

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, February 23, 2010**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-785-8103 - FAX 803-785-8101**

**\*Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes.**

**1:30 p.m. - 1:35 p.m. - Economic Development**

- (1) Approval of Minutes - Meeting of January 12, 2010 ..... **A**
- (2) Old Business/New Business
- (3) Adjournment

**1:35 p.m. - 1:50 p.m. - Planning & Administration**

- (1) FY2010-11 CDBG Program and FY2010-11 HOME Program (Goals 1,2) - Community Development, Ron Scott, Director..... **B**
- (2) Approval of Minutes - Meeting of January 12, 2010 ..... **C**
- (3) Old Business/New Business
- (4) Adjournment

**1:50 p.m. - 1:55 p.m. - Justice**

- (1) Highway Safety Enhanced DUI Enforcement Grant Application - Sheriff's Department - Col. Allan Paavel ..... **D**
- (2) Old Business/New Business
- (3) Adjournment

**1:55 p.m. - 2:05 p.m. - Health & Human Services**

- (1) Public Safety Chaplaincy Program - Public Safety - Sr. Chaplain David Lee ..... **E**
- (2) Old Business/New Business
- (3) Adjournment

**2:05 p.m. - 2:20 p.m. - Public Works**

- (1) Community Action for a Renewed Environment (CARE) Grant Support Letter - Public Works  
- Synithia Williams, Environmental Coordinator ..... **F**
- (2) Line Striping Project - Public Works - Randy Edwards, County Engineer..... **G**
- (3) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells,  
New Road - Corley Mill/Riverchase, Assessment of Ponds Inventory, Flooding Issues
- (4) Adjournment

**2:20 p.m. - 2:25 p.m. - Airport**

- (1) Approval of Minutes - Minutes for January 12, 2010 ..... **H**
- (2) Old Business/New Business
- (3) Adjournment

**2:25 p.m. - 2:30 p.m. - Solid Waste**

- (1) Approval of Minutes - Meeting of January 12, 2010 ..... **I**
- (2) Old Business/New Business
- (3) Adjournment

**2:30 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Hwy. 321 Farmer's Market (Goals 1,2) - Public Safety/Sheriff's Department - Chief Bruce  
Rucker, Director of Public Safety and Chief Keith Kirchner, Asst. Sheriff
- (2) Cell Phone Options
- (3) Possible Executive Session if Time Permits
- (4) Old Business/New Business - Local Contractors Procurement, Tax Installment Payments
- (5) Adjournment

**Economic Development**

B. Banning, Sr., Chairman  
B. Derrick, V Chairman  
D. Summers  
J. Kinard

**Justice**

S. Davis, Chairman  
J. Carrigg, Jr., V Chairman  
B. Derrick  
B. Keisler  
J. Kinard

**Public Works**

B. Derrick, Chairman  
J. Carrigg, Jr., V Chairman  
B. Keisler  
B. Banning, Sr.  
J. Kinard

**Solid Waste**

D. Summers, Chairman  
T. Cullum, V Chairman  
S. Davis  
J. Jeffcoat  
J. Kinard

**Planning & Administration**

J. Carrigg, Jr., Chairman  
B. Derrick, V Chairman  
B. Banning, Sr.  
T. Cullum  
J. Kinard

**Health & Human Services**

J. Jeffcoat, Chairman  
D. Summers, V Chairman  
B. Keisler  
B. Banning, Sr.  
J. Kinard

**Airport**

T. Cullum, Chairman  
D. Summers, V Chairman  
S. Davis  
J. Jeffcoat  
J. Kinard

**Committee of the Whole**

J. Kinard, Chairman  
B. Banning, V Chairman  
B. Derrick  
S. Davis  
D. Summers  
B. Keisler  
J. Jeffcoat  
J. Carrigg, Jr.  
T. Cullum

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**  
**Tuesday, February 23, 2010**  
**Second Floor - Dorothy K. Black Council Chambers - County Administration Building**  
**212 South Lake Drive, Lexington, South Carolina 29072**  
**Telephone - 803-785-8103 FAX - 803-785-8101**

**4:30 P.M. - COUNCIL CHAMBERS**

**Call to Order/Invocation**  
**Pledge of Allegiance**

**Chairman's Report**

**Administrator's Report**

**Employee Recognition - Katherine Hubbard, County Administrator**

**Resolution**

(1) Olive Branch Baptist Church .....**J**

**Presentation of Certificate**

(1) Sammye Locklair Stevens Presented by Chairman Jim Kinard

**Appointments** ..... **K**

**Approval of Minutes** - Meeting of January 26, 2010 ..... **L**

**Zoning Amendment**

(1) Zoning Text Amendment T09-04 - Designation of the Lexington County Airport District -  
3<sup>rd</sup> and Final Reading ..... **M**

**Solid Waste Processing Facility Amendment**

- (1) Solid Waste Processing Facility Application 09-05 - Platt Springs Scrap and Recycling - Final Reading .....N

**Ordinance**

- (1) Ordinance 10-02 - An Ordinance Authorizing Pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as Amended, the Execution and Delivery of a Fee Agreement Between Lexington, South Carolina and Republic National Distributing Company, LLC; the Addition of Certain Property to the Joint County Industrial Park so as to Enlarge the Park; and Matters Relating Thereto - 3<sup>rd</sup> and Final Reading..... O

**Committee Reports**

**Justice, S. Davis, Chairman**

- (1) Highway Safety Enhanced DUI Enforcement Grant Application - **Tab D**

**Public Works, B. Derrick, Chairman**

- (1) Community Action for a Renewed Environment (CARE) Grant Support Letter - **Tab F**

**Budget Amendment Resolutions**

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

**MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

**ADJOURNMENT**

**GOALS**

- 1. Provide for public services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Provide innovative Financial Management.**

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.



# County of Lexington

Community Development Department  
212 South Lake Drive—Suite 401  
Lexington, SC 29072  
Phone: (803) 785-8121  
Fax: (803) 785-8188

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## MEMORANDUM

TO: Planning and Administration Committee  
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director

DATE: February 12, 2010

RE: FY 2010-11 Community Development Block Grant (CDBG) Program  
FY 2010-11 HOME Investment Partnership Program

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The United States Department of Housing and Urban Development (HUD) has not yet notified the County of its FY 2010-11 allocation for the CDBG and HOME Programs. The federal appropriations bill was signed by the President on December 9, 2009, and we hope to know an exact allocation amount soon. In FY 2009-10 we received \$1,500,177 for the CDBG Program and \$638,925 for the HOME Program. For FY 2010-11, we estimate an increase of approximately 10% for the CDBG Program (\$1,650,195) and 1% for the HOME Program (\$645,314).

The CDBG Program received 17 requests for funding. All requests were reviewed and evaluated by the Grant Programs Division staff and the Grant Programs Advisory Committee. After preliminary rankings, staff also evaluated the general project feasibility and the capacity of the applicants to administer programs according to federal guidelines. Attached is a summary of project funding recommendations for the FY 2010-11 CDBG and HOME Programs. All HOME projects will be administered internally, with the exception of the required set-aside for Community Housing Development Organizations (CHDOs).

It is County Council's authority to approve any proposed projects or combination of projects that total the amount of available funds. Funding for approved projects will not be available until after July 1, 2010 and will be provided on a reimbursable basis after staff review of supporting documentation.

We request County Council's consideration and approval of the proposed CDBG and HOME projects so that we may proceed with developing our annual Action Plan, which is due to HUD by May 15, 2010. The projects you approve will be listed in our Action Plan and will also be considered approved for the purposes of the County's FY 2010-11 budget.

**REQUESTED ACTION: Committee recommendation to County Council for approval.**

# FY 2010-11 CDBG PROJECT PROPOSALS

<u>PROJECTS</u>	<u>RECOMMENDED FUNDING</u>
<b>(1) Pelion Family Practice</b> <i>Eau Claire Cooperative Health Centers</i>	\$597,000
<b>(2) BL Empowerment Center Building Renovations</b> <i>Brookland Center for Community Economic Change</i>	\$165,480
<b>(3) Brookland Pediatrics Center Extension</b> <i>Eau Claire Cooperative Health Centers, Inc.</i>	\$125,000
<b>(4) North Oak Street Sidewalk</b> <i>Town of Batesburg-Leesville</i>	\$99,388
<b>(5) Leaphart Place Community Building Renovation</b> <i>Growing Home Southeast, Inc.</i>	\$45,621
<b>(6) Work Activity Center Storage Units</b> <i>Babcock Center, Inc.</i>	\$4,120
<b>(7) Julius Felder Housing Rehabilitation</b> <i>Cayce Housing Authority</i>	\$200,000
<b>(8) Rural Mobile Food Pantry</b> <i>Harvest Hope Food Bank</i>	\$135,000
<b>(9) Afterschool Program Scholarships</b> <i>Lexington Family YMCA</i>	\$56,730



**Total: \$1,428,339**

# **FY 2010-11 HOME PROJECT PROPOSALS**

<b><u>PROJECTS</u></b>	<b><u>RECOMMENDED FUNDING</u></b>
<b>(1) Community Housing Development Organizations (CHDO)</b>	<b>\$200,000</b>
<b>(2) Homeownership Assistance Program</b>	<b>\$200,000</b>
<b>(3) Housing Rehabilitation Program</b>	<b>\$180,783</b>
<b>TOTAL:</b>	<b>\$580,783</b>



## **FY 2010-11 BUDGET SUMMARY**

### **CDBG BUDGET SUMMARY\***

#### **Program Revenue for FY 10-11**

FY 10-11 Allocation	\$ 1,650,195
Uncommitted Carryover Funds	<u>\$ 79,850</u>
<b>TOTAL:</b>	<b><u>\$ 1,730,045</u></b>

#### **Program Expenses for FY 10-11:**

Recommended Projects	\$ 1,428,339
Program Administration	\$ 203,469
Project Delivery Costs - Minor Home Repair Program	\$ 21,075
Project Contingency/Uncommitted Funds	<u>\$ 77,162</u>
<b>TOTAL:</b>	<b><u>\$ 1,730,045</u></b>

### **HOME BUDGET SUMMARY\***

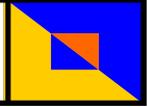
#### **Program Revenue for FY 10-11**

FY 10-11 Allocation	\$ 645,314
General Fund (to cover match/admin. costs above cap)	<u>\$ 25,000</u>
<b>TOTAL:</b>	<b><u>\$ 670,314</u></b>

#### **Program Expenses for FY 10-11**

Recommended Projects	\$ 580,783
Program Administration	<u>\$ 89,531</u>
<b>TOTAL:</b>	<b><u>\$ 670,314</u></b>

*\* Please note that the above listed figures may change, subject to revised budget carryover totals for FY 2009-10 and due to the announcement of federal funding allocations from HUD.*



## Pelion Family Practice



**Requesting Agency:** *Eau Claire Cooperative Health Centers, Inc.*

**CDBG Request:** *\$597,000*

**CDBG Recommendation:** *\$597,000*

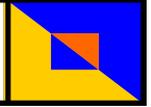
**Additional Funds Pledged Toward Project:** *\$0*

**Project Description:**

The Eau Claire Cooperative Health Centers, Inc. is requesting CDBG funding to construct and equip a 3,000 square foot family medical center in the Town of Pelion. The facility will provide primary medical care to 2,500 low and moderate income persons in the Pelion area. Currently, there are no primary care services near Pelion and the closest out-patient facilities are located 18 miles away in the Town of Batesburg-Leesville and 22 miles away in the City of Cayce.

**Council District:** 1

**Council Representative:** Jim Kinard



Brookland-Lakeview Empowerment  
Center Building Renovations



**Requesting Agency:** Brookland Center for Community Economic Change

**CDBG Request:** \$165,480

**CDBG Recommendation:** \$165,480

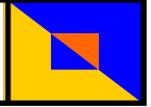
**Additional Funds Pledged Toward Project:** \$74,800

**Project Description:**

The Brookland Center for Community Economic Change is requesting CDBG funds for renovations of the Brookland-Lakeview Empowerment Center. Funds would be used to renovate the cafeteria, administrative offices, gymnasium, and upgrade restrooms. The community facility will be used to house elderly and youth programs, community outreach events, training, and support for small business development.

**Council District:** 8

**Council Representative:** Bill Banning



## Brookland Community Pediatrics Extension



**Requesting Agency:** *Eau Claire Cooperative Health Centers, Inc.*

**CDBG Request:** \$125,000

**CDBG Recommendation:** \$125,000

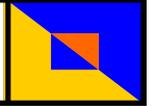
**Additional Funds Pledged Toward Project:** \$25,000

**Project Description:**

The Eau Claire Cooperative Health Centers, Inc. is requesting CDBG funding to expand the Brookland Community Pediatrics Center by 1,000 square feet. The addition of clinical space will enable the center to serve 1,000 new low and moderate income patients. The expansion of pediatric services also enables more timely care and reduced cost in emergency room visits and a healthier community.

**Council District:** 8

**Council Representative:** Bill Banning



## North Oak Street Sidewalk



***Requesting Agency:*** Town of Batesburg-Leesville

***CDBG Request:*** \$99,388

***CDBG Recommendation:*** \$99,388

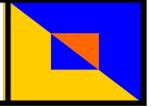
***Additional Funds Pledged Toward Project:*** \$0

***Project Description:***

The Town of Batesburg-Leesville is requesting CBDG funds to construct approximately 420 feet of ADA compliant sidewalk northbound along both sides of North Oak Street, between U.S. Highway 1 and West Railroad Avenue. The sidewalk is located in the Town's business district area and this improvement will potentially bring in more businesses and give citizens proper and safe routes to the area.

**Council District:** 2

**Council Representative:** Billy Derrick



## Leaphart Place Building Renovations



**Requesting Agency:** Growing Home Southeast, Inc.

**CDBG Request:** \$45,621

**CDBG Recommendation:** \$45,621

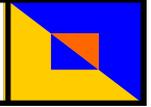
**Additional Funds Pledged Toward Project:** \$0

**Project Description:**

Growing Home Southeast, Inc. is requesting CDBG funding to construct 320 square feet of additional space for a new community center to offer needed programs and services to the community. The first programs offered to community will be an Adult Literacy Program and a Parenting and Substance Abuse Program. These programs will assist parents in addressing issues affecting their ability to care appropriately for their children and to assist adults in obtaining employment and becoming self-sufficient.

**Council District:** 8

**Council Representative:** Bill Banning



## Work Activity Center Storage Units



***Requesting Agency:*** Babcock Center

***CDBG Request:*** \$4,120

***CDBG Recommendation:*** \$4,120

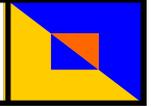
***Additional Funds Pledged Toward Project:*** \$0

***Project Description:***

The Babcock Center is requesting CDBG funds to purchase two freight containers for their lawn maintenance skills program at both the Three Fountains and Batesburg-Leesville Work Activity Centers. The freight containers will be used to secure storage of lawn maintenance equipment and supplies at the work activity centers. The centers are used to teach vocational skills in the area of lawn maintenance and landscaping and to prepare people with disabilities for employment. The centers have experienced theft of their equipment and the containers will secure and protect the equipment.

**Council District:** 2 and 4

**Council Representative:** Billy Derrick and Debbie Summers



## Julius Felder Housing Rehabilitation



**Requesting Agency:** Cayce Housing Authority

**CDBG Request:** \$200,000

**CDBG Recommendation:** \$200,000

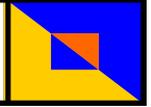
**Additional Funds Pledged Toward Project:** \$115,000

**Project Description:**

The Cayce Housing Authority is requesting CDBG funding to rehabilitate 10 two-bedroom apartments for affordable housing. Funds will be used to replace HVAC units and to update the kitchens and bathrooms. The units will increase the Cayce Housing Authority inventory and provide decent, safe, and affordable housing to 30 low and moderate income individuals.

**Council District:** 9

**Council Representative:** Todd Cullum



## Rural Mobile Food Pantry



**Requesting Agency:** Harvest Hope Food Bank

**CDBG Request:** \$135,000

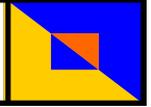
**CDBG Recommendation:** \$135,000

**Additional Funds Pledged Toward Project:** \$36,965

**Project Description:**

Harvest Hope Food Bank is requesting CDBG funds to purchase a refrigerated truck to transport mobile food pantries in Lexington County. Mobile food pantries distribute food predominately to individuals living in poverty who do not have the means to travel to other emergency food programs. The mobile food pantry distributes this food on-site in low and moderate income neighborhoods and also picks up food on a routine basis from wholesalers, retailers, and manufacturers in Lexington County that donate to Harvest Hope. The addition of the refrigerated truck will allow the Harvest Hope Food Bank to serve approximately 5,100 low and moderate income individuals.

**Council District:** All



## Afterschool Program Scholarships



**Requesting Agency:** Lexington Family YMCA

**CDBG Request:** \$56,730

**CDBG Recommendation:** \$56,730

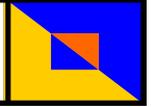
**Additional Funds Pledged Toward Project:** \$129,790

**Project Description:**

The Lexington Family YMCA is requesting CDBG funds to provide funding for 30 low and moderate income children to attend their Afterschool Adventure Program. The YMCA's Afterschool Adventure Program offers childcare services and activities including homework assistance, character development, recreation, and arts and crafts. The program serves Red Bank Elementary, Carolina Springs Elementary, Lexington Elementary, Lake Murray Elementary, Saxe Gotha Elementary, Pleasant Hill Elementary, White Knoll Elementary, Heritage Christian Academy, Carolina Springs Middle and White Knoll Middle Schools.

**Council District:** 3, 4, and 5

**Council Representative:** Smokey Davis, Debbie Summers, Bobby Keisler



Community Housing Development  
Organization (CHDO)



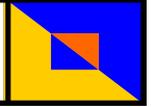
**Requesting Agency:** *Lexington County Community Development Department*

**HOME Recommendation:** *\$200,000*

**Project Description:**

At least 15% of the County's HOME funds must be set aside for organizations which are designated by the County of Lexington as Community Housing Development Organizations (CHDO). Funding allocated for CHDOs may be used for eligible development activities that promote affordable housing projects that are owned, developed, or sponsored by CHDOs. To date, staff has designated two organizations as CHDOs. These two organizations will have an opportunity to submit proposals for affordable housing projects, to be assisted with these set-aside funds.

**Council District:** All



## Homeownership Assistance Program



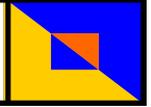
**Requesting Agency:** *Lexington County Community Development Department*

**HOME Recommendation:** \$200,000

**Project Description:**

The Homeownership Assistance Program will provide down payment assistance and/or closing cost assistance to low and moderate income first-time homebuyers. Qualifying homebuyers must be employed or must provide income documentation in the form of disability benefits, Social Security benefits, and/or other retirement benefits. Additionally, all qualifying homebuyers must participate in pre-purchase counseling, as approved by the Lexington County HOME Program. The amount of assistance provided will typically not exceed \$5,000 per single family dwelling unit. Program guidelines are structured to allow limited assistance above the \$5,000 limit in certain circumstances. Recapture provisions will be enacted through deferred forgivable loans. Funds will be used to assist approximately 35 first-time homebuyers with down payment assistance and housing inspections.

**Council District:** All



## Housing Rehabilitation Program

**BEFORE****AFTER**

**Requesting Agency:** *Lexington County Community Development Department*

**HOME Recommendation:** \$180,783

**Project Description:**

This project will assist low and moderate income, disabled, and/or elderly homeowners with qualifying repairs to their primary residence. Funds will be used to assist approximately eight homeowners with significant repair needs. Dependent upon the types and costs of repairs requested, additional eligible homeowners may be assisted through the program. Program guidelines are structured to allow maximum repair amounts for each home typically not to exceed \$20,000, with limited assistance above \$20,000 in certain circumstances. Funds will also be used for inspection/estimate services, lead-based paint testing and clearance, and for relocation and storage costs during rehabilitation.

**Council District:** All

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.



**COUNTY OF LEXINGTON**  
**HIGHWAY SAFETY ENHANCED DUI ENFORCEMENT**  
**Annual Budget**  
**FY - 2010-11 Estimated Revenue**

Object Code	Revenue Account Title	Requested 2010-11	Recommend 2010-11	Approved 2010-11
<b>*LE - Highway Safety Enhanced DUI Enforcement:</b>				
<b>Revenues (Organization: 000000)</b>				
457000	Federal Grant Income	430,865	430,865	
	<b>** Total Revenue</b>	<u>430,865</u>	<u>430,865</u>	
	<b>***Total Appropriation</b>	430,865	430,865	
FUND BALANCE				
	Beginning of Year	<u>0</u>	<u>0</u>	
FUND BALANCE - Projected				
	End of Year	<u><u>0</u></u>	<u><u>0</u></u>	

**COUNTY OF LEXINGTON**  
**HIGHWAY SAFETY ENHANCED DUI ENFORCEMENT**  
**Annual Budget**  
**Fiscal Year - 2010-11**

Fund: New  
Division: Law Enforcement  
Organization: 151200 - LE/Operations

Object Expenditure		<i>BUDGET</i>			
Code	Classification	<b>NEW PROGRAM</b>	2010-11 Requested	2010-11 Recommend	2010-11 Approved
<b>Personnel</b>					
510100	Salaries & Wages - 3		122,000	122,000	
511112	FICA - Employer's Portion		9,333	9,333	
511114	Police Retirement - Employer's Portion		13,530	13,530	
511120	Insurance Fund Contribution - 3		24,000	24,000	
511130	Workers Compensation		4,099	4,099	
	<b>* Total Personnel</b>		<b>172,962</b>	<b>172,962</b>	
<b>Operating Expenses</b>					
521000	Office Supplies		500	500	
521200	Operating Supplies		2,600	2,600	
522300	Vehicle Repairs & Maintenance - 3		3,000	3,000	
524100	Vehicle Insurance - 3		1,638	1,638	
524201	General Tort Liability Insurance		2,235	2,235	
525004	WAN Service Charges - 3		2,160	2,160	
525020	Pagers & Cell Phones - 3		2,160	2,160	
525030	800 MHz Radio Service Changes - 3		2,280	2,280	
525041	E-mail Service Charges		288	288	
525210	Conference, Meeting & Training Expense		6,600	6,600	
525400	Gas, Fuel and Oil		21,362	21,362	
525600	Uniforms and Clothing		4,050	4,050	
	<b>* Total Operating</b>		<b>48,873</b>	<b>48,873</b>	
	<b>** Total Personnel &amp; Operating</b>		<b>221,835</b>	<b>221,835</b>	
<b>Capital</b>					
540000	Small Tools & Minor Equipment		1,875	1,875	
540010	Minor Software		575	575	
	(3) Marked Vehicles and Accessories		78,330	78,330	
	(3) 800 MHz Radio		16,500	16,500	
	(3) In-Car Video Cameras		16,800	16,800	
	(3) In-Car Radar Units		4,500	4,500	
	(3) Tire Deflation Devices		1,200	1,200	
	(3) Passive Alcohol Sensors		2,100	2,100	
	(1) DVD/VCR Recorder		400	400	
	(1) Playback Unit		600	600	
	(3) Digital Cameras		1,200	1,200	
	(3) License Plate Readers and Accessories		67,200	67,200	
	(3) Ruggedized Laptop Computers and Accessories		9,800	9,800	
	(3) Portable Printers and Accessories		1,200	1,200	
	(3) Tasers and Accessories		3,750	3,750	
	(3) Handguns and Accessories		3,000	3,000	
	<b>** Total Capital</b>		<b>209,030</b>	<b>209,030</b>	
	<b>*** Total Budget Appropriation</b>		<b>430,865</b>	<b>430,865</b>	

### **SECTION III. – PROGRAM OVERVIEW**

The ultimate goal for the creation of a Driving Under the Influence (DUI) Traffic Enforcement Unit in Lexington County is to combine resources to effect a positive change in the collision, injury, and arrest rate of traffic and DUI violations. By consolidating the resources and expanding knowledge and skills to perform DUI traffic enforcement, the quality of enforcing the traffic laws will result in an effort to reduce severe and fatal traffic collisions. The expertise and knowledge gained from the specialized training will enhance the unit's capability by using technologically sound equipment and techniques to collect and process evidence for court cases. The Highway Safety Traffic DUI Enforcement Unit will afford the citizens of Lexington County and the surrounding areas the effective discovery, documentation, and judicial prosecution of traffic and criminal offenders.

**SECTION V. A. – LISTING OF POSITIONS**

<u>Grade</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>
		<u>General Fund</u>	<u>Other Fund</u>	
<b>Current Staffing Level:</b>				
Traffic Lieutenant	1	1	0	20
Traffic Master Deputies	2	2	0	13
Traffic Deputies	2	2	0	12
<b>Totals:</b>	<b>5</b>	<b>5</b>	<b>0</b>	

<u>Grade</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>
		<u>General Fund</u>	<u>Other Fund</u>	
<b>LE / Operations (151200)</b>				
Traffic Deputies	3	0	3	12
<b>Totals:</b>	<b>3</b>	<b>0</b>	<b>3</b>	

**SECTION V. B. – OPERATING LINE ITEM NARRATIVES**

**521000 - OFFICE SUPPLIES \$ 500**

Items to be purchase include, but are not limited to pens, file jackets, folders, diskettes, calendars and other general supplies used daily.

The estimated cost of all office supplies is \$500.

**521200 - OPERATING SUPPLIES \$ 2,600**

Funds will be used to purchase traffic supplies such as video and audiotapes, OSH kits, traffic books, disks, batteries, etc. are for operational purposes for the traffic officers.

The estimated cost of all operating supplies is estimated at \$ 2,600.

**522300 - VEHICLE REPAIRS AND MAINTENANCE \$ 3,000**

Vehicle repairs and maintenance is needed for the grant vehicles.

The amount budgeted is an estimate of \$1,000 per vehicle.

**524100 - VEHICLE INSURANCE \$ 1,638**

Vehicle insurance is required for the grant vehicles.

The estimated cost provided by the County Risk Manager for Vehicle Insurance is \$546 per vehicle.

**524201 - GENERAL TORT LIABILITY INSURANCE \$ 2,235**

General Tort Liability Insurance is required for each person employed by the County.

The estimated cost provided by the County Risk Manager is \$745 per employee per year.

**525004 – WAN SERVICE CHARGES \$ 2,160**

Air card service will allow the grant traffic officers to have wireless access to the web, GNET and other databases from other counties as well as LCSD to obtain immediate information on the person in question.

The cost is estimated at \$60/month X 3 officers X 12 months = \$2,160.

---

**525020 - PAGERS AND CELL PHONES** **\$ 2,160**

The mobile telephones for the grant traffic officers will allow them to communicate effectively with each other and to make contact to those individuals that are involved in traffic situations.

The cost is estimated at \$60/month X 3 officers X 12 months = \$2,160.

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**525030 – 800 MHz RADIO SERVICE CHARGES** **\$ 2,280**

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios.

The amount is estimated for the monthly service charge for 3 radios.

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**525041 – E-MAIL SERVICE CHARGES** **\$ 288**

The email service is required for immediate communication and immediate transfer of documents for DUI investigative purposes.

The monthly service charge is estimated at \$8 month X 3 officers X 12 months = \$288.

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**525210 – CONFERENCE AND MEETING EXPENSE** **\$ 6,600**

The grant requires that each grant funded person attend at least two training seminars per grant year. The registration fees are required to secure attendance to training classes which will be announced in the upcoming year. The training will be in state and national training will be out of state at a time and location that will be announced later. These training seminars will teach the most current technological approaches to DUI approaches, vehicle inspections, laws, investigations that will allow the DUI officers to present cases in court for prosecution purposes.

The cost budgeted is an estimate.

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**525400 - GAS, FUEL, AND OIL** **\$ 21,362**

The grant reimburses the mileage at the federal rate for the grant-funded personnel to allow them to travel to work and scenes while performing their duties.

The cost budgeted is an estimate base on miles traveled for existing traffic officers.

---

**525600 - UNIFORMS AND CLOTHING** **\$ 4,050**

It is necessary to provide uniforms and clothing for the traffic officers to perform their DUI traffic enforcement daily tasks. The uniforms and the vests worn by the DUI Enforcement Officers are standard department issued uniforms. These uniforms will quickly identify the officer and is worn also for the safety of the officer.

The cost for uniforms is estimated.

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**SECTION V. C. –CAPITAL LINE ITEM NARRATIVES**

**540000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 1,875**

Each officer will need various small tools and minor equipment to perform his job duties effectively and efficiently. Fire extinguishers are needed to assist the motoring public with small car fires. Cellular phones are needed to ensure adequate communications and safety of the officer. Flashlights with great illumination are needed for traffic stops, assisting motorists, and officer safety in areas with poor or no lighting. Impairment goggles will be used to educate students and officers on the visual effects of driving under the influence of alcohol and drugs. Traffic Cones will be used to promote traffic control and establishing public safety checkpoints.

The cost for the following items is estimated to include tax and any applicable shipping charges.

(2) Impairment Goggles	\$ 650
(3) Fire Extinguishers	\$ 375
(3) Cellular Phones	\$ 150
(3) Flashlights	\$ 300
(18) Traffic Cones	\$ 400

**MINOR SOFTWARE \$ 575**

Office software and flash drives will be required for the traffic DUI officers to easily download information and for the storing and the collecting of information in the computer.

The cost of the software is \$575.

**(3) MARKED VEHICLES AND ACCESSORIES \$ 78,330**

The DUI Enforcement Traffic vehicles to be purchased must meet the standards established by the Office of Highway Safety. Each vehicle will be equipped the same to ensure uniformity and consistency with all traffic stops. Emergency lighting and audio is required for the safety of all motoring public during a traffic stop or checkpoints. Push bumpers are required on each vehicle to assist a disabled motorist from the highway without damaging the vehicle. Vehicle safety barriers are required for safe transport of prisoners to jail.

The cost for the following items is estimated to include tax and any applicable shipping charges.

(3) Marked Vehicles	\$ 69,480
(3) Equipment Installation	\$ 720
(3) Light Bars	\$ 3,600
(3) Siren Speakers	\$ 750
(3) Push Bumpers	\$ 630
(3) Electronic Sirens	\$ 660
(3) Power Control Centers	\$ 1,290
(3) Vehicle Safety Barriers	\$ 1,200

**(3) 800 MHZ RADIO AND ACCESSORIES \$ 16,500**

The 800 MHz Digital Encrypted radios are required for each officer. The digital encryption allows all law enforcement agencies to communicate over a secure network and for the safety of the traffic officers.

The cost is \$5,500 X 3 = \$16,500.

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**(3) IN-CAR VIDEO CAMERAS AND ACCESSORIES** **\$ 16,800**

The use of digital in-car video cameras are paramount for evidentiary purposes, which will assist in successful prosecution of each case. The video medium is regarded as the most effective tool to prosecute driving under the influence.

The cost is estimated at  $\$5,600 \times 3 = \$16,800$ .

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**(3) IN-CAR RADAR UNITS** **\$ 4,500**

The radar units enable the apprehension of traffic violators. It has been proven that there is a direct correlation of speed and driving under the influence.

The estimated cost is  $\$1,500 \times 3 = \$4,500$ .

---

**(3) TIRE DEFLATION DEVICES** **\$ 1,200**

The tire deflation devices are used to immobilize vehicles of fleeing suspects. These devices enhance safety for the suspect, the officer, and the motoring public.

The cost estimate including tax is  $\$400 \times 3 = \$1,200$ .

---

**(3) PASSIVE ALCOHOL SENSORS** **\$ 2,100**

Passive alcohol sensors are used to solidify driving under the influence cases by determining the suspect's blood alcohol level.

The estimated cost including tax is  $\$700 \times 3 = \$2,100$ .

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**(1) DVD/VCR RECORDER** **\$ 400**

A DVD/VCR recorder will record and copy the DVD that is captured on the in-car video system for evidence and proper procedures for court presentation and case solidification.

The estimated cost including tax is \$400.

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**(1) PLAYBACK UNIT** **\$ 600**

A color television unit will be necessary to playback the DVD/VHS tapes for viewing prior to presenting the case for court purposes.

The estimated cost including tax is \$600.

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**(3) DIGITAL CAMERAS AND ACCESSORIES** **\$ 1,200**

The use of digital photography for traffic scenes will greatly enhance traffic investigations and court presentations. Some of the benefits are:

- Instantaneous review to confirm the incident was correctly documented.
- The speed at which images can be used and disseminated.
- Cost savings over film systems.
- More images are taken and scenes are documented more thoroughly due to the absence of film.

The estimated cost with tax is  $\$400 \times 3 = \$1,200$ .

---

**(3) LICENSE PLATE READERS AND ACCESSORIES** **\$ 67,200**

The use of the license plate reader recognition camera scans and reads plates from all U.S. States. The data that is received operates with data from different agency sources to perform searches for suspect vehicles, wanted persons, warrants, amber alerts, etc. All of the information captured is stored for comparison with crime databases.

The cost of the license plate reader units including tax and shipping is  $\$22,400 \times 3 = \$67,200$ .

---

**(3) RUGGADIZED LAPTOP COMPUTERS AND ACCESSORIES** **\$ 9,800**

These computers will be used for recording data in the field. The laptop will also be used to pull information from the in-house system needed for the investigation.

The estimated cost with tax is  $3 \times \$3,266 = \$9,798$ .

---

**(3) PORTABLE PRINTERS AND ACCESSORIES** **\$ 1,200**

Mobile printers and accessories will be used to print search warrants, photographs and other documents needed to process the DUI information at the scene.

The estimated cost with tax is  $3 \times \$400 = \$1,200$ .

---

**(3) TASERS AND ACCESSORIES** **\$ 3,750**

Tasers are required for the safety of the officer and for use to control situations without the use of force. Tasers are now a standard issue required by departmental policy and each officer receives training as a requirement.

The cost is estimated to be \$3,750.

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**(3) HANDGUNS AND ACCESSORIES** **\$ 3,000**

Handguns and accessories are part of the standard issue requirement for the traffic DUI officer's safety and for the safety of others.

The cost is estimated to be \$3,000.

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# County of Lexington Department of Public Safety

212 South Lake Drive  
Lexington, South Carolina 29072  
Phone: (803) 785-2449  
Fax: (803) 785-8628

## MEMORANDUM

TO: Diana Burnett  
Clerk to County Council

FROM: Bruce Rucker  
Director Public Safety

SUBJECT: Public Safety Chaplaincy Program

DATE: February 11, 2010

The Public Safety Chaplaincy Program provides counseling, spiritual guidance (if requested), encouragement, and support to all Public Safety employees, both sworn and civilian, as well as their families. Senior Chaplain David Lee will be present to provide County Council with information on their volunteer activities for all of Public Safety. Attached is a report providing the number of hours the Chaplains volunteer each month.

Thank you for your attention to this matter.

# Lexington County Public Safety Chaplaincy

Chaplain	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
DeDonato	18	10.5	10.75	32	10.5	10	31.5	18	28.5	19	10	12	210.75
Hart	13	12	15	13	13	12.45	3.5	5	12.5	18.5	6	10	133.95
Lee	27.25	12	45.25	32	33.5	20	17	13.5	20.25	35.5	12.5	33	301.75
Rogerson	17.75	6	13	12.25	11.5	11.75	12	13	11.25	12.25	9	11.75	141.5
Hyatt	12	19	12	11.5	15	18	10.5	5	7	16	10	11.5	147.5
<b>TOTALS</b>	<b>88</b>	<b>59.5</b>	<b>96</b>	<b>100.8</b>	<b>83.5</b>	<b>72.2</b>	<b>74.5</b>	<b>54.5</b>	<b>79.5</b>	<b>101.3</b>	<b>47.5</b>	<b>78.25</b>	<b>935.45</b>

Department	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	TOTAL
Sheriff	28.25	25	39	65	29.5	25	24.5	11.5	31.75	35	4.5	21	340
Detention	5.5	6.5	5.5	2	6	10	10.5	2	5.5	62.5	4	6.25	126.25
Fire	25	13	15.5	18.5	8	12.25	7.25	6	11.75	28.5	4.5	17	167.25
EMS	35	9.5	5.5	7	4	16	5	1	5.75	17	11.5	13	130.25
911 Call Cente	0.75	1	7.5	6	4	2.5	1	1.5	2.75	4.5	1	2	34.5
Chaplain	11	11	18	8.5	8	1	17.5	6.75	29	7	8	8.5	134.25
Other	3.5	1	4	3.5	5.5	7	3	2.5	5.5	10	9.5		55
# Seen											95	512	

## 2009 Volunteer Hours Report



## COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

### MEMORANDUM

**DATE:** February 12, 2010

**TO:** Katherine Hubbard, Lexington County Administrator

**FROM:** Synithia Williams, Lexington County Environmental Coordinator

**RE:** Community Action for a Renewed Environment (CARE) Grant

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The Central Midlands Council of Governments (CMCOG) is applying for the Environmental Protection Agency's Community Action for a Renewed Environment (CARE) Grant. The CMCOG proposes to use the funds from the CARE grant to implement the SC Department of Health and Environmental Control's Breathe Better (B2) anti-idling program to schools in both Lexington and Richland Counties.

The B2 program is an anti-idling/clean air campaign. The goal of B2 is to help protect the health and safety of children by reducing harmful vehicle emissions around school campuses. Diesel emissions from schools buses and cars also contain air pollutants that contribute to the formation of ground level ozone.

The CMCOG has requested that Lexington County partner with them on this grant, by providing assistance to DHEC staff on promoting the program to school districts within Lexington County. This is something that the Stormwater Division staff has already done in both Lexington Richland District 5 and Lexington District 3. Therefore participation in promoting the B2 program will not be an undue burden on staff.

Attached with this memo is a draft support letter to the CMCOG for their CARE grant application. We ask that this information be presented at the Public Works Committee and that the County provides its support to the CMCOGs CARE grant application.

February 10, 2010

Name  
Address  
Address  
City, State Zip Code

RE: *Central Midlands Breathe Better Campaign*

Dear Sir or Madam:

I am writing to you with regard to Lexington County's support of the Central Midlands Council of Governments' (CMCOG) intent to apply for the Environmental Protection Agency's Community Action for a Renewed Environment (CARE) Grant to implement the Breathe Better Program in every school district in the Central Midlands Region.

The importance of this program cannot be overstated. Diesel emissions from idling school buses contain air pollutants and toxins that are potential carcinogens and can be harmful to children, especially children with asthma. Children are more susceptible to the pollutants in school bus emissions because of their still developing respiratory systems. The emissions from school buses also contain pollutants that contribute to the formation of ground level ozone. With the proposed revision to ground level ozone standards it is important for local governments, school districts, and other stakeholders to consider comprehensive and sustainable programs aimed towards reducing emissions and improving air quality in the Central Midlands.

Lexington County's Environmental Coordinator will work closely with the officials from the South Carolina Department of Health and Environmental Control on promoting the Breathe Better Program to schools within Lexington County. The County will work in conjunction with DHEC and the COG on getting schools to commit to the program.

Lexington County has always worked diligently to implement and support air quality programs and policies aimed at fostering partnerships improving air quality. This is another positive step towards not only improving air quality, but the quality of life for the children of the Central Midlands. I truly hope funding is granted.

Sincerely,

James E. Kinard, Jr.  
Chair, Lexington County Council



**COUNTY OF LEXINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING**

**MEMORANDUM**

DATE: February 11, 2010  
TO: Katherine Hubbard, County Administrator  
Cc: John Fechtel, Public Works Director  
FROM: Randy Edwards, County Engineer  
RE: Line Striping Project

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In the past several years Lexington County has made a concerted effort to improve the road network system by placing hot mix asphalt on existing dirt roads. During this process, many of the roads were developed without the benefit of line striping or raised pavement markers (RPMs), leaving numerous unmarked roads throughout the county. In an effort to improve the safety for the motoring public, the Public Works Department is proposing to adopt a line striping project. To start this project, a request for bids would be advertised to add striping and/or markers to existing County paved roads meeting the following selection criteria:

- A.) Unmarked through roads (ex. Bushberry Rd, Water Tank Rd, etc.)
- B.) Curvilinear through roads that are marked w/ only RPMs (ex. Windy Wood Rd, etc.)
- C.) Dead end roads greater than ¾ mile serving commercial/residential area (ex. Greenbriar Rd)

The roads would be striped using the following criteria:

- A.) Ditch section – stripe center and edge lines
- B.) Valley gutter section – stripe center only
- C.) High Volume – Stripe w/ RPM
- D.) Low Volume – RPM only

This project would be an addition to the C-Fund program and will be included in future resurfacing programs. We request that up to \$200,000 be used from the resurfacing allocation of the C-Fund program to address this project. The present balance is \$1,195,657. Upon council's approval, we are prepared to advertise this project for bid. We propose to advertise this project as a DBE (Disadvantage Business Enterprise) "set aside" in an effort to adhere to the laws and regulations of the C-Fund program.

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.

## RESOLUTION

**IN HONOR OF THE 130TH ANNIVERSARY OF THE OLIVE BRANCH BAPTIST CHURCH THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 23RD DAY OF FEBRUARY, TWO THOUSAND AND TEN, ADOPTED THE FOLLOWING:**

**WHEREAS**, Olive Branch Baptist Church was organized on the east side of Batesburg, South Carolina, in the year of 1880 under the leadership of Reverend J. W. Williams, Deacon Robert Gunter, and Deacon Edward Mosley; and

**WHEREAS**, Sister Rachel Bouknight, whose life spanned over 114 years, was the driving force of the church origin. A simple picnic and the determination of a few developed into a Sunday School and evolved into the present day church; and

**WHEREAS**, for 130 years Olive Branch Baptist Church has worshiped under the guidance of twenty-five ministers; and

**WHEREAS**, after a fire destroyed the original church that had been moved two hundred yards west of Howard Street, a new church was constructed under the leadership of Reverend E. E. Bowens at 122 South Oak Street, Batesburg-Leesville, South Carolina.

**WHEREAS**, In 1985, land west of the church was purchased and the construction of a fellowship hall was built and in 2000, the church purchased and furnished a parsonage.

**WHEREAS**, the Olive Branch Baptist Church Mission Statement is:

*A church with a loving heart developing believers and equipping  
Them to sow seeds for spiritual growth through Worship, Fellowship,  
Discipleship, Stewardship, and Evangelism. The church where  
Everybody is Somebody and God reigns Supreme!*

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council hereby recognize Olive Branch Baptist Church's 130<sup>th</sup> Year Church Anniversary to be celebrated on March 21, 2010.

\_\_\_\_\_  
James E. Kinard, Jr., Chairman

\_\_\_\_\_  
William B. Banning Vice Chairman

\_\_\_\_\_  
William C. Derrick

\_\_\_\_\_  
George H. "Smokey" Davis

\_\_\_\_\_  
Debra B. Summers

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
John W. Carrigg, Jr.

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk



## APPOINTMENTS BOARDS & COMMISSIONS

February 26, 2010

### **BILLY DERRICK**

**Health Services District** - Allan R. Risinger - Term expired 03/10/09 - Eligible for reappointment

### **DEBBIE SUMMERS**

**Board of Zoning Appeals** - Mark Bostic - Term expired 12/31/09 - Eligible for reappointment -  
*Confirmed desire to serve another term*

### **JOHN CARRIGG**

**Museum Commission** - Vacant - Term expired 11/01/06

### **TODD CULLUM**

**Health Services District** - Vacant - Term expired 03/10/09

### **AT-LARGE:**

#### **Health Services District:**

- James D. Whitehead - Term expired 03/10/09 - Eligible for reappointment

**Midlands Workforce Development Board** - Doug Bolin (Private Sector Representative) - Term expires 06/30/12 - Not eligible due to change in job status. Nominees for consideration:

- Marty Martin - Isola Laminate (nomination form included)
- Anthony White – Akebono (nomination form included)

#### **River Alliance:**

- Todd Sease, Citizen Appointee - Term expired 01/26/10 - Not eligible for reappointment
- George M. Rentz, Economic Development Subcommittee Appointee - Term expired 01/26/10 - Resigned effective 10/15/09

Nomination Forms Attached (2)

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Marty T Martin

Address: 1428 Alpine Dr, West Columbia, SC 29169

Employed by: Isol 2 USA

Address: 100 Tillessen Blvd

Home Telephone: (803) 794-2490 Business Telephone: (803) 357-4753

Mobile Phone: (803) 960-8374 Beeper Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Is nominee aware of board/commission activities and responsibilities: Yes

Background information (include education, community- service activities, previous service on county boards/commissions):

Attend quarterly MWDB meetings.  
work closely with MWDB staff especially  
with workkeys and incumbent worker  
training.

Implemented and participate in Dept of labor  
Apprenticeship - 2 programs

B.A. Philosophy University of South Carolina

M.S. Management Southern Wesleyan University

MEd Workforce Development Education, University of Arkansas

Submitted by: M/T, M/T

Date: 2/2/2010

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

**Name of Board/Commission:** Midlands Workforce Development Board

**Nominee:** Anthony White

**Address:** 712 Leafy Bend Court Lexington SC 29073

**Employed by:** Akebono

**Address:** 201 Metropolitan Drive West Columbia SC 29170

**Home Telephone:** 803-546-6021      **Business Telephone:** 803-227-1323

**Mobile Phone:** 803-546-6021      **Beeper Number:** n/a

**Fax Number:** 803-822-2010

**Is nominee aware of board/commission activities and responsibilities:** .yes

**Background information (include education, community- service activities, previous service on county boards/commissions):**

I graduated from high school in 1988, joined the military and served 6 years in the US Airforce as flight engineer on a C130 aircraft. After my military service, I returned to school and earned a BA in Business from Saint Leo University in 2003. I've been working in training and organizational development for more than 12 years.

**Submitted by:** Anthony White

**Date:** 2-3-10

Minutes are left out intentionally until approved by Lexington County Council. Upon Council's approval, the minutes will be available on the Internet.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development  
County Administration Building, 4<sup>th</sup> Floor  
212 South Lake Drive, Suite 401, Lexington, SC 29072  
(803)785-8121

ZONING TEXT AMENDMENT APPLICATION # **T09-04**

Section(s) of the Zoning Ordinance that are affected:

ARTICLE 4 - AIRPORT DISTRICT, Chapter 3. Designation of Pelion Corporate Airport District

Reason for the request: An update to rename the Chapter, bring it into compliance with the latest master plan, and to address needed restrictions concerning surrounding property.

Submitted on behalf of:  County Council  Planning Commission

Printed Name: Charles M. Compton Title: Director of Planning and GIS

Signature: Signature on file

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07/16/2009	Application Received	8/06/09	Newspaper Advertisement
09/17/2009	Planning Commission		

Planning Commission Recommendation: Recommend approval by a vote of 7 in favor of the motion to 0 opposed.

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07/28/09	First Reading	8/25/09	Public Hearing	2/9/10	Second Reading	Third Reading
----------	---------------	---------	----------------	--------	----------------	---------------

Results: \_\_\_\_\_

\_\_\_\_\_

# DRAFT (as of January 26, 2010)

## Chapter 3. Designation of ~~Pelion Corporate~~ the Lexington County Airport District

### 43.00 Introduction

The ~~Pelion Corporate~~ Lexington County Airport District is hereby established pursuant to the purposes of this Article, comprising all those lands within the overlay zones as further delineated in this Chapter.

### 43.10 Purpose

The concentration of people and sound-sensitive activities on lands adjacent to airport or heliport operations and the maximum height of buildings, other structures, and trees in such areas shall be regulated by airport district overlay zones as set forth herein. In order to protect people and property in the vicinity of airports and heliports from the danger of aircraft accidents and the impact of excessive noise levels, certain land use activities shall not be permitted in designated overlay zones surrounding such facilities. To preserve the safety and efficiency of air navigation, height control overlay zones may be designated around airfields to limit the obstruction of landing, takeoff, and maneuvering airspace by buildings, other structures, and trees. Such controls serve to protect the public investment in airports or heliports by restricting adjacent land uses incompatible with the use, growth, or expansion of these facilities.

### 43.20 Application of Airport District Overlay Zones

Overlay zones are established for the Lexington County Airport District, based on the present runway configuration described in the *Airport Layout Plan*, dated July 1987, and the *Approach and Profile Plan*, dated June 1987. Both plans were prepared by The LPA Group Incorporated. These zones are further referenced in the *Pelion Corporate Airport Master Plan Update*, dated November 2003, prepared by Wilbur Smith Associates, and approved by the Federal Aviation Administration in November 2005.

The land use and height controls associated with these airport district overlay zones shall be in addition to and shall only apply where underlying zoning districts and their controls have been established under other Articles of this Ordinance. Where the Airport District overlay zone controls conflict with the controls of underlying zoning districts, the more restrictive controls shall apply.

### 43.30 Height Control Overlay Zones

Four types of height control overlay zones as described below and in Figure 1 are established for the ~~Pelion Corporate~~ Lexington County Airport District, based on the present runway configuration described in the *Airport Layout Plan*, dated July 1987, and the *Approach and Profile Plan*, dated June 1987. Both plans were prepared by The LPA Group Incorporated.

#### 43.31 Approach Zones

Approach zones are delineated for each of the two runway approaches. The beginning of each approach zone is 500 feet wide and is coincident with and at the same elevation as the respective runway end. Both zones expand outward uniformly to an ultimate width of 2000 feet which is at a distance of 5000 feet measured horizontally from the end of the primary surface. The centerline of each approach zone is the horizontal continuation of the centerline of the respective runway end.

#### 43.32 Transitional Zones

Transitional zones are established adjacent to the sides of the runway and the approach zones, but shall be exclusive of both. These zones shall be 1000 feet wide, measured

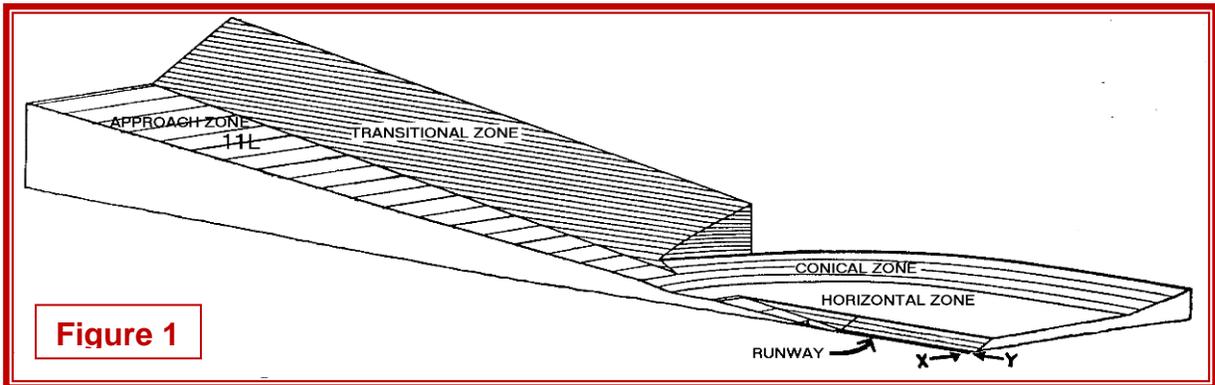
horizontally and perpendicular to the sides of the runway. At the end of the runways the zone shall decrease in width until it intersects the approach zones at the point where the horizontal zone surface is at the same elevation as the approach zone.

#### 43.33 Horizontal Zone

The horizontal zone is established as all the area within 5000 feet, measured horizontally, from any part of the runway surface, exclusive of the transitional and approach zones.

#### 43.34 Conical Zone

The conical zone is established as all the area with 9000 feet, measured horizontally, from any part of the runway surface, exclusive of the transitional, horizontal, and approach zones.



#### 43.35 Height Limits

The maximum height of buildings, other structures, and trees shall be restricted within each height control overlay zone. Where these zones overlap each other, the most restrictive height limitation shall apply. The following are the height limits for the height control overlay zones.

- a. Approach Zones: starting at the end of and at the same elevation as the respective runway ends, measure a slope one foot vertically upward for each 20 feet horizontally outward from the runway end, for the full extent of the approach zones.
- b. Transitional Zones: starting at the side of and at the same elevation as the runway surface, and also starting at any given point on the sides of the approach zones at the same elevation as the approach zone height limit for the given point, measure a slope one foot vertically upward for each seven feet horizontally outward from the runway, for the full extent of the transitional zones.
- c. Horizontal Zone: the height limit for the horizontal zone is 601 feet above mean sea level.
- d. Conical Zone: starting at any given point on the periphery of the horizontal zone and at the same elevation as the horizontal zone height limit, measure a slope one foot vertically upward for each 20 feet horizontally outward from the airport, to the full extent of the conical zone.

#### 43.40 Land Use Overlay Zones

Three land use overlay zones for Runway 35, as depicted in Figure 2, are designated for the Lexington County Airport District. They are the Existing Runway Protection Zone (Existing RPZ), the Ultimate Runway Protection Zone (Ultimate RPZ) and the Building Restriction Line (BRL). No buildings, except facilities required by their function to be located near runways and taxiways, are allowed within the Building Restriction Line and the following activities are not permitted in these designated zones:

<u>BRL</u>	<u>Existing RPZ</u>	<u>Ultimate RPZ</u>
-----	Business Services	Business Services
Churches	Churches	Churches
Community Education	Community Education	Community Education
* Group Assembly	* Group Assembly	* Group Assembly
Group Housing	Group Housing	Group Housing
Hospitals	Hospitals	Hospitals
-----	Limited Child Care	Limited Child Care
-----	Medical Services	Medical Services
Mobile Homes	Mobile Homes	Mobile Homes
Mobile Home Parks	Mobile Home Parks	Mobile Home Parks
Non-Assembly Cultural	Non-Assembly Cultural	Non-Assembly Cultural
Nursing Homes	Nursing Homes	Nursing Homes
-----	Professional Services	Professional Services
-----	Research Services	Research Services
Residential Detached	Residential Detached	Residential Detached
Residential Attached	Residential Attached	Residential Attached
Transient Habitation	Transient Habitation	Transient Habitation

\* Outdoor sports facilities and their related accessory activities are allowed in these Overlay Zones; however, this does not include outdoor concert facilities.

**43.50 Other Use Restrictions**

Notwithstanding any other provisions of this Ordinance, no use may be made of any land or water body within the ~~Pelion Corporate~~ **Lexington County** Airport District in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, or otherwise endanger the landing, takeoff, or maneuvering of aircraft using the airport.

The owner of any existing nonconforming structure or tree shall permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary for safety. Such markers shall be installed, operated, and maintained at the expense of the owners of the airport.

# Lexington County Airport Land Use Overlay Zones

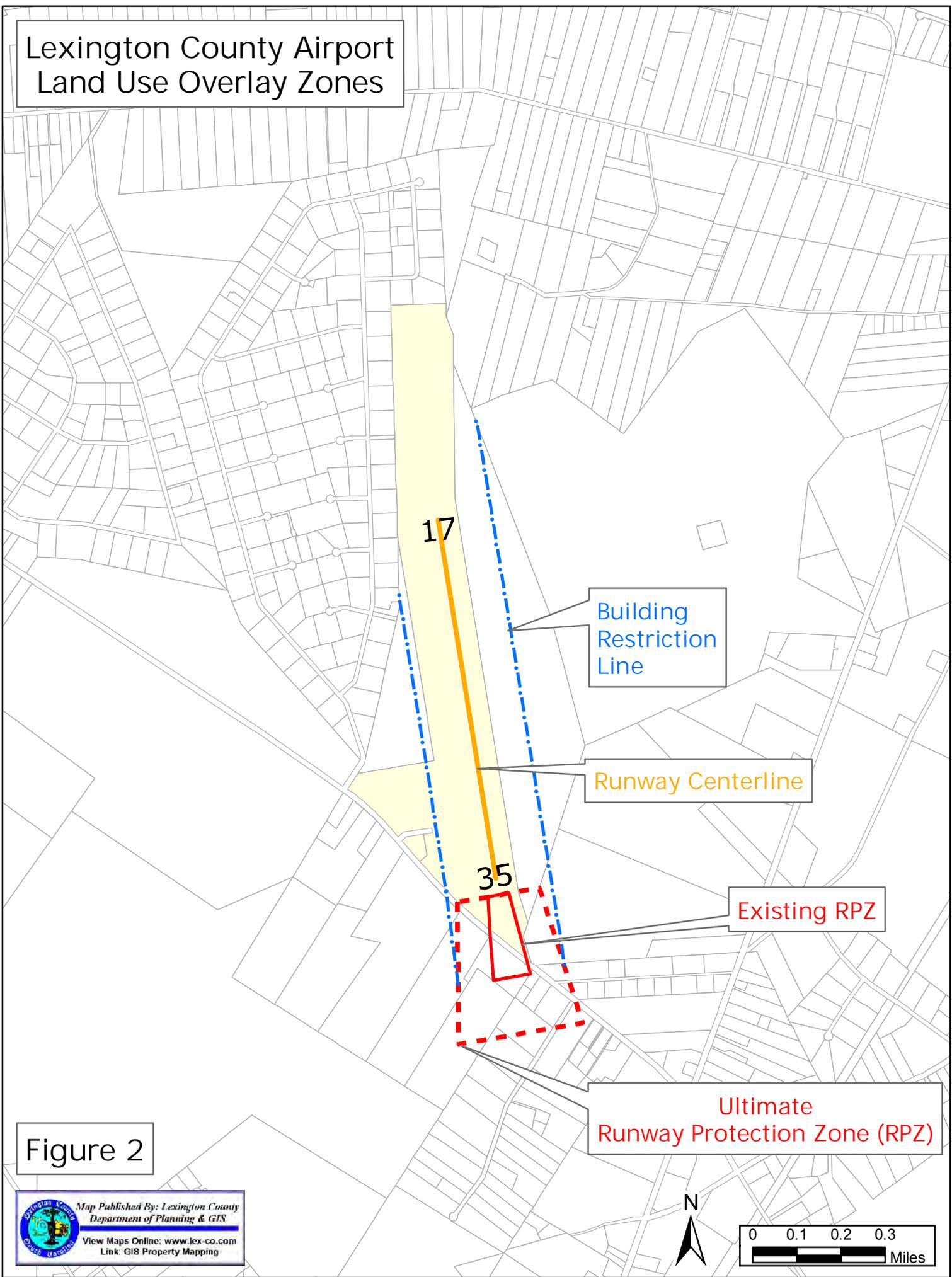
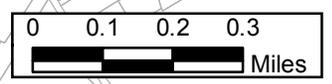


Figure 2





COUNTY OF LEXINGTON, SOUTH CAROLINA

**Solid Waste Management**

498 Landfill Lane  
Lexington, SC 29073  
Phone (803) 755-3325 Fax (803) 755-3833

**SOLID WASTE/PROCESSING FACILITY APPLICATION # SW 09-05**

Applicant/Business Name: Platt Springs Scrap and Recycling

Address and/or description of property for which the SW/Processing Facility Application is made:

5253 Platt Springs Road, Lexington, SC 29073

TMS#: 007621-01-001 Activity acreage: 0.8

Type of activity: Metal Recycling Center

On-site processing included? No

Additional comments as necessary: Metal scrap recycling, small metal volume, no vehicles.

Is activity under current review by SCDHEC? No

Does activity have a current SCDHEC permit? No

**Even though this request will be carefully reviewed and considered, the burden of proving the need for the request rests with the applicant.**

Date of application: 10-28-09

Applicant: Property Owner  Authorized Agent X

Phone #(s): (803) 743- 6887

Signature: ON FILE

Printed Name: Travis Batchler

Street/Mailing Address: 6977B Edmund Highway

City, State, Zip Code: Pelion, SC

10-28-09	Application Received
10-21-09	Zoning Site Plan Approved
1-21-10	Adjacent Property Notices Mailed

10-29-09	Fee Received
1-21-10	Property Posted
1-21-10	Newspaper Advertisement(s)

1-12-10	First Reading	2-09-10	Public Hearing	2/23/10	Final Reading
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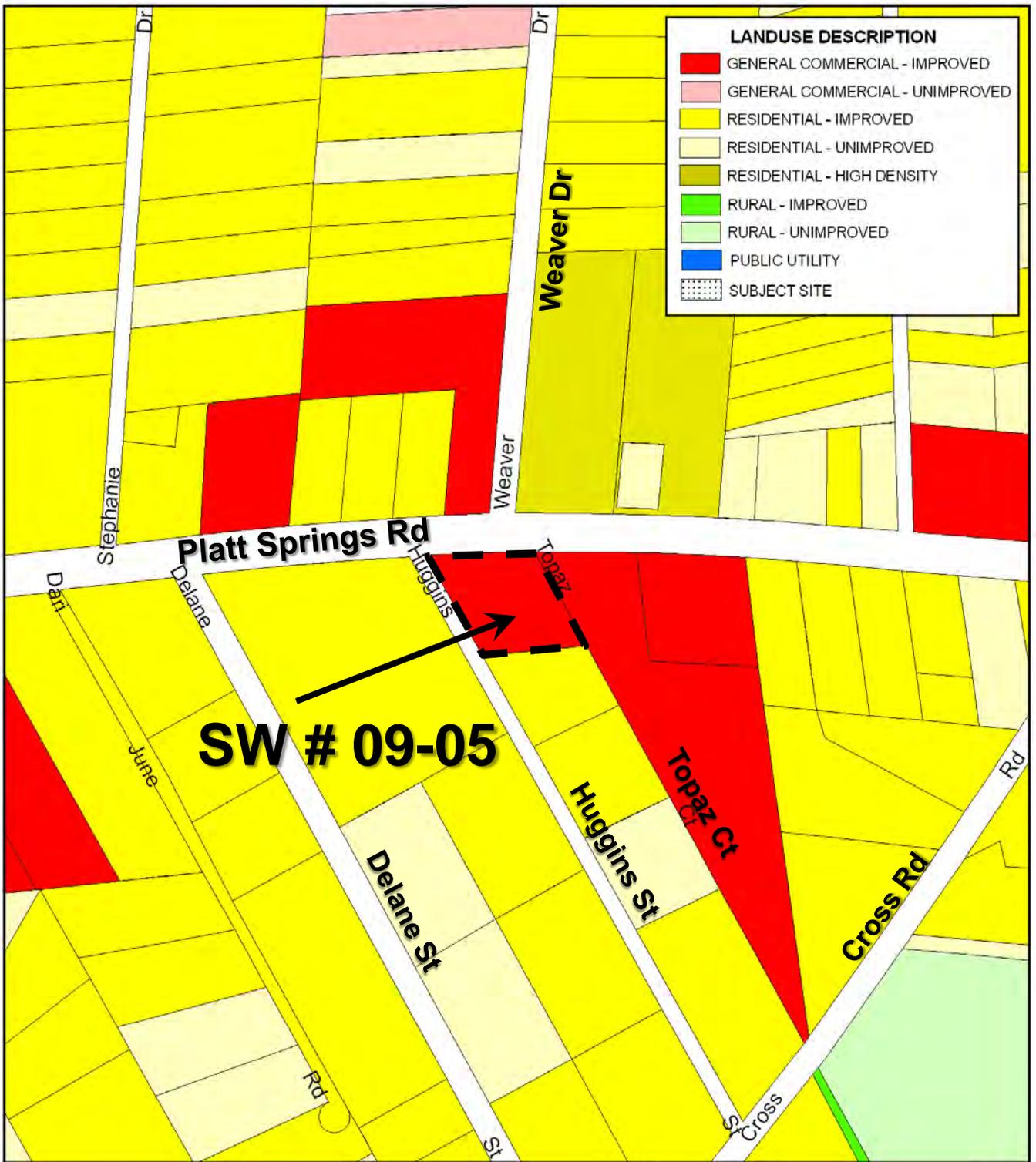
Results: \_\_\_\_\_

# Solid Waste/Processing Facility Application SW09-05

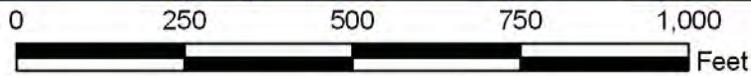


## ZONING LEGEND

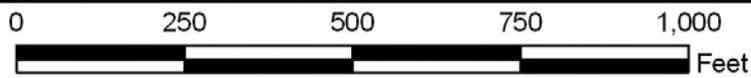
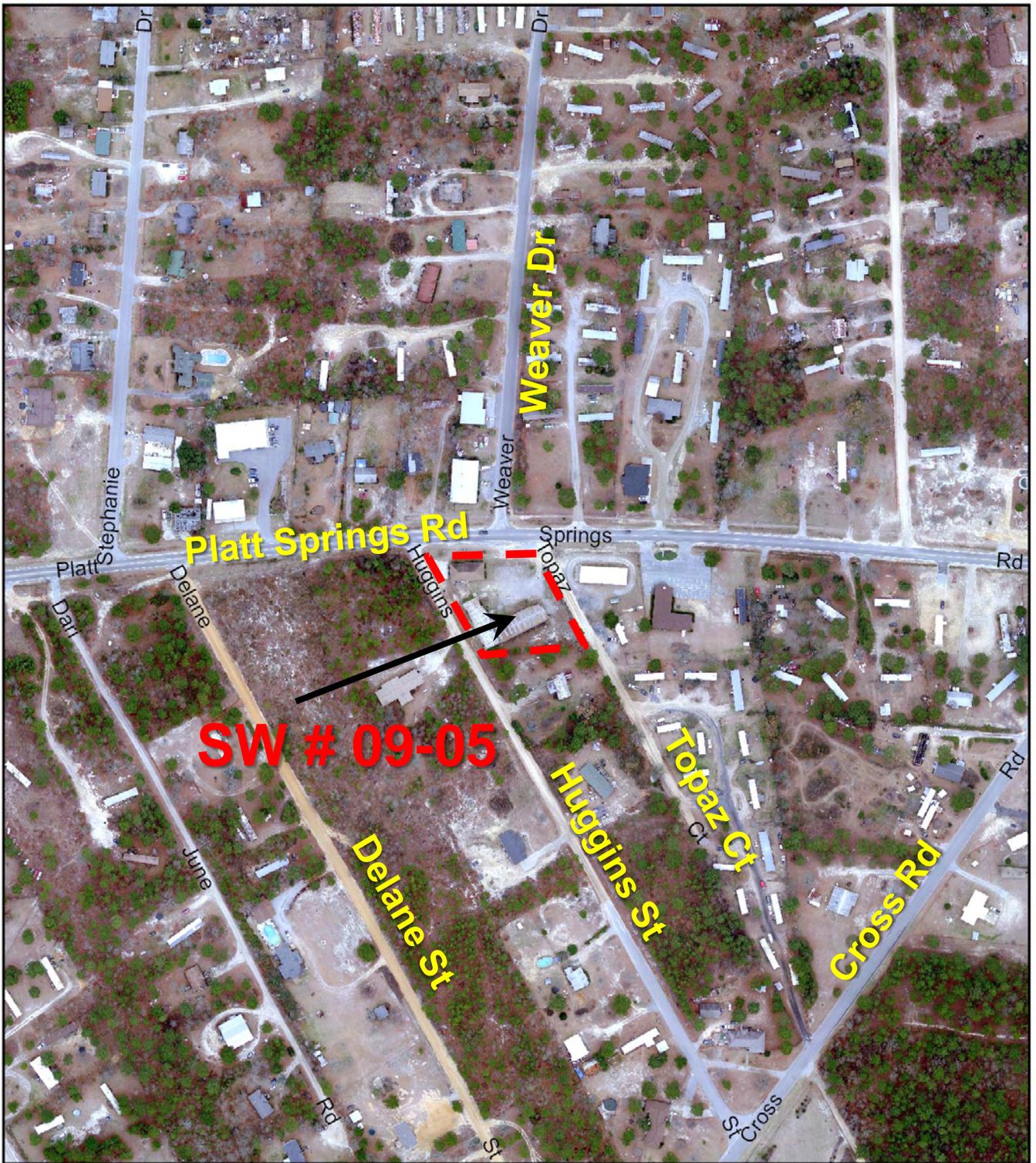
	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development



**SW # 09-05**



**2009 Existing Landuse  
SW # 09-05  
TMS # 007621-01-001**

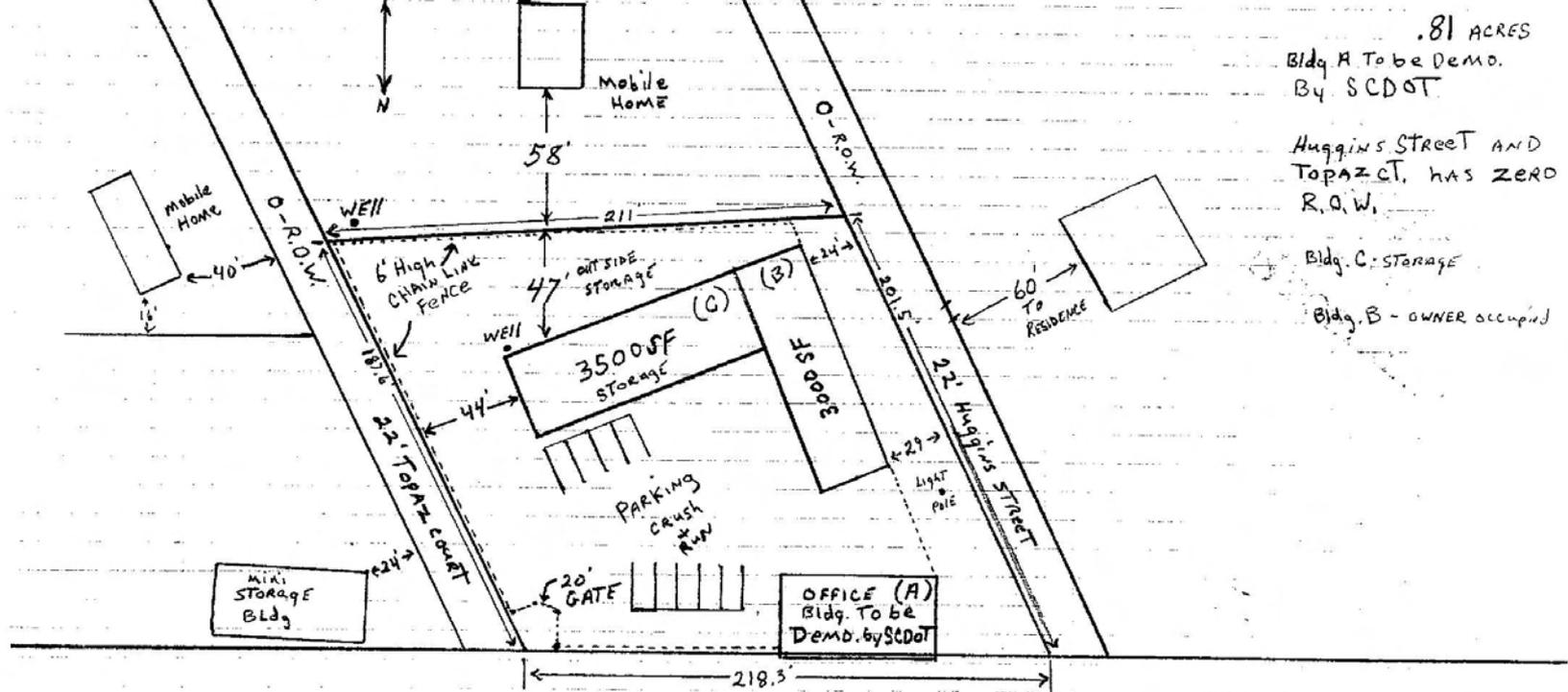


**2009 Aerial Photo**  
**SW # 09-05**  
**TMS # 007621-01-001**

# Solid Waste/Processing Facility Application SW09-05

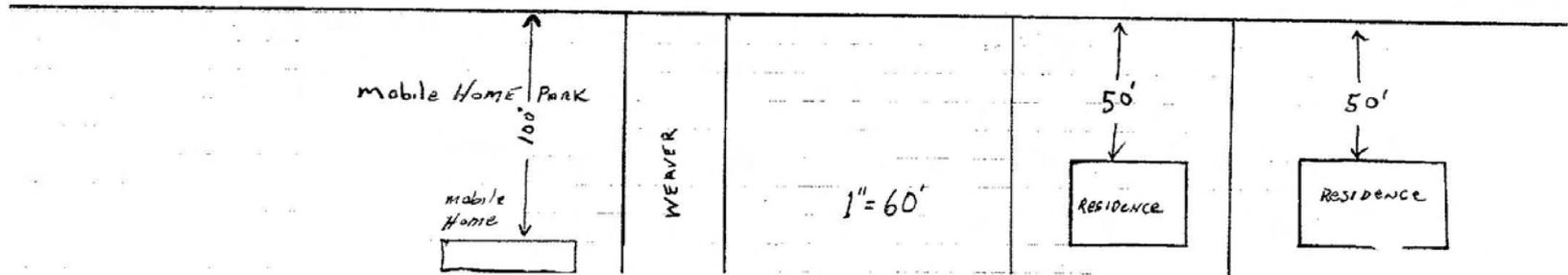


NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.



.81 ACRES  
 Bldg. A To be DEMO.  
 By SCDOT  
 Huggins STREET AND  
 TOPAZ CT. HAS ZERO  
 R.O.W.  
 Bldg. C - STORAGE  
 Bldg. B - OWNER occupied

(NEW R.O.W.) 55' R.O.W. EACH SIDE OF CENTER LINE  
 Hwy 602 PLATT Springs Rd.



**ORDINANCE No. 10-02**

**AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA, RNDC SOUTH CAROLINA, LLC, AND RNDC SOUTH CAROLINA RE HOLDINGS, LLC; THE ADDITION OF CERTAIN PROPERTY TO THE JOINT COUNTY INDUSTRIAL PARK SO AS TO ENLARGE THE PARK; AND MATTERS RELATING THERETO.**

**WHEREAS**, Lexington County (the “County”), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on January 26, 2010 (the “Resolution”), taken official action to identify the project (as defined below) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

**WHEREAS**, the County desires to enter into a fee agreement (the “Fee Agreement”) with **RNDC South Carolina, LLC** and **RNDC South Carolina RE Holdings, LLC** (collectively, the “Sponsors”), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”);

**WHEREAS**, the County and the Sponsors desire to enter into a Fee Agreement which will consist of certain real and personal property including all equipment, furnishings and other personal property required by the Sponsors and any and all activities relating thereto (which properties constitute a project under the Act and are referred to herein as the “Project”). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Sponsors to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Sponsors the benefits intended by the Act;

**WHEREAS**, Lexington County Council (the “County Council”) has caused to be prepared and presented to the County Council the Fee Agreement between the County and the Sponsors, which the County shall execute and deliver;

**WHEREAS**, as further inducement to the Sponsors, the County will utilize an existing Multi-County Industrial Park which will include the site of the Sponsors’ property that is subject to the fee-in-lieu of tax agreement (the “MCIP”) under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the “State Constitution”), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”); and whereas Ordinance 95-12, as subsequently amended, entered into an agreement (the “Park Agreement”) for development of a joint park with Calhoun County (the “Park”) and whereas, pursuant to Section 3 of the Park Agreement allowed for the Park to be subsequently enlarged; and

**WHEREAS**, it appears that the documents above referred to are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

**NOW, THEREFORE, BE IT ORDAINED** by the County Council in meeting duly assembled as follows:

**Section 1.** Pursuant to the Act and particularly Section 12-44-40(H) and (I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require a cumulative minimum investment of **\$11,850,000.00** which shall consist of at least **\$7,150,000.00** in real estate and improvements;

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

**Section 2.** In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which shall be executed and filed with the Clerk to County Council which comply with the terms of the aforementioned Inducement Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Sponsors.

**Section 3.** The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement in a form substantially identical to the terms contemplated herein and the performance of all obligations of the County under and pursuant to the Fee Agreement.

**Section 4.** The Park Agreement is hereby amended to include the property set forth herein as part of the Fee Agreement and attached hereto as Exhibit A.

**Section 5.** The consummation of all transactions contemplated by the Fee Agreement and the Park Agreement are hereby approved.

**Section 6.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 7.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

**Section 8.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**DONE, RATIFIED AND ADOPTED** this 23rd day of February, 2010.

**LEXINGTON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
James E. Kinard, Jr.  
Chair of Lexington County Council

ATTEST:

By: \_\_\_\_\_  
Diana W. Burnett  
Clerk to Lexington County Council

First Reading: January 26, 2010  
Second Reading: February 9, 2010  
Public Hearing: February 9, 2010  
Third Reading: February 23, 2010

## EXHIBIT A

### (Description of Property)

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, together with improvements thereon, if any, situate, lying and being in County of Lexington, State of South Carolina, containing approximately 13.408 acres as shown on an ALTA/ACSM Land Title Survey prepared for RNDC South Carolina RE Holdings, LLC by Power Engineering Company, Inc., dated February 17, 2010 (the "Plat"), and recorded in the Office of the Lexington County ROD in Book \_\_\_\_\_, page \_\_\_\_\_ (failure to record the Plat or insert the recording data herein shall not affect the validity hereof), and according to said plat having the following metes and bounds, to-wit:

Commencing at the centerline intersection of Sandhills Parkway and Foster Brothers Drive; thence turning and running S45°38'24"W for a distance of 65.18 feet to a 5/8" rebar and cap iron pin set on the western right-of-way of Foster Brothers Drive, said iron pin set being the Point of Beginning; thence turning and running along said western right-of-way of Foster Brothers Drive the following three courses: 1) S33°34'44"E for a distance of 28.11 feet to a 5/8" rebar and cap iron pin set; 2) along a curve to the right having a radius of 30.50 feet, a length of 47.97 feet, and being subtended by a chord bearing S78°19'08"E for a distance of 43.17 feet to a 1/2" rebar iron pin found; 3) S33°28'51"E for a distance of 571.52 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Foster Brothers Dixiana Sand Company; thence turning and running along lands now or formerly of Foster Brothers Dixiana Sand Company S79°08'51"W for a distance of 1,142.64 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Midway Logistics I, LLC; thence turning and running along lands now or formerly of Midway Logistics I, LLC, N11°17'37"W for a distance of 570.02 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Foster Brothers Dixiana Sand Company; thence turning and running along lands now or formerly of Foster Brothers Dixiana Sand Company N79°08'51"E for a distance of 876.39 feet to the place and Point of Beginning; said parcel containing 13.406 acres, all measurements being a little more or less.

Portions of: TMS 007997-04-001, 007997-04-002, and 005898-02-048

**FEE AGREEMENT**  
**BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**  
**AND**  
**RNDC SOUTH CAROLINA, LLC**  
**AND**  
**RNDC SOUTH CAROLINA RE HOLDINGS, LLC**  
**DATED AS OF**  
**FEBRUARY 23, 2010**

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## **FEE AGREEMENT**

**THIS FEE AGREEMENT** (“Fee Agreement”) is made and entered into as of February 23, 2010, by and between **LEXINGTON COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **RNDC SOUTH CAROLINA, LLC** (“RNDCSC”), a Delaware limited liability company, and **RNDC SOUTH CAROLINA RE HOLDINGS, LLC** (“RE Holdings”), a South Carolina limited liability company (RNDCSC and RE Holdings collectively the “Sponsors”).

### **WITNESSETH:**

**WHEREAS**, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

**WHEREAS**, pursuant to the Act, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

**WHEREAS**, pursuant to an Inducement Resolution dated January 26, 2010 (the “Inducement Resolution”) the County committed to enter into a fee agreement with the Sponsors which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of six percent (6%), a fixed millage rate of 290.184 for twenty (20) years, and to take such action as is required to place the Project in a multi-county industrial park, provided the Sponsors invest a total of \$11,850,000.00 in the Project during the Investment Period (as defined herein); and

**WHEREAS**, pursuant to an Ordinance adopted on February 23, 2010 (the “Ordinance”), as an inducement to the Sponsors to develop the Project, the County Council authorized the County to enter into a Fee Agreement and to include the property comprising the Project in a Multi-County Industrial Park subject to the terms and conditions hereof.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

## ARTICLE I

### RECAPITULATION AND DEFINITIONS

**SECTION 1.1. *Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsors agree to waive the recapitulation requirements of Section 12-44-55. If either or both of the Sponsors should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees of the County for the Sponsors' noncompliance.

**SECTION 1.2. *Rules of Construction; use of Defined Terms.*** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

#### **SECTION 1.3. *Definitions.***

**"Act"** means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Sponsors, then such amendment shall only be applicable with the consent or at the request of the Sponsors.

**"Applicable Governmental Body"** means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

**"Chair"** means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

**"Clerk"** means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

**"Commencement Date"** means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsors have entered into this Agreement.

**“County Council”** means the County Council of the County.

**“County”** means **Lexington County, South Carolina**, and its successors and assigns.

**“Documents”** means the Ordinance, this Fee Agreement and the Multi-County Industrial and Business Park Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

**“Event of Default”** means any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of February 23, 2010, between the County and the Sponsors.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

**“Inducement Resolution”** means the Resolution of the County Council adopted on January 26, 2010, committing the County to attempt to negotiate the Fee Agreement.

**“Investment Period”** shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension for such period as provided in Section 3.2(b) hereof.

**“Multi-County Industrial and Business Park”** means an industrial and business park established for inclusion of the Project pursuant to the Multi-County Industrial and Business Park Agreement pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13, paragraph D of the Constitution of South Carolina.

**“Multi-County Industrial and Business Park Agreement”** means the Multi-County Industrial and Business Park Agreement dated December 11, 1995 and all amendments thereto between the County and Calhoun County, South Carolina.

**“Ordinance”** means the Ordinance adopted by the County on February 23, 2010, authorizing this Fee Agreement.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Sponsor(s) pursuant to Section 5.1 of this Agreement.

**“Project”** means the Equipment, improvements and Real Property contributed by the Sponsor(s) together with the acquisition, construction, installation, design and engineering

thereof which is eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Sponsor(s) in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

**“Real Property”** means the land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement and to the extent improvements qualifying for the project are located on land whether or not the land qualifies for inclusion in the Project; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

**“Sponsors”** means **RNDC South Carolina, LLC** and **RNDC South Carolina RE Holdings, LLC** and all entities participating in the investment in the Project whether through ownership, lease, lease-purchase or otherwise and which are or have subsequent to the date hereof become a party to this Fee Agreement, including, but not limited to, sponsor affiliates (as defined in the Act), and all successors and assigns of such entities. Any entity that shall participate as a Sponsor, must execute this Fee Agreement or an amendment thereto pursuant to the Act.

**“Sponsor(s)”** means one or more Sponsors.

**“Stage”** in respect of the Project means the year within which Project property, if any, is placed in service during each year of the Investment Period.

**“State”** means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## ARTICLE II

### LIMITATION OF LIABILITY; INDUCEMENT

**SECTION 2.1 *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon

its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

**SECTION 2.2. *Inducement.*** The County and the Sponsors acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, has induced the Sponsors to enter into this Fee Agreement.

### **ARTICLE III**

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 3.1 *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Sponsors and covenants with the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of property comprising the Project shall be considered economic development property under the Act.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

**SECTION 3.2. *Covenants by the County.*** The County covenants with the Sponsors as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Sponsor(s) in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as reasonably believed to be required by the County in the performance of its duties under statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Sponsor(s).

(b) Upon receipt of written request from the Sponsor(s), the County agrees to consider any request the Sponsor(s) may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be provided by a resolution of County Council. Upon the granting of any such extension, the County agrees to cooperate with the Sponsor(s) by filing with the DOR a copy of such extension within 30 days of the date of execution thereof by the County.

**SECTION 3.3. *Representations and Warranties of the Sponsors.*** The Sponsors make the following representations and warranties to the County:

(a) RNDCSC is a limited liability company duly organized and validly existing under the laws of the State of Delaware and RE Holdings is a limited liability company duly organized and validly existing under the laws of the State. The Sponsors have full entity power to execute the Documents to which they are a party and to fulfill their obligations described in the Documents and, by proper entity action, have authorized the execution and delivery of the Documents to which they are a party.

(b) To the best of Sponsors' knowledge, neither the execution and delivery of the Documents to which the Sponsors are a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Sponsors are now a party or by which they are bound.

(c) To the best of Sponsors' knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Sponsors wherein an

unfavorable decision, ruling or finding would adversely affect the Sponsors or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Sponsors in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Sponsors are a party are (or, when executed, will be) legal, valid and binding obligations of the Sponsors enforceable against the Sponsors in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) In accordance with and as required by Section 12-44-40(F) of the Act, the Sponsors commit to the Project with a cumulative minimum investment of **\$11,850,000.00** which shall be made up of at least **\$7,150,000.00** in real estate and improvements and is subject to Section 5.4 of this Agreement.

(g) The Sponsors will pay all reasonable costs of the County, including attorneys' fees, incurred in connection with the authorization, execution and delivery of this Fee Agreement.

## **ARTICLE IV**

### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

#### **SECTION 4.1. *The Project.***

(a) The Sponsors have acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain machinery, equipment, and other personal property and real property which comprise the Project.

(b) Pursuant to the Act, the Sponsors and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Sponsor(s) may place personal property into service at any time under this Fee Agreement.

**SECTION 4.2. *Diligent Completion.*** The Sponsors agree to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor(s) shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project as set forth in Article X herein.

**SECTION 4.3. *Modifications to Project.*** The Sponsor(s) may make or cause to be made from time to time any additions, modifications or improvements to the Project that they may deem desirable for their business purposes.

## ARTICLE V

### PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

**SECTION 5.1. *Payments-in-Lieu-of-Taxes.*** The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes assuming a Fee Agreement is signed. However, the Sponsor(s) shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Sponsor(s) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Sponsor(s) have agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of **six percent (6.0%)** and a millage rate of **290.184**.

Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Sponsor(s) are not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Sponsor(s) shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first

payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding twenty (20) years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

#### **SECTION 5.2. *Disposal of Property; Replacement Property.***

(a) In any instance where the Sponsor(s) in its/their sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Sponsor(s) may remove such item (or such portion thereof as the Sponsor(s) shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Sponsors' gross investment below the minimum investment pursuant to Section 5.4, then the Project shall revert to *ad valorem* taxation and this Fee Agreement shall terminate pursuant to Section 12-44-140 of the Act.

(b) The Sponsor(s) may, in its/their sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

**SECTION 5.3. *Fee Term.*** The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than twenty (20) years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Sponsor(s) of its/their option to terminate pursuant to Section 10.1 hereof.

**SECTION 5.4. *Minimum Investment; Failure to Maintain Minimum Investment.***

(a) The Sponsors shall invest a cumulative minimum investment of \$11,850,000.00 (without regard to depreciation) in the Project by the end of the Investment Period and any extensions granted pursuant to Section 3.2(b) of this Agreement which must consist of a real estate investment of not less than \$7,150,000.00.

(b) In the event the real estate investment does not reach a level of \$7,150,000.00 (without regard to depreciation) during the Investment Period and any extensions, then this Fee Agreement shall terminate with respect to all Sponsors and each Sponsor shall pay the County an additional amount equal (if any) to that Sponsor's total savings from the time the first Payments-in-Lieu-of-Taxes was made to that point (that is, the difference between the fee amount paid by each Sponsor and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions). In no event shall this Fee Agreement terminate with respect to the real estate invested in the Project so long as there is a real estate investment of \$7,150,000.00 (without regard to depreciation) during the Investment Period and any extensions.

(c) In the event the Sponsors fail to reach or maintain the cumulative minimum investment of \$11,850,000.00 (without regard to depreciation) during the Investment Period and any extensions, and provided that at such time the Equipment invested in the Project has not reached a level of \$4,700,000.00, then this Fee Agreement shall terminate with respect to the Equipment invested in the Project (but not the real estate invested) and the Sponsor(s) investing the Equipment shall pay the County an additional amount equal (if any) to such Sponsor(s)' total savings with regard to its/their investment in the Equipment for the Project from the time the first Payments-in-Lieu-of-Taxes was made to that point (that is, the difference between the fee amount paid by such Sponsor(s) and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions).

**SECTION 5.5. *Multi-County Industrial and Business Park.*** The County has agreed, with the appropriate consent of Lexington County Council and Calhoun County Council, to amend an existing multi-county industrial and business park agreement (the "Multi-County Industrial and Business Park Agreement") to include the Sponsors' facility in such Multi-County Industrial and Business Park between the County and the County of Calhoun, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended, and to undertake and execute those procedures,

instruments, ordinances, resolutions and documents as may be reasonably required to accomplish same.

## ARTICLE VI

### PROPERTY TAX EXEMPTION AND ABATEMENT

**SECTION 6.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Sponsors covenant that:

(a) all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Sponsors have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Sponsors will maintain the identity of the Project as a “project” in accordance with the Act.

## ARTICLE VII

### EFFECTIVE DATE

**SECTION 7.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## ARTICLE VIII

### SPECIAL COVENANTS

#### **SECTION 8.1. *Indemnification Covenants***

(a) The Sponsors shall and agree to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 8.1(b) and to reimburse them for all reasonable expenses to which any of them might be subject due to the approval and entering into of the documents or the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County

required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if the County or any of its members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Sponsor(s) shall indemnify and hold harmless the County and its members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or company, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Sponsor(s) at its/their own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Sponsors shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

**SECTION 8.2. *Assignment and Subletting.*** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Sponsor(s), as the case may be, so long as such assignment or sublease is made with County consent, which may be granted by Resolution of the County Council.

## **ARTICLE IX**

### **EVENT OF DEFAULT AND REMEDIES**

**SECTION 9.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If the Sponsor(s) shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for thirty (30) days after receiving written notice of default from the County; or

(b) If the Sponsor(s) or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Sponsor(s) or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of thirty (30) days after written notice of default has been given to the Sponsor(s) by the County or to the County by the Sponsor(s); provided if by reason of “force majeure,” as hereinafter defined, the Sponsor(s) or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than thirty (30) days to cure such default and the Sponsor(s) or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Sponsor(s) or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 9.2. Remedies on Default.** Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor(s), under the Documents. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49 and Title 12, Chapter 51) and any Act relating to the enforced collection of taxes.

**SECTION 9.3. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Sponsor(s) or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE X

### OPTION OF THE SPONSOR(S)

**SECTION 10.1. Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least thirty (30) days notice, the Sponsor(s) may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Sponsor(s) will become liable for *ad valorem* property taxes on the Project or such portion thereof beginning with the property tax year following such termination.

## ARTICLE XI

### MISCELLANEOUS

**SECTION 11.1. Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to Sponsors:                   RNDC South Carolina, LLC  
  c/o Peter G. Fawcett, President  
  P.O. Box 3389  
  West Columbia, SC 29171  
  Facsimile: (803) 739-1619

RNDC South Carolina RE Holdings, LLC  
c/o Paul L. Fine, CFO  
RNDC – USA  
809 Jefferson Highway  
Jefferson, LA 70121  
Facsimile: (504)849-6515

With a Copy To: Peter G. Fawcett  
P.O. Box 3389  
West Columbia, SC 29171  
Facsimile: (803) 739-1619

With A Copy To: Lanneau Wm. Lambert, Jr., Esquire  
Turner, Padgett, Graham & Laney, PA  
Post Office Box 1473  
Columbia, SC 29202  
Facsimile: (803) 799-3957

If to the County: Lexington County Council, South Carolina  
212 South Lake Drive  
Lexington, SC 29072  
Attention: Clerk to Council  
Facsimile: 803-785-8101

With A Copy To: Jeffrey M. Anderson  
Nicholson Davis Frawley Anderson & Ayer  
140 E. Main Street  
P.O. Box 489  
Lexington, SC 29071-0489  
Facsimile: 803-359-7478

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

**SECTION 11.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Sponsors and their respective successors and assigns.

**SECTION 11.3. *Invalidity and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Sponsors shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render

unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Sponsors hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

**SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 11.5. *Fiscal Year; Property Tax Year.*** If the Sponsor(s)' fiscal year changes in the future so as to cause a change in the Sponsor(s)' property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

**SECTION 11.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Sponsors. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

**SECTION 11.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

**SECTION 11.8. *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

**SECTION 11.9. *Filings.*** Whenever the Sponsor(s) shall be required to file or produce any reports, notices or other documents during the Fee Term, the Sponsor(s) shall in due time furnish to the County the completed form of such report, notice or other required documents together with a certification by the Sponsor(s) that such document is accurate.

**SECTION 11.10. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 11.11. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Sponsor(s) such additional instruments as the Sponsor(s) may reasonably request to effectuate the purposes of this Fee Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the SPONSORS, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.**

**LEXINGTON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
James E. Kinard, Jr.  
Chair of Lexington County Council

**ATTEST:**

\_\_\_\_\_  
Diana W. Burnett  
Clerk, Lexington County Council

**RNDC SOUTH CAROLINA, LLC**

By: \_\_\_\_\_  
Peter G. Fawcett, President

**RNDC SOUTH CAROLINA RE HOLDINGS, LLC**

By: \_\_\_\_\_  
Paul L. Fine, Manager

## EXHIBIT A

### (Description of Property)

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, together with improvements thereon, if any, situate, lying and being in County of Lexington, State of South Carolina, containing approximately 13.408 acres as shown on an ALTA/ACSM Land Title Survey prepared for RNDC South Carolina RE Holdings, LLC by Power Engineering Company, Inc., dated February 17, 2010 (the "Plat"), and recorded in the Office of the Lexington County ROD in Book \_\_\_\_\_, page \_\_\_\_\_ (failure to record the Plat or insert the recording data herein shall not affect the validity hereof), and according to said plat having the following metes and bounds, to-wit:

Commencing at the centerline intersection of Sandhills Parkway and Foster Brothers Drive; thence turning and running S45°38'24"W for a distance of 65.18 feet to a 5/8" rebar and cap iron pin set on the western right-of-way of Foster Brothers Drive, said iron pin set being the Point of Beginning; thence turning and running along said western right-of-way of Foster Brothers Drive the following three courses: 1) S33°34'44"E for a distance of 28.11 feet to a 5/8" rebar and cap iron pin set; 2) along a curve to the right having a radius of 30.50 feet, a length of 47.97 feet, and being subtended by a chord bearing S78°19'08"E for a distance of 43.17 feet to a 1/2" rebar iron pin found; 3) S33°28'51"E for a distance of 571.52 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Foster Brothers Dixiana Sand Company; thence turning and running along lands now or formerly of Foster Brothers Dixiana Sand Company S79°08'51"W for a distance of 1,142.64 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Midway Logistics I, LLC; thence turning and running along lands now or formerly of Midway Logistics I, LLC, N11°17'37"W for a distance of 570.02 feet to a 5/8" rebar and cap iron pin set at lands now or formerly of Foster Brothers Dixiana Sand Company; thence turning and running along lands now or formerly of Foster Brothers Dixiana Sand Company N79°08'51"E for a distance of 876.39 feet to the place and Point of Beginning; said parcel containing 13.406 acres, all measurements being a little more or less.

Portions of: TMS 007997-04-001, 007997-04-002, and 005898-02-048