

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**BUDGET WORKSESSION**  
**Tuesday, May 24, 2011**  
**Second Floor – Dorothy K. Black Council Chambers**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-785-8103 -- FAX 803-785-8101**

**12:00 p.m. – 3:00 p.m. - Committee of the Whole**

- **FY2011-2012 Budget Discussions**
- **General Fund Recap**
  - Budget Policies
  - New Program Priorities
- **Non- General Fund**
  - Special Revenue Fund Appropriations
    - Public Defender
    - Solid Waste Management
    - Other Special Revenue Funds
  - Millage Agencies

**Committee of the Whole**

J. Kinard, Chairman  
B. Banning, Sr., V Chairman  
F. Townsend  
S. Davis  
D. Summers  
B. Keisler  
J. Jeffcoat  
B. Matthews  
T. Cullum

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, May 24, 2011**  
**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. Also, if time permits, Council may elect to enter into Executive Session to discuss contractual, legal, personnel matters, etc.**

**3:00 p.m. - 3:05 p.m. - Economic Development**

- (1) Approval of Minutes - Meetings of April 12 and 26, 2011 .....A
- (2) Old Business/New Business - 1) Competitiveness of Millage Rate of Surrounding Industrial Parks; 2) Amazon Current Millage Rate Versus New Saxe Gotha Millage Comparison
- (3) Adjournment

**3:05 p.m. - 3:10 p.m. - Planning & Administration**

- (1) Zoning Text Amendment T11-01 - Sign Amendments (Goal 2) - 2<sup>nd</sup> Reading - Planning and GIS - Charlie Compton, Director .....B
- (2) Library Services and Technology Act (LSTA) Grant Award - Library Services - Dan MacNeill, Director .....C
- (3) Approval of Minutes - Meetings of April 12 and 26, 2011 .....D
- (4) Old Business/New Business - Landscaping for Detention Ponds
- (5) Adjournment

**3:10 p.m. - 3:15 p.m. - Justice**

- (1) Approval of Minutes - Meeting of April 26, 2011 .....E
- (2) Old Business/New Business
- (3) Adjournment

**3:15 p.m. - 3:20 p.m. - Health & Human Services**

- (1) Approval of Minutes - Meeting of April 12, 2011 .....F
- (2) Old Business/New Business
- (3) Adjournment

**3:20 p.m. - 3:25 p.m. - Public Works**

- (1) Approval of Minutes - Meeting of April 12, 2011 .....G
- (2) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road - Corley Mill/Riverchase, Flooding Issues-Kinley Creek Criteria, Stormwater Land Development Manual Chapter 7
- (3) Adjournment

**3:25 p.m. - 3:30 p.m. - Solid Waste**

- (1) Solid Waste/Processing Facility Application #11-01 - First Reading - Solid Waste Management - Dave Eger, Director .....H
- (2) Old Business/New Business
- (3) Adjournment

**3:30 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Approval of Minutes - Meetings of April 12 and 26, 2011 ..... I
- (2) Possible Executive Session if Time Permits
- (3) Old Business/New Business - Local Contractors Procurement
- (4) 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.**

**Economic Development**

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

**Justice**

S. Davis, Chairman  
B. Keisler, V Chairman  
F. Townsend, III  
B. Banning  
J. Kinard

**Public Works**

T. Cullum, Chairman  
B. Keisler, V Chairman  
B. Matthews  
B. Banning, Sr.  
J. Kinard

**Committee of the Whole**

J. Kinard, Chairman  
B. Banning, Sr., V Chairman  
F. Townsend, III  
S. Davis  
D. Summers  
B. Keisler  
J. Jeffcoat  
B. Matthews  
T. Cullum

**Planning & Administration**

J. Jeffcoat, Chairman  
S. Davis, V Chairman  
B. Matthews  
B. Banning, Sr.  
J. Kinard

**Health & Human Services**

J. Jeffcoat, Chairman  
D. Summers, V Chairman  
F. Townsend, III  
B. Keisler  
J. Kinard

**Solid Waste**

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

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**

**Tuesday, May 24, 2011**

**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**

**Presentation of Resolution**

Columbia Opportunity Resource (COR) and Lexington Young Professionals (LYP) Presentation  
by Councilman Debbie Summers

**Resolutions.....J**

- (1) William Gregory Shockley
- (2) Vasa W. Cate, M.D.
- (3) National Tourism Week
- (4) Wingate by Wyndham Columbia/Lexington

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

**Appointments .....K**

**Bids/Purchases/RFPs**

- (1) 2011 Full Depth Reclamation Program - Public Works.....L
- (2) Ammunition - Sheriff's Department .....M
- (3) Employee Health Care Insurance - Human Resources/Risk Management .....N

**Summer Schedule** .....O

**Approval of Minutes** - Meetings of April 12 and 26, 2011 ..... P

**Ordinances**

- (1) Ordinance 11-05 - An Ordinance Adopting an Annual Budget for Fiscal Year 2011-12-  
2<sup>nd</sup> Reading ..... Q
- (2) Ordinance 11-06 - 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 and Interstate Container  
Columbia LLC; and Matters Relating Thereto - 2<sup>nd</sup> Reading ..... R
- (3) Ordinance 11-07 - An Ordinance to Amend Ordinance No. 95-12 as Amended by  
Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and  
Calhoun Counties so as to Enlarge the Park (Interstate Container Columbia LLC) -  
2<sup>nd</sup> Reading ..... S

**Committee Reports**

**Planning & Administration, J. Jeffcoat, Chairman**

- (1) Zoning Text Amendment T11-01 - Sign Amendments (Goal 2) - 2<sup>nd</sup> Reading - **Tab B**
- (2) Library Services and Technology Act (LSTA) Grant Award - **Tab C**

**Solid Waste, D. Summers, Chairman**

- (1) Solid Waste/Processing Facility Application #11-01 - First Reading - **Tab H**

**Budget Amendment Resolutions**

**6:00 P.M. - Public Hearings**

- (1) Ordinance 11-05 - An Ordinance Adopting an Annual Budget for Fiscal Year 2011-12 - **Tab Q**
- (2) Ordinance 11-06 - 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 and Interstate Container  
Columbia  
LLC; and Matters Relating Thereto - 2<sup>nd</sup> Reading - **Tab R**
- (3) Ordinance 11-07 - An Ordinance to Amend Ordinance No. 95-12 as Amended by  
Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and  
Calhoun Counties so as to Enlarge the Park (Interstate Container Columbia LLC) - **Tab S**
- (4) Ordinance 11-08 - An Ordinance (1) to Amend Ordinance No. 95-12 as Amended by

Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties so as to Enlarge the Park to Add Certain Property Owned by Michelin North America, Inc.; and (2) Approving and Authorizing Other Matters Related Thereto ..... T

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**

**MISSION:**

**Provide quality services to our citizens at a reasonable cost.**

**VISION:**

**Planned growth for our communities with abundant opportunities for all in a quality environment.**

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.

# Memorandum

May 12, 2011

**To:** Katherine Hubbard  
County Administrator

**For:** Planning and Administration Committee  
County Council

**From:** Charlie Compton, Director  
Department of Planning and GIS

**Reference:** Zoning Text Amendment #T11-01 – Sign Amendments

This Zoning Text Amendment draft is scheduled for a recommendation from the Planning and Administration Committee and a possible second reading by Council at 4:30pm. There were no comments from the public hearing to consider and the Planning Commission at their April meeting recommended approval. The only changes that I have made from the last meeting is to increase the maximum height of an off-premise Public Service sign from 4 feet to 5 feet and delete one word in that section.

**Enclosure:** Zoning Text Amendment #T11-01



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 # **T11-01**

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

ARTICLE 2 - APPLICATION OF REGULATIONS, Chapter 5 - Signs

Reason for the request: To add provisions for public service signs.

Submitted on behalf of:  County Council  Planning Commission

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

Signature: Signature on file

03/15/2011	Application Received	04/07/2011	Newspaper Advertisement
04/21/2011	Planning Commission		

Planning Commission Recommendation: Recommended approval by a vote of 7-0

03/22/11	First Reading	04/26/11	Public Hearing	Second Reading	Third Reading
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Results: \_\_\_\_\_

**Make the following additions to:**

**Section 26.00 Definitions and Quick Reference Chart**

**Public Service Signs.** Signs that display information relative to a public service activity including assisting the public in finding the location of such an activity. Such activities shall only include those which do not exist for the purpose of acquiring an income for the personal gain of the owner(s) or operator(s). They shall be limited to those activities that exist solely for the purpose of providing a desired service, pastime, endeavor, leisure interest, etc. for members of the general public. Public service activities shall include but are not limited to the following: churches, public education, recreation, cultural, entertainment, community clubs, and veterans clubs.

Quick Reference Chart

**LEGEND:** T = Temporary P = Permanent \$ = Permit Required E = Exempt X = Not Allowed

**NOTE:** All allowed or exempt signs, including flags, must meet the requirements as outlined in this ordinance.

Sign Type	Ordinance Section Reference	T	P	E	X	Required Setback from Right-of-way	Required Setback from Adjoining Property	Display Area, Height and/or Spacing Restrictions
Public Service Signs	26.53		✓\$			10 ft.*	10 ft.*	✓

\* If the distance from the edge of the road to the edge of the right-of-way is greater than 20 feet, the 10-foot setback from the road right-of-way shall not apply.

\*\* Not considered a type of sign, but as an optional form of construction or method of display.

**Make the following additions to:**

**Section 26.10 General Provisions**

**26.10 General Provisions**

**26.11 Construction Standards**

All signs shall comply with the appropriate provisions of the County’s Building Code, and shall maintain clearances from all overhead electrical conductors in accordance with the National Electric Code, provided that no sign shall be installed closer than 10 feet horizontally or vertically from any conductor. Temporary signs shall be erected or placed to remain in the intended location and not to become a safety hazard or litter problem.

**26.12 Unsafe or Hazardous Signs**

No sign shall be erected or allowed to remain erected that, in the opinion of the County Building Official, is structurally unsafe and constitutes a danger to the public safety. If any sign should become insecure, in danger of falling, or otherwise unsafe, the owner thereof or the person maintaining the sign shall immediately secure or remove the sign.

### 26.13 Maintenance

To insure that signs are maintained in a safe and aesthetic manner, the following maintenance requirements shall apply to all signs.

- a. No sign shall be allowed to have more than 20 percent of its display area, reverse side, or structure **missing or** covered with disfigured, chipped, cracked, ripped, or peeling paint or poster paper for a period of more than 30 successive days.
- b. No sign shall be allowed to remain with a bent or broken display area, broken supports, loose appendages or struts, or stand more than 15 degrees away from the perpendicular for a period of more than 30 successive days.
- c. No sign shall be allowed to have weeds, trees, vines, or other wild vegetation growing upon it for a period of more than 30 successive days.
- d. No indirect or internally illuminated sign shall be allowed to have only partial illumination for a period of more than 30 successive days.

**Any sign that fails to comply with the requirements above must be immediately removed by the owner of the property or the person responsible for the sign.**

### 26.14 Public Right-of-Way

No portion of any sign shall overhang or encroach upon any public right-of-way.

### 26.15 Illuminated Signs

All illuminated signs must meet the performance standards related to light and glare as described in Article 2, Section 24.50.

## **Make the following additions to:**

### **Section 26.53 Specialty Signs**

Canopy Signs are any signs which are erected on a separate, freestanding roof-like covering. Only business logos or names are allowed as canopy signs, with a maximum of one logo or name on each canopy face. A logo is the symbol or trademark of a company. No portion of a canopy sign shall be permitted above the top of the roof of the covering to which it is attached, or permitted to be lower than eight feet above ground level. An owner of a business with a canopy connected to a building has the option of using either canopy or marquee signage, but not both.

Driveway Signs indicating the direction of travel are required on all one-way driveways. These signs must be above-ground signs, with a maximum height of 2½ feet, and located at the edge of the existing road right-of-way.

Marquee Signs are any signs erected, stenciled, engraved on, attached to, or suspended from a marquee. A marquee is defined as any hood, awning, or roof-like structure of permanent construction, which is supported from a wall of a building and projects beyond the building wall, and is generally designed and constructed to provide protection against the weather. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. A maximum of 12 feet in height can be used for this 15 percent measurement. No portion of a marquee sign shall be permitted above the top of the roof of the building to which it is attached, or permitted to be lower than 8 feet above ground level. The marquee sign information may be dispersed anywhere on the marquee as long as the total display area of all information does not exceed the 15 percent requirement.

Public Information Signs are signs containing no message, copy, announcement, or decoration other than instructions or directions to the public except for subordinate identity. Such signs include, but are not limited to, identifying the following: restrooms, public telephones, walkways, entrance and exit drives, freight entrances, and traffic directions. Information signs shall be allowed on business lots provided that no such sign shall exceed 6 square feet in display area. Information signs shall not count toward the maximum number of signs allowable nor the maximum display area of signs allowable.

Public Service Signs are signs that display information relative to a public service activity including assisting the public in finding the location of such an activity. Such activities shall only include those which do not exist for the purpose of acquiring an income for the personal gain of the owner(s) or operator(s). They shall be limited to those activities that exist solely for the purpose of providing a desired service, pastime, endeavor, leisure interest, etc. for members of the general public. Public service activities shall include but are not limited to the following: churches, public education, recreation, cultural, entertainment, community clubs, and veterans clubs.

On-premise Public Service Signs shall comply with all of the requirements for Business Signs as found in this Chapter of the Zoning Ordinance.

Off-premise Public Service ~~Directional~~ Signs shall be allowed provided they are located on private property with the property owners' permission and meet the following requirements:

1. They must be located no further from the public service activity than the first intersection with an Arterial (A) street. If there are multiple directions to arrive at the activity there may be multiple signs with the maximum distance allowed determined independently in each direction.
2. These signs shall not contain more than 24 square feet in display area. The decorative structure on which the sign is displayed may not exceed 32 square feet.
3. The maximum height of the sign and/or decorative structure shall be ~~4~~ 5 feet.

Multiple public service activities desiring to place off-premise directional signs on the same property are encouraged to share a single sign structure. They must meet the same size and location requirements of this section, however, the maximum height of the sign structure may be 8 feet. Materials used should be of similar quality as the permanent on-site signs, i.e. painted plywood would not be acceptable. A second sign in the same location that is not sharing a sign structure may not obstruct the view of the first sign.

Projecting Signs are any signs which are erected on a building wall or structure and extend beyond the building wall more than twelve inches. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. A maximum of 12 feet in height can be used for this 15 percent measurement. No portion of a projecting sign shall be permitted above the top of the roof of the building to which it is attached, or permitted to be lower than 8 feet above ground level.

Residential/Commercial/Industrial Subdivision and Residential Development Signs are permanent signs displaying no information other than the name of the subdivision, group housing development, apartment/condominium complex, or mobile home park. Such signs may be either single signs or gateway signs (paired signs on each side of an entrance). These signs shall not exceed 100 square feet each in display area, and shall not exceed a height of 6 feet. However, the display area and height restrictions are not intended to apply to the entire decorative structure on which the sign is displayed. Within the same project, a single sign or pair of gateway signs must be at least 300 feet from another single sign or pair of gateway signs. Such signs shall also be exempt from the 10-foot setback restriction of Section 26.51, but still must comply with the engineering criteria found in the Lexington County Land Development Manual and the Driveway Restrictions found in Section 22.10 of this Ordinance. A sign can be located in a road right-of-way median if such sign complies with all engineering criteria found in the Lexington County Development Guidelines.

Wall Signs are signs attached to the exterior wall of a building or structure which do not extend beyond the building wall more than 12 inches. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. A maximum of 12 feet in height can be used for this 15 percent measurement. No portion of a wall sign shall be permitted to project above the wall of the building to which it is attached except in the case of signs mounted to the roof in which case no portion shall project above the top of the roof. The wall sign information may be dispersed anywhere on the wall as long as the total display area of all information does not exceed the 15 percent requirement. A "mural" is a painting applied to a wall containing no advertisement for any business product or activity. A mural, as defined, will not be considered a wall sign.



**COUNTY OF LEXINGTON  
LIBRARY FEDERAL FUNDS  
Annual Budget  
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Dec 2009-10	Amended Budget Thru Dec 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Recommend 2010-11	Approved 2010-11
<b>* Library Federal Funds 2340:</b>								
<b>Revenues: (Organization: 000000)</b>								
457000	Federal Grant Income	0	0	0	0	1,200	1,200	
<b>** Total Revenue</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,200</b>	<b>1,200</b>	
<b>***Appropriation Total</b>					0	1,200	1,200	
FUND BALANCE								
Beginning of Year					0	0	0	
FUND BALANCE - Projected								
End of Year					0	0	0	

Fund: 2340  
Division: Library Division  
Organization: 230099 - Non-departmental

Object Expenditure Code Classification	2008-09 Expenditure	2009-10 Expend. (Dec)	2009-10 Amended (Dec)	<b>BUDGET</b>		
				2010-11 Requested	2010-11 Recommend	2010-11 Approved
<b>Personnel</b>						
<b>* Total Personnel</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Operating Expenses</b>						
520300	Professional Services	0	0	0	1,200	1,200
<b>* Total Operating Expenses</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,200</b>	<b>1,200</b>
<b>** Total Personnel &amp; Operating</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,200</b>	<b>1,200</b>
<b>Capital</b>						
<b>** Total Capital</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*** Total Budget Appropriation</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,200</b>	<b>1,200</b>

**Youth Services**

**Lexington County Public Library**

**Summer Reading Resources Grant Proposal**

**South Carolina State Library**

The Youth Services Department of the Lexington County Public Library would like to submit a grant proposal to the South Carolina State Library. In this proposed program the Youth Services Coordinator will procure the services of a children's touring theatre and a professional storyteller to provide programming for a county elementary school and eight daycare centers to promote the library's Summer Reading Program. The cost of these professional service contracts total \$1,200.00, which is the face value of the grant. The total amount will be reimbursed by the State Library. All grant activities will be completed by June 30, 2011.

The required local match is met entirely by the Youth Services Coordinator's staff hours worked during the planning and implementation of the grant activities.

Submitted by:

Ellen Stringer, Youth Services Coordinator

April 1, 2011



south carolina  
**STATE LIBRARY**

**SOUTH CAROLINA STATE LIBRARY  
LIBRARY SERVICES AND TECHNOLOGY ACT  
GRANT AWARD NOTIFICATION – PROGRAM YEAR 2010 FUNDS  
P.L. 108-81, AS AMENDED - LS-00-10-0041-10, CFDA No. 45.310**

<b>RECIPIENT NAME &amp; ADDRESS</b>  Lexington Main Library 5440 Augusta Road Lexington SC 29072  Dan Macneill, Director <a href="mailto:dmacneill@lex.lib.sc.us">dmacneill@lex.lib.sc.us</a>	<b>DATE OF AWARD: 4-25-2011</b>
	<b>AWARD NUMBER: IID-10-14</b>  <b>PROJECT TITLE: SRP Grant – Summer 2011</b>
<b>LSTA PROJECT CATEGORY:</b>	<b>AWARD AMOUNT: \$ 1200.00</b>
<b>INTERIM REPORTS DUE: N/A</b>	<b>PERIOD FOR SUBMITTING FINANCIAL INVOICES FOR REIMBURSEMENT: October 1, 2010 through August 31, 2011</b>
<b>FINAL REPORT DUE: October 31, 2011</b>	<b>Federal Grant Period for FFY10 LSTA, South Carolina State Award: October 1, 2009 – September 30, 2011</b>
Direct questions about LSTA requirements, guidelines, reimbursements and other related matters to: Kathy Sheppard, LSTA Coordinator <a href="mailto:ksheppard@statelibrary.sc.gov">ksheppard@statelibrary.sc.gov</a> , (803) 734-8653. Questions or concerns related to the administration of LSTA in South Carolina may be directed to the State Librarian, David S. Goble ( <a href="mailto:dgoble@statelibrary.sc.gov">dgoble@statelibrary.sc.gov</a> ).	
<b>South Carolina State Library PO Box 11469 Columbia, SC 29211</b>	<b>Phone: 803-734-8666 Toll-Free: 1-888-221-4643 Fax: 803-734-8676</b>

**BASIC AWARD INFORMATION**



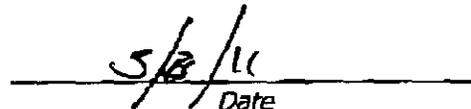
This document is the formal announcement of a grant awarded under the Library Services and Technology Act (LSTA) for the purposes of the Act and for state goals identified in South Carolina's 2008-2012 Five-Year LSTA State Plan (including any forthcoming amendments approved by IMLS). The award is to be used ONLY for the support of the grantee's approved project and for any forthcoming revisions approved by the South Carolina State Library. Keep this document with your financial records.

The grant award number must be used on all correspondence directed to the SC State Library concerning this grant. Project changes requiring prior approval include new or substantial changes to the budget, goals, objectives or activities as documented in the grantee's original project application.

All recipients of LSTA grants are required to credit IMLS and the SC State Library in all publications and activities in conjunction with the use of grant funds. Please refer to the "Grantee Communications Kit" for appropriate forms.

**South Carolina State Library Authorizing Official: David S. Goble, State Librarian**

  
Signature  
State Librarian, South Carolina

  
Date

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.

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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 11- 01**

Applicant/Business Name: Tristar Land Company, LLC

Address and/or description of property for which the SW/Processing Facility Application is made:  
1170 Belo Road, Lexington, SC 29072-8133

TMS#: 006300-03-049 Activity acreage: 16.74 ac

Type of activity: Wood Chipping/Composting Facility On-site processing included? Yes

Additional comments as necessary: N/A

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: 5/03/11 Applicant: Property Owner X Authorized Agent

Phone #(s): 803-216-8777 (office) 803-216-8070 (fax)

Signature: On File Printed Name: John Stephenson

Street/Mailing Address: 138 Westpark Blvd City, State, Zip Code: Columbia, SC 29210

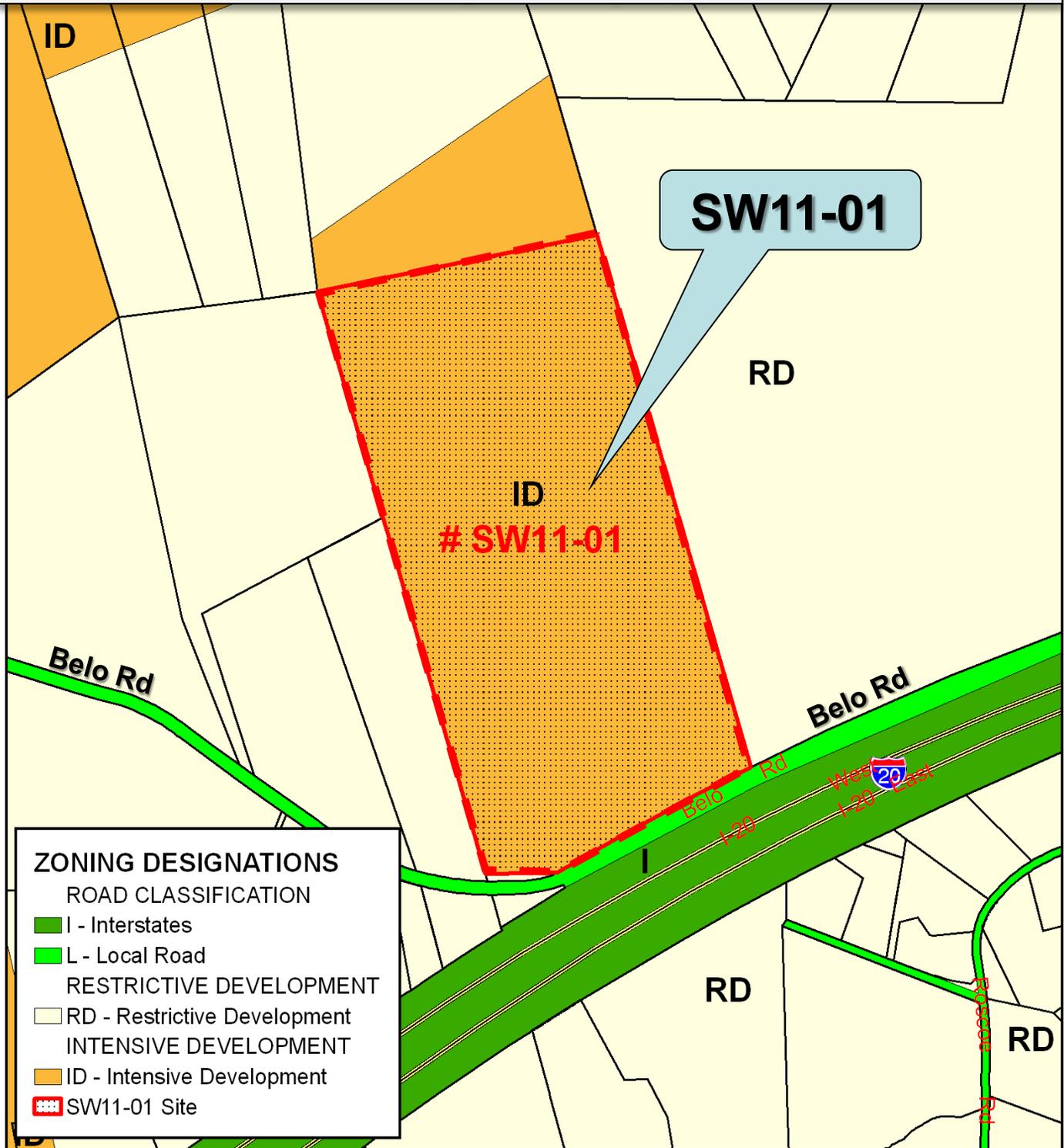
5-3-11	Application Received
5-12-11	Zoning Site Plan Approved
	Adjacent Property Notices Mailed

5-3-11	Fee Received
	Property Posted
	Newspaper Advertisement(s)

5-24-11	First Reading	6-14-11	Public Hearing	6-28-11	Final Reading
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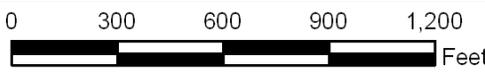
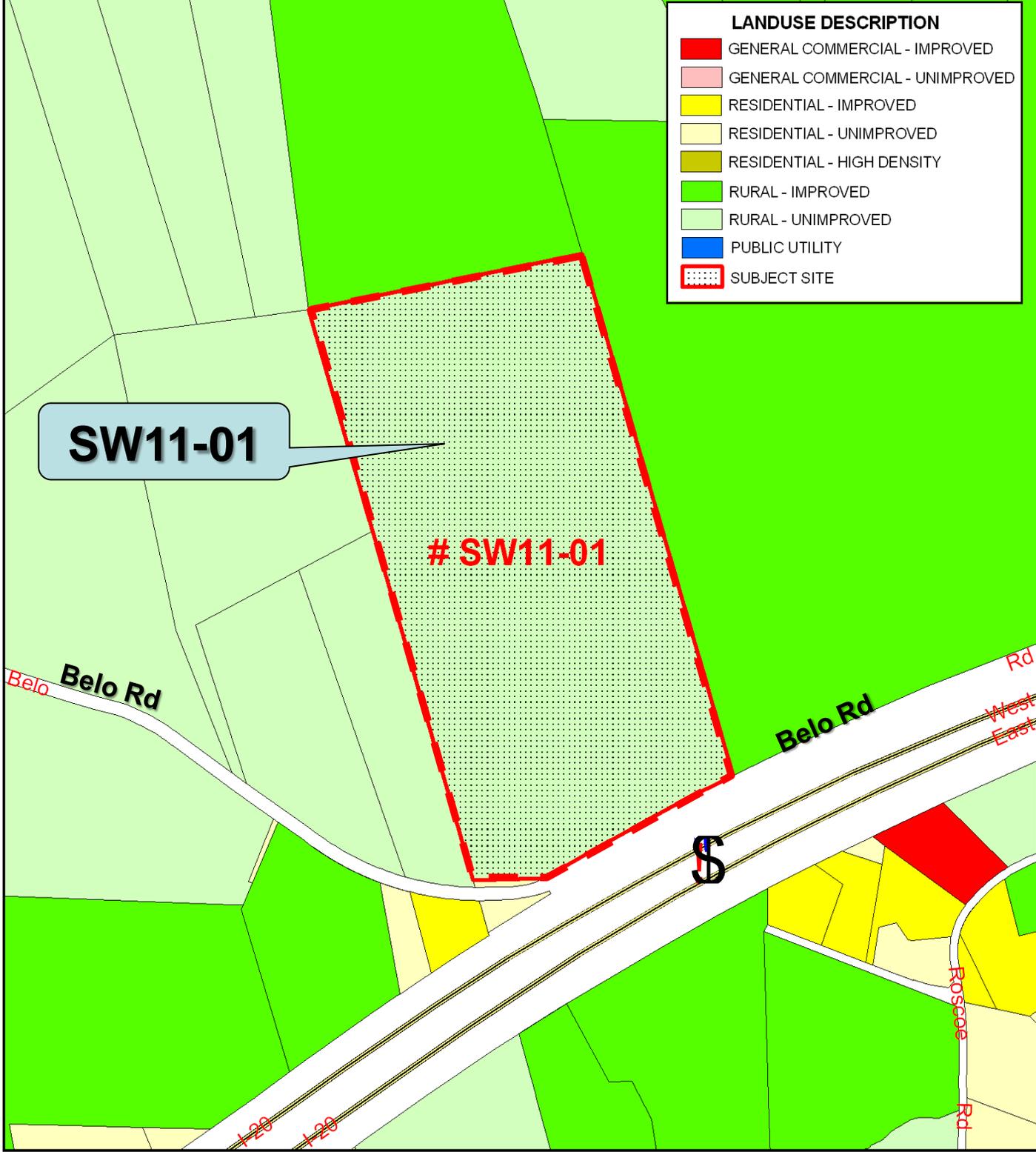
Results: \_\_\_\_\_

# Solid Waste/Processing Facility Application SW11-01

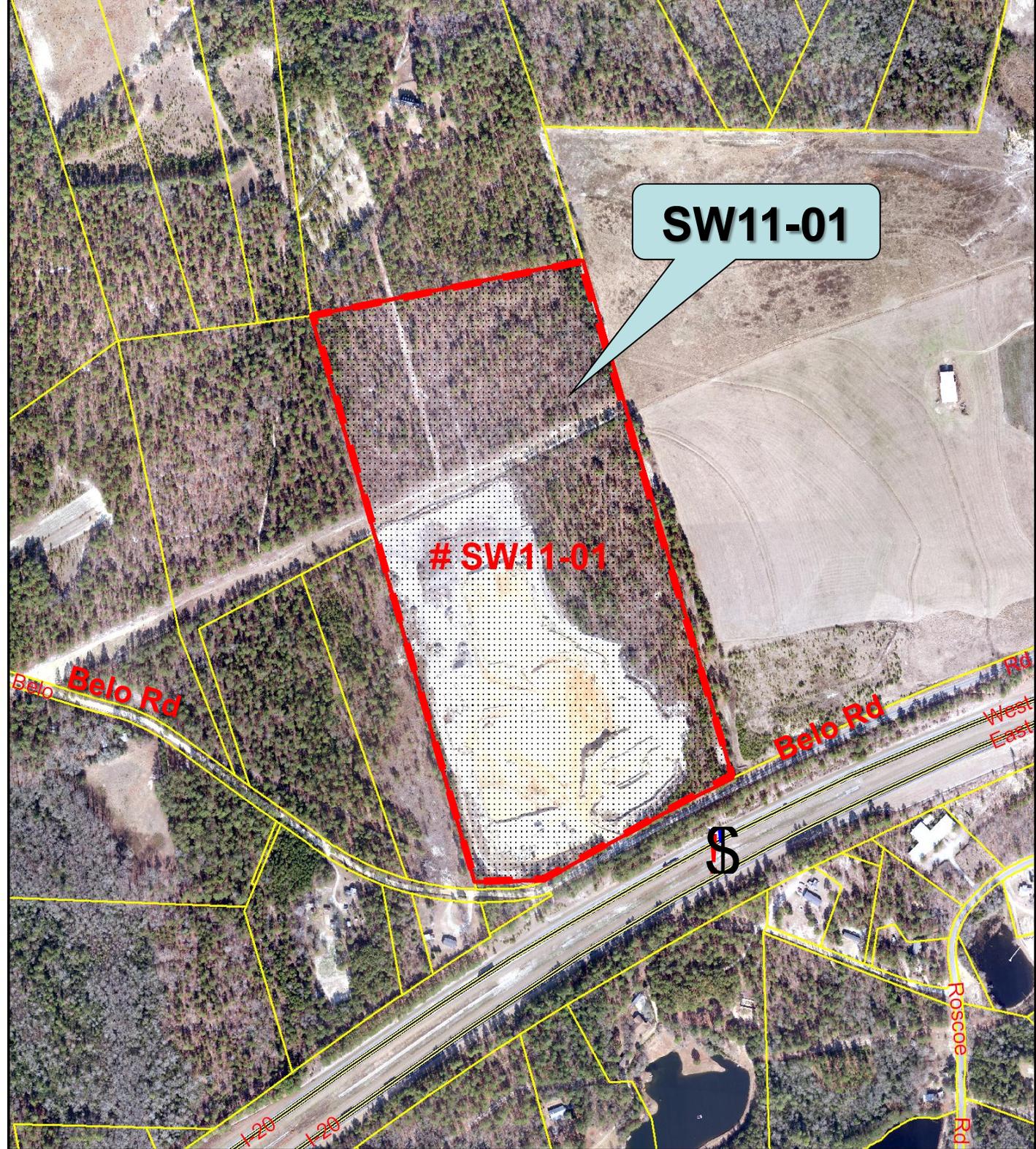


**2009 Existing Zoning  
# SW11-01  
TMS # 006300-03-049**

LANDUSE DESCRIPTION	
	GENERAL COMMERCIAL - IMPROVED
	GENERAL COMMERCIAL - UNIMPROVED
	RESIDENTIAL - IMPROVED
	RESIDENTIAL - UNIMPROVED
	RESIDENTIAL - HIGH DENSITY
	RURAL - IMPROVED
	RURAL - UNIMPROVED
	PUBLIC UTILITY
	SUBJECT SITE



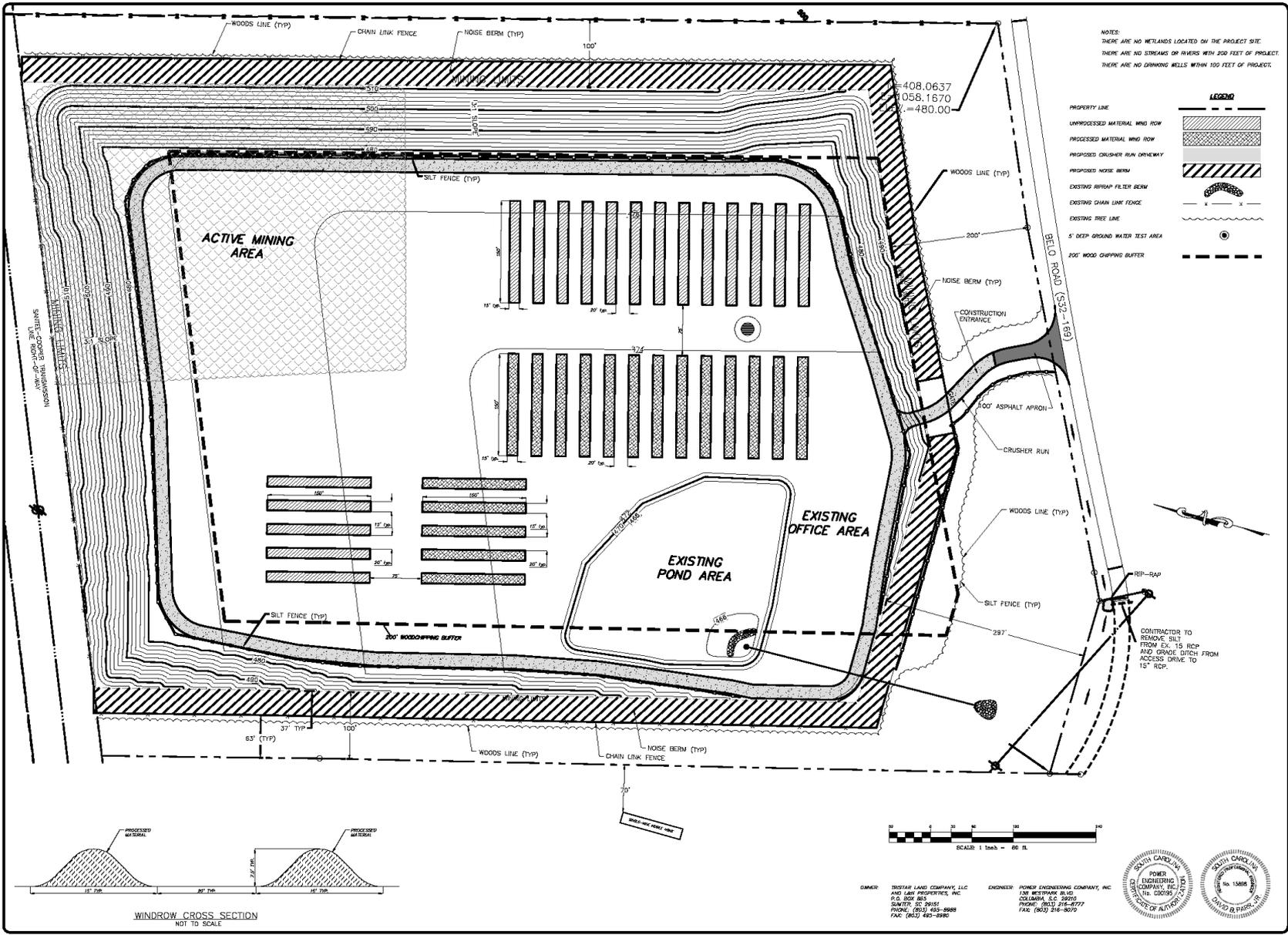
**2009 Existing Landuse**  
**# SW11-01**  
**TMS # 006300-03-049**



0 300 600 900 1,200 Feet

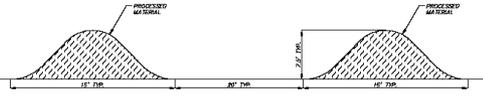
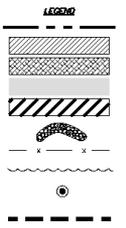


**2009 Aerial Photo**  
**# SW11-01**  
**TMS # 006300-03-049**

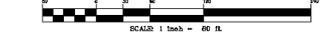


NOTES:  
 THERE ARE NO WETLANDS LOCATED ON THE PROJECT SITE.  
 THERE ARE NO STREAMS OR INVERTS WITH 200 FEET OF PROJECT.  
 THERE ARE NO DRAWING WELLS WITHIN 100 FEET OF PROJECT.

- PROPERTY LINE  
 UNPROCESSED MATERIAL WIND ROW  
 PROCESSED MATERIAL WIND ROW  
 PROPOSED CRUSHER RUN DRIVEWAY  
 PROPOSED NOISE BERM  
 EXISTING RIPRAP FILTER BERM  
 EXISTING CHAIN LINK FENCE  
 EXISTING TREE LINE  
 5' DEEP GROUND WATER TEST AREA  
 200' WOOD CHIPPING BUFFER



WINDROW CROSS SECTION  
 NOT TO SCALE



OWNER: TRISTAR LAND COMPANY, LLC AND LAW INDUSTRIES, INC. P.O. BOX 865 SUMMIT, SC 29151 PHONE: (803) 248-8888 FAX: (803) 482-9980  
 ENGINEER: POWER ENGINEERING COMPANY, INC. LAW WESTWING BLDG. COLUMBIA, SC 29910 PHONE: (803) 216-8777 FAX: (803) 216-8070



REVISIONS	BY
4-14-11	JTS
ADD ACCESS TRAILER AND ADDED WOODCHIPPING BUFFER	
5-02-11	DSP
ADD ACCESS TRAILER AND WOODCHIPPING BUFFER LOCATIONS PER COUNTY COMMENT	

PREPARED BY  
**POWER ENGINEERING COMPANY, INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 COLUMBIA, SC CHARLOTTE, NC

**TRISTAR LAND COMPANY, LLC**  
**BELO ROAD SITE**  
**WOOD CHIPPING FACILITY SITE PLAN**  
 RICHLAND COUNTY, NEAR COLUMBIA, SOUTH CAROLINA

DRAWN	D.E.B.
CHECKED	G.B.P.
DATE	3-08-2011
SCALE	1" = 60'
JOB NO.	2011
SHEET	1
OF	1 SHEETS

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

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24<sup>TH</sup> DAY OF MAY, TWO THOUSAND AND ELEVEN ADOPTED THE FOLLOWING:**

**WHEREAS**, Judge William Gregory Shockley is retiring June 30<sup>th</sup> after 22 years as Magistrate for Lexington County District 4; and

**WHEREAS**, he is a member of the South Carolina Summary Court Judges Association and served ten years as Legislative Congressional Representative for the 11<sup>th</sup> Judicial Circuit where he served as chairman; and

**WHEREAS**, Judge Shockley has dedicated over 38 years in various volunteer and paid capacities for the County of Lexington; and

**WHEREAS**, in 1973, he was a member of the original committee which organized and established standards for the Lexington County Fire Service; and

**WHEREAS**, since 1974 he has been an active volunteer fireman for the Mack Edisto Fire Station – Station 7 and was instrumental in acquiring land for the Mack Edisto Fire Station; and

**WHEREAS**, since the creation of Lexington Fire Service, he has represented Station 7 on the Lexington County Fire Advisory Board, now the Leadership Team, serving as Chairman and Facilitator; and

**WHEREAS**, he served as State Constable and Reserve Deputy for the Lexington County Sheriff's Department and was a Resident Deputy from 1981-1989; and

**WHEREAS**, Judge Shockley was raised as a Freemason 47 years ago and is currently a member and past Worshipful Master of the Oliver Lodge #133 in Swansea, SC. He is also a member of the Scottish Rite as a 32<sup>nd</sup> degree mason.

**NOW, THEREFORE, BE IT RESOLVED** that we, Lexington County Council, express our heartfelt appreciation and gratitude to **WILLIAM GREGORY SHOCKLEY** for his dedicated service to Lexington County and its citizens.

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

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

\_\_\_\_\_  
Frank J. Townsend, III

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

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

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

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

\_\_\_\_\_  
Kenneth Brad Matthews

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

ATTEST:

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

## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24<sup>TH</sup> DAY OF MAY, TWO THOUSAND AND ELEVEN ADOPTED THE FOLLOWING:**

**WHEREAS**, Vasa W. Cate, M.D. served with honor on the Lexington County Health Services District, Inc. Board of Directors from November 2003 through March 2011; and

**WHEREAS**, his commitment to devoting the time necessary to fulfill the responsibilities of this appointment is a reflection of his concern for Lexington County and its citizens; and

**WHEREAS**, during Dr. Cate's tenure on the Board, he has witnessed such projects as the construction of Lexington Medical Park 2, the construction of the \$150 million expansion to Lexington Medical Center that includes complete replacement of the Operating Room, expansion to the Laboratory and other departments, and the addition of an inpatient bed tower that can accommodate 150 new beds, purchased land for a future second hospital, and the approval of a Certificate of Need to provide comprehensive cardiac services at Lexington Medical Center; and

**WHEREAS**, Dr. Cate has also served on the Building Committee, the Performance Improvement Committee of the Medical Staff, and as Vice Chairman of the LEXMED Board.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, extend to **VASA W. CATE, M.D.** our sincere thanks and gratitude for the tremendous job he has done for the Board, the County, and the citizens of Lexington County.

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

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

\_\_\_\_\_  
Frank J. Townsend, III

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

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

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

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

\_\_\_\_\_  
Kenneth Brad Matthews

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

ATTEST:

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

## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24<sup>TH</sup> DAY OF MAY, TWO THOUSAND AND ELEVEN ADOPTED THE FOLLOWING:**

**WHEREAS**, tourism brings in 3 million visitors to the Columbia region every year; and

**WHEREAS**, tourism generates \$1 billion in direct spending in the Columbia region every year; and

**WHEREAS**, tourism directly employs more than 65,000 people in the Columbia region; and

**WHEREAS**, tourism saves every household in South Carolina \$691 in taxes annually; and

**WHEREAS**, tourism is the largest industry in South Carolina according to many economists; and

**WHEREAS**, tourism supports the jobs of nearly 1 in 10 South Carolinians; and

**WHEREAS**, National Tourism Week is an annual event sponsored by the Travel Industry Association, aimed at promoting the power of travel; and

**WHEREAS**, the goal of National Tourism Week is to enhance the country's economy and inform the public of the cultural and social benefits of travel and tourism.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, do hereby proclaim **May 7-15, 2011** as **NATIONAL TOURISM WEEK**.

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

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

\_\_\_\_\_  
Frank J. Townsend, III

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

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

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

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

\_\_\_\_\_  
Kenneth Brad Matthews

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

ATTEST:

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

## RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24<sup>TH</sup> DAY OF MAY, TWO THOUSAND AND ELEVEN ADOPTED THE FOLLOWING:**

**WHEREAS**, the Wingate by Wyndham Columbia/Lexington Hotel has been named Outstanding Property of the Year by the Wingate by Wyndham<sup>®</sup> brand for 2010, one of the highest honors in the midscale hotel chain's portfolio; and

**WHEREAS**, the Wingate by Wyndham is a 97-room hotel located at I-20 and Highway 378 in Lexington, SC that is conveniently situated in the heart of South Carolina's state capitol; and

**WHEREAS**, the Wingate by Wyndham was one of 177 Wingate by Wyndham properties throughout North America vying for this award; and

**WHEREAS**, to be eligible for the prestigious award, a Wingate by Wyndham property must have demonstrated positive performance and outstanding characteristics in all areas of hospitality in 2010 and judged on overall guest satisfaction, cleanliness, demonstrating excellence in customer service, while playing an active and positive role in the local community; and

**WHEREAS**, the Wingate by Wyndham is involved with the Greater Lexington Chamber and Visitors Center, West Metro Chamber of Commerce & Visitor's Center, Lexington Medical Center Foundation, Chemo with Style, and other local charities.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council hereby recognize the **WINGATE BY WYNDHAM COLUMBIA/LEXINGTON** for being named the **OUTSTANDING PROPERTY OF THE YEAR BY THE WINGATE BY WYNDHAM<sup>®</sup> BRAND FOR 2010.**

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James E. Kinard, Jr., Chairman

---

William B. Banning, Sr., Vice Chairman

---

Frank J. Townsend, III

---

George H. "Smokey" Davis

---

Debra B. Summers

---

Bobby C. Keisler

---

Johnny W. Jeffcoat

---

Kenneth Brad Matthews

---

M. Todd Cullum

ATTEST:

---

Diana W. Burnett, Clerk



## APPOINTMENTS BOARDS & COMMISSIONS

May 24, 2011

### **BOBBY KEISLER**

**Lexington County Health Services District Board** - James Irby Shealy; term expired 03/10/11; not eligible for reappointment

**Lexington County Health Services District Board** - William E. Stillwell, Jr.; term expired 03/10/11; not eligible for reappointment

**Nancy K. Perry Children's Shelter** - Carol R. Metts; term expires 06/30/11; eligible for reappointment

### **JOHNNY JEFFCOAT**

**Nancy K. Perry Children's Shelter** - Christine B. Westbrook; term expires 06/30/11; not eligible for reappointment

### **BILL BANNING**

**Nancy K. Perry Children's Shelter** - Elizabeth B. Partlow; term expires 06/30/11; eligible for reappointment

### **TODD CULLUM**

**Board of Zoning Appeals** - Vacant; term expires 12/31/13

### **AT LARGE:**

#### **Central Midlands Council of Governments (COG):**

**Citizen Appointee** - John Carrigg; term expires 06/15/11; eligible for reappointment

**Citizen Appointee** - Wilbur Lee Jeffcoat; term expires 06/15/11; eligible for reappointment

**Citizen Appointee** - New appointment - see attached letter from Central Midlands Council of Governments

#### **Midlands Authority for Conventions, Sports & Tourism:**

**Lodging Industry Representative** - Vacant; term expired 6/30/10

**At Large** - Robert Livingston; term expires 06/30/11; eligible for reappointment

#### **Midlands Authority for Conventions, Sports & Tourism Facility Review Committee:**

John Carrigg; term expired 12/31/10



May 3, 2011

The Honorable Jim Kinard  
Chairman, Lexington County Council  
212 South Lake Drive  
Lexington, SC 29072

Dear Chairman Kinard:

After each decennial Census, the Board of Directors of the Central Midlands Council of Governments reviews the number of representatives allocated to each member government, based on the procedure in the COG's Creating Agreement. Enclosed is the new allocation of the CMCOG Board of Directors representation. According the COG's Creating Agreement, representation will be based upon the 2010 Census data of our member governments. The City of Columbia and Lexington and Richland Counties will each increase by one member based on population growth. All other member governments retain the same number of representatives.

Since Lexington County is entitled to one additional representative, please let me know at your earliest convenience the name and contact information for your new representative. Please keep in mind that Lexington County has agreed to maintain a total of two minority representatives.

If you have any questions, please contact me at 803-744-5128 or [nwhitaker@cmcog.org](mailto:nwhitaker@cmcog.org).

Respectfully yours,

A handwritten signature in blue ink, appearing to read "Norman Whitaker".

Norman Whitaker, AICP  
Executive Director

NW/fca

Enclosure

CC: Katherine Hubbard

**CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS**  
**Representation of Member Governments**

**Fairfield County**

Two citizen representatives appointed  
One elected official appointed

**Lexington County**

Five citizen representatives appointed  
Six elected officials appointed

**Newberry County**

Two citizen representatives appointed  
One elected official appointed

**Richland County**

Six citizen representatives appointed  
Six elected officials appointed

**Fairfield County Legislative Delegation**

One elected official appointed

**Lexington County Legislative Delegation**

One elected official appointed

**Newberry County Legislative Delegation**

One elected official appointed

**Richland County Legislative Delegation**

One elected official appointed

**Town of Batesburg-Leesville**

One elected official appointed

**City of Cayce**

One elected official appointed

**City of Columbia**

Four citizen representatives appointed  
Three elected officials appointed

**City of Forest Acres**

One elected official appointed

**Town of Irmo**

One elected official appointed

**Town of Lexington**

One elected official appointed

**City of Newberry**

One elected official appointed

**Town of Springdale**

One elected official appointed

**City of West Columbia**

One elected official appointed

**Town of Winnsboro**

One elected official appointed

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** May 13, 2011

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Jeffrey A. Hyde  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: 2011 Full Depth Reclamation Program  
B11054-04/12/11S  
Public Works**

---

Competitive bids were solicited and advertised for improvements to 2011 Full Depth Reclamation Program. This project consists of providing all materials, equipment, and labor to reclaim approximately 4.5 miles of Lexington County maintained roads. A mandatory pre-bid meeting was held on March 30, 2011 in which eight (8) contractors were represented. We received four (4) responsive bids on April 12, 2011 (see attached Bid Tabulation).

The bids were evaluated by John Fechtler, Director of Public Works; J. Randy Edwards, County Engineer; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to C.R. Jackson as the lowest bidder for a total amount of \$1,319,738.25.

County funds are appropriated in the following account:

2700-121300-530001	SCHD "C" Funds
Road Resurfacing	\$1,161,969.45 *

(\* The additional \$157,768.80 of funding that is required will be transferred (ABT) by time the of the Council approval date.)

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on May 24, 2011.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
John Fechtler, Director of Public Works/Assistant County Administrator  
J. Randy Edwards, County Engineer

**County of Lexington**

**Bid Tabulation**

**BID # : B11054-04/12/11S**

**2011 Full Depth Reclamation Program**

Item	Qty	U/M	Description	CR Jackson		Coogler Construction	
				Unit Total	Total Cost	Unit Total	Total Cost
203	100	CY	Contingent Unsuitable Material Excavation	\$ 55.00	\$ 5,500.00	\$ 40.00	\$ 4,000.00
207	100	CY	Contingent Excess Material Recorded	\$ 15.00	\$ 1,500.00	\$ 20.00	\$ 2,000.00
208	330	LF	Valley Gutter Sub grade Preparation	\$ 15.00	\$ 4,950.00	\$ 5.00	\$ 1,650.00
209	132	Ton	Shoulder Edge Drop Off Grading Adjustment	\$ 57.00	\$ 7,524.00	\$ 25.00	\$ 3,300.00
308	59008	SY	Cement Stabilized Aggregate Base	\$ 4.05	\$ 238,982.40	\$ 4.25	\$ 250,784.00
401.1	7752	ton	Hot Mix Asphalt, Surface Course	\$ 87.00	\$ 674,424.00	\$ 92.00	\$ 713,184.00
401.2	960	SY	Contingent Hot Mix Asphalt, Wedge and Level	\$ 15.60	\$ 14,976.00	\$ 97.00	\$ 93,120.00
401.3	8247	SY	Milling of Existing Asphalt	\$ 2.55	\$ 21,029.85	\$ 6.90	\$ 56,904.30
401.4	189	CY	Contingent Aggregate Base Patch	\$ 59.00	\$ 11,151.00	\$ 40.00	\$ 7,560.00
401.5	747	Ton	Full Depth Patch	\$ 110.00	\$ 82,170.00	\$ 67.00	\$ 50,049.00
601	1	LS	Maintenance of Traffic	\$ 20,000.00	\$ 20,000.00	\$ 87,500.00	\$ 87,500.00
627.1	282	LF	24" Thermoplastic Stop Bar	\$ 10.00	\$ 2,820.00	\$ 4.95	\$ 1,395.90
627.2	24480	LF	4" White Solid Line Waterbone Fast Dry Paint	\$ 0.15	\$ 3,672.00	\$ 0.23	\$ 5,630.40
627.3	27880	LF	4" Yellow Solid Line Waterbone Fast Dry Paint	\$ 0.15	\$ 4,182.00	\$ 0.23	\$ 6,412.40
630	100	EA	Raised Pavement Markers	\$ 6.00	\$ 600.00	\$ 17.65	\$ 1,765.00
101	1283	Ton	Portland Cement	\$ 103.00	\$ 132,149.00	\$ 105.00	\$ 134,715.00
720	300	LF	Curb and Gutter Removal and Replacement	\$ 40.50	\$ 12,150.00	\$ 25.00	\$ 7,500.00
802	50	LF	Contingent Pipe Underdrain	\$ 17.00	\$ 850.00	\$ 25.00	\$ 1,250.00
808.1	3	EA	Adjust Existing Manholes	\$ 100.00	\$ 300.00	\$ 5,000.00	\$ 15,000.00
808.2	7	EA	Adjust Existing Utility Valve Boxes	\$ 100.00	\$ 700.00	\$ 1,000.00	\$ 7,000.00
817.1	1	EA	Mini Traffic Circle (Whiteford Way at Saddlebrook Drive)	\$ 18,000.00	\$ 18,000.00	\$ 10,500.00	\$ 10,500.00
817.2	1	EA	Mini Traffic Circle (Ephrata Drive at Beaver Lane)	\$ 15,000.00	\$ 15,000.00	\$ 6,500.00	\$ 6,500.00
817.3	1	EA	Mini Traffic Circle (Ephrata Drive at Pine Lake Drive)	\$ 12,500.00	\$ 12,500.00	\$ 8,500.00	\$ 8,500.00
817.4	830	LF	Contingent 4" PVC Conduit at Ephrata Drive	\$ 7.00	\$ 5,810.00	\$ 20.00	\$ 16,600.00
			<b>Total</b>		<b>\$ 1,290,940.25</b>		<b>\$ 1,492,820.00</b>
<b>Alternate 1</b>							
627.2	-24480	LF	4" White Solid Line Waterbone Fast Dry Paint	\$ 0.15	\$ (3,672.00)	\$ 0.15	\$ (3,672.00)
627.2 Alt	24480	LF	4" White Solid Line Epoxy Pavement	\$ 0.70	\$ 17,136.00	\$ 0.60	\$ 14,688.00
627.3	-27880	LF	4" Yellow Solid Line Waterbone Fast Dry Paint	\$ 0.15	\$ (4,182.00)	\$ 0.15	\$ (4,182.00)
627.3 Alt	27880	LF	4" Yellow Solid Line Epoxy Pavement	\$ 0.70	\$ 19,516.00	\$ 0.60	\$ 16,728.00
			<b>Total</b>		<b>\$ 28,798.00</b>		<b>\$ 23,562.00</b>
			<b>Grand Total</b>		<b>\$ 1,319,738.25</b>		<b>\$ 1,516,382.00</b>

Item	Qty	U/M	Description	REA Contracting		Sloan Construction Co., Inc.	
				Unit Total	Total Cost	Unit Total	Total Cost
203	100	CY	Contingent Unsuitable Material Excavation	\$ 35.00	\$ 3,500.00	\$ 27.15	\$ 2,715.00
207	100	CY	Contingent Excess Material Recorded	\$ 20.00	\$ 2,000.00	\$ 21.70	\$ 2,170.00
208	330	LF	Valley Gutter Sub grade Preparation	\$ 13.50	\$ 4,455.00	\$ 10.85	\$ 3,580.50
209	132	Ton	Shoulder Edge Drop Off Grading Adjustment	\$ 38.50	\$ 5,082.00	\$ 32.55	\$ 4,296.60
308	59008	SY	Cement Stabilized Aggregate Base	\$ 5.75	\$ 339,296.00	\$ 5.55	\$ 327,494.40
401.1	7752	ton	Hot Mix Asphalt, Surface Course	\$ 84.00	\$ 651,168.00	\$ 90.45	\$ 701,168.40
401.2	960	SY	Contingent Hot Mix Asphalt, Wedge and Level	\$ 88.00	\$ 84,480.00	\$ 13.15	\$ 12,624.00
401.3	8247	SY	Milling of Existing Asphalt	\$ 6.00	\$ 49,482.00	\$ 3.30	\$ 27,215.10
401.4	189	CY	Contingent Aggregate Base Patch	\$ 46.50	\$ 8,788.50	\$ 21.70	\$ 4,101.30
401.5	747	Ton	Full Depth Patch	\$ 150.00	\$ 112,050.00	\$ 116.00	\$ 86,652.00
601	1	LS	Maintenance of Traffic	\$ 58,500.00	\$ 58,500.00	\$ 152,000.00	\$ 152,000.00
627.1	282	LF	24" Thermoplastic Stop Bar	\$ 4.45	\$ 1,254.90	\$ 4.30	\$ 1,212.60
627.2	24480	LF	4" White Solid Line Waterbone Fast Dry Paint	\$ 0.18	\$ 4,406.40	\$ 0.12	\$ 2,937.60
627.3	27880	LF	4" Yellow Solid Line Waterbone Fast Dry Paint	\$ 0.18	\$ 5,018.40	\$ 0.12	\$ 3,345.60
630	100	EA	Raised Pavement Markers	\$ 15.65	\$ 1,565.00	\$ 13.60	\$ 1,360.00
101	1283	Ton	Portland Cement	\$ 91.50	\$ 117,394.50	\$ 111.65	\$ 143,246.95
720	300	LF	Curb and Gutter Removal and Replacement	\$ 50.00	\$ 15,000.00	\$ 32.55	\$ 9,765.00
802	50	LF	Contingent Pipe Underdrain	\$ 45.00	\$ 2,250.00	\$ 21.70	\$ 1,085.00
808.1	3	EA	Adjust Existing Manholes	\$ 300.00	\$ 900.00	\$ 1,520.00	\$ 4,560.00
808.2	7	EA	Adjust Existing Utility Valve Boxes	\$ 425.00	\$ 2,975.00	\$ 980.00	\$ 6,860.00
817.1	1	EA	Mini Traffic Circle (Whiteford Way at Saddlebrook Drive)	\$ 9,000.00	\$ 9,000.00	\$ 14,815.00	\$ 14,815.00
817.2	1	EA	Mini Traffic Circle (Ephrata Drive at Beaver Lane)	\$ 5,000.00	\$ 5,000.00	\$ 9,440.00	\$ 9,440.00
817.3	1	EA	Mini Traffic Circle (Ephrata Drive at Pine Lake Drive)	\$ 7,000.00	\$ 7,000.00	\$ 9,020.00	\$ 9,020.00
817.4	830	LF	Contingent 4" PVC Conduit at Ephrata Drive	\$ 10.00	\$ 8,300.00	\$ 21.70	\$ 18,011.00
<b>Total</b>					<b>\$ 1,498,865.70</b>		<b>\$ 1,549,676.05</b>

**Alternate 1**

627.2	-24480	LF	4" White Solid Line Waterbone Fast Dry Paint	\$ 0.18	\$ (4,406.40)	No Acknowledgement of Amendment 3	
627.2 Alt	24480	LF	4" White Solid Line Epoxy Pavement	\$ 0.50	\$ 12,240.00	No Acknowledgement of Amendment 3	
627.3	-27880	LF	4" Yellow Solid Line Waterbone Fast Dry Paint	\$ 0.18	\$ (5,018.40)	No Acknowledgement of Amendment 3	
627.3 Alt	27880	LF	4" Yellow Solid Line Epoxy Pavement	\$ 0.50	\$ 13,940.00	No Acknowledgement of Amendment 3	
<b>Total</b>					<b>\$ 16,755.20</b>	No Acknowledgement of Amendment 3	
<b>Grand Total</b>					<b>\$ 1,515,620.90</b>		<b>\$ 1,549,676.05</b>

**\*\*Amendment 3 added Alternate #1**

Bids Received: May 4, 2011 @ 3:00 PM E.S.T

Angela M. Seymour  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** May 13, 2011

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Jeffrey A. Hyde  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **Ammunition – Term Contract**  
**Sheriff's Department**  
**Bid No. C11021-04/19/11S**

---

Competitive bids were solicited and advertised for a term contract to provide Ammunition for the Sheriff's Department.

We received four (4) bids (see attached bid tabulation). The bids were evaluated by Lt. Bill Wright, Sheriff's Department; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this contract for the initial period of one (1) year with the option to extend the contract for two (2) additional one (1) year periods if deemed to be in the best interest of the County. We further recommend making multiple awards to the lowest bidders meeting specifications for a total cost, including applicable sales tax, of \$49,825.35 as follows:

Items #1, #3, #6	Lawmen's Safety Supply	\$17,782.54
Item #5	Craig's Firearm Supply	\$990.61
Items #2, #4, #7	Streicher's	\$31,062.10

Funds are available in account number 1000-151100-521206.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on May 24, 2011.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Sheriff James Metts  
Chief Keith Kirchner, Assistant Sheriff  
Colonel Allan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department

# County of Lexington

## Bid Tabulation

**BID: C11021-04/19/11S**

**Term Contract - Ammunition**

Item	Qty	U/M	Description	Lawmen's Safety Supply		Grace Ammo, LLC		Craig's Firearm Supply, Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	30	cs	9 MM Duty (1000 Rounds)	\$ 344.16	\$ 10,324.80		No Bid	Did Not Meet Specifications	
2	150	cs	9 MM Training and Qualification (500 Rounds)	**Vendor Did Not Have a Firm Date on Item		\$234.00	\$ 35,100.00	\$ 171.45	\$ 25,717.50
3	10	cs	.40 Caliber Duty (1000 Rounds)	\$ 370.44	\$ 3,704.40		No Bid	Did Not Meet Specifications	
4	40	cs	.40 Caliber Training and Qualification (500 Rounds)	\$ 113.35	\$ 4,533.80	\$270.00	\$ 10,800.00	\$ 215.62	\$ 8,624.80
5	15	cs	12 Gauge Training and Qualification (250 Rounds)	\$ 86.20	\$ 1,293.00		No Bid	\$ 61.72	\$ 925.80
6	10	cs	.223/5.56 Duty (500 Rounds)	\$ 259.00	\$ 2,590.00		No Bid	Did Not Meet Specifications	
7	30	cs	.223 Training and Qualification (1000 Rounds)	\$ 460.50	\$ 13,815.00	\$324.00	\$ 9,720.00	Did Not Meet Specifications	
			Awarded Subtotal (see highlighted prices)		\$ 16,619.20	Vendor Was Not Awarded			\$ 925.80
			Tax		\$ 1,163.34	Low Bid			\$ 64.81
			Awarded Total (See Highlighted Prices)		\$ 17,782.54				\$ 990.61

Item	Qty	U/M	Description	Dana Safety Supply		Streicher's	
				Unit Price	Total Price	Unit Price	Total Price
1	30	cs	9 MM Duty (1000 Rounds)		No Bid		No Bid
2	150	cs	9 MM Training and Qualification (500 Rounds)	\$171.10	\$ 25,665.00	\$93.00	\$ 13,950.00
3	10	cs	.40 Caliber Duty (1000 Rounds)		No Bid		No Bid
4	40	cs	.40 Caliber Training and Qualification (500 Rounds)	\$213.40	\$ 8,536.00	\$111.50	\$ 4,460.00
5	15	cs	12 Gauge Training and Qualification (250 Rounds)	\$244.35	\$ 3,665.25	\$63.60	\$ 954.00
6	10	cs	.223/5.56 Duty (500 Rounds)		No Bid	\$322.50	\$ 3,225.00
7	30	cs	.223 Training and Qualification (1000 Rounds)		No Bid	\$354.00	\$ 10,620.00
			Awarded Subtotal (see highlighted prices)				\$ 29,030.00
			Tax				\$ 2,032.10
			Awarded Total (See Highlighted Prices)				\$ 31,062.10

Bids Opened: April 19, 2011 @ 3:00 PM

Angela M. Seymour  
Procurement Officer

**COUNTY OF LEXINGTON  
EMPLOYEE HEALTH CARE INSURANCE**

***Evaluation Committee Report and Recommendation  
Request for Proposal No. #P11002-02/28/11S***

May 12, 2011

**PURPOSE**

The County of Lexington solicited proposals from potential qualified bidders to provide third party administrative services for self-insured medical and dental plan to include providing cost efficient claims processing, exceptional customer service, timely and accurate reporting, and other associated administrative functions. The proposal included a medical and dental preferred provider discount network, administration of claims and related federal mandates, subrogation, COBRA administration for medical, dental, vision and medical flexible spending account, and HIPAA administration. The County of Lexington provides health care benefits through a self insured plan, as a part of its total rewards program, to approximately 1200 employees, retirees and dependents.

The County has in the past evaluated proposals for various fully insured and self insured programs for employee health and dental insurance, and has concluded that it would be in the best interest of the County to remain self insured using our current plan design. All regularly employed County personnel are eligible for health and dental insurance. Temporary and part-time employees working less than thirty (30) hours per week are not eligible for coverage.

The term of this contract will be for a period of three (3) years with the option to extend the contract an additional three (3) years. Plan year will begin on January 01, 2012. The contract may be renewed at the expiration of its term by mutual agreement of both parties.

**EVALUATION COMMITTEE**

On July 27, 2010, County Council approved the use of the Request for Proposal (RFP) process to select a third party administrator to administer our self funded insurance program. As required by the County's Purchasing Ordinance and RFP Criteria, an evaluation committee was appointed by Councilman Debbie Summers, County Council; Councilman Johnny Jeffcoat County Council; Larry Porth, Director of Finance/Assistant County Administrator; Lori Adler, Director of Human Resources; Ryant Johnson, Human Resources Risk Manager; Morgan Armstrong, Plan Benefit Services, Inc (non-voting member); and Angela M. Seymour, Procurement Officer (non-voting member).

**SOLICITATION REQUIREMENTS**

The required legal advertisements soliciting sealed, competitive proposals from qualified firms were placed and appeared in the South Carolina Business Opportunities Publication on February 7, 2011. This advertisement was also posted on the Lexington County website and on Demandstar. Notification was also sent to six (6) firms on our bidders list.

A mandatory pre-proposal conference was held on February 16, 2011 and was attended by representatives from six (6) firms. Proposals were due and received by 4:00 p.m. on February 28, 2011. At that time, the County received a proposal from:

Planned Administrators, Inc.

We also received letters of "no bid" from Mutual Health Services, MMO and Hewitt, Coleman, and Associates because they were unable to meet the County's requirements.

## **EVALUATION PROCESS AND RECOMMENDATION**

On March 1, 2011, the Evaluation Committee began its evaluation process. Copies of the proposal were distributed to each committee member for his/her individual evaluation.

The committee met again on March 9, 2011, for a detailed discussion of the individual evaluation of the proposal and respective scoring of each criteria factor. In addition to cost, each proposal under consideration was evaluated and scored on the eight (8) specific criteria areas as indicated in the RFP. The factors listed in the order of their relative importance follow: (1) Proposal content and its responsiveness to the RFP (include a detailed description of how the technical requirements for the proposed records management system will be met), (2) Financial stability of the firm as determined by review of audited financial statements, (3) Overall qualifications of the firm, (4) Experience, (5) Costs, (6) Networks, (7) Service, and (8) References.

The outcome of the tabulated scores during that meeting resulted in the unanimous recommendation to seek the award of this contract to Planned Administrators, Inc. as presenting the most favorable health care plan for the employees of Lexington County. The costs were negotiated with the firm to obtain best possible cost for the County and its employees.

## **RECOMMENDATION**

It is the recommendation of the committee to seek the award of this contract to Planned Administrators, Inc. as presenting the most comprehensive and responsive proposal for the administration of our self funded health and insurance program.

To accomplish the objectives of the proposal, they are proposing that the rate of \$10.66 per person per month (PEPM) for the Medical/Dental Administration Fee for three years (total monthly administrative fee of \$23.39 PEPM for three (3) years) and a possible total monthly administrative rate adjustment not to exceed 5% for years 4 and 5 for RFP No. P11002-02/28/11S will be reviewed as part of PAI's cost proposal. The annual cost of the administrative fees for this contract will be \$153,504.00 and the annual cost to the County is \$336,816.00.

The committee hereby submits this recommendation for County Council's consideration and approval.

Angela M. Seymour  
Procurement Officer



# County of Lexington County Council

212 South Lake Drive, Suite 601  
Lexington, South Carolina 29072

TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

## MEMORANDUM

**TO: County Council**

**FROM: Diana Burnett**

**DATE: May 24, 2011**

**RE: Summer Schedule 2011**

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Council may want to review the scheduled meeting dates for the upcoming summer months. At present, Council is scheduled to meet July 12 and 26, August 9 and 23. County offices will be closed on Monday, July 4 in observance of the Independence Day holiday. Also, the South Carolina Association of Counties Conference is scheduled for July 30 through August 3.

If Council wishes to make revisions to the July and August meeting schedule, it would be helpful to make a decision as soon as possible so that staff can plan accordingly. Of course, the Chairman can always call a special meeting if needed.

Thank you.

Attachments (2)

# July 2011

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4 Independence Day HOLIDAY	5	6	7	8	9
10	11	12 COUNCIL MEETING	13	14	15	16
17	18	19	20	21	22	23
24	25	26 COUNCIL MEETING	27	28	29	30 SCAC Conference
31 SCAC Conference						

# August 2011

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 SCAC Conference	2 SCAC Conference	3 SCAC Conference	4	5	6
7	8	9 COUNCIL MEETING	10	11	12	13
14	15	16	17	18	19	20
21	22	23 COUNCIL MEETING	24	25	26	27
28	29	30	31			

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



**ORDINANCE 11-05**  
**AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR**  
**FISCAL YEAR 2011-12**

**WHEREAS**, South Carolina Code § 4-9-120 and § 4-9-130 require that County Council shall adopt an annual budget; and

**WHEREAS**, the annual budget shall be based upon estimated revenues and shall provide appropriations for County operations and debt service for all County departments and agencies.

**NOW, THEREFORE**, be it ordained and enacted by the Lexington County Council as follows:

**SECTION 1 - GENERAL**

The fiscal year 2011-12 County budget for Lexington County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted.

**SECTION 2 – COUNTY-WIDE TAX LEVY**

There shall be levied, for County operations and for County designated millage agencies (Midlands Technical College and Riverbanks Park) on all taxable property in Lexington County, sufficient taxes to fund the referenced budget in the number of mills allowed in Code Section 6-1-320.

**SECTION 3 - DEBT SERVICE TAX LEVY**

The County Auditor is hereby authorized and directed to levy millages for all county and special district debt service funds in amounts sufficient to retire their respective debts.

**SECTION 4 – SPECIAL PURPOSE DISTRICT TAX LEVY**

There shall be levied, for the special purpose districts (Lexington County Recreation and Aging Commission, Irmo-Chapin Recreation Commission, and Irmo Fire District) on all taxable property in their respective districts, sufficient taxes to fund their respective budgets in the number of mills, allowed in Code Section 6-1-320.

## **SECTION 5 - BUDGETARY ESTIMATES**

Anticipated revenues are stated as estimates and the respective appropriations are maximum and conditional. Should actual funding sources for any such fund be less than projected, the Administrator shall reduce budgeted expenditures attributable to said fund.

## **SECTION 6 - BUDGETARY CONTROL**

Departments and/or other organizational units are bound to the appropriated expenditures incorporated herein. Upon the written request of the department head, the County Administrator, or his designated representative, is hereby authorized to effect transfers between line items.

Any departments which overspend their spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully compensate, prior to June 30, 2012, the impending overrun.

## **SECTION 7 - LINE ITEM CARRYOVERS**

Any line items previously appropriated and/or properly encumbered as of June 30, 2011, shall be carried forward as an appropriation of fiscal year 2011-12 upon the recommendation of the County Administrator, and by passage of a budgetary amendment resolution by County Council.

## **SECTION 8 - NEW GRANTS**

Grant funds applied for or received after the budget year, and therefore not stated in this budget ordinance, shall, by passage of a budgetary amendment resolution by County Council authorizing the acceptance of the grant and its appropriations, be accounted for in appropriate special revenues funds. The specific grant provisions shall direct the manner of expenditure of these funds.

## **SECTION 9 - OTHER MISCELLANEOUS RECEIPTS**

Revenues other than those originally budgeted may be expended as directed by their respective revenue source after they are accepted and appropriated by the County Council by passage of the budgetary amendment resolution. Such funds include, but are not limited to, contributions, donations, special events, insurance and similar recoveries. These funds may be appropriated for any costs or overruns or new projects upon approval of County Council.

## **SECTION 10 - LINE OF CREDIT AUTHORIZATION**

From time to time it may be necessary for the administration of the County (or any other agency for which the county levies taxes) to borrow in anticipation of tax revenues to guarantee continuity in regular operations. To provide for such contingencies, the administration of the county (or the respective agencies) is hereby authorized to borrow in anticipation of ad valorem tax collections. Such authorization may only be exercised upon certification of need by both the County Treasurer and the Finance Director (or the CEO of the agency and the Chief Financial Officer) and any amount borrowed must be obtained at the lowest possible interest rate and repaid as quickly as practical.

**SECTION 11 - SEVERABILITY**

If for any reason any provision of this Ordinance shall be declared invalid or unconstitutional, such shall not affect the remaining provisions of this Ordinance.

This Ordinance shall become effective July 1, 2011.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTEST:

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

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Filed w/Clerk of Court:

**ORDINANCE**

**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 AND INTERSTATE CONTAINER COLUMBIA LLC; 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 25, 2011 (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 Interstate Container Columbia LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of South Carolina (the “Company”), 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 Company desire to enter into a Fee Agreement concerning the establishment of a manufacturing facility in the County which will consist of the construction, purchase, and/or acquisition of real property and/or certain personal property, including all equipment, furnishings and other personal property required by the Company 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 Company 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 Company 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 Company, a copy of which is attached hereto as Exhibit A, which the County shall execute and deliver;

**WHEREAS**, as further inducement to the Company, the County will exercise its best efforts to ensure that the Project is or will be included in a Multi-County Industrial and Business Park (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”) for the duration of the Fee Agreement;

**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(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 expenditures of not less than \$2.5 million;

(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 is attached hereto and shall be executed and filed with the Clerk to County Council and 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 Company.

**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 consummation of all transactions contemplated by the Fee Agreement and a multi-county industrial park agreement are hereby approved.

**Section 5.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 6.** 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 7.** 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 14th day of June, 2011.

**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: April 26, 2011  
Second Reading: May 24, 2011  
Public Hearing: May 24, 2011  
Third Reading: June 14, 2011



**Exhibit A**  
**Fee Agreement**

**FEE AGREEMENT  
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA**

**AND**

**INTERSTATE CONTAINER COLUMBIA LLC**

**DATED AS OF  
JUNE 14, 2011**

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**RECAPITULATION OF CONTENTS OF  
FEE AGREEMENT PURSUANT TO S.C. CODE § 12-44-55(A)**

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

## **FEE AGREEMENT**

**THIS FEE AGREEMENT** (“Fee Agreement”) is made and entered into as of June 14, 2011, 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 **INTERSTATE CONTAINER COLUMBIA LLC**, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of South Carolina (the “Company”).

### **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 25, 2011 (the “Inducement Resolution”) the County committed to enter into a fee agreement with the Company which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6%, a fixed millage rate of 376.115 mills for 20 years, and to exercise its best efforts to ensure that the Project is or will be included in a Multi-County Industrial and Business Park, provided the Company invests \$13,795,000 in the Project; and

**WHEREAS**, pursuant to an Ordinance adopted on June 14, 2011 (the “Ordinance”), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement and to exercise its best efforts to ensure that the property comprising the Project is or will be included in a Multi-County Industrial and Business 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), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55. If the Company 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 Company's 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 and Business 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 and Business Park, references to taxes or *ad valorem* taxes mean 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 and Business Park.

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

**"Act"** means Title 12, Chapter 44, Code of Laws of South Carolina 1976, 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 Company, then such amendment shall only be applicable with the consent or at the request of the Company.

**"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 Company have entered into this Agreement.

**"Company"** shall have the meaning set forth in the recitals to 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”** shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of the date first set forth above, between the County and the Company.

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

**“Improvements”** shall mean all improvements on the Land constituting real property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 4.1 hereof.

**“Inducement Resolution”** shall mean the Resolution of the County Council adopted on January 25, 2011, committing the County to enter into 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.

**“Land”** means the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

**“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”** shall mean the Multi-County Industrial and Business Park Agreement dated September 11, 1995 and all amendments thereto between the County and Calhoun County.

**“Ordinance”** means the Ordinance adopted by the County on June 14, 2011, authorizing this Fee Agreement.

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

**“Personal Property”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property, together with additions thereto, replacements thereof, and substitutions therefor, to the extent such property becomes a part of the Project under this Fee Agreement.

**“Project”** shall mean all Real Property and Personal Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 4.1 describes, and that is first placed in service in calendar year 2011 or thereafter. The parties agree that Project property shall consist of such property so properly identified by the Company 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”** shall mean the Land and the Improvements, together with additions thereto, replacements thereof, and substitutions therefor, to the extent such property becomes a 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.

**“Stage”** in respect of the Project shall mean 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 Company 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 Company 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 Company and covenants with the Company 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, and the Project is or is intended to be located in a Multi-County Industrial and Business Park.

(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 Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company 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 Company.

(b) Upon receipt of written request from the Company, the County agrees to consider any request the Company 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 Company by filing with the DOR a copy of such extension within 30 days of the date of execution thereof by the County. Such extension may be provided by a resolution of County Council.

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

(a) The Company is a Delaware limited liability company authorized to transact business in South Carolina. The Company has full power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper entity action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of this Fee Agreement, nor the consummation and performance of the transactions described in this Fee Agreement violate, conflict with, or will, to its knowledge, 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 Company 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 Company with respect to which the Company knows that an

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

(d) All consents, authorizations and approvals required on the part of the Company 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) This Fee Agreement shall be (or, when executed, will be) a legal, valid and binding obligation of the Company enforceable against the Company in accordance with the respective terms contained herein, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The cost of the Project is anticipated to be approximately \$13,795,000, and the Company anticipates that the Project will result in the creation of at least 30 new jobs.

(g) The Company 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.*** The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project as a container manufacturing facility that will be located in an existing building that the Company has acquired or will acquire, and for such other purposes that the Act permits as the Company may deem appropriate.

Pursuant to the Act, the Company 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.

Notwithstanding any other provision of this Fee Agreement, the Company may place personal property into service at any time under this Fee Agreement.

**SECTION 4.2. *Diligent Completion.*** The Company agrees 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 Company 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 Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its 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 and/or the MCIP Provision, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1 or the MCIP Provision. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company 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) With respect to portions of the Project that are eligible for negotiated Payments-in-Lieu-of-Taxes and listed on the Company's annual PT-300S or comparable filing, the Company has 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 6% and a millage rate of 376.1. Property which previously has been subject to property taxes in South Carolina, including the existing real estate and building in which the Project will be located, will not be eligible for negotiated Payments-in-Lieu-of-Taxes except as provided in Section 12-44-110 of the Act.

The fair market value for the property will be calculated as set forth in accordance with Section 12-44-50(A)(1)(c) of the Act:

- (i) for real property (although no real property investment is anticipated at the Project), 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 Company is not entitled to extraordinary obsolescence.

Upon the mutual agreement of the County and the Company, the real property value shall be determined by appraisal as provided in Section 12-44-50(A)(1)(c) of the Act.

(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 Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year 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.

(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 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 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 fee period for the property which it is replacing.

(e) With respect to portions of the Project that are not eligible for negotiated Payments-in-Lieu-of-Taxes, the Company shall remit Payments-in-Lieu-of-Taxes equal to the ad valorem taxes that would be due and owing if such portions of the Project were not located in a Multi-County Industrial and Business Park, all in accordance with the MCIP Provision. It is anticipated that only the Personal Property components of the Project, and not Real Property, will be subject to the negotiated Payments-in-Lieu-of-Taxes as described above.

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

(a) In any instance where the Company in its 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 Company may remove such item (or such portion thereof as the Company 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 Company's gross investment below \$13,795,000, then the Project shall revert to ad valorem taxation prospectively, and this Fee Agreement shall terminate pursuant to Section 12-44-140 of the Act.

(b) The Company may, in its 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 twenty-ninth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 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 Company of its option to terminate pursuant to Section 10.1 hereof.

The Company and the County understand that legislation is being considered that would clarify that Section 12-44-30(21) of the Act authorizes fee in lieu of tax agreements with termination dates that are no later than the last day of a property tax year that is 29 years following the property tax year in which an applicable piece of economic development property is placed in service. The Company and the County agree that their intention is for the benefits provided under this Fee Agreement to apply for 20 years with respect to each Stage. The County agrees that if this Fee Agreement would otherwise be deemed unenforceable, the term shall be extended to 30 years from the end of the last year of the Investment Period, provided that in such case, the Company agrees to elect to terminate the Fee Agreement with respect to each Phase after the Company has received 20 years of benefits with respect to such Phase.

**SECTION 5.4. *Minimum Investment and Job Creation.*** If the Company has not invested \$13,795,000 at the Project during the Investment Period, or if the Company has not created at least 30 new, full-time jobs (as defined in Section 12-6-3360(M) of the Code of Laws of South Carolina, 1976, as amended) at the Project during the Investment Period, then the Project shall revert retroactively to ad valorem taxation and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section. Following the year in which the Company has created at least 30 new, full-time jobs, the Company must maintain an average of at least 30 new, full-time jobs during the succeeding five-year period in order to continue to receive the benefits provided under this Fee Agreement.

**SECTION 5.5. *Multi-County Industrial and Business Park.*** The County agrees to exercise its best efforts to ensure that the Project is included and remains in a Multi-County Industrial and Business Park for the duration of this Fee Agreement, 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 Company covenant that:

(a) all right 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 Company 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 Company 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 upon its execution and delivery by the parties hereto unless a later date is specified herein.

## ARTICLE VIII

### SPECIAL COVENANTS

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

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents, and employees harmless from all pecuniary liability in connection with the fulfillment of its or their obligations under this Fee Agreement and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof but only in case such liability is incurred as a result of a request by the Company for a modification, assignment, or a termination of the Fee Agreement by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of this Fee Agreement. The Tenant shall also indemnify the County for any liability or damages as a result of any actions of the Tenant for which the County must defend or is determined to be liable.

(b) Notwithstanding the foregoing, the Company 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 Leasing.*** The County agrees to consent, to the maximum extent allowed by the Act, for financing purposes, to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Company or any transferee or assignee; (b) the transfer or assignment of security or other interests in any or all of the Company's interests in the property subject to the Fee Agreement; or (c) the sublease of any property subject to the Fee Agreement. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

## **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 Company 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 30 days after receiving written notice of default from the County; or

(b) If the Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of "force majeure" as hereinafter defined the Company 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 30 days to cure such default and the Company 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 Company 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 Company or the County, as applicable, 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 non-performing party, 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 the 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 Company 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 COMPANY

**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 30 days notice, the Company 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 Company will become liable for payments in lieu of taxes under the MCIP Provision or 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 the Company: Interstate Container Columbia LLC  
Attn: Property Tax Manager  
128 Crews Drive  
Columbia, SC 29210  
Facsimile: 410-221-7640

With A Copy To: Gary W. Morris  
Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, Suite 2200  
Columbia, SC 29201  
Facsimile: 803-765-1243

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 Company 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 Company 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 Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

To the extent necessary to effectuate the intentions set forth in the preceding paragraph, the County agrees that in case the incentives described herein are found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered as infrastructure credits in accordance with any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended, and the County will provide such infrastructure credits against all Payments-in-Lieu-of-Taxes under this Fee Agreement and/or payments-in-lieu-of-taxes under the MCIP Provision made or to be made by the Company equal to the amount that the Company would have saved if the incentives described herein had been valid, to the maximum extent permitted by law. However, the total amount of all infrastructure credits on an aggregate basis may not in any case exceed the Company's investment in infrastructure, as defined by such applicable law.

**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 federal or state holiday, such payment shall be made on the next business day.

**SECTION 11.5. *Fiscal Year; Property Tax Year.*** If the Company's fiscal year changes in the future so as to cause a change in the Company'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 Company. 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 County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company 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 Company 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 Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

(Signature Page Follows)

**IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY**, 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

**INTERSTATE CONTAINER COLUMBIA LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**LAND**

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated on a plat entitled Stag II Columbia LLC by B. P. Barber & Associates, Inc. dated April 14, 2006, and said property having the following metes and bounds, to wit:

BEGINNING at a 1" pipe on the western right-of-way of Independence Avenue, being 334.33 feet south of its intersection with the southern right-of-way of Bush River Road (S-32-273) and proceeding along the western right-of-way of Independence Avenue in a direction of S31°56'48"W for a distance of 548.39 feet to a 3/4" pipe on the northern right-of-way of Columbia, Newberry and Laurens Railroad; thence turning and proceeding along the railroad right-of-way in a direction of N87°13'04"W for a distance of 680.00 feet to a 5/8" rebar; thence turning and proceeding along the property of Bush River Associates, Ltd. in a direction of N02°46'35"E for a distance of 570.00 feet to a 1" pipe on the southern right-of-way of Crews Drive and proceeding along the right-of-way in a direction of S87°12'54"E for a distance of 783.83 feet to a 1/2" rebar, thence turning and proceeding along the property of Deco, a Partnership, in a direction of S58°05'19"E for a distance of 187.13 feet to a 1" pipe, this being the point of BEGINNING. This parcel contains 10.755 acres, more or less.

**ORDINANCE**

**AN ORDINANCE TO AMEND ORDINANCE NO. 95-12 AS AMENDED BY SUBSEQUENT ORDINANCES RELATING TO THE JOINT COUNTY INDUSTRIAL PARK OF LEXINGTON AND CALHOUN COUNTIES SO AS TO ENLARGE THE PARK (INTERSTATE CONTAINER COLUMBIA LLC)**

**WHEREAS**, pursuant to Ordinance No. 95-12 enacted September 11, 1995, by Lexington County Council, Lexington County entered into an agreement for development of a joint county industrial and business park dated as of December 11, 1995, with Calhoun County (the “Original Agreement”), which Original Agreement was amended, pursuant to the authority contained in subsequent Ordinances enacted by Lexington County Council for Amendments to the Original Agreement (collectively referred to as the “Park Agreement”); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of Calhoun County and Lexington County; and

**WHEREAS**, it is now desired that the boundaries of the Park be enlarged; and

**WHEREAS**, the expansion of the Park shall include certain tracts of real estate described in the schedule attached to this Ordinance as Exhibit A (as such description may be hereafter refined) (“Property”); and

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

**Section 1.** The Park Agreement is hereby and shall be amended to include the Property and to provide that the Park Agreement shall not be terminated, and the Property shall not be removed from the Park, for at least the duration of the Fee Agreement between Lexington County and Interstate Container Columbia LLC dated June 14, 2011.

**Section 2.** The Amendment to the Park Agreement attached hereto as Exhibit B is hereby approved, and the Chair of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Interstate Container Columbia LLC and Calhoun County.

(Signature Page Follows)

**DONE, RATIFIED AND ADOPTED** this 14th day of June, 2011.

**LEXINGTON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
James E. Kinard, Jr., Chairman of County Council  
Lexington County, South Carolina

ATTEST:

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

First Reading: April 26, 2011  
Second Reading: May 24, 2011  
Public Hearing: May 24, 2011  
Third Reading: June 14, 2011



**EXHIBIT A**

**INTERSTATE CONTAINER COLUMBIA LLC PROPERTY**  
**LEXINGTON COUNTY**

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated on a plat entitled Stag II Columbia LLC by B. P. Barber & Associates, Inc. dated April 14, 2006, and said property having the following metes and bounds, to wit:

BEGINNING at a 1" pipe on the western right-of-way of Independence Avenue, being 334.33 feet south of its intersection with the southern right-of-way of Bush River Road (S-32-273) and proceeding along the western right-of-way of Independence Avenue in a direction of S31°56'48"W for a distance of 548.39 feet to a 3/4" pipe on the northern right-of-way of Columbia, Newberry and Laurens Railroad; thence turning and proceeding along the railroad right-of-way in a direction of N87°13'04"W for a distance of 680.00 feet to a 5/8" rebar; thence turning and proceeding along the property of Bush River Associates, Ltd. in a direction of N02°46'35"E for a distance of 570.00 feet to a 1" pipe on the southern right-of-way of Crews Drive and proceeding along the right-of-way in a direction of S87°12'54"E for a distance of 783.83 feet to a 1/2" rebar, thence turning and proceeding along the property of Deco, a Partnership, in a direction of S58°05'19"E for a distance of 187.13 feet to a 1" pipe, this being the point of BEGINNING. This parcel contains 10.755 acres, more or less.

**EXHIBIT B**

**AMENDMENT TO PARK AGREEMENT**

STATE OF SOUTH CAROLINA ) AMENDMENT TO AGREEMENT FOR THE  
COUNTY OF LEXINGTON ) DEVELOPMENT OF A JOINT COUNTY  
COUNTY OF CALHOUN ) INDUSTRIAL AND BUSINESS PARK DATED  
) SEPTEMBER 11, 1995  
) (INTERSTATE CONTAINER COLUMBIA LLC)

THIS AMENDMENT ENTERED INTO AS OF THE \_\_\_ DAY OF \_\_\_\_\_, 2011 BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND CALHOUN COUNTY, SOUTH CAROLINA

By authority of Ordinance No. 11-07 enacted by the County Council of Lexington County on June 14, 2011 and Ordinance No. \_\_\_\_\_ enacted by the County Council of Calhoun County on \_\_\_\_\_, 2011, for value received, Lexington County and Calhoun County hereby agree that: (i) the property described in Exhibit A attached hereto is hereby added to and shall be deemed to be a part of the Agreement for Development of a Joint County Industrial and Business Park between Lexington County and Calhoun County dated as of September 11, 1995 (the "Park Agreement"), and (ii) the Park Agreement shall not be terminated, and the property described in Exhibit A shall not be removed from the Park Agreement, for at least the duration of the Fee Agreement between Lexington County and Interstate Container Columbia LLC dated June 14, 2011. All other terms and provisions of said Agreement shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

**LEXINGTON COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

**ATTEST:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk to County Council

**CALHOUN COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

**ATTEST:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: Clerk to County Council

**EXHIBIT A**

**INTERSTATE CONTAINER COLUMBIA LLC PROPERTY**  
**LEXINGTON COUNTY**

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated on a plat entitled Stag II Columbia LLC by B. P. Barber & Associates, Inc. dated April 14, 2006, and said property having the following metes and bounds, to wit:

BEGINNING at a 1" pipe on the western right-of-way of Independence Avenue, being 334.33 feet south of its intersection with the southern right-of-way of Bush River Road (S-32-273) and proceeding along the western right-of-way of Independence Avenue in a direction of S31°56'48"W for a distance of 548.39 feet to a 3/4" pipe on the northern right-of-way of Columbia, Newberry and Laurens Railroad; thence turning and proceeding along the railroad right-of-way in a direction of N87°13'04"W for a distance of 680.00 feet to a 5/8" rebar; thence turning and proceeding along the property of Bush River Associates, Ltd. in a direction of N02°46'35"E for a distance of 570.00 feet to a 1" pipe on the southern right-of-way of Crews Drive and proceeding along the right-of-way in a direction of S87°12'54"E for a distance of 783.83 feet to a 1/2" rebar, thence turning and proceeding along the property of Deco, a Partnership, in a direction of S58°05'19"E for a distance of 187.13 feet to a 1" pipe, this being the point of BEGINNING. This parcel contains 10.755 acres, more or less.

**ORDINANCE NO. 11-08**

**AN ORDINANCE (1) TO AMEND ORDINANCE NO. 95-12 AS AMENDED BY SUBSEQUENT ORDINANCES RELATING TO THE JOINT COUNTY INDUSTRIAL PARK OF LEXINGTON AND CALHOUN COUNTIES SO AS TO ENLARGE THE PARK TO ADD CERTAIN PROPERTY OWNED BY MICHELIN NORTH AMERICA, INC.; AND (2) APPROVING AND AUTHORIZING OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to Ordinance No. 95-12 enacted September 11, 1995, by Lexington County Council, Lexington County entered into an Agreement for Development of Joint County Industrial Park dated as of December 11, 1995, with Calhoun County (the “Original Agreement”), which Original Agreement has been amended through the date hereof, pursuant to the authority contained in subsequent ordinances enacted by Lexington County Council for Amendments to the Original Agreement (collectively referred to as the “Park Agreement”); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of Calhoun County and Lexington County; and

**WHEREAS**, it is now desired that the boundaries of the Park be enlarged; and

**WHEREAS**, the expansion of the Park shall include certain tracts of real estate located in Lexington County and described in the schedule attached to this Ordinance as Exhibit A (the “Additional Property”), which is presently owned by Michelin North America, Inc. (the “Company”) ; and

**WHEREAS**, pursuant to Ordinance No. 96-20, Lexington County Council approved the enlargement of the Park to include certain other real estate presently owned by, or leased to, the Company or one or more of its affiliates, which is located in Lexington County, which is described in the schedule attached to this Ordinance as Exhibit B (the “Prior Property”); and

**WHEREAS**, Calhoun County and Lexington County (collectively, the “Counties”) have determined that it is in the best interest of the Counties, and desire, to amend the Park Agreement to so enlarge the Park and to provide that the Park Agreement may not be terminated, without the written consent of the Company, prior to December 31, 2035, all as set forth in greater detail in the Amendment to Agreement for Development of Joint County Industrial Park (Michelin North America, Inc.) presented to this meeting.

**NOW, THEREFORE** be it ordained by Lexington County Council that:

1. The Park Agreement is hereby and shall be amended to include the Additional Property within the Park.

2. Lexington County hereby ratifies and confirms that the Prior Property was included within the Park pursuant to Ordinance No. 96-20 previously enacted by Lexington County Council and continues to be included in the Park.

3. The form, provisions, terms and conditions of the Amendment now before this meeting and filed with the Clerk to Lexington County Council be and they are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Amendment were set out in this Ordinance in its entirety.

4. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Lexington County thereunder and as shall be approved by the officials of Lexington County executing the same, upon advice of counsel to Lexington County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment now before this meeting.

5. The Chairman of Lexington County Council is hereby authorized, empowered, and directed to execute the Amendment in the name and on behalf of Lexington County; the Clerk to Lexington County Council is hereby authorized and directed to attest the same; and the Chairman of Lexington County Council is further authorized, empowered, and directed to deliver the Amendment to Calhoun County. The Chairman of Lexington County Council, and the Clerk to Lexington County Council, for and on behalf of Lexington County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of Lexington County under and pursuant to the Amendment, and to carry out the transactions contemplated thereby and by this Ordinance.

6. 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, unconstitutional, or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

7. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall be effective after third and final reading.

*[Signature page follows]*

DONE in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2011

**LEXINGTON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
James E. Kinard, Jr., Chairman of County Council  
Lexington County, South Carolina

ATTEST:

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

First Reading: May 5, 2011  
Second Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Third Reading: \_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

All that certain piece, parcel or tract of land, situate, lying and being on the northwestern side of Two Notch Road in the County of Lexington, State of South Carolina, containing 10.755 acres, more or less, and having according to plat of survey entitled, "ALTA/ACSM Land Title Survey for Michelin North America, Inc. and Fisher Tank Company" prepared by Freeland & Associates, Inc., dated September 24, 2008, last revised June 10, 2009 and recorded on June 17, 2009 in the Office of the Register of Deeds for Lexington County, South Carolina in Plat Book 13672 at Page 85, the following metes and bounds to wit: Beginning at an iron pin located on the northwestern right-of-way of SC Highway 70 (Two Notch Road 66'; right-of-way) and being the common corner of Owen Industrial Products, Inc. (Deed Book 18V, Page 340); thence along said right-of-way S59°09'38"W for 853.10 feet to an iron pin; thence leaving said right-of-way along the common line of Michelin Tire Corp. (Deed Book 331, Page 274) N24°59'00"W for 598.01 feet to a concrete monument; thence N48°40'38"E for 552.78 feet to a concrete monument located on the common line of Owen Industrial Products, Inc.; thence along said line, S55°09'27" E for 240.50 feet to an iron pin; thence S51°18'36"E for 454.33 feet to an iron pin; thence S20°19'22"E for 51.53 feet to the point of beginning.

TMS# 006400-02-007

## EXHIBIT B

### LEGAL DESCRIPTION OF PRIOR PROPERTY

ALL that certain piece, parcel or lot of land situate, lying and being on the northern side of Two Notch Road (S.C. Road S-32-70) in the County of Lexington, State of South Carolina, containing 213.85 acres, more or less, as shown on plat of survey of property of Michelin Tire Corporation dated March 30, 1979, by John A. Simmons, R.L.S., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of Two Notch Road (S.C. Road S-32-70) and Long's Pond Road (S.C. Road S-32-204) and running thence with the center of Long's Pond Road N. 1-18 W. 1,400 feet to a nail; thence continuing with the center of said road as follows: N. 2-33 W. 100 feet to a nail; N. 7-35 W. 100 feet to a nail, N. 13-36 W. 100 feet to a nail, N. 19-56 W. 100 feet to a nail, N. 25-42 W. 100 feet to a nail, N. 29-43 W. 65 feet to a nail, and N. 30-54 642.83 feet to a nail at the intersection of said road with the right-of-way of the Southern Railway Company; thence running with the right-of-way of said Southern Railway as follows: N. 65-03 E. 184.76 feet to an iron pin, N. 66-13 E. 200 feet to an iron pin; N. 67-13 E. 200 feet to an iron pin, N. 68-07 E. 200 feet to an iron pin, N. 68-56 E. 200 feet to an iron pin, N. 70-00 E. 200 feet to an iron pin, N. 71-03 E. 200 feet to an iron pin, N. 72-08 E. 141 feet to an iron pin, N. 72-31 E. 2,159.81 feet to an old concrete monument at the corner of property now or formerly belonging to Owens Industrial Products, Inc.; thence leaving said railroad right-of-way and running S. 55-36 E. 1,291.72 feet to an old iron pin; thence S. 48-12 W. 552.96 feet to an old iron pin; thence S. 25-26 E. 630.52 feet to a nail in the center of Two Notch Road; thence with the center of Two Notch Road as follows: S. 58-36 W. 2,486.98 feet to a nail, S. 60-41 W. 100 Feet to a nail, S. 64-21 W. 100 feet to a nail, S. 66-56 W. 100 feet to a nail, S. 69-48 W. 135 feet to a nail, S. 70-47 W. 670 feet to a nail, S. 68-44 W. 200 feet to a nail, S. 66-00 W. 200 feet to a nail, and S. 64-03 W. 411-4 feet to a nail in the center of the intersection of Two Notch Road with Long's Pond Road, the point of beginning.

TMS#s 006400-02-001; 006400-02-018; 006400-02-019; 006400-02-020; 006400-02-022; 006400-02-024; 006400-02-025; 006400-02-026; 006400-02-027; 006400-02-028; 006400-02-036; 006400-02-039

STATE OF SOUTH CAROLINA	)	AMENDMENT TO
	)	AGREEMENT FOR DEVELOPMENT
COUNTY OF LEXINGTON	)	OF JOINT COUNTY INDUSTRIAL PARK
COUNTY OF CALHOUN	)	(MICHELIN NORTH AMERICA, INC.)

This Amendment to Agreement for Development of Joint County Industrial Park (the "Amendment") is made and entered into by and between Calhoun County, South Carolina ("Calhoun County") and Lexington County, South Carolina ("Lexington County"), each a body politic and corporate and political subdivision of the State of South Carolina (collectively the "Counties"), and is to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESSETH:

WHEREAS, under the authority granted to the Counties pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and pursuant to that certain Agreement for Development of Joint County Industrial Park (as amended or modified through the date hereof, the "Park Agreement") entered into by the Counties as of December 11, 1995, where the Counties agreed to develop a multi-county industrial or business park (the "Park"), a portion of which is located in Lexington County as described on Exhibit A to the Park Agreement (the "Lexington Property") and a portion of which is located in Calhoun County as described on Exhibit B to the Park Agreement (the "Calhoun Property"); and

WHEREAS, the Counties have determined that it is in the best interest of the Counties to enlarge the boundaries of the Park as authorized by Section 3 of the Park Agreement and the Counties desire to amend the Agreement to enlarge the boundaries of the Park to include certain real estate which is located in Lexington County and described on Exhibit A hereto (the "Additional Property"), which is presently owned by Michelin North America, Inc. (the "Company"), and to provide that the Park Agreement may not be terminated without the written consent of the Company, all as set forth in greater detail herein; and

WHEREAS, Calhoun County and Lexington County have, respectively, authorized the execution and delivery of this Amendment by Calhoun County Council Ordinance No. \_\_\_\_\_ enacted on \_\_\_\_\_, 2011 and Lexington County Council Ordinance No. \_\_\_\_ enacted on \_\_\_\_\_, 2011.

NOW THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Amendment and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A to the Park Agreement, which describes the boundaries of the Park located in Lexington County, is hereby amended by adding the Additional Property.

2. Unless otherwise consented to in writing by the Company, the Park Agreement shall not be terminated prior to December 31, 2035; provided that, if the Counties have agreed to a longer term, or a later date prior to which the Park Agreement may not be terminated, in connection with the addition of other properties to the Park, such longer term or later date shall apply.

3. Except as expressly amended or modified herein, the remaining terms and conditions of the Park Agreement shall remain in full force and effect.

In WITNESS WHEREOF, the duly authorized and appointed officers of Calhoun County, South Carolina and Lexington County, South Carolina have set their hand and seals hereto to be effective as of the above written date.

CALHOUN COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Name: David K. Summers, Jr.

Title: Chairman, Calhoun County Council

(SEAL)

ATTEST:

By: \_\_\_\_\_

Name: Donna R. Allread

Title: Clerk to Calhoun County Council

LEXINGTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Name: James E. Kinard, Jr.,

Title: Chairman, Lexington County Council

(SEAL)

ATTEST:

By: \_\_\_\_\_

Name: Diana W. Burnett

Title: Clerk to Lexington County Council

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF ADDITIONAL PROPERTY**

All that certain piece, parcel or tract of land, situate, lying and being on the northwestern side of Two Notch Road in the County of Lexington, State of South Carolina, containing 10.755 acres, more or less, and having according to plat of survey entitled, "ALTA/ACSM Land Title Survey for Michelin North America, Inc. and Fisher Tank Company" prepared by Freeland & Associates, Inc., dated September 24, 2008, last revised June 10, 2009 and recorded on June 17, 2009 in the Office of the Register of Deeds for Lexington County, South Carolina in Plat Book 13672 at Page 85, the following metes and bounds to wit: Beginning at an iron pin located on the northwestern right-of-way of SC Highway 70 (Two Notch Road 66'; right-of-way) and being the common corner of Owen Industrial Products, Inc. (Deed Book 18V, Page 340); thence along said right-of-way S59°09'38"W for 853.10 feet to an iron pin; thence leaving said right-of-way along the common line of Michelin Tire Corp. (Deed Book 331, Page 274) N24°59'00"W for 598.01 feet to a concrete monument; thence N48°40'38"E for 552.78 feet to a concrete monument located on the common line of Owen Industrial Products, Inc.; thence along said line, S55°09'27" E for 240.50 feet to an iron pin; thence S51°18'36"E for 454.33 feet to an iron pin; thence S20°19'22"E for 51.53 feet to the point of beginning.

TMS# 006400-02-007