

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, February 13, 2007
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

12:45 p.m. - 2:05 p.m. – Economic Development

- (1) Rayco Investment Properties, LLC – Fire Hydrant Request – Mr. Frank J. Redmond, 415 Cedarcrest Drive, Lexington, SC 29072 **A**
- (2) Project Z - Economic Development
 - (a) Inducement Resolution **B**
 - (b) Ordinance 07-01 – Authorizing the Execution and Delivery of a Fee Agreement Between Lexington County and a Corporation or one of its Subsidiaries..... **C**
- (3) Project Otis – A Resolution Authoring the Execution and Delivery of an Inducement and Millage Rate Agreement – Economic Development **D**
- (4) Approval of Minutes – Meeting of January 09, 2007 **E**
- (5) Old Business/New Business
- (6) Adjournment

2:05 p.m. -2:20 p.m. – Planning & Administration

- (1) Invitation to Participate in the CDBG Program and Intergovernmental Cooperative Agreement - Community Development – George Bistany, Community Development Administrator **F**
 - (a) Town of Chapin
 - (b) Town of Gaston
 - (c) Town of Irmo
 - (d) Town of Lexington
 - (e) Town of Pelion
 - (f) Town of Pine Ridge
- (2) Zoning Map Amendment M06-14 – 146 & 153 Banbury Rd., 158, 161, 165, & 234 St. Andrews Road – 2nd Reading..... **G**
- (3) Approval of Minutes – Meetings of December 12, 2006 and January 09, 2007 **H**
- (4) Old Business/New Business
- (5) Adjournment

2:20 p.m. - 2:30 p.m. – Health & Human Services

- (1) Local Emergency Management Performance Grant -- Public Safety/ Emergency

- Management – Major George Brothers, Homeland Security Coordinator **I**
- (2) Local Emergency Management Performance Special Project Grant – Public Safety/Emergency Management – Major George Brothers, Homeland Security Coordinator **J**
- (3) State Farm Good Neighbor Citizenship Funds Grant – Public Safety/Fire Service - Russell Rawl, Fire Service Coordinator **K**
- (4) Old Business/New Business
- (5) Adjournment

2:30 p.m. - 3:15 p.m. -- Public Works

- (1) Air Quality Penalty Fine – Public Works - Synithia Williams, Environmental Coordinator **L**
- (2) Carolina Clear – Public Works - Synithia Williams, Environmental Coordinator **M**
- (3) Road Maintenance Fee (**Goal 3**) – Public Works – John Fechtel, Director **N**
- (4) Stormwater Ordinance Update – Public Works – John Fechtel Director
- (5) Approval of Minutes – Meetings of November 14 and December 12, 2006 **O**
- (6) Old Business/New Business – Stormwater Ordinance, “C” Funds, Private Roads
- (7) Adjournment

3:15 p.m. - 3:30 p.m. - Solid Waste Landfill

- (1) Red Bank Collection Station (**Goal 1**)
- (2) Approval of Minutes – Meeting of January 09, 2007 **P**
- (3) Old Business/New Business – Solid Waste Funding
- (4) Adjournment

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

- (1) Stripping Trees in Subdivision – Ms. Ann Engeli, 15 Mallard Shores Place, Lexington, SC 29072
- (2) Business License/Registration Update (**Goal 3**) – Community Development – Ronald Scott, Director
- (3) Approval of Minutes – Meeting of January 09, 2007 **Q**
- (4) Old Business/New Business – Revised Building Use and Naming Policy
- (5) Adjournment

Economic Development

S. Davis, Chairman
B. Banning, Sr., V Chairman
J. Kinard
J. Jeffcoat
T. Cullum
B. Derrick

Health & Human Services

J. Carrigg, Jr., Chairman
J. Jeffcoat, V Chairman
D. Summers
B. Keisler
B. Banning, Sr.
B. Derrick

Solid Waste Landfill

J. Kinard, Chairman
B. Keisler, V Chairman
S. Davis
J. Jeffcoat
B. Derrick

Planning & Administration

J. Jeffcoat, Chairman
S. Davis, V Chairman
D. Summers
J. Carrigg, Jr.
B. Banning, Sr.
B. Derrick

Public Works

D. Summers, Chairman
T. Cullum, V Chairman
B. Keisler
J. Carrigg, Jr.
B. Derrick

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, February 13, 2007

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

Employee Recognition - Katherine Hubbard, County Administrator

AppointmentsR

Bids/Purchases/RFPs

- (1) One (1) Slide-In Animal Box – Animal Services..... **S**
- (2) Four (4) Replacement Furnaces – Fleet Services **T**
- (3) Four (4) 2008 Taylor Made Type I F-350 Ambulances – Public Safety/EMS..... **U**
- (4) (2) 750 GPM Tankers and (1) 1500 GPM Pumper – Public Safety/Fire Service..... **V**
- (5) 2006 – 2007 Resurfacing Program – Public Works **W**
- (6) Four (4) Video Camera Systems – Sheriff’s Department..... **X**
- (7) Clothing for Patrol Personnel – Sole Source Procurement – Sheriff’s Department..... **Y**

Chairman’s Report

Administrator’s Report

Approval of Minutes – Approval of the Minutes for January 09, 2007.....Z

Committee Reports

Economic Development, S. Davis, Chairman

- (1) Project Z - Economic Development

- (a) Adoption of the Inducement Resolution – **Tab B**
- (b) Ordinance 07-01 - Authorizing the Execution and Delivery of a Fee Agreement Between Lexington County and a Corporation or one of its Subsidiaries – 1st Reading – **Tab C**
- (2) Project Otis – Approving the Resolution Authorizing the Execution and Delivery of an Inducement and Millage Rate Agreement – Economic Development – **Tab D**

Ordinance

- (1) Ordinance 07-02 – An Ordinance to Approve a Contract to Sell Approximately 70 Acres of Real Property in the Saxe Gotha Park – First Reading by Title

Planning & Administration, J. Jeffcoat, Chairman

- (1) Zoning Map Amendment M06-14 – 146 & 153 Banbury Rd., 158, 161, 165, & 234 St. Andrews Road – 2nd Reading – **Tab G**

Health & Human Services, J. Carrigg, Jr., Chairman

- (1) Local Emergency Management Performance Grant – **Tab I**
- (2) Local Emergency Management Performance Special Project Grant – **Tab J**
- (3) State Farm Good Neighbor Citizenship Funds Grant – **Tab K**

208 Plan, B. Keisler, Chairman

- (1) Revised 208 Management Area Request (**Goal 2**).....1

6:00 P.M. - Public Hearing

- (1) Zoning Map Amendment M06-15 – Old Chapin Road from Lexington Town Limits 260’ North Towards Maxie Road and Maxie Road from the Intersection of Old Chapin Road 1000’ North Towards Ashley Hills Drive2

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

- 1. Provide for public services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Appropriate required funding to meet Strategic Plan.**

Frank J. Raymond
Rayco Investment Properties, LLC
415 Cedarcrest Drive
Lexington, SC 29072
(803) 808-9599

January 9, 2007

Mr. Al Burns, Executive Director
Lexington Economic Development Department
Lexington County Government Building
212 South Lake Drive
Lexington, SC 29072

Re: Letter of Request for financial assistance for installation of water lines and hydrant at 415 Cedarcrest Drive; Lexington, SC 29073

Dear Mr. Burns,

Through the assistance of my councilman, Bobby Kiesler, I was put in touch with various council members who acknowledged that I could request financial assistance for the installation of the water lines and hydrant that were needed to develop my property at 415 Cedarcrest Drive, Lexington, SC 29073. I am in the final stages of completion of building an office/warehouse on this property to provide adequate space for my expanding small business, Absolute Restorations, Inc. We had been located in rented space at 231 Cedarcrest Drive; Lexington, SC 29072 for the past six years and are in the process of moving into our new facility this week. I am a General Contractor who currently has 8 full time employees and numerous sub-contractors. We are engaged in residential and commercial renovation and remodeling and repair work including insurance restoration. Although we are a small business, we have contributed significantly to Lexington County for almost 10 years, as well as to the Greater Columbia Metropolitan area. I am sure you are aware of the significant costs in running a small business for licensing, insurance, bonding and other regulatory costs. I am also significantly contributing to the economy of Lexington County by developing my property and building the office/warehouse from which to operate my construction business.

In order to provide domestic water service to my property it cost \$19,611.18 to install the water lines and hydrant for my building at 415 Cedarcrest Drive – and this does not include the costs of the domestic water lines from the meter to the building, the DHEC and Lexington County permits, tap fees, or testing that were also needed. The high costs were due to the fact that we needed to extend the existing County water line from where it ended at the intersection of Cedarcrest Drive and Canadian Drive, which has a hydrant across from the VFW building. The installation of the pipe entailed tunneling under the roadway at Canadian Drive thereby increasing the labor costs as well. We also had to ensure that the installation of our hydrant met current regulations as to the distances between hydrants – necessitating the installation of approximately 345 ft to meet this requirement. The breakout is: Labor \$11,290.00 and Materials \$8,331.18. Due to the regulations according to the plans prepared by the LCJMW&S for the installation of their water lines and hydrant, and the relationship to the materials and labor involved in our meeting these requirements for installation, it is not possible to breakout the costs specific to the hydrant and County water lines any further. Obviously the requirement to have the hydrant and the specific distance that it needed to be from the existing hydrant directly influences the costs I paid, i.e. the need for larger diameter pipe and the amount of pipe and labor for installation in order to obtain domestic water service to my building. In addition to paying for the installation of the hydrant and lines, as well as to insure them for the next year and pay for testing of the backflow protector for the next three years – I also have to pay

monthly maintenance fees on both the lines and the hydrant in order to have water service from Lexington County Joint Municipal Water and Sewer.

The fact that there are now water lines running to the end of the County's service line and a hydrant in place makes the property across the street from my building much more desirable to anyone wanting to develop that property, as they will not have to pay to have water service, or share any of the costs that I have incurred to install it. I am including copies of the bills paid by me for the cost of the water installation project, which cost me almost \$20,000.00 and which Lexington County now owns – the whole thing – pipes, hydrant and everything.

It is my understanding that you can present a petition to the County Council to provide some reimbursement for the costs that we have incurred in order to comply with the requirements to provide for water service and the hydrant. Due to the extreme costs of this project, I am hopeful that the Council will find in our favor and provide a reasonable remedy as to these expenses. If you have any questions regarding this matter, please call me immediately so that I may stay on top of this situation. You may reach me at my office – 808-9599, or you can call my wife, Carolyn at our home – 356-9283. If it is possible for me to be present at the Council meeting, please inform me of the date on which you will present this request to them so that I can make arrangements to be available.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Frank J. Raymond,
Rayco Investment Properties, LLC
President, Absolute Restorations, Inc.

Rikard Enterprises, LLC.
3079 Windmill Road
Leesville, SC 29070
803-532-4710

September 22, 2006

INVOICE TO: Absolute Restorations, Inc.
231 Cedarcrest Drive
Lexington, SC 29072

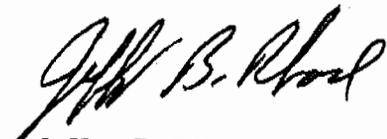
Project: Labor for Water Line Installation
Rayco Investment Properties
415 Cedarcrest Drive
Lexington, SC 29072

INVOICE # 1
(Work Completed Thru 9/21/06)

Labor for Water Line Installation	\$ 10,900.00
TOTAL THIS INVOICE	\$ 10,900.00

Thank you very much for allowing me to provide the above mentioned services on this project.

Respectfully submitted,


Jeffrey B. Rikard

COPY

Sterling Enterprises
292 Cedarcrest Drive
Lexington, South Carolina 29072

INVOICE

DATE	INVOICE NO.
9/20/06	38179

BILL TO
Absolute Restorations, Inc.

TERMS	PROJECT
C.O.D.	

JOB DESCRIPTION	AMOUNT
Site Welding - Cedarcrest Drive	130.00
<i>Thank you for your business.</i>	TOTAL \$130.00

COPY

Sterling Enterprises
292 Cedarcrest Drive
Lexington, South Carolina 29072

INVOICE

DATE	INVOICE NO.
9/12/06	38177

BILL TO
Absolute Restorations, Inc.
<i>Rayco</i>

TERMS	PROJECT
C.O.D.	

JOB DESCRIPTION	AMOUNT
Site Location 12" Pipe Casing (Cedarcrest Drive - Lexington, S.C.) Per: Frank Dahl	260.00
<i>Thank you for your business.</i>	TOTAL \$260.00

FERGUSON ENTERPRISES, INC.®

710 S. GUIGNARD DRIVE
SUMTER, SC 29150

INVOICE NUMBER	CUSTOMER	PAGE
0114927	5478	1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES, INC.®

FEI-SUMTER WATERWORKS #396
WATERWORKS DIVISION
1610 WEST LUCAS ST
FLORENCE, SC 29501-1226

Please contact with Questions:
803-775-7355



ABSOLUTE RESTORATIONS
231 CEDARCREST DR.
LEXINGTON, SC 29072-3812

00003286 12 3286

SHIP TO:

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
150	950	SC2506	12667	950	FRANK	09/12/06	10 10780

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	AFCB84BLAOLLEXP	5-1/4 AFC B84B HYD LEXINGTON 4 BURY	1300.000	EA	1300.00
1	1	MJSTLAU	6 MJ C153 SWVL TEE L/A	82.700	EA	82.70
1	1	AFC2506MMLAOL	6 MJ RW DI OL GATE VLV L/A	400.000	EA	400.00
80	80	AFT350PU	6 CL350 / CL50 CL DI FASTITE PIPE	9.000	FT	720.00
2	2	SSLD6	6 DI MJ WDG REST GLND *ONELOK	19.150	EA	38.30
5	5	SSLC6	6 PVC WDG REST GLND *ONELOK	23.462	EA	117.31
8	8	IMJBGPU	6 MJ C153 BOLT & GSKT PK L/ GLAND	8.100	EA	64.80
2	2	GWJVB1000	24 RND VLV BX COLL	12.770	EA	25.54
2	2	FWWVB461S	2PC SC CI VLV BX 10T/15B	21.340	EA	42.68
2	2	FWWVBL35WTR	5-1/4 DROP VLV BX LID - WTR	7.390	EA	14.78
260	260	DR18PU	6 C900 DR18 CL150 PVC GJ PIPE	4.500	FT	1170.00
1	1	MJ2LAU	6 MJ C153 22-1/2 BEND L/A	33.480	EA	33.48
1	1	AFC2506FMLAOL	6 FLG X MJ RW OL GATE VLV L/A	348.230	EA	348.23
1	1	BRFFG150SU	6 BOLT & RED FF 150# 1/16 GSKT SET	7.530	EA	7.53
1	1	P3480CS6B6	6X6 SS TAPN SLV 6.60-7.00	402.000	EA	402.00
1	1	R202069041	6X1 CC DBL STRP SDL 6.63-6.90	18.300	EA	18.30
1	1	MH15005G	1 CC X IPS INSTATITE CORP ST	39.660	EA	39.66
100	100	PEI9BG100	1X100 IPS SDR9 HDPE PIPE BLUE 200#	43.490	C	43.49
1	1	FB11344W	1 FIP X FIP BALL CURB ST LW	34.050	EA	34.05
1	1	FC8644G	1 MIP X GRIP PE COUP	16.500	EA	16.50
1	1	C14194157	PLAS BLAC WTR MTR LID W/CI RDR ONLY	6.830	EA	6.83
1	1	C14192005	12 PLAS BLAC MTR BX BDY ONLY	13.950	EA	13.95
60	60	DSCP25012	12 X .250 STL CASING PIPE	2055.133	C	1233.08
INVOICE SUB-TOTAL						6173.21
TAX				SC-LEXINGTON		370.39

TERMS: NET 10TH PROX
Accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus costs of collection including attorney fees if incurred. Freight terms are FOB our dock unless otherwise specified above.

ORIGINAL INVOICE

TOTAL DUE

6,543.60

WARRANTY PROVISIONS: SEE REVERSE SIDE A

FERGUSON ENTERPRISES, INC.®

710 S. GUIGNARD DRIVE
SUMTER, SC 29150

Please contact with Questions:
803-775-7355

INVOICE NUMBER	CUSTOMER	PAGE
0115412	5478	1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES, INC.®

FEI-SUMTER WATERWORKS #396
WATERWORKS DIVISION
1610 WEST LUCAS ST
FLORENCE, SC 29501-1226

SHIP TO:



ABSOLUTE RESTORATIONS
231 CEDARCREST DR.
LEXINGTON, SC 29072-3812

00002570 10 2570

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
950	950	SC2506	12687	950	FRANK	09/15/06	ID 10802
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	MJTSDIUU	6X6 MJ TAPN SLV F/ DI	469.180	EA	469.18	
40	40	AFT350PU	6 CL350 / CL50 CL DI FASTITE PIPE	9.000	FT	360.00	
			INVOICE SUB-TOTAL			829.18	
			TAX		SC-LEXINGTON	49.75	



FERGUSON ENTERPRISES, INC.®

DESIGNARD DRIVE
SC 29150

INVOICE NUMBER	CUSTOMER	PAGE
0120223	5478	1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES, INC.®

Please contact with Questions:
803-775-7355

FEI-SUMTER WATERWORKS #396
WATERWORKS DIVISION
1610 WEST LUCAS ST
FLORENCE, SC 29501-1226

SHIP TO:



DLUTE RESTORATIONS
CEDARCREST DR.
INGTON, SC 29072-3812

COUNTER PICK UP
166 PONTIAC BUSINESS CENTER DR
ELGIN, SC 29045-9171

TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
SC1040	12851	950	BFP	11/09/06	ID 11191

SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	W007M1QTG	1 BRZ IPS DBL CHK BFP W/ BV	97.760	EA	97.76
1	BRNGM	1X3 BRS NIP	4.750	EA	4.75
		INVOICE SUB-TOTAL			102.51
		TAX	Richland Co.		6.16
		 <p>FERGUSON ENTERPRISES, INC.® "The Professional's Source"</p>			
NET 10TH PROX					TOTAL DUE
due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed					108.67

TOTAL

FERGUSON ENTERPRISES, INC.®

GUIGNARD DRIVE
R, SC 29150

INVOICE NUMBER	CUSTOMER	PAGE
0120486	5478	1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES, INC.®

FEI-SUMTER WATERWORKS #396
WATERWORKS DIVISION
1610 WEST LUCAS ST
FLORENCE, SC 29501-1226

SHIP TO:

Please contact with Questions:
803-775-7355



SOLUTE RESTORATIONS
1 CEDARCREST DR.
XINGTON, SC 29072-3812

COUNTER PICK UP
166 PONTIAC BUSINESS CENTER DR
ELGIN, SC 29045-9171

LT SE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
	SC1040	12861	950		11/13/06	TO 11207

SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	C1220125KIT	12 JMBO PLAS MTR BX W/ READER	41.210	EA	41.21
1	C462874	5/8X3/4 NEO MTR GSKT 1/16	0.200	EA	0.20
1	GH3002A	3/4 STD MTR COUP	4.080	EA	4.08
1	IBRBGF	1X3/4 BRS BUSH	2.620	EA	2.62
		INVOICE SUB-TOTAL			48.11
		TAX	Richland Co.		2.88





INVOICE

INVOICE	INVOICE NUMBER
09/15/06	S125026893.001
DUE DATE	PAGE #
10/15/06	1 of 1

REMIT TO:
 HUGHES SUPPLY INC
 PO BOX 75898
 CHARLOTTE NC 28275-0898

BRANCH: 7E
 #007E WEST COLUMBIA W&S HSI
 HUGHES WATER & SEWER, LTD.
 914 CHRIS DRIVE
 WEST COLUMBIA SC 29169-4763
 803-794-0902 Fax 803-796-4610
 SHIP TO: 371832

SOLD TO: 371832 371832

8 - 703 ABSOLUTE RESTORATIONS INC
 231 CEDARCREST DR
 LEXINGTON, SC 29072-3812

ABSOLUTE RESTORATIONS INC
 231 CEDARCREST DR
 LEXINGTON SC 29072-3812



Ordered By		Telephone		Billing Branch		Order Date		Purchase Order Number	
FRANK		803-808-9599		7E		09/15/06		12685	
Salesperson		Ship Via		Ship Date		Release Number			
House Sales Person		CPU CUST PICK UP		09/15/06					
Writer		Bill of Lading		Terms					
Michael Lindler Jr.				NET 30 DAYS 1.5% SC 15					
Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount		
500	500	ft		WIRE THHN 12 BLU SOL CU 500FT	127.000	m	63.50		
1	1	rl		INTERTAPE 600CC1000 3IN X 1000FT BARRICADE RIBBON TO CONTROL AREA ACCESS	6.875	ea	6.88		
4	4	ea		HARCHEM 5 LB CALCIUM HYPOCHLORITE GRANULAR	10.000	ea	40.00		
9/15/2006 10:31:03 AM S125026893.001 <i>Frank Delle</i>									

FRANK		Subtotal	110.38
HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY.		Tax 1	6.62
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION		Total	117.00
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.			
Freight Terms / FOB			
		Total Amount Due	117.00

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale."

IWWS
Independent Water Works Supply, Inc.

221 Laurel Road
 Lexington, SC 29073
 Voice: (803) 359-7213
 Fax: (803) 359-3998 • Wats: 800-255-3041

INVOICE

INVOICE NUMBER	8088
INVOICE DATE	Sep 19, 2006
ORDER NUMBER	10886
ORDER DATE	

Page: 1

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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

COMMENTS

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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

SHIPPED VIA	SHIP DATE
Cust. Pickup	9/18/06

CUSTOMER PO NO.	SALESPERSON	TERMS	F.O.B.	WAREHOUSE
	99	Net 20 Days		IWWS

QTY. ORDERED	QTY. SHIPPED	STOCK NUMBER AND DESCRIPTION	PREV. SHIPPED	QTY. BACK ORD.	UNIT PRICE	NET AMOUNT
8.00	8.0000	MJ ACC T-BOLTS 04 3/4 X 4" MJ T-BOLT			2.00EA	16.00
2.00	2.0000	GLAND SPLIT MJ 6" GLAND SPLIT MJ 6"			12.00EA	24.00
4.00	4.0000	ROD ALL THD ZINC 3/3/4" ZINC ALL THREAD ROD 14"			2.50FT	10.00
8.00	8.0000	NUT HEAVY HEX 3/4 3/4 MJ HEAVY HEX NUT"			0.55EA	4.40
8.00	8.0000	WASHER FLAT 075 3/4 HEAVY FLAT WASHER"			0.40EA	3.20
8.00	8.0000	DUC-LUGS 3/4" DUC-LUGS 3/4"			2.50EA	20.00
received 9/20/06						
Subtotal						77.60
Sales Tax						4.66
Freight						
Total Invoice Amount						82.26
Payment/Credit Amount						

1 1/2% Finance Charge on Invoices over 30 days.

PAY THIS TOTAL

82.26

IWWS
Independent Water Works Supply, Inc.

221 Laurel Road
 Lexington, SC 29073
 Voice: (803) 359-7213
 Fax: (803) 359-3998 • Wats: 800-255-3041

INVOICE

INVOICE NUMBER	8087
INVOICE DATE	Sep 19, 2006
ORDER NUMBER	10888
ORDER DATE	

Page: 1

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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

COMMENTS

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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

SHIPPED VIA	SHIP DATE
Cust. Pickup	9/19/06

CUSTOMER PO NO.	SALESPERSON	TERMS	F.O.B.	WAREHOUSE
	99	Net 20 Days		IWWS

QTY. ORDERED	QTY. SHIPPED	STOCK NUMBER AND DESCRIPTION	PREV. SHIPPED	QTY. BACK ORD.	UNIT PRICE	NET AMOUNT
1.00	1.0000	MJ ANC CPL 06X13 6 x 13" MJ SWIVEL x SOLID ANCHOR COUPLING (LESS ACC) ""			98.95EA	98.95
1.00	1.0000	MJ EL 45 06 6 MJ 45 DEG BEND (LESS ACC) ""			56.31EA	56.31
Subtotal Sales Tax Freight Total Invoice Amount Payment/Credit Amount						155.26 9.32 164.58

received
 9/20/06

1 1/2% Finance Charge on Invoices over 30 days.

**PAY
THIS
TOTAL**

164.58

IWWS
Independent Water Works Supply, Inc.

221 Laurel Road
 Lexington, SC 29073
 Voice: (803) 359-7213

Fax: (803) 359-3998 • Wats: 800-255-3041

INVOICE

INVOICE NUMBER	8085
INVOICE DATE	Sep 19, 2006
ORDER NUMBER	10885
ORDER DATE	

Page: 1

COMMENTS

**S
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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

SHIPPED VIA	SHIP DATE
Cust. Pickup	9/18/06

CUSTOMER PO NO.	SALESPERSON	TERMS	F.O.B.	WAREHOUSE
	99	Net 20 Days		IWWS

QTY. ORDERED	QTY. SHIPPED	STOCK NUMBER AND DESCRIPTION	PREV. SHIPPED	QTY. BACK ORD.	UNIT PRICE	NET AMOUNT
1.00	1.0000	GLAND SPLIT MJ 6" GLAND SPLIT MJ 6"			12.00EA	12.00
2.00	2.0000	FIELD LOCK GSK 06 6 FIELD-LOCK GASKET"			57.10EA	114.20
4.00	4.0000	DUC-LUGS 3/4" DUC-LUGS 3/4"			2.50EA	10.00
1.00	1.0000	MEGA LUG PVC 2000 (6" #2000 MEGA LUG FOR P.V.C.			29.31EA	29.31
2.00	2.0000	ROD ALL THD ZINC 3,3/4" ZINC ALL THREAD ROD 14"			2.50FT	5.00
4.00	4.0000	WASHER FLAT 075 3/4 HEAVY FLAT WASHER"			0.40EA	1.60
6.00	6.0000	NUT HEX ZINC 3/4 3/4 HEAVY ZINC HEX NUT"			0.55EA	3.30

received
 9/20/06

Subtotal	175.41
Sales Tax	10.52
Freight	
Total Invoice Amount	185.93
Payment/Credit Amount	

1 1/4% Finance Charge on Invoices over 30 days.

PAY THIS TOTAL 185.93

IWWS
Independent Water Works Supply, Inc.

221 Laurel Road
 Lexington, SC 29073
 Voice: (803) 359-7213
 Fax: (803) 359-3998 • Wats: 800-255-3041

INVOICE

INVOICE NUMBER	8084
INVOICE DATE	Sep 19, 2006
ORDER NUMBER	10887
ORDER DATE	

Page: 1

**S
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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

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ABSOLUTE RESTORATIONS
 231 CEDARCREST RD
 LEXINGTON, SC 29072

COMMENTS

Empty comments box.

SHIPPED VIA	SHIP DATE
Cust. Pickup	9/19/06

CUSTOMER PO NO.	SALESPERSON	TERMS	F.O.B.	WAREHOUSE
	99	Net 20 Days		IWWS

QTY. ORDERED	QTY. SHIPPED	STOCK NUMBER AND DESCRIPTION	PREV. SHIPPED	QTY. BACK ORD.	UNIT PRICE	NET AMOUNT
2.00	2.0000	MJ BOLT & GSK PK 06 BOLT AND GASKET PACK""			9.84EA	19.68
1.00	1.0000	MJ EL 11 1/4 06 6 MJ 11-1/4 DEG BEND (LESS ACC)""			56.31EA	56.31
Subtotal						75.99
Sales Tax						4.56
Freight						
Total Invoice Amount						80.55
Payment/Credit Amount						

Received
 9/20/06

1 1/2% Finance Charge on Invoices over 30 days.

PAY THIS TOTAL

80.55

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



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Chapin

The Town of Chapin has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Chapin and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.



109 Columbia Avenue • P.O. Box 183 • Chapin, SC 29036

January 31, 2007

The Honorable Billy Derrick
Chairman – Lexington County Council
212 South Lake Drive
Lexington, SC 29072

RE: Lexington County CDBG Entitlement Program

Dear Chairman Derrick:

On behalf of the Council for the Town of Chapin, we are requesting the opportunity to participate in the County's CDBG Entitlement Program, in the remaining year of the county's requalification term. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both the town and the county.

We realize there are details that must be resolved, but we wanted to notify the county of our desire to participate as a first step. We request that you present this request to the County Council at its next meeting.

Sincerely,

Stanley E. Shealy
Mayor

CC: George Bistany, Community Development Administrator – Lexington County

**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Chapin
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Chapin, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "Town" means the Town of Chapin, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"HUD" means United States Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, the County and the Town desire to enable the Town to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated Town within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the Town with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement program, and the HOME program, should the County become eligible to receive HOME funds as an Urban County or as a member of a HOME consortium.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Year **2008**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.

13. Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.

14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.

15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.

16. The title to any real property acquired with CDBG or HOME funds allocated to the Town, and located within the Town when acquired, may be vested in the Town, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the Town when acquired, shall be vested in the County.

17. Any real property acquired in whatever name with CDBG, HOME and related grant funds for use by the Town shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the Town desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.

18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the Town for any resulting consequences.

19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

ATTEST

County of Lexington

Town of Chapin

William C. Derrick
Chairman, County Council

Stanley E. Shealy
Mayor



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Gaston

The Town of Gaston has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Gaston and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.



James L. Sharpe
Mayor

Jennifer Poole
Administrator

Forrest (Woody) Craker
Police Chief

Town Hall: (803) 796-7725

P.O. Box 429
186 North Carthage Street
Gaston, South Carolina 29053-0669

COUNCIL MEMBERS

Troy R. Bivens
Donnie L. Dowd
Marvin Pound, Jr.
Charlie Sharpe

Fax: (803) 739-5793

January 23, 2007

The Honorable William C (Billy) Derrick, Chairman
Lexington County Council
212 South Lake Drive
Lexington, South Carolina, 29072

Re: Lexington County CDBG Entitlement Program

Dear Chairman Derrick:

On behalf of myself and the Town Council of the Town of Gaston, I am respectfully writing to inform you of our interest in the County's CDBG Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining two years of its re-qualification term during your next meeting. Our understanding is that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would benefit both entities.

While there are details that need to be resolved, the Town feels that our first step is to notify you of our desire to work with Lexington County to improve the overall living conditions of its residents. Our contact persons will be myself and our Administrator Jennifer Poole. If you have any further questions or concerns, please don't hesitate to contact us at the Town Hall at 803-796-7725.

Sincerely,

James L. Sharpe
Mayor, Town of Gaston

cc: George Bistany, Community Development Administrator

**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Gaston
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Gaston, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "Town" means the Town of Gaston, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"HUD" means United Stated Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, the County and the Town desire to enable the Town to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated Town within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the Town with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement program, and the HOME program, should the County become eligible to receive HOME funds as an Urban County or as a member of a HOME consortium.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Year **2008**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.

13. Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.

14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.

15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.

16. The title to any real property acquired with CDBG or HOME funds allocated to the Town, and located within the Town when acquired, may be vested in the Town, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the Town when acquired, shall be vested in the County.

17. Any real property acquired in whatever name with CDBG, HOME and related grant funds for use by the Town shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the Town desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.

18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the Town for any resulting consequences.

19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

ATTEST

County of Lexington

Town of Gaston

William C. Derrick
Chairman, County Council

James L. Sharpe
Mayor



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director *RS*

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Irmo

The Town of Irmo has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Irmo and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

cc:



January 12, 2007

The Honorable Todd Cullum
Chairman – Lexington County Council
212 South Lake Drive
Lexington, SC 29072

Re: Lexington County CDBG Entitlement Program

Dear Chairman Cullum:

On behalf of the Irmo Town Council, I am writing to let you know of our interest in the County's Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining year of its re-qualification term at your February Council Meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both entities.

While there are details that have to be resolved, we felt that our first step was to notify the County of our desire to participate. Please do not hesitate to contact Project Coordinator Bob Brown who will be the contact person for future projects. You and your staff may reach him at (803) 781-7050 or at rbrown@townofirmosc.com.

Thank you for your time and consideration. If we can be of further assistance you may also contact Mr. John Hanson, our Town Administrator also at (803) 781-7050.

Sincerely,

John Gibbons
Mayor



**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Irmo
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Irmo, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "Town" means the Town of Irmo, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"HUD" means United States Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, the County and the Town desire to enable the Town to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated Town within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the Town with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement program, and the HOME program, should the County become eligible to receive HOME funds as an Urban County or as a member of a HOME consortium.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Year **2008**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.

13. Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.

14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.

15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.

16. The title to any real property acquired with CDBG or HOME funds allocated to the Town, and located within the Town when acquired, may be vested in the Town, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the Town when acquired, shall be vested in the County.

17. Any real property acquired in whatever name with CDBG, HOME and related grant funds for use by the Town shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the Town desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.

18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the Town for any resulting consequences.

19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

ATTEST

County of Lexington

Town of Irmo

William C. Derrick
Chairman, County Council

John Gibbons
Mayor



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Lexington

The Town of Lexington has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Lexington and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

MAYOR
T. Randall Halfacre

TOWN OF LEXINGTON

111 Maiden Lane

TOWN ADMINISTRATOR
James W. Duckett, Jr.

MAYOR PRO-TEM
Hazel Leggett-Tyndall

MAILING ADDRESS
Post Office Box 397
Lexington, SC 29071

COUNCIL
Richard D. Thompson
Kathy Maness
Ted Stambolitis
Danny Frazier
Todd Shevchik



INFORMATION
803-359-4164
www.lexsc.com

FAX
803-359-4460

January 16, 2007

The Honorable William C. "Billy" Derrick
Chairman - Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

*CO-OPERATION
BY YOUR APPOINTMENT
AS CHAIR - I
LOOK FORWARD
WORKING WITH
YOU!*

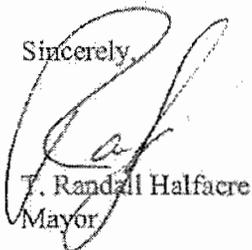
RE: Lexington County C.D.B.G Entitlement Program

Dear Chairman Derrick:

On behalf of the Council for the Town of Lexington, I am writing to let you know of our interest in the County's C.D.B.G Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining one year of its requalification term at your February 13, 2007 Council Meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both entities.

While there are details that need to be resolved, we felt that our first step was to notify the county of our desire to participate. Our contact person will be Wesley Crosby, Grants Administrator. You and your staff may reach him at (803) 358-1544 or at wecrosby@lexsc.com. If you have any questions or need any additional information, our staff members stand ready to assist in any way.

Sincerely,


T. Randall Halfacre
Mayor

cc: Town of Lexington Council
Jim Duckett, Town Administrator
Wesley Crosby, Grants Administrator - Town of Lexington
George L. Bistany, Jr., Community Development Administrator - Lexington Co.

**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Lexington
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Lexington, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "Town" means the Town of Lexington, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"HUD" means United States Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, the County and the Town desire to enable the Town to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated Town within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the Town with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement program, and the HOME program, should the County become eligible to receive HOME funds as an Urban County or as a member of a HOME consortium.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Year **2008**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.

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18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the Town for any resulting consequences.

19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

ATTEST

County of Lexington

Town of Lexington

William C. Derrick
Chairman, County Council

T. Randall Halfacre
Mayor



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Pelion

The Town of Pelion has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Pelion and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

TOWN OF PELION

South Carolina 29123

P.O. Box 7 • Telephone/Fax 803-894-3535

January 16, 2007

The Honorable William C (Billy) Derrick, Chairman
Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

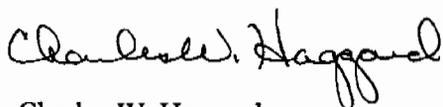
Re: Lexington County CDBG Entitlement Program

Dear Chairman Derrick:

On behalf of the Town Council of the Town of Pelion, I am writing to let you know of our interest in the County's CDBG Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining two years of its re-qualification term at your next meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both entities.

While there are details that need to be resolved, the Town feels that our first step is to notify you of our desire to work with Lexington County to improve the overall living conditions of its residents. Our contact person will be me as Mayor and Mike Burkhold, our Administrator. You may reach me at 803-894-3535 or Mike at 803-622-7428. If you have any questions or need any additional information, we stand ready to assist you in any way possible.

TOWN OF PELION



Charles W. Haggard
Mayor

Cc George Bistany, Community Development Administrator



cc: Billy Derrick

**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Pelion
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Pelion, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

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The "Town" means the Town of Pelion, South Carolina.

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The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

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"HUD" means United States Department of Housing and Urban Development

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"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, the County and the Town desire to enable the Town to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated Town within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the Town with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

IT IS MUTUALLY AGREED THAT:

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3. During the term of the Cooperative Agreement, the Town may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
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6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

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11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

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ATTEST

County of Lexington

Town of Pelion

William C. Derrick
Chairman, County Council

Charles W. Haggard
Mayor



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Pine Ridge

The Town of Pine Ridge has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Pine Ridge and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

Town of Pine Ridge

Area Code (803) 755-2500
Fax No. (803) 955-0605
E-mail: Town Clerk - prtownclerk@sc.rr.com
Police Chief - chiefwright@sc.rr.com



January 9, 2007

The Honorable Todd Cullum
Chairman – Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

RE: Lexington County CDBG Entitlement Program

Dear Chairman Cullum:

The Town of Pine Ridge is hereby submitting a notice of interest in the County's CDBG Entitlement Program. We would appreciate your consideration of inviting the Town of Pine Ridge to participate in program. It is an excellent opportunity to be involved in a program that considers the needs and issues of our local communities, and benefits the County as a whole.

If you have any questions or need any additional information, please contact our Town Clerk, Viki Moak.

Respectfully,

A handwritten signature in black ink that reads 'David L. Busby'.

David L. Busby
Mayor

cc Town Council



**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Pine Ridge
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Pine Ridge, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

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ATTEST

County of Lexington

Town of Pine Ridge

William C. Derrick
Chairman, County Council

David L. Busby
Mayor



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M06-14

Address and/or description of the property for which the amendment is requested:

146 & 153 Banbury Rd.; 158, 161, 165, & 234 St. Andrews Rd.

Zoning Classifications: (Current) Low Density Residential (R1) (Proposed) Neighborhood Commercial (C1)

TMS#: 002817-04-008, 009 & 010, 05-015, 07-001 & 002; 002822-03-001 Property Owner: Multiple

Reason for the request: Two property owners currently have home-based businesses and would like to be able to put up business signs; one property owner wants to sell property as commercial use; two property owners would like to continue to live there but think rezoning would enhance property value; and one property owner has been unable to sell house as zoned, is currently renting the house, and would like to sell as commercial property.

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

Date of Application: 10/6/2006 Applicant: Owner [X] Agent [X]

Phone #(s): work 803-561-0300 cell 803-351-8714

Signature: Gary R. Smith Printed Name: GARY R. SMITH

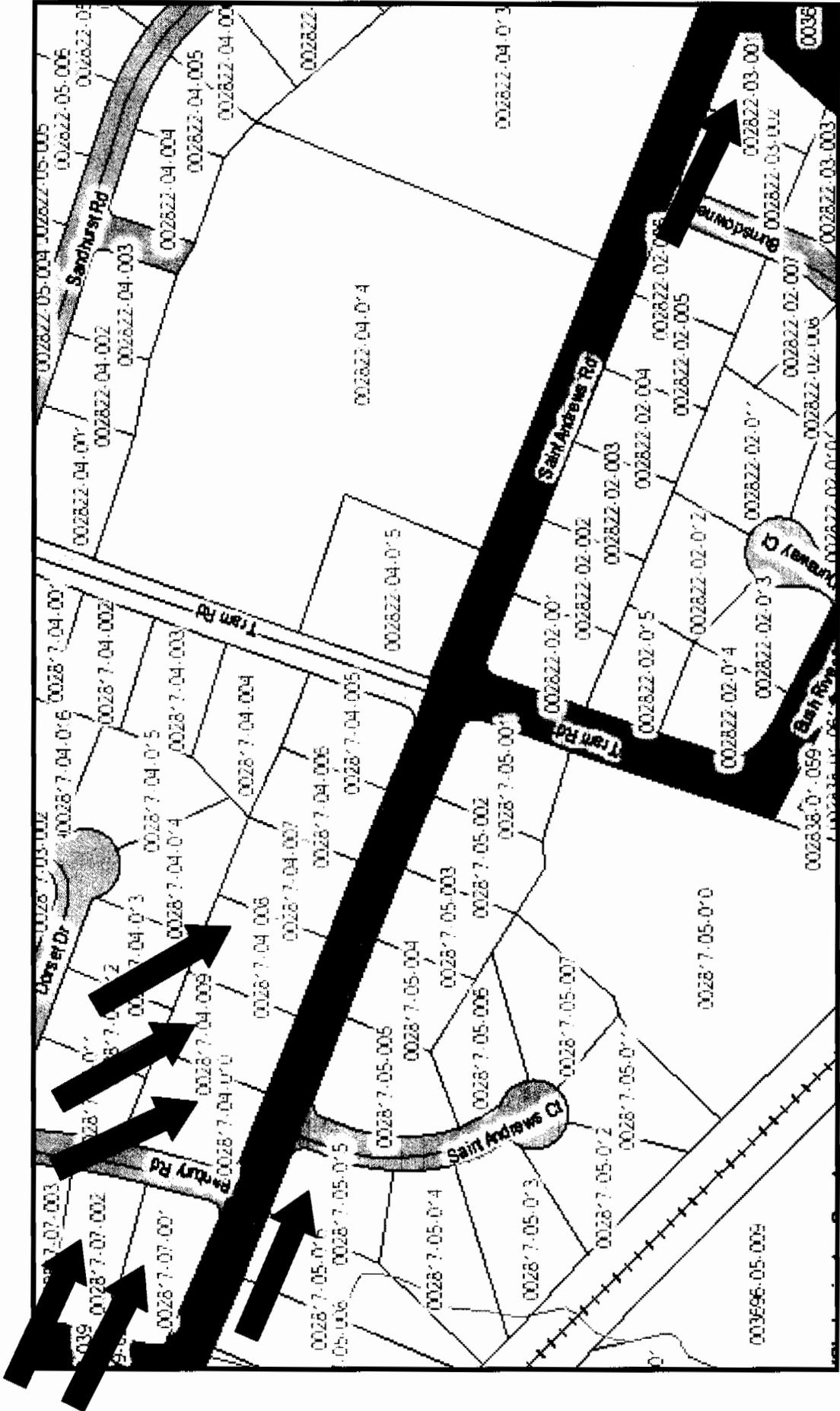
Street/Mailing Address: 161 St. Andrews Road, Columbia, SC 29210

Table with 2 columns: Date, Action. Rows: 10/6/06 Application Received, 11/24/06 Newspaper Advertisement, 11/21/06 Notices Mailed

Table with 2 columns: Date, Action. Rows: 10/6/06 Fee Received, 11/27/06 Property Posted, 1/18/07 Planning Commission

Planning Commission Recommendation: 8-0 Denied

Table with 4 columns: Date, Action. Rows: 10/24/06 First Reading, 12/12/06 Public Hearing, Second Reading, Third Reading



ZONING MAP AMENDMENT REQUEST #M06-14

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

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Local Emergency Management Performance Grant

Fund: 1000 General Department: 131101 Emergency Management
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview:

These funds will be used to support Emergency Management activities in Lexington County.

\$27,326 - Salaries

\$700 - Emergency Management Conference

\$4,050 - Web EOC Technical Support

\$32,076

The LEMPG grant allocation for this year is \$32,076 and requires a 50/50 in-kind match. This grant will be used to supplement the amount of funds needed from the General Fund for Emergency Management. The in-kind match will come from the General Fund to pay the remaining amount needed to run Emergency Management for the length of the grant period.

Grant Period: April 1, 2007 to March 31, 2008

Responsible Departmental Grant Personnel: Neil Ellis, Emergency Management Coordinator

Date Grant Information Released: January 29, 2007 Date Grant Application Due: February 23, 2007

Grant Expenditures (Please attach a detailed budget with Excel spreadsheet, Overview, Line Item Narratives, etc.):

Personnel \$ 113,528.00

Operating \$ 8,800.00

Capital \$ -

Total \$ 122,328.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>26%</u>	<u>\$32,076</u>
	<u>74%</u>	<u>\$90,252</u>
	<u>%</u>	<u>\$ Amount</u>

Requirements at the End of this Grant (please explain in detail):

None

Dept. Preparer:	<u>NM</u>	<u>2/5/2007</u>
Dept. Approval:	<u>NE</u>	<u>2/5/2007</u>
Finance Approval:	<u>AD</u>	<u>2/6/2007</u>
	<i>Initials</i>	<i>Date</i>

**STATE OF SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL**

**FY-2007 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant #: _____ Award Date: _____
 Prior Grant #1: N/A #2: _____ #3: _____
 App#: _____ Federal ID No.: _____
 Federal Fiscal Year: 2007 Fund Year: 2007 Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS

1. County #: 32 2. Project Period:
 County Name: _____ Begin: April 1, 2007 End: March 31, 2008

3. Project Title 97.042 Emergency Management Performance Grant
 4. Project Summary: _____

5. Type of Application (Check Applicable Line)
 a. Initial Continuation Revision Reverted
 b. Year of Funds 1st 2nd 3rd Other:
 c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)
 State City County
 Private, Non-Profit Organization
 Other (Specify): _____
 b. U.S. Congressional District: _____

7. Name and Address of **Implementing Agency**
 10 Digit Zip: 803-785-8141
 (Area) Phone #: 803-785-8589
 (Area) Fax #: _____

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	FEDERAL	AGENCY MATCH	TOTAL
Personnel	27,326	86,202	113,528
Contractual Services			
Travel	700	0	700
Equipment			
Supplies			
Other	4,050	4,050	8,100
Special Project			
TOTAL:	32,076	90,252	122,328
b. PERCENTAGE:	50%	50%	100%

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS:
 State County City
 Other (Explain): **Matching funds from Non-Federal Origin**

ELIGIBLE COSTS (See Page 4)			FEDERAL	MATCHING FUNDS		TOTAL
CATEGORIES				CASH	IN-KIND	
I. PERSONNEL						
A. SALARIES:	<u># of Hours</u>					
B. SPECIAL PROJECT:						
<u>Position Title</u>	<u>On Project</u>	<u>Hourly Salary</u>				
Salaries:						
EM Coord.	100%		27,326	33,726		61,052
Secretary I	100%		0	31,711		31,711
Special Project Salaries:						
TOTAL SALARIES:			27,326	65,437		92,763
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):						
Social Security & Medicare (FICA)			0	6,858		6,858
Retirement			0	6,138		6,138
Workers' Compensation Insurance			0	358		358
Unemployment Insurance						
Health Insurance			0	7,006		7,006
Dental Insurance						
Pre-Retirement Death Benefit			0	406		406
Other Employer Contributions (Itemize):						
B. Special Project Employer Contributions:						
TOTAL EMPLOYER CONTRIBUTIONS:			0	20,766		20,766
TOTAL PERSONNEL:			27,326	86,203		113,529
II (a) CONTRACTUAL SERVICES: (Itemize)						
II (b) SPECIAL PROJECT: (Itemize)						
TOTAL CONTRACTUAL SERVICES:						
III. TRAVEL:						
Itemize—cost						
2 Personnel for Hurricane Conference			700	0		700
TOTAL TRAVEL:			700	0		700

USE WHOLE DOLLARS ONLY				MATCHING FUNDS		
CATEGORIES		FEDERAL	CASH	IN-KIND	TOTAL	
IV. EQUIPMENT (\$1,000 or more per Unit):						
(Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)						
ITEM	QUANTITY					
Special Project (Itemize):						
TOTAL EQUIPMENT:						
V (a) SUPPLIES: (Describe)						
V (b) SUPPLIES SPECIAL PROJECT (Describe):						
TOTAL SUPPLIES						
VI (a) OTHER: (Itemize)						
Paid by EMD: WEBEOC Software Renewal		4,050	4,050			8,100
VI (b) SPECIAL PROJECT OTHER: (Itemize)						
TOTAL OTHER:		4,050	4,050			8,100

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with Special Project funds.

PERSONNEL:

Budget will be used to cover the salaries of the Lexington County Emergency Management Coordinator and his Secretary.

CONTRACTUAL SERVICES:**TRAVEL:**

2 personnel to attend Hurricane Conference.

EQUIPMENT:**SUPPLIES:****OTHER:**

WebEOC Technical Support

Attachment C

GRANT NUMBER: 7EMPG01

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Kelley J. Anderson
Administrative Services Manager
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172

The following is information on the next organization-wide audit, which will include this agency:

YOUR FISCAL YEAR

1. *Audit Period: Beginning 7/1/07 Ending 6/30/08

NO LATER THAN NINE MONTHS AFTER YOUR FISCAL YEAR

2. Audit will be submitted to Administrative Services by: 3/31/08
(Date)

NOTE: The audit or written certification must be submitted to Administrative Services, SC Emergency Management Division, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by Administrative Services, SC Emergency Management Division, upon request.

***NOTE:** The Audit Period is the organization's fiscal year or calendar year to be audited.

Failure to complete this form may result in your grant award being delayed and/or cancelled.

CERTIFICATION PROJECT DIRECTOR/COUNTY OFFICIAL

CERTIFICATION BY PROJECT DIRECTOR*(County EMD Director/Coordinator)*

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Neil W. Ellis Title: Emergency Management Coordinator
(Please Print or Type)
 Agency: Emergency Mgt Address: 212 S. Lake Drive
 Phone Number: 803-785-8141 Lexington SC 29072
 Signature: _____ Date: _____ Bonded: Yes No

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN*(County Administrator/Manager)*

I certify that I understand and agree to ensure compliance with the general and fiscal provisions of this grant application, including the terms and conditions, thereof; and to ensure compliance with provisions of the regulations governing these funds and all other federal and state laws. I further certify that all information presented is correct and that appropriate coordination with affected agencies has been made. I further certify that I am duly authorized by the County to authenticate this grant application.

Name: Katherine L. Hubbard Title: County Administrator
(Please Print or Type)
 Agency: Lexington County Address: 212 S. Lake Drive
 Phone Number: 803-785-8100 Lexington SC 29072
 Signature: _____ Date: _____ Bonded: Yes No

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-02006
 Expires June 30, 1998

FOR
 FY 200 7

LEMPG FOR COUNTY & STATE

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Neil W. Ellis

Emergency Management Coordinator

Typed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472."

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

212 S. Lake Drive

Lexington SC 29072

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

FEDERAL EMERGENCY MANAGEMENT AGENCY
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: LEMPG Special Project

Fund: 1000 General Department: 131101 Emergency Management
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview:
 These funds will be used to fund a full scale EOC exercise.

 This grant has a 50/50 in-kind match, which will come from the General Fund.

Grant Period: April 1, 2007 to March 31, 2008

Responsible Departmental Grant Personnel: Neil Ellis, Emergency Management Coordinator

Date Grant Information Released: January 29, 2007 Date Grant Application Due: February 23, 2007

Grant Expenditures (Please attach a detailed budget with Excel spreadsheet, Overview, Line Item Narratives, etc.):

Personnel	\$	-
Operating	\$	20,000.00
Capital	\$	-
Total	\$	20,000.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	50%	\$10,000
	50%	\$10,000
	%	\$ Amount

Requirements at the End of this Grant (please explain in detail):

 None

Dept. Preparer:	NM	2/5/2007
Dept. Approval:	NE	2/5/2007
Finance Approval:	AD	2/6/2007
	<i>Initials</i>	<i>Date</i>

**STATE OF SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL**

**FY-2007 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant #: _____ Award Date: _____
 Prior Grant #1: N/A #2: _____ #3: _____
 App#: _____ Federal ID No.: _____
 Federal Fiscal Year: 2007 Fund Year: 2007 Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS

1. County #: 32
 County Name: Lexington
 2. Project Period:
 Begin: April 1, 2007 End: March 31, 2008
 3. Project Title 97.042 Emergency Management Performance Grant
 4. Project Summary:

5. Type of Application (Check Applicable Line)
 a. Initial Continuation Revision Reverted
 b. Year of Funds 1st 2nd 3rd Other:
 c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)
 State City County
 Private, Non-Profit Organization
 Other (Specify): _____
 b. U.S. Congressional District: _____
 7. Name and Address of **Implementing Agency**
 10 Digit Zip: 803-785-8141
 (Area) Phone #: 803-785-8589
 (Area) Fax #: _____

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	FEDERAL	AGENCY MATCH	TOTAL
Personnel	_____	_____	_____
Contractual Services	_____	_____	_____
Travel	_____	_____	_____
Equipment	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Special Project	10,000	10,000	20,000
TOTAL:	10,000	10,000	20,000
b. PERCENTAGE:	50%	50%	100%

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS:
 State County City
 Other (Explain): Matching funds from Non-Federal Origin

ELIGIBLE COSTS (See Page 4)

CATEGORIES		FEDERAL	MATCHING FUNDS		TOTAL
			CASH	IN-KIND	
I. PERSONNEL					
A. SALARIES:	<u># of Hours</u>				
B. SPECIAL PROJECT:					
<u>Position Title</u>	<u>On Project</u> <u>Hourly Salary</u>				
Salaries:					
Special Project Salaries:					
TOTAL SALARIES:					
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):					
Social Security & Medicare (FICA)					
Retirement					
Workers' Compensation Insurance					
Unemployment Insurance					
Health Insurance					
Dental Insurance					
Pre-Retirement Death Benefit					
Other Employer Contributions (Itemize):					
B. Special Project Employer Contributions:					
TOTAL EMPLOYER CONTRIBUTIONS:					
TOTAL PERSONNEL:					
II (a) CONTRACTUAL SERVICES: (Itemize)					
II (b) SPECIAL PROJECT: (Itemize)					
TOTAL CONTRACTUAL SERVICES:					
III. TRAVEL:					
Itemize—cost					
TOTAL TRAVEL:					

USE WHOLE DOLLARS ONLY		MATCHING FUNDS			
CATEGORIES		FEDERAL	CASH	IN-KIND	TOTAL
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)					
<u>ITEM</u>	<u>QUANTITY</u>				
Special Project (Itemize):		5,000	5,000		10,000
TOTAL EQUIPMENT:		5,000	5,000		10,000
V (a) SUPPLIES: (Describe)					
V (b) SUPPLIES SPECIAL PROJECT (Describe):					
		5,000	5,000		10,000
TOTAL SUPPLIES					
		5,000	5,000		10,000
VI (a) OTHER: (Itemize)					
Paid by EMD: WEBEOC Software Renewal					
VI (b) SPECIAL PROJECT OTHER: (Itemize)					
TOTAL OTHER:					

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with Special Project funds.

PERSONNEL:**CONTRACTUAL SERVICES:****TRAVEL:****EQUIPMENT:**

Funds will be used to purchase equipment to enhance EOC operations in support of the Full Scale Exercise.

SUPPLIES:

Funds will be used to purchase supplies to enhance EOC operations in support of the Full Scale Exercise.

OTHER:

**APPLICATION FOR SPECIAL PROJECTS
LEMPG 2007**

County of Lexington has selected Special Project P-5
(Name) (Project Number)

Full Scale Exercise to qualify for an additional \$10,000 of LEMPG 2007 funds
(Project Title)

County of Lexington understands in order to receive these additional funds,
(Name)

all Scope of Work elements for LEMPG 2007 must be completed and all essential elements outlined in the LEMPG Scope of Work for this Special Project are met. The completed Scope of Work for the above stated Special Project is detailed below in the Final Progress Report. The county must meet the required match of \$10,000 for the Special Project funding. County will be reimbursed for additional funds upon completion of Special Project and reporting requirements.

FINAL PROGRESS REPORT FOR COMPLETED SPECIAL PROJECT :

FINAL PROGRESS FOR COMPLETED SPECIAL PROJECT:

I, Neil W. Ellis _____ certify that the above Special Project was completed as outlined in the
(Print Name)

Final Progress Report. I understand that the county will receive \$10,000 upon completion of the
Special Project.

County Director

Date

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: State Farm Good Neighbor Citizenship Funds

Fund: State Farm GNC Funds Department: 131500 Public Safety - Fire Service
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview: The Fire Service is applying for a grant from State Farm's Good Neighbor Citizenship Funds to update their Fire Prevention Puppet Show. This Puppet Show is used in daycares and elementary schools throughout Lexington County to teach children about Fire Prevention.

There is no match to this grant.

Grant Period: March 1, 2007 to June 30, 2007

Responsible Departmental Grant Personnel: Tyler Dennison, Fire Prevention Officer

Date Grant Information Released: January 9, 2007 Date Grant Application Due: February 16, 2007

Grant Expenditures (Please attach a detailed budget with Excel spreadsheet, Overview, Line Item Narratives, etc.):

Personnel	\$	-
Operating	\$	1,400.00
Capital	\$	1,100.00
Total	\$	2,500.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: _____
% \$ Amount

Requirements at the End of this Grant (please explain in detail):

NONE

Dept. Preparer:	<u>TD</u>	<u>1/24/2007</u>
Dept. Approval:	<u>RR</u>	<u>1/24/2007</u>
Finance Approval:	<u>AD</u>	<u>1/26/2007</u>
	<i>Initials</i>	<i>Date</i>

SECTION I

COUNTY OF LEXINGTON

New Program Request

Fiscal Year - 2006-2007

Fund # _____ Fund Title: State Farm Good Neighbor Citizenship Fund
 Organization # 131500 Organization Title: Public Safety / Fire Service
 Program # _____ Program Title: State Farm GNC Fund

Object Expenditure Code Classification	Total 2006 - 2007 Requested
Personnel	
510100 Salaries # _____	_____
510300 Part Time # _____	_____
511112 FICA Cost	_____
511113 State Retirement	_____
511114 Police Retirement	_____
511120 Insurance Fund Contribution # _____	_____
511130 Workers Compensation	_____
511131 S.C. Unemployment	_____
* Total Personnel	0
Operating Expenses	
520100 Contracted maintenance	_____
520200 Contracted Services	_____
520300 Professional Services	_____
520400 Advertising	_____
521000 Office Supplies	_____
521100 Duplicating	_____
521200 Operating Supplies	1,400
522100 Equipment Repairs & Maintenance	_____
522200 Small Equipment Repairs & Maint.	_____
522300 Vehicle Repairs & Maintenance	_____
523000 Land Rental	_____
524000 Building Insurance	_____
524100 Vehicle Insurance # _____	_____
524101 Comprehensive Insurance # _____	_____
524201 General Tort Liability Insurance	_____
524202 Surety Bonds	_____
525000 Telephone	_____
525100 Postage	_____
525210 Conference & Meeting Expenses	_____
525230 Subscriptions, Dues, & Books	_____
525 _____ Utilities - _____	_____
525400 Gas, Fuel, & Oil	_____
525600 Uniforms & Clothing	_____
526500 Licenses & Permits	_____
* Total Operating	1,400
** Total Personnel & Operating	1,400
** Total Capital (From Section II)	1,100
*** Total Budget Appropriation	2,500

SECTION V.B – OPERATING LINE NARRATIVES

521200 - OPERATING SUPPLIES

\$1,400

Foam props are a necessity of the fire safety puppet show and are used after the show is over to reiterate our message. A new puppet show made from aluminum needs a graphics wrap with electronic lights for more realistic effects to the front. Larger groups require a dependable wireless microphone that we don't currently have.

200.00 – Interactive Props
800.00 – Graphics
400.00 – Cordless Microphone
1,400.00

SECTION V.C.-CAPITAL LINE ITEM NARRATIVE

ALUMINUM STAGE

\$1,100

The puppet show stage that is currently being used is made out of wood and is over 15 years old and as extensively as it is being used, it is defiantly starting to show. We are requesting a durable aluminum stage to replace the dilapidated wooden stage.



State Farm Good Neighbor Citizenship® (GNC)

Application for requesting GNC funds

One proposal per organization per year will be considered if it meets the guidelines outlined. This application will need to be sent electronically to the State Farm Corporate Communications and External Relations contact listed at the end of this application. All requested information in the application must be included for us to consider your grant request. Telephone solicitations cannot be considered.

All sections of this form must be completed for consideration

1. In addition to completing this electronic application, we also need paper copies of the following:

- The Tax ID Number (TIN) or Employer Identification Number (EIN)
- A request from the organization (The request can be on the organization's letterhead or in an email if the organization's name is included in the email address, for example, janesmith@usa.redcross.org.)
- The IRS and Guidestar printouts verifying current status of organization's 501c3 ruling (<http://www.guidestar.org>) (<http://www.irs.gov/charities/article/0,,id=96136,00.html>)

(We cannot begin the process of evaluating your request until we receive this documentation.)

To:

State Farm Insurance Companies
Attn: Bruce White, Public Affairs Specialist
One State Farm Plaza, B-4
Bloomington, IL 61710
(309) 760-6103

2. Organization contact information:

- **Organization name:** Lexington County Fire Service
- **Contact name:** Tyler Dennison
- **Address:** 212 S.Lake Dr.
- **City:** Lexington
- **County:** Lexington
- **State:** South Carolina
- **ZIP code:** 29072
- **Phone number:** (803) 785 -8331
- **E-mail address:** tdennison@lex-co.com
- **Web site address:** Lex-co.com

3. Background information about the organization, including history and purpose (This does not apply if the request is for a school or governmental entity.):

4. What is the purpose and objective(s) of the program/project State Farm is being asked to support? And which part(s) are you requesting funding for?

- The Lexington County Fire Service provides fire education classes for 17 elementary schools

and even more daycares and preschools. This curriculum depends heavily on the fire services interactive puppet show and safety talk. The puppet show stage currently being used is made of wood and is over 15 years old as extensively as it is used its age is defiantly starting to show. We are requesting funding to replace the wooden puppet show with a durable aluminum stage featuring new graphics, props and a cordless microphone for our sound system.

5. Which of State Farm's community focus areas does this program/project fall within? (check all that apply)

- Education (Please underline appropriate category: Teacher Excellence, Service-Learning, Systemic Improvement)
- Safe Neighbors
- Strong Neighborhoods
- None

6. What is the total or overall funding required for this program/project? Also, please itemize this amount, showing a breakdown of total expenses for this program/project.

- (Total dollar amount of program/project)
- **Itemized budget for all total expenses:**

1100.00 For aluminum stage
800.00 For Graphics
200.00 for interactive props
400.00 for cordless microphone
2500.00 Total for Project

7. What amount of funding are you requesting from State Farm? Also, please itemize each expense, showing a breakdown of only what State Farm's donation will pay for (e.g., supplies -- \$100; printing -- \$50)

- (Dollar amount being requested from State Farm) 2500.00
- **Itemized budget:**

1100.00 For aluminum stage
800.00 For Graphics
200.00 for interactive props
400.00 for cordless microphone
2500.00 Total for Project

8. What time period does the grant request cover?

1 Month

9. How many program participants will directly benefit from State Farm's support? How many participants overall will benefit from this program/project?

We currently do our puppet show for approximatley 5000 kids every year. With a newly hired full time Fire Prevention officer we plan to increase our program to more communities within Lexington County.

10. What are the expected funding sources, including funds committed, pledged, and pending? State Farm prefers to fund programs with a diverse funding base.

Name	Amount	Commitment level
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	

11. What are the measurable results of this program/project? Please include information about the outcome expected of the participants (e.g., attitude or behavior changes). Include your plans to measure this information.

- Lexington County has seen a decrease in fire fatalities in the younger age group within our county. It is our goal to continue this through our prevention programs and this puppet show plays an important role in providing this well developed program. We will continue to monitor this trend through our fire reporting system.

12. Has State Farm been involved, in any way, with this organization? If so, please explain the relationship.

•

13. What types of opportunities are available for State Farm agents and employees to be involved as volunteers with your organization (volunteer event, board position, etc.)? Please describe.

- The Lexington County Fire Service is always actively seeking Volunteer Fire Fighters for our communities.

14. Will State Farm receive recognition from this contribution if one is made? If yes, please describe. (Recognition is not a decisive factor for receiving funds. However, we need to know how you plan to use the applicable State Farm logo and name, making sure it's compliant with our trademark guidelines.)

- Yes
 - Description:
- No

15. Please list any community/political leaders involved with the organization.

- The County of Lexington

16. Does this program reach low-income or academically at-risk students? If so, please describe below.

- Yes
 - Description: There are all types of people in our schools and communities in Lexington County we will deliver this program to many K-2nd grade classes in Lexington County
- No

17. Does this program qualify under the Community Reinvestment Act?

- Yes
- No

18. Send this application electronically to:

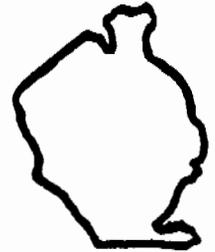
- first.last.alias@statefarm.com •

If you have questions about the GNC process, please e-mail **SPECIALIST** at the above e-mail address.

Form: SFGWZ011404



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER MANAGEMENT



MEMORANDUM

DATE: January 27, 2007
TO: John Fechtel, Director of Public Works
FROM: Synithia Williams, Environmental Coordinator *SW*
RE: Air Quality Penalty Fine

Industries in Lexington County are required to meet air quality standards set by the SC Department of Health and Environmental Control's Bureau of Air Quality (DHECBAQ). If an industry does not meet, or exceeds, the standards set by DHECBAQ the industry can be fined. The fines levied against an industry are split between the SC State General Fund and the County where the fine was levied. Therefore half of any fines issued to industries located in Lexington County, would be distributed to Lexington County by DHEC.

As part of the County's participation in the Ozone Early Action Compact (EAC), there has been a lot of participation in air quality events that educate the public on air quality issues (e.x. gas can exchange, car care checks, stakeholder meetings). Many of the EAC events the County participates in require funding to cover the costs of publications, media releases or promotional items. The monies generated from fines issued to local industries could be used to fund air quality programs and events in Lexington County.

There is no guarantee that an industry in Lexington County will be fined every year. No set dollar amount of money that can be expected from air quality penalties from year to year. Listed below are the fines and the money generated for the County over the past five years.

YEAR	TOTAL FINE	COUNTY PORTION (50%)
2002	\$178,000	\$89,000
2003	\$0.00	\$0.00
2004	\$46,500	\$23,250
2005	\$14,600	\$7,300
2006	\$23,000	\$11,500
TOTAL	\$262,100	\$131,050

Currently air quality fine money distributed to the County is added to the General Fund in revenue code 447000 Pollution Control Fines. This money is currently used to balance the general fund allocations. If the entire amount of air quality penalty money cannot be used for air quality programs, up to \$5000 of the fine revenue would serve to fund future air quality educational programs and events.

We would like to present this information to County Council for their consideration in the FY 07/08 budget deliberations.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

MEMORANDUM

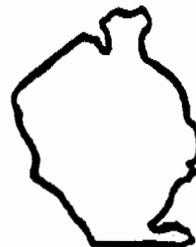
DATE: January 22, 2007
TO: John Fechtel, Director of Public Works
FROM: Synithia Williams, Environmental Coordinator *SPW*
RE: Carolina Clear

On January 8, 2007 comments were received from the seven municipalities in Lexington County regulated under the Phase II National Pollutant Discharge Elimination System (NPDES) requirements concerning their willingness to participate in the Carolina Clear program. The seven municipalities include West Columbia, Cayce, Irmo, The Town of Lexington, Springdale, South Congaree and Pine Ridge. Each of the municipalities expressed an interest in participating in the Carolina Clear partnership, but have not budgeted their portion of the costs in the 2006/2007 Fiscal Year (FY). The municipalities have requested that their portion be pro-rated for the remainder of the 06/07 FY and billed with the entire 2007/2008 FY. There is money in the Public Works budget to cover the initial costs for all municipalities involved.

There is no exact date given for the issuance of the County's NPDES permit. However, it is considered beneficial to start this process as soon as possible. The expectation is to start the program on or before July 1, 2007. With County Council approval the Stormwater Division will begin the Carolina Clear program.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: January 29, 2007

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator 

RE: Road Maintenance Fee

At the direction of Council, Public Works is working on a proposed \$25.00 vehicle fee road maintenance ordinance.

For Tax Year 2005 (Exhibit 1), there were a total of 208,077 vehicles on the tax rolls as of June 30, 2006. In addition, there were a total of 13,249 vehicles for Calendar Year 2006 (Exhibit 2) that were tax-exempt. These include state, county, municipal, regional governments, and others.

We are preparing several examples of budgets for the expenditure of these funds and how it will relate to our "C" Fund Budget, however, we need some guidance from County Council on how to proceed with the tentative budget.

At the next meeting we plan to have additional information as to "C" Funds. An explanation of the priority ranking system, road ranking by Council district, etc., will be distributed and discussed.

/lh

EXHIBIT 1

Lexington County - Tax Year 2005
 Number of Paid Vehicle Assessments
 Period ending June 30, 2006

#	<u>City / Towns</u>	<u>Total Number</u>	<u>% of Total</u>
1	Batesburg	4,029	1.94%
2	Cayce	10,171	4.89%
3	Chapin	1,018	0.49%
4	Columbia	294	0.14%
5	Gilbert	370	0.18%
6	Irmo	3,149	1.51%
7	Lexington	9,844	4.73%
8	Pelion	481	0.23%
9	Springdale	3,738	1.80%
10	Summit	232	0.11%
11	Swansea	403	0.19%
12	West Columbia	<u>11,097</u>	<u>5.33%</u>
	Total City & Towns	44,826	21.54%
	Outside City/Town	<u>163,251</u>	<u>78.46%</u>
	Total Lexington County	208,077	100.00%

Note: Vehicle information provided by Auditors Office.

County of Lexington

No tax bills created for these plate types		
<u>Calendar Year 2006</u>		
<u>Plate Code</u>	<u>Plate Name</u>	<u># of Exempt</u>
AP	Apportioned Trucks	1,180
BC	Bus-Common Carrier	9
CG	County Government	976
CU	College and University	1
ES	Endangered Species	1
KT	Camper Trailer	3
MG	Municipal Government	623
MR	Manufacturer Repo-Auto	11
PR	Personalized Auto	1
PT	Permanent Trailer	8,271
PW	Prisoner of War	55
RG	Regional Government	342
RP	Regular Plate	51
SG	State Government	38
SM	Special Mobile Government	3
TA	Truck and Truck Tractor	75
TH	Truck & Truck Tractor 6 Month	43
TL	Trailer	13
TP	Permanent Trailer	144
TR	Truck and Truck Tractor	72
WZ	Wheelchair Motorcycle	2
XP	Dealer-Truck	9
XX	Dealer-Automobile	1,281
XZ	Dealer-Motorcycle	44
ZZ	Motorcycle	1
Grand Total		13,249

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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APPOINTMENTS - BOARDS & COMMISSIONS

February 13, 2007

JIM KINARD

Health Services District - Elizabeth Shockley - Term expires 03/10/07 - Eligible for reappointment

BILLY DERRICK

Health Services District - John R. Caughman - Term expires 03/10/07 - Not eligible for reappointment

SMOKEY DAVIS

Children's Shelter - David S. Hipp - Term expired 06/30/06 - Not eligible for reappointment

DEBBIE SUMMERS

Health Services District - Wayne D. Corley - Term expires 03/10/07 - Eligible for reappointment

JOHNNY JEFFCOAT

Museum Commission - Sandra Burdett - Term expired 11/01/05 - Not eligible for reappointment

JOHN CARRIGG

Assessment Appeals Board - Vacant - Term expired 09/21/06

Children's Shelter - Vacant - Term expired 06/30/01

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

Board of Zoning Appeals - Malcolm Dennis (Resignation effective 01/01/07) -
Term expires 12/31/09

BILL BANNING

Health Services District - Jennifer T. Cunningham - Term expires 03/10/07 - Eligible for reappointment

Health Services District - Billy R. Oswald - Term expires 03/10/07 - Eligible for reappointment

TODD CULLUM

Children's Shelter - Vacant - Term expired 06/30/03

Board of Zoning Appeals - Marvin Stanley Smith - Term expired 12/31/05 - Eligible for reappointment

Health Services District - Elizabeth W. Foster - Term expires 03/10/07 - Not eligible for reappointment

AIKEN/BARNWELL/LEXINGTON COUNTIES COMMUNITY ACTION COMMISSION, INC.

Juanice Aaron - Term expired 12/31/05 - Eligible for reappointment

BUILDING CODE BOARD OF APPEALS

Plumbing - Perry Kimball - Term expired 08/13/03 - Not eligible for reappointment

MIDLANDS AUTHORITY FOR CONVENTION, SPORTS & TOURISM

Bill Banning - Term expires 06-30-08

REV. JERALD E. SANDERS
P. O. BOX 515 SWANSEA S.C. 29160
(803) 568-7328

November 29, 2006

BORN : Dayton Ohio, (Parents: John and Louise Sanders)

Reside: 240 Swansea Road , Swansea SC (25 years)

Married: Verdia M. Sanders

Children: (3) Robert, Sonya, and Jerry

Grandchildren : (6)

REV. JERALD E. SANDERS
P.O BOX 515
Swansea S.C. 29160
(803) 568-7328

QUALIFICATIONS:

6/96 - present	Columbia Metropolitan Airport Columbia S.C. Manager / Building Maintenance Manage (22) Employees Maintain the terminal areas and all outer buildings
School District One 5/91 - 6/96	Teacher Secondary Education Responsibilities included classroom teaching , lesson plan development and behavior management
10/87 - 12/89	Alston Wilkes Youth Home Columbia , N.E. Supervisor (4) Case Managers and (6) Residents Manage Food Inventory , Schedule Recreational Activities , Supervise Group Sessions on Living Skills, Academic Enrichment and Group Counseling, Manage Case Loads/Behavior Management
10/87 - 12/89	Salvation Army - Columbia, S.C. Social Worker Family Crisis Shelter Management , Counselor - Marriage & Family, Substance Abuse, Manage Monthly Statistic of Clients, Manage Soup Kitchen
2/84 - 10/87	Mentor Inc. Columbia S.C. Mentor Parent : Certified Foster Care Parent Dept. of Social Services Implementation of Strategies to help Depressed and Suicidal Adolescents through Therapeutic Intervention Counsel all Group Sessions and Monitor Adolescent Behavior , Assisted Adolescent Academic Enrichment
Education	Allen University Columbia SC B.A. Degree South University Columbia SC M.A.P.C.
Ministry 7/78 -2/80	Deacon-United Missionary Baptist Church Dayton Ohio, Rev. Charles Fair - Pastor
Ordained	

2/80 – 6/83.

Associate Minister – United Missionary Baptist
Church , Dayton Ohio

9/84 – 9/2005

Ordained Pastor – A.M.E.Church of South Carolina
Paradise AMEC , Union SC
Antioch AMEC , Union SC
Thomas Chapel AMEC, Santuck, SC
Mount Pisgah AME West Columbia,SC

Retired: 9/2005

From the AME Church

EDUCATION:

1965 – 1968

Dunbar High School – Dayton Ohio Graduated

1986 - 1990

Allen University , Columbia SC / Graduated 1990
B.A Degree Sociology – Social Work

1992 – 1994

Columbia Bible College & Seminary M. Div.

1994 - 1997

Overcoming Bible College & Seminary
Doctoral Degree Jacksonville FL. Graduated 1997

RELATED ACTIVITIES :

Member of St. Marks Lodge #165 Ancient and Accepted
Scottish Rite Free Mason and a 32nd degree Mason
Dayton Ohio

Member Westmount Optimist Club Dayton Ohio

Lexington County Hospital Advisory Board

Past Chairman Title One Program Richland One
School District Columbia SC

United Black Fund, Lexington County

Past member Lexington County Mental Health Board

Founder and CEO Kingdom Come Ministries Inc.
Columbia SC

Lions Club Swansea, SC

Lexington Leadership

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: January 29, 2007

TO: Katherine Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB 
Procurement Officer

**SUBJECT: One (1) Slide-In Animal Box
Animal Services**

Competitive telephone quotations were solicited for the purchase of One (1) Slide-In Animal Box for Animal Services. We received three (3) bids (see attached bid tabulation). The bids were evaluated by Joe Mergo, Director of Solid Waste Management and Janice Bell, Procurement Officer.

These are slide-in units for officers' trucks that are used to safely transport dogs and cats that the officer has picked up. The current animal box is leftover from the Humane Society and has been repaired numerous times. The current box is nine (9) years old. This box is a vital piece of equipment for the officer to perform his/her duties and comes with an airflow feature which will aid in humane treatment while the animals are on the truck during the hot temperature days. We recommend award to Jones Slide-In Units as the low bidder meeting specifications. The total amount of this purchase is \$7,080.47 including applicable sales tax.

Funds are appropriated in the following account:

1000-131200-5A7076 (1) Animal Box \$7,080.47

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 13, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Joe Mergo, Director of Solid Waste Management
Chris Folsom, Animal Services Coordinator

County of Lexington

Bid Tabulation

ONE (1) SLIDE-IN ANIMAL BOX

Quantity	Description	Jackson Creek Mfg.		Deerskin Mfg.		Jones Trailer Co.	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Slide In Unit	\$6,899.00	\$6,899.00	\$4,500.00	\$4,500.00	\$3,900.00	\$3,900.00
1	Roof Rack	\$250.00	\$250.00	\$350.00	\$350.00	\$356.00	\$356.00
1	Stainless Steel Skin	\$0.00	\$0.00	Do not furnish	\$0.00	\$515.00	\$515.00
1	12 Volt Exhaust Fan	\$500.00	\$500.00	\$280.00	\$280.00	\$245.00	\$245.00
4	Safety Bar Doors	\$140.00	\$560.00	\$150.00	\$600.00	\$156.00	\$624.00
6	Interior Lights	\$57.50	\$345.00	\$75.00	\$75.00	\$26.00	\$156.00
1	Freight	\$275.00	\$275.00	\$1,000.00	\$1,000.00	\$883.69	\$883.69
	Sub-Total		\$8,829.00		\$6,805.00		\$6,679.69
	Tax		\$529.74		\$408.30		\$400.78
	Grand Total		\$9,358.74		\$7,213.30		\$7,080.47

Bids Received: January 30, 2007

Janice A. Bell, CPPB
 Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: February 5, 2007

TO: Katherine Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB 
Procurement Officer

**SUBJECT: Four (4) Replacement Furnaces
Fleet Services**

Competitive telephone quotations were solicited for the purchase of four (4) Replacement Furnaces for Fleet Services. We received three (3) bids (see attached bid tabulation). The bids were evaluated by Randy Quattlebaum, Manager, Building Services Division and Janice Bell, Procurement Officer.

This funding will be used to begin the replacement of the propane/hot air furnaces in the shop area of Fleet Services. The existing units are costly to operate and are requiring constant repairs. The replacement units will be of infrared types, which are more efficient. We recommend award to Palmetto Propane as the low bidder meeting specifications. The total amount of this purchase is \$8,549.21 including applicable sales tax.

Funds are appropriated in the following account:

1000-111400-5A7045 (4) Furnaces - Replacement \$8,549.21

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 13, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Randy Quattlebaum, Manager, Building Services Division
Ellis Gammons, Fleet Services Manager

County of Lexington

Bid Tabulation

FOUR (4) FURNACE REPLACEMENTS

Quantity	Description	Palmetto Propane		Walker White		Broom Heating & Air	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
4	Tube Heaters	\$1,282.95	\$5,131.80				
16	Chain Kits for Heaters	\$16.95	\$271.20				
1	Venting Materials	\$535.20	\$535.20				
1	Gas Piping	\$712.00	\$712.00				
20	Hours, Labor	\$75.00	\$1,500.00				
	Sub-total		\$8,150.20				
	Tax		\$399.01				
	Total		\$8,549.21	Lump Sum	\$20,390.00	Lump Sum	\$9,800.00

Bids Received: February 5, 2007

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 30, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Four (4) 2008 Taylor Made Type I F-350 Ambulances - Public Safety/EMS

We have received a purchase request for the purchase of four (4) 2008 Taylor Made Type I F-350 Ambulances for Public Safety EMS.

Emergency Medical Services is requesting the replacement of four units. In order to maintain a fleet of 15 operating units, a fleet of 20 is required. The "spare" fleet allows for scheduled maintenance, emergency repairs, bodywork and factory recalls to be performed without taking front line units out of service. Each chassis has a projected life span of five years (5 years/200,000 miles). Our capital fleet replacement plan calls for the purchase of four units per year. This funding will replace four units that have exceeded capital recovery costs and have been recommended for replacement by Ellis Gammons the Fleet Services Manager.

The ambulances will be purchased from Taylor Made Ambulances in accordance with County contract number C06018-03/16/06H.

The total cost of this equipment including applicable sales tax is \$319,940.00.

Funds are appropriated in the following account:

#1000-131400-5A7092 (4) EMS Units Replacements	\$319,940.00
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I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 13, 2007.

copy: Larry Porth, Director of Finance / Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Chief Brian Hood, Public Safety / EMS Coordinator
Ellis Gammons, Fleet Services Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385
(F) 785-2240

DATE: January 30, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB 
Procurement Officer

SUBJECT: (2) 750 GPM Tankers and (1) 1500 GPM Pumper
Public Safety / Fire Service
B07012-12/11/06B

Competitive bids were solicited and advertised for two (2) 750 GPM Tankers and one (1) 1500 GPM Pumper for the Department of Public Safety/Fire Service. The bid document was set up to provide pricing for pumper equipment as an option. A replacement schedule has been established to replace aging tankers as well as increase their water carrying capacity. The new tanker will carry 1500 gallons of water instead of 1000 gallons, which in some cases reduces the number of tankers that are needed to obtain necessary water supply. The current pumper in service was purchased in 1975 and has pumping capacities of 750 GPM to 1000 GPM. These pumpers have an anticipated life expectancy of approximately 12-15 years. Based on these facts, a replacement schedule has been developed to replace these older pumpers and increase the pumping capacity to 1500 GPM. We received four (4) bids of which one (1) was a no bid (see attached bid tabulation).

Bids were evaluated by Russell Rawl, Fire Service Coordinator; Ellis Gammons, Fleet Manager; and Janice A. Bell, Procurement Officer. It is our recommendation to award the pumper and equipment to Crimson Fire for a total cost of \$314,005.00, which includes the base price, option #1 and option 2, and to award the tankers to KME Fire Apparatus for a total cost of \$488,412.00, which includes the base price and two (2) of option #1. The total cost of this purchase will be \$802,417.00 including sales tax and optional equipment.

Funds are appropriated in the following accounts:

1000-131500-5A7103	(1) Pumper Replacement	\$314,005.00
1000-131500-5A7104	(2) Tanker Replacements	\$488,412.00

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 February 13, 2007.

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Russell Rawl, Fire Service Coordinator
Ellis Gammons, Fleet Manager

County of Lexington
Bid Tabulation

B07012-12/11/06B

PUMPER, TANKERS AND WILDLAND FIREFIGHTING VEHICLE

Quantity	Description	Crimson Fire		KME Fire Apparatus		Red Diamond Fire Trucks		Seagrave Fire Apparatus	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pumper	\$297,607.00	\$297,607.00	\$297,274.00	\$297,274.00	No Bid		\$301,394.00	\$301,394.00
	Tax	\$300.00	\$300.00	\$300.00	\$300.00			\$300.00	\$300.00
	Total	\$297,907.00	\$297,907.00	\$297,574.00	\$297,574.00			\$301,694.00	\$301,694.00
2	Tanker	\$250,865.00	\$501,730.00	\$243,298.00	\$486,596.00	No Bid		\$204,880.00	\$409,760.00
2	Tax	\$300.00	\$600.00	\$300.00	\$600.00			\$300.00	\$600.00
	Total	\$502,330.00	\$502,330.00	\$487,196.00	\$487,196.00			\$410,360.00	\$410,360.00
	Option #1								
1	LED light bar		\$950.00		\$606.00	No Bid			No Charge
	Option #2								
12	100' 5" Nitrile Rubber	\$500.00	\$6,000.00	\$578.20	\$6,938.40	No Bid		\$597.30	\$7,167.60
1	50' 5" Nitrile Rubber	\$350.00	\$350.00	356.72	\$356.72	No Bid		\$383.00	\$383.00
1	25' 5" Nitrile Rubber	\$253.00	\$253.00	\$245.00	\$245.00	No Bid		\$264.00	\$264.00
2	5" Storz Elbow	\$103.00	\$206.00	\$127.40	\$254.80	No Bid		\$116.00	\$232.00
1	5-Way Manifold	\$1,028.00	\$1,028.00	\$1,307.32	\$1,307.32	No Bid		\$1,166.00	\$1,166.00
1	5" Storz Elbow	\$672.00	\$672.00	\$777.14	\$777.14	No Bid		\$840.00	\$840.00
1	4 Storz Span Wrench	\$60.00	\$60.00	\$64.68	\$64.68	No Bid		\$58.00	\$58.00
1	5" Storz 6" NST Male	\$105.00	\$105.00	\$130.34	\$130.34	No Bid		\$119.00	\$119.00
1	Ziamatic strainer	\$640.00	\$640.00	\$641.90	\$641.90	No Bid		\$649.00	\$649.00
1	Flat Head Axe	\$62.00	\$62.00	\$39.20	\$39.20	No Bid		\$40.00	\$40.00
1	Pick Head Axe	\$68.00	\$68.00	\$45.08	\$45.08	No Bid		\$42.00	\$42.00
2	Axe Blade Holder	\$22.00	\$44.00	\$32.50	\$65.00	No Bid		\$22.00	\$44.00
2	Axe Handle Bracket	\$22.00	\$44.00	\$35.50	\$71.00	No Bid		\$24.00	\$48.00
1	Pick Head Axe Guard	\$11.00	\$11.00	\$33.50	\$33.50	No Bid		\$5.00	\$5.00
1	6' Fiberglass Pole	\$62.00	\$62.00	\$50.96	\$50.96	No Bid		\$47.00	\$47.00
1	10' Fiberglass Pole	\$76.00	\$76.00	\$67.62	\$67.62	No Bid		\$57.00	\$57.00
2	Wheel Chock	\$181.00	\$362.00	\$189.14	\$378.28	No Bid		Standard	
2	Mounting Brackets	\$66.00	\$132.00	\$171.25	\$342.50	No Bid		Standard	
1	Deluge Gun w/qual inte	\$2,515.00	\$2,515.00	\$3,002.75	\$3,002.75	No Bid		incl in next item	
1	Fog Nozzle	\$810.00	\$810.00	\$822.22	\$822.22	No Bid		\$2,824.00	\$2,824.00
1	Hydrant Holder	\$139.00	\$139.00	\$140.00	\$140.00	No Bid		\$834.00	\$834.00
	Installation		\$10.00		\$34.75	No Bid		\$136.00	\$136.00
2	Chainsaw Bracket	\$212.00	\$424.00	\$107.00	\$214.00	No Bid		\$105.00	\$210.00
	Installation		\$10.00		\$69.50	No Bid			\$10.00
3	Post Mount, 1 1/2 1 3/4	\$21.00	\$63.00	\$20.00	\$60.00	No Bid		\$20.00	\$60.00
	Installation		\$10.00		\$52.13	No Bid			\$15.00

2	Post Mount, 2 1/2 Installation	\$23.00	\$46.00	\$22.00	\$44.00	No Bid	\$22.00	\$44.00
1	Bolt Cutter Bracket Installation	\$71.00	\$71.00	\$71.00	\$34.75	No Bid	\$69.00	\$15.00
1	Hook Bracket Installation	\$18.00	\$18.00	\$16.00	\$34.75	No Bid	\$16.00	\$10.00
1	Rescue Axe Bracket Installation	\$18.00	\$18.00	\$17.00	\$17.37	No Bid	\$17.00	\$10.00
1	Marriage Set Bracket Installation	\$110.00	\$110.00	\$109.00	\$17.38	No Bid	\$106.00	\$10.00
1	Sledge Hammer Bracket Installation	\$63.00	\$63.00	\$63.00	\$69.50	No Bid	\$61.00	\$15.00
1	Hose Clamp Bracket Installation	\$32.00	\$32.00	\$47.00	\$34.75	No Bid	\$36.00	\$10.00
2	Storz Bracket Installation	\$18.00	\$36.00	\$38.00	\$20.85	No Bid	\$84.00	\$168.00
7	Tri-Lock Bracket Installation	\$31.00	\$217.00	\$33.00	\$41.70	No Bid	\$35.00	\$245.00
1	Crow Bar Holder Installation	\$77.00	\$77.00	\$35.00	\$145.95	No Bid	\$33.00	\$60.00
1	Spanner Set Installation	\$60.00	\$60.00	\$66.00	\$33.36	No Bid	\$58.00	\$10.00
2	Wrench Set Installation	\$62.00	\$124.00	\$78.00	\$20.85	No Bid	\$71.00	\$142.00
	Total		\$15,148.00		\$17,676.50			\$16,460.60

Seagrave Fire Apparatus withdrew bid as an error was made by transposing figures.
Red Diamond Fire Trucks - No bid - do not furnish pumper or tanker.

Bid opened: December 11, 2006 @ 3:00 PM

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: January 31, 2007

TO: Katherine Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager *Sheila R Fulmer*

FROM: Janice A. Bell, CPPB
Procurement Officer *Bell*

SUBJECT: **2006 - 2007 RESURFACING PROGRAM - PUBLIC WORKS**
BID NO. B07020-01/30/07B

Invitations for Bids were advertised and solicited from qualified contractors for the 2006 - 2007 Resurfacing Program for forty-seven (47) asphalt surfaced roads and four (4) concrete roads. The project includes the resurfacing of approximately 65,337 L.F. / 12.37 miles of roadway. There is an estimated 12,061 tons of HLAC Type 4, 200 tons HLAC Binder course, 100 tons of CR-14 Asphalt, 500 L.F. of 4" french drain pipe, and 100 C.Y. of Unclassified Excavation. We received four (4) bids (see attached bid tabulation).

Bids were evaluated by Jim Starling, Engineering Associate III; Michael Spires, Engineering Associate; John Fechtel, Director of Public Works; and Janice A. Bell, Procurement Officer. It is our recommendation to award this contract to CR Jackson, Inc. as being the low bidder. The total bid for this project, based on estimated quantities, is \$1,017,122.26 which includes sales tax. Ben Whetstone, President of CR Jackson, Inc., is aware that the award will be for \$800,000.00 which is the amount budgeted.

Funds are appropriated in account:

2700-121300-530001	SCHD "C" Funds	Road Resurfacing	\$800,000.00
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It is the intent of the Public Works Department to resurface as many roads as funds will permit.

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 February 13, 2007.

Attachments

copy: Larry Porth, Director of Finance / Assistant County Administrator
John Fechtel, Director of Public Works / Assistant County Administrator
Jim Starling, Public Works
Michael Spires, Public Works

County of Lexington

Bid Tabulation

B07020-01/30/07B

2006 -2007 RESURFACING PROGRAM

Quantity	Description	Sloan Construction		REA Contracting, LLC		CR Jackson, Inc.		CBG, Inc.	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
12,061	HLAC Type 4	\$63.00	\$759,843.00	\$69.50	\$838,239.50	\$63.18	\$762,013.98	\$86.60	\$1,044,482.60
200	HLAC Binder	\$66.30	\$13,260.00	\$77.75	\$15,550.00	\$64.00	\$12,800.00	\$83.00	\$16,600.00
5,000	Removal/Disposal existing asphalt	\$5.60	\$28,000.00	\$4.23	\$21,150.00	\$1.85	\$9,250.00	\$5.00	\$25,000.00
11,000	Milling existing asphalt	\$2.85	\$31,350.00	\$5.20	\$57,200.00	\$2.20	\$24,200.00	\$5.00	\$55,000.00
1,000	Removal/Disposal existing concrete	\$24.30	\$24,300.00	\$21.25	\$21,250.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
9,536	Paving Fabric placement	\$2.90	\$27,654.40	\$2.67	\$25,461.12	\$3.98	\$37,953.28	\$4.00	\$38,144.00
1,500	Full depth patching	\$38.50	\$57,750.00	\$35.00	\$52,500.00	\$34.00	\$51,000.00	\$38.00	\$57,000.00
100	Aggregate CR-14	\$30.00	\$3,000.00	\$20.80	\$2,080.00	\$18.00	\$1,800.00	\$25.00	\$2,500.00
7,500	Seal Coat	\$1.00	\$7,500.00	\$1.88	\$14,100.00	\$1.25	\$9,375.00	\$1.50	\$11,250.00
200	Crack Seal	\$2.55	\$510.00	\$3.75	\$750.00	\$1.40	\$280.00	\$3.00	\$600.00
100	Unclassified excavation	\$30.00	\$3,000.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$20.00	\$2,000.00
500	Install 4" french drain	\$13.40	\$6,700.00	\$13.75	\$6,875.00	\$15.00	\$7,500.00	\$30.00	\$15,000.00
100	Install 18" RCP	\$38.00	\$3,800.00	\$20.00	\$2,000.00	\$32.00	\$3,200.00	\$35.00	\$3,500.00
2	Construct catch basin	\$2,250.00	\$4,500.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$3,500.00	\$7,000.00
500	Curb removal/replacement	\$28.00	\$14,000.00	\$26.25	\$13,125.00	\$35.00	\$17,500.00	\$25.00	\$12,500.00
2,500	Sidewalk removal/replacement	\$26.25	\$65,625.00	\$25.00	\$62,500.00	\$25.00	\$62,500.00	\$25.00	\$62,500.00
650	Permanent yellow markers	\$5.40	\$3,510.00	\$6.25	\$4,062.50	\$5.00	\$3,250.00	\$6.00	\$3,900.00
	Total		\$1,054,302.40		\$1,141,343.12		\$1,017,122.26		\$1,366,976.60

Opened: January 30, 2007

Janice A. Bell, CPPB
Procurement Officer

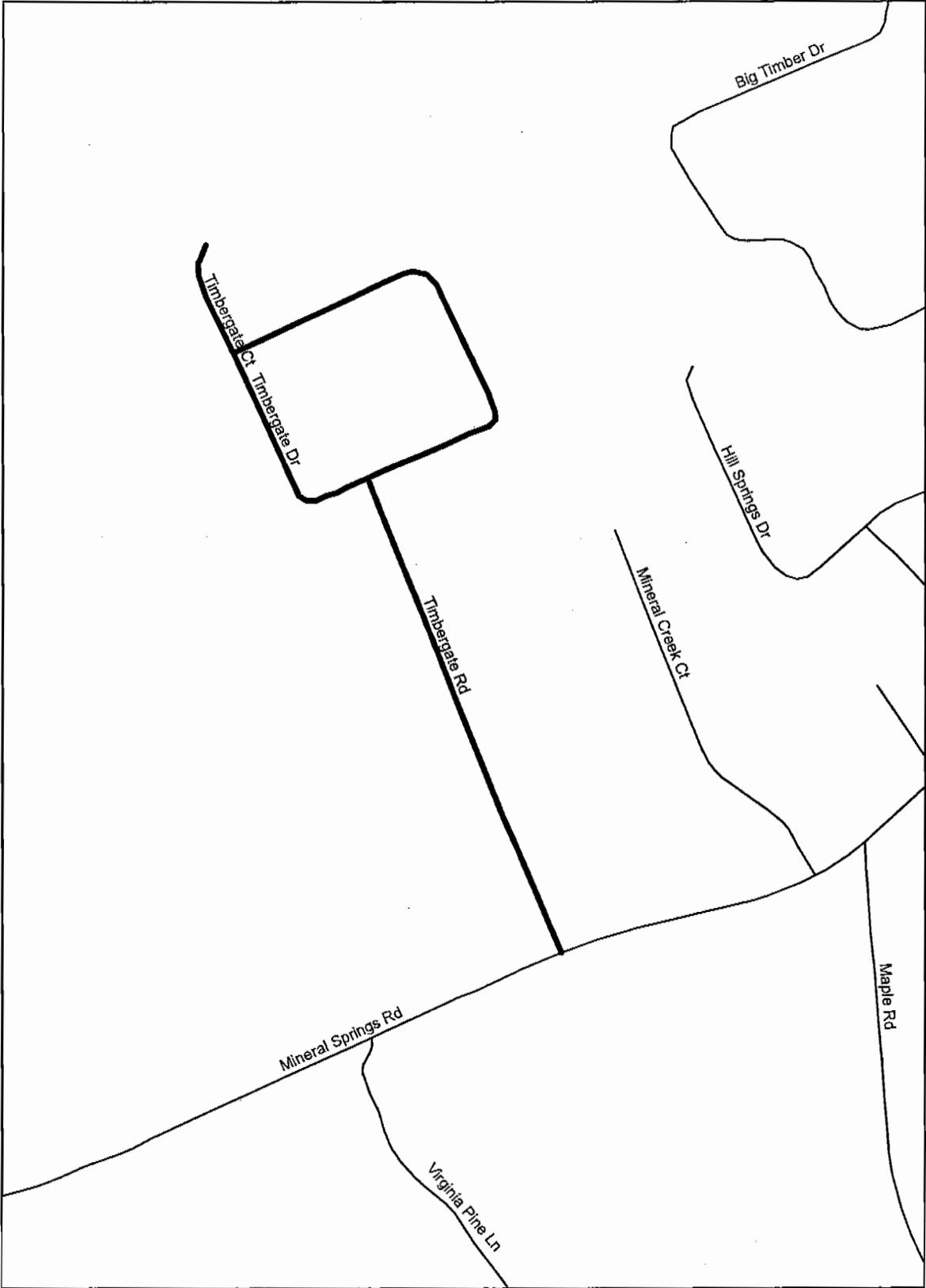
**2006-2007
RESURFACING PROGRAM**

ROAD NAME	MAINT. I.D.	C.D.	H.D.	MAP-GRID	LENGTH	WIDTH	C.D.S. RAD. (FT.)	ESTIMATED SQ.YDS.	FABRIC TONS	SQ.YDS.	NOTES
CARRYOVERS 2005-2006											
MIRANDA RD	L2	9	26	F9-W4	1616	26	0	4668	385	0	
KONICA CT	L2	9	26	F9-W4	536	26	0	1548	128	0	
BLUE CHURCH CT	L4	6	18	C6-X2	1040	24	50	3646	301	0	
TIMBERGATE DR	L1	4	23	D7-X4	2093	24	0	5581	460	0	
TIMBERGATE CT	L1	4	23	D7-X4	325	24	50	1739	143	0	
TIMBERGATE RD	L1	4	23	D7-X4	1932	24	0	5152	425	0	
2006-2007 ADDITIONS											
TOWNES ROAD	L4	7	85	C7-Z3	3145	24	0	8387	692	0	FROM PITTSDOWN TO STATE MAINT
TRAFALGAR DR	L4	7	85	C7-Z4	895	24	0	2387	197	0	
SOUTHALL RD	L2	9	88	F9-W3	1595	24	0	4253	351	0	
CARTERHILL DR	L2	9	88	F9-W3	1963	24	0	5235	432	0	
HADLEY HALL RD	L2	9	88	F9-W3	1220	24	0	3253	268	0	
ROSSCLAN RD	L2	9	88	F9-W3	701	24	0	1869	154	0	
DEVEUAX CT	L2	9	88	F9-W3	220	24	50	1459	120	0	
COOKSMOUNT RD	L2	9	88	F9-W3	1070	24	0	2853	235	0	
MAYLIGH CT	L2	9	88	F9-W3	200	24	50	1406	116	0	
RAVENCROFT RD	L2	9	88	F9-W3	1940	24	0	5173	427	0	
OLD PLANTATION DR	L2	9	88	F9-W3	1722	24	0	4592	379	0	
OLD COLUMN CT	L2	9	88	F9-W3	170	24	50	1326	109	0	
ANNONDALE RD	L4	6	18	C6-Z1	1956	22	0	4781	394	0	
SOMERTON CT	L4	6	18	C6-Z1	243	22	40	1152	95	0	
WILTS CT	L4	6	18	C6-Z1	107	22	40	820	68	0	
WAYWORTH CT	L4	6	18	C6-Z1	251	22	40	1172	97	0	
ACTION CT	L4	6	18	C6-Z1	191	22	40	1025	85	0	
SANDSTONE RD	L4	6	18	C6-Z1	3216	22	0	7861	649	0	
ANNONDALE CT	L4	7	20	C7-Z3	447	22	40	1651	136	0	
WINGFIELD CT	L4	7	20	C7-Z3	168	22	40	944	78	0	
ASCOT CT	L4	7	20	C7-Z3	97	22	50	1109	92	0	
FOREST GROVE CIR	L4	7	20	C7-Z3	997	22	0	2437	201	0	
FOREST GROVE LN	L4	7	20	C7-Z3	2344	22	0	5730	473	0	
TENDRILL CT	L4	7	20	C7-Z3	145	22	40	913	75	0	
FERNTREE CT	L4	7	20	C7-Z3	126	22	40	666	71	0	
AMBLING CIR	L4	7	20	C7-Z3	1285	22	0	3144	259	0	
CHIPPENHAM CIR	L4	7	20	C7-Z3	1189	22	0	2905	240	0	
WINDING WAY	L4	6 & 7	85	CY-W3	3305	26	0	9548	788	0	
CARO LANE	L4	6	85&40	B4-W3	2463	24	55	7623	629	0	
CARO COURT	L4	6	85	B3-Z3	1590	22	0	3887	321	0	
KEMSING ROAD	L4	6	85	C6-Y1	975	22	0	2383	197	0	
FIREBRANCH ST	L4	7	20	C7-X4	1431	24	0	3818	315	3816	CONCRETE
GUSTY CT	L4	7	20	C7-X4	156	25	0	433	36	0	
MYTON RD	L4	7	20	C7-Y3	493	23	0	1260	104	0	
STONE MARKET RD	L4	6	18	C6-Z3	1080	24	0	2880	238	2880	CONCRETE
BARNSLEY RD	L4	6	18	C6-Z3	935	24	0	2493	206	2493	CONCRETE
NORTHWEST COLUMBIA AVE	L4	6	40	A4-Y3	584	27	0	1762	145	0	
OLD ARMS CT	L4	6	18	C6-Z3	685	24	0	1827	151	0	
SHELTON DR	L4	7	20	C7-Y3	1487	23	0	3800	314	0	
LANCE DR	L4	7	20	C7-Y3	495	25	0	1265	104	0	
VALMIRE DR	L4	7	20	C7-Y3	854	23	0	2182	180	0	
BASED ON AVAILABLE FUNDS											
RAMA LANE	L1	3	23	E6-W1	1765	24	0	4707	388	0	
SOUTH WRENWOOD	L1	5	23	E6-Z4	2545	24	0	6787	560	0	
NORTH WRENWOOD	L1	5	23	E6-Z4	2346	24	40	6814	562	0	
ST MARK DR	L1	4	23	E7-Y2	1130	18	0	2260	186	0	
ROBIN WOODS DR	L1	4	23	E6-Z3	2335	25	40	7044	581	0	
PERRYS PLACE	L1	4	23	E6-Z3	197	25	0	547	45	0	
ST DAVID DR	L1	4	23	E7-Y2	1250	23	0	3194	264	0	
KINGS WAY	L1	4	23	E6-Z3	1875	25	40	5767	476	0	
STONE MARKET CT	L4	6	18	C6-Z3	130	24	0	347	29	347	CONCRETE
RAMA CT	L1	3	23	E6-W1	95	24	50	1126	93	0	

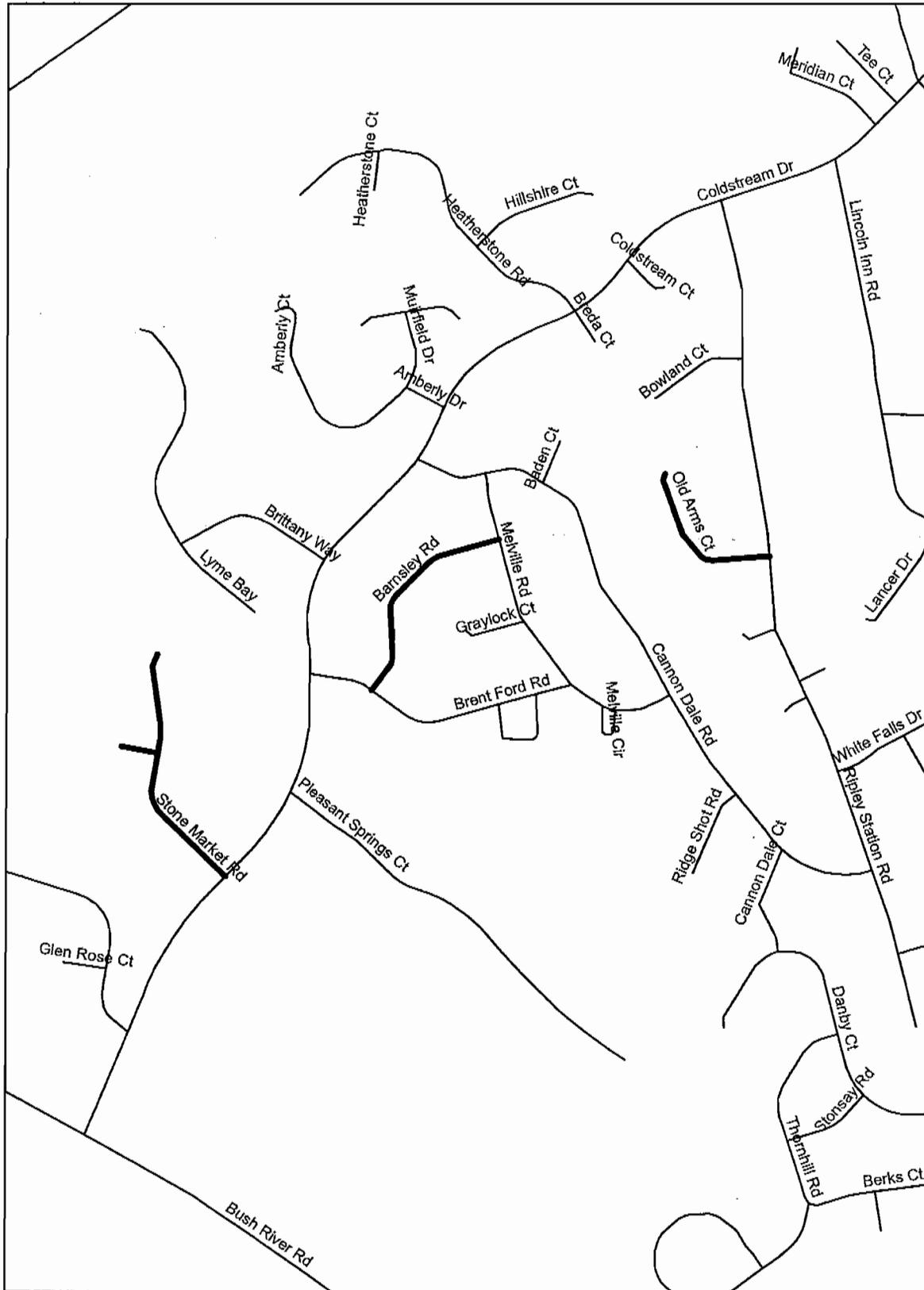
WINDING WAY



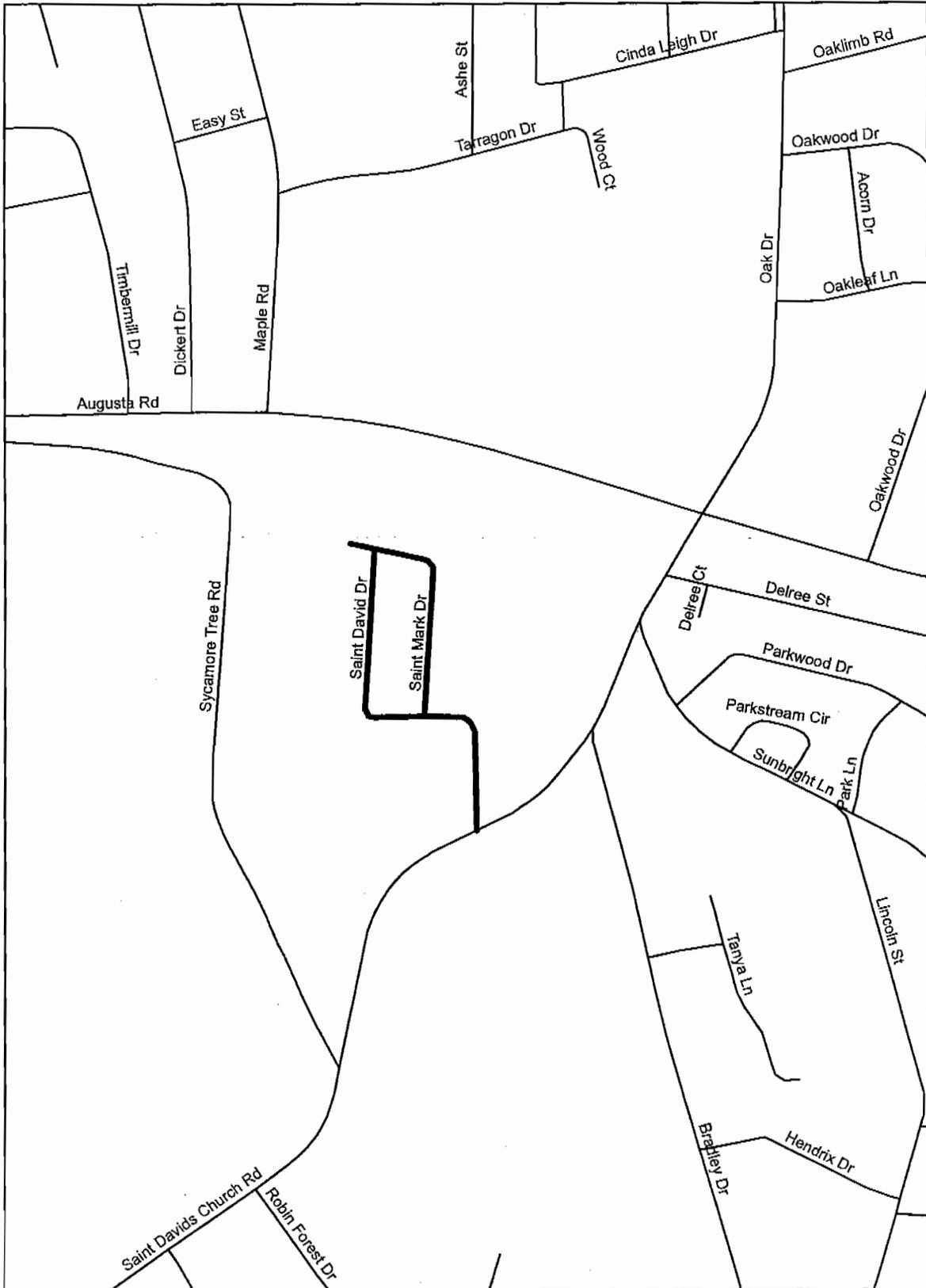
TIMBERGATE ROAD, TIMBERGATE DRIVE, TIMBERGATE COURT



STONE MARKET RD & CT, BARNSELEY RD, OLD ARMS CT



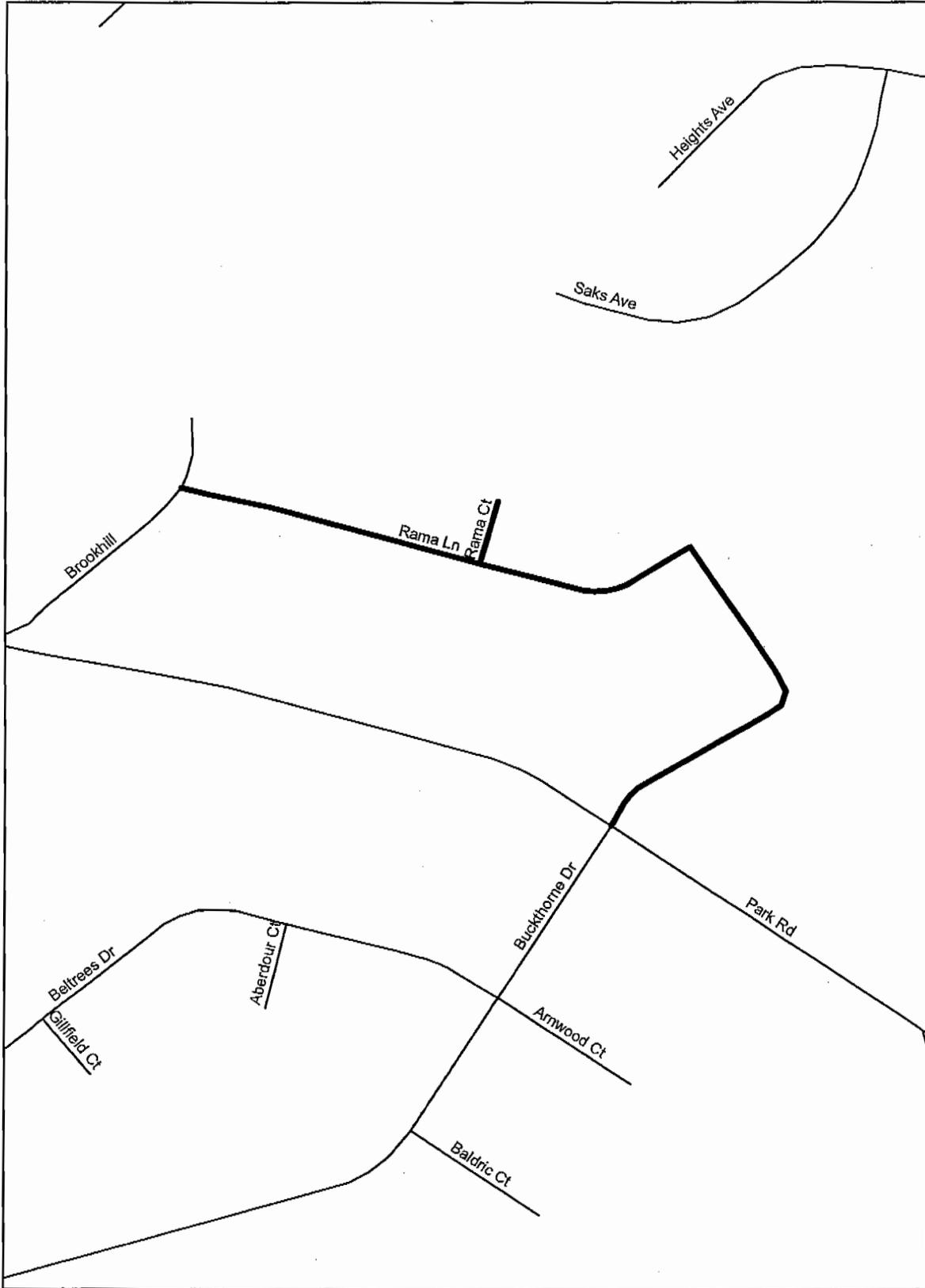
SAINT DAVID DR & SAINT MARK DR



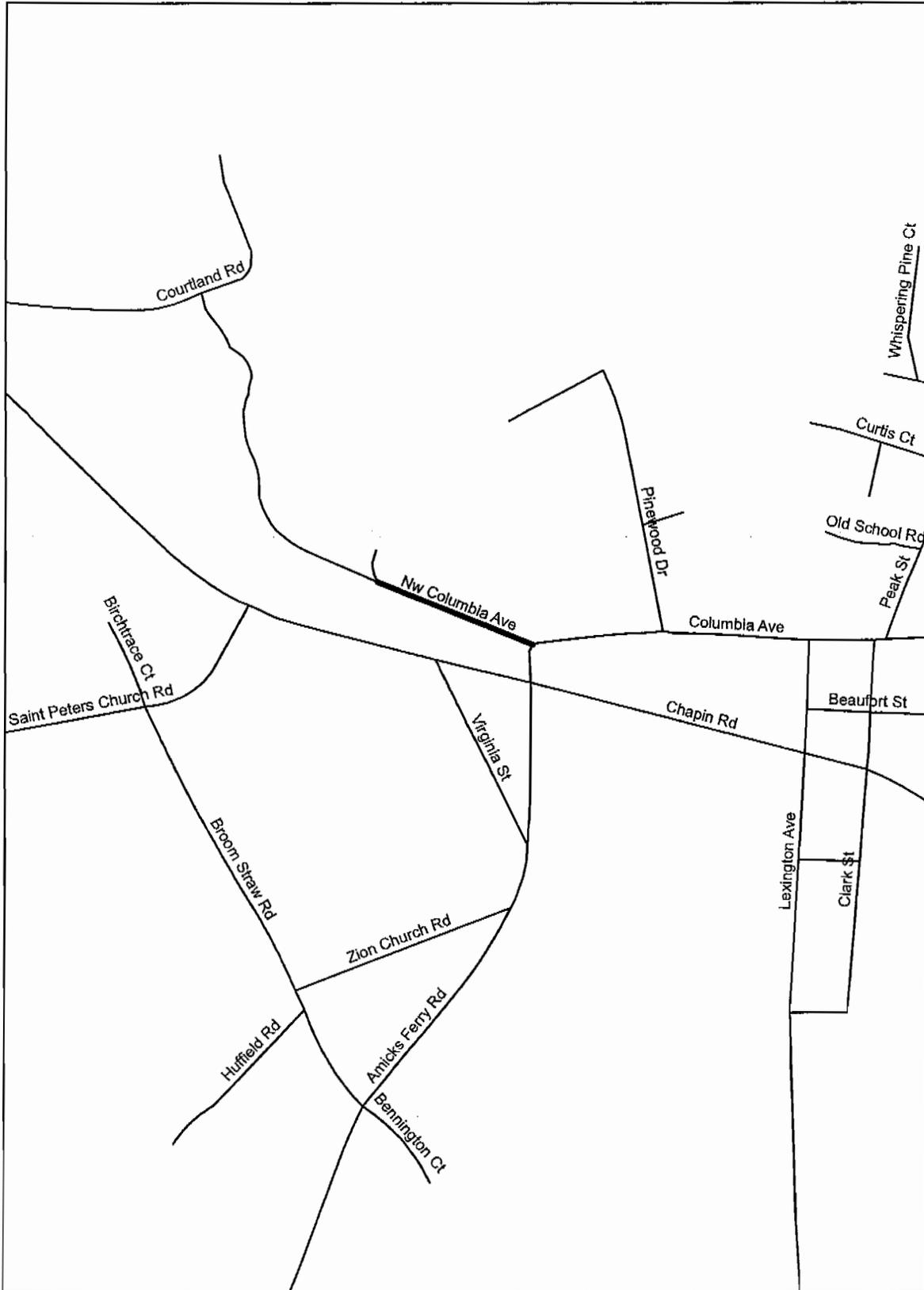
SIDEWALK REPLACEMENT



RAMA LANE AND RAMA COURT



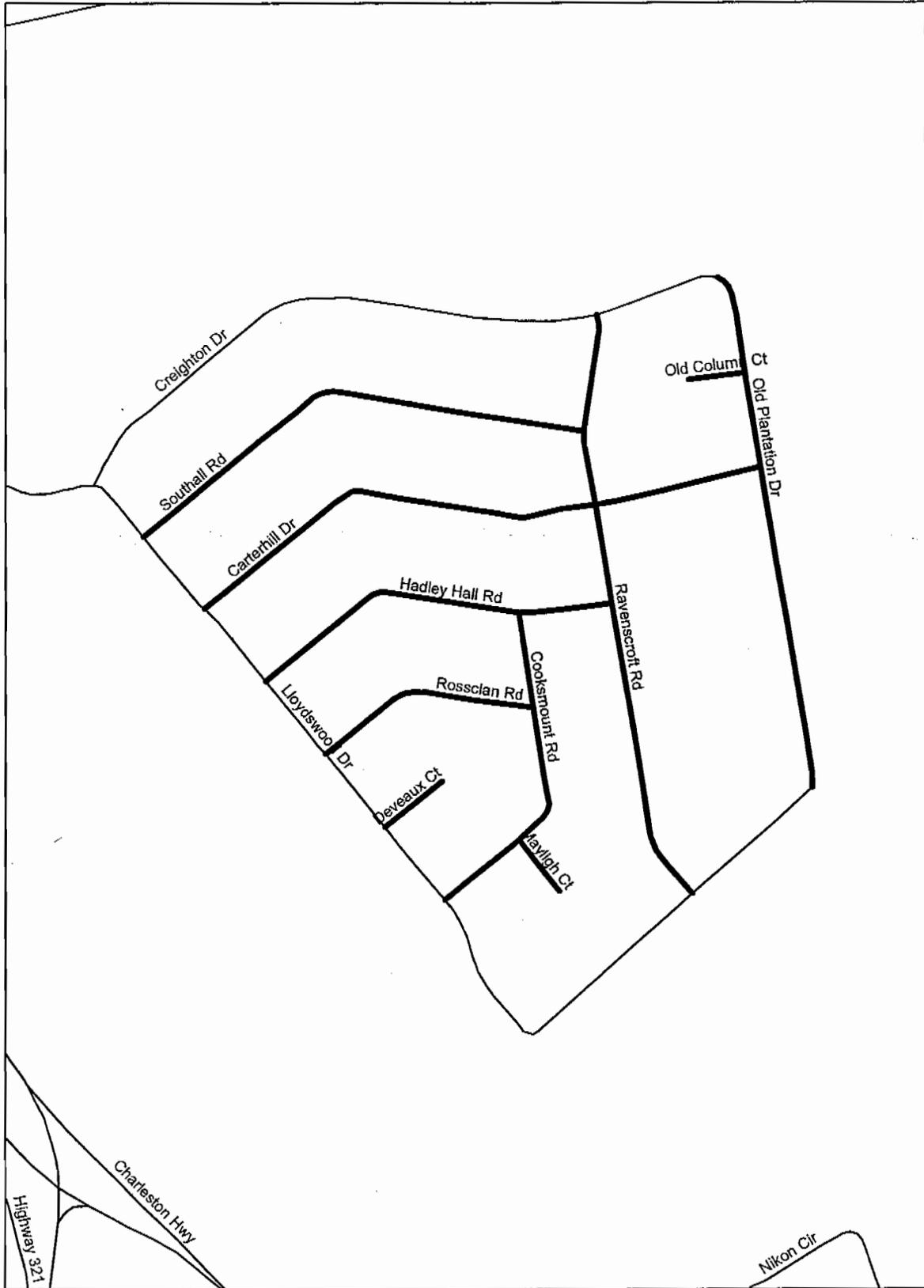
NORTHWEST COLUMBIA AVE 1



MYTON RD, SHELTON DR, LANCE DR, VALMIRE DR



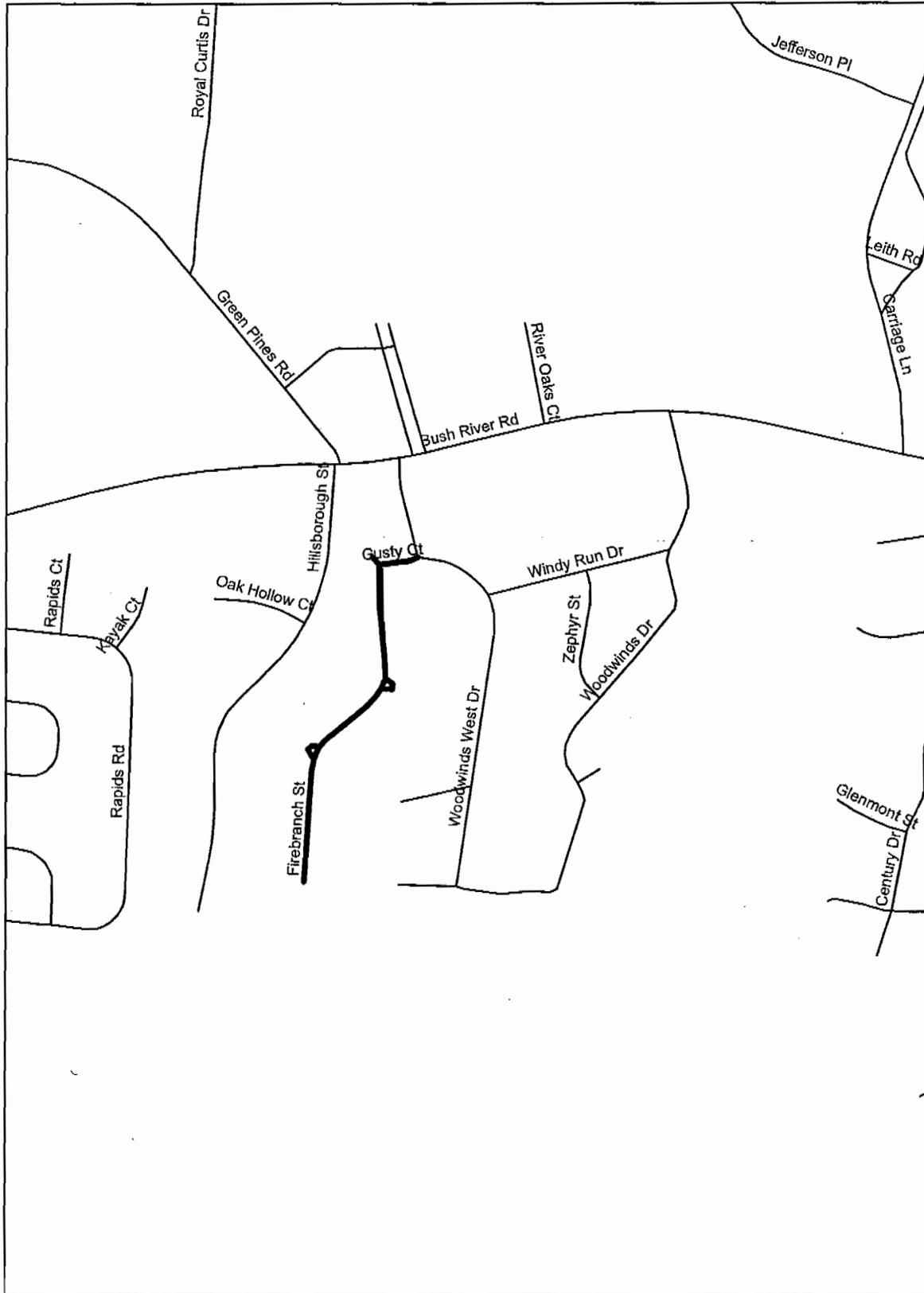
LLOYDSWOOD SUBDIVISION



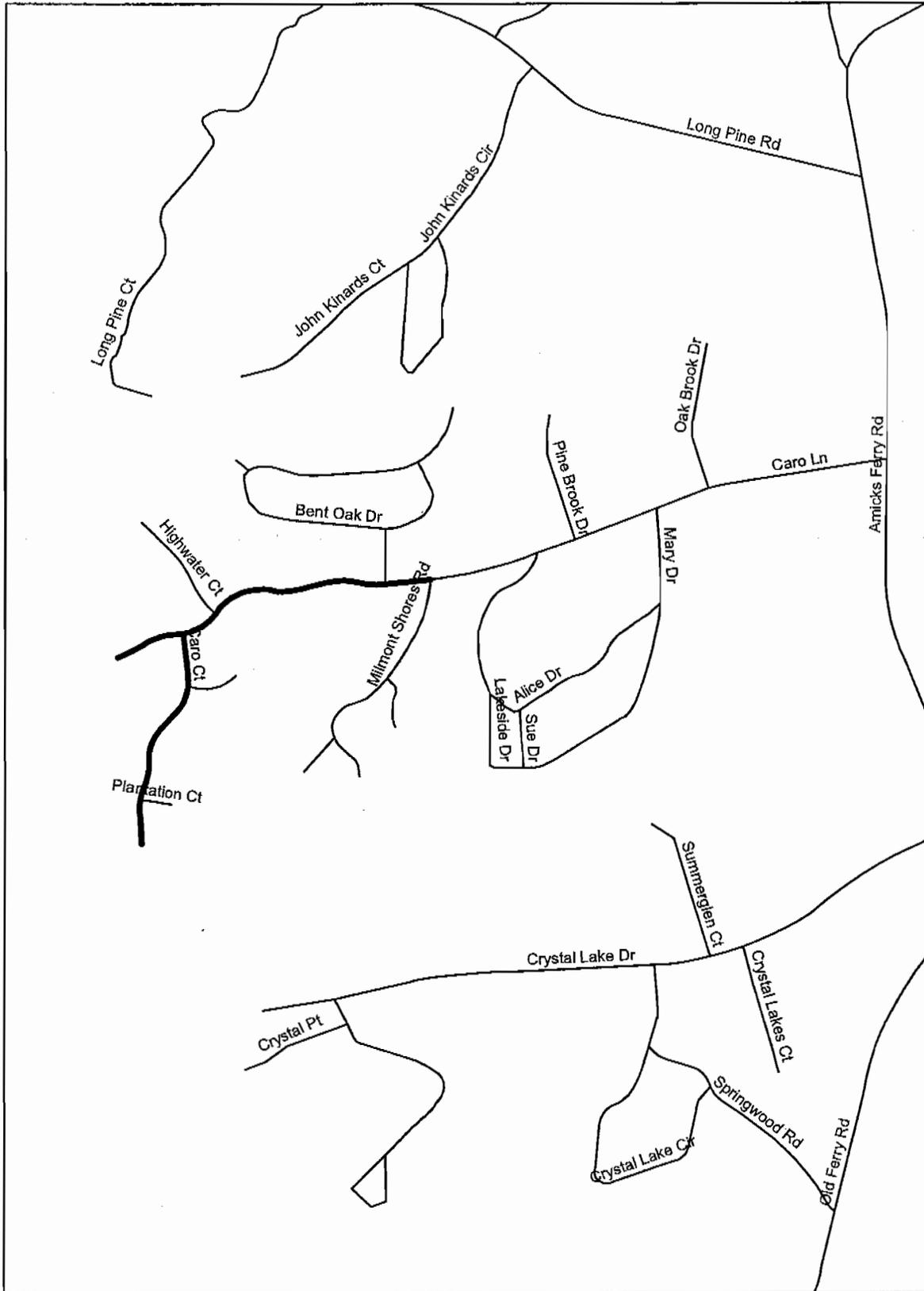
KINGS WAY, ROBIN WOODS DR & PERRYS PL



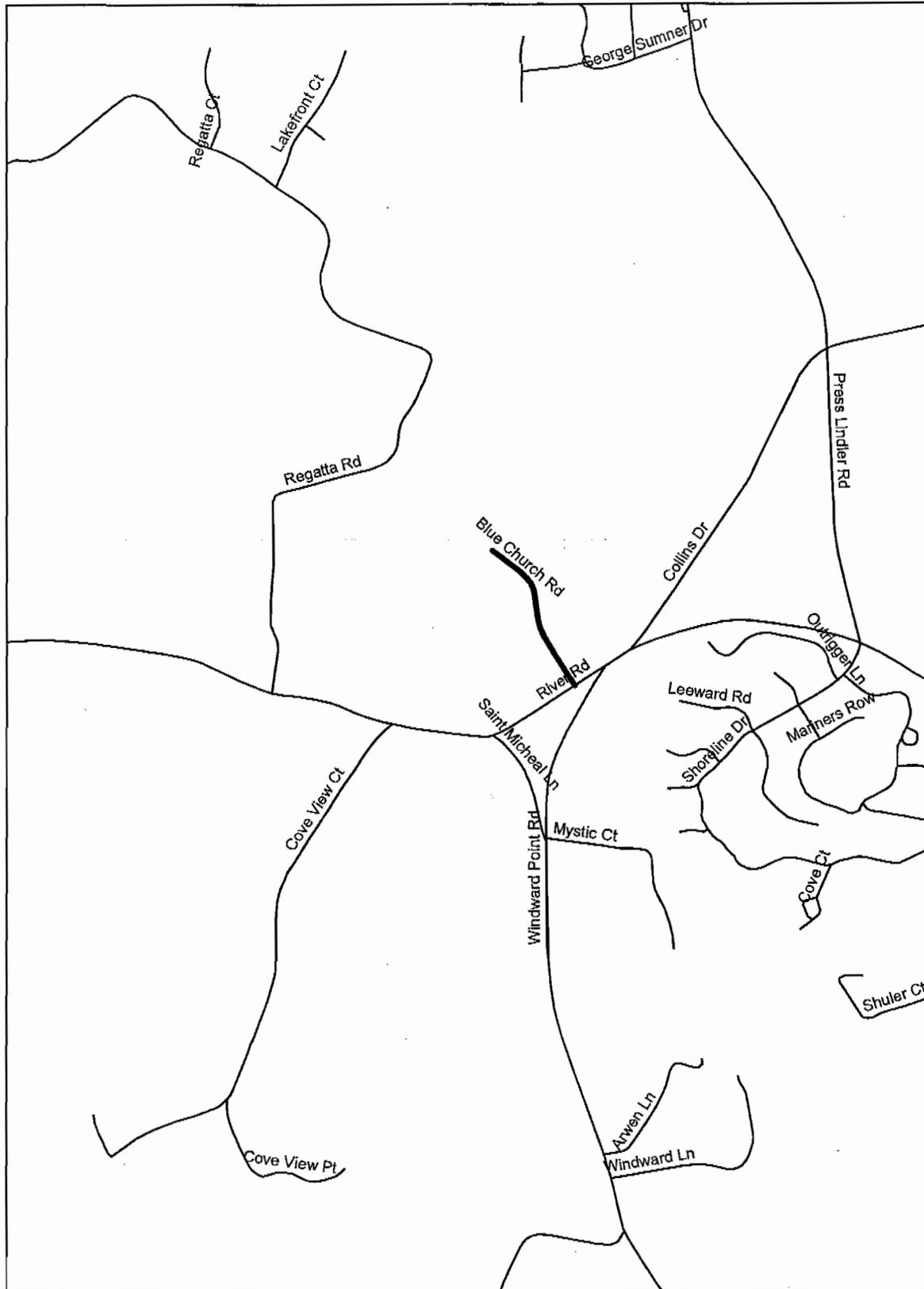
FIREBRANCH ST, GUSTY CT



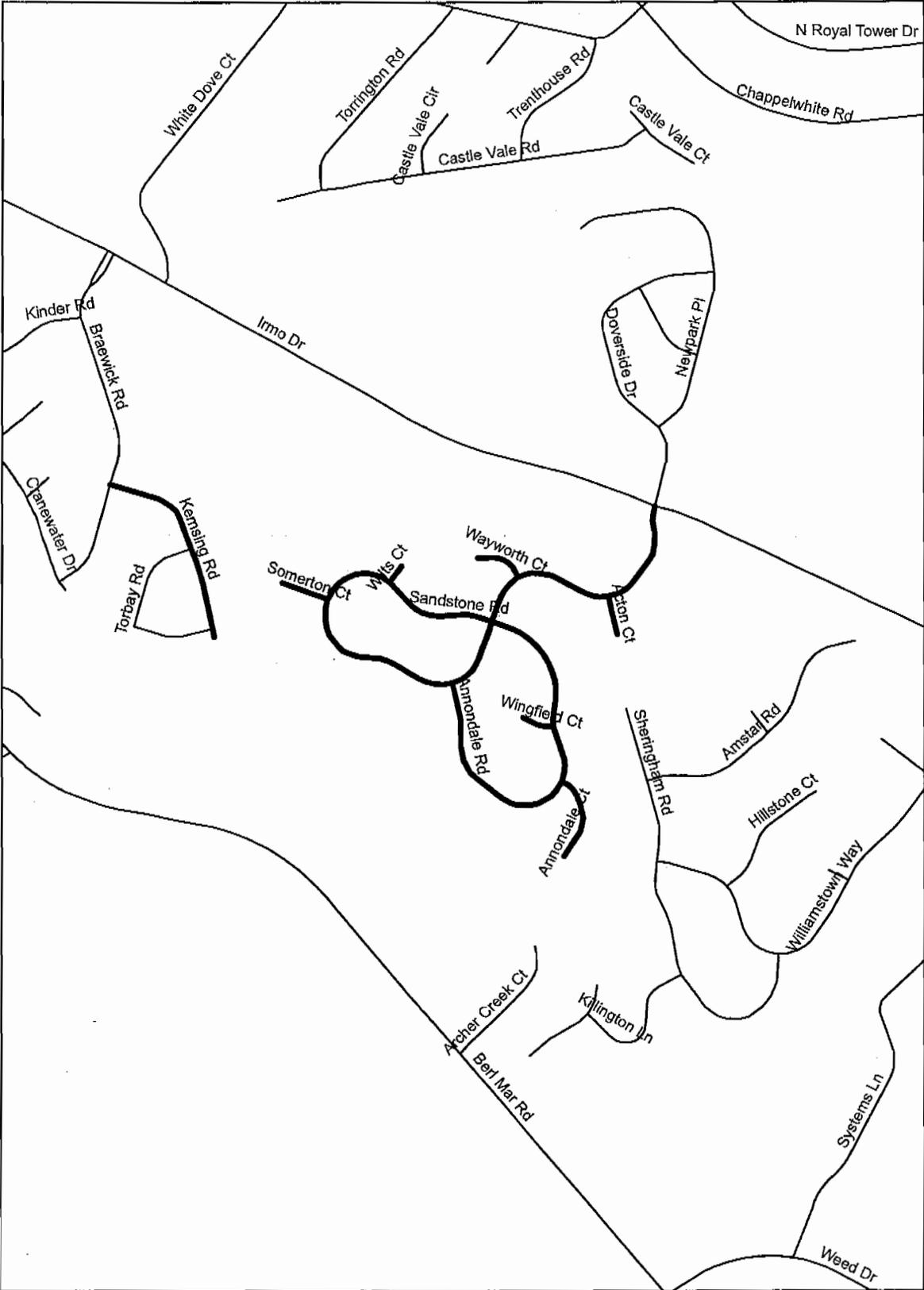
CARO LANE AND CARO COURT



BLUE CHURCH COURT



AVALON SUBDIVISION



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: January 31, 2007

TO: Katherine Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager *Sheila R Fulmer*

FROM: Janice A. Bell, CPPB
Procurement Officer *J Bell*

SUBJECT: Four (4) Video Camera Systems -- Sheriff's Department

Competitive telephone quotations were solicited for the purchase of four (4) Video Camera Systems for the Sheriff's Department. These cameras will be utilized at collection stations that have continual problems with illegal dumping. The camera system can be relocated to any of the collection stations that are experiencing problems. In addition, they will enable officers to detect and identify violators in areas of commercial/industrial waste disposal. These systems, like the digital cameras, will be used to document cases and aid in prosecution. We received three (3) bids (see attached bid tabulation).

The Palmetto Pride has approved the grant procedures. It is our recommendation to award this purchase to Supercircuits. The cost of the camera systems is \$6,514.08 including shipping and applicable sales tax.

Funds are appropriated in account:

2643-111320-5A7349	LE/Palmetto Pride Enforcement Grant
(4) Remote Surveillance Camera Systems	\$6,514.08

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 13, 2007.

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator
Sheriff James Metts, Sheriff's Department
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Chief Keith Kirchner, Assistant Sheriff
Colonel Alan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department
Nandalyn Heaitley, Grants Administrator, Sheriff's Department

County of Lexington

Bid Tabulation

VIDEO CAMERA SYSTEMS

Quantity	Description	Extreme Surveillance		Supercircuits		SPYGEAR4U, INC.	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
2	CVK-10 Camera System	\$1,895.00	\$3,790.00	\$849.95	\$1,699.90	\$899.95	\$1,799.90
2	CVK-3 Camera System	\$1,995.00	\$3,990.00	\$2,199.95	\$4,399.90	\$2,495.50	\$4,991.00
1	Shipping	\$39.00	\$39.00	\$45.56	\$45.56	\$25.00	\$25.00
	Sub-total		\$7,819.00		\$6,145.36		\$6,815.90
	Tax		\$469.14		\$368.72		\$408.95
	Total		\$8,288.14		\$6,514.08		\$7,224.85

Bids Received: January 31, 2007

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: January 31, 2007

TO: Katherine Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



**SUBJECT: Clothing for Patrol Personnel / Sole Source Procurement
Sheriff's Department**

We have received a request to establish a contract for Clothing for Patrol Personnel for the Sheriff's Department. In previous years our officers have purchased Blauer brand and would like to continue the uniformity of their dress. This has been deemed a sole source through Wright-Johnston Uniforms as they are the sole authorized dealer for South Carolina.

The estimated annual cost of this clothing is \$48,314.80 including applicable tax. (See attached bid tabulation). It is our recommendation to award a term contract for the initial period of one (1) year with the option to extend the contract for two (2) additional one year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 13, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Chief Keith Kirchner, Assistant Sheriff
Colonel Alan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department

County of Lexington

Bid Tabulation

CLOTHING FOR PATROL PERSONNEL

Quantity	Description	Wright-Johnston Uniforms	
		Unit Price	Total
400	Blauer 8110 Mock Neck Dickey	\$12.25	\$4,900.00
600	Blauer 8110 Mock Turtleneck Shirt	\$28.90	\$17,340.00
600	Blauer Streetgear 8703 Long Sleeve Shirt	\$38.90	\$23,340.00
	Sub-total		\$45,580.00
	Tax		\$2,734.80
	Total		\$48,314.80

Bid Opened: January 18, 2007 @ 3:00 PM

Janice A. Bell, CPPB
Procurement Officer



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

COMMITTEE REPORT

RE: Revised 208 Management Area Request (Goal 2)

DATE: January 25, 2007

COMMITTEE: 208 Plan

MAJORITY REPORT: Yes

The 208 Plan Sub-committee convened on Tuesday, January 23, 2007 to review the Revised 208 Management Area Request from Lexington County Joint Municipal Water and Sewer Commission.

Mr. Bill Bull, General Manager, of the Lexington County Joint Municipal Water and Sewer Commission advised the Committee that the Commission is revising its request to expand its Management Agency area to include only the Congaree Creek basin. The need for this request is the result of proposed development within the area by several developers who have been in contact with both Lexington County and the Commission. The Commission requests the entire Congaree Creek basin because it is more cost effective and efficient to plan sewer services on the basis of drainage basins. A map outlining the area in more detail has been included (attached).

It was recommended that the Commission consider removing "Lexington County" from the Lexington County Joint Municipal Water and Sewer Commission name. Mr. Bull agreed to present this request to the Commission for consideration.

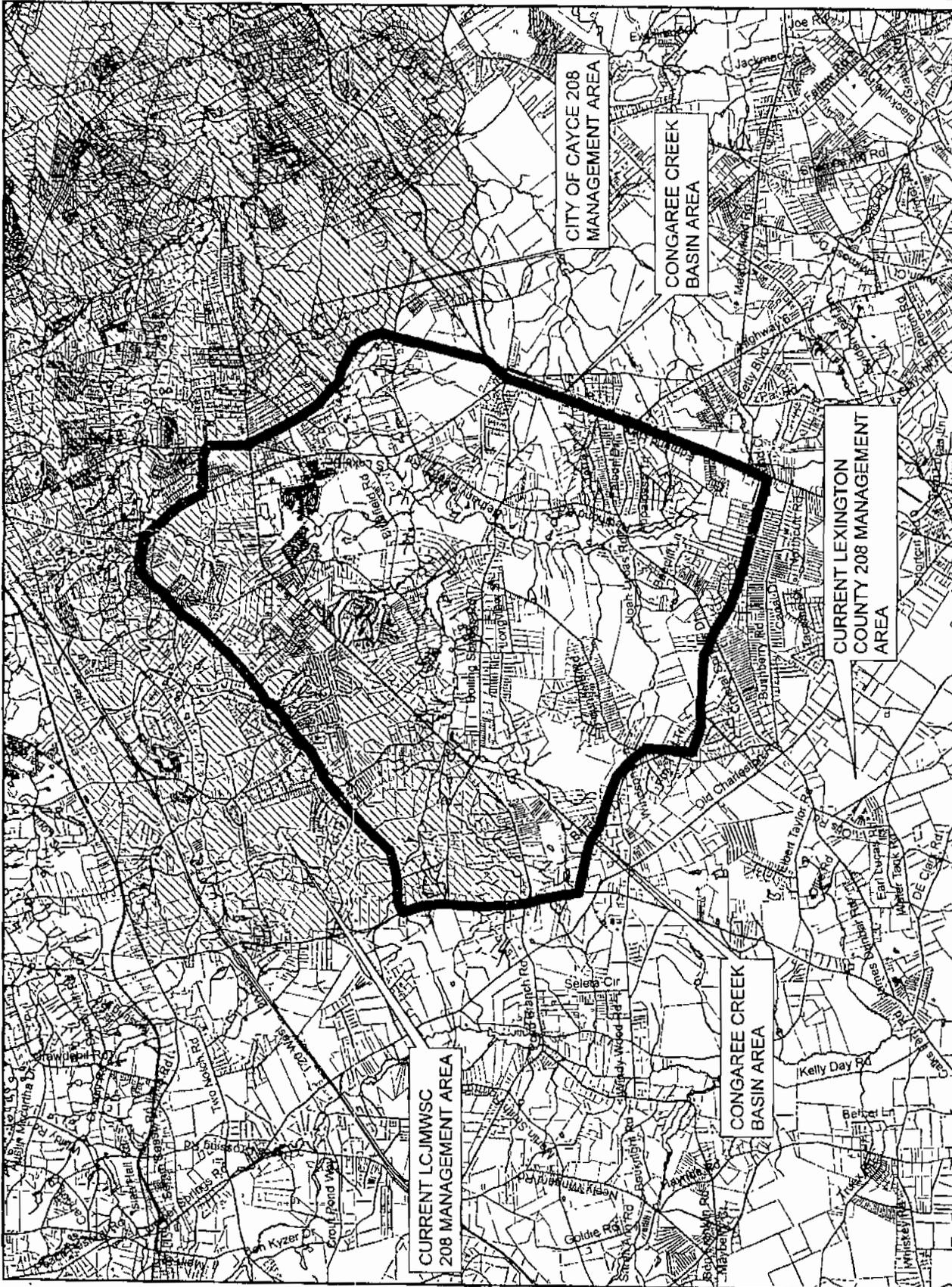
The Committee voted to recommend that full Council approve the Revised 208 Management Area Request from Lexington County Joint Municipal Water and Sewer Commission.



Lexington County
Joint Municipal Water
and Sewer Commission
P.O. Box 1966
Lexington, SC 29071
Ph. 803-369-8373
Fax 803-369-8563



1 inch equals 6,000 feet





COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development
County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # **M06-15**

Address and/or description of the property for which the amendment is requested:

Applicant requests a change in road classification for Old Chapin Rd from Lexington Town Limits 260' north towards Maxie Rd and Maxie Rd from the intersection of Old Chapin Road 1000' north towards Ashley Hills Dr

Zoning Classifications: (Current) RL4 (Proposed) L

TMS#: _____ Property Owner: _____

Reason for the request: The property would be more beneficial as a commercial type activity.

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

Date of Application: 12-14-06 Applicant: Owner Agent

Phone #(s): cell (803) 622-0535 _____

Signature: Albert J. Sanders Printed Name: Albert J. Sanders

Street/Mailing Address: 117 Maxie Rd, Lexington SC 29072

12/14/06	Application Received
1/25/07	Newspaper Advertisement
1/29/07	Notices Mailed

12/14/06	Fee Received
1/29/07	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

1/9/07 First Reading	2/13/07 Public Hearing	Second Reading	Third Reading
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Results: _____

COUNTY OF LEXINGTON, SOUTH CAROLINA
Department of Community Development
County Administration Building (803) 785-8121
212 South Lake Drive Lexington, South Carolina 29072

STAFF SUMMARY

ZONING MAP AMENDMENT #M06-15

Description of the amendment: This map amendment request is for a road classification change for a portion of Old Chapin Road and Maxie Road. The current road classification is RL4 (Residential Local Four). The request is to change the road classification to L (Local).

Character of the Area: The immediate area is primarily single family residential with attached housing just inside the Lexington Town limit. There is commercial activity at the intersection of Old Chapin Road and Maxie Road.

Zoning History: This property is in the Central Lexington County Planning area zoned on December 9, 1986. Since that time there has been only one map amendment in the area. This amendment was partially approved changing portions of Old Chapin Road and Maxie Road to RL4 classification.

Council District: Three-George W. "Smokey" Davis

Attachments: Chart of Allowed Uses by Zoning District
Political Boundary Maps
Location Maps

Chapter 2. General Requirements

22.00 Street Classifications and Access

All streets on the zoning maps shall be designated one of the following classifications as shown on the Right-of-Way Plan. The columnar chart which follows in Section 22.02 identifies the type street required to provide access to each activity.

Arterial (A): A street of regional importance or a main road of the community which is expected to carry either heavy vehicular traffic volumes or high-speed traffic or both. Traffic intensive commercial, industrial and high-density residential activities should be encouraged to develop on Arterial roads.

Collector (C): A street which is used or intended to be used for moving traffic from local streets to Arterials. Collectors are generally shorter than Arterials, but carry high volumes of traffic. Therefore, development of land along Collectors should be compatible with high traffic volumes.

➔ Local (L): A street which primarily provides access to nonresidential land uses and connects residential streets to the Arterials and Collectors. Land uses should be compatible with higher traffic volumes. However, the most intensive land uses which generate extremely high levels of traffic should be prohibited from direct access. The following additional categories of Local streets are established to handle the special circumstances described:

Residential Local Six (RL6): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate residential activities at six dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Five (RL5): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at five dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

➔ Residential Local Four (RL4): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at four dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Limited Local (LL): A street that contains a locational or design flaw which limits traffic volume. The conditions of the problem should be virtually impossible to correct or very unlikely to be improved. Access to this type street will be limited to those activities expected to generate traffic volumes equal to or less than Detached Residential development at four dwelling units per acre.

22.01 New Streets Created

Whenever new streets are added to the roadway system within the zoning jurisdiction of Lexington County, these streets shall be classified according to the criteria specified within this section. The Zoning Administrator, upon the approval and confirmation of the classification by the Planning Commission, shall cause same to be placed upon the zoning map.

22.02 Chart of Permitted Access by Street Classification

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure

or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10.

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
X	X	X				X .09 FAR	Administrative Offices
X							Advertising Signs
X	X	X					Airports
X	X	X					Animal Operations
X	X	X					Boat Docks
X	X						Bus and Transit Terminals
X	X	X				X .05 FAR	Business Services
X	X	X				X	Cemeteries
X	X	X					Child or Adult Day Care
X	X	X					Churches
X	X	X				X .03 FAR	Communication Towers
X	X	X					Community Education
X	X	X					Construction Services
X	X	X				X	Crops
X	X						Detention Centers
X	X	X				X	Essential Services (Limited)
X	X	X					Essential Services (Extensive)
X	X	X					Food Services
X	X	X					General Repair and Maintenance Services
X	X	X				X .03 FAR	General Retail (Limited)
X	X	X				X .03 FAR	General Retail (Extensive)
X	X	X	X*	X*	X*		Group Assembly (Limited)
X	X	X	X*	X*	X*		Group Assembly (Intermediate)
X	X	X#					Group Assembly (Extensive)
X	X	X	X			X 5.5 DU/acre	Group Housing
X	X	X#					Hospitals
X	X	X					Kennels and Stables
X	X	X					Landfills (Limited)
X	X	X**					Landfills (Intermediate)
X	X**						Landfills (Extensive)
X	X	X					Manufacturing (Light Assembly)
X	X	X					Manufacturing (Limited)
X	X	X					Manufacturing (Intermediate)
X	X						Manufacturing (Extensive)
X	X	X					Marinas
X	X	X				X .07 FAR	Medical Services
X	X						Military Installations
X	X	X					Mining (Limited)
X	X	X					Mining (Intermediate)
X	X						Mining (Extensive)
X	X	X	X	X	X	X	Mini-Parks
X	X	X					Mini-Warehouses
X	X	X	X	X	X	X 4 DU/acre	Mobile Homes
X	X	X	X			X 6 DU/acre	Mobile Home Parks



A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
X	X	X	X	X	X	X	Natural Reserves
X	X	X	X				Non-Assembly Cultural
X	X	X				X 12 Beds/acre	Nursing Homes
X	X	X				X .03 FAR	Personal Convenience Services
X	X	X				X	Plant Nurseries
X	X						Power Plants
X	X	X				X .09 FAR	Professional Services
X	X						Radioactive Materials Handling
X	X						Railroad
X	X	X					Recycling Centers
X	X	X				X .09 FAR	Research Services
X	X	X	X	X	X	X 4 DU/acre	Residential Detached
X	X	X	X	X		X 4 DU/acre	Residential Attached(2 Dwelling Units)
X	X	X	X			X 6 DU/acre	Residential Attached(3 or more Dwelling Units)
X	X	X	X			X 6 DU/acre	Retirement Centers/Assisted Living
X	X	X					Salvage/Wrecking Yard
X	X	X					Scrap Operations
X	X	X					Business Parks
X	X	X					Shopping Centers
X	X	X					Industrial Parks
X	X	X					Towing and Impoundment Lot
X	X	X					Trade Enterprises
X	X	X					Transient Habitation
X	X	X					Transport & Warehousing (Limited)
X	X	X					Transport & Warehousing (Extensive)
X	X	X					Transport Services
X	X	X					Undertaking
X	X	X	X	X	X	X	Utilities
X	X	X					Vehicle Parking
X	X	X				X	Vehicle Repair
X	X	X				X .03 FAR	Vehicle Sales
X	X	X					Vehicle Servicing (Limited)
X	X	X					Vehicle Servicing (Extensive)
X	X	X					Veterinarian
X	X	X					Zoos

* Access by these classifications is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

** Access by these classifications is allowed only if the street is paved.

Access by this classification is allowed only if the activity also has access to an Arterial or Collector Street.

22.30 Residential Density

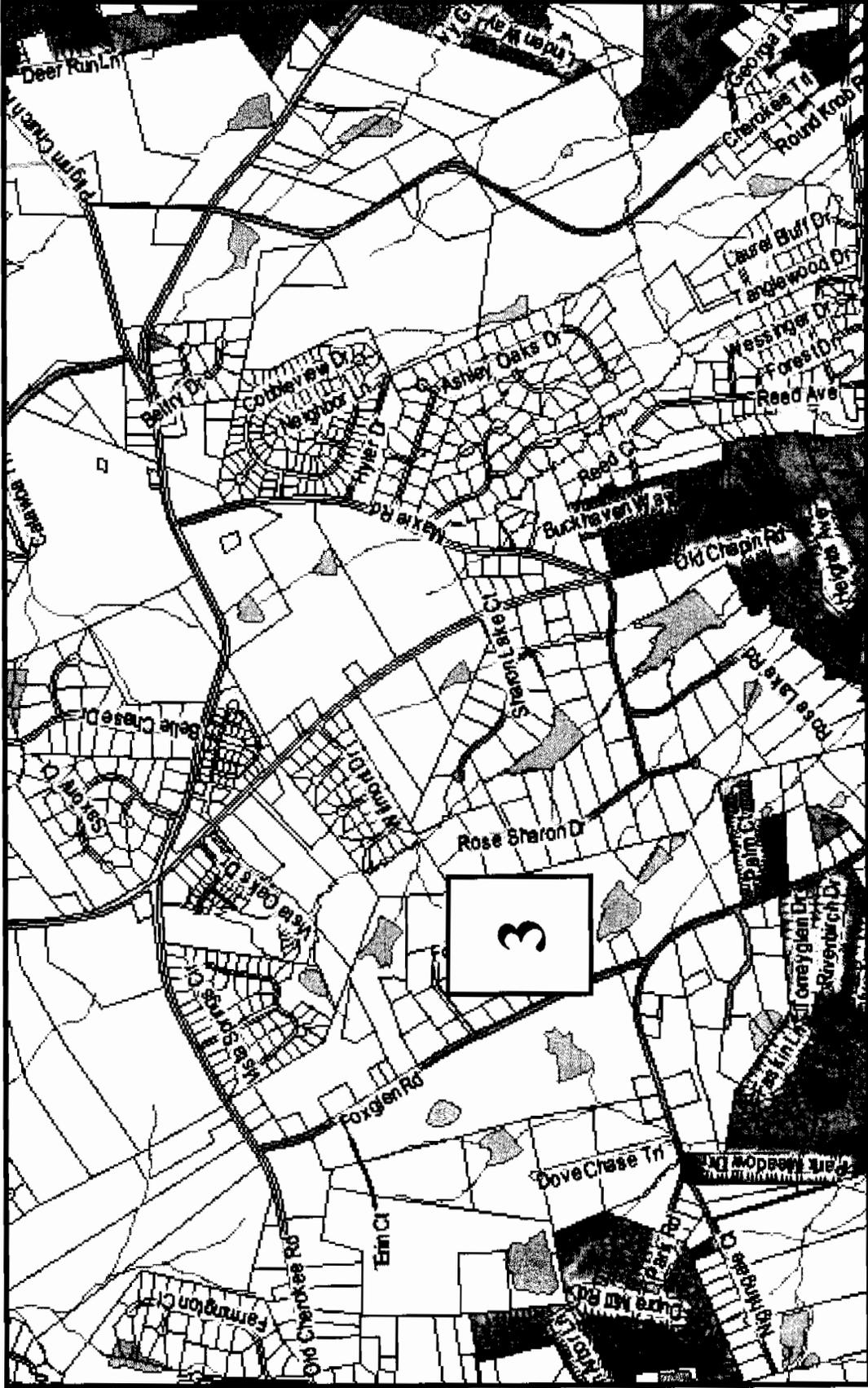
Residential types of activities as permitted in R1, R2, R3, D, and RA districts are subject to maximum density limits to support the contemplated activity. Density is to be measured as the total area of land within the property boundaries, including those which are permanently under water or subject to inundation, or which are contained in an easement, proposed roads, or other grant of use. However, density calculations shall not include rights-of-way for existing roads.

The allowable density of residential development shall be in accord with the following listings for the zoning districts and road classifications, the most restrictive of which shall apply. Minimum lot areas are then established via this table in conjunction with adherence to the buffering restrictions of Article 2, Chapter 3. However, nothing contained herein shall be construed so as to circumvent the specific lot area requirements of DHEC regulations as administered by the Lexington County Health Department for individual wells and septic tanks.

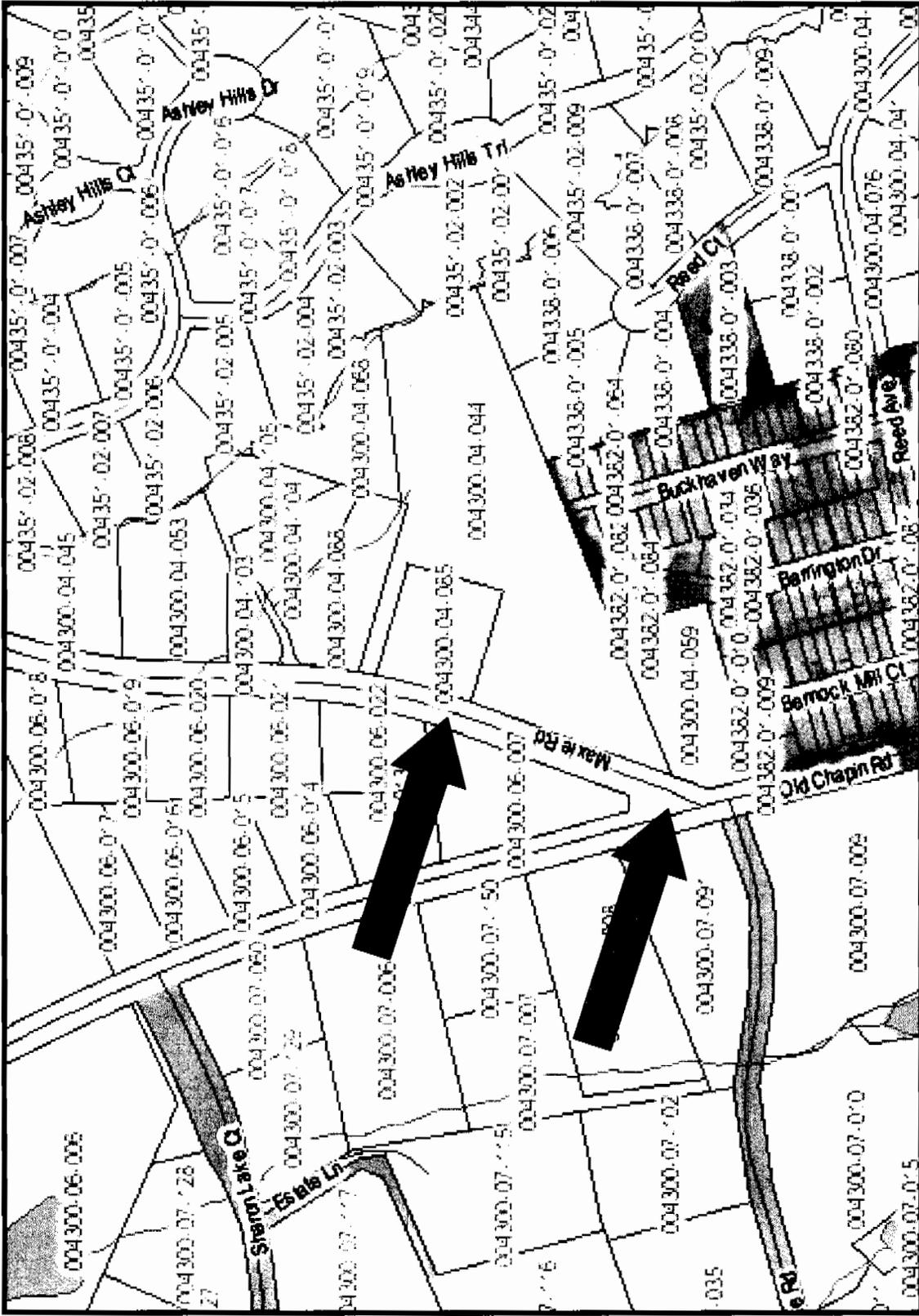
<u>ZONING DISTRICT</u>		<u>DENSITY (dwelling units per gross acre)</u>
	R3	20
	R2	8
	R1, D, RA	4
<u>STREET CLASSIFICATION</u>		<u>DENSITY (dwelling units per gross acre)</u>
	A Arterial	Unlimited
	C Collector	12
	L Local	8
	RL6 Residential Local Six	6
	RL5 Residential Local Five	5
	RL4 Residential Local Four	4
	LL Limited Local	4*

* Refer to Section 22.00 for a full understanding of the Limited Local restrictions.

A lot in existence prior to the adoption of this Ordinance, which does not comply with the requirements of this section, shall be allowed to support one dwelling unit without regard to density or lot area, provided the activity complies with all other zoning requirements and any applicable health and safety standards.



COUNTY COUNCIL DISTRICT MAP

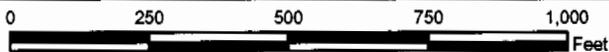
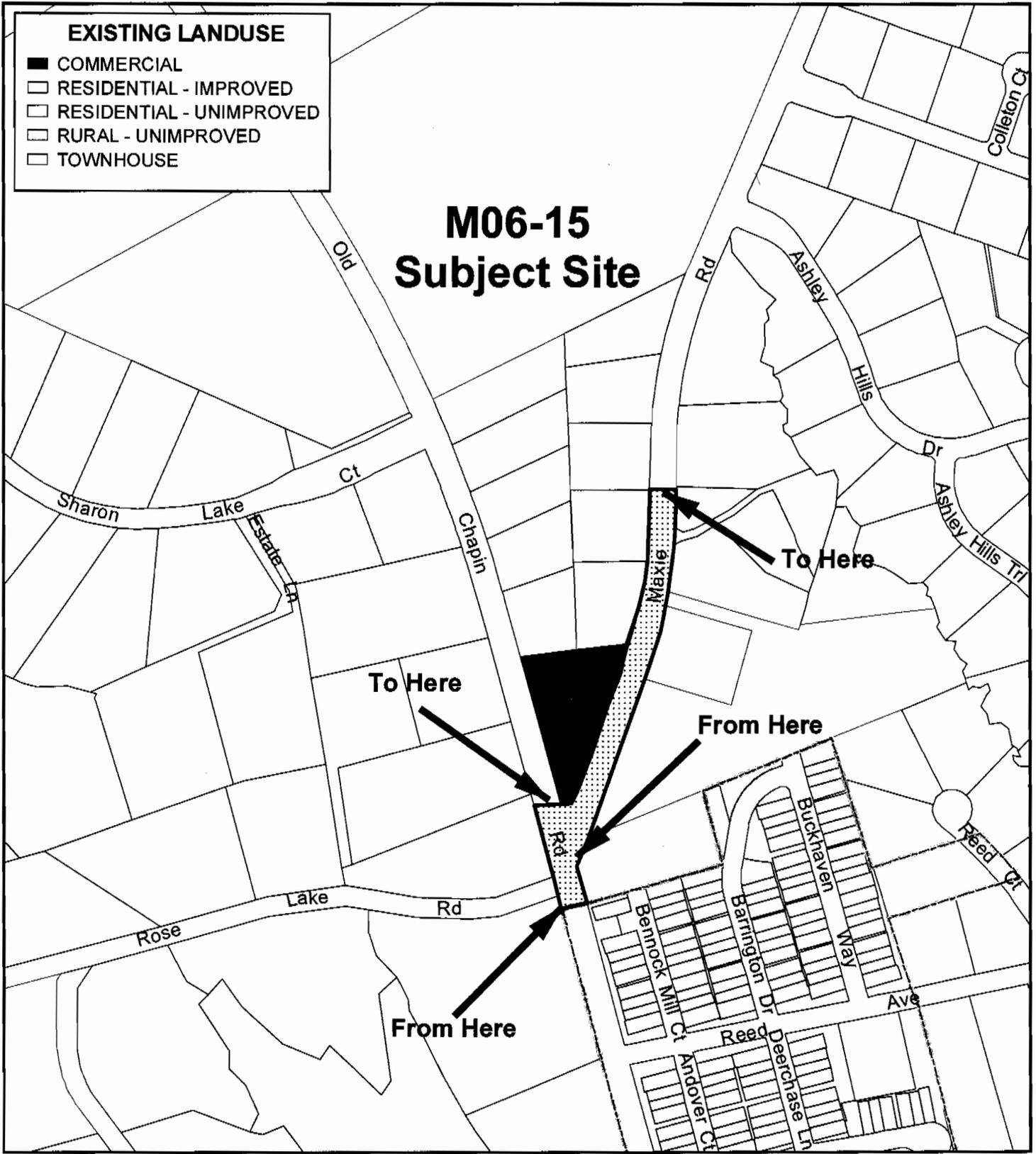


ZONING MAP AMENDMENT REQUEST #M06-15

EXISTING LANDUSE

- COMMERCIAL
- RESIDENTIAL - IMPROVED
- RESIDENTIAL - UNIMPROVED
- RURAL - UNIMPROVED
- TOWNHOUSE

**M06-15
Subject Site**



**Existing Landuse
Map Amendment # M06-15**

ZONING DESIGNATIONS

ROAD CLASSIFICATION

- I - Interstates
- A - Arterial Road
- C - Collector Road
- LL - Limited Local Road
- L - Local Road
- RL4 - Residential Local 4
- RL5 - Residential Local 5
- RL6 - Residential Local 6

RESTRICTIVE DEVELOPMENT

- RA - Recreational / Agricultural
- D - Development
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- RD - Restrictive Development

INTENSIVE DEVELOPMENT

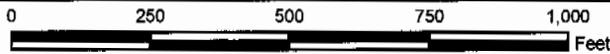
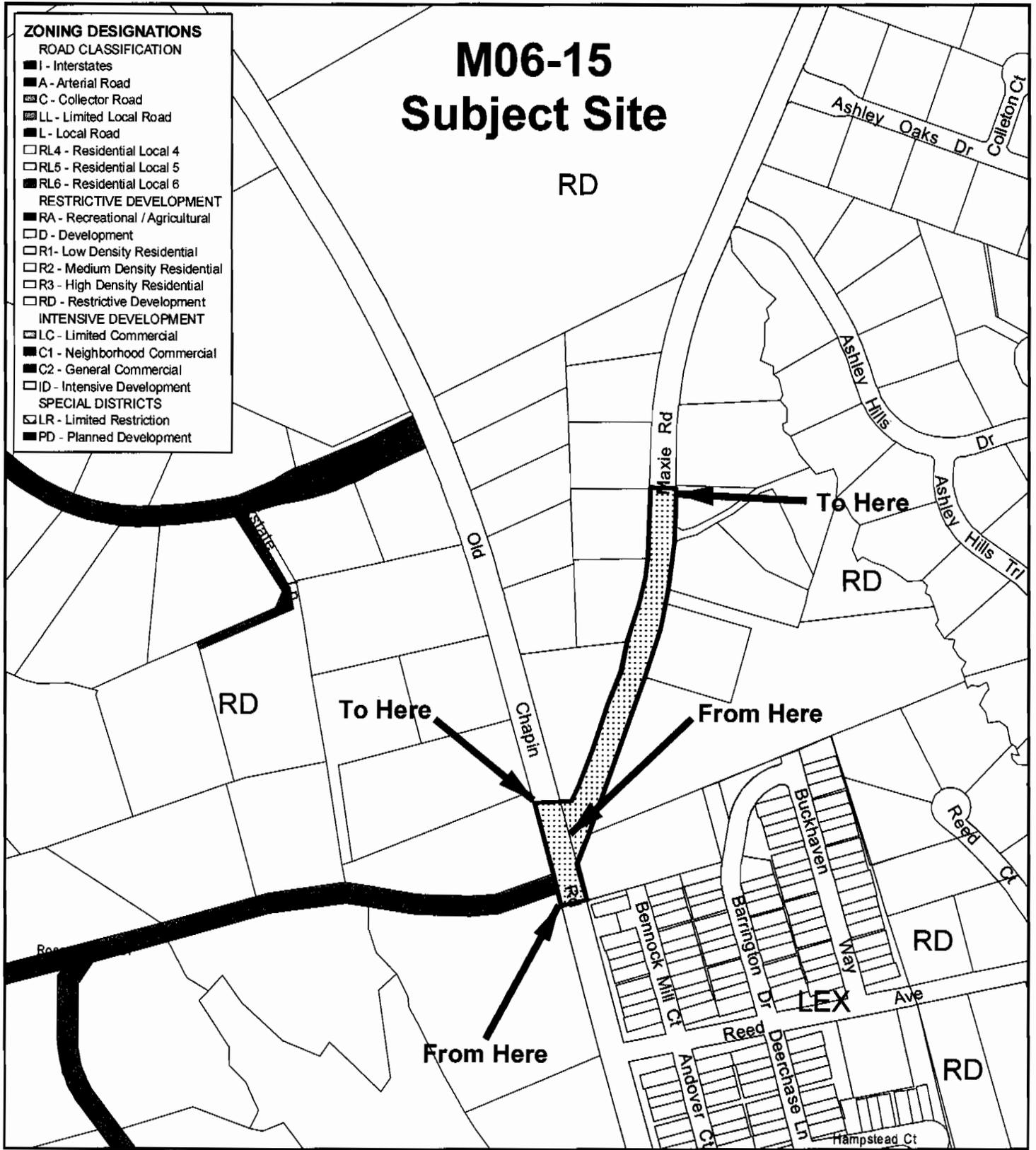
- LC - Limited Commercial
- C1 - Neighborhood Commercial
- C2 - General Commercial
- ID - Intensive Development

SPECIAL DISTRICTS

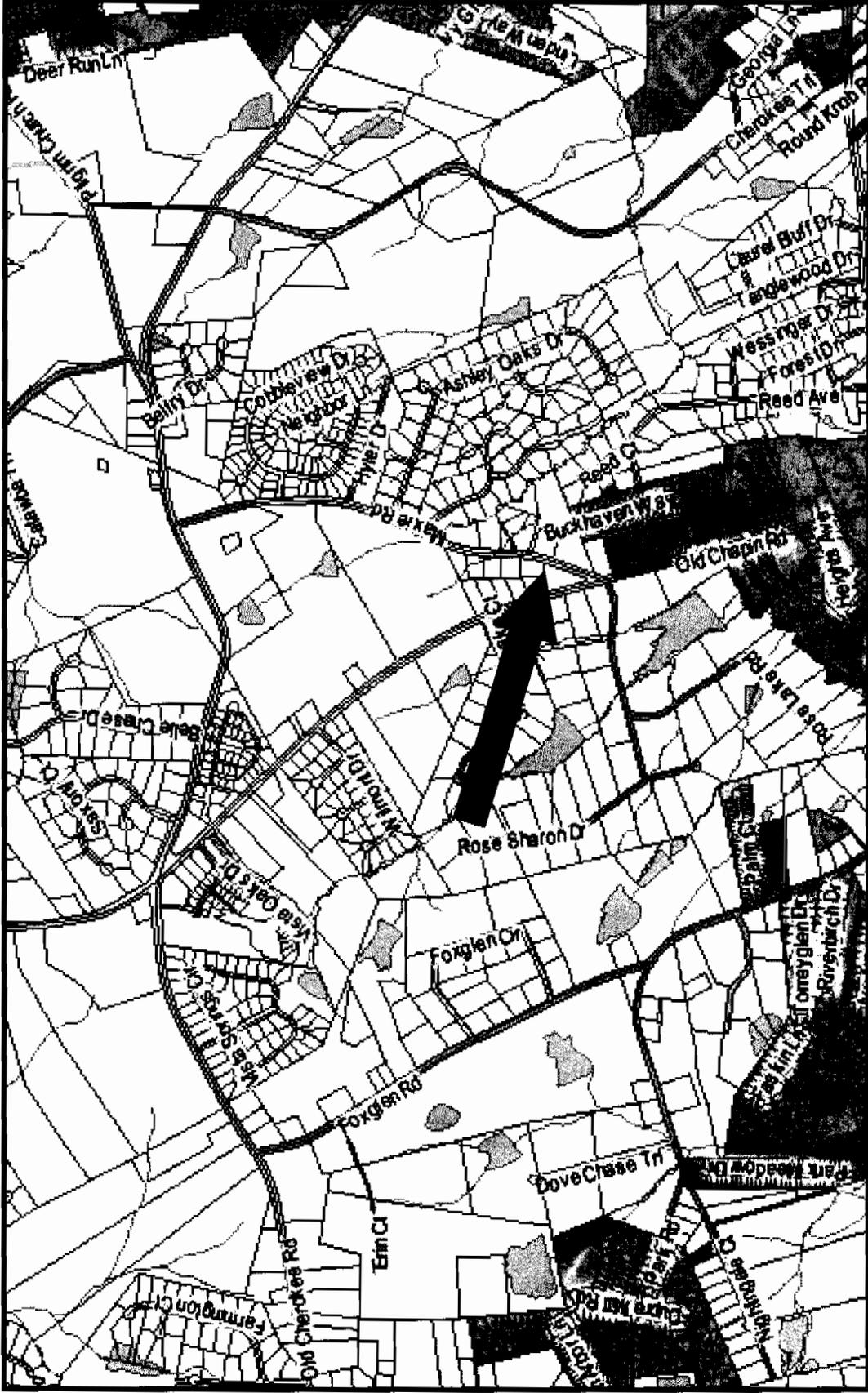
- LR - Limited Restriction
- PD - Planned Development

M06-15 Subject Site

RD



Existing Zoning Map Amendment # M06-15



ZONING MAP AMENDMENT REQUEST #M06-15