

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, April 24, 2007
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

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

2:00 p.m. - 2:45 p.m. - Economic Development

- (1) Project Fry - Economic Development - Al Burns, Director
- (2) Saxe Gotha Industrial Park Restrictive Covenants (**Goal 2**) - Economic Development - Al Burns, Director.....**A**
- (3) Approval of Minutes - Meeting of March 27, 2007.....**B**
- (4) Old Business/New Business
- (5) Adjournment

2:45 p.m. - 3:00 p.m. - Planning & Administration

- (1) Continuing Education Grant for SC Public Library Staff/Trustees Application - Library Services - Dan MacNeill, Director.....**C**
- (2) Zoning Map Amendment M07-01 - West Side of Charter Oak Road, Lexington, SC - 2nd Reading**D**
- (3) Approval of Minutes - Meeting of March 27, 2007.....**E**
- (4) Old Business/New Business - Business Registration Ordinance
- (5) Adjournment

3:00 p.m. - 3:05 p.m. - Justice

- (1) Bulletproof Vest Partnership Application - Sheriff's Department - Sheriff James R. Metts..... **F**
- (2) Violence Against Women Act (VAWA) Application - Sheriff's Department - Sheriff James R. Metts..... **G**
- (3) Old Business/New Business
- (4) Adjournment

3:05 p.m. - 3:10 p.m. - Health & Human Services

- (1) Approval of Minutes - Meeting of March 27, 2007..... **H**
- (2) Old Business/New Business - Handling of the Seizure of Equines
- (3) Adjournment

3:10 p.m. - 3:50 p.m. - Public Works

- (1) Carolina Clear Program - Clemson University (**Goal 2**) - Public Works - John Fechtler, Director **I**
- (2) Ordinance 06-10 - Stormwater Management Ordinance (**Goal 2**) - Public Works - John Fechtler, Director..... **J**
- (3) Approval of Minutes - Meeting of March 27, 2007..... **K**
- (4) Old Business/New Business - Private Roads, Alternate Funding Sources, Road Maintenance Fee Ordinance
- (5) Adjournment

3:50 p.m. - 4:05 p.m. - Airport

- (1) Lexington County Airport at Pelion (LCAP) Strategic Visioning Session (**Goals 1,3**) - Goals & Objectives - Katherine Hubbard, County Administrator..... **L**
- (2) Resolution - Lexington County Airport at Pelion..... **M**
- (3) Old Business/New Business
- (4) Adjournment

4:05 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Telecommunication Committee Update (**Goal 3**) - Katherine Hubbard, County Administrator
- (2) Approval of Minutes - Meeting of March 27, 2007..... **N**
- (3) Old Business/New Business - Revised Building Use and Naming Policy
- (4) Adjournment

Economic Development

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

Justice

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

Planning & Administration

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

Health & Human Services

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

Airport

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, April 24, 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
Employee of the Quarter

Resolutions..... O

- (1) Emergency Medical Services Week
- (2) James Perry Kimball
- (3) Jennifer T. Cunningham
- (4) Lexington County Airport at Pelion – **Tab M**

Appointments..... P

Bids/Purchases/RFPs

- (1) Phase I Roadway and Water System Improvements - Saxe Gotha Industrial Park Project -
Economic Development **Q**
- (2) Firefighting Equipment and Supplies - Public Safety/Fire Service..... **R**
- (3) Structure Gear and Extrication Gear - Public Safety/Fire Service **S**
- (4) 12-14 Ton Utility Trailer - Public Works..... **T**

Chairman's Report

Administrator's Report

Presentation of FY 2007-2008 Recommended Budgets - Finance - Larry Porth, Director

Approval of Minutes - Meeting of March 27, 2007.....U

Ordinances

- (1) Ordinance 07-04 - An Ordinance Amending the Outdoor Burning Ordinance (**Goals 1,2**) - 2nd Reading.....**V**
- (2) Ordinance 07-05 - An Ordinance Adopting an Annual Budget for Fiscal Year 2007-08 - (**Goals 1,2,3**).....**W**
- (3) Ordinance 07-06 - An Ordinance Authorizing the Irmo-Chapin Recreation Commission of the Irmo-Chapin Recreation District to Issue General Obligation Bonds in the Principal Amount of Not Exceeding \$3,300,000 - 1st Reading**X**

Zoning Amendments

- (1) Zoning Map Amendment M07-03 - 1605 Bush River Road and Adjoining Parcel, Columbia - Announcement of First Reading**Y**
- (2) Zoning Map Amendment M07-04 - 1000 feet of North Woodside Parkway, West Columbia Announcement of First Reading.....**Z**

Committee Reports

Economic Development, S. Davis, Chairman

- (1) Saxe Gotha Industrial Park Restrictive Covenants – **Tab A**

Planning & Administration, J. Jeffcoat, Chairman

- (1) Zoning Map Amendment M07-01 - West Side of Charter Oak Road, Lexington - 2nd Reading - **Tab D**

Justice, B. Banning, Chairman

- (1) Bulletproof Vest Partnership Application - **Tab F**

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

- (1) FEMA FY07 Assistance to Firefighter Grant Application (**Goal 3**).....**1**

Public Works, D. Summers, Chairman

(1) Ordinance 06-10 - Stormwater Management Ordinance - 2nd Reading - **Tab J**

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.**

COMMITTEE REPORT

RE: Saxe Gotha Industrial Park Restrictive Covenants

DATE: April 13, 2007

COMMITTEE: Economic Development

MAJORITY REPORT: Yes

The Economic Development Committee met on Tuesday, April 10, 2007, during executive session to discuss a contractual matter relating to the Saxe Gotha Industrial Park Restrictive Covenants.

Following executive session, the Committee voted unanimously to recommend to full Council to approve the Saxe Gotha Industrial Park Restrictive Covenants. (Saxe Gotha Industrial Park Restrictive Covenants attached)

DRAFT

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
SAXE GOTHA INDUSTRIAL PARK**

Article 1

Introduction

- 1.1 Lexington County, South Carolina, hereinafter referred to as "Developer", is the owner of certain real property in the County of Lexington, State of South Carolina, described and shown in Exhibit "A", attached hereto, which is a county industrial park hereafter referred to as the "Property".
- 1.2 In order to establish an orderly, general use plan for the improvement and development of the Property, the Developer desires to adopt certain conditions, covenants, easements and restrictions upon all the Property shall be held, improved, transferred and conveyed.

Article 2

General Provisions

- 2.1 The Developer hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the restrictive covenants, conditions and easements herein set forth, each and all of which shall be to the benefit of and pass with each parcel of the Property and shall apply to and bind the owners thereof and their respective heirs, assigns and successors.
- 2.2 The Property is subject to the covenants, conditions, restrictions and easements hereby declared to insure proper use and appropriate development and improvement of each Building Site to:
- a. Protect the Owners (as defined herein) against such improper use of surrounding Building Sites as would depreciate the value of their property;
 - b. Guard against the erection on Building Sites of structures built of improper or unsuitable materials;
 - c. Ensure adequate and reasonable development of the Property;

- d. Prevent haphazard and inharmonious improvements on appropriate Building Sites;
- e. Secure proper setbacks from streets, and adequate opens spaces between structures; and
- f. Provide adequately for a high-quality type of improvement on the Property.

2.3 Every entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property. All restrictions, conditions, covenants and agreements contained herein are made:

- a. For the direct, mutual and reciprocal benefit of each and every part and parcel of the property;
- b. To create a mutual, equitable servitude upon each Building Site;
- c. To create reciprocal rights and obligations between the respective Owners and all Building Sites; and
- d. To the Owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of the rest of the Property.

2.4 Definitions

- A. "Building Site" shall mean any contiguous parcel of land composed of a portion of the Property which is shown on any recorded plat of all or a portion of the Property, and which is suitable for construction and Improvements.
- B. "Common Areas" means and refers to those areas of the Property which are not Building Sites. Common areas include, but are not limited to parks, median strips, drainage areas, private rights-of-way and easements, ponds, common storm water management facilities, utility easements, beautification easements, dams, sign location areas, and sign located areas therein.
- C. "Common Expenses" shall mean those expenses that will be shared by all the Owners and identified or suggested by this plan.
- D. "Declaration" means this Declaration of Covenants, Conditions, Restriction and Easements for the Saxe Gotha Industrial Park as the same may be amended or modified from time to time as provided herein.

environmental, land use and zoning, building codes, storm water and drainage, and planning laws, ordinances and regulations.

- 8.5 Indemnification and Hold Harmless All Owners and the Developer are each exclusively responsible for the portions of the Property which they own and their activities, developments, and operations thereon. The Owners shall indemnify and hold harmless the Developer, including, without limitation, for the costs and expenses of defending, including attorney's fees, where applicable, against all liability and claims of any nature, for activities, development and operations occurring on such Owner's property or by such Owner, except that occurring as a direct result of the Developer's willful acts or negligence. Provided further, the prevailing party or parties (whether one or more Owners and the Developer) in any proceeding shall be entitled to recover from the losing party (whether one or more Owners or the Developer) against whom a final unappealable order is issued such prevailing party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorney's fees and expenses incurred in connection with or related to such proceeding in such amounts as may be fixed by the court in such proceedings.
- 8.6 Paragraph Headings Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 8.7 Effect of Invalidation If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
- 8.8 Notice If at any time after the execution of this declaration it shall become necessary or convenient for the Developer or an Owner to serve any notice, demand or communication, such notice shall be in writing signed by the party serving the same and shall be deemed to have been delivered (a) when delivered to the intended party or by facsimile with facsimile acknowledgment of receipt personally, (b) at 5:00 P.M. on the business day after the date delivered to any nationally recognized private mail or courier service (Federal Express, UPS, Airborne or such similar service), postage paid and sent for next day delivery (c) at 5:00 P.M. on the third business day after the date deposited in the registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows:

The Developer:
Attention: County Administrator
Lexington County, 212 South Lake Drive
Lexington, South Carolina 29270
Facsimile: 803.359.8101

An Owner:
At the address of the Owner's Building Site, and if to any other entity, at the address of the Building Site which is the subject of such notice or communication.

- E. "Developer" shall mean Lexington County Economic Development Committee. Any decision made by the Developer hereunder may be made by the Lexington County Economic Development Committee. A document executed by the Lexington County Council shall be conclusive evidence of a decision by the Developer, shall be legally binding on the Developer and the Original Owner, and the Owner of a Building Site shall be entitled to rely on such document.
- F. "Improvements" shall mean any and all structures, betterments, construction and/or made or placed upon any Building Site, or any portion thereof, and shall include, without limitation, all changes in site topography, lighting fixtures, communications equipment, underground utilities, all buildings, outbuildings, roofed structures, parking areas, roads, loading docks, loading areas, fences, wall hedges, landscaping, mass plantings, poles, signs, monuments, sculptures, driveways, ponds, lanes, pools, lawn, drives, tress and shrubs, picnic facilities, recreation facilities and any structure of any type of kind.
- G. "Owner" shall mean any party and its successors, assigns, heirs and legal representatives owning a record fee simple interest or any leasehold interest in and to any Building Site or portion thereof; provided however, the term "Owner" shall not include any person or entity having an interest merely as security for the repayment of indebtedness or the performance an obligation. To the extent that either the Developer meets the criteria for ownership set forth herein, it shall be deemed an Owner hereunder in addition to possession of the rights, powers, privileges, obligations and duties hereby specifically imposed upon and granted to them as the Developer.
- H. "Property" shall mean that Property described in Exhibit "A" which is attached hereto and made a part hereof.

Article 3

Regulation of Improvements

- 3.1 Approval of Plans and Specifications No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications therefore have been approved by the Developer, as provided in **Part 5**, hereof , or which when constructed do not conform to the requirements set forth herein, except as otherwise provided herein.
- 3.2 Pre- Construction Meeting Prior to the commencement of construction on any Building Site including site grading, a pre-construction meeting shall be conducted. The meeting shall include the Developer and its representatives, the Owner or the Owner's representative and the contractor including the site grading contractor.
- 3.3 Construction Vehicular Traffic For the purpose of coordinating construction traffic on the Property during construction, the Developer shall have the right to control construction traffic on the Property during construction as well as access to a Building Site; provided , however, Developer shall at no times deny an Owner access to the materials, equipment, personnel and other personal property.

- 3.4 Completion of Construction After commencement of construction of any Improvement on any Building Site, the Owner shall diligently prosecute the work to the end that the Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion. All improvement shall be completed within one (1) year after approval of plans by the Developer. During construction, the Owner shall cause the Building Site to remain in reasonably neat and orderly condition, shall prevent the accumulation of trash, and shall prevent runoff surface water and soil from the Building Site onto adjacent property or streets. If, at the end of the above stated one year period, construction of any Improvement is not being diligently pursued by the Owner, then the Developer shall have the option to proceed with such construction and may cost incurred by the Developer relative to such construction shall be paid by the Owner and shall constitute a lien on the Building Site and Improvement until paid and any be collected by the Developer together with all costs of collection from the nonpaying Owner by appropriate legal action. Any such lien shall be subordinate to any first mortgage lien on the affected Building Site.
- 3.5 Excavation No excavation shall be made on any Building Site except in connection with construction of improvements thereon and except in connection with storm water management systems. Upon completion of construction of improvements on the Building Site exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.
- 3.6 Storm Drainage All storm drainage on a Building Site shall meet and comply with all applicable county, state, and federal laws and regulations governing storm water drainage. Each Owner shall at all times manage and maintain all drainage facilities within its Building Site in a safe, clean, orderly, neat and operable condition. All Building Sites are subject to all applicable county, state and federal laws and regulations regarding storm water drainage which may be more stringent than this Declaration.
- 3.7 Landscaping All Building Sites shall be landscaped to promote compatible and substantially continuous landscape treatment throughout the Property, to provide for a neat and well maintained appearance in areas not covered by buildings or parking, to minimize adverse visual and environmental impact on large surface areas, to promote the quality image of the Property, and to safeguard and enhance property values.

Plans and specifications for landscaping shall be submitted to the Developer for review prior to installation. Such plans should indicate the type of sodding, the type of seeding, type of trees to include, the location, size, type and height of each planting. Such plans should reflect and take into account any landscaping which exists on the Property including, but not limited to existing trees, if any, on the Building Site. Such plans shall, at a minimum, comply with all planning and zoning ordinances and requirements of building authorities of Lexington County.

The area of any Building Site and the area between the Building Site property line and street curb line or ditch shall be landscaped by the Owner of such Building Site, except for areas covered by buildings, paved areas and sidewalks. Beautification easements if

located within the Building Site shall be maintained by the Owner to provide a visual barrier to screen the property from streets, roads, and adjacent property.

Paved parking between a building and street frontage property line shall be at least twenty-five (25) feet (which shall include any designated easements) from the street frontage property line. The area between the paved parking and the curb line of the street shall be suitably landscaped with either berms or other landscape treatment which may include ground cover. Where paving adjacent to any side property line, a minimum of five (5) feet of landscaping shall be provided along the side property line.

All landscaping shall be install within sixty (60) days after substantial completion of construction, weather permitting. Landscape areas shall be perpetually maintained in a slightly and well-kept condition including such replanting and replacement as is from time to time necessary. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, The Developer may, at its option, after giving the Owner ten (10) days written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Building Site shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Building Site in accordance with the landscaping plan. If the Developer undertakes and completes such landscaping because of the failure of the Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within thirty (30) days after written notice of such assessment from Developer, said assessment will constitute a lien on the Building Site and may be enforced as set forth in this agreement.

3.8 Signage Any and all signs located on the Property shall conform to the following standards:

- A. All signs, including identification, directional, vehicular control, temporary and informational including, but not limited to, those in the setback areas, on loading docks, parking facilities, on buildings, and storage areas, along with appropriate plans and specifications shall be first submitted to the Developer for written approval of conforming with these Declarations, which approval shall not be unreasonably withheld. Such plans and specifications for any sign shall include, but not limited to, the color(s), dimensions, locations on the site, height, copy, type of illumination, and other characteristics. No sign shall be erected on the property without prior written approval of the Developer.
- B. No neon signs shall be permitted upon the property;
- C. Signs may be electrified but shall not be flashing or moving;
- D. No monument sign located on the property shall exceed a height of ten (10) feet measuring from the elevation of the ground immediately beneath said sign to the top of said sign. No sign shall protrude above the Building line or parapet. There shall be no more than two (2) signs per building façade;

- E. Signs may not be located in dedicated easements;

All signs must conform to the setback requirements of Lexington County; and

- F. Notwithstanding anything contained in these Declarations to the contrary, the Developer in its sole discretion may approve or refuse requests for variances to these sign requirements on a case by case basis.

3.9 Loading Areas Loading and receiving areas shall not be permitted in the front yard of any Building Site or in the side yard that fronts on any interior (within the Property) public road and the frontage of any Building Site, except with the prior written approval of the Developer. Proper integration of landscape and screening elements as approved by the Developer must be provided between any truck loading and receiving area and any street.

3.10 Outside Storage Materials, supplies, equipment, finished or semi-finished products or articles of any nature may not be stored or permitted to remain on any Building Site outside the main building located thereon unless approved by the Developer. Any outside storage is strongly discouraged. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without prior written approval of the Developer.

3.11 Parking Adequate off street parking shall be provided by each Owner for employees, tenants, occupants, customers and visitors. The location, number and size of parking spaces shall be subject to review by the Developer, and shall conform to all applicable Lexington County zoning ordinances and other governmental regulations. However, at no time shall the minimum standards for parking be any less than the total of the following: One (1) space for each two (2) employees on the largest shift; one (1) space for each member of the managerial or office staff; one (1) visitor parking space for each ten (10) persons on the managerial staff; and one (1) space for each vehicle used directly in the conduct of business.

No parking shall be permitted on any street or place other than the paved parking spaces provided for in this Declaration. No parking shall be permitted within dedicated easement areas.

3.12 Utility Connections All utility connections, including all electrical and telephone connections and installation of wires to improvements shall be made underground from the nearest available power or utility source. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power pole or hung the outside of any building or other improvements, but the same shall be placed at or below ground level, and where placed at ground level, shall be adequately screened. Notwithstanding the foregoing, overhead and telephone connections shall be permitted during the construction period of the improvement.

3.13 Fences No fence, wall, hedge, or mass planting shall be erected, installed, or permitted without written approval of the Developer which approval shall not be unreasonably withheld.

- 3.14 Exterior Lighting All exterior lighting of any nature on any Building Site shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the Developer which approval shall not be unreasonably withheld. Exterior lighting on all Building Sited shall be limited to signs and security and safety illumination of driveways, parking lots, walks, building entrances, loading and service areas and exterior lighting of overall building services. Lighting shall be compatible and harmonious throughout the Property and shall be keeping with the exterior design of the Building Site in question.
- 3.15 Maintenance of Building and Landscaped Areas Each owner shall keep all Improvements on a Building Site in a safe, clean, maintained, neat condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Building Site.
- A. Rubbish, trash, garbage, or other waste shall be kept only in appropriate containers. All equipment for the storage or disposal of such materials shall be kept in clean and neat condition. Rubbish and trash and other waste shall not be permitted to accumulate or be disposed of on the Property by burning or burial;
 - B. All signs permitted will be maintained in neat and orderly manner and repainted or repaired promptly as required;
 - C. All paved areas, driveways and concrete aprons on a Building Site shall be kept in good repair, and swept clean from dirt and silt;
 - D. All steep banks and slopes shall be maintained with suitable grasses, trees and shrubs to prevent exposure of dirt and clay, and an unsightly appearance;
 - E. No improvements to any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each such Improvement shall at all time be kept in good condition and repair, properly maintained and adequately painted or otherwise finished;
 - F. All planted grasses, trees, shrubs or other plantings shall be maintained consistently in a neat, orderly and healthy manner;
 - G. Each Owner shall pay his pro rata portion of the gross expenses for the maintenance (including landscaping maintenance), repairs, replacements and services required in connection with the Property Used in Common. Such expenses shall include, but not be limited to lighting, signing, landscaping, cleaning and insurance premiums. (Pro rata shall mean the percentage by comparing the Owner's Building Site to the total property excluding Property Used in Common).
 - H. In the event the Owner of any Building Site shall fail to comply reasonably with all of the requirements of this section 7.1, the Developer and its successors shall have the right, but not the duty, to take corrective action at the expense of the Owner;

- 3.16 Height Restrictions No building or appurtenance including, but not limited to, water towers, stand pipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts and antennae, or flagpoles shall exceed heights prescribed or approved by the Developer or applicable zoning ordinances; provided, the Developer will not unreasonably withhold approval of such Improvements.
- 3.17 On-Site Drainage Each Building Site Owner shall be required to provide adequate drainage facilities, in accordance with the existing storm system, existing topography and by such methods as may be approved by the Developers. Once established, the drainage system may not be changed by an Owner without approval of the Developer and the system will be maintained to provide for subsurface water drainage in accordance with the drainage pattern established.
- 3.18 Building Materials and Design
- A. Exterior Walls The exterior walls of all buildings shall be of such materials, design and colors as may be approved by the Developer. All concrete masonry units or concrete panels shall be finished in stone, textured, or coated tastefully.
 - B. Canopies Design of canopies shall be in keeping with the design of the buildings including color coordination;
 - C. Coverage Unless otherwise approved by the Developer, no more than forty-five (45%) of the gross acreage of a Building Site may be covered by building(s);
- 3.19 Setbacks Except in those circumstances where the Building Site and topography do not permit, all Improvements on any Building Site shall be constructed to observe and honor the following setback requirements:
Front (or fronts, in the case of a corner lot) – 50 feet;
Sides (including all non-front, in the case of a corner lot) – 20 feet; and
Rear (where applicable, as in the case of a non-corner lot) – 30 feet.
- 3.20 Right to Subdivide No Owner, other than the Developer, may subdivide or re-subdivide in any way alter the size, shape, or area of any Building Site by any Owner, other than the Developer. The prohibition against subdivision of any Building Site by any Owner, other than the Developer, as contained in this paragraph, shall survive any conveyance by the Developer to any Owner or any conveyance to any successor Owner.

Article 4

Operational Standards

- 4.0 Permitted Uses Building Sites shall only be utilized for the development and construction of improvements, ownership, and operation of and/or leasing to tenants for the operation of one or more light and medium industrial uses, office, manufacturing, warehousing, distribution,

engineering, research facilities, testing facilities, laboratories; uses accessory to those set forth in the immediately preceding section; and any other uses approved by the Developer (which approval shall not be unreasonably withheld) or permitted by applicable zoning codes.

No noxious or offensive trades, services or activities shall be conducted on any Building Site nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owner, tenant or occupant of Other Building Sites within the Property by reason of unsightliness, or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

The following uses shall not be permitted:

- A. Truck terminal or storage facility;
- B. Scrap yard storage;
- C. Automotive garage, repair or sales facility;
- D. Building material storage and lumberyard, coal or wood yard, and stone or monument works;
- E. Auto wrecking, salvage yards, used material yards, storage of baling of waste or scrap paper, rags, scrap metals, bottles or junk;
- F. Bag cleaning;
- G. Boiler and tanker works;
- H. Central mixing plant for asphalt, mortar, plaster or concrete;
- I. Any quarrying operation;
- J. Uses determined by the Developer to be unsafe or dangerous, such as those creating explosion or radiation hazards;
- K. Uses determined by the Developer to constitute a nuisance which include but shall not be limited to odor; dust, fumes, smoke, noise, vibration, electro-mechanical disturbance, refuse matter or water-carried waste.

4.1 Damage or Destruction of Improvements Any improvements on any Building Improvement damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or of the like, shall be repaired and restored or replaced immediately, including the removal of debris or if it should be determined by the Owner thereof not to repair or replace such Improvement then the Improvement shall be removed from its Building Site and thereafter the Owner shall maintain the Building Site in a graded, maintained condition until the Building Site is again improved in accordance with the

provisions hereof. In no instance shall any damaged Improvement remain on the Building Site unrepaired or un-removed for a period in excess of ninety (90) days from the date said casualty; provided, however, if the Owner commences reasonable commercial efforts within thirty (30) days of the casualty and diligently pursues such repair or removal, such ninety (90) day period shall be extended by the amount of time that is reasonably required to accomplish the repair or removal with the exercise of reasonable commercial diligence.

- 4.2 Right to Enter During reasonable business hours after at least one hour prior notice to the Owner, the Developer or its authorized agents, shall have the right to enter any Building Site, but not insides of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Developer or its agents must present themselves at the main office of the Owner on the Building Site or at such other comparable location at the Building Site, present appropriate identification and/or credentials to the Owner or Owner's authorized representative prior to any further inspection of the Building Site, and, at the Owner's discretion, be accompanied by the Owner or the Owner's representative during any such inspection. Any such entry shall constitute an authorized entry, and the Developer or its representatives shall not be deemed guilty of trespass or constructive eviction by reason thereof.

Article 5

Approval of Plans; Variances: Easements

- 5.1 Approval No improvement shall be erected, placed, replaced, altered, maintained or permitted to remain on any Building Site which does not conform to the requirements of this Declaration and with all applicable laws, ordinances, and regulations then in effect, including without limitation, any land use and zoning regulations, building codes, environmental laws and regulations, storm water and drainage laws and regulations, building codes, environmental laws and regulations, storm water and drainage laws and regulations, and planning laws and regulations. An Owner shall submit to the Developer for approval plans and specifications showing site plan, drainage plan, and all exterior elevations, with materials and colors therefore, and landscaping plans. As long as the plans and specifications comply with the terms of this Declaration, the Developer shall not unreasonably withhold approval of the Owner's submission. Approval shall be based on compliance with this Declaration.
- 5.2. Timing for Approval If the Developer fails to approve or disapprove such plans and specifications within (30) days after a complete package if the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications.
- 5.3 No Damages Neither the Developer, or its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the Developer for approval, or to any Owner affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every entity which submits plans to the Developer for approval agrees by submission of such plans,

and every Owner of any Building Site agrees by acquiring title thereto or interest therein that it will not bring any action or suit against the Developer to recover any such damages based upon the aforesaid causes.

- 5.4 Variations The Developer, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing Improvements on the Property. Any variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably appoint the Developer, its successors and assigns, as their true lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.
- 5.5 Easements The Developer shall have the right, in its reasonable discretion, to grant easements through, across, over and under any of the Property for the purposes of all electric, water, sewer, storm drainage, gas, telephone, cable television, security systems and all other utilities necessary or desirable, for the benefit of any Building Site; provided such easements do not interfere with existing improvements constructed, or in the process of being constructed on Building Sites; and, provided further, such grants of easement shall not extend more than twenty (20) feet perpendicularly beyond any side, front, or rear lot line of a Building Site.

Article 6

Enforcement

- 6.1 Responsibility of Owner Each Owner shall be responsible for compliance with the terms, conditions and provisions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.
- 6.2 Abatement and Suit Violation or breach of any restriction herein contained shall give to the Developer and every Owner subject to this Declaration, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions including without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover actual damages for said violation.
- 6.3 Deemed to Constitute a Nuisance Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Developer or by the Owner.

- 6.4 Attorney's Fees Any legal or equitable proceedings for the enforcement of this Declaration or any provision hereof, the prevailing party or parties in any such proceeding shall be entitled to recover from the losing party against whom a final unappealable order is issued the prevailing party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorney's fees and expenses incurred in connection with or related to such proceedings in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.
- 6.5 Failure to Enforce Not a Waiver of Rights The failure of the Developer or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Developer for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.
- 6.6 Equitable Relief Notwithstanding anything to the contrary contained in this Declaration, from time to time, the Owner of a Building Site shall have the right to commence proceeding or proceedings against the Developer and/or one or more other Owners for one or more restraining orders, injunctions, declaratory relief and/or other equitable relief and the prevailing party or parties in any such proceeding(s) shall be entitled to recover from the losing party or parties against whom a final unappealable order is issued the prevailing party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorney's fees and expenses occurred in connection with or related to such proceeding(s) in such amounts as may be fixed by the court in such proceeding(s).

Article 7

Term, Termination, Modification and Assignment

- 7.1 Term This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring twenty (20) years from the date hereof.
- 7.2 Termination and Modification This Declaration, or any provision hereof, or any covenant, or restriction contained herein, may be terminated, extended, modified, or amended as to the whole of the Property, with the written consent of the Owners of sixty-five percent (65%) of the total acreage of Building Sites, provided, no such termination, extension, modification or amendment shall be effective without the written approval of the Developer so long as Developer owns at least fifteen percent (15%) of the acreage of all Building Sites.
- 7.3 Assignment of Developer's Rights and Duties The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon

Owners) may be transferred to any successor or assignee of the Developer which succeeds to the Developer's interest in the Property.

- 7.4 Assignment of Owner's Rights and Duties The rights, powers, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to any entity acquiring Owner's interest in a Building Site or any lessee or sub lessee of such Owner. The instrument by which the interest of any Owner in a Building Site is acquired shall recite that it is subject to this Declaration of Restrictive Covenants, Conditions and Easements and shall contain an agreement by the transferee to be bound by all of the terms and conditions thereof.
- 7.5 Right of Re-Purchase If construction of any industrial or other approved building is not substantially completed within two years of the date of the conveyance of any tract from the Developer to an Owner, other than Developer, Developer shall have the right to re-purchase the Building Site at any time within one hundred eighty (180) days after the expiration of said two-year period upon giving fifteen (15) days prior written notice of its intention to re-purchase to said Owner. The re-purchase price shall be the price paid by Owner for the Building Site when purchased from Developer plus reimbursement for any real property taxes by Owner relating to Building Site, less the unpaid balance of any mortgage, deed of trust, or other amounts, nonpayment of which may be assessed as liens against the Building Site. The provisions of this Article may be enforced by an action at law maintained by the Developer.

Article 8

Miscellaneous Provisions

- 8.1 Constructive Notice and Acceptance Every entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property.
- 8.2 Mutuality, Reciprocity, Runs with the Land All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create a mutual, equitable rights and obligations between the respective Owners of all Building Sites; and shall, as to the Owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of the rest of the Property.
- 8.3 Inurement This instrument shall bind and inure to the benefit of the Developer and all Owners, and their respective successors, assigns, heirs or legal representatives.
- 8.4 Compliance with Laws and Regulations All other provisions of this Declaration notwithstanding, all Owners of Building Sites shall comply with all laws, ordinances, and regulations pertaining to the ownership and use thereof, including, without limitation, all

environmental, land use and zoning, building codes, storm water and drainage, and planning laws, ordinances and regulations.

- 8.5 Indemnification and Hold Harmless All Owners and the Developer are each exclusively responsible for the portions of the Property which they own and their activities, developments, and operations thereon. The Owners shall indemnify and hold harmless the Developer, including, without limitation, for the costs and expenses of defending, including attorney's fees, where applicable, against all liability and claims of any nature, for activities, development and operations occurring on such Owner's property or by such Owner, except that occurring as a direct result of the Developer's willful acts or negligence. Provided further, the prevailing party or parties (whether one or more Owners and the Developer) in any proceeding shall be entitled to recover from the losing party (whether one or more Owners or the Developer) against whom a final unappealable order is issued such prevailing party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorney's fees and expenses incurred in connection with or related to such proceeding in such amounts as may be fixed by the court in such proceedings.
- 8.6 Paragraph Headings Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 8.7 Effect of Invalidation If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
- 8.8 Notice If at any time after the execution of this declaration it shall become necessary or convenient for the Developer or an Owner to serve any notice, demand or communication, such notice shall be in writing signed by the party serving the same and shall be deemed to have been delivered (a) when delivered to the intended party or by facsimile with facsimile acknowledgment of receipt personally, (b) at 5:00 P.M. on the business day after the date delivered to any nationally recognized private mail or courier service (Federal Express, UPS, Airborne or such similar service), postage paid and sent for next day delivery (c) at 5:00 P.M. on the third business day after the date deposited in the registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows:

The Developer:
Attention: County Administrator
Lexington County, 212 South Lake Drive
Lexington, South Carolina 29270
Facsimile: 803.359.8101

An Owner:
At the address of the Owner's Building Site, and if to any other entity, at the address of the Building Site which is the subject of such notice or communication.

- 8.9 Time Computation In computing any period of time prescribed or allowed in this Declaration, the day of the delivery notices, the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is Saturday, a Sunday, or a legal holiday. When the period of time prescribed or allowed is less than eleven (11) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. As used in this Agreement, "legal holiday" includes New Years Day, Martin Luther King Jr's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States, or by the State of South Carolina.

IN WITNESS WHEREOF, the Developer has executed this Declaration to be effective
_____, 2007.

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: Continuing Education Grant for SC Public Library Staff/Trustees

Fund: 2300 Library Operations Department: 230099 Library/Non-Departmental
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview:
 This grant will be used to pay the majority of expenses for a staff member, Lolly Petroff of the Cayce-West Columbia Branch, to attend the American Library Association annual conference to be held in Washington, DC on June 22-25, 2007. The grant will be \$980, which will pay for registration, lodging, and transportation. The County's portion will be \$120 for food and \$597 which will be the in-kind portion of her salary while she is at the conference.

980 - grant
 120 - cash match
 597 - in-kind match
 1,697

Grant Period: October 1, 2006 to September 30, 2007

Responsible Departmental Grant Personnel: Dan MacNeill, Director of Library Service

Date Grant Information Released: February 1, 2007 Date Grant Application Due: May 22, 2007

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

Personnel	\$	-
Operating	\$	1,697.00
Capital	\$	-
Total		\$ 1,697.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	58	\$980.00	
	42	\$717.00	
	%	\$ Amount	

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

None

Dept. Preparer:	DM	4/9/2007
Dept. Approval:	DM	4/9/2007
Finance Approval:	AD	4/10/2007
	<i>Initials</i>	<i>Date</i>



LEXINGTON COUNTY
Public Library System

MEMORANDUM

Main Library
5440 Augusta Rd.
Lexington, SC 29072
(803) 785-2600

Batesburg-Leesville
Branch
203 Armory St.
P.O. Box 2187
Batesburg, SC 29006
(803) 532-9223

Cayce-West Columbia
Branch
1500 Augusta Rd.
West Columbia,
SC 29169
(803) 794-6791

Chapin Branch
129 NW Columbia Ave.
P.O. Box 700
Chapin, SC 29036
(803) 345-5479

Gaston Branch
214 S. Main St.
P.O. Box 479
Gaston, SC 29053
(803) 791-3208

Gilbert-Summit
Branch
405 Broad St.
P.O. Box 341
Gilbert, SC 29054
(803) 785-5387

Irmo Branch
6251 St. Andrews Rd.
Columbia, SC 29212
(803) 798-7880

Pelion Branch
206 Pine Street
P.O. Box 309
Pelion, SC 29123
(803) 785-3272

Swansea Branch
240 Monmouth Ave.
P.O. Box 130
Swansea, SC 29160
(803) 785-3519

Bookmobile
(803) 785-2649

www.lex.lib.sc.us

TO: County Council

FROM: Dan MacNeill *DM*

RE: State Library Grant Application

DATE: April 9, 2007

I would like to ask permission to apply for a Continuing Education Grant using Federal funds administered by the State Library. This grant will be used to pay the majority of expenses for a staff member, Lolly Petroff of the Cayce-West Columbia Branch, to attend the American Library Association annual conference to be held in Washington, DC in June 2007.

The amount of the grant is \$980.00, which covers registration, lodging, and transportation. The Library matching share is \$717.00, which is the per diem amount for food and Lolly's salary for the period she will be at the conference.

Thank you for consideration of this request.

FOR SCSL USE ONLY --
LSTA Sub-Grant Award # _____
FFY 2007 Program Funds
CFDA No. 45.310
FY 2007 Appropriations

#LS-00-07-0041-07
South Carolina State Library
1430 Senate Street
P.O. Box 11469
Columbia, S.C. 29211

**CONTINUING EDUCATION (CE) GRANTS FOR S.C. PUBLIC LIBRARY STAFFS/TRUSTEES
FFY 2007 PROGRAM FUNDS, P.L. 108-81, As Amended
South Carolina State Library**

Application -- Part I of III

Please return one (1) copy of all three parts with original signatures to:

ATTN: Guynell Williams, Federal Grant Manager
South Carolina State Library
P.O. Box 11469
Columbia, SC 29211-1469

Relationship to the State Library's LSTA 5-Year Plan

Goal I – Enhance the informational services environment of South Carolinians by improving access to library resources and materials through the superior guidance and training of professional librarians and support staff.

Relationship to Federal LSTA Purposes

Purpose # 1 - Expanding services for learning and access to information and educational resources in a variety of formats, in all types of libraries, for individuals of all ages.

Applicant is the library, not the participant.

Estimated number of persons in target audience for grant: 116

This is an estimate of the number in the target group who will directly benefit from the training the staff member is to receive. For example total number of young adult borrowers, total staff of a department, etc. A description of the target group and their need for the services or expertise that is expected to result should be included in parts II and III of this application.

- I. The Board of the **Lexington County Public Library** Library, in order to improve library service through the CE of library personnel and trustees, submits this application for a Library Services and Technology Act sub grant of \$ **980.00**.
- II. The Board proposes to use the funds in accordance with the project described in the application. The Board agrees that the amount of local funds budgeted for staff development will not be reduced due to receipt of LSTA grant funds.
- III. Participants may be required to submit an article, newspaper interview, or make formal or informal presentations at South Carolina State Library sponsored workshops and events.

Applicant Signature (Library Director or Board Chair ONLY)

Date

NOTE: Neither the preparation nor the submission of an application guarantees final approval of an LSTA CE sub grant request.

FOR SCSL USE ONLY --

LSTA Sub-Grant Award # _____

FFY 2007 Program Funds

CFDA No. 45.310

FY 2007 Appropriations

#LS-00-07-0041-07

South Carolina State Library

1430 Senate Street

P.O. Box 11469

Columbia, S.C. 29211

CONTINUING EDUCATION (CE) GRANTS FOR S.C. PUBLIC LIBRARY STAFFS/TRUSTEES

FFY 2007 PROGRAM FUNDS, P.L. 108-81, As Amended

South Carolina State Library

Application -- Part II of III

Please return one (1) copy with original signatures to:

ATTN: Guynell Williams, Federal Grant Manager, SC State Library, P.O. Box 11469, Columbia, SC 29211-1469

THIS CONTRACT PAGE MUST BE COMPLETED BY THE LIBRARY DIRECTOR

Please complete a separate page for each participant. **Library directors applying for CE grants should consult with library board chairs and should have this form signed by their board chair.**

This grant will be awarded by the Board to **Lauren Alice Weaver Petroff "Lolly"**, who began service on **October, 2003** and currently holds the position of **Circulation Librarian** and works **40** hours per week.

1. Describe the current position and responsibilities of the above named participant OR attach a copy of the participant's current position description.

See Attachment A

2. Describe how the CE event that is to be funded by the LSTA grant will improve the level of services provided by the library to its clientele. Document the relationship to both the state and federal goals cited in Part I of this application. Please be specific. Include a description of the target group and their need for the services or expertise that is expected as a result of the staff member's participation in the CE event. (See *LSTA 2007 Guidelines*)

See Attachment B

Signature (Library Director or Board Chair ONLY)

Date

*Attach additional sheets as needed.

FOR SCSL USE ONLY --
LSTA Sub-Grant Award # _____
 FFY 2007 Program Funds
 CFDA No. 45.310
 FY 2007 Appropriations

#LS-00-07-0041-07
 South Carolina State Library
 1430 Senate Street
 P.O. Box 11469
 Columbia, S.C. 29211

**CONTINUING EDUCATION (CE) GRANTS FOR S.C. PUBLIC LIBRARY STAFFS/TRUSTEES
 FFY 2006 PROGRAM FUNDS, P.L. 108-81, As Amended
 South Carolina State Library
 Application -- Part III of III**

Please return one (1) copy with original signatures to:
 ATTN: Guynell Williams, Federal Grant Manager, SC State Library, P.O. Box 11469, Columbia, SC 29211-1469

THIS PAGE MUST BE COMPLETED BY THE PARTICIPANT

Please complete a separate page for each CE event for which LSTA funding is sought. A **description of the CE event** (e.g., brochure, registration form or other equivalent documentation) **OR a reference to the appropriate web site with the event information must be included with the application.**

Name of CE event: Annual Conference of the American Library Association

Sponsoring Organization: American Library Association www.ala.org

Location: Washington, D.C.

Date(s): June 22, 23, 24, 25, 2007

Participant Name and title (Please print): Lauren Alice Weaver Petroff "Lolly"

Proposed Budget: See 2007 LSTA Guidelines for information on budget preparation for LSTA projects. Although in-kind support may be factored in to meet the 34% required match, cash support from state, local, and other non-federal funding sources is strongly recommended as evidence of local involvement and a commitment to the expected outcomes.

	LSTA Funds	Matching Funds**			TOTAL EXPENSES
		State Aid	Local	Other	
Registration	175.00				
Lodging	600				
Transportation	205.00				
Incidentals*			717.00		
TOTAL	980.00				

****Attach a separate sheet.** Specify which matching dollar amounts are in-kind contributions (the value of goods and services provided toward the project, e.g., staff time). Specify incidentals. Include only allowable costs. See 2007 LSTA Guidelines for information on allowable/unallowable costs.

Narrative Section

ATTACH A SEPARATE SHEET. Describe your expectations as to how this CE event will enhance your current level of performance/expertise and your role in improving library services to the target group described in Part II; include any additional relevant information about the target group and their need for the services. Focus on expected outcomes.

Participant's Signature: _____ **Date:** _____

Attachment A

Lolly Petroff is a librarian and is the manager of the circulation department at the Cayce- West Columbia Library branch of the Lexington County Public library system. She manages, schedules, and evaluates circulation staff. She assists patrons at the circulation desk, provides readers advisory, and produces signs and brochures promoting the library's resources. Lolly selects for and manages the adult fiction collection. She creates and conducts programs for adults such as book discussions, summer reading and a monthly lunch and learn series. She acts as manager on duty in the absence of supervisors and is trained to cover other departments as necessary.

Attachment B

LSTA grants are to be used for "Expanding services for learning and access to information in a variety of formats in all libraries, developing and improving electronic or other linkages and networks connecting providers and consumers of library services and resources." South Carolina as a state is attempting to expand access to learning and computer connectivity by creating a "statewide universal wireless network and a laptop computer program for eighth- graders by the end of 2008" Libraries are also using technology to effectively improve service and the buzz phrase is "Library 2.0". Wikipedia states that, "Ultimately, the Library 2.0 model for service will replace traditional, one directional service offerings that have characterized libraries for centuries." The term is everywhere and even the SCLA annual conference title is, "Library 2.0 – Taking South Carolina Libraries to the People". Is Lexington County ready for library 2.0? By attending the ALA annual conference I want to learn about other libraries and how they are using both technology and the theories behind Library 2.0 to promote and improve library services. I also hope to learn how the proponents of Library 2.0 can strengthen the library's services to the community. I plan to return to the Lexington County library to share what I have learned and to create services and programs using more modernized forms of library service.

Attachment C

Incidentals—salary at 18.66 per hour and per diem at 30.00 per day.

Attachment D

Library 2.0 is a model with which I believe Lexington County Libraries can have great success. I do not think that all of the ideas behind library 2.0 are new, however I do believe that there are many new ways to reach goals that have always been crucial to libraries. Attending ALA will give me the opportunity to learn from other libraries and librarians from around the world about how they are using new technologies and innovative strategies to reach a variety of populations. I expect to hear success stories as well as stories about how programs or services failed. The importance of attending ALA is that I can bring the success stories to Lexington County and present my co-workers with appropriate changes that could be made here. After brainstorming locally, Lexington County can make informed decisions when implementing Library 2.0 concepts. Hopefully, these new concepts will allow the library to offer more effective services and programs and create stronger partnerships within our community.

CONTINUING EDUCATION (CE) LSTA GRANTS FOR S.C. PUBLIC LIBRARY STAFFS/TRUSTEES
P.L. 108-81, As Amended -- Federal Fiscal Year (FFY) 2007 Program Funds
2007 Guidelines – South Carolina State Library

NOTE: References throughout this document are to sections of the 2007 LSTA Guidelines, that are available on the State Library's web site. **Neither the preparation nor the submission of an application guarantees final approval of an LSTA CE sub-grant request.** All are subject to the availability of funds. The Federal Grant Manager and the State Library's CE Coordinator review all submissions.

I. Purpose

The South Carolina State Library awards CE grants to South Carolina public libraries to improve library service through the training and continuing education of public library personnel and trustees.

The specific objectives of the Career Education Services project are:

- To promote well-trained public library boards.
- To provide training opportunities for public library staffs.
- To assist public libraries in meeting South Carolina's professional staffing standards.
- To promote improvement in library services. ✕
- To encourage the development of library services to communities. ✕

II. LSTA CE Sub-Grants Available to SC Public Library Staffs

TYPES OF CE GRANTS	MAXIMUM FUNDS AVAILABLE:
Continuing Education – In-state	Up to \$750.00 for registration and lodging expenses
Continuing Education – Out-of-State	Up to \$1250.00 for registration, lodging, travel (includes incidental expenses)

III. LSTA CE Grant Requirements

- A. A public library must meet all eligibility requirements for SC State Aid.
- B. Staff members must have been employed at least one year and must be working at least twenty (20) hours per week or be engaged in equivalent half time employment.
- C. Trustees must be currently serving or appointed to serve on a county or regional SC public library board.
- D. LSTA funds may not exceed 66% of the total cost of the CE event. There is a 34% required local match. Although in-kind support, e.g., staff time, may be factored in to meet the required match, **a non-federal cash match is preferred.**

IV. CE Grant Application Procedure

- A. **The library, not the participant, is the applicant.**
- B. Complete a Continuing Education application (Parts I – III) for each CE event of interest.
- C. The library director must sign each application.
- D. When the participant is the library director, the board chair must sign the application.
- E. **Submit the application to the Federal Grant Manager of the South Carolina State Library at least four (4) weeks in advance of the CE event. ***

***NOTE:** Exceptions are considered on a case-by-case basis. Public library staffs may contact the South Carolina State Library's CE Coordinator for assistance with development of CE LSTA grant applications.

DI. CE Grant Administration

The South Carolina State Library serves as the official State Library Administrative Agency (SLAA) for the state of South Carolina. The State Librarian is the Chief Officer of South Carolina's SLAA.

The South Carolina State Library must approve all grants prior to the official start date of a CE event. **Reimbursement requests submitted with invoices dated prior to the approval of a sub grant award are not reimbursable. LSTA is a reimbursable program.**

An LSTA CE award is a contract, between the sub grantee, i.e., the public library and the South Carolina State Library, stating that funds received will be expended as outlined in the approved LSTA CE sub grant application.

An official sub grant award contract, signed by the State Librarian, is sent to a sub grantee upon approval of the application. Once issued, the Grant Award Contract identifies (1) the award date, (2) the grant period within which the sub grantee may carry out activities and charge costs to the award, (3) the official sub grant award number (4) the project title and (5) due dates for interim and final evaluation reports. **By accepting the award contract the sub grantee stipulates that it is understood that all obligations and activities will be completed within the Grant Award period and in accordance with all LSTA requirements.**

Changes to an approved LSTA CE Sub Grant award require prior written approval from the South Carolina State Library. Changes implemented by the sub grantee without prior South Carolina State Library approval are not LSTA reimbursable.

The South Carolina State Library adheres to all applicable LSTA requirements pertaining to travel and other CE reimbursements. (*See 2007 LSTA Guidelines*)

VI. Reimbursements

LSTA is a reimbursable program. Reimbursements are made to sub grantees (libraries) upon documentation (per LSTA requirements) of expenditure of funds. (*Use LSTA online forms "Request for Reimbursement", "Travel Support Document/Form", "Request for Transfers or Revisions in LSTA Project Budgets", etc. All forms are available at the State Library's web site. The South Carolina State Library cannot and will not directly reimburse individual CE participants.*)

VII. Evaluation Reports (See 2007 LSTA Guidelines, "Interim and Final Reports")

The participant must submit to the South Carolina State Library a "CE Report and Evaluation" form (*available online*) for each LSTA funded CE event. It is important that evaluations show specifically how CE events impact a staff member's ability to improve service delivery to individuals within the library's service area and specifically to the target group identified in the LSTA CE sub grant project application. Focus on the questions: *What was done for whom and for what impact?* For example, if a participant attending a workshop on providing library services to the visually impaired created, as a result of participation in a CE event, an outreach program that targeted area social services staffs working with the visually impaired that resulted in an increased usage of the library's large print and audio book collections, the participant would document how this was accomplished, as well as how the results were tracked and evaluated.

When the time elapsing between the completion of an event and the due date of an LSTA evaluation report pose a problem for actual implementation and/or use of skills/knowledge obtained, the participant must document the benefits/results obtained to date and the expected long term impact for the improvement of services/resources.

Recipients of LSTA funds may be requested, at the discretion of the South Carolina State Library, to submit an article, newspaper interview, or make formal or informal presentations at South Carolina State Library sponsored workshops and other events.

Questions about the LSTA program or applying for LSTA CE funds may be directed to Guynell Williams, Federal Grant Manager.



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 # M07-01

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

West Side of Charter Oak Road, Lexington

Zoning Classifications: (Current) Restrictive Development (RD) (Proposed) Intensive Development (ID)

TMS#: 004200-05-004, 023 P/O, & 024 P/O Property Owner: Walter Roy Drafts, Randell W. & Amanda F. Drafts, Jerald W. & Margaret B. Drafts

Reason for the request: The change in the zoning classification would reduce the buffer restrictions for any proposed future developments and to coincide with a recent map amendment request on an adjoining 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: 2/8/07 Applicant: Owner [X] Agent [X]

Phone #(s): home (803) 359-3997

Signature: [Handwritten Signature] Printed Name: Walter Roy Drafts

Street/Mailing Address: 2432 Augusta Hwy., Lexington 29072

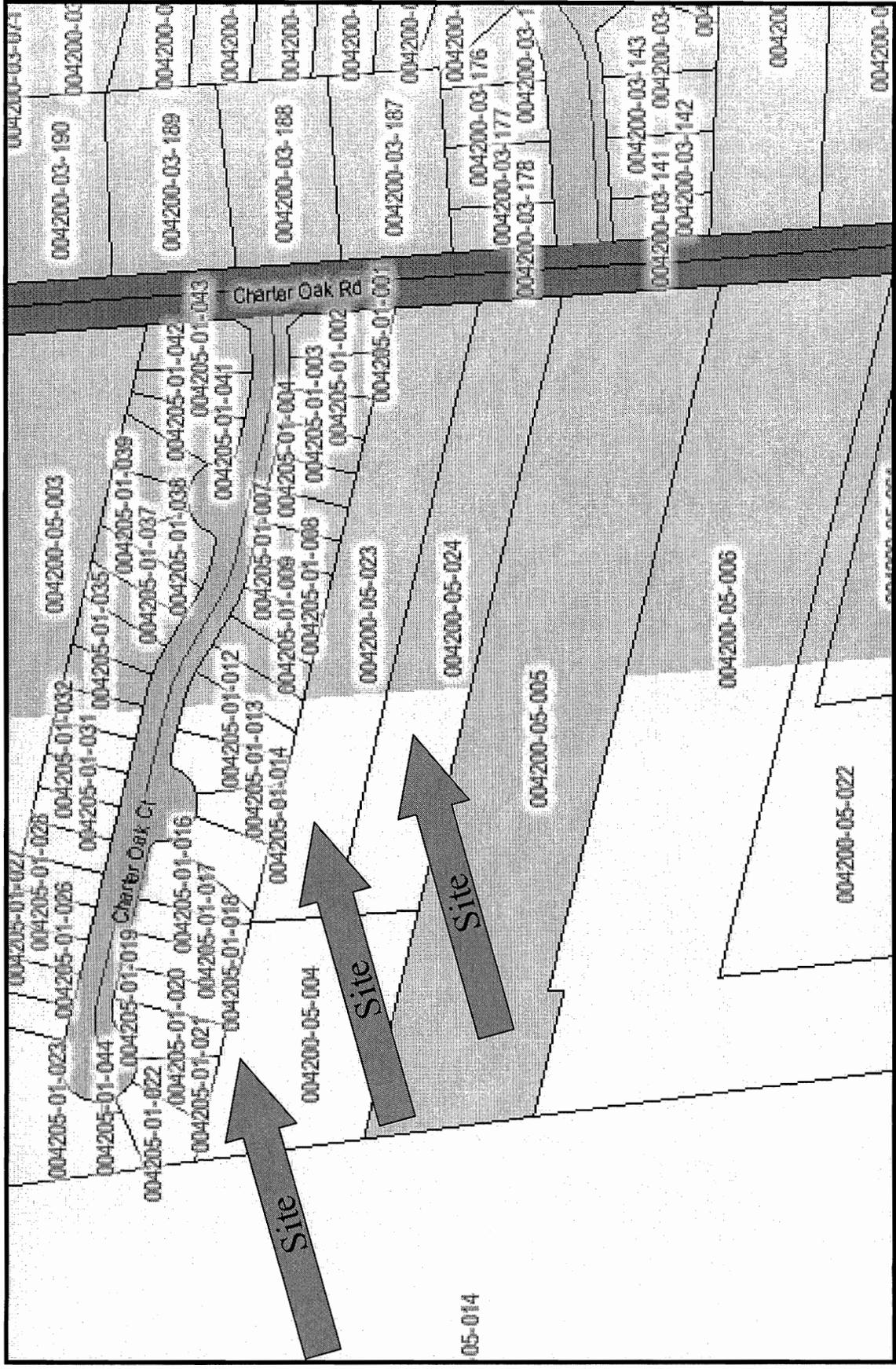
Table with 2 columns: Date, Action. Rows: 2/8/07 Application Received, 2/22/07 Newspaper Advertisement, 2/27/07 Notices Mailed

Table with 2 columns: Date, Action. Rows: 2/8/07 Fee Received, 2/26/07 Property Posted, 3/15/07 Planning Commission

Planning Commission Recommendation: 5-1 Approval, 1 Abstention

Table with 4 columns: Date, Action. Rows: 2/27/07 First Reading, 3/13/07 Public Hearing, Second Reading, Third Reading

Results:



ZONING MAP AMENDMENT REQUEST #M07-01

M07-01
E-mailed CC 3/20/07
DS

Diana Burnett

From: Bruce Hiller [bhiller@lex-co.com]
Sent: Thursday, March 15, 2007 4:16 PM
To: 'Jeffrey Breed'
Cc: 'Diana Burnett'; 'Ronald T. Scott'; 'Walt McPherson'
Subject: RE: Objection

Mr. Breed,

Thank you for compiling a list of your concerns. Via this reply, I am sending this information to Diana Burnett, the Clerk to Council. She can in turn, make sure that County Council (and especially your Council representative, Smokey Davis) receives your comments as they consider the Map Amendment request.

Unfortunately, since I didn't receive these comments prior to the Planning Commission meeting this morning, I could only convey what I understood from our conversation Tuesday evening, which was not nearly as complete as what you have furnished here. In addition, and for your information, the Planning Commission voted this morning to recommend approval of the Map Amendment request to County Council. Of course the key word here is "recommend". County Council has the sole jurisdiction to actually vote for approval or denial. This issue will more than likely go before the Planning and Administration Committee of Council on March 27th during their early afternoon session. Please watch for the actual Council Agenda for a more accurate time.

In the meantime, please let me know if I may answer any further questions or concerns that you may have.

Respectfully,

Bruce A. Hiller

Development Administrator
 Community Development
 County of Lexington, South Carolina

Phone: (803) 785-8121
 Fax: (803) 785-8188

From: Jeffrey Breed [mailto:ncfscarolina@yahoo.com]
Sent: Thursday, March 15, 2007 2:56 PM
To: bhiller@lex-co.com
Subject: Objection

Bruce:

Thank you for taking the time the other evening for additional explanation of the possible rezoning on Charter Oak Rd.

Please consider this as an official objection to the rezoning based on following:

1. It is my understanding that the administration, in the past, has not rezoned simply for monetary gain. It appears that this is the case. Should that not be more explored?
2. While understanding the current zoning of mix of residential and commercial, the continued current zoning accomplishes both and is a nice compromise. The only difference is the buffers. Rezoning opens the door for zero buffer and what resident in their right mind would want a business on their

3/15/2007

doorstep. Maintaining a 100 foot buffer makes sense. If there were assurances that the business going in was going to be a 50 foot buffer then that might be acceptable. The problem is that if rezoned and the sale of property is to someone other than min-warehouses, that business could go to zero buffer. Unacceptable.

3. The previous rezoning was on a plot not next to established houses. This one would be and would compromise the integrity of the residential area on Charter Oak. What business needs a zero buffer in order to do business and, if so, it is really the right area? We could end up with a bankrupt business with empty buildings. could we not?

4. I don't feel the "burden of proof" was met with the application. The fact that another piece had been rezoned in itself does not constitute "proof". I believe a more indepth answer to "why the rezoning is requested" should be asked by the administration.

5. This is not an attempt to stop progress, Bruce, simply an honest inquiry and objection to the rezoning based on the application statement. More information is needed regarding intentions of the current landowners as well as the individual who expressed a positive response to the rezoning. I believe this is a resonable request.

6. Rezoning to allow for zero buffers when the same business enterprise can already be established there does not make sense. It is logical to assume that this business "needs more room" and thus a reduction in the buffers which can end up literally one inch from my back yard.

Thank you Bruce for attention to this matter.

Respectfully submittedd

Jeffrey M. Breed
NCFS Solutions
100 Harmon St. Suite 206
Lexington, SC 29072
803-996-2121
ncfscarolina@yahoo.com

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
FINANCE DEPARTMENT

interoffice

MEMORANDUM

to: County Council

from: Adam DuBose, Manager of Grants Administration

subject: Bulletproof Vest Partnership - Fund 2414

date: April 13, 2007

Attached is an application request for this years Bulletproof Vest Partnership (BVP). The application is due on April 30, 2007 by 5:00.

Due to there only being one Council meeting between now and the due date, I am requesting that this application request be sent through both the Committee and full Council on April 24, 2007.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Bulletproof Vest Partnership

Fund: 2414 LE/Bulletproof Vest Program Department: 151200 LE/Operations
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview: The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 11,900 jurisdictions have participated in the BVP Program, with \$173 million in federal funds committed to support the purchase of an estimated 450,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

The \$16,000 has been budgeted in the Sheriff's Department FY 08 budget.

Grant Period: May 30, 2007 to September 30, 2011

Responsible Departmental Grant Personnel: Nandalyn Heaitley, Grants Coordinator

Date Grant Information Released: March 22, 2007 Date Grant Application Due: April 30, 2007

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

Personnel	\$	-
Operating	\$	16,000.00
Capital	\$	-
Total	\$	16,000.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:

50	50	\$8,000.00
50	50	\$8,000.00
%		\$ Amount

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

None

Dept. Preparer:	NH	4/13/2007
Dept. Approval:	AP	4/13/2007
Finance Approval:	AD	4/13/2007
	<i>Initials</i>	<i>Date</i>



[Notice: Critical Program Information](#) (Click here)

[Home](#) |

Bulletproof Vest Partnership

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[3 EASY STEPS](#)

[GETTING STARTED](#)

[PROGRAM RESOURCES](#)

[OTHER RESOURCES](#)

[FAQs](#)

Body Armor Safety Initiative

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[SUMMIT INFORMATION](#)

[BODY ARMOR RESOURCES](#)

[FAQs](#)

Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 11,900 jurisdictions have participated in the BVP Program, with \$173 million in federal funds committed to support the purchase of an estimated 450,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

New: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2007 BVP application funding period.

Applications for FY 2007 BVP funds must be submitted via the online [BVP system](#), by 5:00 pm (Eastern Time), Monday, April 30, 2007. Please note that FY 2007 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2007. Each vest purchased with FY 2007 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered. Each applicant should update their profile before filing an application for FY 2007 funds. Only Zylon vests that are still being worn by officers, on the date the application is submitted, should be included in the profile.

The complete list of FY 2006 BVP awards may be viewed [here](#).

Historical BVP award information from FY 1999 through the FY 2006 Zylon® Replacement Fund may be accessed [here](#).

08/24/2005: [Bulletproof Vest Partnership Program Fact Sheet](#)

Body Armor Sa



Body Arm
Initiative of
In response
enforcement
of Justice (D

address the reliability of enforcement personnel ar bullet-resistant technology initiative, the National I examining Zylon®-based b and used) and reviewing 1 bullet-resistant vests are ce

11/21/2005: [Presentations Workshop on Body Armc](#)

- [Workshop Overview](#)
- [NIJ Body Armor Sta National Institute of](#)
- [General Testing Issu Institute of Standard](#)
- [Conformity Assessm National Institute of](#)

08/24/2005: [Third Status I General on Body Armor S Activities](#)

[\(Executive Summary\)](#)

[\(Press Release\)](#)

08/24/2005: [Q&A: Third S General on Body Armor S Activities](#)

08/24/2005: [Fact Sheet: T Attorney General on Bod Testing and Activities](#)

08/24/2005: [NIJ Body Arm Notice #01-2005, SUBJEC benzobisoxazole \(PBO o](#)

08/24/2005: [NIJ 2005 Inter Resistant Body Armor](#)

06/28/2005: [United States Body Armor, Inc.](#)

Section Status > Current Status > Jurisdiction Current Status

OMB #1121-0235
(Expires: 10/31/2006)

LEXINGTON COUNTY, SC

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red **X**'s indicate your attention is needed in order to complete a task for action.

Current Activity Status

Available Funds \$4,349.94 available for additional requests.

[View Details](#)

Balance Summary

Total Amount Awarded	\$36,230.41
Total Payments Made	\$31,880.47
Payments on Hold	\$0.00
Amount Available for Additional Requests	\$4,349.94

Previous Applications					
Program	Date Approved	Amount Approved	Funds Available	Deobligation Date	Action
2006 Regular Solicitation	02/06/2007	4,349.94	4,349.94	09/30/2010	View Details
2005 Regular Solicitation	08/24/2005	2,710.09	0.00	09/30/2009	View Details
2004 Regular Solicitation	06/08/2004	1,959.66	0.00	09/30/2008	View Details
2002 Regular Solicitation	05/21/2002	1,374.16	0.00	09/30/2006	View Details
2001 Regular Solicitation	05/15/2001	10,371.66	0.00	09/30/2005	View Details
2000 Regular Solicitation	07/10/2000	15,464.90	0.00	09/30/2004	View Details
	Totals:	\$36,230.41	\$4,349.94		

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Violence Against Women Act (VAWA)

Fund: Violence Against Women Act Department: 151200 LE/Operations
No. Title No. Title

Type of Summary: Grant Application X Grant Award _____

Grant Overview: The ultimate goal of the VAWA Victim Grant is to provide the prosecutor with two investigators who will serve all victims with subpoenas for trials, monitor defendants who are subject to "no contact" orders, Orders of Protection and restraining orders, and collect information on the victim and defendant to determine if the defendant's conduct is the reason the victim fails to appear in court. The investigators on this grant will be responsible for determining if defendants are interfering with victims and the administration of justice. Investigators will conduct surveillance of suspected violators, serve warrants and subpoenas, and present testimony about violations in court proceedings. If defendants violate court orders of no contact, the investigators will seek a bench warrant or an arrest warrant. Intensive enforcement will increase the number of warrants issued for violators, thereby holding offenders accountable and enhancing victim safety.

Grant Period: October 1, 2007 to September 30, 2008

Responsible Departmental Grant Personnel: Nandalyn Heaitley, Grants Coordinator

Date Grant Information Released: March 16, 2007 Date Grant Application Due: May 17, 2007

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

Personnel	\$	179,300.00
Operating	\$	37,045.00
Capital	\$	152,714.00
Total	\$	369,059.00

* The 25% match is an in-kind match. This will come from a percentage of personnel cost that is in the Sheriff's budget for FY 08.

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>75</u>	<u>\$276,794.00</u>	
	<u>25</u>	<u>\$92,265.00</u>	
	%	\$ Amount	

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

Grant requests that the Grant Program is continued for the established purpose of the grant for which funds were received.

Dept. Preparer:	NH	4/13/2007
Dept. Approval:	AP	4/13/2007
Finance Approval:	AD	4/13/2007
	<i>Initials</i>	<i>Date</i>

Lexington County Sheriff's Department



MEMORANDUM

To: Adam DuBose, County Grants Manager
From: Colonel Allan Paavel, Sheriff's Department 
Date: April 13, 2007
Re: VAWA Victim Grant

The investigative unit of the Sheriff's office met on February 12, 2007 to discuss the need for greater concentration in the area of domestic violence. At that time, information had been acquired that grant funds could become available to assist in the management and prosecution of domestic violence cases. On March 16, 2007, the Sheriff received official notification from the South Carolina Department of Public Safety that Violence Against Women Act grant funds were available. A workshop was held was scheduled for March 20, at which time, the criteria and other pertinent information regarding the application process and program priority areas was distributed. After the workshop, we made a decision to pursue the grant application process based on recommendations from the investigative unit's needs assessment.

We are requesting to present our proposed grant budget to the Justice Committee of County Council on April 24, 2007. In addition, we will discuss the grant and the grant match at our May 1 2008 budget work session. We anticipate that the proposed grant budget will be presented to full Council on May 8, 2007, as our grant application is due May 17, 2007.

The matching funds for this grant will be accomplished through a percentage of the salaries and fringe benefits already budgeted for our criminal domestic violence prosecutor, an investigative sergeant, and all personnel funded under the Victims Assistance Bill of Rights. Therefore, the match for this grant is already included in our 2008 budget requests.

This grant request is in accordance with County Council's goal number three (3).

We appreciate your understanding and consideration of this matter. If you have any questions, please let me know. As always, we appreciate all you do to assist the Sheriff's Department and the citizens of Lexington County.

SECTION III. – PROGRAM OVERVIEW

Three recent decisions by the United States Supreme Court (*Washington v. Crawford*, *Davis v. Washington* and *Hamon v. Indiana*) have dramatically changed the way in which prosecutors can proceed with domestic violence prosecution, especially victimless prosecution. The Lexington County Sheriff's Department began keeping detailed statistics on the centralized criminal domestic violence court (SCDVC) in July 2005. At least 80% of victims either do not appear or have reconciled with the offender at the first appearance date. This court date is usually held within six weeks of arrest. This statistic demonstrates the need to be able to proceed with victimless prosecution or have the ability to demonstrate to a jury why a victim recants testimony at trial.

This grant will provide the prosecutor with two investigators who will serve all victims with subpoenas for trials, monitor defendants who are subject to “no contact” orders, Orders of Protection and restraining orders, and collect information on the victim and defendant to determine if the defendant's conduct is the reason the victim fails to appear in court. The above-mentioned Supreme Court cases narrow what evidence, including 911 tapes and responding officer testimony that can be presented in court if the victim fails to appear. Rather than the previously allowed exceptions to the hearsay rule as outlined by case law and the Rules of Evidence, the State must now prove that the statements/911 calls are non-testimonial. The State must show the statements are cries for help to assist with an on-going emergency, and not relating facts of a criminal event, after the fact. This standard creates difficulty if the offender is no longer on-scene, because the threat is not active, and the officer is no longer responding to an on-going emergency. However, these Supreme Court cases declare that the rule of “forfeiture by wrong-doing” does apply. This rule provides that if the State can show by a preponderance-of-the-evidence, (which is the civil standard of more likely than not), that the defendant is the reason the victim is not in court, he forfeits his right to challenge the officer's testimony or the 911 call, provided the call and the officer's testimony complies with the Rules of Evidence.

The investigators on this grant will be responsible for determining if defendants are interfering with victims and the administration of justice. Investigators will conduct surveillance of suspected violators; serve warrants and subpoenas, and present testimony about violations in court proceedings. If defendants violate court orders of no contact, the investigators will seek a bench warrant or an arrest warrant. Intensive enforcement will increase the number of warrants issued for violators, thereby holding offenders accountable and enhancing victim safety.

SECTION V. A. – LISTING OF POSITIONS

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Current Staffing Level:					
Victim's Bill of Rights Fund (141)					
Victim Asst. Officer/Law Enf.	3	0	3	3	20
Victim Assistance Coordinator	2	0	2	2	6
Totals:	5		5	5	

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
LE / Operations (151200)					
VAWA Investigators	2	0	2	2	13
Program Coordinator	1	0	1	1	11
Totals:	3	0	3		3

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 750**

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

The estimated cost of all office supplies is \$750.

521200 - OPERATING SUPPLIES **\$ 9,500**

Funds are needed to purchase video and audiotapes, film CD's, disks, batteries etc. for operational purposes for the Investigators. Quality type photograph paper will be required for printing of pictures captured for evidence purposes.

A detail list is not available, as some of the operating supplies will change with each case. The estimated cost of all operating supplies is estimated at \$9500.

521208 – POLICE SUPPLIES **\$ 1,200**

Law enforcement accessories are required for the purchase of leather goods for the investigators, flashlights, handcuffs, flex cuffs, OSHA supplies, and other items for the operation.

The estimated cost of all items listed above is \$1,200.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 1,400**

Vehicle repairs and maintenance is needed for the two (2) grant vehicles.

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

524100 - VEHICLE INSURANCE **\$ 1,200**

Vehicle insurance is required for the vehicles.

The current per vehicle insurance cost is \$557. an additional \$43 per vehicle has been requested to cover any increase. The total budgeted for each vehicle is \$600.

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 2,775**

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

The amount listed as estimated by County Risk Manager @ \$965 each.

525020 - PAGERS AND CELL PHONES **\$ 2,140**

The mobile telephones are requested for the investigators so that they can communicate effectively with each other and make contact to those individuals that are involved in cases.

The cost of cell phone service for two (2) investigators and (1) Program Coordinator is \$2140.

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 2,140**

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

The estimated monthly service charge for (3) radios is \$2140.

525210 – CONFERENCE AND MEETING EXPENSE **\$ 7,500**

The grant requires that each grant-funded person attend at least two training seminars per grant year. The registration, hotel, per diem, car rental, airfare, and miscellaneous expenses are taken from this account.

The cost budgeted is an estimate.

525400 - GAS, FUEL, AND OIL **\$ 8,440**

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

The cost budgeted per vehicle is \$8440. This is only an estimate.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 450

Cellular phones are required for each DUI Enforcement Traffic Officer for safety and communication purposes. CD/cassette recorders are required for the purpose of recording conversations that will be used for investigative purposes.

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

- | | |
|---------------------------|--------|
| (3) Cellular Phones | \$ 150 |
| (2) CD/Cassette Recorders | \$ 300 |

540010 – MINOR SOFTWARE \$ 160

Flash drives will be required for the investigators to easily download information and transfer to the investigator's computers and to allow the prosecutor to have the accurate information.

(4) LAPTOP COMPUTERS, MOUNTS AND INSTALLATION \$ 22,400

The ruggedized laptops computers will be used for recording data in the field. The laptop will also be used to pull information from the in-house system needed for the investigation. One laptop will be used as a workstation attached to the centralized large format pigment ink printer for the officers and the investigators to download photographs for case files. A mount is required to hold each laptop so that it will be stationary for safety purposes and to allow the investigators to perform tasks on the laptop while in the vehicle.

The estimated cost for the laptops with tax is \$20,000.

The estimated cost for the mounts with tax is \$2,400.

(1) FORMAT PIGMENT INK PRINTER AND ACCESSORIES \$ 6,800

A network printer of high quality resolution is requested for the investigators to print photos of evidence and other pertinent images of victims, defendants, and their injuries. The unit price will include additional printer heads and cartridges.

(110) DIGITAL CAMERAS & ACCESSORIES \$ 22,000

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

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

The estimated cost per camera with tax is \$200.

(1) ANSWERING POINT RECORDING DEVICE AND CD BURNER **\$ 70,404**

This enhanced recording device will be used by the 911-call center to package 911 recordings and e-mail them to the requesting party. This equipment will provide more immediate access to 911 calls and will facilitate an increased efficiency in the procurement of arrest warrants and the prosecution of criminal domestic violence cases. This device is also more economical as person-hours for recording will be reduced and the cost for CD's versus tapes will be reduced by 33%.

(1) DIGITAL IMAGE STORAGE SYSTEM **\$10,000**

The photographic industry is rapidly moving from film to digital media due to the reduced costs and speed at which a usable product is produced. The proper storage of these digital images is critical to the ability to use them in court. This storage system is a software package that will be installed on an existing server and will provide several key benefits to areas within Lexington County Government. The primary benefit is an audit trail generated on images from the time they are loaded into the system. This provides a defensible document for court purposes much like a chain of custody. The system also monitors all activity to the images and will account for any viewings, enhancements, or printings. The ability view images remotely and securely will greatly enhance the exchange of information between units of government.

The estimated cost with tax is \$10,000.

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

The 800 MHz Digital Encrypted radios will be required for the communication for safety and interagency communication of the investigators. The radios issued must be that of LCSD standard issue so that all law enforcement agencies will be able to communicate.

The estimated cost is \$ 5500 each with tax.

(2) AIR CARD HARWARE **\$ 400**

The hardware for the air card allows the investigators to access the internet from any location by using the broadband access that operated on a Verizon Wireless network. This wire free and cable free hardware transforms the laptop computer into a mobile powerhouse. With the advent of the wireless age, the use of instant information is crucial in not only apprehending and investigating violators; it aids and facilitates a much more efficient manner about time management and citizen consideration, as well as officer safety and increased activity.

The estimated cost per air card is \$400 with tax.

OFFICE FURNITURE **\$ 1,500**

Office furniture will be necessary for the work area for the centralization of the investigators and the prosecutor to use the equipment purchased for the grant operations.

The estimated cost for the items required for the work area includes tax and shipping.

- | | |
|-----------------|-------|
| (1) Workstation | \$800 |
| (1) Desk Chair | \$250 |
| (1) Book Case | \$450 |

(3) LOCKABLE FILE CABINETS

\$ 2,100

Lockable file cabinets will store documents, correspondence, and other important reports for CDV case files.

The estimated cost with tax is \$2,100.

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
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: April 13, 2007

TO: Katherine Hubbard, County Administrator

FROM: John Fechtel, Director of Public Works / Assistant County Administrator 

RE: Carolina Clear Program – Clemson University

The attached information regarding the Carolina Clear Program to be provided by Clemson University, is for County Council's review. Synithia Williams, Environmental Coordinator, has worked with Clemson, the County Attorney, and Sheila Fulmer, Procurement Manager, to develop a memorandum of understanding and contract for this program.

Please place this item on the Public Works Committee Agenda on April 24, 2007. We would request the committee report this item to the County Council on May 8, 2007.

If approved, this program will begin July 1, 2007. Funds have been requested for this in the 2007-08 budget submittal under Professional Services in the Stormwater Management Division. The annual contract with Clemson University will be \$50,000.00, of which Lexington County will spend \$28,00.00 and the seven municipalities will split \$22,000.00. These costs are based on a per capita basis.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

M E M O R A N D U M

DATE: April 12, 2007
TO: John Fechtel, Director of Public Works
FROM: Synithia Williams, Environmental Coordinator
RE: Carolina Clear

The contract and memorandum of understanding for the Carolina Clear program has been received from Clemson Extension (**EXHIBITS A & B**). The contract has an addition that was not included in the original contract. The addition is the first item listed under Clemson's responsibilities. It reads that Clemson will:

"Coordinate with Lexington County to provide support and programmatic information related to submittal of updated Notice of Intent for coverage under the Phase II NPDES MS4 Permit"

This statement means that Clemson Extension will assist in the drafting of the updated Notice of Intent to the Department of Health and Environmental Control concerning the first two minimum measures of the NPDES Permit. DHEC also requires a copy of the signed contract and the memo of understanding as part of the updated NOI to verify that the County plans to utilize the Carolina Clear program to meet the Public Education/Public Involvement requirements of the Permit.

Both the memo of understanding and the contract need to be approved by the County. This contract has been reviewed by the County Attorney and the Procurement Department.

EXHIBIT A

Memorandum of Understanding

between

CLEMSON UNIVERSITY

and

THE COUNTY OF LEXINGTON

WHEREAS, Clemson University (hereinafter, CLEMSON) possesses in its Extension faculty and staff various levels of expertise concerning stormwater compliance requirements as promulgated by SC DHEC and USEPA, and

WHEREAS, The County of Lexington is desirous of obtaining access to education and public awareness of stormwater; and

WHEREAS, Clemson University has developed an environmental program (Carolina Clear), portions of which apply to the impact of stormwater on natural resources;

THEREFORE, be it resolved that since one of the goals of the Carolina Clear program is to educate people about the impacts of stormwater and since this program provides educational opportunities to address a broad range of water quality issues including the impact of stormwater on natural resources, Clemson and the County of Lexington will collaborate to address stormwater education. Carolina Clear is a comprehensive approach developed by Clemson University Cooperative Extension Service to inform and educate communities about, among other issues, water quality, water quantity and the cumulative effects of stormwater. Carolina Clear addresses the special significance of South Carolina's water resources and the role these resources play in the state's economy, environmental health, and overall quality of life.

In order to help the County of Lexington satisfy the Public Education and Outreach Minimum Control Measure as required by the EPA Phase II Storm Water Program, the Clemson University Cooperative Extension Service (CUCES) proposes to utilize selected components of the Carolina Clear program in order to

- Implement a public education program to distribute education materials to the County of Lexington, or conduct equivalent outreach activities about the impacts of stormwater and the steps that can be taken to reduce storm water pollution; and
- Determine the appropriate public awareness campaign with the County of Lexington. Some program implementation approaches, BMPs (i.e., the program

actions/activities, and measurable goals are contained in the individual agreement and seek to

- Form partnerships,
- Use education materials and strategies, and
- Reach diverse audiences.

In order to satisfy the Public Participation/Involvement Minimum Control Measure, the Clemson Cooperative Extension Service proposes to

- When asked and as appropriate, assist local entities with complying with applicable local public notice requirements,
- Provide program accountability measures which provide feedback and reporting data to include number of people contacted, publications produced and distributed, and other specifics as appropriate, and
- Other programs and measures as specified in the Contractual Agreement.

Because each agreement is unique to the requirements of the circumstances, Clemson and the County of Lexington agree that the specific metrics of each contract shall be individually negotiated and delineated in the Contractual Agreement. Neither party has any responsibility for any performance obligations except as indicated in a subsequently negotiated Contractual Agreement.

This Memorandum of Understanding will commence upon the date of the signature of the last party to this contract and will run thereafter for a period of five (5) years from the date of the last signature. The parties may agree in writing to extend this agreement for an additional 5-year period, provided such agreement is executed no later than 30 days prior to the expiration of this contract. No amendments, changes or modifications will be effective until and unless reduced to writing and signed by the parties. Either party may cancel this agreement upon the giving of 30 days written notice.

John Kelly, Vice President

(Name, Title)

Clemson University PSA

The County of Lexington

Date

Date

EXHIBIT B
Contractual Agreement
between
CLEMSON UNIVERSITY
and
THE COUNTY OF LEXINGTON

PUBLIC awareness and education about natural resources is crucial in the process of protecting and improving water quality. Clemson University (Clemson) and The County of Lexington (Lexington), a body politic and corporate and a political subdivision of the State of South Carolina, will educate general and targeted audiences in order to comply with Phase II Clean Water Act: Storm Water Education, more specifically, the first two minimum defined requirements of public education and public involvement.

NOW, the parties agree as follows:

1. Clemson will provide public education and outreach in order to promote public participation and involvement concerning stormwater. The educational programs will include components designed for youth, homeowners, horticulturalists, and community leaders. This effort will be delivered through various means, which may include seminars, workshops, publications, Internet, self-study and certificate/license training. They will be held at various Clemson and other available facilities in order to reach diverse audiences. Such instruction will include the furnishing of information brochures, instructional manuals, and similar materials, as deemed appropriate by Clemson University and the participating entity.
2. Lexington will provide audience demographic characteristics of the desired audiences for public involvement, or the program will be presented as outlined in 4 a-1.
3. Clemson will raise public awareness using a mass media approach. Radio and television public service announcements, newspaper articles, stories and advertisements, and publications are among the outlets considered for use in this effort.
4. Each of the public-related activities described below will be part of the base program on a yearly basis, will target a specific audience (highlighted in **bold**), and consist of the following activities subject to modification with the approval of Lexington, Clemson, and South Carolina DHEC based on stakeholder input after each regional meeting of stormwater managers.

Clemson will:

- a. Coordinate with the County of Lexington to provide support and programmatic information related to submittal of updated Notice of Intent for coverage under the Phase II NPDES MS4 Permit.
 - b. Work with regional association of **stormwater managers and local decision-makers** to update, plan and determine priority areas from permit cycle to permit cycle,
 - c. Develop and provide two (2) bill stuffers appropriate for inclusion with water and utility bills or as special mailings for **homeowners, renters and businesses**.
 - d. Plan, develop and present at least four (4) **community seminars and public** programs throughout the county with emphasis on storm water education,
 - e. Create at least four (4) news articles for the **general public**,
 - f. Plan and present the Carolina Yards and Neighborhoods or other similar Master Gardener-driven program(s) for **individuals and families**. Distribute and/or provide materials for distribution as part of workshops or through other means.
 - g. Implement E-Learning to include establishing a website so that information about the stormwater education program is readily available to the **public**, with impact collection capabilities,
 - h. Provide at least two (2) **youth** programs per year within The County of Lexington such as
 - i. Adopt-A-Watershed which uses a local watershed
 - ii. Paint-the-Drain (either by stenciling or small signs on storm drain inlets)
 - iii. 4-H Wetlands Project explores estuaries, marshes, and swamps
 - iv. 4H₂O Pontoon Classroom
 - v. Enviroscope
 - i. Present at least one (1) program which addresses proper disposal of household hazardous wastes by **homeowners and renters** while minimizing threats to water resources.
 - j. Provide at least one news article per year on aquatic systems management and BMPs to target **homeowners, golf course managers or workers**, and the **general public**.
 - k. Mass media outlets will be utilized to provide state-wide education programs: "Your Day" (3) and "Making It Grow" (3).
5. Clemson will provide accountability statistics for each of the activities. The statistics will include the following accomplishment indicators.
- a. Number of educational programs and activities conducted.
 - b. Number of people completing educational programs.
 - c. Number of people receiving information through "non-program" contacts such as telephone, office, visits, web-site contacts, visual and print media.
6. Lexington shall provide payment in the amount of \$50,000.00 annually for the base program made in equal quarterly payments. Fees for additional services will be negotiated based on cost. These costs are based on the population of each MS4, county and/or defined area(s).

- 6.1 Termination for Non-appropriations: If the County of Lexington Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County.
7. An Annual Work Plan shall provide activities distributed through each year.
8. Clemson is insured by the State Insurance Reserve Fund pursuant to the State Tort Claims Act. Lexington is insured by the State Insurance Reserve Fund and carries General Tort Liability Coverage with a limit of liability of \$1 million dollars per occurrence, but such coverage is limited for claims under the South Carolina Tort Claims Act to \$300,000.00 per person per occurrence and \$600,000.00 per occurrence as set forth in S. C. Code Section 15-78-1200.
9. The parties agree that each shall be responsible for the negligent acts or omissions of its own officers, employees and agents and that neither is responsible for the negligent acts or omissions of the other's officers, employees and agents in the performance of the requirements of this agreement.
10. This contract is subject to the terms and conditions of that certain MOU between Clemson University and The County of Lexington, dated _____, which are fully incorporated herein by reference.

John Kelly, Vice President
Vice President for PSA

Sheila R. Fulmer, Procurement Manager
The County of Lexington

Date

Date

SECTION V.B. – OPERATING LINE ITEM NARRATIVES

520300 - PROFESSIONAL SERVICES \$150,000

This will provide funding by consultants for the on-going NPDES (National Pollution Discharge Elimination System) Phase II, requirements. This unfunded USEPA mandated program is coordinated through the Department of Health and Environmental Control (DHEC). We are working collectively with the seven municipalities that are also designated to be in this program to share over-all costs for economies of scale. The first two measures of this program, public participation and awareness will be contracted with Clemson Extension (Carolina Clear Program) to implement outreach throughout the County as a whole.

TMDL Watershed Plans	\$60,000.00
Illicit Discharge Detection and Elimination Program	\$32,000.00
Standardized Details for Design Manual	\$15,000.00
Revisions to Stormwater Management Plan (SWMP)	\$15,000.00
Carolina Clear (Public Participation And Awareness)	<u>\$28,000.00</u>
Total	\$150,000.00



520400 - ADVERTISING \$100

For miscellaneous advertising requirements.

520702 – TECHNICAL CURRENCY & SUPPORT \$3,200

Technical support of Autodesk software and other software.

1 ea. AutoCadd	\$1,250.00
1 ea. ArcView	\$ 450.00
1 ea. ArcPad	\$ 500.00
1 ea. ArcView, 3-D, spatial	<u>\$1,000.00</u>
	\$3,200.00

521000 - OFFICE SUPPLIES \$4,300

For necessary supplies (folders, note pads, etc.). Based on historical data.

521100 - DUPLICATING \$1,600

Cost for necessary duplication of documents.

521200 - OPERATING SUPPLIES \$3,400

Necessary supplies like GIS print paper, color cartridges, etc., estimated at \$2,800.00. Promotional items depicting Lexington County's involvement with Water Quality and Air Quality such as pens, coolies, notepads, etc., estimated at \$600.00, for a total cost of \$3,400.00

522200 - SMALL EQUIPMENT REPAIRS & MAINTENANCE \$525

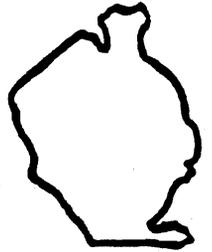
Cost for repairing calculators, GPS unit, etc.

524000 – BUILDING INSURANCE \$9

Provided by Risk Manager. \$9.00 for one (1) employee housed at County Administration Building.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER MANAGEMENT



MEMORANDUM

DATE: April 13, 2007

TO: Katherine Hubbard, County Administrator

FROM: John Fachtel, Director of Public Works / Assistant County Administrator 

RE: Stormwater Management Ordinance

Attached is a memo from Synithia Williams, Environmental Coordinator, outlining some of the highlights of our draft Stormwater Management Ordinance and a copy of the ordinance. This has been a very involved process with a large stakeholder group of developers, engineers, contractors, etc. We would like this draft ordinance to be presented to the Public Works Committee and also have second reading on April 24, 2007.

This ordinance has be reviewed by the County Attorney and also forwarded to SCDHEC and the municipalities in Lexington County with the exception of the Town of Summit and the City of Columbia.



COUNTY OF LEXINGTON

PUBLIC WORKS STORMWATER DIVISION

STORMWATER DIVISION

MEMORANDUM

DATE: April 12, 2007
TO: John Fechtler, Director of Public Works
FROM: Synithia Williams, Environmental Coordinator
RE: Stormwater Management Ordinance

Attached with this memo is a copy of the draft-Stormwater Management Ordinance (EXHIBIT A). The Stormwater Management ordinance, previously called the Stormwater Management and Sediment Control Ordinance, has been completely re-written by staff, the County's environmental consultant Woolpert, a stakeholder group comprised of developers, engineers, contractors and the soil and water conservation district and was reviewed by the County Attorney. The ordinance is being revised in order to ensure it complies with the new National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the NPDES Municipal Separate Storm Sewer System (MS4) Permit requirements and the FEMA floodplain management requirements. Listed below is a brief overview of the changes and new sections in the Stormwater Management Ordinance.

- All technical requirements were removed from the new ordinance. The methods to achieve the technical requirements are listed in the Land Development Manual. This manual is currently in the revision process.
- **Division 1** states the General Provisions of the ordinance. This division lists the authority granted by the ordinance to the Public Works Stormwater Division Stormwater Division. It sets the legal basis for the Stormwater Department to implement the programs required to meet all NPDES requirements. It states the purpose of this ordinance is to improve water quantity and quality with all future development.
- **Division 2** details the organization and administration of the various requirements of this ordinance.
- **Division 3** details stormwater quantity and quality management requirements.
 - Section 3-1.b.3** establishes that the Land Development Manual is an extension of this ordinance. It also states that all subsequent revisions of this Manual must receive approval from County Council.
 - Section 3-1.b.5** states that the Public Works Stormwater Division will provide for the protection of the natural resources of sensitive and highly susceptible areas

to the impacts of polluted stormwater. This includes the creation of special protection areas.

-**Section 3-1.b.11** gives the Public Works Stormwater Division the authority to implement strategic plans for complying with Total Maximum Daily Loads (TMDLS)

-**Section 3-1.b.12** gives the Public Works Stormwater Division the authority to create cost and credit sharing programs that assists land developers and the Division to meet water quantity and quality discharge requirements (i.e. design credits for possible future use).

-**Section 3-1.b.13** allows Public Works Stormwater Division to form agreements with private persons and governmental agencies in order to meet the new requirements. An example is the agreements with the municipalities to implement parts of this ordinance in their jurisdiction.

-**Section 3-3 paragraph 2** states that the design standards defined in the most current version of the Land Development Manual shall serve as the requirements to meet this ordinance.

-**Section 3-6.a** states that property owners and lessees are responsible for maintaining stormwater quantity and quality facilities located on their property. (This means that the County will no longer take over detention/retention ponds).

- **Division 4** was created to meet the illicit discharge detection and elimination requirements of the Phase II NPDES MS4 permit. This division defines what an illicit discharge is, gives the stormwater department the right to investigate possible illicit discharges, sets waste disposal prohibitions and require that those regulated under an industrial or construction NPDES permit meet the requirements of those permits.
- **Division 5** gives the Public Works Stormwater Division the authority to monitor quantity and pollutant concentrations in stormwater discharges in the County's jurisdiction.
 - Section 5-2** provides the authority to conduct stormwater discharge inspections on property and the guidelines for conducting such inspections.
- **Division 6** outlines the enforcement procedures for violations of this ordinance. The enforcement procedures are further detailed in the Land Development Manual.
- **Division 7** outlines the procedures for requests for variance from the design requirements.
- **Division 8** outlines the appeals process. Further guidance is needed from County Council concerning how they wish appeals to be handled. As written, appeals will go before the Planning Commission, but the stakeholder group has requested that a separate commission be created.
- **Division 9** describes the various charges and fees that can be collected as part of the implementation of this ordinance (i.e. plan review, inspection fees, platting, etc).
- **Division 10** outlines the floodplain management requirements. There is no change from the present ordinance
- **Division 11** appendix lists definitions that are helpful in understanding the requirements of the ordinance.

In closing there are three main changes that result from the new ordinance and manual. The first is there will be an increased focus on water quality. The focus on water quantity will include volume requirements as well as flow rate requirements. Second, the County will take the lead in implementing all or parts of this ordinance in all of the participating municipalities, including but not limited to plan review, inspections, and enforcement. This streamlines multiple processes and creates uniformity for the development permitting process. Finally, enforcement of these provisions is essential in order to meet the NPDES requirements.

ORDINANCE 06-10

Lexington County

Stormwater Management Ordinance

DRAFT

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DIVISION 1 – GENERAL PROVISIONS

Sec. 1-1. Title.

This ordinance shall be known as the “Stormwater Management Ordinance of Lexington County, South Carolina.

Sec. 1-2. Authority.

This ordinance is adopted pursuant to the authority conferred upon Lexington County by the South Carolina Constitution, Act No. 194 of the Acts and Joint Resolutions of 1971 enacted by the General Assembly of the State of South Carolina, approved April 23, 1971, in 1976 South Carolina Code of Laws Sections 4-9-30, 4-9-40 and understate and Federal Stormwater Requirements.

Sec. 1-3. Jurisdiction.

The provisions of this Ordinance shall apply to all portions of the unincorporated Lexington County, as they may exist from time to time and such additional areas lying inside the limits of those jurisdictions within the incorporated areas as approved by Lexington County Council.

The floodplain management provisions of this ordinance shall apply to all areas of special flood hazard within the jurisdiction of Lexington County as identified by the Federal Emergency Management Agency in the latest versions of its Lexington County Flood Insurance Study.

Sec. 1-4. Findings.

The Lexington County Council makes the following findings:

(a) Uncontrolled stormwater runoff may have significant, adverse impact on the health, safety and general welfare of Lexington County and the quality of life of its citizens. The potential impacts of uncontrolled stormwater can lead to the degradation of water quality and general riverine ecosystem through excessive or illegal pollutant discharges, erosion, and flooding thereby limiting or removing its designated and potential uses.

(b) Lexington County is required by federal law [33 U.S.C 1342(p) and 40 CFR 122.26] to obtain a National Pollutant Discharge Elimination System permit from the South Carolina Department of Health and Environmental Control (“SCDHEC”) for stormwater discharges from the Lexington County Stormwater system. The NPDES permit requires Lexington County to impose controls to reduce the discharge of pollutants in stormwater to maximum extent practicable using management practices, control techniques and system, design and engineering methods, and such other provisions which are determined to be appropriate for the control of such pollutants.

(c) Additionally, certain facilities that discharge stormwater associated with an industrial activity, including construction activities, are required by the South Carolina Code of Regulations 61-9-122 to obtain NPDES permits.

Sec. 1-5. Purpose.

(a) It is the purpose of this ordinance to protect, maintain, and enhance water quality and the environment of Lexington County and the short-term and long-term public health, safety, and general welfare of the citizens of Lexington County and minimize property damage by establishing requirements and procedures to control the potential adverse effects of increased stormwater runoff and related pollutant loads associated with both future development and existing developed land. Proper management of stormwater runoff will further the purpose of this Ordinance to minimize damage to public and private property, insure a functional drainage system, reduce the effects of development on land and stream channel erosion, attain and maintain water quality standards, enhance the local environment associated with the drainage system, reduce local flooding, maintain to the maximum extent practical predeveloped runoff characteristics of the area in terms of flow rate, volume and pollutant concentration, and facilitate economic development while mitigating associated pollutant, flooding, erosion, and drainage impacts.

(b) It is further the purpose of this ordinance to direct the development of a Stormwater Management Program and establish legal authority to authorize Lexington County at a minimum to:

(1) Comply with State and Federal requirements related to

stormwater management developed pursuant to the Clean Water Act;

(2) Prohibit illicit discharges to the Lexington County MS4 and receiving waters;

(3) Control the discharge to the Lexington County MS4 and receiving waters of spills, dumping, or disposal of materials other than stormwater;

(4) Address specific categories of non-stormwater discharges and similar other incidental non-stormwater discharges listed in the SWMP;

(5) Require erosion and sediment controls to protect water quality on all applicable new and re-development projects;

(6) Where necessary, require stormwater discharge rate and volume control during and following development, redevelopment, or construction;

(7) Define and implement procedures for and carry out such procedures of site plan review and site inspection of all construction projects within Lexington County. Such procedures may include defining bonding, development phases, property transfer, ownership of the stormwater management system, and enforcing the provisions of this Ordinance;

(8) Control the discharge to the Lexington County MS4 and

receiving waters of pollutants in such quantity that water quality standards are not being met or to other wise address post-construction, long-term water quality. This includes the necessary means needed to comply with State and Federal regulations regarding stormwater management quantity and quality;

- (9) Define procedures for addressing citizen complaints within Lexington County;
- (10) Define procedures to require adequate long term operation and maintenance of Best Management Practices (BMPs);
- (11) Carry out inspection, surveillance and monitoring procedures necessary to determine compliance and noncompliance with permit conditions including the prohibition on illicit discharges to the Lexington County storm sewer system and receiving waters;
- (12) Encourage to the maximum extent practicable the use new design and treatment strategies to control the release of stormwater discharges;
- (13) Encourage to the maximum extent practicable the creation of stream buffers and preservation of natural spaces to provide areas that could be used for flood storage, stormwater treatment and control, and recreation. Such areas may be required in special

protection areas needed to protect, maintain, or enhance water quality and protect property from flooding problems;

- (14) Develop, implement, and enforce action plans to address pollutant load reductions required in impaired waterbodies and to comply with Total Maximum Daily Loads (TMDL) established by EPA or SCDHEC and to otherwise meet water quality standards.

- (15) Enable enforcement of all said authorizations.

(c) It is still further the purpose of this ordinance to establish and maintain delegated review authority status from SCDHEC to the Lexington County Public Works Department for issuing Land Disturbance permits for construction projects.

(d) The application of this Ordinance and the provisions and references expressed herein shall be the minimum stormwater and floodplain management requirements and shall not be deemed a limitation or repeal of any other powers granted by statute. In addition, if site characteristics on new development, redevelopment, and existing developments indicate that complying with these minimum requirements will not provide adequate designs or protection for local property, residents, or the environment, it is the property owner, lessee or person responsible for land disturbing activities to exceed management practices, control techniques and system,

design and engineering methods and such other programs and controls as are required by the Lexington County NPDES permit.

Sec. 1-6. Construction and Scope

- (a) The provisions of this Ordinance shall apply throughout the unincorporated areas of Lexington County.
- (b) The Director of Public Works or his designee shall be primarily responsible for the coordination and enforcement of the provisions of this Ordinance, the SWMP.
- (c) The Floodplain Manager or his designee shall be primarily responsible for the coordination and enforcement of the provisions of the floodplain management sections of this Ordinance and for submittal of the Biennial Report to the Federal Emergency Management Agency (FEMA).

Sec. 1-7. Severability.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

Sec. 1-8. Rules of Language and Interpretation

(a) The word "shall" is mandatory; the word "may" is permissive.

(b) The particular shall control the general.

(c) Words used in the present tense shall include the future, and words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(d) All public officials, bodies and agencies to which reference is made are those of Lexington County, unless otherwise indicated.

Sec. 1-9. Relationship with other laws, regulations and ordinances

Whenever the provisions of this Ordinance impose more restrictive standards than are required in or under any other law, regulation or ordinance, the requirements contained in this article shall prevail. Whenever the provisions of any other law, regulation or ordinance require more restrictive standards than are required in this article, the requirements of such law, regulation or ordinance shall prevail.

Sec. 1-10. Amendments

This Ordinance may be amended in the same manner as prescribed by law for its original adoption.

Sec. 1-11. Conflicting Ordinances Repealed

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. This Ordinance shall prevail in any and all

conflicts with guidelines, manuals, or other publications.

Sec. 1-12. Definitions.

For the purpose of this Ordinance, definitions contained in South Carolina regulations 61-9.122.2 and 72-301 are incorporated herein by reference. Where the same words are defined in both the aforementioned regulations, but are not the same, the definitions contained in R. 61-9.122.2 and 72-301 shall be used for the purposes of this Ordinance. Additional terms, phrases and words shall have the meaning given in the Appendix.

Secs. 1-12 Reserved.

DIVISION 2 – ORGANIZATION AND ADMINISTRATION

Sec. 2-1. Lexington County Stormwater Management Program.

The SWMP, developed by Lexington County to implement the provisions of this Ordinance serves as the basis for Lexington County's program implementation and administration. The SWMP, as amended from time to time by Lexington County, plan shall be viewed as an extension of this Ordinance and is hereby given identical authority to see that its requirements are both complied with and enforced.

Sec 2-2. Lexington County Floodplain Management Program

The Floodplain Management Program developed by Lexington County to comply with the National Flood Insurance Program (NFIP) serves as the

basis for Lexington County's program implementation and administration. The Public Works Department is hereby given authority to develop, implement and administer this Program, as amended from time to time by Lexington County, for the life of Lexington County's participation in the NFIP.

Sec. 2-3. Coordination with Other Agencies.

The Public Works Department shall coordinate Lexington County's activities with other federal, state, and local agencies, which manage and perform functions relating to the protection of receiving waters. Authority not expressly reserved for other agencies or restricted by statute is placed with the Public Works Department for the protection and preservation of receiving waters. The Public Works Department shall coordinate with State and Federal Agencies having jurisdiction.

Sec. 2-4. Cooperation with Other Governments.

Lexington County may enter into agreements with other governmental and private entities to carry out the purposes of this ordinance.

Nothing in this Ordinance or in this Section shall be construed as limitation or repeal of any ordinances of these local governments or of the powers granted to these local governments by the South Carolina Constitution or South Carolina statutes.

Sec. 2-5. Inspection during Construction

The Public Works Department shall periodically inspect the work completed under the approved Land Disturbance Permit Application. Frequency of such inspections shall be established for all land disturbing activities within the jurisdiction of Lexington County. Project closure procedures shall include inspection procedures to assess if the work has been carried out in accordance with the permit and this Ordinance. The project closure process may consider phasing so that portions of a project can be closed at various time periods, provided that the necessary documentation is submitted for approval. This process and documentation requirements are detailed in the Land Development Manual.

Sec. 2-6. Right-Of-Entry

- (a) The Director of Public Works or his designee shall have right-of-entry on or upon the property of any person subject to this Article and any permit/document issued hereunder. The Director of Public Works or his designee shall be provided ready access to all parts of the premises for the purposes of inspecting, monitoring, sampling, inventorying, examining and copying of records, and performing any other duties necessary to determine compliance with this Ordinance.
- (b) Where a the property owner or lessee has security measures in force requiring proper identification and clearance before entry onto the premises, the person shall make necessary arrangements with the

necessary parties so that, upon presentation of suitable identification, the Director of Public Works or his designee will be permitted to enter without delay for the purposes of performing such responsibilities identified in (a).

- (c) The Public Works Department shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or metering of the person's operations as they relate to stormwater management.
- (d) Any temporary or permanent obstruction to access to the necessary areas to perform the said responsibilities shall be removed promptly by the property owner or lessee at the written or verbal request of the Director of Public Works or his designee. The costs of clearing such access shall be borne by the property owner or lessee.
- (e) In cases where an imminent threat to the health or safety of the general public or the environment is suspected, the Director of Public Works or his designee shall perform said responsibilities to determine if immediate action is necessary. Such responsibilities shall be made with or without the consent of the property owner or lessee. If such consent is refused, the Director of Public Works or his designee may seek issuance of an administrative search warrant or other enforcement measures authorized in this Ordinance to remove such threat. In such cases, the property owner or Lessee, as the case may be, shall reimburse the County for its direct

and related expenses. If the property owner or Lessee, as the case may be, fails to reimburse the County, the County is authorized to file a lien for said costs against the property or the Lessee's leasehold interest, as the case may be, and to enforce the lien by judicial foreclosure proceedings.

Secs. 2-7 Reserved.

**DIVISION 3 – STORMWATER
QUANTITY AND QUALITY
MANAGEMENT REQUIREMENTS**

Sec. 3-1. Regulations.

(a) Federal regulations governing stormwater management, as specified in State Code of Laws 40 C.F.R. 122.26, and State Code of Regulations R. 61-9 et. seq. and R. 72.300 et seq. are adopted as the minimum requirements for the management of stormwater within Lexington County as defined in the respective regulations.

(b) The Public Works Department shall be responsible for day to day coordination, implementation and enforcement of this Ordinance and the SWMP and well as the long-term management of the County's drainage. Without limitation, the Public Works Department shall have the following specific authority:

(1) To issue any permit, certification or license that may be required to comply with this Ordinance and Federal and State regulations pertaining to stormwater management.

(2) To deny a facility connection to the MS4 or discharge to waters of the State if State, Federal Regulations and this Ordinance are not met.

(3) To create and enact the Lexington County Land Development Manual as an extension of this ordinance. The Development Manual shall be used to convey design and engineering standards, construction management processes and procedures, and other aspects necessary for compliance with this Ordinance. The original adoption and subsequent revisions of this Manual shall include approval by County Council.

(4) To require the submittal of a Land Disturbance Permit Application for all applicable land disturbing activities, to include a plan to control stormwater and pollutants and other components detailed in the Lexington County Land Development Manual.

(5) Provide for the protection of the natural resources of sensitive and highly susceptible areas to the impacts of excessive and polluted stormwater. This may include the creation of watershed-specific plans that will limit or otherwise direct land development activities and require the reduction of excessive and polluted stormwater from any area.

(6) To require the development of a Stormwater Pollution Prevention Plan (SWPPP) for all applicable new and re-development projects and enforcement of such SWPPP.

(7) To approve land disturbing plans and to require as a condition of such approvals, structural or non-structural controls, practices, devices, operating procedures, or other mechanisms to protect public and private property from flooding and erosion and attain TMDL-mandated pollutant load reductions and water quality standards.

(8) To require performance bonds when necessary of any person to secure that person's compliance with Land Disturbance Permit, as well as other permits, certificate, license or authorization issued or approved by the Public Works Department pursuant to this Ordinance, the SWMP and Federal and State laws. The Public Works Department shall develop a process that organizes the closure of bonds and Land Disturbance permits to accommodate development phases and property ownership transfer.

(9) To comply with all Federal and State regulatory requirements, promulgated or imposed pursuant to the Clean Water Act and the SC Stormwater Management and Erosion Reduction Act,

applicable to the management of stormwater discharges to or from the Lexington County MS4.

(10) To conduct all activities necessary to carry out the SWMP and other requirements included in the Lexington County NPDES permit, the SWMP and this Ordinance, and to pursue the necessary means and resources required to properly fulfill this responsibility.

(11) To develop and implement strategic plans for complying with TMDLs. Such plans shall include an initial due diligence procedures to fully assess the problem and alternative solutions so as to proceed with cost-effective solutions.

(12) To enact special cost- and credit-sharing programs that would assist land developers and the Public Works Department in meeting the water quantity and quality discharge requirements of this Ordinance and the Land Development Manual.

(13) To enter into agreements with other governmental entities or private persons or entities to provide or procure services to conduct and carry out such activities as authorized by this Ordinance.

(14) To maintain the stormwater system consistent with the provisions of the Lexington County NPDES permit, the SWMP and this Ordinance.

(15) To direct, review and recommend for approval by Lexington County Council, the stormwater management operating budget.

(16) To direct, review and recommend for approval by Lexington County Council necessary changes to the existing stormwater management programs.

(17) To determine appropriate fees, to impose penalties, and to take necessary and appropriate actions to collect any fee or enforce any penalty assessed pursuant to this Ordinance. The Public Works Department shall seek approval from County Council on development and revision of the fee and penalty schedules through resolution from the Director.

(18) To require encroachment permits as necessary.

Sec. 3-2. Prohibitions and Exemptions

(a) No person shall (1) develop any land, (2) engage in any industry or enterprise, (3) construct, operate or maintain any landfill, hazardous waste treatment, disposal or recovery facility, or any other industrial or related facility, (4) dispose of any hazardous or toxic substance or other pollutant or (5) otherwise prevent the transport of sediment and other pollutants associates with stormwater runoff beyond property boundaries without

having provided for compliance with this Ordinance.

(b) The following development activities are exempt from the provisions of this Ordinance.

(1) Land disturbing activities undertaken on forestland for the production and harvesting of timber and timber products and conducted in accordance with best management practices and minimum erosion protection measures established by the South Carolina Forestry Commission pursuant to Section 48-18-70 of the 1976 Code of Laws of South Carolina, as amended.

(2) Activities undertaken by persons who are otherwise regulated by the provisions of Chapter 20 of Title 48, the South Carolina Mining Act.

(3) Certain land disturbing activities undertaken by persons who are exempt from the provisions of the Stormwater Management and Sediment Reduction Act as set forth in Section 48-14-40 of the 1976 Code of Laws of South Carolina, as amended.

(4) Land disturbing activities on agricultural land for production of plants and animals, including but not limited to: forages and sod crops, grains and feed crops, tobacco, cotton, and peanuts; dairy animals and dairy products; poultry and poultry products; livestock, including beef cattle,

sheep, swine, horses, ponies, mules, or goats, including the breeding and grazing of these animals; bees, fur animals, and aquaculture. The construction of an agricultural structure that requires the disturbance of one or more acres, such as, but not limited to, broiler houses, machine sheds, repair shops, coops, barns, and other major buildings shall require the submittal and approval of a Land Disturbance permit prior to the start of the land disturbing activity.

Sec. 3-3. Design and Engineering Standards.

Design and engineering standards define the desired level of quality and performance for stormwater management systems on all land disturbance projects and existing facilities in order to meet the purpose of this Ordinance. The standards establish the minimum technical requirements needed to express compliance through calculations, maps and drawings, or others as necessary.

The Public Works Department is authorized to develop and adopt policies, criteria, specifications, and standards for the proper implementation of the requirements of this Ordinance, Federal and State laws and the SWMP and to provide a sound technical basis for the achievement of stormwater management, including water quality and quantity objectives. These standards shall be presented for use in the Land Development Manual. The standards defined in the most current version of the

Manual shall serve as the requirements to meet this Ordinance.

It shall be the responsibility of the property owner, lessee or person responsible for land disturbing activities to provide adequate controls to meet the design and engineering standards.

Sec 3-4. Land Disturbance Permit Application Process

All land disturbing activities shall require the creation and submittal of a Land Disturbance Permit Application for review by the Public Works Department. The entire application process and requirements shall be detailed in the Land Development Manual.

It shall be the responsibility of the applicant (property owner, lessee or person responsible for land disturbing activities) to provide a complete Land Disturbance Application Package that meets all the requirements of this Ordinance, the SWMP, and other State and Federal regulations.

Sec. 3-5. Land Development Manual

To establish the minimum requirements, processes and guidance on the design, evaluation and implementation of land disturbing or pollutant discharging activities and stormwater management conveyances and facilities in Lexington County, The Public Works Department is authorized to develop and adopt additional policies, criteria, processes, specifications, and standards for the proper implementation of the requirements of this Ordinance, Federal and State laws and the SWMP in a Land Development Manual. The Manual shall include design standards,

procedures and criteria for conducting hydrologic, hydraulic, pollutant load evaluations, and downstream impact for all components of the stormwater management system. Although the intention of the manual is to establish uniform design practices, it neither replaces the need for engineering judgment nor precludes the use of information not presented. Other accepted engineering procedures may be used to conduct hydrologic, hydraulic and pollutant load studies if approved by the Public Works Department.

The Design Manual shall contain at a minimum the following components:

- (a) Permit application and site project closure processes;
- (b) Permit approval requirements;
- (c) Hydrologic, hydraulic, and water quality design criteria (i.e., design standards) for the purposes of control runoff rate, volume, and pollutant load. Suggested reference material shall be included for guidance in computations needed to meet the design standards;
- (d) Information and requirements for new and re-development projects in special protection areas that will be created to address TMDLs, known problem areas and other areas necessary to protect, maintain, and enhance water quality and the environment of Lexington County and the public health, safety, and general welfare of the citizens of Lexington County.

(e) Land Disturbance Permit Application requirements;

(f) Construction document requirements;

(g) Required and recommended inspection and maintenance schedules and activities for all components of the stormwater management system, including construction-related BMPs.

The Manual may be updated periodically to reflect the advances in technology and experience gathered with time. The most current version shall be the used by Lexington County for conveyance and BMP design, construction and maintenance.

Sec. 3-6 Ownership and Lexington County Participation

(a) Property owners and Lessees are responsible for maintaining stormwater quantity and quality facilities and all conveyance structures located on their property. Prior to the issuance of a Land Disturbance Permit, the property owner shall execute a legal document entitled "Covenants for Permanent Maintenance of Stormwater System", or the lessee shall execute a legal document entitled "Covenants for Maintenance of Stormwater System on Leased Property" ("the Covenants"). The property owner or the lessee, as the case may be, shall record the Covenants in the Office of the Lexington County Register of Deeds. The location of the facility, the recorded location of the Covenants document, and a note

stating the property owner's or Lessee's responsibility shall be shown on a plat, or in the case of a Lessee, as an exhibit attached to the Lessee's Covenants, that is also recorded in the Office of the Lexington County Register of Deeds. In the case of a lessee, the property owner shall be named on any Covenant and be required to conduct maintenance activities upon the termination of a lease agreement.

- (b) The property owner or lessee shall grant to Lexington County a perpetual, non-exclusive, transferable easement from a public street that allows for public inspection and emergency repair of all components of the drainage system, including all conveyances and all water quantity and quality control facilities. At the request of the Director of Public Works or his designee, the property owner or lessee shall grant to Lexington County right-of-ways.
- (c) Lexington County shall own and maintain all drainage system components that are constructed under or collect stormwater runoff from a County-owned road.
- (d) Stormwater quantity and quality control facilities shall be located so that required easements can be effectively used and ownership and maintenance responsibility can be clearly defined in deeds and plats.
- (e) Lexington County shall reserve the right to accept or deny ownership and maintenance of all or part of a stormwater system.

(f) The Covenants shall specify minimum maintenance requirements to be performed at necessary intervals by the property owner or lessee, as the case may be. Failure to perform such activities will constitute a violation of this Ordinance.

(g) If a facility or any portion of the stormwater system is not being maintained as required, the Director of Public Works or his designee will notify the property owner or Lessee, as the case may be, in writing. If property owner or Lessee, as the case may be, fails to repair or maintain the facility within the allotted time, the Public Works Department is authorized to proceed with applicable enforcement proceedings. In the case of an emergency or immediate threat to life and/or property the Public Works Department may authorize the work to be performed by the County or others. In such cases, the property owner or Lessee, as the case may be, shall reimburse the County for its direct and related expenses.

(h) A property owner or lessee may hire or contract others to perform necessary maintenance actions, but Lexington County will hold the person named in the Covenants as the responsible party should legal actions described in (g) be necessary.

(i) When the Director of Public Works or his designee determines that additional storage capacity or pollution reduction beyond that

required by the applicant for on-site stormwater management is necessary in order to enhance or provide for the public health, safety and general welfare, to correct unacceptable or undesirable existing conditions or to provide protection in a more desirable fashion for future development, Lexington County may:

- (1) require that the applicant grant any necessary easements over, through or under the applicant's property to provide access to or drainage for such a facility;
- (2) require that the applicant obtain from the owners of property over, through or under where the stormwater management facility is to be located, any easements necessary for the construction and maintenance of same (and failing the obtaining of such easement Lexington County may, at its option, assist in such matter by purchase, condemnation, dedication or otherwise, and subject to (3) below, with any cost incurred thereby to be paid by Lexington County);
- (3) to implement the provision of additional stormwater control, both Lexington County and developer must be in agreement with the proposed facility that includes the additional storage or treatment capacity.

Sec. #3-7 Maintenance, Construction, Inspection, and Project Closure

Maintenance of the stormwater management system is critical for the

achievement of its purpose of controlling stormwater runoff quantity and quality and the short-term and long-term public health, safety, and general welfare of the citizens of Lexington County.

- (a) A permanent maintenance plan for the stormwater management system shall be included in the Land Disturbance Permit Application. As part of the maintenance plan, the property owner or lessee of such facility shall specifically agree to be responsible for permanent maintenance. In order to transfer maintenance responsibility, a letter of acceptance by the new owner(s) accepting permanent maintenance responsibility shall be filed with the Public Works Department.
- (b) As part of the Land Disturbance Permit Application, the applicant shall submit construction and BMP maintenance and inspection schedules. Required and recommended schedules for BMP maintenance and inspection are to be provided in the Land Development Manual.
- (c) If the construction is to be phased, no stage work, related to the construction of stormwater management facilities shall proceed until the preceding stage of work is completed in accordance with the approved Land Disturbance Permit. The procedure for construction phases beginning and ending and what constitutes such conditions shall be developed and detailed in the Land Development Manual.
- (d) The permittee shall notify the Director of Public Works or his

designee before commencing any work to implement the approved Land Disturbance Permit and upon completion of any phase or designated component of the site. Notification schedules shall be provided for in the Land Development Manual. All self-inspections, maintenance actions, BMP replacements, and changes to the approved Land Disturbance Permit shall be documented and presented upon request to the Director of Public Works or his designee.

(e) The permittee shall notify the Public Works Department that the site, or portion of the site, is sufficiently stabilized to begin the closure process. If portions of the site are to close prior to others (e.g. phased construction), a proposed schedule shall be included in the approved Land Disturbance Permit. The closure process shall at a minimum require:

(1) a final plat showing the location of all stormwater easements and responsible party for the maintenance of the system. References shall be made to any all ownership and lessee Covenants established for ensuring the maintenance and long term functioning of the stormwater system. The plats shall also show conflicts with other new or existing easement;

(2) documentation from the owner of the approved Land Disturbance Permit, including any revisions and as-built construction drawings, inspection

reports, and stormwater system ownership transfers;

(3) that all components of the stormwater management system meet the approved Land Disturbance Permit and specifications or achieve the function for which they were designed. In addition, the site shall be cleared of all construction trash and debris from the stormwater system and the site as a whole;

(4) a final inspection conducted by the Director of Public Works or his designee

(f) The project closure process must be completed by the Public Works Department prior to any of the following actions, as applicable:

(1) The use or occupancy of any newly constructed components of the site.

(2) Acceptance of any road into the Official Lexington County Road Inventory or designation of road owner and associated stormwater management system.

(3) Release of any bond held by Lexington County.

(4) Approval and/or acceptance for recording of map, plat or drawing, the intent of which is to cause a division of a single parcel of land into two or more parcels.

Sec. #3-8. Watercourse Protection

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

To assist in the compliance with State and Federal laws and regulations, the Public Works Department may develop special protection areas which require additional control of stormwater quality and quantity than provided by minimum design standards. Such areas may consist of watershed corresponding to adopted TMDLs, known flooding problems and pollution impairments, or other areas necessary to protect, maintain, and enhance water quality and the environment of Lexington County and the public health, safety, and general welfare of the citizens of Lexington County. These areas can be expected to change with time as development continues and federal and state law demands.

New stormwater systems created as the result of any new and re-development project shall be connected to the existing drainage system in a manner to so as not degrade the integrity of the existing system, whether natural or manmade, and shall have demonstrated this to the Public Works Department prior to issuance of the project closure. Discharge points shall be confined to connections with an existing natural or man-made drainage system. When stormwater discharges are

to flow into collection systems not owned and maintained by Lexington County, the owners of all such systems, private or public, shall be notified and provided the opportunity to review such plans. The owners of these systems shall maintain the right to disapprove new connections to their system. Private systems shall include all those on private property, including private controls. Inline ponds shall be included as jurisdictional waters of State and are not included as private systems, but instead protected by this Ordinance as any other water of the State.

Sec. #3-9. Notification of Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation and maintenance, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, including but not limited to oils, greases, engine fluids and fuels, chemicals, herbicides and pesticides, and fertilizers, said person shall immediately notify all necessary agencies of the occurrence via emergency dispatch services. This shall include the Lexington County Public Safety Department and Public Works Department. Notifications shall be confirmed by written notice addressed and mailed to the Public Works Department within 5 business days of the spill event. In the event of a release of non-hazardous materials, said person shall record an onsite written record of

the spill. The owner or operator of such establishment shall retain an on site written record of any and all spills that will include information on cleanup measures taken and the actions to prevent its recurrence. Such records shall be retained for at least 5 years.

Failure to provide notification of a release as provided above is a violation of this ordinance.

The owner, operator, or other designated responsible party will bear all costs of cleaning up any spills. In the event that Lexington County departments clean up a spill, the owner, operator, or designated responsible party will be required to reimburse the County for funds used in the clean-up.

Secs. 3-10. Reserved.

**DIVISION 4 – DETECTION AND
REMOVAL OF ILLICIT
CONNECTIONS AND DISCHARGES
AND IMPROPER DISPOSAL**

**Sec. 4-1. Illicit Connections, Illicit
Discharges and Improper
Disposal.**

(a) It is unlawful for any person to connect any pipe, open channel, or any other conveyance system that discharges anything, except stormwater or unpolluted water which is approved by the Public Works Department, into the MS4 or a Water of the State.

(b) It is unlawful for any person to continue the operation of any such illicit connection regardless of whether the connection was permissible when constructed. Improper connections in violation of this ordinance must

be disconnected and redirected, if necessary, to the satisfaction of the Director of Public Works or his designee and any other federal, state, or local agencies or departments regulating the discharge.

(c) It is unlawful for any person to throw, drain, or otherwise discharge to the County's MS4 or to the waters of the State or to cause, permit, or allow a discharge that is composed of anything except stormwater or unpolluted water which is approved by the Public Works Department.

(d) The Director of Public Works or his designee may require controls for or exempt from the prohibition provision in (a), (b), and (c) above the following, provided that a reasonable determination is made that they are not a significant source of pollution:

- (1) Unpolluted industrial cooling water, but only under the authorization and direction of the Director of Public Works or his designee and appropriate NPDES permit.
- (2) Water line flushing performed or required by a government agency, diverted stream flows, rising ground waters, and unpolluted pumped ground waters, and unpolluted ground water infiltration.
- (3) Discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water

from crawl space pumps, footing drains, lawn watering, individual car washing, dechlorinated swimming pool discharges, flows from riparian habitats and wetlands, and street wash water.

- (4) Discharges or flows from fire fighting.
- (e) Lexington County may develop procedures for allowing other non-stormwater discharges not listed in (d) (1-4).
- (f) In the event of an accidental discharge or an unavoidable spill into the Lexington County MS4 of any pollutant, the person concerned shall inform the Lexington County Director of Public Works or his designee on the same business day, or no longer than 24 hours, of the nature, quantity and time of occurrence of the discharge. The person concerned shall take immediate steps to contain the waste, treat the waste or other actions to minimize affects of the discharge on the MS4 and receiving waters. The person shall also take immediate steps to ensure no recurrence of the discharge. The owner, operator, or other designated responsible party will bear all costs of cleaning up any spills. In the event that Lexington County departments clean up a spill, the owner, operator, or designated responsible party will be required to reimburse the County for funds used in the clean-up.

Sec. 4-2. Detection of Illicit Connections and Improper Disposal.

- (a) The Public Works Department shall take appropriate steps to detect and eliminate illicit connections to the Lexington County Stormwater System, including the adoption of a program to screen illicit discharges and identify their source or sources, perform inspections, and levy fines if not removed.
- (b) The Public Works Department shall take appropriate steps to detect and eliminate improper discharges. These steps may include programs to screen for disposal, programs to provide for public education and public information, inspection, levy fines, and other appropriate activities to facilitate the proper management and disposal of used oil, toxic materials, and household hazardous waste.

Sec 4-3. Waste Disposal Prohibitions.

- (a) No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the U.S., any refuse, rubbish, garbage, litter, pet fecal matter, or other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to pollution. Yard debris, including natural foliage, may be deposited in the public right of way but not in or

on any stormwater conveyance structures, including inlets and gutters, but only if a collection service is available. Wastes in proper waste receptacles may be placed in the street for collection, but again only if collection by or through the County is in place. No waste or yard debris shall be placed in the street without such a collection service.

Note:

Sec. 4-4. Discharges in Violation of Industrial or Construction Activity NPDES Storm Water Discharge Permit.

(a) Any person subject to an industrial or construction activity NPDES Storm Water Discharge Permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director of Public Works or his designee prior to or as a condition of the issuance of a Land Disturbance Permit, and/or a building permit.

Secs. 4-5. Reserved.

DIVISION 5 – MONITORING AND INSPECTIONS

Sec. 5-1. Monitoring.

(a) The Public Works Department may monitor the quantity and concentration of pollutants in stormwater discharges from the areas and/or locations designated in Lexington County's SWMP.

Sec. 5-2. Inspections.

(a) The Director of Public Works or his designee, bearing proper credentials and identification, may enter and inspect all properties for regular inspections, periodic investigations, monitoring, observation measurement, enforcement, sampling and testing, to effectuate the provisions of this ordinance and the SWMP programs. The Director of Public Works or his designee shall duly notify the owner of said property or the representative on site and the inspection shall be conducted at reasonable times.

(b) Upon refusal by any property owner to permit an inspector to enter or continue an inspection, the inspector shall terminate the inspection or confine the inspection to areas concerning which no objection is raised. The Director of Public Works or his designee shall document the refusal and the grounds for such and promptly seek appropriate compulsory process.

(c) In the event that the Director of Public Works or his designee reasonably believes that discharges from the property into the Lexington County MS4 may cause an imminent and substantial threat to human health or the environment, the inspection may take place at any time and without notice to the owner of the property or a representative on site. The inspector shall present proper credentials upon reasonable request by the owner or representative.

(d) Inspection reports shall be maintained in a permanent file

located in the Public Works Department's office.

(e) At any time during an inspection or at such other times as the Public Works Department or his designee may request information from an owner or representative, the owner or representative may identify areas of his facility or establishment, material, or processes that contain or might reveal a trade secret. If the Director of Public Works or his designee has no clear and convincing reason to question such identification, all material, processes and all information obtained within such areas shall be conspicuously labeled "CONFIDENTIAL - TRADE SECRET." The trade secret designation shall be freely granted to any material claimed to be such by the owner or representative unless there is clear and convincing evidence for denying such designation. In the event the Director of Public Works or his designee does not agree with the trade secret designation, the material shall be temporarily designated a trade secret and the owner or representative may request an appeal of the Public Works Department's decision in the manner in which all such appeals are handled in this ordinance.

Sec. 5-3 Reserved.

**DIVISION 6 - ENFORCEMENT,
PENALTIES, AND ABATEMENT**

Sec. 6-1. Enforcement

(a) When the Director of Public Works or his designee finds that work done under any Land Disturbance permit for new and re-developments issued under the provisions of this Ordinance fails to conform to the approved Land Disturbance Permit, or that the work has not been done, the Director of Public Works or his designee may, as deemed necessary and after due process, by written Notice of Violation (NOV), direct conformity to said Permit(s). Actions may include:

- (1) issuing a written order to comply, to suspend work, or to revoke the permit issued;
- (2) seeking redress through legal action;
- (3) withholding the release of permanent electric power to the site, and/or
- (4) withholding other needed permits for the site.

The NOV shall serve as a legal requirement to remove the violation(s). The written NOV shall be provided to the owner or the person responsible for land disturbing activities stating the nature of the violation, the amount of time in which to correct deficiencies, the date on which an inspection will be made to make sure that corrective action has been performed, and the proposed penalty structure if corrective action is not taken by the inspection date. After the issuance of the NOV and following due process, the Director of Public Works or his designee is

hereby given the authority to levy fines as described in this section.

(b) When the Director of Public Works or his designee determines that an owner has failed to maintain a stormwater management facility, written NOV shall be provided to the owner or the person in possession, charge or control of such property stating the nature of the violation, the amount of time in which to correct deficiencies, the date on which an inspection will be made to make sure that corrective action has been performed, and the proposed penalty structure if corrective action is not taken. It shall be sufficient notification to deliver the notice to the person to whom it is addressed, or to deposit a copy of such in the United States Mail, properly stamped, certified and addressed to the address used for tax purposes. The NOV may address the entire site, or a specific portion of the site so as not to unduly impede the development of areas being managed for the control of stormwater runoff and associated pollutants.

(c) When the Director of Public Works or his designee determines that an owner of any property is causing or partially causing flooding, erosion, or non-compliance with water quality standards of this Ordinance, upon providing valid proof of such impacts, the Director of Public Works or his designee can require owners to remove the proven impact in a concerted, prudent manner. A written NOV shall be issued to the owner containing the information stated above.

Following the issuance of the NOV and due process, the Director of Public Works or his designee is hereby given the authority to levy fines as described in this section.

(d) The County Attorney is hereby directed to take all legal actions necessary to correct situations described in (a), (b) and (c), including actions that are necessary to remove from the property such objectionable conditions constituting non-compliance with this Ordinance.

(e) Nothing contained in this Ordinance shall impair the right or ability of the County Attorney to exercise any and all other remedies available, at law or in equity, including without limitation, the pursuit of injunctive relief, under emergency circumstances where there exists the danger of bodily injury or death.

(f) The authorized enforcement agency or its appointed agent may obtain injunctive relief to enjoin violations of the provisions of this Ordinance, and any person damaged as a result of such violations may, upon a proper showing of such damages, obtain payment therefore by a civil action.

(g) This Ordinance may be enforced by any other remedy of law or equity that the Public Works Department is authorized to pursue, to include the authorities and powers conferred to local governments by the General Assembly of South Carolina. The penalties and other remedies

provided in this Ordinance are cumulative and not exclusive, and may be independently and separately pursued against the same person for the activity constituting a violation of this Ordinance. The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies in other provisions of this Code or other laws and regulations.

(h) The Department of Public Works shall provide due process into the enforcement of violations so as to provide owners, lessee, and other responsible parties the abilities to resolve said violations in a timely matter before facing fines and civil and criminal penalties. It is the intent of this Ordinance that violators be given appropriate due processes.

Sec. 6-2. Civil Penalties

Any person violating any provision of this ordinance shall be subject to a civil penalty subject to the penalty jurisdiction of magistrate's court. Each separate day of a violation, constitutes a new and separate violation.

Sec. 6-3. Additional Legal Measures

(a) Where Lexington County is fined and/or placed under a compliance schedule by the state or federal government for a violation(s) of its NPDES permit, and Lexington County can identify the person(s) who caused such violation(s) to occur, Lexington County may pass through the penalty and cost of compliance to that person(s).

(b) The Lexington County Attorney may institute injunctive, mandamus or other appropriate action or proceedings at law or equity, including criminal conviction, for the enforcement of this Ordinance or to correct violations of this Ordinance, and any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, mandamus or other appropriate forms of remedy or relief.

Sect. 6-4. Corrective Action

In the event a violation of this Ordinance has not been corrected within the applicable time period for correction, Lexington County, or its contractor, may enter upon the lot or parcel of land and correct the violation, and the costs incurred as a result of such action (including inspection, administration, labor and equipment costs) shall be collected from the bond, if in place and sufficient to cover such costs, or shall become a lien upon the property and shall be collected in the same manner as Lexington County taxes are collected.

Sec. 6-5. Stop Work

The Director of Public Works, his designee, or other authorized personnel may issue a stop work order if it is found that a land disturbance activity is being conducted in violation of this Ordinance.

The stop work order may allow or require correction of NOV issues, but shall otherwise stop all other project related activities. Any person in violation of a stop work order is subject to payment

of all fees, bonds, and penalties prior to the lifting of the stop work order.

Sec. 6-6. Permit Suspension and Revocation

A Land Disturbance permit may be suspended or revoked if one or more of the following violations have been committed:

- (a) violations of the conditions of the Land Disturbance Permit Application approval,
- (b) construction not in accordance with the letter or intent of the approved plans,
- (c) non-compliance with correction notice(s) or stop work order(s), or
- (d) the existence of an immediate danger to a downstream area in the judgment of the Director of Public Works or his designee.

Sec. 6-7 Criminal Penalties

In addition to any applicable civil penalties, any person who negligently, willfully or intentionally violates any provision of this Ordinance shall be guilty of a misdemeanor and shall be punished subject to the penalty jurisdictional of magistrate's court. Each day of a violation shall constitute a new and separate offense.

Sec. 6-8 Reserved.

DIVISION 7 – VARIANCES FROM DESIGN REQUIREMENTS

The Director of Public Works, his designee, or other authorized personnel

may grant a variance from the requirements of this ordinance if exceptional circumstances applicable to a site exist such that strict adherence to the provisions of the ordinance will result in unnecessary hardship and will not fulfill the intent of the ordinance. The Director of Public Works, his designee, or other authorized personnel may also grant credits to those design that seek to install BMPs which provide further water quality protection than the minimum standards required by this Ordinance. The Land Development Manual shall provide a process and guidelines for design credits as necessary. These provisions do not apply to areas within the floodplain.

A written request for a variance shall be required and shall state the specific variance sought and the reasons, with supporting data, a variance should be granted. The request shall include all information necessary to evaluate the proposed variance. Design credits must be clearly defined and documented in the permit application.

Sec. 7-1 Reserved.

DIVISION 8 – APPEALS

Sec. 8-1. Appeals Process

Any person aggrieved by a decision by the Director of Public Works or his designee may appeal the same by filing a written notice of appeal with the Planning Commission within (30) thirty days of the issuance of said decision. If the person to whom the decision or notice of violation is directed fails or neglects to appeal the notice of violation within (30) thirty days

of the issuance of said decision or Notice of Violation, the decision or violation becomes final.

Sec. 8-2.

The Planning Commission will review the appeal and will either reverse or modify the decision or make the decision final. The notice of appeal shall state the specific reasons why the violation or decision of the Public Works Department is alleged to be in error.

Sec. 8-3.

The Planning Commission shall hear and determine such appeals in a quasi-judicial capacity within 30 days or such other times as may be mutually agreed upon and will render a decision within 10 working days after the appeal has been heard.

Sec. 8-4

Any person aggrieved by the decision of the Planning Commission may appeal the decision to the Lexington County Magistrate Court in accordance with its rules and procedures.

Sec. 8-5 Reserved.

DIVISION 9 – CHARGES AND FEES

Sec. 9-1. Funding.

In addition to all other charges, fees, and penalties, Lexington County shall have the right to develop and impose a Stormwater Service Fee to fund implementation of this Stormwater Management Ordinance and its associated programs and plans. Establishment and revision of such fees

shall be approved by the Lexington County Council.

Sec. 9-2. Connection to Conveyances.

The Public Works Department shall have the right to establish a schedule of appropriate fees for any person or property owner establishing a new discharge to waters of the State within Lexington County or to a wet weather conveyance. Such fee shall be payable as part of any permit application or submission, regulating the discharge of stormwater runoff (i.e. plan review fees). Permit fees shall be established on the basis of facility classes relating to the quantity and quality of permitted discharge. Establishment and revision of such fees shall be approved by the Lexington County Council.

Sec. 9-3 Plan Review.

Costs associated with plan review of land development construction documents other than those routinely performed by the Stormwater Division may be assessed a fee representing the cost in labor, equipment, and materials expended in the conduct of the review. Establishment and revision of such fees shall be approved by the Lexington County Council.

Sec. 9-4. Field inspection.

Costs associated with field inspection of land development or construction activities other than those routinely performed by the Public Works Department as part of compliance monitoring may be assessed a fee representing the cost in labor, equipment, and materials expended in the conduct of

the inspection. Establishment and revision of such fees shall be approved by the Lexington County Council.

DIVISION 10 – FLOODPLAIN MANAGEMENT PROGRAM

Sec. 10-1. Compliance

No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 10-2. Duties.

(a) The Floodplain Manager shall be responsible for day to day coordination, implementation and enforcement of this section of the Ordinance and the Floodplain Management Program. Without limitation, the Floodplain Manager shall have the following specific powers and duties:

- (1) Review all development permits to assure that the requirements of this ordinance have been satisfied.
- (2) Advise permittees that additional federal or State permits may be required, and if specific federal or State permits are known, require that copies of such permits be provided and maintained on file with the development permit.
- (3) Watercourse alterations
 - a) Notify adjacent communities

and the South Carolina Department of Natural Resources, Land Resources and Conservation Districts Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

b) Maintain written reports of maintenance to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.

c) If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management

Agency prior to the start of actual construction.

d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.

e) Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of the Stormwater Design Manual are met.

f) Require development proposals for proposed developments prior to signing off on and CLOMRs or LOMRs.

g) Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

h) Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.

i) Certification requirements

1) Obtain and review actual

elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in the Land Development Manual.

2) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in this section.

3) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in the Land Development Manual.

j) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

k) Where a map boundary showing an area of special flood hazard and field

elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in the Land Development Manual.

- 1) When base flood elevation data or floodway data has not been provided in accordance with Section # Lexington County Floodplain Management Program, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, State, or other source, including data developed pursuant to the standards for subdivision proposals outlined in the Land Development Manual, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of an NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

- m) When the exact location of boundaries of the areas special

flood hazards conflict with the current, natural topography information at the site the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local administrator will maintain a copy of the Letter of Map Amendment issued from FEMA.

- n) Make on-site inspections of projects in accordance with the administrative procedures outlined Manual.
- o) Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in this ordinance.
- p) Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- q) Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six (6) months, of any annexations or detachments that include special flood hazard areas.
- r) The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to

environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.

- s) Perform an assessment of damage from any origin to the structure using FEMA's Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred.
- t) Perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

The market values shall be determined by one of the following methods:

- 1) the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner; or,
- 2) one or more certified appraisals from a registered professional licensed in accordance with the laws of South Carolina and the appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less depreciation for functionality and obsolescence and site improvements. The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures.
- 3) Real Estate purchase contract within 12 months prior to the date of the application for a permit.

Sec. 10-3. General and Specific Standards.

Development may not occur in the floodplain where alternative locations exist due to the inherent hazards and risks involved in floodplain development. Before a permit is issued, the applicant shall demonstrate that new structures cannot be reasonably be located out of the floodplain and that encroachments onto the floodplain are minimized. In all areas of special flood hazard the provisions of

the Land Development Manual shall apply:

It shall be the responsibility of the property owner, lessee or person responsible for land disturbing activities to provide adequate controls to meet the design and engineering standards.

Sec. 10-4. Variances.

The Planning Commission may grant a variance from the requirements of the Floodplain Management Section of this Ordinance as outlined in the Land Development Manual.

Secs. 10-5. Reserved.

DIVISION 11 – APPENDIX

Definitions

“Applicant” is a person, firm, governmental agency, partnership, or any other entity who seeks to obtain approval or a permit under the requirements of this Ordinance and who will be responsible for the land disturbing activity and related maintenance thereof.

“As-built drawings” are revised construction drawings that show in the installed location of the new facilities on a project, including the stormwater system. This term and “record drawings” shall be synonymous.

“Best Management Practices (BMPs)” are any structural or non-structural measure or facility used for the control of stormwater runoff, be it for quantity or quality control. BMPs also includes schedules of activities, prohibitions of practices, maintenance procedures, treatment requirements, operating procedures, and other management practices to control site runoff,

spillage or leaks, sludge or waste disposal, drainage from raw material storage, or otherwise prevent or reduce the pollution of waters of the State.

“Construction” or “Construction Activity” is any activity involving clearing, grading, transporting, filling, or any other activity which causes land to be exposed to the danger of erosion, or which might create an alteration to an existing drainage way or other component of the stormwater system or facility.

“Director of Public Works” means the Director of the Lexington County Public Works Department.

“Developer” means any person who acts in his own behalf, or as an owner or as an agent for an owner of property, and who makes application for the permit necessary to disturb land or vegetation or to encroach upon a major drainage channel, or to encroach upon the designated floodplain.

“Erosion” means the general process by which soils or rock fragments are detached and moved by the action of wind, water, ice, and gravity.

“Easement” is an authorization by a property owner to the general public, a corporation, or a certain person or persons for the use of any designated part of his property for a specific purpose.

“Flood/flooding” is a temporary rise in the level of water which results in the inundation of areas not ordinarily covered by water.

“Illicit connection” means a connection to the Lexington County Stormwater System which results in a discharge that is not composed entirely of stormwater runoff

except discharges pursuant to an NPDES permit (other than the NPDES permit for the Lexington County Stormwater System).

“Improper disposal” means any disposal other than through an illicit connection that results in an illicit discharge, including, but not limited to the disposal of used oil and toxic materials resulting from the improper management of such substances.

“Illicit discharge” or “Illegal discharge” means any activity which results in a discharge to the Lexington County Stormwater System or receiving waters that is not composed entirely of stormwater except (a) discharge pursuant to an NPDES permit (other than the NPDES for Lexington County) and (b) discharges resulting from the fire-fighting activities.

“Land Disturbance” is any activity involving clearing, grading, transporting, filling, or any other activity which causes land to be exposed to the danger of erosion, or which might create an alteration in the natural drainageway.

“Land Disturbance Permit” means the legal document allowing land to be disturbed from its existing condition.

“Land Disturbance Permit Application” means the set of drawings, specifications, design calculations, SWPPP, and other documents that comprise all of the information for the control of stormwater for land disturbances which is required as part of the NPDES land disturbance permit, granted by Public Works Department and by this Ordinance. Approval of this application constitutes the issuance of and “Land Disturbance Permit”.

“Lexington County Stormwater System” or “Stormwater System” or “Lexington

County MS4” means the conveyance or system of conveyances (including roads with drainage systems, highways, right-of-way, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, storm drains, detention ponds, and other stormwater facilities) which is (a) owned or operated by Lexington County; (b) designed or used for collecting or conveying stormwater; (c) not a combined sewer system; and (d) not part of a Publicly Owned Treatment Works (POTW).

“Lessee” means the person in a lease agreement with a property owner for use of the property.

“Low Impact Development (LID)” is a set of principles and design components used to manage stormwater runoff by mimicking natural conditions and limiting pollutant transport through source control.

“Maintenance” means any action necessary to preserve stormwater system component, including conveyances, facilities and BMPs in proper working condition, in order to serve the intended purposes set forth in this ordinance and to prevent structural failure of such components.

“MS4” means municipal separate storm sewer system.

“New Development” or “Re-Development” means any of the following actions undertaken by any person, including, without limitation, any public or private individual or entity:

- (a) division of a lot, tract, or parcels or other divisions by plat or deed;
- (b) the construction, installation, or alteration of land, a structure,

impervious surface or drainage facility;

(c) clearing, scraping, grubbing or otherwise significantly disturbing the soil, vegetation, mud, sand or rock of a site; or

(d) adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging, or otherwise disturbing the soil, vegetation, mud, sand or rock of a site.

“NPDES” means National Pollutant Discharge Elimination System. See “Clean Water Act”

“NPDES permit” means the NPDES permit for stormwater discharges issued to Lexington County pursuant to the Clean Water Act and the federal stormwater discharge regulations (40 CFR 122.26) that allows for restricting pollutant loads as necessary to meet water quality standards.

“Outfall” or “Discharge point” means the point where Lexington County Stormwater System or other municipal and private systems discharges to waters of the State/United States.

“Owner” means any person who acts in his own behalf on an application for the permit necessary to disturb land or vegetation or to encroach upon a major drainage channel, or to encroach upon the designated floodplain and the person, if so designated by default or on legal documents, as the responsible party for maintenance of a stormwater system.

“Person” means any and all persons, natural or artificial and includes any individual, association, firm, corporation, business trust, estate, trust, partnership, two or more

persons having a joint or common interest, state or federal or an agent or employee thereof, or any other legal entity.

“Pollutant” means sediment, bacteria, and nutrients which cause exceedances of water quality standards, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water.

“Property Owner” means the legal owner of the property.

“Public Works Department” means the Lexington County Public Works Department, the Director of Public Works or any of that department’s duly authorized representatives or designees.

“Receiving waters” means the waters into which the Lexington County Stormwater System outfalls flow and which are located within the jurisdictional boundaries of Lexington County and include, without limitation, any lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, , inlets, canals, and all other bodies of surface or underground water, natural or artificial, public or private.

“Regulation” means any regulation, rule or requirement prepared by and/or adopted by the Lexington County Council pursuant to this Ordinance.

“SWMP” means the Lexington County Stormwater Management Program, which contains components that are required as part of the NPDES stormwater permit. These components are documented in the SWMP Plan.

“Stormwater” means stormwater runoff, snowmelt runoff, and surface runoff and drainage.

“Stormwater management” means the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner to meet the objectives of this ordinance and its terms, including, but not limited to, measures that control the increased volume and rate of stormwater runoff and water quality impacts caused by manmade changes to the land.

“Stormwater management facility”, also referred to as BMPs, or structural BMPs, are any structure used for the control of stormwater runoff, be it for quantity or quality control.

“TMDL” is a regulatory value developed to represent the amount of a pollutant that a waterbody can incorporate while meeting water quality standards. TMDL are further defined as the legal document developed by EPA and SCDHEC designating the pollutant load a permitted discharge is allowed to input into a waterbody.

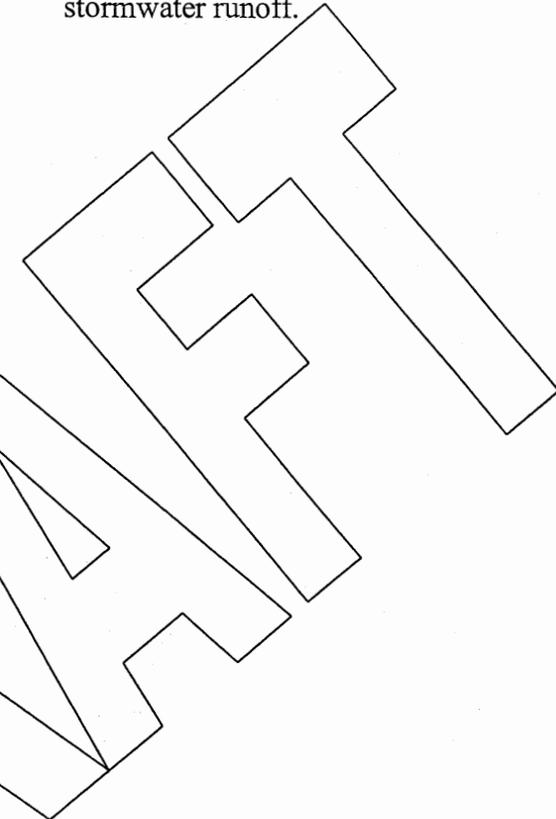
“Variance” means the modification of the minimum stormwater management requirements contained in this Ordinance and the SWMP for specific circumstances where strict adherence to the requirements would result in unnecessary hardship and not fulfill the intent of this Ordinance.

“Watercourse” is any natural or man-made conveyance used to transport runoff from one location to the next.

“Watershed” is a drainage area or drainage basin contributing to the flow of stormwater into a receiving watercourse or water body.

“Water Quality” means those characteristics of stormwater runoff that relate to the physical, chemical, biological, or radiological integrity of water.

“Water Quantity” means those characteristics of stormwater runoff that relate to the rate and volume of the stormwater runoff.

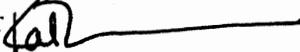


The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the internet.



COUNTY OF LEXINGTON

212 South Lake Drive
Lexington, SC 29072

To: Todd Cullum, Chairman, County Council Airport Committee
From: Katherine Hubbard, County Administrator 
Date: April 17, 2007
Re: Lexington County Airport at Pelion(LCAP) Strategic Visioning Session – Goals & Objectives

Please find below the recap of the goal and objectives that were recommended as a result of Council's strategic visioning session on March 20, 2007 with the LPA Group, Inc. If any additional information is needed, please let me know.

Goal: Develop airport to its potential by 2022.

Objective: Update lighting system and NAVAIDS by September 2008.

Initiative: Secure FAA grant by October 2007.

Initiative: Secure Congressional delegation support for discretionary funds by June 2007.

Objective: Determine flying community needs for LCAP by summer 2007.

Initiative: Distribute survey to pilots/corporations/flying community by summer (August 31) 2007.

Initiative: Establish advisory committee comprised of members of the aviation community by summer (August 31) 2007.

Objective: Secure funding for partial apron rehabilitation by October 2008.

Objective: Determine airport management direction (Airport Manager vs. FBO) by summer (August 31) 2007.

Objective: Extend runway to 5,000 – 5,500 feet by 2013 based on results of survey of aviation community (recreational airport (A-1) vs. corporate flying community (BII)).

Cc: Ken Holt, Vice President, LPA Group, Inc.
Andy Busbee, Project Manager, LPA Group Inc.
Jim Starling, Engineer Associate III, Public Works

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24TH DAY OF APRIL, TWO THOUSAND AND SEVEN, ADOPTED THE FOLLOWING:

WHEREAS, Lexington County recognizes the importance of aviation with regard to its impact to the community and the state and, therefore, decided to acquire the former Pelion Corporate Airport in December 2004; and

WHEREAS, Lexington County recognizes that it is important to be proactive with regard to maintaining a safe airport facility and has identified the airfield lighting rehabilitation project as their first priority and has committed local funds to match Federal and State grants; and

WHEREAS, Lexington County recognizes that there is a need for various additional improvements at the Lexington County Airport at Pelion to include those depicted on the Airport Layout Plan, conditionally approved by the Federal Aviation Administration on January 28, 2005, including: lengthening and widening Runway 17/35; extending Taxiway "A"; expanding the aircraft parking apron; adding new T-hangars and tie-downs; and acquiring property, etc.; and

WHEREAS, Lexington County recognizes the need to thoroughly identify and prioritize improvement projects for the next five years and submit the necessary information to the Federal Aviation Administration and State Division of Aeronautics, as evidenced by the submission of an Airport Capital Improvement Plan (2007-2012) and a Pre-application for Fiscal Year 2008, which was accomplished in December 2006; and

WHEREAS, Lexington County calls upon the assistance of its Congressional Delegation to assist with approval of discretionary aviation funds that may be needed to accomplish the safety related improvements that are needed at the Lexington County Airport at Pelion.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, are committed to maintaining and improving the Lexington County Airport at Pelion to enhance safety, meet the existing and future needs of airport users, and to foster economic development in the Pelion/Swansea/Gaston area of the County and beyond, which will be demonstrated by County officials developing and maintaining relationships with State Division of Aeronautics and Federal Aviation Administration officials and other governmental and quasi-governmental entities, as appropriate, and by appropriating County funds to match Federal, State, and other grants to advance the airport.

AND BE IT FURTHER RESOLVED by Lexington County Council that it seeks the assistance of the Congressional Delegation in its endeavors and funding needs to enhance the safety of the Lexington County Airport at Pelion.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

Attest:

Diana W. Burnett, Clerk

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

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24TH DAY OF APRIL, TWO THOUSAND AND SEVEN, ADOPTED THE FOLLOWING:

WHEREAS, the members of the Lexington County Emergency Medical Services devote their lives to saving the lives of others; and

WHEREAS, Emergency Medical Services Technicians and Paramedics at the Lexington County Emergency Medical Services are specialists trained to provide lifesaving pre-hospital basic and/or advanced life support and must be available 24 hours a day each week; and

WHEREAS, advances in the Lexington County Emergency Medical Services have improved the quality of life in Lexington County through minimizing the morbidity and mortality of victims of sudden illness and injury; and

WHEREAS, the visitors and residents of Lexington County, South Carolina, benefit daily from the encouragement, commitment, knowledge, and skills of these trained individuals in the Lexington County Emergency Medical Services; and

WHEREAS, these trained individuals answered over 28,000 calls for emergency medical treatment and transportation of the sick and injured in the last calendar year; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of Emergency Medical Services teams by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, does hereby proclaim the week of May 20-26, 2007 as **EMERGENCY MEDICAL SERVICES WEEK** in Lexington County and extends its sincere gratitude to the dedicated members of the Lexington County Emergency Medical Services for a job well done.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24TH DAY OF APRIL, TWO THOUSAND AND SEVEN, ADOPTED THE FOLLOWING:

WHEREAS, James Perry Kimball has been a citizen of Lexington County for nearly 40 years and has been a dedicated and loyal servant to our community; and

WHEREAS, Perry has been a respected Master Plumber and Licensed Mechanical Contractor for many decades and has been an inspirational leader in the community; and

WHEREAS, Perry has demonstrated his commitment to community service by formerly serving as a member of the National Guard, Past Board Member and President of the Rotary Club of Lexington; Board Member of the Lexington Chamber of Commerce, Member of Lexington County Gamecock Club, Member of the Country Club of Lexington; and Lexington County Arts Association; and

WHEREAS, Perry served with honor on the Lexington County Building Codes Board of Appeals from January 1988 through February 2007 and maintained an impeccable attendance record during his service on the board; and

WHEREAS, Perry unselfishly devoted his time and expertise to fulfill the responsibilities of this appointment; and

WHEREAS, Perry's belief in fair process, belief in participatory government, sense of good humor, compassion for others and generosity and dedication to the people of Lexington County will always be cherished.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, extend to **JAMES PERRY KIMBALL** our sincere thanks and gratitude for many years of timeless service to his county and his fellow citizens as a member of the Lexington County Building Codes Board of Appeals.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 24TH DAY OF APRIL, TWO THOUSAND AND SEVEN, ADOPTED THE FOLLOWING:

WHEREAS, Jennifer T. Cunningham served with honor on the Lexington County Health Services District, Inc. Board of Directors from March 2004 through March 2007; and

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

WHEREAS, during Mrs. Cunningham's tenure on the Board, she has witnessed such projects as the construction of the Lexington Medical Park, the Irmo Medical Park, the Open MRI Addition, Heart Cath Lab Addition, and the construction of the \$150 million expansion to Lexington Medical Center that includes complete replacement of the Operating Room, expansion to the Laboratory and other departments and the addition of an inpatient bed tower that can accommodate 150 new beds; and

WHEREAS, Mrs. Cunningham has also served on the Building Committee, the Finance and Operations Committee, the Community Outreach Committee, and the Planning Committee.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, extend to **JENNIFER T. CUNNINGHAM** our sincere thanks and gratitude for the tremendous job she has done for the Board, the County, and the citizens of Lexington County.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

APPOINTMENTS - BOARDS & COMMISSIONS

April 24, 2007

BILLY DERRICK

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

SMOKEY DAVIS

Children's Shelter - David S. Hipp - Term expired 06/30/06 - Not eligible for reappointment
Board of Zoning Appeals – Bryan Clemenz (Resignation effective 03/20/07 - letter included)
Term expires 12/31/07

DEBBIE SUMMERS

Health Services District - Wayne D. Corley - Term expired 03/10/07 - Eligible for reappointment
Children's Shelter – Sheryl Lorick – Term expires 06/30/07 – Not 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 - Billy R. Oswald - Term expired 03/10/07 - Eligible for reappointment

TODD CULLUM

Health Services District - Elizabeth W. Foster - Term expired 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

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

Melanie P. Ellerbe – Term expires 06/15/07 – Not eligible for reappointment
Vacant – Term expires 06/15/2009

CULTURAL COUNCIL OF RICHLAND AND LEXINGTON COUNTIES

John Carrigg – Term expired - Not eligible for reappointment

Tuesday, March 20, 2007

Bryan Clemenz
124 Belle Chase Drive
Lexington, SC 29072

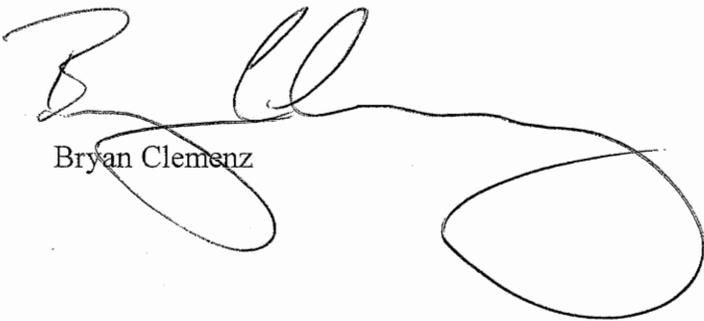
Smokey Davis
P.O. Box 7277
Columbia, SC 29202

RE: Resignation of Lexington County Zoning Board position

I wanted to thank you for the opportunity to serve our county as a Zoning Appeal Board Member for it has been a rewarding growth experience for me. I have recently accepted an executive position in Anchorage, Alaska with an engineering firm that services the oil and gas industries there. Thus, the 3/20/07 meeting will be my last.

A special thanks goes to the staff for their contributions, understanding and patience. We certainly do have a high caliber team in the Lexington County Planning and Development departments.

Kindest regards,

A large, stylized handwritten signature in black ink, appearing to be 'B. Clemenz', with a long horizontal flourish extending to the right.

Bryan Clemenz



cc Stan Smith & Bruce Heller

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

DATE: April 13, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager 

SUBJECT: Phase I Roadway and Water System Improvements
Saxe Gotha Industrial Park Project
Economic Development
BID NO B07039-04/05/07F

Competitive bids were solicited and advertised for the Phase I Roadway and Water System Improvements to serve the Saxe Gotha Industrial Park in Lexington County. A mandatory pre-bid was held on March 22, 2007 in which sixteen (16) general contractors attended. We received seven (7) bids (see attached bid tabulation).

Deepal S. Eliatamby, PE, Alliance Consulting Engineers, Inc.; John Fachtel, Director Public Works; and Sheila Fulmer, Procurement Manager evaluated the bids (see attached). It is our recommendation to award this project to C. R. Jackson, Inc. for a total of \$1,142,689.20.

Funds are appropriated in the following accounts:

4506-181100-5A7490	Saxe Gotha Industrial Park - Roadway Improvements	\$778,239.20
4506-181100-5A7471	Saxe Gotha Industrial Park - Water Improvements	\$364,450.00

I concur with the recommendation and further request that this bid be placed on County Council's agenda for their next scheduled meeting on April 24, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Al Burns, Economic Development Director
John Fachtel, Director of Public Works/Assistant County Administrator



April 6, 2007



Ms. Katherine Hubbard
County Administrator
Lexington County
212 S. Lake Drive
Lexington, SC 29072

RE: Phase I Roadway and Water System
Improvements to serve the Saxe Gotha Industrial
Park for Lexington County, South Carolina
Project No. 07102-32

Dear Ms. Hubbard:

On April 5, 2007 at 3:00 P.M., Lexington County received seven (7) bids from potential contractors for the Phase I Roadway and Water System Improvements to serve the Saxe Gotha Industrial Park in Lexington County, South Carolina. We have reviewed the bids and prepared the attached Bid Tabulation, Bid Comparison Sheet and Bid Opening Minutes for the referenced project for your consideration. Please note, a mathematical error was noted in the bid received from Rea Contracting, LLC in West Columbia, South Carolina, increasing their total bid amount to \$1,427,746.02.

Based on a review of the bids submitted and a review of the Contractor Qualifications, Alliance Consulting Engineers, Inc. recommends that the contract for the Phase I Roadway and Water System Improvements to serve the Saxe Gotha Industrial Park in Lexington County, South Carolina be awarded to the low bidder, C.R. Jackson, Inc. Inc. from Columbia, South Carolina for the amount of \$1,142,689.20. This mathematical error however, had no effect on the ranking of the bids received.

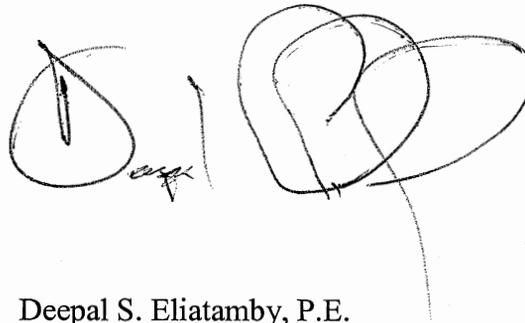
If Lexington County is in agreement with the recommendation outlined above, please sign and date the Notice of Award also enclosed with this correspondence and return to our office at your earliest convenience.

Ms. Katherine Hubbard, County Administrator
Lexington County
April 6, 2007 – Page 2 of 2

We trust this information is to your satisfaction. If you have any questions or comments regarding the above information, please do not hesitate to contact either Mr. James W. Frost, II, P.E. or myself at (803) 779-2078.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

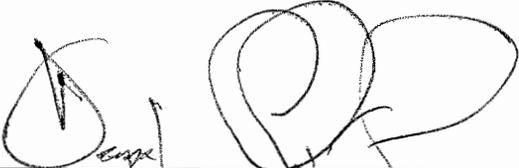
A handwritten signature in black ink, consisting of a stylized 'D' followed by a vertical line and a large, complex scribble.

Deepal S. Eliatamby, P.E.
President

Enclosures

cc: Mr. John Fachtel, Lexington County w/ enclosures
Ms. Sheila Fulmer, Lexington County w/ enclosures
Mr. Chuck Whipple, Lexington County w / enclosures

**CERTIFIED AS A TRUE AND CORRECT
TABULATION OF BIDS RECEIVED**



Deepal S. Eliatamby, P.E.
President

PROJECT NAME: Phase I Roadway and Water System Improvements to serve the Saxe Gotha Industrial Park for Lexington County, South Carolina

PROJECT NO.: 07102-32

PLACE: Lexington County – 2nd Floor Conference Room B
212 South Lake Drive
Lexington, SC 29072

BID DATE: April 5, 2007 at 3:00 PM

CONTRACTOR	AMOUNT OF BID	ORDER OF BIDS
C.R. Jackson, Inc. – Columbia, SC	\$1,142,689.20	1
McClam & Associates, Inc. – Little Mountain, SC	\$1,148,098.00	2
Cherokee, Inc. – Columbia, SC	\$1,173,919.00	3
Kirven Construction, Inc. – Darlington, SC	\$1,267,697.00	4
CBG, Inc. – Gaston, SC	\$1,273,672.62	5
L-J, Inc. – Columbia, SC	\$1,363,273.00	6
Rea Contracting, LLC – West Columbia, SC	\$1,427,746.02*	7

***NOTE:** Please note that a \$19,500.00 mathematical error was noted in the bid received from Rea Contracting, LLC in West Columbia, South Carolina, increasing their total bid amount to \$1,427,746.02.

Bid Comparison Sheet

Phase I Roadway and Water System Improvements to Serve the Saxe Gotha Industrial Park for Lexington County, South Carolina

No.	Quantity	Unit	Item Description	CBR-Jackson Inc.	McClain & Associates, Inc.	Cherokee, Inc.	Kivren Construction, Inc.	CBG, Inc.	LSI, Inc.	Ret Contracting, LLC	
				Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
1	1	LS	Mobilization/Bonding	\$43,320.00	\$14,700.00	\$55,000.00	\$28,935.00	\$10,000.00	\$2,950.00	\$117,000.00	
2	8	LF	Coating and Grubbing	\$7,000.00	\$30,800.00	\$24,000.00	\$3,875.00	\$3,500.00	\$3,600.00	\$30,720.00	
3	1	EA	Excavation Entrance/Exit	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,800.00	\$3,800.00	
4	3,000	LF	Silt Protection	\$145.00	\$425,000.00	\$35,000.00	\$47.50	\$35.00	\$4.50	\$13,500.00	
5	6	EA	Check Dams	\$415.00	\$2,490.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$2,400.00	
6	16	EA	Check Dams	\$415.00	\$6,640.00	\$8,000.00	\$500.00	\$500.00	\$1,000.00	\$16,200.00	
7	1	LS	Earthwork (Excavation/Backfill/Compaction)	\$183,600.00	\$296,500.00	\$180,000.00	\$165,301.00	\$207,816.62	\$288,900.00	\$308,155.22	
8	120	SY	18-inch RCP	\$81.00	\$9,720.00	\$85.00	\$10,200.00	\$70.00	\$8,400.00	\$9,360.00	
9	136	LF	18-inch RCP	\$23.50	\$3,196.00	\$28.00	\$3,808.00	\$24.00	\$3,264.00	\$4,243.20	
10	268	LF	24-inch RCP	\$32.50	\$8,720.00	\$32.00	\$8,576.00	\$32.00	\$8,576.00	\$10,452.00	
11	344	LF	30-inch RCP	\$47.20	\$16,236.80	\$48.00	\$16,512.00	\$44.00	\$15,136.00	\$17,406.00	
12	2	EA	Outlet Structure (w/U-Shaped Flip-Rap Frock Barm)	\$1,840.00	\$3,680.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$4,940.00	
13	6	EA	Yard Inlets (Standard)	\$12.70	\$76.20	\$13.00	\$78.00	\$13.61	\$81.66	\$81.66	
14	15,000	SY	12-inch Graded Aggregate Base Course	\$7.26	\$108,900.00	\$7.81	\$117,150.00	\$8.15	\$122,250.00	\$122,250.00	
15	14,200	SY	2-inch Asphaltic Binder Course (Type 1)	\$7.62	\$108,204.00	\$8.38	\$118,896.00	\$8.90	\$126,380.00	\$126,380.00	
16	14,200	SY	2-inch Asphaltic Surface Course (Type 1)	\$7.55	\$107,210.00	\$7.89	\$112,038.00	\$8.15	\$115,730.00	\$115,730.00	
17	1	LS	Pavement Striping and Signage	\$8,800.00	\$8,800.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
18	11	AC	Cresting	\$1,500.00	\$16,500.00	\$1,650.00	\$18,150.00	\$3,500.00	\$3,500.00	\$14,265.00	
19	1,200	CY	Removal of Unsuitable Soil, Backfill & Compaction of Suitable Soil Material	\$5.25	\$6,300.00	\$13.50	\$16,200.00	\$15.00	\$18,000.00	\$9.60	\$11,520.00
Division I - Roadway Improvements Old Wire Road Extension and Industrial Park Roadway				\$778,239.20	\$803,694.00	\$803,694.00	\$766,986.00	\$856,772.62	\$987,658.00	\$1,032,984.02	

No.	Quantity	Unit	Item Description	CBR-Jackson Inc.	McClain & Associates, Inc.	Cherokee, Inc.	Kivren Construction, Inc.	CBG, Inc.	LSI, Inc.	Ret Contracting, LLC
				Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
20	8,940	LF	10-inch PVC Water Main (w/ Appurtenances)	\$18.00	\$160,920.00	\$22.00	\$196,680.00	\$23.50	\$210,990.00	\$21.00
21	220	LF	10-inch DIP Water Main (w/ Appurtenances)	\$31.00	\$6,820.00	\$44.00	\$9,680.00	\$43.00	\$9,460.00	\$36.10
22	8	EA	10-inch Gate Valves	\$1,465.00	\$11,720.00	\$1,750.00	\$14,000.00	\$1,600.00	\$12,800.00	\$17,600.00
23	9	EA	Fire Hydrant Assembly	\$2,800.00	\$25,200.00	\$3,245.00	\$29,205.00	\$2,900.00	\$23,760.00	\$30,720.00
24	40	LF	Bore and Jack 24-inch Steel Casing (Super Drive)	\$285.00	\$11,400.00	\$190.00	\$7,600.00	\$226.00	\$9,040.00	\$9,040.00
25	40	LF	Bore and Jack 24-inch Steel Casing (CSX Railroad)	\$285.00	\$11,400.00	\$190.00	\$7,600.00	\$226.00	\$9,040.00	\$9,040.00
26	340	LF	Bore and Jack 24-inch HDPE Casing (Interstate 26)	\$52.00	\$17,680.00	\$53.00	\$18,040.00	\$30.00	\$10,200.00	\$95,560.00
27	360	LF	12-inch HDPE Pipe (w/ Appurtenances)	\$58.00	\$20,880.00	\$45.00	\$16,200.00	\$50.00	\$18,000.00	\$45.50
Division II - Water System Improvements				\$364,450.00	\$370,225.00	\$370,225.00	\$500,709.00	\$414,900.00	\$375,615.00	\$394,752.00
TOTAL BASE BID				\$1,142,689.20	\$1,173,919.00	\$1,173,919.00	\$1,267,697.00	\$1,279,672.62	\$1,363,273.00	\$1,427,746.02

No.	Quantity	Unit	Item Description	CBR-Jackson Inc.	McClain & Associates, Inc.	Cherokee, Inc.	Kivren Construction, Inc.	CBG, Inc.	LSI, Inc.	Ret Contracting, LLC
				Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
A-1	340	LF	Bore and Jack 24" Steel Casing (Interstate 26)	\$385.00	\$131,300.00	\$450.00	\$153,000.00	\$300.00	\$102,000.00	\$365.00
A-2	360	LF	10-inch DIP Water Main (w/ Appurtenances)	\$32.00	\$11,520.00	\$44.00	\$15,840.00	\$43.00	\$15,480.00	\$39.00
A-3	1	DAY	CSX Flagman	\$3,600.00	\$3,600.00	\$3,000.00	\$3,000.00	\$5,000.00	\$900.00	\$1,170.00
Division II - Water System Improvements (Alternate Bid Items)				\$149,420.00	\$166,850.00	\$83,460.00	\$144,200.00	\$117,960.00	\$127,168.00	\$134,550.00



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 13, 2007

TO: Katherine L. Hubbard
County Administrator

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

FROM: Donna J. Potts, CPPB
Procurement Officer *Donna J Potts*

SUBJECT: **Firefighting Equipment and Supplies - Public Safety/Fire Service**
Bid No. B07033-03/21/07H

Competitive bids were solicited and advertised for Firefighting Equipment and Supplies for Public Safety/Fire Service. Bidders were allowed to submit bids on one or a multiple of items, depending on the products that they could provide. The County's fire departments use fire ground and special equipment to meet the demands of firefighting. Because of severe demands placed on this equipment, some items will require replacing during the year. These items include but are not limited to nozzles, salvage covers, flashlights, chainsaws, assorted tools, fire rakes, etc. In addition to normal replacement, this will allow Fire Service to continue equipping all fire apparatus to standards set by the Insurance Service Office (ISO) and National Fire Protection Association (NFPA).

We received six (6) bids (see attached bid tabulation). Bids were evaluated by Russell Rawl, Fire Service Coordinator; Eddie Turner, Fire Chief, Fire Service (see attached); and Donna J. Potts, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications as follows:

Wally's Fire & Safety Equipment Incorporated	\$12,720.00
Allsource Enterprises	\$ 265.00
Newton's Fire & Safety, Incorporated	\$25,560.84
Municipal Emergency	\$11,077.02
Slagle's Fire & Equipment & Supply Company Incorporated	\$ 2,696.09

Total award including sales tax: \$52,318.95

Funds are appropriated in the following account:

#1000-131500-540021	Fire Ground and Special Equipment	\$52,318.95
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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 April 24, 2007.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator
Bruce E. Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Russell Rawl, Fire Service Coordinator
Eddie Turner, Fire Chief, Fire Service

County of Lexington

Bid Tabulation

B07033-03/21/07P
Firefighting Equipment and Supplies

Item #	Quantity	Description	Anderson Fire & Safety		Wally's Fire & Safety		Allsource Enterprises	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	30	Kochek Strainer	\$310.00	\$9,300.00	\$270.00	\$8,100.00	\$340.00	\$10,200.00
2	8	Battery #T3NIMH	no bid	no bid	\$90.00	\$720.00	no bid	no bid
3	8	Battery #10038412	no bid	no bid	no bid	no bid	\$80.00	\$640.00
4	95	SCBA Brackets	\$72.00	\$6,840.00	\$44.00	\$4,180.00	\$34.00	\$3,230.00
5	1	Storage cart	\$825.00	\$825.00	no bid	no bid	\$850.00	\$850.00
6	3	Hose guard	\$850.00	\$2,550.00	\$700.00	\$2,100.00	\$1,000.00	\$3,000.00
7	20	Chemical Fire Ext.	\$89.00	\$1,780.00	no bid	no bid	no bid	no bid
8	8	Foam Fire Ext.	\$185.00	\$1,480.00	no bid	no bid	no bid	no bid
9	1	Child Training Manikin	\$400.00	\$400.00	\$392.00	\$392.00	\$400.00	\$400.00
10	1	Infant Training Manikin	\$700.00	\$700.00	\$230.00	\$230.00	\$250.00	\$250.00
11	1	Cylinder Carrier	no bid	no bid	no bid	no bid	no bid	no bid
12	10	Streamlight	\$105.00	\$1,050.00	\$81.00	\$810.00	\$90.00	\$900.00
13	12	Mid-force nozzles	no bid	no bid	\$660.00	\$7,920.00	no bid	no bid
14	6	Booster nozzles	no bid	no bid	\$510.00	\$3,060.00	no bid	no bid
15	1	Hydrant tool bag	\$72.00	\$72.00	no bid	no bid	no bid	no bid
16	4	Carry & Shoulder strap kit	\$60.00	\$240.00	\$44.00	\$176.00	\$25.00	\$100.00
17	3	Halligan tool	\$150.00	\$450.00	\$133.00	\$399.00	\$180.00	\$540.00
18	4	Axe	\$98.00	\$392.00	\$39.00	\$156.00	\$40.00	\$160.00
19	2	Electric blower	\$1,750.00	\$3,500.00	\$1,475.00	\$2,950.00	\$1,650.00	\$3,300.00
20	4	Generator	\$1,185.00	\$4,740.00	\$1,087.00	\$4,348.00	\$1,000.00	\$4,000.00
21	1	Windshield saw	\$235.00	\$235.00	no bid	no bid	\$125.00	\$125.00
22	9	Hydrant wrench	\$28.00	\$252.00	no bid	no bid	no bid	no bid
23	4	Spanner wrench	\$10.00	\$40.00	no bid	no bid	no bid	no bid
24	7	Hydrant gate valves	\$255.00	\$1,785.00	\$250.00	\$1,750.00	no bid	no bid
25	1	Mounting bracket set	\$130.00	\$130.00	no bid	no bid	\$180.00	\$180.00
26	24	Salvage covers	\$435.00	\$10,440.00	\$92.00	\$2,208.00	no bid	no bid
27	6	Booster line spanner wrench	\$6.25	\$37.50	no bid	no bid	no bid	no bid
28	3	Portable flood lights	\$470.00	\$1,410.00	\$210.00	\$630.00	\$195.00	\$585.00
29	3	Mounting base for flood lights	\$295.00	\$885.00	\$30.00	\$90.00	\$30.00	\$90.00
30	2	Pry bars	\$320.00	\$640.00	no bid	no bid	\$28.00	\$56.00
31	3	Gated wye	\$285.00	\$855.00	\$235.00	\$705.00	\$208.00	\$624.00
32	3	I-beam Pike pole / standard	\$134.00	\$402.00	no bid	no bid	\$65.00	\$195.00
33	3	I-beam Pike pole / dry wall	\$92.00	\$276.00	no bid	no bid	\$80.00	\$240.00
34	2	I-beam Pike pole / multi-purpose	\$92.00	\$184.00	no bid	no bid	\$70.00	\$140.00

Item #	Quantity	Description	Anderson Fire & Safety		Wally's Fire & Safety		Allsource Enterprises	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
35	4	Alloy adapter 2.5 x 2.5	\$46.00	\$184.00	no bid	no bid	no bid	no bid
36	4	Alloy adapter 1.5 x 1.5	\$18.00	\$72.00	no bid	no bid	no bid	no bid
37	4	Alloy adapter 2.5	\$18.00	\$72.00	no bid	no bid	no bid	no bid
38	1	T-N-T tool	\$230.00	\$230.00	\$186.00	\$186.00	no bid	no bid
39	3	5" Stortz x 4.5 female adapter	\$214.00	\$642.00	\$138.00	\$414.00	no bid	no bid
40	4	5" Stortz x 2.5 female adapter	\$245.00	\$980.00	\$124.00	\$496.00	no bid	no bid
41	1	Little giant ladder	no bid	no bid	no bid	no bid	no bid	no bid
42	1	Indian pack	no bid	no bid	\$300.00	\$300.00	no bid	no bid
43	1	Forester's fire tool	no bid	no bid	\$59.00	\$59.00	\$37.00	\$37.00
44	10	Forestry fire rake	no bid	no bid	\$30.00	\$300.00	\$21.00	\$210.00
45	2	Bolt cutters	\$720.00	\$1,440.00	\$72.00	\$144.00	no bid	no bid
46	2	Gripper hose system	\$81.00	\$162.00	\$88.00	\$176.00	\$90.00	\$180.00
47	4	Hi-rise fire hose	\$97.00	\$388.00	no bid	no bid	\$90.00	\$360.00
48	2	Electric cord reel	\$185.00	\$370.00	no bid	no bid	\$130.00	\$260.00
49	2	HD 12/3 extension cord	\$185.00	\$370.00	no bid	no bid	\$190.00	\$380.00
50	1	Vent saw	\$1,575.00	\$1,575.00	no bid	no bid	\$1,390.00	\$1,390.00
51	5	Landing zone / scene safety kit	no bid	no bid	no bid	no bid	no bid	no bid
52	1	I-beam pike pole with d handle	\$69.00	\$69.00	no bid	no bid	\$58.00	\$58.00

Bids opened March 21, 2007

Donna J. Potts

Donna J. Potts, CPPB
Procurement Officer

County of Lexington

Bid Tabulation

B07033-03/21/07P
Firefighting Equipment and Supplies

Item #	Quantity	Description	Newton's Fire Safety		Municipal Emergency		Slagle's Fire Equip.	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	30	Kohek Strainer	\$260.00	\$7,800.00	\$275.62	\$8,268.60	\$301.00	\$9,030.00
2	8	Battery #T3NIMH	no bid	no bid	no bid	no bid	no bid	no bid
3	8	Battery #10038412	\$80.00	\$640.00	no bid	no bid	\$67.98	\$543.84
4	95	SCBA Brackets	\$36.00	\$3,420.00	\$30.23	\$2,871.85	\$34.93	\$3,318.35
5	1	Storage cart	\$705.00	\$705.00	\$803.33	\$803.33	\$869.57	\$869.57
6	3	Hose guard	\$635.00	\$1,905.00	\$726.49	\$2,179.47	\$799.83	\$2,399.49
7	20	Chemical Fire Ext.	no bid	no bid	\$82.00	\$1,640.00	\$75.47	\$1,509.40
8	8	Foam Fire Ext.	no bid	no bid	\$97.86	\$782.88	\$118.70	\$949.60
9	1	Child Training Manikin	\$335.00	\$335.00	\$406.47	\$406.47	no bid	no bid
10	1	Infant Training Manikin	\$193.00	\$193.00	\$238.06	\$238.06	no bid	no bid
11	1	Cylinder Carrier	\$80.00	\$80.00	\$101.78	\$101.78	\$137.20	\$137.20
12	10	Streamlight	\$76.50	\$765.00	\$82.10	\$821.00	\$89.70	\$897.00
13	12	Mid-force nozzles	no bid	no bid	no bid	no bid	\$1,020.41	\$12,244.92
14	6	Booster nozzles	no bid	no bid	no bid	no bid	\$788.50	\$4,731.00
15	1	Hydrant tool bag	\$18.00	\$18.00	\$22.89	\$22.89	\$18.91	\$18.91
16	4	Carry & Shoulder strap kit	\$39.00	\$156.00	\$44.62	\$178.48	\$46.06	\$184.24
17	3	Halligan tool	\$120.00	\$360.00	\$135.61	\$406.83	\$142.67	\$428.01
18	4	Axe	\$34.00	\$136.00	\$30.15	\$120.60	\$35.58	\$142.32
19	2	Electric blower	\$1,550.00	\$3,100.00	\$1,633.43	\$3,266.86	\$1,790.76	\$3,581.52
20	4	Generator	\$1,105.00	\$4,420.00	\$1,088.00	\$4,352.00	\$1,168.36	\$4,673.44
21	1	Windshield saw	\$135.00	\$135.00	\$137.64	\$137.64	\$188.65	\$188.65
22	9	Hydrant wrench	\$21.00	\$189.00	\$39.20	\$352.80	\$22.60	\$203.40
23	4	Spanner wrench	\$7.00	\$28.00	\$15.90	\$63.60	\$7.08	\$28.32
24	7	Hydrant gate valves	\$255.00	\$1,785.00	\$206.81	\$1,447.67	\$284.48	\$1,991.36
25	1	Mounting bracket set	\$83.00	\$83.00	\$93.81	\$93.81	\$97.95	\$97.95
26	24	Salvage covers	\$100.00	\$2,400.00	\$89.94	\$2,158.56	\$90.31	\$2,167.44
27	6	Booster line spanner wrench	\$6.00	\$36.00	\$6.68	\$40.08	\$7.08	\$42.48
28	3	Portable flood lights	\$180.00	\$540.00	\$177.77	\$533.31	\$195.17	\$585.51
29	3	Mounting base for flood lights	\$25.00	\$75.00	\$24.44	\$73.32	\$27.47	\$82.41
30	2	Pry bars	\$22.50	\$45.00	\$23.75	\$47.50	\$18.86	\$37.72
31	3	Gated wye	\$185.00	\$555.00	\$207.77	\$623.31	\$225.51	\$676.53
32	3	I-beam Pike pole / standard	\$60.00	\$180.00	\$50.24	\$150.72	\$66.64	\$199.92
33	3	I-beam Pike pole / dry wall	\$80.00	\$240.00	\$82.00	\$246.00	\$87.22	\$261.66
34	2	I-beam Pike pole / multi-purpose	\$70.00	\$140.00	\$75.00	\$150.00	\$75.33	\$150.66

Item #	Quantity	Description	Newton's Fire Safety		Municipal Emergencey		Slagle's Fire Equip.	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
35	4	Alloy adapter 2.5 x 2.5	\$17.00	\$68.00	\$18.18	\$72.72	\$19.02	\$76.08
36	4	Alloy adapter 1.5 x 1.5	\$13.00	\$52.00	\$14.14	\$56.56	\$14.80	\$59.20
37	4	Alloy adapter 2.5	\$10.00	\$40.00	\$10.77	\$43.08	\$11.10	\$44.40
38	1	T-N-T tool	\$180.00	\$180.00	\$174.69	\$174.69	\$201.63	\$201.63
39	3	5" Stortz x 4.5 female adapter	\$100.00	\$300.00	\$109.13	\$327.39	\$112.94	\$338.82
40	4	5" Stortz x 2.5 female adapter	\$88.00	\$352.00	\$95.64	\$382.56	\$87.68	\$350.72
41	1	Little giant ladder	no bid	no bid	no bid	no bid	\$433.67	\$433.67
42	1	Indian pack	\$315.00	\$315.00	\$345.40	\$345.40	no bid	no bid
43	1	Forester's fire tool	\$29.00	\$29.00	\$30.19	\$30.19	\$33.98	\$33.98
44	10	Forestry fire rake	\$37.00	\$370.00	\$32.99	\$329.90	\$37.07	\$370.70
45	2	Bolt cutters	\$65.00	\$130.00	\$54.00	\$108.00	\$69.17	\$138.34
46	2	Gripper hose system	\$74.00	\$148.00	\$74.23	\$148.46	\$85.43	\$170.86
47	4	Hi-rise fire hose	no bid	no bid	\$128.91	\$515.64	\$179.22	\$716.88
48	2	Electric cord reel	\$115.00	\$230.00	\$123.06	\$246.12	\$127.98	\$255.96
49	2	HD 12/3 extension cord	\$150.00	\$300.00	\$156.30	\$312.60	\$164.12	\$328.24
50	1	Vent saw	\$1,415.00	\$1,415.00	\$1,595.29	\$1,595.29	\$1,879.88	\$1,879.88
51	5	Landing zone / scene safety kit	no bid	no bid	\$175.00	\$875.00	no bid	no bid
52	1	l-beam pike pole with d handle	\$54.00	\$54.00	\$57.60	\$57.60	\$59.23	\$59.23

Bids opened March 21, 2007

Donna J. Potts

Donna J. Potts, CPPB
Procurement Officer

MEMORANDUM

TO: Donna Potts
Procurement

FROM: Russell Rawl 
Fire Service Coordinator

REFERENCE: B07033-03/21/07P
Firefighting Equipment and Supplies

After review of the above referenced bid, I make the following recommendations:

Anderson Fire & Safety – we do not recommend any purchases from Anderson Fire & Safety.

Wally's Fire & Safety Equipment, Inc. – we recommend the purchase of the following items which are low bid and meets specifications:

Item #02 – 8 each Bullard #T3NIMH batteries of T3 Max Thermal Imager Camera.
8 ea @ \$90.00/ea. = \$720.00

Item #13 – 12 each Task Force Tip (TPT) model # HMD-VPGI Mid-Force Nozzles,
70-250 GPM, 1.5 HN with pistol grips
12 ea @ \$660.00/ea. = \$7,920.00

Item #14 - 6 each Task Force Tip (TPT) model # B-BGH Ultimatic Booster Nozzle 1”
HN with pistol grips.
6 ea. @ \$510.00/ea. = \$3,060.00

Item # 42 - 1 each Gemtor Ves-tank model # VT-100 – 8 gallon vest-type Indian Pack
1 ea. @ \$300.00/ea. = \$300.00

Wally's was low bid on Item # 19. They bid an alternate product which was not an approved equal and did not provide descriptive literature with the bid.

Allsource Enterprises – we recommend the purchase of the following items which are low bid and meets specifications:

Item # 16 - 5 each True North model #106 marriage set carry and shoulder strap kit for halligan and axe.
5 ea. @ \$25.00/ea. = \$125.00

Item # 21 - 1 each Genesis Glas-Master model # GMM-1 windshield saw.
1 ea. @ \$125.00/ea. = \$125.00

Allsource was low bid on the following items.

Item # 19 bid an alternate product which was not an approved equal and did not provide descriptive literature with the bid.
Item # 33 and 34 bid same item and same price as Newton's Fire & Safety after coin toss Newton's won the bid with heads
Item # 44 bid an alternate product which was not an approved equal and did not provide descriptive literature with the bid.
Item # 47 bid an alternate product which was not an approved equal and did not provide descriptive literature with the bid.
Item # 50 bid a power saw with a smaller power head than the specifications call for and did not provide descriptive literature with the bid.

Newton's Fire & Safety, Inc. – we recommend the purchase of the following items which are low bid and meets specifications:

- Item #01 – 30 each Kocheck LL60 low level strainer with jet siphon.
30 ea. @ \$260.00/ea. = \$7,800.00
- Item #05 – 1 each Readyrack model # MBR-28 seven shelf SCBA mobile storage cylinder storage cart.
1 ea. @ \$705.00/ea. = \$705.00
- Item #06 – 3 each Zico model # EAHB-50-24 Quick-Bridge Hose guards.
3 ea. @ \$635.00/ea. = \$1,905.00
- Item #09 - 1 each Rescue Tech / Ruth Lee 22# child model # 23951010 rescue training manikin.
1 ea. @ \$335.00/ea. = \$335.00
- Item #10 - 1 each Rescue Tech/ Ruth Lee 11# infant model # 23951005 rescue training manikin.
1 ea. @ 193.00/ea. = \$193.00
- Item #11 - 1 each Groves model # BC-8 SCBA collapsible cylinder carrier.
1 ea. @ \$80.00/ea. = \$80.00
- Item #12 - 10 each Streamlight "Fire Vulcan" model # 44400 with dual LED's in rear, with quick release shoulder strap; AC/DC power.
10 ea. @ \$76.50/ea. = \$765.00
- Item #15 - 1 each R&B model # 440YL hydrant Tool bag.
1 ea. @ \$18.00/ea. = \$18.00
- Item #17 - 4 each Zico model # ZC-SQB-300-C 30" halligan tool
4 ea. @ \$120.00/ea. = \$ 480.00
- Item #19 - 2 each Tempest model # EB-18-VSF variable speed electric blower.
2 ea. @ \$1,550.00/ea. = \$3,100.00
- Item #20 - 4 each Tele-lite Model # TEU-1000DK with 1000 watt Honda generator and 500 watt Quartz Halogen light.
4 ea. @ \$1,105.00/ea. = \$4,420.00
- Item # 22 - 9 each Kocheck model # K05 hydrant wrench
9 ea. @ \$21.00/ea. = \$189.00
- Item #23 - 4 each Kocheck model # K01 lightweight aluminum spanner wrench.
4 ea. @ \$7.00/ea. = \$28.00
- Item #25 - 2 each Zico model # MB-3PBA mounting bracket kit for marriage set.
2 ea. @ \$83.00/ea. = \$ 166.00

- Item #27 - 6 each Red Head model # 103 Booster line spanner wrench.
6 ea. @ \$6.00/ea. = \$36.00
- Item #31 - 3 each Akron model # 2581 gated wye.
3 ea. @ \$185.00/ea. = \$555.00
- Item #33 - 3 each Akron model # IB-6-D-DWH 6 feet fiberglass I-beam pike pole with D handle and dry wall hook head.
3 ea. @ \$80.00/ea. = \$240.00
- Item #34 - 2 each Akron model # IB-6-D-MP 6 feet fiberglass I- beam pike pole with D hand and multi-purpose head.
2 ea. @ \$70.00/ea. = \$140.00
- Item #35 - 4 each Kochek model # 35R2525 2.5 inch double female adapter.
4 ea. @ \$17.00/ea. = \$68.00
- Item #36 - 4 each Kochek model # 35R1515 1.5 inch double female adapter.
4 ea. @ \$13.00/ea. = \$52.00
- Item #37 - 4 each Kochek model # 36R2525 2.5 inch double male adapter.
4 ea. @ \$10.00/ea. = \$40.00
- Item #39 - 3 each Kochek model # SKE545R 5" Stortz x 4.5" swivel female adapter with 30 degree elbow.
3 ea. @ \$100.00/ea. = \$300.00
- Item #40 - 4 each Kochek model # SKE525R 5" Stortz x 2.5" swivel female adapter with 30 degree elbow.
4 ea. @ \$88.00/ea. = \$352.00
- Item #46 - 2 each R&B Fabricators model # GRP-57 gripper hose system.
2 ea. @ \$74.00/ea. = \$148.00
- Item #48 - 2 each Akron model # ECR-10 live electric cord reel capable of holding 100' of 12/3 cord.
2 ea. @ \$115.00/ea. = \$230.00
- Item #49 - 2 each Akron model # 123Y3100-L5-20 YELLOW heavy-duty 12/3 extension cord with 20 amp twist lock connectors.
2 ea. @ \$150.00/ea. = \$300.00
- Item #50 - 1 each Tempest Ventmaster model #TV-400-051 vent saw.
1 ea. @ \$1,415.00/ea. = \$1,415.00
- Item #52 - 1 each Akron model # IB-4-D 4 feet fiberglass I-beam pike pole with D handle and standard USA hook head.
1 each @ \$ 54.00/ea = \$ 54.00
- Newton's was low bid on Item # 43. They bid an alternate product with no descriptive literature to compare.

Municipal Emergency Services – we recommend the purchase of the following items which are low bid and meets specifications:

- Item #04 - 95 each Zico model # UH-6-SF SCBA brackets w/ Hi-Cycle clips.
95 ea. @ \$30.23/ea. = \$2,871.85
- Item #08 - 8 each Amerex model # AX252FFFP foam fire extinguisher 3A:20BC with aspirated nozzle.
8 ea. @ \$97.86/ea. = \$782.88
- Item #18 - 5 each Nupla model # 33-761 flat head 6# axe with yellow fiberglass handle

5 ea. @ \$30.15/ea. = \$150.75

Item #24 - 7 each Crestar model # CHGV-2.5 hydrant gate valves.

7 ea. @ \$206.81/ea. = \$1,447.67

Item #26 - 24 each Husky model #HTV-12x18 vinyl salvage covers with grommets.

24 ea. @ \$89.94/ea. = \$2,158.56

Item #28 - 5 each Akron model # PL-500 portable flood lights

5 ea. @ \$177.77/ea. = \$888.85

Item # 29 - 3 each Akron model # PLMT mounting base for PL-500 light

3 ea. @ \$24.44/ea. = \$73.32

Item # 32 - 3 each Nupla model #35-061 6 feet fiberglass I-beam pike pole with D handle and standard USA hook head.

3 ea. @ \$50.24/ea. = \$ 150.72

Item # 38 - 1 each T-N-T tool; 6.5 # head with 35" handle

1 ea. @ \$174.69/ea. = \$174.69

Item #43 - 1 each Nupla model # 69-216 Nupla-McLeod Forester' Fire Tool with classic fiberglass handle.

1 ea. @ \$30.19/ea. = \$30.19

Item #44 - 10 each Nupla model # 69-214 forestry rake

10 ea. @ 32.99/ea. = \$329.90

Item #47 - 4 sections of Angus Red Skin 500 fire hose; 50 feet sections of 1.75" Hi-Rise fire hose. (this was the lowest bid being an approved equal)

4 ea. @ \$128.91/ea. = \$\$515.64

Item #51 - 5 each Flight Site landing zone / scene safety kits. To include two green and one clear strobes, three weight washers and 1 carrying bag.

5 ea. @ \$175.00/ea. = \$ 875.00

Slagle's Fire Equipment & Supply Co. – we recommend the purchase of the following items which are low bid and meets specifications:

Item #03 - 8 each MSA #10038412 batteries for Evolution 5000 Thermal Imager Camera.

8 ea. @ \$67.98/ea. = \$543.84

Item #07 - 20 each Buckeye model #BF-12120 ABC 20# dry chemical fire extinguisher.

20 ea. @ \$75.47/ea. = \$1,509.40

Item #30 - 3 each Council Tool # CT60PP medium pry bar

3 ea. @ \$18.86/ea. = \$ 56.58

Item #41 - 1 each Little Giant model #13 type 1AA ladder

1 ea. @ \$433.67/ea. = \$433.67

Slagle's was low bid on Item #40 but they bid the wrong item. We bid the adapter with a 30 degree elbow and they bid it without the elbow.

Item # 45 no award. Items no longer needed.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: April 12, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: **Structure Gear and Extrication Gear**
Public Safety/Fire Service
B07032-03/21/07B

Competitive bids were solicited and advertised for Structure Gear and Extrication Gear for Public Safety/Fire Service. We received nine (9) bids (see attached bid tabulation). Russell Rawl, Fire Service Coordinator and Janice A. Bell, Procurement Officer evaluated the bids. It is our recommendation to make a multiple award to the lowest bidders meeting specifications as follows:

Quest Enterprises	\$46,160.88
Newton's Fire Safety	4,659.76
Jack L. Slagle Fire Equipment	563.75
Morning Pride Mfg.	2,595.69

Total award including sales tax: \$53,980.08

Funds are appropriated in the following account:

1000-131500-540022	Personal Protective Equipment	\$53,980.08
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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 April 24, 2007.

Attachments

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

County of Lexington

Bid Tabulation

B07032
jab
03/21/07

B07032-03/21/07B

STRUCTURE GEAR AND EXTRICATION GEAR

Quantity	Description	Newton's Fire & Safety		Anderson Fire & Safety		Wally's Fire & Safety	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
39	Structure Gear	No Bid		\$1,295.00	\$50,505.00	\$1,340.00	\$52,260.00
3	Extrication Gear	No Bid		No Bid		\$350.00	\$1,050.00
30	Suspenders	No Bid		\$39.00	\$1,170.00	\$25.00	\$750.00
96	Gloves	\$38.50	\$3,696.00	\$24.00	\$2,304.00	\$41.00	\$3,936.00
6	Boots	No Bid		\$125.00	\$750.00	\$110.00	\$660.00
12	Helmets	\$111.00	\$1,332.00	\$130.00	\$1,560.00	\$142.00	\$1,704.00
50	Flash Hoods	\$14.00	\$700.00	\$22.50	\$1,125.00	\$18.00	\$900.00
20	Goggles, Innerzone 2	\$37.00	\$740.00	\$48.00	\$960.00	\$36.00	\$720.00
20	Goggles, Innerzone 3	\$31.00	\$620.00	\$54.00	\$1,080.00	\$36.00	\$720.00

Quantity	Description	Morning Pride Mfg		Morning Pride Mfg (Alt)		Jack L. Slagle Fire Equip	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
39	Structure Gear	No Bid		No Bid		\$1,432.61	\$55,871.79
3	Extrication Gear	\$315.64	\$946.92	\$353.76	\$1,061.28	No Bid	
30	Suspenders	No Bid		No Bid		\$12.51	\$375.30
96	Gloves	\$44.87	\$4,307.52	No Bid		\$39.11	\$3,754.56
6	Boots	No Bid		No Bid		\$88.64	\$531.84
12	Helmets	\$110.23	\$1,322.76	No Bid		\$132.47	\$1,589.64
50	Flash Hoods	\$20.43	\$1,021.50	No Bid		\$14.63	\$731.50
20	Goggles, Innerzone 2	\$26.70	\$534.00	No Bid		\$43.62	\$872.40
20	Goggles, Innerzone 3	\$29.60	\$592.00	No Bid		\$36.38	\$727.60

Quantity	Description	Charlotte Equipment Sales		Quest Enterprises		Allsource Enterprises	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
39	Structure Gear	\$1,325.00	\$51,675.00	\$1,074.00	\$41,886.00	\$1,370.00	\$53,430.00
3	Extrication Gear	No Bid		\$554.00	\$1,662.00	\$900.00	\$2,700.00
30	Suspenders	No Bid		\$13.00	\$390.00	\$12.00	\$360.00
96	Gloves	\$41.00	\$3,936.00	\$49.75	\$4,776.00	\$48.00	\$4,608.00
6	Boots	\$103.00	\$618.00	\$100.00	\$600.00	\$120.00	\$720.00
12	Helmets	No Bid		\$210.75	\$2,529.00	\$130.00	\$1,560.00
50	Flash Hoods	\$16.50	\$825.00	\$25.00	\$1,250.00	\$22.00	\$1,100.00
20	Goggles, Innerzone 2	No Bid		\$62.00	\$1,240.00	\$43.00	\$860.00
20	Goggles, Innerzone 3	No Bid		\$58.00	\$1,160.00	\$39.00	\$780.00

Morning Pride does not meet specifications for extrication gear.
 Wally's Fire & Safety does not meet specifications for extrication gear.
 Anderson Fire & Safety does not meet specifications for gloves.

Opened: March 21, 2007

Janice A. Bell, CPPB
 Procurement Officer





County of Lexington
Department of Public Safety

FIRE SERVICE DIVISION

April 12, 2007



MEMORANDUM

TO: Janice Bell
Procurement

FROM: Russell Rawl *RR*
Fire Service Coordinator

REFERENCE: B07032-03/21/07B
Structure Gear and Extrication Gear

After review of the above referenced bid, I make the following recommendations:

Item #1 - 39 sets of structure gear – recommend Quest Enterprises Inc. which is low bid and meets specifications.

39 sets @ \$1,074.00/set = \$41,886.00

Item #2 – 3 sets of extrication gear – low bids in order of lowest bid was Morning Pride, Wally's Fire & Safety and Morning Pride. Their bids do not meet specifications because of the type of material the low bid gear was manufactured of, no moisture barriers, and bunker pants not manufactured for or equipped with suspenders. We recommend Quest Enterprises Inc. which is the lowest bid meeting specifications.

3 sets @ \$554.00/set = \$1,662.00

Item #3 – 30 pair of replacement suspenders – no award due to funding.

Item #4 – 96 pair of firefighter gloves – low bid was Anderson Fire & Safety but they bid a lesser quality pair of gloves than our specified gloves. We recommend Newton Fire & Safety which is the lowest bid of gloves meeting our specifications.

96 pr. @ \$38.50/pr. = \$3,696.00

Item #5 – 6 pair of rubber fire boots - recommend Slagle's Fire Equipment which is low bid and meets specifications.

6 pr. @ \$88.64/pr. = \$531.84

Janice Bell
Page 2
April 12, 2007

Item #6 – 12 yellow firefighter helmets – recommend Morning Pride Mfg. which is low bid and meets specifications.

12 ea. @ \$110.23/ea. = \$1,322.76

Item #7 – 50 flash hoods – recommend Newton Fire & Safety which is low bid and meets specifications.

50 ea. @ \$14.00/ea. = \$700.00

Item #8 – 20 Innerzone 2 replacement goggles – recommend Morning Pride Mfg. which is low bid and meets specifications.

20 ea. @ \$26.70/ea. = \$534.00

Item #9 – 20 Innerzone 3 replacement goggles – recommend Morning Pride Mfg. which is low bid and meets specifications.

20 ea. @ \$29.60/ea. = \$592.00

If you have any questions, please let me know.

Thanks.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

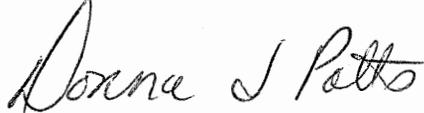
DATE: April 2, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: 12 – 14 Ton Utility Trailer – Department of Public Works
BID NO. Q07008-02/21/07P

Invitations for bids were advertised and solicited from qualified bidders for a 12 – 14 Ton Utility Trailer for the Department of Public Works. Fleet Services recommends the purchase of this trailer as a replacement of a 1979 trailer. We received three (3) bids (see attached bid tabulation).

Bids were evaluated by John Fechtel, Director of Public Works; Terry Kimley, Superintendent of Transportation, Department of Public Works; and Donna J. Potts, Procurement Officer. It is our recommendation to award this bid to Lee Transport Equipment, Incorporated as being the lowest responsive bidder, for a total amount of \$11,438.46, including applicable sales tax.

Funds are appropriated in account:

#1000-121300-5A7053 – PW/Transportation

(1) 12-14 Ton Trailer Replacement

\$11,438.46

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 April 24, 2007.

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

County of Lexington

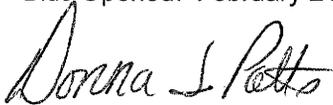
Bid Tabulation

Bid: Q07008-02/21/07P

12-14 Ton Utility Trailer

Quantity	Description	Lee Transport		Briggs Equipment		Goodlett	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	12-14 Ton Utility Trailer	\$10,791.00	\$10,791.00	\$15,476.00	\$15,476.00	\$11,654.00	\$11,654.00
	Sub-Total		\$10,791.00		\$15,476.00		\$11,654.00
	Tax		\$647.46		\$928.56		\$699.24
	Grand Total		\$11,438.46		\$16,404.56		\$12,353.24

Bids Opened: February 21, 2007



Donna J. Potts, CPPB
Procurement Officer

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

ORDINANCE NO. 07-04

AN ORDINANCE AMENDING THE OUTDOOR BURNING ORDINANCE.

BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Section 30-108 is amended to read as follows:

Location of residential yard debris burning.

Open burning of leaves, tree branches or yard trimmings on the premises of private residences and burned on those premises, must be located not less than 75 feet from any structure and not less than 75 feet from the property line and adequate provision is made to prevent the fire from spreading within 75 feet of any structure. Open burning for the purpose of land clearing or right-of-way maintenance must be conducted in accordance with the SC Department of Health and Environmental Control (DHEC) Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq

Section 2. Section 30-110 is amended by designating the present sub-section as (a.) and by adding sub-sections b, c, and d as follows:

Fires shall be prohibited as follows.

- a. The county fire service coordinator may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.
- b. The following materials shall not be burned in an open fire. Asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.
- c. Open burning for the purpose of land clearing and right-of-way maintenance. Except as specified by DHEC Air Quality Regulations 61-62.2 and 61-62.4
- d. Open burning for the purpose of land clearing, and right-of-way maintenance shall be prohibited during the ozone season (April 1 through October 30)

Section 3. Section 30-113. Exemptions is amended by replacing the current subsection (c) with the following:

(c) Fires set for the purpose of training public fire-fighting personnel when authorized by the appropriate governmental entity, and fires set by a private industry as a part of an organized program of drills for the training of fire-fighting personnel. These will be exempt only if the drills are solely for the purposes of fire-fighting training and the duration of the burning is held to the minimum required for such purposes. Prior approval by DHEC is required only for sites which are not established training sites.

Section 4. Sec. 30-114. Restrictions; exceptions is amended by deleting “substantial” so that it will now read as follows:

Smoke production must be ended and no combustible material may be added to the fire between official sunset of one day and official sunrise of the following day with the exception of fires in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions, or human warmth and fires where time parameters are already regulated by the Department of Environmental Control Regulation 61-62.2.

Section 5. Sec. 30-117:

The provisions of this article shall prevail and be controlling over provisions of state law if such is allowed by state law. Otherwise, if any conflict arises between the provisions of this article and any state law, the provisions of state law shall prevail and be controlling.

This Ordinance shall become effective upon its enactment.

Enacted this ____ day of _____, 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

William C. Derrick
Chairman, County Council

(SEAL)

ATTEST:

Clerk to Council

Date of First Reading: _____
Date of Second Reading: _____
Date of Public Hearing: _____
Date of Third Reading: _____

ORDINANCE 07-05
AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR
FISCAL YEAR 2007-08

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

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

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

SECTION 1 - GENERAL

The fiscal year 2007-08 County budget for Lexington County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted.

SECTION 2 - COUNTY OPERATIONS TAX LEVY

There shall be levied, for County operations on all taxable property in Lexington County, sufficient taxes to fund the referenced budget in the number of mills allowed in Code Section 6-1-320. (Specifically, all operating millage amounts are increased from the previous fiscal year by the amount of the increase in the consumer price index for the preceding calendar year, plus, the percentage increase in the previous year in the population of Lexington County.)

SECTION 3 - DEBT SERVICE TAX LEVY

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

SECTION 4 - MILLAGE AGENCY TAX LEVY

There shall be levied, for millage agencies (Lexington County Recreation and Aging Commission, Irmo-Chapin Recreation Commission, Midlands Technical College, Riverbanks Park, Irmo Fire District) on all taxable property in their respective districts, sufficient taxes to fund their respective budgets in the number of mills, allowed in Code Section 6-1-320. (Specifically, all agency millage amounts are increased from the previous fiscal year by the amount of the percentage increase in the consumer price index for the preceding calendar year, plus, the percentage increase in the previous year in the population of Lexington County.)

SECTION 5 - BUDGETARY ESTIMATES

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

SECTION 6 - BUDGETARY CONTROL

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

Any departments which overspend their spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully compensate, prior to June 30, 2008, the impending overrun.

SECTION 7 - LINE ITEM CARRYOVERS

Any line items previously appropriated and/or properly encumbered as of June 30, 2007, shall be carried forward as an appropriation of fiscal year 2007-08 upon the recommendation of the County Administrator, and by passage of a budgetary amendment resolution by County Council.

SECTION 8 - NEW GRANTS

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

SECTION 9 - OTHER MISCELLANEOUS RECEIPTS

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

SECTION 10 - LINE OF CREDIT AUTHORIZATION

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

SECTION 11 - SEVERABILITY

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

This Ordinance shall become effective July 1, 2007.

Enacted this _____ day of _____, 2007.

William C. Derrick, Chairman

ATTEST:

Diana W. Burnett, Clerk

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Filed w/Clerk of Court:

AN ORDINANCE 07-06

AUTHORIZING THE IRMO-CHAPIN RECREATION COMMISSION OF THE IRMO-CHAPIN RECREATION DISTRICT TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$3,300,000; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings. The County Council ("County Council") of Lexington County, South Carolina ("County"), hereby finds and determines"

(a) The Irmo-Chapin Recreation Commission ("Commission") is the governing body of the Irmo-Chapin Recreation District ("District") and has submitted a petition dated March 29, 2007, to the County Council requesting authorization to issue not exceeding \$3,300,000 aggregate principal amount general obligation bonds of the District ("Bonds").

(b) After due notice thereof (Exhibit A), a public hearing was held by County Council on the question of the issuance of the Bonds.

(c) The District was established pursuant to Act No. 329 of the Act and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1969, as amended ("Act").

(d) The corporate powers and responsibilities of the District are performed by the Commission and as such the Commission is the governing body of the District.

(e) The Act committed to the Commission the power to acquire, by gift, purchase, or through exercise of eminent domain, lands, or interests therein whereupon to establish general recreational facilities.

(f) The Commission plans to undertake two projects: (i) refunding the outstanding principal of its \$2,400,000 Revenue Bonds, Series 2004; and (ii) make various capital improvements, within the District, to its various facilities and equipment (collectively, "Projects") at an approximate cost of \$3,300,000.

(g) To finance the costs of the Projects, the Commission, on behalf of the District, proposes to issue not exceeding \$3,300,000 aggregate principal amount general obligation bonds of the District, at one time or from time to time, pursuant to the provisions of Title 6, Chapter 11, Article 5 ("Issuing Act"), Code of Laws of South Carolina, 1976, as amended ("Code").

(h) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that special purpose districts have the power to issue bonded indebtedness only for a purpose which is a public purpose and a corporate purpose in an amount (1) which does not exceed eight percent of the assessed value of all taxable property therein upon such terms and conditions as the General Assembly shall prescribe by general law or (2) which has been voted upon favorably by the electors of the District.

(i) Pursuant to the Issuing Act, the county boards of all counties of the State of South Carolina ("State") wherein special purpose districts exist are empowered to authorize the governing body of any such special purpose district to issue bonds of the special purpose district whose proceeds shall be used in furtherance of any power of the special purpose district.

(j) Prior to authorizing a special purpose district to issue bonds, the Issuing Act requires the county board to order a public hearing to be held upon the question of the issuance of bonds of such special purpose district.

(k) The County Council constitutes a “county board”; the District constitutes a “special purpose district”; the Commission constitutes a “commission”; the Bonds constitute “bonds”; and the undertaking of the Projects constitutes a “power” committed to the District, as such quoted terms are defined in the Issuing Act.

(l) The County Council held a public hearing on [TBD], after due notice thereof.

Section 2. *Authorization to Issue Bonds.* Pursuant to the aforementioned constitutional and statutory provisions, the Commission, on behalf of the District, is hereby authorized to issue the Bonds of the District. The Bonds may be issued at one time or from time to time. The Bonds shall be dated, shall mature, shall be in such denominations, shall bear such interest, shall be subject to redemption, shall be executed and shall contain such other provisions as the Commission shall determine.

Section 3. *Security for and Payment of Bonds; Pledge of Credit.* For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking funds as may be necessary therefor, the full faith, credit, and taxing power of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as property taxes are levied and collected, a tax without limit on all taxable property in the District sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 4. *General Authorization to Commission.* The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance and sale of the Bonds at such time as it deems necessary and in the interest of the District.

Section 5. *General Repealer.* All orders, resolutions, ordinances and parts thereof, procedural and otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 6. *Codification.* This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

THEREFORE, be it ORDAINED by the Lexington County Council, this ___ day of ___, 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

William C. Derrick, Chairman
Lexington County Council

(SEAL)

ATTEST:

Diana W. Burnett, Clerk
Lexington County Council

First Reading: April 24, 2007
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

[Affidavit of Publication of Notice of Public Hearing]



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 # M07-03

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

1605 Bush River Road and Adjoining Parcel to the West, Columbia 29210

Zoning Classifications: (Current) R1 - Low Density Residential (Proposed) C2- General Commercial

TMS#: 003617-04-011 & 012 Property Owner: Charles Hatchell

Reason for the request: I am requesting the change in zoning to allow for an office use on the 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: 4/4/07 Applicant: Owner [] Agent [x]

Phone #(s): cell (803) 261-1140

Signature: Larry C. Cooke Printed Name: Larry Cooke

Street/Mailing Address: 23 Huntwick Ct., Columbia, SC 29206

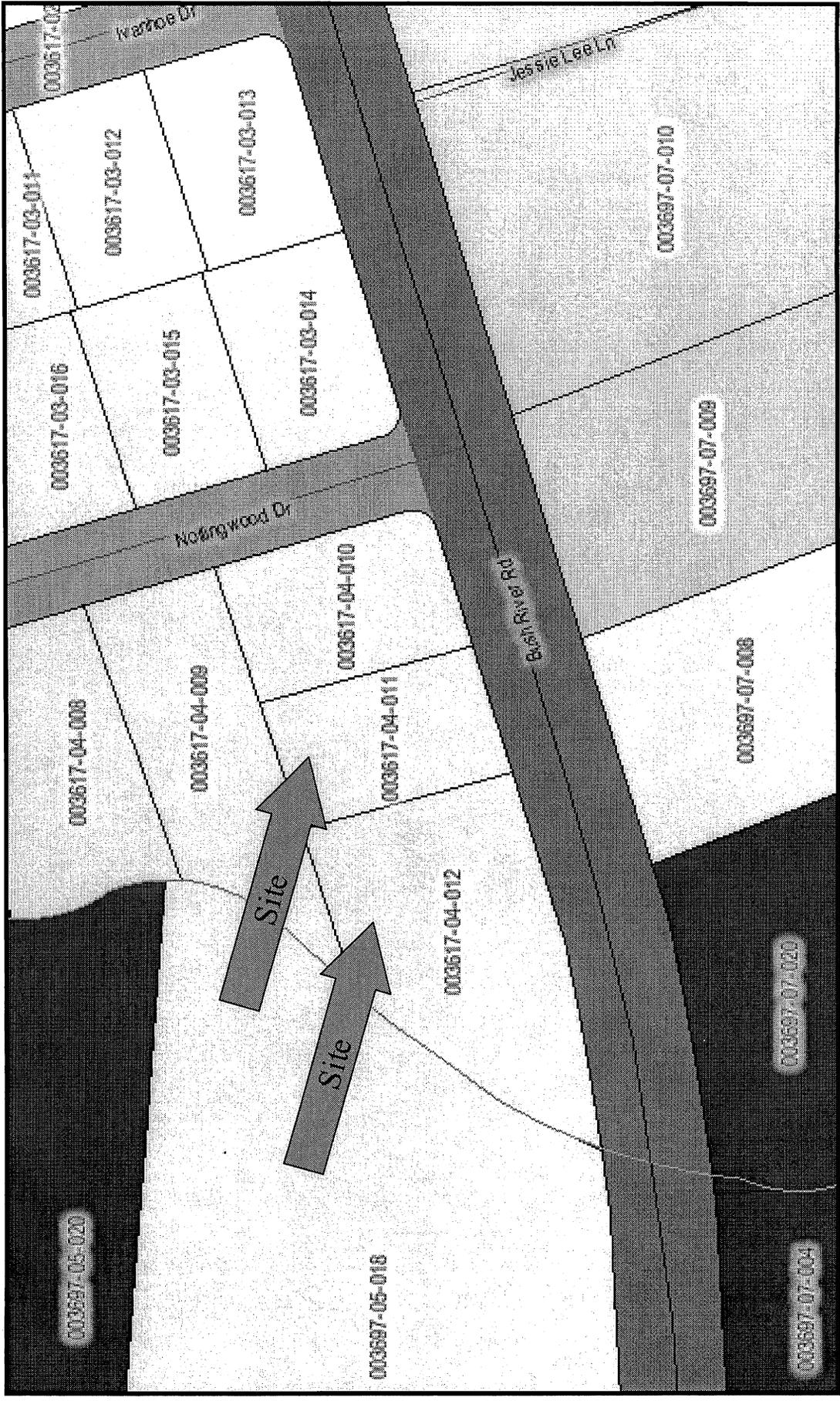
Table with 2 columns: Date, Action. Rows: 4/4/07 Application Received, Newspaper Advertisement, Notices Mailed

Table with 2 columns: Date, Action. Rows: 4/4/07 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 5 columns: Date, First Reading, Public Hearing, Second Reading, Third Reading. Row: 4/24/07

Results:



ZONING MAP AMENDMENT REQUEST #M07-03



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 # M07-04

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

1000 feet of North Woodside Parkway, West Columbia 29170 (Change Road Classification)

Zoning Classifications: (Current) RL4 Residential Local Four (Proposed) RL6 Residential Local Six

TMS#: n/a Property Owner: n/a

Reason for the request: Applicant is requesting a change in the road classification to increase the allowed number of lots for a proposed residential development.

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: 4/6/07 Applicant: Owner [] Agent [x]

Phone #(s): work (803) 791-7528

Signature: [Handwritten Signature] Printed Name: Joe Smith

Street/Mailing Address: 1836 Augusta Rd., West Columbia 29169

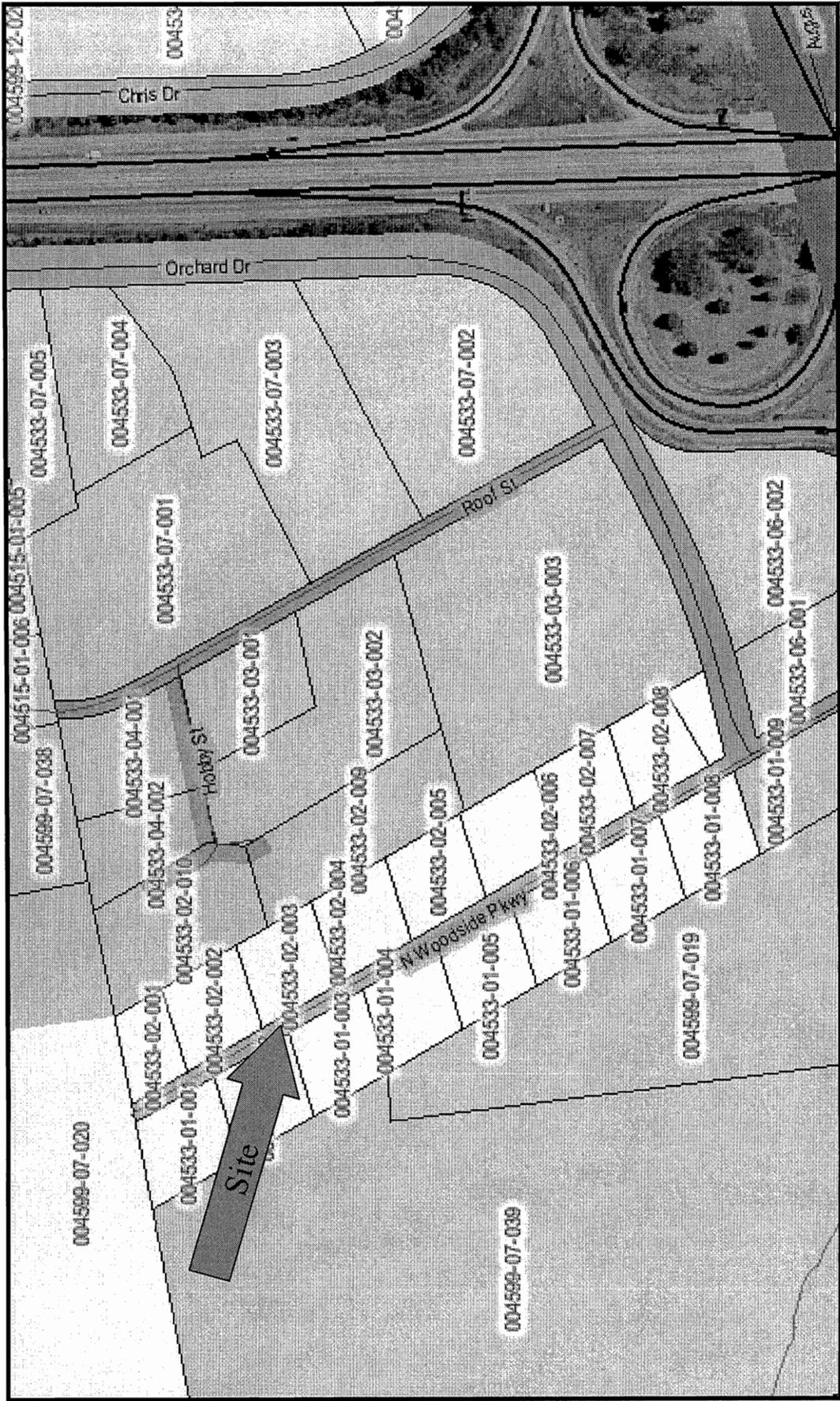
Table with 2 columns: Date, Action. Rows: 4/6/07 Application Received, Newspaper Advertisement, Notices Mailed

Table with 2 columns: Date, Action. Rows: 4/6/07 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 4 columns: First Reading, Public Hearing, Second Reading, Third Reading. Value: 4/24/07

Results:



ZONING MAP AMENDMENT REQUEST #M07-04

COMMITTEE REPORT

RE: FEMA FY07 Assistance to Firefighter Grant Application

DATE: April 13, 2007

COMMITTEE: Health and Human Resources

MAJORITY REPORT: Yes

The Health and Human Services Committee met on Tuesday, April 10, 2007, to review the request from Fire Services for the FEMA FY07 Assistance to Firefighter Grant application.

Chief Russell Rawl, Fire Service Coordinator, advised the Committee of the FEMA Assistance to Firefighter grant that would assist with the replacement of a 15-year-old reserve pumper being used at the new Sharpe's Hill Fire Station. Fire Service wants to replace the reserve pumper with a compressed air foam system (CAFS) pumper at a cost of \$388,590. The grant would provide an 80% match of \$310,872 with the County matching 20% at \$77,718. The match has been included in the Fire Service FY2007-08 budget request.

The Health and Human Services Committee voted to recommend that Council approve staff's Fire request to move forward with the FEMA Assistance to Firefighter Grant.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: FEMA FY07 Assistance to Firefighter Grant

Fund: 2478 Operations & Firefighter Safety Equip Department: 131599 PS/Fire Service
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview: The Fire Service opened the new Sharpe's Hill fire station in mid-March 2007. The budget for this fire station did not allow for the purchase of a new pumper. When the fire station opened, it was staffed with a reserve pumper that is 15 years old. Our anticipated life expectancy for a first line pumper is 12-15 years. The Fire Service would like to replace this pumper with a new pumper equipped with compressed air foam system (CAFS). CAFS pumpers are more efficient and effective in suppression of both structure and wildland fires and extinguishes fire quicker with less water usage. These abilities will be a tremendous asset in the Sharpe's Hill area with their large number of manufactured homes and wildland urban interface.

Grant Period: Award Date to 12 Months after Award (There is no set grant period yet, the award date will be at least 3 months from 5/4/07)

Responsible Departmental Grant Personnel: Chief Russell Rawl, Capt. Billy Gardner, & Chief Eddie Turner

Date Grant Information Released: March 28, 2007 Date Grant Application Due: May 4, 2007

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

Personnel	\$	-
Operating	\$	-
Capital	\$	388,590.00
Total	\$	388,590.00

Budget Narrative shows a 30% match. Once the program guidance document was released, the match was 20%.

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	80	\$310,872.00
	20	\$77,718.00
	%	\$ Amount

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

Appendix 6 has been attached, it outlines the responsibilities of the grantee.

Dept. Preparer:	ET	3/29/2007
Dept. Approval:	RR	3/29/2007
Finance Approval:	AD	3/30/2007
	<i>Initials</i>	<i>Date</i>

SECTION V.C. - CAPITAL LINE ITEM NARRATIVES

PUMPER with CAFS

\$ 388,590

The Fire Service opened the new Sharpe's Hill Fire Station in late February, 2007. The budget for this fire station did not allow for the purchase of a new pumper. When the fire station opened, it was staffed with a reserve pumper this is over 15 years of age. The anticipated life expectancy for a first line pumper is 12-15 years. The Fire Service would like to replace the current pumper with a pumper equipped with a compressed air foam system (CAFS). CAFS pumpers have the capability to be much more efficient and effective in suppression of both structure and wildland fires. The CAFS systems use a foam-to-air and water ratio that extinguishes fire quicker with less water usage. This ability would be a tremendous asset in the Sharpe's Hill area because of the large amount of wildland urban interfaces along with the large number of manufactured homes, and the types of ground fuels. A CAFS pumper would increase firefighter safety when extinguishing the type of fires experienced in that area. This would be the first CAFS pumper in the Fire Service.

Cost of the CAFS pumper is \$388,590. The Fire Service is applying for a FEMA Assistance to Firefighter Grant which, if successful, would provide for 70% of this project (\$272,013), and would require a 30% match (\$116,577) which will be funded from this account.

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Official Announcement

03/28/2007

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Department of Homeland Security Announces Application Period for FY 2007 Assistance to Firefighter Grants

March 28, 2007 — The Department of Homeland Security's Office of Grants and Training (G&T) will begin accepting applications for the Fiscal Year (FY) 2007 Assistance to Firefighters Grants (AFG) beginning March 29, 2007, at 8:00 a.m. Eastern Daylight Time (EDT) with the deadline for receipt of the applications no later than May 4, 2007 at 5:00 p.m. EDT. The AFG, which will be distributed in phases throughout FY 2007, will ultimately award approximately \$492.3 million.

Interested applicants can access the FY 2007 AFG application through the AFG website (www.firegrantsupport.com), the U.S. Fire Administration's (USFA) website (www.usfa.fema.gov), and the Grants.gov website (www.grants.gov). The website contains important information on the AFG, including the FY 2007 funding priorities and program guidance, a web-based tutorial on the application process, a listing of frequently asked questions, and other materials. Fire departments that have questions regarding this grant opportunity should contact the Help Desk at 1-866-274-0960 or at firegrants@dhs.gov. During the application period, Help Desk hours will be from 8:00 a.m. to 8:00 p.m., Monday through Friday, and on Saturdays from 8:00 a.m. to 4:30 p.m. EDT. Additional help desk hours may be added if demand is high.

Eligible applicants for the FY 2007 AFG are limited to fire departments and nonaffiliated emergency medical service (EMS) organizations operating within the 50 United States, the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, or the Commonwealth of the Northern Mariana Islands.

Interested applicants may submit two separate applications for consideration under each of the following two program areas:

- **Operations and Safety Program Area:** Eligible activities for fire departments and nonaffiliated EMS organizations are limited to training, equipment, personal protective equipment, wellness and fitness, and health and safety modifications to stations and facilities.
- **Vehicle Acquisition Program Area:** Eligible apparatus available to fire departments under this program area include, but are not limited to, pumpers, brush trucks, tankers/tenders, rescue vehicles, ambulances, quints, aerials, foam units, and fireboats.

The FY 2007 AFG will also allow eligible applicants to submit an additional application for a regional project in which multiple organizations serving more than one local jurisdiction benefit directly from the activities implemented with the grant funds.



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Thursday, March 29, 2007

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Michigan 1 of 4 states chosen for exercise in mobilizing emergency volunteers

Thermal imaging device leads to NYC rescue

Md. fire chief demoted

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Line-Of-Duty Deaths

Kelly Michael Kincaid

03/20/2006
[Morganton, North Carolina]

Wayne Yarborough

03/07/2006
[Waynesville, North Carolina]

Robert Schnibbe Jr.

03/06/2006
[Westchester County, New York]

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Featured Columnist



Perry Denchy
The Rehab Sector

[What About Mental and Emotional Rehab? Part 2](#)

[What About Mental and Emotional Rehab? Part 1](#)

[Firefighter Prehab: What To Do Before the Big One](#)

[All Columnists ->](#)



the three priorities; however, applications that include lower priority vehicles will receive lower consideration. The following table lists the funding priorities for this program area by each type of community.



Firefighting Vehicle Program Priorities			
Priority	Urban Communities	Suburban Communities	Rural Communities
Priority One	Pumper Aerial Quint (Aerial < 76') Quint (Aerial > 76') Rescue	Pumper Aerial Quint (Aerial < 76') Quint (Aerial > 76') Brush/Attack	Pumper Brush/Attack Tanker/Tender Quint (Aerial < 76')
Priority Two	Command HAZMAT Light/Air Rehab	Command HAZMAT Rescue Tanker/Tender	HAZMAT Rescue Light/Air Aerial Quint (Aerial > 76')
Priority Three	Foam Truck ARFFV Brush/Attack Fire Boat Tanker/Tender Ambulance	Foam Truck ARFFV Rehab Light/Air Fire Boat Ambulance	Foam Truck ARFFV Command Rehab Fire Boat Ambulance

DHS will evaluate the marginal value derived from an additional vehicle of any given type on the basis of call volume. As a result, departments with fewer vehicles of a given type than other departments who service comparable call volumes are more likely to score competitively than departments with more vehicles of that type and comparable call volume unless the need for an additional vehicle of such type is made apparent in the application.

In 2007, applicants may submit requests for more than one vehicle. Applicants must supply sufficient justification for each vehicle contained in the request. For those applications with multiple vehicles, the panelists will be instructed to evaluate the marginal benefit to be derived from funding the additional vehicle(s) given the potential use and the population protected. DHS anticipates that the panels will only recommend an award for a multiple-vehicles application when the cost-benefit justification is adequately compelling.

DHS believes that a greater benefit will be derived from funding an additional vehicle(s) to departments that own fewer or no vehicles of the type requested. As such, DHS

consistent name and address data for electronic grant applications. Additional information about DUNS numbers can be found on the Dun & Bradstreet website at <http://fedgov.dnb.com/webform/>.

There is no charge to obtain a DUNS number, and it is the applicant's responsibility to obtain one. Extensions may not be granted for applicants who were unable to obtain a DUNS number prior to the end of the application period. Applicants are encouraged to apply for a DUNS number as soon as possible. Because it may take several weeks or more to obtain the number online, we recommend that applicants request a DUNS number by calling 1-866-705-5711. The DUNS number must be entered in a special data field on the AFG application.

B.2 – Project Period.



The project period for any award under AFG will be twelve months from the date of the award.

B.3 – Application Details.

As in previous years, the AFG application includes general questions about your organization and community, as well as questions specific to the proposed project. The answers to these questions will be used to evaluate your application and to determine whether your organization serves an urban, suburban, or rural community. Characteristics such as population, water supply, land use, number of stations, call volume, and number of inhabitable structures over four stories tall in the jurisdiction indicates the type of community served. For the purpose of AFG grants, a “story” is the habitable or occupiable space between a floor and a ceiling of a structure. We will allow you to self-declare the type of community you serve; however, we will also use these characteristics to assist us in determining the type of community you serve. If your declaration and our determination differ, you will be prompted to justify your declaration in the narrative section of the application.

The designation of community type is important because we have established different funding priorities in some of the activity areas, depending on the type of community served. These funding priorities are delineated in each program area below, if applicable. The community designation (i.e., urban, suburban, or rural) may also affect the ranking of your application, depending on the program area or activity for which you are applying. This is why you must justify your designation in the narrative of the application if your designation is different from ours.

After completing the general questions, you will be asked a series of activity-specific questions relative to the program area selected and the activities for which you plan to apply. Answer the questions for each of the activities that support your project. Lastly, you will be required to provide a written narrative describing the planned project. The

Appendix 6

Grantee Responsibilities

AFG award recipients (grantees) must agree to:

(1) Perform, within the designated period of performance, all tasks (scope of work) as outlined in the grantee's application and approved by the AFG Program Office in accordance with the Articles of Agreement.

(2) Share in the costs of the projects funded under this grant program. Fire departments and nonaffiliated EMS organizations serving populations of over 50,000 or more must match the Federal grant funds with an amount of non-Federal funds equal to 20 percent of the total project cost. Fire departments and nonaffiliated EMS organizations serving populations between 20,000 and 50,000 must agree to match the Federal grant funds with an amount of non-Federal funds equal to 10 percent of the total project cost. Fire departments and nonaffiliated EMS organizations serving areas with a population 20,000 or fewer must match the Federal grant funds with an amount of non-Federal funds equal to 5 percent of the total project cost. All non-Federal match funds must be in cash; in-kind contributions are not acceptable. No waivers of this requirement will be granted except for applicants located in Insular Areas as provided for in 48 U.S.C. § 1469a.

The grantee is not required to have the cash match in hand at the time of application, nor at the time of award. But, before a grant is awarded, we will ascertain that the grantee either has the funding in hand or has a viable plan to obtain the funding necessary to fulfill the matching requirement.

(3) Maintain operating expenditures for the one-year grant period of performance in the areas funded by this grant activity at a level equal to or greater than the average of their operating expenditures in the two years preceding the year in which this assistance is received. This program is meant to supplement rather than replace an organization's funding.

(4) Retain grant files and supporting documentation for three years after the conclusion and closeout of the grant or any audit subsequent to closeout.

(5) Ensure all procurement actions are conducted in a manner that provides, to the maximum extent possible, open and free competition. In doing so, the grantee must follow its established procurement processes when purchasing vehicles, equipment, and services with AFG funds. If the grantee has no established procedures, it should obtain at least two quotes/bids for the items being procured and document the process

used in the grant files. Sole-source purchasing is not an acceptable procurement method except in unusual circumstances.

(6) Submit a Performance Report to DHS after six months. If a grant's period of performance is extended for any reason, the grantee must submit performance reports every six months until the grant is closed out. At grant closeout, the grantee must report how the grant funding was used and the benefits realized from the award in a detailed final report. An accounting of the funds must also be included.

(7) Make grant files, books, and records available, if requested, for inspection to ensure compliance with any requirement of the grant program.

(8) If the grantee is a fire department, agree to provide information, through established reporting channels, to the USFA's NFIRS for the period covered by the assistance. Nonaffiliated EMS organizations do not have to comply with the NFIRS reporting requirement. If a fire department does not participate in the incident reporting system, and does not have the capacity to report, at the time of the award, that grantee must agree to provide information to the NFIRS system for a 12-month period commencing as soon as they develop the capacity to report. We expect non reporting grantees to pursue the capacity to report immediately after notification of award, and for these non reporting grantees to be actively reporting to NFIRS within the approved period of performance. AFG program grantees from previous years will not be allowed to close out their grants until they demonstrate that they are complying with this requirement. Failure to close out previous years' grants may affect the consideration of future awards.

(9) Following the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations, grantees that expend \$500,000 or more in Federal funds in their year (from all Federal sources) must have a single audit performed in accordance with the Circular. (For more information about the Circulars, go to www.whitehouse.gov/omb/circulars.)

(10) Comply with Homeland Security Presidential Directive-5 (HSPD-5). Starting October 1, 2004, HSPD-5 requires all recipients of Federal preparedness funding – including recipients of Federal grants and contracts – to adopt the National Incident Management System (NIMS) as a condition for receipt of Federal funds. Recipients of FY 2007 AFG funds must comply with this directive. AFG recipients will be considered in compliance with this NIMS requirement if the grantee: 1) has an operational knowledge of the Incident Command System (ICS); 2) has an understanding of NIMS' principles and policies; and 3) agrees to adopt and/or comply with all directives, ordinances, rules, orders, edicts, etc., passed down by local or State authorities with respect to incident management. Organizations already trained in ICS do not need retraining if the previous training was consistent with DHS standards. In order for us to

document compliance, grantees will be required to certify their recognition of NIMS/ICS as part of the grant closeout process.

DHS offers ICS and NIMS training for organizations that have not implemented ICS, or that are unfamiliar with NIMS principles and policies. For example, the Federal Emergency Management Agency (FEMA) offers ICS training, from introductory courses to advanced ICS training. For more information regarding ICS and NIMS training, visit the NIMS website at www.fema.gov/emergency/nims/. For more information about ICS training, contact the DHS Centralized Scheduling and Information Desk (CSID) at 1-800-368-6498, or visit the website of the DHS Emergency Management Institute (EMI) and the National Fire Academy (NFA) at www.usfa.fema.gov. Your State emergency management training office may also be a source of information.