AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, September 25, 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 may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes.**

1:00 p.m. - 1:55 p.m. - Economic Development

(1) Saxe Gotha Industrial Park Restrictive Covenants (Goals 1,2,3) - Economic Development - Al Burns, Director.....**A**
(2) Project Fry - Economic Development - Al Burns, Director
(3) Project Duluth - Economic Development - Al Burns, Director
(4) Approval of Minutes - Meeting of July 24, 2007 .....**B**
(5) Old Business/New Business
(6) Adjournment

1:55 p.m. - 2:10 p.m. - Planning & Administration

(1) Options to Address Derelict Mobile Homes and Unsafe Structures (Goal 2) - Community Development - Ronald Scott, Director .....**C**
(2) Old Business/New Business
(3) Adjournment

2:10 p.m. - 2:20 p.m. - Justice

(1) FY07 Justice Assistance Grant (JAG) Program Award (Goal 3) - Sheriff's Department - Col. Alan .....**D**
(2) Violence Against Women Act (VAWA) Grant Award (Goal 3) - Sheriff's Department – Col. Alan Paavel .....**E**
(3) Old Business/New Business
(4) Adjournment

2:20 p.m. - 2:40 p.m. - Health & Human Services

(1) 2006 State Homeland Security Grant (Cobra) Application (Goal 3) - Public Safety/Emergency Management - Major George Brothers, Homeland Security Coordinator ..... **F**

(2) DHEC EMS Grant-In-Aid Grant Application (Goal 3) - Public Safety/EMS - Brian Hood, Coordinator ..... **G**

(3) Volunteer Fire Assistance Grant Application - Public Safety/Fire Service (Goal 3) - Chief Russell Rawl, Coordinator ..... **H**

(4) Memorandum of Understanding Between the County of Lexington, SC and Lexington and Lexington Medical Center (Goal 1) - Brian Hood, EMS Coordinator and Jim Schafer, Information Services Manager ..... **I**

(5) Approval of Minutes - Meeting of July 24, 2007 ..... **J**

(6) Old Business/New Business

(7) Adjournment

2:40 p.m. - 3:45 p.m. - Public Works

(1) Barracks Drive - Mr. James Duke, 1643 Barracks Dr., Gilbert, SC 29054 and Ms. Shirley Towne, 1652 Barracks Dr., Gilbert, SC 29054

(2) Commercial Stormwater Fees for Low Impact Developments (Goals 2,3) - Public Works - John Fechtel, Director ..... **K**

(3) Intergovernmental Agreements/NPDES Phase II (Goal 2) - Public Works - Synithia Williams, Environmental Coordinator ..... **L**

(4) Land Development Guidelines (Goal 2) - Chapter 4 - Public Works - Sheri Armstrong, Stormwater Manager ..... **M**

(5) Limerock Road Update - Public Works - John Fechtel, Director ..... **N**

(6) Partial Legal Closure - Dick Corley Road - Public Works - John Fechtel, Director ..... **O**

(7) Old Business/New Business - Private Roads, Road Maintenance Fee Ordinance, Alternate Funding Sources

(8) Adjournment

3:45 p.m. - 4:15 p.m. - Committee of the Whole

(1) Drafts Cemetary/Dawson Park Update - Heath Taylor, Esq. and Joe McCullough, Esq.

(2) Strategic Vision Goals and Objectives Update (Goals 1,2,3) - Katherine Hubbard, County Administrator

(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

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

Justice
B. Banning, Sr., Chairman
J Kinard, V Chairman
S. Davis
B. Keisler
B. Derrick

Health & Human Services
J. Carrigg, Jr., Chairman
J. Jeffcoat, V Chairman
D. Summers
B. Keisler
B. Banning, Sr.
B. Derrick

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

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, September 25, 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

Presentation of Award - Mr. Jay Criscione, Executive Director, Lexington County Recreation & Aging Commission and Mr. Dan Wells, Executive Director, Irmo-Chapin Recreation Commission

Employee Recognition - Katherine Hubbard, County Administrator
Shining Stars

Appointments ..... **P**

Bids/Purchases/RFPs
(1) Fleet Vehicle Replacement - Fleet Services ..... **Q**
(2) Fleet Vehicle Additions - Sheriff's Department ..... **R**
(3) Fleet Vehicle Additions - Sheriff's Department ..... **S**
(4) Fleet Vehicle Replacement - Sheriff's Department ..... **T**
(5) Fleet Vehicle Additions/Replacement - Solicitor's Office ..... **U**
(6) (1) WebTRAX Software - Community Development ..... **V**
(7) Hot/Cold Vacuum Press Replacement - Planning & GIS ..... **W**
(8) High Density Polyethylene (HDPE) Smooth Type S Pipe - Public Works ..... **X**
(9) Dell Laptops Replacements - Various Departments ..... **Y**
(10) Fujitsu Lifebook T4220 Tablet Personal Computers - Various Departments - Information Services ..... **Z**

Chairman's Report

Administrator's Report

Approval of Minutes - Meetings of July 24 and August 28, 2007 .....**1**

Zoning Amendment

(1) Zoning Map Amendment M07-06 - 1629 Lake Murray Blvd., Columbia - 3rd and Final Reading **2**

Ordinances

(1) Ordinance 07-10 - An Ordinance to Determine the Number of Pets Located in Lexington - 2nd Reading **3**

(2) Ordinance 07-14 – An Ordinance to Amend Article III, Division 2, Section 34-92 (Powers, Duties, and Authority of the Lexington County Health District) of the Lexington County Code - 1st Reading by Title

Committee Reports

Economic Development, S. Davis, Chairman

(1) Saxe Gotha Industrial Park Restrictive Covenants (Goals 1,2,3) – **Tab A**

Justice, B. Banning, Chairman

(1) FY07 Justice Assistance Grant (JAG) Program Award (Goal 3) – **Tab D**

(2) Violence Against Women Act (VAWA) Grant Award (Goal 3) – **Tab E**

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

(1) 2006 State Homeland Security Grant (Cobra) Application (Goal 3) – **Tab F**

(2) DHEC EMS Grant-In-Aid Grant Application (Goal 3) – **Tab G**

(3) Volunteer Fire Assistance Grant Application (Goal 3) – **Tab H**

(4) Memorandum of Understanding Between the County of Lexington, SC and Lexington and Lexington Medical Center (Goal 1) – **Tab I**

Public Works, D. Summers, Chairman

(1) Intergovernmental Agreements/NPDES Phase II (Goal 2) – **Tab L**

(2) Land Development Guidelines (Goal 2) - Chapter 4 – **Tab M**

6:00 P.M. - Public Hearings

(1) Ordinance 07-03 - An Ordinance Amending the Animal Control Ordinance **4**
(2) Ordinance 07-09 - An Ordinance Amending Ordinance No. 05-15 (Ordinance Governing False Fire Alarms) **5**
(3) Ordinance 07-12 - An Ordinance Approving the Conveyance of Real Estate from the County of Lexington to Peggy Williamson **6**

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.**

Proposed Lexington County Restrictive Covenants

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.

E. "Developer" shall mean Lexington County, South Carolina. Any decision made by the Developer hereunder may be made by Lexington County Council. A document executed by 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, trees 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 in writing 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 installed within sixty (60) days after substantial completion of construction, weather permitting. Landscape areas shall be perpetually maintained in a sightly 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 of 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; and any other uses approved by the Developer (which approval shall not be unreasonably withheld) and 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. The Developer reserves the right to withhold approval upon any grounds, including aesthetic condition, which shall be determined in the sole discretion of the Developer.

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 Variances 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. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any for the period of twenty-five (25) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

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. After 100% of the property is sold, all rights and duties, as identified in this section, will be transferred to an Owner's Association established by the Owner's for that purpose.

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: Lexington County
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.

Saxe Gotha Industrial Park
Protective Covenants

Exhibit A

Miller-Valentine Restrictive Covenants

Exhibit A

DECLARATION OF PROTECTIVE COVENNATS

This Declaration made this 21st day of February, 2003, by Burger-Ziegler Industrial Park, Dale Ziegler, Trustee, and Alan Droege, c/o 28080 Ziegler Drive, West Harrison, IN, hereinafter called "Declarant".

ARTICLE I PURPOSE

1.1 The Property, herein after described in Exhibit 1, is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvement of said premises so as to:

a. Increase property values;

b. Protect the Owners and tenants of Building Sites against such improper development and use of surrounding Building Sites as will depreciate the value and use of their Building Sites;

c. Prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

d. Insure adequate and reasonably consistent development of the Property;

e. Encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function;

f. Provide adequate off-street parking and loading facilities;

g. Generally promote the welfare and safety of the occupants, tenants and Owners of Building Sites.

ARTICLE II RECITALS

2.1 The Declarant is the present record title holder of certain real property situated in the County of Dearborn, State of Indiana, more particularly described on Exhibit "1" attached hereto and incorporated by reference herein, which land is referred to herein as "the Property".

2.2 Declarant is desirous of subjecting the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to insure proper use and appropriate development and improvement of said Property.

ARTICLE III DEFINITIONS

3.1 Definition of terms:

A. "Building Site": shall mean any contiguous plot of land, the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee owner of said plot of land, other than Declarant. A Building Site may also be established by Declarant by a lease instrument in writing, executed, acknowledged and recorded by the Declarant, which designates a plot of land as a Building Site for purposes of these covenants. If two or more Building Sites, as defined hereinabove are acquired by the same owner in fee, such commonly owned Building Site may, at the option of said owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein.

B. "Improvements": shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs and any structures of any type or kind.

C. "Declarant": shall mean Burger-Ziegler Industrial Park, its successors and assigns.

D. "Owner": shall mean the party or parties owning fee title to a Building Site; provided, however, that an Owner may, upon written notice to Declarant, assign all or part of his rights but not his duties hereinafter to Owner's tenant.

E. "Property Used in Common": shall mean and refer to those areas of the Property devoted to the common use of the owners of all of the Building Sites, including but not limited to median strips, sign areas and street lighting.

F. "Common Area": shall be in the part of the Property Used in Common that the Declarants shall convey to the Association.

G. "Common Expenses": shall mean those expenses that will be shared by all of the Owners and identified or suggested by this plan.

ARTICLE IV PERMITTED USES AND PERFORMANCE STANDARDS

4.1 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.

4.2 Building Sites shall be utilized only for engineering, research facilities, laboratories, industrial and manufacturing uses, offices, warehousing and distribution and such other uses as the Declarant shall permit in its sole discretion, and that conform to the local zoning code of Dearborn County, Indiana.

ARTICLE V REGULATION OF IMPROVEMENTS

5.1 Improvement. Generally. No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications therefore have been approved

by the Architectural Review Committee as more fully set forth in Article VI, Paragraph 6.2 of these Covenants.

5.2 Setbacks shall be in accordance with the zoning code of Dearborn County, Indiana. All site plans must have the prior written approval of the Architectural Review Committee. The ratio of building coverage to the total site area be in accordance with the density requirements of the City of West Harrison and shall be subject to the approval of the Architectural Review Committee.

5.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described herein below. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers, visitors and employees. The location, number and size of parking spaces shall be subject to approval by the Architectural Review Committee pursuant to Article VI hereof.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure proper drainage. All parking lots are to be developed with proper integration of landscape and screening elements as approved by the Architectural Review Committee.

5.4 Loading Area. Truck loading and receiving areas shall not generally be permitted in the front yard of a building except with the prior written approval of the Architectural Review Committee. Proper integration of landscape and screening elements as approved by the Architectural Review Committee must be provided between any truck loading and receiving area and any street.

5.5 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Building Site outside of the building without proper screening as specifically approved by the Architectural Review Committee. 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 Architectural review Committee.

5.6 Landscaping.

A. All Building Sites shall be landscaped only in accordance with a plan submitted to and approved in writing by the Architectural Review Committee prior to any development of the Building Site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. It shall be the responsibility of the Owner of a Building Site to landscape and maintain the area between the lot lines of said Owner's Building Site and the curbs of any public roadways adjacent to such Building Site. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the Architectural Review Committee.

B. All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed (completion for such purposes shall include payment therefore) within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Building Site; provided, however, if weather conditions do not at such time permit, than such landscaping shall be competed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, Declarant 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 Declarant undertakes and completes such landscaping because of the failure of 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 Declarant, said assessment will constitute a lien on the Building Site and may be enforced as set forth in Article VII, 7.3 hereof.

C. It is the intent of the Declarant to require a uniform, high quality maintenance of the landscaping. If an owner, tenant or occupant of any Building Site shall fail to maintain a high standard of landscape maintenance, the Declarant may designate a contractor to furnish such services and in such event the owner agrees to enter into a contract with Declarant's designee and shall pay for the landscaping services so provided. Non-payment of said contract may be enforced as a lien on the Building Site pursuant to Article VII, 7.3 hereof.

D. If any Owner, tenant or occupant of any Building Site fails to contract with Declarant's designee for landscaping maintenance of their separate Building Site, Declarant may, in its sole discretion, enter upon the Building Site and undertake such landscaping maintenance. All costs of such landscaping maintenance undertaken by Declarant shall also be assessed against the Building Site upon which said landscaping maintenance is done and failure to pay such assessment shall constitute a lien against the Property, enforceable as set forth in Article VII, 7.3 hereof.

5.7 Maintenance.

A. Each Owner of any Building Site shall keep his buildings, improvements and appurtenances thereon in a safe, clean, maintained, neat, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements.

Each such Owner, tenant or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its Building Site. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

B. 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.

C. All costs of maintenance, repairs, replacements and services required for the Property Used in Common as set forth in Paragraph B of this Article shall be assessed pro rata against each respective Building Site and failure to pay such assessment shall constitute a lien against the Property enforceable as set forth in Article VII, 7.3 hereof.

D. Pro rata as used herein shall mean the percentage by comparing the Owner's Building Site to the total property included in Burger-Ziegler Industrial Park excluding Property Used in Common.

5.8 Signs. All temporary and permanent signs for a single occupant or for multi-tenant buildings must be submitted for approval by the Architectural Review Committee.

5.9 Utility Connections. All utility connections, including all electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Property and where placed on the surface shall be adequately screened and fences and all such installations shall be subject to prior written approval of the Architectural Review Committee. The Owner shall grant such easements as may be reasonably necessary to develop its Building Site and other Building Sites in Burger-Ziegler Industrial Park and to generally provide for utility systems throughout the development.

5.10 Sanitary Sewer. A sanitary sewer system will be maintained onsite and the responsibility of each property owner.

5.11 Water. There will be a public water system available to the Center, and connections thereto will be made as Building Sites are utilized. Water usage charges will be paid direct to the appropriate utility company. The Architectural Review Committee must approve any utilization of a private source for water to be used on a Building Site.

5.12 Height Restrictions. No building or appurtenance, including, but not limited to; standpipes, 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, or flagpoles shall exceed a height of fifty (50) feet above the finished building grade established by the Architectural Review Committee without the prior written approval thereof.

5.13 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 Architectural Review Committee. Once established, the drainage system may not be changed by an Owner without the approval of the Architectural Review Committee and the system will be maintained to provide for surface water drainage in accordance with the drainage pattern established.

ARTICLE VI APPROVAL OF PLANS

6.1 Architectural Review Committee. There is hereby established an Architectural Review Committee whose members shall be appointed by the Declarant. This Committee shall consist of three (3) members including a licensed architect, a person experienced in industrial park developments, and a representative of the Declarant. Members of the Architectural Review Committee shall serve at the pleasure of Declarant. The vote of two (2) members shall constitute the action of the Architectural Review Committee.

6.2 No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout and all exterior elevations, including materials and colors, signs and landscaping, all exterior lighting, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such Plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or the

Owner's authorized agent. Tilt-up concrete or masonry are the preferred materials for all exterior elevations.

6.3 Approval shall be based, among other things, on adequacy of the Building site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring Building Sites, operations and uses; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

6.4 If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Article IV hereof. The Architectural Review committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification.

6.5 Neither the Architectural Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, or negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any of said Building Sites agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover any such damages.

6.6 All fees for services rendered by the Architectural Review Committee in the approval of plans for the initial building are included in the cost of the land.

All subsequent reviews for additions, and/or alterations after the initial submittal shall be at the Owner's expense.

ARTICLE VII ENFORCEMENT

7.1 Abatement and Suit. The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners of every Building Site on the Property. These conditions, covenants, reservations and restrictions may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee, and as trustee on behalf of all of the Owners of Building Sites.

Each Owner by acquiring an interest in the Property shall appoint irrevocably the Declarant as his attorney-in-fact for such purposes; provided, however, that if a Building Site Owner notified Declarant of a claimed violation of these conditions, covenants, restrictions and reservations and Declarant fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions and reservations herein contained.

Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them for doing so, to cause said violations to be remedied or to recover damages for said violation.

7.2 Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by Declarant.

A. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount 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.

B. The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefore.

7.3 Enforcement of Maintenance Assessments. The Owner of each Building Site shall within thirty (30) days after the date on which a notice of assessment with respect to landscaping maintenance of said Owner's Building Site and maintenance of the Property Used in Common is mailed or delivered, remit the amount of such assessment to Declarant. Any assessment not paid within the aforesaid 30-day period from the date of such notice shall bear interest after said 30-day period at Ten Percent (10%) per annum until paid. All assessments not paid as set forth herein, plus accrued interest shall constitute a lien on the Building Site superior and prior to all other liens and encumbrances, except liens for taxes and assessments and except for a first mortgage lien on the property. To evidence such lien, Declarant shall prepare a written notice ("the Notice") setting forth the amount of such unpaid assessment, the name of the Owner or reputed Owner of the Building Site. The notice shall be signed by an officer of Declarant and shall be recorded in the office of the Clerk and Recorder of Dearborn County, Indiana, after having been mailed not less than thirty (30) days prior to such recording to the Owner or reputed Owner of the Building Site in default. The lien for the unpaid assessment shall attach from the date of recording of the notice and shall be effective for a period of five (5) years thereafter. Any such lien may be enforced by the foreclosure upon the Building Site with respect to which the assessment has not been paid in like manner as a mortgage on real property is foreclosed under the laws of the State of Indiana. In any such foreclosure the Owner of the Building Site which is being foreclosed shall be required to pay the cost, expenses and reasonable attorney's fees in connection with the preparation and filing of the Notice as provided herein and all costs and reasonable attorney's fee incurred in connection with the foreclosure. Declarant shall have the power to bid in the Building Site being foreclosed upon.

Declarant shall notify any mortgagee of the Building Site being foreclosed, if such encumbrancer has its address of record in the encumbrance document or otherwise furnished its address in writing to the Declarant. Any mortgagee holding a lien on the Building Site may, but shall not be required to, pay any unpaid assessment and upon such payment, such encumbrancer shall have a lien on the area or tract for the amount paid, of the same rank as the lien of Declarant. The amount of the assessment assessed against each Building Site shall also be the personal and individual debt of the Owner thereof at the time

the assessment is made and suit to recover money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same. When the mortgagee of a first mortgage of record or other purchases acquires title to the Building Site as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable for the assessments which become due prior to the acquisition of title to such Building Site.

7.4 Certificate of Compliance. Upon payment of a reasonable fee not to exceed One Hundred Dollars ($100.00) and upon written request of any Owner, mortgagee, prospective Owner, tenant or prospective tenant of a Building Site, Declarant shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any; whether or not the provisions of Article VII hereof relating to right of re-purchase have been exercised or complied with, and setting forth generally whether or not said Owner is in violation of any of the terms and conditions of these Covenants. Said written statement shall be conclusive upon Declarant in favor of the persons who rely thereon in good faith. Such statement shall be furnished by Declarant within a reasonable time, but not to exceed ten (10) days from the receipt of a written request for such written statement. In the event Declarant fails to furnish such statement within said ten (10) days, it shall be conclusively presumed that there are no unpaid assessments relating to the Building Site as to which the request was made, that the Owner has fully complied with the terms and provisions of Article VII hereof, and that said Building Site is in conformance with all of the terms and conditions of these Covenants.

ARTICLE VIII RIGHT OF RE-PURCHASE

8.1 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 Declarant to an Owner, other than Declarant, Declarant shall have the right to re-purhcase 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-purhcase to said Owner. The re-purchase price shall be the price paid by Owner for the Building Site when purchased from Declarant plus reimbursement for any real property taxes by Owner relating to the Building Site, less the unpaid balance of any mortgage or deed or trust or other amounts, non payment 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 Declarant. If Declarant fails to give written notice exercising it s right of re-purhcase within the one hundred eighty (180) day period aforesaid, said right of re-purhcase shall be deemed waived.

ARTICLE IX TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

9.1 Term. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect of a period of ten (10) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Article IX, paragraph 9.2 hereof.

9.2 Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the Owners of Sixty-five Percent (65%) of the Property (other than Property Used in Common) subject to these restrictions; provided, however, that during the initial ten (10) year term if these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Such termination, extension, modification or amendment shall be immediately effective upon

recording a proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the office of the recorder of Dearborn County, Indiana.

9.3 Assignments of Declarant's Right and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by the Declarant tot eh Owners or to any other person, corporation or association that will assume such obligations. The Owners or such other Assignee will have the same rights and powers as did Declarant and will appoint the Architectural Review Committee, thereafter the original Declarant will have no further liabilities, obligations and duties hereunder. If Declarant shall cease to exist without making an assignment, a successor Declarant may be appointed by the Owners of Sixty-five Percent (65%) of the Building Sites.

ARTICLE X MISCELLANEOUS

10.1 No Waiver. All of the conditions, covenants, restrictions and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

10.2 Owner's Liability Subsequent to Sale. Upon sale of a Building Site, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Building Site sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Building Site from any liabilities or obligations incurred prior to such sale pursuant to this Declaration of Protective Covenants. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site nor modify Declarant's right of re-purchase pursuant to Article VII hereof, and any subsequent owner shall have only the time remaining, if any, to comply with Article VIII.

10.3 Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Building Sites located within the Property, and their respective heirs, successors, personal representatives and assigns. No liability is assumed or shall be asserted against the Declarant should it fail to enforce any of these Protective Covenants.

10.4 Notice. Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows. If intended for a Building Site Owner: (1) to the address of the Building Site if improved; (2) if the Building Site is not improved, to the address set forth in the purchase contract or purchase contract application; (3) is none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

10.5 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

ARTICLE XI CODIFIED ORDINANCES OF THE CITY OF WEST HARRISON AND DEARBORN COUNTY, INDIANA

The approval process herein provided are not intended to supercede the existing or future ordinances of the City of West Harrison and Dearborn County and each Owner must comply with the

applicable ordinances concerning the use and improvement of a Building Site. Approval by the Declarant or the Architectural Review Committee as provided by these Covenants shall not be construed as approval by the City of West Harrison and Dearborn County or as a representation that said approval will comply with the then existing ordinances of the City of West Harrison or Dearborn County.

IN WITNESS WHEREOF Burger-Ziegler Industrial Park, Dale Ziegler, trustee and Alan Droege has set its hand this _____ day of _____, 20_____.

BURGER-ZIEGLER INDUSTRIAL PARK

_____ _____
Witness Dale Ziegler, Trustee

_____ _____
Witness Alan Droege

STATE OF INDIANA, DEARBORN COUNTY, SS:

BE IT REMEMBERED that on this _____ day of _____, 20____ before me, the Undersigned Notary Public in and for said County and State, personally appeared, Dale Ziegler, Trustee and Alan Droege and acknowledged the signing and execution of the Protective Covenants for said plat to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have set my hand and seal on the day and date above written.

_____
NOTARY PUBLIC

Orangeburg County Restrictive Covenants

Declaration of Covenants, Conditions, Restrictions and Easements

for

Orangeburg County/City Industrial Park

Orangeburg County/City Industrial Park Commission
Orangeburg County, SC

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Article I

Recitals

1.1 The Orangeburg County/City Industrial Park Commission, hereafter referred to as "Developer," is the sole owner of certain real estate located in the County of Orangeburg, State of South Carolina, described in Exhibit A, known as the Orangeburg County/City Industrial Park, and hereafter referred to as the "Property."

1.2 In order to establish an orderly, general plan for the improvement and development of the Property, the Developer desires to subject the Property to certain covenants, conditions, restrictions, and easements upon which all the Property shall be held, improved, transferred, and conveyed.

Article II

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 and easements herein set forth, each and all of which shall be binding upon, shall inure to the benefit of, and shall pass with, each and every parcel of the Property and shall apply to the heirs, assigns, and successors of the Developer and all Owners.

2.2 The Property is subject to the covenants, conditions, restrictions, and easements hereby declared to ensure proper use and prompt and appropriate development and improvement of each Building Site; to protect the Owners of Building Sites against such improper use of surrounding Building Sites as would depreciate the value of the Property; to guard against the erection of structures built of improper or unsuitable materials; to ensure adequate and reasonable development of the Property; to encourage the erection of attractive Improvements, appropriately located on Building Sites; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from roadways and adequate free spaces between structures; and in general to provide adequately for Improvements in the Property of appropriate quality.

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 for the direct, mutual, and reciprocal benefit of each and every part and parcel of the Property; shall create a mutual, equitable servitude upon each Building Site in favor of every other Building Site; shall create reciprocal 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.

2.3 Definitions.

A. **"Building Site"** shall mean any parcel or parcels or a portion thereof in the Orangeburg County/City Industrial Park, as modified or amended from time to time, which is suitable for the construction of Improvements.

B. **"Common Areas"** shall mean and refer to those areas of the Property which are not Building Sites, including but not limited to parks, median strips, drainage areas, rights-of-way, and easements, including beautification, pond, utility, dam, and drainage easements, and sign location areas and signs located therein.

C. **"Design Professional"** shall mean an architect or engineer properly licensed to practice in South Carolina.

D. **"Developer"** shall mean the Orangeburg County/City Industrial Park Commission and its successors and assigns.

E. **"DPU"** shall mean the Department of Public Utilities of the City of Orangeburg and its successors and assigns.

F. **"Improvements"** shall mean any modification, betterment, construction, or installation on any Building Site, and shall include without limitation all changes in site topography, underground utilities, buildings, outbuildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, signs, monuments, sculptures, driveways, walks, lawns, drives, trees, shrubs, and any structure of any type or kind.

G. **"Owner"** shall mean any entity and its successors, assigns, heirs, and legal representatives, owning a fee simple interest or any leasehold interest in and to any Building Site or portion thereof. To the extent that the Developer meets the criteria for ownership set forth herein, it shall be deemed an Owner hereunder in addition to possessing the rights, powers, privileges, obligations, and duties hereby specifically imposed upon and granted to the Developer.

H. **"Property"** shall mean that Property, known as the Orangeburg County/City Industrial Park,

described in Exhibit A which is attached hereto and made a part hereof.

I. **"Utility Site"** shall mean any parcel or parcels or a portion thereof in the Orangeburg County/City Industrial Park, as modified or amended from time to time, which is conveyed by the Developer to the DPU or another utility provider for purposes of constructing utility plant and appurtenances.

Article III

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 therefor have been approved by the Developer, as provided in Article VI. All Improvements shall conform to the requirements set forth herein, except as otherwise provided herein, and shall be designed by qualified Design Professionals.

3.2 Right to Repurchase. If, after the expiration of a one (1) year period from the date of execution of the sale agreement for any Building Site, any Owner shall not have begun the construction of acceptable and approved Improvements in compliance with the provisions hereof, the Developer may, at its option, require the Owner to reconvey the Building Site, free and clear from all liens and encumbrances except this Declaration. The Owner shall reconvey the property within ten (10) business days of receiving notice of the Developer's election to exercise its right to repurchase. At such time the Developer shall refund to the Owner the original purchase price and enter into possession of said Building Site.

3.3 Preliminary Design Meeting. Early in the design of Improvements, a preliminary design meeting shall be conducted. The meeting shall include the Developer

or Developer's representative, a DPU representative, the Owner or Owner's representative, and the Design Professional retained by the Owner. The agenda of this meeting shall include the presentation of the preliminary or conceptual design of Improvements and a discussion of the planned design work relative to the provisions of this Declaration.

3.4 Preconstruction Meeting. At least fifteen (15) days prior to the commencement of construction on a Building Site, including site grading, a preconstruction meeting shall be conducted. The meeting shall include the Developer or Developer's representative, a DPU representative, the Owner or Owner's representative, and the contractor and principal subcontractors, including the site grading subcontractor. The agenda of this meeting shall include the presentation of the construction schedule and a discussion of the planned construction activities relative to the provisions of this Declaration.

3.5 Construction Vehicular Traffic. The Developer shall have the right to control construction traffic during construction as well as access to a Building Site.

3.6 Completion of Construction.

A. After commencement of construction of an Improvement, 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. During construction, the Owner shall cause the Building Site to remain in a reasonably neat and

orderly condition, preventing the accumulation of trash or debris, and shall properly manage stormwater runoff from the Building Site.

B. The Owner shall develop and implement a plan which has been approved by the Developer to contain all sediment within the boundaries of the Building Site an ensure that all areas of the Building Site exposed for longer than thirty (30) days shall be grassed.

C. If, after the expiration of a two (2) year period from the date of execution of the sale agreement for any Building Site, it is the opinion of the Developer that the Owner has not diligently pursued completion of construction of any improvement, and the Developer shall have the option to repurchase the Building Site as provided in Article III. Additionally, upon repurchasing the Building Site, the Developer shall have the option to proceed with such incomplete construction or remove such incomplete construction.

3.7 Excavation. No excavation shall be made on any Building Site except in connection with the construction of Improvements. Upon completion of construction of Improvements, exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.

3.8 Storm Drainage.

A. The Owner shall provide the design of proposed storm drainage systems to the Developer for approval. These plans and specifications shall show

locations and details of all storm drainage improvements, including but not limited to size and location of underground piping, catch basins, headwalls, ditches, ponds, and swales from each Building Site to any designated easements within the Property.

B. The Developer may elect to require that the Owner provide on-site water retention and detention facilities.

C. All storm water drainage shall be carried to designated drainage easements, and in no case shall any storm water drainage from the building Site be carried across the Owner's property line onto another Building Site except when confined within drainage easements. No drainage of a Building Site shall be constructed which would prohibit the proper drainage of other Building Sites within the Property. Stormwater drainage from a Building Site shall not be allowed to flow on roadways.

D. The Owner shall at all times manage and maintain all drainage facilities, including but not limited to retention/detention ponds within its Building Site, in a safe, clean, orderly, neat, and operable condition. The Owner is subject to government ordinances, which may be more stringent than this Declaration.

3.9 <u>Landscaping.</u>

A. All Building Sites shall be landscaped, and landscaping plans and specifications shall be submitted to the Developer for approval prior to

installation. Such plans shall indicate the location, size, type, and height of each planting. Such plans shall reflect and take into account any landscaping which exists within the Property, either in Common Areas or on adjacent Building Sites. All plans and specifications must reflect efforts to retain existing and significant trees, if any, on the Building Site.

B. The area between the building walls and the Building Site's property lines shall be used for the planting and growing of trees, shrubs, lawn, and other ground cover, or material as approved by the Developer, except for such portions as may be reasonably required for drives, walks, parking areas, and loading areas.

C. Where pavement is to be placed between the building and any roadway frontage property line for the purposes of parking, then the pavement shall be separated by a minimum of fifty (50) feet from the roadway frontage property line. The area between the pavement and the property line shall be suitably landscaped with berms or other landscaping treatments which may include ground cover.

D. Where pavement is to be placed adjacent to any property line not fronting on a roadway, a minimum of twenty-five (25) feet of landscaping shall be provided along that property line.

E. All landscaping shall be installed within sixty (60) days after substantial completion of construction, weather permitting.

F. Landscaped areas shall be perpetually maintained in a sightly and well kept condition including such replanting and replacement as is, from time to time, required.

3.10 Signs.

A. Information pertaining to all proposed exterior signs, whether identification, temporary, or informational, along with appropriate plans and specifications, shall be first submitted to the Developer for written approval. Such plans and specifications for any sign shall include but not be limited to the color(s), dimensions, locations on the site, height, copy, type of illumination, and other characteristics. No sign shall be erected substituted, changed, or modified on the Property without the prior written approval by the Developer.

B. Signs must conform to the following standards:

1. Identification signs shall be restricted to identifying only the person, firm, company, or corporation operating the use conducted on the Building Site or the product or service sold or produced on the Building Site.

2. Informational signs, including instructions to visitors, vendors, and customers, directional signage, designated parking areas, driveway entrance signs, or any exterior sign other than identification signs or temporary signs, must be uniform both with regard to sign panel design and lettering style.

3. All temporary signs shall be promptly removed by the Owner when the purpose of temporary use ceases.
4. Signs may be electrified but will be non-flashing.
5. Signs may not project above the building roof line.
6. Signs may not be located within easements.

C. The above notwithstanding, the Developer at its sole discretion may approve or refuse requests for variances to this paragraph on a case by case basis.

3.11 Loading Areas. Loading areas, including shipping and receiving areas, shall be located and screened so as to minimize their visibility from any roadway or other right-of-way.

3.12 Outside Storage. No materials, supplies, equipment, finished or semi-finished products, or articles of any nature shall be stored or permitted to remain on any Building Site outside of a building except as approved by the Developer. Waste and rubbish storage facilities shall be properly screened, and the construction thereof shall be subject to the review and approval of the Developer.

3.13 Parking Areas and Drives.

A. No parking shall be permitted on any roadway or any place other than in the paved parking areas provided for and described herein.

B. No parking shall be permitted within easements or setbacks.

C. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete) with curb and gutter constructed of concrete.

D. Curb and gutter shall be of the 18-inch "rolled" type.

E. Adequate off-roadway 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 and approval by the Developer and shall conform to all applicable ordinances and regulations. 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 or office staff; and one (1) space for each vehicle used directly in the conduct of the business.

F. Roadway connections of drives shall be approximately perpendicular to the centerline of the roadway. Drives shall be designed and constructed to allow safe and convenient vehicular access from the roadway to the parking areas, building, and loading areas on the Building Site. No connection of drives to U.S. Highway 301 or Big Buck Boulevard will be allowed. No connection of a drive will be allowed within one hundred and fifty (150) feet of a roadway intersection.

3.14 Utility Connections. All utility connections shall be made underground from the nearest appropriate utility source. Transformers, meters, and any other exterior utility apparatus or appurtenance shall not be hung on any Improvement, but shall be placed at or below ground level. Where placed at ground level, such items shall be adequately screened. Overhead electrical and telephone connections, however, shall be temporarily permitted during the construction period of the Improvement. Boring will be required to access utility sources which may be located within a roadway or which may require crossing a roadway. Water, wastewater, gas, and electric service shall be coordinated with, and shall meet the requirements of, the DPU.

3.15 Fences. No fence, wall, hedge, screen, or mass planting shall be erected, installed, or permitted to remain without prior written approval of the Developer.

3.16 Exterior Lighting.

A. All exterior lighting on any Building Site shall be designed and installed in accordance with plans and specifications approved by the Developer. Exterior lighting on all Building Sites shall be limited to signs and security and safety illumination of drives, parking areas, walks, building entrances, loading and service areas, and exterior lighting of overall building surfaces.

B. Parking area, drive, and loading area illumination will consist of round, taper steel poles in bronze finish with round, arm-mounted, bronze luminaries of no more than 400 watt metal halide.

Parking area lights will not exceed 30 feet from ground level and shall be used in a single or twin format. Walkway lighting should be of the same general appearance as above, with height not to exceed 14 feet from ground level. All exterior lighting must be controlled by group.

3.17 Maintenance of Building and Landscaped Areas.

A. The Owner of a Building Site shall keep all Improvements thereon in a safe, clean, maintained, and neat condition and shall comply with all governmental statutes, ordinances, and regulations and all health, police, and fire requirements. The Owner shall remove, at its own expense and on a regular basis, any rubbish or trash of any type which may accumulate on its Building Site.

B. Rubbish, trash, garbage, or other waste materials shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash or other waste shall not be permitted to accumulate or be disposed of on the Property by burning or burial.

C. All signs will be maintained in a neat and orderly manner and repainted or repaired promptly as required.

D. All paved areas on the Building Site shall be kept in good repair and shall be regularly swept clean of soil or other debris.

E. All steep banks or slopes shall be maintained with

suitable grasses, trees, and shrubs to prevent erosion, exposure of soil, and an unsightly appearance.

F. No Improvement on any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each Improvement shall at all times be kept in good condition, properly maintained, and adequately painted or otherwise finished.

G. All planted grasses, trees, shrubs or other vegetation shall be maintained consistently in a neat, orderly, and healthy condition. All planted areas and lawn areas shall be kept free of weeds and debris, and shall be adequately fertilized and maintained.

H. In the event the Owner of any Building Site shall fail to comply reasonably with any requirement of this section, the Developer shall have the right, but not the duty, to take corrective action at the expense of the Owner.

I. The Developer shall maintain the Common Areas at the expense of the Owners. Such expense shall be divided among the Owners in the same proportion as each of the Owner's acreage to the total acreage of the Property.

3.18 Height Restrictions. No building, appurtenance, or other Improvement shall exceed a height of 50 feet above the finished building grade without the prior written approval of the Developer.

3.19 Building Materials and Design.

A. **Exterior Walls.** The exterior walls of all buildings shall be of such materials, designs, and colors as may be approved in writing by the Developer. Standard quality metal siding shall not be permitted. High quality, low profile, metal sandwich panels with concealed fasteners may be permitted if the Owner can demonstrate a reasonable need for such materials and use of such materials is specifically approved by the Developer. All concrete masonry units or concrete panels shall be finished in stone, textured, or coated in a manner to be approved by Developer.

B. **Canopies.** No canopies with visible wall hangers will be permitted. Design of canopies shall be in keeping with the design of buildings including color coordination, and must be approved in writing by the Developer.

C. **Coverage.** Unless otherwise approved by the Developer, the ratio of building square footage to the total square footage of any Building Site shall not exceed forty percent (40%).

3.20 Right to Subdivide. The Developer may subdivide, resubdivide, combine, or alter the size, shape or area of Building Sites. Once a Building Site has been purchased by the Owner from the Developer, such parcel of land may be combined with other Building Sites, but shall not be subdivided, or a portion of the land sold, leased, or rented, unless written approval is given by the Developer.

Article IV

Setbacks and Easements

4.1 Primary Setbacks.

A. The primary setbacks for each Building Site shall have a width of 50 feet from a Building Site property line which is adjacent to a roadway and a width of 25 feet from a Building Site property line which is not adjacent to a roadway.

B. No parking facilities or buildings shall be constructed within the primary setbacks. The Developer shall have the power to grant variances upon a showing of undue hardship. Drives and walks may be constructed within primary setbacks, and the Owner shall install landscaping within the primary setbacks.

C. The Developer shall have perpetual, non-exclusive, commercial, alienable easements within the primary setbacks of a Building Site for the installation, construction, repair and maintenance of utility services, including water, electric, telephone, fiber optic cable, communication, security systems, gas, sewer, drainage, stormwater facilities, cable television, and emergency service facilities. The Developer shall have the power of granting similar utility easements to third parties within the primary setbacks as indicated within this Article.

4.2 Building Setbacks. No building shall be constructed within 100 feet of property lines adjacent to a

roadway or within 50 feet of property lines not adjacent to a roadway. The Developer shall have the right to grant exceptions to the building setbacks for ancillary or accessory buildings such as gazebos or entrance gates. The Developer shall also have the power to grant variances from the building setbacks upon a showing of undue hardship.

4.3 Granted Easements. The Developer shall have the right, in its reasonable discretion, to grant easements over, through, across, and under any of the Property for the purposes of all utilities necessary or desirable, for the benefit of any Building Site. Such easements shall not interfere with existing Improvements constructed, or in the process of being constructed, on Building Sites. Such easements within Building Sites shall be confined to the primary setback areas.

4.4 Platted Easements. The Developer, as development of the Property continues, shall have plats prepared and recorded which shall show roadway rights-of-way, Common Areas, and easements other than those contained within the primary setback areas of Building Sites.

Article V

Operations Standards

5.1 Permitted Uses. Building Sites shall be utilized only for light and medium industrial uses, office, warehousing, distribution, engineering, research facilities, laboratories, and such other uses as approved by the Developer and permitted by applicable codes or regulations. The following uses shall not be permitted:

1. Uses determined by the Developer to be unsafe or dangerous, such as those creating explosion or radiation hazards.
2. Uses determined by the Developer to be objectionable or which constitute a nuisance which include but shall not be limited to odor, dust, fumes, smoke, noise, vibration, electromechanical disturbance, refuse, debris, or water carried waste.
3. Uses determined by the Developer to be objectionable by reason of their adverse effects on adjoining property.

The Developer shall review all proposed uses for control and regulation of odor, noise, fumes, waste disposal, and other problems affecting the Property. No Owner shall be permitted to maintain any nuisance or waste upon the premises.

5.2 Damage to or Destruction of Improvements. Any improvements on any Building Site damaged in whole or in part shall be repaired, restored, or

replaced promptly, including the removal of debris. Alternatively, should it be determined by the Owner thereof not to repair or replace such Improvement, the Owner shall, at its own expense, promptly demolish and remove the damaged Improvement from its Building Site and thereafter maintain the Building Site in an attractive condition until the Building Site is again improved in accordance with the applicable provisions. In no instance shall any damaged Improvement remain on the Building Site unrepaired or unremoved for a period in excess of sixty (60) days from the date of damage.

5.3 Right to Enter. During reasonable business hours, the Developer or its authorized representatives shall have the right to enter any Building Site, but not the interior of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. 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 VI

Approval of Plans and Variances

6.1 Approval. No Improvement shall be erected, placed, replaced, altered, maintained, or permitted to remain on any Building Site until plans and specifications showing a site plan, drainage plan, utility plan, exterior elevations, material and color selections, landscaping plan, and design details shall have been submitted to, reviewed, and approved in writing by the Developer. Such approval shall not be unreasonably withheld.

6.2 Review Assistance and Fee. As determined by the Developer, the Developer may retain an independent Design Professional to assist with the review of submitted plans and specifications. Submission of plans and specifications may include, as determined by the Developer, a review fee to be paid by the Owner. The review fee shall not exceed one-half percent (0.5%) of the sale price of the Building Site.

6.3 Basis of Approval. Approval shall be based on the conformity and harmony of exterior design with neighboring structures; impact of location and use of Improvements on adjacent Building Sites; relation of topography, grade, and finished ground elevation to that of neighboring Building Sites; use of appropriate building materials; and conformity of the plans and specifications to the purpose and intent of this Declaration. The decision of the Developer as to such matters shall be conclusive and final.

6.4 Time for Approval. If the Developer fails to approve, disapprove, or notify Owner of the need for additional time to approve or disapprove, such plans and specifications within thirty (30) days after a complete package of the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications; provided, however, that in all events such plans and specifications, and the Improvements based thereon, must comply in all other respects with the requirements set forth herein, unless specifically provided otherwise, and with all applicable laws, ordinances, and regulations then in effect, without limitation.

6.5 No Liability. The Developer and its representatives, successors, and assigns shall not be liable in damages or otherwise to any entity submitting plans and specifications 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, disapproval, or failure to approve such plans and specifications. Every entity which submits plans and specifications to the Developer for approval agrees by submission of such plans and specifications, 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 or any relief based upon the aforesaid causes.

6.6 Variances. The Developer is 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. Such variances shall be reasonably consistent with the purposes hereof and shall not, in the Developer's opinion, 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 as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

6.7 **Utility Sites.** It is anticipated that variances from the provisions of this Declaration will be needed for construction and continued use of Utility Sites. The Developer shall grant all reasonable variances as may be requested for Utility Sites, particularly in light of the unique needs associated with such uses.

Article VII

Enforcement

7.1 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions, and conditions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers, and visitors.

7.2 Abatement and Suit. Violation or breach of any restriction herein contained shall give to the Developer and every Owner subject to these Protective Covenants, 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 for said violation.

7.3 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 any Owner.

7.4 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any

provision hereof, the Owner against which a final order is issued shall pay the attorney's fees and expenses of the Developer and/or prevailing Owner or Owners, 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.

7.5 **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.

Article VIII

Term, Termination, Modification, and Assignment

8.1 Term. This Declaration shall continue in full force and effect for a period commencing on the date hereof and expiring thirty (30) years from the date hereof.

8.2 Termination and Modification. This Declaration, or any provision, 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 the Building Sites. No such termination, extension, modification, or amendment shall be effective, however, without the written approval of the Developer so long as the Developer owns at least fifteen percent (15%) of the acreage of all Building Sites.

8.3 Easements Remain. Any termination or modification shall have no effect upon easements granted or reserved by, or pursuant to, this Declaration.

8.4 Assignment of Developer's Rights and Duties. The rights, powers, privileges, obligations, and duties hereby specifically granted to or imposed upon the Developer shall automatically transfer to any successor or assign of the Developer which succeeds to the Developer's interest in the Property.

8.5 Assignment of Owner's Rights and Duties. The rights, powers, privileges, obligations, and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to any entity acquiring the Owner's interest in a Building Site or any lessee or sublessee 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 and shall contain an agreement by the transferee to be bound by all of the terms and conditions hereof.

Article IX

Miscellaneous Provisions

9.1 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.

9.2 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 mutual and 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.

9.3 Inurement. This instrument shall bind and inure to the benefit of the Developer and all Owners, and their respective successors, assigns, heirs, and legal representatives.

9.4 Compliance with Laws and Regulations. All other provisions of this Declaration notwithstanding, all Owners of Building Sites shall comply with all

applicable laws, ordinances, and regulations pertaining to the ownership and use thereof, without limitation.

9.5 Indemnification and Hold Harmless. All Owners of Building Sites and the Developer are each exclusively responsible for Property which they own and their related activities, development, and operations. The Owners of all Building Sites 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.

9.6 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.

9.7 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.

9.8 Notice. Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to any party subject to the terms and provisions hereof, shall be in writing and shall be

deemed duly served and given when personally delivered to the person to whom it is addressed or in lieu of such delivery, when deposited in the United States mail, first class, certified or registered mail, postage prepaid, and addressed as follows:

A. If to the Developer:

Orangeburg County/City Industrial Park Commission
ATTN: Executive Director, Orangeburg County Development Commission
P.O. Box 1303
Orangeburg, SC 29116-1303

B. If to any Owner:

At the address of the Building Site which is the subject of such notice or communication.

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

County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director

DATE: September 14, 2007

RE: Options to Address Derelict Mobile Homes and Unsafe Structures

Recently, County Council requested that staff identify options to address derelict mobile homes and unsafe structures within Lexington County. The following information details staff research on options to address both issues.

DERELICT MOBILE HOMES

In June 2007, the State of South Carolina amended Article 1, Chapter 1, Title 6 of the South Carolina Code of Laws by adding Section §6-1-150 to address derelict mobile homes. The new laws specifically defines a derelict mobile home as meeting the following criteria:

Criteria #1

- A mobile home that is not connected to electricity or not connected to a source of safe potable water supply sufficient for normal residential needs, or both;
- A mobile home that is not connected to a Department of Health and Environmental Control approved wastewater disposal system; or
- A mobile home that is unoccupied for a period of at least 30 days and for which three is clear and convincing evidence that the occupant does not intend to return on a temporary or permanent basis; ***and***

Criteria #2

- A mobile home that is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin-infested that it creates a hazard to the health or safety of the occupants, the persons using the mobile home, or the public.

The new law allows a local governing body to impose a registration fee not exceeding $25 for the purpose of locating, identifying and inspecting derelict mobile homes. If, after inspection, a mobile home meets the criteria to be considered derelict, as defined in the law, the Building Official may petition the appropriate magistrate to seek to have the mobile home removed from the property and destroyed. The County must also adhere to state laws regarding notification of the owner of the mobile home and any lien holders. In a court proceeding with the proper notice, the magistrate must then determine that a mobile home does, in fact, meet the criteria to be considered derelict.

Upon such a determination the magistrate can approve or deny the Building Official's petition to removed and destroyed the mobile home. Any person affected by an order of a magistrate has the opportunity to appeal the ruling to circuit court.

According to the new law, costs for removal and disposal are the responsibility of the mobile home owner, and can only be waived by order of a magistrate or if the County were to implement a program to cover removal and disposal costs. In instances where the landowner is the owner of the derelict mobile home and is unwilling or unable to pay the disposal costs, state law allows for a lien to be placed upon the property where the derelict mobile home was located. In such an instance, the County would bear the up-front costs for removal and disposal. If the owner of the derelict mobile home does not own the property where the mobile home is located, the County would have no substantive options to recoup the costs for removal and disposal.

Estimated costs to remove and dispose of derelict mobile homes are approximately $1,500 per mobile home. A budget amendment resolution has been prepared for the estimated additional revenue the County would receive by implementing a $25 registration fee for all mobile homes newly registered with the County. Using an estimate of 450 newly registered mobile homes per year, the fee would generate approximately $11,250 in additional revenue. A new program budget request has also been prepared for $19,552 to cover the operating costs for the County to implement a Derelict Mobile Home Removal Program.

UNSAFE STRUCTURES

Section 1-3.7 of the existing Lexington County Building Code Ordinance allows the Building Official to address unsafe structures. The ordinance defines unsafe structures as structures which are unfit for human habitation and/or other use due to dilapidation, defects increasing the hazards of fires, accidents or other calamities, lack of ventilation, light or sanitary facilities, or other conditions rendering such dwellings or buildings unsafe or unsanitary, dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of Lexington County.

If a structure is suspected to be unsafe, a complaint or petition may be filed by the Building Official, by administrative officials of the County, or by at least five (5) residents or property owners within 2,000 feet of the property where the structure is located. If, after inspection, a structure meets the criteria to be considered "unsafe" as defined by the Building Code Ordinance, the Building Official must notify the owner and all parties of interest of an administrative hearing to be held by the Building Official. The administrative hearing must be held within ten (10) to thirty (30) days after service of the notification letter. If, through the administrative hearing, the Building Official determines that the structure is unsafe, the owner must be notified in writing of the findings of the administrative hearing. The Building Official may command that the unsafe structure be repaired or demolished, depending upon the specific circumstances. If the owner fails to comply with the order to repair or demolish the structure, The Building Code Ordinance also authorizes the Building Official, upon the approval of a majority of the members of County Council, to cause compliance repair, close or demolish any structure which meets the criteria above and has been determined to be unsafe. In such a circumstance, the County would bear the up-front costs for repair, closing or demolition. The Building Code Ordinance also stipulates that a lien can be placed upon the property where the unsafe structure was located. Any person affected by an order of the Building Official has the opportunity to apply to circuit court within sixty (60) days to appeal the order.

SECTION I

COUNTY OF LEXINGTON
New Program Request
Fiscal Year - 2007-2008

Fund # 1000 Fund Title: **General**
Organization # 101610 - Community Dev. Organization Title: **Community Development**
Program # Program Title: **Derelict Mobile Home Removal Program**

Object Expenditure Code	Classification	Total 2007 - 2008 Requested
	Personnel	
510100	Salaries	0
511112	FICA Cost	0
511113	State Retirement	0
511120	Insurance Fund Contribution	0
511130	Workers Compensation	0
511131	S.C. Unemployment	0
	*** Total Personnel**	**0**
	Operating Expenses	
520235	Derelict Mobile Home Removal	12,000
520236	Derelict Mobile Home Disposal	3,520
520400	Advertising	1,000
520500	Legal Services	2,000
521000	Office Supplies	150
521100	Duplicating	50
525100	Postage	150
525250	Motor Pool Reimbursement	582
	*** Total Operating**	**19,452**
	**** Total Personnel & Operating**	**19,452**
540000	Small Tools and Minor Equipment	100
	**** Total Capital (From Section II)**	**100**
	***** Total Budget Appropriation**	**19,552**

SECTION II

COUNTY OF LEXINGTON

Capital Item Summary
Fiscal Year - 2007 - 2008

Fund #	**1000**	Fund Title:	**General**
Organization #	**101610**	Organization Title:	**Community Development**
Program #	**N/A**	Program Title:	**Derelict Mobile Home Removal Program**

Qty		Item Description	***BUDGET*** 2007-2008 Requested Amount
	54000	**Small Tools and Minor Equipment**	**$100**

**** Total Capital (Transfer Total to Section I and IA)** **$100**

SECTION III - PROGRAM OVERVIEW

Derelict Mobile Home Removal Program (NEW PROGRAM REQUEST)

This budget request provides for the establishment of a Derelict Mobile Home Removal Program within the Community Development Department. Upon approval by County Council, the program will:

- Locate, identify and inspect derelict mobile homes
- Communicate with property/mobile home owners on repair or removal of derelict mobile homes
- File the appropriate petitions in magistrate's court to remove and destroy derelict mobile homes
- Pay any necessary costs to remove and destroy derelict mobile homes when the owner is unable, unwilling or cannot be located

The Derelict Mobile Home Removal Program will operate under the guidelines of the South Carolina Code of Laws, Article 1, Chapter 1, Title 5, Section §6-1-150 and under the guidelines of the Lexington County Building Code Ordinance. In the first year, the program estimates the removal and disposal of twelve (12) derelict mobile home.

SECTION V.B - OPERATING LINE ITEM NARRATIVE

520235 – Derelict Mobile Home Removal $12,000

This line item will cover costs to secure a moving company to remove derelict mobile homes from a site. This line item will also cover the cost to demolish derelict mobile homes on-site, when transport is not possible due the dilapidated condition of the structure.

12 mobile homes x $1,000 = $12,000

520236 – Derelict Mobile Home Disposal $3,520

This line item will cover the costs to dispose of derelict mobile homes in the County landfill.

16 pieces x $220 = $3,520

520400 – Advertising and Publicity $1,000

This line item will cover public notice and advertisement costs when the owner of a derelict mobile home cannot be identified and/or located.

520500 – Legal Costs $2,000

This line item covers the costs to file necessary legal petitions in the appropriate courts of law.

521000 – Office Supplies $150

This line item includes office supplies to support the Derelict Mobile Home Removal Program. Items to be purchased include: hanging files, folders, paper, envelopes, and other general office supplies incidental to operating the program.

521100 – Duplicating $50

The Derelict Mobile Home Removal Program will need to make copies throughout the year of various inspection notes, correspondence, etc.

1,000 copies at $.05 per copy = $50

525100 - Postage $150

The proposed request is based on anticipated mailings to provide required notices to mobile home owners and lien holders.

525250 – Motor Pool Reimbursement $582

This line item request is the cover the travel costs for staff in locating, identifying, and inspecting derelict mobile homes.

1,200 miles x $.485 = $582

SECTION V.C - CAPITAL LINE ITEM NARRATIVE

540000 - SMALL TOOLS & MINOR EQUIPMENT $100

This line item request is for a legal file cabinet to store files and information related to the Derelict Mobile Home Removal Program.

COUNTY OF LEXINGTON
Grant Request Summary Form

Title of Grant: FY07 Justice Assistance Grant (JAG) Program

Fund: 2494 (No.) FY07 Justice Assistance Grant (Title) **Department:** 142000 Magistrate Court Services (No.) 151200 LE/Operations, 999900 Non-Depart. (Title)

Type of Summary: **Grant Application** _____ **Grant Award** X

Grant Overview:
These funds will be used to replace several laptops for the Sheriff's Department as well as allow them to install a radio repeater. The Magistrate Court will use their portion of these funds to replace printers and sound systems.

Sistercare will be providing counseling services for Lexington County and will be reimbursed for their services.

Grant Period: October 1, 2007 to September 30, 2010

Responsible Departmental Grant Personnel: Ed Lewis, Nandalyn Heaitley, Adam DuBose

Date Grant Information Released: May 1, 2007 **Date Grant Application Due:** July 2, 2007

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

Personnel	$	-
Operating	$	7,054.00
Capital	$	57,073.00
Total	$	64,127.00

Local Match Required: **Yes** [ ] **No** [X]

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

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

None

F:\windows\excel2k\forms\grants\blankgrantsummaryform.xls
Last Updated: 12/13/06 By: AD

Dept. Preparer:		
Dept. Approval:		
Finance Approval:	AD	9/14/2007
	Initials	*Date*

COUNTY OF LEXINGTON
FY 07 JUSTICE ASSISTANCE GRANT
Annual Budget
FY 2007-08 Estimated Revenue

Object Code	Revenue Account Title	Actual 2005-06	11 Months Received Thru May 2006-07	Amended Budget Thru May 2006-07	Projected Revenues Thru Jun 2006-07	Requested Revenues 2007-08	Total Recommend 2007-08
	***FY07 Justice Assistance Grant**						
	Revenues:						
457000	Federal Grant Income	0	0	0	0	64,127	64,127
		0	0	0	0	64,127	64,127
	*****Total Appropriations**				0	64,127	64,127
	FUND BALANCE Beginning of Year				0	0	0
	FUND BALANCE - Projected End of Year				0	0	0

COUNTY OF LEXINGTON
FY 07 JUSTICE ASSISTANCE GRANT
Annual Budget
Fiscal Year - 2007-08

Fund 2494
Division: Judicial
Organization: 142000 - Magistrate Court Services

Object Code	Expenditure Classification	2005-06 Expenditure	2006-07 Expenditure (May)	2006-07 Amended (May)	BUDGET 2007-08 Requested	BUDGET 2007-08 Recommend	BUDGET 2007-08 Approved
	Personnel						
	*** Total Personnel**	**0**	**0**	**0**	**0**	**0**	
	Operating Expenses						
	*** Total Operating**	**0**	**0**	**0**	**0**	**0**	
	**** Total Personnel & Operating**	**0**	**0**	**0**	**0**	**0**	
	Capital						
540000	Small Tools and Minor Equipment	0	0	0	0	0	
540010	Minor Software	0	0	0	0	0	
	(2) Sound Systems	0	0	0	2,095	2,095	
	(14) Printers				5,600	5,600	
	**** Total Capital**	**0**	**0**	**0**	**7,695**	**7,695**	
	***** Total Budget Appropriation**	**0**	**0**	**0**	**7,695**	**7,695**	

COUNTY OF LEXINGTON
FY 07 JUSTICE ASSISTANCE GRANT
Annual Budget
Fiscal Year - 2007-08

Fund 2494
Division: Law Enforcement
Organization: 151200 - Operations

Object Code	Expenditure Classification	2005-06 Expenditure	2006-07 Expenditure (May)	2006-07 Amended (May)	BUDGET 2007-08 Requested	BUDGET 2007-08 Recommend	BUDGET 2007-08 Approved
	Personnel						
	*** Total Personnel**	**0**	**0**	**0**	**0**	**0**	
	Operating Expenses						
520700	Technical Services	0	0	0	0	0	
529903	Contingency	0	0	0	0	0	
	*** Total Operating**	**0**	**0**	**0**	**0**	**0**	
	**** Total Personnel & Operating**	**0**	**0**	**0**	**0**	**0**	
	Capital						
	All Other Equipment	0	0	0			
	(6) Laptop Computer and Accessories				19,378	19,378	
	(1) Radio Repeater Installation				30,000	30,000	
	**** Total Capital**	**0**	**0**	**0**	**49,378**	**49,378**	
	***** Total Budget Appropriation**	**0**	**0**	**0**	**49,378**	**49,378**	

COUNTY OF LEXINGTON
FY 07 JUSTICE ASSISTANCE GRANT
Annual Budget
Fiscal Year - 2007-08

Fund 2494
Division: Non-departmental
Organization: 999900 Non-departmental

Object Code	Expenditure Classification	2005-06 Expenditure	2006-07 Expenditure (May)	2006-07 Amended (May)	BUDGET 2007-08 Requested	BUDGET 2007-08 Recommend	BUDGET 2007-08 Approved
	Personnel						
	*** Total Personnel**	**0**	**0**	**0**	**0**	**0**	
	Operating Expenses						
520306	Counseling Services	0	0	0	7,054	7,054	
	*** Total Operating**	**0**	**0**	**0**	**7,054**	**7,054**	
	**** Total Personnel & Operating**	**0**	**0**	**0**	**7,054**	**7,054**	
	Capital						
	**** Total Capital**	**0**	**0**	**0**	**0**	**0**	
	***** Total Budget Appropriation**	**0**	**0**	**0**	**7,054**	**7,054**	

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Adam DuBose, Manager of Grants Administration

subject: Violence Against Women Act (VAWA) Grant Award - Fund 2446

date: September 17, 2007

Attached is the award letter we received from the Department of Public Safety notifying us that we were awarded the VAWA grant that we applied for back in May. We were awarded $152,202, which is only a portion of the amount that we applied for.

DPS will be notifying the grant recipients what they were awarded at the grant workshop they will be having on September 19. Due to the date of this workshop, I do not have a budget attached with this award letter.

COUNTY OF LEXINGTON
Grant Request Summary Form

Title of Grant: **Violence Against Women Act (VAWA)**

Fund: 2446 (*No.*) Violence Against Women Act (*Title*) **Department:** 151200 (*No.*) LE/Operations (*Title*)

Type of Summary: **Grant Application** _____ **Grant Award** X

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	$	-
Operating	$	152,202.00
Capital	$	-
Total	$	152,202.00

* 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** [X] **No** [ ]

If Yes, What is the Percentage / Amount:

%	$ Amount	
75	$152,202.00	
25	$50,734.00	In-kind Match

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.

	Initials	Date
Dept. Preparer:	NH	4/13/2007
Dept. Approval:	AP	4/13/2007
Finance Approval:	AD	9/14/2007

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Last Updated: 12/13/06 By: AD

South Carolina Department of Public Safety

Office of Justice Programs

AUG 2007
RECEIVED
LEXINGTON COUNTY
ADMINISTRATOR
LEXINGTON, S.C.

August 28, 2007

Ms. Katherine Hubbard
Administrator
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072

RE: Violence Against Women Act Grant No. 1K07009
Enforcement and Prosecution for Criminal Domestic Violence

Dear Ms. Hubbard:

Enclosed are the original and one copy of the grant award approved by this office in the amount of $152,202. In order to complete the contract for this award, it is necessary that the Official Authorized to Sign return the original grant award with an original signature in blue ink within 30 days from the date of this award. The signed original should be sent to:

Ms. Audrey Roberts
Senior Accountant
S.C. Department of Public Safety - Accounting-Grants
Post Office Box 1993, Building D, Floor 1
Blythewood, South Carolina 29016-1993

Copies of the grant *Request for Financial Payment/Quarterly Fiscal Report Forms* can be found on our website at www.scdps.org/ojp/voca.asp. The financial reports should be completed for each calendar quarter ending date, and are due 30 days after the end of each quarter. The *Programmatic Progress Report Form* also can be found on this page under Victims of Crime Grants. The due dates and periods covered for programmatic progress reports are indicated on the *Programmatic Progress Report Form.* Additionally, the Office on Violence Against Women requires a report on each calendar year that the grant award spans. Information on these reports will be forthcoming from my staff. Should you have any questions or need assistance, please contact our office.

Sincerely,

Burke O. Fitzpatrick
Administrator

BOF:vfc
Enclosures

c: Ms. Nandalyn Heaitley
VAWA Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee:	Lexington County		
Grant Title:	Enforcement and Prosecution for Criminal Domestic Violence		
Grant Period:	10/01/07 – 09/30/08	Date of Award:	October 1, 2007
Amount of Award:	$152,202	Grant No.:	1K07009

In accordance with the provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq, as amended, CFDA No. 16.588, and on the basis of the application for action grant award submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee an action grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for S.T.O.P Violence Against Women grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subgrantee certifies that the federal and state conditions are fully understood by the subgrantee and will be complied with.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc. A copy of the Budget Detail Page of the grant application has been attached for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of award, upon return to Accounting - Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below, in blue ink. This award must be accepted within thirty (30) days from the date above, and such reports required by the South Carolina Department of Public Safety must be submitted to Accounting - Grants in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign
Katherine Hubbard

ACCEPTANCE FOR THE SFA

Barbara Jean Nelson, Program Administrator
Violence Against Women Act Program

Burke O. Fitzpatrick, Administrator
Office of Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Adam DuBose, Manager of Grants Administration

subject: State Homeland Security Grant Application - Fund 2476

date: September 14, 2007

Attached is an application request for the State Homeland Security Grant. The application is due on September 30, 2007.

Since the application is due five days after the Council meeting on September 25, 2007, I am requesting that the application be sent to full Council for consideration due to the time restraints.

COUNTY OF LEXINGTON
Grant Request Summary Form

Title of Grant: **2006 SHSP-Lexington County COBRA**

Fund: 2476 (*No.*) State Homeland Security Grant (*Title*) **Department:** 131101 (*No.*) Public Safety - Emergency Preparedness (*Title*)

Type of Summary: **Grant Application** X **Grant Award** _____

Grant Overview:

This no match grant will allow us to replace required equipment for the COBRA Team that has been used or is no longer serviceable. This equipment includes: decon shelter hoses, litter conveyors, decontamination kits, detection kits, photo ionization detectors, shelter sprayers, casualty id tags, oxygen manifolds, biohazard bags, biphasic defibrillator, Israeli bandages, laryngoscopes, and crime scene tape. These items are required items for each COBRA Team.

Grant Period: July 1, 2007 to June 30, 2008

Responsible Departmental Grant Personnel: Major George Brothers

Date Grant Information Released: September 4, 2007 **Date Grant Application Due:** September 30, 2007

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

Personnel		
Operating	$	10,915.00
Capital	$	15,000.00
Total	$	25,915.00

Local Match Required: **Yes** [ ] **No** [X]

If Yes, What is the Percentage / Amount: _____ _____

% *$ Amount*

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

We will be required to provide documentation that the equipment has been purchased and available (on site inspection) for use by the COBRA Team.

Dept. Preparer:	GB	9/14/2007
Dept. Approval:	GB	9/14/2007
Finance Approval:	AD	9/14/2007
	Initials	*Date*

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Last Updated: 12/13/06 By: AD

COUNTY OF LEXINGTON
STATE HOMELAND SECURITY GRANT
Annual Budget
Fiscal Year - 2007-08

Object Code	Revenue Account Title	Actual 2005-06	11 Months Received Thru May 2006-07	Amended Budget Thru May 2006-07	Projected Revenues Thru Jun 2006-07	Requested 2007-08	Approved 2007-08
	***State Homeland Security Grant 2476:**						
	Revenues: (Organization - 000000)						
457000	Federal Grant Income	0	0	0	0	25,915	0
	**** Total Revenue**	0	0	0	0	25,915	0
	*****Total Appropriation**				0	25,915	0
	FUND BALANCE Beginning of Year				0	0	0
	FUND BALANCE - Projected End of Year				0	0	0

Fund: 2476
Division: Public Safety
Organization: 131101 - Emergency Preparedness

Object Code	Expenditure Classification	2005-06 Expenditure	2006-07 Expenditure (May)	2006-07 Amended (May)	BUDGET 2007-08 Requested	BUDGET 2007-08 Recommend	BUDGET 2007-08 Approved
	Personnel						
	*** Total Personnel**	**0**	**0**	**0**	**0**	**0**	**0**
	Operating Expenses						
521200	Operating Supplies	0	0	0	10,915	10,915	0
	*** Total Operating**	**0**	**0**	**0**	**10,915**	**10,915**	**0**
	**** Total Personnel & Operating**	**0**	**0**	**0**	**10,915**	**10,915**	**0**
	Capital						
540000	Small Tools & Minor Equipment	0	0	0	0	0	0
540010	Minor Software	0	0	0	0	0	0
	M-18 Detection Kit				2,000	2,000	0
	Photo Ionization Detector				6,000	6,000	0
	Shelter Hand Sprayer				1,500	1,500	0
	Shelter Litter Conveyor				3,500	3,500	0
	Automated External Deliberator				2,000	2,000	0
	**** Total Capital**	**0**	**0**	**0**	**15,000**	**15,000**	**0**
	***** Total Budget Appropriation**	**0**	**0**	**0**	**25,915**	**25,915**	**0**

Adam Dubose

From: "George Brothers" <gbrothers@lex-co.com>
To: "'Adam Dubose'" <adubose@lex-co.com>
Sent: Friday, September 14, 2007 3:34 PM
Attach: preapp instructions.doc; Lexington Equipment List Email.xls
Subject: FW: COBRA Equipment Maintenance and Sustainment

From: Powers, Katie [mailto:kpowers@sled.sc.gov]
Sent: Tuesday, September 04, 2007 5:07 PM
To: gbrothers@lex-co.com
Cc: Connell, Robert
Subject: COBRA Equipment Maintenance and Sustainment

Due to unexpected delays, the original state contract designed to assist COBRA teams in maintenance, sustainment, and replacement of equipment will be awarded via county grants. Please find attached the spreadsheet that was used to estimate your grant award. This spreadsheet was used internally to develop budgets for the grant award and should be used as a guide to developing your pre-application. Changes/adjustments to the spreadsheet reflected in the pre-application are allowable and will be reviewed once the pre-application is submitted.

Each county that hosts a COBRA team was sent a spreadsheet based on the COBRA Standard Operating Procedure (SOP) requesting numbers and cost figures for equipment currently out of compliance; equipment out of compliance by Calendar Year 2007; and equipment out of compliance by Calendar Year 2008. Input was received from each county. Both SAA (SLED) and EMD personnel reviewed the spreadsheets for accuracy, allowability, consistency in dollar values, and completeness. After several weeks of collaboration between the two agencies, funding allocations were determined for each county. The allocations were derived primarily from the information provided by the COBRA counties with input related to the dual agency review mentioned above.

The grant funds you are applying for is only to be used to procure and/or maintain the items, and the number of those items suggested, included in the current COBRA SOP equipment list. Due to budget constraints, only those items required (not optional) were used to estimate the grant recommendation; however, after all required equipment items have been purchased/calibrated/replaced and funds are remaining in the grant, these funds may be utilized to purchase optional equipment on the COBRA SOP equipment list.

Utilizing the funding allocations determined, grants are being awarded to the counties hosting COBRA teams and in turn, they will be required to submit detailed grant pre-applications describing exactly what will be purchased (including cost per item) and why that purchase is necessary. These pre-applications will be reviewed by the SAA (SLED) prior to funds being released for reimbursement of purchases

Also attached are instructions for completing the pre-application. To complete this pre-application you need to log into our Electronic Grants Management System at www.southcarolinadhs.com. Your user name is ***gbrothers*** and your password is ***Baseball#1***. The hint to your security prompt is ***Red#1***. After you log in the first time you are able to change this information. If you have any problems logging onto the system, please feel free to contact me with any questions or concerns. Thank you.

Katie Powers
Homeland Security
South Carolina Law Enforcement Division
Post Office Box 21398
Columbia, SC 29221-1398

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Viton Gloves (pair)		12	12	R					$0	$0	$0
Butyl Rubber Gloves (pair)		12	12	R					$0	$0	$0
Silver Shield Gloves (pair)		12	12	R					$0	$0	$0
Outer Nitril Gloves (pair)		12	12	R					$0	$0	$0
Inner Nitril Gloves (pair)		500	500	R					$0	$0	$0
Booties or overshoes		500	500	R					$0	$0	$0
Chemical resistant boots (pair)		30	30	R					$0	$0	$0
Full Face Air Negative Pressure Air Purifying Respirator	3M 6000 Series FF or 7800 FF	30	30	R					$0	$0	$0
Respirator Filters, P-100/chemical	**3M FR-64**	**60**	**60**	**R**			120	$48	$0	$0	$5,760
Respirator Filters, P-100 (pair)	**3M 2091**	**60**	**60**	**R**					$0	$0	$0

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Hazmat Gear Bag		30	30	O					$0	$0	$0
Safety Helmet		30	30	R					$0	$0	$0
Safety Glasses		30	30	R					$0	$0	$0
Testing equipment for fully encapsulated suits		1	0	R					$0	$0	$0
Accountability System		1	1	R					$0	$0	$0
Chemical Detection Equipment									$0	$0	$0
M8 Detection Paper (50 Booklets/Box)		**2**	**2**	**R**					$0	$0	$0
M9 Detection Paper (roll)		**4**	**4**	**R**					$0	$0	$0
M-256 A-1 Detection Kit (12/kit)		**2**	**2**	**R**					$0	$0	$0
M-18 Detection Kit		**1**	**1**	**R**	2			$900	$1,800	$0	$0
Photo-Ionization Detector (PID) w/ 10.6 eV bulb	**RAE Systems MultiRAE Plus or equivalent**	**1**	**1**	**R**	1			$3,000	$3,000	$0	$0

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Biological Detection Equipment									**$0**	**$0**	**$0**
None Approved									**$0**	**$0**	**$0**
Decontamination Equipment									**$0**	**$0**	**$0**
Shelters, Multi use, Rapid Deployable	TVI 3 Line SD3-UZA08-GZ or equivalent	1	1	R					**$0**	**$0**	**$0**
Shelter Maintenance Kit	TVI SMK-1	2	0	R					**$0**	**$0**	**$0**
Shelter Floor Riser, Poly, Rigid (1.75" x 24" x 48"	TVI FR-24-48	8	18	R					**$0**	**$0**	**$0**
Shelter Hand Sprayer	TVI HS-X-P	4	4	R	2			$516	**$1,032**	**$0**	**$0**
Shelter Transfer Board	TVI LCA-B	2	2	R					**$0**	**$0**	**$0**
Shelter Water Hose, Decon, Nylon F-F Camloks, 20ft, Blue	TVI (HW-D20C-.05-CFCF	1	1	R	1			$216	**$216**	**$0**	**$0**

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Shelter Water Hose, Decon, Nylon F-F Camloks, 20ft, Red	TVI (HW-D20C-.05-CFCF	1	1	R	1			$216	$216	$0	$0
Shelter Litter Conveyor, 18"W x 10'L	TVI LC-1810-X	2	2	R	1			$2,980	$2,980	$0	$0
Shelter Light Fixture, Fluorescent, 110V, Single Bulb, Water Resistant	TVI WP-18-S	2	2	R					$0	$0	$0
Shelter Flash Water Heater, 200,000 but, model SF-12	TVI WH-200-1-1	1	1	O					$0	$0	$0
Hydrant Connection		2	2	R					$0	$0	$0
M-291 Decontaminati on Kit		15	15	R	15			$65	$975	$0	$0
Coverall (patient)		150	150	R					$0	$0	$0

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Booties/Shoes (Pair)		150	150	R					$0	$0	$0
Towel		150	150	R					$0	$0	$0
Personal effects bag		150	150	R					$0	$0	$0
Garment bag		150	150	R					$0	$0	$0
Decontaminati on Supplies including:									$0	$0	$0
Soap (Gallons)		5	5	R					$0	$0	$0
Soap, bar		150	150	R					$0	$0	$0
Bleach (Gallons)		10	10	R					$0	$0	$0
Brush, long handle		8	8	R					$0	$0	$0
Brush, nail		150	150	R					$0	$0	$0
Buckets, 5 Gallon		5	5	R					$0	$0	$0
Decon Pool		2	2	R					$0	$0	$0
Hand Pump		1	1	R					$0	$0	$0
Medical Equipment									$0	$0	$0
MARK 1 NAAK Kits		**150**	**75**	**R**					$0	$0	$0
CANA Kits		**50**	**30**	**R**					$0	$0	$0
Backboards		12	12	R					$0	$0	$0
Start Triage System Kit		1	1	R					$0	$0	$0
Casualty ID Tags		250	250	R	250			$1	$250	$0	$0

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Oxygen Cylinder, Super D		10	10	R					**$0**	**$0**	**$0**
Oxygen Mask w/Tubing Adult, non-rebeather		100	100	R					**$0**	**$0**	**$0**
Oxygen Tank Regulator		10	10	R					**$0**	**$0**	**$0**
Oxygen Tank Wrench		25	25	R					**$0**	**$0**	**$0**
Oxygen Manifold, high pressure, 20 hose w/ discs		1	1	R	2			$45	**$90**	**$0**	**$0**
Biohazard Bag – Large		250	250	R	100			$5	**$500**	**$0**	**$0**
Cyanide kits		**2**	**2**	**R**					**$0**	**$0**	**$0**
EMS Soft Bags		1	1	R					**$0**	**$0**	**$0**
Splint Kit (disposable extremity splints)		1	1	R					**$0**	**$0**	**$0**
AED's or biphasic defibrillator		1	0	R	1			$45	**$45**	**$0**	**$0**
Blankets/Sheets		12	0	R	12			$5	**$60**	**$0**	**$0**

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Israeli Bandage 6"		50	50	R	100			$25	$2,500	$0	$0
Special Ops Laryngoscope Set		2	2	R	4			$100	$400	$0	$0
Raven Crawer & Litter		2	2	O					$0	$0	$0
Cuffed Endotracheal Tubes (1 box each of size 6, 7, 8, 9		4	4	R					$0	$0	$0
Laryngeal mas airway (1 case each of size 4.0 and 5.0)		2	2	R					$0	$0	$0
Miscellaneous Equipment									$0	$0	$0
Boundary Marking Tape (roll), "Crime Scene"		10	10	R	20			$10	$200	$0	$0
PPE Selection Guides	Quick Selection Guide to Chemical Protective Clothing	1	1	R	0				$0	$0	$0

Basic COBRA Response Team					Lexington COBRA B-Team:						
		TEAM 1	TEAM 2								
Equipment Description	Manufacturer/Model:	Quantity Each for 1 Deployable Team:	Quantity Each for jurisdictional response:	R/O	Items currently out of tolerance:	Items out of tolerance by end of 2007:	Items out of tolerance by end of 2008:	Estamated Price per Item:	Cost for items currently out of tolerance:	Cost for items out of tolerance by end of 2007:	Cost for items out of tolerance by end of 2008:
Satellite Radio/Telephone w/ 2 batteries, DC-AC inverter, exterior antenna w/ cable, non-penetrating skid mount		1	0	R					**$0**	**$0**	**$0**
Other									**$5,891**		
									$20,155	**$0**	**$5,760**
								Total:	**$25,915**		

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Adam DuBose, Manager of Grants Administration

subject: DHEC EMS Grant-In-Aid Application - Fund 2520

date: September 17, 2007

Attached is an application request for the DHEC EMS Grant-In-Aid. The application is due on October 1, 2007.

Since the application is due six days after the Council meeting on September 25, 2007, I am requesting that the application be sent to full Council for consideration due to the time restraints.

COUNTY OF LEXINGTON
Grant Request Summary Form

Title of Grant: **DHEC EMS Grant -In-Aid**

Fund: 2520 (*No.*) DHEC EMS Grant-In-Aid (*Title*) **Department:** 131400 (*No.*) PS / Emergency Medical Services (*Title*)

Type of Summary: **Grant Application** X **Grant Award** _____

Grant Overview:
The DHEC EMS Grant-In-Aid Program is intended to provide financial assistance to counties to improve and upgrade the EMS System in order to reduce injuries and loss of life. All DHEC licensed ambulance services who provide emergency treatment and transport services are eligible for grant funds. Grant funds are awarded on a 94.5% state / 5.5% county matching fund basis. A large emphasis is placed on training to upgrade EMT's to Intermediate EMT and Paramedic. Upgrades to the EMS training facilities and equipment, as well as communications equipment and Advanced Life Support equipment are a part of this grant request.

Grant Period: July 1, 2007 to June 30, 2008

Responsible Departmental Grant Personnel: Chief T. Brian Hood

Date Grant Information Released: July 7, 2006 **Date Grant Application Due:** October 1, 2007

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

Personnel	$	-
Operating	$	12,000.00
Capital	$	35,300.00
Total	$	47,300.00

Local Match Required: **Yes** [X] **No** [ ]

If Yes, What is the Percentage / Amount:

%	$ Amount
94.5	$44,698.00
5.5	$2,602.00

Requirements at the End of this Grant (please explain in detail):
There are no requirements at the conclusion of this grant, as the grant request consists of training funds and capital purchases only. There are no personnel cost associated with this grant. There are no other clauses or stipulations associated with this grant.

	Initials	Date
Dept. Preparer:		
Dept. Approval:	BH	9/14/2007
Finance Approval:	AD	9/17/2007

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Last Updated: 12/13/06 By: AD

COUNTY OF LEXINGTON
DHEC - EMS GRANT-IN-AID
Annual Budget
Fiscal Year - 2007-08

Object Code	Revenue Account Title	Actual 2005-06	11 Months Received Thru May 2006-07	Amended Budget Thru May 2006-07	Projected Revenues Thru Jun 2006-07	Revised 2007-08	Approved 2007-08
	***DHEC - EMS Grant-In-Aid 2520:**						
	Revenues:						
458000	State Grant Income	42,122	42,122	0	42,122	0	0
459100	DHEC - EMS Grant-In-Aid	0	0	42,232	44,710	44,698	0
461000	Investment Interest	6	93	0	35	0	0
801000	Operating Transfer from General Fund	2,662	2,662	2,662	2,662	2,602	0
	****Total Revenue**	44,790	44,877	44,894	89,529	47,300	0
	*****Total Appropriation**				45,429	47,300	0
	FUND BALANCE Beginning of Year				8	44,108	0
	FUND BALANCE - Estimated End of Year				44,108	44,108	0

Fund: 2520
Division: Public Safety
Organization: 131400 - Emergency Medical Services

Object Code	Expenditure Classification	2005-06 Expenditure	2006-07 Expenditure (May)	2006-07 Amended (May)	2007-08 Budgeted	BUDGET 2007-08 Revised	2007-08 Approved
	Personnel						
	*** Total Personnel**	**0**	**0**	**0**	**0**	**0**	**0**
	Operating Expenses						
521213	Public Education Supplies	0	0	0	400	0	0
525210	Conference & Meeting Expense	34,650	13,500	13,500	42,000	12,000	0
529903	Contingency	0	0	204	0	0	0
	*** Total Operating**	**34,650**	**13,500**	**13,704**	**42,400**	**12,000**	**0**
	**** Total Personnel & Operating**	**34,650**	**13,500**	**13,704**	**42,400**	**12,000**	**0**
	Capital						
540010	Minor Software	0	0	0	3,000	225	0
	All Other Equipment	2,739	22,523	23,150			
	(3) 800 MHz Radios w/ Accessories					11,325	
	(1) Binding Machine					600	
	(1) Desktop Computer w/ Monitor					900	
	(1) Laptop Computer w/ Docking Station					3,000	
	(1) 17" Flat Screen Monitor					150	
	(1) LCD Projector					1,500	
	(1) Prox System for EMS Substation					2,000	
	(15) EZ IO Needle Devise Kits					9,000	
	(3) EZ IO Needle Packs					4,000	
	(10) Microsoft Office Standard					2,600	
	**** Total Capital**	**2,739**	**22,523**	**23,150**	**3,000**	**35,300**	**0**
	*****Total Budget Appropriation**	**37,389**	**36,023**	**36,854**	**45,400**	**47,300**	**0**

SECTION V.B – OPERATING LINE NARRATIVES

EMS Grant-In-Aid

525210 - CONFERENCES & MEETING EXPENSES $12,000

This funding will provide for the tuition costs associated with sending 8 EMT's to paramedic school during the current fiscal year.

8 students @ $1,500 each = $12,000

SECTION V.C.-CAPITAL LINE ITEM NARRATIVE

(3) 800 MHZ RADIOS, CHARGERS, AND SPEAKER MIC'S $11,325

Gold Cross Ambulance Service has requested these radios through their share of the DHEC EMS Grant-In-Aid funding. The service charges for these radios will be paid by Gold Cross Ambulance Service for as long as they are responding to emergency calls as a part of Lexington County EMS. Radios will be returned to Lexington County if we ever sever our relationship.

3@ $3,775.00 = $11,325.00

BINDING MACHINE $600

This device will be used to bind training manuals including our New Personnel Training (NPT) manual and our Standing Order book. Purchasing this machine will allow for our Division to print and bind these books in-house and realize a considerable cost savings.

DESKTOP COMPUTER WITH MONITOR $900

This funding will allow for the procurement of one desktop computer and monitor to be used by paramedic students to complete required training that is available on computer loaded programs such as FISDAP, and American Heart Association training.

LAPTOP COMPUTER WITH DOCKING STATION $3,000

This funding will allow for the procurement of one laptop computer and docking station to be used with the portable LCD projector both in the training classroom and when providing training and presentations out in the community. This computer will be used on all public demonstrations and displays where the LCD projector is being used.

17" Flat Panel Display Computer Monitor $150

This funding will allow for the procurement of one flat panel display computer monitor to be used within the Division to upgrade an existing 15" computer monitor of a computer used in the training room. The monitor will allow for a smaller "footprint" while increasing screen size and allowing for a larger portion of the desk to be utilized for textbooks and related items.

LCD PROJECTOR $1,500

The LCD projector for the EMS Division is in very poor repair. It has been sent to the IS Department on several occasions for repair and IS has determined that the unit is beyond repair and could quit altogether at any time. Funds are requested to replace the LCD Projector.

PROX SYSTEM FOR EMS SUBSTATION $2,000

This funding will allow for the procurement of one proximity card reader system to be installed in the EMS substation that houses our Pelion EMS unit. This station currently uses proximity readers on two doors and a reader needs to be added for the door that EMS employees will use to access the building.

(15) EZ IO NEEDLE DEVICE KITS $9,000

This funding will allow for the procurement of 15 EZ IO needle device kits that are used to initiate intraosseous infusion lines on patients where standard intravenous lines cannot be established. This technology is becoming the standard in cardiac arrest and major trauma patients. This funding will allow for this technology to be placed on all or our EMS units.

15@ $600.00 = $9,000.00

(7) EZ IO NEEDLE PACKS $4,000

This funding will provide for a quantity of needles that will be used in the intraosseous infusion lines to be maintained on each EMS unit and to maintain adequate quantities in supply for replentishments.

7@ $570.00 = $4,000.00

ADOBE PROFESSIONAL LICENSE $225

This funding will allow for the procurement of one license for Adobe Acrobat Professional. This software will allow users within our Division to create Adobe PDF Files and to make existing forms fillable on the computer. This software will allow the administrative group of the EMS Division to migrate many files, forms, and reports to the .PDF format.

(10) MICROSOFT OFFICE STANDARD $2,600

This funding will allow for the procurement of ten Microsoft Office licenses to allow the software to be installed on each computer in our EMS substations. Currently many supervisory tasks can only be performed on computers at our EMS Operations Center as office productivity software is not installed in the substation. This will allow for our EMS crews to perform administrative tasks while at the substation increasing their productivity while on duty.

10@ $260.00 = $2,600.00

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice
MEMORANDUM

to: County Council

from: Adam DuBose, Manager of Grants Administration

subject: Volunteer Fire Assistance Grant Application - Fund 2478

date: September 14, 2007

Attached is an application request for the Volunteer Fire Assistance Grant. The application is due on October 1, 2007.

Since the application is due six days after the Council meeting on September 25, 2007, I am requesting that the application be sent to full Council for consideration due to the time restraints.

COUNTY OF LEXINGTON
Grant Request Summary Form

Title of Grant: Volunteer Fire Assistance Grant

Fund: 2478 (*No.*) Operations & Firefighter Safety Equip (*Title*) **Department:** 131500 (*No.*) PS/Fire Service (*Title*)

Type of Summary: **Grant Application** X **Grant Award** _____

Grant Overview:

The South Carolina Forestry Commission is accepting applications for Volunteer Fire Assistance Grants to assist in purchasing equipment and supplies used for wildland fire fighting. The grant is a 50/50 match with a maximum match of $5,000. The application is due on October 1, 2007.

Grant Period: October 1, 2006 to December 31, 2007

Responsible Departmental Grant Personnel: Chief Russell Rawl

Date Grant Information Released: August 15, 2007 **Date Grant Application Due:** October 1, 2007

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

Personnel	$	-
Operating	$	10,000.00
Capital	$	-
Total	$	10,000.00

Local Match Required: **Yes** [X] **No** [ ]

If Yes, What is the Percentage / Amount:

%	$ Amount
50	$5,000.00
50	$5,000.00

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

None

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Last Updated: 12/13/06 By: AD

	Initials	Date
Dept. Preparer:	RR	9/13/2007
Dept. Approval:	RR	9/13/2007
Finance Approval:	AD	9/14/2007

County of Lexington
Department of Public Safety

FIRE SERVICE DIVISION

MEMORANDUM

August 13, 2007

TO: Adam Dubose
Grants Coordinator

FROM: Russell R. Rawl
Fire Service Coordinator

RE: SAFER Grant Request

The South Carolina Forestry Commission is accepting applications for Volunteer Fire Assistance Grants to assist in purchasing equipment and supplies used for wildland fire fighting. The grant is a 50/50 match with a maximum match of $5,000. The application period ends October 1, 2007.

If approved, a grant request would be submitted to assist in purchasing Class A Foam as shown below:

155 gallons of foam @ $64.52 / gallon =	$10,000
Grant	$5,000
Grant Match	$5,000

The grant match is available from account # ~~1000~~ 2478-131500-521204, Foam.

I appreciate your assistance and if you need any additional information, please let me know.

212 South Lake Drive Suite 502 • Lexington, South Carolina • 29072
Phone (803) 785-8287 Fax (803) 785-8589
E-Mail: lcfs@lex-co.com

COUNTY OF LEXINGTON
OPERATIONS & FIREFIGHTER SAFETY EQUIPMENT
Annual Budget
Fiscal Year - 2007-08

Object Code	Revenue Account Title	Actual 2005-06	11 Months Received Thru May 2006-07	Amended Budget Thru May 2006-07	Projected Revenues Thru Jun 2006-07	Requested 2007-08	Approved 2007-08
	***Operations & Firefighters Safety Equipment 2478:**						
	Revenues:						
457000	Federal Grant Income	0	0	0	0	5,000	0
801000	Op Trn from General Fund/FS	0	0	0	0	5,000	0
	**** Total Revenue**	0	0	0	0	10,000	0
	*****Total Appropriation**					10,000	0
	FUND BALANCE Beginning of Year				0	0	0
	FUND BALANCE - Projected End of Year				0	0	0

Grant Matches:
Federal - 50% / Cty - 50%

Fund: 2478
Division: Public Safety
Organization: 131500 Fire Service

Object Code	Expenditure Classification	2005-06 Expenditure	2006-07 Expenditure (May)	2006-07 Amended (May)	2007-08 Requested	*BUDGET* 2007-08 Recommend	2007-08 Approved
	Personnel						
	*** Total Personnel**	**0**	**0**	**0**	**0**	**0**	**0**
	Operating Expenses						
521204	Foam	0	0	0	10,000	10,000	
	*** Total Operating**	**0**	**0**	**0**	**10,000**	**10,000**	**0**
	**** Total Personnel & Operating**	**0**	**0**	**0**	**10,000**	**10,000**	**0**
	Capital						
	**** Total Capital**	**0**	**0**	**0**	**0**	**0**	**0**
	***** Total Budget Appropriation**	**0**	**0**	**0**	**10,000**	**10,000**	**0**

SOUTH CAROLINA FORESTRY COMMISSION
VOLUNTEER FIRE ASSISTANCE GRANTS
TITLE II - STRUCTURE AND WILDLAND FIREFIGHTING
NATIONAL FIRE PLAN – WILDLAND FIREFIGHTING ONLY
~ APPLICATION ~

9/12/2007
Date Submitted

57-6000379
Federal ID #

Lexington County Fire Service
Fire Department Name

Lexington
County

212 South Lake Drive
Mailing Address

Lexington
City

SC
State

29072
Zip

Chief Russell Rawl
Contact Person

Chief
Title

785-8141
Telephone #

785-8589
Fax #

rrawl@lex-co.com
Email

Amount Requested: 50/50 Matching Funds

Federal $ 5,000.00 **(50% of total)**
Applicant $ 5,000.00 **(50% of total)**
Total $ 10,000.00 All Class A Foam

Please enclose a list of items you plan on purchasing with the grant funds and in a paragraph or two how and where you plan to use the equipment.

Important: For county fire departments, the person in charge of county government should sign. For rural fire departments not connected with a county or city, the chairman of the board of directors should sign. For incorporated town fire departments, the mayor should sign.

Russell Rawl
Typed or printed name of authorized representative

Chief
Title

Signature of authorized representative

9/12/2007
Date signed

785-8141
Telephone #

NOTE: Enclose copy of charter and map of service area if you have not previously applied.

Mail to: Michael J. Bozzo, VFA Coordinator
SC Forestry Commission
P.O. Box 21707
Columbia SC 29221-1707
PH: 803-896-8810 FAX: 803-798-8097
Email: mbozzo@forestry.state.sc.us

DEADLINE: October 1, 2007

For Office Use Only:	Amount Allocated	Payment Amount
NFP	$	$
Title II	$	$

SOUTH CAROLINA FORESTRY COMMISSION
VOLUNTEER FIRE ASSISTANCE GRANTS
TITLE II - STRUCTURE AND WILDLAND FIREFIGHTING
NATIONAL FIRE PLAN – WILDLAND FIREFIGHTING ONLY
~ FIRE DEPARTMENT INFORMATION ~

Lexington County Fire Service — Lexington
Department/Station Name: — **County**

Department/Station ISO Rating: 7

Year Department/Station Organized: 1974

Population Protected: 220,000

Total Protection Area (Square Miles): 800

Number of Grass, Woods, and Brush Fire in 2006 593

Wildland Urban Interface (WUI) Communities*REQUIRED (list by name) Protected:

County Wide

Federal Land Protected: National Forest Acres n/a **National Park Acres** n/a

Federal Wildlife Refuge Acres n/a **Dept of Defense Acres** n/a

Previous Year(s) in Which Funds Received Under the Volunteer Fire Assistance Program:
____ 2006 ____ 2005 XXX 2004 ____ Before 2004 ____ Never

Average Annual Budget: $ 9,121,722

Source of Annual Operating Funds: Tax $ 9,121,722 **Fund Raising/Donations $**_____

Number Volunteer Firemen: 280 **Number Paid Firemen:** 126

Memorandum of Understanding with SC Forestry Commission: Yes xxx No ____

Requested/Received Wildland Fire Training through SC Forestry Commission: Yes xxx No ____

Department/Station Responds To All Fires within Established Protection Area: Yes xxx No ____

William J Gardner — [signature]
Person Completing This Form (Print Name) — **Signature of Person Completing this Form**

785-8141 — 785-8589
Daytime Telephone of This Person (include area code) — **Fax Number if available**

bgardner@lex-co.com
Email address (if available)

**Wildland Urban Interface is defined as the area where structures (residences and businesses) and other human development meet or intermingle with undeveloped wildland. Generally, rural fire departments protect one to five or more such communities.*

Rev. 03/07

NIMS (National Incident Management System) Agreement

The Lexington County FIRE DEPARTMENT is in compliance with NIMS in regards to required training and currency.

FIRE DEPARTMENT NAME: Lexington County

Mailing Address: 212 South Lake Drive | Lexington | SC | 29072

Street and/or P.O. Box | City | State | Zip

By: Chief R. Rawl
Chairman of Board or Chief (Printed Name)

By: Russell R. Rawl
Chairman of Board or Chief (Signature)

Date: 9/12/2007

SCFC
VFA-NIMS

Fire Department Federal Grants Administered by the SC Forestry Commission

VOLUNTEER FIRE ASSISTANCE GRANTS

Michael J. Bozzo, Coordinator, 803-896-8810

August 2007

The South Carolina Forestry Commission is now accepting applications for the **Volunteer Fire Assistance (VFA) Grants.** These funds must be used only for the benefit of the rural community.

The **intent** of the VFA NFP grant **is to help the Rural Volunteer Fire Departments meet the Wildland Urban Interface (WUI) problem in South Carolina.** Through financial assistance in purchasing wildland firefighting equipment and making necessary training available, rural volunteer firemen can more effectively and safely fight wildland fires that threaten the rural developments and communities of SC.

Developing a working partnership between the SCFC and the fire departments is critical in meeting the needs of those communities in the Wildland Urban Interface. Workshops and Community Wildfire Protection Plans (CWPPs) are essential in getting the word to those WUI communities to make them more aware of the wildfire situation and what they can do to limit or reduce the risk to wildfires in the WUI. With the implementation of Firewise principles, firefighters will have a better chance of saving more homes in the WUI with the limited resources available. The SCFC's regional WUI coordinators are listed at the end of this letter for your future reference. Please feel free to contact them to learn more how you can be involved in addressing the wildfire situation in the WUI.

VFA Grant application forms and related information is also available on the S.C. Forestry Commission website at http://www.state.sc.us/forest/fgrants.htm.

See attached sheets.

Mail Applications To:

South Carolina Forestry Commission
Michael J. Bozzo, VFA Grant Coordinator
P.O. Box 21707
Columbia, S. C. 29221-1707
Office 803-896-8810 Fax 803-798-8097
Email: mbozzo@forestry.state.sc.us

DEADLINE: October 1, 2007
FAXES will NOT BE ACCEPTED

VOLUNTEER FIRE ASSISTANCE (VFA) GRANTS
South Carolina Forestry Commission

REQUIREMENTS FOR APPLYING & QUALIFYING FOR GRANTS

- **Volunteer Fire Assistance Grants are accepted from fire departments serving a rural community with a population of 10,000 or less. Those serving a population greater than 10,000 may qualify if service area includes a rural area and department's response to wildland fires is significant.**

- **You may apply for any amount that your fire department can match; however, no single item will be reimbursed for more than $5,000. Items purchased and records of purchases are subject to being reviewed by federal and state authorities. Examples of equipment and supplies that may be purchased under the VFA grants are listed as an attachment to this letter.**

- **Purchases will be allowed from October 1, 2006 through December 31, 2007.**

- **Type: 50/50 reimbursable matching program. If a Fire Department receives a $1,200 grant they must have receipts totaling $2,400. No single item can be more than $10,000. Fire Departments can meet their 50% share of the matching funds for the VFA grants by providing some of the equipment needed for wildland fire use. For example, a fire department that purchases (not federal excess) an all-wheel-drive truck (brush truck) with a fair market value of $10,000 can use that as matching funds for the purchase of a slip-on skid unit valued at $10,000.**

- **Time (at a rate of $11.00 per hour) and expenses the fire department incurs for refurbishing a federal excess truck (i.e. creating a brush truck) can be used as matching funds. (See Roscommon website http://www.roscommonequipmentcenter.com/ for additional information on wildland firefighting equipment.)**

- **Time spent attending Wildland Fire Training, which must be documented, can be credited at the rate of $11.00 per hour toward the fire department's matching funds.**

- **An MOU (Memorandum of Understanding) must be completed and signed before a Fire Department can receive funds. The MOU will need to be renewed every 3 years and is required if the fire department participates in the Federal Excess Property Program. A revised Memorandum of Understanding (MOU) is attached for those stations without a current MOU on file (current = within 3 years). These must be completed and signed by ALL Fire Departments regardless of whether or not applying for grants.**

- **The Fire Department must be in compliance with NIMS in regards to required training and currency to apply for VFA grants. Please complete and sign the attached form noting your compliance.**

- **You must return, preferably on letterhead, a listing of items you propose to purchase should your grant request be funded and a short paragraph on how and where you plan on using the items purchased. Deadline for receiving applications is October 1, 2007. A checklist of what is required is attached; without complete documentation your request will not be considered. It is highly recommended you keep a copy of your application and especially what you request as it must match with your purchases if you are funded.**

- **Do not send copies of invoices with this application. You will be notified if your application is funded by December 15, 2007. At that time you will be notified of where to send receipts along with other documentation.**

ADDITIONAL CONSIDERATIONS FOR GRANT AWARDS

- **Fire Departments assisting the SCFC with conducting community assessments, developing Community Wildfire Protection Plans (CWPP), and assisting with Firewise workshops (i.e., Living on the Edge and How To Have a Firewise Home) will be given extra consideration.**

- **Those fire departments involved in the Federal Excess Property Program (FEPP) must have their inventory up-to date and all equipment in operational order. Any FEPP equipment issued that is not in service must be returned to the SCFC headquarters in Columbia as noted in equipment lease agreement. An accurate inventory with all in working order will be a determining factor in whether or not VFA funds will be approved for allocating.**

Forms and information are also available on the Forestry Commission website at http://www.state.sc.us/forest/fgrants.htm.

DEADLINE: October 1, 2007
FAXES will NOT BE ACCEPTED

The South Carolina Forestry Commission and the USDA Forest Service are equal opportunity employers and providers.

Enclosures:
Checklist of Required Paperwork for VFA Grant Application
Memorandum of Understanding (MOU)
VFA Form 1: Grant Application
VFA Form 2: FD Information
Items Eligible for VFA Grants
Vendors for Wildland Firefighting Equipment and Supplies
Type 6 Engine (Brush Truck) Suggested Requirements

Firewise/WUI Contacts

Statewide WUI Coordinator: Michael Bozzo 803-896-8810 mbozzo@forestry.state.sc.us

Coastal Regional WUI Coordinator: Calvin Bailey 843-538-3708 cbailey@forestry.state.sc.us
Serving Aiken, Allendale, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Colleton, Dorchester, Hampton, Jasper and Orangeburg counties.

Pee Dee Regional WUI Coordinator: Debbie Price 843-662-5571 dprice@forestry.state.sc.us
Serving Chesterfield, Clarendon, Darlington, Dillon, Florence, Georgetown, Horry, Kershaw, Lancaster, Lee, Marion, Marlboro, Sumter and Williamsburg counties.

Piedmont Regional WUI Coordinator: Brad Farmer 803-276-0205 bfarmer@forestry.state.sc.us
Serving Abbeville, Anderson, Cherokee, Chester, Edgefield, Fairfield, Greenville, Greenwood, Laurens, Lexington, McCormick, Newberry, Oconee, Pickens, Richland, Saluda, Spartanburg, Union, and York counties.

MEMORANDUM

DATE: 9/13/2007

TO: KATHERINE HUBBARD, COUNTY ADMINISTRATOR

CC: BRIAN HOOD, EMS COORDINATOR

FROM: JIM SCHAFER, IT MANAGER

RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF LEXINGTON, SC, AND LEXINGTON MEDICAL CENTER RELATING TO THE EMS FIELD REPORTING AND MANAGEMENT INFORMATION SYSTEM

The EMS department now is preparing and transmitting run reports using a computer system developed and supported in-house by IS staff. EMS is required to leave completed run reports at the medical facility that patients are delivered to. To accomplish this, EMS placed printers at Lexington Medical Center (LMC) to make it possible for EMS staff to print out the run reports on-premise.

However, experience has shown that sometimes subsequent emergency calls and other problems have made it impossible for EMS staff to take the time to print the reports while at the facility. As a result, EMS Coordinator Brian Hood requested that IS create the capability for designated LMC personnel to electronically access and print the run reports from the EMS system when needed.

IS staff has completed modifications to the EMS system so the designated LMC staff could access and capture run reports only for patients within the EMS database that were transported to LMC facilities. For the new feature to work, it was necessary to establish secure network communications between the county's and LMC's network. This intermingling of rights and relationships called for creating an agreement between the parties that was more formal than a gentleman's agreement. Often a Memorandum of Understanding (MOU)[1] is used to formalize operating relationships and document that appropriate people in the affected organizations approve of the relationships.

IS staff developed an MOU to reflect the technical relationships and expectations associated with this cooperative arrangement. It has been accepted and signed by the appropriate LMC official. Council's approval of the MOU and authorization for it to be signed is requested.

---

[1] A **Memorandum of Understanding** (MoU) is a legal document describing a bilateral or multilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action and may not imply a legal commitment. It is a more formal alternative to a gentlemen's agreement, but in some cases, depending on the exact wording, lacks the binding power of a contract. Many companies and government agencies use MoUs to define a relationship between departments, agencies or closely held companies. …(I)t it creates a platform for a clear understanding of each party's commitments/purpose and sets out expectations…. From Wikipedia, http://en.wikipedia.org/wiki/Memorandum_of_understanding

MEMORANDUM OF UNDERSTANDING
Between the County of Lexington, SC and Lexington Medical Center

This Memorandum of Understanding (MOU) is for IT services related to the Lexington County Emergency Medical Services (EMS) Field Reporting and Management Information System (FRMIS) between the County of Lexington and Lexington Medical Center.

Lexington County will

1. Host and maintain the EMS FRMIS Application, and Data Base servers.
2. Provide connectivity to/from Lexington County's network via VPN.
3. Designate a FRMIS Super User to assist with and/or provide liaison for any system functionality issues. Initially the FRMIS Super User is _____, with the County of Lexington EMS.
4. Designate a FRMIS System Specialist for any system performance or application related issues. Initially the FRMIS System Specialist is Marlon Buff, Systems Analyst II with the County of Lexington Information Services.
5. Designate a Technical Services specialist with whom to coordinate on connectivity matters. Initially, the Technical Services Specialist is Larry Oates, Systems Analyst II with the County of Lexington Information Services.

Lexington Medical Center (LMC) will

1. Establish security systems compatible with Lexington County's systems at LMC's expense.
2. Designate a contact person to assist and manage FRMIS system functions at LMC.
3. Designate an IT Network Technician who will work with the County of Lexington on the FRMIS system, including;
   a. Implementation of the FRMIS system and any associate hardware and/or other systems.
   b. Assisting with the modification, if any, and maintenance of the LMC network and connectivity to Lexington County's network.

Other

1. Each party will be responsible for only their own costs associated with the obligations stated above.
2. LMC will be solely responsible for the cost of the broadband connection to the County.

I, the undersigned, have the authority to make binding decisions on behalf of my respective agency/department regarding projects in collaboration with the Lexington County FRMIS System.

I also have the authority to allocate agency/department resources towards the above-described project.

I have read the above Agreement and understand all the implications thereof. Any future changes to this MOU will be made through a formal written request by one of the parties.

By signing, I acknowledge that the project described herein has received any required legal reviews and is in compliance with current State of South Carolina statutes and administrative rules.

MEMORANDUM OF UNDERSTANDING
Between the County of Lexington, SC and Lexington Medical Center

_____ _____

Sheila Fulmer
Procurement Manager
County of Lexington

Date: _____

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

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

MEMORANDUM

DATE: September 14, 2007

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Commercial Stormwater Fees for Low Impact Developments

County Council requested staff to review the Commercial Stormwater Fee schedule and recommend a change for projects that have relatively low impact on property.

It is our recommendation that a commercial project will be considered "green" or "low impact" if it utilizes over 50% of the property yet disturbs 30% or less. Once a commercial project has met the criteria to be "green" the following fees would apply:

(1) The base review fee of $575 would remain the same; however, the fee per acre would be reduced to $58 from $115.

(2) The inspection fee base would remain at $1,150, but the per acre fee would be reduced to $57 from $115.

Staff and the project's engineer would determine if the "green" concept is met. We also recommend that, at a future date, if less than 30% disturbed area is increased to more than 30%, that the project would not be considered "green" and the full commercial rate would apply. Additionally, the fees "saved" on the initial submittal would be made retroactive to the full original fee schedule.

When Palmetto Motorsports project was initially discussed, it was estimated that 86 acres of the nearly 200 acres would be disturbed, which would have resulted in a total fee of $21,505. Even though Mr. Lonnie Keisler felt $10,000 was an adequate fee, he reduced the disturbed acreage from 86 to 57. Therefore, the new fee would be $8,280 under the "green" concept.

Please present this to the Public Works Committee for their consideration.

Attachments

/lh

Lexington County Fees

Proposed Construction Plan Review and Inspection Fees		
Subdivision Plan Review Flat Fee = $575.00 Plus $12.00 per Lot		
	Items Covered	Fees
	Predevelopment Review Meeting	Covered by Submittal Fees
	First Review & First Resubmittal	Covered by Submittal Fees
	As-Builts: First Review & First Resubmittal	Covered by Submittal Fees
	Sediment and Erosion Permit	$575.00
	Additional Plan Revisions	$575.00
Subdivision Construction Inspections Fees = $1150.00 plus $12.00 per Lot		
	Pre-Construction Meeting	Covered by Submittal Fees
	Clearing & Grubbing	Covered by Submittal Fees
	Rough Grading	Covered by Submittal Fees
	Drainage	Covered by Submittal Fees
	Base	Covered by Submittal Fees
	Binder and/or Surfacing Asphalt	Covered by Submittal Fees
	Final Inspection	Covered by Submittal Fees
	Final Inspection Signoff	Covered by Submittal Fees
	All reinspections (After the second inspection)	$230.00
Commercial Project Review Fees = $575.00 plus $115.00 per Acre		
	Predevelopment Review Meeting	Covered by Submittal Fees
	First Review & First Resubmittal	Covered by Submittal Fees
	As-Builts: First Review & First Resubmittal	Covered by Submittal Fees
	Additional Plan Revisions	$288.00
	Land Disturbance Permit Level II	$288.00
Commercial Project Inspection Fees = $1150.00 plus $115.00 per Acre		
	Pre-Construction Meeting	Covered by Submittal Fees
	Final Inspection	Covered by Submittal Fees
	Final Inspection Signoff	Covered by Submittal Fees
	All reinspections (After the second inspection)	$230.00

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

MEMORANDUM

DATE: September 14, 2007

TO: Katherine Hubbard,
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Intergovernmental Agreements/NPDES Phase II

The attached memo from Synithia Williams, Environmental Coordinator explains the SCDHEC requirements of an Intergovernmental Agreement between the County and the seven municipalities involved with NPDES Phase II, along with a draft agreement. Even though SCDHEC has extended the submittal of the agreement to November 1, 2007, we feel we are ready to finalize the agreement. The county attorney has reviewed and provided initial approval of the draft agreement.

Once the proposed agreement is approved, individual agreements will be prepared for each of the municipalities and forwarded to the county attorney for final approval. Once properly executed, the agreements will be forwarded to the appropriate municipality for their signature.

Please present this to the Public Works Committee on September 25, 2007, and report out that evening for Council's consideration.

/ab

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

MEMORANDUM

DATE: September 10, 2007

TO: John Fechtel, Director of Public Works

FROM: Synithia Williams, Environmental Coordinator

RE: Intergovernmental Agreements

On August 1, 2007 the SC Department of Health and Environmental Control (DHEC) issued Lexington County along with the Cities of West Columbia, Cayce, Town of Irmo, Lexington, South Congaree, Pine Ridge and Springdale their certificate of coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Regulated Small Municipal Separate Storm Sewer Systems (MS4).

Implementation dates of permit requirements were listed in a permit schedule as part of the certificate of coverage. The permit schedule required that an executed intergovernmental agreement detailing how the County will implement the construction site runoff control and post construction runoff control measures for the municipalities be submitted to DHEC by September 1, 2007. The County submitted comments to DHEC stating that an executed agreement could not be submitted by the September 1 deadline. In response DHEC reset the deadline to November 1, 2007.

Enclosed with this memo is a copy of the draft intergovernmental agreement. The agreement was drafted based on information provided by DHEC. This draft agreement has been forwarded to the municipalities for review by their councils and legal staff. The county attorney has reviewed the draft and provided initial approval. The draft needs to be forwarded to County Council for review and approval.

____440 BALL PARK ROAD LEXINGTON, SOUTH CAROLINA 29072 803-785-8201____

Intergovernmental Agreement Between the Town/City of _____ for Implementation of the Construction Site Stormwater Runoff Control and the Post-Construction Stormwater Management in New Development and Redevelopment Minimum Control Measures 4.2.4 & 4.2.2 of the NPDES MS4 General Permit

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES SMS4 General Permit, hereby referred to as "General Permit" requires that a regulated SMS4 develop and implement and Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

DRAFT

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency through out Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The City/Town shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the City/Town limits

2. The City/Town will adopt the Lexington County Stormwater Management Ordinance and Land Development Manual

3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.

4. New construction plans will be submitted to the City/Town to be reviewed by the City/Town to ensure they meet requirements, such as zoning or landscape.

5. The City/Town will forward plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.

6. The County will notify the SC Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.

7. The County will forward an approval package which includes 4 sets of plans, the County's approval letter, DHEC's approval letter and a laminated Land Disturbance Permit card that includes the permit number to the City/Town to distribute to the Land Disturbance Permit applicant.

8. The County will inspect construction sites within the City/Town to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.

9. The County will respond to concerns with active construction sites within the City/Town.

DRAFT

10. There will be dual enforcement between the County and the City/Town concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.

11. Stormwater management structures located within the City/Town that are the maintenance responsibility of the County will be inspected and maintained by County personnel

12. The County will administer the program for the City/Town at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.

13. The City/Town acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the City/Town will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the City/Town for failing to meet the general permit requirements.

14. The participation of any party may be terminated at the discretion of either the City/Town or the County by providing written notice to all other parties including the SC Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.

15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein; shall be a consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Lexington County Administrator	Date
Chair, Lexington County Council	Date
City/Town Administrator	Date
Mayor	Date

DRAFT

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

MEMORANDUM

DATE: September 14, 2007

TO: Katherine Hubbard,
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Land Development Guidelines – Chapter 4

On August 28, 2007, County Council approved Chapters 1, 2, 3, and 5 of the Land Development Guidelines. However, due to wording issues in Chapter 4, Section 4.4.5 - Street Access was not approved. Additionally, Section 4.4.10 - Traffic Impact Study was moved to Section 4.4.12. It is important to note that the deleted phrasing within Chapter 4 is shown struck through.

Staff will also discuss Section 4.3.3 - Existing Non-Paved Dirt Roads. We are attempting to accomplish a substantial improvement requirement, *i.e.* right-of-way, stabilization, paving, etc. Any development along or accessing a county dirt road will need to obtain right-of-way and pave the road to an existing publicly maintained paved road. Exhibits A, B, and C depict uncontrolled subdivision of property along county dirt roads. Currently, the only requirement to subdivide is to obtain 50' right-of-way. We have spent tremendous sums of "C" funds paving or attempting to pave roads such as these. We also want to allow some consideration for family subdividing of property, possibly up to 5 lots. We are asking Council's guidance on this.

In addition, staff has been asked to reevaluate the Water Quality Buffers required in Chapter 3, Section 3.4.4. Staff will be prepared to present their assessment with Council in October and will handle any concerns that may arise until a final conclusion is reached.

Please present this to the Public Works Committee on September 25, 2007, and report out that evening for Council's consideration.

/ab

Exhibit A

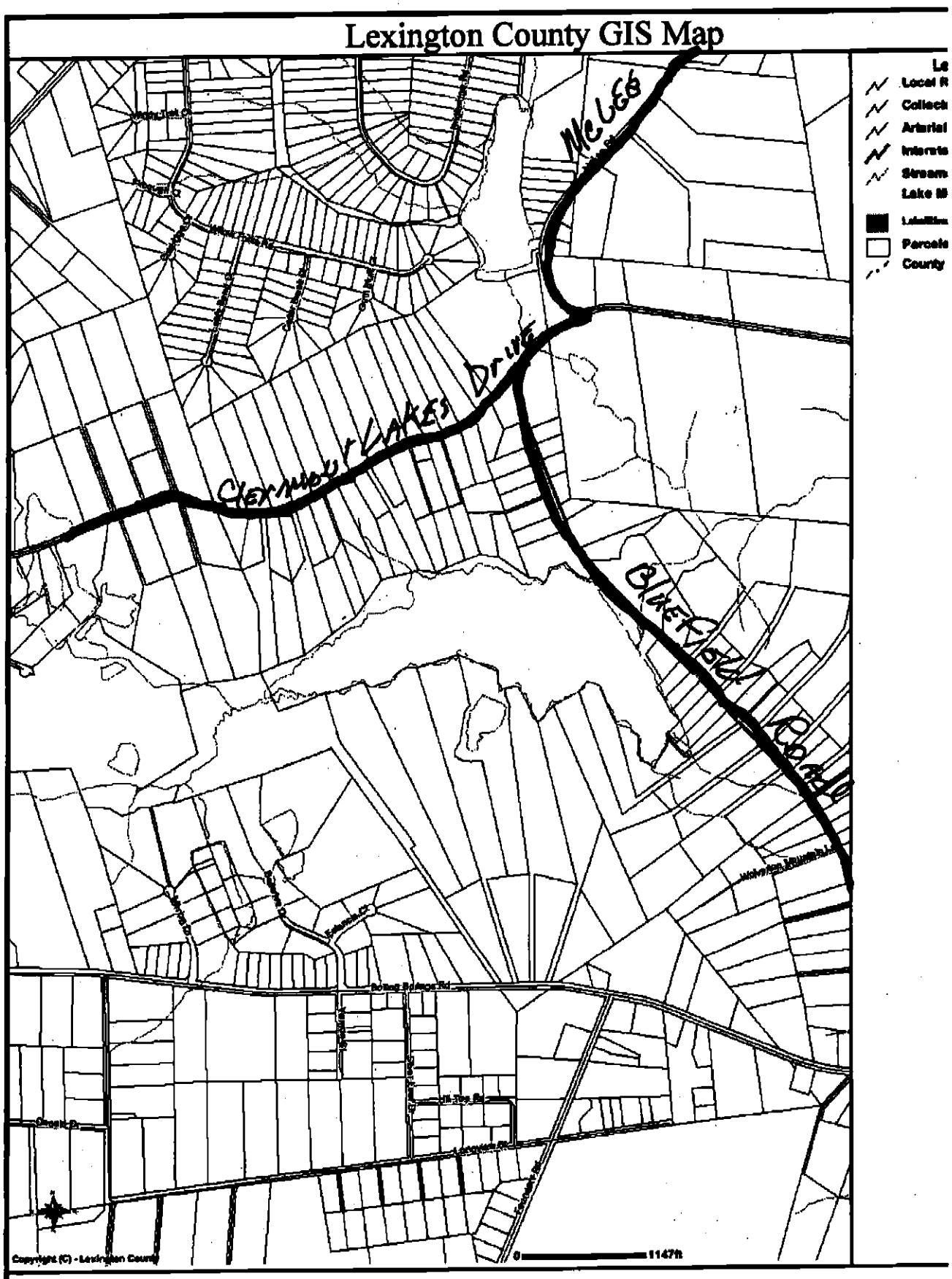

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Exhibit B

Lexington County GIS Map

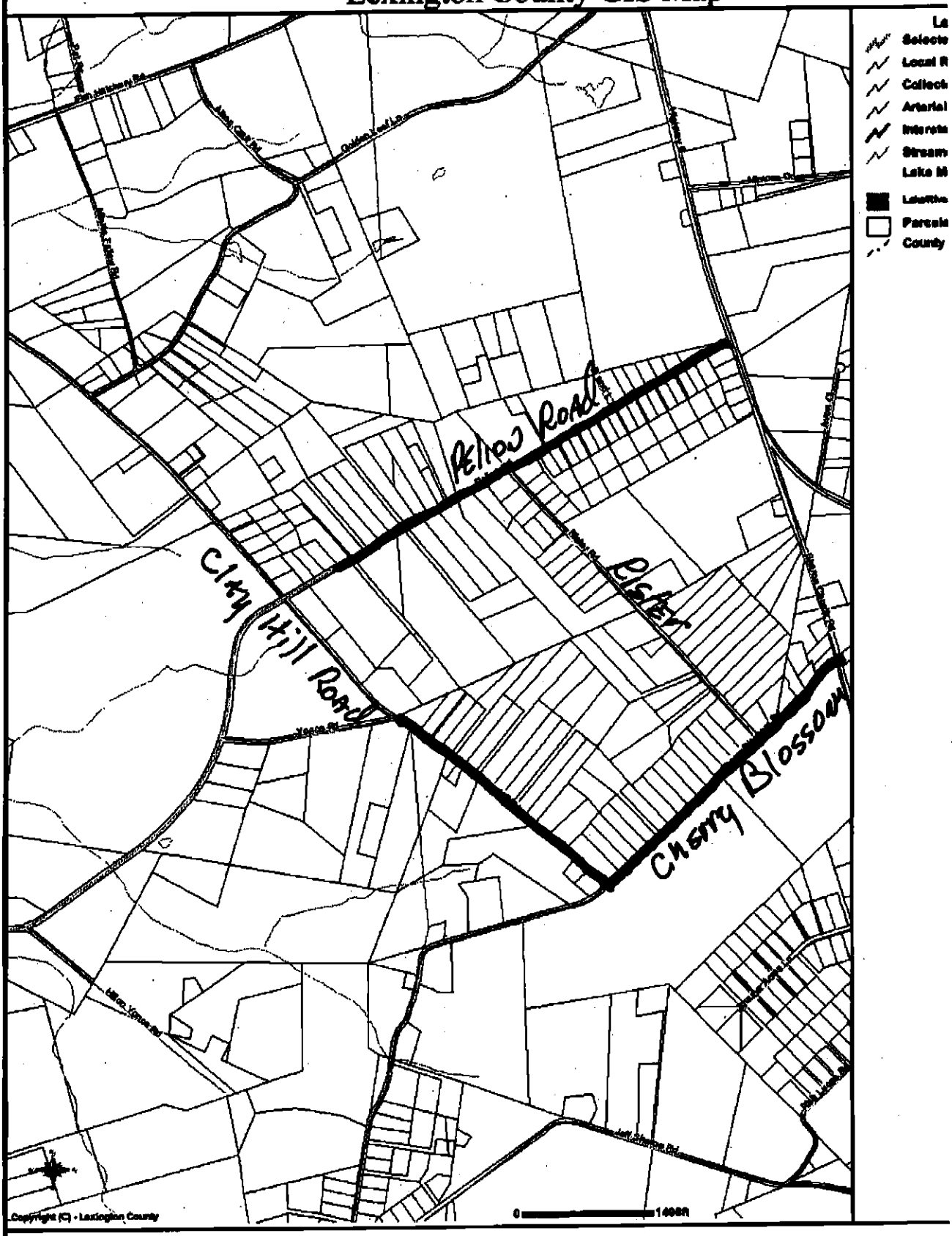

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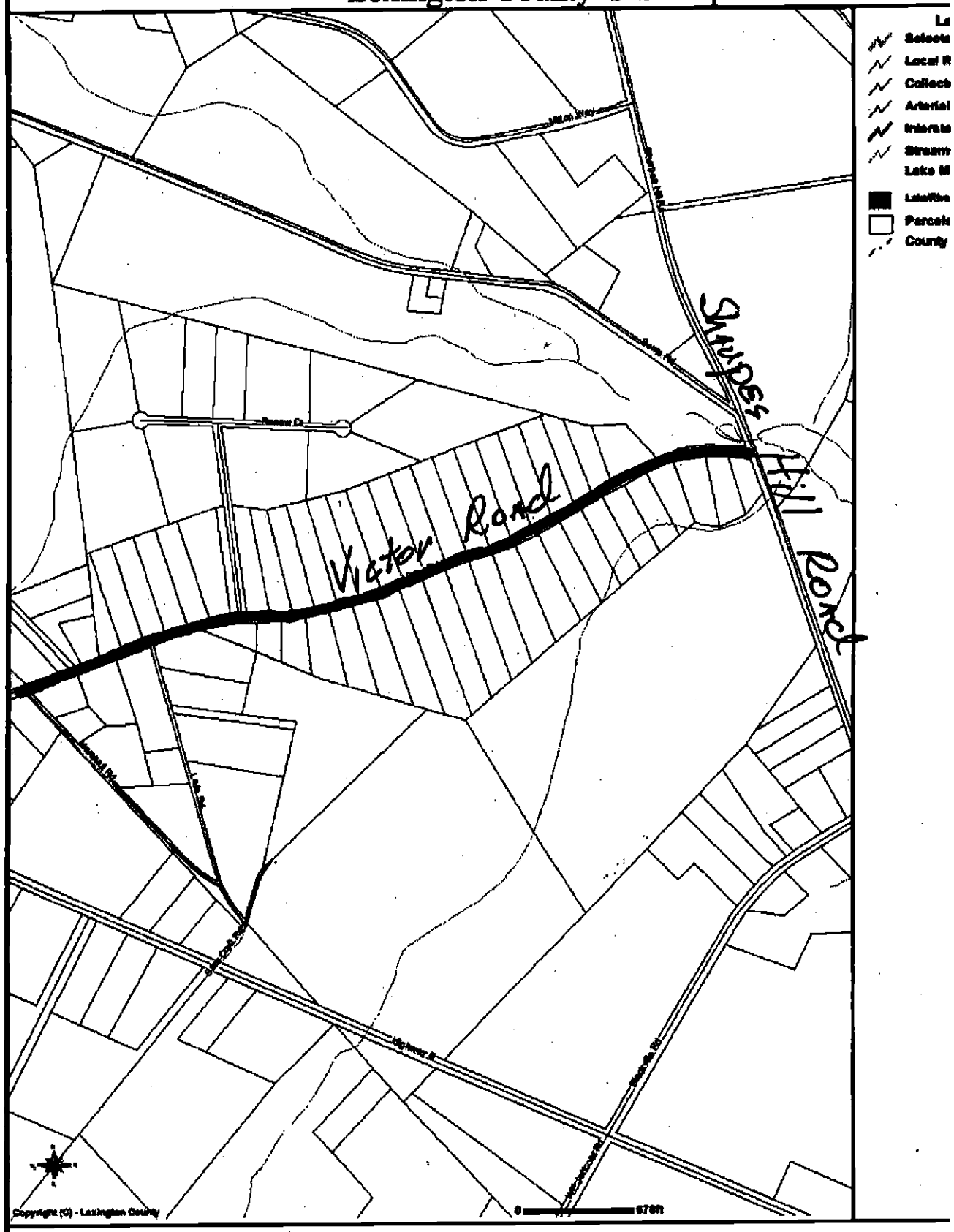
Exhibit C

Lexington County GIS Map



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CHAPTER 4 - ROAD DESIGN

4.1 General

The design criteria in this chapter pertain to roads that are going to be maintained by Lexington County. All Lexington County roads shall be constructed in accordance to the South Carolina Department of Transportation (SCDOT) specifications, or as otherwise specified in this Manual. Paving and proof rolling of roads are to be pre-scheduled with Lexington County inspectors or an independent laboratory approved by Lexington County. A service life of twenty (20) years is expected for new roads with minimum maintenance. All new roads shall have a warranty/guarantee to the design and performance of the streets and storm drainage system, to the satisfaction of the Public Works Stormwater Division (PW/SWD), for a period of two (2) year after the final plat approval.

4.1.1 Classification

Design guidelines are provided for the following road categories: residential/local (RL), residential collector (RC), and light commercial/industrial (LC/I). The design for arterials and other type roads, such as private alleys, which don't fit into one of these three categories, must be approved by the PW/SWD on a case by case basis; design for other roads should be based on the expected traffic load and a complete soils report. A collector (RC) or commercial/industrial (LC/I) classified road cannot empty into a lesser category road, such as residential local (RL).

4.1.2 Average Daily Traffic (ADT)

ADT for residential roads can be estimated using the projected generation rates per dwelling unit shown in Table 4.1.

Table 4.1: ADT Generation

Single-family detached	10.0
Duplex (twin), Multiplex, Townhouse, etc	8.1
Planned Unit Development	7.8
Apartment, Mobile Home	5.4
Retirement Village	3.3

ADT "break points": 2000 ADT (e.g., 200 single-family detached units) is the break point from RL to RC roads. 4000 ADT is the break point from RC to arterial roads. Road classification for engineering may differ from zoning road classifications.

4.1.3 Design for Road Cross Section and Related Factors

The developer is given a choice of including or not including a complete soils report and detailed road thickness design as part of his engineering plans and specifications. Appendix I contain standard details for typical road cross sections. Two sets of design criteria are provided in Table 4.2. The first provides required thickness for a submittal without a complete soils report for each road classification. The second column provides the minimum thickness allowable when supported by a complete soils report and a detailed road design for a reduced design criteria CONVINCINGLY SUPPORT the reduced design thickness. (Note: A complete soils report shall include at a minimum, but is not limited to (1) a "CBR"on each soil type and (2) a grain size analysis and "Atterberg Limit" determination for each different soil type).

Table 4.2: Design Thickness (compacted) Criteria

[redacted]						
Surface						
Hot Plant Mix	2"	15"	3"	2"	3"	2"
Triple Surface Treatment	SCDHPT specs	SCDHPT specs	SCDHPT specs	SCDHP T specs	SCDHPT specs	SCDHPT specs
Base W/ Plant Mix*		Clay Sand				
Macadam	8"	8/6"	9"	7"	10"	7"
Sand-Clay	10"	10/8"	12"	10"	N/A	N/A
Prepared Subgrade	12"	6"	12"	6"	12"	6"
Full Depth Paving Requirements						
Prepared Subgrade	12"	6"	12"	6"	12"	6"
AC Base Course	3"	2.5"	4"	3"	4"	3"
AC Binder Course	2"	1.75"	3"	2"	3"	2"
AC Surface Course	1.25"	1.25"	1.5"	1.25"	1.5"	1.25"

*Base on subgrade higher value, clay lower value sand.

1. May use soil cement for subgrade or base. Must have a soils engineer design and monitor. Need prior approval from PW/SWD.

2. Lexington County may require the developer or contractor to provide up to three (3) corings per development and/or at least one (1) per 300 feet of road whichever is greater.

3. Placement of binder course should immediately follow placement of black base (within 24 hours) and no traffic shall be permitted on the black base.

4. Sand-clay base must meet the minimum requirements for SCDOT base material. Developer shall have the pit pre-approved by a soils engineer and then tested again after in place on site.

5. Full depth asphalt (minimum 6") must be placed from right of way to any existing road.

    a. All materials used in the base and surface courses must meet all SCDOT Specifications for quality and gradation.

    b. Triple surface treatment will not be used in conjunction with curbing.

    c. Must use tacking agent between cold layers of asphalt.

    d. Must tack between all concrete surfaces and asphalt.

    e. Must provide positive drainage toward the curb.

    f. Must tack all soil cement surfaces.

4.1.4 Surfacing

Surface course shall consist of asphaltic concrete (Type I) or triple surface treatment (Type I). Triple surface treatment surface course will only be used on "valley gutter" or "farm to market" roads. Alternative surfaces to be considered on a case by case basis.

4.1.4.1 Weather restrictions

Plant mix base/binder courses may be placed throughout the year as long as the roadway is properly prepared and the surface temperature is at least forty-five (45) degrees and rising. Specific prior approval from the PW/SWD is required before placing AC surface. Triple surface treatment shall only be placed within the time frames specified in the SCDOT Specifications, normally from March 15 to October 15 each year.

4.1.5 Ground water

The seasonal high water table shall be at least thirty-six (36) inches below the base course.

4.1.6 Underdrains

Subsurface drainage is to be provided in areas having a seasonal high water table (particularly in cut areas) to intercept seepage that would affect slope stability, bearing strength or create undesirable wetness. Place underdrain system directly behind the curb of all islands and discharge into drainage box.

4.1.7 Compaction

Compaction shall be required from within the proposed right of ways. All compaction testing whether subgrade, base, utilities shall be inspected by either an independent lab approved by Lexington County or PW/SWD personnel

4.1.7.1 Subgrade

The subgrade shall be compacted to a distance at least eighteen (18) inches outside the back of curbing or the top of the back slope for the valley gutter section. Finished subgrade must meet the same section criteria as the finished base course (proper crown or cross-slope). Subgrade compaction to a minimum of 95% of a standard proctor ASTM-D698. The top 12" of subgrade must be 100% of a standard proctor ASTM-D698.

Proof rolls are required for curbing with a motor grader require a motor grader for road a triaxial dump truck with a minimum of 18 ton loading.

4.1.7.2 Base course

Base course shall be compacted to a minimum of 95% modified proctor ASTM D-1557. Proof rolls are required before the placement of any lift of asphalt.

The base course shall be compacted to a distance at least six (6) inches outside the valley gutter or as shown on the approved typical cross section for other type roadways.

4.1.7.3 Proctors

A minimum of one (1) proctor for the subgrade and one (1) proctor for the base course shall be provided for each different source of material used.

4.1.8 Slopes

Slopes on cuts or fills shall not be steeper than 2:1.

4.2 Patching and cuts of paved areas

When required, these areas shall be cut out in a rectangular shape and following the placement of bedding material (if required), backfilled with stone, compacted in accordance with Section

4.3.6 Irrigation

No irrigation system is to be installed in the right-of-way by the developer, builder, or homeowner.

4.4 Additional Design Criteria

Table 4.3: Additional Design Criteria

Design Speed (mph)	30	40	50
Maximum stopping Distance (ft)	200	300	300
Maximum Grade (%)	15	12	12
Minimum Grade (%)	0.5	0.5	0.5
Minimum Tangent b/t reversing curves (ft)	50	100	100
Curb Types			
B-Barrier	OK	K	OK
R- Rolled	OK	OK	OK
VG – Valley Gutter	OK	NA	NA
None	OK	NA	NA
Pavement Width			
With Barrier curbing (ft)	25	27	27
With Rolled curbing (ft)	25	36	36
With Valley Gutter curbing (ft)	28	36	NA
With no curbing (ft)	22	36	NA

1. Design speed may be reduced due to topography and reduced stopping sight distance with the approval of the PW/SWD.

2. See Tables 4-4 and 4-5.

3. "Farm to market" roads without curbing is allowed for road design. Lot widths are not specified but shall be reviewed with the PW/SWD as to the minimum allowed per individual project. Road installation shall include paved driveway aprons and pertinent storm drainage pipe. See driveway detail in Appendix I.

4. Measured from back of curbing to back of curbing or from edge of pavement to edge of pavement on roads w/o curbing.

4.4.1 Catch basin locations

Catch basins shall be located outside intersection curve radii. Catch basins should generally be located on the uphill side of intersections to intercept runoff before it gets into the intersection. Catch basins should be located so to not interfere with driveway and island locations.

4.4.2 Water and sewer line locations

Where it is necessary for pipes to cross the roadway, the length of water and sewer lines running under pavement shall be minimized. Utility lines should be placed at a ninety (90) degree angle with the roadway centerline, if possible, but in no case less than forty-five (45) degrees. Manholes and valves shall not be located in the pavement area.

4.4.3 Sidewalks

Sidewalks within the road R.O.W. shall be maintained and designed per ADA specifications. Lexington County shall not be responsible for maintenance of sidewalks.

4.4.4 Dead end streets

All dead end streets shall terminate in a cul-de-sac, "T" or "Y" per details. Any street greater than 2,000 feet shall have an intermediate turnaround.

4.4.5 Street Access

Each residential development with 200 lots shall have two or more access points to roads of equal or higher classification. ~~Developments greater than 400 lots shall be required to submit a traffic impact study, for acceleration/deceleration lanes, etc. This coordination shall be with SCDOT.~~ (REFER TO SECTION 4.4.10 TRAFFIC IMPACT STUDY)Commercial development access points shall be restricted per Lexington County zoning and SCDOT. Interconnectivity is highly suggested for commercial design.

4.4.6 Service Restrictions

A residential collector shall not have driveways if the 27 foot roadway is used. If residential access cannot be avoided and/or limited street parking is foreseen, a 36 foot wide roadway with rolled curb shall be provided.

4.4.7 Left Turn Lanes

A residential development with 200 or greater lots shall provide a left turn lane in the existing subdivision. Development less than 200 lots that access an arterial or certain collector roads, a left turn lane must be provided. A smooth transition shall be provided for the turning lane; the turning lane shall have a minimum length of fifty (50) feet. Painted and stipping arrows shall meet SCDOT requirements.

4.4.8 Concrete Keys

A concrete key, twelve (12) inches wide and twelve (12) inches deep, shall be placed at the end of any pavement section expected to be extended by the Developer within seven (7) days or paving. Concrete keys are temporary and shall be removed prior to paving future roads.

4.4.9 Alley Ways

Home Owner's Association (HOA) shall own/maintain alleyways and all pertinent storm drainage systems. Alleyways shall have a minimum twelve (12) foot width and shall ingress/egress onto a public road or shall terminate with an approved cul-de-sac, "Y", or "T". Alleyways shall not be named. Lots with alleyway access must also have a public or private road frontage. The common area for alleyways shall be equal to or greater than the riding surface.

4.4.10 Traffic Impact Study

Developments on State roads shall be coordinated with SCDOT as per their requirements for traffic impact studies. Developments greater than 100 lots on a County road may be required to submit a traffic impact study, and shall be coordinated with PW/SWD. Developments greater than 100 lots on Municipality roads may be required to submit a traffic impact study, and shall be coordinated with that municipality.

4.5 Measuring Sight Distances

The criteria for measuring sight distances are shown in Table 4.4. The site line must remain within all R/Ws.

Table 4.4: Criteria for measuring sight distance

Height of driver's eye	3.5'
Stopping sight distance object	0.5'

Intersection sight distance object	4.25'

Un-posted dirt road sight distance shall be determined with the PW/SWD.

4.6 Intersection Design

Table 4.5: Intersection Design Guidelines

Minimum angle of intersection	75 (90 is preferred)
Maximum grade within tangent length approaching intersection area	5%
Minimum tangent length (to edge of pavement) approaching intersection (each leg)	50' (RL), 100' (RC or LC/I)
Minimum curb radius: a. RL to RL b. RL to RC or LC/I c. RL to Arterial c. RC or LC/I to RC or LC/I d. Entering cul-de-sac	 25' 30' 50' 50' 50'
Minimum centerline offset of adjacent intersection: a. RL to RL b. RL to RC or LC/I c. RC or LC/I to RC or LC/I d. RL to Arterial	 150' 175' 200' 200'

1. A "three-quarter" cul-de-sac ("blow-out") can be used at sharp corners where the minimum horizontal curve radius cannot be met and/or there is no road intersection.

2. At intersections where there is no catch basin at each radius, the engineer shall provide a "blow-up" of the intersection and show spot grades at critical points. Sufficient information should be provided for construction guidance and to show that positive drainage will be achieved.

3. Intersection Sight Distance. Minimum intersection sight distance is found by multiplying the speed limit of the road which is being accessed by tan (10), e.g., for a speed limit of 35 MPH--the intersection sight distance is 350 feet. The resulting sight triangles, obtained by measuring from a point fifteen (15) feet from the edge of the pavement of the road being accessed to the points providing the minimum intersection sight distance in each direction, must be kept clear of all vegetation, walls or structures for a height of between two and one-half (2.5) feet and then ten (10) feet for vision of motorists, pedestrians and other users. A sketch of these "sight distance triangles" is shown in Appendix I The site line must remain within all R/Ws. Dirt roads to use a speed limit of 45 MPH.

4. Proposed road centerlines shall line up with existing road centerlines per Table 4.6.

4.7 Horizontal curves

A horizontal curve will be installed when the roadway alignment has a deflection angle exceeding ten (10) degrees. Minimum radii are shown in table below.

Table 4.6: Minimum Horizontal Curve Radii

1-250	110	175
251-500	150	200
501-750	175	225
751-1000	200	250
1001-2000	200	300
2001+	an	TBD*

* To be determined by the PW/SWD on a case by case basis.

4.8 Superelevation

RL roads do not normally require superelevation. Where superelevation is used on RC or LC/I roads, the maximum cross slope shall be 0.08 foot per foot with adequate length of runoff for design speed.

Table 4.7: Superelevation Runoff

0.02	50	100	125	150
0.04	60	100	125	150
0.06	95	110	125	150
0.08	125	145	170	190

4.9 Vertical curves

All changes in vertical grade, where the algebraic difference in grade exceeds two (2) percent, shall be connected by vertical (crest/sag) curves. The minimum length of any vertical curve shall be one hundred (100) feet. Design should be based on the formulas and graphs provided in Appendix I. Shall be less than 100' when intersecting with a SCDOT roadway.

4.10 Road Entrance Islands/Cul-de-sacs

1. The nose of the island shall be located at a distance of twelve (12) feet from the edge of the existing road pavement.

2. There shall be a normal fifteen (15) foot wide pavement section for one way traffic an each side of the entrance island, measured from back of curb BOC to BOC unless there is a turning lane.

3. Vegetation and structures in islands shall not interfere with intersection sight distance requirements. Perpetual maintenance responsibility must be assumed by a private entity.

4. Expulsion type barrier curbing (see detail in Appendix I) is required around the entire circumference of the island. Pavement shall be sloped so runoff is directed away from the island and into the storm drainage system.

5. All islands are required to have French underdrain system. The underdrain is normally located behind the barrier curb for its entire circumference (although on narrow islands, a single drain running the length of the island in the center may suffice) and tied to a storm drainage system (see detail in Appendix I). A solid pipe shall be used under roadways at a depth of three (3) foot.

6. Traffic control signs, as specified by the South Carolina Manual on Uniform Traffic Control Devices may be required. See Section 6 for additional guidance.

7. The island shall end before the location of the planned driveway for the first lot on each side of the island.

8. Gated community shall provide a minimum of 200' of staging road from access to gate.

9. An island is permitted only in a one-way "left offset" or "centered" design (see details in Appendix I). Note that the dimensions shown in the details are minimums.

10. A normal twenty (20) foot wide pavement section for one way traffic on each side of the island, measured from BOC to BOC, is required for a cul-de-sac.

11. Minimum inside curb radius shall be twenty-five (25) feet with a minimum radius of five (5) feet for the nose of the island; minimum outside curb radius shall be forty-five (45) feet with a return radius of fifty (50) feet for a cul-de-sac.

12. Horizontal and vertical alignment of the roadway shall provide the minimum stopping sight distance as determined by the design speed.

13. Traffic Circles/Roundabouts shall be allowed as shown in standard details provided in Appendix I.

4.11 Traffic, Regulatory, and Street Signage

1. Lexington County shall be responsible for the procurement and installation of all traffic control, regulatory, and street signs, except in those cases where the developer obtains approval from the PW/SWD to use customized signs.

   Note: Custom signs, designed to accentuate a development "theme" may be approved on a case to case basis. For developments with standard signage, the developer shall pay the calculated "signage fee". Contact the PW/SWD for the fee schedule.

2. Street names and signs. A street name and appropriate signs shall be provided for each publicity maintained road in Lexington County and for any private road which accesses three (3) or more property owners – providing the property is not accessible from any other road.

   a. Duplication of any existing name will not be allowed, in part or as a whole. This includes one of two or more words pronounced alike but different in meaning and spelling.

b. The requested name shall consist of no more than thirteen (13) letters, and/or spaces (not including the suffix).

c. Any long road with several intersecting streets shall only have one name.

d. Dead end roads shall have a suffix of "Court", "Lane or "Place" so as not to be misleading to an emergency vehicle looking for a cut-through to another street.

e. Streets having suffixes of "Circle must have two (2) intersections with other streets.

f. Abbreviations will not be allowed.

3. Standard Assemblies.

a. General - The sign assembly shall consist of two (2) double faced street signs mounted on a two and one-half (2 ½") O.D. galvanized steel round post. One (1) assembly will be required for T-Type and Cross-Type Intersections. Include names of both roads at intersection.

b. Signs - Each sign plate shall be X-truded 6" x 24", 30" or 36". The sign material shall be aluminum 0.080 gauge. Background facings for the signs shall be No. 2277 Green Scotchlite™ Reflectorized Sheeting or Equivalent and shall cover the entire sign. The street name legend shall be made with 4" Series "C" letters. The designation of Avenue, Street, Road, Drive, etc., shall be abbreviated and shall be made with 2" Series "C" letters. Periods will not be used after the abbreviations. Painted and/or beaded signs will not be acceptable.

c. Posts - The sign posts shall be Schedule 40, 2 ½" O.D. wall thickness 0.156 inches, galvanized steel pipe no less that 10' in length.

d. Brackets - The brackets shall be cast aluminum and in two (2) parts, a cap and a spacer. The cap shall fit over the top of the pipe and have a slot in its top to hold the Street Name Sign. The spacer shall be made with two (2) slots at 90 degrees to each other to fit over one Street Name Sign and to hold the other. The bracket parts shall be provided with Allen Head Set Screws to hold the entire assembly together on the post.

e. Installation

i. Each installation shall consist of two (2) double faced street name signs mounted one above the other on top of a 2 ½" O. D. galvanized steel pipe.

ii. Cross-type and T-type intersection shall have one (1) sign assembly. Where the intersection has more than four (4) street legs, more than one (1) sign assembly will be required.

iii. The installation shall not be closer to the edge of the pavement than six (6) feet nor more than twelve (12) feet from the pavement edge.

iv. The bottom of the sins shall be seven (7) feet above the center line finished grade of the street.

v. The two and one –half (2.5) inch galvanized steel post shall be encased in concrete for a distance of three (3) inches, completely around it and for a depth of eighteen (18) inches below ground.

4. Custom Signs - The dimensions and readability for custom signs must equal or exceed those specified for "standard" assemblies. Installation shall be consistent with that described above for "standard" assemblies.

5. Traffic Control and Regulatory Signs. (Note: Size, shape, and color of "customized" traffic control and/or regulatory signs cannot be modified from that shown in the South Carolina Manual on Uniform Traffic Control Devices.)

a. Placement /Location.

i. Standardization of position cannot always be attained in practice; however, the general rule is to locate signs on the right hand side of the roadway, where the driver is most likely to look for them. The sign assembly shall be placed not less than three (3') feet, but not more than six (6') feet from the traveled way. The clearance from the bottom of the sign to the ground shall be five (5') feet. Posts are to be two (2) pounds per foot, painted "U" Type Channels.

ii. If there is any question about placement/location, the PW/SWD will determine location.

iii. For "customized" signage, the proposed traffic control and street sign locations shall be submitted as a part of the engineering plans.

b. Traffic Control Sign Standards.

i. The sign assembly shall consist of a sign and a post. The sign shall meet the standard requirement of the South Carolina Department of Highways and Public Transportation standards for size and shape. (They are found in the Manual for Uniform Traffic Control Devices.) The sign shall be covered with engineer grade

Scotchlite™ reflective sheeting or equivalent. Standard signs are to be of metal construction and at least .080 gauge thickness. Signs are to be erected on posts no less than ten (10') feet in length.

ii. Sign posts and their foundations and sign mountings shall be constructed so as to hold signs in a proper and permanent position, to resist swaying in the wind or displacement by acts of vandalism.

c. Regulatory Signs

i. Stop Sign - A "Stop" sign shall be placed at the intersection of two or more roads. The road(s) of less importance shall be the road to stop and yield right-of-way.

Number	Size	Class
R1-1-30	30" x 30"	Local
R1-1-48	48" x 48"	Collector

Background: Red – Reflectorized.
Legend and Borders: White – Reflectorized

ii. Yield Sign - Use of a "Yield" sign must be approved by the Planning Engineer. Since it does not require all vehicles to stop, it should only be used where visibility of other approaching traffic is good from the approach on which the yield sign is proposed.

Number	Size	Class
R1-2-36	36"x36"x36"	Standard
R1-2-48	48"x48"x48"	Major

Background: White – Reflectorized
Legend and Border: Red – Reflectorized

d. Warning Signs - Warning signs shall be erected in accordance with the general requirements for sign position. Since warning signs are primarily for the protection of the driver who is unacquainted with the road, it is very important that care be given to their positioning.

i. Dead End Signs - The "Dead End" sign is intended for use to notify motorists that the road or street terminates some distance beyond the sign. The sign should be located at the last intersection of a public road or street with the dead end street.

The Dead End sign will be used only where the terminus of the dead end road is within approximately 1,000 feet of the intersection. Where the road terminus is greater that 1,000 feet

from the intersection, the road will not be considered a dead end road, and the advance warning of its terminus will be given in accordance with the provisions for the Road End warning sign.

The Dead End sign should be erected on the right side of the road or street, approximately 25-50 feet beyond the intersection, and facing traffic entering the dead end road or street.

Number	Size	Class
W14-1-30	30" x 30"	Local

Background: Yellow-Reflectorized
Legend and Border: White

ii. Road End Signs - The "Road Ends" warning sign is intended for use in advance of the terminus of a road or street except where the terminus is within 1,000 feet of an intersection, in which case a Dead End warning sign should be erected at the intersection and this sign should be omitted. When the Road Ends warning sign is used it should be followed by a Road Ends regulatory sign (F11-5-36), at the terminus of the road or street.

Number	Size	Class
W14-1a-30	30" x 30"	Local

Background: Yellow – Reflectorized
Legend and Border: Black

iii. Stop Ahead Signs - A "Stop Ahead" sign is intended for use upon approaching a Stop sign that is not visible for sufficient distance to permit the driver to bring his vehicle to a stop at the Stop Sign. Obstruction(s) causing the limited visibility may be permanent or intermittent.

Number	Size	Class
W3-1-36	36" x 36"	Local
W3-1-48	48" x 48"	Collector

Background: Yellow – Reflectorized
Arrow and Border: Black
Symbol: White Border on Red Background – Reflectorized

iv. Yield Ahead Signs - A "Yield Ahead" sign is intended for use upon approaching a Yield sign that is not visible for sufficient distance to permit the driver to bring his vehicle to a stop at the Yield sign. Obstructions(s) causing the limited visibility may be permanent or intermittent.

Number	Size	Class
W3-2-36	36" x 36"	Local
W3-2-48	48" x 48"	Collector

Background: Yellow – Reflectorized
Arrow and Border: Black
Symbol: White Margin, Red Border on White Background – Reflectorized

v. Bridge End Markers - "Bridge End" Markers should be used to mark the end of bridges for approaching traffic. On a two-lane roadway one Bridge End Marker should be used on each side of the bridge. On a divided multi-lane roadway, one Bridge End Marker should be used on each side of the approach end of each bridge. On a multi-lane facility where the roadways carrying opposing traffic are separated only by a raised median and only one bridge exists, one Bridge End Marker should be used on the right side of each end of the bridge.

Number	Size	Class
W18-1R-12	12" x 36"	Local
W18-1L-12	12" x 36"	Local

Yellow Stripes – Reflectorized
Alternate Stripes – Black

vi. Other Warning Signs - Warning signs other than those specified may be required under special conditions. Warning signs should conform with the general specifications for shape, color, and placement of warning signs.

The applications of such signs are sufficiently apparent as to require no detailed specifications. (They are found in The South Carolina Manual For Uniform Traffic Control Devices.)

vii. Privately Maintained Roads Signs - Privately maintained road signs shall be placed on the end of the street sign or a separate sign/post. Yellow background with black lettering.

~~4.12 Traffic Impact Studies~~

~~*A traffic impact study shall be required for new and re-development projects projected to generate 100 or more peak hour vehicle trips based on trip generation rates from the latest edition of the Institute of Transportation Engineers Trip Generation Manual. In addition, PW/SWD may request that an impact study be developed for other projects likely to have a*~~

~~*significant impact on transportation capacity, transportation levels of service, or traffic safety in the vicinity of the proposed project. SCDOT may also require such a study, which may or may not coincide with the County's requirement. It is the applicant's responsibility to comply with all SCDOT traffic study requirements.*~~

~~*If a study is required by the County and/or SCDOT, it shall be submitted with the land disturbance permit application and shall include a site plan showing traffic circulation and parking as well as proposed points of ingress and egress . A preliminary, unapproved plan to SCDOT may be submitted with land disturbance permit application, but must be approved by SCDOT prior to the issuance of the land disturbance permit.*~~

~~*4.12.1 Study Scope*~~

~~*When a traffic impact study is required, the type and scope of the study shall be determined during a scoping meeting with the Community Development and the PW/SWD. The meeting may also involve representatives of or request assessments from other agencies and departments. The elements to be determined during the scoping session shall include:*~~

1. ~~*Type of Study: The possible types of reports include: a letter report, full traffic impact analysis report or special report (e.g., sight distance survey);*~~

2. ~~*Definition of Impact Area: The points of access and key streets and intersections that may be affected by development of the subject tract constitute the impact area. Traffic recorder and turning movement assessment locations shall be determined;*~~

3. ~~*Period of Analysis: Periods of analysis may include daily traffic or a.m., p.m. or weekend peak hour;*~~

4. ~~*Analysis Scenarios: Scenarios for analysis include: existing conditions, opening year conditions with and without development, and 10 years after opening with and without development;*~~

5. ~~*Process; Process for determining trip generation and distribution including: trip generation category, diversion assumptions and distribution assumptions;*~~

6. ~~*Growth Rate Assumption: The rate of growth assumed in background traffic assumptions;*~~

7. ~~*Pipeline Development: Developments in the area that have been approved or are under review.*~~

~~*4.12.2 Traffic Study Elements*~~

~~*A letter report or special report shall include those elements agreed upon in the scoping meeting. A full traffic impact study shall include the following elements:*~~

~~*1. Existing Condition Survey*~~

~~*a. Street System Description: The street system shall be described including geometric features, lane usage, traffic control, signage, sight distances and adjacent uses and curb cuts;*~~

~~*b. Traffic Volumes: Existing traffic volumes shall be provided for the impact area including both AADT (Average Annual Daily Traffic) and "Design" peak hour volumes. AADT may be derived from current counts of the SCDOT (if available) and peak hour volumes shall be done from field counts. Data shall be adjusted for daily and seasonal variations. Turning movement counts for the peak hour shall be provided for critical intersections. Peak hour periods shall be as determined at the scoping meeting;*~~

~~*c. Capacity Analysis: Existing capacity of signalized and unsignalized intersections;*~~

~~*d. Other: Other items may be required at the discretion of the PW/SWD depending upon the type and scale of the project. These may include but are not limited to: queue length analysis, pedestrian counts, accident data, traffic speeds (both 50th and 85th percentile), and stopping sight distances.*~~

~~*2. Future without Development*~~

~~*Capacity analysis is to be provided for opening year and plus ten-year for key intersections (and roadway segments where appropriate) without the development but including any planned developments. The analysis shall be based upon the Highway Capacity Manual or other methodologies approved in advance by the PW/SWD.*~~

~~*3. Future with Development*~~

~~*a. Projections of the daily and peak hour traffic generation of the project shall be made using the latest edition of the Institute of Transportation Engineers Trip Generation manual unless the PW/SWD determines that locally derived data will provide more accurate forecasts. Data from similar facilities may be used where the information is not available from the Institute of Transportation Engineers;*~~

~~*b. The projected trips shall be distributed onto the road network as agreed in the scoping meeting;*~~

~~c. Capacity analysis for opening year and plus ten-year for key intersections (and roadway segments where appropriate);~~

~~d. Special analysis as may be required to determine warrants for signalization, minimum safe sight distances, gap analysis, turning radius requirements, queue length analysis, turning lane length analysis, curb cut locations or similar requirements.~~

~~4. Mitigation Plan~~

~~Where the analysis indicates that the project will create deficiencies in the impact area, improvements shall be recommended which shall include projected cost estimates. The design of improvements shall be in accordance with specifications of the PW/SWD and, where appropriate, the South Carolina Department of Transportation. Where a Decision-Making Body determines that a mitigation plan is not adequate to address the traffic impacts of the project, it may serve as a basis for denial of the rezoning, preliminary plat or planned development request.~~

~~5. Consultants~~

~~The PW/SWD may require that a mutually agreed upon independent consultant be hired by the County to perform required traffic impact studies or to review all or part of a study prepared by the applicant's consultants. The PW/SWD is authorized to administer the contracts for such consultants.~~

~~a. The PW/SWD shall determine the scope of services to be performed by the independent consultant and receive a cost estimate of such services.~~

~~b. The applicant shall provide an amount equal to the estimate to the PW/SWD, who will deposit the amount in an escrow or special account set up for this purpose. Any funds not used for the independent consultant shall be returned to the applicant in a timely manner without interest.~~

~~c. The PW/SWD may require additional fees for the independent review if: the Decision-Making Body expands the scope of the required review; the applicant substantially amends the application; additional meetings involving the consultants are requested by the applicant; the consultant's appearance is requested at Planning Commission or County Council meetings beyond what was initially anticipated; or the consultant's attendance is required at meetings with regional, state, or federal agencies or boards which were not anticipated in the earlier scope of services.~~

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

MEMORANDUM

DATE: September 14, 2007

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Limerock Road - Update

At the July 24, 2007 meeting, County Council agreed to legally close 2,156 feet of Limerock Road, contingent that the property owners pay one-half ($1,250.00) of the legal costs which is $2,500.

Staff contacted the spokesperson for the property owners who were adamant about not paying anything toward the legal closure. In short, the property owners do not feel that the county provided adequate maintenance of the road after it was turned over to the county by the state in January 2007.

Because the property owners will not agree to assume half of the legal cost, a decision must be made to either pay the $2,500 in legal fees for the road closure or remove the gate and resume maintenance of the road.

Please present this to the Public Works Committee for their consideration.

/lh

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

MEMORANDUM

DATE: September 14, 2007

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Dick Corley Road – Partial Legal Closure

Mr. Christopher Berry contacted our office requesting that we agree to allow the legal closure of approximately 260' of Dick Corley Road (see attached memo and maps). The partial closure is on two parcels of a total of five parcels on the road. Letters were sent to all property owners and signs were posted on each end of the road for a minimum of 30 days. We received two letters in favor and two opposed. In addition, two non-residents contacted our office opposing the closure as they use the road to walk their dogs.

Mr. Berry has retained an attorney and has agreed to pay all cost associated with the closure. We request that if this portion of the road is closed, that a 100' diameter cul-de-sac be given to Lexington County and improved by the requestor to allow vehicles a safe turn-around area.

Please present this request to the Public Works Committee at the September 25, 2007 meeting.

Attachments

/lh

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

MEMORANDUM

DATE: August 8, 2007

TO: John Fechtel, Public Works Director
Assistant County Administrator

FROM: Robert Leary RL
Engineering Associate

RE: Dick Corley Road Proposed Partial Closing

On July 2, 2007, Mr. Berry contacted Public Works asking that we present to Council a request to close a section containing approximately 260' of Dick Corley Road located in County Council District 5. This road section starts at the Robert Hendrix Road at the south intersection and extends approximately 260' north. Plats and deeds were researched to verify ownership and to insure that no other property owners needed this section of Dick Corley Road to gain access to their property.

Mr. Berry was informed that he would be solely responsible for the legal cost due to the low amount of road footage being closed not justifying legal cost over road maintenance cost.
Mr. Berry agreed to be responsible for the legal cost. He has hired Bert Dooley of Dooley Law Firm to represent him in his attempt to close the road section.

The surrounding property owners were then advised of the partial road closing attempt by the placement of a proposed partial road closing sign for no less than 30 days. Standard road closing petitions were sent out to all property owners affected on July 24, 2007. To date all four of the letters have been returned. Two of them were signed in favor of closing the road section. Two were sighed opposing the partial closing.

Additionally, we have received two complaints about the partial road closing from property owners in the surrounding area. Both stated that they use the road on a daily basis and request that we do not close the road partial.

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

RECEIVED

AUG 7 2007

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

July 24, 2007

Re: Closing A portion of Dick Corley Road

Paula Morris
1250 Nazareth Road
Lexington, SC 29072

TMS# 006500-05-028

Dear Residents:

A request has been made to Lexington County Public Works to close A portion of Dick Corley Road. Before the County may proceed with this action, all property owners on the dirt portion of this road must grant permission. This letter is an attempt to ensure all persons owning property along the road have an opportunity to agree prior to the County bringing any action to close the road. If one or more property owners are not in favor of the road closing, Lexington County will discontinue the procedure for closing.

Please indicate your response by checking the appropriate box and signing. Please return the signed letter in the envelope provided.

If you have any questions or comment please call me at 785-8514

Sincerely,

Robert Leary
Engineering Associate

☒ I do agree with the closing of Dick Corley Road

☐ I don't agree with the closing of Dick Corley Road

Print Name Paula Morris

Signature Paula Morris Date 8/6/07

COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

July 24, 2007

Re: Closing a portion of Dick Corley Road

Virginia Berry
263 Briarpatch Road
Lexington, SC

TMS# 006500-05-027

Dear Residents:

A request has been made to Lexington County Public Works to close A portion of Dick Corley Road. Before the County may proceed with this action, all property owners on the dirt portion of this road must grant permission. This letter is an attempt to ensure all persons owning property along the road have an opportunity to agree prior to the County bringing any action to close the road. If one or more property owners are not in favor of the road closing, Lexington County will discontinue the procedure for closing.

Please indicate your response by checking the appropriate box and signing. Please return the signed letter in the envelope provided.

If you have any questions or comment please call me at 785-8514

Sincerely,

Robert Leary

Robert Leary
Engineering Associate

☑ I do agree with the closing of Dick Corley Road a portion of Dick Corley Rd

☐ I don't agree with the closing of Dick Corley Road

Print Name Virginia J. Berry

Signature Virginia Berry Date 8-01-2007

RECEIVED
AUG 3 2007
LEXINGTON COUNTY
ENGINEERING DEPARTMENT

440 BALLPARK ROAD • LEXINGTON, SOUTH CAROLINA 29072 • (803)-785-8201

COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

August 27, 2007

Re: Closing a portion of Dick Corley Road

Charlie & Peggy Corley
1165 Robert Hendrix Road
Lexington, SC 29072

TMS# 006500-05-074 & 006500-05-025

Dear Residents:

A request has been made to Lexington County Public Works to close A portion of Dick Corley Road. Before the County may proceed with this action, all property owners on the dirt portion of this road must grant permission. This letter is an attempt to ensure all persons owning property along the road have an opportunity to agree prior to the County bringing any action to close the road. If one or more property owners are not in favor of the road closing, Lexington County will discontinue the procedure for closing.

Please indicate your response by checking the appropriate box and signing. Please return the signed letter in the envelope provided.

If you have any questions or comment please call me at 785-8514

Sincerely,

Robert Leary

Robert Leary
Engineering Associate

☐ I do agree with the closing a portion of Dick Corley Road

☑ I don't agree with the closing a portion of Dick Corley Road

Print Name Charlie W. Corley

Signature Charlie W. Corley Date 9-1-07

RECEIVED
SEP 4 2007
LEXINGTON COUNTY
ENGINEERING DEPARTMENT

COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

ENGINEERING

August 27, 2007

Re: Closing a portion of Dick Corley Road

Dwight Corley
126 Dick Corley Road
Lexington, SC 29073

TMS# 006500-05-026

Dear Residents:

A request has been made to Lexington County Public Works to close A portion of Dick Corley Road. Before the County may proceed with this action, all property owners on the dirt portion of this road must grant permission. This letter is an attempt to ensure all persons owning property along the road have an opportunity to agree prior to the County bringing any action to close the road. If one or more property owners are not in favor of the road closing, Lexington County will discontinue the procedure for closing.

Please indicate your response by checking the appropriate box and signing. Please return the signed letter in the envelope provided.

If you have any questions or comment please call me at 785-8514

Sincerely,

Robert Leary
Engineering Associate

☐ I do agree with the closing a portion of Dick Corley Road

☑ I don't agree with the closing a portion of Dick Corley Road

Print Name Dwight C. Corley

Signature Dwight C Corley Date 9/1/07

RECEIVED

SEP 4 2007

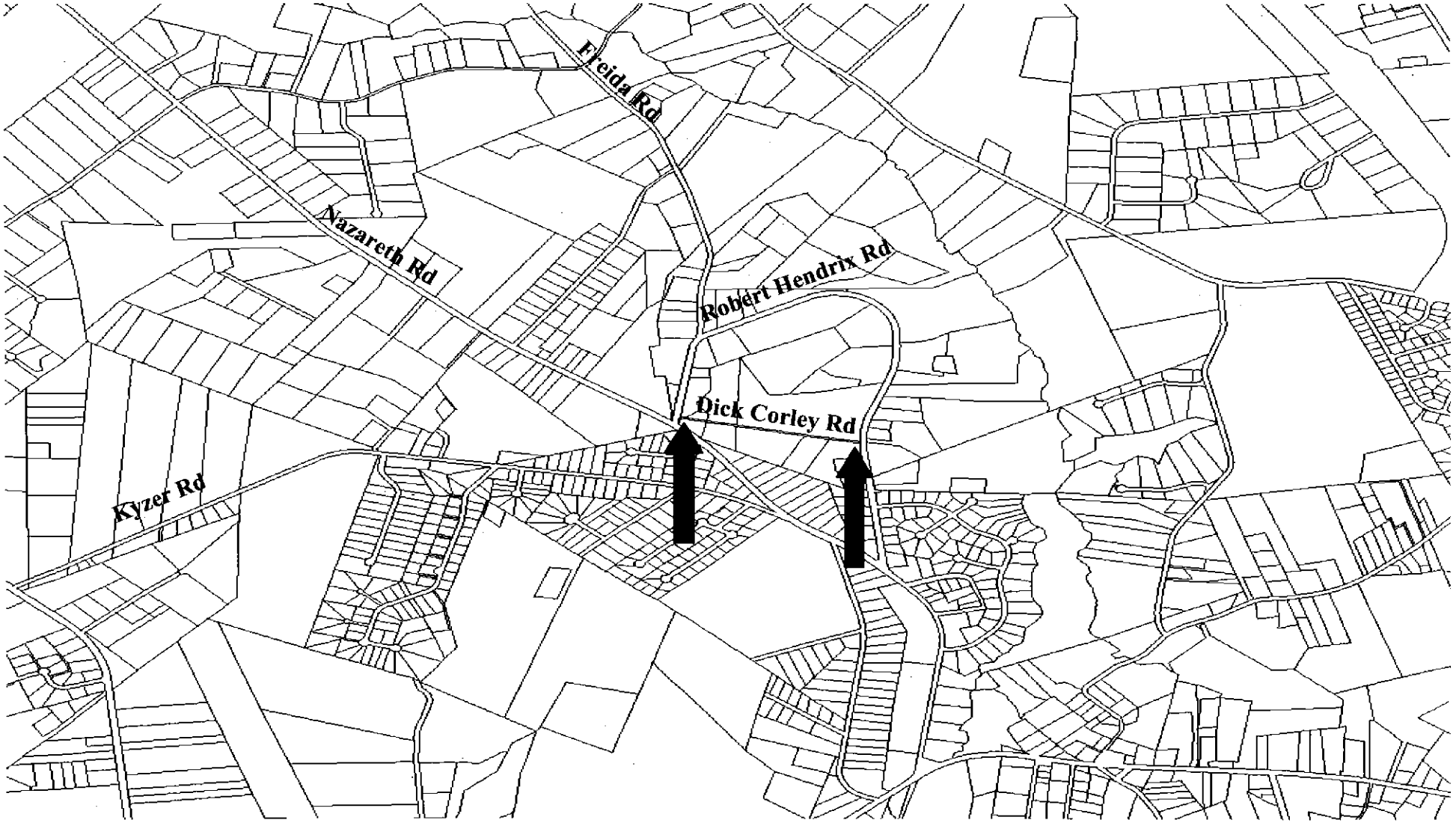
LEXINGTON COUNTY
ENGINEERING DEPARTMENT

PROPOSED PARTIAL CLOSING

DICK CORLEY ROAD

LEXINGTON COUNTY COUNCIL

DISTRICT 5

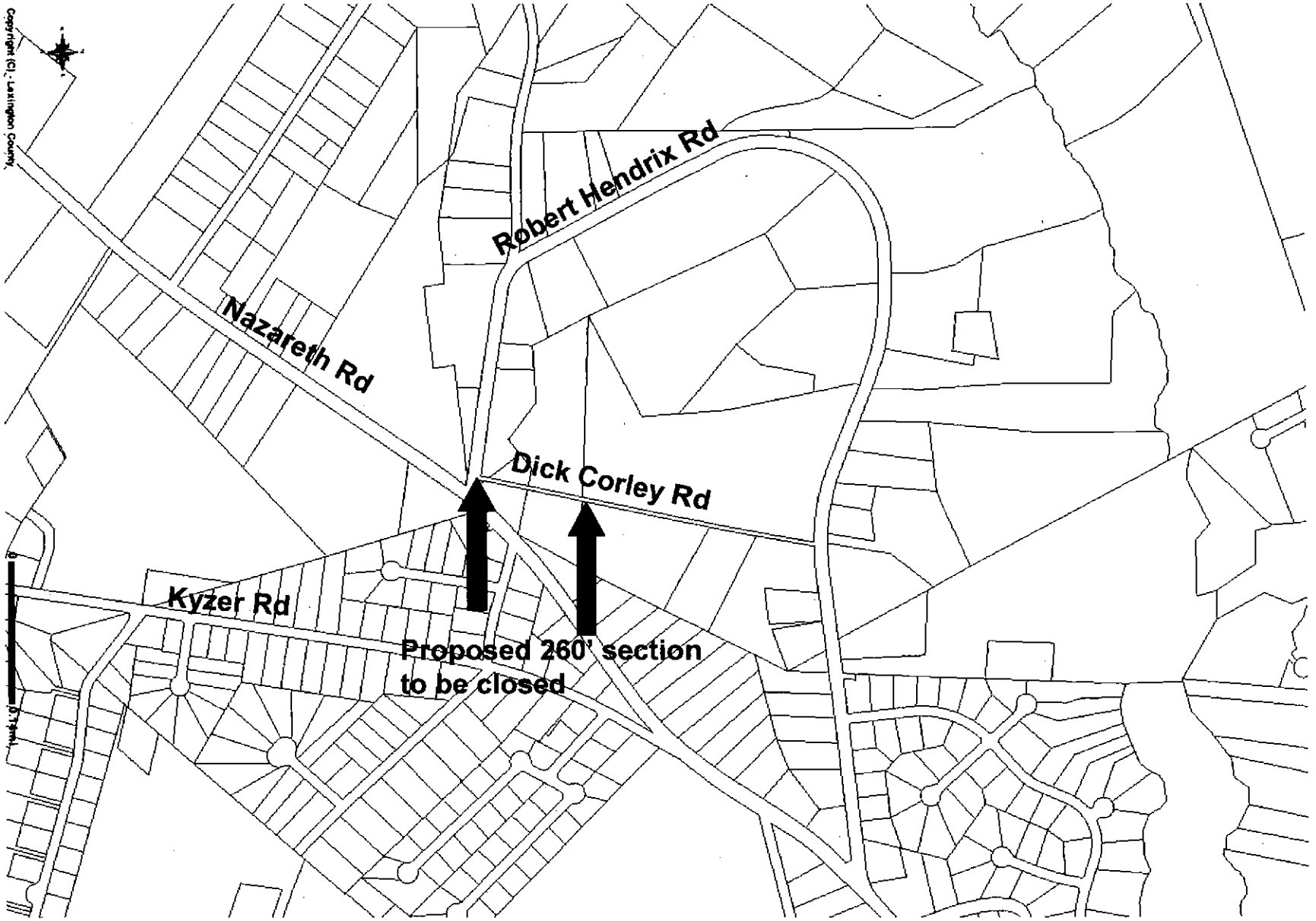


PROPOSED PARTIAL CLOSING

DICK CORLEY ROAD

LEXINGTON COUNTY COUNCIL

DISTRICT 5



APPOINTMENTS - BOARDS & COMMISSIONS

September 25, 2007

BILLY DERRICK

Museum – Bill Shumpert (Resignation effective 7/23/07) Term expires 11/1/09

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) Term expires 12/31/07
Library Board – Christopher "Brant" Taylor – Term expires 09/26/07 – Eligible for reappointment

BOBBY KEISLER

Library Board – Fremont Huggins – Term expires 09/26/07 – Not eligible for reappointment

JOHNNY JEFFCOAT

Museum Commission - Sandra Burdett – Term expired 11/01/05 – Not eligible for reappointment
Assessment Appeals Board – Beth Dorn Lindardt – Term expired 09/21/07 – Eligible for reappointment

JOHN CARRIGG

Assessment Appeals Board – Vacant – Term expired 09/21/06
Museum Commission – Vacant – Term expired 11/01/06
Board of Zoning Appeals – Malcolm Dennis (Resignation effective 01/01/07) – Term expires 12/31/09
Planning Commission – Robert A. Wilbur – Term expired 8/26/07 – Not eligible for reappointment

BILL BANNING

Planning Commission – William E. Unthank, Jr. – Term expired 8/26/07 – Eligible for reappointment

TODD CULLUM

Library Board - Ray Sharpe – Term expires 09/26/07 – Eligible for reappointment

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

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

BUILDING CODE BOARD OF APPEALS

Gas/Mechanical – Marvin Smith – Term expired 8/13/07 – Eligible for reappointment

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

Melanie P. Ellerbe – Term expired 06/15/07 – Not eligible for reappointment
Vacant – Term expired 06/15/2007

CENTRAL MIDLANDS
Council of Governments

SEP 2007
RECEIVED
LEXINGTON COUNTY
ADMINISTRATOR
LEXINGTON, S.C.

September 13, 2007

Mr. William C. "Billy" Derrick
Chairman, Lexington County Council
2241 Ridge Road
Leesville, SC 29070

Dear Billy:

Our Chairman, Jimmy Bales, asked me to remind you that Lexington County has two unfilled seats on our Board of Directors. One of these has been vacant for over a year. They are both "citizen appointments". Lexington County has six elected official seats and four citizen appointments. With reference to Katherine Hubbard's seat, our guidelines allow the administrator of any jurisdiction to serve in an elected official seat.

Here are your current members:

Elected Officials	Citizen Appointees
John Carrigg	Bill Banning
Todd Cullum	Wilber Lee Jeffcoat
Smokey Davis	*Vacant*
Billy Derrick	*Vacant*
Katherine Hubbard	
Johnny Jeffcoat	

I'm sure you will agree that it would be beneficial for all of Lexington County's seats on our board to be filled. We request that the new citizen appointees be from the business community, to help us comply with the U.S. Economic Development Administration's board composition guidelines. More specifically, we request that the new appointees be the owners or CEOs of businesses, or their designees.

Please contact me if you need additional information.

Sincerely,

Norman Whitaker, AICP
Executive Director

NW/haa
cc: Dr. Jimmy Bales, CMCOG Chairman
✓Katherine Hubbard, Lexington County Administrator

COUNTY OF LEXINGTON
Procurement Services

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

DATE: September 10, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **Fleet Vehicle Replacement – Fleet Services**

We are in receipt of a requisition for the purchase of one (1) New 2008 Ford F-350 1-Ton 2-WD Cab and Chassis Service Truck for Fleet Services. The vehicle requested is being purchased from Benson Ford Mercury through the South Carolina State Contract Number 07-S7329-A12763. This vehicle replaces a 2000 Ford F-350 and is recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager.

The total cost for this vehicle including applicable sales tax is $28,640.00.

Funds are appropriated in the following account:

1000-111400-5A8057	(1) 1-Ton 2-WD Service Truck	$28,640.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Ellis Gammons, Fleet Manager

COUNTY OF LEXINGTON
Procurement Services

MEMORANDUM

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

DATE: September 13, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **Fleet Vehicle Additions – Sheriff's Department**

We are in receipt of a purchase request for two (2) New 2008 Ford Crown Victoria Marked Patrol Sedans for the Sheriff's Department for the two (2) new School Resource Officers for Lexington School District 5. These vehicles are being purchased from Vic Bailey Ford through South Carolina State Contract Number 07-S7319-A12726. These vehicles will require emergency equipment, which is available from Palmetto Distributors through South Carolina State Contract Number 05-S6656-A1104. The installation of the emergency equipment and accessories will be purchased from Light-N-Up through County Contract Number C05011-02/09/05B. These vehicles are recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager. The total cost including applicable sales tax is $47,967.56

It is recommended that the award be made to multiple vendors as follows:

Vic Bailey Ford	$43,132.00
Palmetto Distributors	4,355.56
Light-N-Up	480.00

A Budgetary Amendment Resolution (BAR) will be submitted to have appropriate funding for these vehicles. Upon approval, funds will be appropriated in the following account:

2641-151200-5A8399	LE School District #5	(2) Vehicles with Accessories	$47,967.56

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

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

COUNTY OF LEXINGTON
Procurement Services

MEMORANDUM

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

DATE: September 10, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **Fleet Vehicle Additions – Sheriff's Department**

We are in receipt of a purchase request for two (2) New 2008 Ford F-250 8,600 GVWR Cab and Chassis for the Sheriff's Department. These vehicles are being purchased from Burns Automotive through South Carolina State Contract Number 07-S7329-A12798. The vehicles will require emergency equipment, which is available from Palmetto Distributors through South Carolina State Contract Number 05-S6656-A1104. The installation of the emergency equipment and accessories will be purchased from Light-N-Up through County Contract Number C05011-02/09/05B. The grant procedures have been approved by the South Carolina Department of Public Safety. These vehicles are recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager. The total cost including applicable sales tax is $52,371.70.

It is recommended that the award be made to multiple vendors as follows:

Burns Automotive	$47,122.00
Palmetto Distributors	4,769.70
Light-N-Up	480.00

Funds are appropriated in the following accounts:

2490-151200-5A8274	Multi Crime Scene Investigation
(2) Crime Scene Response Vans/Equipment	$47,602.00
2490-151200-5A8275	Multi Crime Scene Investigation
(2) Lights, Sirens, Speakers and Accessories	$4,769.70

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

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

COUNTY OF LEXINGTON
Procurement Services

MEMORANDUM

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

DATE: September 12, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **Fleet Vehicle Replacement – Sheriff's Department**

We are in receipt of a purchase request for one (1) New 2008 Ford F-150 ½-Ton Pickup Truck 2-WD for the Sheriff's Department. This vehicle is being purchased from Vic Bailey Ford through South Carolina State Contract Number 07-S7328-A12755. This vehicle will require emergency equipment, which is available from Palmetto Distributors through South Carolina State Contract Number 05-S6656-A1104. The installation of the emergency equipment and accessories will be purchased from Light-N-Up through County Contract Number C05011-02/09/05B. This vehicle replaces a 1998 Crown Victoria and is recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager. The total cost including applicable sales tax is $22,454.76.

It is recommended that the award be made to multiple vendors as follows:

Vic Bailey Ford	$21,155.00
Palmetto Distributors	1,059.76
Light-N-Up	240.00

Funds are appropriated in the following accounts:

2632-151300-5A8280	LE/Inmate Services	(1) Unmarked Vehicle	$22,454.76

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

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

COUNTY OF LEXINGTON
Procurement Services

MEMORANDUM

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

DATE: September 12, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **Fleet Vehicle Addition/Replacement – Solicitor's Office**

We are in receipt of purchase requests for one (1) addition and one (1) replacement fleet vehicles for the Solicitor's Office. The vehicles requested are being purchased through South Carolina State Contracts. These vehicles are recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager.

The cost for the 2008 Chevrolet Impala Sedan including applicable sales tax is $15,515.00. The cost for the 2008 Chevrolet Trailblazer 2-WD Utility Vehicle including applicable sales tax is $18,998.00. The Trailblazer is replacing a 1999 Chevrolet Tahoe. The total cost including applicable sales tax for both vehicles is $34,513.00.

It is recommended that the award be made to multiple vendors as follows:

Love Chevrolet	$18,998.00
Capital Chevrolet	15,515.00

Funds are appropriated in the following accounts:

1000-141200-5A8159	Investigator	(1) Vehicle	$18,998.00
2469-141200-5A8241	Solicitor/Violent Crime Task Force	(1) Vehicle	15,515.00

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Donald Myers, Solicitor's Office
Ann Hubbard, Solicitor's Office
Ellis Gammons, Fleet Manager

COUNTY OF LEXINGTON
Procurement Services

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

DATE: September 12, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **(1) WebTRAX Software**
Community Development Department

We received a requisition for the purchase of (1) WebTRAX Software for Community Development. Phase I of the WebTRAX development tracking software was created in 2004 through the desire of County Council to provide developers and design engineers with a means of tracking their projects through the various phases of the County's development review process. During the years of 2005 and 2006 Phases II and III were completed. Phase IV incorporates a code enforcement and complaint module into the WebTRAX system. Currently, there is no systemized method of tracking code enforcement complaints between the Zoning Office, Building Inspections and Safety Office, and the Codes Enforcement Division of the Sheriff's Department. Development of a code enhancement module will provide an electronic tracking and reporting system for code and ordinance violations. This will improve the electronic communication between Community Development and Code Enforcement Office.

This software will be purchased from US Computing Incorporated through South Carolina State Contract Number 99-S1548-A9179. The total cost of this software including applicable tax is $23,000.00.

Funds are appropriated in the following account:

1000-101610-5A8016 (1) WebTRAX Software $23,000.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Ronald Scott, Community Development Director
Bruce Hiller, Community Development

COUNTY OF LEXINGTON
Procurement Services

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

DATE: September 11, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **Hot/Cold Vacuum Press Replacement – Planning & GIS Department**

We have received a purchase request for one (1) Hot/Cold Vacuum Press for the Planning & GIS Department. This press will be used to mount presentations, create displays and glue up zoning amendment and variance signs. The current vacuum frame was purchased in the late 1970's and after 28 years of use, it is beyond repair. We received three (3) bids (see attached bid tabulation).

It is our recommendation to award this bid to Palmetto Framing Supplies as the lowest responsible bidder for a total amount of $5,865.74, including applicable sales tax.

Funds are appropriated in the following account:

1000-101600-5A8012	(1) Hot/Cold Vacuum Press	$5,865.74

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Charlie Compton, Planning & GIS

09/11/07
jab

County of Lexington

Bid Tabulation

HOT/COLD VACUUM PRESS

		Palmetto Framing Supplies		G & G Moulding		AllSquare Computer Tech	
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Press	$4,891.00	$4,891.00	$5,449.74	$5,449.74	$5,395.00	$5,395.00
1	Stand	$425.00	$425.00	$432.22	$432.22	$440.00	$440.00
1	Tacking Iron	$76.00	$76.00	$76.48	$76.48	$74.00	$74.00
1	Sponge Overlay	$38.00	$38.00	$27.60	$27.60	$26.00	$26.00
2	Release Boards	$26.00	$52.00	$18.05	$36.10	$16.00	$32.00
	Sub-total		$5,482.00		$6,022.14		$5,967.00
	Tax		$383.74		$421.55		$417.69
	Total		$5,865.74		$6,443.69		$6,384.69

Janice A. Bell, CPPB
Procurement Officer

COUNTY OF LEXINGTON
Procurement Services

MEMORANDUM

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

DATE: September 11, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **High Density Polyethylene (HDPE) Smooth Type S Pipe - Public Works**
BID NO. C08006-08/30/07B

Competitive bids were solicited and advertised for a term contract for HDPE Smooth Type S Pipe for the Public Works Department.

We received five (5) bids (see attached bid tabulation). Bids were evaluated by John Fecthel, Director of Public Works and Janice A. Bell, Procurement Officer. It is recommended that the award be made to Ferguson Waterworks as the lowest bidder meeting specifications. The cost of this material is based on estimated quantities projected for use by the Public Works Department for a period of one (1) year. It is estimated that the annual value of this contract is $85,885.90 including applicable sales tax.

It is our recommendation to award this term contract for the initial period of one (1) year with the option to extend the contract for four (4) additional one year periods if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

Attachment

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

c08006
jab
08/30/07

County of Lexington

Bid Tabulation

C08006-08/30/07

HDPE SMOOTH TYPE S PIPE

		Mid-Atlantic Drainage		Consolidated Pipe		Pipeline Supply Co		Ferguson Waterworks		WP Law	
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
400	12" Pipe	$5.00	$2,000.00	$4.76	$1,904.00	$4.86	$1,944.00	$4.57	$1,828.00	$4.80	$1,920.00
800	15" Pipe	$6.48	$5,184.00	$6.14	$4,912.00	$6.27	$5,016.00	$5.89	$4,712.00	$6.20	$4,960.00
1000	18" Pipe	$8.27	$8,270.00	$8.51	$8,510.00	$8.78	$8,780.00	$8.25	$8,250.00	$9.46	$9,460.00
1200	24" Pipe	$14.44	$17,328.00	$13.46	$16,152.00	$13.90	$16,680.00	$13.06	$15,672.00	$13.75	$16,500.00
400	30" Pipe	$21.92	$8,768.00	$20.74	$8,296.00	$21.20	$8,480.00	$19.90	$7,960.00	$20.97	$8,388.00
180	36" Pipe	$28.38	$5,108.40	$25.74	$4,633.20	$26.33	$4,739.40	$24.72	$4,449.60	$26.04	$4,687.20
380	48" Pipe	$45.56	$17,312.80	$42.03	$15,971.40	$42.95	$16,321.00	$40.32	$15,321.60	$38.76	$14,728.80
600	42" Pipe	$40.97	$24,582.00	$38.35	$23,010.00	$39.18	$23,508.00	$36.79	$22,074.00	$42.48	$25,488.00
	Sub-total		$88,553.20		$83,388.60		$85,468.40		$80,267.20		$86,132.00
	Tax		$6,198.72		$5,837.20		$5,982.79		$5,618.70		$6,029.24
	Total		$94,751.92		$89,225.80		91,451.19		$85,885.90		$92,161.24

Bids opened: August 30, 2007

Janice A. Bell, CPPB
Procurement Officer

COUNTY OF LEXINGTON
Procurement Services

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

DATE: September 13, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **(15) Dell OptiPlex 320 Desktop Computer Replacements – Various Departments Information Services**

We have received a purchase request for fifteen (15) Dell OptiPlex 320 Desktop Computers for various departments. These will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #05-S6656-A11104.

Mike Ujcich, Chief Information Officer, and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase.

The total cost including applicable sales tax is $11,164.05.

Funds are appropriated in the following accounts:

1000-101610-5A8015	Community Development	(2) Personal Computers & Monitors	$1,488.54
1000-101400-5A8005	Finance	(6) Personal Computers & Monitors	$4,465.62
1000-101500-5A8007	Human Resources	(5) Personal Computers & Monitors	$3,721.35
1000-121100-5A8068	Public Works	(1) Personal Computer & Monitor	$ 744.27
2613-141200-5A8233	Solicitor	(1) Personal Computer & Monitor	$ 744.27

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

COUNTY OF LEXINGTON
Procurement Services

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

DATE: September 13, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Janice A. Bell, CPPB
Procurement Officer

SUBJECT: **(6) Fujitsu Lifebook T4220 Tablet Personal Computers – Various Departments Information Services**

We have received a purchase request for six (6) Fujitsu Lifebook T4220 Tablet Personal Computers for various departments. These will be purchased from Howard Computers through the South Carolina State Contract #05-S6656-A11320.

Mike Ujcich, Chief Information Officer, and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase.

The total cost including applicable sales tax is $14,115.44.

Funds are appropriated in the following accounts:

1000-102000-5A8029	Register of Deeds	(1) Tablet PC with Accessories	$2,276.96
2400-181200-5A8288	Urban Entitlement	(1) Tablet PC	$2,276.96
5700-121201-5A8318	Solid Waste	(1) Laptop Computer	$2,276.96
1000-102100-5A8044	Information Services	(1) Tablet PC & Docking Station	$2,276.96
1000-151100-5A8394	Sheriff's Department	(2) Laptop Computers	$5,007.60

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on September 25, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

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

COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING MAP AMENDMENT APPLICATION # **M07-06**

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

1629 Lake Murray Blvd., Columbia 29212

Zoning Classifications: (Current) C1 - Neighborhood Commercial (Proposed) ID - Intensive Development

TMS#: 001998-02-045 Property Owner: Jo-Lin's, Inc.

Reason for the request: I am wishing to relocate my sign company to this location and am also conidering some speculative development in conjunction with my business.

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: 5/14/07 Applicant: Owner ☐ Agent ☒

Phone #(s): work (803) 407-9284 _____ _____

Signature: _____ Printed Name: Barry Johns

Street/Mailing Address: 1247-B Lake Murray Blvd., Irmo 29063

5/14/07	Application Received
7/05/07	Newspaper Advertisement
7/09/07	Notices Mailed

5/17/07	Fee Receipted
7/05/07	Property Posted
8/16/07	Planning Commission

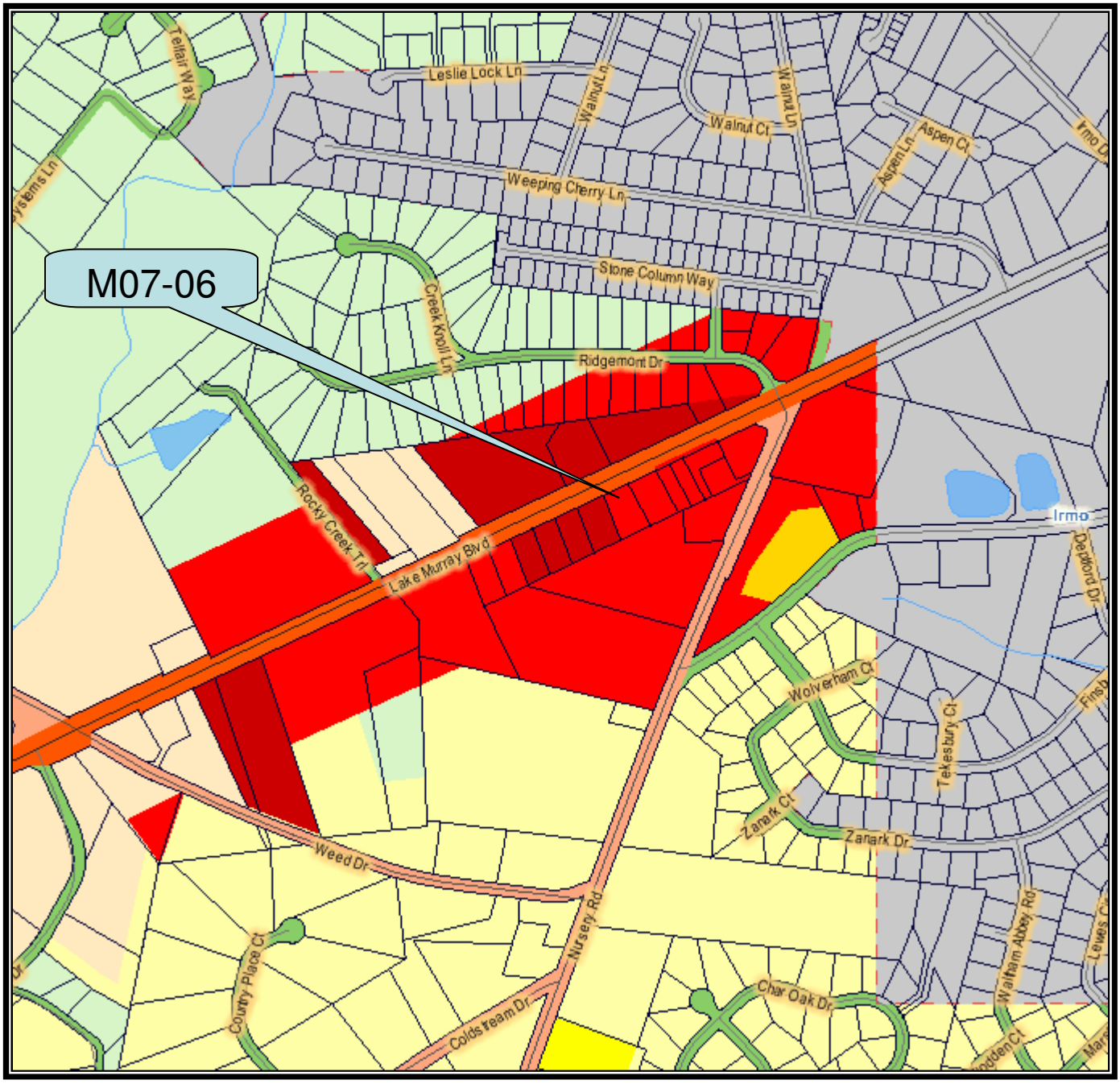
Planning Commission Recommendation: 6 – 0 for approval

6/12/07	First Reading	7/24/07	Public Hearing	8/28/07	Second Reading		Third Reading

Results: _____

_____

Zoning Map Amendment Application M07-06



ZONING LEGEND

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

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 07-10

AN ORDINANCE TO DETERMINE THE NUMBER OF PETS LOCATED IN LEXINGTON COUNTY.

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

WHEREAS, the County of Lexington does not presently have a means to determine the number of ~~animals~~ pets that are located in Lexington County; and

WHEREAS, it would serve the public interest for the County to establish a database as to the number of pets that are located in Lexington County;

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

SECTION 1. Recording Requirement for Pet Veterinarians.

All licensed veterinarians that provide rabies vaccinations within the county shall transmit complete and legible copies of all rabies vaccination certificates for the previous 6 months to the County Animal Services' Coordinator within 30 days from the effective date of this Ordinance. The rabies vaccination certificate shall include:

(a) Name, sex, breed, age, weight, color, and whether the pet has been spayed or neutered and ~~whether the pet has had a rabies shot~~;

(b) Name, address and telephone number of owner.

The above information of additional pets vaccinated for rabies by the veterinarians shall be submitted by the 10th day of each month for the previous month's vaccinations thereafter.

SECTION 2. Jurisdiction.

This Ordinance shall be effective within the unincorporated areas of the County and any incorporated area that is under the jurisdiction of the Lexington County Animal Control Ordinance.

SECTION 3. Effective date.

This Ordinance shall be effective upon its enactment.

Enacted this _____ day of _____, 2007.

_____
William C. Derrick, Chairman

ATTEST:

_____
_____, Clerk

First Reading:_____

Second Reading:_____

Public Hearing:_____

Third & Final Reading:_____

Filed w/Clerk of Court:_____

ORDINANCE NO. 07-03

AN ORDINANCE AMENDING THE ANIMAL CONTROL ORDINANCE.

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

The following shall be added to Section 10-31—Definitions:

Section 1. **Shelter** – Shall be defined as a structure appropriately sized for the ~~animal~~ pet to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for ingress and egress and a dry floor so as to protect the ~~animal~~ pet from the elements of weather.

Section 2. The following section shall be added as Section 10.41 and current 10.41 shall be renumbered as Section 10.42 and current Section 10.42 shall be renumbered as 10.43

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any pet, on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, ~~or at any flea market,~~ fair or carnival.

(b) No Person shall offer a pet as an inducement to purchase a product, commodity or service.

(c) A flea market pet sale vendor must:
1. Possess a valid registration with Lexington County Animal Services.
2. Display, at all times, the Lexington County Animal Services' registration certificate at the booth.
3. Permit kennel and booth inspections by Lexington County Animal Services upon request.

(d) Licensed pet shops, commercial kennels, county animal shelters, and licensed pet rescue organizations may be exempt from the requirements of this section with prior written approval from the animal services director or designee. The written approval document must be kept on site and produced upon request to law enforcement and code enforcement personnel.

Section 3. Section 10.41(d) [herein amended to be 10.42(d)] is amended to add the following sentence to the end of this subsection:

Further, after reasonable attempts to capture and/or restrain unsuccessfully a pet in violation of ~~any~~ section 10-34 Restraint and Confinement ~~of this article~~ (by physical means and/or trapping), as a last resort, petition the Magistrate to have the pet destroyed.

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: _____

LEXINGTON COUNTY
ANIMAL SERVICES

321 Ball Park Rd. Lexington, SC 29072
(803) 785-8149
Fax #(803) 785-8561

Flea Market Pet Vendor Application

Business Name: _____ Phone #: _____

Business Address: _____

_____

Name of Flea Market: _____ Booth #: _____

Address of Flea Market: _____

_____

Phone Number of Flea Market: _____

Federal Tax I.D. #: _____

South Carolina Tax Retail License #: _____

Applicant Name: _____ SCDL#: _____

Applicant Address: _____

_____

Home Phone #: _____ Cell #: _____

Address of Kennels: _____

_____

Breeds of Pets to be sold: _____

_____

_____

Name of Veterinarian: _____ Phone #: _____

Address: _____

_____

To the best of my knowledge the above information is correct. I consent to random inspections of kennels and booth by Lexington County Animal Services.

_____ _____

Signature Date

_____

Print

Ordinance No.: 07-09

AN ORDINANCE AMENDING ORDINANCE NO. 05-15 (ORDINANCE GOVERNING FALSE FIRE ALARMS)

Whereas the County enacted a False Alarm Ordinance in 2005; and

Whereas, the County has determined that there need to be some modifications to the existing False Alarm Ordinance;

Now therefore pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, be it enacted by the County Council of Lexington County as follows:

Section 1: Definitions Shall be Amended as Follows:

A) The definition of *Alarm malfunction* is deleted in its entirety.

~~*Alarm malfunction* means the activation of security or fire alarm system which results in the response by law enforcement or public safety caused by mechanical failure, malfunction, improper installation, or lack of proper maintenance, or any other response for which the responding personnel are unable to gain access to the premises for any reason, or are unable to determine the apparent cause of the alarm activation.~~

B) *False alarm* is amended to read as follows:

False alarm means the activation of any security or fire alarm system which results in the response of law enforcement or public safety to the alarm location, caused by mechanical or electronic failure, malfunction, improper installation of the alarm system. The negligence or intentional misuse of the system by the owner or his or her employees, servants, agents or any other activation not caused by forced entry, attempted forced entry or criminal act ~~exclusive of alarm malfunctions as defined above.~~ An activated alarm in not considered a false alarm in the alarm is activated due to malicious cause beyond the control of the owner, or to acts of God beyond the control of the owner such as lightning strikes or severe weather conditions.

C) *False Alarm Coordinator*:

False Alarm Coordinator means a person or persons designated by the County Administrator and Sheriff of Lexington County, to administer, control and review false alarm reduction efforts and administer the provisions of this ordinance.

Section 2: Section 3; Duty of owner, occupant, or lessee of premises:

(b) is Amended to read:

(b) Owners or lessees of existing alarm systems shall have 30 days from installation or modification to comply with the above notice requirements. ~~Further, within ninety (90) days of the adoption of this ordinance, all owners and lessees of alarms systems must notify Lexington County Communications of the location of their alarms system, the name of the monitoring company, and provide a minimum of three key holders available to respond to the location at any time during the day or night upon request.~~

(e) is Amended to read as follows:

(e) The owner or lessee of every place of business which utilizes an alarm system shall provide, visible from the exterior of such business and adjacent to the main entrance, a minimum of three current working telephone numbers of persons o be notified in case of emergency or in lieu thereof have on file with the alarm monitoring company for the alarm system, ~~County Communications~~, three current working telephone numbers of persons to be notified in a case of emergency.

(f) **Is deleted in its entirety and is amended to read as follows:**

~~In the event of an alarm activation deemed by the responding department to be the result of an alarm malfunction, the owner will be served an "alarm cause and corrective action" form by the responding department, indicating that the activation was deemed to be the result of a malfunction, and requiring the owner to return the completed "alarm cause and corrective action" form within 20 days of such alarm activation which can verify to the satisfaction of the responding department official that the alarm system in question has actually been examined by an alarm technician and that a bona fide attempt has been made to identify and correct any defect of design, installation or operation of the alarm system which was identifiable as the cause of the alarm malfunction. Failure to return an "alarm cause and corrective action" form within such 20 day period which is satisfactory to the responding department official will result in assessment against the owner of a fine of $100.00 for the alarm malfunction.~~

(f) When any three or more false alarms occur by an alarm system at the same premises in one calendar year, upon written request by the false alarm coordinator, the alarm user or owner shall submit to the false alarm coordinator a letter specifying what corrective action has been taken to prevent future false alarms.

Section 3: The False Alarm Fee Chart under Section 5 (a) is amended to read as follows:

Number of false alarm	Fee per false alarm
Third	$25.00~~$ 50.00~~
Fourth	75.00
Fifth	100.00
Sixth, Seventh, Eighth, and Ninth ~~and above~~	$150.00 ~~200.00 each~~
Tenth and above	$300.00 each

Section (b) under Section 5 is deleted in its entirety:

~~(b) Alarm malfunction administrative fee. As to all alarm malfunctions responded to by law enforcement or public safety, the owner shall be assessed an administrative fee of $100.00, unless within 20 days he returned to the responding department an "alarm cause and corrective action" form deemed satisfactory by the responding department official.~~

~~For those alarm malfunctions that the owner returned a satisfactory "alarm cause and corrective action" form, alarm malfunctions furing each calendar year shall be exempt from any fees in excess of the administrative fee schedule set forth in this subsection. In those cases in which the owner provided the department official with a satisfactory "alarm cause and corrective action" form, the following administrative fee shall be paid.~~

~~ADMINISTRATIVE FEE SCHEDULE~~

~~Number of false alarm malfunctions~~	Fee
~~Third~~	~~$25.00~~
~~Fourth~~	~~$25.00~~
~~Fifth~~	~~$25.00~~
~~Sixth and above~~	~~$25.00~~

A new Section (b) shall be added to read as follows:

(b) It is the responsibility of each alarm owner to monitor the occurrences of false alarms on its premises. After the false alarm coordinator has recorded two false alarm occurrences within a calendar for a given alarm user, the false alarm coordinator shall notify the alarm user, in writing, by first class mail or hand delivery, that additional alarm occurrences will result in the imposition of fees in accordance with the above fee schedule. Failure to receive such notification does not waive or nullify any fees.

Such fees will be invoiced periodically as determined by the false alarm coordinator.

The subsequent subsections of Section 5 shall be renumbered accordingly.

Section (e) is added as follows:

(e) If cancellation occurs from the alarm monitoring company prior to law enforcement/fire personnel arriving at the scene, this is not a False Alarm for the purpose of fees, and no fees will be assessed.

Section 4: Section 6 (a) (1) is amended to read as follows:

(1) Failure to make all requirements or pay the fees provided for in this chapter within 120 ~~15~~ days of the charging of the fees; or

Section 6 (a) (2) is deleted in its entirety.

~~(2) Failure of the owner to provide a written alarm cause and corrective action form as required by this chapter; or~~

Section 6(a) (3) is amended to read as follows:

(2) ~~(3)~~ A false alarm ~~or alarm malfunction~~ at a premises for which a fee is charged pursuant to this chapter as a result of the failure of the owner to take corrective action to eliminate the cause of the false alarm; or

The remaining numbers of Section 6 are renumbered to correspond with the changes.

Section 5: Section 7 (a) and 7(b) are amended to read as follows:

(a) The county administrator or designee will serve as hearing officer for appeals from owners that have been noticed to disconnect or deactivate an alarm system or have been assessed fees for ~~alarm malfunctions or~~ false alarms. If the county manager elects a designee to serve as hearing officer, that designee shall not be with the sheriff's or public safety departments.

(b) An appeal must be in writing, submitted to county administration, stating the reasons why the order to disconnect or deactivate should be withdrawn, and shall be made within 15 days of the date of the notice to disconnect or receipt of any

false alarm ~~malfunction~~ report. The alarm user shall have the burden of proof by preponderance of the evidence.

Section 6: Section 17 shall be added to state as follows:

Jurisdiction: The provision of this Ordinance shall be applicable within the unincorporated areas of Lexington County and, also, as to false fire alarms shall be applicable within the Lexington County fire service area.

This Ordinance shall be effective upon its enactment.

Enacted this _____ day of _____, 2007.

_____
William C. Derrick, Chairman

ATTEST:

_____
_____, Clerk

First Reading:_____

Second Reading:_____

Public Hearing:_____

Third & Final Reading:_____

Filed w/Clerk of Court:_____

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 07-12

AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO PEGGY WILLIAMSON.

WHEREAS, the County of Lexington (hereinafter "the County") is the owner of the property located in the Town of Swansea that was formerly used as a library; and

WHEREAS, the Swansea Library has been moved to a new location, and the County has no need for the existing building and property; and

WHEREAS, the County of Lexington deems it to be in the public's best interest to sell the subject property to the highest bidder;

NOW, THEREFORE, pursuant to the authority granted by South Carolina Code § 6-25-128, be it ordained and enacted by the Lexington County Council as follows:

Section 1. The Lexington County Council hereby approves the Contract of Sale attached hereto as Exhibit A and the conveyance of the property described therein to Peggy Williamson.

Section 2. The Chairman of the Lexington County Council is authorized and directed to execute and deliver a Deed and any other closing documents necessary to complete the sale of the property described in the Contract of Sale attached hereto as Exhibit A to Peggy Williamson.

Enacted this _____ day of _____, 2007.

_____
William C. Derrick, Chairman

ATTEST:

_____
_____, Clerk

First Reading:_____

Second Reading:_____

Public Hearing:_____

Third & Final Reading:_____

Filed w/Clerk of Court:_____

STATE OF SOUTH CAROLINA)
) **CONTRACT OF SALE**
COUNTY OF LEXINGTON)

AGREEMENT made this _____ day of _____, 2007, by and between **Peggy Williamson** (hereinafter referred to as "Purchaser") and **County of Lexington, South Carolina** (hereinafter referred to as "Seller"):

1. OFFER AND DESCRIPTION. Purchaser agrees to buy and Seller agrees to sell all that certain piece, parcel or lot of land, situated in the County of Lexington, State of South Carolina, more particularly described as follows:

> That certain Lot A as shown on Plat recorded in the Office of the Register of Deeds for Lexington County in Plat Book 197 at page 65. This being the identical property conveyed to County of Lexington, South Carolina by Deed recorded in the Office of the Register of Deeds for Lexington County in Deed Book 1650 at page 288.
>
> TMS # 013020-05-006

This sale is being made and the conveyance of title is to be made subject to all covenants of record including but not limited to easements and restrictions of record (provided such covenants do not make the title unmarketable) and to all applicable governmental statutes, ordinances, rules and regulations.

2. CONSIDERATION. The purchase price for the real property above described is Thirty-six Thousand One Hundred and no/100 ($36,100.00) Dollars, payable at closing.

3. DATE OF CLOSING. The closing date for this transaction shall be within thirty (30) days from the date Seller obtains approval from the Lexington County Council to sell the subject property to the Purchaser.

4. OFFER TO PURCHASE TO REMAIN OPEN. The parties hereto agree that the offer to purchase the subject property shall remain open for a period of ninety (90) days

following the execution of this Contract of Sale by the Purchaser in order to allow the Seller sufficient time to proceed with its legally required process of selling property. The Purchaser understands that the Seller must follow statutory procedures to approve and execute this Contract. Therefore, Purchaser shall not revoke this offer to purchase until Seller has had opportunity and time to follow this procedure, which shall be no later than sixty (60) days after execution by Purchaser.

5. CLOSING COSTS. It is understood and agreed that the Purchaser will pay for deed stamps and any and all other closing costs connected with the closing of this transaction.

6. CONDITION OF PROPERTY. Seller represents that it is not aware of and has not caused to be put any hazardous substances on or in the groundwater of the subject property. "Hazardous substances" is defined as any substances on the list of hazardous substances by DHEC. The property is sold in "as is" condition.

7. CONVEYANCE. The Seller agrees to convey by marketable title and deliver a proper limited warranty deed, free of encumbrances, except as stated herein, upon completion of this Contract. In the event marketable title cannot be given, Seller shall have no obligation to cure such defect, the Contract shall be voided, and Purchaser shall be refunded any earnest money paid. Purchaser shall be responsible for any costs that Purchaser may have incurred.

8. FAÇADE IMPROVEMENT. Purchaser shall comply with all terms of the Façade Improvement Agreement signed by the County.

9. DEFAULT. In the event the Purchaser fails or defaults, then any sums paid by it under this Contract shall remain the property of the Seller, and Seller may pursue any

available legal remedies. In the event of default by Seller, Purchaser may pursue any remedy available at law or in equity except as otherwise provided herein in the event of a title defect. In the event litigation is commenced to enforce any rights under this agreement or to pursue any other remedy available to either party, all reasonable legal expenses and other direct costs of litigation of the prevailing party shall be paid by the other party.

10. BROKERAGE COMMISSION. There are no brokers involved in this transaction.

11. SURVIVAL. The terms of this Contract shall survive the closing.

12. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

WITNESS the hands and seals of the Seller and Purchaser this _____ day of _____, 2007.

WITNESSES:

_____

_____
As to Purchaser

PURCHASER:

_____
Peggy Williamson

SELLER:

County of Lexington, South Carolina

By:_____
Name:_____
Title:_____

_____

_____
As to Seller