

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, February 24, 2009
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. - 1:30 p.m. - Economic Development

- (1) Project Kaliper Incentive Request - Economic Development - Chuck Whipple, Senior Project Manager and Stephen Roddey, Senior Project Manager - Central SC Alliance **A**
- (2) Agreement Concerning Distribution of Fee-in-Lieu of Taxes for Owen Electric Steel Company of South Carolina d/b/a/ CMC Steel South Carolina for the City of Cayce..... **B**
- (3) Approval of Minutes - Meeting of January 13, 2009 **C**
- (4) Old Business/New Business
- (5) Adjournment

1:30 p.m. - 1:40 p.m. - Planning & Administration

- (1) Zoning Map Amendment M08-13 - Stagecoach Road - 2nd Reading - Community Development - Walt McPherson, Zoning Administrator..... **D**
- (2) Zoning Text Amendment T08-12 - (Article 12 - Administration, Chapter 3 - Amendments, Section 123.13) (Goal 2) - 2nd Reading - Planning & GIS - Charlie Compton, Director **E**
- (3) Old Business/New Business - Land Use Growth
- (4) Adjournment

1:40 p.m. - 1:50 p.m. - Justice

- (1) Highway Safety DUI Enforcement Grant Application (Goal 3) - Sheriff's Department - Col. Allan Paavel **F**
- (2) Palmetto Pride Enforcement Grant Award (Goal 3) - Sheriff's Department - Col. Allan Paavel..... **G**
- (3) Approval of Minutes - Meeting of January 13, 2009 **H**
- (4) Old Business/New Business - Public Defender
- (5) Adjournment

1:50 p.m. - 2:20 p.m. - Health & Human Services

- (1) Ordinance 08-16 - An Ordinance to Amend the Lexington County Code of Ordinances, Chapter 14, Building and Building Regulations; by Adding a New Article Therein for the Purpose of Establishing Regulations and Requirements Related to Smoking in Retail Food Establishments in the Unincorporated Areas of Lexington County **I**
- (2) Old Business/New Business
- (3) Adjournment

2:20 p.m. - 2:55 p.m. - Public Works

- (1) Intergovernmental Agreement for Assistance with NFIP Program Between Lexington County and the Towns of Chapin, Gilbert, Summit, Pine Ridge, Swansea, and Irmo (Goal 2) - Public Works/Stormwater Management - Chris Stone, Floodplain Manager **J**
- (2) Consideration of Derrick Hollow Road Paving - Public Works - John Fechtel, Director **K**
- (3) Swansea Enhancement Grant Application - Public Works - John Fechtel, Director **L**
- (4) Traffic Signal - Lexington County School District 3 - Public Works - John Fechtel, Director **M**
- (5) Approval of Minutes - Meeting of January 13, 2009 **N**
- (6) Old Business/New Business - Traffic Congestion, Alternate Paving, SCDOT Snow & Ice Removal Contract
- (7) Adjournment

2:55 p.m. - 3:05 p.m. - Solid Waste

- (1) DHEC Used Oil Grant Application (Goal 3) - Solid Waste Management - Dave Eger, Director **O**
- (2) DHEC Solid Waste Management Grant Application (Goal 3) - Solid Waste Management - Dave Eger, Director **P**
- (3) DHEC Solid Waste Tire Grant Application (Goal 3) - Solid Waste Management - Dave Eger, Director **Q**
- (4) Approval of Minutes - Meeting of January 13, 2009 **R**
- (5) Old Business/New Business
- (6) Adjournment

3:05 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Fallen, but not Forgotten: A Project for Lexington School District 1 Students - Daniel Hennigan
- (2) Tourism Economic Update - Capital City Lake Murray Country - Miriam Atria, President & CEO
- (3) County of Lexington Wrecker Regulations (Public and County-Owned Vehicles) (Goal 1) - Joe Mergo, Deputy County Administrator **S**
- (4) Approval of Minutes - Meeting of January 13, 2009 **T**
- (5) Old Business/New Business - Dress Code, Tax Installment Payments
- (6) Adjournment

Economic Development

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

Justice

J. Kinard, Chairman
S. Davis, V Chairman
B. Derrick
B. Keisler
D. Summers

Public Works

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

Committee of the Whole

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

Planning & Administration

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

Health & Human Services

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

Solid Waste

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, February 24, 2009

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

Recognition of Supporters of Kid's Kamp - The Honorable Mac Toole

Presentation to County Council

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

AppointmentsU

Bids/Purchases/RFPs

- (1) One (1) Document Management/Workflow System and Pilot Project - Information Services **V**
- (2) Request for Approval to Utilize Competitive Sealed Proposals - Sheriff's Department **W**
- (3) Waterproofing of the Lexington Courthouse - Building Services **X**

Approval of Minutes – Meeting of January 27, 2009.....Y

Committee Reports

Economic Development, B. Banning, Sr., Chairman

- (1) Agreement Concerning Distribution of Fee-in-Lieu of Taxes for Owen Electric Steel Company of South Carolina d/b/a/ CMC Steel South Carolina - **Tab B**

Planning & Administration, S. Davis, Chairman

- (1) Zoning Map Amendment M08-13 - Stagecoach Road - 2nd Reading - **Tab D**
- (2) Zoning Text Amendment T08-12 - (Article 12 - Administration, Chapter 3 - Amendments, Section 123.13) - 2nd Reading - **Tab E**

Justice, J. Kinard, Chairman

- (1) Highway Safety DUI Enforcement Grant Application - **Tab F**
- (2) Palmetto Pride Enforcement Grant Award - **Tab G**

Public Works, T. Cullum, Chairman

- (1) Intergovernmental Agreement for Assistance with NFIP Program Between Lexington County and the Towns of Chapin, Gilbert, Summitt, Pine Ridge, Swansea, and Irmo - **Tab J**
- (2) Swansea Enhancement Grant Application - **Tab L**

Solid Waste, J. Jeffcoat, Chairman

- (1) DHEC Used Oil Grant Application - **Tab O**
- (2) DHEC Solid Waste Management Grant Application - Solid Waste Management - **Tab P**
- (3) DHEC Solid Waste Tire Grant Application - **Tab Q**

Committee of the Whole, D. Summers, Chairman

- (1) County of Lexington Wrecker Regulations (Public and County-Owned Vehicles) - **Tab S**

Ordinance

- (1) Ordinance 09-03 - An Ordinance to Amend the Lexington County Wrecker and Towing Services Ordinance - 3rd and Final Reading.....**Z**

Budget Amendment Resolutions

6:00 P.M. - Public Hearings

- (1) Zoning Map Amendment M09-01 - 2468 N. Lake Drive, Columbia, SC 29212.....**1**
- (2) Ordinance 08-19 - An Ordinance to Amend No. 95-12, as Amended by Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties so as to Enlarge the Park to Add Certain Property Owned by or Leased to Owen Electric Steel Company of South Carolina (DBA CMC Steel South Carolina) or Affiliates.....**2**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

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

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TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

REPLY TO:

Danny C. Crowe

DCrowe@TurnerPadget.com
Writer's Direct Dial: (803) 227-4239
Direct Fax: (803) 400-1471

February 5, 2009

VIA HAND DELIVERY

Jeffrey M. Anderson, Esquire
Nicholson, Davis, Frawley, Anderson & Ayer
140 East Main Street
Lexington, SC 29071

Re: Lexington County/City of Cayce Agreement on distribution of FILOT

Dear Jeff:

Enclosed are two duplicate originals of the Distribution Agreement (referenced in the Resolution as attached) signed by Cayce's City Manager John Sharpe on February 4.

Once the County representative has signed, please provide me with one of the fully executed originals and I will forward it to the City. The other duplicate original, of course, will be the County's.

Also enclosed, for your file, are a certified copy of the Resolution and a certified copy of the Ordinance for this matter.

With kind regards, I am

Very truly yours,



Danny C. Crowe

DCC/lb
Enclosures

cc: John C. Sharpe, City Manager

BUSINESS • LITIGATION • SOLUTIONS

Bank of America Plaza • 17th Floor • 1901 Main Street (29201) • PO Box 1473 • Columbia, SC 29202
Phone (803) 254-2200 • Fax (803) 799-3957 • turnerpadget.com

Midlands area but wishes to avoid divesting itself of substantial ad valorem tax revenues without certain safeguards as set out herein; and

WHEREAS, the City is willing to consent to the inclusion in the Park of certain property of CMC Steel within the City but only on the condition that the City continue to receive from the County such proportion of fees and revenues received by the County from CMC Steel equal to that proportion the City would have received as taxes; and

WHEREAS, the County, in consideration of the City's consent on such condition, is willing to enter into this binding agreement as to distribution of fees in the manner desired by the City.

NOW, THEREFORE, for and in consideration of the premises hereinabove set forth and the mutual agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Section 1. The County, prior to its execution of this Agreement, will amend, if necessary, any applicable Ordinances of the County and its agreement with Calhoun County, so as to allow the County to enter into this Agreement binding the County to the distribution of FILOT as provided herein.

Section 2. The City will enact an Ordinance, effective upon the County's execution of this Agreement, consenting to the inclusion of certain property of CMC Steel into the Park.

Section 3. Effective upon the execution of this Agreement and continuing thereafter for the term of this Agreement, the County shall distribute to the City, from the total fees and revenues paid to the County Treasurer by CMC Steel (or its successors) under the FILOT Agreement (including any amendments thereto), that share of such total fees and revenues which bears the same proportion to such total fees and revenues as the City's current millage rate levy bears to the total of the millage rate levy of all taxing entities used in the calculation of the fees and revenues. It is the intent of the County and the City that the City shall be entitled to receive the proportional amount of such fees and revenues equal to the proportional amount the City would have received in ad valorem taxes on the property subject to the FILOT Agreement under the millage rate levy utilized in the calculation of the fees and revenues.

Section 4. The millage rate levy to be utilized in the calculation of the distribution to the City shall be fixed or adjusted in the same manner as the millage rate levy for the County is fixed or adjusted under the FILOT Agreement (including any amendments thereto).

Section 5. The calculation of the distribution to the City shall be based on the total fees and revenues paid to the County Treasurer by CMC Steel (or its successors) under the FILOT Agreement, subject only to deduction of the 1% of the total fee paid by the County to Calhoun County.

Section 6. Distributions to the City shall be paid by the County within five (5) business days of the receipt of fees and revenues by the County Treasurer.

Section 7. The City shall have the right, upon request, to examine, inspect and copy all records and documents of the County (including those of the County Treasurer) related to the calculation of any fees and revenues to be paid to the County by CMC Steel, the receipt of fees and revenues received by the County or the County Treasurer from CMC Steel, the calculation of distributions to the City or any other entities, and the distributions to the City or any other entities.

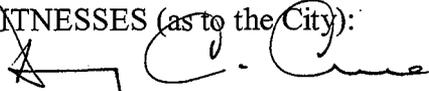
Section 8. The term of this Agreement shall be concurrent with the term of the FILOT Agreement, including amendments, between the County and CMC Steel (or its successors).

Section 9. This Agreement shall not be amended or modified except by a written document signed by the governing bodies of both the County and the City or by their duly authorized officials.

Section 10. The County and the City each represent that execution of this Agreement by its duly authorized official has been duly approved by Resolution of its governing body.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed by their duly authorized officials on the day and year written below.

WITNESSES (as to the City):

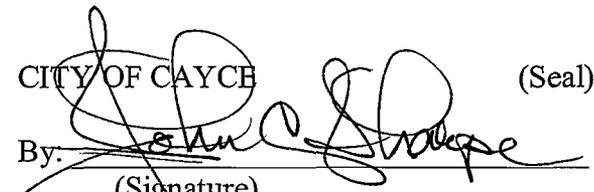




WITNESSES (as to County):

CITY OF CAYCE

(Seal)

By: 

(Signature)

Print name: John C. Sharpe

Its: City Manager

Date: 2-4-09

COUNTY OF LEXINGTON

(Seal)

By: _____

Print Name: _____

Its: _____

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, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # **M08-13**

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

Stagecoach Road

Zoning Classifications: (Current) Residential Local Four (RL4) (Proposed) Local (L)

TMS#: _____ Property Owner: _____

Reason for the request: Change of road classification to allow for salvage yard

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

Date of Application: 12/17/2008 Applicant: Property Owner Authorized Agent

Phone #(s): cell 803-269-4806 _____

Signature: _____ *Signature on File* Printed Name: Walter Durney

Street/Mailing Address: 212 Sausage Lane West Columbia, SC 29169

12/17/08	Application Received
01/22/09	Newspaper Advertisement
01/21/09	Notices Mailed

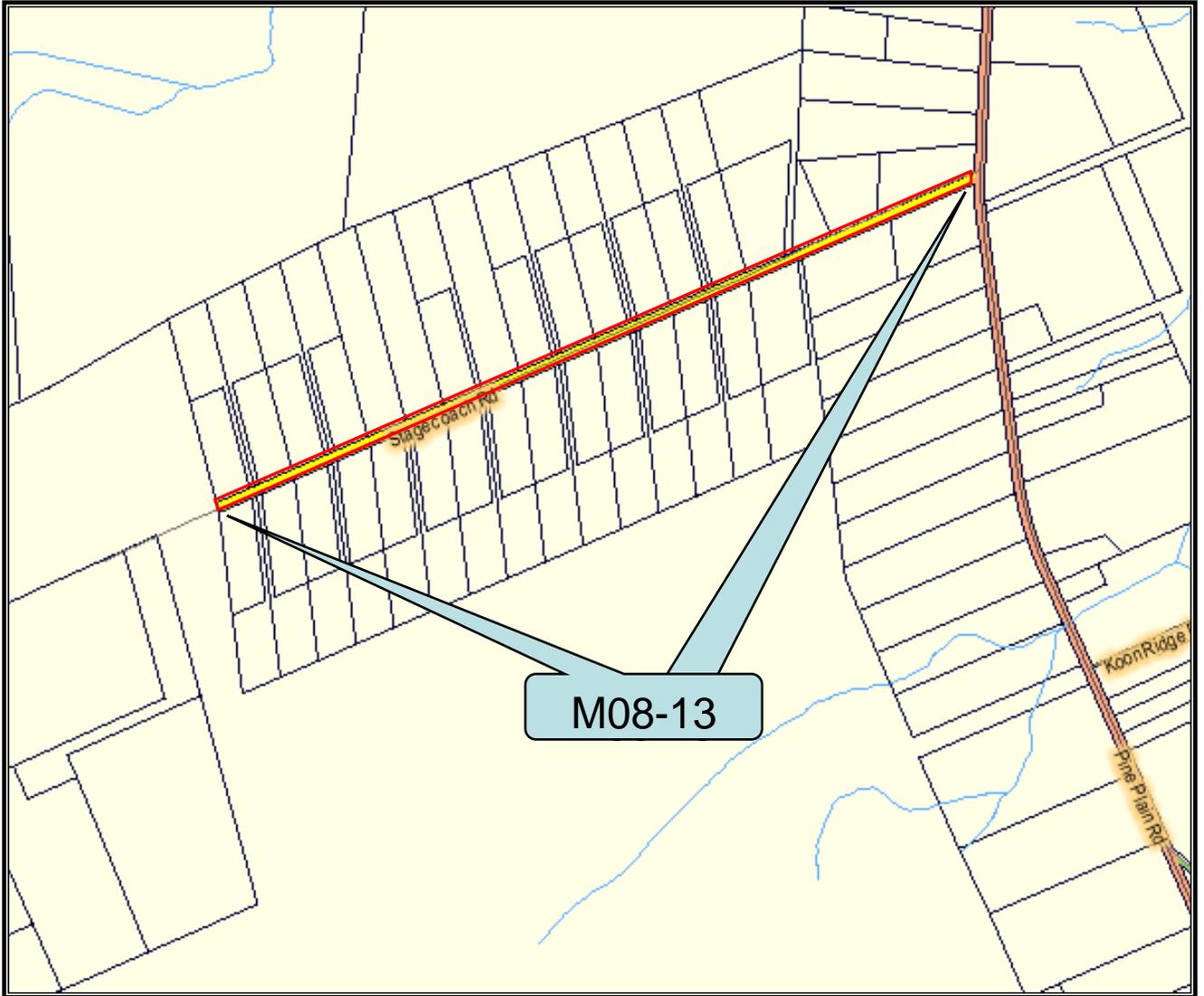
12/17/08	Fee Received
01/26/09	Property Posted
02/19/09	Planning Commission

Planning Commission Recommendation: Recommend denial by a 8-0 vote.

01/13/09	First Reading	02/10/09	Public Hearing		Second Reading		Third Reading
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Results: _____

Zoning Map Amendment Application M08-13



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

Zoning Map Amendment Application M08-13

Stagecoach Rd



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

Zoning Map Amendment Application M08-13

Stagecoach Rd



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



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING TEXT AMENDMENT APPLICATION # **T08-12**

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

ARTICLE 12 - ADMINISTRATION, Chapter 3 - Amendments, Section 123.13 - Public Hearing

Reason for the request: To replicate the authority granted by the South Carolina Code of Laws, Section 6-29-760.

Submitted on behalf of: County Council Planning Commission

Printed Name: Charles M. Compton Title: Planning & GIS Director

Signature: Signature on File

11/24/2008	Application Received	1/08/2009	Newspaper Advertisement
02/19/2009	Planning Commission		

Planning Commission Recommendation: Recommend approval by a 8-0 vote.

12/09/08	First Reading	1/27/09	Public Hearing	Second Reading	Third Reading
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Results: _____

Chapter 3. Amendments

123.00 Purpose

The Lexington County Council may, from time to time, amend the text of this Ordinance or the Zoning Maps which are a part of this Ordinance in the manner set forth below, where it is alleged that there was an error in the original Zoning Ordinance, where conditions have changed so as to warrant a change in zoning, or where in the opinion of the Lexington County Council such change shall serve to promote the public health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Lexington County.

123.10 Procedures

Map or text amendments may be proposed by the Lexington County Council or the Lexington County Planning Commission. Property owners may request map amendments, but only for a change in the district classification of their property or for a change in the classification of the street that directly accesses their property. If another person or entity is representing the property owner(s) in the amendment request, a letter of agency must be submitted with the application.

123.11 Application for Amendment

An application for amendment shall be filed with the Zoning Administrator, who shall transmit copies thereof to the Planning Commission and to County Council. A fee established by County Council shall accompany every application for an amendment.

123.12 Review by the Planning Commission

The Lexington County Planning Commission shall review and make recommendations to the County Council on proposed amendments to this Ordinance. The Commission shall make such recommendation within 30 days of the receipt of the application. Upon the expiration of the 30-day time limit, if the Planning Commission has not made a recommendation, the County Council may proceed to act as it deems proper.

123.13 Public Hearing

A public hearing shall be held by the County Council ~~on all proposed amendments to this Ordinance.~~ **before enacting or amending any zoning regulations or maps.** Notices of such shall be handled as follows:

- a. The Zoning Administrator shall give notice in a newspaper of general circulation in Lexington County at least 15 days prior to the public hearing. If the proposed amendment is to the Zoning Maps, the notice shall specify the location, current zoning, and proposed zoning of the property involved.
- b. At least 15 days prior to the public hearing, the Zoning Administrator shall cause at least one sign, not less than four square feet, to be posted on the property in question (if the application is a proposed map amendment). This sign shall contain the nature of the requested change and the time, date, and place of the public hearing, and shall be located so that it is visible from each public thoroughfare that abuts the property.
- c. Prior to the public hearing before County Council, the adjacent property owners (if the application is a proposed map amendment) shall be notified by the Zoning Administrator of the proposed amendment and the time, date, and place of the public hearing.

123.20 Extent of Amendment Granted

The County Council may grant a more restrictive zoning amendment, but not a less restrictive zoning amendment, than formally requested by the applicant.

123.30 Enactment

Upon enactment of an amendment by County Council, the Zoning Administrator shall immediately cause said amendment to be placed upon the Zoning Maps or inserted into the text of the Ordinance.

123.40 Resubmittal of Amendments

A map amendment request, which has been denied for the same property or substantially the same property, shall not be resubmitted within 12 months in the same form as previously submitted. The twelve months shall be measured from the date of the application. This shall not prohibit resubmittal if new facts are uncovered.

**COUNTY OF LEXINGTON
HIGHWAY SAFETY DUI ENFORCEMENT
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru Dec 2008-09	Amended Budget Thru Dec 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Recommend 2009-10	Approved 2009-10
*LE - Highway Safety DUI Enforcement 2455:								
Revenues (Organization: 000000)								
457000	Federal Grant Income	191,969	181,155	178,521	181,155	266,139		
461000	Investment Interest	84	0	0	0	0		
801000	Op Trn From General Fund/LE	60,340	44,629	44,629	44,629	0		
** Total Revenue		<u>252,393</u>	<u>225,784</u>	<u>223,150</u>	<u>225,784</u>	<u>266,139</u>		
***Total Appropriation					296,868	266,139		
FUND BALANCE								
Beginning of Year						<u>24,410</u>	<u>(46,674)</u>	<u>(46,674)</u>
FUND BALANCE - Projected								
End of Year						<u>(46,674)</u>	<u>(46,674)</u>	<u>(46,674)</u>

* Grant will be funded 100% from DPS.

** On February 10th, the County received a reimbursement check in the amount of \$48,895 from DPS, so this grant is not \$46,674 in debt.

**COUNTY OF LEXINGTON
HIGHWAY SAFETY DUI ENFORCEMENT
Annual Budget
Fiscal Year - 2009-10**

Fund: 2455
Division: Law Enforcement
Organization: 151200 - LE/Operations

Object Expenditure Code Classification	2007-08 Expend	2008-09 Expend (Dec)	2008-09 Amended (Dec)	BUDGET		
				2009-10 Requested	2009-10 Recommend	2009-10 Approved
Personnel						
510100 Salaries & Wages - 3	68,560	53,701	147,163	116,729		
Salaries & Wages Adjustment Account				4,669		
510199 Special Overtime	9,483	11,000	0	0		
510200 Overtime	41	0	0	0		
511112 FICA - Employer's Portion	5,603	4,680	11,628	9,287		
511114 Police Retirement - Employer's Portion	8,374	7,149	16,020	13,415		
511120 Insurance Fund Contribution - 3	10,080	9,000	19,440	22,500		
511130 Workers Compensation	2,626	2,177	4,942	4,077		
* Total Personnel	104,767	87,707	199,193	170,677		
Operating Expenses						
521000 Office Supplies	0	921	1,800	1,100		
521200 Operating Supplies	0	0	5,200	2,600		
522200 Small Equipment Repairs & Maintenance (3)	0	0	0	600		
522300 Vehicle Repairs & Maintenance - 3	155	3,423	7,345	6,000		
524100 Vehicle Insurance - 3	0	795	3,309	1,638		
524201 General Tort Liability Insurance	0	1,085	4,463	2,235		
524202 Surety Bonds	0	0	89	0		
525020 Pagers & Cell Phones - 3	990	920	3,181	8,160		
525030 800 MHz Radio Service Changes - 3	389	494	3,790	2,061		
525031 800 MHz Radio Maintenance Fee - 3	0	246	305	306		
525041 E-mail Service Charges	0	162	360	360		
525210 Conference & Meeting Expense	0	225	2,625	3,780		
525400 Gas, Fuel and Oil	8,323	9,521	56,123	43,872		
* Total Operating	9,857	17,792	88,590	72,712		
** Total Personnel & Operating	114,624	105,499	287,783	243,389		
Capital						
540000 Small Tools & Minor Equipment	790	0	1,191	0		
540010 Minor Software	0	0	49	0		
All Other Equipment	112,570	3,239	7,845			
(10) Video Flashlight Cameras				15,250		
(1) Reconstruction Software Upgrade				7,500		
** Total Capital	113,360	3,239	9,085	22,750		
*** Total Budget Appropriation	227,984	108,738	296,868	266,139		

SECTION III. – PROGRAM OVERVIEW

The ultimate goal for the creation of the Driving under the Influence Traffic Enforcement Unit in Lexington County is to combine resources to effect a positive change in the collision, injury, and arrest rate of traffic and DUI violations. Preliminary statistics for South Carolina reported for the calendar year of 2008 indicate that Lexington County ranks among the highest in the State for DUI, fatal and/or severe crashes and for all other types of traffic related incidents. By consolidating the resources and expanding knowledge and skills to perform DUI traffic enforcement, the quality of enforcing the traffic laws will result in an effort to reduce severe and fatal traffic collisions. The expertise and knowledge gained from the specialized training enhances the unit's capability by using technologically sound equipment and techniques to collect and process evidence for court cases. The DUI Highway Safety Traffic DUI Enforcement Unit affords the citizens of Lexington County and the surrounding areas the effective discovery, documentation, and judicial prosecution.

SECTION V. A. – LISTING OF POSITIONS

Current Staffing Level:

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
LE / Operations (151200)					
Traffic Deputies	3	0	3	3	10
Totals:	3	0	3	3	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES \$ 1,100

Items to be purchased including but not limited to pens, file jackets, folders, diskettes, calendars and other general supplies used daily are requested at an estimated cost.

521200 - OPERATING SUPPLIES \$ 2,600

Items to be purchased traffic supplies such as video and audiotapes, traffic books, disks, batteries etc. are for operational purposes for the traffic officers. The amount requested is estimated.

522200 – SMALL EQUIPMENT REPAIRS & MAINTENANCE \$ 600

The radar units must be calibrated to comply with the South Carolina traffic laws. The cost for the calibration of the three units and any repairs that may occur during the year is estimated.

522300 - VEHICLE REPAIRS AND MAINTENANCE \$ 6,000

Vehicle repairs and maintenance is needed for the grant vehicles due to excessive use.

The amount budgeted is an estimate of \$2,000 per vehicle.

524100 - VEHICLE INSURANCE \$ 1,638

Vehicle insurance is required for the three (3) grant vehicles.

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

524201 - GENERAL TORT LIABILITY INSURANCE \$ 2,235

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

The estimated cost provided by the County Risk Manager for General Tort Liability Insurance is \$745 per officer.

525020 - PAGERS AND CELL PHONES \$8,160

The cell phones for the grant traffic officers will allow them to communicate effectively with each other and to make contact to those individuals that are involved in traffic situations. Wireless air card service will allow the officers to use their laptops while working in the field.

The cost of cell phone service for 3 traffic officers is estimated at \$60 per month per officer. (3 officers X \$60/month/officer X 12 months = \$ 2,160)

The air card wireless service fee is estimated at \$50 per month per officer. The department has requested air card service for 10 traffic officers. (10 traffic officers X \$50/month/officer X 12 months = \$ 6,000)

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 2,061**

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

The cost of service is \$687 per year per officer.

525031 – 800 MHz RADIO MAINTENANCE CHARGES **\$ 306**

The 800 MHz radios require service maintenance to ensure continuous operation.

The cost for radio maintenance is \$102 per year per radio.

525041 – E-MAIL SERVICE CHARGES **\$ 360**

E-mail service is a vital tool for communication among all individuals not just within Lexington County.

The cost of e-mail service for 3 traffic officers is estimated at \$120 per year per officer.

525210 – CONFERENCE AND MEETING EXPENSE **\$ 3,780**

The Highway Safety grant requires that grant traffic officers attend training that will enhance their skills for increased job performance. The three traffic officers will attend training offered by the South Carolina Criminal Justice Academy, by the National Highway Safety Training Council, and by other training agencies as required.

The cost of the training is estimated.

525400 - GAS, FUEL, AND OIL **\$43,872**

The grant reimburses mileage at the federal rate for grant-funded personnel.

The cost budgeted is an estimate based on projected number of miles to be driven for existing traffic officers.

SECTION V. C. – CAPITAL LINE ITEM NARRATIVES

5A – (10) VIDEO FLASHLIGHT CAMERAS \$15,250

The video flashlight cameras are necessary to record both video and audio of a traffic stop. The traffic officer will actually see, while at the same time record, what is happening both in the vehicle with the suspects and outside of the patrol vehicle. The capability that the technologically advanced flashlight will provide will enhance the prosecutorial efforts, professionalism, and evidence gathering in preparation for court cases.

5A – (1) RECONSTRUCTION SOFTWARE UPGRADE \$ 7,500

The visual statement software for reconstruction that currently is being used is outdated and must be upgraded to allow for data input reconstructing accidents in accordance with the new traffic law requirements. The software will allow the professional completion and presentation for traffic collision investigations. This software recreates the pre and post collision in animated form, as well as depicting all of the collision variables in a PowerPoint interoperable software package. The software is critical to continue with collision reconstruction and its application to courtroom and to presentations

.

**COUNTY OF LEXINGTON
PALMETTO PRIDE ENFORCEMENT GRANT
Annual Budget
Fiscal Year - 2008-09**

Object Code	Revenue Account Title	Actual 2006-07	Received Thru May 2007-08	Amended Budget Thru May 2007-08	Projected Revenues Thru Jun 2007-08	Recommend 2008-09	Approved 2008-09
*L/E - Palmetto Pride Enforcement Grant 2643:							
Revenues: (Organization - 000000)							
456100	Program Income	3,000	0	0	0	0	0
459900	Miscellaneous Payments & Grants	7,750	2,688	5,688	2,688	4,996	2,520
461000	Investment Interest	186	46	70	46	0	0
** Total Revenue		<u>10,936</u>	<u>2,734</u>	<u>5,758</u>	<u>2,734</u>	<u>4,996</u>	<u>2,520</u>
***Total Appropriations					5,688	4,996	2,520
FUND BALANCE							
Beginning of Year							
					<u>3,189</u>	<u>235</u>	<u>235</u>
FUND BALANCE - Projected							
End of Year							
					<u><u>235</u></u>	<u><u>235</u></u>	<u><u>235</u></u>

Fund 2643
Division: Law Enforcement
Organization: 151200 - Operations

				BUDGET			
Object Code	Expenditure Classification	2006-07 Expenditure	2007-08 Expenditure (May)	2007-08 Amended (May)	2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
529903	Contingency	0	0	0	0	0	0
* Total Operating		0	0	0	0	0	0
** Total Personnel & Operating		0	0	0	0	0	0
Capital							
	All Other Equipment	7,747	5,314	5,688			
549904	Capital Contingency				3,000	0	0
	(13) Digital Cameras & Accessories					2,476	0
5A9465	(34) Binoculars					2,520	2,520
** Total Capital		7,747	5,314	5,688	3,000	4,996	2,520
*** Total Budget Appropriation		7,747	5,314	5,688	3,000	4,996	2,520

SECTION III. – PROGRAM OVERVIEW

The Palmetto Pride Enforcement grant will enable the Sheriff's Department to purchase binoculars to collect evidence for support and to strengthen court presentations for prosecution of litter cases. The binoculars will enable the officers to observe the offenders from a greater distance as they investigate illegal trash dumpsites on properties.

The enforcement of the County codes and ordinances will help to maintain the quality of life for the citizens of Lexington County and will have an overall effect on the reduction of litter. This will make the county attractive to perspective businesses, thus providing for potential county growth.

SECTION V. C. - CAPITAL LINE ITEM NARRATIVES

5A9465 - (34) BINOCULARS

\$ 2,520

Binoculars will be beneficial to investigate illegal trash dump sites on private and public property. This equipment would enable the officers and supervisors to observe the offenders from greater distances and detect violators that would have otherwise escaped notice.

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.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR LEXINGTON COUNTY
ORDINANCE 08-16

AN ORDINANCE TO AMEND THE LEXINGTON COUNTY CODE OF ORDINANCES, CHAPTER 14, BUILDING AND BUILDING REGULATIONS; BY ADDING A NEW ARTICLE THEREIN FOR THE PURPOSE OF ESTABLISHING REGULATIONS AND REQUIREMENTS RELATED TO SMOKING IN RETAIL FOOD ESTABLISHMENTS IN THE UNINCORPORATED AREAS OF LEXINGTON COUNTY.

Pursuant to the authority of the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY LEXINGTON COUNTY COUNCIL:

SECTION I. County Council has determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in the furtherance of its duty to protect the health of its citizens in retail food establishments and therefore enacts this Article.

The Lexington County Code of Ordinances; Chapter 14, Buildings and Building Regulations; is hereby amended to add a new article, which shall read as follows:

Article V. Smoking in Retail Food Establishments

Section 14-___. Secondhand smoke in retail food establishments

- (a) Intent. County Council has reviewed the findings of the U.S. Surgeon General that concludes that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers to secondhand smoke. Furthermore, County Council recognizes that the preparation and consumption of food in a retail food establishment should be done in a safe and sanitary environment, without exposure to the toxins contained in secondhand smoke. Therefore, County Council finds that it is in the best interest of the people of the unincorporated areas of the County to protect nonsmokers from involuntary exposure to secondhand smoke in retail food establishments. As a result, County Council declares that the purpose of this act is: 1) to preserve and improve the health, comfort, safety, and environment of the people of the unincorporated areas of the County by limiting exposure to secondhand smoke in retail food establishments; and 2) to guarantee the right of nonsmokers to breathe smoke-free air in retail food establishments, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.
- (b) Definitions.
- (1) "Attached bar" means a bar area of a restaurant.
 - (2) "Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and which the serving of food is only incidental to the consumption of those beverages, including, but not limited to, taverns, nightclubs, cocktail lounges, and cabarets. Fifty percent or less of the

revenue of the bar must come from the sale of food; if the percentage of revenue from food is greater than fifty (50) percent, the business is classified as a retail food establishment.

- (3) “Enclosed area” means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, dining areas, attached bars, restrooms, offices, private dining rooms, foyers, waiting areas and halls.
- (4) “Private Club or Lodge” means a bona fide organization, whether incorporated or not, which is the occupant of a building, or a portion of a building that has a different address, a separate entrance and not connected by common doors or passageways with any other business within the building, and which is either: 1) used solely and exclusively for social, benevolent, patriotic, recreational or fraternal purposes, and not for pecuniary gain or profit, and which only sells alcoholic beverages incidental to its operation; or 2) an establishment engaged in the sale of beer, wine, porter, ale or alcoholic beverages, not for pecuniary gain or profit, and which maintains on the premises a complete membership list showing the date of application of the proposed member, the date of admission after election, the date initiation fees and dues are paid, the amount paid by each member and each member’s correct mailing address. No organization shall qualify as a private club or lodge under this section if it admits members on demand by payment of a nominal fee.
- (5) “Retail Food Establishment” is any operation that prepares, packages, serves, processes, or otherwise provides food for human consumption on the premises, regardless of whether there is a charge for the food to include but not limited to restaurants, coffee shops, delicatessens, snack bars, ice cream parlors, cafeterias, mobile food units including bases of operations, and temporary food service establishments.
- (6) “Secondhand smoke” is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as “sidestream smoke”) and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as “passive smoking,” “secondhand smoking” or “involuntary smoking”.
- (7) “Smoking” means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (8) “Smoking materials” includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.

(c) Prohibition of Smoking in a Retail Food Establishment.

- (1) All retail food establishments to include a retail food establishment with an attached bar shall provide a smoke-free environment in all enclosed areas. A “bar”, or “private club or lodge”, as defined by this ordinance is not considered a retail food establishment.

- (2) No person shall smoke or possess a lighted tobacco product in any enclosed area of a retail food establishment.
- (3) Notwithstanding any other provision in this article, an owner, operator, manager, or other person in control of a retail food establishment, facility or outdoor area may declare the entire establishment, facility or outdoor area as a nonsmoking location. Smoking shall then be prohibited in any place in which a sign conforming to the requirements of section 14-__ (d) is posted.
- (d) Posting of Signs. The owner, manager or person in control of a retail food establishment shall post a conspicuous sign at the main entrance to the retail food establishment, which shall contain the words “No Smoking” and the universal symbol for no smoking.
- (e) Reasonable Distance. Smoking is prohibited within a distance of ten (10) feet from any door which is used as an entrance to or exit from an enclosed area where smoking is prohibited so as to insure that tobacco smoke does not enter the area through the entry. This distance shall be measured from the center of the door in question.
- (f) Jurisdiction, Enforcement and Penalties.
 - (1) A person who owns, manages, operates, or otherwise controls a retail food establishment and who fails to comply with the provisions of this Section shall be deemed guilty of an infraction.
 - (2) A person smoking or possessing a lighted tobacco product in any retail food establishment shall be guilty of an infraction.
 - (3) An infraction is punishable by a fine of twenty five dollars (\$25). Each day on which a violation of this Section occurs shall be considered a separate and distinct infraction. A violation of this Section is furthermore declared to be a public nuisance. Further, Lexington County may pursue any other equitable remedy to insure that the retail food establishment complies with the requirements set forth herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTIONS IV. Effective Date. This Ordinance shall be enforced from and after _____.

LEXINGTON COUNTY COUNCIL

BY: _____
Debra B. Summers
Chairman, Lexington County Council

ATTEST THIS THE _____ DAY
OF _____, 2009

Diana W. Burnett, Clerk
First Reading: October 14, 2008
Second Reading:
Public Hearing: January 13, 2009
Third Reading:

Memorandum

To: John Fechtel
CC: Sheri Armstrong
From: Christopher Stone
Date: 2/19/2009
Re: Intergovernmental Agreement for assistance with NFIP Program between Lexington County and Chapin, Gilbert, Summit, Pine Ridge, Swansea, Irmo

Lexington County has been in the National Flood Insurance Program (NFIP) since 1982. Since the inception of the NFIP program, Lexington County has been assisting several municipalities with particular aspects of their programs. These municipalities include Chapin, Gilbert, Summit, Pine Ridge, Swansea and Irmo. Lexington County is able to assist these municipalities with their flood programs because we issue all building permits and perform building inspections. The County's involvement includes reviewing all building permits for flood zones on the property, flood determinations, construction inspections for homes in the floodplain, retaining elevation certificates on file, and advice for specific situations.

The South Carolina Department of Natural Resources (SCDNR), is now requiring these municipalities to adopt Lexington County's Stormwater Ordinance (Division 10-Floodplain Management Program) and sign an intergovernmental agreement in order to be in compliance with Federal Floodplain Regulations. The attached Intergovernmental Agreement has been approved by the SCDNR and by the County's Attorney.

We ask that Council approve the request from SCDNR to have the County Administrator have signature authority for these documents.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 20__ by and between Lexington County, in accordance with its National Flood Insurance Program (NFIP #450129), (herein called “Lexington County” or “County”) and the _____ in accordance with its (NFIP# _____), South Carolina (herein called the “Municipality”).

WITNESSETH:

WHEREAS, the Municipality desires Lexington County to render certain technical and professional assistance,

NOW THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

Section 1. Engagement of Lexington County. The Municipality agrees to engage Lexington County and the County hereby agrees to provide assistance as herein set forth.

Section 2. Scope of Services. Lexington County shall perform floodplain management assistance in the Municipality consistent with the “Floodplain Management Provisions”, Division 10 of the Lexington County Stormwater Management Ordinance and Chapter 6, of the Land Development Manual.

Specific work activities to be undertaken by Lexington County include:

(a) Flood Zone Determinations: Lexington County will validate the flood zone determination prior to any new structure construction or increase in the footprint of any existing structure as long as building permits are being issued by Lexington County.

(b) Plan review: Lexington County will review all residential and commercial development plans for the Municipality to verify compliance with floodplain management regulations.

(c) County staff shall perform inspection services.

(d) Records Keeping: Flood zone compliance permits and certifications (pre-construction, during construction and As-built; when applicable-elevation certificates, V-Zone certificates, flood proofing certificates, etc.) are to be maintained by the County and copies provided to the Municipality. The County is authorized by the Municipality to require corrections to floodplain management related forms, permits, plans, construction, etc., if required.

(e) The issuance of a building permit by Lexington County shall not constitute authority for the Municipality to allow construction of any new structure or addition to an existing structure without prior floodplain approval by the County.

(f) County staff shall provide administrative assistance to the Municipality as required with reasonable notice.

Section 3. Cancellation of Engagement. Either party may terminate this agreement by giving written notice, at the address set forth below, to the other party at least thirty (30) days prior to the effective date of such termination. Upon termination of this agreement, obligation of Lexington County to conduct work herein described shall forthwith cease.

Section 4. Responsibilities and Limitation of Liability. Lexington County shall not be responsible for actions, activities (or failure to act) under the provision of the NFIP program of the Municipality, its agents, servants, or employees or contractors. To the fullest extent permitted by law, the Municipality agrees to hold harmless and indemnify and defend the County against any action or claim for loss, cost, expense or damages arising from the actions or failure to act of the Municipality, its agents, servants, employees or contractors.

Section 5. Changes. This agreement constitutes between the parties; no amendment or modification changing its scope shall have any force or effect unless in writing and signed by both parties.

Address for contact with County:
Lexington County Public Works
Attn: Floodplain Manager
212 South Lake Drive
Lexington, SC 29072

Address for contact with Municipality:

WITNESSES:

Lexington County Administrator,
Katherine L. Hubbard

Date

Agent for the Municipality

Date



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: February 12, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fechtels, Public Works Director
Assistant County Administrator

RE: Consideration of Derrick Hollow Road Paving

Attached is a memo from Jim Starling outlining a request from Mr. Richard Derrick of Derrick Hollow Road for County Council approving this road for paving. Mr. Derrick is aware of the council action to complete the paving of two roads in Little Creek subdivision, in which the roads were contracted out by SCDOT. Due to budget constraints, the roads were built, but asphalt was not put down. In Mr. Derrick's situation, the road was designed and apparently right-of-way obtained, but the road was not put out to contract. The Legislative Delegation apparently never programmed the road for paving after 1980.

According to the documentation, this road was added to the state system in 1949 and given to us in a "C" Funds mileage exchange in 1998. The road is approximately 5,808 linear feet in length. I have asked SCDOT to provide a set of plans for this road and also verify the right-of-way. According to the letter dated October 13, 1987 from the State Highway Engineer, right-of-way was secured.

Mr. Derrick requested County Council consider Derrick Hollow Road for paving under a "prior commitment" and at this point, this is what we have on this project.

Please place this on the Public Works Committee for their review and consideration.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: John Fechtel, Director of Public Works
From: Jim Starling, Engineering Associate III
Date: 2/12/2009
Re: Derrick Hollow Road Paving Request

Richard Derrick is requesting that County Council consider programming the remaining portion of Derrick Hollow Road (5808 linear feet) for paving based on a "Prior Commitment" and safety issues. The following information is a brief history of the road based on the attached documentation obtained from Mr. Derrick, SCDOT, and the Public Works Department.

Approximately 2 miles of Derrick Hollow Road (S-235) was added to the SCDOT Maintenance system in 1949 as a dirt road. A road paving design on a portion of Derrick Hollow Road (S-235) from Devils Backbone Road (S-59) to Derrick Park Road (S-1410) was performed in the early to mid 1970's. The road paving design included all of Derrick Park Road (S-1410). Both of these were subsequently paved. The road paving design did not include the remaining portion of Derrick Hollow Road (S-235) from Derrick Park Road (S-1410) to Dog Leg Road (S-234).

Mr. Derrick indicated that right-of-way for the remaining portion of Derrick Hollow Road (S-235) from Derrick Park Road (S-1410) to Dog Leg Road (S-234) was obtained by SCDOT in 1980. He provided a copy of his right-of-way document and a copy of one of his neighbors right-of-way document. We also have a letter dated October 13, 1987, from Herman Snyder, State Highway Engineer that indicates right-of-way was secured for this portion of Derrick Hollow Road. Mr. Snyder's letter indicates that the remaining portion was programmed using federal funds under the "Off-System" road program, but the funds were depleted prior to paving the remaining portion. Mr. Snyder's letter indicates that if the Lexington County Delegation approves the road for construction under the "C" Program, then the same alignment and right-of-way would be used. Lexington County does not have any information on the "Off System" road program. If the Delegation programmed this portion of Derrick Hollow Road, it would have been prior to 1985, because we have records from 1985 to present.

Please present this to County Council at the February 24th meeting.

January 26, 2009

Mr. Jim Starling
Lexington Public Works Department
440 Ball Park Road
Lexington, South Carolina 29072

Dear Mr. Starling:

This letter is regarding the paving of Derrick Hollow Road, formerly State Road S32-235. As we discussed earlier this month, the road was approved to be paved in its entirety back in the mid-seventies. However, as the paving began the paving crew went approximately halfway down the road and turned onto county road 1410 which connected S32-235 to Ridge Road. When Mr. Joe S. Derrick, a resident of the road, noticed the change in paving he spoke to the owner of the paving crew. He was told that as soon as the crew completed the current section, they would return to S32-235 and complete the paving of that road. This never happened. The highway department, however, changed their records to indicate that S32-235 had been paved in its entirety. We realized this several years later when another resident of the road, Mr. Paul Hawkins, tried to get the road paved. He was told that the records indicated the road was paved. Mr. Hawkins had to get aerial photos in order to prove otherwise.

In 1980, after several conversations with Larry Koon and Nikki Setzler, the road was once again approved to be paved under a federal plan. At this time, all rights of way were obtained and all surveying completed. However, due to delays, the money ran out before the paving was done. The road was repitioned for paving again in 1987, to no avail.

My main concern in having this road paved is from a safety standpoint. The road is a one-lane rural road that consists of blind curves and hills. Tractors routinely travel this road hauling hay and truck-farmed vegetables. Cattle are frequently moved across the road from one pasture to another. An 18-wheeler travels this road. Even though signs have been posted indicating a cattle crossing, the sign has been stolen (and replaced), drivers continue to drive in excess of fifty miles per hour, and teenagers routinely come to play in the ditches with their big trucks, 4-wheelers, and dirt bikes wreaking havoc on the general maintenance of the road.

In December 2008, a teenage driver, driving 55 miles per hour, flipped and totaled the truck he was driving. In the last several years, a car ran through the pasture fence at my house, a dirt bike ran through a barbed wire fence when meeting a car in the blind curve, and several instances of near collisions and loss of vehicle control have occurred. There are also two areas of the road that flood during heavy rains.

RECEIVED

JAN 29 2008

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

I have done all I can to help prevent accidents on this road. I have been in touch with the Lexington Sheriff's Department concerning the speeding vehicles. I have requested that the cattle crossing sign be posted. I use my tractor and shovel in an attempt to maintain the road so that flooding is minimized and the holes put in the road due to spinning tires are filled. I am afraid that a terrible accident is on the horizon concerning this road.

Therefore, I am requesting, once again, that Derrick Hollow Road, formerly S32-235, be paved.

Thank you for your time and consideration of this request.

Sincerely,

Richard Derrick

Richard Derrick



SOUTH CAROLINA

DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P.O. BOX 191
COLUMBIA, S.C. 29202

October 13, 1987

Road S-235 - Lexington County

Mr. J. Richard Derrick
1844 Derrick Hollow Road
Leesville, S. C. 29070

Dear Mr. Derrick:

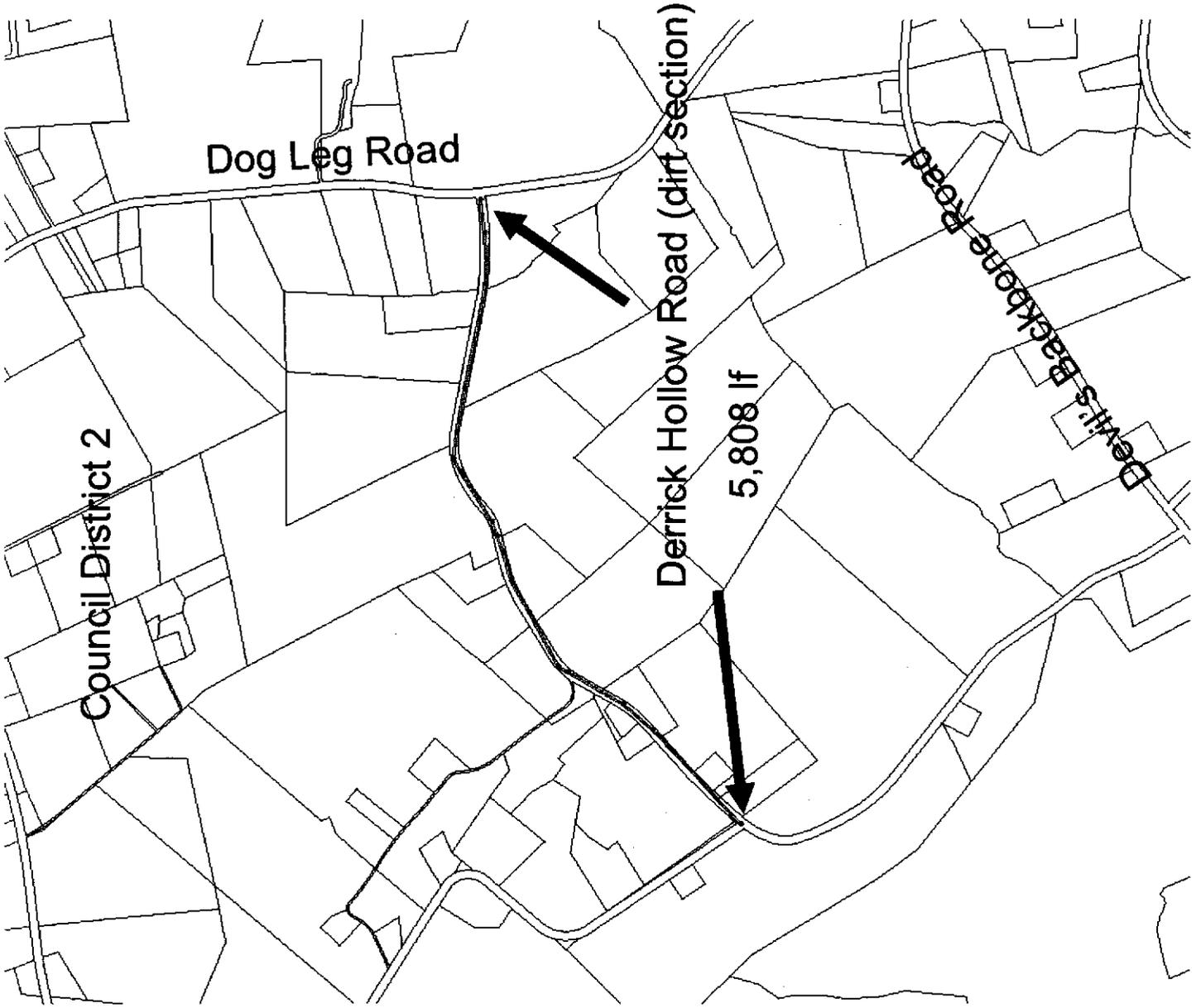
Right of way was secured for Derrick Hollow Road (Rd. S-235 - from Rd. S-234 to Rd. S-1410 - 1.1 miles) under the federally funded "Off-System" road program. However, the funds are now depleted. If this road is approved for construction by the Lexington County Delegation under the "C" Program, this same alignment and right of way will be used.

Thank you for your interest in this matter.

Sincerely,

Herman P. Snyder
State Highway Engineer





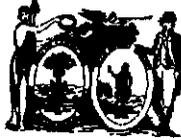
Dog Leg Road

Derrick Hollow Road (dirt section)

5,808 lf

Council District 2

Dennis Backbone Road



SOUTH CAROLINA
STATE HIGHWAY DEPARTMENT
Columbia, S.C.
May 15, 1980

Mr. J. Richard Derrick
Route 2, Box 255
Leeville, S.C. 29070

Re: Item 65084 - Road S-235 - Lexington County
Project SOS-1032(5) - Tract ?

Dear Mr. Derrick:

Enclosed please find an original and a copy of the easement for the right of way required for the above project. Please sign the easement where indicated, have 2 witnesses sign and have the form notarized. Return the original to me in the enclosed stamped self-addressed envelope. The duplicate is for your records.

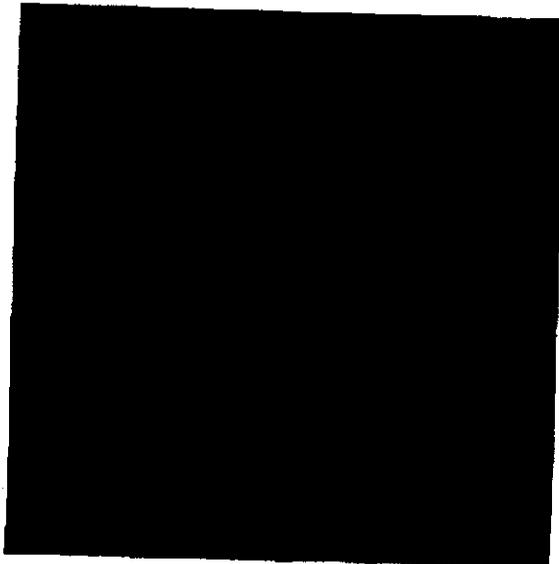
Also, enclosed is a One Dollar Bill and a receipt for you to sign so that I can get the one dollar refunded to me. Please return the signed receipt with the easement.

Please notice that the easement states that the fences will be relocated at no expense to you and that the frame building in the right of way will be moved at no expense to you. Thank you for your cooperation. If you have any questions contact me at the address below.

Sincerely,

PAUL R. HARPER
Right of Way Agent
3723 Rockbridge Road
Columbia, S.C. 29206
782-6531

5 Incl
as



The State of South Carolina

TRACT.....

COUNTY OF... Lexington
ROAD
Route No. S-234 File No.
Project No. SOS-1092(5)

Right of Way Easement

Approx. survey station, from 28+55 to 36+12 Lt & Rt

J. RICHARD DERRICK
R-2, Box 255
Leeville, S.C. 29070

KNOW ALL MEN BY THESE PRESENTS, That I (or we).....

in consideration of the sum of One Dollar, to me (or us) in hand paid, and other valuable consideration at and before seal-
ing and delivering thereof, by the South Carolina Department of Highways and Public Transportation, receipt of which is
hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and re-
lease, unto the said South Carolina Department of Highways and Public Transportation, its successors and assigns a right

of way for the construction of a section of the State Highway from Road S-1410
to Road S-234 on Route No. ROAD S-235 State and
Name of Place

County aforesaid, as shown by plans prepared by the South Carolina Department of Highways and Public Transportation,
on and over all lands which I (or we) may own in whole or in part, for the purpose of locating, constructing, improving, and
maintaining the above described highway with the bridges and causeways thereon, and the right to construct and maintain
controlled access facilities to said highway.

Bounded by the lands of Paul V. Hawkins and (Mrs.) Mavis Stewart on the East and
Joe Seay Derrick on the West and others.
Show only the Land Owners along the Highway.

Said right of way to have a width of 66 feet, that is 33 feet on each side of the center line of
the highway. The grantor expressly recognizes the possibility that the property described herein may be used in the future
by cable television companies for the purposes provided by Act No. 688 of the Acts of Joint Resolutions (1976).

Special Provisions: It is agreed that any fence which must be moved will be relocated
at no expense to the Grantor. Also, it is agreed that the frame building within
the Right of Way will be relocated at no expense to the Grantor. Also, any trees
which must be cut, will be cut into pulpwood lengths and placed on the owner's
adjacent property.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereto belonging, or in
any wise incident or appertaining, it is agreed that buildings, fences, signs or other obstructions will not be erected by me
(or us), my heirs, assigns or administrators within the limits of the right of way herein conveyed and that such buildings
and fences as are now within the limits of the right of way herein conveyed will be moved from the right of way and re-
stored in as good condition as before moving at the expense of the South Carolina Department of Highways and Public
Transportation.

TO HAVE AND TO HOLD, all and singular, the said right of way and the rights hereinbefore granted, unto the said
South Carolina Department of Highways and Public Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand... and seal... this
May Eighty
of..... in the year of our Lord, One Thousand Nine Hundred and.....

Signed, sealed and delivered in the presence of:
* Michael C. Matheron
* Dwight W. Yar
* J. Richard Derrick (L.S.)

NOTE: All Right of Way Agreements must be in writing and are subject to rejection by the South Carolina
Department of Highways and Public Transportation.

The State of South Carolina

COUNTY OF... Lexington

Personally appeared Michael C. Matheron

and made oath that... saw the within named J. Richard Derrick
Print or Typewrite Name

sign, seal and, as H: S act and deed, deliver the within written easement; and that... with

Dwight W. Yar witnessed the execution thereof.

Sworn to before me this.....

day of..... A. D. 1980

My Commission expires..... (L.S.)
Notary Public for South Carolina

Michael C. Matheron
Witness sign here.

YOUR NAME

The State of South Carolina

TRACT 10

COUNTY OF Lexington

ROAD No. S-235

File No. 32,758

Right of Way Easement

Project No. SOS-1032(5)

Approx. survey station, from 40+16 to 49+35 Lt & Rt

Sidney K. Suggs
PO Box 209
Leesville, S.C. 29070

KNOW ALL MEN BY THESE PRESENTS, That I (or we)

in consideration of the sum of One Dollar, to me (or us) in hand paid, and other valuable consideration at and before seal-

of way for the construction of a section of the State Highway from Road S-1410

to Road S-234 on ROAD No. S-235 State and

County aforesaid, as shown by plans prepared by the South Carolina Department of Highways and Public Transportation,

Bounded by the lands of Carl W. Suggert on the East and Paul V. Hawkins and Mavis Stewart

on the West

Said right of way to have a width of 66 feet, that is 33 feet on each side of the center line of the highway.

Special Provisions: It is agreed that any trees which must be cut, will be cut into pulpwood lengths and placed on the Grantor's adjacent property. It is further agreed that a drive entrance will be placed on the left of the centerline at approximate station 47+00 at a point designated by the Grantor.

Together with, all and singular, the rights, members, hereditaments and appurtenances therunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns or administrators within the limits of the right of way herein conveyed and that such buildings and fences as are now within the limits of the right of way herein conveyed will be moved from the right of way and restored in as good condition as before moving at the expense of the South Carolina Department of Highways and Public Transportation.

TO HAVE AND TO HOLD, all and singular, the said right of way and the rights hereinbefore granted, unto the said South Carolina Department of Highways and Public Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand and seal, this Eighty July in the year of our Lord, One Thousand Nine Hundred and

Signed, sealed and delivered in the presence of:

SIDNEY K. SUGGS

NOTE: All Right of Way Agreements must be in writing and are subject to rejection by the South Carolina Department of Highways and Public Transportation.

The State of South Carolina

COUNTY OF

Personally appeared

and made oath that saw the within named

sign, seal and, as act and deed, deliver the within written easement; and that

witnessed the execution thereof.

Sworn to before me this

day of A. D., 19

(L.S.)

My Commission expires Notary Public for South Carolina

Witness sign here.

The State of South Carolina

RENUNCIATION OF DOWER

COUNTY OF.....

I,..... Notary Public for S. C.

do hereby certify unto whom it may concern, that Mrs.

the wife of the within named..... did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named South Carolina Department of Highways and Public Transportation, its successors and assigns, all her interest and estate, and also her right and claim of dower of, in and to, all and singular, the premises within mentioned and released

Given under my hand and seal, this.....day of.....

Anno Domini, 19.....

Signature of Wife

Sworn to before me this.....day of..... A. D., 19.....

(L. S.)

My Commission expires..... Notary Public for South Carolina

The State of South Carolina

MORTGAGE RELEASE

COUNTY OF.....

KNOW ALL MEN BY THESE PRESENTS, That I (or we)..... do for certain valuable consideration release from the lien and operation of my (or our) mortgage the property conveyed by the within deed so that the said property shall be free and unaffected by said mortgage.

Witness our hand and seal this.....day of..... 19.....

In the presence of:

.....

102 359 9103

June 8, 1998

Mr. W. A. Brooks
County Administrator
212 South Lake Drive
Lexington, S. C. 29072

Re: Removal of Roads from the State Highway System

Dear Mr. Brooks:

At the Commission Meeting of April 17, 1998, the following roads in Lexington County were approved for removal from the State Highway System of Roads.

Addition Number

Description

Portion of
235

Derrick Hollow Road from Road S-1410 easterly to Road S-234 –
approximately 1.1 miles
Designated S-235
Added to System 8/18/49

1101

Section of road from Road S-115 approximately 0.2 mile northwest of Road S-79 southerly to US Route 1 –
approximately 1.0 mile
Designated S-1101
Added to System 2/15/68

Note: These removals are recommended by Lexington County and accepted for maintenance responsibility by letter dated January 22, 1998.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: February 12, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Swansea Enhancement Grant Application

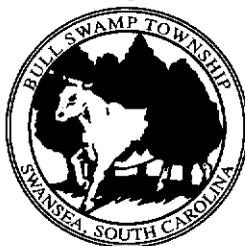
Attached is a letter from Mayor Ray Spires of Swansea requesting \$50,000 in "C" Funds for an SCDOT Enhancement Grant recently approved. As Mayor Spires letter states, a prior local match request of \$50,000 was only partially utilized (\$21,451). If Council approved this request, we could utilize the balance of the prior match (\$28,539) and add \$21,451 to total the \$50,000 current request. This would leave \$187,926 in our "C" Funds Special Projects Unclassified Account (2700.121302.539900).

We recommend approval of this request. Please place this on the Public Works Committee agenda for February 24, 2009, and also have the committee report out to Council later that day.

Town of Swansea

RAY SPIRES
Mayor

WOODROW DAVIS, JR.
Mayor Pro-Tem



W.D. BAILEY
BARRETT BLACK
LINDA G. BUTLER
Council

February 11, 2009

Swansea, South Carolina

RECEIVED

FEB 12 2009

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

Mr. John Fechtel
Director of Public Works
Asst. County Administrator
County of Lexington
440 Ball Park Rd.
Lexington, SC 29072

Dear Mr. Fechtel:

The Town of Swansea would like to request the county's assistance with our SCDOT enhancement project titled, Swansea Entrance Plaza. The project Number is 32Q22RUL8002, PIN 37309. The town would like to request funds totaling \$50,000.00.

The Town of Swansea did not use all of the funds allocated for the Swansea Downtown Revitalization Phase III (ENH 31-06). The town submitted reimbursements totaling \$21,461.00. The remaining balance available on this project is \$28,539.00.

The Town of Swansea would like to request the \$28,539.00 balance be moved to the Swansea Entrance Plaza project. This would close the Swansea Downtown Revitalization Phase III. If the funds were moved to the Swansea Entrance Plaza, the town would be requesting \$21,451.00. This would provide the \$50,000.00 needed to complete this project.

We would like to thank you for your assistance with this project; and the cooperation and assistance Lexington County has provided in the past.

Sincerely,

A handwritten signature in cursive script that reads "Ray Spires".

Ray Spires
Mayor



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: February 12, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Traffic Signal – Lexington County School District 3

Attached are three letters in reference to a traffic signal (red light) on Summerland Avenue at the Batesburg-Leesville Primary School. Two of the letters are to the Mayor of Batesburg-Leesville describing the situation and one from the Mayor requesting financial assistance. Although SCDOT has not provided an estimate nor approved a signal at this location, the Town and School District would like to have the funding issue resolved.

Without an SCDOT estimate, I would think a light at this location would be \$50,000 to \$60,000. We have \$75,000 available in this year's budget ("C" Funds 2700-121300-539901) for school projects. I recommend that County Council approve 50% of the cost of a traffic light at this location with a maximum amount of \$30,000. The School District and/or the Town can provide 50% of the cost and any amount over \$60,000.

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

Batesburg Leesville

Come Sample the South

P.O. Box 2329
244 West Columbia Avenue
Batesburg-Leesville, SC 29070

(803) 532-4601 PHONE
(803) 532-8453 FAX
www.batesburg-leesville.org

OFFICE OF THE MAYOR

October 28, 2008

Mr. John Fechtel, Director
Public Works Department
County of Lexington
440 Ballpark Road
Lexington, SC 29072

Ref: Traffic Control

Dear Mr. Fechtel,

A recent meeting was held between the town and school district three to discuss the traffic problem at the B-L Primary School located on Highway 391 (Summerland Avenue).

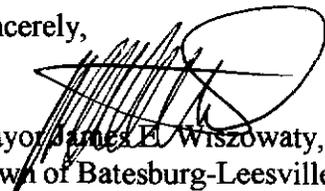
The safety issues at this location have continually gotten worse over the years. Traffic when school is in session is of great concern. Even though our local police department works traffic at this location at times there is just as many times that they cannot due to workload or shortage of manpower. Enclosed you will find incident reports from this location.

The school district has shifted some lanes around to try and eliminate the problem of parents parking out in the 391 roadway this has helped somewhat.

School District Three along with the Town of Batesburg-Leesville is requesting help with this project. Per our conversation, you stated that partial funding might be available.

The town realizes there may not be a quick fix to the problem, but we welcome any help and advise on correcting what could potentially be a danger to parents and students.

Sincerely,



Mayor James E. Wiszowaty,
Town of Batesburg-Leesville

Enclosures



Lexington County School District Three

338 W. Columbia Avenue
Batesburg-Leesville, SC 29006
Phone (803) 532-4423
Fax (803) 532-8000
www.lex3.k12.sc.us

Thursday, June 26, 2008

The Honorable Jim Wiszowaty, Mayor
244 West Columbia Avenue
PO Box 2339
Batesburg-Leesville, SC 2907-

Dr. Jim,

I am writing to you on behalf of many concerned citizens of Batesburg-Leesville about the immediate need for the installation of a traffic light at the entrance to Batesburg-Leesville Primary School (BLPS). BLPS is located at 800 Summerland Avenue adjacent to Batesburg-Leesville High School. Approximately 1,100 students are transported via bus and car daily out of three exits that empty out of two parent parking lots and one student parking lot. During the peak loading hours of 7:00 AM-8:30 AM and 1:45 PM-3:20 PM traffic is routinely jammed at this intersection as parents attempt to pick up their children. The line of sight for cars exiting BLPS is extremely poor. The Chief of Police of the Batesburg-Leesville Police Department has been kind enough to provide an officer during these hours to direct traffic. With a limited number of officers, however, he is not always able to do so. Traffic enters Summerland Avenue from Newberry at an extremely high rate of speed. Several times we have barely avoided major accidents involving children transported by buses, parents, or student cars. A crossing guard will not adequately solve the problem because of the nature of the layout of the roads and the amount and the high speed of traffic.

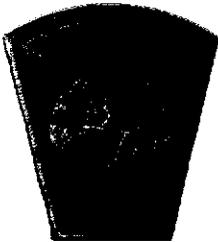
For the past two years we have tried to exhaust any and all avenues to seek a resolution, but to no avail. Senator Jake Knotts was able to get two flashing lights installed that designate the area as a school zone. The lights are in operation during the school year. Despite these lights, this year we have had a major accident where a car leaving Batesburg-Leesville Primary School was broadsided by a speeding car coming from Newberry. The driver of the car was in fact injured and transported to the hospital.

We realize that the installation of a traffic light is an expensive proposition but feel that the cost will be far less than the repeated loss of life that is bound to occur if the matter is not addressed. We appreciate any help that you can provide in bringing this problem to a successful and safe resolution.

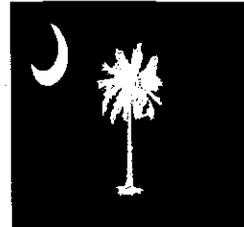
Sincerely,

A handwritten signature in black ink, appearing to read "W. Gummerson". The signature is written in a cursive style with a large, looped initial "W".

Dr. William M. Gummerson



Chief W. Wallace Oswald
Batesburg-Leesville Police Department
660 West Columbia Ave.
Batesburg-Leesville, S.C. 29006
Phone (803) 532-4408
Fax (803) 532-5827



DATE: 07-07-2008

ATTENTION: Mayor Jim Wizowaty

REF: BL Primary School Time and Collision Study

Research conducted utilizing the police department dispatch records revealed that when officers conducted traffic control at the Batesburg-Leesville Primary School, officers averaged 47 minutes per day during the month of January 2008. Using this figure and the estimated 190 day school year for 2007 and 2008, it was estimated that when traffic control was to be conducted, officers would typically work traffic control for 8930 minutes or 148 hours and 50 minutes per school year. This estimate was determined under ideal conditions assuming that officers were available to conduct the traffic control function.

Research conducted utilizing the Batesburg-Leesville Police Department traffic collision records beginning in January of 2003 to present revealed that there had been 12 traffic collisions on SC Highway 391 between Bobcat Road and Mitchell Street, during this time period. One collision occurred in the B-L Primary School parking lot, while the remainder occurred on SC Highway 391. Records for collisions that occurred in the B-L High School parking lot were not used in this study. There was one traffic fatality of note having occurred on March 13, 1990 at the B-L Primary School. Thank you for your consideration to this study.

Sincerely,

Chief of W. Wallace Oswald
Batesburg-Leesville Police Department
660 West Columbia Avenue
Batesburg-Leesville, SC 29006
Office: (803) 532-4408/4409

wbg

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

SOLID WASTE MANAGEMENT DEPARTMENT

498 Landfill Lane
Lexington, SC 29073
Telephone: 803-755-3325
Fax: 803-755-3833

MEMO

To: Adam DuBose, County Grants Manager
From: David L. Eger, Solid Waste Management Director
Date: February 12, 2009
Subject: Used Oil Grant Application
CC: File

Solid Waste Management is requesting Council's approval to apply for the FY 2010 DHEC Waste Oil Grant based on the attached grant budget/application.

We are proposing the funds to be used to promote our oil recycling efforts, including the improvement of oil collection areas with new equipment at the Collection and Recycling Centers, repairs to our filter crushing machine, promotion of the program and use of professional development funds for staff training. A total of \$60,958 is being requested with no matching funds.

Our application is due to DHEC by close of business March 6, 2009 and will require the Council to consider the application at both the Solid Waste Committee as well as reporting out to the Full Council for approval due to the time frame.

Thank you for your assistance. Please contact me if you have any questions.

**COUNTY OF LEXINGTON
DHEC USED OIL GRANT
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru Dec 2008-09	Amended Budget Thru Dec 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Recommend 2009-10	Approved 2009-10
*DHEC Used Oil Grant 5722:								
Revenues: (C/C - 000000)								
458000	State Grant Income	17,326	32,343	97,905	97,905	60,958		
461000	Investment Interest	17	0	0	0	0		
** Total Revenue		17,343	32,343	97,905	97,905	60,958		
***Total Appropriation					65,110	60,958		
FUND BALANCE								
Beginning of Year								
					(4,151)	28,644		
FUND BALANCE - Projected								
					28,644	28,644		

Fund: 5722
Division: Public Works
Organization: 121207 - Solid Waste / Recycling

Object Expenditure Code	Classification	2007-08 Expend	2008-09 Expend (Dec)	2008-09 Amended (Dec)	BUDGET		
				2009-10 Requested	2009-10 Recommend	2009-10 Approved	
Personnel							
*Total Personnel		0	0	0	0		
Operating Expenses							
520100	Contracted Maintenance	0	0	0	15,000		
520200	Contracted Services	3,750	0	0	0		
520400	Advertising and Publicity	7,301	1,379	1,974	0		
521200	Operating Supplies	6,883	2,718	3,142	5,900		
521213	Public Education Supplies	3,261	2,615	5,214	5,000		
525210	Conference & Meeting Expense	300	1,000	1,700	1,000		
* Total Operating		21,495	7,712	12,030	26,900		
**Total Personnel & Operating		21,495	7,712	12,030	26,900		
Capital							
599999	Capital Clearing	(14,020)	0	0	0		
	All Other Equipment	14,020	18,982	53,080			
	(2) 500 Gallon Oil/Gas Mixture Tanks				19,100		
	(16) 55 Gallon Oil Filter Drums & Covers w/ Acc.				7,648		
	(16) 120 Gallon Oil Bottle Containers				6,400		
	(7) Bollards				910		
**Total Capital		0	18,982	53,080	34,058		
** Total Appropriation		21,495	26,694	65,110	60,958		

SECTION III – PROGRAM OVERVIEW

Summary of Programs

DHEC Used Oil Recycling Grant

Objective:

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (DHEC). Funding is being requested to maintain and upgrade each site, educate our residents about the program and provide training for our County staff.

Obtain funding to purchase (2) oil/gas mixture 500 gallon tanks to replace older existing collection tanks; (16) Oil Filter Drum & Covers; (16) 120 Gallon Oil Bottle containers and (7) bollards for protection of oil/gas mixture tanks. Also requested are oil bottle bags and dry absorbent for all Centers.

Educate the public about our program by developing and printing used oil recycling brochure, purchase and distribution of pour spouts and funnels with used oil recycling messages, printing of new county logo with oil recycling banner and purchase of supplies to devise a used oil recycling booth/activity at Kid's Day Lexington.

Finally, we will use available funding to send staff to the Carolina Recycling or SWANA Annual Conferences.

SECTION IV. – SUMMARY OF REVENUES

458000 – State Grant Income **\$60,958**

SECTION V. – LINE ITEM NARRATIVES

SECTION V. B. OPERATING LINE ITEM NARRATIVES

520100 - Contracted Maintenance **\$15,000**

Cost of repair and maintenance for the filter crusher machine (based on quote from vendor - \$15,000).

521200 - Operating Supplies **\$5,900**

(15) Boxes of Oil Bottle Bags (Box of 100) x \$340/Box = \$5,100

These bags are used to line oil bottle recycling containers used for the collection and recycling of oil bottles from the County's 12 collection and recycling Centers.

(100) Bags, Dry Absorbent x \$ 8/ bag = \$800

Highly absorbent, nonflammable, mineral granules used to absorb oil from and reduce hazards/slipping at Collection and Recycling Centers, primarily surrounding the used oil recycling tanks.

521213 PUBLIC EDUCATION **\$5,000**

(5,000) Used Oil Recycling Brochures (5,000 x \$0.25each = \$1,250)

Brochures printed on recycled paper to educate residents about Lexington County's used oil recycling program. (Will be distributed via mail, presentations, special events, and collection and recycling centers.)

(1,500) Oil Bottle Snap and Pour Spouts (1,500 x 1.20 each = \$ 1,800)

Oil bottle snap and pour spouts imprinted with a recycling message and program contact information. (Will be distributed during presentations, special events, and collection and recycling centers.)

(1,500) One Pint Funnels (1,500 x \$0.97 each = \$ 1,440)

Purchase of one pint funnels for oil draining with a recycling message and program contact information. (Will be distributed during presentations, special events, and collection and recycling centers.)

Printing of New County Logo with used oil banner as a seal to be placed on oil tanks at the 12 Collection and Recycling Centers. (12 Centers x \$25 each = \$300)

Supplies For LCSWM Booth At Kid's Day Lexington

To promote the County's used oil recycling program, Lexington County SWM will create and staff a used oil recycling booth at 2009 Kid's Day Lexington. We will devise a hands-on activity for children and distribute information to the parents, as well. Detailed list of supplies will be available as the activity is determined, but will likely include paper, glue, markers and similar items. (\$210)

525210 - CONFERENCE AND MEETING EXPENSE **\$1,000**

The \$1,000 will be used toward a portion of the cost to send staff to the Carolina Recycling Association Annual Meeting and/or the SWANA Annual Conference.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

5A - (2) 500 Gallon Oil/Gas Mixture Tanks **\$19,100**

Purchase of (2) 500 gallon Oil/Gas Mixture Tanks for the Ball Park and Hollow Creek Collection and Recycling Centers. (2) Tanks x \$9,550 each = \$19,100

5A - (16) 55 Gallon Oil Filter Drums and Covers w/ Accessories **\$7,648**

Purchase of (16) 55 Oil Filter Drum and Covers with spill pans for Collection and Recycling Centers. (16) x \$478.00 each = \$7,648

5A - (16) 120 Gallon Oil Bottle Containers **\$6,400**

Purchase of (16) 120 gallon Oil bottle containers for Collection and Recycling Centers. (16) x \$400 each = \$ 6,400

5A - (7) Bollards **\$910**

(7) Bollards for protection of oil/gas mixture tanks at the Ball Park and Hollow Creek Collection and Recycling Centers. (7) Bollards x \$130 each = \$ 910



Office of Solid Waste Reduction and Recycling

Used Oil Grants FY2010

Used Oil Grant Funds are intended for the establishment, expansion and continued operation of used motor oil collection programs for do-it-yourself oil changers. This is to include programs related to the collection of used motor oil, oil filters, oil bottles and oil/gas mixtures. More specific information is included in the grant guidelines.

Used Oil Grant Funds are made available to any county, any municipal government that provides solid waste services, or to any solid waste region in the State of South Carolina. Regional applications may be submitted by any group of counties or local governments that have submitted a regional solid waste management plan to DHEC.

Professional Development may be requested up to \$1,000 for the recycling coordinator, other solid waste/recycling employees or other local government officials to attend waste reduction/recycling seminars or conferences related to used oil recycling.

Requests for public information/education projects are allowable up to the limits indicated on the enclosed table. Education limits are based on population.

For more information contact Jana White at 803-896-4221 or Sharon Thompson at 803-896-4227.

SUBMITTAL INSTRUCTIONS:

- Applications may be submitted electronically, mailed **or** hand delivered.
- One electronic copy or five hard copies (two-sided, only) must be received by the Office no later than **5:00 p.m. Friday, March 6, 2009**.
- Postmark dates will not be taken into consideration.
- Proposals received after the deadline will not be considered.
- Incomplete proposals will not be considered.
- Fax copies will not be considered.

Option #1 - Electronic submittals **should be e-mailed to swgrants@dhec.sc.gov**

Option #2 - Hard copies should be **mailed to:**
 SCDHEC BLWM
 Office of Solid Waste Reduction & Recycling
 2600 Bull St.
 Columbia, SC 29201

Option #3 - Hand delivered, **hard copies go to:**
 SCDHEC BLWM
 Stern Business Center
 8911 Farrow Rd. Columbia, SC
 Phone: 803/896-4200
 --Do **not** mail proposals to this address--

Note: This solicitation does not commit the state to award a grant, to pay any cost incurred in the preparation of the proposal, or to procure or contract for articles of goods or services. The state reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the state to do so.

**SC DHEC Office of Solid Waste Reduction and Recycling
FY2009 Used Oil Grant Application**

1.	Total Amount Requested: \$60,958
2.	Name of Local Government: Lexington County Solid Waste Management
3.	Federal ID Number: 57-6000379
4.	<p>Recycling Coordinator Information</p> <p>Name: David L. Eger Address: 498 Landfill Lane Lexington, SC 29073</p> <p>Phone: 803.785.3335 Fax: 803.755.3383 E-mail Address: deger@lex-co.com</p>
5.	<p>Contact Person Information</p> <p>Name: David L. Eger Address: 498 Landfill Lane Lexington, SC 29073</p> <p>Phone: 803.785.3335 Fax: 803.755.3383 E-mail Address: deger@lex-co.com</p>
6.	<p>Financial Officer/Grant Administrator Information</p> <p>Name: Adam Dubose Address: Lexington County Finance Department 212 South Lake Drive Lexington, SC 29072</p> <p>Phone: 803.785.8111 Fax: 803.785.8111 E-mail Address: adubose@lex-co.com</p>
7.	<p>Authorized Representative (County Administrator, etc.) Information</p> <p>Name: Katherine Hubbard Title: County Administrator Address: 212 South Lake Drive Lexington, SC 29072</p> <p>Phone: 803.785.8100 Fax: 803.785.8101 E-mail Address: khubbard@lex-co.com</p>
8.	<p>Address to which reimbursements should be mailed:</p> <p>498 Landfill Lane Lexington, SC 29073</p>

10. Describe in detail the used motor oil recycling project for which grant funding is being requested. Include a complete description of all goods or services listed on budget pages. Cost estimates must match budget pages. Please provide any information needed to adequately evaluate your application. Attach additional pages as necessary. **Please include descriptive literature for all equipment requested.**

Lexington County has a well-established, successful used oil recycling program at our 12 Collection and Recycling Centers. We're requesting funds to complete an upgrade begun in FY 2009 through the purchase of one new used oil container and one oil/gas mixture tank. The existing equipment is in very poor physical condition. We also intend to expand education of our residents about the program, provide training for our recycling coordinator and contract with a company to provide repair and maintenance work on our oil filter Kruncher machine. This machine is vital to our operation, as well as, servicing other regional municipalities.

Equipment and Supplies

- 500 Gallon Oil/Gas Mixture Tank, Quantity (2) – Ball Park and Hollow Creek Collection and Recycling Centers
- Oil Filter Drum Covers; quantity (16)
- 55 Gallon Drums for oil filters; Quantity (32)
- 120 Gallon Oil Bottle Containers; Quantity (16)
- Bollards for (2) Oil/Gas Mixture Tanks; Quantity (7)
- Oil bottle bags; quantity 15 boxes
- Dry Absorbent; quantity 100 bags

Public Education

Development and printing of used oil recycling brochure; quantity 5,000

Purchase and distribution of (1,500) oil bottle snap & pour spouts and (1,500) one pint funnels, imprinted with the oil recycling message and contact information.

Printing of New County Recycling Logo with used oil banner as a seal to place on oil tanks at (12) County Collection and Recycling Centers

Supplies for Kid's Day Lexington Used Oil Recycling Booth/Activity

Professional Development/Travel

Attendance at Carolina Recycling Annual Conference or SWANA Conference

Other Direct Costs

Major maintenance service is required for the County's used oil filter crusher machine. This machine provides crushing service for the County as well as several other surrounding Counties. Used oil collected from the crushed filters is also recycled.

11. Identify and provide specific addresses for all **proposed** oil collection sites. Provide a lease agreement or proof of ownership for land identified as a proposed collection site.

N/A. All sites established.

12. Check the public education/outreach activities performed last year.

Newspaper Ads

Other (Please describe)

x **Brochures**

Radio Ads

TV Ads

x **Events/Festivals**

x **Presentations**

x **Promotional Items**

Used Oil Collection Sites

List each DIY oil site and check materials collected

Site	Location	Oil	Farmer Oil	Oil/Gas Mix	Bottles	Filters
Ball Park	301 Ball Park Rd. Lexington, SC 29072	X			X	X
Bush River	6109 Old Bush River Rd. Columbia, SC 29212			X	X	X
Chapin	103 Distant Lane Chapin, SC 29036			X	X	X
Edmund	498 Landfill Lane Lexington, SC 29073			X	X	X
Gaston	100 Theo Jumper Rd. Gaston, SC 29053		X		X	X
Hollow Creek	125 Beulah Church Rd. Gilbert, SC 29054	X			X	X
Leesville	702 South Lee St. Leesville, SC 29070		X		X	X
Pelion	1325 South Pine St. Pelion, SC 29123	X			X	X
Red Bank	1633 South Lake Dr. Lexington, SC 29073	X			X	X
Riverchase	110 Riverchase Way Lexington, SC 29072	X			X	X
Sandhills	3241 Charleston Hwy. Cayce, SC 29033	X			X	X
Summit	419 Sandpit Rd. Gilbert, SC 29054	X			X	X

**PROPOSED USED OIL BUDGET
SUMMARY OF BUDGET**

Amounts shown must match project descriptions. Please round numbers to the nearest dollar.

SUMMARY BUDGET

Description	Grant Funds Requested
A. Equipment/Supplies	\$39,958
B. Contract Services	
C. Public Education	\$5000
D. Site Preparation	
E. Travel	\$1000
F. Other Direct Costs	\$15,000
Total Requested	\$60,958

A. EQUIPMENT/SUPPLIES (Examples: boxes, bags, cement pads, used oil collection tank, gas/oil mixture collection tank, farmer oil collection tank, oil bottle containers, oil filter containers, collection station carport covers, DIY oil drain pans, signs, waste oil heater). Please include descriptive literature, brochures, etc. with your original application.

Equipment Description	Proposed location(s)	Per unit cost	Grant request
(2) Gas/Oil Mixture Tank	Ball Park and Hollow Creek Collection and Recycling Centers	\$9,550	\$19,100
(16) Oil Filter Drum Covers w/Spill Pans	One at each of the 8 Centers and two at 4 Centers	\$430	\$6,880
(16) 55 Gallon Drums	Same as above	\$48	\$768
(16) 120 Gallon Oil Bottle Containers	Same as above	\$400	\$6,400
(7) Bollards for Oil/Gas Mixture Tanks	Ball Park and Hollow Creek Collection and Recycling Centers	\$130	\$910
15 boxes, oil bottle bags	For use at each collection and recycling center	\$340	\$5,100
100 bags dry absorbent	For use at each collection and recycling center	\$8	\$800
Totals			\$39,958

B. CONTRACT SERVICES (Example: Used oil filter/bottle collection, transportation costs.)

Description	Proposed location(s)	# units, pick-ups, etc.	Per unit cost	Grant request
N/A	N/A	N/A	N/A	N/A
Totals				

C. PUBLIC EDUCATION (Cannot exceed limit on enclosed table.)

Description	Per unit cost	Grant request
(5,000) brochures, Promoting correct methods for backyard oil changing and spill clean-up, using recycled paper	\$0.25	\$1,250
Purchase of (1500) oil bottle snap and pour spouts imprinted with recycling message and contact information.	\$1.20	\$1,800(inc. tax, freight, set up)
Purchase of (1500) one pint funnels with imprint.	\$0.96	\$1,440 (inc. tax freight, set up)
Printing of County Recycling Logo as a seal to place on Oil Tanks at 12 Collection and Recycling Centers.	\$ 25	\$ 300
Supplies for Kid's Day Lexington Oil Recycling Education Table		\$210
Totals		\$5,000

D. SITE PREPARATION (Examples: clearing, fencing, or paving for **oil sites or pro-rated up to one-third for new sites.**)

Description	Proposed location(s)	Per site cost	Grant request
N/A	N/A	N/A	N/A
Totals			

E. PROFESSIONAL DEVELOPMENT (\$1,000 Maximum Travel)

Description	Grant Request
Trip to Carolina Recycling Association or SWANA Conference	\$1,000
Totals	\$1,000

F. OTHER DIRECT COSTS (For other costs directly associated with the collection, transportation or recycling of used motor oil and related materials. Must be described fully in the project summary.)

Description	Grant Request
Contract repair and maintenance service for the used oil filter crusher machine – attached repair quote	\$15,000
Totals	\$15,000



COUNTY OF LEXINGTON

SOLID WASTE MANAGEMENT DEPARTMENT

498 Landfill Lane
Lexington, SC 29073
Telephone: 803-755-3325
Fax: 803-755-3833

MEMO

To: Adam DuBose, County Grants Manager
From: David L. Eger, Solid Waste Management Director
Date: February 12, 2009
Subject: Solid Waste Management Grant Application
CC: File

Solid Waste Management is requesting Council's approval to apply for the FY 2010 DHEC Solid Waste Management Grant based on the attached grant budget/applications.

We are proposing the funds to be used to assist in the development and promotion of a Smart Business Recycling Program and the implementation of an E-Waste Recycling program for County residents. A total of \$20,000 is being requested with no matching funds.

Our application is due to DHEC by close of business March 6, 2009 and will require the Council to consider the application at both the Solid Waste Committee as well as reporting out to the Full Council for approval due to the time frame.

Thank you for your assistance. Please contact me if you have any questions.

**COUNTY OF LEXINGTON
SOLID WASTE DHEC MANAGEMENT GRANT
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru Dec 2008-09	Amended Budget Thru Dec 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Recommend 2009-10	Approved 2009-10
*Solid Waste DHEC Management Grant 5720:								
Revenues: (C/C - 000000)								
458000	State Grant Income	5,488	16,577	119,788	119,788	20,000		
461000	Investment Interest	18	0	0	0	0		
** Total Revenue		<u>5,506</u>	<u>16,577</u>	<u>119,788</u>	<u>119,788</u>	<u>20,000</u>	<u>0</u>	<u>0</u>
***Total Appropriation					148,703	20,000	0	0
FUND BALANCE								
Beginning of Year					<u>1,127</u>	<u>(27,788)</u>	<u>(27,788)</u>	<u>(27,788)</u>
FUND BALANCE - Projected								
End of Year					<u>(27,788)</u>	<u>(27,788)</u>	<u>(27,788)</u>	<u>(27,788)</u>

Fund: 5720
Division: Public Works
Organization: 121207 - Solid Waste / Recycling

Object Expenditure Code	Classification	2007-08 Expend	2008-09 Expend (Dec)	2008-09 Amended (Dec)	BUDGET 2009-10 Requested	2009-10 Recommend	2009-10 Approved
Personnel							
510100	Salary & Wages	0	0	0	6,240		
511112	FICA	0	0	0	477		
511113	SCRS	0	0	0	586		
511130	Workers Compensation	0	0	0	185		
* Total Personnel		0	0	0	\$7,488		
Operating Expenses							
520400	Advertising & Publicity	0	2,641	2,650	1,100		
521200	Operating Supplies	4,382	0	0	0		
521213	Public Education Supplies	0	0	0	442		
525100	Postage	0	0	0	1,320		
* Total Operating		4,382	2,641	2,650	2,862		
**Total Personnel & Operating		4,382	2,641	2,650	2,862		
Capital							
59999	Capital Clearing	(36,286)	0	0	0		
	All Other Equipment	36,286	14,967	146,053			
	(1) Storage Building (18' x 20')				5,000		
	(2) Cargo Trailer (5' x 10')				3,900		
	(2) Banners (3' x 8')				500		
	(4) Magnetic Signs (2' x 4')				250		
**Total Capital		0	14,967	146,053	9,650		
** Total Budget Appropriation		4,382	17,608	148,703	20,000		

SECTION III – PROGRAM OVERVIEW

Summary of Program

DHEC Solid Waste Management Grant

Objective:

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (DHEC). DHEC is offering grant funds in several categories. The proposed grant request includes two applications - Category 1 - Smart Business/Solid Waste Reporting and Category 2B E-Waste Recycling. We propose to request grant funding in these two categories to:

- Improve outreach to Lexington County businesses regarding waste reduction and recycling through the implementation of a Smart Business Recycling Program.
 - Increase the reporting of materials being recycled by businesses to help meet the State Recycling Goals.
 - Develop and implement an E-Waste disposal and recycling program for County residents utilizing several collection and recycling centers.
 - Increase the volume of waste diverted from the landfill and increase the volume of materials recycled in Lexington County through E-Waste recycling.
-

SECTION IV. – SUMMARY OF REVENUES

458000 – STATE GRANT INCOME **\$20,000**

SECTION V. – LINE ITEM NARRATIVES

SECTION V. B. OPERATING LINE ITEM NARRATIVES

520400 – ADVERTISING AND PUBLICITY \$1,100

(2500) Recycling Education Fliers @ 0.14 each = \$350
8 ½ by 6 ½ educational fliers copied on recycled paper to distribute announcing the E-Waste Recycling Program.
Will advise residents on items collected at collection and recycling centers and how to prepare them for recycling.

(3000) Smart Business Brochures @ \$0.25 each = \$ 750
Brochures detailing the Lexington County Smart Business Recycling Program for distribution to County
Businesses.

521213 – PUBLIC EDUCATION SUPPLIES \$442

Includes purchase of mailing labels (2 boxes x \$25/box = \$50) and materials for Smart Business Seminars (\$392).

525100 – POSTAGE \$1,320

Postage to mail letters (3000 letter x \$0.44 each = \$ 1,320).

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

5A - (1) STORAGE BUILDING (18' x 20') \$5,000

An 18'x 20'x 10' storage building will be purchased and placed at the Ball Park Collection and Recycling Center to store Gaylord boxes of collected E-waste (computers, monitors, printers, fax machines, etc.) until the materials are loaded and hauled to an E-waste Recycling Facility.

5A - (2) CARGO TRAILERS (5' x 10') \$3,900

Two Cargo Trailers (5' x 10') are being purchase to provide mobile collection and storage of E-waste at designated Collection and Recycling Centers. Once they are filled (two Gaylord boxes each) they will be used to transport the E-waste to the Ball Park Collection and Recycling Center storage building. The trailers can be left at a designated center and will provide security and prevent damage from inclement weather.

5A - (2) BANNERS (3' x 8') \$500

All weather banners (3' x 8') for display at collection and recycling centers to promote E-Waste recycling.

5A - (4) MAGNETIC SIGNS (2' x 4') \$1,800

All weather magnetic signs (2' x 4') for placement on cargo trailers. Along with public education campaign, signs should help significantly increase amount of e-waste collected for recycling at collection and recycling centers.

Lexington County Application
FY2010 Solid Waste Reduction and Recycling Grant
Category 1: Smart Business/Solid Waste Reporting

GENERAL INFORMATION

1. Lexington County Solid Waste Management
Contact: David L. Eger, Director
498 Landfill Lane, Lexington, S.C. 29073
Phone: 803.785.3335 Fax: 803.755.3833
deger@lex.co.com
Federal I.D. Number 57-6000379

PROGRAM DESCRIPTION

2. **Explain briefly your current data collection, tracking and reporting methods:** Lexington County collects recycling information from businesses in the County through two primary methods a.) On an annual basis correspondence is sent to area businesses (see attached) that the County has contact information and includes a copy of the form provided by DHEC – “Recycling Efforts of Commercial Business/Industry” (see attached). This information is requested to be returned to the County by Fax or mail. or b.) The business may report their recycling information directly on the DHEC Re-Trac system.
3. **Describe in detail the project for which you are requesting funds:** Lexington County Solid Waste Management will continue to use the existing method of collecting and tracking the volumes of materials recycled by businesses and use of the Re-Trac system as provided. However, the major thrust of the proposed program would be to improve outreach to the Lexington County businesses, making collection of the statistics on recycling more effective than the current system. In order to accomplish this effort, the County proposes to 1.) Establish a Lexington County Smart Business Recycling program and 2.) Hire a temporary Intern for approximately three (3) months to assist the County Recycling Coordinator in the development of the program, contacting businesses and outreach activities.

Proposed activities:

- Develop a data base of businesses in Lexington County specific to type and recycling activity.
- Develop a mailing list and targeted correspondence to be sent to businesses in the County, describing the new Smart Business Recycling Program and objectives.
- Contact as many businesses as possible to meet and develop relationships with key personnel involved in internal recycling or environmental program functions.
- Hold two (2) Smart Business Recycling Program seminars to promote business recycling and improve data collection.

Lexington County Application
FY2010 Solid Waste Reduction and Recycling Grant
Category 1: Smart Business/Solid Waste Reporting

4. Describe the personnel involved and how positions will be funded:

- a. Recycling Coordinator: Oversees overall program, coordinates with Intern in program activities, develops promotional materials, monitors program progress, assists in establishing business contacts, hires Intern, sends reports to DHEC. Funded through LCSWM.
- b. Intern – Administrative Assistant (Temporary): Assist the County Recycling Coordinator in contacting businesses, establishing a data base for businesses, preparation of promotion materials and setting up meetings, seminars, etc. Funded through Grant.

5. Described how the program improves data collection, tracking and reporting:

One of the major obstacles in gathering information from businesses is the fact that the Solid Waste Management Department does not have clear relationships with the business community and does not have a good understanding of what they do and what is or is not being recycled. The proposed program would begin to establish these relationships and trust with the business community, thereby permitting improved data collection and familiarity by business with opportunities, such as directly using the Re-Trac system for reporting.

6. Explain how the proposed project complements, or makes use of, existing programs:

The proposed program would enhance and hopefully improve the collection of data currently being provided through the existing program. The County does not plan on changing the data collection approach currently used; only developing the relationship with the Business community, thereby increasing the reporting accuracy with an increased number of businesses.

Lexington County Application
 FY2010 Solid Waste Reduction and Recycling Grant
 Category 1: Smart Business/Solid Waste Reporting

7. Detailed Budget:

Item	Grant Funds	Matching Funds	In-Kind	Other
Personnel: - Intern – Administrative Assistant Grade 5 \$13.00/ hour x 40 hours/week x 12 weeks = \$6,240. Fringe - \$1,248. Grant Funded - County Recycling Coordinator \$30 per hour w/fringe x 160 hours = \$4,800	\$7,488	N/A	\$ 4,800	N/A
Public Education: - Smart Business Brochure – 3000 x \$0.25 each = \$750 - Mailing labels – 2 boxes (1,500/box) x \$23.19 = \$ 50 - Postage 3,000 letters x \$0.44 each = \$1,320 - Seminar Expense 2 x \$196 each = \$ 392	\$2,512	N/A	N/A	N/A
TOTAL	\$10,000	N/A	\$4,800	N/A

8. Provide details of any annual subscription fees: None

9. Describe the anticipated costs for on-going management of the project and for making changes in the future. Describe how these activities would be funded in the future:

Once established, the program would be continued and funded as a part of the County's ongoing Recycling Program. Future costs would include the Recycling Coordinators salary and operating expenses including upkeep of the business contact data base, mailings and promotional materials.

Lexington County Application
FY2010 Solid Waste Reduction and Recycling Grant for increased Collection Program
Category 2B: Electronics Recycling

GENERAL INFORMATION

1. Lexington County Solid Waste Management
Contact: Tom Harmalik, Collection and Recycling Coordinator
498 Landfill Lane, Lexington, S.C. 29073
Phone: 803.785.3337 Fax: 803.755.3833
tharmalik@lex-co.com
Federal I.D. Number 57-6000379

PROGRAM DESCRIPTION

2. **Describe your current electronics recycling program:** Lexington County Solid Waste Management currently recycles old computers, monitors, printers, fax machines, and copiers from departments within the County Government.

During FY 07-08, the county recycled 4.14 tons of electronics. YTD for FY 08-09 a total of 15.04 tons of electronics have been recycled through our vendor, Creative Recycling Systems, Inc. PO Box 13758, Durham, N.C. 27709, (800) 388-3961.

The electronics are placed in Gaylord boxes on pallets. Once there is a truckload of 15 Gaylord boxes, Creative Recycling is notified and a pick-up is scheduled. The County covers the expense of transporting the electronics from the various departments and the solid waste management staff prepares the items for shipment. Although the county does not receive any revenue for the commodities, our program has prevented nearly 20 tons from being landfilled.

3. **Describe the proposed e-scrap program:** Lexington County Solid Waste Management is requesting funding to expand our electronics recycling program to our residents through our Collection and Recycling Centers and one permanent facility (Ball Park Collection and Recycling Center). Our program will:
 - a. Accept computers, monitors, printers and fax machines at several Collection and Recycling Centers.
 - b. Motivate residents to recycle electronics and educate them about electronic recycling - what we accept, how to prepare it and why recycling is important.
 - c. The items would be collected at several Collection and Recycling Centers located throughout the County on a rotating basis. They will be placed in an enclosed trailer, to properly secure the items and prevent damage from the inclement weather. Once the trailer is full, they will be transported to a central location at our Ball Park Collection and Recycling Center. The

Lexington County Application
FY2010 Solid Waste Reduction and Recycling Grant for increased Collection Program
Category 2B: Electronics Recycling
items will be sorted and stored at the Ball Park Collection and Recycling
Center until we have enough to ship to Creative Recycling.

- d. The counties goal is to increase electronic recycling by 25%, or 5 tons per year. Based on the volume of activity at these sites, if only 1% of the residents placed an electronic device in the recycling trailer, over 1,500 additional devices would be recycled. This is a bottom line goal and we hope to increase our percentage and tonnage as the program matures.

4. **Describe the personnel involved and how positions will be funded:**

- a. Recycling Coordinator: Oversees overall program, coordinates with partners, orders educational materials, educates residents, monitors program progress, sends reports to DHEC. Funded through LCSWM.
- b. Collection and Recycling Center Coordinator: Educates attendants, assist with physical set up, purchase's trailers and building, schedules pick-up with vendor. Funded through LCSWM.
- c. Collection and Recycling Center Attendants: Help educate residents, monitor bins for contamination, schedule pick-up of trailers by Recycling Collectors. Funded through LCSWM.
- d. Recycling Collectors: Pick-up trailers at centers, prepare electronics for shipment, load electronics in vendors trucks. Funded through LCSWM.

5. **Described equipment used, including equipment purchased by grant:**

- a. SWM flatbed trucks: LCSWM property.
- b. SWM forklift truck: LCSWM property.
- c. Box truck: Creative Recycling property.
- d. Cargo Trailers, (2) 5' X 8': Grant Request.
- e. Storage Building 18'x20'x10': Grant Request
- e. Pallets, Gaylord Boxes: LCSWM property.

Lexington County Application
FY2010 Solid Waste Reduction and Recycling Grant for increased Collection Program
Category 2B: Electronics Recycling

6. Describe the vendor(s) you anticipate using and the method you will use to choose them:

Creative Recycling Systems, Inc
PO Box 13758
Durham, N.C. 27709
1-800-388-3961

CRS maintains sophisticated facilities throughout the southeastern United States, which are designed to properly recycle and reuse an ever-growing array of electronic equipment. They own their own fleet of trucks to ensure prompt service. CRS also provides security of data destruction.

7. Describe services provided by vendor and any cost/revenue information:

- Removal of Security Data
- Custom solutions for electronics recycling needs
- Environmental management systems
- Data security and destruction including sanitizing and/or shredding IT media
- Data security, recycling and destruction certifications

OUTREACH

8. Describe all outreach and educational activities that will be undertaken to promote the project:

- a. Banners at each Collection and Recycling Center to promote electronic recycling.
- b. Program promotion via LCSWM Web site, news releases, flyers, monthly recycling e-newsletter, etc.
- c. Presentations to schools, civic/social groups.
- d. Training of staff to provide the knowledge to our residents.
- e. Lexington County Council resolution adopting electronic recycling program.

Lexington County Application
 FY2010 Solid Waste Reduction and Recycling Grant for increased Collection Program
 Category 2B: Electronics Recycling

9. Indicate which outreach activities will be performed with the assistance of grant funding:

- a. Collection and Recycling Center Banners
- b. Recycling Brochures
- c. Magnetic Signs (County recycling Logo and E-Waste Recycling Banner for recycling cargo trailers.

BUDGET/COST JUSTIFICATION

10. Provide a detailed budget for the project, including grant funds requested, matching funds available, in-kind contributions and any other contributions:

11. Include a detailed explanation of each item listed in the budget:

12. Describe any other item needed and how those will be funded or obtained:

Item	Grant Funds	Matching Funds	In-Kind	Other
Storage Building to hold inventory of recycled electronics 18x20x10	\$5,000	N/A	N/A	N/A
(2) Cargo Trailers, 5'x10', double rear doors, side door	\$3,900	N/A	N/A	N/A
(2) Banners 3'x8', with lettering	\$500	N/A	N/A	N/A
(4) All weather 2x2 Magnetic signs for trailers	\$250	N/A	N/A	N/A
2500 fliers for distribution printed on recycled paper	\$350	N/A	N/A	N/A
TOTAL	\$10,000	N/A	N/A	N/A



COUNTY OF LEXINGTON

SOLID WASTE MANAGEMENT DEPARTMENT

498 Landfill Lane
Lexington, SC 29073
Telephone: 803-755-3325
Fax: 803-755-3833

MEMO

To: Adam DuBose, County Grants Manager
From: David L. Eger, Solid Waste Management Director
Date: February 12, 2009
Subject: Solid Waste Tire Grant Application
CC: File

Solid Waste Management is requesting Council's approval to apply for the FY 2010 DHEC Waste Tire Grant based on the attached grant budget/application.

We are proposing the funds to be used to promote our tire recycling efforts, including the new tire amnesty day program. A total of \$6,000 is being requested with no matching funds.

Our application is due to DHEC by close of business March 6, 2009 and will require the Council to consider the application at both the Solid Waste Committee as well as reporting out to the Full Council for approval due to the time frame.

Thank you for your assistance. Please contact me if you have any questions.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Solid Waste Tire Grant

Fund: 5721 SW / Waste Tire Grant **Department:** 121207 Solid Waste/Recycling
No. Title No. Title

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

Grant Overview:

Lexington County Solid Waste Management is applying for grant funding for promotion of our tire recycling program and training/travel for Solid Waste staff.

Grant Period: July 1, 2009 to June 30, 2010

Responsible Departmental Grant Personnel: David L. Eger, Director

Date Grant Information Released: January 21, 2009 **Date Grant Application Due:** March 6, 2009

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

Personnel	\$	-
Operating	\$	6,000.00
Capital	\$	-
Total	\$	6,000.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: N/A

 % \$ Amount

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

Submit quarterly and year-end reports to DHEC.

Dept. Preparer:	_____	_____
Dept. Approval:	DE	2/12/2009
Finance Approval:	AD	2/17/2009
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
SOLID WASTE TIRE GRANT
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru Dec 2008-09	Amended Budget Thru Dec 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Recommend 2009-10	Approved 2009-10
* Waste Tire Grant 5721:								
Revenues: (C/C - 000000)								
458000	State Grant Income	2,983	544	6,000	6,000	6,000		
461000	Investment Interest	29	1	0	1	0		
** Total Revenue		3,012	545	6,000	6,001	6,000		
***Total Appropriation					6,000	6,000		
FUND BALANCE								
Beginning of Year								
					213	214		
FUND BALANCE - Projected								
End of Year								
					214	214		

Fund: 5721
Division: Public Works
Organization: 121207 - Solid Waste / Recycling

		BUDGET					
Object Expenditure Code	Classification	2007-08 Expend	2008-09 Expend (Dec)	2008-09 Amended (Dec)	2009-10 Requested	2009-10 Recommend	2009-10 Approved
Operating Expenses							
521213	Public Education Supplies	2,798	0	5,000	5,000		
525210	Conference & Meeting Expenses	0	585	1,000	1,000		
* Total Operating		2,798	585	6,000	6,000		
**Total Personnel & Operating		2,798	585	6,000	6,000		
Capital							
**Total Capital		0	0	0	0		
** Total Appropriation		2,798	585	6,000	6,000		

SECTION III – PROGRAM OVERVIEW

Summary of Program

DHEC Waste Tire Grant

Objective:

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (DHEC).

To educate the public about our program, we will use grant funds to

- Purchase 3’x8’ Banners to be used to announce quarterly tire amnesty days to be placed at the County’s 12 Collection and Recycling Centers.
- Develop and distribute brochures used to describe the quarterly tire amnesty program.
- Purchase and distribute mouse pads made from recycled tires with the message “Recycle tires and oil in Lexington County”.

We will also use available funding to send staff to the Carolina Recycling Annual Conference or the SWANA Annual conference to promote professional development.

SECTION IV. – SUMMARY OF REVENUES

458000 – State Grant Income **\$6,000**

SECTION V. – LINE ITEM NARRATIVES

SECTION V. B. OPERATING LINE ITEM NARRATIVES

521213 - PUBLIC EDUCATION SUPPLIES **\$5,000**

(12) 3’x8’ Banners @ \$225 each = \$2,700

Banners are being requested to be used to announce the County’s new quarterly tire amnesty day and will be placed at the 12 Collection and Recycling Centers.

(5000) Brochures @ \$0.10 each = \$500

Brochures will be developed and used to describe the Quarterly Tire amnesty day program.

(600) Computer Mouse Pads @ \$3.00 each = \$1,800

Purchase of computer mouse pads made from recycled tires with message – “Recycle Tires and Oil in Lexington County.

525210 - CONFERENCE AND MEETING EXPENSES **\$1,000**

The \$1,000 will be used toward a portion of the cost to send staff to the Carolina Recycling Association Annual Meeting and/or the SWANA conference.

**SC DHEC Office of Solid Waste Reduction and Recycling
FY2010 Waste Tire and Automobile Dismantler Grant Application**

1.	Total Amount Requested: \$ 6000
2.	Name of Local Government: Lexington County Solid Waste Management
3.	Federal ID Number: 57-6000379
4.	<p>Recycling Coordinator Information</p> <p>Name: David L. Eger Address: 498 Landfill Lane Lexington, SC 29073</p> <p>Phone: 803.785.3335 Fax: 803.755-3833 E-mail Address: deger@lex-co.com</p>
5.	<p>Contact Person Information</p> <p>Name: David L. Eger Address: 498 Landfill Lane Lexington, SC 29073</p> <p>Phone: 803.785.3335 Fax: 803.755-3833 E-mail Address: deger@lex-co.com</p>
6.	<p>Financial Officer/Grant Administrator Information</p> <p>Name: Adam Dubose Address: Lexington County Finance Department 212 South Lake Drive Lexington, SC 29072</p> <p>Phone: 803.785.8111 Fax: 803.785.8111 E-mail Address: adubose@lex-co.com</p>
7.	<p>Authorized Representative (County Administrator, etc.) Information</p> <p>Name: Katherine Hubbard Title: County Administrator Address: 212 South Lake Drive Lexington, SC 29072</p> <p>Phone: 803.785.8100 Fax: 803.785.8101 E-mail Address: khubbard@lex-co.com</p>
8.	<p>Address to which reimbursements should be mailed:</p> <p>498 Landfill Lane Lexington, SC 29073</p>

9. Describe the areas to be serviced under this grant:

Municipalities, townships, etc.	Population Estimates	Description of area: rural, urban, etc.	Square mileage of area
Lexington County	240,160	Suburban	765

10. Describe the current methods available and tipping fee policy for the disposal of waste tires for the following: (Attach additional pages, if necessary)

	Current Methods available to dispose of waste tires
Residents:	Disposal at LCSWM landfill; charged \$1.50 handling fee per tire
Tire Retailers:	Disposal at LCSWM landfill; charged \$1.50 handling fee per tire
Auto Dismantlers:	Disposal at LCSWM landfill; charged \$1.50 handling fee per tire
Other Business:	Disposal at LCSWM landfill; charged \$1.50 handling fee per tire

11. For Stockpiles: Provide the following information for any vendor that provides collection, transportation, processing and/or recycling services: (Attach additional pages, if necessary)

Hauler:	N/A
Processor:	N/A
Charge Per Ton:	N/A
Other Charges:	N/A
Location of Stockpiles:	N/A

12. For Current Generation Tires: Provide the following information for any vendor that provides collection, transportation, processing and/or recycling services: (Attach additional pages, if necessary)

Hauler:	U.S Tire Recycling
Processor:	U.S. Tire Recycling
Charge Per Ton:	\$88.80
Other Charges:	N/A

13. For Automobile Dismantler Tires: Provide the following information for any vendor that provides collection, transportation, processing and/or recycling services: (Attach additional pages, if necessary)

Hauler:	U.S Tire Recycling
Processor:	U.S Tire Recycling
Charge Per Ton:	\$88.80
Other Charges:	N/A

14. Describe in detail the project for which grant money is being requested.

A. For stockpile clean-ups include the following information:

1. Overview of the project.
2. List the sites with accumulated tire piles. Include address of the sites and name of the property owners. Include a site map.
3. Give an estimate of the number of tires at each site. Give an estimate of the length of time the tires have been at each site.
4. Describe all compliance or enforcement action that has been taken by state or local authorities against the property owners or other parties involved in the dumping of tires at these sites.
5. Describe how these tires are to be collected and transported and what the final disposition of the tires will be.
6. All other pertinent information needed to assess the project for which you are applying.

- B. For Automobile Dismantler tires include the following information:
1. Expected tonnage
 2. The location of the collection facility
 3. Destination of tires and means of transporting
 4. Method of processing or recycling of tires
 5. Responsibility for drop charges, if tires are collected directly from the dismantler
 6. Contact information for any known automobile dismantlers that wish to participate in this program but are not named on the enclosed dismantler list.
- C. For Current Generation waste tires include the following:
1. A complete overview of the project. Include tonnage estimates of tires to be recycled, disposed or processed as a result of the program.
 2. Provide pertinent information on any written contracts, written bids or written agreements applicant has entered into to develop and/or implement the program. Include specifics of what services will be rendered and cost estimates. (A copy of the written document may be substituted.) Cost estimates must match budget pages.
 3. Describe the location from which the tires are to be removed, including ownership of the property and provide an explanation of how the tires came to be located there.
 4. The final destination of the tires, i.e., how and where processed or recycled.
 5. Length of time for which the contract will extend.
 6. All other pertinent information needed to assess the project for which you are applying.
- D. For professional development, public education and other direct costs, include a detailed description of all goods and services requested. Cost estimates must match budget pages. Other direct costs may include equipment and site preparation directly related to the collection of waste tires.

15. Complete the Tire Fee Worksheet provided on the next page.

**TIRE FEE WORKSHEET
FY2009**

(COUNTY GOVERNMENTS ONLY)

Applicant: N/A		Passenger tires managed annually: <input type="text"/>		Truck tires managed annually: <input type="text"/>
		2007 Actual	2008 Anticipated	2009 Anticipated
Current Generation:	A.) Total tons managed			
	B.) Contracted rate/ton for removal/recycling			
	C.) Total Cost (A x B)			
Stockpile Clean-ups:	D.) Total tons managed			
	E.) Contracted rate/ton for removal/recycling			
	F.) Total Cost (D x E)			
Automobile Dismantler:	G.) Total tons managed			
	H.) Contracted rate/ton for removal/recycling			
	I.) Total Cost (G x H)	\$		
Revenues:	J.) Treasure's Office Disbursement			
	K.) Tipping Fees for Waste Tires			
	L.) Revenue from other sources			
	M.) Total Revenues (J + K + L)			
Calculate your anticipated shortfall amount using the numbers from 2009 Anticipated column above:				
Total anticipated cost for 2009 (C + F + I):				
Less: Total anticipated Revenues for 2009 (M):				
Anticipated Shortfall:				
*The request for contractor costs can be no greater than this amount.				

**PROPOSED WASTE TIRE BUDGET
SUMMARY OF BUDGET**

Amounts shown must match project descriptions.
Please round numbers to the nearest dollar.

SUMMARY BUDGET

Description	Grant Funds Requested
A. Contractor Costs	\$0
B. Public Education	\$5000
C. Travel	\$1000
D. Other Direct Costs	\$0
TOTAL	\$6000

A. Contractor Costs (Grant Request Should not exceed shortfall amount figured on Tire Fee Worksheet)

Description	Grant Funds Requested
N/A	N/A
	\$
	\$
Total	\$

B. Public Education (See attached table for limits)

Description	Grant Funds Requested
(12) Banners (3'x8' w/lettering) announcing a new program – quarterly tire amnesty day @ \$225 each	\$2,700
(5,000) brochures describing the tire amnesty program @ \$0.10 each	\$500
600 Mouse Pads made from recycled tires with message – “Recycle Tires and Oil in Lexington County” @ \$3.00 each	\$1,800
Total	\$5,000

C. Professional Development (Maximum \$1,000)

Description	Grant Funds Requested
Attendance at the Carolina Recycling Assoc. or SWANA Annual conferences.	\$1000
Total	\$1000

D. Other Direct Costs

Description	Grant Funds Requested
N/A	\$
	\$
	\$
Totals	\$

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 WRECKER REGULATIONS

for Public Vehicles

The following regulations shall be followed by all wrecker services utilized by the
COUNTY OF LEXINGTON.

A. QUALIFICATION CRITERIA

1. All wreckers shall have appropriate safety equipment, fire extinguishers, warning devices, flash lights and all other equipment necessary to protect the motoring public and be equipped with amber flashing lights visible in all directions for a distance of 500 feet in normal sunlight. Such equipment shall be maintained in good working order. All authorized amber flashing lights shall be activated and wrecker operators shall wear reflective traffic safety vests while performing recovery operations or when circumstances are such that the vehicle(s) being transported create a potentially hazardous condition for other motorists.
2. Each wrecker service on the rotation list must place a sign on the driver and front passenger door of each of its wreckers indicating the company name, address, and telephone number of the zone to which it is assigned. This sign shall be painted on the doors of the wrecker or otherwise permanently affixed to the doors. The letters of the sign must be no less than two inches high. If the wrecker is registered in a name other than that of the wrecker service, the owner's name must also appear on the doors in letters no less than one inch high. All lettering on wreckers shall be plainly visible and shall be in a color that contrasts to that of the wrecker.
3. Each wrecker service on the rotation list must place a sign on the exterior of its business location clearly visible indicating the company name, telephone number, and business hours.
4. Each wrecker owned by any wrecker service on a rotation list shall be equipped at all times with a towing log. The towing log shall be continuously maintained by the wrecker service and shall accurately reflect all towing done by the wrecker service at the request of the County of Lexington. The design of the wrecker log will be dictated by the County of Lexington and shall not be altered. Upon request by the County of Lexington, the owner of the wrecker service shall promptly produce this towing log.
 - (a) Records. Each wrecker or towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff has the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.
5. Wrecker operators must display professional behavior when conducting any business at the request of the County of Lexington. Operator's staff shall at all times behave in a manner that will maintain the best possible public relations. The County has the right to require any driver or helper considered to be incompetent, not of good character, maintaining poor relations, or otherwise unsuitable, to be replaced forthwith with a person who can conduct themselves in a suitable manner.

6. Wrecker services and operators shall be familiar with and shall comply with the laws regarding solicitation from the highway. (Section 56-5-3180 of the South Carolina Code of Laws)

7. A new rotation list will be created each fiscal year (July 1 through June 30). A wrecker service desiring to be on the rotation list in the next year must apply in writing by May 1st and be inspected and qualified prior to June 30th. On June 30th of each year the County of Lexington will publish the wrecker rotation list to be effective July 1st of the following year.

8. A wrecker service not currently on the County of Lexington wrecker rotation list and desiring to be added may apply in writing at any time but must first be inspected and qualified.

9. A wrecker service that fails to pass inspection and qualification as prescribed by regulation will be notified of the deficiencies. When the wrecker service corrects the deficiencies, they must submit to a new inspection of the previous deficiencies during a time period that is to be specified by the County of Lexington.

If not in compliance with Lexington County Ordinances, privileges for towing for the County of Lexington will be immediately suspended. Privileges will remain suspended until brought back into compliance. If the non-compliance is not a Lexington County Ordinance issue, the operator will have ten (10) days to become compliant. At the end of the said ten (10) days of noncompliance, the County will petition the Wrecker Rotation Disciplinary Board for permanent suspension of towing privileges for all zones.

B. WRECKER SERVICE ROTATION LIST/RESPONSIBILITIES

1. The County of Lexington will establish zones for towing for Class A vehicles, and a wrecker rotation list will be prepared for each zone. The zones will correspond with the nine (9) county council districts and each district will become a wrecker zone. Class B and C Vehicles will not be assigned zones. A wrecker service requesting to be on the rotation list for a particular council district will be selected in the following priority order: 1) Wrecker Services with a business physically located within Lexington County, 2) Wrecker Services with a business physically located within that council district, 3) Wrecker Services that currently participate in the rotation list in that council district, 4) Wrecker Services with a business closest in driving time to the center of the council district, and 5) if necessary, by lottery.. The wrecker to be used for that zone must be housed at that location during normal business hours ("Normal business hours" or "business hours") as used in this regulation means from 8:00 a.m. to 5:00 p.m., Monday through Friday and additional hours designated and posted by the company. The vehicle towed must be towed to the same business location where the wrecker is housed during normal business hours, unless the vehicle owner or operator requests that the vehicle be towed to another location. Normal business hours must be clearly posted. Storage lots are not considered as a separate business. **A wrecker service or owner can only be on the list one time in any zone.** There will only be one telephone number for one wrecker service at any one address on rotation. **Pagers and cellular phones are not acceptable.** A wrecker service must immediately notify the County of Lexington upon change of address or telephone number.

2. Separate rotation lists will be maintained for each category of wreckers. When the services of a categorized wrecker are needed and when the owner or driver of the vehicle to be towed has no preference as to which wrecker service he/she desires, a wrecker will be called from the appropriate wrecker rotation list. The investigating officer will use his/her discretionary authority

to deny request for specific wrecker service whenever the request will delay the timely restoration of safe traffic movement.

3. The wrecker service must have a wrecker of sufficient size and strength to handle the job. The County of Lexington will have the right not to call a wrecker service that, in its opinion, fails to meet this qualification for a specific job. Under these conditions, the wrecker service not called will remain on the top of the rotation list.

4. Wreckers shall respond only upon the request of Lexington County Dispatch.

5. Wrecker services will be called from the rotation lists in the order in which they appear on the lists. If a particular wrecker service is unavailable when called, it will be passed over and the next wrecker service on the list will be called to the scene. The order of the rotation list will not change.

6. Wrecker services shall be located within the established wrecker zone available to the County of Lexington to respond to rotation calls for the immediate release of personal property on a twenty-four hour, seven day a week basis. The wrecker service location shall have an agent present during business hours and upon request, the wrecker service must immediately release personal items such as medicines, medical equipment, keys, clothing, and tools of the trade, child restraint systems and perishable items. The wrecker service shall also be available for the release of the towed vehicle to the County on a reasonable after-hours basis, including weekends. Should there be a dispute between the County and the wrecker service regarding any storage fees or charges, the County must provide the wrecker service written notification of the dispute. If the dispute is settled in favor of the wrecker service then the County is liable for all charges, which accrued pending the resolution. The wrecker service must cease any storage charges that would otherwise accrue from the time the wrecker service receives written notification of the dispute until the dispute is settled. Upon release of the vehicle, the wrecker service shall provide an itemized statement of all charges.

7. Unless the owner or driver of a vehicle is incapacitated or unavailable, the investigating officer at the scene will make a determination of the owner or driver's preference of a wrecker service. The investigating officer will use his/her discretionary authority to deny request for a specific wrecker service whenever the request will impair the timely restoration of safe traffic movement. In the event the owner or driver of the vehicle does not have a preference or preference cannot be determined, the investigating officer will utilize a wrecker from the rotation list. The wrecker service responding to such call shall provide the vehicle operator with a business card containing the wrecker service name, address, telephone number and business hours.

8. A wrecker service shall respond, under normal conditions, in a timely manner not to exceed 45 minutes for Class A and/or B vehicles. Class C wreckers will have up to one (1) hour to respond. Failure to respond in a timely manner may result in a second rotation wrecker being requested. If the second wrecker is requested before the arrival of the first rotation wrecker, the initially requested wrecker will forfeit the call and will immediately leave the collision/incident scene.

9. A wrecker service may respond with a wrecker of a higher class than requested. However, wrecker service is limited to the rates of the requested classification.

10. It shall be the responsibility of the wrecker service to perform a general clean up of the accident area before leaving the scene of any accident. This responsibility requires the wrecker service to remove all debris such as broken glass, liquids, and materials from an accident area by sweeping up such debris and removing this material from the scene. Wreckers shall be equipped

with a suitable type container to transport the debris. Wreckers shall also be equipped with brooms, shovels, commercial absorbent and all other equipment necessary to fulfill this responsibility.

11. Each wrecker service shall be responsible for securing personal property in a vehicle at an accident scene. The wrecker service shall be responsible for preserving personal property in a vehicle towed from an accident scene.

12. The wrecker service shall maintain the towed vehicle in a safe storage area in a manner that would prohibit further damage and ensure protection of personal property. Each applicant is to have a storage lot in close proximity to the place of business with adequate storage, securely enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance. This may be a locked building or a secured fenced-in area where the stored vehicles and other property will not be accessible to the public. Wrecker services may charge the County mandated storage fee, commencing 12 hours after the vehicle is towed to the storage area and terminating when the vehicle owner or vehicle owner's designee offers or attempts to pick up the vehicle and offers to pay the wrecker service's legitimate accrued charges.

a. Outside storage facilities must be sufficiently lighted, fenced, and locked for protection of vehicles and property.

b. Fencing around storage facilities must be of adequate size to discourage theft of vehicles and property stored within, and may not be less than six feet in height.

c. Inside storage, covers, tarpaulins, or other devices must be available for protection of vehicles or personal property.

13. A wrecker service may secure assistance from another wrecker service when necessary to complete the recovery; however, this does not supersede paragraph 3 of this section nor does it permit wrecker services to accept a rotation call and dispatch the call to secondary wrecker services. Only one bill is to be submitted to the owner or operator for the work performed.

13. Motorists utilizing the County of Lexington Wrecker Rotation List will have the option of paying by major credit card. All wrecker services must accept major credit cards.

15. At all times, every attendant must be wearing reflective safety clothing and/or vest at the scene.

16. Upon being dispatched for a call for service, each wrecker company is responsible for providing the name of the responsive driver. The responsive driver's information must correspond with the eligibility list that is maintained by county dispatch. If the company sends an alternate driver, the sheriff's department will verify with dispatch that the alternate corresponds with the eligibility list.

17. All wrecker or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.

C. INSPECTIONS

1. All wrecker service contractors will be required to bring their trucks to the county Fleet Services facility on Ball Park Road for an annual inspection. Vendors will be notified in writing from the County at least 30 days in advance of the inspection date(s). During that time, all wrecker services will be required to submit current South Carolina driver's license reports and a current certificate of insurance. Failure to comply with this requirement will result in suspension of the contract until their company is in compliance and passes inspection.

2. All wrecker services may also be subjected to at least one (1) on site inspection per year. Vendors will be notified at least twenty-four (24) hours prior to the inspection. During the assessment, representatives from the County of Lexington's Procurement Office, Zoning Office, and/or Fleet Services will be onsite to inspect the location to ensure its compliance with the wrecker rotation contract. Any violations will result in the suspension of the contract until they are in compliance.

D. DISCIPLINARY/GREIVANCE PROCEDURES

1. The County of Lexington will enact a Wrecker Rotation Disciplinary Policy setting out the procedures for enforcing this regulation. There will be a Wrecker Rotation Disciplinary Board which will be made up of the following individuals:

1. South Carolina State Transport Police
2. Highest Ranking Lexington County Sheriff's Department Traffic Division Officer
3. One (1) member elected by the wrecker rotation peers
4. Two (2) County Council appointed members
5. County of Lexington Attorney (non-voting)

Possible disciplinary infractions that would allow the suspension of any wrecker and towing service include but are not limited to the following:

1. Anyone who receives a conviction and/or violation of any County and/or State Laws. A wrecker service that is charged with violating county, state, or federal law may also be temporarily suspended for a service.
2. Vendor who is unavailable and/or turns down wrecker service calls from the Communications Center at a rate exceeding 25% over a quarterly evaluation period.
3. Vendor who fails to meet the contract response time.
4. Vendor who fails to maintain an updated driver eligibility list with the County of Lexington.
5. Sending an ineligible driver to the tow scene.
6. Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).
7. Lack of proper insurance.

8. Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.
9. Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.
10. Evidence of excessive or unnecessary fees for towing or storage charges to customers.
11. Storing a vehicle at a location other than an approved storage facility.
12. Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.
13. Any wrecker service or driver who is unable to answer a call and fails to notify contract administrator of the reason for the unavailability.
14. Failure to comply with all zoning ordinances.
15. Failure to pay property taxes
16. If the county has any other reason to believe that it feels would be in the best interest of the county to suspend the agreement with the wrecker or towing service.;

2. Failure of any wrecker service to comply with this regulation will result in disciplinary action in accordance with the County of Lexington Wrecker Rotation Disciplinary Policy.

3. If the County has reason to believe that a wrecker service has failed to remain in compliance with qualification criteria set out in all sections of this contract, and/or that the non-compliance continues or repeats, and/or that the non-compliance could be detrimental to the public, the County may initiate immediate suspension procedures or termination in accordance with the Wrecker Rotation Disciplinary Policy.

4. All grievances shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the grievance with enough particularity to give notice of the issues to be decided. The procurement manager will convene the Wrecker Rotation Disciplinary board as early as possible to consider the matter.

E. CONTACTS FOR STOLEN VEHICLES

Questions about stolen vehicles, vehicles with obscured or tampered VIN numbers, call:

Lt. Brian Currence – (803) 785-2421

Lt. Bill Wright – (803) 785-2554

Questions or problems in Northern Part of the County (i.e. West Columbia, St. Andrews, Irmo or Chapin) call:

Captain David Arnold – (803) 407-8437 or Voice Mail (803) 785-0825

Lieutenant Billy Aiken – (803) 781-4904 or Voice Mail (803) 785-0871

Questions or problems in Southern Part of the County (i.e. South Congaree, Gaston, Swansea, Pelion) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

Question or problems in Western Part of the County (i.e. Gilbert, Batesburg / Leesville) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

There will be only one contract issued per contractor. *A wrecker service contractor is identified by their Federal Employer Identification Number (FEIN) or Social Security number.*

F. WRECKER CLASSIFICATION

1. Class A:

A. Light Duty Wrecker

Class A Wreckers, for towing vehicles weighing seven thousand (7,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles) shall meet the following minimum requirements:

a. Conventional Wrecker

- (1) Minimum gross vehicle weight rating (GVWR) of not less than ten thousand (10,000) pounds.
- (2) Individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer.
- (3) Individual PTO or hydraulic power winch capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer with at least one hundred (100) feet of three-eighths (3/8) inch cable drum.
- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Dual rear wheels.
- (7) Additional safety equipment as specified by the regulations.

B. Rollback Wrecker

- (1) Minimum gross vehicle weight rating (GVWR) of not less than eleven thousand (11,000) pounds.
- (2) Must have at least an eight thousand (8,000) pound winch as rated by the manufacturer with at least fifty (50) feet of three-eighths (3/8) inch cable or larger.
- (3) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (4) Additional safety equipment as specified by the regulations.

2. Class B:

A. Medium Duty Wrecker

Class B Wreckers, for towing vehicles weighing between seven thousand one (7,001) and seventeen thousand (17,000) pounds or multiple vehicles weighing seven (7,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles), shall meet the following requirements:

- (1) The tow truck chassis shall have a minimum gross vehicle weight rating (GVWR) of not less than twenty two thousand (22,000) pounds.
- (2) Must have at least a twelve-ton boom assembly as rated by the manufacturer.
- (3) Two winches, each of ten thousand pound capacity or more as rated by the manufacturer.

- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than six thousand five hundred pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Additional safety equipment as specified by the regulations.

3. Class C:

A. Heavy Duty Wrecker

Class C Wreckers, for towing vehicles in excess of seventeen thousand pounds (large trucks, road tractor/trailers and similar vehicles), shall meet the following minimum requirements:

- (1) Truck must be fully hydraulic.
- (2) Truck must be a true tandem.
- (3) Truck chassis having a minimum gross vehicle weight rating (GVWR) of not less than forty six thousand pounds.
- (4) Tandem axles or cab to axle length of not less than one hundred two inches.
- (5) A single or double boom with a capacity of not less than fifty thousand pounds as rated by the manufacturer.
- (6) A single winch with a capacity of fifty thousand pounds as rated by the manufacturer or an individual power winch capacity of not less than twenty-five thousand pounds as rated by the manufacturer and a total rating with both winches of fifty thousand pounds.
- (7) A manufactured wheel-lift with a retracting lifting capacity of not less than twelve thousand pounds as rated by the manufacturer, with safety chains.
- (8) One hundred fifty feet of five-eighths inch cable or larger, plus fifty feet of five-eighths inch drop cable.
- (9) Airbrakes constructed so as to lock wheels automatically upon failure.
- (10) Light and air brake hookups.
- (11) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (12) Additional safety equipment as specified by the regulations

G. RATES

1. Only wrecker services on the County of Lexington wrecker rotation list shall be subject to these regulations governing fees.

- (1) A standard tow is defined as responding to the scene, hooking up the vehicle, performing a general clean up if the call involves responding to a collision scene and providing responsible assistance to the owner to get to a safe location.
- (2) Special operations are operations involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle and/or the recovery of a load which has spilled, or the off-loading and reloading of a load from an overturned vehicle performed to right the vehicle.

A copy of the approved fees will be kept in the wrecker at all times. It will be presented upon request to the person for whom the tow services were provided, their agent, any Lexington County officer at the scene, or any County of Lexington supervisor who is inspecting the wrecker or wrecker service

**H. CONTRACT RATES – NOTE: Zones and fees can change without notification.
 Cost per tow for *public* vehicles**

Light Vehicles/Tow Charge (Class A)	\$100.00 Flat Charge
Dolly Wheels	\$30.00 Flat Charge
Winching	\$50.00 Flat Charge
Removal of Drive Shaft	\$15.00 Flat Charge
Wait Time*	\$50.00/ hour
<u>Medium Duty/Tow Charge (Class B)</u>	\$100.00/hour
<u>Heavy Duty/Tow Charge</u>	\$150.00 Per Hour
Vehicle Storage Fee	\$25.00 Per Day
Landau/Lowboy	\$150.00 Flat Charge

*** Wait time is applicable only after the wrecker or tow truck has been on the scene for more than 30 minutes.**

THE COUNTY RESERVES THE RIGHT TO WAIVE ANY REGULATION NOT REQUIRED BY LAW.

I. ORDINANCES

LEXINGTON COUNTY ORDINANCE ARTICLE II. WRECKER AND TOWING SERVICES*

***State law references:** Regulation of wreckers at scenes of accidents, S.C. Code 1976, § 4-18-10 et seq.

Sec. 70-31. Enforcement; penalty for violation of article.

Any wrecker and towing service that responds to any accident or disabled vehicle in violation of this article shall be punished in accordance with section 1-8.

(Ord. No. 96-3, § 10-78, 12-19-96)

Sec. 70-32. Wreckers to respond only when properly called.

It shall be unlawful for the owner or agent of any wrecker or towing service to go to any place where an accident has occurred that is investigated by any county officer in any unincorporated section of the county unless called by county ~~(delete) dispatcher~~ **(add) dispatch**.

(Ord. No. 96-3, § 10-61, 12-19-96)

Sec. 70-33. Use of sheriff's department radio.

It shall be unlawful for the owner, agent or driver of any wrecker or towing service to go to the location of a disabled or damaged vehicle by reason of information received by sheriff's department radio or county radio systems or to interfere in any manner with sheriff's department radio calls. It shall be unlawful for the owner, agent or driver of any wrecker or towing service to be at a wreck scene investigated by a county officer unless requested by county ~~(delete) dispatcher~~ **(add) dispatch**, except in cases of emergency vehicles.

(Ord. No. 96-3, § 10-62, 12-19-96)

Sec. 70-34. Solicitation by wrecker or towing service.

It shall be unlawful for the owner or agent of any wrecker or towing service to drive along or park on any street, ~~(delete) bridges~~ **(add) bridge** or ~~(delete) highways~~ **(add) highway** soliciting wrecker or towing service. In the event of non-accidental or mechanical breakdowns, the operator of an automobile or vehicle shall be allowed to call a wrecker or towing service of his choice.

(Ord. No. 96-3, § 10-63, 12-19-96)

Sec. 70-35. Impounding authorized.

Whenever a county officer finds a motor vehicle or other vehicle that has been abandoned or wrecked upon any unincorporated section of the county, or that has been parked in violation of a county ordinance or state law, or the vehicle has been, or is being used, in the commission of a crime, such county officer may have the vehicle removed by a wrecker to the storage lot or garage operated by such wrecker. Vehicles removed under these conditions shall be held until claimed by the legal owner or otherwise disposed of as provided by law.

(Ord. No. 96-3, § 10-64, 12-19-96)

~~(Delete) **Sec. 70-36. Emergency wrecker service.**~~

~~The county dispatcher shall call any wrecker service requested by the owner of a vehicle damaged or disabled in an unincorporated area of the county. If no wrecker service is designated by the vehicle owner, the county dispatcher shall call the wrecker service provided in section 70-37.~~

~~(Ord. No. 96-3, § 10-65, 12-19-96)~~

~~(Delete) **Sec. 70-37. Rotation and zones.**~~

~~(a) The county sheriff's department patrol zones will serve as zones for wrecker and towing services on a rotation basis. Zones are as follows: A Chapin, B Irmo/St. Andrews, C West Columbia, D Cayce, E South End, F Lexington. **A maximum of ten most qualified wrecker and towing services will be awarded per zone.** Qualified wrecker and towing services will be placed on the rotation lists for the zones they have requested as openings are available. Wrecker and towing services will remain on the lists as long as their performance, equipment and other required standards are maintained in accordance with the conditions and provisions of the contract, or until the contractor requests they be removed from the lists.~~

~~(Delete) (b) The rotation list will be maintained by the sheriff's department, central dispatch and central garage. The respective dispatchers shall call the wrecker and towing service next in rotation as servicing the zone in which the damaged or disabled vehicle is located, and this subsection is to include any damaged or disabled except in cases of emergency vehicles.~~

~~(Delete) (c) Each rotation list will be administered fairly and in a manner designed to insure all wrecker services on each list have an equal opportunity to the towing business arising from each respective list. Wrecker services will be called from the rotation lists in the order in which they appear on the list. If a particular service is unavailable when called, they will be passed over and the next service on the list will be called. When a wrecker service or driver is unable to answer a call, the contract administrator must be promptly notified to the reason for the unavailability.~~

~~(Ord. No. 96-3, § 10-66, 12-19-96)~~

~~(Delete) **Sec. 70-38. Eligibility for county requested towing.**~~

~~Any wrecker and towing service having its main business operation within the county shall become eligible to participate in servicing individual zones as provided in section 70-37 if it conforms to the rules and requirements established in this article. Any deviation from the requirements of the policies established in this article or failure to provide reasonable, quick and efficient service may result in the suspension for a specified time or termination of the contract with such company by the contract administrator.~~

~~(Ord. No. 96-3, § 10-67, 12-19-96)~~

~~(Delete) **Sec. 70-39. Eligibility requirements.**~~

~~Any wrecker or towing service meeting the minimum eligibility requirements may apply to the procurement manager of the county to participate in county towing operations. The application shall contain the following information:~~

~~(1) **Business operation.** Details required concerning the operation of the business are as follows:-~~

~~a. **Name of contractor.** Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, number of years the business has been established in the county, and the number of years that those persons holding financial interest in the service have been residents of the county.~~

~~b. **Attendants and drivers.** List the names and addresses of all attendants and drivers who will conduct the county towing service, as well as number of years employed, drivers license records, training received by those attendants and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license in order to tow heavy duty size trucks. Wrecker drivers and attendants must conduct themselves in a proper manner at all times. All drivers and attendants must be clean and neatly dressed whenever possible.~~

~~c. **Equipment.** Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.~~

~~d. **Communications.** Describe the method of operation of the communications system between the place of business and operating tow trucks, as well as the means utilized for ensuring prompt dispatch of trucks upon receipt of a call from the county dispatcher.~~

~~e. **Other facilities and personnel available.** List all provisions for recordkeeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.~~

~~(2) **Business location and storage lot.** Information required concerning the business location and storage lot area shall be as follows:-~~

~~a. **Primary business location.** List the location of the primary business operation within the county, including dimensions and type of facilities available.~~

~~b. **Storage lot.** List the location of storage lots, dimensions thereof, relationship to primary business operation, type of protection afforded, screening and maintenance provided at the lots, and theft insurance providing protection to the owners of the vehicles stored.~~

~~(Ord. No. 96-3, § 10-68, 12-19-96)~~

~~(Delete) **Sec. 70-40. New applications for service within zones.**~~

~~Any wrecker and towing service that meets the county requirements and desire to be placed on the rotation lists of one or more zones, should contact the procurement manager to be placed on the appropriate lists.~~

~~(Ord. No. 96-3, § 10-69, 12-19-96)~~

~~(Delete) **Sec. 70-41. Minimum standards for equipment.**~~

~~(a) (Delete) Every emergency wrecker proposed (Add) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement manager, and every such wrecker shall comply with the following minimum requirements:~~

~~(1) Each wrecker shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.~~

~~(2) Each wrecker and all of its equipment shall be in a safe and good working condition.~~

~~(3) Each wrecker shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.~~

~~(b) Each contractor shall maintain 24-hour wrecker service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.~~

~~(c) Each wrecker service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker is registered in another name other than that of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.~~

~~(Ord. No. 96-3, § 10-70, 12-19-96)~~

Sec. 70-42. Agreements.

Approved applicants shall enter into agreements with the county executed by the procurement manager, subject to suspension or termination upon violation of any provision of this article.
(Ord. No. 96-3, § 10-71, 12-19-96)

~~(Delete) **Sec. 70-43. Insurance.**~~

~~(a) A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.~~

~~(1) Limits of liability for vehicles for gross vehicle weight of 0-20,000 pounds shall be:~~

~~a. Garage operation . . . \$300,000.00~~

~~Other than garage operation . . . 300,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 75,000.00~~

~~Collision . . . 75,000.00~~

~~(2) Limits of liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:~~

~~a. Garage operation . . . 750,000.00~~

~~Other than garage operation . . . 750,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 150,000.00~~

~~Collision . . . 150,000.00~~

~~(b) A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.~~

~~(c) A certificate of insurance shall also provide the following:~~

~~(1) The physical address of the insured lot;~~

~~(2) The county as additional insured; and~~

~~(3) Worker's compensation insurance with state statutory limits.~~

~~(d) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract. Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.~~

~~(e) It is specifically understood that all wrecker and towing services shall be independent contractors.~~

~~(Ord. No. 96-3, § 10-72, 12-19-96)~~

~~(Delete) **Sec. 70-44. Storage lot requirements.**~~

~~Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, under cover or fenced to provide reasonable protection for the towed vehicles.~~

~~(Ord. No. 96-3, § 10-73, 12-19-96)~~

~~(Delete) **Sec. 70-45. Additional requirements.**~~

~~(a) Hours. There shall be an attendant on call capable of responding to the county dispatcher requests for towing, as well as an attendant being present or available for the release of vehicles to the public, 24 hours a day, seven days a week.~~

~~(b) Records. Each wrecker and towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff have the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.~~

~~(c) Rate for roll back wreckers. The use of roll back wreckers will be charged at the same rate as a wrecker/tow truck.~~

~~(d) Response time. Time is of the essence in this contract, and great energy and diligence shall characterize all operations carried on under this contract. Prompt response to calls by county officers is expected regardless of the weather (delete) for the duration of this contract. It is the responsibility of the wrecker service contractors to obtain any maps necessary to become familiar with all street and road locations in the county. Expected response time shall be 30 minutes under normal traffic conditions.~~

~~(e) Use of amber warning lights required. A contractor shall turn on amber warning lights upon arrival at the scene and leave them on until departure.~~

~~(f) Determination of rates; rotation contracts. Rates charged for normal wrecker and towing service and storage will be determined by the county. The county will maintain two rotation contracts. One contract for calls dispatched by the county sheriff's department for vehicles privately owned by the citizens and the other contract for county owned vehicles. In the event of a call that results in considerable time involving winching and other services, the additional cost would be considered over and above contract requirements, and the wrecker service will be able to charge reasonable customary charges.~~

~~(g) Personnel. The operator's staff must at all times act in a manner that will maintain the best possible public relations. The operator shall instruct all drivers and helpers to cooperate with the sheriff's department and county employees at all times so as to provide minimum inconvenience and maximum safety to the public, and shall discipline or remove any employee who fails to do so. The county has the right to require that any driver or helper whom he considers to be incompetent or not of good character, or maintaining poor public relations, or otherwise unsuitable, to be replaced forthwith with a person who is suitable.~~

~~(h) Compliance with other regulations and requirements. All wrecker (add) or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.~~

~~(Ord. No. 96-3, § 10-74, 12-19-96)~~

~~(Delete) Sec. 70-46. Debris removal.~~

~~All wrecker and towing services doing business as requested by the county shall remove glass, damaged parts, oil and all debris at the location from which any vehicle is towed.~~

~~(Ord. No. 96-3, § 10-75, 12-19-96)~~

~~(Delete) Sec. 70-47. Revocation of agreement.~~

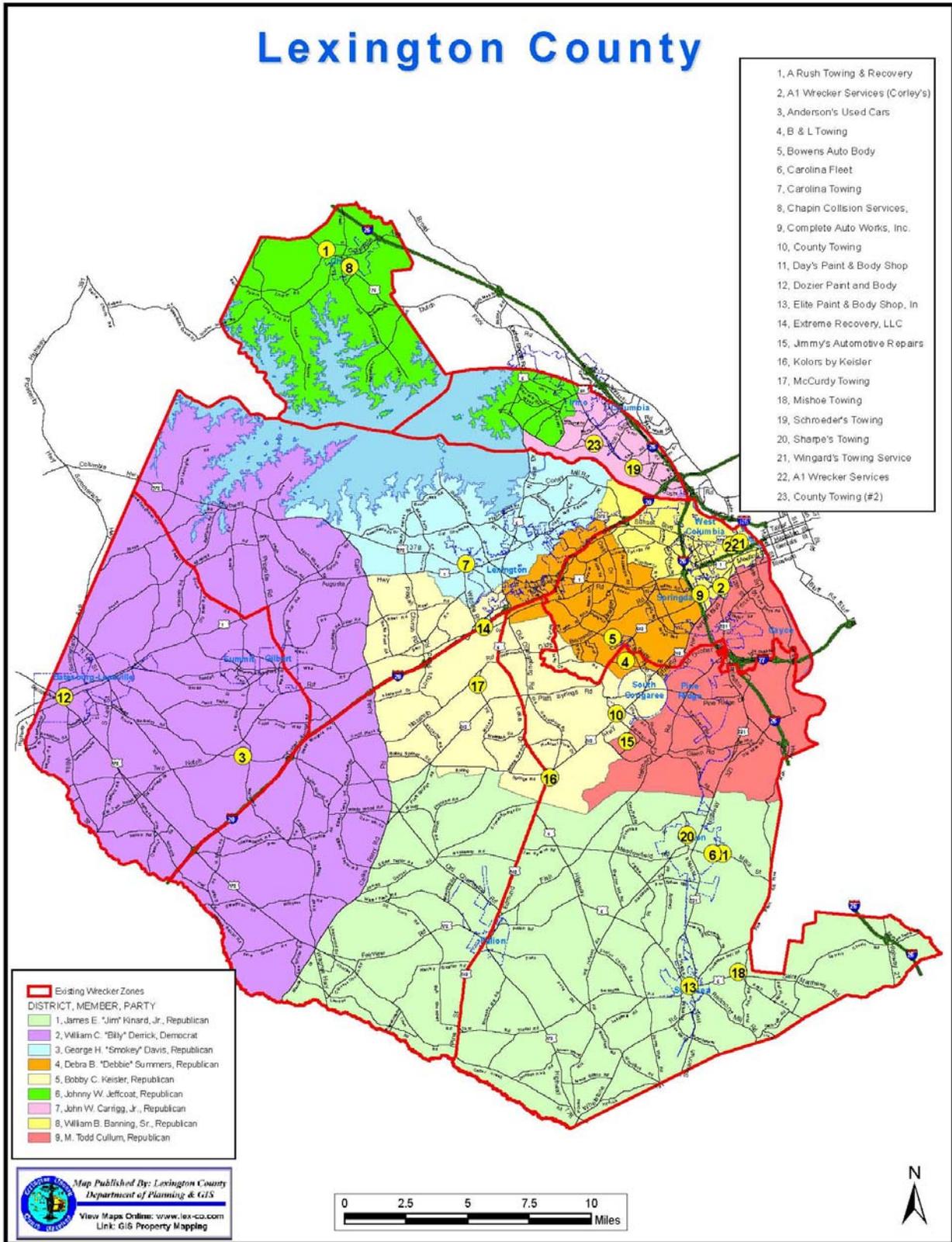
~~The county may suspend or terminate any agreement with a wrecker and towing service for the violation of any provisions of this article. The period of suspension shall be determined by a committee appointed by the county administrator~~

~~Grounds for suspension shall include, but not be limited to:~~

- ~~(1) Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).~~
 - ~~(2) Lack of proper insurance.~~
 - ~~(3) Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.~~
 - ~~(4) Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.~~
 - ~~(5) Evidence of excessive or unnecessary fees for towing or storage charges to customers.~~
 - ~~(6) Storing a vehicle at a location other than an approved storage facility.~~
 - ~~(7) Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.~~
- ~~(Ord. No. 96-3, § 10-76, 12-19-96)~~

~~(Delete) Sec. 70-48. Award of zones:
Appointment to zones requested will be by application when the service is in total compliance with the county requirements governing wrecker services. The county reserves the right to reject any application and to waive any requirement stated in this article which would prove to be in the best interest of the county. (Ord. No. 96-3, § 10-77, 12-19-96)~~

J.ZONES



K. VENDOR INFORMATION

Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, and number of years the business has been established in the county.

1. BUSINESS OPERATION:

NAME OF WRECKER SERVICE: _____

NAME OF OWNER(S): _____

ADDRESS: _____

TELEPHONE # _____

E-MAIL ADDRESS: _____ FAX # _____

CORPORATION OR PARTNERSHIP: _____

OWNERS: _____

FEDERAL TAX ID # _____

SC BUSINESS LICENSE # _____

ZONING PERMIT # _____

(Must be provided prior to award)

BUSINESS IN LEXINGTON COUNTY? _____ HOW LONG? _____

DOES YOUR BUSINESS ACCEPT MAJOR CREDIT CARDS? YES / NO (Circle One)

2. TYPE CONTRACT REQUESTED:

		CARS	HEAVY DUTY ZONES
ZONE 1A	LEXINGTON NORTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 1B	LEXINGTON SOUTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 2	WEST COLUMBIA, CAYCE, S CONGAREE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 3	BATESBURG AND LEESVILLE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 4	SWANSEA, GASTON AND SANDY RUN AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5A	CHAPIN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5B	IRMO	<input type="checkbox"/>	<input type="checkbox"/>

3. DRIVERS AND ATTENDANTS:

List names and addresses of all attendants and drivers who will conduct the County towing service, as well as number of years employed, training received by those attendants, and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license and Medical Card. All drivers and attendants must be clean and neatly dressed whenever possible. All drivers and attendant must be wearing at all times reflective safety clothing and/or vest at the scene. **Copies of a South Carolina driver’s licenses (or CDL licenses) and ten (10) year driver’s records to be submitted with application.** (Contractor shall submit copies of driver's license and driver’s records for any new drivers added during contract period.) **A Lexington County Bidder/Vendor Application shall be submitted with application.**

NAME	ADDRESS	# OF YEARS EMPLOYED	SC DRIVERS LICENSE #	TRAINING

4. EQUIPMENT:

Minimum standards for equipment.

- (a) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement and fleet services Each wrecker or towing vehicle shall comply with the following minimum requirements:
 - (1) Shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.
 - (2) Shall be in a safe and good working condition.
 - (3) Shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.
- (b) Each contractor shall maintain 24-hour wrecker or towing service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.
- (c) Each wrecker or towing service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker or towing vehicle is registered in another name other than that

of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.

Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.

Wreckers		Wreckers w/Wheel Lift		Rollbacks	
Year	Model	Year	Model	Year	Model

5. COMMUNICATIONS:

Describe the method of operation of the communications system between place of business and operating tow trucks, as well as the means utilized for insuring prompt dispatch of trucks upon receipt of a call from the county dispatch. **Cell Phones, telephone answering services, answering machines or beepers are not acceptable for this contract.**

TELEPHONE NUMBER TO BE USED ON ROTATION LIST _____

6. **OTHER FACILITIES AND PERSONNEL AVAILABLE:** List all provisions for record keeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.

NAME	ADDRESS	SERVICE /TRAINING

7. **BUSINESS LOCATION AND STORAGE LOT:**

Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, securely enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance.

7.1. **Primary Business Location:** List address of primary business operation to be used for tows resulting from the contract with Lexington County, including dimensions and type of facilities available. *Must provide proof of a valid Zoning Compliance and Business license from local jurisdiction where primary business is located.*

ADDRESS: _____

7.2.1 **Storage Lot(s):** List location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection afforded and/or screening, maintenance provided at the

lot(s), and theft insurance providing protection to the owners of the vehicles stored. ***Must provide proof of a valid Zoning Compliance and Business License from local jurisdiction where storage lot(s) is/are located.***

ADDRESS: _____

DIMENSIONS: _____

RELATIONSHIP TO BUSINESS: _____

TYPE OF PROTECTION: _____

THEFT INSUARANCE POLICY NAME AND NUMBER: _____

L. INSURANCE INFORMATION

A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.

(1) Limits of per occurrence liability on its wreckers and its premises as follows:

a. Garage operation	\$600,000.00
Other than garage operation Class A wreckers	600,000.00
Other than garage operation Class B wreckers	600,000.00
Other than garage operation Class A wreckers	750,000.00
b. Garage keepers:	
Comprehensive Class A wreckers	75,000.00
Comprehensive Class B wreckers	150,000.00
Comprehensive Class C wreckers	250,000.00
Collision Class A wreckers	75,000.00
Collision Class B wreckers	150,000.00
Collision Class C wreckers	250,000.00

(2) Limits of per occurrence liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:

a. Garage operation	\$750,000.00
Other than garage operation	750,000.00
b. Garage keepers:	
Comprehensive	\$250,000.00
Collision	250,000.00

c. A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.

d. A certificate of insurance shall also provide the following:

- (1) The physical address of the insured lot;
- (2) The county as additional insured; and
- (3) Worker's compensation insurance with state statutory limits.
- (4) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract.

Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.

(e) It is specifically understood that all wrecker and towing services shall be independent contractors.

Insurance certificate shall be provided to the County Procurement Manager within ten (10) days after acceptance of the contract.

Insurance Company _____

Address _____

City, State, & Zip Code _____

Phone Number _____

Fax Number _____

Agent's Name _____

Policy Number _____

M. COUNTY WRECKER LOG

Each wrecker owned by any wrecker service on a rotation list shall be equipped at all times with a towing log. The towing log shall be continuously maintained by the wrecker service and shall accurately reflect all towing done by the wrecker service at the request of the County of Lexington. The design of the wrecker log will be dictated by the County of Lexington and shall not be altered. Upon request by the County of Lexington, the owner of the wrecker service shall promptly produce this towing log.

All wrecker services will keep a copy of the wrecker log below for their records. The wrecker log shall be filled legibly out in its entirety and made available upon inspection.

HOW TO ACCURATELY FILL OUT THE WRECKER LOG:

1. **Wrecker Service:** Vendor Name.
2. **Log Date:** Please enter in parameter dates of when the wrecker log was filled out.
3. **Date:** Date of call
4. **Time:** The time the call was received by the vendor.
5. **Location:** Location of vehicle that is to be towed.
6. **County Deputy Name/Badge:** The name and badge number of the County Deputy that was on scene with the vehicle
7. **RSN:** Reason that the vehicle needed to be towed.
8. **VMake:** Towed Vehicle Make
9. **VYear:** Towed Vehicle Year
10. **Tag:** License plate number of the towed vehicle
11. **Owner/Address:** Name and address of the vehicle owner.
12. **Disposition:** If the vehicle was towed to an alternate location, wrecker service would fill in name of the person, address, and phone number that the vehicle was released to.
13. **Towing/Storage Charges:** Itemized list of charges for towing and, if applicable, storage.

N. CRIMINAL BACKGROUND CHECKS

All wrecker agencies will be required to submit background checks for all of their drivers to the County of Lexington through South Carolina Law Enforcement Division. If there is a conviction, each case will be considered individually, based on a number of factors including the nature of the crime(s), how long ago the crime and/or release from incarceration occurred, and the number of convictions that have occurred. If an employee does not submit a background check, it will result in the disqualification of the wrecker agency from the County of Lexington's wrecker rotation.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION



RECORDS CHECK
(Type or Print Clearly in Ink)

NAME: _____

AKA AND/OR MAIDEN NAMES: _____

DOB: _____

SSN: _____

(Federal law permits governmental agencies to require a social security number in order to conduct official business; however, private entities may only obtain social security numbers if given voluntarily.)

A FEE OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH CRIMINAL HISTORY RECORD REQUEST IS REQUIRED BY STATE LAW. PAYMENT SHALL BE MADE TO SLED EXCLUDING CASH AND PERSONALIZED CHECKS. MONEY ORDERS OR COMPANY CHECKS ARE ACCEPTED

***WARNING! ALTERATION OF THIS DOCUMENT MAY BE SUBJECT TO CRIMINAL PROSECUTION. DO NOT ACCEPT THIS FORM UNLESS IT BEARS AN ORIGINAL PROCESSING STAMP BY SLED.**

(CJ-022)

SIGNATURE

O. Termination of Service

1. Termination – Owner of any wrecker service may terminate the contract upon 60 days notice. The County of Lexington may terminate the contract upon 60 days of notice for a non-disciplinary action.

2. Decision Final – The decision of the County Administrator will be final regarding the termination of the service.

This application, when properly accepted by Lexington County, shall constitute a contract equally binding between the successful vendor and Lexington County. I hereby certify that I have read, understand and agree to comply with the Lexington County Wrecker and Towing Services. I also certify that all information submitted herein is true and accurate.

DOES YOUR FIRM OWE THE COUNTY OF LEXINGTON ANY DELINQUENT BUSINESS TAXES?

___ YES/___ NO

WRECKER SERVICE CONTRACTOR AUTHORIZED SIGNATURE

(FOR COUNTY USE ONLY)

APPLICATION APPROVED AND CONTRACT ACCEPTED EFFECTIVE _____
NOT APPROVED/ DOES NOT MEET QUALIFICATIONS _____

COUNTY CONTRACT ADMINISTRATOR

DATE

COUNTY OF LEXINGTON WRECKER REGULATIONS

For County Owned Vehicles

The following regulations shall be followed by all wrecker services utilized by the
COUNTY OF LEXINGTON.

A. QUALIFICATION CRITERIA

1. All wreckers shall have appropriate safety equipment, fire extinguishers, warning devices, flash lights and all other equipment necessary to protect the motoring public and be equipped with amber flashing lights visible in all directions for a distance of 500 feet in normal sunlight. Such equipment shall be maintained in good working order. All authorized amber flashing lights shall be activated and wrecker operators shall wear reflective traffic safety vests while performing recovery operations or when circumstances are such that the vehicle(s) being transported creates a potentially hazardous condition for other motorists.
2. Each wrecker service on the rotation list must place a sign on the driver and front passenger door of each of its wreckers indicating the company name, address, and telephone number of the zone to which it is assigned. This sign shall be painted on the doors of the wrecker or otherwise permanently affixed to the doors. The letters of the sign must be no less than two inches high. If the wrecker is registered in a name other than that of the wrecker service, the owner's name must also appear on the doors in letters no less than one inch high. All lettering on wreckers shall be plainly visible and shall be in a color that contrasts to that of the wrecker.
3. Each wrecker service on the rotation list must place a sign on the exterior of its business location clearly visible indicating the company name, telephone number, and business hours.
4. Each wrecker owned by any wrecker service on a rotation list shall be equipped at all times with a towing log. The towing log shall be continuously maintained by the wrecker service and shall accurately reflect all towing done by the wrecker service at the request of the County of Lexington. The design of the wrecker log will be dictated by the County of Lexington and shall not be altered. Upon request by the County of Lexington, the owner of the wrecker service shall promptly produce this towing log.
 - (a) Records. Each wrecker or towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff has the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.
5. Wrecker operators must display professional behavior when conducting any business at the request of the County of Lexington. Operator's staff shall at all times behave in a manner that will maintain the best possible public relations. The County has the right to require any driver or helper considered to be incompetent, not of good character, maintaining poor relations, or otherwise

unsuitable, to be replaced forthwith with a person who can conduct themselves in a suitable manner.

6. Wrecker services and operators shall be familiar with and shall comply with the laws regarding solicitation from the highway. (Section 56-5-3180 of the South Carolina Code of Laws)

7. A new rotation list will be created each fiscal year (July 1 through June 30). A wrecker service desiring to be on the rotation list in the next year must apply in writing by May 1st and be inspected and qualified prior to June 30th. On June 30th of each year the County of Lexington will publish the wrecker rotation list to be effective July 1st of the following year.

8. A wrecker service not currently on the County of Lexington wrecker rotation list and desiring to be added may apply in writing at any time but must first be inspected and qualified.

9. A wrecker service that fails to pass inspection and qualification as prescribed by regulation will be notified of the deficiencies. When the wrecker service corrects the deficiencies, they must submit to a new inspection of the previous deficiencies during a time period that is to be specified by the County of Lexington.

If not in compliance with Lexington County Ordinances, privileges for towing for the County of Lexington will be immediately suspended. Privileges will remain suspended until brought back into compliance. If the non-compliance is not a Lexington County Ordinance issue, the operator will have ten (10) days to become compliant. At the end of the said ten (10) days of noncompliance, the County will petition the Wrecker Rotation Disciplinary Board for permanent suspension of towing privileges for all zones.

B. WRECKER SERVICE ROTATION LIST/RESPONSIBILITIES

1. The County of Lexington will establish zones for towing for Class A vehicles, and a wrecker rotation list will be prepared for each zone. The zones will correspond with the nine (9) county council districts and each district will become a wrecker zone. Class B and C Vehicles will not be assigned zones. A wrecker service requesting to be on the rotation list for a particular council district will be selected in the following priority order: 1) Wrecker Services with a business physically located within Lexington County, 2) Wrecker Services with a business physically located within that council district, 3) Wrecker Services that currently participate in the rotation list in that council district, 4) Wrecker Services with a business closest in driving time to the center of the council district, and 5) if necessary, by lottery. The wrecker to be used for that zone must be housed at that location during normal business hours ("Normal business hours" or "business hours") as used in this regulation means from 8:00 a.m. to 5:00 p.m., Monday through Friday and additional hours designated and posted by the company. The vehicle towed must be towed to the same business location where the wrecker is housed during normal business hours, unless the vehicle owner or operator requests that the vehicle be towed to another location. Normal business hours must be clearly posted. Storage lots are not considered as a separate business. **A wrecker service or owner can only be on the list one time in any zone.** There will only be one telephone number for one wrecker service at any one address on rotation. **Pagers and cellular phones are not acceptable.** A wrecker service must immediately notify the County of Lexington upon change of address or telephone number.

2. Separate rotation lists will be maintained for each category of wreckers. When the services of a categorized wrecker are needed and when the owner or driver of the vehicle to be towed has no

preference as to which wrecker service he/she desires, a wrecker will be called from the appropriate wrecker rotation list. The investigating officer will use his/her discretionary authority to deny request for specific wrecker service whenever the request will delay the timely restoration of safe traffic movement.

3. The wrecker service must have a wrecker of sufficient size and strength to handle the job. The County of Lexington will have the right not to call a wrecker service that, in its opinion, fails to meet this qualification for a specific job. Under these conditions, the wrecker service not called will remain on the top of the rotation list.

4. Wreckers shall respond only upon the request of Lexington County Dispatch.

5. Wrecker services will be called from the rotation lists in the order in which they appear on the lists. If a particular wrecker service is unavailable when called, it will be passed over and the next wrecker service on the list will be called to the scene. The order of the rotation list will not change.

6. Wrecker services shall be located within the established wrecker zone available to the County of Lexington to respond to rotation calls for the immediate release of personal property on a twenty-four hour, seven day a week basis. The wrecker service location shall have an agent present during business hours and upon request, the wrecker service must immediately release personal items such as medicines, medical equipment, keys, clothing, and tools of the trade, child restraint systems and perishable items. The wrecker service shall also be available for the release of the towed vehicle to the County on a reasonable after-hours basis, including weekends. Should there be a dispute between the County and the wrecker service regarding any storage fees or charges, the County must provide the wrecker service written notification of the dispute. If the dispute is settled in favor of the wrecker service then the County is liable for all charges, which accrued pending the resolution. The wrecker service must cease any storage charges that would otherwise accrue from the time the wrecker service receives written notification of the dispute until the dispute is settled. Upon release of the vehicle, the wrecker service shall provide an itemized statement of all charges.

7. A wrecker service shall respond, under normal conditions, in a timely manner not to exceed 45 minutes for Class A and/or B vehicles. Class C wreckers will have up to one (1) hour to respond. Failure to respond in a timely manner may result in a second rotation wrecker being requested. If the second wrecker is requested before the arrival of the first rotation wrecker, the initially requested wrecker will forfeit the call and will immediately leave the collision/incident scene.

8. A wrecker service may respond with a wrecker of a higher class than requested. However, wrecker service is limited to the rates of the requested classification.

9. It shall be the responsibility of the wrecker service to perform a general clean up of the accident area before leaving the scene of any accident. This responsibility requires the wrecker service to remove all debris such as broken glass, liquids, and materials from an accident area by sweeping up such debris and removing this material from the scene. Wreckers shall be equipped with a suitable type container to transport the debris. Wreckers shall also be equipped with brooms, shovels, commercial absorbent and all other equipment necessary to fulfill this responsibility.

10. Each wrecker service shall be responsible for securing personal property in a vehicle at an accident scene. The wrecker service shall be responsible for preserving personal property in a vehicle towed from an accident scene.

11. The wrecker service shall maintain the towed vehicle in a safe storage area in a manner that would prohibit further damage and ensure protection of personal property. Each applicant is to have a storage lot in close proximity to the place of business with adequate storage, securely enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance. This may be a locked building or a secured fenced-in area where the stored vehicles and other property will not be accessible to the public. Wrecker services may charge the County mandated storage fee, commencing 12 hours after the vehicle is towed to the storage area and terminating when the vehicle owner or vehicle owner's designee offers or attempts to pick up the vehicle and offers to pay the wrecker service's legitimate accrued charges.

- a. Outside storage facilities must be sufficiently lighted, fenced, and locked for protection of vehicles and property.
- b. Fencing around storage facilities must be of adequate size to discourage theft of vehicles and property stored within, and may not be less than six feet in height.
- c. Inside storage, covers, tarpaulins, or other devices must be available for protection of vehicles or personal property.

12. A wrecker service may secure assistance from another wrecker service when necessary to complete the recovery; however, this does not supersede paragraph 3 of this section nor does it permit wrecker services to accept a rotation call and dispatch the call to secondary wrecker services. Only one bill is to be submitted to the owner or operator for the work performed.

13. Motorists utilizing the County of Lexington Wrecker Rotation List will have the option of paying by major credit card. All wrecker services must accept major credit cards.

14. At all times, every attendant must be wearing reflective safety clothing and/or vest at the scene.

15. Upon being dispatched for a call for service, each wrecker company is responsible for providing the name of the responsive driver. The responsive driver's information must correspond with the eligibility list that is maintained by county dispatch. If the company sends an alternate driver, the sheriff's department will verify with dispatch that the alternate corresponds with the eligibility list.

16. All wrecker or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.

C. INSPECTIONS

1. All wrecker service contractors will be required to bring their trucks to the county Fleet Services facility on Ball Park Road for an annual inspection. Vendors will be notified in writing from the County at least 30 days in advance of the inspection date(s). During that time, all wrecker services will be required to submit current South Carolina driver's license reports and a current certificate of insurance. Failure to comply with this requirement will result in suspension of the contract until their company is in compliance and passes inspection.

2. All wrecker services may also be subjected to at least one (1) on site inspection per year. Vendors will be notified at least twenty-four (24) hours prior to the inspection. During the assessment, representatives from the County of Lexington's Procurement Office, Zoning Office, and/or Fleet Services will be onsite to inspect the location to ensure its compliance with the wrecker rotation contract. Any violations will result in the suspension of the contract until they are in compliance.

D. DISCIPLINARY

Possible disciplinary infractions that would allow the suspension of any wrecker and towing service include but are not limited to the following:

1. Anyone who receives a conviction and/or violation of any County and/or State Laws. A wrecker service that is charged with violating county, state, or federal law may also be temporarily suspended for a service.
2. Vendor who is unavailable and/or turns down wrecker service calls from the Communications Center at a rate exceeding 25% over a quarterly evaluation period.
3. Vendor who fails to meet the contract response time.
4. Vendor who fails to maintain an updated driver eligibility list with the County of Lexington.
5. Sending an ineligible driver to the tow scene.
6. Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).
7. Lack of proper insurance.
8. Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.
9. Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.
10. Evidence of excessive or unnecessary fees for towing or storage charges to customers.
11. Storing a vehicle at a location other than an approved storage facility.
12. Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.
13. Any wrecker service or driver who is unable to answer a call and fails to notify contract administrator of the reason for the unavailability.
14. Failure of any wrecker service to comply with this regulation will result in disciplinary action in accordance with the County of Lexington Wrecker Rotation Disciplinary Policy.

15. If the County has reason to believe that a wrecker service has failed to remain in compliance with qualification criteria set out in all sections of this contract, and/or that the non-compliance continues or repeats, and/or that the non-compliance could be detrimental to the public, the County may initiate immediate suspension procedures or termination in accordance with the Wrecker Rotation Disciplinary Policy.

16. Failure to comply with all zoning ordinances.

17. Failure to pay property taxes

18. If the county has any other reason to believe that it feels would be in the best interest of the county to suspend the agreement with the wrecker or towing service.;

E. CONTACTS FOR STOLEN VEHICLES

Questions about stolen vehicles, vehicles with obscured or tampered VIN numbers, call:

Lt. Brian Currence – (803) 785-2421

Lt. Bill Wright – (803) 785-2554

Questions or problems in Northern Part of the County (i.e. West Columbia, St. Andrews, Irmo or Chapin) call:

Captain David Arnold – (803) 407-8437 or Voice Mail (803) 785-0825

Lieutenant Billy Aiken – (803) 781-4904 or Voice Mail (803) 785-0871

Questions or problems in Southern Part of the County (i.e. South Congaree, Gaston, Swansea, Pelion) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

Question or problems in Western Part of the County (i.e. Gilbert, Batesburg / Leesville) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

There will be only one contract issued per contractor. *A wrecker service contractor is identified by their Federal Employer Identification Number (FEIN) or Social Security number.*

F. WRECKER CLASSIFICATION

1. Class A (Call rotation will be governed by the 911 Communications Center):

A. Light Duty Wrecker

Class A Wreckers, for towing vehicles weighing seven thousand (7,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles) shall meet the following minimum requirements:

a. Conventional Wrecker

(1) Minimum gross vehicle weight rating (GVWR) of not less than ten thousand (10,000) pounds.

(2) Individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer.

(3) Individual PTO or hydraulic power winch capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer with at least one hundred (100) feet of three-eighths (3/8) inch cable drum.

- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Dual rear wheels.
- (7) Additional safety equipment as specified by the regulations.

B. Rollback Wrecker (Call rotation will be governed by the 911 Communications Center):

- (1) Minimum gross vehicle weight rating (GVWR) of not less than eleven thousand (11,000) pounds.
- (2) Must have at least an eight thousand (8,000) pound winch as rated by the manufacturer with at least fifty (50) feet of three-eighths (3/8) inch cable or larger.
- (3) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (4) Additional safety equipment as specified by the regulations.

2. Class B:

A. Medium Duty Wrecker (Call rotation will be governed by the 911 Communications Center):

Class B Wreckers, for towing vehicles weighing between seven thousand one (7,001) and seventeen thousand (17,000) pounds or multiple vehicles weighing seven (7,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles), shall meet the following requirements:

- (1) The tow truck chassis shall have a minimum gross vehicle weight rating (GVWR) of not less than twenty two thousand (22,000) pounds.
- (2) Must have at least a twelve-ton boom assembly as rated by the manufacturer.
- (3) Two winches, each of ten thousand pound capacity or more as rated by the manufacturer.
- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than six thousand five hundred pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Additional safety equipment as specified by the regulations.

3. Class C:

A. Heavy Duty Wrecker (Call rotation will be governed by the 911 Communications Center):

Class C Wreckers, for towing vehicles in excess of seventeen thousand pounds (large trucks, road tractor/trailers and similar vehicles), shall meet the following minimum requirements:

- (1) Truck must be fully hydraulic.
- (2) Truck must be a true tandem.
- (3) Truck chassis having a minimum gross vehicle weight rating (GVWR) of not less than forty six thousand pounds.
- (4) Tandem axles or cab to axle length of not less than one hundred two inches.
- (5) A single or double boom with a capacity of not less than fifty thousand pounds as rated by the manufacturer.
- (6) A single winch with a capacity of fifty thousand pounds as rated by the manufacturer or an individual power winch capacity of not less than twenty-five thousand pounds as rated by the manufacturer and a total rating with both winches of fifty thousand pounds.

- (7) A manufactured wheel-lift with a retracting lifting capacity of not less than twelve thousand pounds as rated by the manufacturer, with safety chains.
- (8) One hundred fifty feet of five-eighths inch cable or larger, plus fifty feet of five-eighths inch drop cable.
- (9) Airbrakes constructed so as to lock wheels automatically upon failure.
- (10) Light and air brake hookups.
- (11) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (12) Additional safety equipment as specified by the regulations

G. RATES

1. Only wrecker services on the County of Lexington wrecker rotation list shall be subject to these regulations governing fees.

- (1) A standard tow is defined as responding to the scene, hooking up the vehicle, performing a general clean up if the call involves responding to a collision scene and providing responsible assistance to the owner to get to a safe location.
- (2) Special operations are operations involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle and/or the recovery of a load which has spilled, or the off-loading and reloading of a load from an overturned vehicle performed to right the vehicle.

A copy of the approved fees will be kept in the wrecker at all times. It will be presented upon request to the person for whom the tow services were provided, their agent, any Lexington County officer at the scene, or any County of Lexington supervisor who is inspecting the wrecker or wrecker service.

**H. CONTRACT RATES – NOTE: Zones and fees can change without notification.
Cost per tow for *county-owned* vehicles**

<u>Light Vehicles/Tow Charge</u>	
(Class A) (Call rotation will be governed by the 911 Communications Center)	
	\$65.00 Flat Charge
Dolly Wheels	\$30.00 Flat Charge
Winching	\$50.00 Flat Charge
Removal of Drive Shaft	\$15.00 Flat Charge
<u>Medium Duty/Tow Charge</u>	
(Class B) (Call rotation will be governed by the 911 Communications Center)	
	Up to \$100.00 Per Hour
<u>Heavy Duty/Tow Charge</u>	
(Call rotation will be governed by the 911 Communications Center)	
	Up to \$150.00 Per Hour
Vehicle Storage Fee	\$25.00 Per Day
Landau/Lowboy	\$150.00 Flat Charge

At the time of the tow request, charges for Class B and Class C tows will be negotiated by Fleet Services as a fixed price.

THE COUNTY RESERVES THE RIGHT TO WAIVE ANY REGULATION NOT REQUIRED BY LAW.

I. ORDINANCES

LEXINGTON COUNTY ORDINANCE ARTICLE II. WRECKER AND TOWING SERVICES*

*State law references: Regulation of wreckers at scenes of accidents, S.C. Code 1976, § 4-18-10 et seq.

Sec. 70-31. Enforcement; penalty for violation of article.

Any wrecker and towing service that responds to any accident or disabled vehicle in violation of this article shall be punished in accordance with section 1-8.
(Ord. No. 96-3, § 10-78, 12-19-96)

Sec. 70-32. Wreckers to respond only when properly called.

It shall be unlawful for the owner or agent of any wrecker or towing service to go to any place where an accident has occurred that is investigated by any county officer in any unincorporated section of the county unless called by county ~~(delete) dispatcher~~ *(add) dispatch*.
(Ord. No. 96-3, § 10-61, 12-19-96)

Sec. 70-33. Use of sheriff's department radio.

It shall be unlawful for the owner, agent or driver of any wrecker or towing service to go to the location of a disabled or damaged vehicle by reason of information received by sheriff's department radio or county radio systems or to interfere in any manner with sheriff's department radio calls. It shall be unlawful for the owner, agent or driver of any wrecker or towing service to be at a wreck scene investigated by a county officer unless requested by county ~~(delete) dispatcher~~ *(add) dispatch*, except in cases of emergency vehicles.
(Ord. No. 96-3, § 10-62, 12-19-96)

Sec. 70-34. Solicitation by wrecker or towing service.

It shall be unlawful for the owner or agent of any wrecker or towing service to drive along or park on any street, ~~(delete) bridges~~ *(add) bridge* or ~~(delete) highways~~ *(add) highway* soliciting wrecker or towing service. In the event of non-accidental or mechanical breakdowns, the operator of an automobile or vehicle shall be allowed to call a wrecker or towing service of his choice.
(Ord. No. 96-3, § 10-63, 12-19-96)

Sec. 70-35. Impounding authorized.

Whenever a county officer finds a motor vehicle or other vehicle that has been abandoned or wrecked upon any unincorporated section of the county, or that has been parked in violation of a county ordinance or state law, or the vehicle has been, or is being used, in the commission of a crime, such county officer may have the vehicle removed by a wrecker to the storage lot or garage operated by such wrecker. Vehicles removed under these conditions shall be held until claimed by the legal owner or otherwise disposed of as provided by law.
(Ord. No. 96-3, § 10-64, 12-19-96)

~~*(Delete) Sec. 70-36. Emergency wrecker service.*~~

~~*The county dispatcher shall call any wrecker service requested by the owner of a vehicle damaged or disabled in an unincorporated area of the county. If no wreckerservice is designated by the vehicle owner, the county dispatcher shall call the wrecker service provided in section 70-37.
(Ord. No. 96-3, § 10-65, 12-19-96)*~~

~~(Delete) **Sec. 70-37. Rotation and zones.**~~

~~(a) The county sheriff's department patrol zones will serve as zones for wrecker and towing services on a rotation basis. Zones are as follows: A—Chapin, B—Irmo/St. Andrews, C—West Columbia, D—Cayce, E—South End, F—Lexington. **A maximum of ten most qualified wrecker and towing services will be awarded per zone.** Qualified wrecker and towing services will be placed on the rotation lists for the zones they have requested as openings are available. Wrecker and towing services will remain on the lists as long as their performance, equipment and other required standards are maintained in accordance with the conditions and provisions of the contract, or until the contractor requests they be removed from the lists.~~

~~(Delete) (b) The rotation list will be maintained by the sheriff's department, central dispatch and central garage. The respective dispatchers shall call the wrecker and towing service next in rotation as servicing the zone in which the damaged or disabled vehicle is located, and this subsection is to include any damaged or disabled—except in cases of emergency vehicles.~~

~~(Delete) (c) Each rotation list will be administered fairly and in a manner designed to insure all wrecker services on each list have an equal opportunity to the towing business arising from each respective list. Wrecker services will be called from the rotation lists in the order in which they appear on the list. If a particular service is unavailable when called, they will be passed over and the next service on the list will be called. When a wrecker service or driver is unable to answer a call, the contract administrator must be promptly notified to the reason for the unavailability.~~

~~(Ord. No. 96-3, § 10-66, 12-19-96)~~

~~(Delete) **Sec. 70-38. Eligibility for county requested towing.**~~

~~Any wrecker and towing service having its main business operation within the county shall become eligible to participate in servicing individual zones as provided in section 70-37 if it conforms to the rules and requirements established in this article. Any deviation from the requirements of the policies established in this article or failure to provide reasonable, quick and efficient service may result in the suspension for a specified time or termination of the contract with such company by the contract administrator.~~

~~(Ord. No. 96-3, § 10-67, 12-19-96)~~

~~(Delete) **Sec. 70-39. Eligibility requirements.**~~

~~Any wrecker or towing service meeting the minimum eligibility requirements may apply to the procurement manager of the county to participate in county towing operations. The application shall contain the following information:~~

~~(1) **Business operation.** Details required concerning the operation of the business are as follows:-~~

~~**a. Name of contractor.** Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, number of years the business has been established in the county, and the number of years that those persons holding financial interest in the service have been residents of the county.~~

~~**b. Attendants and drivers.** List the names and addresses of all attendants and drivers who will conduct the county towing service, as well as number of years employed, drivers license records, training received by those attendants and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license in order to tow heavy duty size trucks. Wrecker drivers and attendants must conduct~~

~~themselves in a proper manner at all times. All drivers and attendants must be clean and neatly dressed whenever possible.~~

~~c. **Equipment.** Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.~~

~~d. **Communications.** Describe the method of operation of the communications system between the place of business and operating tow trucks, as well as the means utilized for ensuring prompt dispatch of trucks upon receipt of a call from the county dispatcher.~~

~~e. **Other facilities and personnel available.** List all provisions for recordkeeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.~~

~~(2) **Business location and storage lot.** Information required concerning the business location and storage lot area shall be as follows:-~~

~~a. **Primary business location.** List the location of the primary business operation within the county, including dimensions and type of facilities available.~~

~~b. **Storage lot.** List the location of storage lots, dimensions thereof, relationship to primary business operation, type of protection afforded, screening and maintenance provided at the lots, and theft insurance providing protection to the owners of the vehicles stored.~~

~~(Ord. No. 96-3, § 10-68, 12-19-96)~~

~~(Delete) **Sec. 70-40. New applications for service within zones.**~~

~~Any wrecker and towing service that meets the county requirements and desire to be placed on the rotation lists of one or more zones, should contact the procurement manager to be placed on the appropriate lists.~~

~~(Ord. No. 96-3, § 10-69, 12-19-96)~~

~~(Delete) **Sec. 70-41. Minimum standards for equipment.**~~

~~(a) (Delete) Every emergency wrecker proposed (Add) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement manager, and every such wrecker shall comply with the following minimum requirements:~~

~~(1) Each wrecker shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.~~

~~(2) Each wrecker and all of its equipment shall be in a safe and good working condition.~~

~~(3) Each wrecker shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.~~

~~(b) Each contractor shall maintain 24-hour wrecker service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.~~

~~(c) Each wrecker service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker is registered in another name other than that of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one~~

~~inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.~~

~~(Ord. No. 96-3, § 10-70, 12-19-96)~~

Sec. 70-42. Agreements.

Approved applicants shall enter into agreements with the county executed by the procurement manager, subject to suspension or termination upon violation of any provision of this article.

(Ord. No. 96-3, § 10-71, 12-19-96)

~~(Delete) **Sec. 70-43. Insurance.**~~

~~(a) A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.~~

~~(1) Limits of liability for vehicles for gross vehicle weight of 0-20,000 pounds shall be:~~

~~a. Garage operation . . . \$300,000.00~~

~~Other than garage operation . . . 300,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 75,000.00~~

~~Collision . . . 75,000.00~~

~~(2) Limits of liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:~~

~~a. Garage operation . . . 750,000.00~~

~~Other than garage operation . . . 750,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 150,000.00~~

~~Collision . . . 150,000.00~~

~~(b) A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.~~

~~(c) A certificate of insurance shall also provide the following:~~

~~(1) The physical address of the insured lot;~~

~~(2) The county as additional insured; and~~

~~(3) Worker's compensation insurance with state statutory limits.~~

~~(d) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract. Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.~~

~~(e) It is specifically understood that all wrecker and towing services shall be independent contractors.~~

~~(Ord. No. 96-3, § 10-72, 12-19-96)~~

~~(Delete) **Sec. 70-44. Storage lot requirements.**~~

~~Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, under cover or fenced to provide reasonable protection for the towed vehicles.~~

~~(Ord. No. 96-3, § 10-73, 12-19-96)~~

~~(Delete) **Sec. 70-45. Additional requirements.**~~

~~(a) Hours. There shall be an attendant on call capable of responding to the county dispatcher requests for towing, as well as an attendant being present or available for the release of vehicles to the public, 24 hours a day, seven days a week.~~

~~(b) Records. Each wrecker and towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff have the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.~~

~~(c) Rate for roll back wreckers. The use of roll back wreckers will be charged at the same rate as a wrecker/tow truck.~~

~~(d) Response time. Time is of the essence in this contract, and great energy and diligence shall characterize all operations carried on under this contract. Prompt response to calls by county officers is expected regardless of the weather (delete) for the duration of this contract. It is the responsibility of the wrecker service contractors to obtain any maps necessary to become familiar with all street and road locations in the county. Expected response time shall be 30 minutes under normal traffic conditions.~~

~~(e) Use of amber warning lights required. A contractor shall turn on amber warning lights upon arrival at the scene and leave them on until departure.~~

~~(f) Determination of rates; rotation contracts. Rates charged for normal wrecker and towing service and storage will be determined by the county. The county will maintain two rotation contracts. One contract for calls dispatched by the county sheriff's department for vehicles privately owned by the citizens and the other contract for county owned vehicles. In the event of a call that results in considerable time involving winching and other services, the additional cost would be considered over and above contract requirements, and the wrecker service will be able to charge reasonable customary charges.~~

~~(g) Personnel. The operator's staff must at all times act in a manner that will maintain the best possible public relations. The operator shall instruct all drivers and helpers to cooperate with the sheriff's department and county employees at all times so as to provide minimum inconvenience and maximum safety to the public, and shall discipline or remove any employee who fails to do so. The county has the right to require that any driver or helper whom he considers to be incompetent or not of good character, or maintaining poor public relations, or otherwise unsuitable, to be replaced forthwith with a person who is suitable.~~

~~(h) Compliance with other regulations and requirements. All wrecker (add) or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.~~

~~(Ord. No. 96-3, § 10-74, 12-19-96)~~

~~(Delete) Sec. 70-46. Debris removal.~~

~~All wrecker and towing services doing business as requested by the county shall remove glass, damaged parts, oil and all debris at the location from which any vehicle is towed.~~

~~(Ord. No. 96-3, § 10-75, 12-19-96)~~

~~(Delete) Sec. 70-47. Revocation of agreement.~~

~~The county may suspend or terminate any agreement with a wrecker and towing service for the violation of any provisions of this article. The period of suspension shall be determined by a committee appointed by the county administrator~~

~~Grounds for suspension shall include, but not be limited to:~~

~~(1) Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).~~

~~(2) Lack of proper insurance.~~

~~(3) Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.~~

~~(4) Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.~~

~~(5) Evidence of excessive or unnecessary fees for towing or storage charges to customers.~~

~~(6) Storing a vehicle at a location other than an approved storage facility.~~

~~(7) Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.~~

~~(Ord. No. 96-3, § 10-76, 12-19-96)~~

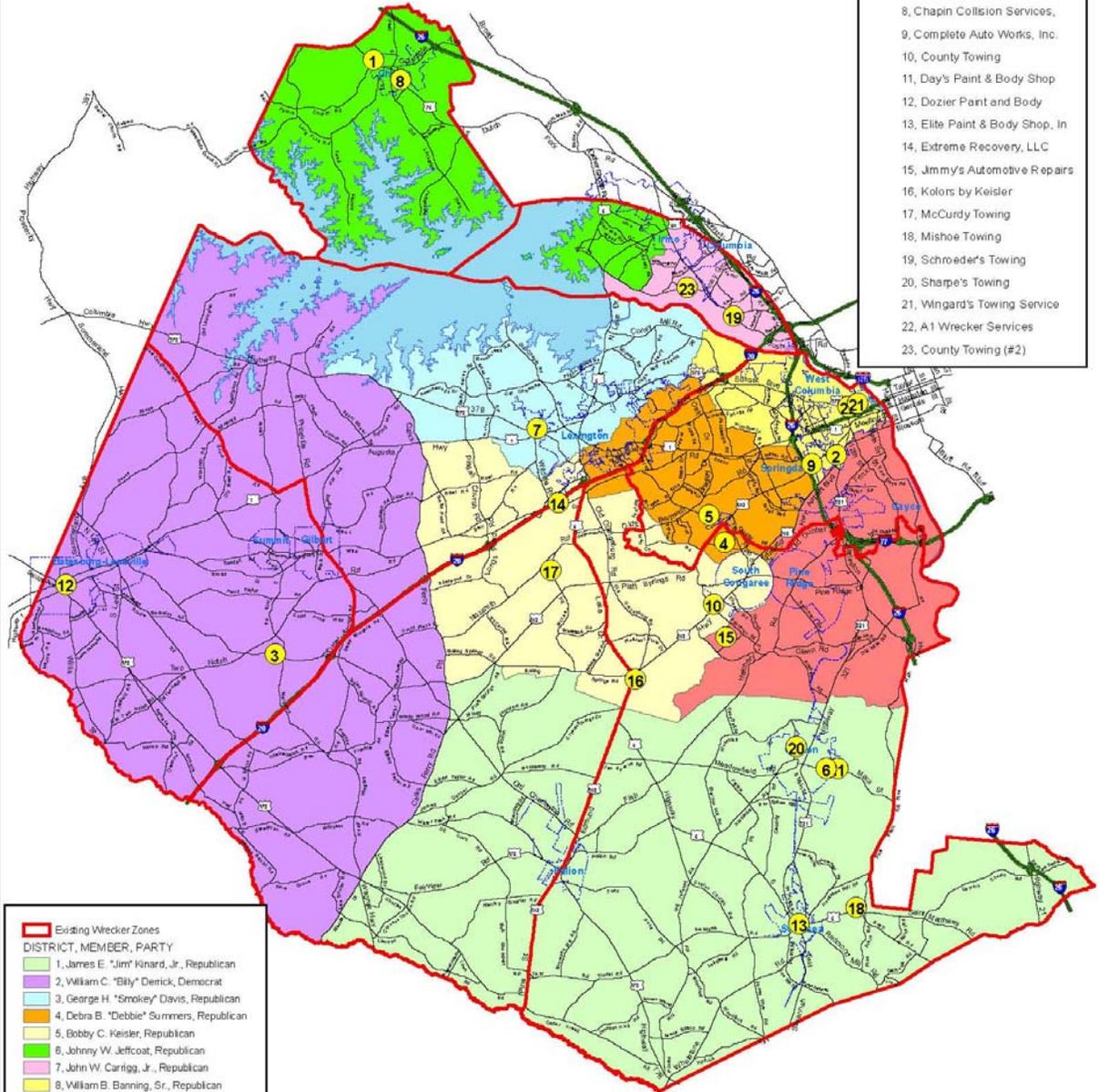
~~(Delete) Sec. 70-48. Award of zones.~~

~~Appointment to zones requested will be by application when the service is in total compliance with the county requirements governing wrecker services. The county reserves the right to reject any application and to waive any requirement stated in this article which would prove to be in the best interest of the county. (Ord. No. 96-3, § 10-77, 12-19-96)~~

J.ZONES

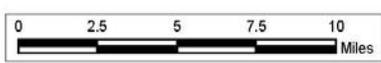
Lexington County

- 1, A Rush Towing & Recovery
- 2, A1 Wrecker Services (Corley's)
- 3, Anderson's Used Cars
- 4, B & L Towing
- 5, Bowers Auto Body
- 6, Carolina Fleet
- 7, Carolina Towing
- 8, Chapin Collision Services,
- 9, Complete Auto Works, Inc.
- 10, County Towing
- 11, Day's Paint & Body Shop
- 12, Dozier Paint and Body
- 13, Elite Paint & Body Shop, In
- 14, Extreme Recovery, LLC
- 15, Jimmy's Automotive Repairs
- 16, Kolers by Keisler
- 17, McCurdy Towing
- 18, Mishoe Towing
- 19, Schroeder's Towing
- 20, Sharpe's Towing
- 21, Wingard's Towing Service
- 22, A1 Wrecker Services
- 23, County Towing (#2)



- Existing Wrecker Zones
- DISTRICT, MEMBER, PARTY
- 1, James E. "Jim" Kinard, Jr., Republican
- 2, William C. "Bibi" Demick, Democrat
- 3, George H. "Smokey" Davis, Republican
- 4, Debra B. "Debbie" Summers, Republican
- 5, Bobby C. Keisler, Republican
- 6, Johnny W. Jeffcoat, Republican
- 7, John W. Carrigg, Jr., Republican
- 8, William B. Banning, Sr., Republican
- 9, M. Todd Cullum, Republican

Map Published By: Lexington County
 Department of Planning & GIS
 View Maps Online: www.lex-co.com
 Link: GIS Property Mapping



K. VENDOR INFORMATION

Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, and number of years the business has been established in the county.

1. BUSINESS OPERATION:

NAME OF WRECKER SERVICE: _____

NAME OF OWNER(S): _____

ADDRESS: _____

TELEPHONE # _____

E-MAIL ADDRESS: _____ FAX # _____

CORPORATION OR PARTNERSHIP: _____

OWNERS: _____

FEDERAL TAX ID # _____

SC BUSINESS LICENSE # _____

ZONING PERMIT # _____

(Must be provided prior to award)

BUSINESS IN LEXINGTON COUNTY? _____ HOW LONG? _____

DOES YOUR BUSINESS ACCEPT MAJOR CREDIT CARDS? YES / NO (Circle One)

2. TYPE CONTRACT REQUESTED:

		CARS	HEAVY DUTY ZONES
ZONE 1A	LEXINGTON NORTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 1B	LEXINGTON SOUTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 2	WEST COLUMBIA, CAYCE, S CONGAREE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 3	BATESBURG AND LEESVILLE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 4	SWANSEA, GASTON AND SANDY RUN AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5A	CHAPIN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5B	IRMO	<input type="checkbox"/>	<input type="checkbox"/>

3. DRIVERS AND ATTENDANTS:

List names and addresses of all attendants and drivers who will conduct the County towing service, as well as number of years employed, training received by those attendants, and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license and Medical Card. All drivers and attendants must be clean and neatly dressed whenever possible. All drivers and attendant must be wearing at all times reflective safety clothing and/or vest at the scene. **Copies of a South Carolina driver’s licenses (or CDL licenses) and ten (10) year driver’s records to be submitted with application.** (Contractor shall submit copies of driver's license and driver’s records for any new drivers added during contract period.) **A Lexington County Bidder/Vendor Application shall be submitted with application.**

NAME	ADDRESS	# OF YEARS EMPLOYED	SC DRIVERS LICENSE #	TRAINING

4. EQUIPMENT:

Minimum standards for equipment.

- (a) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement and fleet services Each wrecker or towing vehicle shall comply with the following minimum requirements:
 - (1) Shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.
 - (2) Shall be in a safe and good working condition.
 - (3) Shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.
- (b) Each contractor shall maintain 24-hour wrecker or towing service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.
- (c) Each wrecker or towing service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be

painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker or towing vehicle is registered in another name other than that of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.

Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.

Wreckers		Wreckers w/Wheel Lift		Rollbacks	
Year	Model	Year	Model	Year	Model

5. COMMUNICATIONS:

Describe the method of operation of the communications system between place of business and operating tow trucks, as well as the means utilized for insuring prompt dispatch of trucks upon receipt of a call from the county dispatch. **Cell Phones, telephone answering services, answering machines or beepers are not acceptable for this contract.**

TELEPHONE NUMBER TO BE USED ON ROTATION LIST _____

6. **OTHER FACILITIES AND PERSONNEL AVAILABLE:** List all provisions for record keeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.

NAME	ADDRESS	SERVICE /TRAINING

7. **BUSINESS LOCATION AND STORAGE LOT:**

Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, securely enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance.

- 7.1. **Primary Business Location:** List address of primary business operation to be used for tows resulting from the contract with Lexington County, including dimensions and type of facilities available. **Must provide proof of a valid Zoning Compliance and Business license from local jurisdiction where primary business is located.**

ADDRESS: _____

- 7.2.1 **Storage Lot(s):** List location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection afforded and/or screening, maintenance provided at the lot(s), and theft insurance providing protection to the owners of the vehicles stored. *Must provide proof of a valid Zoning Compliance and Business License from local jurisdiction where storage lot(s) is/are located.*

ADDRESS: _____

DIMENSIONS: _____

RELATIONSHIP TO BUSINESS: _____

TYPE OF PROTECTION:

THEFT INSUARANCE POLICY NAME AND NUMBER: _____

L. INSURANCE INFORMATION

A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.

- (1) Limits of per occurrence liability on its wreckers and its premises as follows:

a. Garage operation	\$600,000.00
Other than garage operation Class A wreckers	600,000.00
Other than garage operation Class B wreckers	600,000.00
Other than garage operation Class A wreckers	750,000.00
b. Garage keepers:	
Comprehensive Class A wreckers	75,000.00
Comprehensive Class B wreckers	150,000.00
Comprehensive Class C wreckers	250,000.00
Collision Class A wreckers	75,000.00
Collision Class B wreckers	150,000.00
Collision Class C wreckers	250,000.00

- (2) Limits of per occurrence liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:

a. Garage operation	\$750,000.00
Other than garage operation	750,000.00
b. Garage keepers:	
Comprehensive	\$250,000.00
Collision	250,000.00

- c. A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.
- d. A certificate of insurance shall also provide the following:
 - (1) The physical address of the insured lot;
 - (2) The county as additional insured; and
 - (3) Worker's compensation insurance with state statutory limits.
 - (4) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract. Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.
- (e) It is specifically understood that all wrecker and towing services shall be independent contractors.

Insurance certificate shall be provided to the County Procurement Manager within ten (10) days after acceptance of the contract.

Insurance Company _____

Address _____

City, State, & Zip Code _____

Phone Number _____

Fax Number _____

Agent's Name _____

Policy Number _____

M. COUNTY WRECKER LOG

Each wrecker owned by any wrecker service on a rotation list shall be equipped at all times with a towing log. The towing log shall be continuously maintained by the wrecker service and shall accurately reflect all towing done by the wrecker service at the request of the County of Lexington. The design of the wrecker log will be dictated by the County of Lexington and shall not be altered. Upon request by the County of Lexington, the owner of the wrecker service shall promptly produce this towing log.

All wrecker services will keep a copy of the wrecker log below for their records. The wrecker log shall be filled legibly out in its entirety and made available upon inspection.

HOW TO ACCURATELY FILL OUT THE WRECKER LOG:

1. **Wrecker Service:** Vendor Name.
2. **Log Date:** Please enter in parameter dates of when the wrecker log was filled out.
3. **Date:** Date of call
4. **Time:** The time the call was received by the vendor.
5. **Location:** Location of vehicle that is to be towed.
6. **County Deputy Name/Badge:** The name and badge number of the County Deputy that was on scene with the vehicle
7. **RSN:** Reason that the vehicle needed to be towed.
8. **VMake:** Towed Vehicle Make
9. **VYear:** Towed Vehicle Year
10. **Tag:** License plate number of the towed vehicle
11. **Owner/Address:** Name and address of the vehicle owner.
12. **Disposition:** If the vehicle was towed to an alternate location, wrecker service would fill in name of the person, address, and phone number that the vehicle was released to.
13. **Towing/Storage Charges:** Itemized list of charges for towing and, if applicable, storage.



COUNTY OF LEXINGTON WRECKER LOG

WRECKER SERVICE: _____ LOG DATE: FROM: _____ TO: _____

REASON: W – WRECKED V – VIOLATION D- DISABLED A – ABANDONED

DATE	TIME	LOCATION	COUNTY DEPUTY NAME/BADGE	RSN	VMAKE	VYEAR	TAG	OWNER ADDRESS	DISPOSITION	TOWING/ STORAGE CHARGES

. CRIMINAL BACKGROUND CHECKS

All wrecker agencies will be required to submit background checks for all of their drivers to the County of Lexington through South Carolina Law Enforcement Division. If there is a conviction, each case will be considered individually, based on a number of factors including the nature of the crime(s), how long ago the crime and/or release from incarceration occurred, and the number of convictions that have occurred. If an employee does not submit a background check, it will result in the disqualification of the wrecker agency from the County of Lexington's wrecker rotation.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION



RECORDS CHECK
(Type or Print Clearly in Ink)

NAME: _____

AKA AND/OR MAIDEN NAMES: _____

DOB: _____

SSN: _____

(Federal law permits governmental agencies to require a social security number in order to conduct official business; however, private entities may only obtain social security numbers if given voluntarily.)

A FEE OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH CRIMINAL HISTORY RECORD REQUEST IS REQUIRED BY STATE LAW. PAYMENT SHALL BE MADE TO SLED EXCLUDING CASH AND PERSONALIZED CHECKS. MONEY ORDERS OR COMPANY CHECKS ARE ACCEPTED

***WARNING! ALTERATION OF THIS DOCUMENT MAY BE SUBJECT TO CRIMINAL PROSECUTION.
DO NOT ACCEPT THIS FORM UNLESS IT BEARS AN ORIGINAL PROCESSING STAMP
BY SLED.**

(CJ-022)

SIGNATURE

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.



APPOINTMENTS BOARDS & COMMISSIONS

February 24, 2009

BILLY DERRICK

Health Services District - Allan R. Risinger - Term expires 3/10/09 - Eligible for reappointment

SMOKEY DAVIS

Board of Zoning Appeals - Bryan Clemenz - Term expired 12/31/07 - Resigned 03/20/07

Health Services District - Wade P. Keisler - Term expires 3/10/09 - Eligible for reappointment

DEBBIE SUMMERS

Museum - Miley Hall Rhodes - Term expired 11/01/08 - Eligible for reappointment

Planning Commission - Todd Sease - Term expires 8/26/09 - Resigned effective 1/21/09

JOHN CARRIGG

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

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

Health Services District - William A. Kennedy - Term expires 3/10/09 - Eligible for reappointment

TODD CULLUM

Health Services District - Vacant - Term expires 3/10/09

AT-LARGE

Health Services District - James D. Whitehead - Term expires 3/10/09 - Eligible for reappointment

CENTRAL MIDLANDS TRANSIT AUTHORITY

Mike Flack - Term expired 11/13/08 - Eligible for reappointment

Tommy H. Windsor, Jr. - Resigned effective 12/3/08 - Term expires 11/13/09

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: February 11, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (1) Document Management / Workflow System and Pilot Project
Information Services

We received a purchase request for one (1) OnBase Document Management / Workflow System and Pilot Project from Information Services. The purpose of the Pilot Project is to support automation of the procurement process including: electronic workflow enhancement and elimination of duplicate procurement files, through electronic storage of and access to procurement documents.

The OnBase software would be purchased through South Carolina State Contract #07-S7183-A12772 from the manufacturer, Hyland Software, Inc. Installation, technical currency and support, integration services for the pilot project and a scanner would be obtained from KeyMark, LLC* a "State of SC Approved OnBase Authorized Solution Provider" on the list of subcontractors provided with the Contract #07-S7183-A12772 on the state contract web site.

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 \$71,958.96. Funds are appropriated in the following accounts:

Department	Account	Item (s)	Proposed Contractor	Amount
IS	1000-102100-5A9044	Software	Hyland Software	\$37,565.13
IS	1000-102100-520702	Technical Currency & Support	KeyMark, LLC	\$10,557.00
IS	1000-102100-520700	Technical Services	KeyMark, LLC	\$22,800.00
Procurement	1000-101410-5A9438	Fujitsu 6130 Scanner	KeyMark, LLC	\$ 1,036.83
Total				\$71,958.96

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 24, 2009.

*Background information on Keymark. KeyMark is headquartered in Liberty, SC, with offices in Lexington, SC, Boston, MA, Indianapolis, IN, Lancaster, PA, and Twin Cities, MN. KeyMark is a preferred reseller of Hyland Software, with government sector clients in South Carolina that include Fairfield County, Richland County, Pickens County, Dorchester County, and the SC Lt. Governor's Office on Aging. KeyMark, Inc. has been an Authorized OnBase Solution Provider for more than nine years and has extensive experience with implementation and maintenance of the OnBase software with the type of projects represented by our pilot project and future integration of OnBase workflow with other county applications. In March 2008, KeyMark, was named by Hyland Software, Inc., as a Platinum and Diamond Authorized OnBase Solution Provider for the fourth consecutive year. In addition, Keymark has developed its own OnBase applications, such as its Infodact™ solution, a trademarked solution for redacting privacy-protected information from imaged documents, thereby helping government agencies provide information in a timely manner and in accordance with government regulations. Other KeyMark customers in SC include: BC/BS of SC, AgFirst, First Citizens Bank, Colonial Life, Denny's, Security Finance, Resurgent Capital, and AnMed.

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

MEMORANDUM

TO: REGGIE MURPHY, PROCUREMENT MANAGER
FROM: JIM SCHAFER, IS MANAGER
SUBJECT: DOCUMENT MANAGEMENT SYSTEM AND PILOT PROJECT REQUISITIONS / CONTRACTS
DATE: 2/13/2009
CC: MIKE UJCICH, CIO

The purpose of this transmittal is to provide you the information necessary for the acquisition, under state contract, of products and services to initiate an enterprise document management and workflow system infrastructure and integrate it with Banner, starting with the e-procurement system as a pilot project. The result will be to make it possible to create or scan all support documents relating to all procurements and “marry” them to a digital file that would be stored in a central repository for access by all authorized employees from any department within the county.

This procurement will be a major step in implementing an enterprise-wide Document Management and Workflow system that can be used to create applications to meet the specific needs of the various departments, can be highly customized, and can be quickly implemented. This system is the county’s **number one technology initiative** because of its potential to increase employee efficiency and reduce space required to store paper files in high-cost office real estate.

The following is a summary explanation of the attached documents:

Requisition No. JS12080801 to Hyland Software. Under State Contract No. 07-S7183-A12772, OnBase Document Management & Workflow development, server and user licenses are to be purchased directly from the owner, Hyland Software. The requisition includes the purchase of several enterprise development modules, operating modules and six concurrent user licenses. As the number of users of the system increases, additional licenses will be purchased to provide the required capabilities.

Requisition No. JS12080802 to KeyMark, LLC. Under State Contract No. 07-S7183-A12772, KeyMark¹ is a “State of SC Approved OnBase Solution Provider.” The intent of the requisition is to acquire their services for installation and configuration of the OnBase software on county servers and pc’s. It also would acquire their assistance to IS application staff to develop and implement our first pilot project in support of electronic

¹ KeyMark is headquartered in Liberty, SC, with offices in Lexington, SC, Boston, MA, Indianapolis, IN, Lancaster, PA, and Twin Cities, MN. KeyMark is a preferred reseller of Hyland Software, with government sector clients in South Carolina that include Fairfield County, Richland County, Pickens County, Dorchester County, and the SC Lt. Governor’s Office on Aging. KeyMark, Inc. has been an Authorized OnBase Solution Provider for more than nine years and has extensive experience with implementation and maintenance of the OnBase software. In March, KeyMark, was named by Hyland Software, Inc., as a Platinum and Diamond Authorized OnBase Solution Provider for the fourth consecutive year. In addition, Keymark has developed its own OnBase applications, such as its **Infodact™** solution, a trademarked solution for redacting privacy-protected information from imaged documents, thereby helping government agencies provide information in a timely manner and in accordance with government regulations. Other KeyMark customers in SC include: BC/BS of SC, AgFirst, First Citizens Bank, Colonial Life, Denny’s, Security Finance, Resurgent Capital, and AnMed.

procurement within Banner. In addition, it would engage KeyMark to provide ongoing technical currency and support on an annual retainer basis. These activities would be governed by three legal documents that are attached and summarized as follows:

Systems Integration Services Agreement (SISA). This agreement establishes the basic relationship between KeyMark, as our OnBase Solution Provider, and the County of Lexington. It covers topics such as cooperation of the parties, elements included in the system, acceptance of products, work schedules, payment for goods and services, work changes, obligations of the parties, ownership and rights, warranties and liabilities, term and termination, and miscellaneous administrative provisions.

Part A – Definition of System. This document would be attached to and be made a part of the SISA for the purposes of: providing a specific project overview for the current project (setting up OnBase infrastructure and creating an integrated Banner e-procurement application); listing system components and costs: identifying special programming to be done; establishing payment terms and responsibilities of each party; and covering other topics pertaining to the specific project.

Maintenance and Support Services Agreement. This document is a service level agreement that defines mutual expectations of the relationship between the contractor and county in keeping up the systems and fixing problems that may arise.

It is anticipated that the County Attorney will review the above three legal documents. If the County Attorney needs any additional or clarification information or if he has any modifications to the documents, he should contact the following individual at KeyMark who IS staff has worked with in getting the documents to the current status:

Ed McQuiston
VP Sales
Off: 864.343.0341
Cell: 864.430.9163
Fax: 864.343.0441
EdM@KeyMarkinc.com

Requisition No. JS12150801 to KeyMark, LLC. The purpose of this requisition is to acquire one production scanner for the Procurement Department to provide for scanning into OnBase procurement and contracting documentation relating to Procurement Department activity in support of the procurements it makes on behalf of user departments.

If there any additional or clarification information is needed regarding the above requisitions submitted to initiate the Document Imaging & Workflow program, please let me know.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 4, 2009

TO: Katherine Hubbard
County Administrator

THRU: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: Request For Approval to Utilize Competitive Sealed Proposals – Sheriff's
Department

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from potential qualified bidders for a food service program for the Sheriff's Department. The current contract for for Food Service provided by ABL Management, Inc. and will expire June 30, 2009.

Due to the scope of this project, we feel that it would not be practical or to our advantage to write up a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a contractor, it will also be advantageous to consider other award criteria in addition to cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors such as overall qualifications and experience of the firm and personnel assigned to the project, demonstrated understanding of the scope and objectives, technical approach and work plan, references, and proposed commission.

It is therefore our recommendation to utilize the competitive sealed proposal procedure established in the County ordinance. We further recommend that we seek approval at the next scheduled County Council meeting set for February 24, 2009.

Thank you.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: February 6, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Exterior Waterproofing of the Courthouse
B09017-01/16/09H
Building Services**

Competitive bids were solicited and advertised for Exterior Waterproofing of the Courthouse Project. This bid consists of pressure washing the complete building and applying a sealant to the exterior. A mandatory pre-bid was held on January 09, 2009, in which 17 contractors attended. We received 16 responsive bids on January 16, 2009.

The bids were evaluated by Randy Quattlebaum, Building Services Manager and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award this contract - to the lowest responsive, responsible bidder – R.W. Ford Company, Inc. The total cost, including applicable sales tax, is estimated at \$33,235.00 (See attached bid tabulation).

Funds are appropriated in the following account:

1000-111300-5A9052	Courthouse - Waterproofing	\$33,235.00
--------------------	----------------------------	-------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 24, 2009.

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

County of Lexington

B09017
JAH
01/16/2008

Bid Tabulation

Bid : B09017-01/16/09H

Exterior Waterproofing of the Courthouse

Item #	Quantity	U/M	Description	International Const. Serv.		GBS Construction		Assurance Waterproofing		E & D Contracting Serv.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Job	Labor and Materials to apply Waterproofing (repellant only) to the Courthouse		\$57,120.00		\$26,900.00		\$16,250.00		\$35,000.00
2	1	Job	Labor and Materials to provide and install exterior caulking to the Courthouse		\$127,445.00		\$49,500.00		\$31,500.00		\$45,000.00
3	NTE 100	LF	Re-Seal Flashings	\$1.00	\$100.00	\$9.00	\$900.00	\$3.50	\$350.00	\$7.85	\$785.00
4	NTE 100	LF	Tuck-point grout in joints	\$7.40	\$740.00	\$9.00	\$900.00	\$6.50	\$650.00	\$5.00	\$500.00
Option:											
2	1	Job	Apply 2nd Coat of Repellant		\$21,280.00		\$11,000.00		\$7,500.00		\$11,000.00
Total					\$206,685.00		\$89,200.00		\$56,250.00		\$92,285.00

Item #	Quantity	U/M	Description	Strickland Waterproofing		Watertight Systems, Inc.		Eddins Electric Company		Southern Restoration Mnt.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Job	Labor and Materials to apply Waterproofing (repellant only) to the Courthouse		\$17,500.00		\$14,150.00		\$26,700.00		\$31,561.00
2	1	Job	Labor and Materials to provide and install exterior caulking to the Courthouse		\$49,440.00		\$39,754.00		\$54,000.00		\$70,157.00
3	NTE 100	LF	Re-Seal Flashings	\$5.50	\$550.00	\$6.50	\$650.00	\$3.00	\$300.00	\$5.75	\$575.00
4	NTE 100	LF	Tuck-point grout in joints	\$5.75	\$575.00	\$9.75	\$975.00	\$1.75	\$175.00	\$6.00	\$600.00
Option:											
2	1	Job	Apply 2nd Coat of Repellant		N/A		N/A		\$27,500.00		\$12,999.00
Total					\$68,065.00		\$55,529.00		\$108,675.00		\$115,892.00

County of Lexington

B09017
JAH
01/16/2008

Bid Tabulation

Bid : B09017-01/16/09H

Exterior Waterproofing of the Courthouse

Item #	Quantity	U/M	Description	Lesco Restorations, Inc.		The Roberts Company		Roofco, Inc.		R.W. Nunnery Roofing	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Job	Labor and Materials to apply Waterproofing (repellant only) to the Courthouse		\$16,950.00		\$46,920.00		\$62,708.78		\$68,000.00
2	1	Job	Labor and Materials to provide and install exterior caulking to the Courthouse		\$66,300.00		\$60,700.00		\$31,500.00		\$68,000.00
3	NTE 100	LF	Re-seal Flashings	\$6.50	\$650.00	\$4.04	\$404.00	\$0.45	\$45.00	\$3.50	\$350.00
4	NTE 100	LF	Tuck-point grout in joints	\$4.00	\$400.00	N/C	\$0.00	\$2.18	\$218.00	\$3.00	\$300.00
Option:											
2	1	Job	Apply 2nd Coat of Repellant		N/A		\$23,040.00		\$27,866.90		\$30,000.00
Total					\$84,300.00		\$131,064.00		\$122,338.68		\$166,650.00

Item #	Quantity	U/M	Description	Midwest Maintenance, Inc.		R.W. Ford Company, Inc.		Edifice Restoration Cont.		Vatos Painting & Cont.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Job	Labor and Materials to apply Waterproofing (repellant only) to the Courthouse		\$20,855.00		\$11,920.00		\$16,100.00		\$16,800.00
2	1	Job	Labor and Materials to provide and install exterior caulking to the Courthouse		\$62,145.00		\$17,490.00		\$26,300.00		\$11,300.00
3	NTE 100	LF	Re-Seal Flashings	\$8.00	\$800.00	\$22.50	\$2,250.00	\$2.90	\$290.00	\$7.60	\$760.00
4	NTE 100	LF	Tuck-point grout in joints	\$8.00	\$800.00	\$15.75	\$1,575.00	\$4.50	\$450.00	\$9.00	\$900.00
Option:											
2	1	Job	Apply 2nd Coat of Repellant		N/A		N/A		\$12,200.00		\$7,900.00
Total					\$84,600.00		\$33,235.00		\$55,340.00		\$37,660.00

Bid Opened: January 16, 2009 @ 3:00pm

Jeffrey A. Hyde
Procurement Officer

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

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 09-03

AN ORDINANCE TO AMEND THE LEXINGTON COUNTY WRECKER AND TOWING SERVICES ORDINANCE.

WHEREAS, the County of Lexington currently has an extensive Ordinance regulating wrecker and towing Services for accidents and disabled vehicles; and

WHEREAS, it is the desire of County Council to simplify the Ordinance by deleting sections of the Ordinance that are more properly covered in the grant of a wrecker franchise and/or agreement with the wrecker services.

NOW THEREFORE, be it ordained and enacted by Lexington County Council that the Lexington County Wrecker and Towing Services Ordinance shall be amended as follows:

Section 1. Sections 70-36, 70-37, 70-38, 70-39, 70-40, 70-41, 70-43, 70-44, and 70-45, 70-46, 70-47, and 70-48 are hereby repealed.

Section 2. Section 70-42 is hereby re-numbered as 70-36 and shall read as follows: Approved applicants shall enter into agreements with the County executed by the Procurement Manager, subject to suspension or termination upon violations of any provisions of this Ordinance or any provision of the franchise and/or agreement with the wrecker and towing service.

Section 3. Section 70-32 is hereby amended by deleting the words “the county dispatcher” and adding the words “county dispatch” in their place.

Section 4. Section 70-33 is hereby amended to delete the words “the county dispatcher” and adding the words “county dispatch” in their place.

Section 5. Section 70-34 is hereby amended to delete the word “bridges” and adding the word “bridge” in its place; and delete the word “highways” and add the word “highway.”

Section 6. All remaining provisions of the Wrecker and Towing Services Ordinance shall remain as currently stated.

Section 7. The amendments to the subject Ordinance as set forth above are shown on the attachment hereto as Exhibit A and made a part hereof.

Section 8. The ordinance shall be effective on July 1, 2009.

Approved this _____ day of _____, 2009.

Debra B. Summers
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

LEXINGTON COUNTY ORDINANCES
Chapter 70 VEHICLES FOR HIRE
ARTICLE II. WRECKER AND TOWING
SERVICES*

***State law references:** Regulation of wreckers at scenes of accidents, S.C. Code 1976, § 4-18-10 et seq.

Sec. 70-31. Enforcement; penalty for violation of article.

Any wrecker and towing service that responds to any accident or disabled vehicle in violation of this article shall be punished in accordance with section 1-8.

(Ord. No. 96-3, § 10-78, 12-19-96)

Sec. 70-32. Wreckers to respond only when properly called.

It shall be unlawful for the owner or agent of any wrecker or towing service to go to any place where an accident has occurred that is investigated by any county officer in any unincorporated section of the county unless called by ~~(delete) the~~ county ~~(delete) dispatcher~~ *(add) dispatch*.

(Ord. No. 96-3, § 10-61, 12-19-96)

Sec. 70-33. Use of sheriff's department radio.

It shall be unlawful for the owner, agent or driver of any wrecker or towing service to go to the location of a disabled or damaged vehicle by reason of information received by sheriff's department radio or county radio systems or to interfere in any manner with sheriff's department radio calls. It shall be unlawful for the owner, agent or driver of any wrecker or towing service to be at a wreck scene investigated by a county officer unless requested by ~~(delete) the~~ county ~~(delete) dispatcher~~ *(add) dispatch*, except in cases of emergency vehicles.

(Ord. No. 96-3, § 10-62, 12-19-96)

Sec. 70-34. Solicitation by wrecker or towing service.

It shall be unlawful for the owner or agent of any wrecker or towing service to drive along or park on any street, ~~(delete) bridges~~ *(add) bridge* or ~~(delete) highways~~ *(add) highway* soliciting wrecker or towing service. In the event of non-accidental or mechanical breakdowns, the operator of an automobile or vehicle shall be allowed to call a wrecker or towing service of his choice.

(Ord. No. 96-3, § 10-63, 12-19-96)

Sec. 70-35. Impounding authorized.

Whenever a county officer finds a motor vehicle or other vehicle that has been abandoned or wrecked upon any unincorporated section of the county, or that has been parked in violation of a county ordinance or state law, or the vehicle has been, or is being used, in the commission of a crime, such

county officer may have the vehicle removed by a wrecker to the storage lot or garage operated by such wrecker. Vehicles removed under these conditions shall be held until claimed by the legal owner or otherwise disposed of as provided by law.

(Ord. No. 96-3, § 10-64, 12-19-96)

~~(Delete) **Sec. 70-36. Emergency wrecker service.**~~

~~The county dispatcher shall call any wrecker service requested by the owner of a vehicle damaged or disabled in an unincorporated area of the county. If no wreckerservice is designated by the vehicle owner, the county dispatcher shall call the wrecker service provided in section 70-37.~~

~~(Ord. No. 96-3, § 10-65, 12-19-96)~~

~~(Delete) **Sec. 70-37. Rotation and zones:**~~

~~(a) The county sheriff's department patrol zones will serve as zones for wrecker and towing services on a rotation basis. Zones are as follows: A - Chapin, B - Irmo/St. Andrews, C - West Columbia, D - Cayce, E - South End, F - Lexington. **A maximum of ten most qualified wrecker and towing services will be awarded per zone.** Qualified wrecker and towing services will be placed on the rotation lists for the zones they have requested as openings are available. Wrecker and towing services will remain on the lists as long as their performance, equipment and other required standards are maintained in accordance with the conditions and provisions of the contract, or until the contractor requests they be removed from the lists.~~

~~(Delete) (b) The rotation list will be maintained by the sheriff's department, central dispatch and central garage. The respective dispatchers shall call the wrecker and towing service next in rotation as servicing the zone in which the damaged or disabled vehicle is located, and this subsection is to include any damaged or disabled except in cases of emergency vehicles.~~

~~(Delete) (c) Each rotation list will be administered fairly and in a manner designed to insure all wrecker services on each list have an equal opportunity to the towing business arising from each respective list. Wrecker services will be called from the rotation lists in the order in which they appear on the list. If a particular service is unavailable when called, they will be passed over and the next service on the list will be called. When a wrecker service or driver is unable to answer a call, the contract administrator must be promptly notified to the reason for the unavailability.:~~

~~(Ord. No. 96-3, § 10-66, 12-19-96)~~

~~(Delete) **Sec. 70-38. Eligibility for county requested towing:**~~

~~Any wrecker and towing service having its main business operation within the county shall become eligible to participate in servicing individual zones as provided in section 70-37 if it conforms to the rules and requirements established in this article. Any deviation from the requirements of the policies established in this article or failure to provide reasonable, quick and~~

~~efficient service may result in the suspension for a specified time or termination of the contract with such company by the contract administrator.~~

~~(Ord. No. 96-3, § 10-67, 12-19-96)~~

~~(Delete) **Sec. 70-39. Eligibility requirements:**~~

~~Any wrecker or towing service meeting the minimum eligibility requirements may apply to the procurement manager of the county to participate in county towing operations. The application shall contain the following information:~~

~~**(1) Business operation.** Details required concerning the operation of the business are as follows:~~

~~**a. Name of contractor.** Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, number of years the business has been established in the county, and the number of years that those persons holding financial interest in the service have been residents of the county.~~

~~**b. Attendants and drivers.** List the names and addresses of all attendants and drivers who will conduct the county towing service, as well as number of years employed, drivers license records, training received by those attendants and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license in order to tow heavy duty size trucks. Wrecker drivers and attendants must conduct themselves in a proper manner at all times. All drivers and attendants must be clean and neatly dressed whenever possible.~~

~~**c. Equipment.** Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.~~

~~**d. Communications.** Describe the method of operation of the communications system between the place of business and operating tow trucks, as well as the means utilized for ensuring prompt dispatch of trucks upon receipt of a call from the county dispatcher.~~

~~**e. Other facilities and personnel available.** List all provisions for recordkeeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.~~

~~**(2) Business location and storage lot.** Information required concerning the business location and storage lot area shall be as follows:~~

~~**a. Primary business location.** List the location of the primary business operation within the county, including dimensions and type of facilities available.~~

~~**b. Storage lot.** List the location of storage lots, dimensions thereof, relationship to primary business operation, type of protection afforded,~~

~~screening and maintenance provided at the lots, and theft insurance providing protection to the owners of the vehicles stored.~~
(Ord. No. 96-3, § 10-68, 12-19-96)

~~(Delete) **Sec. 70-40. New applications for service within zones.** Any wrecker and towing service that meets the county requirements and desire to be placed on the rotation lists of one or more zones, should contact the procurement manager to be placed on the appropriate lists.~~
(Ord. No. 96-3, § 10-69, 12-19-96)

~~(Delete) **Sec. 70-41. Minimum standards for equipment.** (a) (Delete) Every emergency wrecker proposed (Add) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement manager, and every such wrecker shall comply with the following minimum requirements:~~

~~(1) Each wrecker shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.~~

~~(2) Each wrecker and all of its equipment shall be in a safe and good working condition.~~

~~(3) Each wrecker shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.~~

~~(b) Each contractor shall maintain 24-hour wrecker service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.~~

~~(c) Each wrecker service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker is registered in another name other than that of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.~~

~~(Ord. No. 96-3, § 10-70, 12-19-96)~~

Sec. 70- (Delete) 42 (Add) 36. Agreements.

Approved applicants shall enter into agreements with the county executed by the procurement manager, subject to suspension or termination upon violation of any provision of this article.
(Ord. No. 96-3, § 10-71, 12-19-96)

~~(Delete) **Sec. 70-43. Insurance.**~~

~~(a) A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.~~

~~(1) Limits of liability for vehicles for gross vehicle weight of 0-20,000 pounds shall be:~~

~~a. Garage operation . . . \$300,000.00~~

~~Other than garage operation . . . 300,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 75,000.00~~

~~Collision . . . 75,000.00~~

~~(2) Limits of liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:~~

~~a. Garage operation . . . 750,000.00~~

~~Other than garage operation . . . 750,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 150,000.00~~

~~Collision . . . 150,000.00~~

~~(b) A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.~~

~~(c) A certificate of insurance shall also provide the following:~~

~~(1) The physical address of the insured lot;~~

~~(2) The county as additional insured; and~~

~~(3) Worker's compensation insurance with state statutory limits.~~

~~(d) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract. Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.~~

~~(e) It is specifically understood that all wrecker and towing services shall be independent contractors.~~

~~(Ord. No. 96-3, § 10-72, 12-19-96)~~

~~(Delete) **Sec. 70-44. Storage lot requirements.**~~

~~Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, under cover or fenced to provide reasonable protection for the towed vehicles.~~

~~(Ord. No. 96-3, § 10-73, 12-19-96)~~

~~(Delete) **Sec. 70-45. Additional requirements:**~~

~~(a) Hours. There shall be an attendant on call capable of responding to the county dispatcher requests for towing, as well as an attendant being present or available for the release of vehicles to the public, 24 hours a day, seven days a week.~~

~~(b) Records. Each wrecker and towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff have the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.~~

~~(c) Rate for roll back wreckers. The use of roll back wreckers will be charged at the same rate as a wrecker/tow truck.~~

~~(d) Response time. Time is of the essence in this contract, and great energy and diligence shall characterize all operations carried on under this contract. Prompt response to calls by county officers is expected regardless of the weather (delete) for the duration of this contract. It is the responsibility of the wrecker service contractors to obtain any maps necessary to become familiar with all street and road locations in the county. Expected response time shall be 30 minutes under normal traffic conditions.~~

~~(e) Use of amber warning lights required. A contractor shall turn on amber warning lights upon arrival at the scene and leave them on until departure.~~

~~(f) Determination of rates; rotation contracts. Rates charged for normal wrecker and towing service and storage will be determined by the county. The county will maintain two rotation contracts. One contract for calls dispatched by the county sheriff's department for vehicles privately owned by the citizens and the other contract for county-owned vehicles. In the event of a call that results in considerable time involving winching and other services, the additional cost would be considered over and above contract requirements, and the wrecker service will be able to charge reasonable customary charges.~~

~~(g) Personnel. The operator's staff must at all times act in a manner that will maintain the best possible public relations. The operator shall instruct all drivers and helpers to cooperate with the sheriff's department and county employees at all times so as to provide minimum inconvenience and maximum safety to the public, and shall discipline or remove any employee who fails to do so. The county has the right to require that any driver or helper whom he considers to be incompetent or not of good character, or~~

~~maintaining poor public relations, or otherwise unsuitable, to be replaced forthwith with a person who is suitable.~~

~~(h) Compliance with other regulations and requirements. All wrecker (add) **or towing** service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.~~

~~(Ord. No. 96-3, § 10-74, 12-19-96)~~

~~(Delete) Sec. 70-46. Debris removal.~~

~~All wrecker and towing services doing business as requested by the county shall remove glass, damaged parts, oil and all debris at the location from which any vehicle is towed.~~

~~(Ord. No. 96-3, § 10-75, 12-19-96)~~

~~(Delete) Sec. 70-47. Revocation of agreement.~~

~~The county may suspend or terminate any agreement with a wrecker and towing service for the violation of any provisions of this article. The period of suspension shall be determined by a committee appointed by the county administrator~~

~~Grounds for suspension shall include, but not be limited to:~~

~~(1) Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).~~

~~(2) Lack of proper insurance.~~

~~(3) Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.~~

~~(4) Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.~~

~~(5) Evidence of excessive or unnecessary fees for towing or storage charges to customers.~~

~~(6) Storing a vehicle at a location other than an approved storage facility.~~

~~(7) Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.~~

~~(Ord. No. 96-3, § 10-76, 12-19-96)~~

~~(Delete) Sec. 70-48. Award of zones.~~

~~Appointment to zones requested will be by application when the service is in total compliance with the county requirements governing wrecker services.~~

~~The county reserves the right to reject any application and to waive any requirement stated in this article which would prove to be in the best interest of the county. (Ord. No. 96-3, § 10-77, 12-19-96)~~



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # **M09-01**

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

2468 N Lake Drive, Columbia, SC 29212

Zoning Classifications: (Current) D (Development) (Proposed) LC (Limited Commercial)

TMS#: 001800-04-009 Property Owner: Michael C. & Wanda Burkhard

Reason for the request: To build a dental office at location.

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: 1/14/2009 Applicant: Property Owner Authorized Agent

Phone #(s): cell (803) 479-1695 _____

Signature: Signature on File Printed Name: Frank Cook

Street/Mailing Address: 164 Pilgrim Point Drive, Lexington, SC 29072

1/14/2009	Application Received
2/05/2009	Newspaper Advertisement
2/06/2009	Notices Mailed

1/14/2009	Fee Received
2/05/2009	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

01-27-09	First Reading	02-24-09	Public Hearing	Second Reading	Third Reading
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Results: _____

COUNTY OF LEXINGTON, SOUTH CAROLINA

Department of Community Development

County Administration Building (803) 785-8121

212 South Lake Drive Ste. 401 Lexington, South Carolina 29072

STAFF SUMMARY
ZONING MAP AMENDMENT #M09-01

Description of the amendment: This Map Amendment request is for a change in zoning classification for TMS# 001800-04-009 from D (Development) to LC (Limited Commercial). The applicant wants to construct a dental office at this location. A dental office is classified as Medical Services activity in the Lexington County Zoning Ordinance.

Character of the Area: The immediate area consists of residential use.

Zoning History: This Map Amendment is in the Seven Oaks/Dutch Fork Planning area zoned in 1971/1974. There have been approximately five map amendment requests in the immediate area since zoning was first adopted.

Council District: Six-Council Member Johnny W. Jeffcoat

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

EXCERPTS TAKEN FROM:

LEXINGTON COUNTY



ZONING ORDINANCE

August 27, 2008

21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

Extremely Hazardous Materials as regulated by Article 3
Mining Operations as regulated by Article 8
Mobile Home Parks as regulated by Article 7
Sexually Oriented Businesses as regulated by Article 10

21.31 Chart of Permitted Activities by District

Those activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance.

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Administrative Offices
					✓	✓	✓	✓	✓	✓	Advertising Signs
				✓	✓	✓	✓	✓	✓	✓	Airports
			✓	✓	✓				✓	✓	Animal Operations
		✓		✓	✓		✓	✓	✓	✓	Boat Docks
					✓				✓	✓	Bus and Transit Terminals
					✓			✓	✓	✓	Business Services
	✓	✓	✓	✓	✓			✓	✓	✓	Cemeteries
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Churches
					✓				✓	✓	Communication Towers
✓	✓	✓	✓	✓	✓			✓	✓	✓	Community Education
					✓			✓	✓	✓	Construction Services
			✓	✓	✓				✓	✓	Crops
					✓				✓	✓	Detention Centers
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Essential Services (Limited)
	✓	✓	✓	✓	✓			✓	✓	✓	Essential Services (Extensive)
✓			✓	✓	✓			✓	✓	✓	Fancier's Kennel/Cattery
				✓	✓			✓	✓	✓	Food Services
					✓			✓	✓	✓	General Repair and Maintenance Services
					✓		✓	✓	✓	✓	General Retail (Limited)
					✓			✓	✓	✓	General Retail (Extensive)
✓###	✓###	✓###	✓###	✓	✓	✓	✓	✓	✓	✓	Golf Courses
✓#	✓#	✓#	✓#	✓	✓		✓	✓	✓	✓	Group Assembly (Limited)
				✓	✓			✓	✓	✓	Group Assembly (Intermediate)
					✓			✓	✓	✓	Group Assembly (Extensive)
		✓	✓	✓	✓	✓	✓	✓	✓	✓	Group Housing
					✓		✓	✓	✓	✓	Hospitals
			✓	✓	✓			✓	✓	✓	Kennels, Catteries, and Stables
					✓				✓	✓	Landfills (Limited)
					✓				✓	✓	Landfills (Intermediate)
					✓				✓	✓	Landfills (Extensive)
					✓			✓	✓	✓	Manufacturing (Light Assembly)
					✓				✓	✓	Manufacturing (Limited)
					✓				✓	✓	Manufacturing (Intermediate)
					✓				✓	✓	Manufacturing (Extensive)
					✓			✓	✓	✓	Marinas
					✓	✓	✓	✓	✓	✓	Medical Services
					✓				✓	✓	Military Installations
			✓		✓			✓	✓	✓	Mining (Limited)
					✓				✓	✓	Mining (Intermediate)
					✓				✓	✓	Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Mini-Parks
					✓			✓	✓	✓	Mini-Warehouses
	✓	✓	✓	✓	✓		✓	✓	✓	✓	Mobile Homes
		✓			✓			✓	✓	✓	Mobile Home Parks (Limited) *
		✓			✓			✓	✓	✓	Mobile Home Parks (Extensive) *
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Natural Reserves
				✓	✓	✓	✓	✓	✓	✓	Non-Assembly Cultural
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
					✓		✓	✓	✓	✓	Personal Convenience Services
			✓	✓	✓	✓	✓	✓	✓	✓	Plant Nurseries

Current Zoning

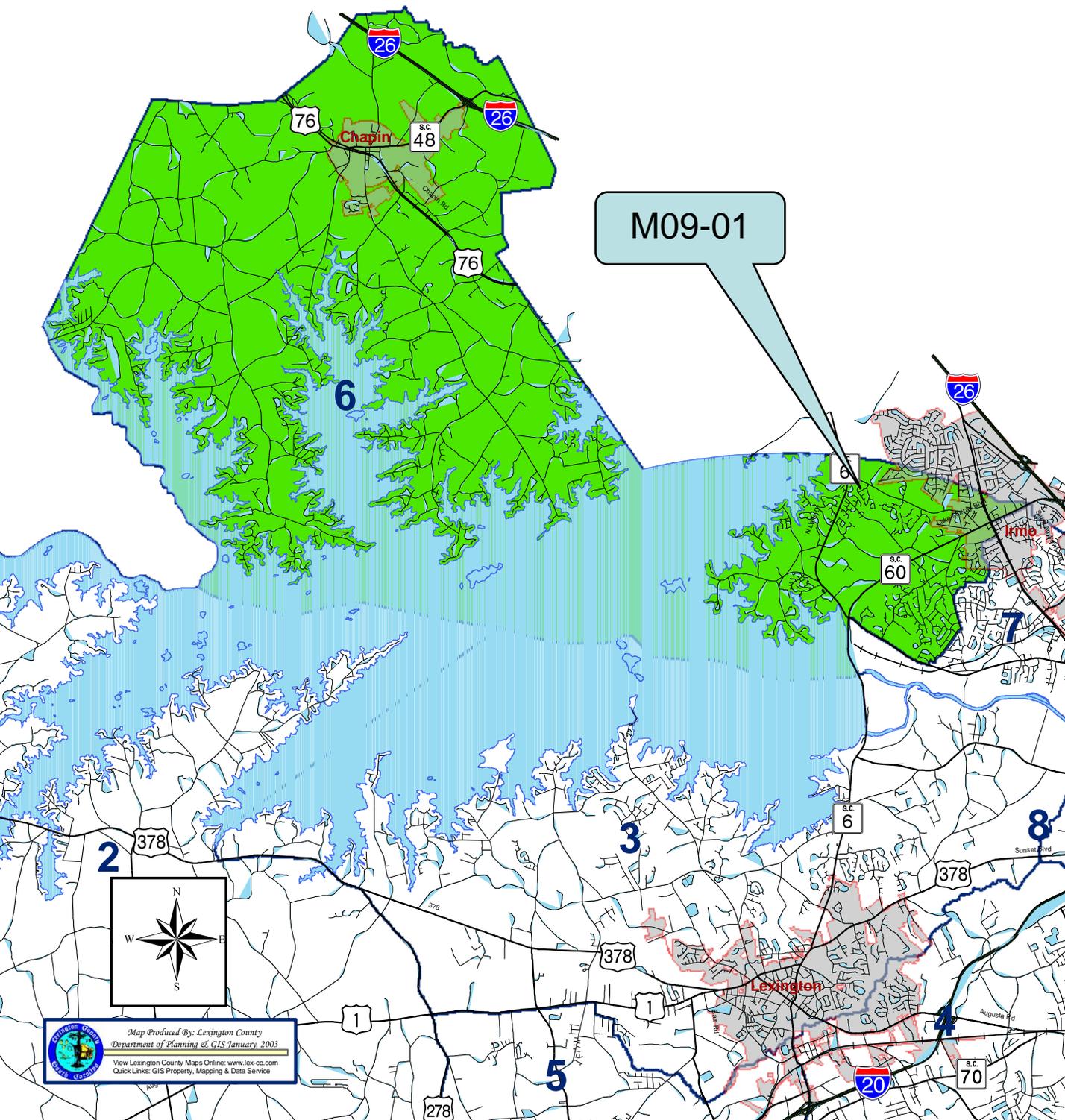
Proposed Zoning

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES	
					✓				✓	✓		Power Plants
					✓	✓	✓	✓	✓	✓		Professional Services
					✓				✓	✓		Radioactive Materials Handling
					✓				✓	✓		Railroad
					✓				✓	✓		Recycling Centers
					✓			✓	✓	✓		Research Services
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		Residential Detached
	✓	✓	✓		✓	✓	✓	✓	✓	✓		Residential Attached (2 dwelling units)
		✓	✓		✓			✓	✓	✓		Residential Attached (3 or more dwelling units)
		✓	✓		✓			✓	✓	✓		Retirement Centers/Assisted Living
					✓				✓	✓		Salvage/Wrecking Yard
					✓				✓	✓		Scrap Operations
					✓		✓	✓	✓	✓		Business Parks
					✓			✓	✓	✓		Shopping Centers
					✓				✓	✓		Industrial Parks
					✓			✓	✓	✓		Towing and Impoundment Lot
					✓			✓	✓	✓		Trade Enterprises
					✓			✓	✓	✓		Transient Habitation
					✓			✓	✓	✓		Transport and Warehousing (Limited)
					✓			✓	✓	✓		Transport and Warehousing (Extensive)
					✓		✓	✓	✓	✓		Transport Services
					✓			✓	✓	✓		Undertaking
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		Utilities
					✓			✓	✓	✓		Vehicle Parking
					✓			✓	✓	✓		Vehicle Repair
					✓			✓	✓	✓		Vehicle Sales
					✓		✓	✓	✓	✓		Vehicle Servicing (Limited)
					✓			✓	✓	✓		Vehicle Servicing (Extensive)
				✓	✓			✓	✓	✓		Veterinarian
				✓	✓				✓	✓		Zoos

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

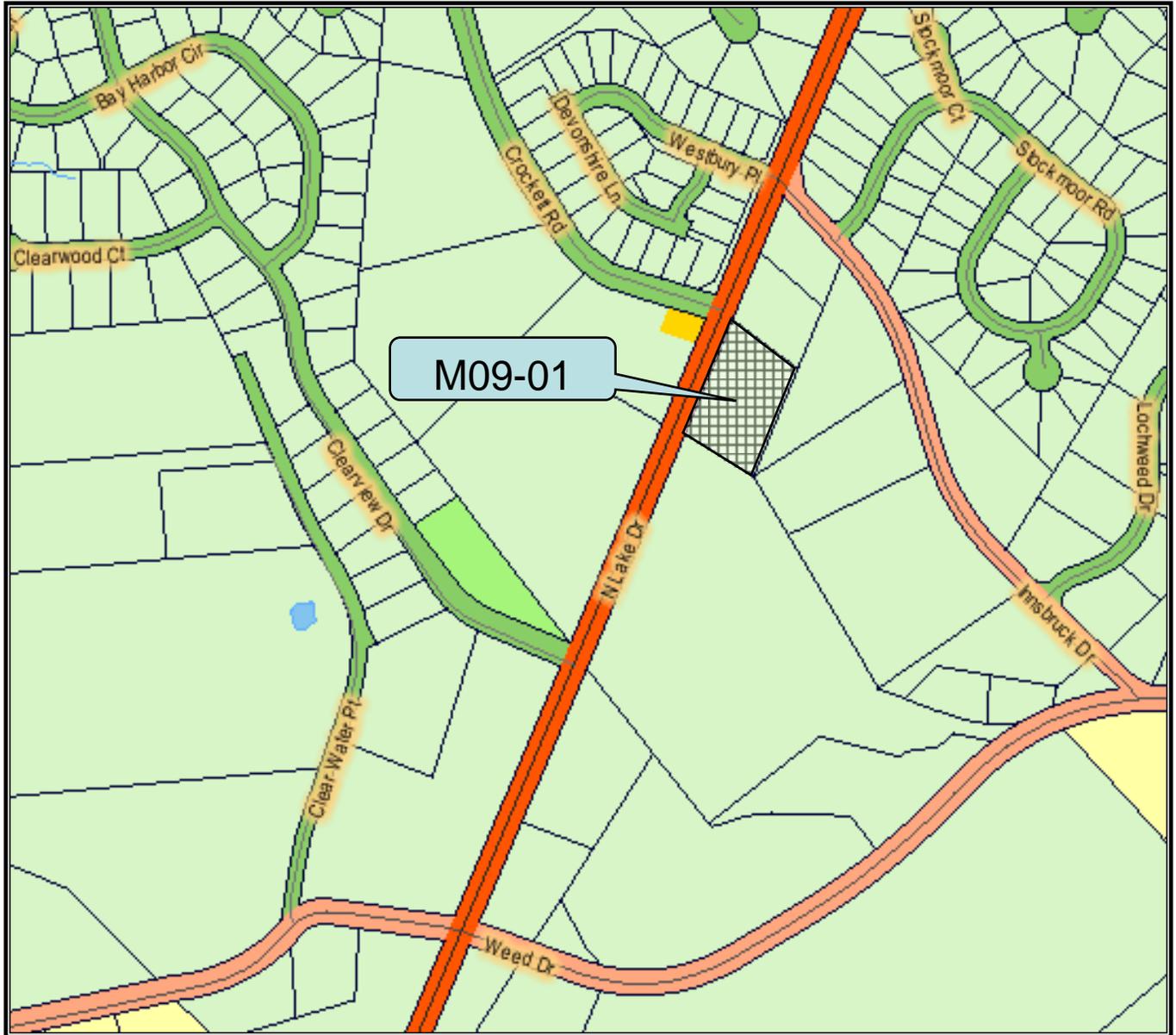
The permitting of this activity in these districts is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

Lexington County Council District 6



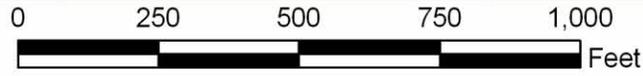
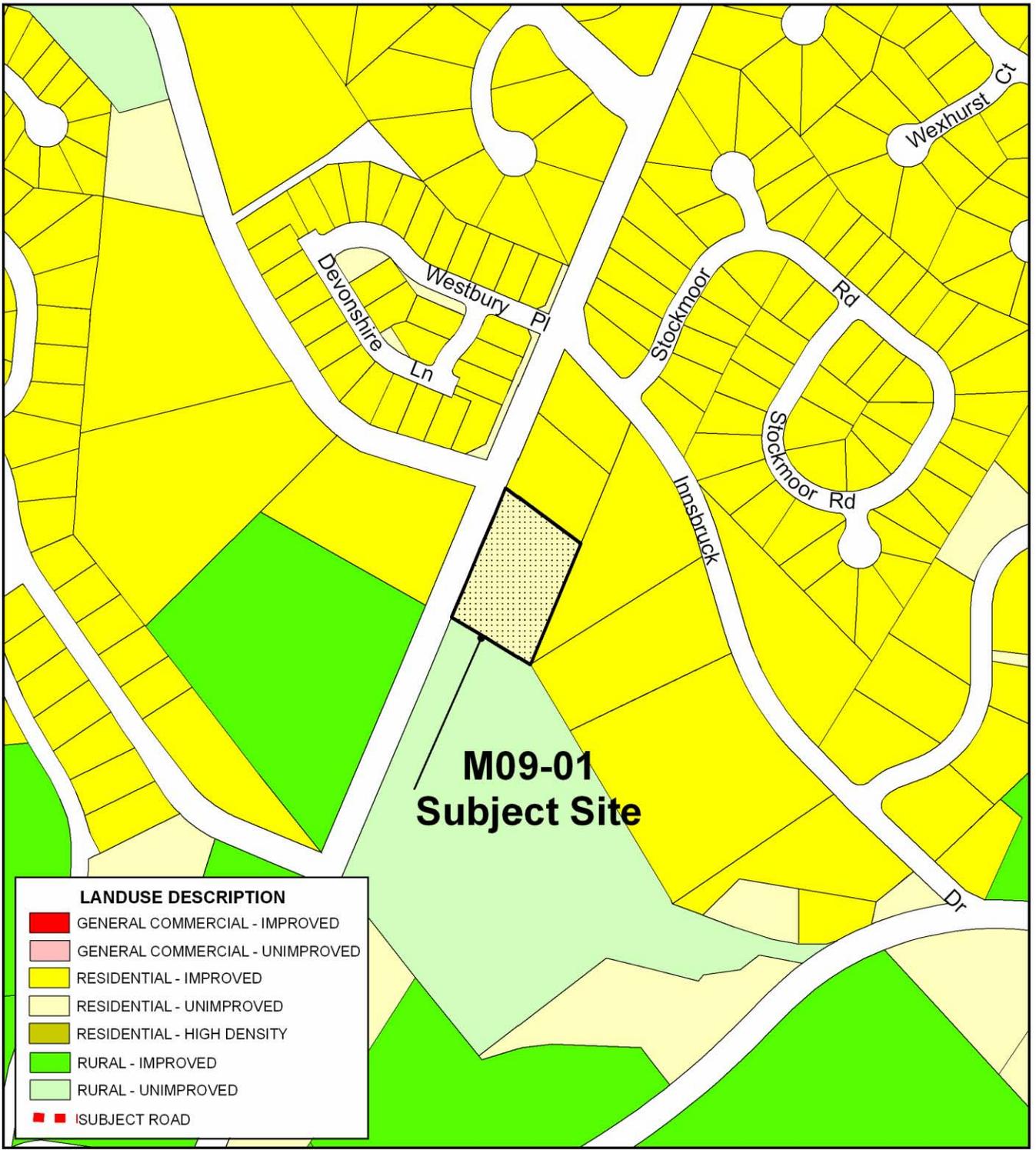
M09-01

Zoning Map Amendment Application M09-01



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



Existing Landuse Map Amendment # M09-01

Zoning Map Amendment Application M09-01



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

ORDINANCE NO. 08-19
LEXINGTON COUNTY

AN ORDINANCE TO AMEND ORDINANCE NO. 95-12, AS AMENDED BY SUBSEQUENT ORDINANCES RELATING TO THE JOINT COUNTY INDUSTRIAL PARK OF LEXINGTON AND CALHOUN COUNTIES SO AS TO ENLARGE THE PARK TO ADD CERTAIN PROPERTY OWNED BY OR LEASED TO OWEN ELECTRIC STEEL COMPANY OF SOUTH CAROLINA (D/B/A CMC STEEL SOUTH CAROLINA) OR AFFILIATES

WHEREAS, pursuant to Ordinance No. 95-12 enacted September 11, 1995 by Lexington County Council, Lexington County entered into an Agreement for Development of a Joint County Industrial and Business Park dated as of December 11, 1995, with Calhoun County (the "Original Agreement"), which Original Agreement was amended, pursuant to the authority contained in subsequent ordinances enacted by Lexington County Council for amendments to the Original Agreement (collectively referred to as the "Park Agreement"); and

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

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

WHEREAS, the expansion of the Park shall include certain tracts of real estate and the property thereon which is located in Lexington County and described in Exhibit A attached to this ordinance and which shall hereafter be owned by or leased to Owen Electric Steel Company of South Carolina (d/b/a CMC Steel South Carolina) (the "Company") or one of its affiliates (the "Property").

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

(1) The Park Agreement shall be amended to include the Property, and the Chair of Lexington County Council is hereby authorized to execute and deliver on behalf of Lexington County an amendment to the Park Agreement as necessary to accomplish such enlargement (the "Amendment"). The form, terms and conditions of the Amendment, which shall be substantially in the form presented to this meeting, together with such changes therein as shall not materially adversely affect Lexington County and as the Chairman shall approve based upon the advice of counsel to the County, are hereby ratified and approved.

(2) Lexington County hereby confirms that other property owned by or leased to the Company as specified in Exhibit A-1 hereto (the "Original Project") was added to the Park pursuant to Ordinance No. 99-13 previously enacted by Lexington County Council and ratifies the continued inclusion of the Original Project in the Park.

(3) Any ordinance, resolution, order or any part of the same in conflict with this Ordinance or the Amendment is, to the extent of that conflict, repealed.

DONE in meeting duly assembled this 10th day of March, 2009.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____

Name: Debra B. Summers

Title: Chair, Lexington County Council

(SEAL)

ATTEST:

By: _____

Name: Diana W. Burnett

Title: Clerk to Lexington County Council

First Reading: December 9, 2008

Second Reading: January 13, 2008

Public Hearing: February 24, 2009

Third Reading: March 10, 2009

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned Clerk to County Council of Lexington County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading and a public hearing, and received majority approval, by the County Council at meetings of December 9, 2008, January 13, 2009, February 24, 2009 and March 10, 2009, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

By: _____

Name: Diana W. Burnett

Title: Clerk to Lexington County Council

Dated: _____, 2009

EXHIBIT "A"

<u>TMS NOS:</u>	05800-02-001	603 GODLEY ST
	005797-04-002	S SIDE OF GODLEY ST
	006400-02-002	2308 TWO NOTCH RD
	007300-04-022	SE OF HWY 774
	007300-04-011	SE SIDE I-20
	007400-05-033	CYNTHIAN TERRACE LOT 6 BLK A
	007400-05-015	CYNTHIAN TERRACE LOT 6 BLK B
	007400-05-034	CYNTHIAN TERRACE LOT 7 BLK A
	007400-05-037	CYNTHIAN TERRACE LOT 7 BLK B
	007400-05-039	CYNTHIAN TERRACE PT LOT 9 BLK B
	007400-05-031	CYNTHIAN TERRACE LOTS 4 & 5 BLK A
	007400-05-038	CYNTHIAN TERRACE LOT 8 BLK B
	007400-05-050	159 MICHAEL TAYLOR RD
	007400-05-036	CYNTHIAN TERRACE LOTS 1, 2, 3, & 4 BLK B
	007400-05-023	CYNTHIAN TERRACE TRACT 5 BLK B
	007400-05-027	CYNTHIAN TERRACE TRACT 3 BLK A
	007997-03-020	1825610-000 SOUTHERN POST
	007997-03-016	BOTH SIDES HWY 105
	005797-04-002	S SIDE OF GODLEY ST
	005768-01-001	1411148-002 OWEN JOIST
	005768-01-004	PT LOTS 10 & 11 80X148X80X162
	005768-01-005	LOT 1 BLK D 50X150
	005768-01-003	PT LOTS 10 & 11 BLK D 100X120
	005768-01-006	LOTS 2, 3, 4 & 9 BLK D 150X150X50X50X200X2

EXHIBIT "A-1"

All those certain pieces, parcels, or tracts of land with improvements thereon, situate, lying, and being located in the City of Cayce in Lexington County, South Carolina, consisting of approximately 99.1 acres, and hereby shown and delineated on a Site Plan as of August 1999 with Proposed Future Layout Changes prepared by SMI Steel South Carolina dated August 18, 1999, attached hereto as Exhibit A-1, said property being bounded on the north by Taylor Street (S.C. Hwy. 266); on the east by New State Road (S.C. Hwy. 66); on the west by Foreman Street (S-32-266); and on the south by Godley Street.

Less and excepting that certain parcel of land with improvements thereon, situate, lying, and being located between Taylor Street (S.C. Hwy. 266) and Ferrell Street (S.C. Hwy. 835), and delineated as TMS No. 05768-02-011.

DERIVATION: A derivation clause is not required for a Quitclaim deed pursuant to S.C. Code Ann. § 30-5-35(a) (Law. Co-op. 1976).

TMS NOS.: 05768-02-001, -002, -004, -005, -006, -008, -009, -010, -012, -014, -016, -017, -018, -019, -020

05768-03-001, -002, -003, -004, -005, -006, -007, -008, -009, -013, -014, -015, -016, -017, -018, -023, -025, -026, -027, -028, -029, -030, -032

05768-04-001, -002, -003, -004, -005, -006

05768-05-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011

05768-06-001, -002, -003, -004, -005, -006

05768-07-002, -003

05768-08-001, -002, -003, -004

05797-03-002, -003

STATE OF SOUTH CAROLINA)	AMENDMENT TO
)	AGREEMENT FOR DEVELOPMENT
COUNTY OF LEXINGTON)	OF JOINT COUNTY INDUSTRIAL PARK
COUNTY OF CALHOUN)	(EXPANSION OF OWEN ELECTRIC STEEL
		COMPANY OF SOUTH CAROLINA (D/B/A
		CMC STEEL SOUTH CAROLINA) /AFFILIATES)

This Amendment to Agreement for Development of Joint County Industrial Park (the “Amendment”) is made and entered into by and between Calhoun County, South Carolina (“Calhoun County”) and Lexington County, South Carolina (“Lexington County”), each a body politic and political subdivision of the State of South Carolina (collectively the “Counties”), and is to be effective as of the 1st day of August, 2008.

WITNESSETH:

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

WHEREAS, the Counties have determined that it is in the best interest of the Counties to enlarge the boundaries of the Park as authorized by paragraph 3(A) of the Agreement;

WHEREAS, the Counties desire to amend the Agreement to enlarge the boundaries of the Park to include the additional real estate and property thereon which is located in Lexington County and described on Exhibit A hereto and which shall hereafter be owned by or leased to Owen Electric Steel Company of South Carolina (d/b/a CMC Steel South Carolina) (the “Company” or one of its affiliates (the “Additional Property”));

WHEREAS, the City of Cayce has granted its consent to inclusion within the Park of those portions of the Additional Property located within the jurisdictional limits of the City of Cayce;

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

1. Exhibit A to the Park Agreement, as amended, which describes the boundaries of the Park with regard to the Lexington Property, is amended by adding the Additional Property .

2. Unless otherwise agreed to in writing by the Company, the term of the Park Agreement shall extend through March 1, 2020 and shall not be terminated prior to such date; provided that, if the Counties have agreed to a longer term in connection with the addition of other properties to the Park, such longer term shall apply.

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

In WITNESS WHEREOF, the duly authorized and appointed officers of Calhoun County, South Carolina and Lexington County, South Carolina have set their hand and seals hereto to be effective as of the 1st day of August, 2008.

CALHOUN COUNTY, SOUTH CAROLINA

By: _____

Name: David K. Summers, Jr.

Title: Chairman, Calhoun County Council

(SEAL)

ATTEST:

By: _____

Name: Donna R. Allread

Title: Clerk to Calhoun County Council

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____

Name: Debra B. Summers

Title: Chair, Lexington County Council

(SEAL)

ATTEST:

By: _____

Name: Diana W. Burnett

Title: Clerk to Lexington County Council

EXHIBIT A

<u>TMS NOS:</u>	05800-02-001	603 GODLEY ST
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