

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, June 9, 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. Also, if time permits, Council may elect to enter into Executive Session to discuss contractual, legal, personnel matters, etc.**

2:00 p.m. - 2:15 p.m. - Economic Development

- (1) Project China Incentive Request - Economic Development - Chuck Whipple, Senior Project Manager and Tracy McMillin, Central Alliance Project Manager
- (2) Old Business/New Business
- (3) Adjournment

2:15 p.m. - 2:35 p.m. - Planning & Administration

- (1) 1995 and 2009 Retiree Health Insurance Plans (Goal 3) - Human Resources, Lori Adler, Director**A**
- (2) Energy Efficiency & Conservation Block Grant Update (Goal 3) - Community Development - Ron Scott, Director
- (3) Old Business/New Business - Land Use Growth, Private Roads/Commercial Usage
- (4) Adjournment

2:35 p.m. - 2:45 p.m. - Justice

- (1) Coroner's Office Fees (Goal 3) - Coroner's Office - Harry Harman, Coroner**B**
- (2) Old Business/New Business
- (3) Adjournment

2:45 p.m. - 2:55 p.m. - Health & Human Services

- (1) FY 2008 Citizen Corps (CERT) (Goal 3) - Public Safety/ Emergency Management - Tom Collins, Emergency Response Coordinator**C**
- (2) Museum's Fees (Goal 3) - Museum - JR Fennell, Director.....**D**
- (3) Old Business/New Business - Public Defender Contract, Lexington County Fire Code/Timber Cutting, Lake Murray Dam Sign for Animals
- (4) Adjournment

2:55 p.m. - 3:10 p.m. - Public Works

- (1) 2008 Ozone Standard Implementation (Goal 2) - Letter to EPA Regarding Boundaries - Public Works - John Fechtel, Director..... **E**
- (2) Update to NPDES Phase II Services - Public Works - Sheri Armstrong, Stormwater Manager **F**
- (3) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road – Corley Mill/Riverchase
- (4) Adjournment

3:10 p.m. - 3:20 p.m. - Solid Waste

- (1) Inspection/Compliance Solid Waste/Processing Facility Application - Solid Waste Management - Dave Eger, Director **G**
- (2) Old Business/New Business
- (3) Adjournment

3:20 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Approval of Minutes - Meetings of May 5 and May 12, 2009 - Budget Worksessions..... **H**
- (2) Possible Executive Session if Time Permits
- (3) Old Business/New Business - Tax Installment Payments, Local Contractors Procurement Incentives
- (4) Adjournment

GOALS

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

Economic Development

B. Banning, Sr., Chairman
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, June 9, 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

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Resolution

(1) HHEH..... **I**

Appointments **J**

Bids/Purchases/RFPs

(1) NPDES Phase II Services - Public Works/Stormwater Division **K**

Solid Waste Processing Facility Amendment

(1) Solid Waste/Processing Facility Application #SW09-01 - EarthCare Recycling, LLC - Final Reading..... **L**

Ordinances

(1) Ordinance 09-04 - An Ordinance Approving the Lease of Real Estate from the County of Lexington to the Lexington/Richland Alcohol and Drug Abuse Council - 3rd and Final Reading..... **M**

(2) Ordinance 09-05 - An Ordinance Adopting an Annual Budget for Fiscal Year 2009-10 - 3rd and Final Reading **N**

Committee Reports

Justice, J. Kinard, Chairman

- (1) Paul Coverdell DNA Grant Application through SC Department of Public Safety **O**
- (2) Paul Coverdell Grant for Crime Scene Investigation Grant Application through SC
Department of Public Safety **P**
- (3) Coroner’s Office Fees - **Tab B**

Health & Human Services, J. Jeffcoat, Chairman

- (1) FY 2008 Citizen Corps (CERT) - Public Safety/ Emergency Management - **Tab C**
- (2) Museum’s Fees - **Tab D**
- (3) Fire Inspections/Town of Gaston **Q**

Public Works, T. Cullum, Chairman

- (1) 2008 Ozone Standard Implementation - Letter to EPA Regarding Boundaries - **Tab E**

Solid Waste, J. Jeffcoat, Chairman

- (1) Inspection/Compliance Solid Waste/Processing Facility Application - **Tab G**

Budget Amendment Resolutions

6:00 P.M. - Public Hearing

- (1) Ordinance 09-06 - 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 the
Unincorporated Areas of Lexington County **R**

Ordinance

- (1) Ordinance 09-06 - 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 the
Unincorporated Areas of Lexington County - 2nd Reading - **Tab R**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

COUNTY OF LEXINGTON - 1995 PLAN

(Post Employment Health Benefits provided under the County of Lexington Group Medical & Dental Plan)

(A Defined Benefit Plan As Amended on October 28, 2008)

(Lexington County reserves the right to change or eliminate benefits at any time)

BENEFITS:

The post-employment health benefits provided are the same as those provided for the County Health Insurance Plan available to active employees.

ELIGIBILITY:

Option 1: An employee retiring with full (unreduced) benefits under the S.C. Retirement System or the Police Officers Retirement System, **terminating from Lexington County**, and having (A) twenty (20) consecutive years of County service,* or (B) disability benefits as a result of a work related accident that occurred while working for the County of Lexington and having ten (10) consecutive years of County service.*

~~For post-employment health insurance access and benefits:~~

State Retirement

65 years of age

28 years of service

Police Retirement

55 years of age

25 years of service

Option 2: An employee retiring with reduced benefits under the State or Police Retirement Systems, or disability benefits as a result of a non-work related accident and having ten (10) consecutive years of County service.*

~~For access only to post-employment health insurance:~~

State Retirement

60 years of age

55 years of age w/ 25 years of service

Disability Retirement

Police Retirement

Disability Retirement

*Years of service include regular full-time and regular part-time employment.

(A two-week separation, for SC Retirement Systems purposes, is not a termination for the determination of Post-Employment Health Insurance.)

ENROLLMENT: At the time of retirement, employees are required to enroll for continuation of health benefits under COBRA or elect post employment health insurance. If the employee chooses to receive post employment benefits, he/she will **not** be given another opportunity to enroll under COBRA.

Employees electing to receive post employment health benefits **must** complete an enrollment form provided from the Human Resources Office within thirty-one (31) days of their termination of employment date in order to receive post-employment health benefits. Coverage will begin on the first of the month following the termination of employment date. If a retiree does not elect post employment coverage within the 31 day period, coverage may not be elected at a later date.

COVERAGE PERIOD: Coverage will remain in effect until the Participant is eligible for Medicare coverage (current age 65) and with the following provisions:

- a. If the former employee is covered under another benefit plan provided through his/her or spouse's employment, he/she will no longer be eligible for the County plan.
- b. Upon death of the former employee, spouse coverage may be continued for a period of five (5) years, remarriage or when becoming eligible for Medicare, whichever comes first.
- c. The former employee may continue coverage he/she had under the active plan. That is, if the individual had single coverage, they may enroll for retiree single coverage.
- d. If premium payments are not kept current (that is, paid within thirty (30) days from the due date) coverage will lapse and will not be reinstated.
- e. When the former employee becomes eligible for Medicare, coverage may be continued on the underage spouse for a period of five (5) years after retirement, or until the spouse becomes eligible for Medicare, or whichever comes first.

- f. Dependent coverage may be maintained only so long **as the former** employee or spouse maintains coverage under provisions of this Plan.
- g. Benefits are reduced or eliminated as a result of an amendment to, or the termination of the Plan.

PREMIUMS: Effective November 1, 2008, former employees electing to receive post-employment health insurance coverage are required to pay the following premiums:

<u>Option 1:</u>	Employee Spouse & Dependent	Based on age-rated premium (TBD each year)* Current COBRA rate (or age-rated premiums TBD)*
<u>Option 2:</u>	Employee Spouse & Dependent	Current COBRA rate (or age-rated premiums TBD)* Current COBRA rate (or age-rated premiums TBD)*

* Premiums will be adjusted each year in proportion to age-rated premiums applicable to participants electing retiree coverage and as approved by County Council during the annual budget process, or as otherwise determined by the County.

Premiums are due on the 1st of each month and are required to be mailed directly to the Human Resources Office. The Participant is responsible for ensuring that all payments are kept current. Invoices will not be provided by the County's Administrative or Human Resources Offices.

END OF COVERAGE: Coverage will end on the last day of the month in which the former employee or their dependents are no longer eligible for coverage, or the County no longer offers coverage.

Participants in the Plan must notify the Human Resources Office within one month of the following:

- ~~being eligible for another insurance covered by another insurance plan~~
- remarriage of a former spouse
- becoming eligible for Medicare
- dependents no longer meeting the definition of a dependent under our group medical insurance plan

GRANDFATHER CLAUSE: Employees, who will qualify for the 1995 plan by 6/30/09, but may not qualify for the 2009 plan because they will not reach the age requirement **of 55 years** at their retirement from Lexington County, may choose to enroll in the 1995 plan when they end their employment with the County, even if the termination date is after 6/30/09.

(Internal Memo: The County Human Resources Department will create a list of employees qualifying under this Grandfather Clause. This list will be created July 1, 2009, and will be a "Closed List", meaning that no future additions will be made.)

(A two-week separation, for SC Retirement Systems purposes, is not a termination for the determination of Post-Employment Health Insurance.)

The County of Lexington makes no guarantee, expressed or implied, as to the continuance of post employment insurance benefits. At the discretion, and upon the vote of Lexington County Council, this plan may be amended, modified, or terminated at any time and in any manner, including but not limited to, the amendment, modification, or termination with regard to benefits for which a current or former employee is eligible and/or receiving benefits.

COUNTY OF LEXINGTON - 2009 PLAN

(Post Employment Health Benefits provided under The County of Lexington Group Health & Dental Plan)

(A Defined Contribution Plan As Implemented on July 1, 2009)

(Lexington County reserves the right to change or eliminate benefits at any time)

BENEFITS:

The post-employment health benefits provided are the same as those provided for the County Health Insurance Plan available to active employees.

ELIGIBILITY:

An employee retiring with full (unreduced) benefits under the S.C. Retirement System or the Police Officers Retirement System, **terminating from Lexington County, must be 55 years old** and ~~having~~ have twenty-five (25) years of County service (the last five (5) being consecutive).* The employee must be covered under the group medical plan for twenty-five (25) years, sponsored by the County for a period of no less than twenty-five (25) years in order to be eligible for coverage.

~~For post-employment health insurance access and benefits:~~

State Retirement

65 years of age

28 years of service

Police Retirement

55 years of age

25 years of service

*Years of service include regular full-time and regular part-time employment.

(A two-week separation, for SC Retirement Systems purposes, is not a termination for the determination of Post-Employment Health Insurance.)

ENROLLMENT: At the time of retirement, employees are required to enroll for continuation of health benefits under COBRA or elect post employment health insurance. If the employee chooses to receive post employment benefits, he/she will **not** be given another opportunity to enroll under COBRA.

Employees electing to receive post employment health benefits **must** complete an enrollment form provided from the Human Resources Office within thirty-one (31) days of their termination of employment date in order to receive post-employment health benefits. Coverage will begin on the first of the month following the termination of employment date. If a retiree does not elect post employment coverage within the 31 day period, coverage may not be elected at a later date.

COVERAGE PERIOD: Coverage under the Plan is subject the following provisions:

- a. If the former employee is covered under another benefit plan provided through his/her or spouse's employment, he/she will no longer be eligible for the County plan.
- b. Upon death of the former employee, spouse coverage may be continued for a period of five (5) years, remarriage or when becoming eligible for Medicare, whichever comes first.
- c. The former employee may continue coverage he/she had under the active plan. That is, if the individual had single coverage, they may enroll for retiree single coverage.
- d. If premium payments are not kept current (that is, paid within thirty (30) days from the due date) coverage will lapse and will not be reinstated.
- e. When the former employee becomes eligible for Medicare, coverage may be continued on the underage spouse for a period of five (5) years after retirement, or until the spouse becomes eligible for Medicare, or whichever comes first.
- f. Dependent coverage may be maintained only so long **as the former** employee or spouse maintains coverage under provisions of this Plan.
- g. Benefits are reduced or eliminated as a result of an amendment to or the termination of the Plan.

PREMIUMS:

Employee Based on age-rated premium (TBD each year)*
Spouse & Dependent Based on age-rated premium (TBD each year)*

* Premiums will be adjusted each year in proportion to age-rated premiums applicable to participants electing retiree coverage and as approved by County Council during the annual budget process, or as otherwise determined by the County.

Premiums will be due on the 1st of each month. The Participant is responsible for ensuring that all payments are kept current. Invoices will not be provided by the County’s Administrative or Human Resources Offices.

END OF COVERAGE: Coverage will end on the last day of the month in which the former employee or their dependents are no longer eligible for coverage, or the County no longer offers coverage.

Participants in the Plan must notify the Human Resources Office within one month of the following:

- ~~being eligible for another insurance~~ **covered by another insurance plan**
- remarriage of a former spouse
- becoming eligible for Medicare
- Dependents no longer meeting the definition of a dependent under our group medical insurance plan.

GRANDFATHER CLAUSE: Employees with ten (10) years of service with the County as of October 1, 2008, are eligible to participate in the Reimbursement Account once they reach age 55, and after completing fifteen (15) years and **last five (5) years being consecutive**) of service with the County. Employees, who will qualify for the 1995 plan by 6/30/09, but may not qualify for the 2009 plan because they will not reach the age requirement at their retirement from Lexington County, may choose to enroll in the 1995 plan when they end their employment with the County, even if the termination date is after 6/30/09.

(Internal Memo: The County Human Resources Department will create a list of employees qualifying under this Grandfather Clause. This list will be created July 1, 2009, and will be a “Closed List”, meaning that no future additions will be made.)

REIMBURSEMENTS: Retirees request reimbursements for premiums through the Reimbursement Account until depleted; retiree may still participate in the medical plan. Dependent premiums are not eligible for reimbursements. Unless coverage is terminated or modified as provided below, reimbursement account benefits will remain in effect until the earlier of (1) all reimbursement account funds are depleted, (2) the former employee reaches age 65, or (3) a period of 10 years expires after the employee terminates employment and becomes eligible for post-employment health benefits. However, in the event a former employee has depleted all reimbursement account funds, the former employee may still participate in the medical plan with access only until he or she reaches age 65 or a period of 10 years expires after the former employee became eligible for post-employment benefits.

Reimbursement Account Balance Scenarios

(The following is an example of a hypothetical Account Balance for post-employment benefits provided under the 2009 Plan. It is derived from a beginning figure of \$271 for the first year with a compounded amount after each year of service thereafter. This example is for information purposes only. Actual Account Balances may vary, depending on the employees particular circumstances.)

Years of service at Age 55	Account Balance
15	32,520
16	36,856
17	41,463
18	46,341
19	51,490
20	56,910
21	62,601
22	68,563
23	74,796
24	81,300
25	88,075

The County of Lexington makes no guarantee, expressed or implied, as to the continuance of post employment insurance benefits. At the discretion, and upon the vote of Lexington County Council, this plan may be amended, modified, or terminated at any time and in any manner, including but not limited to, the amendment, modification, or termination with regard to benefits for which a current or former employee is eligible and/or receiving benefits.

**OFFICE OF THE CORONER
LEXINGTON COUNTY**

HARRY O. HARMAN
CORONER



117 DUFFIE DRIVE
LEXINGTON, SC 29072
(803) 359-8439

May 12, 2009

Ms. Katherine Hubbard
County Administrator
Lexington County

Dear Katherine:

Recently, we polled the 45 South Carolina county coroner offices and asked for their input regarding fees charged for various documents they provide to individuals or entities requesting copies of such reports. I have attached a chart showing the responses we have received to date. We are interested in implementing a charge for services, as well, and I have outlined below our suggested fee schedule:

Coroner's Report	\$ 20.00
Autopsy Report	\$150.00
Toxicology Report	\$ 50.00
Cremation Permit	\$ 20.00

While we are sympathetic to families and would not want to charge them for copies, etc., we do feel that insurance companies and/or attorneys should compensate the County. In fact, most of these entities inquire as to our charge at the time services are provided (we have not charged in the past), and they are quite willing to pay a reasonable fee for our services.

Please note that because we did not charge for cremation permits during 2008, we did not realize income of approximately \$11,080 which would have been generated from 554 such permits.

I would appreciate your input regarding our implementing a fee schedule for services provided by the Lexington County Coroner's Office in an effort to contribute to the General Fund. I would also welcome your suggestions relative to how fees would be billed, collected, etc.

Thank you for your help and consideration.

Sincerely,

Brian Setree
Chief Deputy Coroner

FEES CHARGED BY SOUTH CAROLINA CORONER'S OFFICES

COUNTY	AUTOPSY REPORT	CORONER'S REPORT	PICTURES/DISCS	TOX REPORTS	COMPLETE FILE	CREMATION PERMIT
Aiken	\$10.00	\$10.00	\$5.00/copy	\$10.00		\$15.00
Colleton	\$150.00	\$50.00	\$25.00/disc	\$50.00	\$250.00	\$15.00
Darlington	\$50.00	N/C	N/C	N/C	N/C	N/C
Dorchester	\$150.00	\$20.00	\$3.00/copy \$50.00/disc	\$50.00		
Georgetown	\$15.00	\$50.00*				
Richland	\$100.00					\$20.00

*Georgetown County charges \$50.00 for Coroner's report, autopsy report, and toxicology report. \$75.00 with scene photos. Cherokee County charges \$25.00 for old case search, plus \$.25 per page for copying.

LEXINGTON COUNTY CORONER'S OFFICE
Proposed Revenues
Budget FY 2009-2010

	# REQUESTS	FEE PER REPORT	PROJECTED REVENUE
Coroner's Reports*	300	\$20.00	\$6,000
Autopsy Reports*	50	150.00	7,500
Toxicology Reports*	50	50.00	2,500
Cremation Permits	554	20.00	11,080
TOTAL	954		\$27,080

***Numbers of requests are estimates, as yearly statistics have not been recorded in the past.**



Department of Public Safety
212 South Lake Drive, Suite B03, Lexington, SC 29072
Phone: 803-785-8343 * Fax: 803-785-8628

TO: DIANA BURNETT
CLERK TO COUNTY COUNCIL

FROM: THOMAS B. COLLINS
EMERGENCY MANAGER

REF: 2008 CITIZEN CORPS SUB-GRANT
(COMMUNITY EMERGENCY RESPONSE TEAM-CERT)

DATE: MAY 28, 2009

We respectfully request to put to County Council the 2008 Citizens Corps Sub-Grant. The Sub-Grant is in the amount of \$4,773. Our deadline to submit the approved grant application to the SLED Protective Services - Emergency Management Division is June 17, 2009. Due to the fast approaching deadline we respectfully request to have the Citizen Corps Sub-Grant brought out at the June 9, 2009 County Council Meeting.

Thank you for your attention to this matter.

**COUNTY OF LEXINGTON
CITIZEN CORPS 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
* Citizen Corps Grant 2480:								
Revenues:								
457000	Federal Grant Income	8,449	4,873	5,036	5,036	4,773	4,773	_____
** Total Revenue		<u>8,449</u>	<u>4,873</u>	<u>5,036</u>	<u>5,036</u>	<u>4,773</u>	<u>4,773</u>	_____
***Total Appropriation					5,036	4,773	4,773	_____
FUND BALANCE Beginning of Year					(5,559)	(5,559)	(5,559)	_____
FUND BALANCE - Projected End of Year					<u>(5,559)</u>	<u>(5,559)</u>	<u>(5,559)</u>	_____

Fund: 2480
Division: Public Safety
Organization: 131101 Emergency Preparedness

Object Code	Expenditure Classification	BUDGET				
		2007-08 Expend	2008-09 Expend (Dec)	2008-09 Amended (Dec)	2009-10 Requested	2009-10 Recommend
Personnel						
* Total Personnel		0	0	0	0	0 _____
Operating Expenses						
520800	Outside Printing	6,618	3,342	3,457	1,182	1,182 _____
521200	Operating Supplies	2,180	1,246	1,284	1,344	1,344 _____
525600	Uniforms & Clothing	0	284	295	2,247	2,247 _____
* Total Operating		8,798	4,872	5,036	4,773	4,773 _____
** Total Personnel & Operating		8,798	4,872	5,036	4,773	4,773 _____
Capital						
All Other Equipment		0	0	0	0	0 _____
** Total Capital		0	0	0	0	0 _____
*** Total Budget Appropriation		8,798	4,872	5,036	4,773	4,773 _____

SECTION III – PROGRAM OVERVIEW

CERT/Citizen Corps

The Citizens Emergency Response Teams (CERT) Program provides for the development, training and exercising of Citizen Emergency Response Teams located throughout the County.

The Citizens Coordinating Council will serve as the Local Emergency Planning Committee (LEPC) and will address matters that pertain to SARA, Title III.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

520800 - OUTSIDE PRINTING

\$ 1,182

These funds will be used for printing CERT student manuals:

(50) Manuals @ \$17.00 / ea = \$850.00
Set-up fee = \$40.00
Shipping/Handling = \$44.00
\$934.00
7% SC tax = \$65.38
\$999.38

(1) Banner @ \$150.00 = \$150.00
Shipping & Handling = \$20.00
\$170.00
7% SC tax = \$11.90
\$181.90

521200 - OPERATING SUPPLIES

\$ 1,344

These funds will be used to purchase two (2) Tents for CERT activities such as on the scene of an emergency, and for public outreach activities such as festivals, fairs and training.

(2) 10' X 10' Tents w/ CERT Logo @ \$590.50/ea = \$1,181.00
Shipping & Handling = \$75.00
\$1,256.00
7% SC tax = \$87.92
\$1,343.92

525600 - UNIFORMS/CLOTHING

\$ 2,247

These funds will be used to purchase t-shirts, caps and sweatshirts for the CERT Team Members.

(40) T-shirts @ \$7.50/ea = \$300.00
7% SC tax = \$21.00
\$321.00

(60) Caps @ \$10.00/ea = \$600.00
7% SC tax = \$42.00
\$642.00

(60) Sweatshirts @ \$20.00/ea = \$1,200.00
7% SC tax = \$84.00
\$1,284.00



STATE OF SOUTH CAROLINA
 South Carolina Law Enforcement Division
 May 2009



2008 CITIZEN CORPS PROGRAM (CCP) SUB-GRANT APPLICATION

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: _____ Award Date: _____ Reimbursement: _____
 Application #: _____ Fund Year: _____

TO BE COMPLETED BY PROJECT DIRECTOR -- SEE INSTRUCTIONS

1. Legal Agency Name:
 LEXINGTON COUNTY EMERGENCY MANAGEMENT

Legal Agency Address:
 212 SOUTH LAKE DRIVE, SUITE B03
 LEXINGTON, SOUTH CAROLINA 29072

(Area) Phone #: 803-785-8343
 (Area) FAX #: 803-785-8628
 E-Mail Address: tcollins@lex-co.com

2. a. Organization Type (Check Applicable Line)

State
 County
 Municipality

Other:(Specify)

3. U.S. Congressional District: _____ 2 _____

4. PROJECT TITLE: LEXINGTON COUNTY 2008 CITIZEN CORPS/CERT PROGRAM

5. TOTAL DOLLAR AMOUNT REQUESTED: \$ \$4,773



STATE OF SOUTH CAROLINA
South Carolina Law Enforcement Division
May 2009
2008 CITIZEN CORPS PROGRAM (CCP) SUB-GRANT APPLICATION



BUDGET WORKSHEET - CCP SUMMARY

Expense Type	Total Whole Dollars
CBRNE Reference Materials	\$ \$0
Other Authorized Equipment	\$ \$4,773
Training	\$ \$0
Exercises	\$ \$0
Planning	\$ \$0
Management and Administrative Costs	\$ \$0
GRANT TOTAL	\$ \$4,773



STATE OF SOUTH CAROLINA
South Carolina Law Enforcement Division
May-09



2008 CITIZEN CORPS PROGRAM (CCP) SUB-GRANT APPLICATION

BUDGET NARRATIVE - CCP SUMMARY

Budget Description: List each item from all your budget narrative pages according to the expense type they are listed under on the preceding page. For Equipment, please list the Expense Type (PPE, Interoperable Communications, Detection, etc.), the item, quantities, agencies receiving the equipment, dollar amounts, brief description of each item, and how it will be utilized. For training, exercises, and planning please list each Expense Type, organizations and agencies involved, costs, and a brief description of each. Dollar amounts should also be listed for Personnel (please list out fringe benefits and costs). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. For M&A, please list each equipment item, the expense type, quantities, agencies receiving the equipment, dollar amounts, brief description of each item, and how it will be utilized. Dollar amounts should also be listed for Personnel (please list out fringe benefits and costs). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. Recurring fees/charges associated with certain equipment. NOTE: M & A costs are not allowed for the state recipients.

50 Student Manuals \$1,000.00

2 Tents \$1,344.00

1 Banner \$182.00

Uniforms \$2,247.00

60 Caps

60 Sweatshirts

40 T-Shirts



STATE OF SOUTH CAROLINA
 South Carolina Law Enforcement Division
 May 2009
 2008 CITIZEN CORPS PROGRAM (CCP) SUB-GRANT APPLICATION



BUDGET WORKSHEET - EQUIPMENT

OBJECTIVE:	<input style="width: 90%;" type="text"/>		Total Whole Dollars
Expense Type			
CBRNE Reference Materials		\$	<input style="width: 80%;" type="text"/> \$0
Other Authorized Equipment		\$	<input style="width: 80%;" type="text"/> \$4,773
CERT Student Manuals			
CERT Tents			
CERT Banner			
CERT Uniforms			
TOTAL FOR OBJECTIVE:			<input style="width: 80%;" type="text"/> \$4,773

OBJECTIVE:	<input style="width: 90%;" type="text"/>		Total Whole Dollars
CBRNE Reference Materials		\$	<input style="width: 80%;" type="text"/>
Other Authorized Equipment		\$	<input style="width: 80%;" type="text"/>
TOTAL FOR OBJECTIVE:			<input style="width: 80%;" type="text"/> \$0
TOTAL FOR ALL FIRE OBJECTIVES:			<input style="width: 80%;" type="text"/> \$4,773



STATE OF SOUTH CAROLINA
South Carolina Law Enforcement Division
May-09



2008 CITIZEN CORPS PROGRAM (CCP) SUB-GRANT APPLICATION

BUDGET NARRATIVE - EQUIPMENT

Budget Description: List each item from all your budget worksheet pages in the same order in which they are listed on the preceding page. For Equipment, please list each Expense Type (PPE, Interoperable Communications, Detection, etc.), quantities, agencies receiving the equipment, dollar amounts, brief description of each item, and how it will be utilized.

Additional CERT Student Manuals are needed for the continuation of CERT training in Lexington County.

50 Student Manuals \$1,000.00

As part of the Lexington County communities - Lexington County CERT Members may be called on to assist First Responders at the scene of an incident. This would include events that may occur during inclement weather such as rain or hot weather during the summer. Currently the CERT Members do not have access to tents for sheltering from the elements and have asked on numerous occasions to be provided shelter during their activities. This equipment would also be used during their Public Outreach activities promoting emergency preparedness in the communities:

2 10' X 10' Tents \$1,344.00

1 CERT Banner \$182.00

The Lexington County CERT Members currently have no means of being identified on-sight by First Responders at the scene of incidents. There is a need to provide the members with an easy, clear visual means of identification once they arrive on the scene of any event. Providing the members with clearly labeled shirts and caps would be an easy solution to this problem.

The following uniforms will be purchased to deal with this problem (all with the Lexington County CERT Logo clearly labeled):

60 Caps, 60 Sweat Shirts, 40 T-Shirts \$2,247.00

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

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

South Carolina Law Enforcement Division
Protective Services/Emergency Management Unit
Citizen Corps Program
Post Office Box 21398

Columbia, South Carolina 29221-1398

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

1. * Audit Period: Beginning July1, 2009 Ending June 30, 2010

2. Audit will be submitted to SLED Administration by: March 31, 2010

(Date)

NOTE: The audit or written certification must be submitted to SLED, *no later than the ninth month after the end of the audit period.*

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

Any information regarding the OMB Circular audit requirements will be furnished by SLED, upon request.

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

Failure to complete this form will result in your cooperative agreement being delayed and/or cancelled.

SUB-GRANT TERMS AND CONDITIONS

NOTE: SUB-GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH THE APPLICATION

SUB-GRANT NUMBER: **8CCPOI - Lexington**

CERTIFICATION BY PROJECT DIRECTOR *

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

Name: Thomas B. Collins
(Please Print or Type) Title: Emergency Manager

Agency: Lexington County Emergency Management Mailing Address: 212 S. Lake Drive, Suite B03
Lexington SC 29072

Phone Number: 803-785-8343

Pager Number:
Fax Number: 803-785-8628 E-Mail Address: tcollins@lex-co.com

Signature: _____ Bonded: Yes No

CERTIFICATION BY FINANCIAL OFFICER *

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

Name: Adam DuBose
(Please Print or Type) Title: Grants Manager

Agency: Lexington County Emergency Management Mailing Address: 212 S. Lake Drive
Lexington SC 29072

Phone Number: 803-785-8111

Pager Number:
Fax Number: 803-785-8379 E-Mail Address: adubose@lex-co.com

Signature: _____ Bonded: Yes No

STRATEGY ACTION GOAL, OBJECTIVES AND IMPLEMENTATION STEPS: Provide the State Homeland Security Strategy Action Goal, Objective(s) and Corresponding Implementation Step(s) which this project addresses. Also, please provide a statement of the impact of your cooperative agreement on your jurisdiction.

STATE STRATEGY ACTION GOAL(S): 2.2: Improve State, Regional, and local capabilities to respond to terrorist attacks employing chemical, biological, radiological, nuclear, or explosive devices, infectious disease outbreaks, public health threats, and other emergencies.

JURISDICTIONAL IMPACT: Will be able to respond to local emergencies within Lexington County.

STATE STRATEGY OBJECTIVE (S): Lexington County will assist in the training and development of the Community Emergency Response Team (CERT). Our objectives will be to have a CERT Team ready to respond in case of natural disasters and assist local First Responders. They will be broke down into 3 Regional Support Teams.

STATE STRATEGY IMPLEMENTATION STEP (S):

- A. Develop a plan that establishes a collaborative relationship (or partnership) between various volunteer groups and selected emergency response agencies.

The CERT team is a collaborative endeavor between all First Responders and the community. We have organized meetings with First Responders Leaders to explain each others Roles and Responsibilities.

- B. Develop a marketing program to increase county participation in the Citizen Corps volunteer programs.

We are deploying CERT members to festivals to recruit and put in highly visible role to located new volunteers.

- C. Develop support mechanisms that will guide commitment thresholds, training, and certification as needed.

We are conducting monthly meetings, developing By-Laws to establish guidelines in training and operations.

PROJECT EVALUATION: This requirement is to: (1) establish an evaluation plan or process to assess the impact of your strategy on the terrorist incident risk and consequences in your jurisdiction, (2) conduct the evaluation during the cooperative agreement funded period, and (3) submit a formal written evaluation report at the close of the cooperative agreement period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. The plan or process must be completed and submitted on this page.

The project evaluation information listed above is in regards to terrorist incident risk, this portion of the grant does not pertain to the Lexington County CERT Program.

FY 08
CITIZEN CORPS
SUB-GRANT



GUIDELINES
AND
APPLICATION PROCEDURES

APPLICATIONS DUE: June 17, 2009

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
PROTECTIVE SERVICES/EMERGENCY MANAGEMENT UNIT

2008 Citizens Corps Sub-Grant

Lexington County Emergency Preparedness Division
Grant Award in the Amount of \$ 4,773.67

Directions for Completing the 2008 Citizen Corps Local Sub-Grant Application

1. Legal Agency Name, Address, Telephone number, FAX number, and E-mail Address.
2. Organization Type should be indicated as County.
3. U.S. Congressional Districts – Indicate the U.S. Congressional Districts served by your county.
4. Project Title is listed as Citizen Corps-Local Allocation.
5. Total Dollar Amount Requested should be the amount included in the cover letter provided with this application.
6. Signatures of the County Emergency Manager and County Administrator are required.
7. Provide a Budget Worksheet and Narrative for Management and Administration, Training, Exercises, and Equipment - Itemize all purchases. Any personnel costs must include details of salary and fringe benefits. A list of Eligible Expenses can be found on the Responder Knowledge Base website at www.rkb.us. Build your narrative from the list of eligible expenses. Indicate the amount you intend to spend on each item.
8. For the Planning Section you will again itemize all purchases. Planning funds are used for Citizen Corps Public Education and Outreach or to Establish, Enhance or Evaluate Citizen Corps- Related Volunteer Programs. A list of Eligible Expenses is also included for the Planning section. Any personnel costs must include details of salary and fringe benefits.
9. On the last two pages of the application provide the contact information and signatures from Project Director, Financial Officer, and Administrator. The Project Director will be the County Emergency Management Administrator or Coordinator, the Financial Officer will be the County Fiscal Officer and the Administrator will be the County Administrator.

**CITIZEN CORPS SUB-GRANT
GUIDELINES AND APPLICATION PROCEDURES**

I. **Introduction/Background**

The South Carolina Law Enforcement Division (SLED) – Protective Services/Emergency Management Division will administer local assistance under the FY 08 Citizen Corps Sub-Grants. Citizen Corps programs are targeted at the local level to utilize citizen volunteers to augment the dwindling pool of public employees responsible for preparedness, response and recovery needs of our communities.

The Citizen Corps Program is designed to bring together first responders and citizen volunteers in an effort to promote community preparedness and family safety in three principal ways: (1) through public education and outreach, (2) through training opportunities such as Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Neighborhood Watch, Map Your Neighborhood, Medical Reserve Corps (MRC), Fire Corps and (3) through volunteer programs that draw on special skills and interests. Through Citizen Corps programs, each county emergency management agency will be better prepared to manage and assign volunteers in the community. Moreover, CERT training provides citizens with the necessary tools to prepare for and recover from disaster situations, allowing emergency management personnel to concentrate efforts on larger, countywide issues, rather than smaller, individual problems.

This document provides applicants with program criteria and eligibility information so that formal application proposals may be prepared. Please complete your application and forward to:

Tamara P. Baker, Captain
S.C. Law Enforcement Division
Protective Services/Emergency Management Division
P. O. Box 21398
Columbia, SC 29221-1398

The deadline for submission is June 17, 2009.

II. Eligible Program Areas

South Carolina's focus will be on the following:

1. Citizen Corps:

Local Citizen Corps Councils – The purpose of Local Citizen Corps Councils is to bring together the appropriate leadership in a community to focus on engaging citizens in homeland security and for promoting community preparedness and family safety. Citizen Corps Councils have the oversight responsibility to implement the official Citizen Corps programs — Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Neighborhood Watch, Map Your Neighborhood, Medical Reserve Corps (MRC) and Fire Corps — offering training and volunteer opportunities to conduct a strategic approach to public education and outreach in order to inform the public about crime prevention, mitigation, preparedness, and public health measures.

2. CERT Training:

Instructors identified by the Local Citizen Corps Council will be trained by in the CERT Train-the-Trainer to prepare program managers to initiate or expand the CERT training program. Local Citizen Corps Councils will be responsible for initiating, organizing, training, and maintaining CERTs and for using these teams as an emergency management resource and volunteer pool to perform special projects that improve a community's preparedness.

III. Reporting Requirements

Local jurisdictions will submit **quarterly** progress reports along with a narrative outlining accomplishments of each item and identifying any shortcomings.

The progress reports are due July 15, 2009 and January 15, 2010. Reports will be reviewed and retained in a file.

IV. Reimbursements

Reimbursement of eligible expenditures will be processed as quarterly reports are reviewed. Financial reports are due July 15, 2009; October 15, 2009, January 15, 2010, and April 15, 2010.

V. Period of Performance

The period of performance for the 2008 Citizens Corps Program begins on May 20, 2009 and ends on May 31, 2010.

County of Lexington

County Council

212 South Lake Drive, Suite 601

Lexington, South Carolina 29072

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

June 9, 2009

James E. Kinard, Jr.
District 1
Vice Chairman

William C. Derrick
District 2

George H. Davis
District 3
Parliamentarian

Debra B. Summers
District 4
Chairman

Bobby C. Keisler
District 5

Johnny W. Jeffcoat
District 6

John W. Carrigg, Jr.
District 7

William B. Banning, Sr.
District 8

M. Todd Cullum
District 9

The Honorable Lisa P. Jackson, Administrator
USEPA
Areil Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 1101A
Washington, DC 20460

RE: Central Midlands of South Carolina Non-attainment Boundary Recommendations

Dear Ms. Jackson:

This letter is intended to demonstrate Lexington County's support for the South Carolina Department of Health and Environmental Control's (SCDHEC) non-attainment boundary recommendation for the Central Midlands region of South Carolina and for the Early Action Compact Process.

The non-attainment boundary area recommended by SCDHEC is the most logical recommendation, because it is based on EPA's nine factors as the core of developing the ozone non-attainment boundary recommendations. Additional criteria were added by the Department's Bureau of Air Quality to include education and outreach efforts and to ensure public participation. The area recommended by SCDHEC includes all of the monitoring stations that currently exceed the 2008 ground level ozone standard. These monitoring stations are representative of air quality in the Central Midlands Region. This area holds the majority of the population and the highest concentration of major employers within the Central Midlands. Vehicle emissions associated with commuter routes and traffic congestion are largely associated with high population and employment densities. This boundary would ensure that prescriptive measures implemented, as a result of non-attainment, would focus on an area that has a large influence on air pollution within the Central Midlands.

The recommended area follows the boundary of the 2000 Columbia Area Transportation Study (COATS) within Richland and Lexington counties. The 2000 COATS area is based on 2000 census density plus growth. The COATS area was developed with the combined efforts of the Central Midlands Council of Governments (CMCOG) and local jurisdictions. The area includes growth projections for the Central Midlands Region out to 2035. Growth projections were not included in the 1990 COATS area that was used as the basis for the 1997 ground level ozone non-attainment boundary. By including areas that are expected to experience growth, the non-attainment boundary area will be extended in Lexington County. This creates a targeted non-attainment boundary around areas that will have the greatest impact on air quality in the County. The County is hopeful that the EPA will give consideration to South Carolina's Ozone Boundary Recommendations with smaller boundaries and apply as much flexibility as possible in determining the final boundaries for this standard in light of the current economic crisis.

Lexington County also wants the EPA to consider utilizing the Early Action Compact Process for the 2008 ozone standard. The County was actively involved with the EAC process from the beginning. Lexington County worked closely with DHEC, Richland County and other public and private entities to develop programs and strategies aimed at meeting the set milestones in the EAC compact. A number of years ago, the County pulled together stakeholders to increase awareness, bolster involvement, and solicit input on ways to achieve air quality goals. These local strategies had a positive impact on air quality in the Midlands area. DHEC data shows that the three year average of fourth highest ozone concentrations for all three ozone monitors in the Central Midlands non-attainment area (Congaree, Sandhill, and Parklane) decreased by 5.2%, 13.7%, and 16.7% respectively. DHEC's evidence showed that at times when the meteorological patterns were conducive to the formation of ground level ozone, monitors did not reveal elevated ozone readings. The data showed a decrease from .077 parts per million (ppm) for the years 2000-2002 to .073 ppm for the years 2005-2007 for the Congaree monitor; a decrease from .095 ppm for the years 1998-2000 to .082 ppm for the years 2005-2007 for the Sandhill monitor and a decrease of .096 ppm for the years 1998-2000 to .080 ppm for the years 2005-2007 for the Parklane monitor. Therefore, Lexington County was declared in attainment with the 1997 8-hour ground level ozone standard by the EAC deadline of December 31, 2007.

The decrease in ozone formation was a remarkable achievement for the local governments in the Central Midlands of South Carolina and is proof that the EAC worked in our region. The partnerships created, as part of the EAC process, allowed local stakeholders to focus on local initiatives that probably would not have been implemented had the area been required to focus on "traditional" federal prescriptive measures.

Lexington County worked diligently under the Early Action Compact for the 1997 Ozone Standard to ensure that measures aimed at improving air quality were implemented countywide. The County's outdoor burn ordinance covers all areas of the County and air quality educational efforts, such as the Lawn Mower Exchange, were promoted to individuals throughout the County. Although the recommended boundary area does not cover all of Lexington County, any policies or ordinances adopted will continue to be implemented countywide. Lexington County will continue to work closely with DHEC, Richland County, the City of Columbia, the Central Midlands Council of Governments, neighboring counties, and other public and private entities within the Central Midlands to advocate the importance of air quality and develop programs and strategies aimed towards improving air quality.

Sincerely,

Debra B. Summers
Chairman
Lexington County Council

DBS/jrb

cc: Senator Jim DeMint
Senator Lindsey Graham
Representative J. Gresham Barrett
Representative James Clyburn
Representative Bob Inglis
Representative John Spratt
Representative Joe Wilson
Jimmy Palmer, EPA Region 4 Administrator
C. Earl Hunter, Commission, SCDHEC
Myra Reece, Chief, Bureau of Air Quality, SCDHEC
Katherine Hubbard, Lexington County Administrator



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

M E M O R A N D U M

DATE: June 9, 2009
TO: John Fechtel, Director of Public Works
FROM: Sheri Armstrong, Stormwater Manager
RE: Update to NPDES Phase II Services

Attached with this memo is the proposed scope of services for a new stormwater consultant, MACTEC. Lexington County's Small Municipal Separate Storm Sewer System (MS4) program has been viewed as a model by other MS4s for the proactive approach to its stormwater program. The scope of services and contract continues the proactive approach to the County's program. In the last five years procedures and policies have been outlined, a Stormwater Ordinance and Land Development Manual have been written. The Construction Site Runoff Control minimum measure, which was implemented in some form by the County since the 1990s, was refined and brought into compliance with the County's NPDES permit. Now the program is ready to move into the implementation stage of all six minimum control measures which have greater associated costs. The stormwater department has prioritized requirements and tasked the new consultant with estimating a cost for their services. The tasks in the proposed scope of services include: updating the outfall inventory, conducting dry weather screening, investigating alternative funding, grant writing, assisting with revisions to the Land Development Manual, staff training, program management, and Total Maximum Daily Load (TMDL) and watershed analysis. The Environmental Protection Agency (EPA) and the Department of Health and Environmental Control (DHEC) have stressed the importance of TMDL investigation, identification, and implementation as a potential requirement in future permits. This portion of our program has the highest associated cost due to monitoring, modeling, and methodology of data needed. We will be conducting a needs assessment of alternative funding sources such as a stormwater user fee to help subsidize the projected cost to fund this federal mandate and the stormwater management program. One of the long term costs to the County that is not included in the scope of service will be pond inspection and maintenance. We are estimating the County is currently responsible for the perpetual maintenance of approximately 500 detention/retention/infiltration ponds. Many of these ponds have been in place 10 to 20 years and maintenance has been performed only on an as needed basis. Because of increased maintenance requirements considerable more effort will need to be directed in this area. Therefore the needs assessment is strategic in determining the resources required to fully implement the stormwater program.

The seven MS4s located within Lexington County have been consulted and have commented on these tasks and their associated costs within the scope of services and this contract.

We are asking County Council to approve the recommended contract with MACTEC for the next three years.

Lexington County NPDES Phase II Stormwater Management Program
MACTEC General Scope of Services
May 27, 2009

Task 1 – Stormwater Inventory (Unincorporated County Only)

MACTEC will update the stormwater inventory database with structures installed since 2004, which were not included in the previous data collection efforts. This information is expected to be provided in a variety of formats, including electronic (CAD files) and paper as-built and design plans. The number of inventory features to be added to the County's GIS database is unknown, and for the purpose of setting a reasonable budget, it was assumed that an additional 15 to 20% (approx. 225 structures) would be added over a 2-year period (approx. 150 in Year 1, 75 in Year 2). This will also include the following subtasks:

- Provide a brief assessment of the attributes included in the previous inventory collection efforts. This will include considering the use of geodatabases (Microsoft Access format) in lieu of standard GIS data bases (MS Excel/dbf format) which offer the benefit of selecting attributes for use in explicit stormwater analysis (i.e. modeling, O&M, asset management, outfall sampling, etc.) without creating a single, all-inclusive database that can be very cumbersome due to numerous unpopulated attribute fields.
- Reconciling data issues with the previous data collection efforts (Year 1 only).
- Working with County staff in a half-day workshop to discuss: desired uses of the inventory data, data gaps, geodatabase structure, future County data collection protocols, preferred develop data submittal formats and procedures, and opportunities for other County departments to make use of the inventory data.
- Providing a Technical Memorandum for each subtask which can be used to document progress for each NPDES Phase II annual report.
- *Note: MACTEC can provide a scope and fee for data entry efforts for the partnering municipalities upon request.*

Task 2 – Dry Weather Screening (County-wide cost-sharing)

MACTEC will provide support for dry weather screening efforts associated with County stormwater outfalls, *in both the incorporated and unincorporated areas*, such that the County will be able to limit the costs associated with sampling/monitoring efforts while remaining in compliance with the requirements of the NPDES Phase II Permit. The following subtasks will be included:

- Prioritizing the known outfalls based on potential for pollutants, accessibility, and impaired receiving waters. This prioritization will also be performed such that it complies with the methods and guidance in the County Illicit Discharge Detection and Elimination Manual
- Suggesting changes (as needed) to the IDDE Manual guidance if considered to offer advantages to the County, including sampling, avoidance of hazardous waste products, and monitoring protocols.

- Working with County staff in a half-day workshop to discuss: the use of County staff for efficient sampling efforts, including general logistics (scheduling, inter-departmental cooperation, etc.) and identifying equipment that can reduce overall monitoring costs.
- Training County staff to perform field monitoring and sampling in years 1 and 2 of the contract.
- Providing 1 project-level staff to work with a County staff member to perform 2 weeks of field sampling and monitoring efforts per quarter (8 weeks annually), for years 1 through 3 of the contract.
- Providing a Technical Memorandum for each subtask which can be used to document progress for each NPDES Phase II annual report.
- Note: This task is to be performed such that it will benefit the incorporated partners, who will be sharing the cost of this task with the County. MACTEC will work with the County to select areas for monitoring for a fair distribution of the work in/near each participant's community.

Task 3 – Alternative Funding Options (County-wide cost sharing)

MACTEC will provide the services necessary to identify and implement an alternative funding option intended to provide a legal, justifiable, equitable and dedicated funding source to support the Stormwater Management Program (SWMP). These efforts will be performed in following phases:

- SWMP Needs Assessment (Year 1): the program costs will be summarized to reflect the funds needed for all applicable SWMP costs, which may include (but not be limited to) County staff salaries, monitoring/sampling equipment and laboratory costs, operation and maintenance of stormwater ponds and other stormwater infrastructure, outside services for specialty efforts such as the development of Total Maximum Daily Loads (TMDLs), design and construction services to implement Best Management Practices (BMPs) intended to address TMDL requirements, and public education and outreach efforts. In addition to identifying the SWMP costs that can justify an alternative funding source, the following subtasks will be performed in this phase:
 - *Stakeholder support* presentations to attain information on the issues that need to be addressed to generate sufficient support for an alternative funding source.
 - Assessment of *alternative funding options* that could be pursued in order to maintain compliance with SCDHEC and NPDES requirements without unnecessary financial burdens to the County, Cities or Towns.
 - Review of potential *billing options and rate structures* to identify equitable fees and practical/comprehensive collection methods.
 - Working with County/City/Town staff in a *half-day workshop* to discuss the aforementioned topics, gain County/City/Town/stakeholder insight, and provide effective guidance in completing this critical initial phase.
 - Providing a *Needs Assessment Technical Memorandum (TM)* for each subtask to support the Feasibility and Implementation phases of this task.

- *Presentation* of the Needs Assessment TM to the County, Cities and Towns (and selected stakeholder group(s)), receive feedback, and incorporate the necessary changes into a final Needs Assessment TM.
- Feasibility Study (Year 2): advanced details relevant for the implementation of an alternative funding option will be addressed in this Phase. To do so the following subtasks will be performed:
 - Perform a *preliminary fee/revenue assessment* to assess potential rate structures.
 - Refine the *annual SWMP costs* based on feedback received from the County and other stakeholders in the final Needs Assessment presentation.
 - Finalize *billing and credit options*, including decisions on the frequency and delivery method.
 - Working with County/City/Town staff in a *half-day workshop* to discuss the aforementioned topics, gain County/City/Town/stakeholder insight.
 - *Providing a Feasibility TM* for each subtask to support the Feasibility and Implementation phases of this task.
 - *Presentation* of the TM to the County, Cities and Towns (and selected stakeholder group(s)), receive feedback, and incorporate the necessary changes into a final Feasibility TM.
 - NOTE: If the Needs Assessment Task requires additional efforts to gain sufficient support in Year 1, this Phase may start after Year 2.
- Implementation (Year 3): Using the findings and recommendations presented in the previous Phases' TMs, the most-feasible funding option will be implemented to fund the SWMP. The following subtasks will be included in this Phase:
 - *Final fee/revenue assessment*.
 - *Final SWMP costs* to confirm the need for an alternative funding source.
 - *Billing and revenue collection testing*, which will include mock billing.
 - Working with County/City/Town staff in a *half-day workshop* to discuss the aforementioned topics prior to implementing the chosen funding alternative.
 - Providing an *Implementation TM* of the points discussed in the workshop.
 - *Presentation* of the Implementation TM to the County, Cities and Towns (and selected stakeholder group(s)).
 - Provide *ordinance adoption assistance*, as needed, to County staff.
 - Provide 1-year of billing support and on-call support to resolve ongoing inquiries about the newly implemented funding source.
 - NOTE: If the Needs Assessment Task requires additional effort to gain sufficient support in Year 1, this Phase may start after Year 3.

Task 4 – Grant Writing

MACTEC will aid the County in pursuing grant funding opportunities through the following subtasks:

- Performing grant research to identify the applicable funding opportunities to be considered. This will include documenting key elements such as: preferred

project type, matching percentage, loan option alternatives, grant/loan size, and anticipated annual submittal deadlines of such grants/loans.

- Note: This subtask is to be performed such that it will benefit the incorporated partners, who will be sharing the cost of this task with the County.
- Providing a schedule of recommended grants for the County to pursue, based on the suitability of the elements identified in the research subtask. This will also include a list of contacts to maintain such that the County can be made aware of changes (anticipated as well as advertised) to grant requirements.
- Provide grant writing services as requested by the County; which will include an estimate of MACTEC's fee on a case-by-case basis, recognizing the varying degree of effort that may be required for each type of grant.
 - Note: MACTEC can provide a scope and fee for grant writing efforts for the partnering municipalities upon request.

Task 5 – Land Development Manual (County-wide cost sharing)

MACTEC will support the County's efforts to provide good stormwater guidance. Currently this is done through the Stormwater Management Ordinance (SWMO) and the Land development Manual (LDM). The SWMO outlines the local regulatory requirements that are to be followed with regards to stormwater management and provides the legal authority needed for the County to enforce those requirements; this document has been deemed by the County to be in sound condition and no assistance/edit by MACTEC has been requested. The LDM contains the detailed specifications to be adhered to and the procedures to be followed in support of the SWMO; the County has stated that the format and presentation of the technical content needs refinement such that it can be more rapidly used by the development community. The following subtasks will be performed:

- Review of the *general content* LDM such that clarifications, changes in terminology or other general revisions are noted for the County to consider.
- Review of the *format, structure and supporting material* (illustrations, forms, checklists, etc.) in the LDM such that it serves as a more-easily used guidance document for County staff as well as private developers and their engineers. This may include the development or refinement of check-lists, example problems, decision tables & matrices, or other guidance material. No significant changes to the technical methodology is anticipated or included in the Scope of Services.
- Provide quarterly stakeholder involvement and education sessions to provide improved submittal packages by the development community to County reviewers, reducing County costs and improving stormwater protection. MACTEC will utilize presentation material previously developed by County staff.

Task 6 – Staff Training (County-wide cost sharing)

MACTEC will provide training for the County/City/Town staff on the LDM, coordinated with the findings and recommendations of Task 5. MACTEC will do so by performing the following subtasks:

- Developing materials that illustrate methods for performing calculations on exemplary site design example packages.
- Coordinate the development of the training material with the County hydrologist.
- Provide hands-on training to County/City/Town staff on a quarterly basis.

Task 7 – Permit Renewal and Annual Reporting

MACTEC will support the County’s efforts to provide annual stormwater reporting to SCDHEC, as well as to consider a revision to the County’s General NPDES Stormwater Permit, through the following subtasks:

- Meet with the County to discuss the elements of an individual NPDES Stormwater Permit that were offered to the County previously by SCDHEC, and identify those that were unfavorable such that a counterproposal can be developed.
- Meet with SCDHEC to present the individual permit requirement counterproposal (developed by MACTEC and the County), and negotiate the terms and conditions for an individual NPDES Stormwater Permit.
 - *Note: This task is intended to benefit the incorporated Cities and Towns as well, and cost sharing of this task is anticipated.*
- Perform audits of each annual report prior to submittal by the County to SCDHEC; annual reporting is assumed to be performed by County staff.
 - *Note: No County/City/Town annual report writing is included. MACTEC can provide a scope and fee for annual reporting efforts for the partnering municipalities upon request.*

Task 8 – Project Management (County-wide cost sharing)

MACTEC will perform the necessary project management tasks for the duration of the contract, including:

- Agreeing on an invoicing format that is acceptable to the County, and providing monthly invoices in a timely manner.
- Scheduling and attending quarterly work sessions (in lieu of monthly progress meetings) to discuss ongoing task orders as well as negotiating the details of upcoming task orders.

Task 9 – TMDLs (County-wide cost sharing)

Note: This task is to be performed such that it will benefit the incorporated partners, who will be sharing the cost of this task with the County. MACTEC will work with the County to select areas for TMDL efforts for a fair distribution of the work in/near each participant’s community.

MACTEC will perform analyses to support the development of new TMDLs and/or validation of (or revision to) existing TMDLs, as desired by the County. The following paragraphs describe the efforts associated with developing or validating/revising TMDLs:

- **Approach Option 1 – Validation/Revision:** Validating or revising/contesting an existing TMDL would involve the following steps:

- Step 1 - Review of the existing TMDL: this step would include evaluating data adequacy and/or data gaps, hydraulic modeling inputs and the applied methodology; and identifying and gathering additional data available since the issuance of the TMDL. This review may identify modeling input errors, which, when corrected, can result in different results without the need for additional monitoring.
- Step 2: Quantify Projects/Ongoing Programs: this would be performed to establish credit for reduction efforts already ongoing. This step would be most efficiently accomplished by addressing all the impaired waterbodies in the County at one time, and then reviewed and updated as each additional project or program is implemented.
- Step 3 – Recommended Options: this would provide the framework (in a Technical Memorandum) that outlines the case for (or against) each of the options listed in Step 4, and would include a planning level cost comparison of each applicable option.
- Step 4 – Option Implementation: although the actual cost of each Option will vary for a given waterbody, as well as among different waterbodies, a general budget has been provided in the proposed SWMP budget.
 - *Option A*: Generate a TMDL addendum (revision) based on the conclusion that new data (or other relevant information) suggests that a TMDL revision is justified and will lower pollutant load reduction requirements.
 - *Option B*: Demonstrate that sufficient pollutant load reductions are in place and perform monitoring to support that statement.
 - *Option C*: Perform new/additional data collection efforts, as well as a TMDL revision, which typically require one year of data to assess seasonal variations in water quality.
 - *Option D*: Propose projects and programs for reductions in pollutant loads.
- The following is a suggested schedule for addressing an existing TMDL, which can be revised to address County budgeting preferences (if needed):
 - Year 1: Implement Steps 1-3 for Congaree Creek, with Step 2 being applied to all impaired waterbodies in the County to provide a better value.
 - Year 2: Implement Steps 1& 3 for a second (larger) waterbody and implement Step 4 for Congaree Creek; this assumes that Step 2 was performed on a County-wide basis during Year 1. The total cost for Step 4 has been estimated based on past project experience, but will be dependent upon which alternative is selected and the potential need for additional monitoring.
 - Year 3: Implement Steps 1 & 3 for a third (larger) waterbody and implement Step 4 for the second waterbody (addressed in Year 2); this assumes that Step 2 was performed on a County-wide basis during Year 1. The total cost for Step 4 has been estimated based on past project experience, but will be dependent upon which

alternative is selected and the potential need for additional monitoring.

- **Approach Option 2 – Develop New TMDLs:** Partnering and/or volunteering to develop new TMDLs for SCDHEC approval often have benefits that outweigh the more passive approach of validating/contesting TMDLs already developed by SCDHEC.
 - As a part of the TMDL development process, the County would have some control over the final TMDL. Whereas, if the County were to contest a TMDL set by SCDHEC, the process becomes more difficult due to the conflicting opinions that necessitate such an approach.
 - Participation in the development of a new TMDL is recommended for years 4 and 5 when an alternative finding source is generating revenue; although adjustments may be warranted, depending upon SCDHEC’s implementation schedule for new TMDLs in Lexington County.
 - The cost of development of a new TMDL is approximately 20-50% greater than that of a TMDL validation/revision effort, and is dependent upon the extent of modeling (size of the waterbody) - that cost comparison also assuming no additional monitoring would be necessary due to available SCDHEC monitoring data (potential monitoring costs are not included in the task budget). If the available monitoring data is deemed to be insufficient, the additional costs would need to be determined on a case-by-case basis as watershed characteristics and pollutant types/concentration can vary greatly among each waterbody of interest.

- **Approach Option 3 – Impaired Stream De-Listing:** In lieu of contesting an existing TMDL or developing a new TMDL, MACTEC will negotiate with SCDHEC identify the potential for developing a basin management/implementation plan for watersheds that are on the list of (303-d) impaired waters, but which do not yet have a TMDL developed or under development. The purpose and required efforts/fees would be to similar to the steps necessary to improve water quality, as noted in Approach Options 1 and 2, but prevent the perpetual pollutant loading requirements that are required by a TMDL.

Task 10 – Watershed Analyses (County-wide cost sharing)

Note: This task is to be performed such that it will benefit the incorporated partners, who will be sharing the cost of this task with the County. MACTEC will work with the County to select areas for watershed analysis efforts for a fair distribution of the work in/near each participant’s community.

MACTEC will provide watershed planning services to support the County’s desire to identify solutions to problems related to both water quality and flooding (severe and nuisance). These efforts will support floodplain management requirements set forth by FEMA and enforced by the County, as well as identifying water quality BMPs (new and

retrofitted) to support TMDL requirements. The following subtasks will be performed to achieve those goals:

- Review complaints and County observations regarding degraded water quality problems such as eroded streams and excessive sediment accumulation in streams and lakes/ponds.
- Review complaints and County observations related to severe and floodplain and nuisance flooding/poor drainage.
- Identify correlations between the noted problems and land uses such that potential hydrologic alterations can be assessed and appropriate remedies (BMP concepts) can be prescribed.
- Perform planning-level benefit/cost analyses and project concept ranking using a ranking system that incorporates County watershed management preferences.
- Investigate opportunities to modify the current SWMO that promote a fair and equitable system for setting land disturbance thresholds for compliance with stormwater management requirements.
- Investigate the opportunity/need to develop and adopt policies that offer stormwater credits for facilities that implement stormwater management and pollutant removal control measures that exceed the minimum requirements (as specified in the LDM). This may be applied to TMDL allocations as well as to User Fee rates.
- Provide support to the County in attaining (or providing) design and construction services for design concepts that the County wished to fully implement. No design or construction services are included in this Scope of Services, but can be provided upon request.

COUNTY OF LEXINGTON
NPDES Phase II Services

Evaluation Committee Report and Recommendation
Request for Proposals No. P09010-02/27/09H.

May 29, 2009

PURPOSE

The County of Lexington issued a Request for Proposal (RFP) to establish a contract with a consulting firm to provide National Pollution Discharge Elimination System (NPDES) Phase II Services for the Public Works Department – Stormwater Division. Our current contract for these services with Woolpert, Inc. expired on May 30, 2009.

EVALUATION COMMITTEE

An evaluation committee was appointed by Katherine Hubbard, County Administrator, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. Committee members were Sheri Armstrong, Stormwater Manager; Synithia Williams, Environmental Coordinator; Bill Melvin, Lexington Soil and Water Conservation District; Randy Edwards, County Engineer; Scott Martin, Commercial Reviewer/Inspector and Jeffrey A. Hyde, Procurement Officer.

SOLICITATION REQUIREMENTS

The required legal advertisements, soliciting sealed competitive proposals for professional services, were placed and appeared on the County's website. Notification was also mailed to seventeen (17) firms on a potential offeror list. Proposals were due at 3:00 p.m. on February 27, 2009. At that time, the County had received proposals from ten (10) responsive firms.

EVALUATION PROCESS

On March 18, 2009 the Evaluation Committee began its evaluation process. Copies of the submittals were distributed to each committee member for their individual evaluation. The committee met again on March 26, 2009 for detailed discussions of their individual evaluation of the proposals and respective scoring of each criteria factor. Each proposal under consideration was evaluated and scored on eleven (11) specific criteria areas as indicated in the RFP. The factors listed in the order of their relative importance were as follows: (1) NPDES Phase I and II Experience, (2) Qualifications of Personnel, (3) Experience integrating GIS w/ Stormwater applications, (4) Experience with Federal, State, and Local Agencies, (5) Ability to Assist with Permit Renewals, (6) Grant Writing Experience, (7) Experience Developing Total Maximum Daily Load (TMDL) Implementation Plans, (8) Experience with Illicit Discharge Tracking and Monitoring, (9) Ability and Experience Providing Staff Training, (10) Hydrologic and Hydraulic Modeling Capabilities and (11) Additional Criteria – past performance, location, previous experience, etc... The committee "short-listed" the top four (4) ranked firms and invited them to provide a formal presentation to the Evaluation Committee for further evaluation of their firm's qualifications.

On April 7th and 9th, 2009, the committee conducted interviews with the four (4) prospective companies. All of the firms made brief presentations, followed by an interview process that allowed the firms to answer questions and concerns of the committee. Following the interviews, each committee member was given the opportunity to re-evaluate each firm. After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the final evaluation was completed by the committee on April 21, 2009. The evaluation committee's review, based upon the quality of the responses to the request for qualifications, resulted in MACTEC Engineering and Consulting, Inc., receiving the highest number of total points.

TERM OF CONTRACT

The term of this contract shall be in accordance with the proposal and shall go through June, 2012. The County may extend the contract if it appears to be in the best interest of the County. Said extension will be on an annual basis and may be less than, but will not exceed two (2) additional one (1) year periods.

PROPOSED COST

The total three (3) year contract cost is an estimated amount of \$851,109.00. The total cost to the County of Lexington, for the three (3) year term contract, shall be for an estimated amount of \$521,063.00.

The following is the estimated annual breakdown:

1st Year costs: \$ 130,897.00
2nd Year costs: \$ 158,302.00
3rd Year costs: \$ 231,864.00

The balance of the contract costs are to be reimbursed by the seven (7) governmental entities located within Lexington County. Those entities are: City of West Columbia, City of Cayce, City of Lexington, Town of Irmo, Town of Springdale, Town of South Congaree, and Town of Pine Ridge.

RECOMMENDATION

The committee hereby submits and recommends for Council consideration and approval to award a contract with MACTEC Engineering and Consulting, Inc. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on June 09, 2009.

Jeffrey A. Hyde
Procurement Officer



COUNTY OF LEXINGTON

SOLID WASTE MANAGEMENT DEPARTMENT

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

MEMO

To: Katherine L. Hubbard, County Administrator
From: David L. Eger, Solid Waste Management Director
Date: May 14, 2009
Subject: Review/Inspection of Council Approved Solid Waste/Processing Facility Applications

Staff was requested to provide a method for inspection and compliance monitoring for facilities approved by Council through the Solid Waste/Processing Facility Application process. The following approach is recommended.

- 1.) Develop and implement a Solid Waste Permit to be provided to applicants which outlines the provisions under which the facility application was approved by Council. This provides the applicant and inspection staff with the guidelines for operation of the facility. The County Attorney has reviewed this issue and as long as a separate fee is not charged, a permit may be issued based on the stipulations approved by Council. Should the facility not comply with the permit limits, they would be notified given time to comply. A permit may be revoked for non-compliance.
- 2.) Solid Waste Management personnel would inspect each facility approved by Council a minimum of twice per year, to assess compliance with the approved permit.
- 3.) Other County agencies, such as Zoning or Code Enforcement would in the normal course of their duties observe these facilities and provide feed-back to Solid Waste Management for action if required.

Staff can proceed with this approach upon direction.

cc: Joseph G. Mergo, III, Deputy County Administrator

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

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APPOINTMENTS BOARDS & COMMISSIONS

June 9, 2009

BILLY DERRICK

Health Services District - Allan R. Risinger - Term expired 3/10/09 - Eligible for reappointment

SMOKEY DAVIS

Board of Zoning Appeals - Vacant - Term expired 12/31/07

Children's Shelter - David S. Hipp - Term Expires 06/30/09 - Not eligible for reappointment

JOHN CARRIGG

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

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

Planning Commission - William B. Weathersbee - Resigned effective 05/19/09 -
Term expires 08/26/09

TODD CULLUM

Children's Shelter - Jerald E. Sanders - Term expires 6/30/09 - Eligible for reappointment

Health Services District - Vacant - Term expired 3/10/09

AT-LARGE:

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

Health Services District:

James D. Whitehead - Term expired 3/10/09 - Eligible for reappointment

May 19, 2009

Mr. Chairman,

I hate to but I must resign my position on the Planning Commission from District 7, Lexington County. I have purchased another house in the Ballentine area which happens to be in Richland County. The 1973 Lexington County Ordinance creating the Commission requires members of the Commission to be a resident of Lexington County.

I have informed Mr. John Carrigg, Lexington County Council District 7, of this action. I have also informed Mr. Compton that I would be at this May 21 Commission Meeting and that I will resign at the close of the meeting.

Since my appointment, I have tried to become knowledgeable of the issues and make informed decisions.

I want to thank you and the other Members as well as the County Staff for your friendships.

Thank you!

Sincerely,



William B. Weathersbee
Lexington County Planning Commission – District 7



COUNTY OF LEXINGTON
NPDES Phase II Services

Evaluation Committee Report and Recommendation
Request for Proposals No. P09010-02/27/09H.

May 29, 2009

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RECOMMENDATION

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Jeffrey A. Hyde
Procurement Officer



COUNTY OF LEXINGTON, SOUTH CAROLINA

Solid Waste Management

498 Landfill Lane

Lexington, SC 29073

Phone (803) 755-3325 Fax (803) 755-3833

SOLID WASTE/PROCESSING FACILITY APPLICATION # **SW09-01**

Applicant/Business Name: EarthCare Recycling, LLC

Address and/or description of property for which the SW/Processing Facility Application is made:

349 Buck Corley Court, Lexington, SC 29071

TMS#: 006500-04-042 Activity acreage: 5 Acres

Type of activity: Recycling Facility for concrete, asphalt and brick On-site processing included? Yes

Additional comments as necessary: None

Is activity under current review by SCDHEC? No

Does activity have a current SCDHEC permit? No

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

Date of application: 3/31/09 Applicant: Property Owner X Authorized Agent

Phone #(s): Office (803) 808-3220 Fax (803) 808-3220 _____

Signature: ***Signature on File*** Printed Name: Jason C. Wilkie

Street/Mailing Address: P.O. Box 1350 City, State, Zip Code: Lexington, SC 29071

3/31/09	Application Received	4/29/09	Fee Received
2/11/09	Zoning Site Plan Approved	4/27/09	Property Posted
4/24/09	Adjacent Property Notices Mailed	4/23/09	Newspaper Advertisement(s)

4/14/09	First Reading	5/12/09	Public Hearing	6/09/09	Final Reading
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Results: _____

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 09-04

AN ORDINANCE APPROVING THE LEASE OF CERTAIN PROPERTY FROM COUNTY OF LEXINGTON TO LEXINGTON RICHLAND COUNTY ALCOHOL AND DRUG ABUSE COUNCIL, INC. (LRADAC).

WHEREAS, the County of Lexington (hereinafter “the County”) has purchased certain property in the Red Bank area of Lexington County, in part, for purposes of consolidating services for the South Carolina Department of Mental Health, Health Department, and South Carolina Department of Social Services; and

WHEREAS, Lexington/Richland Alcohol and Drug Abuse Council, Inc. (hereinafter “LRADAC”), has requested property adjacent to the referenced services; and

WHEREAS, the County has purchased additional property adjacent to the referenced property; and

WHEREAS, LRADAC is the County-designated agency for purposes of treating alcohol and drug abuse and prevention programs; and

WHEREAS, the County has determined that it would be in the best interest of the County and serve a valid public purpose to offer an unimproved portion of the County property to LRADAC for the purposes of LRADAC to build a new alcohol and drug treatment and prevention facility on the subject property; and

WHEREAS, it having been determined it would be in the best interests of both parties for the County to lease a portion of the County property to LRADAC for the stated purposes;

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

Section 1. The Lease Agreement attached hereto as Exhibit "A" is hereby approved.

Section 2. The Chairperson of the Lexington County Council and/or County Administrator is authorized and directed to execute and deliver the Lease Agreement and to further execute all appropriate documents for the lease of such property according to the terms of the Lease Agreement. The Chairperson and/or Administrator is further authorized to make any nonsubstantive changes to the Lease Agreement, if any, after consulting with the County Attorney.

Enacted this _____ day of _____, 2009.

Debra B. Summers, Chairman

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2009, by and between **County of Lexington**, hereinafter designated as the “*Lessor*,” and **Lexington - Richland Alcohol and Drug Abuse Council, Inc. (a/k/a LRADAC)**, hereinafter designated as the “*Lessee*”.

WITNESSETH:

1. **LEASED PREMISES.** The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby lease unto the Lessee those certain premises (hereinafter referred to as the “*Premises*”) situated in the County of Lexington, State of South Carolina, to wit:

All that certain area containing approximately 22,495 square feet located on that certain piece, parcel or tract of land situate, lying and being approximately .1 Mile west of Highway 6 near Red Bank in the County of Lexington, State of South Carolina, beginning at the northeastern corner of a 1.97-acre tract of land known as Lexington County TMS # 005498-07-025 owned by Lexington County (the portion of such parcel other than the Premises being hereinafter referred to as the “*Lessor Parcel*”); and being shown as the “Lease Parcel” on a Plat prepared by Inman Surveying Company, Inc. dated May 6, 2009 and attached hereto as Exhibit A (the “*Plat*”).

Also, the Premises shall contain (i) the right for Lessee, its agents, employees, customers and invitees to use up to forty (40) parking spaces to be constructed and maintained throughout the term of the Lease by Lessor on the Lessor Parcel, and (ii) an ingress and egress easement to the Premises from Litton Drive over the portion of the Lessor Parcel shown as “Access Easement” on the Plat (the “*Easement*”). The Easement shall be temporary in nature and shall terminate upon termination of the Lease, unless in connection with a termination of the Lease, Lessee exercises the Lessee Purchase Option (as defined below) in which case the Easement shall remain in full force and effect, become permanent in nature, and run with title to the Premises for the benefit thereof. The specific terms of the Easement shall be reflected in the Memorandum of Lease provided for below which will contain the actual grant of easement and be recorded in the Office of the Register of Deeds for Lexington County.

Lessor, as owner of the adjacent parcel bearing Lexington County TMS #005498-07-009, acknowledges the right of Lessee to use such adjacent parcel for access to the Premises. Lessor agrees that, prior to conveyance of

such adjacent parcel, it will formally grant to Lessee access easement rights over such parcel.

2. TERM. The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date of execution of this Lease Agreement. The Lessee has the option to renew for two (2) fifteen (15) year periods by providing written notice to Lessor of its election to do so not less than thirty (30) days prior to the end of the then-applicable term, as long as the Lessee is using the Premises for the specific purposes specified herein.

3. RENT. The Lessee agrees to pay as rent for the term, in addition to the mutual covenants contained herein, the sum of One (\$1.00) Dollar per year, with such rental to be paid in advance at the commencement of this Lease as follows: Twenty-five (\$25.00) Dollars to be paid upon the execution of this Lease.

4. ADDITIONAL LESSEE OBLIGATIONS.

A. The Lessee may construct a building on the Premises for Lessee's alcohol and drug treatment and prevention use (the "**Building**"). The design of the Building must be compatible with the design of the renovation on the County's adjoining property. To insure this, the architectural plans for the Lessee's construction must be submitted to the Lessor for written approval. Lessor must provide any objections in writing within fifteen (15) days of its receipt. Failure to object will be deemed approval of the plans.

B. The Lessee shall be solely responsible for any and all costs, including but not limited to architectural fees, construction costs, utility costs, and water and sewer connection costs, on the construction of any improvement erected on the Premises.

C. Only the Lessee may occupy the Premises and the Building constructed thereon.

D. If the Lessee either (i) has not begun construction of the proposed Building within three (3) years from the date of this Lease, or (ii) does not complete construction within twelve (12) months of commencement of construction, this Lease may be terminated by the Lessor with no further rights of the Lessee in regard to the Premises.

E. A failure by Lessee to occupy the Building and otherwise use the Building for purposes of alcohol and drug treatment and prevention prior to the end of the original Lease term shall constitute an event of default under this Lease and entitle Lessor to terminate this Lease in accordance with the provisions hereof. An election by Lessor to terminate the Lease under this paragraph shall trigger a purchase option in favor of Lessee ("**Lessee's Purchase Option**") subject to the terms set forth below:

1. Prior to the effectiveness of Lessee's Purchase Option, Lessor shall have the right to purchase the Building for fair market value of

the Building at the time of the purchase (as determined by a third party appraiser agreed to between Lessor and Lessee), less the fair market value of the Lease of the Premises from the date of this Lease until closing of the sale to Lessor. For purposes of determining the fair market value of this Lease, the parties agree to an assumed annual rental of \$22,000 (subject to annual increase based on the percentage increase for the previous calendar year (Dec - Dec), using the CPI-U, U.S. Average, All Urban Customers, Percentage Change in Annual Average, as published by the U.S. Department of Labor, Bureau of Labor StatisticsCPI for the applicable year). Exhibit B attached hereto provides examples based on certain assumed values of how the purchase price will be determined. Lessor shall have ninety (90) days from the date of notice to the Lessee of Lessor's election to terminate the Lease in which to exercise its purchase option for the Building. Lessor must provide written notice to Lessee of its election to exercise the purchase option. Failure to provide written notice of exercise of the option within the 90-day period shall be deemed an election not to exercise the option.

2. In the event that Lessor should fail to exercise its purchase option for the Building, Lessee's Purchase Option shall become effective. Lessee shall have the right to purchase the Premises for fair market value at the time of the purchase (as determined by a third party appraiser agreed to between Lessor and Lessee), plus the fair market value of the Lease from the date of this Lease until the closing of the sale to Lessee. For purposes of determining the fair market value of this Lease, the parties agree to an assumed annual rental of \$22,000 (subject to annual increase based on the percentage increase for the previous calendar year (Dec - Dec), using the CPI-U, U.S. Average, All Urban Customers, Percentage Change in Annual Average, as published by the U.S. Department of Labor, Bureau of Labor StatisticsCPI for the applicable year). Exhibit B attached hereto provides examples based on certain assumed values of how the purchase price will be determined. Lessor reserves the right to put reasonable restrictions on the use of the Premises if sold to Lessee so that the use will be compatible the Lessor's adjacent property. In the event that Lessee exercises the Lessee Purchase Option, the access easement provided for above shall convert from a temporary easement to a permanent easement. This right to purchase must be exercised within ninety (90) days of the date of expiration of the 90-day period for Lessor's option to purchase.

3. Should either right to purchase be exercised, each party shall be responsible for their own closing costs. Lessee shall be responsible for any deed stamps, transfer costs or any other recording costs.

4. If neither right to purchase is exercised, the Premises and all improvements thereon shall become the property of the Lessor.

5. Lessee's Purchase Option shall only be applicable during the initial 25-year term of this Lease. In the event that this Lease terminated by

its terms at the end of the initial 25-year term without Lessee having exercised the Lessee Purchase Option or if this Lease terminated during or at the conclusion of any extension term, then all right, title and interest in the Building and all other improvements on the Premises shall immediately vest in Lessor without requirement of further action by any party.

6. Lessee's Purchase Option shall not include purchase of the forty (40) parking spaces leased to Lessee under this Lease, provided however, Lessor agrees to provide such forty (40) spaces, at a location on the Lessor Parcel to be determined by Lessor, to any subsequent occupant of the Building at fair market rental.

F. All of the above obligations are material obligations under this Lease.

5. LIEN. Lessee shall not subject the Premises or any improvements thereon to any lien. Lessee shall indemnify the Lessor for any costs, including reasonable attorney fees incurred by Lessor as a result of any lien filed.

6. PLACE FOR PAYMENT OF RENT. All payments of rent shall be made by Lessee to Lessor at 212 South Lake Drive, Lexington, South Carolina 29072, or at such other place as Lessor shall from time to time designate to Lessee in writing.

7. ASSIGNMENT. The Lessee covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said Premises, or any improvement on the Premises, or any part thereof without the written consent of the Lessor, and such consent may be withheld by Lessor for any reason. Any assignment, transfer, hypothecation, mortgage, or subletting without said written consent shall give the Lessor the right to terminate this Lease and to re-enter and repossess the Premises in the manner as is provided for by law.

8. BANKRUPTCY AND INSOLVENCY. The Lessee agrees that if the estate created hereby shall be taken in execution or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this Lease may be canceled at the option of the Lessor.

9. USE AND OCCUPANCY. It is understood and agreed between the parties hereto that said Premises during the continuance of this Lease shall be used and occupied by Lessee for the sole purpose of a center for alcohol and drug treatment and prevention and for no other purpose or purposes without the written consent of the Lessor, and such consent may be withheld by Lessor for any reason. On any breach of this agreement, the Lessor may at its option terminate this Lease forthwith and re-enter and repossess the Premises in the manner as provided by law.

10. CONDITION OF PROPERTY. Neither the Lessor nor its agents have made any representations with respect to the Premises except as expressly set forth herein, and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" and that the leased property was in good condition at the time possession was taken.

11. TITLE. Lessor makes no representation as to title to the leased property. Lessee shall make its own independent title search for purposes of leasing the subject property and making any improvements thereon.

12. ASSUMPTION OF RISK. Lessee assumes the risk of any injury or damage that may occur to Lessee or any employees, customers or any other persons that have access to the Premises as a result of Lessee leasing the Premises.

13. INJURIES AND PROPERTY DAMAGE. Lessee agrees to indemnify and hold Lessor harmless of and from any and all claims of any kind or nature arising from Lessee's use of the Premises during the term hereof, and Lessee hereby waives all claims against Lessor for damage to goods, wares or merchandise or for injury to persons in and upon the Premises from any cause whatsoever, except such as might result from the negligence of Lessor or Lessor's representatives or from failure to perform its obligations hereunder within a reasonable time after notice in writing by Lessee requiring such performance by Lessor. Lessee shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Lessee with limits as follows:

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Such insurance may, at Lessee's election, be carried under any general coverage of Lessee. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. A copy of the declaration page shall be provided annually to Lessor. Such insurance will not be terminated without notice to the Lessor.

14. REPAIR AND CARE OF BUILDING. Lessee, at its own expense, may construct the Building on the Premises. Lessee shall, throughout the term of this Lease, at Lessee's own expense, maintain in good order and repair the Premises and the Building, including repairs to electrical, plumbing, heating and air conditioning systems and fixtures. Lessee shall maintain pest control inspection and treatment of the Premises as required. In the event Lessee shall not renew this Lease, then Lessee agrees to return said Premises to Lessor at the expiration or prior termination of the Lease, in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning or other natural casualty excepted, and any improvement shall become the property of the Lessor.

15. ALTERATIONS OR REPAIRS. With the exception of the Building to be constructed upon the Premises by Lessee, Lessee shall make no alterations or repairs to the Premises without written consent of Lessor. In the event Lessor does consent to any such alterations or repairs, then Lessee shall be solely responsible for the cost of such alterations or repairs.

16. RIGHT TO ENTRY BY LESSOR. Lessee at any time during this Lease term shall permit inspection of the Premises during reasonable business hours by Lessor's agents or representatives for the purpose of ascertaining the condition of the Premises. If Lessee's option to purchase is not exercised, then sixty (60) days prior to the expiration of this Lease, Lessor may post suitable notice on the Premises that the same are "For Rent" of "For Sale" and may show the Premises to prospective tenants at reasonable times. Lessor may not, however, thereby unnecessarily interfere with the use of Premises by Lessee.

17. HOLDING OVER. Should Lessee hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Lessee shall pay as monthly rental the then reasonable value of the use and occupation of the Premises which shall not be less, however, than the rent to be paid for the last month under this Lease. Lessee agrees to give Lessor sixty (60) days' prior written notice of intent to vacate the Premises.

18. ELECTRICITY, GAS, AND WATER. The Lessee will pay all charges made against said Premises for electricity, gas, water, sewer and all other utilities during the continuance of this Lease as the same shall become due.

19. PAYMENT OF TAXES AND INSURANCE. Lessee shall pay annually all real estate taxes on the Premises existing at the commencement of this Lease for and during the term of this Lease. Lessee shall be responsible for any personal property taxes attributable to Lessee's personal property located on the Premises. During the term of this Lease, the Lessee shall maintain in force and at Lessee's own expense insurance coverage on the Premises and any improvements thereon. Lessor does not assume any responsibility for Lessee's personal property located on the Premises. Lessee shall carry such insurance on Lessee's property located on the Premises as Lessee shall desire.

20. DEFAULT BY TENANT. This Lease is made upon the condition that the Lessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Lessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Lessee in the observance or performance of any of the other covenants, agreements, or conditions of this Lease and the specific use of the Premises on the part of Lessee to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Lessor to Lessee (unless such default cannot reasonably be cured within fifteen (15) days and Lessee shall have commenced to cure said default within

said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Premises shall be appointed in any action, suit or proceeding by or against Lessee and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Lessee shall admit in writing its inability to pay its obligations generally as they become due, or (g) Lessee shall vacate or abandon the Premises, then and in any of said cases, Lessor at its option may terminate this Lease and re-enter upon the Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Lessee may then be in default and accrued up to the time of such entry, including damages to Lessor by reason of any breach or default on the part of Lessee, or Lessor may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Premises or voiding this Lease.

All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Lessee agrees to pay a reasonable attorney's fee and all costs if Lessor, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, conditions or use of the Premises on the part of the Lessee to be kept and performed; and Lessee expressly waives all exemptions secured to the Lessee under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Lessor or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

21. RE-ENTRY. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said Premises shall be deserted or vacated, then it shall be lawful for the Lessor, its certain attorney, successors, representatives, and assigns, to re-enter into, repossess the said Premises, and the Lessee and each and every occupant to remove and put out in the manner as provided by law.

22. QUIET ENJOYMENT. The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said Premises for the term aforesaid.

23. ENFORCEMENT. In the event either party shall enforce the terms of this Lease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

24. REMEDIES NOT EXCLUSIVE. It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law.

25. WAIVER. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

26. EMINENT DOMAIN. In the event the Premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall as to the part so taken terminate as of the date the title shall vest in the condemnor, and the rental shall abate in proportion to the square feet of the leased space taken or condemned, or total rent shall cease if the entire Premises shall be taken. In any event, the entire award shall belong to the Lessor without any deduction therefrom for any estate or interest in said Premises now or hereafter vested in Lessee, and Lessee hereby assigns to Lessor all the right, title and interest in and to any or all such award or awards with any and all rights, estate, and interests of Lessee now existing or hereafter arising in and to the same or any part thereof.

27. EXPIRATION. At the expiration of the lease term, the Lessee shall surrender the Premises and all improvements thereon in as good condition as it was in at the beginning of the term, reasonable use and wear and damages by the elements excepted. In such event, all right, title and interest in the Building or any other improvements on the Premises shall immediately vest in Lessor without requirement of further action by any party.

28. NOTICES. Whenever under this Lease a provision is made of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at its last known post office address or at the Premises and deposited in the mail with postage prepaid, and if such notice to the Lessor is in writing addressed to the address contained herein or at the last address given by Lessor to Lessee in writing and deposited in the mail with postage prepaid.

29. MEMORANDUM OF LEASE. Lessor and Lessee will record in the Register of Deeds Office, a Memorandum of Lease which sets forth the term of the lease, and the Premises, and the terms of the Easements. Lessee shall be responsible for any documentary stamps that are required as a result of recording the Memorandum of Lease.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereunder have executed this Lease and affixed their signatures the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

County of Lexington

By: _____

Name: _____

As to Lessor

Title: _____

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named **County of Lexington**, as Lessor, by _____, its _____, sign, seal and, as its act and deed deliver the within-written LEASE AGREEMENT for the uses and purposes therein mentioned, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Witness

SWORN to before me this _____
day of _____, 2009.

_____(L.S.)
Notary Public of South Carolina
My Commission Expires: _____

EXHIBIT A

PLAT

EXHIBIT B

ADDENDUM REFLECTING PURCHASE OPTION EXAMPLES



ORDINANCE 09-05
AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR
FISCAL YEAR 2009-10

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

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

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

SECTION 1 - GENERAL

The fiscal year 2009-10 County budget for Lexington County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted.

SECTION 2 – COUNTY-WIDE TAX LEVY

There shall be levied, for County operations and for County designated millage agencies (Midlands Technical College and Riverbanks Park) on all taxable property in Lexington County, sufficient taxes to fund the referenced budget in the number of mills allowed in Code Section 6-1-320. (Specifically, the cumulative total County-wide millage amounts are ~~increased from the same as the previous fiscal year. by the amount of the increase in the consumer price index for the preceding calendar year, plus the percentage increase in the previous year in the population of Lexington County.~~)

SECTION 3 - DEBT SERVICE TAX LEVY

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

SECTION 4 – SPECIAL PURPOSE DISTRICT TAX LEVY

There shall be levied, for the special purpose districts (Lexington County Recreation and Aging Commission, Irmo-Chapin Recreation Commission, and Irmo Fire District) on all taxable property in their respective districts, sufficient taxes to fund their respective budgets in the number of mills, allowed in Code Section 6-1-320. (Specifically, the Irmo Fire District is increased by the amount of the percentage increase in the consumer price index for the preceding calendar year, plus the percentage increase in the previous year in the population of Lexington County. All other special purpose districts are the same as the previous fiscal year.)

SECTION 5 - BUDGETARY ESTIMATES

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

SECTION 6 - BUDGETARY CONTROL

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

Any departments which overspend their spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully compensate, prior to June 30, 2010, the impending overrun.

SECTION 7 - LINE ITEM CARRYOVERS

Any line items previously appropriated and/or properly encumbered as of June 30, 2009, shall be carried forward as an appropriation of fiscal year 2009-10 upon the recommendation of the County Administrator, and by passage of a budgetary amendment resolution by County Council.

SECTION 8 - NEW GRANTS

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

SECTION 9 - OTHER MISCELLANEOUS RECEIPTS

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

SECTION 10 - LINE OF CREDIT AUTHORIZATION

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

SECTION 11 - SEVERABILITY

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

This Ordinance shall become effective July 1, 2009.

Enacted this _____ day of _____, 2009.

Debra B. Summers, Chairman

ATTEST:

Diana W. Burnett, Clerk

First Reading:
Second Reading:
Public Hearing:
Third & Final Reading:
Filed w/Clerk of Court:



COMMITTEE REPORT

RE: Paul Coverdell DNA Grant Application Through SC Department of Public Safety

DATE: May 27, 2009

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, May 26, 2009, to review the grant application request from the Sheriff's Department for the Paul Coverdell DNA Grant through the South Carolina Department of Public Safety.

Colonel Allen Paavel presented a request to apply for the Paul Coverdell DNA Grant in the amount of \$73,765. There is no County match required. The grant funding is for a one-year period and applications must be submitted annually. The Sheriff's Department and Solicitor's office have identified the need to utilize DNA analysis from crime scenes to identify criminal suspects. The grant will be used to purchase capital equipment for a DNA laboratory.

The Justice Committee voted unanimously to recommend that full Council approve staff's request to apply for the grant.



COMMITTEE REPORT

RE: Paul Coverdell Grant for Crime Scene Investigation Grant Application
Through SC Department of Public Safety

DATE: May 27, 2009

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, May 26, 2009, to review the grant application request from the Sheriff's Department for the Paul Coverdell Grant for Crime Scene Investigation Grant through the South Carolina Department of Public Safety.

Colonel Allen Paavel presented a request to apply for the Paul Coverdell Grant for Crime Scene Investigation Grant in the amount of \$87,562. There is no County match required. The grant funding is for a one-year period and applications must be submitted annually. The funds will be used to purchase equipment to enhance the existing Crime Scene Investigation Unit.

The Justice Committee voted unanimously to recommend that full Council approve staff's request to apply for the grant.



COMMITTEE REPORT

RE: Fire Inspections/Town of Gaston

DATE: June 4, 2009

COMMITTEE: Health and Human Services

MAJORITY REPORT: Yes

The Health and Human Services Committee met on Tuesday, May 12, 2009, to review the request from the Town of Gaston for Fire Inspections.

Chief Russell Rawl, Fire Service Coordinator, presented a request from the Town of Gaston for Lexington County to perform fires inspections for commercial and public buildings within the Gaston town limits. Staff recommends implementing the same procedures currently used in the unincorporated areas and other municipalities within the County.

The Health and Human Services Committee voted unanimously to recommend that full Council approve the request from the Town of Gaston contingent on receiving a formal resolution from the Town Council requesting Lexington County fire inspections.



STATE OF SOUTH CAROLINA
 COUNTY COUNCIL FOR LEXINGTON COUNTY
 ORDINANCE 09-06

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 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 and employees in the workplace 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 Public Places and Places of Employment

Section 14-___. Smoking of tobacco products.

- (a) **Findings.** As an incident of the adoption of this Article, the County Council (“County Council”) of the County of Lexington, South Carolina (the “County”) makes the following findings:
- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
 - (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program’s Report on carcinogens, National Cancer Institute, and the International Agency for Research On Cancer have all reported that secondhand smoke is a group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
 - (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
 - (4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and

- (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and
 - (6) Secondhand smoke increases the risk of developing breast cancer in younger, pre-menopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome (SIDS); and
 - (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
 - (8) Studies of hospital admissions for acute, myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
 - (9) Workplaces have been shown to be locations of significant exposure to secondhand tobacco smoke by employees working in the unincorporated areas of Lexington County; and
 - (10) There are laws, ordinances, and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and
 - (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes County-owned buildings) except where the owner of such building shall designate smoking areas.
- (b) Intent. 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 the workplace. Therefore, County Council declares that the purpose of this act is: 1) to preserve and improve the health, comfort, and environment of the people of the unincorporated areas of the County by limiting exposure to secondhand smoke in the workplace; and 2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.
- (c) Definitions.
- (1) "Employee" means any person who performs services for an employer in return for wages, profit or other valuable consideration, and/or a person who volunteers his or her services for a non-profit entity.
 - (2) "Employer" means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other

organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any Workplace, Work Space, or Work Spaces as defined herein, that employs (1) or more persons.

- (3) "Enclosed" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.
- (4) "Private club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants, or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as private clubs under this definition. A private club will not be considered a private club for the purposes of this definition when being used for a function to which the general public is allowed to enter.
- (5) "Retail tobacco store" means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.
- (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.
- (9) "Workplace" means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores, retail stores, restaurants, bars, cabarets, cafes, public or private clubs, pool halls, and bowling alleys.
- (10) "Work space" or "work spaces" means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas, common areas, hallways, waiting areas, restrooms, lounges, and eating areas.

(d) Prohibition of Smoking in the Workplace. The following apply to all unincorporated areas of the County:

- (1) All employers shall provide a smoke-free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space or workplace from smoking tobacco products therein.
- (2) No person shall smoke or possess a lighted tobacco product in any work space or workplace.
- (3) Notwithstanding any other provision in this article, an owner, operator, manager, or other person in control of an 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-__ (f) is posted.

(e) Exceptions. Notwithstanding the provisions of subsection (d) herein, smoking may be permitted in the following places in the unincorporated areas of the County under the following circumstances:

- (1) Private residences;
- (2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate areas where smoking is prohibited under provisions of this Section. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;
- (3) Retail tobacco stores as defined herein; and
- (4) Private clubs that have no employees, except when being used for a function to which the general public is admitted; and
- (5) Religious ceremonies where smoking is part of the ritual.

(f) Posting of Signs. The owner, manager or person in control of a Workplace shall post a conspicuous sign at the main entrance to the Workplace, which shall contain the words "No Smoking" and the universal symbol for no smoking.

(g) Reasonable Distance. In the unincorporated area of the County, 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.

(h) Jurisdiction, Enforcement and Penalties.

- (1) A person who owns, manages, operates, or otherwise controls a Workplace or Work Space 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 Work Space or Workplace 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.

(i) Governmental Agency Cooperation. The County Administrator shall request other governmental and educational agencies having facilities within the unincorporated areas of the County to establish local operating procedures in cooperation and compliance with this Section. This includes urging all Federal, State, County, City and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

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: May 12, 2009
Second Reading:
Public Hearing:
Third Reading: