

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, March 23, 2010
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. - 2:05 p.m. - Justice

- (1) Approval of Minutes - Meeting of February 9, 2010 **A**
- (2) Old Business/New Business
- (3) Adjournment

2:05 p.m. - 2:10 p.m. - Health & Human Services

- (1) Approval of Minutes - February 9, 2010 **B**
- (2) Old Business/New Business
- (3) Adjournment

2:10 p.m. - 2:50 p.m. - Public Works

- (1) Diesel Emissions Reduction Act (DERA) Grant Award (Goal 2) - Public Works - Synthia Williams, Environmental Coordinator **C**
- (2) FY10 SCDOT Enhancement Grant Request - Public Works - John Fechtel, Director **D**
- (3) SCDOT Pelion Road Request - Public Works - John Fechtel, Director **E**
- (4) Approval of Minutes - Meeting of February 9, 2010 **F**
- (5) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road - Corley Mill/Riverchase, Assessment of Ponds Inventory, Flooding Issues
- (6) Adjournment

2:50 p.m. - 2:55 p.m. - Airport

- (1) Visual to Non-Precision Approach Grant Application (Goal 1) - Jim Starling, Engineer Associate III **G**
- (2) Old Business/New Business
- (3) Adjournment

2:55 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Goal #2 Update - Councilman Derrick
- (2) Volunteer Firefighter Membership/Application Summary (Goal 1) - Public Safety/Fire Service - Chief Russell Rawl, Fire Service Coordinator **H**
- (3) Ordinance 10-3 - An Ordinance to Authorize Installment Payment of Real Property Taxes Pursuant to South Carolina Code Section 12-45-75 **I**
- (4) Approval of Minutes - Meeting of February 9, 2010 **J**
- (5) Possible Executive Session if Time Permits
- (6) Old Business/New Business - Local Contractors Procurement
- (7) 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.**

Justice

S. Davis, Chairman
J. Carrigg, Jr., V Chairman
B. Derrick
B. Keisler
J. Kinard

Health & Human Services

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

Public Works

B. Derrick, Chairman
J. Carrigg, Jr., V Chairman
B. Keisler
B. Banning, Sr.
J. Kinard

Airport

T. Cullum, Chairman
D. Summers, V Chairman
S. Davis
J. Jeffcoat
J. Kinard

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, March 23, 2010

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

Judge Brian Jeffcoat: Selected Judge of the Year by the SC Coalition Against Domestic Violence and Sexual Assault - Presentation by Nancy Barton, Executive Director of Sistercare

Sheriff James R. Metts: Sistercare Recognized Sheriff James R. Metts and the 10-year Anniversary of the Lexington County Dedicated Criminal Domestic Violence Court – Presentation by Nancy Barton, Executive Director of Sistercare

The Green Business Certificates - Presented by Synithia Williams, Environmental Coordinator and Megan Weidner, Recycling Coordinator

Chairman's Report

Administrator's Report

Energy Expo Presentation - Community Development - Ron Scott, Director

Employee Recognition - Katherine Hubbard, County Administrator

Shining Stars - 2nd Quarter of 2010

Resolution

(1) The Saluda River Club K

Appointments L

Approval of Minutes - Minutes of February 23, 2010.....M

Ordinance

- (1) Ordinance 10-3 - An Ordinance to Authorize Installment Payment of Real Property Taxes Pursuant to South Carolina Code Section 12-45-75 - First Reading - **Tab I**

Committee Reports

Public Works, B. Derrick, Chairman

- (1) Diesel Emissions Reduction Act (DERA) Grant Award - **Tab C**
- (2) FY10 SCDOT Enhancement Grant Request - **Tab D**
- (3) SCDOT Pelion Road Request - **Tab E**

Airport, T. Cullum, Chairman

- (1) Visual to Non-Precision Approach Grant Application - **Tab G**

Solid Waste, D. Summers, Chairman

- (1) DHEC Solid Waste Mattress Recycling Grant Application**N**
- (2) DHEC Solid Waste Tire Grant Application **O**
- (3) DHEC Solid Waste Used Oil Grant Application **P**

Budget Amendment Resolutions

Bids/Purchases/RFPs

- (1) Diesel Retrofit of County Heavy Equipment (Grant Funds) - Public Works/Fleet Services..... **Q**
- (2) Energy Efficiency and Conservation Block Grants (RFQ) - Community Development**R**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

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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COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

MEMORANDUM

DATE: March 11, 2010
TO: Katherine Hubbard, County Administrator
FROM: Synithia Williams, Environmental Coordinator
RE: Diesel Emissions Reduction Act (DERA) Grant

Lexington County has been awarded \$29, 961.00 in funding from the Diesel Emissions Reduction Act (DERA) Grant. This is a targeted funding project from the Department of Health and Environmental Control (DHEC) through the American Recovery and Reinvestment Act. Lexington County was one of ten entities which received a grant award before the competitive grant was announced.

Lexington County has been proactive in reducing vehicle emissions of its fleet. The County implemented an anti-idling policy on high level ozone days and went a step further by installing anti-idling controls on some heavy equipment. With this funding, the County will continue to be proactive by retrofitting on-road diesel vehicles with emission control devices. The County will retrofit on-road equipment with diesel oxidation catalyts (DOC) and crankcase ventilators (CCV).

Based on figures provided by vendors, it has been estimated that the DOC and CCV will cost approximately \$13,289 in labor to install these devices. This amount will constitute the in-kind services provided by the County. A projected date to have the retrofits completed is August 31, 2010.

Benefits to the County from this funding include the reduction in emissions of particulate, hydrocarbon, and carbon monoxide from our County vehicles (Exhibit A). These reductions should aid in our goal for attainment with the new air quality standards. In addition, cleaner air promotes a healthier Lexington County.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Diesel Emissions Reduction Act (DERA) Grant

Fund: 2486 Diesel Emissions Reduction Act **Department:** 121400 Public Works / Stormwater Management
No. Title No. Title

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

Grant Overview:

Lexington County has been selected by DHEC to receive funding through the American Recovery and Reinvestment Act for the Diesel Emissions Reduction Act (DERA) Grant. These funds will be used to purchase (23) Diesel Oxidation Catalysts (DOC) and (10) Crankcase Ventilators (CCV) on County on-road diesel vehicles. This will greatly reduce the emissions of particulate, carbon monoxide, and hydrocarbons. After receiving the DOCs and CCVs, we anticipate these items being installed on the vehicles by August 31, 2010. The grant will cover the cost of the parts (\$29,961) and the in-kind match (\$13,289), which will be the cost of the Fleet Services mechanics time to install the DOCs and CCVs on the vehicles.

Grant Period: March 24, 2010 to August 30, 2010 * Grant will start once the contract is signed.

Responsible Departmental Grant Personnel: Synithia Williams, Environmental Coordinator

Date Grant Information Released: _____ **Date Grant Application Due:** _____

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

Personnel	\$ 13,289.00		
Operating	\$ -		
Capital	\$ 29,961.00		* Award Amount: 29,961
Total	<u>\$ 43,250.00</u>		

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:

31	\$13,289.00	
69	\$29,961.00	* In-kind match for mechanics time
%	\$ Amount	

Requirements at the End of this Grant (please explain in detail): none

Based on figures provided by vendors, it has been estimated that the DOC and CCV will cost approximately \$13,289 in labor to install these devices. This amount will constitute the in-kind services provided by the County.

Dept. Preparer:	SW	3/11/2010
Dept. Approval:	JF	3/11/2010
Finance Approval:	AD	3/12/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
DIESEL EMISSIONS REDUCTION ACT (DERA) GRANT
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Requested 2009-10	Recommend 2009-10	Awarded 2009-10
* Diesel Emissions Reduction Act (DERA) Grant 2486:				
Revenues: (C/C - 000000)				
457000	Federal Grant Income	133,000	133,000	29,961
	In-kind Match	31,654	31,654	13,289
	** Total Revenue	164,654	164,654	43,250
	***Total Appropriation	164,654	164,654	43,250
FUND BALANCE				
	Beginning of Year	0	0	0
FUND BALANCE - Projected				
	End of Year	0	0	0

Fund: 2486
Division: Public Works
Organization: 121400 - Stormwater Management

		BUDGET		
Object Expenditure Code	Classification	2009-10 Requested	2009-10 Recommend	2009-10 Awarded
Personnel				
	In-kind match (Fleet installing these parts)	31,654	31,654	13,289
	* Total Personnel	31,654	31,654	13,289
Operating Expenses				
	* Total Operating	0	0	0
	**Total Personnel & Operating	31,654	31,654	13,289
Capital				
	(65) Diesel Oxidation Catalysts (DOC)	120,245	120,245	
	(24) Crankcase Ventilators (CCV)	12,755	12,755	
5AA534	(23) Diesel Oxidation Catalysts (DOC)			27,018
5AA535	(10) Crankcase Ventilators (CCV)			2,943
	**Total Capital	133,000	133,000	29,961
	** Total Appropriation	164,654	164,654	43,250

SECTION VI. D. –CAPITAL LINE ITEM NARRATIVES

5AA534 – (23) DIESEL OXIDATION CATALYSTS \$ 27,018

A diesel oxidation catalyst (DOC) is a flow through device that consists of a canister containing a honeycomb-like structure or substrate. The substrate has a large surface area that is coated with an active catalyst layer. This layer contains a small, well dispersed amount of precious metals such as platinum or palladium. As the exhaust gases traverse the catalyst, carbon monoxide, gaseous hydrocarbons and liquid hydrocarbon particles (unburned fuel and oil) are oxidized, thereby reducing harmful emissions.

5AA535 – (10) CRANKCASE VENTILATORS \$ 2,943

Positive Crankcase Ventilation is a system that was developed to remove harmful vapors from the engine and to prevent those vapors from being expelled into the atmosphere. The PCV system does this by using manifold vacuum to draw vapors from the crankcase into the intake manifold. Vapor is then carried with the fuel/air mixture into the combustion chambers where it is burned. The flow or circulation within the system is controlled by the PCV Valve. The PCV Valve is effective as both a crankcase ventilation system and as a pollution control device.

BOARD:
Paul C. Aughtry, III
Chairman
Edwin H. Cooper, III
Vice Chairman
Steven G. Kiser
Secretary



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

BOARD:
Henry C. Scott
M. David Mitchell, MD
Glenn A. McCall
Coleman F. Buckhouse, MD

CERTIFIED MAIL

February 3, 2010

Ms. Katherine Hubbard
County Administrator
212 South Lake Dr
Lexington, SC 29072



RE: 2009 State Diesel Emission Reduction Act Grant
Funded under the American Recovery and Reinvestment Act (ARRA)
Grant Agreement EQ-0-764

Dear Ms. Hubbard:

Enclosed are two copies of the Agreement between the SC Department of Health and Environmental Control's (SC DHEC) Bureau of Air Quality and Lexington County which have been signed by SC DHEC and 2 copies of the Certification Regarding Lobbying Form. The enclosed is a cooperative agreement to provide funds to aid the Grantee in reducing diesel emissions to improve air quality.

Please sign and return SC DHEC's copy of the fully executed agreement and the Certification Regarding Lobbying Form to my attention within 15 days from date of receipt of this certified package. I will forward copies to Adam Page in the Bureau of Air Quality. Should you have any questions, please contact Pam Helton at (803) 896-8960.

Sincerely,

Debra W. Lybrand
Administrative Manager
Office of Management Services
Environmental Quality Control

DWL/pvh

Enclosures (4)

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative



Grant Agreement Number: EQ-0-764

AIMS Number: _____

**GRANT AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
BUREAU OF AIR QUALITY
AND
LEXINGTON COUNTY**

This Grant Agreement shall be between the South Carolina Department of Health and Environmental Control, Bureau of Air Quality (hereinafter referred to as DHEC) and the Lexington County, (hereinafter referred to as the Grantee). This grant is awarded from the 2009 Diesel Emissions Reduction Act (DERA) funding under the American Recovery and Reinvestment Act (ARRA) and is a cooperative agreement to provide funds to aid the Grantee in reducing diesel emissions to improve air quality.

The parties to this Agreement agree as follows:

A. SCOPE OF SERVICES

Funds will be used to install twenty-three (23) Diesel Oxidation Catalysts (DOCs) and ten (10) Crankcase Ventilation Filters (CCVs) on county vehicles using EPA verified technologies. See *Attachment 1 for the detailed workplan and budget for this project.*

The Grantee's staff will be responsible for ensuring that all necessary data and information are obtained. This includes hours of operation, fuel usage, and status of the project. The Grantee's staff will track and measure progress of the projects and prepare quarterly reports and a final report using the State DERA Program Template (Word Document Format) provided by DHEC. See *Attachment 2.*

Grantee will be responsible for maintaining supporting documentation such as payroll records and personnel files for jobs created or retained in the performance of the scope of services.

B. TIME OF PERFORMANCE

This Agreement will be **effective beginning on the date of the last signature and will terminate August 30, 2010**. DHEC reserves the right to extend the term of the Grant Agreement and such extension will be issued in a written amendment prior to the agreement expiration date and is dependent upon subsequent availability of funds.

C. COMPENSATION

DHEC agrees to reimburse the Grantee, following the submittal of the required documentation as listed in number C.1. below, each quarter, for all allowable costs incurred, on a quarterly basis (January, April, July and October), up to 90% of the total grant award, provided the total amount paid under this Agreement does not exceed **\$29,961.00**. The balance of the grant award will be paid after all FINAL reports, documentation, and invoices have been submitted and approved by the authorized DHEC staff.

1. Invoicing and Reporting

Once every three (3) months during the Agreement period and following the performance of services described in Section A, the Grantee **MUST** submit to DHEC the following three items (due October 5, January 5, April 5, July 5 and October 5) **BEFORE** payment will be made. Information included on the following should reflect activities and expenses incurred during the prior quarter (for example, the paperwork due October 5 covers the July 1 - September

30 timeframe). MBE/WBE reporting must be submitted to DHEC according to the time-line in this agreement BEFORE payment will be made. Additionally, these items MUST be submitted using forms and guidelines approved by DHEC.

Invoices: Quarterly request for payment. All invoices submitted by the Grantee should report the amount of the federal and non-federal funds expended. Form provided by DHEC. *See Attachment 3.*

Progress Reports: Grantee shall complete the Progress Reports in the Word Document Format provided by DHEC (*see Attachment 2*). Reports should include information on all activities occurring within the past quarter. Any difficulties, successes or delays should be noted and described in the reports as well.

Section 1512 ARRA Reporting: Grantee shall complete Section 1512 ARRA Reporting in the Excel Document Format provided by DHEC as outlined on page 2 of this agreement. *See Attachment 5.*

GRANTEE REPORTING - SEMI-ANNUAL: Twice a year (semi-annually) during the Agreement period and following the performance of services described in Section A, the Grantee MUST submit a MBE/WBE Form to SC DHEC. The MBE/WBE MUST be submitted using forms and guidelines provided by SCDHEC staff. *See Attachment 4.*

MBE/WBE Forms: Reconciled MBE/WBE form that lists the names and addresses of all Minority-, Woman-, or Other- owned business enterprises that were expended for any project expense excluding Personnel Expenses, Fringe Expenses, or Travel Expenses. EVERY procurement outside of Personnel, Fringe or Travel MUST be included on the MBE/WBE form and it must reconcile with the submitted invoice. Form provided by DHEC. *See Attachment 4.*

2. Source of Funds

Compensation for performance of services will be reimbursed with funds made available from the US Environmental Protection Agency through Cooperative Agreement #2D95421909-0, State Clean Diesel Grant Program (J369) under the American Recovery and Reinvestment Act (ARRA).

DHEC's Point of Contact for financial information regarding payments made under this contract:

Ronnie Belleggia, Assistant Bureau Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201-1708

Contact the DHEC, Air Assessment and Planning Section directly for questions regarding invoices, MBE/WBE forms, quarterly reporting, and/or as an initial point of contact for any basic contract questions. Contact information is as follows:

Adam Page
Air Assessment and Planning Section
DHEC Bureau of Air Quality
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898-1423

3. Travel

No travel expenses will be paid under this agreement.

4. Other Requirements

The Grantee agrees to provide documented in-kind services and/or capital funds in the amount of **\$13,289.00** in order to fulfill the tasks outlined above in Section A. Scope of Services.

D. REPORTING REQUIREMENTS

1. Quarterly Reporting

Section 1512 of the ARRA Reporting Requirements: In order for state agencies receiving ARRA funds to prepare the required reports to FederalReporting.gov, Grantee agrees to provide the following information on a quarterly basis, in accordance with the below schedule:

Calendar Quarter	Due Date to DHEC Program
2/17/09 – 9/30/09	Monday, 10/5/09
9/01/09 - 12/31/09	Tuesday, 1/5/10
1/01/10 - 3/31/10	Monday, 4/5/10
4/01/10 - 6/30/10	Tuesday, 7/6/10
7/01/10 - 8/30/10	Tuesday, 9/7/10

FOR DETAILED DESCRIPTION OF DATA ELEMENTS GO TO RECOVERY.GOV AND VIEW DATA DICTIONARY.

1. For any agreements and/or contracts equal to or greater than \$25,000, the Subrecipient Federal Reporting Template Attachment 5 must be completed : (report data as of the end of the reporting quarter)
 - a. The DUNS number;
 - b. Contract number issued by DHEC;
 - c. Congressional District;
 - d. The amount of the contract award;
 - e. Total amount of award received;
 - f. Date contract signed;
 - g. The primary place of performance including the city, state, zip+4, congressional district and country;
 - h. The names and total compensation of each of the five most highly compensated officers of the company for the calendar year in which the award is awarded if:
 - 1) In the recipient's preceding fiscal year, the recipient received:
 - a) 80% or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - b) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - 2) The public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;
 - i. An estimate of the number of jobs created and /or retained;

At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects, activities, or federally awarded contracts managed directly by the recipient or federal contractor. For grants and loans, the number shall include the number of jobs created and retained by sub recipients and vendor. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the recipient or federal contractor.

For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter. A job cannot be reported as both created and retained.

- j. An evaluation of the completion status of the project or activity;
 - k. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
2. For any contracts of less than \$25,000 or to individuals: the information required above (1) may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

NOTE: The ARRA reporting and monitoring requirements are constantly changing. If additional information is required during the contract period, DHEC will notify you of the ARRA changes and requirements. ARRA information should be reported to the DHEC program area and DHEC will provide this information to the Federal government. The DHEC contractor should NOT directly enter this information on the www.FederalReporting.gov website.

2. Progress Reports

As required by EPA, the Grantee agrees to furnish a progress report to DHEC for every three-month period contained in the agreement. This report shall be in a Word Document format provided by DHEC and will describe the progress of objectives and milestones as stated in the workplan. This report will include hours of usage and fuel usage on the vehicle or piece of equipment. Reports will be due to DHEC on October 5, January 5, April 5 and October 5 until the grant is closed (see *Section C: Compensation*).

3. Final Reporting

Upon the end of the grant, the Grantee agrees to submit a Closeout (final) report using the Formats provided by DHEC (see *Attachments 2, 3, 4 and 5*).

Final Technical Project Report due 30 days after grant ending date.

Final Invoice and Matching Report due 30 days after grant ending date. The Grantee's final invoice will reflect the balance of the allowable reimbursable costs and the total project match calculations.

Final Financial Report due 45 days after grant ending date.

Final Mbe/Wbe Report due 45 days after grant ending date.

The Grantee will produce and print a high quality illustrated fact sheet that describes the project and results at the end of the grant. No additional funds can be made available from the federal portion of the grant funds to cover the cost of this fact sheet.

In accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the Grantee agrees to use recycled paper and double sided printing for all reports that are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration (see *Section E: Terms and Conditions* for recycling terms).

4. Outputs

Informational materials, including but not limited to reports, manuals, brochures, fact sheets, newsletters, posters, videos, and internet home pages, produced under a project funded by a State Clean Diesel Grant must acknowledge DHEC and the US EPA as the funding source by including this phrase, **"This project was funded wholly or in part by the U. S. Environmental Protection Agency under the American Recovery and Reinvestment Act with the State Clean Diesel Grant awarded to the SC Department of Health and Environmental Control (DHEC)."**

E. TERMS AND CONDITIONS (Additional terms, conditions, and reporting requirements may develop in the future under the ARRA that are not outlined below.)

1. Adherence to Federal Regulations

The Grantee will comply with the federal regulations as described in 40 CFR Parts 31 & 35 Subpart A, General Grant Regulations for Assistance Programs. The provisions of the agreement are contingent upon any possible revision of federal regulations and requirements governing State Clean Diesel Grants.

2. Amendments

Any changes to this Agreement, which are mutually agreed upon between DHEC and the Grantee, shall be incorporated in written amendments to this Agreement.

3. Appropriations

Notwithstanding any other provisions of the Agreement, the parties hereto agree that the charges to DHEC by the Grantee are payable from appropriations, grants, and monies from the State Legislature and other governmental entities. In the event sufficient appropriations, grants, and monies are not made to DHEC to pay the charges hereunder, this agreement shall terminate without further obligation of DHEC. In such event, DHEC shall certify to the Agreement the fact that sufficient funds are not available to DHEC to meet the obligations of the agreement and such written certification shall be conclusive upon the parties.

4. Audit 1

All Grantees, except for profit entities, that expend \$500,000 or more in federal awards from all sources during their fiscal year shall have a single or program, specific audit conducted for that fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, dated June 27, 2003.

A Grantee which expends less than \$500,000 a year in total federal awards, from all sources, is prohibited from charging the cost of a financial statement audit conducted in accordance with GAAS or generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States to federal awards.

Not later than 30 days after receipt of the audit report, the Grantee agrees to send one copy of any audit conducted under the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, dated June 27, 2003 to:

DHEC
Office of Internal Audits
2600 Bull Street
Columbia, SC 29201

Entities that are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

As a subrecipient, if you utilize an indirect cost rate, you must provide a copy of the approved indirect cost rate letter from your federal cognizant agency, or an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this grant.

5. Audit 2

Grantees who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise reasonable concern regarding compliance with grant conditions. Such engagements may not be paid for by DHEC pass through funds.

6. Conflict of Interest

Personnel and other officials connected with this grant shall adhere to the requirements given below.

a. Advice - No official or employee of a state or unit of local government or of non government Grantees/sub-Grantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding application, request for a ruling or other determination, agreement, grant cooperative agreement, claim, controversy or other particular manner in which these funds are used, where to the person's knowledge or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee of any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

b. Appearance - In the use of these agreement funds, officials or employees of state or local units of government and nongovernmental Grantees/sub-Grantees shall avoid any action which might result in, or create the appearance of: 1) using the person's official position for private gain; 2) giving preferential treatment to any person; 3) losing complete independence or impartiality; 4) making an official decision outside official channels; or 5) affecting adversely the confidence of the public in the integrity of the governmental or the program.

7. Copyright

DHEC shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this agreement.

8. Suspension and Debarment

Grantee shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing business with Other Persons)." Grantee is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Grantee is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Grantee may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. Demonstration of Progress and Eligibility

Upon request the Grantee shall demonstrate to DHEC satisfactory progress in meeting the schedule of milestones and continuing eligibility for the DERA Grants. Such demonstration may include providing information, data, and reports deemed necessary by DHEC.

10. Discrimination

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

11. Drug-free Workplace

The Grantee must certify to DHEC that it will provide a drug-free workplace by:

a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

- b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations;

- c. making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by item a.;

- d. notifying the employee in the statement required by item a., that as a condition of employment on the grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction;

- e. notifying DHEC within 10 days after receiving notice under item d. (2) from an employee or otherwise receiving actual notice of the conviction;

- f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44.107.50 (SC Code of Laws); and

- g. making a good faith effort to continue to maintain a drug-free workplace through implementation of items a., b., c., d., e. and f.

12. Equipment

Title to equipment will vest with Grantee based on consistency with the State Clean Diesel Grant Program. Equipment may be utilized by other cooperating entities, as long as equipment usage is consistent with the State Clean Diesel Grant Program. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of over \$5,000. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment. Equipment purchased is to be utilized during the grant agreement period and maintained per manufacturer's recommendations. Equipment is to be utilized by Grantee and other cooperating entities for the full manufacturer's life expectancy.

13. Hotel/Motel

The Grantee agrees to ensure that all conference, meeting, convention or training space funded in whole or in part with federal funds, complies with The Hotel Motel Fire Safety Act of 1990.

14. Insurance

The Grantee shall be responsible for any liability for loss of damage to person or property arising from acts of the Grantee or his employees in performance of this Agreement. The Grantee shall maintain appropriate insurance policies as required by the State of South Carolina. The Grantee agrees and understands that neither the Grantee, its employees nor agents is covered by any professional or tort liability insurance maintained by DHEC.

15. Law Applicable

This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this agreement, the Grantee agrees to submit himself-herself to the jurisdiction of the courts of the State of South Carolina in all matters arising or to arise hereunder, including but not limited to performance of said Agreement and the payment of all licenses and trades of whatever kind or nature applicable thereto.

16. Lobbying Disclosure Act

The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Grantee who makes a prohibited expenditure under Title 40 CFR part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Pursuant to EPA's annual Appropriations Act, the chief executive officer of Grantee shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the Grantee agrees to provide certification to the award official via EPA Form 5700-35, Lobbying and Litigation Certificate, within 90 days after the end of project period.

The Grantee shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 Grantee shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of federal grant funds to participate in various forms of lobbying or other political activities.

17. Disadvantaged Business Enterprises

The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE GOALS: The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair share" goals and objectives negotiated with EPA as follows:

SOUTH CAROLINA

Construction:	3.6%MBE	and 2.4%WBE (all SRF)
Services:	11.0%MBE	and 11.0%WBE
Equipment:	10.0%MBE	and 10.0%WBE
Supplies:	9.0%MBE	and 9.0%WBE
UST Services:	0.0%MBE	and 1.44%WBE

PURPOSE AND OBJECTIVE: The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

BID DOCUMENTS FOR PRIME AND SUBCONTRACTORS: The Grantee agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

REQUIRED STEPS AND DOCUMENTATION: The Grantee agrees to follow the six affirmative steps or positive efforts stated in 40 CFR §30.44(b), 40 CFR §31.36(e), or 40 CFR §35.6580, as appropriate, and retain records documenting compliance.

REPORTING: The Grantee agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the federal fiscal year reporting period the Grantee receives the award and continuing until the project is completed. These reports must be submitted for the periods ending March 31st and September 30th to *ATTN: Adam Page, Air Assessment and Planning Section, DHEC, Bureau of Air Quality, 2600 Bull Street, Columbia, SC 29201* no later than April 5th and October 5th (see *Section C: Compensation*).

RACE AND GENDER NEUTRAL ACTION: If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the Grantee agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

SMALL AND RURAL BUSINESSES: In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under the assistance agreement to utilize small business located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in 40 CFR 30.44(b), 31.36 or 35.6580 as appropriate, in the award of any contracts under this assistance agreement. Compliance with this requirement will be monitored during management review conducted by EPA.

18. Penalty Clause

All services listed within this Agreement are to be completed. In the event that the grantee defaults in the performance of the services as provided for in this agreement, the grantee will be required to correct or reperform at no cost to DHEC. The grantee agrees to reimburse DHEC for any final disallowances to this Agreement made as a result of an audit for charges made by Grantee during the performance of this agreement.

19. Records Retention

Records with respect to all matters covered by this agreement shall be retained by the Grantee for six years after the end of the grant period, and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period the records shall be retained until resolution of the audit findings.

20. Recycled Paper

Grantee shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

21. Sub-Grantee

Work or services performed under this agreement may not be sub-granted.

22. Termination

This Agreement may be terminated by either party by giving written notice at least 30 days prior to the effective date of such termination. DHEC may terminate this Agreement for cause, default or negligence on the part of the Grantee at any time without thirty days advance written notice.

23. Preventing and Reporting Fraud, Waste and Abuse

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.

Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 830-896-0650 or toll-free at 1-866-206-502. The Contractor is required to inform Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

24. License/Accreditation

The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Grantee will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Grantee.

25. Trafficking Victims Protection Act of 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this grant agreement:

- a. The EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the EPA at 2 CFR part 1532. You must inform DHEC immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
- b. EPA's right to terminate unilaterally that is described in paragraph a. of this Award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any sub-award you make to a private entity.

Prohibition Statement – You as the Grantee, your employees, subrecipients under this award, or subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

26. Delays or Favorable Developments

The Grantee agrees that it will promptly notify DHEC of any problems, delays, or adverse conditions that may materially impair its ability to deliver on the outputs/outcomes specified in the accepted proposal. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

The Grantee agrees that it will also notify DHEC of any favorable developments that may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

27. Scrappage or Remanufacture

The recipient agrees to complete scrappage or remanufacture in the case of repowers and replacement for all projects funded under this assistance agreement, including subawards/subgrants. To be considered a repower or replacement,

the purchase of new vehicles, engines, and equipment must be accompanied by the scrappage or remanufacturing of old vehicles, engines and equipment. The purchase of new vehicles, engines or equipment to expand a fleet is not covered by this assistance agreement.

Scrappage is defined as a permanently disabled engine or vehicle, no longer suitable for use. Engine scrappage can be completed by drilling a hole in the engine block and manifold. Vehicle scrappage requires permanently disabling the chassis, e.g. cutting it in half. Other acceptable scrapping methods may be considered, with EPA approval. Owner/operators of the original vehicle or equipment may retain possession of the scrapped engine and chassis.

If scrapped or salvaged engines/vehicles are to be sold, program income requirements apply. Evidence of appropriate disposal, including the engine serial number and/or Vehicle Identification Number (VIN), is required in a final assistance agreement report submitted to EPA.

For engine power and/or vehicle replacement, the recipient agrees to the following:

- a. The vehicle, engine, or equipment being replaced will be scrapped within ninety (90) days of the replacement, or the replaced vehicle, engine, or equipment will be returned to the original engine manufacturer for remanufacturing to a cleaner standard;
- b. The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines);
- c. The replacement vehicle, engine, or equipment will be the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g., a 300 horsepower bulldozer is placed by a bulldozer of similar horsepower);
- d. Early Replacement: Funds may be used for the early replacement of vehicles, engines and/or equipment. Emission reductions that result from vehicle, engine, or equipment replacements that would have occurred through normal attrition are considered to be the result of normal fleet turnover and are not eligible costs under this assistance agreement. The recipient must provide evidence that the replacement activity would not have occurred without the financial assistance provided by EPA. Supporting evidence can include verification that the vehicles or equipment being replaced have useful life left and fleet characterization showing fleet age ranges and average turnover rates.
- e. For tire replacement projects, the original tires should be scrapped according to local or state requirements, or the tires can be salvaged for reuse or retreading. The salvaged value of the original tires must be treated as program income.

28. Buy American Use of American Iron, Steel, and Manufactured Goods

Grantee agrees that in accordance with ARRA, Section 1605, neither grantee or vendors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. EPA will apply this provision in a manner consistent with United States obligations under international agreements. Recipient agrees to comply with any further guidance from OMB applicable to this provision.

This term and condition shall not apply in the case or category of cases in which the Administrator of EPA or a designated Agency official finds that (1) applying the term and condition (a) would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

If the grantee believes that this term and condition does not apply to a transaction financed with funds from this grant either (1) because a waiver is appropriate or (2) the requirement is inapplicable to the transaction, the grantee must submit, in writing, a detailed explanation for its position to EPA's project officer prior to entering into the transaction.

The grantee may not proceed with the transaction until it receives written approval from the Administrator or other designated Agency official as set out in ARRA, Section 1605.

29. Wage Rate Requirements

All laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this grant shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. The grantee must include a term and condition requiring compliance with this provision in all loan recipients, procurement contracts and sub-grants and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontract and other lower tiered transactions. The term and condition must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to ARRA funds.

30. Payments to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2008, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

31. OMB Guidance

This award is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States office of Management and Budget, including the initial implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

32. American Recovery and Reinvestment Act Logo

This project receives funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and **the Grantee must display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment.** If the EPA logo is displayed along with the Recovery Act logo and logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the Grantee received financial assistance from EPA for the project.

The Recovery Act emblem, high-resolution versions in AI, EPS, JPG, PDF, PNG and TIF formats are available in a zip file linked from <http://www.recovery.gov/?q=content/president-and-vice-president-unveil-new-recovery-emblem-download-available>.

33. Davis Bacon Act

For the purposes of this term and condition, EPA has determined that the following Diesel Emissions Reduction activities are subject to the Davis Bacon Act (DBA).

- Construction activities conducted in conjunction with the installation of any diesel emissions reduction technology, such as the installation of a Truck Stop Electrification (TSE) system.
- Construction activities conducted in conjunction with the installation or replacement of a heavy generator.

- Installation of verified technologies by construction laborers and/or construction mechanics on-site at a construction site on vehicles and/or equipment at the construction site.
- Repower projects conducted by construction laborers and/or construction mechanics on-site at a construction site on vehicles and/or equipment at the construction site.

Most other DERA funded activities, such as other retrofit, repower, and replacement projects do not trigger DBA requirements. However, if a recipient encounters a unique situation at a site that presents uncertainties regarding David Bacon applicability, the recipient must discuss the situation with EPA before authorizing work on that project.

Recipient shall comply with Division A, Title XVI, §1606 of the Recovery Act, where applicable. Pending a final award condition and guidance from EPA, projects subject to the Davis Bacon Act, as defined above, shall not proceed with any contract bidding or contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1.

34. On-Site Inspections and Open Audit Recommendations

Grantees will be required to submit vehicle identification numbers for any vehicle or piece of equipment that is being retrofitted, repowered, or any other diesel emissions reduction technology applied to it. Grantees will also be required to submit serial numbers of the technology (ex: retrofit device like a Diesel Oxidation Catalyst or a Diesel Particulate Filter) that is applied to the vehicle or equipment. DHEC staff will perform on-site inspections and audits of projects both announced and unannounced to determine that all conditions are met and that all work is being performed as originally outlined and planned. If there are any irregularities, criminal acts, or fraudulent activities suspected the EPA Office of Inspector General will be contacted. More information can be found on EPA's website at <http://www.epa.gov/oig/recovery.htm> and <http://www.epa.gov/oig/reports/2009/20090714-09-X-0196.pdf>.

35. Inspection of Records

In accordance with ARRA Sections 902, 1514 and 1515, Grantee agrees that it shall permit the State of South Carolina, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Grantee or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Grantee shall include this provision in all of the grantee's agreements with its subcontractors from whom the grantee acquires goods or services in its execution of the ARRA funded work.

36. False Claims Act

Grantee agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claim Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

37. Enforceability

Grantee agrees that if grantee or one of its subcontractors fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and Federal laws.

38. Prohibition On Use of ARRA Funds

Grantee agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

39. ARRA Funded Project

Funding for this agreement has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All grantees and contractors, including both prime and subcontractors, are subject to audit by appropriate Federal or State of South Carolina (State) entities. The State has the right to cancel, terminate, or suspend the agreement if any grantee, contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

The parties to this agreement hereby agree to any and all provisions of the agreement as stated above.

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL	LEXINGTON COUNTY
BY: 	BY:
TITLE: Deputy Commissioner Environmental Quality Control	TITLE
DATE: 2/2/10	DATE:
WITNESS: 	WITNESS:

By checking this box the Grantee agrees to not perform any on-site work that would subject the Grantee to Davis Bacon Act requirements outline above in Section E: Terms and Conditions.

MAILING ADDRESS:

Katherine Hubbard
County Administrator
212 South Lake Dr.
Lexington, SC 29072
(803) 785-8100
(803) 785-8101 (fax)

FEIN: 576000379

Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com): 030115885

PROPOSED DIESEL RETROFIT PROJECT FOR LEXINGTON COUNTY DIESEL VEHICLES

Contacts:

Synithia Williams
Environmental Coordinator
Phone: 803-785-8634
Email: swilliams@lex-co.com

Frank Powers
Assistant Fleet Manager
Phone: 803-785-8380
Email: fpowers@lex-co.com

1. Air quality description of Lexington County

Lexington County South Carolina is located in the Central Midlands region and is the second largest county in South Carolina. Lexington County was designated non-attainment for the 1997 ground level ozone standard, but was able to defer non-attainment through participation in the Early Action Compact. In March 2008 the Environmental Protection Agency lowered the ground level ozone standard to .075 ppm which places Lexington County in the position of being designated as non-attainment for the 2008 ozone standard.

In addition, there are two major interstates located in Lexington County that clogged with traffic congestion at different parts of the day. US Highways 1 and 378 also cross Lexington County along with State Highway 6. All three of these highways experience major traffic congestion daily.

Diesel emissions are a large contributor of air pollution in Lexington County. According to the Environmental Protection Agency's 2005 NEI Inventory, on road diesel emissions account for 984 tons of CO, 2810 tons of NO_x, 84 tons of PM_{2.5} and 182 tons of VOCs. Each of the pollutants has been linked to public health problems such as asthma and heart disease and environmental concerns such as global climate change. The effect of these pollutants on respiratory illness can have a significant effect on the health of residents in Lexington County. According to the American Lung Association's 2007 State of the Air Report, 40% of the population in Lexington County suffers from respiratory or cardiovascular disease. They are especially harmful for children and the elderly; in Lexington County 24.8% of the population is under the age of 18 and 11.07% of the population is over the age of 65.

Lexington County has 65 on and off road heavy duty diesel vehicles as part of its fleet. These vehicles include motor graders, rollers, front loaders, diesel trucks and various other equipment that are used daily for maintenance of County roads and right-of-way, on County construction projects and at the County's landfill. This equipment is in use from Chapin to Swansea, Batesburg-Leesville to West Columbia exposing citizens all over the County to diesel emissions daily.

2. Project description

Lexington County has been proactive in looking for ways to reduce vehicle emissions of its fleet. The County began the process by implementing an anti-idling policy on high level ozone days and took it a step further by installing anti-idling controls on some heavy equipment. The County is ready to continue to be proactive by retrofitting it's on road diesel vehicles with emission control devices. The County has developed a plan for to retrofit the on-road equipment with crankcase ventilators (CCV) and DOCs.

Retrofit equipment will be purchased from a qualified vendor using only EPA verified diesel retrofit technologies. The equipment will be installed by Lexington County Fleet Service staff.

If the South Carolina Department of Health and Environmental Control chooses to fund our project the schedule would be as follows.

- March 1, 2010-Order 23 DOCs and 10 CCVs from approved vendor
- April 1, 2010-Begin installing equipment on vehicles
- August 31, 2010-Complete installation of equipment onto vehicles

3. Estimate of proposed project costs

Lexington County has received quotes from vendors for this project. The average of those quotes is listed in the table below.

Retrofit Equipment	Quantity	Parts Cost w/ Sales Tax	Labor Cost	Total Costs
DOC	23	\$27,018	\$6,086.00	\$33,104.00
CCV	10	\$2,943	\$7,203.00	\$10,146.00
	TOTAL	\$29,961	\$13,289.00	\$43,250.00

Lexington County is asking for \$29,961 in funding from SCDHEC for the cost of the parts. County staff will install the equipment worth an estimated \$13,289.00.

4. Estimated Annual Emissions Reductions from Retrofits

	PM%	HC%	CO%
On-Road w/ CCV & DOC	40%	75%	60%

Estimates are based on average reductions for the type of equipment as provided by a vendor. Estimates were calculated using the EPA Diesel Emissions Quantifier.

ATTACHMENT 2

STATE ARRA DERA PROGRAM

[Entity Name] [Grant Number]

Quarterly Report Narrative Template

Period: [Date to date]

Environmental Results:

- 1) Describe the progress of objectives and milestones as stated in the workplan. Please provide the name, description and cost of equipment or technology purchased for the quarter. Provide a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the work plan. If anticipated outputs/outcomes are not met, provide reasons. Identify how and the date you will get back on course to meet the anticipated outputs/outcomes specified in the work plan if applicable.
- 2) Provide the hours of usage and fuel usage on the vehicle or piece of equipment.
- 3) Identify any problems encountered by projects for which a grant or loan is provided.

Budget:

- 1) Identify how much was spent in each budget category in the work plan during the reporting period.
- 2) Identify any problems or issues regarding the budget.
- 3) Please report, for any payments greater than \$25,000, the identity of the vendor by reporting the Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) if available. Otherwise please provide the name and zip code of the vendor's headquarters.

Public Relations:

- 1) Please identify public relations events taking place regarding this grant during this reporting period.
- 2) Identify any websites or other tools used to relay information about this grant to the public.

Jobs Created or Retained: A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that would not have continued to be filled were it not for Recovery Act funding. A specific example calculation is provided in section 5.3 of the OMB guidance (M09.21, page 35) (PDF). The estimate of the number of jobs should be expressed as "full time equivalents."

- 1) Please provide the number of jobs created or retained by this project expressed as "full time equivalents."

Additional updates/comments:

ATTACHMENT 3

SC Diesel Emissions Reduction Act (DERA) Grants Invoice

CFDA Number 66.040, ARRA State Clean Diesel Grant Program, EPA

DATE:

INVOICE #

MAIL INVOICE TO: Adam Page SC DHEC Bureau of Air Quality 2600 Bull Street Columbia, SC 29201	REIMBURSEMENT REQUEST #	MAIL PAYMENT TO: Katherine Hubbard County Administrator Lexington County 212 S Lake Drive Lexington, SC 29072
	EPA Grant #: 2D-95421909	
	DHEC Agreement #: EQ-0-764	
	DHEC Purchase Order #:	
	NAME OF THE PROJECT:	
	DHEC Project Manager: Adam Page	
	EXPENSES FOR THE PERIOD OF:	

DESCRIPTION OF FEDERAL AND NON-FEDERAL EXPENDITURES

FEDERAL EXPENDITURES:	PREVIOUS AMOUNT	CURRENT AMOUNT	CUMULATIVE AMOUNT
Personnel (Salary)			
Personnel (Fringe Benefits)			
Travel			
Equipment			
Supplies			
Other (specify)			
TOTAL REQUESTED			
NON-FEDERAL (MATCH) EXPENDITURES:	PREVIOUS AMOUNT	CURRENT AMOUNT	CUMULATIVE AMOUNT
Personnel (Salary)			
Personnel (Fringe Benefits)			
Travel			
Equipment			
Supplies			
Other (specify)			
Total Match Expenses	\$ -	\$ -	\$ -

CERTIFICATION STATEMENT:

I hereby certify that to the best of my knowledge that this invoice is an accurate and complete accounting of the expenses incurred and non-federal match provided in the performance of the above referenced grant agreement.

SIGNATURE

TELEPHONE

EMAIL

DATE

Directions: Please complete the Light Grey boxes.

The Print Area Starts Here.

Quarterly MBE/WBE Procurement Report

1. Reporting Recipient:		2. Contact or Authorized Representative:		2a. Project Name:		
3. Contact Number(s):		4. Contract # (EQ#):	5. Fund Number:	6. Purchase Order #:	7. Reporting Period:	8. Check Box if No Purchases:
9. Purchase Date (mm/dd/yy):	10. Select the type of Business Enterprise:	11. Indicate the type of Product or Service your project purchased and amount (\$):				12. Name / Address / and Telephone Number of Minority or Woman Owned Business:
		Construction	Equipment	Services	Supplies	
Subtotals:	Minority \$0.00	Women \$0.00	Other \$0.00	MBE/WBE TOTAL:		\$0.00

13. Signature of Authorized Representative: _____ **14. Date:*** _____

* This form is due 5 days after the end of March 31st and September 30th and with Final Reports. Submission dates are: April 5, October 5 and with Final Reports (45 days after the end date of subgrant).

#REF!

Version: 1.1

Vendors

Reporting Information

--

No.					
1					
2					
3					
4					
5					
6					
7					
8					



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: March 12, 2010
TO: Katherine Hubbard
FROM: John Fecht, Public Works Director
RE: FY 10 SCDOT Enhancement Grant Request

I have met with representatives of Cayce, West Columbia, and Springdale about the proposed Airport Boulevard Beautification Project (SC302). They are asking that we fund as much of the local match as we can with "C" Funds. Attached is an estimate and description of the overall project.

The enhancement grants are 80% (\$145,000) federal funds and 20% (\$36,250) local funds for a total project funding of \$181,250 for each entity. If all three are awarded a grant this would total \$543,750 with the local match portion being \$108,750. Our "C" Fund Special Projects available balance is \$90,250.

If the county asks for the same grant, the ratio is 60% - 40%. The 60% is \$145,000 federal funds and 40% is \$96,667 local funds for a total of \$241,667. Our match for this (\$96,667) would have to come out of another "C" Fund account and be transferred to Special Projects. If this happens, the total available funds would be \$785,417.

We do have an additional enhancement grant request from the Hallmark Homeowners Association for sidewalks from Seven Oaks Shopping Center on Bush River Road towards the Lake Murray Dam. I do not have an estimate yet of how far the sidewalks can be constructed for \$241,667 (local match \$96,667) but County Council needs to consider this also. We can only have one grant.

Grant applications are due April 6, 2010, so if County Council is to consider any of these options it needs to be approved at the March 23rd meeting. There are two important items to note: 1. SCDOT has indicated they will administer these projects without any engineering or construction management fees, so potentially all of the grant funds will be for improvements only, not engineering and construction management. 2. Since the Airport Boulevard project is extremely expensive it will have to be phased and prioritized. This has not been done yet. Also, a lot of details need to be worked out prior to April 6th.

Please present to the Public Works Committee these proposals for March 23rd meeting and it needs to go to the County Council that same day. The issues are as follows:

1. Consider each Municipality's request for match - \$36,250 each, total \$108,750, Special Projects balance \$90,250.
2. County applies for same grant with a local match of \$96,667. Funds would have to be transferred from another "C" Fund account.
3. Hallmark Subdivision sidewalks \$96,667 local match.

Only one of items 2 or 3 can be requested.

Attachments

JENNIFER T. CUNNINGHAM
City Administrator
MYRON F. CORLEY
Deputy City Administrator
BRIAN E. CARTER, AICP
Director of Planning & Zoning
RICHARD K. HODGE, CPA
City Treasurer
MARTA V. MCKINNON, CMC
City Clerk
JOSEPH W. "JOE" OWENS
Utilities Director
DONNA M. SMITH
Director of Economic Development



City of West Columbia
Bridging Past, Present and Future

BOBBY E. HORTON
Mayor
JACK L. HARMON
Mayor Pro-Tem
ERIC L. FOWLER
L. DALE HARLEY
BOYD J. JONES
MARSHA J. MOORE
TOMMY G. PARLER
CATHY SHANNON
B.J. UNTHANK
Council Members

March 12, 2010

Mr. John Fechtcl, Director of Public Works
County of Lexington
440 Ball Park Road
Lexington, SC 29072

Re: FY 2010 SCDOT Enhancement Grants

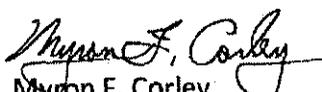
Dear John,

The City of West Columbia is requesting Lexington County's assistance by providing "C" funds as the city's match for an SCDOT Enhancement Grant Application. We are applying in partnership with the City of Cayce and the Town of Springdale for the Airport Boulevard (SC 302) Beautification Project. Per CMCOG application requirements, each entity can apply for a maximum of \$145,000 in federal funds with a 20% local match of \$36,250, bringing the total for each entity's application to \$181,250. Thus the three municipalities have a possibility of generating \$543,750 toward this project. There are still many details to work out but we are requesting Lexington County's commitment to provide the city's required 20% local match. We need a response to this request as soon as possible since the applications must be submitted to CMCOG by April 6, 2010.

Lexington County can further assist us by submitting its own application to CMCOG for Enhancement Funds for the Airport Boulevard Beautification Project. The added funding would provide a more substantial financial basis to support this project and our combined applications would provide a more comprehensive approach to addressing a regional concern.

Attached is a summary of the proposed project.

Sincerely,


Myron F. Corley
Deputy City Administrator

cc: Mayor and Council Members
City Administrator



CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
JAMES E. JENKINS

COUNCIL MEMBERS
KENNETH D. JUMPER
RICHARD N. MYERS
SUEVE ISOM

CITY MANAGER
JOHN C. SHARPE

ASSISTANT CITY MANAGER
TAMMY E. BARKLEY

March 12, 2010

Mr. John Fechtel, Director of Public Works
440 Ball Park Road
Lexington, SC 29072

Re: FY 2010 SCDOT Enhancement Grants

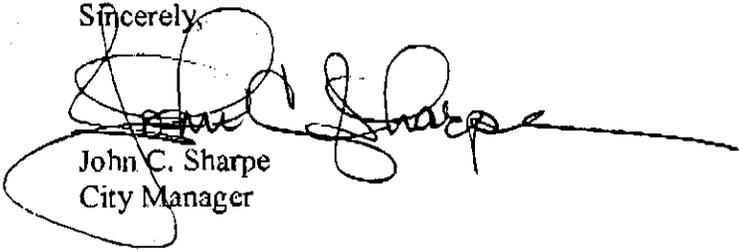
Dear John:

The City of Cayce is requesting Lexington County's assistance by providing "C" funds as the city's match for a SCDOT Enhancement Grant Application. We are applying in partnership with the City of West Columbia and the Town of Springdale for the Airport Boulevard Beautification Project (SC302). Per the Central Midlands COG application requirements, each entity can apply for a maximum of \$145,000.00 in Federal Funds with a 20% local match of \$36,250.00 bringing the total for each entity's application to \$181,250.00. The three municipalities have a possibility of acquiring \$543,750.00 toward the project. There are still details to work out, but we are requesting Lexington County's commitment to provide Cayce's required 20% local match. We would need a response to our request very soon since applications must be submitted to the Central Midlands COG by April 6, 2010.

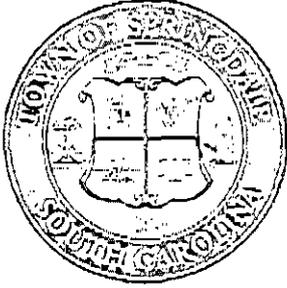
Lexington County can also join this effort by submitting its own application for grant funds to the COG for Enhancement Grant Funds for the Airport Boulevard Beautification Project. The combined applications would provide a more substantial financial basis to support the project. The combined applications would provide a more comprehensive regional approach addressing this issue.

Attached is a summary of the proposed project.

Sincerely,


John C. Sharpe
City Manager

Cc: Mayor & Council
Renee Harvey, Grants Administrator



Mayor
Pat G. Smith

South Carolina
SPRINGDALE

Town Hall • 2915 Platt Springs Road • Springdale, South Carolina 29170
Phone 803-794-0408 • Fax 803-791-0567
www.SpringdaleSC.com

Mayor Pro-Tem
Gus Manos

Council
Steve O. Hallman
Nancy S. Peters
J. Kevin Reeley
Juston L. Ricard
Jacob R. Wilkerson

Administrator
Natalie A. McKelvey

March 12, 2010

Mr. John Fechtel, Director of Public Works
440 Ball Park Road
Lexington, SC 29072

Re: FY 2010 SCDOT Enhancement Grants

Dear John,

The Town of Springdale is requesting the County's assistance in funding the upcoming SCDOT Enhancement Grant Cycle. Our application is due into the CMCOG office by April 6, 2010. We are applying for a grant this year in partnership with the City West Columbia and City of Cayce for the Airport Boulevard Beautification Project (SC302). To date there are still many details to work out but we are requesting the County commit as much as it can towards the 20% local match. This relates to a maximum of \$36,250.00 per entity. We also request the County to apply for this same grant and make it a four way partnership, a true regional approach.

Each entity's \$36,250.00 (20%) match will result in a \$145,000 (80%) state match or \$181,250.00 each. With three of the municipalities having the possibility of funding \$543,750.00 towards this project we feel it would be a great start in beginning this project.

Attached is a summary of our project.

Sincerely,

Natalie A. McKelvey

Natalie A. McKelvey
Town Administrator

HALLMARK HOMEOWNERS' ASSOCIATION, INC.

P . O. Box 211953
Columbia, SC 29221-6953

Officers:

George F. Hine, President
Edward R. Williams, Vice President
Ellen W. Bennett, Secretary
Ellis Reeves, Treasurer

Board of Directors:

Franklin Brown
George W. Johnson
John B. Reeves
Stephen Shaffer
Joe D. Stout

January 18, 2010

Mr. John Fechtel
Assistant County Administrator
Director
Lexington County Public Works Department
440 Ball Park Road
Lexington, SC 29072

Dear Mr. Fechtel,

During the last three and one half years the residents of the Hallmark Subdivision have made concerted efforts to bring to the attention of the South Carolina Department of Transportation (SCDOT) the severe safety issue in front of our subdivision confronting pedestrians traversing east along Old Bush River Road to the Seven Oaks Shopping Center. These people are walking with traffic along the side of the road on an eighteen inch (18") patch of ground between Old Bush River Road and a four (4') foot drop into a drainage ditch with no alternative walkway. We have taken the liberty to enclose some pictures of the area in question for your reference.

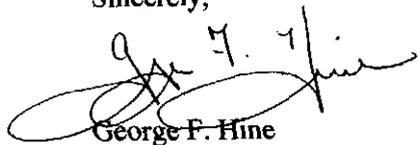
We have encouraged SCDOT to install drainage pipe in the existing drainage ditch, cover it over and install a sidewalk thereby allowing pedestrians a safe right of way on their egress to the Seven Oaks Shopping Center and other destinations in close proximity.

To date we have experienced absolutely no interest in accomplishing this effort with the position that there are "a lot of open drainage ditches in Lexington County requiring drainage pipe" and that SCDOT will not correct this problem using the well worn reason that "SCDOT currently does not have funds available for such construction". I have included correspondence from them dated October 23, 2008 in response to my letter to them dated September 30, 2008 (also included) for your convenience.

SCDOT has suggested that we approach Lexington County with the intent of acquiring "C" funds to use to fund this need.

We would appreciate your consideration of this problem and would be interested in working with you to reach an amicable conclusion.

Sincerely,

A handwritten signature in black ink, appearing to read "G. F. Hine", written over a large, loopy flourish.

George F. Hine
President
Hallmark Homeowners Association

Enclosures



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: March 12, 2010
TO: Katherine Hubbard
FROM: John Fechtel, Public Works Director
RE: SCDOT Pelion Road Request

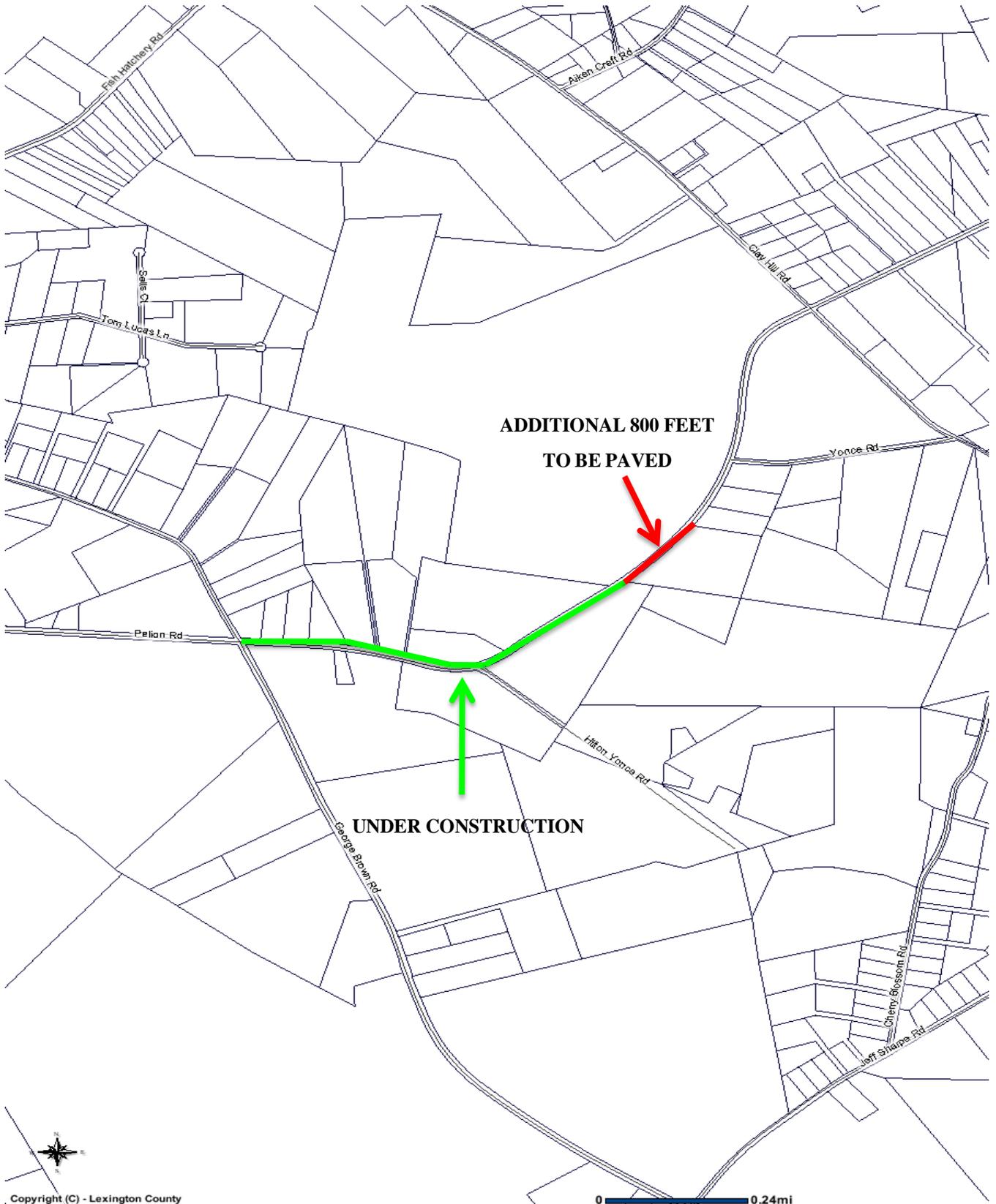
SCDOT is asking if County Council will approve \$90,000 to extend the current Pelion Road project 800' and if they can have an additional \$35,000 for a one inch overlay on a portion of the recently placed triple treatment paving. At this time they still have contingency of about \$200,000.

I recommend County Council approve the additional 800' of paving for \$90,000 (see map). The contractor had a problem with the placement of some of the triple treatment and will be placing a one inch overlay of HMA (hot mix asphalt) the rough section. They request \$35,000 to overlay the "good" triple treatment for extended life and to be consistent in their paving. I do not recommend this portion of their request.

Please present this to the Public Works Committee for their consideration and request that County Council consider it the same day.

Attachment

PELION ROAD
LEXINGTON COUNTY COUNCIL
DISTRICT 1



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



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Katherine Hubbard
From: Jim Starling
Date: 3/17/2010
Re: Pelion Airport – Visual Approach to Non-Precision Approach

The South Carolina Division of Aeronautics (SCDOA) has indicated that the runway approach at the Pelion Airport is being converted over from Visual Approach to Non-Precision Approach. This is considered a maintenance issue and Lexington County is responsible for funding 25% of the project through a grant match. The total project cost is currently estimated at \$12,000. The SCDOA will fund the total project and submit a 25% reimbursement request to Lexington County. Lexington County's 25% portion is estimated at \$3,000 and SCDOA's 75% portion is estimated at \$9,000.

The SCDOA is currently waiting on a commitment from Lexington County prior to proceeding with the project. Please have this place on the March 23rd agenda to be presented to the Airport Committee and then to full Council for approval.

**COUNTY OF LEXINGTON
AIRPORT CAPITAL PROJECTS
Annual Budget
Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Dec 2009-10	Amended Budget Thru Dec 2009-10	Projected Revenues Thru Jun 2009-10	Application Requested 2009-10	Application Recommend 2009-10	Approved 2009-10
*Airport Capital Projects 5801:								
Revenues: (Organization - 000000)								
457001	FAA Funding (AIP)	29,109	29,109	1,268,591	1,268,591			
458003	State Aeronautics Funds	0	0	96,000	96,000			
461000	Investment Interest	532	76	200	200			
821000	RET form General Fund SCDOA In-Kind	150,000	50,000	50,000	50,000	9,000	9,000	
** Total Revenue		179,641	79,185	1,414,791	1,414,791	9,000	9,000	
***Total Appropriation					1,514,456	9,000	9,000	
FUND BALANCE Beginning of Year					179,641	79,976	79,976	
FUND BALANCE - Projected End of Year					79,976	79,976	79,976	

Fund: 5801
Division: Airport
Organization: 580020 - Airport Projects

Object Code	Expenditure Classification	2008-09 Expend	2009-10 Expend (Dec)	2009-10 Amended (Dec)	BUDGET		
					2009-10 Requested	2009-10 Recommend	2009-10 Approved
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
* Total Operating		0	0	0	0	0	0
** Total Personnel & Operating		0	0	0	0	0	0
Capital							
549904	Capital Contingency	0	0	127,856	(3,000)	(3,000)	
599999	Capital Clearing	(79,649)	0	0			
5A7338	Apron & Taxiway Recoupment	61,741	87,363	481,259			
5A7339	Electrical Upgrade Phase I	0	0	0			
5A7340	T-Hanger Additions	0	0	527,000			
5A7341	Runway Improvements	0	0	0			
5A9354	Airfield Pavement Rejuvenation & Marking	17,908	0	20,714			
5AA260	Property Acquisition (RW 35 RPZ)	0	0	296,000			
5AA363	Beacon Replacement Project	0	13,448	15,000			
5AA426	Taxiway Realignment	0	0	46,627			
5AA541	Runway Approach Project				12,000	12,000	
** Total Capital		0	100,811	1,514,456	9,000	9,000	
*** Total Budget Appropriation		0	100,811	1,514,456	9,000	9,000	



County of Lexington
Department of Public Safety

FIRE SERVICE DIVISION



March 11, 2010

MEMORANDUM

TO: Katherine Hubbard, County Administrator
Bruce Rucker, Director of Public Safety

FROM: Russell Rawl
Fire Service Coordinator

REFERENCE: Volunteer Firefighter Membership/Application Summary

Outlined below is a summary of the volunteer membership and application summary for the period of January 1, 2009 – February 28, 2010.

Month	# Volunteers
January 1, 2009	255
January 31, 2009	248
February 28, 2009	261
March 31, 2009	267
April 30, 2009	260
May 31, 2009	257
June 30, 2009	261
July 31, 2009	275
August 31, 2009	268
September 30, 2009	277
October 31, 2009	270
November 30, 2009	270
December 31, 2009	279
January 31, 2010	268
February 28, 2010	268

Number of Volunteers that left the service **86**

- Volunteer firefighters transferred to part time status 4
- Volunteer firefighters transferred to full time status 4
- Volunteer firefighters terminated/resigned 78
 - Of those 78 that left the service 31 volunteers (40%) had less than 15 months experience

Reasons For Leaving

Resigned – no reason given	9
Resigned – no time to commit	14
Resigned – moved out of area	8
Resigned – did not want to adhere to grooming policy	1
Resigned – college/military	5
Resigned – new job	6
Resigned – medical	4
Resigned – unforeseen reasons	1
Resigned – family issues	1
Terminated – lack of training/participation/failure to comply IDC	17
Terminated – did not complete required training	7
Terminated – poor judgment/unacceptable behavior	5

Number of applications received January 1, 2009 – February 28, 2010 **--- 120**

- Denied due to background check 23
- Total number of applicants approved 97
 - Of those 97, 14 (14%) have already resigned

Volunteers by years of service

	Number	Percentage
• 31 years of service and over	- 17	6
• 26 – 30 years of service	- 12	4
• 21 – 25 years of service	- 18	7
• 16 – 20 years of service	- 16	6
• 11 – 15 years of service	- 31	12
• 6 – 10 years of service	- 40	15
• 1 - 5 years of service	- 51	19
• < one year of service	- 83	31

Volunteers by age group

- 18-25 years of age - 70
- 26-30 years of age - 35
- 31-40 years of age - 67
- 41-50 years of age - 48
- 51-60 years of age - 28
- 61 – 70 years of age - 12
- > 71 years of age - 8

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 10-03

**AN ORDINANCE TO AUTHORIZE INSTALLMENT PAYMENT OF REAL
PROPERTY TAXES PURSUANT TO SOUTH CAROLINA CODE SECTION
12-45-75**

WHEREAS, there has been some interest from taxpayers who desire for the County to accept installment payments of real property taxes during the tax year prior to the date on which the real property taxes are due; and

WHEREAS, a statute has been enacted by the General Assembly which allows for such payments as is set forth in South Carolina Code Section 12-45-75;

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

1. The provisions as set forth in South Carolina Code Section 12-45-75 that allow for the installment payment of real property taxes are hereby adopted and approved for Lexington County. The specific provisions of South Carolina Code Section 12-45-75 are attached hereto.
2. This Ordinance shall take effect for the 2011 real property tax year.

Enacted this _____ day of _____, 2010.

James E. Kinard, Jr.
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

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

Westlaw

Code 1976 § 12-45-75

Page 1

C

Code of Laws of South Carolina 1976 Annotated Currentness
 Title 12. Taxation (Refs & Annos)
 Chapter 45. County Treasurers and Collection of Taxes
 → § 12-45-75. **Installment payments of property tax.**

(A)(1) The governing body of a county may by ordinance allow each taxpayer owning a parcel of taxable real property within the county the option to pay property taxes in installments as provided in this section. An installment election is not allowed for taxes paid through an escrow account.

(2) A taxpayer electing to pay ad valorem taxes in installments or electing to opt out of paying in installments, must notify the county treasurer in writing no later than January fifteenth of the tax year for which the installment payments are applicable, and no earlier than December first of the preceding tax year. If the treasurer does not receive written notification from December first to January fifteenth, the taxpayer must pay ad valorem taxes in the same manner as the previous taxable year.

(3) The treasurer must notify the county auditor and county assessor of each taxpayer electing the installment payment option or electing to opt out of paying in installments. If the county assessor determines the property has diminished in value, an estimated property tax obligation must be adjusted to reflect the reduced value. Upon being notified of an adjustment for reduced value from the assessor, the county treasurer must notify the property owner of the adjusted estimated property tax obligation.

(B) An installment payment is based on the total property tax due for the previous property tax year, after applying all applicable credits and adjustments reflecting reduced value as determined by the county assessor. An amount equal to sixteen and two-thirds percent of the estimated property tax obligation must be paid to the county treasurer in each of five installments according to the following schedule:

In the case of the following estimates, the due date is on or before:

First	February 15
Second	April 15
Third	June 15
Fourth	August 15
Fifth	October 15

The remaining balance is due on or before January fifteenth of the following taxable year in accordance with Section

12-45-70. The treasurer must notify the county auditor of the amount of a property owner's payments received no earlier than October fifteenth and no later than November fifteenth. A notice of the remaining tax due and other authorized charges and information must then be prepared and mailed to the property owner.

(C) If a taxpayer electing to pay in installments does not timely make each payment pursuant to the schedule in subsection (B), the county may refuse to accept all other installment payments. If the county refuses to accept other installment payments, the remaining balance is due in accordance with Section 12-45-70.

(D) Estimated property taxes paid in installments during a property tax year are a credit against the total property tax due on the real property for the property tax year. The estimated property taxes paid in installments during a property tax year must be deposited by the county treasurer in an interest bearing account. The interest is to be retained by the treasurer to offset the administrative expenses of installment payments. Once final payment is made, and no later than January fifteenth of the following taxable year, the installment payments must be credited to the accounts of property taxing entities in the county in the same proportion that millage was imposed by such entities in the previous tax year with the necessary adjustments made to reflect current tax year millage impositions when property taxes for the current year are paid.

(E) If the credit allowed for estimated property tax paid during the property tax year results in an overpayment of property tax, the overpayment must be refunded to the taxpayer together with the actual interest earned by the county treasurer, running from the later of the due date of the installment resulting in the overpayment, without regard to additional amounts paid, or the actual date the overpayment was received by the county treasurer, to the date the refund is issued. Except that if the overpayment is issued to the taxpayer within forty-five days of the installment payment that resulted in the overpayment, the treasurer may retain the interest earned.

(F) Every tax notice for real property, for which the installment payment option has been elected, must contain a calculation of any estimated property tax due and a payment schedule and return envelopes for these payments.

(G) The payment of estimated property tax as provided in this section and the credit allowed arising from these payments in no way alters the due date, penalty schedule, and enforced collection of property taxes as provided by law.

CREDIT(S)

HISTORY: 1994 Act No. 443, § 1; 1995 Act No. 145, Part II, § 119D; 2005 Act No. 136, § 1, eff June 7, 2005; 2006 Act No. 388, Pt V, § 3.A, eff June 10, 2006.

EDITOR'S NOTE

2006 Act No. 388, Pt V § 3.B, provides as follows:

“Each county treasurer shall report to the General Assembly on the impact and implementation of the provisions of this section no later than sixty days after January 15, 2009. The report shall include, but is not limited to, the costs incurred, the interest retained, and the number of individuals electing to pay ad valorem taxes in installments.”

EFFECT OF AMENDMENT

The **2005** amendment, in subsection (A), designated paragraphs (1) and (2) and in paragraph (1) in the first sentence added “or monthly” preceding “installments” and at the beginning of the second sentence substituted “An” for “No”.

The **2006** amendment rewrote this section.

Code 1976 § 12-45-75, SC ST § 12-45-75

Current through End of 2009 Reg. Sess.

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END OF DOCUMENT

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

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 23RD DAY OF MARCH, TWO THOUSAND AND TEN, ADOPTED THE FOLLOWING:

WHEREAS, for 26 years, the National Association of Home Builders *Professional Builder* magazine and the NAHB Design Committee have hosted the housing industry's most esteemed design competition: the Best in American Living Awards, known as BALA; and

WHEREAS, the Saluda River Club received the highly acclaimed Best in American Living Award for Community Design for 2009 and is the first community in the Midlands of South Carolina to receive this award; and

WHEREAS, it is only the second time in the history of the awards, a South Carolina community, Lexington's and the Midland's Saluda River Club, a Lifestone Communities development, has been recognized; and

WHEREAS, the BALA award is given each year based on development concept, site plan, quality of public spaces, special environmental features and curb appeal; and

WHEREAS, the Saluda River Club is located on the Saluda River off Corley Mill Road in the heart of historic Lexington, South Carolina and offers the beauty and vitality of one of the state's most beloved natural resources; and

WHEREAS, developers Walter Taylor, Bill Theus, and Andy White have created an innovative residential development with a distinctive Low Country flavor and now their design has been recognized as among the finest in the United States.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council hereby recognizes Saluda River Club and it's developers for receiving the **Best in American Living Award for 2009** on March 23, 2010.

James E. Kinard, Jr., Chairman

William B. Banning, Vice Chairman

William C. Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk



APPOINTMENTS BOARDS & COMMISSIONS

March 23, 2010

JIM KINARD

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

DEBBIE SUMMERS

Board of Zoning Appeals - Mark Bostic - Term expired 12/31/09 - Eligible for reappointment - *Confirmed desire to serve another term*

JOHN CARRIGG

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

TODD CULLUM

Health Services District - Vacant - Term expired 03/10/09

AT-LARGE:

River Alliance - George M. Rentz, Economic Development Subcommittee Appointee - Term expired 01/26/10 - Resigned effective 10/15/09

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



COMMITTEE REPORT

RE: DHEC Solid Waste Mattress Recycling Grant Application

DATE: March 12, 2010

COMMITTEE: Solid Waste

MAJORITY REPORT: Yes

The Solid Waste Committee met on Tuesday, March 9, 2010, to review the request from the Solid Waste Management Department for the South Carolina Department of Environmental Control (DHEC) Solid Waste Mattress Recycling Grant Application.

Mr. Dave Eger, Solid Waste Management Director, presented a request to apply for the DHEC Solid Waste Reduction and Recycling Grant for Increased Collection Programs in the amount of \$49,750. There is no County match required. The proposed grant request is for the implementation of a collection and recycling program for waste mattresses and box springs delivered to the Edmund C&D Landfill. The funds will cover costs for services of a contracted mattress recycling company for the first year of the program, a trailer to hold the mattresses and box springs, and site preparation for a new loading dock at the landfill.

The Solid Waste Committee voted unanimously to recommend to full Council to approve staff's request to apply for the DHEC Solid Waste Mattress Recycling Grant.



COMMITTEE REPORT

RE: DHEC Solid Waste Tire Grant Application

DATE: March 12, 2010

COMMITTEE: Solid Waste

MAJORITY REPORT: Yes

The Solid Waste Committee met on Tuesday, March 9, 2010, to review the request from the Solid Waste Management Department for the South Carolina Department of Environmental Control (DHEC) Solid Waste Tire Grant Application.

Mr. Dave Eger, Solid Waste Management Director, presented a request to apply for the DHEC Solid Waste Tire Grant in the amount of \$5,750. There is no County match required. The grant funds will be used to promote proper disposal and recycling of tires in addition to providing for staff training.

The Solid Waste Committee voted unanimously to recommend to full Council to approve staff's request to apply for the DHEC Solid Waste Tire Grant.



COMMITTEE REPORT

RE: DHEC Solid Waste Used Oil Grant Application

DATE: March 12, 2010

COMMITTEE: Solid Waste

MAJORITY REPORT: Yes

The Solid Waste Committee met on Tuesday, March 9, 2010, to review the request from the Solid Waste Management Department for the South Carolina Department of Environmental Control (DHEC) Solid Waste Used Oil Grant Application.

Mr. Dave Eger, Solid Waste Management Director, presented a request to apply for the DHEC Used Oil Grant in the amount of \$70,720. There is no County match required. The proposed grant requested is to maintain and upgrade Collection and Recycling Centers with the following: three oil/gas mixture tanks, one carport to cover the tank for the Edmund facility, six signs for the new tanks, twenty oil filter drum covers with spill pans, twenty 55-gallon drums, ten 120-gallon oil bottle containers, twelve bollards to protect the new tanks, twenty cases of oil bottle bags, and 100 bags of dry absorbent. The funds will also assist with public education materials to promote the program and allow professional training for staff.

The Solid Waste Committee voted unanimously to recommend to full Council to approve staff's request to apply for the DHEC Solid Waste Used Oil Grant.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 12, 2010

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Diesel Retrofit of County Heavy Equipment (Grant Funds)**
B10017-12/15/09S
Public Works/Fleet Services

Competitive bids were solicited and advertised for Diesel Retrofit of County Heavy Equipment for Public Works and Fleet Services. The pieces of equipment will be purchased under the Diesel Emissions Reduction Act (DERA) grant.

The bids were evaluated by Synthia Williams, Environmental Coordinator; Frank Powers, Assistant to Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation that it be awarded to Cummins Atlantic as the lowest responsive bidder. The total cost, including sales tax, is \$29,960.00 (see attached bid tabulation).

Funds will be appropriated in the following accounts:

Diesel Emission Reduction Act

2486-121400-5AA534 (23) Diesel Oxidation Catalysts (DOC)
(Funds will be available upon Council approval of Budget Amendment Resolution)

2486-121400-5AA535 (10) Crankcase Ventilators (CCV)
(Funds will be available upon Council approval of Budget Amendment Resolution)

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on March 23, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fachtel, Director of Public Works/Assistant County Administrator
William Kazmierczak, Fleet Manager

County of Lexington

Bid Tabulation

BID # : B10017-12/15/09S

Diesel Retrofit of County Heavy Equipment

Item	Qty	U/M	Description	Peterbuilt of Greenville		Cummins Atlantic		*Carolina International	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	0	EA	Donaldson #AZ27	\$893.00	\$0.00		No Bid	Vendor Deemed Non-Responsive	
2	5	EA	Donaldson #AZ28	\$1,090.00	\$5,450.00	\$850.00	\$4,250.00	Vendor Deemed Non-Responsive	
3	12	EA	Donaldson #AZ29	\$1,275.00	\$15,300.00	\$850.00	\$10,200.00	Vendor Deemed Non-Responsive	
4	1	EA	Donaldson #AZ30	\$1,581.00	\$1,581.00	\$1,200.00	\$1,200.00	Vendor Deemed Non-Responsive	
5	8	EA	Donaldson #AZ31	\$2,338.00	\$18,704.00	\$1,200.00	\$9,600.00	Vendor Deemed Non-Responsive	
6	0	EA	Donaldson #AZ33	\$3,181.00	\$0.00		No Bid	Vendor Deemed Non-Responsive	
7	9	EA	Donaldson #4501	\$443.00	\$3,987.00	\$275.00	\$2,475.00	Vendor Deemed Non-Responsive	
8	1	EA	Donaldson #6501	\$658.00	\$658.00	\$275.00	\$275.00	Vendor Deemed Non-Responsive	
			Subtotal		\$45,680.00		\$28,000.00	Bid Deemed Non-Responsive	
			Tax		\$3,197.60		\$1,960.00	Bid Deemed Non-Responsive	
			Total		\$48,877.60		\$29,960.00	Bid Deemed Non-Responsive	

****Carolina International did not submit a bid schedule, therefore was deemed non-responsive.**

Bids Received: December 15, 2009 @ 3:00 PM

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Energy Efficiency and Conservation Block Grants

Evaluation Committee Report and Recommendation Request for Qualifications No. PQ09014-04/08/09S.

March 12, 2010

PURPOSE

The County of Lexington issued a Request for Qualifications (RFQ) to establish a contract with a consulting firm to assist in planning and managing the Energy Efficiency and Conservation Block Grants (EECBG).

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 Ron Scott, Director of Community Development; Reggie Murphy, Procurement Manager; Randy Quattlebaum, Building Services Manager; Adam Dubose, Grants Manager; and Faith Alexander, Development/Special Projects Assistant.

SOLICITATION REQUIREMENTS

The required legal advertisements, soliciting sealed competitive proposals for the professional services, were placed and appeared on the County's website. The proposals were due at 4:00 p.m. on April 08, 2009. At that time, the County had received proposals from two (2) responsive firms.

EVALUATION PROCESS

On May 13, 2009 the Evaluation Committee began its evaluation process. The committee met again on May 20, 2009 for detailed discussions of their individual evaluation of the proposals and respective scoring of each criteria factor. Oral presentations were then scheduled for June 02, 2009 for both firms. Only one of the firms responded to our invitation to further explore their proposal. The evaluation committee's review, based upon the quality of the responses to the request for qualifications, resulted in the selection of The Louis Berger Group. Contract negotiations began on June 10, 2009 with The Louis Berger Group and the Committee finalized a contract agreement on December 21, 2009. However, issues over the Scope of Work to be provided resulted in a termination of that contract. The County has now concluded negotiations with MBAJ Architecture to provide the Architectural and Engineering services for the Energy Auditing and Building upgrades. The County has also reached an agreement with Central Midlands Council of Governments (COG) to provide the Performance and Accountability Reporting required by the Department of Energy (DOE).

CONTRACT PERFORMANCE

The term of these contracts shall be in accordance with the proposal and shall be completed no later than the term of the EECBG grant requirements.

PROPOSED COSTS

The pricing for the Architectural and Engineering services with MBAJ Architecture is a lump-sum fee of \$125,000.00. The pricing for the Performance and Accountability Reporting from Central Midlands Council of Governments is a not to exceed (NTE) amount of \$30,000.00.

RECOMMENDATION

The County hereby submits and recommends for Council consideration and approval to award contracts to MBAJ Architecture and Central Midlands Council of Governments. We further recommend that this proposal be placed on the County Council agenda for their next scheduled meeting on March 23, 2010.

Jeffrey A. Hyde
Procurement Officer