

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, August 24, 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.**

**12:00 p.m. - 1:30 p.m. - Economic Development**

- (1) Lexington Chamber of Commerce Map Advertisement Request - Economic Development - Chuck Whipple, Manager
- (2) Project ASAP - Economic Development - Chuck Whipple, Manager and Mark Simmons, Executive Vice President, Central SC Alliance Economic Development .....**A**
- (3) Project Assembly - Economic Development - Chuck Whipple, Manager and Tracy McMillan, Project Manager, Central SC Alliance Economic Development .....**A**
- (4) Project Palmetto - Economic Development - Chuck Whipple, Manager and Mark Simmons, Executive Vice President, Central SC Alliance Economic Development .....**A**
- (5) Columbia CAE Airport Request
- (6) Approval of Minutes - Meeting of July 27, 2010 .....**B**
- (7) Old Business/New Business
- (8) Adjournment

**1:30 p.m. - 1:45 p.m. - Planning & Administration**

- (1) CDBG Program Amendment to 2008 Annual Action Plan - Community Development - Rhonda Dean, Community Development Administrator .....**C**
- (2) Zoning Text Amendment T10-02 - Comprehensive Administrative Update - 1<sup>st</sup> Reading - Planning and GIS - Charlie Compton, Director .....**D**
- (3) Approval of Minutes - Meeting of July 27, 2010 .....**E**
- (4) Old Business/New Business
- (5) Adjournment

**1:45 p.m. - 1:55 p.m. - Justice**

- (1) Clerk of Court Translator Services - Beth Carrigg, Clerk of Court and Marsha Moore,  
Senior Deputy Clerk of Court ..... **F**
- (2) Approval of Minutes - Meeting of July 27, 2010 ..... **G**
- (3) Old Business/New Business
- (4) Adjournment

**1:55 p.m. - 2:00 p.m. - Health & Human Services**

- (1) Midlands Regional Medical Assistance Team (RMAT) Grant Award - Public Safety  
/Emergency Medical Services - Brian Hood, Coordinator ..... **H**
- (2) Old Business/New Business
- (3) Adjournment

**2:00 p.m. - 3:00 p.m. - Public Works**

- (1) FY2010-11 Municipal "C" Fund Requests - Public Works - John Fechtel, Director ..... **I**
- (2) Nick Lyles Road Partial Closing - Public Works - John Fechtel, Director ..... **J**
- (3) Chapter 7 Land Development Manual, Agreements, Bonding and Warranties - Public  
Works/Stormwater - Sheri Armstrong, Manager ..... **K**
- (4) Anti-Idling Policy - Public Works - Synithia Williams, Environmental Coordinator ..... **L**
- (5) Green is Good for Business Conference Sponsorship - Public Works - Synithia Williams,  
Environmental Coordinator ..... **M**
- (6) Approval of Minutes - Meeting of July 27, 2010 ..... **N**
- (7) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells,  
New Road - Corley Mill/Riverchase, Assessment of Ponds Inventory, Flooding Issues,  
"C" Fund Policy
- (8) Adjournment

**3:00 p.m. - 3:05 p.m. - Airport**

- (1) Approval of Minutes - Meeting of July 27, 2010 ..... **O**
- (2) Old Business/New Business - FAA Taxiway, Master Plan, Wi-Fi
- (3) Adjournment

**3:05 p.m. - 3:10 p.m. - Solid Waste**

- (1) Approval of Minutes - Meeting of July 27, 2010 ..... **P**
- (2) Old Business/New Business
- (3) Adjournment

**3:10 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Demonstration of a New Lexington County Map Service and SITREP - Planning and GIS - Charlie Compton, Director and Public Safety/Emergency Medical Services - Brian Hood, Coordinator ..... **Q**
- (2) Approval of Minutes - Meeting of July 27, 2010 ..... **R**
- (3) Possible Executive Session if Time Permits
- (4) Old Business/New Business - Local Contractors Procurement, Fire Service Volunteer Incentives
- (5) Adjournment

**GOALS**

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

**Economic Development**

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

**Justice**

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

**Public Works**

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

**Solid Waste**

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

**Planning & Administration**

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

**Health & Human Services**

J. Jeffcoat, Chairman  
D. Summers, 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, August 24, 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**

**Chairman's Report**

**Administrator's Report**

**Employee Recognition - Katherine Hubbard, County Administrator**

**Resolutions**..... **S**

(1) Life Insurance Awareness Month

(2) Thad H. Westbrook

**Appointments** ..... **T**

**Bids/Purchases/RFPs**

(1) Construct Golf Practice Facility - Administration ..... **U**

(2) Liquefied Petroleum (LP) Gas - Term Contract - Countywide..... **V**

(3) Landscape, Signage, and Irrigation Improvements to Serve the Saxe Gotha Industrial Park -  
Economic Development ..... **W**

(4) Five (5) Cardiopulmonary Resuscitators - Public Safety/EMS ..... **X**

(5) Five (5) Stairchairs, (5) Automated Stretchers and Accessories - Public Safety/EMS..... **Y**

(6) Fifty-Two (52) SCBA Face Masks, 52 SCBA Head-up Displays, and 3 SCBA Clear  
Command Voice Units - Public Safety/Fire Service ..... **Z**

(7) Catch Basin Supplies - Term Contract - Public Works..... **1**

(8) One (1) Skidsteer Compact Loader with Attachments (New) - Public Works ..... **2**

(9) Fleet Vehicle Replacements/Additions - Sheriff's Department ..... **3**

(10) Two (2) 16' Flatbed Recycling Trucks - Solid Waste Management.....	4
(11) Waste Tire Services (Collection, Hauling and Processing and/or Disposal) - Term Contract - Solid Waste Management.....	5
(12) Motorola Portable Radios - Various Departments .....	6
 <b>Approval of Minutes</b> - Meeting of July 27, 2010 .....	7

**Ordinance**

(1) Ordinance 10-06 - An Ordinance to Provide for the Issuance and Sale of General Obligation Refunding Bonds, Series 2010 of Lexington County, South Carolina in a Principal Amount Sufficient to Advance Refund Certain Maturities of the Originally Issued \$31,500,000 General Obligation Bonds, Series 2001, Dated November 15, 2001, to Prescribe the Purposes for Which the Proceeds Shall be Expended, to Provide for the Payment Thereof, and Other Matters Relating Thereto - 2 <sup>nd</sup> Reading .....	8
---	---

**Committee Reports**

**Economic Development, B. Banning, Sr., Chairman**

- (1) Lexington Chamber of Commerce Map Advertisement Request
- (2) Columbia CAE Airport Request

**Planning & Administration, J. Carrigg, Jr., Chairman**

- (1) CDBG Program Amendment to 2008 Annual Action Plan - **Tab C**
- (2) Zoning Text Amendment T10-02 - Comprehensive Administrative Update - 1<sup>st</sup> Reading - **Tab D**

**Justice, S. Davis, Chairman**

- (1) Clerk of Court Translator Services - **Tab F**

**Health & Human Services, J. Jeffcoat, Chairman**

- (1) Midlands Regional Medical Assistance Team (RMAT) Grant Award - **Tab H**

**Public Works, B. Derrick, Chairman**

- (1) Nick Lyles Road Partial Closing - Public Works - John Fechtel, Director - **Tab J**
- (2) Green is Good for Business Conference Sponsorship - **Tab M**

**Airport, T. Cullum, Chairman**

(1) Lexington County Airport at Pelion Master Plan Update - Scope of Work and Fee  
Proposal .....9

**Budget Amendment Resolutions**

**6:00 P.M. - Public Hearings**

(1) Ordinance 10-05 - Landscape and Open Space Amendments .....10  
(2) Zoning Map Amendment M10-01 - P/O Amicks Ferry Road, P/O Timberlake Drive and  
Fairway Ridge Drive .....11

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

**MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

**ADJOURNMENT**

This page has intentionally been left blank.

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



# County of Lexington

Community Development Department  
Community Development Block Grant Program  
212 South Lake Drive, Suite 401  
Lexington, SC 29072  
Telephone (803) 785-8121 - Fax (803) 785-8188

---

## MEMORANDUM

To: Planning and Administration Committee  
Through: Katherine Hubbard, County Administrator  
From: Ron Scott, Community Development Director  
Date: August 13, 2010  
Subject: Community Development Block Grant (CDBG) Program  
Amendment to the 2008 Action Plan

---

The Grant Programs Division of the Community Development Department requests approval from the Planning and Administration Committee to modify the CDBG-R Substantial Amendment to the 2008 Action Plan. The original proposal was to pave Bitternut Court, First Creek Road, Alley Street and Holmes Street. However, the funding will only cover the cost for engineering and construction of Bitternut Court. In addition, a property owner on First Creek Road would not provide the necessary right-of-way to pave the road. We request approval to modify the CDBG-R Substantial Amendment to utilize the \$385,148 in CDBG-R funds for road paving and drainage improvements on Bitternut Court.

On February 23, 2010, County Council deobligated \$40,000 from the City of West Columbia Alexander Road Sidewalk Project originally allocated during FY 2008-09. We request approval to amend the 2008 Action Plan and reallocate the \$40,000 from the Alexander Road Sidewalk project and an additional \$10,000 in uncommitted CDBG funds to pave Alley Street and Holmes Street in West Columbia.

These amendments to the 2008 Annual Action Plan are considered substantial and a public notice was advertised in the *Lexington Chronicle* newspaper on July 22, 2010 and posted on the County's website for public review. The 30-day comment period ended August 23, 2010.

**Requested Action: The Community Development Department requests approval to prepare an amendment to the 2008 Action Plan and submit it to HUD for approval.**



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING TEXT AMENDMENT APPLICATION # **T10-02**

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

All sections of the Zoning Ordinance including but not limited to vesting, definitions, principal activity descriptions, accessory activities, permitted activity by district, permitted access by street classification, parking, buffering restrictions, signs, and administration.

Reason for the request: Comprehensive review of the text for needed updates.

Submitted on behalf of:       County Council       Planning Commission

Printed Name: Charles M. Compton      Title: Planning Director

Signature: Signature on file

08/13/2010	Application Received		Newspaper Advertisement
	Planning Commission		

Planning Commission Recommendation: \_\_\_\_\_

\_\_\_\_\_

08/24/10	First Reading	Public Hearing	Second Reading	Third Reading
----------	---------------	----------------	----------------	---------------

Results: \_\_\_\_\_

\_\_\_\_\_

**Make the following changes and additions to:**

**Section 11.33 Existing Permits**

Building permits ~~or zoning permits~~ lawfully issued before the effective date of this Ordinance or subsequent amendments shall remain in effect **for as long as provided by the Lexington County Building Code.** ~~that such building, structure, or activity is substantially underway and being diligently pursued within six months of the issuance of the permit. If such does not occur, then the permit shall automatically lapse and the provisions of this Ordinance shall apply.~~ **Zoning permits lawfully issued before the effective date of amendments to this Ordinance shall remain in effect as long as provided for in Section 121.10.**

**Make the following changes and additions to:**

**Section 12.10 Definitions**

Grandfathered Residential Use: residential use in existence or permitted for construction ~~by~~ **before** the dates below:

- Dutch Fork Planning Area – August ~~13~~**14**, 1980
- Eastern Lexington County Planning Area – August ~~13~~**14**, 1980
- Central Lexington County Planning Area – December ~~8~~**9**, 1986
- Northern Lexington County Planning Area – August ~~1~~**2**, 1989
- Western Lake Murray Lexington County Planning Area – March ~~20~~**21**, 1989
- Southern Lexington County Planning Area – January ~~12~~**13**, 1998
- Western Lexington County Planning Area – November 14, 2001

An abandoned residential structure which is derelict or uninhabitable for a continuous period of 12 months or greater shall not be considered a grandfathered use. An uninhabited residence shall not in and of itself constitute abandonment.

**Make the following changes and additions to:**

**Section 21.10 Description of Principal Activities**

Child or Adult Day Care include any facility for the regular care, supervision, or guidance of pre-teenage children, senior citizens, or adults with disabilities, which is subject to registration or licensing by the South Carolina Department of Social Services. Regular care, supervision, or guidance of no more than 6 such individuals may qualify as a Home Occupation under Section 21.22.

Communication Towers (Limited) include those used for telephone transmittal. The buildings attendant to such use may be included in this activity as long as the size does not exceed 300 square feet.

*Vegetation.* Towers to preserve existing vegetation.

*Illumination.* Towers shall be illuminated only to the extent required by applicable federal or state statute or regulation.

*Co-location.* Satisfactory evidence shall be submitted that alternative towers, buildings, or other structures are not available for use within the communication tower site search area that are structurally capable of supporting the intended wireless communication antenna or meeting

the necessary height criteria, or provide a location free of interference from other communication towers. The applicant for a new tower shall sign an instrument, maintained by the County, agreeing to encourage and promote the joint use of telecommunications towers within the County and, to that extent, committing that there shall be no unreasonable act or omission that would have the effect of excluding, obstructing or delaying joint use of any tower where fair and reasonable market compensation is offered for such use.

*Color.* Towers shall be light gray, except as otherwise required by applicable federal or state statute or regulation.

*Fall zone letter required.* A tower must be designed such that, in the event of structural failure, it would not fall within a public right-of-way or on to adjoining property. A signed letter from a registered professional structural engineer certifying to this will be required.

Communication Towers (Extensive) include those used for radio, ~~and television, and telephone~~ transmittal. The buildings attendant to such use may be incorporated into the Business Services activity.

*Vegetation.* Towers to preserve existing vegetation.

*Illumination.* Towers shall be illuminated only to the extent required by applicable federal or state statute or regulation.

*Color.* Towers shall be light gray, except as otherwise required by applicable federal or state statute or regulation.

*Fall zone letter required.* A tower must be designed such that, in the event of structural failure, it would not fall within a public right-of-way or on to adjoining property. A signed letter from a registered professional structural engineer certifying to this will be required.

Nursing Homes include convalescent homes, convalescent hospitals and clinics. Skilled care is typically provided to residents/patients. (See also “Retirement Centers.”)

Retirement Centers/Assisted Living Facilities include those complexes offering a combination of housing options, support services, light retail/personal services, and/or medical services on-site. Activities may take place under one roof or in a separate buildings. (See also “Nursing Homes.”)

### **Make the following changes and additions to:**

#### **Section 21.21 Partial List of Accessory Activities**

- j. Vehicles without a current license plate or vehicles under repair for longer than 30 days, are an allowed accessory activity to residential use only if fully screened from the road right-of-way and any surrounding properties.

In the case of a single vehicle on a property meeting this description, a cloth automotive cover may be used provided that it is designed and sold specifically for use as a car/truck cover **and is in excellent condition**. A Tarpaulin may not be used as screening. For multiple cars, total screening must be provided as described in Article 2, Section 23.30 Screening.

**Make the following changes and additions to:**

**21.31 Chart of Permitted Activities by District**

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Communication Towers (Limited)
					✓				✓	✓	Communication Towers (Extensive)
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Retirement Centers/Assisted Living

**Make the following changes and additions to:**

**22.02 Chart of Permitted Access by Street Classification**

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

If a street right-of-way has been annexed by a municipality, the access necessary for a major activity will be determined by using the street classification in existence before the annexation.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10.

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓	✓	✓	✓		Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	Communication Towers (Limited)
✓	✓	✓				✓ .03 FAR	Communication Towers (Extensive)
✓	✓	✓	✓	✓	✓	✓ 12 Beds/acre	Nursing Homes
✓	✓	✓	✓	✓	✓	✓ 6 DU/acre	Retirement Centers/Assisted Living

**Make the following changes and additions to:**

**22.20 Parking**

ACTIVITY

Communication Towers (Limited)  
Communication Towers (Extensive)

MINIMUM NUMBER of PARKING SPACES

no minimum established  
no minimum established

**Make the following changes and additions to:**

**23.50 Chart of Buffering Restrictions**

ACTIVITIES		HEIGHT (#/1)	BUFFER	SETBACKS from		SCREENING	
				Adjoining Property	Road R. O. W.	Total	Partial
Child or Adult Day Care	R	¼	30	50	30	50	75
	I	3					
Communication Towers (Limited)	R	1	30	50	30	50*	100*
	I	4					
* Screening requirements apply to the first 20 feet of the tower above the ground.							
Communication Towers (Extensive)	R	1	30	50	30	50*	100*
	I	4					
* Screening requirements apply to the first 20 feet of the tower above the ground.							
Hospitals	R	¼	70	100	50	150	225
	I	3					
Nursing Homes	R	½¼	30/50#	50/70#	30	50/100#	70/150#
	I	3		10*	30		
* Setback may be reduced to 10' if a minimum 20' line of sight is maintained. # This extra protection shall be afforded in all districts, but only relative to Residential Detached and Mobile Home activity already in use on surrounding properties. In such cases the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1 as if the Residential Detached or Mobile Home activity was a Grandfathered Residential Use within an Intensive Development District.							
Retirement Centers/Assisted Living	R	½¼	100 30/50#	10*50/10070#	30	120/80#	180/120#
	I	3		10*	30		
* Setback may be reduced to 10' if a minimum 20' line of sight is maintained. # This extra protection shall be afforded in all districts, but only relative to Residential Detached and Mobile Home activity already in use on surrounding properties. In such cases the extent of this extra protection, if any, shall be determined in accordance with Special Rule #1 as if the Residential Detached or Mobile Home activity was a Grandfathered Residential Use within an Intensive Development District.							

**Make the following changes and additions to:**

**ARTICLE 2 - APPLICATION OF REGULATIONS, Chapter 3. Buffering Restrictions  
and renumber this Chapter as necessary.**

**23.00 Purpose**

Buffering restrictions are a key component of this Ordinance which strives to achieve compatibility of neighboring activities. To accomplish this goal each principal activity classification has a separate set of recommended maximum buffering restrictions which address height, buffer, setbacks, and screening. These principal activity categories will find themselves located in projects containing varying degrees of intensity depending on the layout, size, shape, design, etc. of the specific activity itself, the accessory activities, and the associated buildings and structures. Determination of the ideal buffering restrictions for each specific principal activity will be subject to a process outlined in this Chapter. Likewise subdivisions and other new developments which may contain a variety of activities will be given internal flexibility with the application of these restrictions in order to achieve a maximum level of creativity in the formation of their project layout.

**23.560 Chart of **Maximum** Buffering Restrictions**

The columnar chart below lists the **maximum** buffering restrictions defined in this chapter as they apply to ~~specific~~ the list of principal activities. The procedure for determining the actual buffering restrictions that will apply to a particular project or site shall be as outlined in the following paragraphs.

A request for a zoning permit which utilizes the maximum buffering restrictions as published shall be approved with respect to the requirements of this Chapter. A request for a zoning permit which proposes to utilize buffering restrictions less than the maximum numbers listed must employ the following procedure:

If the owner of any protected property wishes to sanction the selection of a lesser specific restriction, such consent shall be noted on a form provided by Lexington County. This consent shall become valid only upon verification by the Zoning Administrator and attachment to the applicable zoning permit.

If the process outlined above does not produce the buffering restriction desired by the applicant requesting a zoning permit, the applicant may request that the Board of Zoning Appeals serve as the arbiter with respect to their application for a restriction less than the maximum. Such a request will be heard at a regularly scheduled meeting of the Board with at least 15 days notice to both the applicant and any protected property owners involved.

In the development of a subdivision or other new development which may contain a variety of activities, the internal buffering restrictions shall be determined by the design of the project. Internal shall be defined as those buffering restrictions intended to determine the relationship between properties contained wholly within the boundaries of the project. Buffering restrictions with respect to surrounding properties shall be determined as outlined in the previous paragraphs. Setbacks from internal rights-of-way for roads to be constructed as part of the project may also be reduced provided all off-street parking requirements, sight distances, and applicable Building Code restrictions are met.

Following are general rules and special rules for interpreting the chart:

**Make the following changes and additions to:**

**Section 26.53 Specialty Signs**

Residential/Commercial/Industrial Subdivision and Residential Development Signs are permanent signs displaying no information other than the name of the subdivision, group housing development, apartment/condominium complex, or mobile home park. Such signs may be either single signs or gateway signs (paired signs on each side of an entrance). These signs shall not exceed 100 square feet each in display area, and shall not exceed a height of 6 feet. However, the display area and height restrictions are not intended to apply to the entire decorative structure on which the sign is displayed. Within the same project, a single sign or pair of gateway signs must be at least 300 feet from another single sign or pair of gateway signs. Such signs shall also be exempt from the **area and height limitations in Section 26.55 and the** 10-foot setback restriction of Section 26.51, but still must comply with the engineering criteria found in the Lexington County Land Development Manual and the Driveway Restrictions found in Section 22.10 of this Ordinance. A sign can be located in a road right-of-way median if such sign complies with all engineering criteria found in the Lexington County Land Development Manual.

**Make the following changes and additions to:**

**ARTICLE 12 – ADMINISTRATION**

**Delete Section 121.04 and renumber this Chapter as needed:**

**121.04 Power to Arbitrate**

~~Where buffering restrictions and performance standards apply, the Zoning Administrator shall act as the initial arbiter wherein surrounding property owners conflict or consent with regard to the application of these regulations or standards. A decision by the Zoning Administrator to relax either the buffering restrictions or performance standards shall be based upon the written consent of the neighboring and affected property owner(s), upon forms provided by the Zoning Administrator. This consent shall be called a zoning waiver and shall become valid only upon verification by the Zoning Administrator and attachment to an applicable zoning permit.~~

**122.60 Standards for Variances**

The Board ~~shall not~~ **may** grant a variance ~~unless if~~ it makes **the following** findings as follows:

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
- b. These conditions do not generally apply to other property in the vicinity;
- c. Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
- d. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

**The Board shall also consider the following when hearing a variance request in these sections of the Ordinance:**

Section 22.10, Driveway and Street Restrictions – Many of the regulations found in this section are based upon laws of physics and engineering standards that help achieve sight lines, sight distances, etc. that provide for safer movement of motorists and pedestrians. Such restrictions should not be decreased without the support of a qualified engineering study.

Chapter 5. Signs, from Article 2, Application of Regulations – This Chapter contains many standards that implement comprehensive aesthetic and safety initiatives of Lexington County. Most of these regulations are articulated in a manner that provides an equal opportunity for all to advertise their activity and many help businesses avoid becoming a nonconformity upon annexation into a municipality. The Board should not approve a variance that destroys this equitable balance of opportunity, that damages the County’s aesthetic and safety initiatives, or that creates a nonconformity problem for a business in future years.

### **123.20 Extent of Amendment Granted**

The County Council may grant a ~~more restrictive~~ zoning amendment that allows fewer principal activities than formally requested by the applicant, but may not grant an ~~less restrictive zoning~~ amendment that allows more principal activities ~~than formally requested by the applicant~~.

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.

**FUND 2601  
CLERK OF COURT (141100)  
FY 2010-2011 BUDGET REQUEST**

---

**NEW PROGRAM OVERVIEW FOR CLERK OF COURT  
TRANSLATOR SERVICES**

**Program I: CLERK OF COURT TRANSLATOR SERVICES**

*Objectives of: Full Time Interpreter/Translator Services*

To maintain Translator Services for Clerk of Court, Solicitor, Master in Equity, Probate Court, Magistrates, Private Attorney's and individuals on a \$45.00/hr. basis, with a two (2) hour minimum, plus mileage, who wish to contract the services of a Certified Court Interpreter/Translator. Estimated revenue \$88,200.00 per year.

Judiciary Interpreters/Translators facilitate communications for people with limited English proficiency who find it challenging to communicate in a legal setting. Legal interpreters/translators must be thoroughly familiar with the language and functions of the South Carolina judicial system, as well as other legal systems. Court interpreters/translators work on a variety of legal settings, such as attorney-client meetings, preliminary hearings, arraignments, depositions and trials. Success as a court interpreter requires an understanding of both legal terminology and colloquial language. In addition to interpreting what is said, court interpreters also may be required to read written documents aloud in a language other than that in which they were written, a task known as sight translation. A certified interpreter/translator may be the difference between whether or not someone is condemned to a long sentence, or is freed based on misinterpretation, or 'mistrial'.

The Certified Translator/Interpreter will assist in translating in a timely manner.

Reports to the Senior Court Administrator.

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



**COUNTY OF LEXINGTON  
 SUPPLEMENTAL HOMELAND SECURITY GRANT  
 Annual Budget  
 Fiscal Year - 2010-11**

Object Code	Revenue Account Title	Actual 2008-09	Received Thru Jun 2009-10	Amended Budget Thru Jun 2009-10	Projected Revenues Thru Jun 2009-10	Requested 2010-11	Approved 2010-11	Awarded 2010-11
<b>* Supplemental Homeland Security Grant (2477):</b>								
<b>Revenues (Organization: 000000)</b>								
457000	Federal Grant Income	53,323	21,162	171,054	171,054	0	0	100,000
	<b>** Total Revenue</b>	<u>53,323</u>	<u>21,162</u>	<u>171,054</u>	<u>171,054</u>	<u>0</u>	<u>0</u>	<u>100,000</u>
	<b>***Total Appropriation</b>				171,054	0	0	100,000
	FUND BALANCE							
	Beginning of Year				<u>(12,651)</u>	<u>(12,651)</u>	<u>(12,651)</u>	<u>(12,651)</u>
	FUND BALANCE - Projected							
	End of Year				<u>(12,651)</u>	<u>(12,651)</u>	<u>(12,651)</u>	<u>(12,651)</u>

**COUNTY OF LEXINGTON**  
**SUPPLEMENTAL HOMELAND SECURITY GRANT**  
**Annual Budget**  
**Fiscal Year - 2009-10**

Fund: 2477  
Division: Public Safety  
Organization: 131400 - Emergency Medical Service

		<i>BUDGET</i>					
Object Expenditure		2008-09	2009-10	2009-10	2010-11	2010-11	2010-11
Code Classification		Expend	Expend	Amended	Requested	Approved	Awarded
			(June)	(June)			
<b>Personnel</b>							
<b>* Total Personnel</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Operating Expenses</b>							
521200	Operating Supplies	1,042	1,293	3,121	0	0	0
525210	Conference & Meeting Expense	1,177	4,800	12,500	0	0	5,200
525600	Uniforms & Clothing	0	0	0	0	0	8,000
<b>* Total Operating</b>		<b>2,219</b>	<b>6,093</b>	<b>15,621</b>	<b>0</b>	<b>0</b>	<b>13,200</b>
<b>** Total Personnel &amp; Operating</b>		<b>2,219</b>	<b>6,093</b>	<b>15,621</b>	<b>0</b>	<b>0</b>	<b>13,200</b>
<b>Capital</b>							
540000	Small Tools & Minor Equipment	296	629	633	0	0	0
5A7532	Medical Supplies	124	0	0	0	0	0
5A7540	DMAT Response Vehicle	8,630	0	0	0	0	0
5A9419	(1) 12 Lead Cardiac Monitor	0	19,800	19,800	0	0	0
5A9420	(40) Surge Beds	10,075	0	0	0	0	0
5A9421	(4) 8-Bed Cart for Surge Beds	1,573	0	0	0	0	0
5A9422	(2) Portable 800MHz Radios	7,213	0	0	0	0	0
5A9423	(2) Tent Anteroom	3,210	0	0	0	0	0
5A9424	(6) Litters with Carts	5,092	0	0	0	0	0
5A9425	(1) HVAC System for Shelter	15,588	0	0	0	0	0
5AA304	(1) Oxygen Generator	0	0	22,735	0	0	0
5AA305	(1) Patient Accountability Software	0	0	37,265	0	0	0
5AA306	(1) RMA Response Vehicle	0	0	75,000	0	0	0
5AB382	(2) Cardiac Monitors	0	0	0	0	0	42,000
5AB383	(1) Generator	0	0	0	0	0	25,000
5AB384	(2) Laptops	0	0	0	0	0	5,600
5AB385	(2) Accountability Handheld Devices	0	0	0	0	0	8,600
5AB386	(1) Accountability Software	0	0	0	0	0	5,600
<b>** Total Capital</b>		<b>51,801</b>	<b>20,429</b>	<b>155,433</b>	<b>0</b>	<b>0</b>	<b>86,800</b>
<b>*** Total Budget Appropriation</b>		<b>54,020</b>	<b>26,522</b>	<b>171,054</b>	<b>0</b>	<b>0</b>	<b>100,000</b>

---

**SECTION V. B. – OPERATING LINE ITEM NARRATIVES**

**525210 – CONFERENCE, MEETING & TRAINING EXPENSES** **\$ 5,200**

Basic Disaster Life Support (BDLS) is a course offered to first responders and is designed to teach multiple disciplines on how to create an all-hazards approach (recognition and management) to disaster response. The 8-hour course covers natural and manmade disasters, traumatic and explosive events, and public health system and psychosocial aspects of disasters. After completing the course, a competency exam is given and if passed, the first responder will be certified in BDLS.

**525600 – UNIFORMS & CLOTHING** **\$ 8,000**

Uniforms for team members are important. Uniforms identify our members as public safety professionals that are there to help and serve during deployment. Uniforms also provide security and conformity among our team members.

---

---

**SECTION V. C. –CAPITAL LINE ITEM NARRATIVES**

**5AB382 – (2) CARDIAC MONITORS** **\$ 42,000**

The EMS Division utilizes cardiac monitors onboard each ambulance in order to provide advanced level care to all cardiac patients. These devices also have defibrillation capability, which provides lifesaving shocks in case of cardiac arrest. These devices are essential to providing emergency care to patients in need of urgent cardiac care.

**5AB383 – (1) GENERATOR** **\$ 25,000**

Diesel generators provide a stable power source and are extremely durable. The comfort of staff and patients is paramount to the success of the mission during RMAT deployment and depends heavily on a reliable power source for heat, air conditioning and proper lighting. While gasoline powered generators are sufficient for very short term deployment, a more reliable and stable resource is needed in order to provide properly for staff and victims during a disaster.

**5AB384 – (2) LAPTOPS** **\$ 5,600**

Due to the anticipated purchase of patient and equipment tracking software, additional laptops will be needed in order to facilitate command and control for RMAT responsibilities. For example, during deployment, it will be necessary to dedicate one laptop for Command functions, one for patient tracking. These additional laptop computers will allow for the efficient operation of RMAT in numerous areas during deployment.

**5AB385 – (2) ACCOUNTABILITY HANDHELD DEVICES** **\$ 8,600**

Accountability Handheld Devices will be used with our accountability software. These units are needed to gain full use of these vital tracking systems. These are basically palm computers with scanning and camera capabilities. They are used to scan bar coded accountability tags, printed on scene that will allow RMAT to track both patients and assets. The streamlined process made possible by these devices frees personnel to concentrate on patient care and leads to very reliable accounting of 1) assets and supplies utilized during the deployment, greatly improving record keeping for the purpose of reimbursement, and 2) most important, the ability to track the location of all deployed personnel and patients, regardless of their status or destination. This system also allows for seamless tracking of patients once they arrive at the hospital if one of these handheld devices is available to them.

**5AB386 – ACCOUNTABILITY SOFTWARE** **\$ 5,600**

Funds are requested to purchase an additional module for the patient and equipment tracking software previously purchased. During large scale events, it will be necessary to divide responsibilities, possibly over a large geographical area. Additional equipment will allow for the simultaneous operation of similar duties in different locations during the same event. Command type modules supplied by the same vendor providing patient tracking software will greatly enhance our ability to effectively manage an incident. These modules also will function seamlessly with credentialing software purchased by SLED and other modules being purchased across the state. These modules are not service-specific and can be used to monitor any and all Public Safety entities deployed to an incident.

---



COUNTY OF LEXINGTON  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

## Memorandum

**To:** Katherine Hubbard, County Administrator  
**From:** John Fechtel, Director of Public Works  
**Date:** 8/17/2010  
**Re:** FY 2010-11 Municipal "C"-Fund Requests

---

Requests for Municipal "C"-Funds exceeded the available funding for FY 2009-10, as per the attached memo (Exhibit A). County Council approved our recommendation (highlighted in yellow) in April for items 1 & 2. The memo indicates that if Council approves the FY 2010-11 "C"-Fund budget, another recommendation would follow to fund additional Municipal requests. Since Council approved the FY 2010-11 "C"-Fund budget, we recommend that Council approve the requests from Pelion, Batesburg-Leesville, Irmo, and Gilbert as shown on Exhibit "B", under items II .B.4, B.5, .B6, and B.7 for a total of \$50,000.00.

The two items requested from West Columbia (Item II 3a. and 3b.) are on state maintained roads and the request from Irmo could possibly be done through an enhancement grant. If funds are left from the approved projects we can try to accommodate the three requests.

Please place this on the August 24<sup>th</sup>, 2010 Public Works Committee agenda for consideration.

Exhibit "A"



**COUNTY OF LEXINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING**

**MEMORANDUM**

DATE: April 2, 2010  
TO: Katherine Hubbard  
FROM: John Fecht, Public Works Director  
RE: FY 10 Municipal "C" Fund Requests

---

Attached is a recap of the various municipal requests for "C" funds. This recap describes our recommendation. We have \$100,000.00 in this account (2700-121302-539904). We propose that Colonial Drive in South Congaree and Spruce and Sandy Lanes in Pine Ridge be paved utilizing Public Works equipment and labor as much as possible. We have requested \$50,000.00 in the FY2010-11 budget and if approved, we would recommend in July the "B" portion of the list. We will present those items at the time.

## Exhibit "B"

Municipality Request for C-Funds  
FY 2007-08, 2008-09, and 2009-10  
Current Available Funding: \$150,000  
(Additional \$50,000 Pending Approval of FY 2010-11 Budget)

<b>I. Requested Funds:</b>					
<b>A. Municipality</b>	<b>Road Name</b>	<b>Project Description</b>	<b>Request</b>	<b>Length</b>	
1 South Congaree	Colonial Drive	Pave remaining portion	\$ 50,000.00	900.00	
2 Pine Ridge	Spruce Ln and Sandy Ln	Pave Sandy Lane and Spruce Lane	\$ 125,000.00	2400.00	
3a. West Columbia	Augusta Street (SC Hwy 40)	Resurface approximately 650' of SCDOT maintained road	\$ 28,380.00	650.00	
3b. West Columbia	Decatur Street (SC Hwy 513)	Resurface approximately 1670' of SCDOT maintained road	\$ 62,650.00	1670.00	
4 Pelion	Railroad Avenue	Pave (chip seal) over RAP that was recently placed	\$ 23,100.00	1375.00	
5 Batesburg-Leesville	Henry Street and Hwy 1	Pave Henry Street and repair sidewalks along Hwy 1	\$ 40,000.00	375.00	
6 Gilbert	Washington Street	Pave or stabilize Washington Street	\$ 50,000.00	1150.00	
7 Irmo	Lexington Avenue	Resurface, curb work, parking, landscaping	\$ 50,000.00	360.00	
8 Lexington	Black Avenue	Storm drainage improvement to Black Avenue	\$ 40,000.00	N/A	

<b>II. Recommendations:</b>						
<b>A. Program Using FY07-08, FY 08-09, and FY 09-10 (\$150,000)</b>						
<b>Priority/Municipality</b>	<b>Road Name</b>	<b>Project Description</b>	<b>Request</b>	<b>Recommend</b>	<b>Recommendation</b>	<b>Length</b>
1 South Congaree	Colonial Drive		\$ 50,000.00	\$ 75,000.00	Pave	900.00
2 Pine Ridge	Spruce Ln and Sandy Ln	Pave Sandy Lane and Spruce Lane	\$ 125,000.00	\$ 75,000.00	Pave	2400.00
<b>Totals</b>			\$ 175,000.00	\$ 150,000.00		
<b>B. Program using FY 10-11 (Pending approval of FY 10-11 "C"-Fund Budget at \$50,000)</b>						
3a. West Columbia	Augusta Street (SC Hwy 40)	Resurface approximately 650' of SCDOT maintained road	\$ 28,380.00	\$ -	See Note 1	
3b. West Columbia	Decatur Street (SC Hwy 513)	Resurface approximately 1670' of SCDOT maintained road	\$ 62,650.00	\$ -	See Note 1	
4 Pelion	Railroad Avenue	Pave (chip seal) over RAP that was recently placed	\$ 23,100.00	\$ 7,500.00	Chip-seal	1375.00
5 Batesburg-Leesville	Henry Street and Hwy 1	Pave Henry Street and repair sidewalks along Hwy 1	\$ 40,000.00	\$ 7,000.00	Pave Henry Only	375.00
6 Irmo	Lexington Avenue	Resurface, curb work, parking, landscaping	\$ 50,000.00	\$ 28,000.00	Road Improvements	360.00
7 Gilbert	Washington Street	Pave or stabilize Washington Street	\$ 50,000.00	\$ 7,500.00	RAP	1150.00
8 Lexington	Black Avenue	Storm drainage improvement to Black Avenue	\$ 40,000.00	\$ -	See Note 2	
<b>Totals</b>			\$ 254,130.00	\$ 50,000.00		

Note 1: The West Columbia requests are for the resurfacing of SCDOT maintained roads.

Note 2: Prior to funding the Town of Lexington's request for Black Avenue, a request should be made to SCDOT to address their storm drainage system.



**COUNTY OF LEXINGTON**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

**M E M O R A N D U M**

DATE: August 13, 2010  
TO: Katherine Hubbard, County Administrator  
FROM: John Fechtel, Director of Public Works  
RE: Nick Lyles Road Partial Closing

---

Attached is a petition to close a portion of Nick Lyles Road. We have confirmed with all Public Safety Departments and they do not have an objection to the closing. There were several objections when we posted the road but these people do not live near the road, they use the road for travel.

The attached map indicates in red the section to be closed. This portion of the road is about 0.85 mile in length, leaving about 550 feet to maintain. The entire road is about 0.95 mile in length. Individuals can continue on Lee Gunter Road for 0.65 miles and 0.61 miles on Merrit's Drive (paved) for a total of 1.26 miles, or an additional 0.31 mile if this section is closed.

The petitioner is paying all legal costs associated with the closing. We recommend County Council approve this partial closing with the stipulation that an easement be granted to the County for a cul-de-sac at the end of the portion to be left open. This road is in County Council District 1 and County Council District 2 is on the other side of Merrit's Drive.

Please place this on the Public Works Committee agenda for August 24, 2010 and to be reported out that evening to the County Council

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

SERO GROUP, LLC

IN THE COURT OF COMMON PLEAS

COPY

FILED  
Plaintiff(s)

CIVIL ACTION COVERSHEET

vs.

2010 JUL -9 A 9:59

2010-CP - 32-

S.C. Department of Highways & Transportation,  
County of Lexington, South Carolina

Defendant(s)

(Please Print)

Submitted By: Mary Nell Degenhart

Address: 2131 Park Street, Columbia, SC 29201

SC Bar #: 11546

Telephone #: 803-771-6050

Fax #: 803-771-7006

2010CP3202850  
E-mail: mdgenhart@mdgenhartlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION. (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |   |  |   |   |
|---|--|---|---|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul>  | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20 -CP- -</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul>  | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Libel (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Other (399)</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input checked="" type="checkbox"/> Other (499) Road Closing</li> </ul>   |
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul>  | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Driver's License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul>  | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Commission (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699)</li> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of State Depositions (650)</li> <li><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> </ul> |  |   |   |

Submitting Party Signature:  Date: July 9, 2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

**FOR MANDATED ADR COUNTIES ONLY**  
Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,  
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.  
Failure to do so may affect your case or may result in sanctions.**

**COPY**

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

SERO GROUP, LLC, )

Petitioner, )

vs. )

South Carolina Department of )  
Highways and Transportation, County )  
of Lexington, South Carolina, )

Respondents. )

FILED  
IN THE COURT OF COMMON PLEAS  
ELEVENTH JUDICIAL CIRCUIT

Docket No.: 2010-CP-3202850-9-A 9:59

DEBRA L. BRIGG  
CLERK OF COURT  
JUL 13 2010

SUMMONS

**2010CP3202850**

**TO THE RESPONDENTS ABOVE NAMED:**

YOU ARE HEREBY SUMMONED and required to answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your response to the Petition upon the subscribers, at their office, 2131 Park Street, Columbia, South Carolina 29201, within thirty (30) days, after service hereof, exclusive of the day of such service; and if you fail to answer the Petition in the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Petition.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

July 9, 2010  
Columbia, South Carolina

Degenhart Law Firm, P.A.  
2131 Park Street  
Columbia, South Carolina 29201  
(803) 771-6050

By:

*Mary Nell Degenhart*  
Mary Nell Degenhart, Esq.  
Attorneys for the Petitioner



(The road between Merritt Road to Lee Gunter Road). Trucks were driven over the property in circles causing damage to golf greens. Trespassers have dumped numerous bags of trash, including used syringes. Reports were filed with the Lexington County Sheriff's department on each occasion.

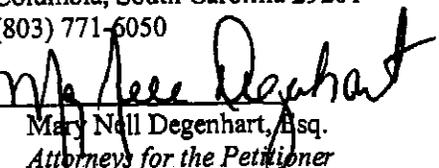
7. That there is little or no disadvantage to the traveling public for this road to be closed to through traffic, it would not be a disservice, and would release Petitioner of this restriction and loss of value.
8. That no one lives or owns land adjacent to this portion of Nick Lyles Road other than Callum Limited Partnership.
9. Callum Limited Partnership has no objection to the closing of this portion of Nick Lyles Road.
10. This road is rarely used, unless it is for illegal, immoral or illicit purposes, and resulting in unsightly litter and property damage.
11. That Notice of Intention To File Petition for the Closing of a Portion of Nick Lyles Road in Lexington County, South Carolina has been published in the Lexington County Chronicle & Dispatch News where the road is situated for three (3) consecutive weeks, June 17, 2010, June 24, 2010, and July 1, 2010.

WHEREFORE PETITIONER PRAYS as follows: That the portion of the road known as "Nick Lyles Road" in Lexington County be closed from the point it begins from Merritt Road and passes over Petitioner's property and ends at Lee Gunter Road as shown on the attached tax map, and that title to the land occupied by the road be declared to belong to the Petitioner.

July 9, 2010  
Columbia, South Carolina

Degenhart Law Firm, P.A.  
2131 Park Street  
Columbia, South Carolina 29201  
(803) 771-6050

By:

  
Mary Nell Degenhart, Esq.  
*Attorneys for the Petitioner*

# County Council District 1

ALTERNATE ROUTE  
MERRITS DRIVE (PAVED)  
0.61 MILES

TOTAL ALTERNATE  
ROUTE 1.26 MILES

ALTERNATE ROUTE  
LEE GUNTER RD (DIRT)  
0.65 MILES

Merrits Dr

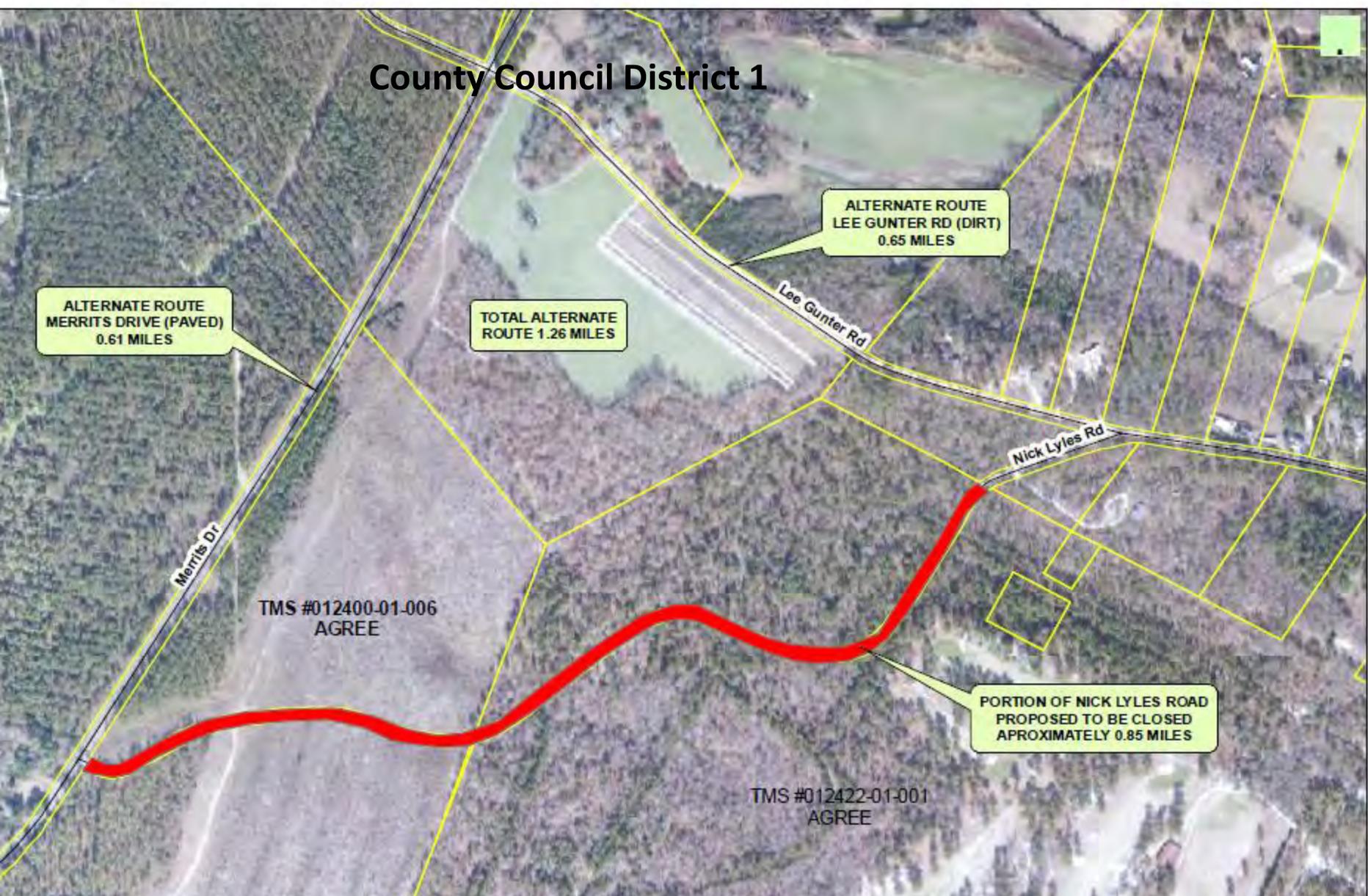
Lee Gunter Rd

Nick Lyles Rd

TMS #012400-01-006  
AGREE

PORTION OF NICK LYLES ROAD  
PROPOSED TO BE CLOSED  
APPROXIMATELY 0.85 MILES

TMS #012422-01-001  
AGREE





# COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

## MEMORANDUM

**DATE:** August 24, 2010

**TO:** Katherine Hubbard, County Administrator

**FROM:** John Fechtel, Director of Public Works  
Sheri Armstrong, Stormwater Manager

**RE:** Chapter 7 Land Development Manual, Agreements, Bonding and Warranties

---

The Stormwater Department received the Home Builders Association's, HBA, comments on August 8, 2010 to the referenced document. Staff has considered their comments and several revisions have occurred to accommodate some of their concerns since our presentation to County Council on July 27, 2010. In this memo we have included Chapter 7 in its entirety and have colored coded revisions as indicated below. This document has been forwarded to the County Attorney for his comment. A formatted Chapter 7, is included as an attachment to this document.

We are considering implementation of an owner/contractor affidavit. This will provide documentation of no liens or delinquent taxes, and a clear title is available for this development before dedication to Lexington County. We may require proof of liability insurance from the developer, engineer and contractor to protect the interests of Lexington County should a development end up in litigation. We will seek further advisement from the County Attorney on these matters.

This presentation to County Council is for informational purposes only. This is a draft and we expect there will be revisions/amendments prior to submitting a finished document for Council approval. The attached forms are in draft format with highlights of the key points and comments in the margin for your convenience. We appreciate your considerations and request any comments or concerns you may have.

The following are the revised recommendations in consideration of the comments provided by the Home Builder's Association:

Items in red have been omitted at the request of HBA.

Items in green have been added for further clarification.

Items in purple have been reworded to incorporate HBA's comments.

Items in blue have been considered but no changes as to HBAs comments.

## 7.1 Subdivision Bonding Process

Bonding a subdivision is an opportunity, at the discretion of County Council, for a developer to execute an Agreement and Surety Bond and provide supplemental surety to guarantee completion of the infrastructure of a development. The infrastructure shall include conveyance systems, roads, storm drainage, water quality BMP's, water system and sewer system, in order to sell parcels prior to a Final Plat approval. A Bonded Plat can be recorded with the Register of Deeds for Lexington County which allows subdivision parcels to be conveyed.

Lexington County reserves the right to deny the bonding process to a developer or any person, entity, corporation, LLC, or association in partnership with the developer. If a developer has failed to uphold his responsibilities of the bonding process or the completion of infrastructure for a development, then the Supplemental Surety shall be collected by Lexington County. **Once the Supplemental Surety is collected for a development for any bond type, the developer or any related entity will not be allowed to bond another project in Lexington County for a period of five (5) years, unless the bonding of a subsequent phase of the same subdivision is necessary in order to obtain Final Plat approval of a prior phase.**

### 7.1.1 Subdivision Agreement and Surety Bond Document

The Subdivision Agreement and Surety Bond document is available from the Community Development Department. The Agreement and Surety Bond is executed by the developer and reviewed for approval by the County Attorney and County Administrator. The dollar amount inserted on the Agreement and Surety Bond shall be at least 150% of the bond estimate, as approved by PW/SWD. The Agreement and Surety Bond shall be executed to allow up to 24 months for the **initial coverage period** for completion of the infrastructure.

**If failures become evident during the initial coverage period the PW/SWD will provide written notification to the developer of the repair work required. The developer shall then have 30 days to prepare a schedule of corrective actions. If not completed within the approved schedule, the PW/SWD reserves the right to correct the repairs using the money in the surety bond to cover the costs.**

### 7.1.2 Supplemental Surety

Supplemental surety is required in addition to the Subdivision Agreement and Surety Bond. A developer must obtain from a financial institution with Lexington County Council as the beneficiary, supplemental surety in the form of an irrevocable letter of credit, escrow account, or cash deposit in the amount of 125% of the bond estimate as approved by PW/SWD. **Letters of Credit must be issued by a Financial Institution with a full service branch located within the State of South Carolina, at which the Letter of Credit may be presented for payment.** Lexington County will not accept any guarantee with an automatic renewal clause or that requires draw downs for monthly expenditures. Payment of monthly expenditures is the sole responsibility of the developer and does not affect the amount of money held in the surety.

### 7.1.3 Reductions

**A one-time bond reduction may be allowed during the initial coverage period for infrastructure that has been satisfactorily completed. A request to reduce the supplemental surety shall be submitted to the Community Development Department and include a revised Bond Estimate prepared by the Engineer of**

Record. The PW/SWD will review and approve the revised bond estimate. The supplemental surety shall not be reduced below the projected warranty bond amount, if applicable. No reductions shall be allowed for costs associated with sediment and erosion control BMP's or road repair.

#### **7.1.4 Extensions**

After the initial coverage period, a one year extension may be granted at the discretion of Lexington County PW/SWD with a supplemental surety equal to 125% of the approved bond estimate. This is a one-time extension and Lexington County will not accept an extension request with an automatic renewal clause. To obtain an extension of the Subdivision Agreement and Surety Bond annual expiration date, the developer shall first provide an extension of the supplemental surety in a timely manner prior to its expiration date.

If the infrastructure work is not completed and approved by the PW/SWD, or an extension is not obtained prior to the supplemental surety expiration date, the supplemental surety will be collected by the County. Where it appears that the supplemental surety collected is insufficient to finance the required improvements and the applicant has defaulted, Lexington County reserves the right to assess the applicant the cost of the improvements over and above the surety amount.

#### **7.1.5 Bond Estimate**

The bond estimate is the associated construction cost, for completing the roads, stormwater conveyance system, sediment and erosion control measures/BMP maintenance, water quality practices, and water and sewer systems as well as associated engineering and surveying costs necessary to obtain Final Plat approval. If the developer is bonding a phase within a larger development, the bond estimate/plat shall include all necessary improvements required for the phase to function as a stand-alone project. This estimate shall be approved by PW/SWD to cover the cost should Lexington County be required to complete the infrastructure if the developer fails to satisfy the terms and conditions of the Subdivision Agreement and Surety Bond. The PW/SWD will also verify that the approved bond estimate will not be less than the projected warranty bond estimate for the project. The bond estimate shall bear the live signature and seal of the Licensed Professional Engineer.

The Project Engineer's bond estimate is reviewed for approval by the PW/SWD using current cost factors. A copy of the bond estimate including unit cost prices is provided for use by the Project Engineer and can be found in Appendix Q. Due to fluctuation in actual contracting/material/construction costs, unit cost prices are subject to change at the discretion of Lexington County. In an effort to keep these prices current the bond estimate document shall be updated annually.

#### **7.1.6 Bonded Plats**

Four copies of a Bonded Plat should be submitted for redlining along with or prior to the bond estimate submittal. Upon completion of the review process a Bonded Plat will be considered for approval. The Bonded Plat submittal requirements can be found in Appendix Q.

Sign fees shall be collected by the PW/SWD prior to Bonded/Final Plat approval. The PW/SWD will place the order for the signs to be made and they can be picked up by the developer or installed by Lexington County once the infrastructure of the subdivision has been substantially completed.

Note: The developer may opt to order custom sign posts from a private party at his own expense, but signs must be ordered from Lexington County to ensure that SCDOT specifications are met. If custom posts and hardware are used, they must be designed and installed to meet SCDOT requirements. Shoulders shall be graded in a timely manner such that sign installation can occur prior to residents inhabiting the subdivision. (More information on signage may be found in Chapter 4.11 of the Land Development Manual.)

Note: Subdivision lots containing temporary sediment traps shall be excluded from platting and shown as future development until 80% of the lots in the area draining to the trap have been built-out and stabilized. These lots may be platted once this requirement has been met and the trap has been removed at the approval of the PW/SWD.

## **7.2 Warrant Period/Permanent Stabilization Bond for Publicly Maintained Subdivision**

Roads and stormwater management systems that are to be dedicated to Lexington County for public maintenance shall be under warranty by the developer for a period of **two years** or as specified on the Final Plat. Prior to **Final Plat approval, the developer shall provide a warranty bond for the correction of any defects and/or failures of improvements that will be maintained by Lexington County.** The warranty bond shall be in an amount of at least 25% of the total construction costs of the infrastructure that will be maintained by Lexington County. **Total construction costs shall be calculated using the unit costs reflected on the Bond Estimate Worksheet unless the actual contract costs are higher. The warranty bond shall be in the form of an irrevocable letter of credit from a bonding company with a full service branch located in the state of South Carolina, escrow account, or cash deposit subject to County Attorney approval to verify that the interests of Lexington County are protected.** This bond shall be in place prior to the Final Plat approval and carried throughout the warranty period. All construction costs shall be verified by the PW/SWD. The warranty bond shall also include an amount associated with the cost of maintaining temporary BMP's until permanent stabilization is achieved.

If the site does not have permanent stabilization at the time of Final Plat approval then 125 % of the remaining permanent stabilization costs may be included in the warranty bond at the developer's request.

**If a developer requests a permanent stabilization bond in order to record a Final Plat for a development permitted prior to the effective date of this policy, the developer will be required to post a warranty bond in conjunction with the stabilization bond. The warranty bond will be a mandatory requirement for all developments permitted after the effective date of this policy.**

**If the site has not been completely stabilized by the end of the warranty/permanent stabilization bond period the developer/permit applicant is in violation of the Lexington County Stormwater Ordinance. The PW/SWD shall issue a criminal citation subject to the penalty jurisdiction of the Magistrate's Court and the developer/applicant will forfeit all monies secured for the permanent stabilization bond.**

The PW/SWD shall maintain surveillance over the infrastructure with a semiannual inspection schedule, as referenced in Chapter 5 and provide written notification to the developer if repair work is required during the warranty period. The developer shall then have 30 days to prepare a schedule of corrective actions. If not completed within the approved schedule, the PW/SWD can correct the repairs using the

money in the warranty bond to cover the costs. Road and/or stormwater conveyance defects that directly affect public safety shall be addressed immediately, either by the developer or by the PW/SWD. If the PW/SWD addresses the problem the monies in the warranty bond shall be used to cover the costs of repair.

The Land Disturbance Permit shall not be closed until the final warranty inspection has been completed and approved by the PW/SWD. The PW/SWD will provide documentation notifying the developer of Land Disturbance Permit closure upon completion and approval of a final warranty inspection.

### **7.3 Permanent Stabilization Bond for Privately Maintained Subdivisions**

A privately maintained subdivision can receive Final Plat approval without permanent stabilization by establishing a permanent stabilization bond. Prior to Final Plat approval, the developer shall provide a permanent stabilization bond to cover the costs of permanently stabilizing all disturbed areas of the site. If building permits have been issued for a lot or block of lots, the disturbed area associated with the lot/lots may be omitted. The permanent stabilization bond shall be in an amount of at least 125% of the remaining permanent vegetation costs. The cost amounts shall be verified by the PW/SWD. The permanent stabilization bond shall be effective for a period of two years from the date of Final Plat approval. The permanent stabilization bond shall be in the form of an irrevocable letter of credit from a bonding company with a full service branch located in the state of South Carolina, escrow account, or cash deposit subject to County Attorney approval to verify that the interests of Lexington County are protected.

The PW/SWD shall maintain surveillance over the system with a semiannual inspection schedule, as referenced in Chapter 5, and provide written notification to the developer if sediment and erosion control problems occur during the two year period. The developer shall then have 30 days to prepare a schedule of corrective actions. If not completed within the approved schedule, the PW/SWD shall correct the stabilization problems using the monies in the permanent stabilization bond to cover the costs.

The Land Disturbance Permit shall not be closed until the final permanent stabilization inspection has been completed and approved by the PW/SWD. The PW/SWD will provide documentation notifying the developer of Land Disturbance Permit closure upon completion and approval of a permanent stabilization inspection.

If the site has not been completely stabilized by the end of the permanent stabilization bond period then the developer/permit applicant is in violation of the Lexington County Stormwater Ordinance. The PW/SWD shall issue a criminal citation subject to the penalty jurisdiction of the Magistrate's Court and the developer/applicant will forfeit all monies secured for the permanent stabilization bond.

### **7.4 Commercial Grassing Agreement**

The Commercial Construction Site Grassing Agreement is an option which allows a commercial construction site to obtain a Certificate of Occupancy (CO) before final stabilization of a site has been achieved. The developer/permit applicant can obtain a Commercial Construction Grassing Agreement by securing monies with the PW/SWD.

Final stabilization is 70 % permanent vegetative coverage across 100 % of the construction site for all disturbed areas without buildings or pavement. Seeding with temporary grass is not considered final stabilization.

#### **7.4.1 Eligibility**

To be eligible for a Commercial Construction Site Grassing Agreement, the developer/permit applicant must meet the following criteria:

- i. The approved land disturbance permit shall be for a commercial project. Residential projects are not eligible for the Commercial Site Grassing Agreement.
- ii. The site shall be graded so that permanent grass and/or other methods of final stabilization can be achieved.
- iii. The developer/permit applicant shall make reasonable attempts to establish permanent grass or seed prior to Lexington County's acceptance of the Commercial Construction Site Grassing Agreement.
- iv. All off site areas disturbed during the construction process shall be completely stabilized (i.e. any off site utility lines).
- v. As-built surveys must be submitted and approved by the PW/SWD for all ponds (detention/retention/amenity).
- vi. All recorded covenants for permanent maintenance for stormwater ponds (detention/retention/amenity) must be approved by the PW/SWD.
- vii. The developer or permit applicant shall agree to the Commercial Construction Site Grassing Agreement.
- viii. All sites greater than 1 acre shall continue with weekly or bi-weekly inspections until the site has been stabilized and the agreement has been released by PW/SWD.

#### **7.4.2 Commercial Site Grassing Agreement**

If the developer/permit applicant meets all eligibility criteria, they may apply for a commercial grassing agreement by signing the Commercial Construction Site Grassing Agreement. The developer/permit applicant shall have the site completely stabilized by the end of the agreement period set by the PW/SWD.

The amount of money required to secure the agreement shall be at the discretion of the PW/SWD. The PW/SWD will calculate the amount of money to be secured using \$5000 per disturbed acre or any portion of a disturbed acre. The PW/SWD reserves the right to adjust this amount if the topography of the site requires additional stabilization measures.

If the site has been completely stabilized before the end of the agreement period, the developer/permit applicant will be refunded the entire amount of the agreement. Any interest accrued by the County while the monies are in its account will remain as the property of Lexington County.

### **7.4.3 Extensions**

A developer/permit applicant can request an agreement extension in the event that unforeseen circumstances do not allow final stabilization to occur. The request must be written and submitted to the PW/SWD at 440 Ball Park Road, Lexington SC 29072, 10 days prior to the expiration of the agreement. This request will be evaluated by the PW/SWD, and an extension will be considered. The PW/SWD reserves all rights to deny an extension request.

### **7.4.4. Failure to Meet Grassing Agreement Requirements**

If the site has not been completely stabilized by the end of the grassing agreement period, or an extension has not been approved, then the developer/permit applicant is in violation of the Lexington County Stormwater Ordinance. The PW/SWD shall issue a criminal citation subject to the penalty jurisdiction of the magistrate's court and the developer/applicant will forfeit all monies secured for the agreement.



## Chapter 7-Agreements, Bonding and Warranties

This chapter was developed to provide engineers, developers, designers and others with information on the various agreements, bonds and warranties issued by the PW/SWD.

### 7.1 Subdivision Bonding Process

**Comment [cb1]:** After considering HBA comments, omitted 5 year restriction on bonding clause

Bonding a subdivision is an opportunity, at the discretion of County Council, for a developer to execute an Agreement and Surety Bond and provide supplemental surety to guarantee completion of the infrastructure of a development. The infrastructure shall include conveyance systems, roads, storm drainage, water quality BMP's, water system and sewer system, in order to sell parcels prior to a Final Plat approval. A Bonded Plat can be recorded with the Register of Deeds for Lexington County which allows subdivision parcels to be conveyed.

Lexington County reserves the right to deny the bonding process to a developer or any person, entity, corporation, LLC, or association in partnership with the developer. If a developer has failed to uphold his responsibilities of the bonding process or the completion of infrastructure for a development, then the Supplemental Surety shall be collected by Lexington County.

#### 7.1.1 Subdivision Agreement and Surety Bond Document

The Subdivision Agreement and Surety Bond document is available from the Community Development Department. The Agreement and Surety Bond is executed by the developer and reviewed for approval by the County Attorney and County Administrator. The dollar amount inserted on the Agreement and Surety Bond shall be at least 150% of the bond estimate, as approved by PW/SWD. The Agreement and Surety Bond shall be executed to allow up to 24 months for the initial coverage period for completion of the infrastructure.

**Comment [cb2]:** Revised wording for clarification

If failures become evident during the initial coverage period the PW/SWD will provide written notification to the developer of the repair work required. The developer shall then have 30 days to prepare a schedule of corrective actions. If not completed within the approved schedule, the PW/SWD reserves the right to correct the repairs using the money in the surety bond to cover the costs.

**Comment [cb3]:** In the past, Roadway failures, etc. have often been put off until the developer was ready to Final the project. If these failures are corrected sooner, the cost of repair may be lessened and will provide a better product to Lexington County.

#### 7.1.2 Supplemental Surety

Supplemental surety is required in addition to the Subdivision Agreement and Surety Bond. A developer must obtain from a financial institution with Lexington County Council as the beneficiary, supplemental surety in the form of an irrevocable letter of credit, escrow account, or cash deposit in the amount of 125% of the bond estimate as approved by PW/SWD. Letters of Credit must be



issued by a Financial Institution with a full service branch located within the State of South Carolina, at which the Letter of Credit may be presented for payment. Lexington County will not accept any guarantee with an automatic renewal clause or that requires draw downs for monthly expenditures. Payment of monthly expenditures is the sole responsibility of the developer and does not affect the amount of money held in the surety.

**Comment [cb4]:** This is a new comment that we have added since the July Council presentation. Common practice...Charleston, Horry, Greenville,

### 7.1.3 Reductions

A one-time bond reduction may be allowed during the initial coverage period for infrastructure that has been satisfactorily completed. A request to reduce the supplemental surety shall be submitted to the Community Development Department and include a revised Bond Estimate prepared by the Engineer of Record. The PW/SWD will review and approve the revised bond estimate. The supplemental surety shall not be reduced below the projected warranty bond amount, if applicable. No reductions shall be allowed for costs associated with sediment and erosion control BMP's or road repair.

**Comment [cb5]:** Revised section in consideration of HBA comments and discussion from July Council meeting.

### 7.1.4 Extensions

After the initial coverage period, a one year extension may be granted at the discretion of Lexington County PW/SWD with a supplemental surety equal to 125% of the approved bond estimate. This is a one-time extension and Lexington County will not accept an extension request with an automatic renewal clause. To obtain an extension of the Subdivision Agreement and Surety Bond annual expiration date, the developer shall first provide an extension of the supplemental surety in a timely manner prior to its expiration date.

**Comment [cb6]:** Revised sentence to reflect HBA's comments.

**Comment [cb7]:** This line was added for clarification.

If the infrastructure work is not completed and approved by the PW/SWD, or an extension is not obtained prior to the supplemental surety expiration date, the supplemental surety will be collected by the County. Where it appears that the supplemental surety collected is insufficient to finance the required improvements and the applicant has defaulted, Lexington County reserves the right to assess the applicant the cost of the improvements over and above the surety amount.

### 7.1.5 Bond Estimate

The bond estimate is the associated construction cost, for completing the roads, stormwater conveyance system, sediment and erosion control measures/BMP maintenance, water quality practices, and water and sewer systems as well as associated engineering and surveying costs necessary to obtain Final Plat approval. If the developer is bonding a phase within a larger development, the bond estimate/plat shall include all necessary improvements required for the



phase to function as a stand-alone project. This estimate shall be approved by PW/SWD to cover the cost should Lexington County be required to complete the infrastructure if the developer fails to satisfy the terms and conditions of the Subdivision Agreement and Surety Bond. The PW/SWD will also verify that the approved bond estimate will not be less than the projected warranty bond estimate for the project. The bond estimate shall bear the live signature and seal of the Licensed Professional Engineer.

**Comment [cb8]:** This will protect the County's interests if the developer defaults on the bonded phase and future development of subsequent phases are delayed or discontinued.

**Comment [cb9]:** Staff revision of wording to further clarify statement.

The Project Engineer's bond estimate is reviewed for approval by the PW/SWD using current cost factors. A copy of the bond estimate including unit cost prices is provided for use by the Project Engineer and can be found in Appendix Q. Due to fluctuation in actual contracting/material/construction costs, unit cost prices are subject to change at the discretion of Lexington County. In an effort to keep these prices current the bond estimate document shall be updated annually.

**Comment [SW10]:** This may change depending on Appendix updates in other chapters

### 7.1.6 Bonded Plats

Four copies of a Bonded Plat should be submitted for redlining along with or prior to the bond estimate submittal. Upon completion of the review process a Bonded Plat will be considered for approval. The Bonded Plat submittal requirements can be found in Appendix Q.

Sign fees shall be collected by the PW/SWD prior to Bonded/Final Plat approval. The PW/SWD will place the order for the signs to be made and they can be picked up by the developer or installed by Lexington County once the infrastructure of the subdivision has been substantially completed.

Note: The developer may opt to order custom sign posts from a private party at his own expense, but signs must be ordered from Lexington County to ensure that SCDOT specifications are met. If custom posts and hardware are used, they must be designed and installed to meet SCDOT requirements. Shoulders shall be graded in a timely manner such that sign installation can occur prior to residents inhabiting the subdivision. (More information on signage may be found in Chapter 4.11 of the Land Development Manual.)

Note: Subdivision lots containing temporary sediment traps shall be excluded from platting and shown as future development until 80% of the lots in the area draining to the trap have been built-out and stabilized. These lots may be platted once this requirement has been met and the trap has been removed at the approval of the PW/SWD.

**Comment [cb11]:** Restructured paragraphs to read more clearly. Addressed HBA's comment of timing of installation. Requiring Lex. Co. signs to be ordered due to ongoing problems of private party signs being ordered substandard to specifications.

**Comment [cb12]:** This also needs to be included in the Manual where the requirements for removing temporary sediment traps are located.

## 7.2 Warranty Period/Permanent Stabilization Bond for Publicly Maintained Subdivisions

Roads and stormwater management systems that are to be dedicated to Lexington County for public maintenance shall be under warranty by the developer for a period of two years

**Comment [cb13]:** Restructured paragraphs for clarification



or as specified on the Final Plat. Prior to Final Plat approval, the developer shall provide a warranty bond for the correction of any defects and/or failures of improvements that will be maintained by Lexington County. The warranty bond shall be in an amount of at least 25% of the total construction costs of the infrastructure that will be maintained by Lexington County. Total construction costs shall be calculated using the unit costs reflected on the Bond Estimate Worksheet unless the actual contract costs are higher. The warranty bond shall be in the form of an irrevocable letter of credit from a bonding company with a full service branch located in the state of South Carolina, escrow account, or cash deposit subject to County Attorney approval to verify that the interests of Lexington County are protected. This bond shall be in place prior to the Final Plat approval and carried throughout the warranty period. All construction costs shall be verified by the PW/SWD. The warranty bond shall also include an amount associated with the cost of maintaining temporary BMP's until permanent stabilization is achieved.

**Comment [SA15]:** Who is going to handle this additional bond?

**Comment [cb16]:** Added this line for clarification.

**Comment [cb17]:** We need clarification from Jeff on acceptable forms for the surety bond. We have contacted a few local bonding agencies whom have been agreeable to issuing these types of bonds as long as the client can meet their financial criteria.

If the site does not have permanent stabilization at the time of Final Plat approval then 125 % of the remaining permanent stabilization costs may be included in the warranty bond at the developer's request.

Note: If a developer requests a permanent stabilization bond in order to record a Final Plat for a development permitted prior to the effective date of this policy, the developer will be required to post a warranty bond in conjunction with the stabilization bond. The warranty bond will be a mandatory requirement for all developments permitted after the effective date of this policy.

**Comment [cb18]:** Added this section to make permanent stabilization bond available to existing developments while protecting the County's interest.

If the site has not been completely stabilized by the end of the warranty/permanent stabilization bond period the developer/permit applicant is in violation of the Lexington County Stormwater Ordinance. The PW/SWD shall issue a criminal citation subject to the penalty jurisdiction of the Magistrate's Court and the developer/applicant will forfeit all monies secured for the permanent stabilization bond.

**Comment [cb19]:** New to this section....this is the same policy as the commercial grassing section.

The PW/SWD shall maintain surveillance over the infrastructure with a semiannual inspection schedule, as referenced in Chapter 5 and provide written notification to the developer if repair work is required during the warranty period. The developer shall then have 30 days to prepare a schedule of corrective actions. If not completed within the approved schedule, the PW/SWD can correct the repairs using the money in the warranty bond to cover the costs. Road and/or stormwater conveyance defects that directly affect public safety shall be addressed immediately, either by the developer or by the PW/SWD. If the PW/SWD addresses the problem the monies in the warranty bond shall be used to cover the costs of repair.

**Comment [cb20]:** Section to be determined



The Land Disturbance Permit shall not be closed until the final warranty inspection has been completed and approved by the PW/SWD. The PW/SWD will provide documentation notifying the developer of Land Disturbance Permit closure upon completion and approval of a final warranty inspection.

### 7.3 Permanent Stabilization Bond for Privately Maintained Subdivisions

A privately maintained subdivision can receive Final Plat approval without permanent stabilization by establishing a permanent stabilization bond. Prior to Final Plat approval, the developer shall provide a permanent stabilization bond to cover the costs of permanently stabilizing all disturbed areas of the site. If building permits have been issued for a lot or block of lots, the disturbed area associated with the lot/lots may be omitted. The permanent stabilization bond shall be in an amount of at least 125% of the remaining permanent vegetation costs. The cost amounts shall be verified by the PW/SWD. The permanent stabilization bond shall be effective for a period of two years from the date of Final Plat approval. The permanent stabilization bond shall be in the form of an irrevocable letter of credit from a bonding company with a full service branch located in the state of South Carolina, escrow account, or cash deposit subject to County Attorney approval to verify that the interests of Lexington County are protected.

The PW/SWD shall maintain surveillance over the system with a semiannual inspection schedule, as referenced in Chapter 5 - -, and provide written notification to the developer if sediment and erosion control problems occur during the two year period. The developer shall then have 30 days to prepare a schedule of corrective actions. If not completed within the approved schedule, the PW/SWD shall correct the stabilization problems using the monies in the permanent stabilization bond to cover the costs.

The Land Disturbance Permit shall not be closed until the final permanent stabilization inspection has been completed and approved by the PW/SWD. The PW/SWD will provide documentation notifying the developer of Land Disturbance Permit closure upon completion and approval of a permanent stabilization inspection.

**Comment [cb21]:** We are going to check on the type of bond needed to cover this section.

**Comment [SA22]:** Who is going to handle this additional bond?

**Comment [cb23]:** Considered HBA's comments. This coincides with the area we have required the developer to stabilize prior to recording a Final Plat for the last 2 years.

**Comment [cb24]:** Added for clarification

**Comment [SW25]:** Add this to Chapter 5

**Comment [cb26]:** Add this to Chapter 5



If the site has not been completely stabilized by the end of the permanent stabilization bond period then the developer/permit applicant is in violation of the Lexington County Stormwater Ordinance. The PW/SWD shall issue a criminal citation subject to the penalty jurisdiction of the Magistrate’s Court and the developer/applicant will forfeit all monies secured for the permanent stabilization bond.

**Comment [cb27]:** New to this section....this is the same policy as the commercial grassing section.

## 7.4 Commercial Grassing Agreement

**Comment [cb28]:** The appendix will have to be updated for these sections upon approval.

The Commercial Construction Site Grassing Agreement is an option which allows a commercial construction site to obtain a Certificate of Occupancy (CO) before final stabilization of a site has been achieved. The developer/permit applicant can obtain a Commercial Construction Grassing Agreement by securing monies with the PW/SWD.

Final stabilization is 70 % permanent vegetative coverage across 100 % of the construction site for all disturbed areas without buildings or pavement. Seeding with temporary grass is not considered final stabilization.

### 7.4.1 Eligibility

To be eligible for a Commercial Construction Site Grassing Agreement, the developer/permit applicant must meet the following criteria:

- i. The approved land disturbance permit shall be for a commercial project. Residential projects are not eligible for the Commercial Site Grassing Agreement.
- ii. The site shall be graded so that permanent grass and/or other methods of final stabilization can be achieved.
- iii. The developer/permit applicant shall make reasonable attempts to establish permanent grass or seed prior to Lexington County’s acceptance of the Commercial Construction Site Grassing Agreement.
- iv. All off site areas disturbed during the construction process shall be completely stabilized (i.e. any off site utility lines).
- v. As-built surveys must be submitted and approved by the PW/SWD for all ponds (detention/retention/amenity).
- vi. All recorded covenants for permanent maintenance for stormwater ponds (detention/retention/amenity) must be approved by the PW/SWD.
- vii. The developer or permit applicant shall agree to the Commercial Construction Site Grassing Agreement.
- viii. All sites greater than 1 acre shall continue with weekly or bi-weekly inspections until the site has been stabilized and the agreement has been released by PW/SWD.



#### 7.4.2 Commercial Site Grassing Agreement

If the developer/permit applicant meets all eligibility criteria, they may apply for a commercial grassing agreement by signing the Commercial Construction Site Grassing Agreement. The developer/permit applicant shall have the site completely stabilized by the end of the agreement period set by the PW/SWD.

The amount of money required to secure the agreement shall be at the discretion of the PW/SWD. The PW/SWD will calculate the amount of money to be secured using \$5000 per disturbed acre or any portion of a disturbed acre. The PW/SWD reserves the right to adjust this amount if the topography of the site requires additional stabilization measures.

If the site has been completely stabilized before the end of the agreement period, the developer/permit applicant will be refunded the entire amount of the agreement. Any interest accrued by the County while the monies are in its account will remain as the property of Lexington County.

#### 7.4.3 Extensions

A developer/permit applicant can request an agreement extension in the event that unforeseen circumstances do not allow final stabilization to occur. The request must be written and submitted to the PW/SWD at 440 Ball Park Road, Lexington SC 29072, 10 days prior to the expiration of the agreement. This request will be evaluated by the PW/SWD, and an extension will be considered. The PW/SWD reserves all rights to deny an extension request.

#### 7.4.4 Failure to Meet Grassing Agreement Requirements

If the site has not been completely stabilized by the end of the grassing agreement period, or an extension has not been approved, then the developer/permit applicant is in violation of the Lexington County Stormwater Ordinance. The PW/SWD shall issue a criminal citation subject to the penalty jurisdiction of the magistrate's court and the developer/applicant will forfeit all monies secured for the agreement.

**Comment [cb29]:** Took HBA's comments into consideration, but due to topography, cost for stabilization methods could exceed \$5000 an acre. This process has been in practice for approximately 2 years and seems to be working. The only change has been the \$5000, because some contractors have threatened to walk away on a \$2000 agreement.

# Lexington County Land Development Manual

## Appendix “Q”

**Comment [cb1]:** These are some of the items that will be found in the Appendix. The lettering of the Appendix may be subject to change depending on revisions/additions of the Manual and order of approval. This is a draft form.

DRAFT

## **Approval and Criteria Requirements for Bonded Plats**

**Comment [cb1]:** This may need to be added to the appendix at the time Ch7 is approved. Can anyone think of anything that needs to be added?

**Bonded Plats-** Four copies of a Bonded Plat should be submitted for redlining along with or prior to the bond estimate submittal. Upon completion of the bonding process a Bonded Plat will be considered for approval.

Approval requirements:

- 12 suitable copies of the Bonded Plat and County's redline
- Bonded Plat fee,
- Appropriate water and sewer system verification,
- Bond Estimate to complete infrastructure & projected Warranty Bond Estimate for comparison
- Copy of itemized contractor's bid
- Executed Bond Document and Supplemental Surety.
- Completed Financial Responsibility Form
- Signage fees

Criteria requirements:

- Scale, 1 inch = 100 feet or 1 inch = 50 feet
- Paper size, 24 inches by 36 inches or 18 inches by 24 inches
- Number of copies, 12
- Bonded Plat title
- Approved name of subdivision, including phases if applicable
- Type of development
- Name and mailing address, telephone number, email address of subdivider
- Name and mailing address, telephone number, email address of engineer
- Name and mailing address, telephone number, email address of surveyor
- Plat date and revision date if applicable
- Tax Map Number(s) of project's parent parcel(s)
- Total acreage to be subdivided
- Total number of lots
- Scaled vicinity map showing surrounding area's road system in relation to subdivision
- "Privately maintained road" labels as applicable
- All bearings and distances and labels for the closed perimeter boundary, individual parcel boundaries, community areas, areas dedicated to public use, right-of-way, and easements (including relevant off-site drainage easements), accurate to at least the Class B-Suburban Land Surveys classification of the South Carolina Board of Registration for Professional Engineers and Land Surveyors, and accounting for the use of all land within the project perimeter

- Sufficient data to determine readily and reproduce on the ground location, bearing and length of every road centerline, subdivision boundary line, lot and block line, whether curved or straight. This shall include the radius, central angle and tangent distance for the center lines of curved streets. Curved property lines shall show the arc or chord distance radii.
- All dimensions to the nearest one hundredth (0.01) of a foot and angles to the nearest minute
- Location and description of all monuments
- Scaled layout of all existing or proposed water or drainage features (including those shown on the Drainage Area Map of the Lexington County Sediment Control and Storm Drainage Ordinance), designated 100-year floodplain boundaries, wetland boundaries, water quality buffer boundaries, and Municipal or County boundaries, all identified and dimensioned
- Deed record names and locations of property owners adjacent to project perimeter boundary
- Individual lot acreages and accurate to within 0.01 acre (alternatively lot sizes in square feet)
- Individual lot identification numbers
- Approved new road names
- Developers self-imposed minimum building setback lines, if applicable
- Graphic scale and numerical scale
- North arrow identified as magnetic true, or grid north
- Physical description of property corners
- Measured distance to nearest established intersection
- Method for determining area
- S.C Registered Land Surveyor's live signature and seal with ratio of precision certification relative to project perimeter boundary and internal surveying

**Owner's Certification-Bonded Plat**

I hereby certify that I am the **owner/agent** of the property shown and described hereon as \_\_\_\_\_ Subdivision, and that I adopt this plan of subdivision with my free consent, establish easements and right-of-ways as shown on this plat, have provided a bond to Lexington County Council with surety adequate to guarantee satisfactory completion of the remaining improvements; assume maintenance responsibility for all public improvements and sediment and erosion control practices until Land Disturbance Closure by the Lexington County PW/SWD. I also certify that all current State and County taxes or other assessments relative to this property have been paid.

\_\_\_\_\_  
 DATE                                      NAME OF OWNER/AGENT                                      SIGNATURE

**Comment [cb2]:** This is a revised Bonded Plat Certification. Do we need to start using something like this when these changes take place or will the Authorization of Signature and LDP Closing Document stand alone?

**Comment [cb3]:** The Final Plat certification may also need to be revised when Ch 7 is approved.

# THIS SUBDIVISION

## BOND ESTIMATE WORKSHEET

June 23, 2010

The following is a complete breakout of the work remaining on the referenced project; this estimate is based on the approved plans and verified by an on-site inspection. The estimate shall bear the signature and seal of the engineer of record. The unit costs reflected below is the minimum that will be accepted by Lexington County. Actual contract costs should be used if they are higher than the Unit Cost listed below.

CLEARING & GRUBBING & GRADING	QUANTITY	UNITS	UNIT COST	TOTAL
Clearing & Grubbing		Acre	\$5,000.00	\$0.00
Strip Topsoil		CY	\$3.00	\$0.00
Rough Grading		CY	\$4.25	\$0.00
Fill		CY	\$2.00	\$0.00
On-site Haul		CY	\$4.00	\$0.00
Mucking		CY	\$7.50	\$0.00
Fine Grading		SY	\$1.75	\$0.00
Replace Topsoil		CY	\$4.00	\$0.00
			<b>SUB-TOTAL</b>	<b>\$0.00</b>
<b>SEDIMENT AND EROSION CONTROL</b>				
Sediment Trap @ Inlet		EA	\$150.00	\$0.00
Grassing		Acre	\$3,000.00	\$0.00
Silt Fence		LF	\$5.00	\$0.00
Sediment/Stilling Basin		EA	\$3,750.00	\$0.00
Rip-Rap Check Dams		EA	\$700.00	\$0.00
Construction Entrance		EA	\$1,500.00	\$0.00
Geotextile Fabric		SF		\$0.00
CEPSCI Inspections		EA	\$100.00	\$0.00
Sediment Trap Maintenance		EA	\$100.00	\$0.00
Silt Fence Maintenance		LF	\$2.00	\$0.00
Sediment Basin Maintenance		EA	\$600.00	\$0.00
Rip-Rap Check Dams Maintenance		EA	\$250.00	\$0.00

varies w/ type  
6 month min.

		<b>SUB-TOTAL</b>	<b>\$0.00</b>	
<b>STORM DRAINAGE</b>				
Catch Basin (3'x3')	EA	\$1,750.00	\$0.00	
Catch Basin (4'x4')	EA	\$2,350.00	\$0.00	
Catch Basin (other)	EA		\$0.00	
Yard Inlet (3'x3')	EA	\$1,700.00	\$0.00	
Yard Inlet (4'x4')	EA	\$2,300.00	\$0.00	
Yard Inlet (other)	EA		\$0.00	
Junction Box (3'X3')	EA	\$1,700.00	\$0.00	
Junction Box (4'x4')	EA	\$2,300.00	\$0.00	
Junction Box (other)	EA		\$0.00	
Rip-Rap Headwall	EA	\$500.00	\$0.00	
Flared End Section (18")	EA	\$1,150.00	\$0.00	
Flared End Section (24")	EA	\$1,400.00	\$0.00	
Flared End Section (30")	EA	\$1,775.00	\$0.00	
Headwall 24"	EA	\$850.00	\$0.00	
Headwall 30"	EA	\$1,000.00	\$0.00	
Headwall 36"	EA	\$1,400.00	\$0.00	
Headwall 42"	EA	\$2,100.00	\$0.00	
Headwall 48"	EA	\$3,000.00	\$0.00	
Headwall (other)	EA		\$0.00	
15" RCP	LF	\$21.00	\$0.00	
18" RCP	LF	\$23.00	\$0.00	
24" RCP	LF	\$30.00	\$0.00	
30" RCP	LF	\$40.00	\$0.00	
36" RCP	LF	\$50.00	\$0.00	
42" RCP	LF	\$66.00	\$0.00	
48" RCP	LF	\$90.00	\$0.00	
Rip-Rap Hand Placed	SY	\$52.00	\$0.00	
Rip-Rap Hand Grouted	SY	\$70.00	\$0.00	
Swale	LF	\$3.00	\$0.00	
Ditch, shallow (2' bottom)	LF	\$6.00	\$0.00	
Channel Improvements	LF	\$4.00	\$0.00	
Pond Detention	Acre	\$7,000.00	\$0.00	
Pond Outlet	EA	\$4,000.00	\$0.00	varies
Underdrain	LF	\$16.00	\$0.00	
		<b>SUB-TOTAL</b>	<b>\$0.00</b>	
<b>WATER SYSTEM</b>				
4" PVC Pipe	LF	\$9.00	\$0.00	
6" PVC Pipe	LF	\$12.00	\$0.00	
8" PVC Pipe	LF	\$17.00	\$0.00	

10" PVC Pipe	LF	\$22.00	\$0.00	
4" DIP Pipe	LF	\$16.00	\$0.00	
6" DIP Pipe	LF	\$22.00	\$0.00	
8" DIP Pipe	LF	\$32.00	\$0.00	
10" DIP Pipe	LF	\$44.00	\$0.00	
Tapping Sleeve and Valve	EA	\$3,000.00	\$0.00	size and
4"x4"x4"x4" Cross	EA	\$375.00	\$0.00	cost varies
6"x6"x6"x6" Cross	EA	\$425.00	\$0.00	
8"x8"x8"x8" Cross	EA	\$450.00	\$0.00	
8"x6"x8"x6" Cross	EA	\$450.00	\$0.00	
4"x4"x4" Tee	EA	\$300.00	\$0.00	
6"x6"x6" Tee	EA	\$375.00	\$0.00	
8"x8"x8" Tee	EA	\$400.00	\$0.00	
10"x10"x10" Tee	EA	\$500.00	\$0.00	
4" Gate Valve	EA	\$450.00	\$0.00	
6" Gate Valve	EA	\$650.00	\$0.00	
8" Gate Valve	EA	\$800.00	\$0.00	
10" Gate Valve	EA	\$1,100.00	\$0.00	
6" - 90d Bend	EA	\$225.00	\$0.00	
6" - 45d Bend	EA	\$225.00	\$0.00	
6" - 22.5d Bend	EA	\$225.00	\$0.00	
8" - 90d Bend	EA	\$300.00	\$0.00	
8" - 45d Bend	EA	\$300.00	\$0.00	
8" - 22.5d Bend	EA	\$300.00	\$0.00	
10" - 90d Bend	EA	\$400.00	\$0.00	
10" - 45d Bend	EA	\$400.00	\$0.00	
10" - 22.5d Bend	EA	\$400.00	\$0.00	
6"x4" Reducer	EA	\$225.00	\$0.00	
8"x6" Reducer	EA	\$300.00	\$0.00	
10"x8" Reducer	EA	\$400.00	\$0.00	
4" Plug	EA	\$175.00	\$0.00	
6" Plug	EA	\$225.00	\$0.00	
8" Plug	EA	\$300.00	\$0.00	
Fire Hydrant Assembly	EA	\$2,700.00	\$0.00	
Water Service	EA	\$500.00	\$0.00	
2" Blowoff	EA	\$200.00	\$0.00	
Post Hydrant	EA	\$650.00	\$0.00	
Testing	LS	\$1,000.00	\$0.00	
Tap fees	taps		\$0.00	Contact
* Thrust blocking is included w/ all fittings				provider
	<b>SUB-TOTAL</b>		<b>\$0.00</b>	
<b>SEWER SYSTEM</b>				
8" PVC Pipe (0-6)	LF	\$15.00	\$0.00	
8" PVC Pipe (6-8)	LF	\$17.00	\$0.00	

8" PVC Pipe (8-10)	LF	\$19.00	\$0.00	
8" PVC Pipe (10-12)	LF	\$24.00	\$0.00	
8" PVC Pipe (12-14)	LF	\$34.00	\$0.00	
8" PVC Pipe (14-16)	LF	\$42.00	\$0.00	
8" PVC Pipe (16-18)	LF	\$50.00	\$0.00	
8" PVC Pipe (18-20)	LF	\$67.00	\$0.00	
8" DIP Pipe (0-6)	LF	\$30.00	\$0.00	
8" DIP Pipe (6-8)	LF	\$32.00	\$0.00	
8" DIP Pipe (8-10)	LF	\$34.00	\$0.00	
8" DIP Pipe (10-12)	LF	\$39.00	\$0.00	
Manhole (0-6)	EA	\$1,600.00	\$0.00	
Manhole (6-8)	EA	\$1,900.00	\$0.00	
Manhole (8-10)	EA	\$2,200.00	\$0.00	
Manhole (10-12)	EA	\$2,600.00	\$0.00	
Manhole (12-14)	EA	\$3,100.00	\$0.00	
Manhole (14-16)	EA	\$3,700.00	\$0.00	
Drop Manhole	VF	\$200.00	\$0.00	
4" PVC Force Main	LF	\$12.00	\$0.00	
6" PVC Force Main	LF	\$17.00	\$0.00	
Air Release Valve	EA	\$2,800.00	\$0.00	
Sewer Service	EA	\$400.00	\$0.00	
Pump Station	LS	\$50,000.00	\$0.00	Cost varies
Tie to Existing Manhole (gravity)	EA	\$1,500.00	\$0.00	
Tie to Existing Manhole (force main)	EA	\$1,000.00	\$0.00	
Tie FM to Existing FM	EA	\$2,200.00	\$0.00	Cost varies
Testing	LS	\$2,000.00	\$0.00	
Tap fees	taps		\$0.00	Contact provider
	<b>SUB-TOTAL</b>		<b>\$0.00</b>	

**ROADWAY**

Macadam Base (6")	SY	\$8.75	\$0.00	
Macadam Base (8")	SY	\$10.75	\$0.00	
Macadam Base (10")	SY	\$12.75	\$0.00	
Tack	SY	\$1.50	\$0.00	
AC Black Base (2")	SY	\$9.50	\$0.00	
AC Black Base (2.5")	SY	\$11.50	\$0.00	
AC Black Base (4")	SY	\$18.00	\$0.00	
AC Surface (1")	SY	\$7.50	\$0.00	
AC Surface (1.5")	SY	\$8.25	\$0.00	
AC Surface (2")	SY	\$9.50	\$0.00	
AC Surface (2.5")	SY	\$11.50	\$0.00	
Triple Surface Treatment	SY	\$5.75	\$0.00	
Rolled Curb	LF	\$8.50	\$0.00	
Barrier Curb	LF	\$12.00	\$0.00	
Concrete Key	EA	\$300.00	\$0.00	
Road Barricades	EA	\$525.00	\$0.00	
Soil Cement	SY	\$18.50	\$0.00	
Asphalt Repair	SY	\$2.50	\$0.00	
Sidewalk - Asphalt	SY	\$11.00	\$0.00	
Sidewalk - Concrete	SF	\$7.00	\$0.00	

Guardrail	LF	\$40.00	\$0.00	
Guardrail End Section	EA	\$2,000.00	\$0.00	
	<b>SUB-TOTAL</b>		<b>\$0.00</b>	
<b>MISCELLANEOUS</b>				
Open Cut Road	LF	\$40.00	\$0.00	
Road Bore	LF	\$80.00	\$0.00	depends
Street Sign	EA	\$150.00	\$0.00	on size
Street Sign w/Private Maint.	EA	\$220.00	\$0.00	
Traffic Control Sign	EA	\$110.00	\$0.00	
Buffer Sign	EA	\$35.00	\$0.00	
Fencing (& gates)	LF	\$20.00	\$0.00	
Engineering	LS		\$0.00	varies
Final Plat	Lots	\$110.00	\$0.00	
As-Builts	LS		\$0.00	varies
	<b>SUB-TOTAL</b>		<b>\$0.00</b>	
	<b>TOTAL</b>		<b>\$0.00</b>	
	<b>125% of Total</b>		<b>\$0.00</b>	
	<b>150% of Total</b>		<b>\$0.00</b>	for Agreement & Surety Bond only

## Engineering Certificate of Bond Estimate

I hereby certify that all installed road improvements, storm drain system, sediment and erosion control practices, water supply system improvements, and sanitary sewer system improvements (as applicable) serving \_\_\_\_\_ Subdivision have been constructed to meet or exceed the minimum standards required by the Lexington County Public Works/Stormwater Division, and a bond document with supplemental surety adequate to guarantee satisfactory completion of the remaining improvements has been provided to Lexington County Council.

---

Date                      Name of Project Engineer                      Signature



**LAND DISTURBANCE PERMIT  
CLOSING DOCUMENT**  
**County of Lexington Public Works Stormwater Division**

- A. Name of Project: \_\_\_\_\_
- B. Land Disturbance Permit Number: \_\_\_\_ - \_\_\_\_
- C. Applicant Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Land Disturbance Permit Closing Certification**

The public road and storm drainage improvements serving \_\_\_\_\_ Subdivision, as depicted on As-built Drawings approved by Lexington County, have been constructed as required by the Lexington County PW/SWD and are hereby accepted for maintenance by Lexington County.

\_\_\_\_\_  
Stormwater Manager Printed Name                      Signature                      Date

**Comment [cb1]:** This document was created to close out our LDP and provide the developer with documentation once the warranty period is complete. It is referenced in CH7 and will be located in the appendix. Any comments/suggestions for this new procedure or information needed on the document will be appreciated.

# County of Lexington Sediment and Erosion Control Ordinance

## Financial Responsibility/Ownership Form

No person shall initiate any land-disturbing activity covered by the Lexington County Sediment and Erosion Control Ordinance, Subdivision Regulations or Land Development Manual prior to completing and filing this form with the Lexington County Stormwater Management Department or Community Development Department. The financially responsible party/parties will be on record as the party to accept any Notices of Violation or related documents for any non-compliance of the Lexington County Sediment and Erosion Control Ordinance. If the financially responsible party is out of State, a South Carolina agent must be assigned.

**Please Type or Print**

1. Name of Subdivision or Project: \_\_\_\_\_

2. Permit Number: \_\_\_\_\_

3. Tax Map Number of land-disturbing activity: \_\_\_\_\_

4. Purpose of Development (Residential, Commercial, Industrial, etc.): \_\_\_\_\_

5. Approximate acreage of land to be disturbed: \_\_\_\_\_

6. Total site acreage: \_\_\_\_\_

7. Person(s) or firm(s) financially responsible for this land-disturbing activity:

Person or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(Area Code) (Area Code)

Email Address: \_\_\_\_\_

8. South Carolina agent, for the person or firm who is financially responsible:

Person or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(Area Code) (Area Code)

Email Address: \_\_\_\_\_

9. Additional Responsible Party/Parties:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(Area Code) (Area Code)

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(Area Code) (Area Code)

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(Area Code) (Area Code)

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(Area Code)

(Area Code)

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

10. The above information is true and correct to the best of my knowledge and belief and was provided by me while under oath. (This form must be signed by the financially responsible person if an individual or by an officer, director, partner, attorney-in-fact, or other person with authority to execute instruments for the financially responsible company or entity, if not an individual.)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_, a Notary Public of the County of \_\_\_\_\_,  
State of \_\_\_\_\_, hereby certify that \_\_\_\_\_

personally appeared before me this day and under oath acknowledge that this form was executed by him/her.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Signature: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## Public Works Stormwater Management Division

### Commercial Construction Site Grassing Agreement

#### Purpose

The Commercial Construction Site Grassing Agreement is an option to allow a commercial construction site the ability to obtain a Certificate of Occupancy (CO) before final stabilization of a site has been achieved. The developer/permit applicant can obtain a Commercial Construction Grassing Agreement by securing monies with Lexington County Public Works Stormwater Division (PW/SWD).

For the purpose of this agreement, final stabilization is 70 % permanent vegetative coverage across 100 % of the construction site for all disturbed areas without buildings or pavement. Seeding with temporary grass is not considered final stabilization.

#### Eligibility

To be eligible for a Commercial Construction Site Grassing Agreement, the developer/permit applicant must meet the following criteria:

1. The approved land disturbance permit shall be for a commercial project. Residential projects are not eligible for the Commercial Site Grassing Agreement.
2. The site shall be graded to which permanent grass and/or other methods of final stabilization can be achieved.
3. The developer/permit applicant shall make all attempts to establish permanent grass or seed prior to Lexington County's acceptance of the Commercial Construction Site Grassing Agreement.
4. All off site areas disturbed during the construction process shall be completely stabilized (i.e. any off site utility lines).
5. All ponds' (detention/retention/amenity) as-built surveys must be accepted and approved by the PW/SWD.
6. All recorded covenants for permanent maintenance for stormwater ponds (detention/retention/amenity) must be approved by the PW/SWD.
7. The developer or permit applicant shall agree to the Commercial Construction Site Grassing Agreement.
8. All sites greater than 1 acre shall continue with weekly or bi-weekly inspections until the site has been stabilized and the agreement has been released by PW/SWD.

#### Commercial Site Grassing Agreement

If the developer/permit applicant meets all eligibility criteria, they may apply for a commercial grassing agreement by signing the Commercial Construction Site Grassing Agreement. The developer/permit applicant shall have the site completely stabilized by the end of the agreement period set by the PW/SWD.





**Public Works Stormwater Management Division  
Commercial Construction Site Bond Agreement  
(This document to be completed by PW/SWD)**

Project Name: \_\_\_\_\_

TMS #:

Land Disturbance Permit Number:

NPDES Permit Coverage Number:

Acreage to Be Stabilized: \_\_\_\_ \_

Agreement Amount:

Agreement Date:

Agreement Expiration Date:

Developer/Permit Applicant

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax Number(s): \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

I have read and understand the Commercial Construction Site Grassing Agreement and I am requesting a Commercial Construction Site Grassing Agreement based on the information listed above. I agree to have the above referenced project completely stabilized by the Agreement Expiration Date or I will be subject to civil penalties and will forfeit the entire monies plus interest to the County. If the site is completely stabilized before the Agreement Expiration Date, I understand that the Grassing Agreement Amount will be returned to me, minus accrued interest, within 60 days from the final inspection.

\_\_\_\_\_  
Signature of Developer/Permit Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

County	Surety Amount (Infrastructure Construction)	Initial Surety Period	Extensions	Reductions	Warranty Period	Warranty Bond Amount	Bond Admin. Fees
Charleston	125% of cost of improvements	2 years	None	None	2 years	10% of Construction Costs	None
Florence	110% of cost of improvements	2 years	1 yr extensions allowed	may be reduced upon dedication of portion of improvements	5 years or 75% built-out	None	None
Greenville	125% of cost of improvements	1 year	maximum of 1 year allowed	1 allowed	1 year	Determined by County Engineer based on # of undeveloped lots*(see notes below)	\$100
Horry	125% of cost of improvements	1 yr min.	1 yr extensions allowed	1 allowed	3 years	\$15 per lineal foot of 2 lane roadway, add \$7.50 per additional lanes**	minimum \$250 plus rate per \$1000 of LOC amount
Mecklenberg	Bond Estimate Worksheet padded to cover Traffic Control, Grading, Contingency, Failure Risk, Mobilization, etc.	2 years	1 year extensions allowed	1 allowed	None	Requires a Sidewalk Bond to ensure completion of sidewalks	\$370
Richland	125% of cost of improvements	1 year	1 yr extensions allowed	Reductions allowed	1 year	None	None

\*Greenville has a Construction Damage Bond to cover repair costs during the warranty period. They also have a Sidewalk Construction Bond to cover completion of sidewalks, and an Encroachment Fee of \$60 that is collected for each Building Permit that is issued to offset damages to roads, gutter, catch basin lids and sidewalks due to homebuilding and development.

\*\* Horry County maintains the roadways only.



## COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

### MEMORANDUM

**DATE:** August 13, 2010  
**TO:** Katherine Hubbard, County Administrator  
**FROM:** Synithia Williams, Environmental Coordinator  
**RE:** Anti-Idling Policy

---

On January 19, 2010 the Environmental Protection Agency (EPA) released in the Federal Register a proposal to lower the ground level ozone (ozone) standard within the range of .060-.070 parts per million (ppm). The final decision from EPA on the standard is to be announced on August 31, 2010.

Lexington County can be proactive in trying to meet the lower standard, by reducing the amount of time its fleet vehicles idle. The County utilizes a fleet of over 261 medium- and heavy-duty (diesel-powered) vehicles and more than 406 automobiles and light-duty (gasoline-powered) vehicles to carry out its daily operations. Exhaust from these vehicles contains a variety of pollutants, such as Nitrogen Oxides (NO<sub>x</sub>) and Volatile Organic Compounds (VOCs) which are precursors to ground level ozone.

In addition to the environmental effects of idling vehicles, there is an economic cost to letting vehicles idle. Approximately 0.5 gallons of fuel is wasted per hour when a vehicle idles. Unnecessary idling also causes unnecessary wear and tear on a vehicles engine and reduces performance.

The attached anti-idling policy is a step towards meeting the proposed ozone standard by reducing vehicle emissions, reduce fuel expenditures and preserve the life of the County's fleet of vehicles. I ask that the anti-idling policy be presented to the Public Works Committee for approval.

## **Lexington County Public Works Stormwater Division**

**Effective Date: September 1, 2010**

**Subject: Anti-Idling Policy**

---

**Purpose:** The purpose of this policy is to prohibit unnecessary idling of County vehicles and equipment

### **Background:**

The County of Lexington ("County") utilizes a fleet of over 261 medium- and heavy-duty (diesel-powered) vehicles and more than 406 automobiles and light-duty (gasoline-powered) vehicles to carry out its daily operations. Exhaust from these vehicles contains a variety of pollutants, such as Nitrogen Oxides (NO<sub>x</sub>), Volatile Organic Compounds (VOCs) which are precursors to ground level ozone, and other pollutants, particulates and chemicals that contribute to poor air quality. Air pollution is a public health concern in the Central Midlands Region. The pollutants found in vehicle exhaust can cause or aggravate lung illnesses such as acute respiratory infections, asthma, chronic bronchitis, emphysema, and lung cancer.

In addition to health impacts, air pollution imposes significant economic costs and negative impacts on our quality of life. Unnecessary idling of the County's fleet wastes approximately 0.5 gallon of fuel per hour for both diesel and gasoline vehicles. If the County's fleet of vehicles were to idle for 5 minutes a day it would waste approximately 7,225 gallons of gas a year and result in unnecessary fuel expenditures. From an air quality perspective, the same amount of idling produces 1,273 lbs/year of NO<sub>x</sub> emissions, 546 lbs/year of VOC emissions and 31 lbs/year of particulate matter emissions. Vehicle idling can also produce avoidable wear and tear on engines. Because an idling engine operates below its optimum temperature, residue deposits can form within the engine to reduce fuel efficiency by 5% and diminish engine life. Lower operating temperatures can cause premature corrosion damage to exhaust piping and mufflers.

Lexington County can play an important role in improving air quality by limiting the amount of time engines are allowed to idle within its jurisdiction. Public agencies have the responsibility to lead the effort to improve air quality by adopting ordinances and policies that are cost effective in reducing ozone precursor emissions and toxic air contaminants. The County of Lexington's Anti-Idling Policy is designed to improve air quality while realizing significant savings in fuel and operating costs

### **Policy:**

1. No driver of a county vehicle shall cause or allow their vehicle or equipment to idle for a period that exceeds ten minutes of non use.
2. The policy shall not apply to:
  - a. Emergency service vehicles, such as fire apparatus, police vehicles, or ambulances;
  - b. Airport support equipment;
  - c. Vehicles being serviced or repaired;
  - d. Idling when necessary to operate auxiliary equipment that is required to accomplish the intended use of the vehicle;

- e. Idling vehicles or equipment that are being used for public education or display purposes;
- f. Idling to provide heat within the cab of the vehicle if the outside temperature is less than 40° F and there is no accessible temperature-controlled area within a reasonable distance; or
- g. Idling to provide cooling within the cab of the vehicle if the outside temperature is more than 80° F, there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning.



## COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

### MEMORANDUM

**DATE:** August 13, 2010

**TO:** Katherine Hubbard, County Administrator

**FROM:** Synithia Williams, Environmental Coordinator

**RE:** Green is Good for Business Conference Sponsorship Request

---

The City of Columbia has requested that Lexington County sponsor The Climate Protection Action Campaign's (CPAC) and SC Department of Health and Environmental Control's statewide Green is Good for Business Conference on September 14, 2010 at the Metropolitan Convention Center.

Some of the benefits to the County for sponsoring previous Green is Good for Business Conferences include:

- The County was allowed to set up a booth in a prominent location at the conference information about the county's air quality, stormwater and Green Business programs were presented.
- The City invited Lexington County Council to serve on the welcoming panel and address the businesses in attendance.
- Participation in the conference was reported as a public education activity for the National Pollutant Discharge Elimination System Stormwater Program.

There is \$5,000 budgeted in the air quality supplies account (521215) for Fiscal Year 10-11. This money was appropriated to cover air quality projects and sponsorships.

Staff is requesting that \$1,500 be used for sponsorship of the 2010 CPAC Green is Good for Business Conference.

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.

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.

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.

# Memorandum

August 13, 2010

**To:** Katherine Hubbard  
County Administrator

**For:** County Council Committee of the Whole

**From:** Charlie Compton, Director  
Department of Planning and GIS

**Reference:** Demonstration of a New Lexington County Map Service and SITREP

The newest Flex/Flash technology has found its way into the world of GIS map services. We are very close to launching a new Lexington County service using this technology and will be demonstrating some of its features. As a part of this demonstration Brian Hood will be showcasing what this technology means for the Public Safety community and our Department of Emergency Medical Services specifically.

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

## RESOLUTION

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

**WHEREAS**, life insurance provides financial security for families in the event of death by helping surviving family members to meet immediate, ongoing and future financial obligations and objectives; and

**WHEREAS**, surveys consistently indicate that the vast majority of Americans believe that life insurance is an essential part of a sound financial plan; and

**WHEREAS**, the unfortunate reality today is that 44 percent of US households say they lack adequate life insurance protection; and

**WHEREAS**, when someone who provides for other family members dies prematurely, insufficient life insurance coverage often results in financial hardship for surviving family members, forcing them to take such measures as work additional jobs or longer hours, borrow money from family and friends, scale back educational plans for children, spend down money from savings and investment accounts, and move to less expensive housing; and

**WHEREAS**, determining how much and what kind of insurance to buy is one of the most important financial decisions consumers will ever make, individuals, families and businesses can benefit greatly from the expert advice of a qualified life insurance professional; and

**WHEREAS**, the Life and Health Insurance Foundation for Education (LIFE), the National Association of Insurance and Financial Advisors (NAIFA) and a coalition representing hundreds of leading life insurance companies and organizations have designated September 2010 as "Life Insurance Awareness Month," whose goal is to make consumers more aware of their life insurance needs, seek professional advice, and take the actions necessary to achieve the financial security of their loved ones.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, proclaim September 2010 as **LIFE INSURANCE AWARENESS MONTH** and do urge our citizens to learn about life insurance and its benefits.

---

James E. Kinard, Jr., Chairman

---

William B. Banning, Sr., 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

# RESOLUTION

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

**WHEREAS**, Mr. Thad H. Westbrook served with honor on the Lexington County Health Services District, Inc. Board of Directors from May 2002 through June 2010; and

**WHEREAS**, his commitment and untiring devotion of the time necessary to fulfill the responsibilities of this appointment is a reflection of his concern for Lexington County and its citizens; and

**WHEREAS**, during Mr. Westbrook's tenure on the Board, he was actively engaged in such projects as the construction of Lexington Medical Parks One and Two and the \$150 million expansion that included complete replacement of the Operating Room, expansion to the Laboratory and other departments and the addition of an inpatient bed tower that can accommodate 150 new beds; purchasing of land for a future second hospital, and ultimately the approval of a Certificate of Need to provide comprehensive cardiac services at Lexington Medical Center; and

**WHEREAS**, Mr. Westbrook was a primary catalyst in efforts to gain approval and implement an open heart surgery program at Lexington Medical Center, an important milestone for the citizens of Lexington County and the Midlands of South Carolina; and

**WHEREAS**, Mr. Westbrook served as Chairman of the Board of Lexington County Health Services District, Inc.; Palmetto Health Systems Board; Executive Committee; Finance and Operations Committee; Joint Conference Committee; and served as Vice Chairman of the Board of Lexington County Health Services District, Inc.; Palmetto Health Systems Board; Executive Committee; and Joint Conference Committee. In addition, he served on the Planning, Audit, and Building Committees.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, extend to **THAD H. WESTBROOK**, our sincere thanks and gratitude for the tremendous job he has done for the Board, the County, and the citizens of Lexington County.

\_\_\_\_\_  
James E. Kinard, Jr., Chairman

\_\_\_\_\_  
William B. Banning, Sr., 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

August 24, 2010

### **BILLY DERRICK**

**Assessment Appeals Board** - Tommy H. Hayden, Jr. - Term expires 9/21/10 - Eligible for Reappointment - *Confirmed desire to serve another term*

### **DEBBIE SUMMERS**

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

**Children's Shelter** - Glenda Sweatman - Term expired 6/30/10 - Eligible for reappointment - *Confirmed desire NOT to serve another term*

### **BOBBY KEISLER**

**Board of Zoning Appeals** - Anthony Watts - Term expires 12/31/10 - Resigned due to other commitments

### **JOHN CARRIGG**

**Assessment Appeals Board** - Kenneth Brad Matthews - Term expires 9/21/10 - Eligible for Reappointment - *Confirmed desire to serve another term*

**Children's Shelter** - Garrett Huddle - Term expired 6/30/10 - Eligible for reappointment - *Confirmed desire NOT to serve another term*

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

### **TODD CULLUM**

**Board of Zoning Appeals** - Stanley Smith - Term expires 12/31/13 - Resigned due to job relocation

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

### **AT LARGE**

#### **Midlands Authority for Conventions, Sports & Tourism:**

**Lodging Industry Representative** - E.L. "Bert" Pooser - Term expired 6/30/10 - Not eligible for reappointment

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** August 13, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Jeffrey A. Hyde  
Procurement Officer

**SUBJECT:** **Construct Golf Practice Facility**  
**B11005-08/12/10H**  
**Administration**

---

Competitive bids were solicited and advertised for Construct Golf Practice Facility. A pre-bid meeting was held on July 28, 2010, in which nine (9) contractors were represented.

We received four (4) bids on July 28, 2010 (see attached Bid Tabulation).

The bids were evaluated by Joe G. Mergo, III, Deputy County Administrator; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder – Cullen - Jackson, LLC, in the amount of \$44,995.00.

County funds are appropriated in the following account:

5700-121205-5AB379	USC Golf Practice Facility	\$45,000.00
--------------------	----------------------------	-------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Joe G. Mergo, III, Deputy County Administrator

# County of Lexington

## Bid Tabulation

B11005  
JAH  
08/12/2010

**Bid # : B11005-08/12/10H**

### Construct Golf Practice Facility

				Windham Services	CS Trading, LLC
Item	Qty	U/M	Description	Total Price	Total Price
1	1	Job	Golf Practice Facility - sprigs and sod	\$88,318.00	Non-Responsive
<b>Option:</b>					
2	1	Job	Labor & materials to Construct Golf Practice Facility - sod only	\$91,096.90	Non-Responsive
<b>Alternate Additive:</b>					
3	500	LF	Labor and materials to provide fencing as specified.	\$6,500.00	Non-Responsive

				Cullen - Jackson, LLC	Springdale Outdoor Service
Item	Qty	U/M	Description	Total Price	Total Price
1	1	Job	Golf Practice Facility - sprigs and sod	\$44,995.00	\$113,000.00
<b>Option:</b>					
2	1	Job	Labor & materials to Construct Golf Practice Facility - sod only	No Bid	\$124,000.00
<b>Alternate Additive:</b>					
3	500	LF	Labor and materials to provide fencing as specified.	No Bid	\$7,200.00

\* Non-Responsive Bidder did not Acknowledge Amendment # 1.

Bids Opened: August 12, 2010 @ 3:00 pm

Jeffrey A. Hyde, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 21, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: Liquefied Petroleum (LP) Gas – Term Contract  
C11001-07/13/10S  
Countywide**

---

Competitive bids were solicited and advertised for a countywide term contract for Liquefied Petroleum (LP) Gas. We received three (3) responsive bids and one (1) no bid on July 13, 2010 (see attached Bid Tabulation).

The bids were evaluated by Tom Collins, Public Safety/Emergency Management; Rod Pimental, Central Stores; Chris Folsom, Animal Services; Angie Shealy, Public Safety/Fire Service; Nikki Rodgers, Public Safety/911 Communications; John Fechtel, Public Works; Marie Hildebrand, Public Safety/EMS; Dave Eger, Solid Waste Management; William Kazmierczak, Fleet Services; Sylvia Dillon, Sheriff's Department; Bob Hall, Building Services; and Angela M. Seymour, Procurement Officer. It is our recommendation to make the award to Palmetto Propane, Incorporated as the lowest bidder meeting specifications for an estimated yearly cost, including applicable sales tax, of \$50,000.00.

We further recommend that this term contract be awarded for the initial period of three (3) years with the option to extend the contract for two (2) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Tom Collins, Public Safety/Emergency Management Director  
Rod Pimental, Central Stores Inventory Manager  
Chris Folsom, Animal Services  
Chief Russell Rawl, Fire Service Coordinator  
Nikki Rodgers, Communications Coordinator  
John Fechtel, Director of Public Works / Assistant County Administrator  
Chief T. Brian Hood, Public Safety/EMS Director  
Dave Eger, Director of Solid Waste Management  
William Kazmierczak, Fleet Services Manager  
Mark Akers, Interim Building Services Manager  
Chief Keith Kirchner, Assistant Sheriff  
Colonel Alan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department

## COUNTY OF LEXINGTON

### BID TABULATION

C11001-07/13/10S

Liquefied Petroleum (LP) Gas

Item #	Quantity	Description	Airgas National Welders		Palmetto Propane, Inc.		Barnes Oil & Propane		Ferrell Gas	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	Price factor +/-		No Bid	\$0.24	\$0.24	\$0.40	\$0.40	\$ 0.2999	\$ 0.2999
		Subtotal		No Bid		\$0.24		\$0.40		\$ 0.2999
		<b>Total</b>		<b>No Bid</b>		<b>\$0.24</b>		<b>\$0.40</b>		<b>\$ 0.2999</b>

\*\* This contract has been awarded based on price per gallon factor. This price factor is applied to the weekly publication of the South Carolina Business Opportunities (SCBO), LP Gas Opus Average. This OPIS report may be obtained from the South Carolina Business Opportunities posted weekly on the website.

Bids opened July 13, 2010 @ 3:00 PM

Angela M. Seymour  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** August 10, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Jeffrey A. Hyde  
Procurement Officer

**SUBJECT: Landscape, Signage, and Irrigation Improvements to serve the Saxe Gotha Industrial Park  
B11001-07/28/10H  
Economic Development**

Competitive bids were solicited and advertised for the Landscape, Signage, and Irrigation Improvements to serve the Saxe Gotha Industrial Park. A mandatory pre-bid meeting was held on July 14, 2010, in which six (6) contractors were represented.

We received five (5) bids on July 28, 2010 (see attached Certified Bid Tabulation).

The bids were evaluated by James W. Frost, II, P.E., and Deepal S. Eliatamby, P.E., both with Alliance Consulting Engineers; Mr. Charlton L. Whipple, Economic Development Manager; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder – AOS Specialty Contractors, Inc., in the amount of \$202,696.75.

County funds are appropriated in the following account:

4506-181100-5A7493	“Roadway Improvements” – Landscaping	\$76,000.00
4506-181100-5A7494	“Roadway Improvements” – Park Signs	\$48,500.00
4506-181100-5A7493	“Roadway Improvements” – Exterior Street Lights	\$81,000.00

I concur with the above recommendation and further recommend that this bid be placed on County Council’s agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Mr. Charlton L. Whipple, Economic Development Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 19, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **5 Cardiopulmonary Resuscitators**  
**Public Safety/EMS**

---

We received a purchase request from Public Safety/EMS for five (5) Cardiopulmonary Resuscitators. This will be a "sole source" purchase from Michigan Instruments as the sole vendor capable of providing these items.

Chief T. Brian Hood, EMS Director has reviewed and recommended this purchase. The total cost is \$52,587.56.

Funds are appropriated in the following accounts:

1000-131400-5AB109	(4) Cardiopulmonary Resuscitators	\$44,500.00
1000-131400-5AB122	(1) Cardiopulmonary Resuscitator	\$11,000.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief T. Brian Hood, EMS Director

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 19, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **5 Stairchairs, 5 Automated Stretchers, and Accessories  
Public Safety/EMS**

---

We received two (2) purchase requests from Public Safety/EMS for five (5) Stairchairs, five (5) Automated Stairchairs, and Accessories. This will be a “sole source” purchase from Stryker EMS Equipment as the sole vendor capable of providing these items.

Chief T. Brian Hood, EMS Director has reviewed and recommended this purchase. The total cost is \$87,408.16.

Funds are appropriated in the following accounts:

1000-131400-5AB113	(4) Automated Stretchers & Accessories	\$56,000.00
1000-131400-5AB118	(1) Automated Stretcher	\$14,000.00
1000-131400-5AB114	(4) Stairchairs & Accessories	\$14,800.00
1000-131400-5AB119	(1) Stairchairs	\$3,700.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council’s agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief T. Brian Hood, EMS Director

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 21, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **(52) SCBA Face Masks, (52) SCBA Head-Up Displays, and (3) SCBA Clear Command Voice Units  
Public Safety/Fire Service**

---

We received seven (7) purchase requests from Public Safety/Fire Service for fifty-two (52) SCBA Face Masks, fifty-two (52) SCBA Head-Up Displays, and three (3) SCBA Clear Command Voice Units. These items will be purchased "sole source" from Newton's Fire & Safety Equipment, Inc. as the only authorized distributor of this equipment for the Lexington, SC area.

Chief Russell Rawl, Fire Service Coordinator has reviewed and recommended this purchase. The total cost is \$36,904.30.

Funds are appropriated in the following accounts:

1000-131500-5AB133	(30) SCBA Face Masks	\$14,250.00
1000-131500-5AB140	(13) SCBA Face Masks	\$6,175.00
1000-131500-5AB145	(9) SCBA Face Masks	\$4,275.00
1000-131500-5AB146	(9) SCBA Head Up Displays	\$2,025.00
1000-131500-5AB141	(13) SCBA Head Up Displays	\$2,925.00
1000-131500-5AB134	(30) SCBA Head Up Displays	\$6,750.00
1000-131500-5AB135	(3) SCBA Clear Command Voice Units	\$2,850.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief Russell Rawl, Fire Service Coordinator

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 26, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **Catch Basin Supplies – Term Contract**  
**C10028-06/29/10S**  
**Public Works**

---

Competitive bids were solicited and advertised for a term contract for Catch Basin Supplies. We received one (1) responsive bid on June 29, 2010 (see attached Bid Tabulation).

This bid was evaluated by John Fechtel, Public Works; and Angela M. Seymour, Procurement Officer. It is our recommendation to make the award to C. Ray Miles Construction Company, Incorporated as the only bidder meeting specifications for a yearly cost, including applicable sales tax, of \$44,057.25.

We further recommend that this term contract be awarded for the initial period of one (1) year with the option to extend the contract for two (2) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

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

COUNTY OF LEXINGTON

C10028  
AMS  
06/29/2010

BID TABULATION

C10028-06/29/10S - Catch Basin Supplies

Item #	Quantity	Description	C.Ray Miles Construction	
			Unit Price	Total
1	50 ea	Lid with Ring and Cover Florida Type	\$395.50	\$19,775.00
2	50 ea	Lid with Ring and Cover Standard Type	\$225.00	\$11,250.00
3	50 ea	Bottom, Catch-basin	\$168.00	\$8,400.00
4	50 ea	Storm Drain Marker	\$35.00	\$1,750.00
		Subtotal		\$41,175.00
		Taxes		\$2,882.25
		Total		\$44,057.25

Bids Opened: June 29, 2010

---

Angela M. Seymour  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** August 9, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **(1) Skidsteer Compact Loader with Attachments (New)**  
**Public Works**

---

We received a purchase request from Public Works to procure (1) Skidsteer Compact Loader with attachments. This item will be purchased with reference to South Carolina state contract number 08-S7683-A13743 from Blanchard Machinery. This will be a new compact loader.

John Fechtel, Director of Public Works/Assistant County Administrator has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$104,860.00.

Funds are appropriated in the following account:

1000-121300-5AB083	(1) Skidsteer Compact Loader with Attachments	\$110,000.00
--------------------	---	--------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

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

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** August 13, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Jeffrey A. Hyde  
Procurement Officer

**SUBJECT: Fleet Vehicle Replacements/Additions  
Sheriff's Department**

---

We are in receipt of requisitions for the purchase of thirty-six (36) fleet vehicle replacements/additions including any emergency equipment/installation and accessories for the Sheriff's Department. All vehicles requested are being purchased through the appropriate South Carolina State Contract. These vehicles will require the purchase of emergency equipment and accessories, which may be purchased from various vendors through the appropriate South Carolina State Contract, or appropriate low bidder on a County Bid, which opens on August 25, 2010. These vehicles are recommended and approved in accordance with the Fleet Management Policy by William Kazmierczak, Fleet Manager.

The cost including applicable sales tax for all vehicles is \$785,754.00. The cost for the emergency equipment and accessories shall not exceed \$86,317.90, including applicable sales tax (per current SC State Contract pricing). The total cost including applicable sales tax for all vehicles and equipment shall not exceed is \$872,071.90.

Vic Bailey Ford	\$785,574.00
SC State Contract pricing or County Bid Awardee(s)	NTE \$86,317.90

Funds are appropriated in the following accounts:

1000-151100-5AB182	(1) Unmarked Vehicle (Crown Victoria) with Accessories Replacement	-	\$23,127.48
1000-151100-5AB183	(1) Unmarked Utility Vehicle (Ford Explorer) with Accessories - Replacement	-	\$21,510.79
1000-151200-5AB198	(7) Unmarked Vehicles (Crown Victoria) with Accessories Replacements	-	\$161,892.36

1000-151200-5AB199	(20) Marked Vehicle (Crown Victoria) with Accessories - Additional	\$505,596.60
1000-151200-5AB200	(3) Unmarked Pickups (Ford F-150 X-L) with Accessories - Replacements	\$56,848.53
1000-151200-5AB201	(1) Unmarked Pickup (Ford F-150 X-L) with Accessories Replacement	\$26,275.51
1000-151220-5AB202	(1) Unmarked Utility Vehicle (Ford Explorer 4x4 XLT) with accessories - Replacement	\$26,258.76
2633-151200-5AB266	(2) Marked Vehicle (Crown Victoria) with Accessories - Replacement	\$50,559.86

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief Keith Kirchner, Assistant Sheriff  
Colonel Alan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department  
William Kazmierczak, Fleet Manager

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** August 13, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **(2) 16' Flatbed Recycling Trucks**  
**B11006-08/11/10S**  
**Solid Waste Management**

---

Competitive bids were solicited and advertised for two (2) 16' Flatbed Recycling Trucks for Solid Waste Management. We received three (3) responsive bids, one (1) non-responsive bid, and two (2) no bids on August 13, 2010 (see attached Bid Tabulation).

The bids were evaluated by Dave Eger, Director of Solid Waste Management; Bill Kazmierczak, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation that the bid be awarded to Dick Smith Ford as the lowest responsive bidder. The total cost, including applicable sales tax, is \$87,978.00 (see attached bid tabulation).

County funds are appropriated in the following account:

5700-121207-5AB356	(2) Flatbed Trucks (Replacements)	\$100,300.00
--------------------	-----------------------------------	--------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Dave Eger, Director of Solid Waste Management  
Bill Kazmierczak, Fleet Manager

# County of Lexington

B11006  
AMS  
08/11/2010

## Bid Tabulation

**BID # : B11006-08/11/10S**  
**(2) 16' Flatbed Recycling Truck**

				Carolina International Truck		Columbia Truck Center		Dick Smith Ford	
Item	Qty	U/M	Description	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	2	EA	16' Flatbed Truck	\$49,685.00	\$99,370.00	\$63,740.00	\$127,480.00	\$43,689.00	\$87,378.00
			Tax		\$600.00		\$600.00		\$600.00
			<b>Total</b>		<b>\$99,970.00</b>		<b>\$128,080.00</b>		<b>\$87,978.00</b>

**Option:**

1	1	EA	Diagnostic Software	\$1,330.00	\$1,330.00	\$1,200.00	\$1,200.00	N/A	N/A
---	---	----	---------------------	------------	------------	------------	------------	-----	-----

				Magic City Ford		Advantage Truck Center		Love Chevrolet	
Item	Qty	U/M	Description	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	EA	16' Flatbed Truck	Non-responsive			No Bid		No Bid
			Tax	Non-responsive			No Bid		No Bid
			<b>Total</b>	<b>Non-responsive</b>			<b>No Bid</b>		<b>No Bid</b>

**Option:**

1	1	EA	Diagnostic Software	Non-responsive			No Bid		No Bid
---	---	----	---------------------	----------------	--	--	--------	--	--------

**\*\* Magic City Ford was deemed "Non-Responsive" because the vendor failed to provide any bid surety with the bid documents**

**\*\* Love Chevrolet provided a "no bid" response because the do not offer the product requested.**

**\*\* Advantage Truck Center provided a "no bid" response because the do not offer the product requested.**

Bids Received: August 11, 2010 @ 3:00 PM

Angela M. Seymour  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** July 27, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: Waste Tire Services (Collection, Hauling, & Processing and/or Disposal) -  
Term Contract  
C11003-07/12/10S  
Solid Waste Management**

---

Competitive bids were solicited and advertised for a term contract for Waste Tire Services (Collection, Hauling, & Processing and/or Disposal) for Solid Waste Management. We received one (1) responsive bid on July 12, 2010 (see attached Bid Tabulation).

This bid was evaluated by Dave Eger, Solid Waste Management; and Angela M. Seymour, Procurement Officer. It is our recommendation to make the award to US Tire Recycling Partners, LP as the only bidder meeting specifications for an estimated yearly cost, including applicable sales tax, of \$60,000.00.

We further recommend that this term contract be awarded for the initial period of one (1) year with the option to extend the contract for two (2) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Dave Eger, Director of Solid Waste Management

# County of Lexington

## Bid Tabulation

**BID # : C11003-07/12/10S**

**Waste Tire Services (Collection, Hauling, & Processing and/or Disposal)**

				<b>US Tire Recycling</b>
<b>Item</b>	<b>Qty</b>	<b>U/M</b>	<b>Description</b>	<b>Unit Total</b>
1	1	TON	Collection and disposal of waste tires	\$ 83.75

Bids Received: July 12, 2010 @ 3:00 PM

Anglea M. Seymour

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** August 10, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: Motorola Portable Radios  
Various Departments**

---

We have received several requisitions for the purchase of seventy-seven (77) Motorola XTS 2500 Model II portable radios and accessories, thirteen (13) Motorola ZTS2500 Model III portable radios and accessories, one (1) XTL 2500 Mobile 800 MHz radio, and ninety-seven (97) Minitor V pagers and accessories for the various departments. These items will be purchased from the SC State Contract # DSIT.2009.01.

John Fechtel, Director of Public Works/Assistant County Administrator; Chief Russell Rawl, Fire Service Coordinator; Mark Akers, Interim Building Services Manager; and Dave Eger, Director of Solid Waste Management have reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$345,806.99.

Funds are appropriated in the following accounts:

1000-121300-5AB086	(41) 800 MHz Radios (Replacement)	\$176,000.00
1000-131500-5AB131	(32) 800 MHz Radios (Replacement)	\$108,500.00
1000-131500-5AB144	(4) 800 MHz Radios	\$12,180.00
5700-121203-5AB339	(2) 800 MHz Radios (Replacement)	\$8,200.00
5700-121206-5AB350	(2) 800 MHz Radios (Replacement)	\$8,200.00
5700-121201-5AB335	(1) 800 MHz Radios (Replacement)	\$3,908.00
5700-121204-5AB347	(5) 800 MHz Radios	\$20,500.00
1000-131500-5AB138	(13) Pagers	\$6,955.00

1000-131500-5AB143	(9) Monitor/Receiver	\$4,770.00
1000-131500-5AB124	(75) Monitor/Receiver (Replacement)	\$39,750.00
1000-111300-5AB063	(4) 800 MHz Radios	\$16,478.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on August 24, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
John Fechtel, Director of Public Works/Assistant County Administrator  
Chief Russell Rawl, Fire Service Coordinator  
Mark Akers, Interim Building Services Manager  
Dave Eger, Director of Solid Waste Management

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

---

LEXINGTON COUNTY, SOUTH CAROLINA

ORDINANCE 10-06

AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION ADVANCED REFUNDING BONDS, SERIES 2010 OF LEXINGTON COUNTY, SOUTH CAROLINA; PROVIDING FOR THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO.

\_\_\_\_\_, 2010

---

**Table of Contents**

SECTION 1. Findings. .... 1

SECTION 2. Authorization and Details of Bonds..... 2

SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator and  
the Finance Director..... 3

SECTION 4. Public Hearing. .... 3

SECTION 5. Medium of Payment for the Bonds; Registrar and Paying Agent..... 3

SECTION 6. Registration and Transfer..... 3

SECTION 7. Record Date. .... 4

SECTION 8. Lost, Stolen, Destroyed or Defaced Bonds..... 4

SECTION 9. Book-Entry Only System..... 5

SECTION 10. Execution of Bonds..... 6

SECTION 11. Form of Bonds. .... 6

SECTION 12. Security for Bonds. .... 12

SECTION 13. Exemption from Taxation. .... 12

SECTION 14. Sale of Bonds; Form of Notice of Sale. .... 12

SECTION 15. Deposit and Use of Proceeds; Authorization to Redeem Series 2001 Bonds  
and Execute Escrow Deposit Agreement..... 17

SECTION 16. Preliminary and Final Official Statement ..... 17

SECTION 17. Defeasance..... 17

SECTION 18. Tax and Securities Laws Covenants ..... 19

SECTION 19. Retention of Financial Advisor and Other Suppliers. .... 20

SECTION 20. Authorization to Execute Documents. .... 20

SECTION 21. General Repealer..... 20

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

**SECTION 1. Findings.** The County Council of Lexington County (the “*County Council*”), the governing body of Lexington County, South Carolina (the “*County*”), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “*Constitution*”), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county; and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the “*Bonded Debt Limit*”).

(b) Pursuant to Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended (the same being and hereinafter referred to as the “*County Bond Act*”), the governing body of any of the counties of the State of South Carolina (the “*State*”) may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county’s applicable Bonded Debt Limit.

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds, an election be held with results favorable thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended (the “*Article X Enabling Act*”) provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) In accordance with the provisions of the County Bond Act, as amended by the provisions of the Article X Enabling Act, the County issued its original principal amount \$31,150,000 General Obligation Bonds, Series 2001 dated November 15, 2001 (the “*Series 2001 Bonds*”).

(e) Chapter 21 of Title 11, Code of Laws of South Carolina, 1976, as amended (the “*Refunding Act*”) provides that the governing body of a county may issue advanced refunding bonds on a date that is more than six months prior to the date on which the outstanding bonds may be called for redemption. The Refunding Act further provides that such advanced refunding bonds may be issued in an amount equal to the outstanding principal and redemption premium upon any outstanding general obligation bonds being called for redemption, together with the interest which will be due prior to the redemption date of the outstanding bonds, less all sinking funds and other moneys on hand applicable thereto (the “*Required Redemption Amount*”).

(f) Under present market conditions, the County has determined that it will achieve interest cost savings by the issuance of advanced refunding bonds and using the proceeds therefrom to refund the callable maturities of the Series 2001 Bonds, which mature on the first

day of February in the years 2013 through 2026 and which have an aggregate outstanding principal amount of \$25,410,000;

(g) Under the decision of the South Carolina Supreme Court in *Williams v. Rock Hill*, 177 S.C. 82, 180 S.E. 799 (1935), debt issued by the County for the purpose of refunding general obligation debt, and thus reducing the annual debt service payments of the refunded debt, does not create additional debt subject to the Bonded Debt Limit. At the closing of the advanced refunding bonds issued pursuant to the provisions of this Ordinance, the County Administrator of Lexington County, South Carolina (the “*County Administrator*”) and the Finance Director of Lexington County, South Carolina (the “*Finance Director*”) shall certify as to the savings effected by the issuance of the bonds authorized hereby.

(h) It is in the best interest of the County for the County Council to authorize and provide for the issuance and sale of general obligation advanced refunding bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State for the purposes of refunding the Series 2001 Bonds and paying costs related to the issuance of such general obligation advanced refunding bonds.

**SECTION 2. Authorization and Details of Bonds.** Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued General Obligation Advanced Refunding Bonds, Series 2010 (the “*Bonds*”) of the County in an amount not exceeding \$28,000,000, in order to provide (i) the Required Redemption Amount of the Series 2001 Bonds, and (ii) funds to pay all costs of issuance of the Bonds.

The Bonds will be issued in fully registered form registered in the name of the purchaser thereof or under a book-entry only system, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York (“*DTC*”), which in such instance will act as securities depository for the Bonds. The Bonds shall be dated as of the first day of the month in which the Bonds are delivered to the initial purchaser(s) thereof or such other date as shall be selected by the County Administrator and the Finance Director; shall be in such denominations as determined by the County Administrator and the Finance Director; shall bear interest from the dated date of the Bonds at the rate determined at the sale thereof; and shall mature in such principal installments as the County Administrator and the Finance Director may determine if issued as a single bond or serially in successive annual installments as determined by the County Administrator and the Finance Director if issued in the form of serial bonds.

In any case where the date fixed for the payment of principal and interest on any Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or principal or redemption price of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the principal or interest payment date or the date fixed for redemption, and no interest shall accrue for the period after such date.

**SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator and the Finance Director.** The County Council hereby expressly delegates to the County Administrator and the Finance Director the authority, with respect to the Bonds, to determine: (a) the date of sale, the date of issuance, the maturity schedule and interest payment dates of the Bonds; (b) the redemption provisions, if any, for the Bonds; (c) whether to use bond insurance with respect to the Bonds, and if so, make appropriate arrangements therefor; (d) whether to employ a financial advisor, upon the advice of bond counsel, in connection with the issuance of the Bonds; (e) whether to award the Bonds on a net interest cost or true interest cost basis; (f) whether the Bonds will be designated as “qualified tax-exempt obligations”; and (g) such other matters regarding the Bonds as are necessary or appropriate. In making such determinations, the County Administrator and the Finance Director are directed to take into account the amounts available in the County’s debt service fund and to minimize increases and changes in the millage rates of taxes levied for the payment of the Bonds. The County Council may, by resolution, authorize the County Administrator and the Finance Director to alter any of the conditions specified above or elsewhere herein.

The County Administrator and the Finance Director are hereby authorized and directed to conduct the sale of the Bonds pursuant to the provisions of Section 14 hereof. The County Council hereby expressly delegates to the County Administrator and the Finance Director the authority to award the sale of any Bonds in accordance with the notice of sale set forth in Section 14 hereto.

**SECTION 4. Public Hearing.** Prior to third reading of this Ordinance, a public hearing shall be conducted. Notice of such public hearing shall be given in accordance with the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended. The notice shall be in the form approved by the County Administrator and the Finance Director.

**SECTION 5. Medium of Payment for the Bonds; Registrar and Paying Agent.** Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts. As long as any of the Bonds remains outstanding, there shall be a registrar which maintains an accurate list of those who from time to time are the holders of the Bonds (the “**Registrar**”) and a paying agent which pays when due the principal, redemption premium, if any, and interest on any Bonds (the “**Paying Agent**”). If the Bonds are issued in the form of a single bond, the Office of the Lexington County Treasurer shall serve as the Registrar and the Paying Agent for the Bonds and shall fulfill all functions of the Registrar and the Paying Agent enumerated herein. In the event the Bonds are not issued in the form of a single bond but in denominations, the Registrar and the Paying Agent shall be a bank, trust company or national banking association qualified to serve as the Registrar and the Paying Agent and selected by the County Administrator and the Finance Director.

**SECTION 6. Registration and Transfer.** The County shall cause books (herein referred to as the “**Registry Books**”) to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar shall register or transfer, or cause to be registered or transferred, on such Registry Books, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Registry Books, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Registrar, on behalf of the County, shall issue, in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as is the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Registrar and the Paying Agent may deem or treat the person, in whose name any fully registered Bond shall be registered upon the Registry Books, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County, the Registrar nor the Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the period beginning on a date after the 15th calendar day of the month next preceding an interest payment date on such Bonds and ending on such interest payment date.

**SECTION 7. Record Date.** The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the 15th day of the calendar month next preceding an interest payment date on such Bonds or, in the case of any proposed redemption of Bonds, such record date shall not be more than 15 days prior to the mailing of notice of redemption of Bonds.

**SECTION 8. Lost, Stolen, Destroyed or Defaced Bonds.** In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under

this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

**SECTION 9. Book-Entry Only System.**

(a) Notwithstanding any provision of this Ordinance to the contrary, unless the Bonds are issued in the form of a single bond, the Bonds will initially be issued under the DTC Book-Entry-Only System in fully registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of DTC, which will act as initial securities depository for the Bonds. Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor securities depositories are hereinafter referred to as the “*Securities Depository*.” Cede & Co. and successor securities depository nominees are hereinafter referred to as the “*Securities Depository Nominee*.”

(b) Notwithstanding any other provision of this Ordinance, as long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) if Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the holders of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of such Bonds.

(d) The County shall pay all principal, interest and redemption premium, if any, on Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and redemption premium, if any, and interest on such Bonds.

(e) In the event that the County determines that it is in its best interest to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the Registrar shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar and the Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holders of Bonds by the County or by the Registrar and the Paying Agent with respect to any consent or other action to be taken by the holders of Bonds, the County, the Registrar or the Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(h) For as long as the Bonds are being held under a book-entry system of a securities depository, a qualifying financial institution shall serve as the Paying Agent and the Registrar for the Bonds.

(i) The closing of the Bonds may be accomplished under DTC's "FAST" procedures, in which circumstance delivery of the Bonds at closing shall be made to the Paying Agent for the Bonds.

(j) For as long as the Bonds are being held under a book-entry system of a securities depository, the County shall remit to the Paying Agent by 1:00 p.m. New York time on each payment date funds for all principal and interest payments due thereupon, or at such earlier time as required by the Paying Agent to guarantee that DTC or successor Securities Depository will receive payment in same-day funds by 2:30 p.m. New York time on such payment date. In addition, automated payment details receipt shall be provided by the Paying Agent by 12:00 noon New York time of each payment date for interest payments and by 2:30 p.m. New York time for redemption and corporate action payments.

**SECTION 10. Execution of Bonds.** The Bonds shall be executed in the name of the County, with the manual or facsimile signature of the Chairman of County Council attested to by the manual or facsimile signature of the Clerk to County Council under the seal of the County, which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

**SECTION 11. Form of Bonds.** The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
GENERAL OBLIGATION ADVANCED REFUNDING BOND, SERIES 2010  
OF LEXINGTON COUNTY

No. R-\_\_\_\_ \$\_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
--------------------------	--------------------------	--------------------------------	--------------

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that Lexington County, South Carolina (the “*County*”), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this General Obligation Advanced Refunding Bond, Series 2010 (this “*Bond*”) at the principal office of \_\_\_\_\_ (the “*Registrar*” or the “*Paying Agent*”), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged. Interest on this Bond is payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the Registrar, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.

This Bond is one of an issue of bonds (the “*Bonds*”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$\_\_\_\_\_, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the “*State*”), including: Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 Code of Laws of South Carolina, 1976, as amended; Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 21, Code of Laws of South Carolina, 1976, as amended; and an ordinance duly adopted by the County Council of Lexington County, South Carolina on \_\_\_\_\_, 2010 (the “*Ordinance*”).

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment of the principal and interest on this Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the Auditor of Lexington County, South Carolina and collected by the Treasurer of Lexington County, South Carolina, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry only system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee (as defined in the Ordinance), is being issued and required to be deposited with the Securities Depository (as defined in the Ordinance) and immobilized in its custody. The book-entry only system will evidence positions held in the Bonds by the Securities Depository's participants (the "*Participants*"), beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

[INSERT REDEMPTION PROVISIONS, IF ANY]

This Bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered owner hereof in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the

purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual signature of the Chairman of County Council, attested by the manual signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

LEXINGTON COUNTY, SOUTH CAROLINA

---

Chairman, County Council

(SEAL)

ATTEST:

---

Clerk to County Council  
Lexington County, South Carolina

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within mentioned Ordinance of Lexington County, South Carolina dated \_\_\_\_\_, 2010.

[\_\_\_\_\_], as Registrar

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_

\_\_\_\_\_

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

JT TEN - as joint tenants with right  
of survivorship and not as  
tenants in common

under Uniform Gifts to Minors  
Act \_\_\_\_\_  
(state)

Additional abbreviations may also be used though not in above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Transferee)

\_\_\_\_\_ the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature Guaranteed

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
(Signature must be guaranteed by participant in the Securities Transfer Medallions Program (STAMP))

\_\_\_\_\_  
Notice: The signature to the assignment a must correspond with the name of the Agent registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

[End of Bond Form]

**SECTION 12. Security for Bonds.** The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of Lexington County, South Carolina (the “***County Auditor***”) and collected by the Treasurer of Lexington County, South Carolina (the “***County Treasurer***”) in the same manner as other taxes of the County are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Auditor and the County Treasurer shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect, respectively, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

**SECTION 13. Exemption from Taxation.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 14. Sale of Bonds; Form of Notice of Sale.** The Bonds shall be sold at public sale and a summary of the notice of sale shall be published not less than 7 days prior to the date fixed for sale, in a newspaper having general circulation in the State and, if deemed appropriate by the County Administrator and the Finance Director, in a financial publication published in the City of New York, State of New York. The official notice of sale for the Bonds (the “***Notice of Sale***”) shall be distributed simultaneously with the distribution of the preliminary Official Statement, if such preliminary Official Statement is deemed necessary by the County Administrator and the Finance Director. The form of the Notice of Sale shall be in substantially the following form:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**NOTICE OF SALE**  
**\$\_\_\_\_\_ \* GENERAL OBLIGATION ADVANCED REFUNDING BONDS,**  
**SERIES 2010 OF LEXINGTON COUNTY, SOUTH CAROLINA**

*Time and Place of Sale:* NOTICE IS HEREBY GIVEN that proposals will be received by Lexington County, South Carolina (the “*County*”), by and through the County Council of Lexington County, South Carolina (the “*County Council*”), in the Dorothy K. Black chambers, which are located on the 2nd floor of its offices at 212 South Lake Drive, Lexington, South Carolina 29072, until 12:00 noon, South Carolina time, on \_\_\_\_\_, at which time said proposals will be publicly opened for the purchase of \$\_\_\_\_\_ General Obligation Advanced Refunding Bonds, Series 2010 of Lexington County, South Carolina (the “*Bonds*”). Proposals may be delivered by hand or by mail or by facsimile transmission, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed, and the County shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

*Bonds:* The Bonds will be issued initially as fully registered bonds in DTC Book-Entry-Only form; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; will be dated as of \_\_\_\_\_; will be numbered from R-1 upward; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

(_____) <u>Year</u>	Principal <u>Amount*</u>	(_____) <u>Year</u>	Principal <u>Amount*</u>
---------------------	--------------------------	---------------------	--------------------------

---

\* Preliminary, subject to adjustment as set forth in “Award of Bonds; Adjustment” herein.

The Bonds will bear interest from the date thereof payable on each \_\_\_\_\_ and \_\_\_\_\_ beginning on \_\_\_\_\_, until they mature.

*Bank Interest Deduction Eligible:* The Bonds have been designated as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”).

*Redemption:* The Bonds maturing on or prior to \_\_\_\_\_ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_, shall be subject to redemption at the option of the County on or after \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities selected by the County, at a redemption price

with respect to each Bond, equal to the principal amount of the Bonds to be redeemed together with the interest accrued thereon to the date fixed for redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected in accordance with the procedures of The Depository Trust Company, New York, New York (“*DTC*”) or a successor securities depository or, if the Bonds are no longer in book-entry only form, then by lot by the Registrar or the Paying Agent. In the event the Bonds or any portion thereof, shall be called for redemption, notice of the redemption hereof, describing the Bonds and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar or the Paying Agent by first class mail, postage prepaid, to the registered owners thereof not less than 30 days and not more than 60 days prior to the redemption date at such registered owners’ addresses as they appear upon the registration books of the County. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption thereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment therefor shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice. The Bonds are subject to redemption prior to their stated maturities.

*Registrar/Paying Agent; Book-Entry Only Form:* The Bonds will be issued in DTC Book-Entry Only form. \_\_\_\_\_ shall serve as Registrar and Paying Agent. All payments of principal and interest with respect to the Bonds shall be made through the facilities of DTC.

*Bid Requirements:* A bid for less than all the Bonds, or a bid at a price less than par or for more than \$\_\_\_\_\_over par, will not be considered. Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

*Award of Bonds; Adjustment:* The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest interest cost to the County, such interest cost to be determined in accordance with the true interest cost (TIC) method. True interest cost is defined as the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, excluding accrued interest, on the dated date of the Bonds. In the case of a tie, the winning bid will be awarded by lot. The County reserves the right to adjust the principal amount of any maturity of the Bonds by as much as 5% of each maturity as required to effect the refunding and to properly size the Bonds. ***In order to effect such adjustments all bidders for the Bonds are required to provide reoffering information on the date of sale.*** If adjustments are necessary, the County will make a preliminary award of the bid and notify the bidder of the adjustments not later than 2:00 p.m. on the sale date, and the bidder shall provide the County with final reoffering information not later than 3:30 p.m. on the sale date. The County reserves the right to reject any

and all bids or to waive irregularities in any bid. The County will award the sale of the Bonds and notify the successful bidder(s) not later than 4:00 p.m. on the sale date.

*Bid Form:* Each proposal should be marked “Proposal for \$\_\_\_\_\_ General Obligation Advanced Refunding Bonds, Series 2010 of Lexington County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof.

*Purpose:* The Bonds are issued for the purpose of providing for an advanced refunding of the callable maturities of the County’s General Obligation Bonds, Series 2001 and paying the costs of issuance of the Bonds.

*Security:* The Bonds shall constitute binding general obligations of the County and the full faith, credit, resources and taxing power of the County are irrevocably pledged for the payment of the Bonds. There shall be levied and collected annually in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

*Official Statement:* The Preliminary Official Statement dated \_\_\_\_\_ has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the “**Rule**”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The County will furnish the successful bidder with a sufficient number of copies of the final Official Statement in order to allow the bidder to comply with the Rule, without charge, within seven working days of the acceptance of a bid for the Bonds.

*Continuing Disclosure:* In order to assist bidders in complying with SEC Rule 15c2-12, the County will undertake, pursuant to the ordinance authorizing the issuance of the Bonds and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement.

*Closing:* The County Council shall furnish upon delivery of the Bonds the final approving opinion of Pope Zeigler, LLC, Bond Counsel, Columbia, South Carolina, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds and a continuing disclosure certificate.

*Certificate as to Issue Price:* The successful bidder for the Bonds must provide a certificate to the County not later than the business day immediately following the sale date, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel.

*Delivery:* The Bonds will be delivered to DTC, within 30 days of the date of sale, at the expense of the County. The balance of the purchase price then due (including the amount of

accrued interest) must be paid in Federal funds or other immediately available funds. The County expects to effect delivery on or about \_\_\_\_\_, 2010.

*CUSIP Numbers:* It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to obtaining the CUSIP identification numbers and printing them on the Bonds shall be paid for by the County.

*Additional Information:* Persons seeking information should communicate with Larry M. Porth; Lexington County Finance Director; 212 South Lake Drive; Lexington, South Carolina 29072 (telephone (803) 359-8105); or Margaret C. Pope, Esq.; Pope Zeigler, LLC; 1411 Gervais Street, Columbia, South Carolina 29201 (telephone (803) 354-4901).

[End of Form]

In lieu of publishing the foregoing notice in its entirety, the County Administrator and the Finance Director may elect to publish an abbreviated form of notice and provide the full text of the foregoing notice only to those persons who request the same or who are identified as prospective bidders for the Bonds.

**SECTION 15. Deposit and Use of Proceeds; Authorization to Redeem Series 2001 Bonds and Execute Escrow Deposit Agreement.** The proceeds derived from the sale of the Bonds are to be used to provide for certain costs of issuance related thereto, and shall otherwise be applied by the County solely to the purposes for which the Bonds are being issued and the accrued interest, if any, shall be used to discharge in part the first interest to become due on the Bonds.

The County Administrator and the Finance Director are authorized to execute and deliver an escrow deposit agreement in such form as they may deem expedient and necessary in order to establish an escrow deposit account. The County Administrator and the Finance Director are hereby authorized to determine the type of investments that shall be made in such escrow deposit agreement and to select the escrow agent.

The County Administrator and the Finance Director are further authorized to provide for the notice of defeasance and notice of redemption, in such manner, forms and times as required by the proceedings authorizing the issuance of the Series 2001 Bonds and the Refunding Act.

**SECTION 16. Preliminary and Final Official Statement.** In the event a preliminary and final Official Statement are required, the County Council hereby authorizes and directs the County Administrator and the Finance Director to prepare, or cause to be prepared, a preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator and the Finance Director to designate the preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator and the Finance Director are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

**SECTION 17. Defeasance.**

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

(i) If a bank or other financial institution (the “*Escrow Agent*”) shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and

the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on the Bonds and prior to the maturity date or dates of the Bonds, or, if the County shall elect to redeem the Bonds prior to their stated maturities. and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the Bonds herein, on and prior to the redemption date or dates of the Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), and (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the owners of Bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 17(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 17 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 18. Tax and Securities Laws Covenants.**

(a) The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds” as defined in the Code, and to that end the County shall comply with the applicable regulations of the United States Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bonds are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038 at the time and in the place required therefor under the Code.

(d) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure certificate, executed by the Chairman of County Council and dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 promulgated by the Securities and Exchange Commission and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended, which requires, among other things, that the County file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System (EMMA), a copy of its annual independent audit within 30 days of its receipt and acceptance and event-specific information, within 30 days of an event adversely affecting more than 5% of its revenues or 5% of its tax base.

**SECTION 19. Retention of Financial Advisor and Other Suppliers.** The County Council hereby authorizes the County Administrator and the Finance Director, if, upon the advice of bond counsel, they deem it necessary to retain a finance advisor to advise bond counsel and the County in connection with the issuance of the Bonds.

The County Council hereby further authorizes the County Administrator and the Finance Director to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bonds as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Administrator and the Finance Director are authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bonds or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

**SECTION 20. Authorization to Execute Documents.** The County Council hereby authorizes the Chairman of County Council, Clerk to County Council, the County Administrator and the Finance Director to execute such documents and instruments as may be necessary to effect the issuance of the Bonds.

**SECTION 21. General Repealer.** All rules, regulations, resolutions and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

(remainder of page intentionally left blank)

**DONE, RATIFIED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010.

**LEXINGTON COUNTY, SOUTH CAROLINA**

(SEAL)

---

Chairman of County Council

Attest:

---

Clerk to County Council  
Lexington County, South Carolina

First Reading:                      July 27, 2010  
Second Reading:                    August 24, 2010  
Public Hearing:  
Third and Final Reading:



## COMMITTEE REPORT

**RE:** Lexington County Airport at Pelion Master Plan Update -  
Scope of Work and Fee Proposal

**DATE:** July 28, 2010

**COMMITTEE:** Airport

**MAJORITY REPORT:** Yes

---

The Airport Committee met on Tuesday, July 27, 2010, to discuss the Lexington County Airport at Pelion Master Plan Update - Scope of Work and Fee Proposal.

Ms. Katherine Hubbard, County Administrator, reported at the Council's Strategic Retreat last fall Council discussed moving forward with a master planning process for the Lexington County Airport at Pelion. The LPA Group has proposed a master plan process so the County can move forward with the Airport and qualify for funding through the Federal Aviation Association (FAA).

Mr. Ken Holt, Vice President, and Mr. Andy Busbee, P.E., Manager of Aviation Design, with The LPA Group, Inc. presented the update for the Lexington County Airport at Pelion Master Plan - Scope of Work and Fee Proposal. The current Master Plan on file with the FAA was submitted by the Town of Pelion in 1992. Mr. Holt said there is a certain framework that needs to be followed to satisfy FAA requirements. LPA recommends a basic framework that will provide a comprehensive overview of the airport's needs over the next twenty years to include a five-year capital improvement program, an overview of land use compatibility issues in the airport environs, an Airport Layout Plan (ALP) drawing, and an updated property map. Mr. Holt said the FAA will allow a marketing and business development plan as part of the Master Plan but would not participate in this aspect of the plan. He gave a brief overview of the elements outlined in the update submitted to the Committee. He reported the ALP will consist of existing facilities and proposed facilities with improvements identified by the Master Plan. This is an important part of the process because if the FAA approves the ALP, it allows Lexington County to compete for FAA funding currently at 95 percent. The Master Plan will be submitted to Council for review and approval and then to the FAA and the South Carolina Department of Aviation (SCDOA) for final approval. LPA's total cost estimate is \$185,842 (Master Plan Elements at \$149,303, Business and Marketing Plan Element at \$23,579, and Expenses at \$12,960). The County's share is estimated at \$16,000, if the SCDOA agrees to pick up 50 percent of the non-federal share of the marketing plan, which they endorsed.

Ms. Hubbard recommends approval to allow The LPA Group to submit a draft form of the Master Plan to the FAA to see if there is any follow-up before the next meeting on August 24, 2010.

The Airport Committee voted to recommend to full Council to approve the proposed Master Plan for the Lexington County Airport at Pelion submitted by The LPA Group.

# Memorandum

August 13, 2010

**To:** Katherine Hubbard  
County Administrator

**For:** County Council

**From:** Charlie Compton, Director  
Department of Planning and GIS

**Reference:** Ordinance #10-05: Landscape and Open Space Ordinance Amendments

This Ordinance is scheduled for a public hearing at 6:00 p.m. on August 24, 2010. I thought it would be helpful to also provide a copy of the South Carolina Law which addresses local regulation of development affecting forest land.

**Enclosures:** Ordinance #10-05  
South Carolina Law

## ORDINANCE #10-05

### An Ordinance Amending the LEXINGTON COUNTY LANDSCAPE AND OPEN SPACE ORDINANCE

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

Amendments to the Landscape and Open Space Ordinance are to be considered that would update the restrictions contained therein and as a minimum address the following issues:

1. Increase the scope of the Ordinance to include all multi-dwelling unit activities.
2. Insure that the scope of the Ordinance complies with the Vested Rights Act of South Carolina.
3. Make changes to the clearcutting section to insure compliance with the most recently adopted South Carolina Law which addresses local regulation of development affecting forest land.
4. Modify the amendment procedures to better replicate other County ordinances.

### Make the following changes and additions to:

#### Article 1 – Authority

#### 1.3 Scope of Regulations

Except as otherwise stated, the regulations set forth herein shall apply to all Residential Attached (~~3 or more~~) dwelling units and Mobile Home Parks, as defined within the Lexington County Zoning Ordinance; all residential and non-residential subdivisions, as defined and regulated within Article 4; and all non-residential development within the unincorporated area of Lexington County, with the exception of the following development conditions/activities:

- a. Any public road construction or utility construction project, except as described in Article 3, Section 4 Service Areas/Utilities.
- b. Any land used for Crops and Animal Operations, as defined in the Lexington County Zoning Ordinance. These definitions include the raising of trees, vines, field, forage, or other plant crops intended to provide food or fiber. However, processing areas/buildings, transport and warehousing, and retail or wholesale activities related to crops and animal operations are not exempt from the terms of this Ordinance. Section 3.1.7 Clearcutting, further defines the exemptions allowed for timber harvesting.
- c. Non-residential development containing a parking lot that is used as a display/storage area greater than 10,000 square feet shall be exempt from the provisions of Article 3, Section 3 Parking Lots, within the display area only (i.e., automobile, boat and craft dealerships; truck terminals; etc.).

Some of the residential activities, exempted above from the scope of these regulations, must follow the requirements of Article 3, Section 7 Scenic Corridor Protection.

### 1.3.1 New Activities

Upon the effective date of this Ordinance, any building, structure, or tract of land shall be used, constructed, or developed only in accordance with the applicable regulations contained herein.

A landscape permit shall be effective for two years from the date of the approval. Five one-year extensions of the landscape permit will be granted provided the obligations of the permit continue to be met, and provided there have been no amendments to these regulations that prohibit approval.

### 1.3.2 Existing Activities

Any activity legally established prior to the effective date of this Ordinance which does not comply with its regulations shall be subject to the Nonconforming Use provisions of Article 5.

### 1.3.3 Existing Permits

Building permits or zoning permits lawfully issued before the effective date of this Ordinance or subsequent amendments shall remain in effect for as long as provided by the Lexington County Building Code and the Lexington County Zoning Ordinance. ~~that such building, structure, or activity is substantially underway and being diligently pursued within six months of the issuance of the permit. If such does not occur, then the permit shall automatically lapse and the provisions of this Ordinance shall apply.~~ Landscape permits lawfully issued before the effective date of amendments to this Ordinance shall remain in effect as long as provided for in Section 1.3.1.

## Make the following changes and additions to:

### Section 1. General (found in Article 3 – Landscaping Requirements)

#### 3.1.7 Clearcutting

Silviculture is the science of managing the establishment, growth, composition, and quality of forest vegetation for the full range of forest resource objectives, which often include wildlife, water, recreation, aesthetics, etc. Stands of trees and forests are sometimes managed purely for timber where clearcutting is often practiced to regenerate certain species that require sunlit conditions. Even in a silvicultural planned clearcut, virtually all trees may be removed to achieve the environment desired, including certain light and soil conditions.

Timber harvesting is recognized as a practice beneficial to individual property owners, and also to the local economy. However, trees are also recognized as playing a key role in the quality of the economic and environmental future of the County. It is the intent of this section of this Ordinance to have a reasonable review of clearcutting, ~~in conjunction with timber harvesting activities,~~ which exempts sustainable forest management activities while offering opportunities for the assessment of development activities in order to preserve ~~allows for equitable financial gain to property owners while preserving~~ that part of the vegetative environment that is essential to the quality of life of the general population.

a. Exemptions: Any forestry activity **on forestland**, ~~including tree harvesting, which is being conducted in accordance with the *Best Management Practices for Forestry* as established and amended by the South Carolina Forestry Commission and as part of an ongoing forest management program~~ **that meets at least one of the following requirements as defined under Section 48-23-205 of the South Carolina Code of Laws**, does not require a review by the Landscape Administrator:

- taxed on the basis of its present use value as forestland;
- managed in accordance with a forest management plan;
- certified under the Sustainable Forestry Initiative, the Forest Stewardship Council, the American Forest Foundations Tree Farm System, or any other nationally recognized forest certification system;
- subject to a legally binding conservation easement under which the owner limits the right to develop or subdivide the land; or
- managed and harvested in accordance with the best management practices established by the State Commission of Forestry.

For the purpose of this exemption, forestry activity includes, but is not limited to, timber harvesting; site preparation; controlled burning; tree planting; applications of fertilizers, herbicides, and pesticides; weed control; animal damage control; fire control; insect and disease control; forest road construction; and any other generally accepted forestry practices.

To help insure that this exemption is respected by everyone, a simple notification by telephone, FAX, or e-mail of ~~the~~ **a proposed clearcut associated with sustainable forest management activity will** ~~should~~ be made to the Landscape Administrator. Notification is not expected for activities such as thinning; shelter wood, salvage, or seed tree cuts; or insect and disease control measures.

Lexington County may deny any permits for development of a site for a period of 3 years after the completion of a tree harvest if there was a willful intent ~~by the applicant~~ to exercise this forestry exemption to circumvent any provisions of this Ordinance.

b. Clearcutting associated with development may occur only after the provisions of this Ordinance have been met for the proposed development. This would typically involve a developer submitting a plan to the Landscape Administrator for review and approval, either for himself or on behalf of the property owner. In forest management terms this ~~will include~~ **is considered** a development cut because it is considered the final harvest without plans for ~~regeneration of trees~~ **future sustainable forest management activities**. If there is an unexpected need for the property owner to harvest timber and the intent is to develop the property or market the property for development, the harvest must be reviewed by the Landscape Administrator to ensure there is no loss of essential water quality protection, beneficial trophy tree preservation, or vegetation along designated Scenic Corridors. This review is not intended to prevent equitable financial gain to the property owner, but to ensure the activity does not cause irreplaceable damage to the long-term benefits to the County or the property owner.

~~c. Clearcutting that occurs with no immediate intention of development will be reviewed by the Landscape Administrator to ensure that there is no loss of essential short term~~

~~water quality protection or beneficial long term trophy tree preservation. This review will be done very quickly if there is an unexpected need by the property owner for prompt assistance. This assessment is not intended to prevent equitable financial gain to the property owner, but to ensure that the activity does not cause irreplaceable damage to the long-term benefits to the County or the property owner in the following two areas of concern:~~

~~Water quality protection: The stormwater runoff after timber harvesting must meet the water quality requirements of Lexington County. Since the water quality protections for the stormwater runoff from an undeveloped tract of land is generally not as rigid as the protection needed for developed property, preserving larger riparian buffers may not be required as a part of the *Best Management Practices for Forestry (BMPs)*; but should be considered as a way to enhance the value of the property for future development. This would especially be true if the lack of adequate riparian buffers causes future development to construct more expensive alternate methods to achieve required water quality protection. Therefore, following BMPs as established and amended by the South Carolina Forestry Commission will be considered sufficient for timber harvesting, but may not be sufficient for the future development of the property.~~

~~Trophy tree preservation: This requirement involves identifying irreplaceable groupings of trophy trees that can easily be included in future development plans as value-added amenities. It is not the intent of this Ordinance to require the preservation of every trophy tree on a piece of property or to imprudently leave isolated trophy trees that are not good candidates for long term survival. The Appendix of this Ordinance contains the criteria for trophy trees, including a list of those trees that are not considered worthy of protection regardless of size.~~

~~Sediment and Erosion Protection: At all times, timber harvesting activities must provide sediment and erosion protection for adjoining properties and public roadways in accordance with BMPs. Even though those practices do not include a visual buffer, Lexington County will require a minimum visual buffer as follows:~~

Scenic Corridor 1:	25 feet
Scenic Corridor 2 and 3:	20 feet (where the road right-of-way is 50 feet wide)
	15 feet (where the road right-of-way is 66 feet wide)
All other roads:	10 feet
Adjoining property:	10 feet

~~Within all visual buffers, except those along Scenic Corridors, the careful harvesting of single trees is permitted as long as the basic integrity of the buffer is maintained. The visual buffers along roads will be measured from the platted rights of way where they exist. On roads without platted rights of way, they will be measured from the prescriptive easement. That easement is interpreted to include the actual roadway as well as any adjacent drainage ditch systems that are part of the roadway.~~

**Make the following changes and additions to:**  
**Section 3. Amendments (found in Article 6 – Administration)**

**6.3.2 Procedures**

Amendments to this Ordinance may be proposed by the Lexington County Council, ~~or the Lexington County Planning Commission, or by an interested party.~~

- a. An application for amendment shall be filed with the Landscape Administrator.
- b. These regulations may be amended after notice and public hearing in the same manner as prescribed by law for their original adoption.

This Ordinance shall be effective from the date that it is approved.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
James E. Kinard, Jr.  
Chair, Lexington County Council

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Third and Final Reading: \_\_\_\_\_  
Filed w/Clerk of Court: \_\_\_\_\_

# New State Forestry Law

**SECTION 48-23-205.** Local regulation of development affecting forest land.

(A) For purposes of this section:

- (1) "Development" means any activity, including timber harvesting, that is associated with the conversion of forestland to nonforest or nonagricultural use.
- (2) "Forestland" means land supporting a stand or potential stand of trees valuable for timber products, watershed or wildlife protection, recreational uses, or for other purposes.
- (3) "Forest management plan" means a document or documents prepared or approved by a forester registered in this State that defines a landowner's forest management objectives and describes specific measures to be taken to achieve those objectives. A management plan shall include silvicultural practices, objectives, and measures to achieve them, that relate to a stand or potential stand of trees that may be utilized for timber products, watershed or wildlife protection, recreational uses, or for other purposes.
- (4) "Forestry activity" includes, but is not limited to, timber harvest, site preparation, controlled burning, tree planting, applications of fertilizers, herbicides, pesticides, weed control, animal damage control, fire control, insect and disease control, forest road construction, and any other generally accepted forestry practices.

(B) A county or municipality must not adopt or enforce any ordinance, rule, regulation, resolution, or permit related to forestry activities on forestland that is:

- (1) taxed on the basis of its present use value as forestland under Section 12-43-220(d);
- (2) managed in accordance with a forest management plan;
- (3) certified under the Sustainable Forestry Initiative, the Forest Stewardship Council, the American Forest Foundations Tree Farm System, or any other nationally recognized forest certification system;
- (4) subject to a legally binding conservation easement under which the owner limits the right to develop or subdivide the land; or
- (5) managed and harvested in accordance with the best management practices established by the State Commission of Forestry pursuant to Section 48-36-30.

(C) This section does not limit, expand, or otherwise alter the authority of a county or municipality to:

- (1) regulate activities associated with development, provided that a county or municipality requires a deferral of consideration of an application for a building permit, a site disturbance or subdivision plan, or any other approval for development that if implemented would result in a change from forest land to nonforest or nonagricultural use, the deferral may not exceed a period of up to:
  - (a) one year after the completion of a timber harvest if the harvest results in the removal of all or substantially all of the trees from the specific area included in a building permit, site disturbance or subdivision plan in item (1), and the removal qualified for an exemption contained in subsection (B); or
  - (b) five years after the completion of a timber harvest if the harvest results in the removal of all or substantially all of the trees from the specific area included in a building permit, site disturbance or subdivision plan in item (1), and the removal qualified for an exemption contained in subsection (B) for which the permit or approval is sought and the harvest was a wilful violation of the county regulations;
- (2) regulate trees pursuant to any act of the General Assembly;
- (3) adopt ordinances that are necessary to comply with any federal or state law, regulation, or rule; or
- (4) exercise its development permitting, planning, or zoning authority as provided by law.

(D) A person whose application for a building permit, a site disturbance or subdivision plan, or any other approval for development is deferred pursuant to the provisions contained in this section may appeal the decision to the appropriate governmental authority.



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

ZONING MAP AMENDMENT APPLICATION # **M10-01**

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

Amicks Ferry Road from the intersection of Three Oak Lane to the intersection of Ballentine Lane; Timberlake Drive from the intersection of Amicks Ferry Road to the intersection of Club Court; and Fairway Ridge Dr.

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

TMS#: \_\_\_\_\_ Property Owner: \_\_\_\_\_

Reason for the request: To change the street classification to be consistent with the surrounding residential area.

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

Date of Application: 7/14/2010 Applicant: Property Owner  Authorized Agent

Phone #(s): home 803-345-6785 \_\_\_\_\_

Signature: \_\_\_\_\_ *Signature on file* \_\_\_\_\_ Printed Name: George L. Duke

Street/Mailing Address: 637 Webster Pointe Chapin SC 29036

7/14/10	Application Received
8/05/10	Newspaper Advertisement
8/03/10	Notices Mailed

7/14/10	Fee Received
8/09/10	Property Posted
	Planning Commission

Planning Commission Recommendation: \_\_\_\_\_

7/27/10	First Reading	8/24/10	Public Hearing		Second Reading		Third Reading
---------	---------------	---------	----------------	--	----------------	--	---------------

Results: \_\_\_\_\_

COUNTY OF LEXINGTON, SOUTH CAROLINA  
**Department of Community Development**  
County Administration Building (803) 785-8121  
212 South Lake Drive Ste. 401 Lexington, South Carolina 29072

## **STAFF SUMMARY**

### **ZONING MAP AMENDMENT #M10-01**

**Description of the amendment:** This Map Amendment request is for a change in street classification for Fairway Ridge Drive and portions of Amicks Ferry Road and Timberlake Drive.

**Character of the Area:** This area consists of Lake Murray, Timberlake golf course, single family residential and vacant property.

**Zoning History:** This is the Northern Lexington County Planning Area zoned in August 1987. There have been six map amendments in the area. Each of these map amendments was for a street classification change.

**Council District:** Six-Johnny W. Jeffcoat

EXCERPTS TAKEN FROM:

# LEXINGTON COUNTY



# ZONING ORDINANCE

February 24, 2010

## 22.02 Chart of Permitted Access by Street Classification

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of .10.

Current Zoning

Proposed Zoning

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓				✓ .09 FAR	Administrative Offices
✓							Advertising Signs
✓	✓	✓					Airports
✓	✓	✓					Animal Operations
✓	✓	✓					Boat Docks
✓	✓						Bus and Transit Terminals
✓	✓	✓				✓ .05 FAR	Business Services
✓	✓	✓				✓	Cemeteries
✓	✓	✓					Child or Adult Day Care
✓	✓	✓					Churches
✓	✓	✓				✓ .03 FAR	Communication Towers
✓	✓	✓					Community Education
✓	✓	✓					Construction Services
✓	✓	✓				✓	Crops
✓	✓						Detention Centers
✓	✓	✓				✓	Essential Services (Limited)
✓	✓	✓					Essential Services (Extensive)
✓	✓	✓					Fancier's Kennel/Cattery
✓	✓	✓					Food Services
✓	✓	✓					General Repair and Maintenance Services
✓	✓	✓				✓ .03 FAR	General Retail (Limited)
✓	✓	✓				✓ .03 FAR	General Retail (Extensive)
✓	✓	✓	✓##	✓##	✓##		Golf Courses
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Limited)
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Intermediate)
✓	✓	✓#					Group Assembly (Extensive)
✓	✓	✓	✓			✓ 5.5 DU/acre	Group Housing
✓	✓	✓#					Hospitals
✓	✓	✓					Kennels, Catteries, and Stables
✓	✓	✓					Landfills (Limited)
✓	✓	✓**					Landfills (Intermediate)
✓	✓**						Landfills (Extensive)
✓	✓	✓					Manufacturing (Light Assembly)
✓	✓	✓					Manufacturing (Limited)
✓	✓	✓					Manufacturing (Intermediate)
✓	✓	✓					Manufacturing (Extensive)
✓	✓	✓					Marinas
✓	✓	✓				✓ .07 FAR	Medical Services
✓	✓						Military Installations
✓	✓	✓					Mining (Limited)
✓	✓	✓					Mining (Intermediate)
✓	✓	✓					Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	Mini-Parks
✓	✓	✓					Mini-Warehouses
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Mobile Homes
✓	✓	✓	✓			✓ 6 DU/acre	Mobile Home Parks
✓	✓	✓	✓	✓	✓	✓	Natural Reserves
✓	✓	✓	✓				Non-Assembly Cultural

Current Zoning

Proposed Zoning

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓				✓ 12 Beds/acre	Nursing Homes
✓	✓	✓				✓ .03 FAR	Personal Convenience Services
✓	✓	✓				✓	Plant Nurseries
✓	✓	✓					Power Plants
✓	✓	✓				✓ .09 FAR	Professional Services
✓	✓	✓					Radioactive Materials Handling
✓	✓	✓					Railroad
✓	✓	✓					Recycling Centers
✓	✓	✓				✓ .09 FAR	Research Services
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Residential Detached
✓	✓	✓	✓	✓		✓ 4 DU/acre	Residential Attached(2 Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Residential Attached(3 or more Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Retirement Centers/Assisted Living
✓	✓	✓					Salvage/Wrecking Yard
✓	✓	✓					Scrap Operations
✓	✓	✓					Business Parks
✓	✓	✓					Shopping Centers
✓	✓	✓					Industrial Parks
✓	✓	✓					Towing and Impoundment Lot
✓	✓	✓					Trade Enterprises
✓	✓	✓					Transient Habitation
✓	✓	✓					Transport & Warehousing (Limited)
✓	✓	✓					Transport & Warehousing (Extensive)
✓	✓	✓					Transport Services
✓	✓	✓					Undertaking
✓	✓	✓	✓	✓	✓	✓	Utilities
✓	✓	✓					Vehicle Parking
✓	✓	✓				✓	Vehicle Repair
✓	✓	✓				✓ .03 FAR	Vehicle Sales
✓	✓	✓					Vehicle Servicing (Limited)
✓	✓	✓					Vehicle Servicing (Extensive)
✓	✓	✓					Veterinarian
✓	✓	✓					Zoos

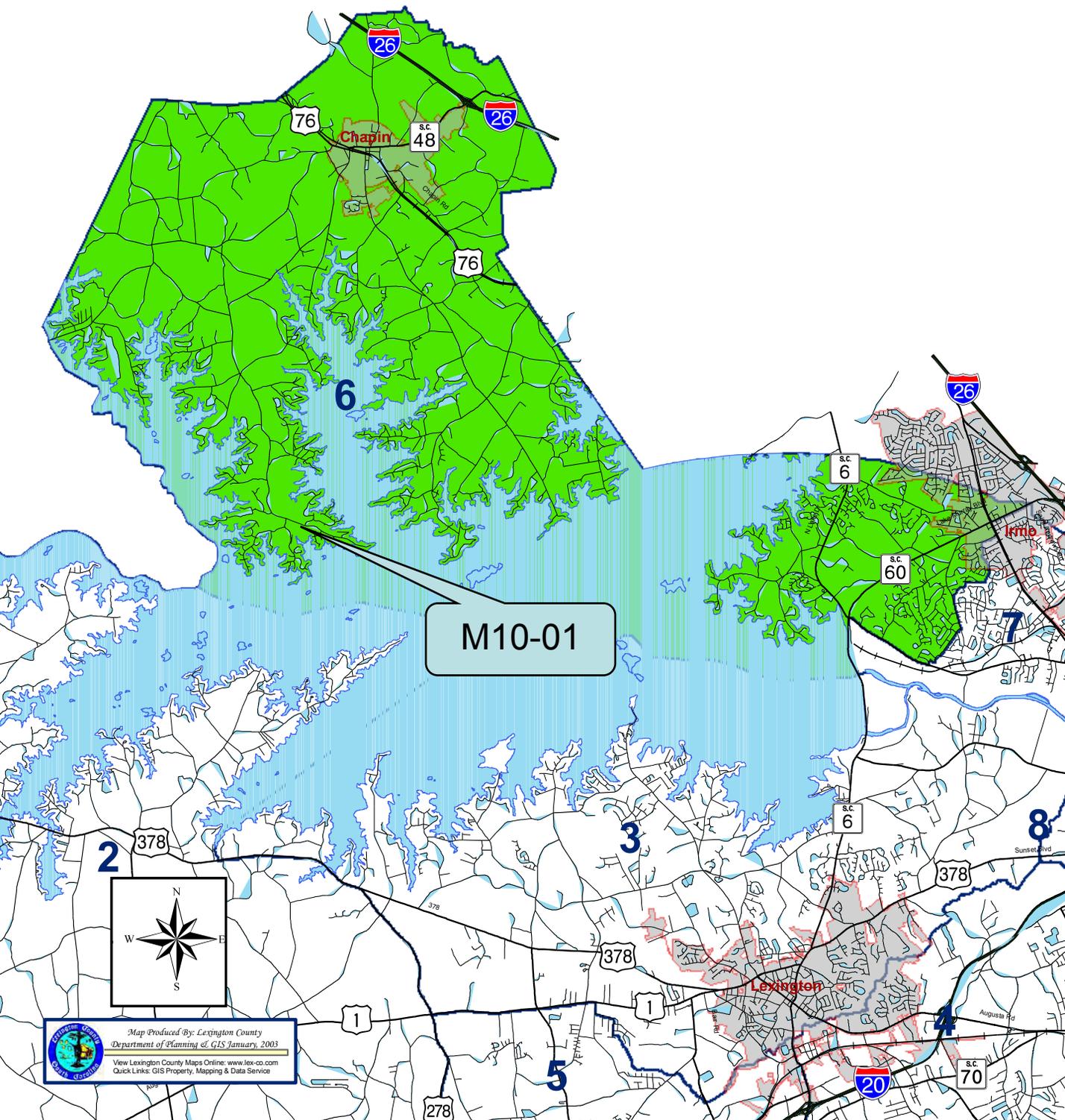
\* Access by these classifications is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

\*\* Access by these classifications is allowed only if the street is paved.

# Access by this classification is allowed only if the activity also has access to an Arterial or Collector Street.

## Access by this classification is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

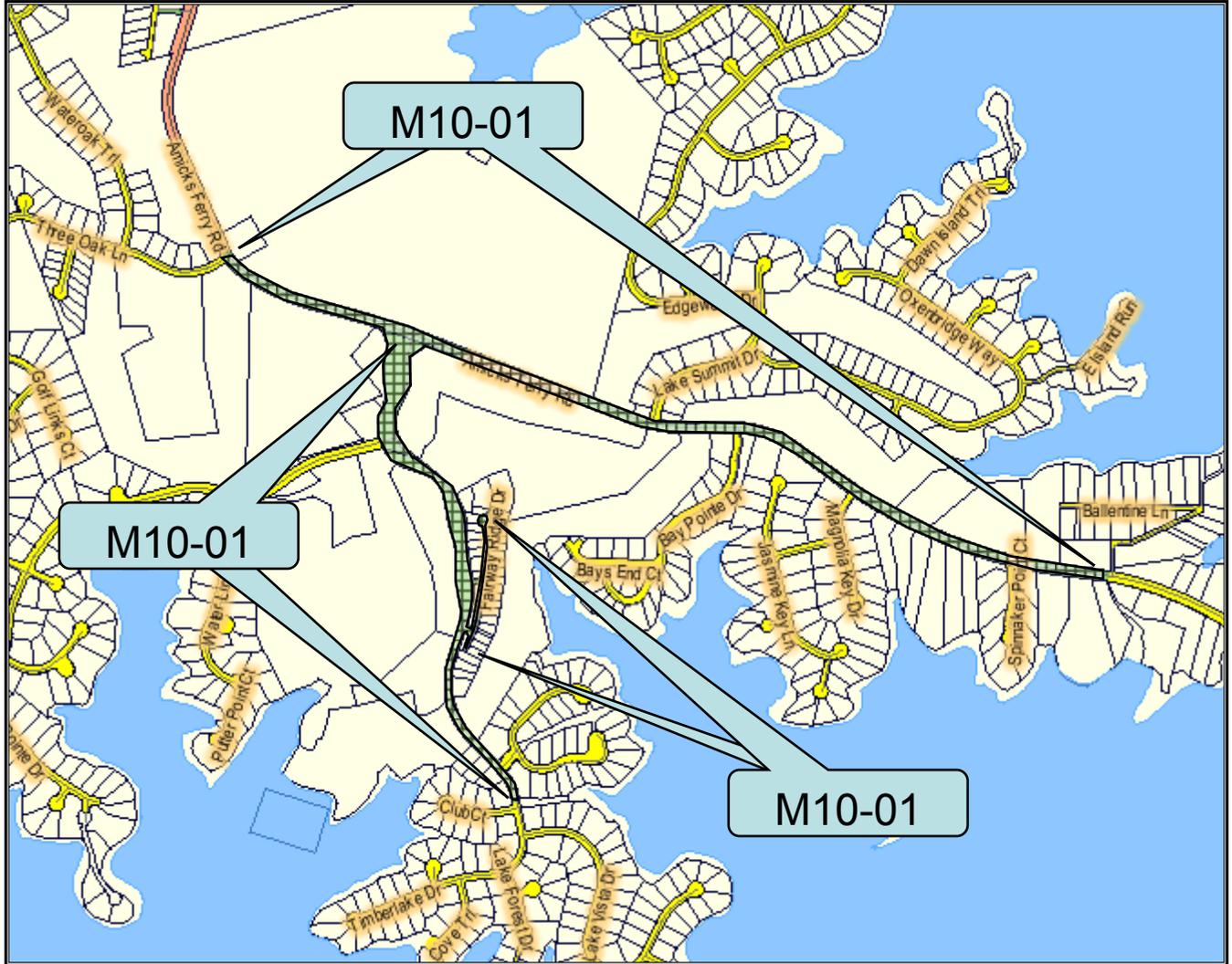
# Lexington County Council District 6



M10-01

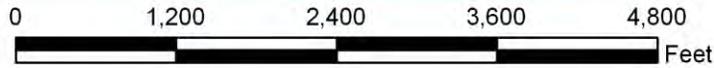
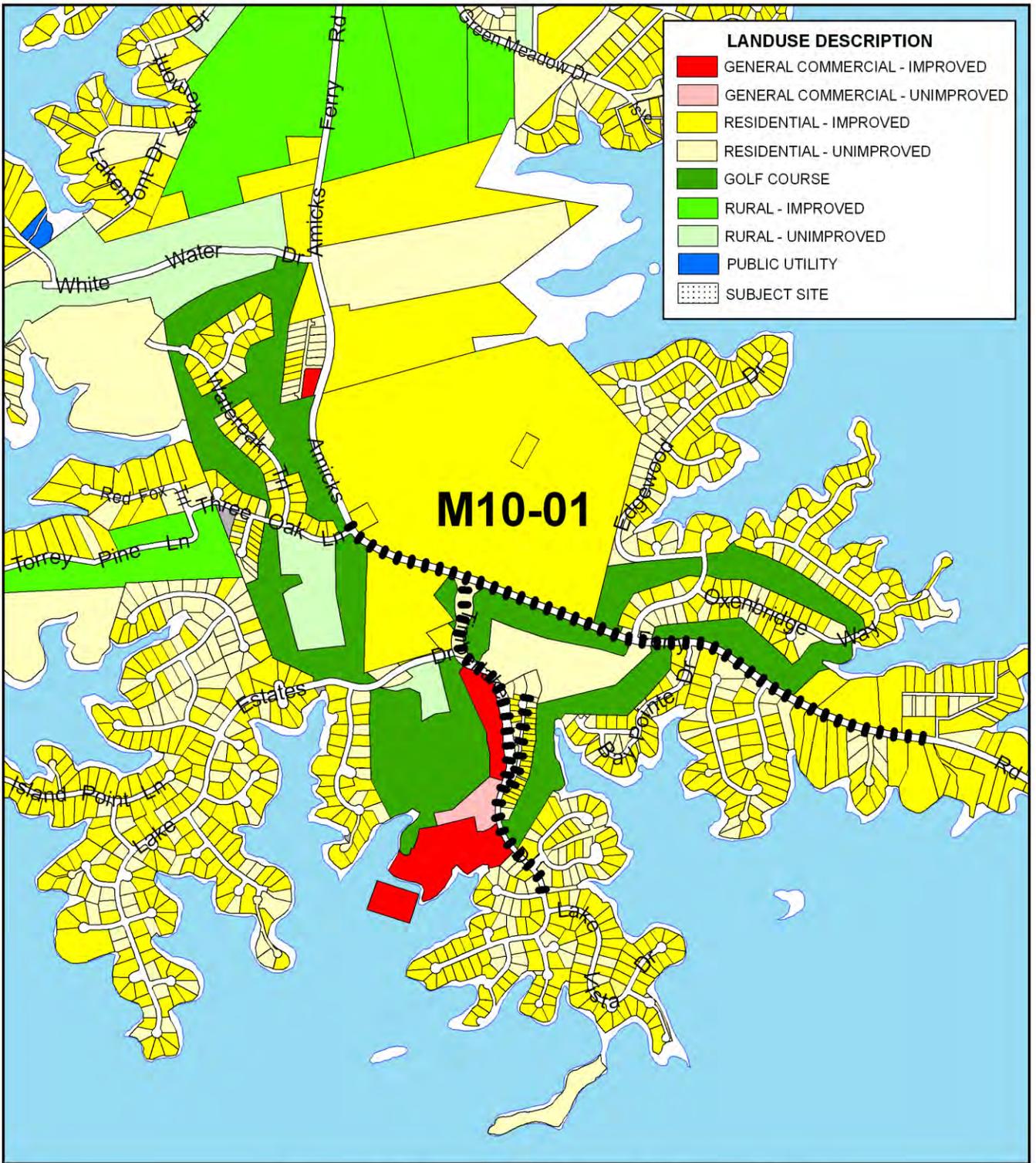
Map Produced By: Lexington County  
Department of Planning & GIS January, 2003  
View Lexington County Maps Online: [www.lex-co.com](http://www.lex-co.com)  
Quick Links: GIS Property, Mapping & Data Service

# Zoning Map Amendment Application M10-01



## ZONING LEGEND

	I - Interstate		RL5 – Residential Local 5		ID – Intensive Development
	A – Arterial Road		RL6 – Residential Local 6		PD – Planned Development
	C – Collector Road		LC – Limited Commercial		R1 – Low Density Residential
	L – Local Road		C1 – Neighborhood Commercial		R2 – Medium Density Residential
	LL – Limited Local Road		C2 – General Commercial		R3 – High Density Residential
	RL4 – Residential Local 4		D - Development		RD – Restrictive Development



**Existing Landuse  
Map Amendment # M10-01**

# Zoning Map Amendment Application M10-01



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

# Zoning Map Amendment Application M10-01



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