

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings

October 23, 2012

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.**

1:00 p.m. – 1:45 p.m. - Economic Development

- (1) Discussion of Parcel 3 Mitigation - Economic Development - Chuck Whipple, Director
- (2) Discussion of Project Yellowstone - Economic Development - Chuck Whipple, Director
- (3) Meeting of June 26, 2012 - Approval of Minutes..... A
- (4) Old Business/New Business
- (5) Adjournment

1:45 p.m. - 1:50 p.m. - Planning and Administration

- (1) Meeting of June 26, 2012 - Approval of Minutes..... B
- (2) Old Business/New Business - Additional Language/Information (Pennington) for Communication Towers
- (3) Adjournment

1:50 p.m. - 2:00 p.m. - Justice

- (1) FY 12 State Alien Assistance Program (SCAAP) Award - Sheriff's Department - Col. Allan Paavel C
- (2) Highway Safety DUI Enforcement Grant Award - Sheriff's Department - Col. Allan Paavel D
- (3) DUI Prosecutor Grant Award - Solicitor - Chris Samellas, Assistant Solicitor E
- (4) Meeting of June 26, 2012 - Approval of Minutes..... F
- (5) Old Business/New Business
- (6) Adjournment

2:00 p.m. - 2:10 p.m. - Health and Human Services

- (1) Picnic Shelters and Storage Building at Fire Stations - Public Safety/Fire Service - Chief Brad Cox..... G
- (2) Old Business/New Business
- (3) Adjournment

2:10 p.m. - 2:20 p.m. - Public Works & Solid Waste Management

- (1) Kittal Road Closing - Public Works - Randy Edwards, P.E., County Engineer..... H
- (2) West Columbia Enhancement Grant Match Request - Public Works - Jim Starling, Engineering Associate III I

- (3) Meeting of June 26, 2012 - Approval of Minutes..... J
- (4) Old Business/New Business - New Road/Corley Mill/Riverchase Monthly Update; Flooding Issues/Kinley Creek Criteria; Stormwater Utility Fee Update; Pine Glen Alternate Exit (Emergency Access Road Cost); Nursery Road Project Update; List of Outstanding Bonds, etc ; LPA Process Update; State Dirt Roads
- (5) Adjournment

2:20 p.m. - 2:30 p.m. - Airport

- (1) Security Fence Relocation at the Pelion Airport (Goal 1) - Public Works - Jim Starling - Engineering Associate III K
- (2) Old Business/New Business
- (3) Adjournment

2:30 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Meeting of June 26, 2012 - Approval of Minutes..... L
- (2) Possible Executive Session if Time Permits
- (3) Old Business/New Business – Local Contractor Procurement
- (4) Adjournment

GOALS

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

Economic Development

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

Planning & Administration

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

Justice

S. Davis, Chairman
B. Keisler, V Chairman
F. Townsend, III
J. Jeffcoat
B. Matthews

Health & Human Services

B. Matthews, Chairman
D. Summers, V Chairman
F. Townsend, III
B. Keisler
J. Kinard

Public Works & Solid Waste Management

T. Cullum, Chairman
J. Kinard, V Chairman
B. Keisler
J. Jeffcoat
B. Matthews

Airport

F. Townsend, III, Chairman
J. Kinard, V Chairman
D. Summers
B. Keisler
T. Cullum

Committee of the Whole

B. Banning, Sr., Chairman
J. Jeffcoat, V Chairman
J. Kinard
F. Townsend, III
S. Davis
D. Summers
B. Keisler
B. Matthews
T. Cullum

**AGENDA
LEXINGTON COUNTY COUNCIL**

October 23, 2012

**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

Presentations

- (1) Presentation of Check from the Lexington County Fire Service Boot Drive to Muscular Dystrophy Association
- (2) Green Business Member Recognition - Public Works - Synithia Williams, Environmental Coordinator and Amanda St. John, Recycling Coordinator M

Presentation of Resolution

- (1) Suzanne Hackett Presented by Councilman Kinard

Administrator's Report

- (1) Overview of Marine/EMS Lake Murray Boat Patrol

Employee Recognition - Joe Mergo, County Administrator

- (1) Employee of the Third Quarter

Resolutions

- (1) Arbor Day N
- (2) Midland Minor League All-Star Team..... O

Appointments

- (1) Boards and Commissions P

Bids/Purchases/RFPs

- (1) Forty (40) Dell Desktop Computers - Library Q
- (2) EMS Medical Supplies-Term Contract - Public Safety/EMS R
- (3) Frye Road Improvement Project - Public Works..... S
- (4) Professional Engineering Services Road Design Projects - Public Works T
- (5) Security Fencing for the Lexington County Airport In Pelion - Public Works U
- (6) Two (2) Heavy Duty Dump Trucks - Public Works V

(7) Agilent GC/MS System or Equal (Grant Funds) - Sheriff's Department	W
(8) Request for Approval to Utilize the Competitive Sealed Proposal Process for Comprehensive Health/Mental Health Care Services at the Detention Center - Sheriff's Department	X
(9) Twenty-Four (24) Toughbooks with Accessories - Sheriff's Department.....	Y
(10) One (1) Hydraulic Excavator (Replacement) - Solid Waste Management.....	Z

Approval of Minutes

(1) Meeting of September 11, 2012.....	1
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Zoning Amendment

(1) Zoning Map Amendment Application # M12-01 - The Palms at Rocky Point Phase II - 1 st Reading.....	2
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Ordinance(s)

(1) Ordinance 12-12 - Authorizing the Issuance, Sale & Delivery of G.O. Bonds Not Exceeding \$26 Million (\$5.575 Million Refunding of Series 2006B Bonds and Issuance of \$3 Million for EOC Center Construction and \$17 Million for Economic Development) as Amended - 2 nd Reading	3
(2) Ordinance 12-13 - An Ordinance Extending the Residential Solid Waste Franchise Contracts - 2 nd Reading	4
(3) Ordinance 12-14 - An Ordinance Approving the Conveyance of Real Estate From the County of Lexington to SCDOT - 2 nd Reading	5

Committee Reports

Public Works & Solid Waste Management, T. Cullum, Chairman

(1) Chapter 7 - Agreements, Bonds, and Warranties.....	6
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Justice, S. Davis, Chairman

(1) FY 12 State Alien Assistance Program (SCAAP) Award.....	C
(2) Highway Safety DUI Enforcement Grant Award.....	D
(3) DUI Prosecutor Grant Award	E

Health & Human Services, B. Matthews, Chairman

(1) Picnic Shelters and Storage Building at Fire Stations.....	G
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County Transportation, B. Banning, Sr., Chairman

(1) West Columbia Enhancement Grant Match Request.....	7
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Budget Amendment Resolutions

6:00 P.M. - Public Hearings

(1) Ordinance 12-11 - An Ordinance to Amend Article III, Division 2, Section 34-92 (Powers, Duties, and Authority of Lexington County Health Services District) of the Lexington County Code	8
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(2) Ordinance 12-12 - Authorizing the Issuance, Sale & Delivery of G.O. Bonds Not Exceeding \$26 Million (\$5.575 Million Refunding of Series of 2006B Bonds and Issuance of \$3 Million for EOC Center Construction and \$17 Million for Economic Development) as Amended..... 9

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

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DUBOSE, ADAM

From: JBI Help Desk [JBIHelpDesk@justicebenefitsinc.com]
Sent: Monday, October 15, 2012 4:44 PM
To: DUBOSE, ADAM
Subject: WONDERFUL NEWS!!! The FY 2012 SCAAP Awards have been announced

Justice Benefits, Inc.

October 15, 2012

VIA EMAIL

Adam Dubose
Grants Manager
Lexington County, SC

RE: GREAT NEWS!!! FY2012 SCAAP AWARDS ANNOUNCED

Justice Benefits, Inc. is very excited to inform you that the Bureau of Justice Assistance (BJA) has released the Award Payment List for the FY2012 State Criminal Alien Assistance Program (SCAAP).

Congratulations! **Lexington County** was awarded **\$43,688.00**.

BJA has also stated that they will activate the drawdown link in the Grants Management System within the next week, and you will then be able to accept your award.

There is a deadline to drawdown the money. Once you receive the official notification from BJA that your award is available for drawdown, you must accept your award through the GMS within 45 calendar days. Once 45 days elapses, the award may no longer be available.

Once we (JBI) discover that BJA has activated the drawdown link in the GMS, we will email you the detailed drawdown procedures. JBI's Help Desk will also be available to provide assistance with the drawdown procedure, if needed. Please feel free to call us at **800-576-3518**.

Finally and most importantly, we would like to commend the many individuals on your staff for the wonderful spirit of cooperation in working with JBI as we analyzed data and prepared Lexington County's claim. It was only through the "partnership" of Lexington County and JBI that led to the ultimate success of this most deserved award for the FY2012 State Criminal Alien Assistance Program.

As we have in past years, attached at the end of this email you will also find a document that can be used as a press release suitable for your local newspaper and other media.

Please do not hesitate to contact JBI regarding any questions to this email or other questions pertaining to the SCAAP.

Sincerely,

Amy E. Hoffmann
Senior Vice President
Justice Benefits, Inc

Contact: Kimberly King, Sr. Vice President of Business Development
JUSTICE BENEFITS, INC.
Ph: 1-800-835-2164

October 15, 2012
FOR IMMEDIATE RELEASE

Press Release

Lexington County Awarded Federal Reimbursement from the FY2012 SCAAP

The U.S. Department of Justice announced the award of \$43,688.00 to Lexington County, SC, to reimburse some of the costs of incarcerating undocumented criminal aliens who have committed serious crimes in the United States. The goal of this program is to enhance public safety in communities throughout the nation.

This opportunity originates from federally mandated programs that the County is providing at local cost. As many local entities are aware, the Federal Government drives local political entities to assume more responsibility for the administration and delivery of government services. Many times these services are funded with local dollars.

However, in some cases there are federal funding opportunities available, if the proper request is made. Identifying federal funding stream opportunities and then properly applying for them are not simple or easy tasks. The interaction between federal, state, and local political entities is complex, and often unwieldy for most local political entities.

An aggressive program of researching and applying for little known federal programs to supplement the local tax burden was implemented by engaging Justice Benefits, Inc. (JBI) for assistance.

JBI is a public sector consulting firm located in Dallas, Texas, that specializes in locating and accessing hard-to-find federal reimbursements for local and state entities. JBI does the research, gathers and analyzes the data, and completes all necessary information to be included in the application. As a result of JBI's expertise and experience, Lexington County was able to maximize its dollar amount on this application. Lexington County was one of only 890 (out of 3,140) eligible local entities across the U.S. that successfully applied for these dollars.

PA	City of Philadelphia	\$91,391.00
PA	County of Lehigh	\$99,886.00
PA	COUNTY OF LUZERNE	\$111,332.00
PA	Pennsylvania Department of Corrections	\$977,198.00
PR	Puerto Rico Department of Corrections and Rehabilitation	\$313,317.00
RI	State of Rhode Island	\$677,789.00
SC	Colleton County	\$487.00
SC	Greenwood County	\$1,598.00
SC	Anderson, County of	\$2,372.00
SC	County of Laurens	\$2,511.00
SC	Georgetown County	\$3,335.00
SC	County of Pickens	\$3,339.00
SC	County of Dorchester	\$5,655.00
SC	Richland County Government	\$9,975.00
SC	Aiken County	\$12,021.00
SC	County of York	\$18,125.00
SC	LEXINGTON COUNTY	\$43,688.00
SC	County Council of Beaufort	\$58,080.00
SC	County of Greenville	\$58,506.00
SC	County of Horry	\$75,510.00
SC	Charleston County	\$264,094.00
SC	SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (INC)	\$388,721.00
SD	Pennington County	\$7,388.00
SD	State of South Dakota	\$33,226.00
SD	Minnehaha County	\$37,024.00
TN	Lincoln County	\$365.00
TN	Maury County Government	\$1,622.00
TN	Williamson County	\$3,100.00
TN	Dickson County	\$4,165.00
TN	County of Anderson	\$4,501.00
TN	County Of Hamblen	\$7,986.00
TN	County of Sumner	\$8,317.00
TN	Hamilton County	\$19,315.00
TN	Knox County	\$24,403.00
TN	County of Montgomery	\$33,508.00
TN	Metropolitan Nashville And Davidson County	\$155,057.00
TN	Shelby County	\$228,678.00
TN	State of Tennessee	\$230,234.00
TX	County of Fannin	\$75.00
TX	willacy county	\$483.00
TX	HOCKLEY COUNTY	\$644.00
TX	County of Live Oak	\$754.00
TX	County of Duval	\$806.00
TX	County of Orange	\$807.00
TX	County of Bee	\$858.00
TX	County of Wheeler	\$1,219.00
TX	Culberson County	\$1,311.00
TX	County of Brown	\$1,487.00
TX	County of Comanche	\$1,509.00
TX	County of Crane	\$1,596.00
TX	County of Lamar	\$1,749.00
TX	County of Leon	\$2,155.00
TX	County of Bosque	\$2,293.00
TX	County of Polk	\$2,468.00
TX	County of Coryell	\$3,018.00

**COUNTY OF LEXINGTON
HIGHWAY SAFETY ENHANCED DUI ENFORCEMENT
Annual Budget
FY 2012-13 Estimated Revenue**

Object Code	Revenue Account Title	Actual 2010-11	Received Thru May 2011-12	Amended Budget Thru May 2011-12	Projected Revenues Thru Jun 2011-12	Requested 2012-13	Approved 2012-13	Awarded 2012-13
*LE - Highway Safety Enhanced DUI Enforcement 2491:								
Revenues:								
457000	Federal Grant Income	173,176	215,452	209,049	209,049	177,577	177,577	149,557
461000	Investment Interest	0	0	0	0	0	0	0
** Total Revenue		<u>173,176</u>	<u>215,452</u>	<u>209,049</u>	<u>209,049</u>	<u>177,577</u>	<u>177,577</u>	<u>149,557</u>
***Total Appropriation					209,049	177,557	187,885	149,557
FUND BALANCE								
Beginning of Year					<u>10,308</u>	<u>10,308</u>	<u>10,308</u>	<u>10,308</u>
FUND BALANCE - Projected								
End of Year					<u>10,308</u>	<u>10,328</u>	<u>0</u>	<u>10,308</u>

COUNTY OF LEXINGTON
HIGHWAY SAFETY ENHANCED DUI ENFORCEMENT
Annual Budget
Fiscal Year - 2012-13

Fund: 2491
Division: Law Enforcement
Organization: 151200 - LE/Operations

Object Expenditure Code Classification	2010-11 Expend	2011-12 Expend (May)	2011-12 Amended (May)	2012-13 Requested	<i>BUDGET</i>	
					2012-13 Approved	2012-13 Awarded
Personnel						
510100 Salaries & Wages - 2	45,967	60,371	112,202	83,000	76,146	83,000
510199 Special Overtime	894	2,759	0	0	0	0
511112 FICA - Employer's Portion	3,491	4,677	8,628	6,350	5,825	6,350
511114 Police Retirement - Employer's Portion	5,412	7,426	13,045	9,570	9,366	9,570
511120 Insurance Fund Contribution - 2	9,100	13,000	22,100	15,600	15,600	15,600
511130 Workers Compensation	1,576	2,123	3,747	2,789	2,559	2,789
519999 Personnel Contingency	0	0	0	0	1,878	0
* Total Personnel	66,440	90,356	159,722	117,309	111,374	117,309
Operating Expenses						
521000 Office Supplies	173	0	395	500	500	500
521200 Operating Supplies	0	102	1,100	1,000	1,000	1,000
521208 Police Supplies	304	0	546	0	0	0
522300 Vehicle Repairs & Maintenance - 2	30	641	1,970	1,000	1,000	1,000
524100 Vehicle Insurance - 2	0	1,330	2,184	1,092	1,092	1,092
524201 General Tort Liability Insurance	1,446	1,446	1,534	1,490	1,490	1,490
524202 Surety Bonds	0	19	0	0	0	0
525004 WAN Service Charges - 2	304	836	2,576	1,200	1,200	1,200
525020 Pagers & Cell Phones - 2	86	476	2,794	1,200	1,200	1,200
525030 800 MHz Radio Service Changes - 2	270	884	2,770	1,200	1,200	1,200
525041 E-mail Service Charges - 2	0	0	162	156	162	162
525210 Conference, Meeting & Training Expense	0	0	1,666	2,000	2,000	2,000
525400 Gas, Fuel and Oil	4,663	14,453	26,633	18,800	18,800	18,794
529903 Contingency	0	0	898	0	16,257	0
* Total Operating	7,276	20,187	45,228	29,638	45,901	29,638
** Total Personnel & Operating	73,716	110,543	204,950	146,947	157,275	146,947
Capital						
540000 Small Tools & Minor Equipment	62	1,250	1,608	0	0	0
540010 Minor Software	0	0	0	0	0	0
All Other Equipment	89,090	2,212	2,491			
5AD227 (2) In-Car Radios, Mounts & Accessories				11,500	11,500	0
5AD228 (1) Large Screen Monitor				4,500	4,500	0
5AD229 (2) ID Barcode/Magnetic Scanners & Software				1,800	1,800	1,800
5AD230 (2) Lidar Units w/ Video & Accessories				12,000	12,000	0
5AD231 (2) Passive Alcohol Sensors & Accessories				810	810	810
** Total Capital	89,152	3,462	4,099	30,610	30,610	2,610
*** Total Budget Appropriation	162,868	114,005	209,049	177,557	187,885	149,557

SECTION V. – PROGRAM OVERVIEW

The ultimate goal for the creation of a Driving Under the Influence Traffic Enforcement Unit in Lexington County is to combine resources to effect a positive change in the collision, injury, and arrest rate of traffic and DUI violations. By consolidating the resources and expanding knowledge and skills to perform DUI traffic enforcement, the quality of enforcing the traffic laws will result in an effort to reduce severe and fatal traffic collisions. The expertise and knowledge gained from the specialized training will enhance the unit's capability by using technologically sound equipment and techniques to collect and process evidence for court cases for effective discovery, documentation, and judicial prosecution of criminal offenders.

SECTION VI. B. – LISTING OF POSITIONS

Current Staffing Level:

<u>Job Title</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Traffic Lieutenant	1	1	0	1	20
Traffic Master Deputies	2	2	0	2	13
Traffic Deputies	7	7	0	7	12
Totals:	10	10	0	10	

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Traffic Deputies	2	0	2	2	12
Totals:	2	0	2	2	

SECTION VI. C. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES \$ 500

Items to be purchased include but are not limited to pens, file jackets, folders, diskettes, calendars and other general supplies used daily.

521200 - OPERATING SUPPLIES \$ 1,000

Items to be purchased are traffic supplies such as video and audiotapes, OSH kits, traffic books, disks, batteries, etc. are for operational purposes for the traffic officers.

522300 - VEHICLE REPAIRS AND MAINTENANCE \$ 1,000

Vehicle repairs and maintenance that are needed for the grant vehicles (estimated at \$500 per vehicle).

524100 - VEHICLE INSURANCE \$ 1,092

Vehicle insurance is required for the grant vehicles. (\$546 x 2 vehicles = \$1,092)

524201 - GENERAL TORT LIABILITY INSURANCE \$ 1,490

General Tort Liability Insurance is required for each person employed by the County. (\$745 x 2 officers = \$1,490)

525004 – WAN SERVICE CHARGES \$ 1,200

Air card service will allow the grant traffic officers to have wireless access to the web, GNET and other databases from other counties as well as LCSD to obtain immediate information on the person in question. (\$50/month x 2 officers x 12 months = \$1,200)

525020 - PAGERS AND CELL PHONES \$ 1,200

The mobile telephones for the grant traffic officers will allow them to communicate effectively with each other and to make contact to those individuals that are involved in traffic situations. (\$50/month x 2 officers x 12 months = \$1,200)

525030 – 800 MHz RADIO SERVICE CHARGES \$ 1,200

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios. (\$50/month x 2 officers x 12 months = \$1,200)

525041 – E-MAIL SERVICE CHARGES **\$ 162**

The email service is required for immediate communication and immediate transfer of documents for DUI investigative purposes. ($\$6.75/\text{month} \times 2 \text{ traffic officers} \times 12 \text{ months} = \162)

525210 – CONFERENCE, MEETING, & TRAINING EXPENSE **\$ 2,000**

The grant requires that each grant funded person attend at least two training seminars per grant year. These training seminars will teach the most current technological approaches to DUI, vehicle inspection, laws, and investigations that will allow the DUI officers to properly present cases in court for prosecution purposes.

525400 - GAS, FUEL, AND OIL **\$ 18,794**

The grant reimburses the mileage at the federal rate for the grant-funded personnel to allow them to travel to work and scenes while performing their duties. (estimated at $\$0.555 \times 33,863 \text{ miles} = \$18,793.97$)

SECTION VI. D. -CAPITAL LINE ITEM NARRATIVES

5AD229 – (2) ID BARCODE/MAGNETIC SCANNER AND SOFTWARE **\$ 1,800**

The ID scanner will assist on traffic stops by immediately recording a copy of the driver's license, information from vehicle registrations and other legal papers allowing less time and errors than manually recording the information. The scanner must be able to interface with LCSO in-house records management system and SCDMV software to allow for immediate review and retrieval of all pertinent information.

5AD231 – (2) PASSIVE ALCOHOL SENSORS AND ACCESSORIES **\$ 810**

Passive alcohol sensors are used to solidify driving under the influence cases by determining the suspect's blood alcohol level. This device will allow the prosecution and enforcement of alcohol related offenses of individuals less than 21 years of age, as is required by state law. The sensor allows for a measurement of someone's breath for the presence of alcohol as an active device and also allows for the detection of alcohol in beverages which assist for prosecution of open container violations and can sense the amount of alcohol present in a volume of air.



South Carolina Department of Public Safety
Office of Highway Safety

September 26, 2012

Mr. Joe G. Mergo III
Interim County Administrator
County of Lexington
212 South Lake Drive
Lexington, South Carolina 29072



RE: Highway Safety Grant No. 2H13008
DUI and Alcohol Enforcement Team

Dear Mr. Mergo:

I am pleased to provide you with the original and one copy of a grant award approved by this office in the amount of **\$149,557**, with funding beginning October 1, 2012. In order to complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days. The signed original should be sent to:

Dr. Ed Harmon, Assistant Director
Office of Highway Safety
S. C. Department of Public Safety
P. O. Box 1993
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report forms have been forwarded to the Project Director. The first report for this grant is due February 1, 2013, for the quarter ending December 31, 2012. Timely submission of progress reports will ensure the processing of eligible claims filed against this grant.

Congratulations on your project's selection for funding for FFY 2013. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned program manager, Amie Hudson, if you have any questions regarding this award.

Sincerely,

Phil Riley
Director

c: Ms. Nandalyn S. Heaitley
Grant File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: County of Lexington
Grant Title: DUI and Alcohol Enforcement Team
Grant Period: 10/1/2012 - 9/30/2013 Date of Award: 10/1/2012
Amount of Award: \$149,557 Grant No.: 2H13008

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.600, and on the basis of the application for a grant award submitted to the Office of Highway Safety, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety in accordance with regulations.



Phil Riley, Director
Office of Highway Safety



Ed Harmon, Assistant Director
Office of Highway Safety

Acceptance of Grant Award:

Signature of Authorized Official

THIS GRANT AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: DUI PROSECUTION PROGRAM

Fund: 2461 Sol/DUI Prosecution Program **Department:** 141200 Solicitor
No. Title No. Title

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

Type of Grant: **Reimbursement** X **Block** _____

Grant Overview: To provide funding for a dedicated DUI prosecutor whose primary focus is the prosecution of South Carolina Highway Patrol DUI cases in Magistrates Courts throughout the Eleventh Judicial Circuit. When practicable, the prosecutor may also assist in the prosecution of DUI cases made by the South Carolina Highway Patrol and other local law enforcement agencies in all Courts within the Eleventh Judicial Circuit. A main goal of this program is to increase the number of successful prosecutions of DUI cases.

This award is for the third year of funding for this grant. The Eleventh Judicial Circuit Solicitor's Office received an award in the amount of \$75,000 for salary and operating costs.

Grant Period: October 1, 2012 to September 30, 2013

Responsible Departmental Grant Personnel: Chris Samellas, Senior Assistant Solicitor

Date Grant Information Released: January 11, 2012 **Date Grant Application Due:** March 2, 2012

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

Personnel	\$	71,309.00		
Operating	\$	3,691.00	* Application Amount:	78,000.00
Capital	\$	-	* Award Amount:	75,000.00
Total	<u>\$</u>	<u>75,000.00</u>		

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: _____

 % \$ Amount

Requirements at the End of this Grant (please explain in detail):
 None
Application was approved by Council at the 2/28/12 meeting.

Dept. Preparer:	<u>CGS</u>	<u>10/12/2012</u>
Dept. Approval:	_____	_____
Finance Approval:	<u>AD</u>	<u>10/12/2012</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
SOL / DUI PROSECUTION PROGRAM**

**Annual Budget
Fiscal Year - 2012-13**

Object Code	Revenue Account Title	Actual 2010-11	Received Thru May 2011-12	Amended Budget Thru May 2011-12	Projected Revenues Thru Jun 2011-12	Requested 2012-13	Approved 2012-13	Awarded 2012-13
*Solicitor / DUI Prosecution Program 2461:								
Revenues:								
457000	Federal Grant Income	18,507	71,538	91,869	91,869	78,000	78,000	75,000
469900	Miscellaneous Revenue	0	58	0	0	0	0	0
**Total Revenue		18,507	71,596	91,869	91,869	78,000	78,000	75,000
***Total Appropriations					91,869	78,000	78,000	75,000
FUND BALANCE								
Beginning of Year								
					0	0	0	0
FUND BALANCE - Projected								
End of Year								
					0	0	0	0

Fund 2461
Division: Judicial
Organization: 141200 - Solicitor

Object Expenditure Code	Classification	2010-11 Expend	2011-12 Expend (May)	2011-12 Amended (May)	2012-13 Requested	2012-13 Approved	2012-13 Awarded
BUDGET							
Personnel							
510100	Salaries & Wages - 1	12,027	46,404	65,416	55,686	53,544	53,544
511112	FICA - Employer's Portion	894	3,433	4,978	4,260	4,096	4,096
511113	State Retirement - Employer's Portion	1,133	4,425	6,238	5,903	5,676	5,676
511120	Employee Insurance - 1	1,300	7,150	9,750	7,800	7,800	7,800
511130	Workers Compensation	43	167	236	201	193	193
519999	Personnel Contingency	0	0	0	0	1,270	0
* Total Personnel		15,397	61,579	86,618	73,850	72,579	71,309
Operating Expenses							
521000	Office Supplies	120	90	625	625	625	372
524201	General Tort Liability Insurance	0	23	36	25	24	24
524202	Surety Bonds - 1	0	6	8	0	0	0
525000	Telephone	0	0	243	243	243	243
525021	Smart Phone Charges - 1	211	916	1,256	1,020	1,020	1,020
525041	E-mail Service Charges - 1	20	74	102	81	81	81
525210	Conference, Meeting & Training Expense	0	646	1,437	800	800	800
525230	Subscriptions, Dues, & Books	0	0	0	0	0	0
525240	Personal Mileage Reimbursement	173	1,033	1,544	1,356	1,356	1,151
529903	Contingency	0	0	0	0	1,272	0
* Total Operating		524	2,788	5,251	4,150	5,421	3,691
** Total Personnel & Operating		15,921	64,367	91,869	78,000	78,000	75,000
Capital							
540000	Small Tools & Minor Equipment	160	0	0	0	0	0
540010	Minor Software	616	0	0	0	0	0
	All Other Equipment	1,810	0	0	0	0	0
** Total Capital		2,586	0	0	0	0	0
*** Total Budget Appropriation		18,507	64,367	91,869	78,000	78,000	75,000

SECTION V. - PROGRAM OVERVIEW

Summary of Programs:

DUI Prosecution Program

Objectives:

To provide funding for a dedicated DUI prosecutor whose primary focus is the prosecution of South Carolina Highway Patrol DUI cases in Magistrates Courts throughout the Eleventh Judicial Circuit. When practicable, the prosecutor may also assist in the prosecution of DUI cases made by the South Carolina Highway Patrol and other local law enforcement agencies in all Courts within the Eleventh Judicial Circuit. The main goal of this program is to increase the number of successful prosecutions of DUI cases.

SECTION VI. LINE ITEM NARRATIVES

SECTION VI. A. – LISTING OF REVENUES

457000 – FEDERAL GRANT INCOME \$75,000

This is a pass-through federal grant from the Office of Highway Safety, South Carolina Department of Public Safety. This is the second year of the grant (10/1/2012 – 9/30/2013). The amount of the total award given to the Eleventh Judicial Circuit Solicitor's Office is \$75,000. This is a 100% federally funded grant, no match is required.

SECTION VI. B. - LISTING OF POSITIONS

Staffing Level:

<u>Job Title</u>	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Assistant Solicitor	1		1	1	19
	===		===	===	
Total Positions	1		1	1	

SECTION VI. C. - OPERATING LINE ITEM NARRATIVES

521000 – OFFICE SUPPLIES \$ 372

To cover the cost of printer cartridges, envelopes, photo paper, paper, pens, note pads, paper clips, staples, tape, DVD-Rs, CD-Rs and headphones for the Assistant Solicitor.

524201 – GENERAL TORT LIABILITY INSURANCE \$ 24

To cover the cost of general tort liability insurance.

525000 – TELEPHONE \$ 243

To cover the cost of telephone service for the Assistant Solicitor.

525021 – SMART PHONE CHARGES \$ 1,020

To cover the cost of smart phones charges and service for the Assistant Solicitor.

525041 – E-MAIL SERVICE CHARGES \$ 81

The cost of e-mail services is \$6.75 per month per account. 1 accounts @ \$6.75 per account times 12 months.

525210 – CONFERENCE, MEETING & TRAINING EXPENSE \$ 800

To cover the cost of continuing education conferences and courses for the Assistant Solicitor to maintain his/her license.

525240 – PERSONAL MILEAGE REIMBURSEMENT \$ 1,151

To cover the cost of reimbursing the Assistant Solicitor for mileage when using his/her personal vehicle for work related business, to include traveling to Court.

SECTION VI. D. - CAPITAL LINE ITEM NARRATIVES

No capital items are requested.



South Carolina Department of Public Safety
Office of Highway Safety

September 26, 2012

Mr. Joseph G. Mergo III
County Administrator
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072-3437



RE: Highway Safety Grant No. 2JCS1327
Special DUI Prosecutor

Dear Mr. Mergo:

I am pleased to provide you with the original and one copy of a grant award approved by this office in the amount of **\$75,000**, with funding beginning October 1, 2012. In order to complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days. The signed original should be sent to:

Dr. Ed Harmon, Assistant Director
Office of Highway Safety
S. C. Department of Public Safety
P. O. Box 1993
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report forms have been forwarded to the Project Director. The first report for this grant is due February 1, 2013, for the quarter ending December 31, 2012. Timely submission of progress reports will ensure the processing of eligible claims filed against this grant.

Congratulations on your project's selection for funding for FFY 2013. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned program manager, Stuart Litman, if you have any questions regarding this award.

Sincerely,

Phil Riley
Director

c: The Honorable Samuel R. Hubbard III
Grant File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

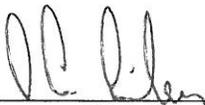
GRANT AWARD

Subgrantee: Lexington County
Grant Title: Special DUI Prosecutor
Grant Period: 10/1/2012 - 9/30/2013 Date of Award: 10/1/2012
Amount of Award: \$75,000 Grant No.: 2JCS1327

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.601, and on the basis of the application for a grant award submitted to the Office of Highway Safety, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety in accordance with regulations.



Phil Riley, Director
Office of Highway Safety



Ed Harmon, Assistant Director
Office of Highway Safety

Acceptance of Grant Award:

Signature of Authorized Official

THIS GRANT AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.

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**County of Lexington
Department of Public Safety
FIRE SERVICE DIVISION**



MEMORANDUM

TO: Lexington County Council

FROM: J. Edward Turner, Administrative Fire Chief

DATE: October 12, 2012

REFERENCE: Picnic Shelters and Storage Building at Fire Stations

Lexington County Fire Service has the opportunity to erect five (5) picnic shelters and one (1) storage building at fire stations. There is no cost to Lexington County and the shelters and storage building purchases have been approved using One Percent Funds. In the locations where concrete pads/floors are needed, that cost is being paid for using remaining funds supplied by the fire stations.

These picnic shelters will provide outdoor space for open learning, meetings and fire station events as well as needed storage areas. All buildings are being professionally erected by suppliers and will be aesthetically pleasing, with the color to match the fire station. At Boiling Springs we are removing an old leaking storage container replacing it with a picnic shelter with a storage area, and at Edmund we are removing an old leaking military cooler currently located in the road right-of-way for Old Orangeburg Road and replacing it with a new storage building properly located on county property. These picnic shelters and storage building valued in excess of \$17,640, correct several building issues at these stations at no building cost to Lexington County.

Each building and site location has been reviewed by Lexington County Building Inspections and Zoning to assure compliance. Mark Kerley, Building Services Manager, has reviewed each request and approved the building and site plan.

The fire station locations are:

Boiling Springs	20'x31' picnic shelter with storage area	\$5,855.00 including concrete pad
Chapin	18'x31' picnic shelter with storage area	\$3,370.15
Gaston	12'x21' picnic shelter	\$ 743.65
Edmund	10'x12' storage building	\$2,134.65
Crossroads	18'x31' picnic shelter with storage area	\$3,370.15
Red Bank	12'x21' picnic shelter with storage area	\$2,166.75



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

M E M O R A N D U M

DATE: October 17, 2012
TO: Joe Mergo, County Administrator
FROM: Randy Edwards, P.E., County Engineer
RE: Kittal Road Closing

Public Works is proposing to close Kittal Road in conjunction with the paving of Jim Spence Road located off of Edmund Highway. There were two objections when we posted the road closing signs but these people do not live on the road. One of the property owners was concerned about a corporate airport being built on the property owned by Twelve Oaks Farms, this was the intent of the previous property owner not the current one. The other property owner who objected uses Kittal Road as a cut-through to reach Edmund Highway.

The attached map indicates in red the section to be closed. The portion of the road is approximately 0.23 mile in length. Individuals can continue on Jim Spence for approximately 0.25 miles and then 0.22 miles on Pat Road for a total alternate route of 0.47 miles. This road is in County Council District 1.

Please place this on the Public Works Committee agenda for October 23, 2012.

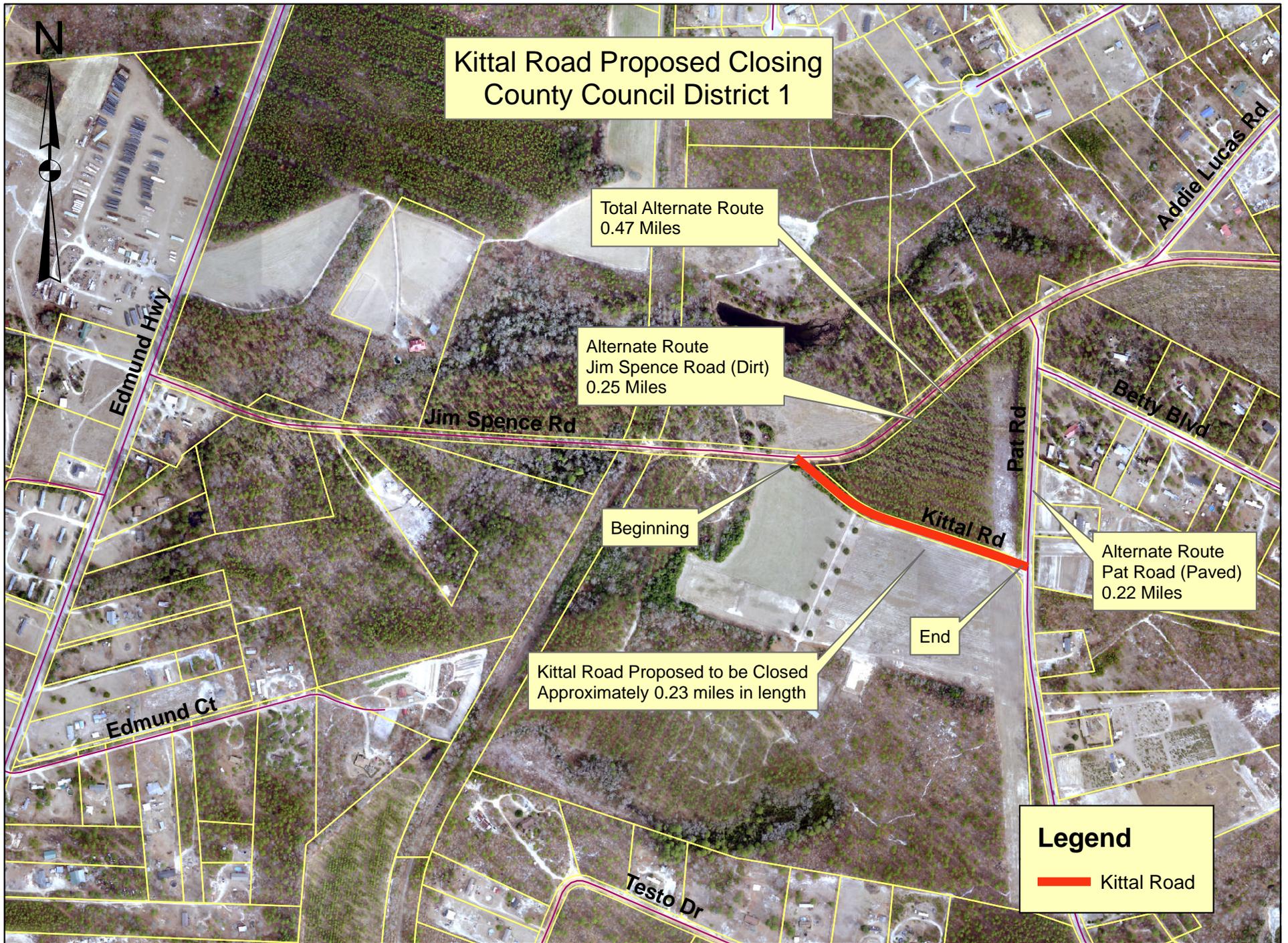


COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

RE: Kittal Road Closing Objections

OBJECTION SUMMARY

Property Owners	TMS #	Objection
William Stratton 163 Macedon Drive	010818-01-018	Property owner objects because he uses the road for a cut through to reach Edmund Highway
Lindy & Eddie Lucas 420 Pat Road	009900-02-009	Objected to corporate airport being built near his house but this was the intent of the previous property owner, not the current one





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

RECEIVED

AUG 22 2011

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

Twelve Oaks Farm
125 Kittal Road
Lexington, SC 29073

Date: July 19, 2011

Re: Closing Kittal Road

Dear Mr. Thornburg;

Lexington County Department of Public Works would like to pursue the closing of Kittal Road. Our records show that all the land that is bordering Kittal Road is deeded to Twelve Oaks Farm. In the process of closing Kittal Road this will become a private road maintained by the property owner. The road will be closed on one end and the other end will be the excess to your home. This not only will release Lexington County from the maintenance of the road but will return that portion not used as a drive way back to possible farm land.

There would be no cost to you because Lexington County is pursuing the closing. We would like to know if this would be something that you would be interested in.

Yes, I/We Twelve Oaks Farm would like to have the road closed

I/We _____ would not like to have the road closed

Sincerely;

Handwritten signature of Terry Kimley in blue ink.

Terry Kimley
Lexington County Department of Public Works

Handwritten signature of Todd Thornburg in blue ink.
Board of Directors
TOF



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Joe Mergo, County Administrator
From: Jim Starling, Engineering Assoc. III
Date: 10/17/2012
Re: City of West Columbia Enhancement Grant Match Request for FPA Enh 26-12 – Sunset Boulevard and Jarvis Klapman Boulevard Beautification Project

Attached is a request from the City of West Columbia for “local match” funds (\$36,250) for an approved SCDOT Enhancement Grant (FPA # 26-12 - Sunset Boulevard and Jarvis Klapman Boulevard Beautification Project). The total estimated project cost is \$181,250, with SCDOT funding 80% of the project not to exceed \$145,000 and West Columbia funding the 20% match portion of the project cost at \$36,250.

In the past, Lexington County has provided municipalities with “local match” funds for approved SCDOT Enhancement Grants through the “C”-Fund Program - Special Projects funding source. County Council recently approved two other enhancement grant matches for West Columbia at \$40,000 for the Triangle City Streetscape Project in September 2012 and \$108,750 for the Highway 1 Street Lighting Project in May 2012.

The Special Projects “Unclassified” account (#2700-121302-539900) currently has \$41,125 available for funding various projects. If Council approves the West Columbia match for this enhancement project, the \$36,250 will be drafted from the \$41,125, leaving a balance of \$4,875 in the Unclassified Special Projects account.

There are currently no other enhancement grant match requests.

Please have this placed on the Public Works Committee agenda for review and approval; pending approval by the Public Works Committee, report this out to the Lexington County Transportation Committee for approval.

JENNIFER T. CUNNINGHAM
City Administrator
MYRON F. CORLEY
Deputy City Administrator
MARTA M. VALENTINO, CMC
City Clerk
RICHARD K. HODGE, CPA
City Treasurer
BRIAN E. CARTER, AICP
Director of Planning & Zoning
DONNA M. SMITH
Director of Economic Development
SIDNEY F. VARN, JR., P.E.
Director of Planning and Engineering



JOSEPH W. "JOE" OWENS
Mayor
BOYD J. JONES
Mayor Pro-Tem
ABBOTT L. "ABBY" BRAY, JR.
ERIC L. FOWLER
JANEY JORDAN HALLMAN
L. DALE HARLEY
TOMMY G. PARLER
B.J. UNTHANK
TEDDY WINGARD
Council Members

City of West Columbia
Bridging Past, Present and Future

September 27, 2012

Mr. John Fechtel

Director of Public Works
Lexington County Public Works Dept.
440 Ballpark Road
Lexington, South Carolina 29072

RE: "C" Funds Enhancement Grant Matching Funds for SCDOT Project FPA 26-12

Dear John:

On September 21, 2012, the South Carolina Department of Transportation (SCDOT) and the City of West Columbia entered into an agreement regarding the Sunset & Jarvis Klapman Boulevards Beautification Project (see attached Financial Participation Agreement 24-12). The estimated cost of this project agreed to by the participants is \$181,250. SCDOT agreed to a maximum funding of 80% of the project not to exceed \$145,000, which leaves a 20% match of \$36,250.

The City of West Columbia would appreciate your assistance in obtaining approval to authorize reimbursement of the match in the amount of \$36,250 from the county's "C" Funds Enhancement Grant Matching Funds. If you need any additional information, please do not hesitate to contact me at 939-8614 or dsmith@westcolumbiasc.gov.

Thank you, again, for your assistance.

Sincerely,

Donna M. Smith
DIRECTOR, ECONOMIC DEVELOPMENT

ENCL:

- FPA 24-12

cc: Justin R. Black, CPA – City Accountant

Financial Participation Agreement & Contract
Between
South Carolina Department of Transportation
And
City of West Columbia

This Agreement executed on 21st day of September, 2012, covers the financial responsibilities of the South Carolina Department of Transportation (hereinafter "SCDOT"), and the City of West Columbia, (hereinafter "PARTICIPANT") for the below described Project:

WITNESSETH THAT:

WHEREAS, the SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the PARTICIPANT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the PARTICIPANT's functions covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the SCDOT and PARTICIPANT do hereby agree as follows:

I. DESCRIPTION:

The Sunset Boulevard at Jarvis Klapman Boulevard Beautification Project which is the subject of this Agreement is generally described as follows: Design and install landscaping, irrigation, pedestrian scaled lighting, and landscape lighting along Sunset Boulevard (US Highway 378) at Jarvis Klapman Boulevard (SC Highway 12). The approximate scope and termini of the project are as follows: Beginning at Sunset Boulevard (US 378) to Sunset Boulevard in the City of West Columbia.

Exhibit A (attached hereto and specifically made a part of this Agreement) represents additional project details and a map depicting the project area.

The project as described above shall be referred hereinafter as "the Project."

II. FUNDING:

- a. The PARTICIPANT estimates the total cost for the Project to be \$181,250.00. The total cost shall include all allowable and allocable costs for the Project. The total cost shall also include costs for oversight and administration, including but not limited to, attending public hearing(s), project location, design, other engineering services, and inspection and testing performed by SCDOT in accordance with state and federal requirements.
- b. The SCDOT's maximum share of the total cost of the Project is 80%, not to exceed the maximum amount of \$145,000.00 as authorized by the SCDOT Commission on August 17, 2011, from Enhancement funds.
- c. The PARTICIPANT is responsible for 100% of the total cost of the Project excluding SCDOT's maximum share as identified in "b" directly above.

Funding Sources	Amount	File#	PIN #	Project #
		32.041535	41535	32L22EMP12005

PROJECT SERVICES

SCDOT/Federal	\$145,000.00			
PARTICIPANT	\$ 36,250.00			
TOTAL	\$181,250.00			

III. INVOICING/PAYMENT SCHEDULE:

- a. The PARTICIPANT's share of funding for the Project is estimated at \$36,250.00. SCDOT will invoice the PARTICIPANT based on this Agreement and an executed Charge Memorandum Document (3025A) prepared at the direction of the SCDOT Project manager. The charge memorandum will have the name and address of the party to be invoiced and the amount.
- b. An invoice in the amount of \$36,250.00 will be submitted by the SCDOT Accounting/Finance Office to the PARTICIPANT approximately 30 days after execution of this Agreement. No work on the Project shall begin until payment is received.

IV. GENERAL TERMS:

- a. PERIODIC REPORTS. The SCDOT Project manager will periodically update the PARTICIPANT of the status of the Project and funds.

- b. COST UNDERRUN. In the event that total cost of the Project is less than originally estimated, SCDOT will refund any excess amount paid by the PARTICIPANT within thirty (30) days of the final completion and acceptance of the Project. Refunds will not be unreasonably withheld, denied or delayed.
- c. COST OVERRUN. If it becomes apparent that the cost of the Project will exceed the funding available, SCDOT will provide the PARTICIPANT notice prior to total expenditure of funding available and provide the estimate of funds needed to complete the Project. The PARTICIPANT shall remit to SCDOT within thirty (30) days of receipt of the notice the additional funds needed to complete the Project. No work will be completed beyond that covered by the available funds. If the PARTICIPANT does not have the additional funding needed to complete the Project, the SCDOT and the PARTICIPANT will mutually agree on a revision to the Project scope and termini that is in accordance with the available budget and maintains federal eligibility. The PARTICIPANT will be 100% responsible for the cost of overruns and SCDOT will not participate in the cost of overruns.
- d. MAINTENANCE RESPONSIBILITY. The SCDOT accepts responsibility for normal maintenance of standard transportation materials, structures and workmanship within SCDOT rights of way according to common local practices. After the Project is completed and prior to acceptance of the Project to the state system, the PARTICIPANT or their associated entity(ies) is responsible for securing an approved Encroachment Permit outlining any desired extraordinary maintenance effort on SCDOT rights of way that would include any special features or nonstandard SCDOT materials that may have been incorporated into the Project.
- e. CONFORMITY LAWS. The parties hereto agree to conform to all SCDOT, State, Federal and local laws, rules, regulations and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- f. AMENDMENTS. The PARTICIPANT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No amendment to this Agreement shall be effective or binding on any party hereto unless such amendment has been agreed to in writing by all parties hereto.
- g. REVIEWS/APPROVALS. Any and all reviews and approvals required of the parties herein shall not be unreasonably denied or withheld.
- h. TERMINATION. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform, through no fault of the terminating party in accordance with the terms herein. The party so

notified shall immediately stop work on the Project. This Agreement may also be terminated for convenience. If the services covered under this Agreement are not performed, this Agreement is then terminated. In the event of termination for convenience or for any reason each party to this Agreement is obligated on a quantum meruit basis. If the termination results in the Project not being eligible for federal participation, the PARTICIPANT will be totally responsible for all Project cost incurred prior to the termination on a quantum meruit basis.

- i. DISPUTES. All claims or disputes shall be filed with the Project manager and the parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the program manager, the PARTICIPANT may appeal the claim or dispute to SCDOT's Division Deputy Director for Construction, Engineering and Planning. The decision of the SCDOT's Division Deputy Director for Construction, Engineering and Planning in the matter shall be final and conclusive for both Parties.

- j. FUTURE CONSTRUCTION PROJECTS. The PARTICIPANT acknowledges the SCDOT's resurfacing program and other construction programs do not account for the cost of protecting and/or replacement of enhancements. This cost is the sole responsibility of the PARTICIPANT. The SCDOT will notify the PARTICIPANT prior to resurfacing or construction and provide a time period for the PARTICIPANT to provide the additional funding for one of the following:
 - 1. The additional cost to protect the enhancement; or
 - 2. The cost for SCDOT to replace the enhancement.Failure of the PARTICIPANT to provide the additional funding within the time period specified by the SCDOT will result in the SCDOT's milling and resurfacing the enhancement. The PARTICIPANT may replace the enhancement at the PARTICIPANT's expense after resurfacing by encroachment permit.

V. CONSENT OF MUNICIPALITY:

Pursuant to the South Carolina Code of Laws Section 57-5-820, if applicable, the PARTICIPANT does hereby consent to the construction of the Project within its corporate limits. The forgoing consent shall be the sole approval necessary for SCDOT to complete the Project as described in this agreement, and constitutes a waiver of any and all other requirements with regard to the construction within the PARTICIPANT's corporate limits. If the PARTICIPANT is not a municipality and the Project is within the corporate limits of a municipality, the PARTICIPANT will obtain the required consent of the municipality.

VI. SUCCESSORS AND ASSIGNS:

SCDOT and PARTICIPANT each binds itself, its successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

VII. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certification constitutes the entire Agreement between the parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf

Signed, sealed and executed for the PARTICIPANT

CITY OF WEST COLUMBIA

WITNESS:

Sandra M. Smith

By: *Jennifer J. Cunningham*

Title: *City Administrator*

Fed. ID#: *57-6001121*

Signed, sealed and executed for SCDOT

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

WITNESS:

Michelle B. Wagner

WA

By: *[Signature]*
Deputy Secretary for Engineering or Designee

REVIEWED BY:

AW

[Signature]
Deputy Secretary for Finance & Administration or Designee

RECOMMENDED:

[Signature]

Title: *Local Programs Administrator*

EXHIBIT A
PROJECT DETAILS AND
PROJECT AREA MAP

B. PROJECT DESCRIPTION: "SEE ATTACHED" IS NOT ACCEPTABLE.

Describe all necessary work needed to complete the proposed project. Description should reflect only activities checked under project category:

The proposed project consists of twelve enhancement areas. Excluding Areas 8 and 9, each area will be beautified by planting a combination of eight landscape plants; Lagerstroemia 'Muskogee' (Crape Myrtle), Cupressus sempervirens (Italian Cypress), Juniperus chinensis 'Saybrook Gold' (Juniper), Rosmarinus officinalis (Rosemary), Muhlenbergia capillaris (Sweetgrass), Ruellia 'Chi Chi' (Pink Mexican Petunia), Salvia gregii 'Alba' (White Flowered Sage), and Rosa 'White Out' (White Knockout Rose). Proposed plant materials were chosen from a plant palette designed by the Riverbanks Zoo and Botanical Gardens and incorporated into the City of West Columbia's Beautification Plan. Plant materials were chosen partly because of their ability to thrive under various conditions in South Carolina. Plant materials include a variety of dimensions that allow for low-growing materials to be situated in a manner that preserves visibility triangles while higher growing materials will not interfere with existing overhead utility lines. Chosen plant materials can be incorporated into existing rights-of-way while preserving adequate motorist and pedestrian visibility. Chosen plant materials will not interfere with highway safety or traffic visibility or impair standard sight distance in any way and will comply with SCDOT standards.

The proposed project will utilize highway rights-of-way and consist of preparing design plans and specs, ground preparation and the installation of plant materials, decorative river-rock and mulch. The project also includes an irrigation system for each area that will tie into the city's existing water lines. Two-inch water lines will be installed to provide water for the irrigation system in each enhancement area. The proposed project will consist of approximately 80 different irrigation zones. Minimum road boring will be required for the irrigation system.

Landscape lighting will be installed in the largest of the 12 improvement areas, Area 5. Uplighting Muskogee Crepe Myrtles and Italian Cypress trees in Area 5 will create a dynamic and unique experience for visitors and local commuters. Electricity is available in the area for lighting and irrigation control, and this proposed project will require electrical work to include the installation of conduits, wire, devices, and panels; however, it appears that no road boring will be required to complete electrical installation.

The proposed project enhances the transportation system by extending the functionality of an existing walkway that moves large groups of people from one area to another. A component of this project is to light a pedestrian walkway along Sunset Blvd that traverses under the Jarvis Klapman Blvd overpass. This walkway is located in Areas 8 and 9. The proposed project will consist of preparing design plans and specs, electrical preparation and the installation of conduits, wire, devices, panels, and lights. Lights will be installed to the underside of the existing overpass according to specifications promulgated by the South Carolina Department of Transportation. Additionally, lighting materials will comply with photometric and visibility standards set forth in state and federal regulations. Areas 8 and 9 will also be beautified by installing a combination of landscape mulch and netting to cover the existing dirt embankment and soften and beautify the appearance under the overpass.

City of West Columbia

Bridging Past, Present and Future

200 N. 12th Street

West Columbia, SC 29169

(803) 791-1880

www.westcolumbiasc.gov

Sunset and J. Klapman Boulevards Beautification and Intermodal Enhancement Project Area Map

Legend

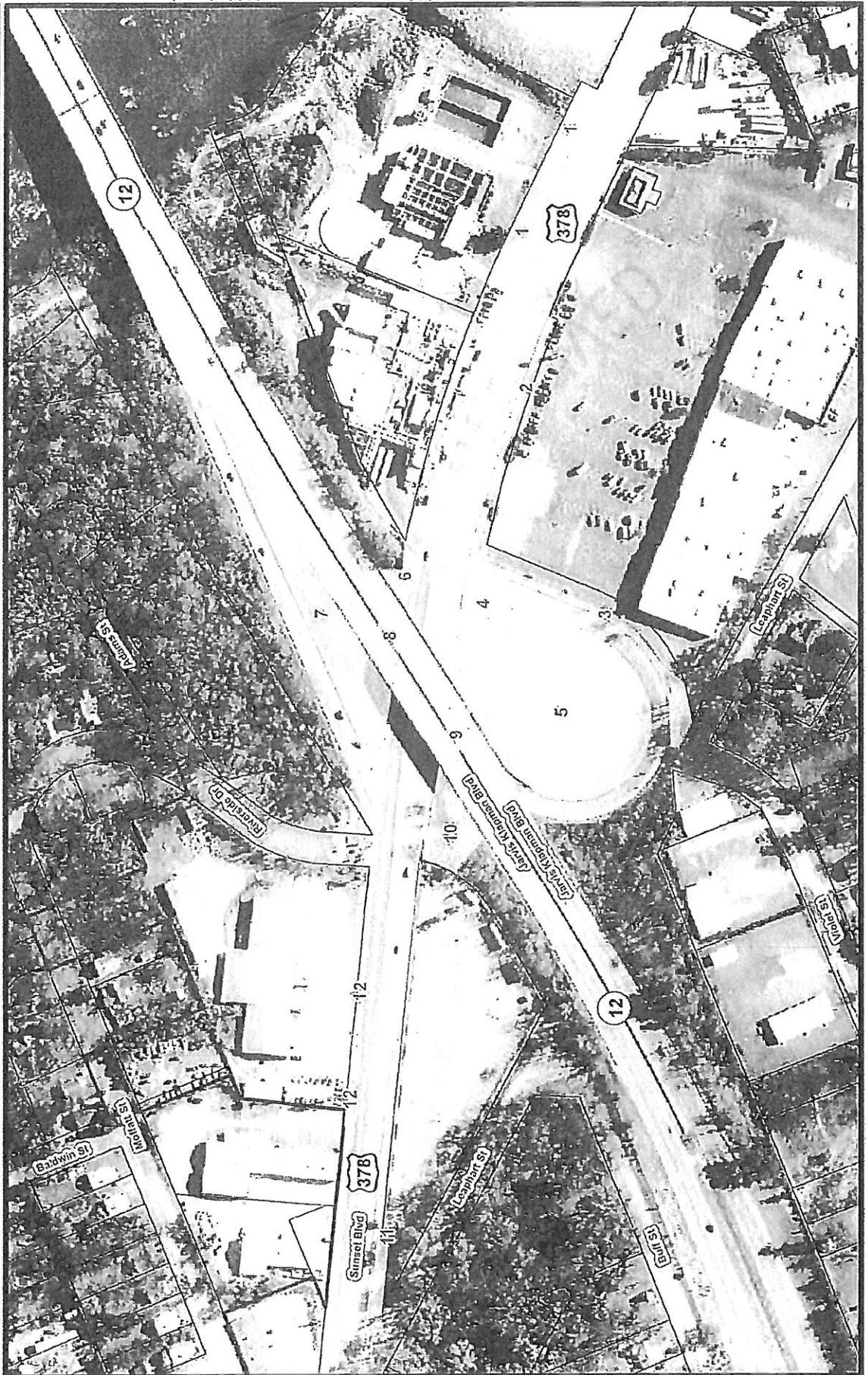
Improvement Areas



Parcels



West Columbia City Boundary



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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Joe Mergo, County Administrator
From: Jim Starling, Engineering Associate III
Date: 10/10/2012
Re: Fence Relocation at the Pelion Airport

A portion of the security fence at the Pelion Airport penetrates into the primary runway surface and transitional areas. This is a safety issue as defined by FAR Part 77. In an effort to help Lexington County relocate the fence, the FAA and the South Carolina Aeronautics Commission (SCAC) have agreed to allow the County to utilize the Taxiway "A" Realignment grant balances to relocate as much of the fence as possible (see attachment). The FAA grant balance is approximately \$49,000 and the SCAC grant balance is approximately \$1,500 for a total of \$50,500.

Lexington County received bids in September for the relocation of approximately 5,000 linear foot of the fence, with the low bid at \$54,480 (see attachment). The County will have to fund the entire project up front and then submit reimbursement requests for the associated expenditures. By utilizing the grant balances, Lexington County's total out of pocket expense will be \$3,980. The Taxiway Realignment account (#5801-580020-5AA426) has an available balance of \$61,566 that can be used to fund this project now and seek reimbursement upon completion of the project.

Staff recommends that Lexington County move forward with the relocation of 5,000 linear foot of fence at \$54,480. Please have this placed on the Airport Committee's October 23rd, 2012 agenda for approval to move forward with a bid award.

County of Lexington

Bid Tabulation

BID # : B13014-09/26/12S

Security Fencing for the Lexington County Airport in Pelion

			SITEC, LLC.		Allsteel Products Company		Maner Builders Supply Company		
Item	Qty	U/M	Description	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
Fence Relocation									
1	5000	LF	Relocating existing fabric, bracing, and arms for the fence relocation at the Lexington County Airport.	\$ 7.00	\$ 35,000.00	\$ 7.66	\$ 38,300.00	\$ 2.87	\$ 14,350.00
2	500	EA	New line posts	\$ 23.00	\$ 11,500.00	\$ 21.00	\$ 10,500.00	\$ 64.74	\$ 32,370.00
3	6	EA	New corner posts	\$ 100.00	\$ 600.00	\$ 125.00	\$ 750.00	\$ 90.43	\$ 542.58
4	12	EA	New terminal posts	\$ 100.00	\$ 1,200.00	\$ 110.00	\$ 1,320.00	\$ 90.43	\$ 1,085.16
5	5000	LF	3 Strand Barbed Wire	\$ 0.45	\$ 2,250.00	\$ 0.30	\$ 1,500.00	\$ 0.65	\$ 3,250.00
6	10000	LF	Top and Bottom Tension Wire	\$ 0.12	\$ 1,200.00	\$ 0.13	\$ 1,300.00	\$ 0.30	\$ 3,000.00
7	10	EA	1. Electrical Grounds	\$ 70.00	\$ 700.00	\$ 125.00	\$ 1,250.00	\$ 105.00	\$ 1,050.00
Subtotal					\$ 52,450.00		\$ 54,920.00		\$ 55,647.74
New Fence									
1	150	LF	New fabric for the new fence area for the Lexington County Airport	\$ 7.00	\$ 1,050.00	\$ 7.21	\$ 1,081.50	\$ 6.25	\$ 937.50
2	15	EA	New line post	\$ 27.00	\$ 405.00	\$ 80.00	\$ 1,200.00	\$ 64.74	\$ 971.10
3	1	EA	New corner post	\$ 120.00	\$ 120.00	\$ 250.00	\$ 250.00	\$ 90.43	\$ 90.43
4	150	LF	3 Strand Barbed Wire	\$ 0.46	\$ 69.00	\$ 2.00	\$ 300.00	\$ 0.65	\$ 97.50
5	300	LF	Top and Bottom Strand Barbed Wire	\$ 0.12	\$ 36.00	\$ 0.25	\$ 75.00	\$ 0.30	\$ 90.00
6	5	EA	Electrical Grounds	\$ 70.00	\$ 350.00	\$ 125.00	\$ 625.00	\$ 105.00	\$ 525.00
Subtotal					\$ 2,030.00		\$ 3,531.50		\$ 2,711.53
Total					\$ 54,480.00		\$ 58,451.50		\$ 58,359.27

				Hurricane Fence Company	
Item	Qty	U/M	Description	Unit Total	Total Cost
Fence Relocation					
1	5000	LF	Relocating existing fabric, bracing, and arms for the fence relocation at the Lexington County Airport.	\$ 4.00	\$ 20,000.00
2	500	EA	New line posts	\$ 67.00	\$ 33,500.00
3	6	EA	New corner posts	\$ 286.00	\$ 1,716.00
4	12	EA	New terminal posts	\$ 286.00	\$ 3,432.00
5	5000	LF	3 Strand Barbed Wire	\$ 1.00	\$ 5,000.00
6	10000	LF	Top and Bottom Tension Wire	\$ 0.12	\$ 1,200.00
7	10	EA	1. Electrical Grounds	\$ 1,100.00	\$ 11,000.00
				Subtotal	\$ 75,848.00
New Fence					
1	150	LF	New fabric for the new fence area for the Lexington County Airport	\$ 6.00	\$ 900.00
2	15	EA	New line post	\$ 62.00	\$ 930.00
3	1	EA	New corner post	\$ 276.00	\$ 276.00
4	150	LF	3 Strand Barbed Wire	\$ 1.00	\$ 150.00
5	300	LF	Top and Bottom Strand Barbed Wire	\$ 0.12	\$ 36.00
6	5	EA	Electrical Grounds	\$ 110.00	\$ 550.00
				Subtotal	\$ 2,842.00
				Total	\$ 78,690.00

**** The MJB Company, LLC submitted a "no bid" because their schedule would not permit them to perform.**

Bids Received: September 26, 2012 @ 3:00 PM E.S.T.

Angela M. Seymour

From: Anthony.Cochran@faa.gov
To: Starling, James
Cc: TLOCHSTAMPFOR@lpagroup.com
Subject: RE: FAA Quarterly Reports
Date: Wednesday, March 07, 2012 8:26:32 AM

Jim/Tom,

The Fencing relocation project would be eligible for using the remaining \$43,000. Tom, please set up a conference call between Jim, you and me to discuss details (procurement, schedule and cost).

Regards,
Anthony L. Cochran
Civil Engineer/Program Manager
Atlanta Airports District Office
Federal Aviation Administration
(404)305-7144

"Working Smarter Today for a Safer Tomorrow"

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| From: |
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|"Starling, James" <jstarling@lex-
co.com>
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| To: |
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|"TLOCHSTAMPFOR@lpagroup.com"
<TLOCHSTAMPFOR@lpagroup.com>
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|----->
| Cc: |
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|-----|
|Anthony
Cochran/ASO/FAA@FAA
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|-----|
|----->
| Date: |
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|03/06/2012 04:10
PM
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Subject:
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RE: FAA Quarterly
Reports |
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Tom,

Please take a look at the potential project list below and let me know if any of the projects would qualify for the remaining FAA Grant balance (approximately \$43,000) from the Taxiway "A" Realignment Project. The projects are not in any specific order and I do not have any cost estimates at this time. If any of the projects qualify, a cost estimate could be provided.

1. Fence Relocation/Property Acquisition - Lexington County recently purchased some property on the east and west side of the current airport property (approximately 130 acres at \$136,048.50 (+/- \$1,050 per acre)). There is a fence (approximately 7,000 LF) in this area that will require relocation. As per the attached email from Mike Kotlow, the FAA would participate in the fence relocation once LC purchased the property. LC will have to transfer ownership of approximately 12 acres to the Pelion Airport parcel. In addition to this 12 acre tract, LC may consider incorporating the +/-23 acre tract on the west side of the existing property. To my knowledge, all of the land acquisition was performed in a manner that would comply with FAA regulations regarding land acquisition.

2. Fuel Farm Lighting and Canopy or Cover - The current fuel farm does not have any lighting. In addition to lighting, LC may want to place a canopy or cover over the fuel pump itself in an effort to help comply with environmental issues.

3. Parking - The majority of the vehicle parking area is dirt at the terminal building. As a result of the Apron Rehab Project that was done by RK Construction, LC was able to pave a driveway entrance along with a few parking spaces. This area could use some additional parking spaces and pavement.

4. Fuel Spill Containment - The fuel farm is self serve and there is no type of containment set up for potential fuel spills other than a small spill kit and some bags of oil absorbent material. In order to potentially fall within the "No Exposure" category with SCDHEC and the EPA, LC will need to construct some type of berm or containment area for potential fuel spills as a result of the fueling of aircraft.

5. Business Plan or ALP Update - The FAA participated in the ALP update at \$75,000 with the 2011 Entitlement and the \$75,000 balance was used for the T-hanger Design. LC had to fund \$23,582 for the ALP Update and \$26,841 for the Business Plan.

6. T-Hanger Construction - LC is anticipating the construction of the T-hangers at an estimated cost of \$560,000 during the later part of FY 2013. LC will not have enough Entitlement Funding at this time to cover the construction costs and will have to either request Discretionary Funding or seek reimbursement from FY 2014 and 2015 Entitlement.

Please review these items and let me know if any of them qualify for the remaining grant balance. If any of these are viable options, we can move forward with utilizing the grant balance.

Thanks,
Jim

-----Original Message-----

From: Anthony.Cochran@faa.gov [<mailto:Anthony.Cochran@faa.gov>]

Sent: Friday, March 02, 2012 11:15 AM

To: Starling, James

Cc: TLOCHSTAMPFOR@lpagroup.com

Subject: FAA Quarterly Reports

Jim,

Good Morning sir. Hey could you send me a Quarterly Status Report for the Taxiway "A" Project and your other open AIP grants.

Thanks,

Anthony

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| From: |
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| "Starling, James" <jstarling@lex-co.com>

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| To: |
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| "Hendrix, Jessica" <jchendrix@lex-co.com>

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|----->
| Cc: |

From: [Werts, Paul](#)
To: [Starling, James](#)
Cc: Anthony.Cochran@faa.gov; [SEYMOUR, ANGELA](#); [Lochstampfor, Tom](#); [DUBOSE, ADAM](#); [Stephens, James](#)
Subject: RE: Fence Relocation at Pelion Airport
Date: Thursday, October 04, 2012 12:52:25 PM

Jim –

This e-mail notice will serve as the amended grant description. We will include the fencing relocation state share in the reimbursement request.

Please forward bids to us in a pdf or excel file. We also need plans/spec associated with the fencing project or a detail project scope prescribing project task to the contractor.

Regards,

Paul

Paul Werts
Executive Director
South Carolina Aeronautic Commission
2553 Airport Blvd.
West Columbia, SC 29170
Office - 803-896-6262
Cell - 803-429-6818
www.scaeronautics.com

From: Starling, James
Sent: Thursday, September 27, 2012 1:59 PM
To: Werts, Paul
Cc: Anthony.Cochran@faa.gov; [SEYMOUR, ANGELA](#); [Lochstampfor, Tom](#); [DUBOSE, ADAM](#)
Subject: Fence Relocation at Pelion Airport

Paul,

Lexington County is in the process of relocating approximately 5,000 LF of perimeter fencing along the eastern boundary of the Pelion Airport in an effort to address a safety issue involving the runway's primary and transitional surfaces. The FAA is allowing the County to utilize the grant balance from the Taxiway "A" Realignment Project and as per the attached excel spreadsheet, the FAA grant balance is \$48,629.

Lexington County received bids yesterday to relocate a portion of the fence or 5,000 LF of the existing fence. The apparent low bid was \$54,480. This will allow for tying back in to the existing fence to keep the airport fenced in upon completion of this portion of the fence relocation until the remaining fence can be relocated in the future.

The SCAC Grant for the Taxiway A Realignment was in the amount of \$13,535 and as per the

attachment, the SCAC's portion of Taxiway Realignment Grant is estimated at \$12,068; leaving a balance of \$1,467. Would the SCAC consider allowing Lexington County to utilize the grant balance to be expended on the fence relocation. This would put Lexington County's portion of the fence relocation at approximately \$4,384.

If this is something that the SCAC would allow, I will follow up with an official request letter.

Thanks,
Jim Starling

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

M E M O R A N D U M

DATE: October 11, 2012
TO: Joe Mergo, County Administrator
FROM: Synithia Williams, Environmental Coordinator
RE: Lexington County Green Business Member Recognition

Lexington County Solid Waste and Public Works Departments are proud to induct our newest organization into the Green Business Certification Program. Below is a list of the County's newest Green Business Member and its certification areas:

1. Momar, Inc. Waste Reduction and Recycling, Air Quality and Energy Efficiency

We ask that this organization be recognized at the 4:30 Council Meeting on October 23, 2012.

____ 440 BALL PARK ROAD LEXINGTON, SOUTH CAROLINA 29072 803-785-8201 ____

RESOLUTION

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

WHEREAS, the holiday, called “Arbor Day”, was first observed in 1872 with the planting of more than a million trees and is now celebrated throughout the United States and the world; and

WHEREAS, an “Arbor Day” for the State of South Carolina was created by legislation in 1934 to be celebrated on the first Friday of December; and

WHEREAS, trees are an important renewable resource providing an abundance of forest products, providing wildlife habitat, reducing soil erosion, improving air and water quality, and reducing energy consumption; and

WHEREAS, trees in our communities have a significant economic impact by attracting new residents, business and industry; and

WHEREAS, the celebration of Arbor Day promotes the vision of both the Lexington Soil and Water Conservation District and Lexington County, which are to promote the wise use and care of natural resources for the benefit of the citizens of Lexington County and to provide abundant opportunities for all in a quality environment; and

WHEREAS, the partnership between the Lexington Soil and Water Conservation District and Lexington County will continue to promote Arbor Day to elementary school children in Lexington County so our future generations will understand and value the importance of trees.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, do hereby proclaim Friday, December 7, 2012 as **ARBOR DAY** and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and forestlands.

William B. Banning, Sr., Chairman

Johnny W. Jeffcoat, Vice Chairman

James E. Kinard, Jr.

Frank J. Townsend, III

George H. “Smokey” Davis

Debra B. Summers

Bobby C. Keisler

K. Brad Matthews

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

RESOLUTION

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

WHEREAS, the Midland Minor League All-Star Team won the 2012 AAA Dixie Youth Baseball World Series in Bartow, Florida on August 9th; and

WHEREAS, the Minor League All-Star Team coached by Head Coach Dargan Lybrand and Assistant Coaches, Tony Roberts and Rick Lucas, is comprised of twelve 9- and 10-year-old boys based out of Pine Ridge, SC; and

WHEREAS, the Minor League All-Stars went undefeated (4-0) in District 4 play; and

WHEREAS, the All-Stars won the State Championship with a record of 6-1; and

WHEREAS, the All-Stars went undefeated (5-0) beating out the Bartow Florida All-Stars to win the AAA Dixie Youth Baseball World Series; and

WHEREAS, the Team gave up only 10 runs throughout the series with solid defensive play, while striking out 43 of their opponents' batters.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, do hereby congratulate the **Midland Minor League All-Star Team, Coaches, and Parents** for an outstanding year and winning the **2012 AAA Dixie Youth Baseball World Series**.

William B. Banning, Sr., Chairman

Johnny W. Jeffcoat, Vice Chairman

James E. Kinard, Jr.

Frank J. Townsend, III

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

K. Brad Matthews

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk



APPOINTMENTS BOARDS & COMMISSIONS

October 23, 2012

SMOKEY DAVIS

- **Museum** - Edie Harmon; term expires 11/01/12; eligible for reappointment; *confirmed desire to serve another term*

BOBBY KEISLER

- **Assessment Appeals Board** - Sabrina Rogers; term expired 09/21/12; eligible for reappointment; *confirmed desire to serve another term*

JOHNNY JEFFCOAT

- **Children's Shelter** - Kimberly Thompson; term expires 06/30/14; resigned effective 07/10/12 due to relocation out of town
- **Museum** - Laura Howell; term expired 11/01/11; *confirmed desire NOT to serve another term*

BRAD MATTHEWS

- **Accommodations Tax Board** - Kathy Rabune; term expires 12/31/12; eligible for reappointment; *confirmed desire to serve another term*
- **Accommodations Tax Board** - William Teague; term expires 12/31/12; not eligible for reappointment
- **Museum** - Jim Harvard; term expires 11/01/12; eligible for reappointment; *confirmed desire to serve another term*

BILL BANNING

- **Board of Zoning & Appeals** - Morris K. Phillips; term expires 12/31/12; eligible for reappointment; *confirmed desire to serve another term*

TODD CULLUM

- **Assessment Appeals Board** - William Power; term expired 09/21/12; not eligible for reappointment
- **Museum** - Carol Metts; term expires 11/01/13; resigned effective 06/27/11

AT LARGE:

Building Codes Board of Appeals

- **Plumbing** - Ashton Shuler - term expired 08/13/11; eligible for reappointment; *confirmed desire NOT to serve another term*

Stormwater Advisory Board

- **Environmental Steward** - Sue Green; term expires 12/09/12; resigned effective 11/16/11

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: October 15, 2012

TO: Joseph G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Jo Marie Brown
Procurement Officer

**SUBJECT: Forty (40) Dell Desktop Computers
Library**

We received a purchase request from the Library for Forty (40) Dell Desktop Computers. The items are being purchased from Dell through the South Carolina State Contract SC # 5000008961.

Lynn Sturkie, Director of Information Services, has reviewed and recommended this purchase. The estimated total cost, including applicable sales tax, is \$29,617.60.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
2331-230099-5AD385	(40) Computers	\$29,618.00

I concur with the above recommendation and further recommend that this purchase request be placed on County Council's agenda for their next scheduled meeting on October 23, 2012.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Denise Bedenbaugh, Director of Public Library System
Lynn Sturkie, Director of Information Services

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: October 11, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Jo Marie Brown
Procurement Officer

**SUBJECT: EMS Medical Supplies -Term Contract
C13006-10/01/12B
Public Safety/EMS**

Competitive bids were solicited and advertised for a term contract for EMS Medical Supplies. The County received nine (9) responsive bids on October 1, 2012.

The bids were evaluated by Brian Hood, Public Safety/EMS Director; Eric Kehl, Public Safety Logistics Officer; and Jo Marie Brown, Procurement Officer. It is our recommendation to make multiple awards for this contract - to the lowest responsive, responsible bidder per line item. The annual cost of this contract is estimated at \$151,703.53, including the applicable sales tax. (See attached bid tabulation).

It is our recommendation to award this term contract for the initial period of one (1) year with the option to extend the contract for up to four (4) 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 October 23, 2012.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Brian Hood, Public Safety/EMS Director
Eric Kehl, Public Safety/Logistics Officer

County of Lexington

Bid Tabulation

C13006-10/01/12B

EMS MEDICAL SUPPLIES - TERM CONTRACT

Item #	Quantity	Description	S&W Healthcare		Southeastern Emergency Equipment		Henry Schein, Inc.		Kentron Medical	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	200	Control valve catheters	No Bid	No Bid	0.2100	42.000	0.2200	44.000	0.1500	30.000
2	180	Bemis disposable canister	No Bid	No Bid	2.2300	401.400	1.9400	349.200	1.9900	358.200
3	20	Medovations suction tubing	No Bid	No Bid	20.0900	401.800	11.6000	232.000	No Bid	No Bid
4	20	Replacement Cartridge for V Vac	No Bid	No Bid	18.0100	360.200	16.5500	331.000	No Bid	No Bid
5	5	Laerdal V-Vac starter kit	No Bid	No Bid	71.0100	355.050	67.1700	335.850	No Bid	No Bid
6	10	Ambu Res-Cue pump	No Bid	No Bid	38.0100	380.100	36.8200	368.200	No Bid	No Bid
7	10	Ambu replacement container	No Bid	No Bid	7.4900	74.900	7.3100	73.100	No Bid	No Bid
8	75	R.B. oral airway,size 40 Pink	No Bid	No Bid	0.1600	12.000	0.1500	11.250	0.1390	10.425
9	75	R.B. oral airway,size 50 Teal	No Bid	No Bid	0.1600	12.000	0.1500	11.250	0.1390	10.425
10	100	R.B. oral airway,size 60 Black	No Bid	No Bid	0.1600	12.000	0.2500	18.750	0.1390	13.900
11	100	R.B. oral airway,size 70 White	No Bid	No Bid	0.1600	12.000	0.1500	15.000	0.1390	13.900
12	100	R.B. oral airway,size 80 Green	No Bid	No Bid	0.1600	12.000	0.2600	26.000	0.1390	13.900
13	200	R.B. oral airway,size 90 Yellow	No Bid	No Bid	0.1600	32.000	0.1500	15.000	0.1390	13.900
14	200	R.B. oral airway,size 100 Purple	No Bid	No Bid	15.0000	30.000	0.1500	30.000	0.1390	27.800
15	200	R.B. oral airway,size 110 Orange	No Bid	No Bid	0.1500	30.000	0.1500	30.000	0.1390	27.800
16	25	Naso Air. Sunmed size 20	No Bid	No Bid	2.3900	59.750	2.1600	54.000	1.1100	27.750
17	60	Naso Air. Sunmed size 22	No Bid	No Bid	2.3700	142.200	1.7100	102.600	1.1100	66.600
18	60	Naso Air. Sunmed size 24	No Bid	No Bid	2.3700	142.200	2.1600	129.600	1.1100	66.600
19	100	Naso Air. Sumed Size 28	No Bid	No Bid	2.3500	235.000	2.1600	216.000	1.1100	111.000
20	50	Naso Air. Sunmed size 30	No Bid	No Bid	2.3700	118.500	2.1600	108.000	1.1100	111.000
21	2000	HC Non-Rebreather, adult	1.4786	2,957.200	0.8400	1,680.000	0.8100	1,620.000	0.6400	1,280.000
22	200	HC Non-Rebreather, pedia	81.9700	327.880	1.3400	268.000	0.9400	188.000	0.6550	131.000
23	100	HC Non-Rebreather, infant	No Bid	No Bid	No Bid	No Bid	4.4100	441.000	0.7700	77.000
24	40	Laerdal Pocket Mask	No Bid	No Bid	9.3400	373.600	9.2300	369.200	3.4900	139.600
25	10,000	Hudson RCI, adult	No Bid	No Bid	0.3800	3,800.000	0.2500	2,500.000	0.2400	2,400.000
26	300	Hudson RCI, pediatric	No Bid	No Bid	1.1500	345.000	0.2500	75.000	0.2550	76.500
27	50	Hudson low pressure O2	No Bid	No Bid	0.3400	17.000	0.2600	13.000	0.2450	12.250
			S&W Healthcare		Southeastern Emergency Equipment		Henry Schein, Inc.		Kentron Medical	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total

28	750	Hand-held nebulizer	No Bid	No Bid	0.9100	682.500	0.8100	607.500	0.6900	517.500
29	500	Adult aerosol mask	39.4700	394.700	0.5000	250.000	0.4500	225.000	0.4100	205.000
30	50	Pediatric aerosol mask	No Bid	No Bid	0.8100	40.500	0.9200	46.000	0.4300	21.500
31	250	Ambu SPUR mask, adult	No Bid	No Bid	8.2400	2,060.000	8.7800	2,195.000	7.8900	1,972.500
32	50	Ambu SPUR mask, child	No Bid	No Bid	8.2400	412.000	11.6400	582.000	8.2900	414.500
33	30	Ambu SPUR mask, infant	No Bid	No Bid	8.2400	247.200	11.6400	349.200	8.2900	248.700
34	10	Masks - BVR - size 0	No Bid	No Bid	1.6300	16.300	2.0900	20.900	0.9200	9.200
35	10	Masks - BVR - size 1	No Bid	No Bid	1.6300	16.300	2.1100	21.100	0.9200	9.200
36	10	Masks - BVR - size 2	No Bid	No Bid	1.6300	16.300	2.1100	21.100	0.9200	9.200
37	10	Masks - BVR - size 3	No Bid	No Bid	1.6300	16.300	2.1100	21.100	0.9200	9.200
38	20	Masks - BVR - size 4	No Bid	No Bid	1.6200	32.400	2.1100	42.200	0.9200	9.200
39	20	Masks - BVR - size 5	No Bid	No Bid	1.6200	32.400	1.9800	39.600	0.9200	9.200
40	30	Uncuffed Endotrachael	No Bid	No Bid	3.6200	108.600	0.8900	26.700	0.5500	16.500
41	100	Cuffed Endotrachael 6.0, 9.0 mm	No Bid	No Bid	1.1100	111.000	1.3300	133.000	0.6500	65.000
42	20	Cuffed Endotrachael size 14	No Bid	No Bid	2.0100	40.200	1.4300	28.600	1.3500	27.000
43	20	Rusch Slick intub. Stylette sz 6	No Bid	No Bid	2.4100	48.200	1.4300	28.600	1.3500	27.000
44	3	Lubricating Gel, Triad	No Bid	No Bid	5.0100	15.300	5.5100	16.530	7.0000	21.000
45	180	Laerdal Thomas, adult	No Bid	No Bid	2.6700	480.600	2.5300	455.400	No Bid	No Bid
46	12	Laerdal Thomas, pediatric	No Bid	No Bid	2.6700	32.040	2.5000	30.000	No Bid	No Bid
47	20	Pediatric laryngeal mask	No Bid	No Bid	No Bid	No Bid	13.8200	276.400	7.9500	159.000
48	100	Breathing circuit	No Bid	No Bid	No Bid	No Bid	45.8200	4,582.000	No Bid	No Bid
49	12	Sm. mask, emergent cpap	No Bid	No Bid	No Bid	No Bid	10.9500	131.400	No Bid	No Bid
50	50	Med mask, emergent cpap	No Bid	No Bid	No Bid	No Bid	9.7900	489.500	No Bid	No Bid
51	25	Lg mask, emergent cpap	No Bid	No Bid	No Bid	No Bid	14.0300	350.750	No Bid	No Bid
52	6	Hudson disp. Humidifier	No Bid	No Bid	1.2300	7.380	1.2500	7.500	No Bid	No Bid
53	24	ADC aneroid Sphygm, Lg	No Bid	No Bid	18.9000	453.600	15.8600	380.640	5.8900	141.360
54	24	ADC aneroid Sphygm, Adt	No Bid	No Bid	14.4900	347.760	13.7800	330.720	5.8900	141.360
55	12	ADC aneroid Sphygm, Chd	No Bid	No Bid	14.6900	176.280	13.0900	157.080	5.8900	70.680
56	12	ADC diagnostix 700 pocket	No Bid	No Bid	44.2900	531.480	23.5100	282.120	6.8900	82.680
57	12	Tuff-cuff, child	No Bid	No Bid	6.7800	81.360	25.1300	301.560	No Bid	No Bid
58	12	Tuff-cuff, Adult	No Bid	No Bid	9.4100	112.920	5.3300	63.960	No Bid	No Bid
59	12	Tuff-cuff, Lg Adult	No Bid	No Bid	10.6400	127.680	5.3300	63.960	No Bid	No Bid

Item #	Quantity	Description	S&W Healthcare		Southeastern Emergency Equipment		Henry Schein, Inc.		Kentron Medical	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
60	40	Stethoscope, Proscope	No Bid	No Bid	3.7900	151.600	3.8600	154.400	4.6300	185.200
61	250	Medisense test strip	No Bid	No Bid	19.0100	4,752.500	18.2000	4,550.000	39.9500	9,987.500
62	240	Nellcor D-20 sensors	No Bid	No Bid	14.2400	3,417.600	12.8800	3,091.200	7.1900	1,725.600
63	180	Nellcor I -20 sensors	No Bid	No Bid	17.4900	3,148.200	16.7500	3,015.000	7.1900	1,294.200
64	1	Broselow Ped. Tape	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

65	10	Moorebrand disp gown	No Bid	No Bid	3.9900	39.900	6.3100	63.100	8.9500	89.500
66	10	Red poly biohazard bag	No Bid	No Bid	1.8900	18.900	1.7600	17.600	No Bid	No Bid
67	10	Stackable bed pan	No Bid	No Bid	0.7800	7.800	1.0900	10.900	No Bid	No Bid
68	75	Kendall sharpes shuttle	No Bid	No Bid	1.5700	117.750	1.5500	116.250	1.9900	149.250
69	8	Fluidshield surgical masks	No Bid	No Bid	22.0100	176.080	6.7200	53.760	11.3900	91.120
70	200	Convenience bags	No Bid	No Bid	8.8900	1,778.000	13.2100	2,642.000	11.8800	2,376.000
71	20	MG sterile exam gloves	No Bid	No Bid	No Bid	No Bid	16.8000	336.000	No Bid	No Bid
72	100	Nitrile gloves, small	No Bid	No Bid	8.7400	874.000	6.1800	618.000	No Bid	No Bid
73	1,300	Nitrile gloves, medium	No Bid	No Bid	8.7400	11,362.000	6.1800	8,034.000	No Bid	No Bid
74	1,100	Nitrile gloves, large	No Bid	No Bid	8.7400	9,614.000	6.1800	6,798.000	No Bid	No Bid
75	200	Nitrile gloves, X-large	No Bid	No Bid	8.7400	1,748.000	5.2400	1,048.000	No Bid	No Bid
76	2	Cidex OPA sol., Gallon	No Bid	No Bid	No Bid	No Bid	40.8200	81.640	No Bid	No Bid
77	1	Cidex OPA sol. Test strip	No Bid	No Bid	No Bid	No Bid	53.8300	53.830	No Bid	No Bid
78	400	Dynarex HD disp. Razors	0.6900	276.000	0.3600	144.000	0.3400	136.000	0.2100	84.000
79	40	M3717a Pedi pads	31.3500	1,254.000	21.0200	840.800	22.9200	916.800	No Bid	No Bid
80	450	Kendall meditrace adt pad	17.6600	7,947.000	18.9800	8,541.000	19.3100	8,689.500	16.5000	7,425.000
81	70	Philips M5071A defib elect	No Bid	No Bid	29.3800	2,056.600	45.0800	3,155.600	No Bid	No Bid
82	6	Philips M5070A rep batt	244.8000	1,468.800	89.8900	539.340	113.0600	678.360	No Bid	No Bid
83	120	LF Pediatric EKG	No Bid	No Bid	92.7000	11,124.000	0.4600	55.200	No Bid	No Bid
84	6,000	12-lead EKG electrodes	No Bid	No Bid	0.8500	5,100.000	0.9500	5,700.000	No Bid	No Bid
85	9,200	MDS MatrX RAM electrode	0.3800	3,450.000	No Bid	No Bid	0.5600	5,152.000	No Bid	No Bid
86	400	Wide defib printer paper	1.6000	640.000	4.2400	1,696.000	4.4400	1,776.000	No Bid	No Bid
87	150	3" x 9" Vaseline dressing	No Bid	No Bid	0.5900	88.500	0.5900	88.500	0.4900	73.500
88	1000	8" x 7-1/2" sterile dressing	0.1990	199.000	0.1700	170.000	0.2400	240.000	0.1450	145.000
89	11,500	4" x 4" sterile gauze pad	No Bid	No Bid	0.0549	631.350	0.0500	575.000	0.0420	483.000
90	250	3" stretch bandage	No Bid	No Bid	3.0700	767.500	1.5500	387.500	1.4700	367.500

			S&W Healthcare		Southeastern Emergency Equipment		Henry Schein, Inc.		Kentron Medical	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
91	600	Triangular bandages	0.5200	312.000	0.2800	168.000	0.3000	180.000	0.2600	156.000
92	30	Inst. Cold compresses	No Bid	No Bid	No Bid	No Bid	8.8900	266.700	8.4000	252.000
93	100	EMT shears - 7-1/2"	No Bid	No Bid	1.0800	108.000	0.8700	87.000	0.6700	67.000
94	40	6" x 4.5 yd elastic bandage	No Bid	No Bid	0.8600	34.400	0.6300	25.200	0.5700	22.800
95	50	3" x 4.5 yd elastic bandage	No Bid	No Bid	0.4400	22.000	0.4400	22.000	0.3700	18.500
96	8	4" x 4" sterile burn dress	No Bid	No Bid	45.1500	361.200	38.7100	309.680	37.5000	300.000
97	60	4" x 16" sterile burn dress	No Bid	No Bid	6.3900	383.400	5.1100	306.600	6.9900	419.400
98	25	Burn Sheets - 60" x 96"	3.0400	76.000	1.8100	45.250	2.3800	59.500	1.4900	37.250
99	20	J & J 3" cloth tape	No Bid	No Bid	10.2400	204.800	6.9000	138.000	6.9000	138.000
100	20	J & J 2" cloth tape	No Bid	No Bid	10.0700	201.400	6.9000	138.000	6.9000	138.000
101	70	iTec multigrip adult head	No Bid	No Bid	187.5000	13,125.000	193.0100	13,510.700	No Bid	No Bid

102	2,500	Cervical collar, 000281000	No Bid	No Bid	5.0800	12,700.000	4.7500	11,875.000	No Bid	No Bid
103	90	Cervical collar, Mini Perfit Inf/Ped	No Bid	No Bid	5.0800	457.200	4.7500	427.500	No Bid	No Bid
104	100	Cardboard splint, 24"	No Bid	No Bid	1.9400	194.000	1.7700	177.000	No Bid	No Bid
105	100	Cardboard splint, 34"	No Bid	No Bid	3.1400	314.000	2.8800	288.000	No Bid	No Bid
106	90	Fasplint, small, FS801	No Bid	No Bid	15.7200	1,414.800	15.0600	1,355.400	No Bid	No Bid
107	100	Fasplint, medium, FS802	No Bid	No Bid	19.8700	1,987.000	18.5000	1,850.000	No Bid	No Bid
108	50	Fasplint, large, FS803	No Bid	No Bid	28.1400	1,407.000	26.2200	1,311.000	No Bid	No Bid
109	5	Fasplint, compact, FS12pl	No Bid	No Bid	No Bid	No Bid	33.3700	166.850	No Bid	No Bid
110	15	Ped Armboards, 3" x 9"	No Bid	No Bid	0.8900	13.350	2.2100	33.150	No Bid	No Bid
111	500	Polish Remover Pads	0.0500	25.000	0.0400	20.000	0.0400	20.000	0.0320	16.000
112	12	Mech Adv Tourniquet	No Bid	No Bid	26.9400	323.280	46.5000	558.000	No Bid	No Bid
113	75	Statsplint, 4.25" x 36"	No Bid	No Bid	4.0100	300.750	5.1800	388.500	2.7900	209.250
114	150	Insta-glucose, Paddock	No Bid	No Bid	12.6400	1,896.000	3.4200	513.000	10.3900	1,558.500
115	35	Irrigation solution, 1000ml	No Bid	No Bid	18.3600	642.600	23.0300	806.050	31.0000	1,085.000
116	60	Surgilance lancet	No Bid	No Bid	13.0900	785.400	9.4900	569.400	No Bid	No Bid
117	4	BD safety syringe, 5/8"	No Bid	No Bid	19.3400	77.360	17.5100	70.040	No Bid	No Bid
118	400	.9% Sodium chloride, 1000	No Bid	No Bid	12.5800	5,032.000	11.6500	4,660.000	No Bid	No Bid
119	2	.9% Sodium chloride, 250	No Bid	No Bid	22.9700	45.940	20.8900	41.780	No Bid	No Bid

			S&W Healthcare		Southeastern Emergency Equipment		Henry Schein, Inc.		Kentron Medical	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
120	48	.9% Sodium Chloride, 100	No Bid	No Bid	1.4400	69.120	1.4900	71.520	No Bid	No Bid
121	6	BD Safety Glide Needle 23gX1"	No Bid	No Bid	15.0100	90.060	14.0000	84.000	No Bid	No Bid
122	8	BD Safety Glide Needle 18G x1"	No Bid	No Bid	15.0100	120.080	14.0000	112.000	No Bid	No Bid
123	9,000	10 cc Normal Saline .9%	No Bid	No Bid	0.3900	3,510.000	0.5100	4,590.000	No Bid	No Bid
124	7,400	Amsino AMSafe INT Connector	2.4200	17,908.000	1.2700	9,398.000	1.0300	7,622.000	No Bid	No Bid
125	50	NAREscue Angio Catheter 14gx3.25	No Bid	No Bid	13.6900	684.500	12.4100	620.500	No Bid	No Bid
126	50	BD Angio Cath 10g x 3 1/4"	No Bid	No Bid	17.0000	850.000	15.0000	750.000	No Bid	No Bid
127	3,000	Monoject cannula 18g X1"	No Bid	No Bid	No Bid	No Bid	0.1900	570.000	No Bid	No Bid
128	500	Smith ProtectIV 14 x1 1/4"	No Bid	No Bid	1.7600	880.000	1.6200	810.000	1.5900	795.000
129	500	Smith ProtectIV 16 x1 1/4"	No Bid	No Bid	1.7600	880.000	1.6200	810.000	1.5900	795.000
130	7,300	Smith ProtectIV 18 x1 1/4"	No Bid	No Bid	1.7600	12,848.000	1.6200	11,826.000	1.5900	11,607.000
131	10,100	Smith ProtectIV 20 x 1 1/4"	No Bid	No Bid	1.7600	17,776.000	1.6200	16,362.000	1.5900	16,059.000
132	1,000	Smith ProtectIV 22 x 1"	No Bid	No Bid	1.7600	1,760.000	1.6200	1,620.000	1.5900	1,590.000
133	200	Smith ProtectIV 24 x 3/4"	No Bid	No Bid	1.7600	352.000	1.6200	324.000	1.5900	318.000

			Interboro Packaging Co		Vermed		Quadmed, Inc.		MMS	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	200	Control valve catheters	No Bid	No Bid	No Bid	No Bid	0.2100	42.110	0.1800	36.000

2	180	Bemis disposable canister	No Bid	No Bid	No Bid	No Bid	2.4900	448.200	2.1200	381.600
3	20	Medovations suction tubing	No Bid	No Bid	No Bid	No Bid	8.7800	175.600	10.9800	219.600
4	20	Replacement Cartridge for V Vac	No Bid	No Bid	No Bid	No Bid	19.7700	395.320	17.3800	347.600
5	5	Laerdal V-Vac starter kit	No Bid	No Bid	No Bid	No Bid	82.5100	412.570	70.5800	352.900
6	10	Ambu Res-Cue pump	No Bid	No Bid	No Bid	No Bid	49.9900	499.880	45.4900	454.900
7	10	Ambu replacement container	No Bid	No Bid	No Bid	No Bid	9.1800	91.810	8.7800	87.800
8	75	R.B. oral airway,size 40 Pink	No Bid	No Bid	No Bid	No Bid	0.2200	16.500	0.1500	11.250
9	75	R.B. oral airway,size 50 Teal	No Bid	No Bid	No Bid	No Bid	0.2200	16.500	0.1500	11.250
10	100	R.B. oral airway,size 60 Black	No Bid	No Bid	No Bid	No Bid	0.2200	22.000	0.1500	15.000
11	100	R.B. oral airway,size 70 White	No Bid	No Bid	No Bid	No Bid	0.2200	22.000	0.1500	15.000
12	100	R.B. oral airway,size 80 Green	No Bid	No Bid	No Bid	No Bid	0.2200	22.000	0.1500	15.000
13	200	R.B. oral airway,size 90 Yellow	No Bid	No Bid	No Bid	No Bid	0.2200	44.000	0.1500	30.000
14	200	R.B. oral airway,size 100 Purple	No Bid	No Bid	No Bid	No Bid	0.2200	44.000	0.1500	30.000
15	200	R.B. oral airway,size 110 Orange	No Bid	No Bid	No Bid	No Bid	0.2200	44.000	0.1500	30.000
16	25	Naso Air.Sunmed size 20	No Bid	No Bid	No Bid	No Bid	2.0800	52.050	1.5300	38.250
17	60	Naso Air. Sunmed size 22	No Bid	No Bid	No Bid	No Bid	2.0800	124.910	1.5300	91.800
18	60	Naso Air. Sunmed size 24	No Bid	No Bid	No Bid	No Bid	2.0800	124.910	1.5300	91.800
19	100	Naso Air. Sumed Size 28	No Bid	No Bid	No Bid	No Bid	2.0800	208.000	1.5300	153.000
20	50	Naso Air. Sunmed size 30	No Bid	No Bid	No Bid	No Bid	2.0800	104.000	1.5300	76.500
21	2000	HC Non-Rebreather, adult	No Bid	No Bid	No Bid	No Bid	0.6400	1,280.000	0.6900	1,380.000
22	200	HC Non-Rebreather, pedia	No Bid	No Bid	No Bid	No Bid	0.7100	142.000	0.7300	146.000
23	100	HC Non-Rebreather, infant	No Bid	No Bid	No Bid	No Bid	1.6300	162.570	0.9400	94.000
24	40	Laerdal Pocket Mask	No Bid	No Bid	No Bid	No Bid	3.2400	129.600	3.2500	130.000
25	10,000	Hudson RCI, adult	No Bid	No Bid	No Bid	No Bid	0.2800	2,807.020	0.2600	2,600.000
26	300	Hudson RCI, pediatric	No Bid	No Bid	No Bid	No Bid	0.3900	117.000	0.3700	111.000
27	50	Hudson low pressure O2	No Bid	No Bid	No Bid	No Bid	0.3500	17.500	0.2500	12.500

			Interboro Packaging Co		Vermed		Quadmed, Inc.		MMS	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
28	750	Hand-held nebulizer	No Bid	No Bid	No Bid	No Bid	0.7700	578.950	0.7000	525.000
29	500	Adult aerosol mask	No Bid	No Bid	No Bid	No Bid	0.5600	280.700	0.3700	185.000
30	50	Pediatric aerosol mask	No Bid	No Bid	No Bid	No Bid	0.8800	43.860	0.4500	22.500
31	250	Ambu SPUR mask, adult	No Bid	No Bid	No Bid	No Bid	8.3500	2,087.500	8.4800	2,120.000
32	50	Ambu SPUR mask, child	No Bid	No Bid	No Bid	No Bid	9.3600	467.840	8.4800	424.000
33	30	Ambu SPUR mask, infant	No Bid	No Bid	No Bid	No Bid	10.2300	307.020	8.4800	254.400
34	10	Masks - BVR - size 0	No Bid	No Bid	No Bid	No Bid	1.6400	16.400	1.5000	15.000
35	10	Masks - BVR - size 1	No Bid	No Bid	No Bid	No Bid	1.6400	16.400	1.5000	15.000
36	10	Masks - BVR - size 2	No Bid	No Bid	No Bid	No Bid	1.6400	16.400	1.5000	15.000
37	10	Masks - BVR - size 3	No Bid	No Bid	No Bid	No Bid	1.6400	16.400	1.5000	15.000
38	20	Masks - BVR - size 4	No Bid	No Bid	No Bid	No Bid	1.6400	32.800	1.5000	30.000

39	20	Masks - BVR - size 5	No Bid	No Bid	No Bid	No Bid	1.6400	32.800	1.5000	30.000
40	30	Uncuffed Endotrachael	No Bid	No Bid	No Bid	No Bid	1.7400	52.200	1.4300	42.900
41	100	Cuffed Endotrachael 6.0, 9.0 mm	No Bid	No Bid	No Bid	No Bid	1.7400	174.000	1.4700	147.000
42	20	Cuffed Endotrachael size 14	No Bid	No Bid	No Bid	No Bid	1.4000	28.000	2.4700	49.400
43	20	Rusch Slick intub. Stylette sz 6	No Bid	No Bid	No Bid	No Bid	1.4000	28.000	2.4700	49.400
44	3	Lubricating Gel, Triad	No Bid	No Bid	No Bid	No Bid	5.8400	17.510	5.8600	17.580
45	180	Laerdal Thomas, adult	No Bid	No Bid	No Bid	No Bid	3.3300	600.000	2.6600	478.800
46	12	Laerdal Thomas, pediatric	No Bid	No Bid	No Bid	No Bid	3.3300	40.000	2.6600	31.920
47	20	Pediatric laryngeal mask	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	17.6400	352.800
48	100	Breathing circuit	No Bid	No Bid	No Bid	No Bid				
49	12	Sm. mask, emergent cpap	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
50	50	Med mask, emergent cpap	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
51	25	Lg mask, emergent cpap	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
52	6	Hudson disp. Humidifier	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1.4000	8.400
53	24	ADC aneroid Sphygm, Lg	No Bid	No Bid	No Bid	No Bid	6.7300	161.400	6.5400	156.960
54	24	ADC aneroid Sphygm, Adt	No Bid	No Bid	No Bid	No Bid	5.8500	140.350	6.3800	153.120
55	12	ADC aneroid Sphygm, Chd	No Bid	No Bid	No Bid	No Bid	6.7300	80.700	6.3800	76.560
56	12	ADC diagnostix 700 pocket	No Bid	No Bid	No Bid	No Bid	6.7300	80.700	35.4300	425.160
57	12	Tuff-cuff, child	No Bid	No Bid	No Bid	No Bid	9.5700	114.810	No Bid	No Bid
58	12	Tuff-cuff, Adult	No Bid	No Bid	No Bid	No Bid	13.2200	158.680	No Bid	No Bid
59	12	Tuff-cuff, Lg Adult	No Bid	No Bid	No Bid	No Bid	14.8900	178.670	No Bid	No Bid

			Interboro Packaging Co		Vermed		Quadmed, Inc.		MMS	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
60	40	Stethoscope, Proscope	No Bid	No Bid	No Bid	No Bid	5.1900	207.600	5.2000	208.000
61	250	Medisense test strip	No Bid	No Bid	No Bid	No Bid	22.1800	5,545.000	67.8400	16,960.000
62	240	Nellcor D-20 sensors	No Bid	No Bid	No Bid	No Bid	13.6500	3,275.790	13.5700	3,256.800
63	180	Nellcor I -20 sensors	No Bid	No Bid	No Bid	No Bid	17.5700	3,162.110	17.6400	3,175.200
64	1	Broselow Ped. Tape	No Bid	No Bid	No Bid	No Bid	199.9500	199.950	No Bid	No Bid
65	10	Moorebrand disp gown	No Bid	No Bid	No Bid	No Bid	7.5500	75.450	10.7100	107.100
66	10	Red poly biohazard bag	No Bid	No Bid	No Bid	No Bid	3.2300	32.340	2.5000	25.000
67	10	Stackable bed pan	No Bid	No Bid	No Bid	No Bid	0.9900	9.940	0.6800	6.800
68	75	Kendall sharpes shuttle	No Bid	No Bid	No Bid	No Bid	1.5700	117.750	1.6200	121.500
69	8	Fluidshield surgical masks	No Bid	No Bid	No Bid	No Bid	27.5400	223.530	7.2000	57.600
70	200	Convenience bags	No Bid	No Bid	No Bid	No Bid	9.4800	1,896.000	5.1600	1,032.000
71	20	MG sterile exam gloves	No Bid	No Bid	No Bid	No Bid	30.7400	614.800	No Bid	No Bid
72	100	Nitrile gloves, small	4.4500	445.000	No Bid	No Bid	5.3400	534.000	5.7300	573.000
73	1,300	Nitrile gloves, medium	4.4500	5,785.000	No Bid	No Bid	5.3400	6,942.000	5.7300	7,449.000
74	1,100	Nitrile gloves, large	4.4500	4,895.000	No Bid	No Bid	5.3400	5,874.000	5.7300	6,303.000
75	200	Nitrile gloves, X-large	4.4500	890.000	No Bid	No Bid	5.3400	1,068.000	6.3600	1,272.000

76	2	Cidex OPA sol., Gallon	No Bid	No Bid	No Bid	No Bid	58.9500	117.900	47.4300	94.860
77	1	Cidex OPA sol. Test strip	No Bid	No Bid	No Bid	No Bid	77.9700	77.970	59.5100	59.510
78	400	Dynarex HD disp. Razors	No Bid	No Bid	No Bid	No Bid	0.3500	138.480	0.3500	140.000
79	40	M3717a Pedi pads	No Bid	No Bid	16.9000	676.000	27.1900	1,087.600	13.6300	545.200
80	450	Kendall meditrace adt pad	No Bid	No Bid	16.9000	7,605.000	13.4800	6,066.000	13.6300	6,133.500
81	70	Philips M5071A defib elect	No Bid	No Bid	No Bid	No Bid	33.9200	2,374.270	63.5200	4,446.400
82	6	Philips M5070A rep batt	No Bid	No Bid	No Bid	No Bid	103.7900	622.740	197.5900	1,185.540
83	120	LF Pediatric EKG	No Bid	No Bid	90.0000	10,800.000	9.5900	1,150.880	94.0000	11,280.000
84	6,000	12-lead EKG electrodes	No Bid	No Bid	0.9000	5,400.000	1.0100	6,035.000	0.9900	5,940.000
85	9,200	MDS MatrX RAM electrode	No Bid	No Bid	0.4500	4,140.000	0.5100	4,682.800	0.4600	4,232.000
86	400	Wide defib printer paper	No Bid	No Bid	0.9900	396.000	1.4400	576.000	1.5000	600.000
87	150	3" x 9" Vaseline dressing	No Bid	No Bid	No Bid	No Bid	0.6100	92.100	0.5900	88.500
88	1000	8" x 7-1/2" sterile dressing	No Bid	No Bid	No Bid	No Bid	0.1500	153.330	0.1400	140.000
89	11,500	4" x 4" sterile gauze pad	No Bid	No Bid	No Bid	No Bid	0.0500	608.350	0.0537	617.550
90	250	3" stretch bandage	No Bid	No Bid	No Bid	No Bid	2.9000	725.150	2.5500	637.500

			Interboro Packaging Co		Vermed		Quadmed, Inc.		MMS	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
91	600	Triangular bandages	No Bid	No Bid	No Bid	No Bid	0.3600	216.500	0.3200	192.000
92	30	Inst. Cold compresses	No Bid	No Bid	No Bid	No Bid	9.9500	298.500	12.0000	360.000
93	100	EMT shears - 7-1/2"	No Bid	No Bid	No Bid	No Bid	0.7800	78.000	0.8700	87.000
94	40	6" x 4.5 yd elastic bandage	No Bid	No Bid	No Bid	No Bid	0.8400	33.680	1.2400	49.600
95	50	3" x 4.5 yd elastic bandage	No Bid	No Bid	No Bid	No Bid	0.4300	21.650	0.6500	32.500
96	8	4" x 4" sterile burn dress	No Bid	No Bid	No Bid	No Bid	51.7500	414.000	53.1100	424.880
97	60	4" x 16" sterile burn dress	No Bid	No Bid	No Bid	No Bid	6.8800	412.630	7.2900	437.400
98	25	Burn Sheets - 60" x 96"	No Bid	No Bid	No Bid	No Bid	2.3400	58.480	2.3400	58.500
99	20	J & J 3" cloth tape	No Bid	No Bid	No Bid	No Bid	8.1400	162.810	7.9300	158.600
100	20	J & J 2" cloth tape	No Bid	No Bid	No Bid	No Bid	8.1400	162.810	7.9300	158.600
101	70	iTec multigrip adult head	No Bid	No Bid	No Bid	No Bid	222.5000	15,575.000	224.0000	15,680.000
102	2,500	Cervical collar, 000281000	No Bid	No Bid	No Bid	No Bid	5.2500	13,125.000	5.6000	14,000.000
103	90	Cervical collar, Mini Perfit Inf/Ped	No Bid	No Bid	No Bid	No Bid	6.6100	594.740	5.6000	504.000
104	100	Cardboard splint, 24"	No Bid	No Bid	No Bid	No Bid	1.8500	184.800	0.9200	92.000
105	100	Cardboard splint, 34"	No Bid	No Bid	No Bid	No Bid	3.0200	301.750	1.1700	117.000
106	90	Fasplint, small, FS801	No Bid	No Bid	No Bid	No Bid	15.5100	1,395.900	16.3800	1,474.200
107	100	Fasplint, medium, FS802	No Bid	No Bid	No Bid	No Bid	19.6100	1,961.000	20.7000	2,070.000
108	50	Fasplint, large, FS803	No Bid	No Bid	No Bid	No Bid	27.7900	1,389.500	29.3500	1,467.500
109	5	Fasplint, compact, FS12pl	No Bid	No Bid	No Bid	No Bid	34.3900	171.950	36.3000	181.500
110	15	Ped Armboards, 3" x 9"	No Bid	No Bid	No Bid	No Bid	0.9300	13.950	0.7400	11.100
111	500	Polish Remover Pads	No Bid	No Bid	No Bid	No Bid	0.0300	17.300	0.0388	19.400
112	12	Mech Adv Tourniquet	No Bid	No Bid	No Bid	No Bid	25.8500	310.180	30.2300	362.760

113	75	Statsplint, 4.25" x 36"	No Bid	No Bid	No Bid	No Bid	4.0900	306.750	3.3300	249.750
114	150	Insta-glucose, Paddock	No Bid	No Bid	No Bid	No Bid	12.9900	1,948.500	3.8500	577.500
115	35	Irrigation solution, 1000ml	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	16.8000	588.000
116	60	Surgilance lancet	No Bid	No Bid	No Bid	No Bid	15.9900	959.300	9.7500	585.000
117	4	BD safety syringe, 5/8"	No Bid	No Bid	No Bid	No Bid	27.6600	110.640	18.5800	74.320
118	400	.9% Sodium chloride, 1000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	13.9200	5,568.000
119	2	.9% Sodium chloride, 250	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	20.4000	40.800
			Interboro Packaging Co		Vermed		Quadmed, Inc.		MMS	
Item #	Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
120	48	.9% Sodium Chloride, 100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1.3600	65.280
121	6	BD Safety Glide Needle 23gX1"	No Bid	No Bid	No Bid	No Bid	11.8100	70.880	14.9200	89.520
122	8	BD Safety Glide Needle 18G x1"	No Bid	No Bid	No Bid	No Bid	11.8100	94.500	14.9200	119.360
123	9,000	10 cc Normal Saline .9%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0.3800	3,420.000
124	7,400	Amsino AMSafe INT Connector	No Bid	No Bid	No Bid	No Bid	0.9300	6,882.000	1.1000	8,140.000
125	50	NAREscue Angio Catheter 14gx3.25	No Bid	No Bid	No Bid	No Bid	6.6400	332.000	13.5800	679.000
126	50	BD Angio Cath 10g x 3 1/4"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
127	3,000	Monoject cannula 18g X1"	No Bid	No Bid	No Bid	No Bid	0.1900	564.900	0.1894	568.200
128	500	Smith ProtectIV 14 x1 1/4"	No Bid	No Bid	No Bid	No Bid	1.5800	79.000	1.5800	790.000
129	500	Smith ProtectIV 16 x1 1/4"	No Bid	No Bid	No Bid	No Bid	1.5800	79.000	1.5800	790.000
130	7,300	Smith ProtectIV 18 x1 1/4"	No Bid	No Bid	No Bid	No Bid	1.5800	11,534.000	1.5800	11,534.000
131	10,100	Smith ProtectIV 20 x 1 1/4"	No Bid	No Bid	No Bid	No Bid	1.5800	15,958.000	1.5800	15,958.000
132	1,000	Smith ProtectIV 22 x 1"	No Bid	No Bid	No Bid	No Bid	1.5800	1,580.000	1.5800	1,580.000
133	200	Smith ProtectIV 24 x 3/4"	No Bid	No Bid	No Bid	No Bid	1.5800	316.000	1.5800	316.000

Bound Tree Medical				
Item #	Quantity	Description	Unit Price	Total
1	200	Control valve catheters	0.1500	30.000
2	180	Bemis disposable canister	2.5000	450.000
3	20	Medovations suction tubing	20.0700	401.400
4	20	Replacement Cartridge for V Vac	18.4700	369.400
5	5	Laerdal V-Vac starter kit	73.1500	365.750
6	10	Ambu Res-Cue pump	36.2700	362.700
7	10	Ambu replacement container	7.5300	75.300
8	75	R.B. oral airway,size 40 Pink	0.1500	11.250
9	75	R.B. oral airway,size 50 Teal	0.1500	11.250
10	100	R.B. oral airway,size 60 Black	0.1500	15.000
11	100	R.B. oral airway,size 70 White	0.1500	15.000

12	100	R.B. oral airway,size 80 Green	0.1500	15.000
13	200	R.B. oral airway,size 90 Yellow	0.1500	30.000
14	200	R.B. oral airway,size 100 Purple	0.1500	30.000
15	200	R.B. oral airway,size 110 Orange	0.1500	30.000
16	25	Naso Air.Sunmed size 20	2.1300	53.250
17	60	Naso Air. Sunmed size 22	2.1300	127.800
18	60	Naso Air. Sunmed size 24	2.1300	127.800
19	100	Naso Air. Sumed Size 28	2.1300	213.000
20	50	Naso Air. Sunmed size 30	2.1300	106.500
21	2000	HC Non-Rebreather, adult	0.6754	1,350.800
22	200	HC Non-Rebreather, pedia	0.7100	142.000
23	100	HC Non-Rebreather, infant	1.2700	127.000
24	40	Laerdal Pocket Mask	10.2300	409.200
25	10,000	Hudson RCI, adult	0.2700	2,700.000
26	300	Hudson RCI, pediatric	0.5300	159.000
27	50	Hudson low pressure O2	0.2900	14.500

Bound Tree Medical

Item #	Quantity	Description	Unit Price	Total
28	750	Hand-held nebulizer	0.6300	472.500
29	500	Adult aerosol mask	0.5012	250.600
30	50	Pediatric aerosol mask	0.7700	38.500
31	250	Ambu SPUR mask, adult	8.6700	2,167.500
32	50	Ambu SPUR mask, child	10.2100	510.500
33	30	Ambu SPUR mask, infant	10.2100	306.300
34	10	Masks - BVR - size 0	1.6200	16.200
35	10	Masks - BVR - size 1	1.6200	16.200
36	10	Masks - BVR - size 2	1.6200	16.200
37	10	Masks - BVR - size 3	1.6200	16.200
38	20	Masks - BVR - size 4	1.6200	32.400
39	20	Masks - BVR - size 5	1.6200	32.400
40	30	Uncuffed Endotrachael	2.0,5.5 4.19 all others 1.67	552.000
41	100	Cuffed Endotrachael 6.0, 9.0 mm	1.6700	334.000
42	20	Cuffed Endotrachael size 14	1.9900	39.800
43	20	Rusch Slick intub. Stylette sz 6	1.9900	39.800
44	3	Lubricating Gel, Triad	8.0000	24.000
45	180	Laerdal Thomas, adult	2.8700	516.600
46	12	Laerdal Thomas, pediatric	2.8700	34.440

47	20	Pediatric laryngeal mask	11.0000	220.000
48	100	Breathing circuit	34.5000	3,450.000
49	12	Sm. mask, emergent cpap	7.4100	88.920
50	50	Med mask, emergent cpap	6.3300	316.460
51	25	Lg mask, emergent cpap	9.6200	240.510
52	6	Hudson disp. Humidifier	1.4200	8.520
53	24	ADC aneroid Sphygm, Lg	7.3300	176.000
54	24	ADC aneroid Sphygm, Adt	7.0000	168.000
55	12	ADC aneroid Sphygm, Chd	7.3300	88.000
56	12	ADC diagnostix 700 pocket	7.3300	88.000
57	12	Tuff-cuff, child	7.0000	84.000
58	12	Tuff-cuff, Adult	7.0000	84.000
59	12	Tuff-cuff, Lg Adult	7.0000	84.000

Bound Tree Medical

Item #	Quantity	Description	Unit Price	Total
60	40	Stethoscope, Proscope	5.3700	214.800
61	250	Medisense test strip	21.0000	5,250.000
62	240	Nellcor D-20 sensors	14.7700	3,544.000
63	180	Nellcor I -20 sensors	19.0000	3,420.000
64	1	Broselow Ped. Tape	No Bid	No Bid
65	10	Moorebrand disp gown	0.6900	103.500
66	10	Red poly biohazard bag	1.7000	17.000
67	10	Stackable bed pan	0.8900	8.900
68	75	Kendall sharpes shuttle	1.7300	129.750
69	8	Fluidshield surgical masks	19.2000	153.600
70	200	Convenience bags	15.5700	3,114.000
71	20	MG sterile exam gloves	13.9300	278.600
72	100	Nitrile gloves, small	6.5960	659.600
73	1,300	Nitrile gloves, medium	6.5960	8,574.800
74	1,100	Nitrile gloves, large	6.5960	7,255.600
75	200	Nitrile gloves, X-large	7.1700	1,433.910
76	2	Cidex OPA sol., Gallon	32.0000	64.000
77	1	Cidex OPA sol. Test strip	139.0000	139.000
78	400	Dynarex HD disp. Razors	0.3400	136.000
79	40	M3717a Pedi pads	21.4100	856.400
80	450	Kendall meditrace adt pad	21.5100	9,679.500
81	70	Philips M5071A defib elect	31.7700	2,223.900
82	6	Philips M5070A rep batt	96.3100	577.860
83	120	LF Pediatric EKG	0.5100	12,224.000

84	6,000	12-lead EKG electrodes	1.0600	6,360.000
85	9,200	MDS MatrX RAM electrode	0.4580	4,213.600
86	400	Wide defib printer paper	3.8700	1,548.000
87	150	3" x 9" Vaseline dressing	0.4410	66.130
88	1000	8" x 7-1/2" sterile dressing	0.1490	148.570
89	11,500	4" x 4" sterile gauze pad	5.8300	670.450
90	250	3" stretch bandage	2.4500	612.500

Bound Tree Medical

Item #	Quantity	Description	Unit Price	Total
91	600	Triangular bandages	0.2100	126.000
92	30	Inst. Cold compresses	7.2850	218.550
93	100	EMT shears - 7-1/2"	0.8700	87.000
94	40	6" x 4.5 yd elastic bandage	0.7700	30.800
95	50	3" x 4.5 yd elastic bandage	0.4900	24.500
96	8	4" x 4" sterile burn dress	43.6500	349.200
97	60	4" x 16" sterile burn dress	5.7900	347.400
98	25	Burn Sheets - 60" x 96"	2.6900	67.250
99	20	J & J 3" cloth tape	13.5000	270.000
100	20	J & J 2" cloth tape	13.5000	270.000
101	70	iTec multigrip adult head	213.5000	14,945.000
102	2,500	Cervical collar, 000281000	3.7700	9,425.000
103	90	Cervical collar, Mini Perfit Inf/Ped	3.7700	339.300
104	100	Cardboard splint, 24"	2.4700	247.000
105	100	Cardboard splint, 34"	3.4700	347.000
106	90	<i>Fasplint</i> , small, FS801	15.5000	1,395.000
107	100	<i>Fasplint</i> , medium, FS802	19.6300	1,963.000
108	50	<i>Fasplint</i> , large, FS803	27.7700	1,388.500
109	5	<i>Fasplint</i> , compact, FS12pl	34.3700	171.850
110	15	Ped Armboards, 3" x 9"	1.2100	18.150
111	500	Polish Remover Pads	0.0350	17.500
112	12	Mech Adv Tourniquet	28.0000	336.000
113	75	Statsplint, 4.25" x 36"	4.9700	372.750
114	150	Insta-glucose, Paddock	11.7300	1,759.500
115	35	Irrigation solution, 1000ml	12.8400	449.400
116	60	Surgilance lancet	14.0000	840.000
117	4	BD safety syringe, 5/8"	19.2700	77.070
118	400	.9% Sodium chloride, 1000	11.7600	4,704.000
119	2	.9% Sodium chloride, 250	23.5200	47.040

			Bound Tree Medical	
Item #	Quantity	Description	Unit Price	Total
120	48	.9% Sodium Chloride, 100	1.3100	62.880
121	6	BD Safety Glide Needle 23gX1"	15.5000	93.000
122	8	BD Safety Glide Needle 18G x1"	15.5000	124.000
123	9,000	10 cc Normal Saline .9%	0.4100	3,690.000
124	7,400	Amsino AMSafe INT Connector	0.9300	6,882.000
125	50	NAREscue Angio Catheter 14gx3.25	6.6700	33.500
126	50	BD Angio Cath 10g x 3 1/4"	16.6300	831.500
127	3,000	Monoject cannula 18g X1"	0.1967	590.100
128	500	Smith ProtectIV 14 x1 1/4"	1.6500	825.000
129	500	Smith ProtectIV 16 x1 1/4"	1.6500	825.000
130	7,300	Smith ProtectIV 18 x1 1/4"	1.6500	12,045.000
131	10,100	Smith ProtectIV 20 x 1 1/4"	1.6500	16,665.000
132	1,000	Smith ProtectIV 22 x 1"	1.6500	1,650.000
133	200	Smith ProtectIV 24 x 3/4"	1.6500	330.000

Item #1-Kentron won a cointoss due to a tie bid with Boundtree

Item #21- Quadmed won a cointoss due to a tie bid with Kentron

Item #83 will not be awarded due to inconsistencies in prices received.

Item #99- Henry Schein won a cointoss due to a tie bid with Kentron

Item #100-Kentron won a cointoss due to a tie bid with Boundtree

Item #124- Quadmed won a cointoss due to a tie bid with Boundtree

Item # 128-133- MMS won a cointoss due to a tie bid with Quadmed

Moore Medical deemed non-responsive for exceptions to bid.

Bids Opened: October 1, 2012 at 3:00 PM

Jo Marie Brown, CPPB

Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 17, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Frye Road Improvement Project
B13021-10/17/12S
Public Works**

Competitive bids were solicited and advertised for improvements to Frye Road. This project consists of providing all materials, equipment, and labor for the purpose of paving approximately 1,730 LF of Frye Road. This work includes grading, associated drainage improvements, and placing asphalt to the unpaved surface. A mandatory pre-bid meeting was held on October 3, 2011 in which eleven (11) contractors were represented. We received six (6) responsive bids on October 17, 2012 (see attached Bid Tabulation).

The bids were evaluated by J. Randy Edwards, County Engineer; Joey Derby, C-Funds Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Sox and Sons Construction Company, Inc. as the lowest bidder for a total amount, including all applicable taxes, of \$76,622.10.

County funds will be appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
2700-121302-5R0150	Fyre Road	76,622.10	\$76,622.10

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 October 23, 2012.

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fachtel, Director of Public Works/Assistant County Administrator
J. Randy Edwards, County Engineer
Joey Derby, C-Funds Manager

County of Lexington

Bid Tabulation

BID # : B13021-10/17/12S
FRYE ROAD IMPROVEMENT PROJECT

Item	Qty	U/M	Description	Sox and Sons Construction Company		LCI Lineburger Constuction, Inc.		C. Ray Miles Construction Company, Inc.	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	100	CY	Contingent Borrow Excavation	\$ 6.00	\$ 600.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00
2	40	SY	Outfall Ditch Excavation	\$ 15.00	\$ 600.00	\$ 20.00	\$ 800.00	\$ 48.00	\$ 1,920.00
3	20	CY	Contingent Unsuitable Material Excavation	\$ 20.00	\$ 400.00	\$ 15.00	\$ 300.00	\$ 23.50	\$ 470.00
4	3400	SY	Fine Grading	\$ 2.50	\$ 8,500.00	\$ 3.50	\$ 11,900.00	\$ 8.50	\$ 28,900.00
5	3400	SY	Graded Aggregate Base Course (6" Uniform)	\$ 9.00	\$ 30,600.00	\$ 13.10	\$ 44,540.00	\$ 12.00	\$ 40,800.00
6	295	TN	Hot Mix Asphalt Surface Course Type C	\$ 106.78	\$ 31,500.10	\$ 112.83	\$ 33,284.85	\$ 122.00	\$ 35,990.00
7	88	LF	15" Reinforced Concrete Pipe	\$ 19.00	\$ 1,672.00	\$ 60.00	\$ 5,280.00	\$ 50.00	\$ 4,400.00
8	0.4	AC	Permanent Cover	\$ 2,000.00	\$ 800.00	\$ 3,500.00	\$ 1,400.00	\$ 4,300.00	\$ 1,720.00
9	30	TN	Contingent Rip Rap	\$ 65.00	\$ 1,950.00	\$ 25.00	\$ 750.00	\$ 100.00	\$ 3,000.00
Total					\$ 76,622.10		\$ 99,754.85		\$ 118,700.00

Item	Qty	U/M	Description	Cherokee, Inc.		JC Wilkie Construction, LLC.		CR Jackson, Inc.	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	100	CY	Contingent Borrow Excavation	\$ 15.00	\$ 1,500.00	\$ 19.54	\$ 1,954.00	\$ 32.00	\$ 3,200.00
2	40	SY	Outfall Ditch Excavation	\$ 100.00	\$ 4,000.00	\$ 143.82	\$ 5,752.80	\$ 105.00	\$ 4,200.00
3	20	CY	Contingent Unsuitable Material Excavation	\$ 20.00	\$ 400.00	\$ 54.05	\$ 1,081.00	\$ 105.00	\$ 2,100.00
4	3400	SY	Fine Grading	\$ 12.00	\$ 40,800.00	\$ 21.55	\$ 73,270.00	\$ 18.00	\$ 61,200.00
5	3400	SY	Graded Aggregate Base Course (6" Uniform)	\$ 12.00	\$ 40,800.00	\$ 11.40	\$ 38,760.00	\$ 13.50	\$ 45,900.00
6	295	TN	Hot Mix Asphalt Surface Course Type C	\$ 106.75	\$ 31,491.25	\$ 92.77	\$ 27,367.15	\$ 153.00	\$ 45,135.00
7	88	LF	15" Reinforced Concrete Pipe	\$ 30.00	\$ 2,640.00	\$ 52.94	\$ 4,658.72	\$ 33.00	\$ 2,904.00
8	0.4	AC	Permanent Cover	\$ 4,000.00	\$ 1,600.00	\$ 3,849.08	\$ 1,539.63	\$ 6,000.00	\$ 2,400.00
9	30	TN	Contingent Rip Rap	\$ 75.00	\$ 2,250.00	\$ 83.79	\$ 2,513.70	\$ 60.00	\$ 1,800.00
Total					\$ 125,481.25		\$ 156,897.00		\$ 168,839.00

Bids Received: October 17, 2012 @ 12:00 PM E.S.T.

Angela Seymour
Procurement Officer

**COUNTY OF LEXINGTON
PROFESSIONAL ENGINEERING SERVICES
ROAD DESIGN PROJECTS**

*Evaluation Committee Report and Recommendation
Request for Qualifications No. PQ13001-08/01/12S*

October 12, 2012

PURPOSE

The County of Lexington solicited resumes from qualified engineering firms for the design, construction and administration of various road projects in Lexington County. The roads being considered are existing dirt roads, side walk projects, and drainage projects, all which are candidates for paving under the “C” Fund Program from the South Carolina Department of Transportation along with the Environmental project as outlined by HUD and Governmental guidelines or other funding program. Each road project to be of an approved design and constructed to meet current criteria set forth in the Lexington County Planning and Development Guidelines. The number of roads and approximate mileage are undetermined at this point.

The top nine evaluated engineering firms selected will be assigned roads on an “on-call” basis and will be responsible for surveying, permits, soil testing, design calculations, utility relocation, plans and specifications, cost estimates, bid documents, review of bids, contract administration, construction conferences, construction inspections, materials testing, final inspection, right-of-way acquisition, and right-of-way staking as required.

EVALUATION COMMITTEE

On July 17, 2012, as required by the County's Purchasing Ordinance and RFQ Criteria, an evaluation committee was approved by Mr. Joe G. Mergo, III, County Administrator, to evaluate and review the resumes and ultimately report its recommendation to County Council for their consideration. Committee members were John Fechtler, Director of Public Works / Assistant County Administrator, J. Randy Edwards, Lexington County Engineer, Ron Scott, Director of Community Development, Chuck Whipple, Director of Economic Development, Jim Starling, Public Works (Non Voting), Joey Derby, C-Fund Manager for Public Works (Non Voting) and Angela M. Seymour, Procurement Officer (Non-Voting).

SOLICITATION REQUIREMENTS

The required legal advertisement soliciting resumes from qualified engineering firms was placed and appeared in the South Carolina Business Opportunities Publication on July 5, 2012. Notification was also posted on our website and mailed to firms on our bidders' list.

Resumes were due and received by 3:00 p.m. on August 1, 2012. At that time, the County received resumes from eighteen (18) firms:

Alliance Consulting Engineers	Hybrid Engineering, Inc.
American Engineering Consultants, Inc.	Mead and Hunt
Chao & Associates	Michael Baker Corporation
Civil Engineering Consultants Services, Inc.	Moore and Associates
Coleman-Snow Consultants, LLC	Neel-Schaffer
Dennis Corporation	Power Engineering Company Inc.
Florence & Hutcheson, Inc.	URS
GEO Systems Design and Testing, Inc.	Vaughn and Melton Consultant Engineers
Hussey, Gay, Bell, & Deyoung	Weston and Sampson Environmental/Infrastructure

EVALUATION PROCESS

To begin the evaluation process, copies of the resumes were distributed to each committee member on August 6, 2012 for individual evaluation. The committee met again on August 22, 2012 for a detailed discussion of the individual evaluation of the resumes/qualifications and respective scoring of each criteria factor. Each resume under consideration was evaluated and scored on the following selection criteria listed in the order of their relative importance: a) experience in design and construction management, b) experience with local governments and public works related projects, c) past performance with Lexington County and/or other local governmental agencies, d) ability to provide “real time” service to client and projects, e) ability to meet schedule deadlines and budget constraints, f) ability to provide working CAD data in AutoCAD 2012, g) quality of submittal, and h) familiarity with State and/or Federally funded projects and requirements.

After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the committee conducted in-depth interviews on September 4, 2012 and September 7, 2012, with the nine (9) highest rated vendors. Interviewed candidates included (in order of original ranking) Mead and Hunt, Alliance Consulting Engineers, Michael Baker Corporation, Civil Engineering Consultants Services, Inc., LLC, Florence & Hutcheson, Inc, Dennis Corporation, American Engineering Consultants, Inc, Hussey, Gay, Bell, & Deyoung, and URS.

All of these firms were highly qualified and they all made very professional presentations during the interview process and were able to answer all of our questions and concerns. Following the interviews, each committee member was given the opportunity to reevaluate the scores given to each firm.

After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process. The committee agreed to select all nine (9) engineers that were interviewed.

RECOMMENDATION

The committee recommends having a contract with Mead and Hunt, Alliance Consulting Engineers, Michael Baker Corporation, Civil Engineering Consultants Services, Inc., Florence & Hutcheson, Inc, Dennis Corporation, American Engineering Consultants, Inc, Hussey, Gay, Bell, & Deyoung, and URS to provide engineering services for the road design projects for Lexington County on an “on-call” basis for a term contract of two (2) years.

The items that the committee favored with these nine (9) firms were experience and qualifications of the engineers, related experience in the C-Fund program, insight related to the project, and vicinity of firm to Lexington. These nine (9) firms put together a very impressive submittal, addressed the factors asked for in the Request for Qualifications, and provided proof of their Engineering experience.

The committee hereby submits this recommendation for Council's consideration and approval. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on October 23, 2012.

Angela M. Seymour
Procurement Officer

Jeffrey A. Hyde
Procurement Manger

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 11, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Security Fencing for the Lexington County Airport in Pelion (Grant Funds)**
B13014-09/26/12S
Public Works

Competitive bids were solicited and advertised for the security fencing for the Lexington County Airport in Pelion. This project is partially grant funded. We received four (4) bids on September 26, 2012 (see attached Bid Tabulation).

The bids were evaluated by James Starling, Engineer Associate III and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder SITEC, LLC for the total amount, including taxes, of \$54,480.00. The County has received additional grant funds from Federal Aviation Administration (FAA) for \$50,500.00. By utilizing the grant balances, Lexington County's total out of pocket expense will be \$3,980.00.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
5801-580020-5AA426	Taxiway Realignment	\$61,566.00	\$54,480.00

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 October 23, 2012.

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fachtel, Director of Public Works/Assistant County Administrator
James Starling, Engineer Associate III

County of Lexington

Bid Tabulation

BID # : B13014-09/26/12S

Security Fencing for the Lexington County Airport in Pelion

			SITEC, LLC.		Allsteel Products Company		Maner Builders Supply Company		
Item	Qty	U/M	Description	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
Fence Relocation									
1	5000	LF	Relocating existing fabric, bracing, and arms for the fence relocation at the Lexington County Airport.	\$ 7.00	\$ 35,000.00	\$ 7.66	\$ 38,300.00	\$ 2.87	\$ 14,350.00
2	500	EA	New line posts	\$ 23.00	\$ 11,500.00	\$ 21.00	\$ 10,500.00	\$ 64.74	\$ 32,370.00
3	6	EA	New corner posts	\$ 100.00	\$ 600.00	\$ 125.00	\$ 750.00	\$ 90.43	\$ 542.58
4	12	EA	New terminal posts	\$ 100.00	\$ 1,200.00	\$ 110.00	\$ 1,320.00	\$ 90.43	\$ 1,085.16
5	5000	LF	3 Strand Barbed Wire	\$ 0.45	\$ 2,250.00	\$ 0.30	\$ 1,500.00	\$ 0.65	\$ 3,250.00
6	10000	LF	Top and Bottom Tension Wire	\$ 0.12	\$ 1,200.00	\$ 0.13	\$ 1,300.00	\$ 0.30	\$ 3,000.00
7	10	EA	1. Electrical Grounds	\$ 70.00	\$ 700.00	\$ 125.00	\$ 1,250.00	\$ 105.00	\$ 1,050.00
Subtotal					\$ 52,450.00		\$ 54,920.00		\$ 55,647.74
New Fence									
1	150	LF	New fabric for the new fence area for the Lexington County Airport	\$ 7.00	\$ 1,050.00	\$ 7.21	\$ 1,081.50	\$ 6.25	\$ 937.50
2	15	EA	New line post	\$ 27.00	\$ 405.00	\$ 80.00	\$ 1,200.00	\$ 64.74	\$ 971.10
3	1	EA	New corner post	\$ 120.00	\$ 120.00	\$ 250.00	\$ 250.00	\$ 90.43	\$ 90.43
4	150	LF	3 Strand Barbed Wire	\$ 0.46	\$ 69.00	\$ 2.00	\$ 300.00	\$ 0.65	\$ 97.50
5	300	LF	Top and Bottom Strand Barbed Wire	\$ 0.12	\$ 36.00	\$ 0.25	\$ 75.00	\$ 0.30	\$ 90.00
6	5	EA	Electrical Grounds	\$ 70.00	\$ 350.00	\$ 125.00	\$ 625.00	\$ 105.00	\$ 525.00
Subtotal					\$ 2,030.00		\$ 3,531.50		\$ 2,711.53
Total					\$ 54,480.00		\$ 58,451.50		\$ 58,359.27

				Hurricane Fence Company	
Item	Qty	U/M	Description	Unit Total	Total Cost
Fence Relocation					
1	5000	LF	Relocating existing fabric, bracing, and arms for the fence relocation at the Lexington County Airport.	\$ 4.00	\$ 20,000.00
2	500	EA	New line posts	\$ 67.00	\$ 33,500.00
3	6	EA	New corner posts	\$ 286.00	\$ 1,716.00
4	12	EA	New terminal posts	\$ 286.00	\$ 3,432.00
5	5000	LF	3 Strand Barbed Wire	\$ 1.00	\$ 5,000.00
6	10000	LF	Top and Bottom Tension Wire	\$ 0.12	\$ 1,200.00
7	10	EA	1. Electrical Grounds	\$ 1,100.00	\$ 11,000.00
				Subtotal	\$ 75,848.00
New Fence					
1	150	LF	New fabric for the new fence area for the Lexington County Airport	\$ 6.00	\$ 900.00
2	15	EA	New line post	\$ 62.00	\$ 930.00
3	1	EA	New corner post	\$ 276.00	\$ 276.00
4	150	LF	3 Strand Barbed Wire	\$ 1.00	\$ 150.00
5	300	LF	Top and Bottom Strand Barbed Wire	\$ 0.12	\$ 36.00
6	5	EA	Electrical Grounds	\$ 110.00	\$ 550.00
				Subtotal	\$ 2,842.00
				Total	\$ 78,690.00

**** The MJB Company, LLC submitted a "no bid" because their schedule would not permit them to perform.**

Bids Received: September 26, 2012 @ 3:00 PM E.S.T.

Angela M. Seymour

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 17, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Two (2) Heavy Duty Dump Trucks**
B13013-09/26/12S
Public Works

Competitive bids were solicited and advertised for the purchase of two (2) heavy duty dump trucks. We received four (4) bids on September 26, 2012 (see attached Bid Tabulation).

The bids were evaluated by Bill Kazmierczak, Fleet Manager and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder Columbia Truck Center with both trucks for the total amount, including taxes, of \$241,067.00.

County funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-121300-5AD075	(1) Tri-Axle Dump Truck - Replacement	\$140,000.00	\$135,562.00
1000-121300-5AD076	(1) Tandem Dump Truck - Replacement	\$105,505.00	\$105,505.00

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 October 23, 2012.

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

County of Lexington

Bid Tabulation

BID # : B13013-09/26/12S

Two (2) Heavy Duty Dump Trucks

Item	Qty	U/M	Description	Carolina International Trucks, Inc. (Crysteel Body)		Carolina International Trucks, Inc. (Double A Body)		Columbia Truck Center	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	EA	Heavy Duty Tandem Axle Dump Truck	\$ 120,657.00	\$ 120,657.00	\$ 114,614.00	\$ 114,614.00	\$ 105,205.00	\$ 105,205.00

Options

2	1	LT	Warranty Package		No Award		No Award		No Award
3	1	LT	Deduction for a non high lift style tailgate		No Award		No Award		No Award
4	1	LT	Deduction for a manual Fuller 10 Speed Transmission.		No Award		No Award		No Award
5	1	LT	Upgrade/Deduct for a Godwin R/S G-Model Dump Body.		No Award		No Award		No Award
6	1	EA	Diagnostic Software		No Award		No Award		No Award
			Subtotal		\$ 120,657.00		\$ 114,614.00		\$ 105,205.00
			Taxes		\$ 300.00		\$ 300.00		\$ 300.00
			Grand Total		\$ 120,957.00		\$ 114,914.00		\$ 105,505.00

7	1	EA	Heavy Duty Tri-Axle Dump Truck	Does Not Meet Specifications	\$ 115,124.00	\$ 115,124.00	\$ 121,217.00	\$ 121,217.00
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Options

8	1	EA	Allison 4500-RD-6 Transmission	Does Not Meet Specifications	Does Not Meet Specifications	Does Not Meet Specifications	\$ 11,170.00	\$ 11,170.00
9	1	LT	Upgrade/Deduct for a Godwin R/S G-Model Dump Body.	Does Not Meet Specifications	Does Not Meet Specifications	Does Not Meet Specifications		No Award
10	1	EA	Diagnostic Software	Does Not Meet Specifications	Does Not Meet Specifications	Does Not Meet Specifications		No Award
11	1	LT	Extended PowerTrain	Does Not Meet Specifications	Does Not Meet Specifications	Does Not Meet Specifications	\$ 2,875.00	\$ 2,875.00
			Subtotal	Does Not Meet Specifications	Does Not Meet Specifications	Does Not Meet Specifications		\$ 135,262.00
			Taxes	Does Not Meet Specifications	Does Not Meet Specifications	Does Not Meet Specifications		\$ 300.00
			Grand Total	Does Not Meet Specifications	Does Not Meet Specifications	Does Not Meet Specifications		\$ 135,562.00

Shealy's Truck Center					
Item	Qty	U/M	Description	Unit Total	Total Cost
1	1	EA	Heavy Duty Tandem Axle Dump Truck	\$ 114,276.00	\$ 114,276.00

Options

2	1	LT	Warranty Package		No Award
3	1	LT	Deduction for a non high lift style tailgate		No Award
4	1	LT	Deduction for a manual Fuller 10 Speed Transmission.		No Award
5	1	LT	Upgrade/Deduct for a Godwin R/S G-Model Dump Body.		No Award
6	1	EA	Diagnostic Software		No Award
				Subtotal	\$ 114,276.00
				Taxes	\$ 300.00
				Grand Total	\$ 114,576.00

7	1	EA	Heavy Duty Tri-Axle Dump Truck	\$ 136,356.00	\$ 136,356.00
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Options

8	1	EA	Allison 4500-RD-6 Transmission	\$ 10,643.00	\$ 10,643.00
9	1	LT	Upgrade/Deduct for a Godwin R/S G-Model Dump Body.		No Award
10	1	EA	Diagnostic Software		No Award
11	1	LT	Extended PowerTrain	\$ 3,725.00	\$ 3,725.00
				Subtotal	\$ 150,724.00
				Taxes	\$ 300.00
				Grand Total	\$ 151,024.00

****Carolina International Trucks, Inc. does not meet the engine, radiator cooling, battery system, and frame thickness specifications.**

Bids Received: September 26, 2012 @ 3:00 PM E.S.T.

Angela M Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: September 12, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Agilent GC/MS System or Equal (Grant Funds)**
B13006-08/29/12S
Sheriff's Department

Competitive bids were solicited and advertised for an Agilent Gas Chromatograph/Mass Selective System or Equal. We received one (1) responsive bid on August 29, 2012 (see attached Bid Tabulation).

The bid was evaluated by Nandalyn Heaitley, Sheriff's Department and Angela M. Seymour, Procurement Officer. It is our recommendation to award this solicitation to Agilent Technologies for a total amount, including all applicable taxes, of \$90,644.61. Funding has been approved and will be reimbursed by South Carolina Department of Public Safety from grant number 1GS09211.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
2442-151200-5AD224	(1) Gas Chromatograph / Gas Mass Spec	\$105,400.00	\$90,644.61

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 October 23, 2012.

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

County of Lexington

Bid Tabulation

BID # : B13006-08/29/12S

AGILENT GC/MS SYSTEM OR EQUAL

Item	Qty	U/M	Description	Agilent Technologies	
				Unit Total	Total Cost
1	1	EA	Agilent GC/MS System or equal in accordance in this solicitation's specifications.	\$ 83,032.35	\$ 83,032.35
2	1	EA	On-site application training in according to the solicitation's specifications.	\$ 1,800.00	\$ 1,800.00
			Subtotal		\$ 84,832.35
			Taxes		\$ 5,812.26
			Total		\$ 90,644.61

Bids Received: August 29, 2012 @ 3:00 PM E.S.T.

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM
(O) 803- 785-8166
(F) 803- 785-2240

DATE: October 15, 2012

TO: Joe G. Mergo, III
County Administrator

THRU: Jeffrey A. Hyde
Procurement Manager

FROM: Jo Marie Brown
Procurement Officer

SUBJECT: Request for Approval to Utilize the Competitive Sealed Proposal Process for Comprehensive Health/Mental Health Care Services at the Detention Center Sheriff's Department

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from potential qualified respondents for the Comprehensive Health/Mental Health Care Services for the Lexington County Detention Center. The Procurement Office in coordination with the Sheriff's Department feels that it would be in the best interest of the County to request proposals from outside sources.

Due to the scope of this project, we feel that it would not be practical or to our advantage to prepare a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a contracted vendor, it will be advantageous to consider award criteria other than cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors such as overall system capabilities and experience of the firm and personnel assigned to the project, demonstrated understanding of the scope and future objectives, technical resources and work plan, references, and proposed commission.

It is therefore our recommendation to utilize the competitive sealed proposal procedure established in the County ordinance. We further recommend that we seek approval at the next scheduled County Council meeting set for October 23, 2012.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Keith Kirchner, Assistant Sheriff
Colonel Alan Paavel, Sheriff's Department
Major Kevin Jones, Detention Bureau
Sylvia Dillon, Sheriff's Department

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: October 15, 2012

TO: Joseph G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Twenty-Four (24) Toughbooks with Accessories
Sheriff's Department**

We received a purchase request from the Sheriff's Department for twenty-four (24) Toughbooks with accessories. The items are being purchased from Synnex Corporation through the WSCA Contract # B27172/500000108810.

Lynn Sturkie, Director of Information Services, has reviewed and recommended this purchase. The estimated total cost, including applicable sales tax, is \$124,155.71

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-151200-5AD177	(15) Ruggedized Laptops (F6) with Mount	\$79,500.00	\$77,849.56
1000-151200-5AD178	(7) Ruggedized Laptops (F4) with Mount	\$37,100.00	\$36,015.89
2446-151200-5AD317	(1) Toughbook Laptop and Accessories	\$6,500.00	\$5,145.13
2633-151200-5AD240	(1) Ruggedized Laptop with Mount	\$5,300.00	\$5,145.13

I concur with the above recommendation and further recommend that this purchase request be placed on County Council's agenda for their next scheduled meeting on October 23, 2012.

copy: Larry Porth, Deputy County Administrator
Colonel Allan Paavel, Administration Bureau, Sheriff's Department
Lynn Sturkie, Director of Information Services

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: September 28, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: One (1) Hydraulic Excavator (Replacement)
B13009-09/13/12S
Solid Waste Management**

Competitive bids were solicited and advertised for one (1) Hydraulic Excavator (Replacement) for Solid Waste Management.

The bids were evaluated by Dave Eger, Director of Solid Waste Management; William Kazmierczak, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation that it be awarded to Blanchard Machinery as the lowest bidder that meets specifications. The County has decided to exercise the option of the trade-in offer of \$15,000.00. The itemized listed detail of the machine's total cost is listed below.

Base Unit:	\$323,834.00
<u>Less Trade-In</u>	<u>- \$15,000.00</u>
Subtotal	\$308,834.00
<u>7% Sales Tax</u>	<u>\$21,618.38</u>
Total	\$330,452.38

The first fiscal year cost of the Total Maintenance and Repair (TM&R) contract will be \$9,336.00. Additional funds which are currently encumbered in the Total Maintenance and Repair (TM&R) contract on the trade-in hydraulic excavator will be released upon the receipt of the new equipment. The cost of the 5 year/7,500 hour TM&R contract (\$9,336.00 per fiscal year) is \$46,680.00. The total cost including equipment, option of trade-in, the TM&R contract, and applicable sales tax is \$377,132.38.

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
5700-121204-5AD271	(1) Hydraulic Excavator (Replacement)	\$346,503.00	\$330,452.38
5700-121204-520100	Total Maintenance and Repair (TM&R) Contract Maintenance	\$58,346.34	\$9,336.00

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 October 23, 2012.

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

County of Lexington

Bid Tabulation

**BID # : B13009-09/13/12S
HYDRAULIC EXCAVATOR**

Item	Qty	U/M	Description	Dougherty Equipment Company		Flint Equipment Company		Blanchard Machinery	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	EA	Cost of Hydraulic excavator	Did Not Meet Specifications		Did Not Meet Specifications		\$ 323,834.00	\$ 323,834.00

OPTIONS

Trade In

2	1	EA	Trade In or Purchase on a 1991 Caterpillar EL 240	Did Not Meet Specifications		Did Not Meet Specifications		\$ (15,000.00)	\$ (15,000.00)
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Guaranteed Buy Back

3A	1	LT	Guaranteed Buy Back: 7,500 Hours 60 months old, whichever is greater	Did Not Meet Specifications		Did Not Meet Specifications		\$ 168,000.00	\$ 168,000.00
3B	1	LT	Guaranteed Buy Back: 8,500 Hours 72 months old, whichever is greater	Did Not Meet Specifications		Did Not Meet Specifications		\$ 145,000.00	\$ 145,000.00
3C	1	LT	Guaranteed Buy Back: 9,500 Hours 84 months old, whichever is greater	Did Not Meet Specifications		Did Not Meet Specifications		\$ 130,000.00	\$ 130,000.00

Total Maintenance & Repair (TM&R) - 5 Yrs/7,500 Hrs

4A	1	LT	TM & R 7500 Hours/5 Years: Year 1	Did Not Meet Specifications		Did Not Meet Specifications		\$ 9,336.00	\$ 9,336.00
4B	1	LT	TM & R 7500 Hours/5 Years: Year 2	Did Not Meet Specifications		Did Not Meet Specifications		\$ 9,336.00	\$ 9,336.00
4C	1	LT	TM & R 7500 Hours/5 Years: Year 3	Did Not Meet Specifications		Did Not Meet Specifications		\$ 9,336.00	\$ 9,336.00
4D	1	LT	TM & R 7500 Hours/5 Years: Year 4	Did Not Meet Specifications		Did Not Meet Specifications		\$ 9,336.00	\$ 9,336.00
4E	1	LT	TM & R 7500 Hours/5 Years: Year 5	Did Not Meet Specifications		Did Not Meet Specifications		\$ 9,336.00	\$ 9,336.00

****Dougherty Equipment did not meet specifications because they did not bid on the required TM&R Contract nor Buy Back Agreement.**

****Flint Equipment did not meet specifications because they did not bid on the buy back for year 6 and year 7. Additionally, they did not meet the specifications of the equipment.**

Bids Received: September 13, 2012 @ 3:30 PM

Angela M. Seymour
Procurement Officer

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # M12-01

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

The Palms at Rocky Point Phase II located off of Rocky Point Drive

Zoning Classifications: (Current) D (Development) (Proposed) R3 (High Density Residential)

TMS#: 001850-02-001thru 025, 001850-02-027 Property Owner: Palms at Rocky Point II, LLC

Reason for the request: Phase II has been approved for Residential Detached (Single Family Dwelling). Proposed change is to allow for Residential Attached (3 or more dwelling units)

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: 10/3/2012 Applicant: Property Owner [checked] Authorized Agent []

Phone #(s): work 803-237-3777

Signature: signatures on file Printed Name: Juanita Wright/John Cantwell

Street/Mailing Address: 6030 St. Andrews Rd. Ste J. Columbia SC 29212

Table with 2 columns: Date, Action. Rows: 10/03/2012 Application Received, Newspaper Advertisement, Notices Mailed

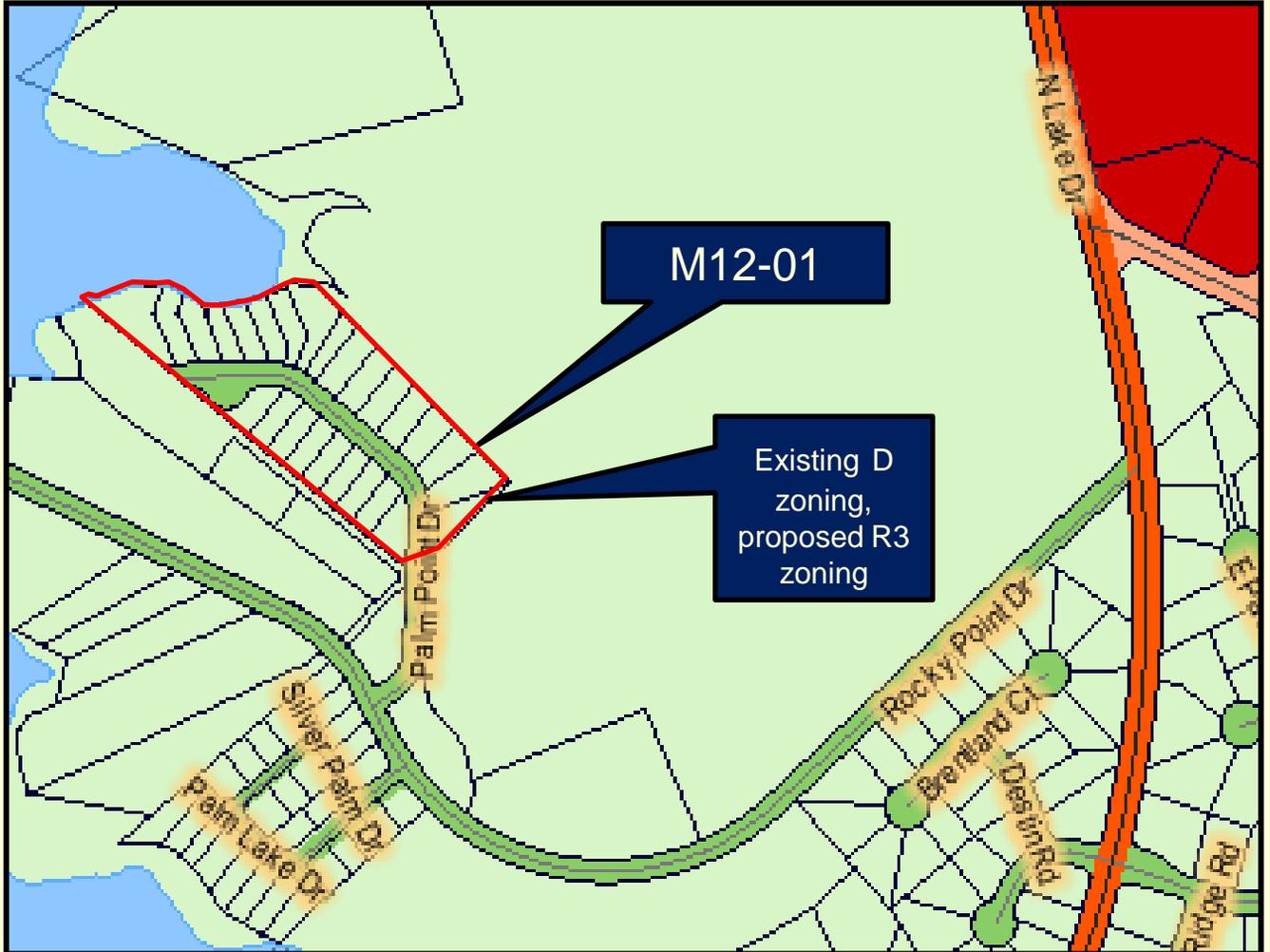
Table with 2 columns: Date, Action. Rows: 10/03/2012 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation: _____

Table with 5 columns: Date, Action, Action, Action, Action. Row: 10/23/12 First Reading, Public Hearing, Second Reading, Third Reading

Results: _____

Zoning Map Amendment Application M12-01



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

Zoning Map Amendment Application M12-01



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

LEXINGTON COUNTY, SOUTH CAROLINA

ORDINANCE NO. 12-12

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

_____, 2012

TABLE OF CONTENTS

ARTICLE I – FINDINGS	1
Section 1.01 Findings.....	1
ARTICLE II – DEFINITIONS AND CONSTRUCTION.....	4
Section 2.01 Definitions	4
Section 2.02 Construction	6
ARTICLE III – THE BONDS	8
Section 3.01 Authorization.....	8
Section 3.02 Public Hearing.....	8
Section 3.03 Details of the Bonds	8
Section 3.04 Medium and Place of Payment.....	8
Section 3.05 Agreement to Maintain Registrar and Paying Agent	9
Section 3.06 Registration and Transfer	9
Section 3.07 Lost, Stolen, Destroyed or Defaced Bonds	10
Section 3.08 Book-Entry Only System.	10
Section 3.09 Execution and Authentication of Bonds.....	11
Section 3.10 Form of Bonds.....	12
Section 3.11 Security for Bonds.....	12
Section 3.12 Exemption from Taxation	12
Section 3.13 Payments Due on Saturdays, Sundays, and Holidays	12
ARTICLE IV – SALE OF THE BONDS.....	13
Section 4.01 Sale and Award of Bonds.....	13
Section 4.02 Official Statement and Official Notice of Sale.....	13
Section 4.03 Summary Notice of Sale.....	13
ARTICLE V – CERTAIN DELEGATIONS AND AUTHORIZATIONS	14
Section 5.01 Certain Delegations	14
Section 5.02 Authorization to Call the Series 2006B Bonds; Notice of Redemption	14
ARTICLE VI – APPLICATION OF PROCEEDS.....	15
Section 6.01 Deposit and Use of Proceeds.....	15
ARTICLE VII – DEFEASANCE	16
Section 7.01 Defeasance	16
ARTICLE VIII – MISCELLANEOUS.....	18
Section 8.01 Tax Covenants.....	18
Section 8.02 Securities Law Covenants	18
Section 8.03 Notice Pursuant to Section 11-27-40.....	18
Section 8.04 Professional Services.....	19
Section 8.05 Authorization to Execute Documents.....	19
Section 8.06 Ordinance to Constitute Contract	19
Section 8.07 General Repealer	19
EXHIBIT A – Form of the Bond	

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

ARTICLE I – FINDINGS

Section 1.01 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 (8%) of the assessed value of all taxable property of such county (the “Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15 of the South Carolina Code (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. Title 11, Chapter 27 of the South Carolina Code 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) Title 11, Chapter 15, Article 5 of the South Carolina Code (the “Refunding Act”) provides that the governing body of any issuer, including any county, may issue refunding bonds to such extent as such issuer shall be indebted by way of principal, interest and redemption premium upon any outstanding general obligation bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption.

(e) Under present market conditions, the County has determined that it will achieve interest cost savings by the issuance of refunding bonds and using the proceeds therefrom to redeem all or a portion of the County’s originally issued \$7,575,000 General Obligation Bonds, Series 2006B (Taxable Series) (the “Series 2006B Bonds”), which mature on the first day of February in the years 2013 through 2021 and which have an aggregate outstanding principal amount of \$5,575,000 (the “Refunded Bonds”).

(f) In order to provide emergency services throughout the County, the County Council has determined, at this time, to finance a portion of the costs of an emergency 911 operations center (the “EOC Project”) through the issuance of general obligation bonds. The total amount of general obligation bonds to be issued to finance such portion of the EOC Project is estimated to be \$3,000,000.

(g) In order to promote economic development within the County, the County Council has determined to finance the cost of (i) constructing certain transportation infrastructure and (ii) completing and developing certain industrial and technology parks in the County, which may include, but is not limited to, the acquisition of land and the construction of public improvements, as well as certain site work, engineering, and design services related thereto (the “Economic Development Projects” and together with the EOC Project, the “Projects”) through the issuance of general obligation bonds. The County Council hereby specifically finds and determines in connection with the accomplishment of the Economic Development Projects that:

- (i) the ultimate goal of the Economic Development Projects is to promote industrial development and thereby provide job opportunities for the citizens of the County;
- (ii) the primary beneficiaries of the Economic Development Projects will be the citizens of the County, who will enjoy an increase in job opportunities; and
- (iii) the Economic Development Projects are in the public interest and well-suited to spurring industrial development in the completed industrial and technology parks and are highly likely to provide benefits to the citizens of the County within a reasonable period.

The total amount of funds required to finance the Economic Development Projects is estimated to be \$17,000,000.

(h) The assessed value of the County for 2011, which is the last completed assessment thereof, is a sum not less than \$1,084,897,526, which produces for the County a Bonded Debt Limit of \$86,791,801. The present outstanding principal amount of general obligation debt of the County is the sum of \$37,273,176 and thus the County may issue additional general obligation debt, in the principal sum of \$49,518,626 without a referendum. Moreover, 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 which reduces the annual debt service payments as compared to the refunded debt, does not create additional debt subject to the Bonded Debt Limit. However, the sum borrowed by the County in order to defray the costs of the Projects does count against the Bonded Debt Limit. At the closing of any Series of Bonds issued to refund the Refunded Bonds pursuant to the provisions of this Ordinance, the Finance Director shall certify as to the principal sum used to effect the redemption of the Refunded Bonds as well as the principal sum issued to defray the cost of any of the Projects.

(i) 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 refunding and improvement bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina for the purposes of refunding the Refunded Bonds and raising sufficient moneys to defray the cost of the Projects.

ARTICLE II – DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions

As used in this Ordinance, unless context otherwise requires, the following terms shall have the following respective meanings.

“**Authorized Investments**” mean and include any securities which at the time of determination are legal investments for political subdivisions in the State as provided by the South Carolina Code.

“**Bond**” or “**Bonds**” means any of the Bonds of the County authorized by this Ordinance.

“**Bond Counsel**” shall mean an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

“**Bondholder**” or “**Holder**” or “**Holders of Bonds**” or “**Owner**” or similar term means, when used with respect to Bonds or a Bond, any person who shall be registered as the owner of any Bonds Outstanding.

“**Bond Payment**” means the periodic payment of principal of and interest on the Bonds.

“**Bond Payment Date**” means the date upon which the principal of and interest on the Bonds authorized by this Ordinance are due and payable.

“**Chairman**” means the Chairman of County Council.

“**Clerk to County Council**” means the Clerk to the County Council.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Corporate Trust Office**” when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“**County Administrator**” shall mean the County Administrator of the County.

“**County Auditor**” means the Auditor of the County.

“**County Council**” means the County Council of the County.

“**County Treasurer**” shall mean the Treasurer of the County.

“**Enabling Act**” means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, and Title 4, Chapter 15 and Title 11, Chapter 27 of the South Carolina Code. To the extent refunding bonds are issued, such term also includes Title 11, Chapter 15, Article 5 of the South Carolina Code.

“Escrow Agent” means a financial institution appointed by the County to hold funds for the purpose of defeasing the Bonds in accordance with Article VII of this Ordinance.

“Fiduciary” means the Paying Agent and the Registrar, including any financial institution appointed to serve as such, and their successors and assigns.

“Finance Director” shall mean the Finance Director of the County.

“Outstanding” when used in this Ordinance, with respect to the Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

(i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.09 hereof.

“Paying Agent” means any bank, trust company or national banking association which is authorized to pay the Principal Installments of or interest on any Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, if the Bonds are delivered in physical form, the Paying Agent may be the County Treasurer.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Projects” has that meaning described in Section 1.01 herein.

“Purchaser” means a purchaser of the Bond or Bonds.

“Record Date” means the fifteenth day of the month immediately preceding a Bond Payment Date.

“Refunded Bonds” shall mean the Series 2006B Bonds which mature on the first day of February in the years 2013 through 2021 and which have an aggregate outstanding principal amount of \$5,575,000.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the

Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, if the Bonds are delivered in physical form, the Registrar may be the County Treasurer.

“**Registry Books**” means the books to be kept at the offices of the Registrar for the registration and transfer of the Bonds.

“**Securities Depository**” shall mean The Depository Trust Company, New York, New York, or another recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“**Securities Depository Nominee**” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Securities Depository Nominee hereunder.

“**Series**” or “**Series of Bonds**” shall mean Bonds issued hereunder as a single issue, i.e., sold and closed on the same dates under a common designation.

“**Series 2006B Bonds**” shall mean the County’s originally issued \$7,575,000 General Obligation Bonds, Series 2006B (Taxable Series).

“**South Carolina Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**State**” means the State of South Carolina.

“**Taxable Bonds**” shall mean any Bonds that have been designated as such by the County Administrator and the Finance Director pursuant to Section 8.01(d) of this Ordinance.

Section 2.02 Construction

In this Ordinance, unless context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

ARTICLE III – THE BONDS

Section 3.01 Authorization

The issuance of not exceeding \$26,000,000 of general obligation bonds of the County (the “Bonds”) is hereby authorized pursuant to the Enabling Act in order to: (i) provide for the refunding of the Refunded Bonds, (ii) defray costs associated with the Projects, and (iii) provide for the costs of issuance thereof. The actual amount of the Bonds to be issued hereunder shall be determined by the County Administrator and the Finance Director.

Section 3.02 Public Hearing

Prior to third reading of this Ordinance, a public hearing shall be conducted. Notice of such hearing shall be given in accordance with the provisions of Section 4-9-130 or Section 15-29-40 of the South Carolina Code. The notice shall be in the form approved by the County Administrator and the Finance Director.

Section 3.03 Details 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, the date of delivery 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 such date as may be accepted by the County Administrator and the Finance Director at the time of the sale thereof; and shall mature in such Principal Installments as the County Administrator and the Finance Director may determine.

The Bonds may be issued in a single Series, or from time to time in multiple Series as determined by the County Administrator and the Finance Director.

Section 3.04 Medium and Place of Payment

(a) Both the Principal Installments 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 public and private debts.

(b) If the Bonds are issued in book-entry form, the Bond Payments shall be payable at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing as the registered owner thereof on each Record Date on the registration books of the Registrar (the “Registry Books”), which Registry Books shall be held by the Registrar, by check or draft mailed to such registered owner at its address as it appears on such Registry Books in sufficient time to reach such registered owner on

the Bond Payment Date. Payment of the Principal Installment of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Section 3.05 Agreement to Maintain Registrar and Paying Agent

Subject to the last paragraph of this Section 3.05, as long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent which shall be a financial institution maintaining Corporate Trust Offices where: (i) Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the District in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. Initially, the financial institution designated by one or more of the County Administrator and the Finance Director shall act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

If any Series of Bonds are issued in the form of a single bond in physical form, the Finance Director or the County Treasurer's office may serve as the Registrar and Paying Agent for the Bonds and shall fulfill all functions of the Registrar and Paying Agent enumerated herein. It shall also serve as Registrar and Paying Agent should the Bonds initially be held in a book-entry system and such system is subsequently discontinued.

Section 3.06 Registration and Transfer

The County shall cause 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 of the County, 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 and the Registrar 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 nor the Registrar 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 the day 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 3.07 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 3.08 Book-Entry Only System

(a) 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. If held under a book-entry system, the initial securities depository for the Bonds will be DTC. DTC and any-successor securities depositories are hereinafter referred to as the "Securities Depository" and "Securities Depository Nominees" respectively.

(b) 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 Installments, interest, and premium, if any, on such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (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 Installments, 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 premium, if any, and interest on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County 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 a Registrar for the delivery of physical certificates in the manner described in subparagraph (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 with respect to any consent or other action to be taken by the Holders of Bonds, the County or the Registrar, 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) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.09 Execution and Authentication of Bonds

The Bonds shall be executed in the name of the County, with the manual or facsimile signature of the Chairman attested to by the manual or facsimile signature of the Clerk to County Council under a facsimile of 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 3.10 Form of Bonds

The Bonds shall be in substantially the form to that attached hereto as Exhibit A.

Section 3.11 Security for Bonds

The full faith, credit and taxing power of the County is hereby irrevocably pledged for the payment of the Principal Installments of 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 County Auditor and collected by the County Treasurer 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 of and interest on 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 Installments of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 3.12 Exemption from Taxation

Both the Principal Installments of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, 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 3.13 Payments Due on Saturdays, Sundays, and Holidays

In any case where a Bond Payment Date for a Series of Bonds shall be a Saturday or Sunday, or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then any Bond Payment due shall be payable on the next succeeding business day with the same force and effect as if made on the Bond Payment Date and no interest shall accrue during such period.

ARTICLE IV – SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds

The Bonds shall be sold at public sale, at not less than par and accrued interest to the date of delivery. Bids shall be received at such time and date and in such manner as is selected by the County Administrator and the Finance Director. Unless all bids are rejected, the award of Bonds of a Series may be made by the County Administrator or the Finance Director to the bidder offering the lowest interest cost therefor, computed on the basis set forth in a notice of sale used in providing for the sale of the Bonds (the “Notice of Sale”).

Section 4.02 Official Statement and Official Notice of Sale

The County Council hereby authorizes 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. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the United States Securities Exchange Commission. The County Administrator is 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 Purchasers of the Bonds.

Should the County Administrator and the Finance Director determine to employ an Official Statement in connection with the issuance of the Bonds, the County Council authorizes an official Notice of Sale to be distributed coincident with and in like manner as the Preliminary Official Statement.

Section 4.03 Summary Notice of Sale

In lieu of publishing the official Notice of Sale in its entirety, the Finance Director and the County Administrator may elect to publish an abbreviated form of notice and provide the full text of the foregoing official Notice of Sale only to those persons who request the same or who are identified as prospective bidders for the Bonds. A summary of the official 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, in a financial publication published in the City of New York, State of New York.

ARTICLE V – CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations

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 the Bond Payment Dates with respect to the Bonds; (b) the redemption provisions, if any; (c) whether to use bond insurance, and if so, to make appropriate arrangements therefor; (d) whether to retain a financial advisor; (e) whether to award the Bonds on the basis of net interest cost or true interest cost; (f) whether the Bonds will be designated as “qualified tax-exempt obligations”; (g) whether to utilize the provisions of Section 11-27-40(8) of the South Carolina Code with respect to this Ordinance; (h) whether to issue all or a portion of the Bonds as Taxable Bonds; (i) whether to create and distribute preliminary and final Official Statements in connection with the issuance of any Series of Bonds; and (j) 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. 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 Article IV 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 contemplated in Article IV hereof.

Section 5.02 Authorization to Call the Series 2006B Bonds; Notice of Redemption

The County Administrator and the Finance Director are authorized to call the Series 2006B Bonds and provide for the notice of redemption thereof, in such manner, form and time as required by the proceedings authorizing the issuance of the Refunded Bonds. The County Administrator and the Finance Director are further authorized to effect the redemption of the Refunded Bonds and to invest the proceeds pending the use thereof for the purposes provided herein.

ARTICLE VI – APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds

The proceeds derived from each sale of the Bonds issued pursuant to this Ordinance shall be paid to the County Treasurer, to be deposited in a special fund to the credit of the County, and shall be expended and made use of by the County as follows:

(a) Any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;

(b) Any premium shall be applied to the payment of the first Principal Installment of such Bonds. Notwithstanding the foregoing, in the case of refunding Bonds, any premium generated from the sale of such Bonds shall be first applied to effect the redemption of the Refunded Bonds; and

(c) The remaining proceeds shall be expended and made use of by the County to defray the cost of issuing the Bonds and to either (i) effect the refunding of the Refunded Bonds, or (ii) defray the costs of the Projects, or (iii) both.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments; provided, that neither the Purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE VII – DEFEASANCE

Section 7.01 Defeasance

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of this 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 Installments 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 Installments 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 Installments, 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 Sections 7.01(a)(iii) or (iv) hereof 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 subparagraphs (a)(iii) or (a)(iv) of this Section 7.01 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.

ARTICLE VIII – MISCELLANEOUS

Section 8.01 Tax Covenants

(a) Except with regard to Bonds designated as “Taxable Bonds,” 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 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) Prior to the issuance of a Series of Bonds, the County Administrator and the Finance Director may, in consultation with Bond Counsel, designate a Series of Bonds as taxable under the Code. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds.

Section 8.02 Securities Law Covenants

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 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 of the South Carolina Code, as amended, which requires, among other things, that the County file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA) system, 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 8.03 Notice Pursuant to Section 11-27-40

In order that the County may proceed as expeditiously as possible to issue and deliver the Bonds authorized hereby, the County Administrator, together with the Finance Director, may determine that the County avail itself of the provisions of paragraph 8 of Section 11-27-40 of the South Carolina Code.

Section 8.04 Professional Services

The County Council hereby authorizes the County Administrator and the Finance Director, if, upon the advice of Bond Counsel, they deems it necessary to retain a financial 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 to enter into such contractual arrangements with printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

Section 8.05 Authorization to Execute Documents

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

Section 8.06 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of Bonds, the provisions of this Ordinance shall constitute a contract between the County and such Holders from time to time of the Bonds.

Section 8.07 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.

ENACTED AT LEXINGTON, SOUTH CAROLINA, THIS ____ DAY OF _____, 2012.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Lexington County Council

Attest:

Clerk to Lexington County Council

First Reading: September 25, 2012
Public Hearing: October 23, 2012
Second Reading: _____, 2012
Third Reading: _____, 2012

EXHIBIT A – FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
GENERAL OBLIGATION
REFUNDING AND IMPROVEMENT
BONDS, SERIES 2012
OF LEXINGTON COUNTY**

No. R-____

INTEREST RATE MATURITY ORIGINAL ISSUE DATE CUSIP

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 owner named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of _____ (the “Registrar and 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/Paying Agent, 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, 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 15, Code of Laws of South Carolina, 1976, as amended; and an ordinance duly enacted by the County Council of Lexington County, on _____, 2012 (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.

EXHIBIT A – FORM OF BOND

For the payment of the principal and interest on this Bond as it respectively matures 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 County Auditor and collected by the County Treasurer 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 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, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's 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/Paying Agent 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 and the Registrar/Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of

EXHIBIT A – FORM OF BOND

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 of South Carolina, 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 of South Carolina 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 of South Carolina; 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 by the manual signature of the Chairman of the County Council, attested by the manual signature of the Clerk to County Council and the seal of the County impressed hereon.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Lexington County Council

Attest:

Clerk to Lexington County Council

EXHIBIT A – FORM OF BOND

CERTIFICATE OF AUTHENTICATION

This is the Bond described in the within mentioned Ordinance of Lexington County, South Carolina dated _____, 2012.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

EXHIBIT A – FORM OF BOND

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.

EXHIBIT A – FORM OF BOND

[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.

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 12-13

AN ORDINANCE EXTENDING THE RESIDENTIAL SOLID WASTE FRANCHISE CONTRACTS.

WHEREAS, The County of Lexington (County) has previously awarded franchises for residential solid waste collection in the unincorporated areas of Lexington County; and

WHEREAS, the County desires to extend the award of the franchised areas to the current solid waste collectors; and

WHEREAS, the County has negotiated a reasonable extension of the contracts upon the terms set forth in the franchise contract; and

WHEREAS, the County Council has determined that it would benefit the residents of the unincorporated areas of Lexington County for the existing franchise collector's contract to be extended pursuant to the terms set forth in the franchise contract extensions.

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

1. The franchise contracts for the residential solid waste collection are hereby extended, pursuant to the terms of the contracts attached hereto and incorporated herein.
2. This Ordinance shall take effect upon its enactment.

Enacted this _____ day of _____, 2012

William B. Banning, Sr.
Chairman, Lexington County Council

ATTEST:

Diana W. Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third Reading: _____

Filed W/Clerk of Court: _____

STATE OF SOUTH CAROLINA	)	CONTRACT FOR FRANCHISED SOLID
	)	WASTE COLLECTION AND DISPOSAL
	)	COUNTY OF LEXINGTON
COUNTY OF LEXINGTON	)	DEPARTMENT OF SOLID WASTE MANAGEMENT

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Lexington, South Carolina 29072** (hereinafter referred to as "County"), and **Advanced Disposal Services, 49 Palmetto Court, Gaston, SC, 29063** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by the Lexington County Solid Waste Management Residential Curbside Franchise Agreement (hereinafter referred to as Franchise Agreement) dated 9-11-12, which is incorporated herein and made a part hereof, for Franchised Solid Waste Collection and Disposal for the County of Lexington Department of Solid Waste Management in Areas 6 and 7. Scope of Contract is further amended as follows: The "COMPANY", shall provide backyard services to customers as specified in the Franchise Agreement with the exception of customers, whom after review by the Director of Solid Waste Management, are deemed to cause an undue hardship to the Company.

2. **Term of Contract.** The term of this contract shall commence on October 1, 2013 and shall continue for a period of five (5) years. If Lexington County Council approves mandatory curbside collection service within all or a portion of the contracted area during the term of the contract, the County will first attempt to negotiate for continued service with the current service provider. If the County and current service provider are not able to reach an agreement for Mandatory service and costs of those services, the County may procure collection services within the area or a portion of the contracted area from other service providers and this Contract for all or that portion of the area will terminate with no further liabilities for service by the service provider or payment by the customer(s).

3. **Compensation.** County agrees to the schedule of charges attached hereto and incorporated herein as Exhibit "A" and, except as otherwise specified in the Franchise Agreement, there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Contractors shall pay to the County a franchise license fee based on \$1.25 per customer per quarter. Such franchise license fee shall be due and payable quarterly as specified in the Franchise Agreement.

5. **Insurance.** Company shall provide insurance as set forth in the Franchise Agreement.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this agreement.

7. **Termination.** This contract may be terminated pursuant to the Franchise Agreement.

8. **Warranty.** Company's services are warranted to be performed as detailed in the Franchise Agreement in a timely and workmanlike manner.

9. **Indemnification.** Company shall provide indemnification as set forth in the Franchise Agreement.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a

conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, and (ii) the Franchise Agreement.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 21st day of September, 2012.

WITNESSES:

David L. Eger

Angela M. Seymour
Procurement Officer

ADVANCED DISPOSAL SERVICES *Carolina's LLC*

BY: *Mark Middleton Pittman*

ITS: *Chief Marketing Officer*

COUNTY OF LEXINGTON,
SOUTH CAROLINA

BY: *Jeffrey A. Hyde*

ITS: _____

Jeffrey A. Hyde
Procurement Manager

EXHIBIT "A"

SCHEDULE OF CHARGES:

<u>Location</u>	<u>Cost per month</u>		
	<u>Curbside Service</u>	<u>Backyard Service</u> (w/ Disability Waiver)	<u>Backyard Service</u> (w/o Disability Waiver)
Areas # 6	\$23.50	\$23.50	\$47.00
Area # 7	\$20.25	20.25	40.50

STATE OF SOUTH CAROLINA	)	CONTRACT FOR FRANCHISED SOLID
	)	WASTE COLLECTION AND DISPOSAL
	)	COUNTY OF LEXINGTON
COUNTY OF LEXINGTON	)	DEPARTMENT OF SOLID WASTE MANAGEMENT

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Lexington, South Carolina 29072** (hereinafter referred to as "County"), and **Earth Waste, Inc., P.O. Box 11667, Columbia, SC 29211** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by the Lexington County Solid Waste Management Residential Curbside Franchise Agreement (hereinafter referred to as Franchise Agreement) dated 9-11-12, which is incorporated herein and made a part hereof, for Franchised Solid Waste Collection and Disposal for the County of Lexington Department of Solid Waste Management in Area 3. Scope of Contract is further amended as follows: The "COMPANY", shall provide backyard services to customers as specified in the Franchise Agreement with the exception of customers, whom after review by the Director of Solid Waste Management, are deemed to cause an undue hardship to the Company.

2. **Term of Contract.** The term of this contract shall commence on October 1, 2013 and shall continue for a period of five (5) years. If Lexington County Council approves mandatory curbside collection service within all or a portion of the contracted area during the term of the contract, the County will first attempt to negotiate for continued service with the current service provider. If the County and current service provider are not able to reach an agreement for Mandatory service and costs of those services, the County may procure collection services within the area or a portion of the contracted area from other service providers and this Contract for all or that portion of the area will terminate with no further liabilities for service by the service provider or payment by the customer(s).

3. **Compensation.** County agrees to the schedule of charges attached hereto and incorporated herein as Exhibit "A" and, except as otherwise specified in the Franchise Agreement, there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Contractors shall pay to the County a franchise license fee based on \$1.25 per customer per quarter. Such franchise license fee shall be due and payable quarterly as specified in the Franchise Agreement.

5. **Insurance.** Company shall provide insurance as set forth in the Franchise Agreement.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this agreement.

7. **Termination.** This contract may be terminated pursuant to the Franchise Agreement.

8. **Warranty.** Company's services are warranted to be performed as detailed in the Franchise Agreement in a timely and workmanlike manner.

9. **Indemnification.** Company shall provide indemnification as set forth in the Franchise Agreement.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a

conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, and (ii) the Franchise Agreement.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 21 day of September, 2012.

WITNESSES:
David L Eger

Angela M. Seymour
Procurement Officer

EARTH WASTE, INC.
BY: [Signature]
ITS: [Signature]

COUNTY OF LEXINGTON,
SOUTH CAROLINA
BY: [Signature]
ITS: [Signature]
Jeffrey A Hyde
Procurement Manager

EXHIBIT "A"

SCHEDULE OF CHARGES:

<u>Location</u>	<u>Cost per month</u>		
	<u>Curbside Service</u>	<u>Backyard Service</u> (w/ Disability Waiver)	<u>Backyard Service</u> (w/o Disability Waiver)
Area # 3	\$15.89	\$15.89	\$31.75

CURBSIDE COLLECTION FRANCHISE AGREEMENT

AREAS 3, 6 AND 7

**COUNTY OF LEXINGTON
SOLID WASTE MANAGEMENT
SEPTEMBER 11, 2012**

BOND REQUIREMENTS

1. **PERFORMANCE SURETY:** The successful Contractor must furnish within ten (10) days after written notice of acceptance of bid, a Performance Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit.

OPTION 1: PERFORMANCE BOND: The successful Contractor shall provide and pay the costs of a Performance Bond and it shall be issued in the amount equal to six (6) months anticipated revenues. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2013) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based on the same formula updated by the total customers for the quarter ending June 30. Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

Surety Bond shall be issued according to the following schedule:

<u>Bond Dates of Coverage</u>	<u>Due Date</u>
October 1, 2013 – September 30, 2014.....	September 1, 2013
October 1, 2014 – September 30, 2015.....	September 1, 2014
October 1, 2015 – September 30, 2016.....	September 1, 2015
October 1, 2016 – September 30, 2017.....	September 1, 2016
October 1, 2017 – September 30, 2018.....	September 1, 2017

OPTION 2: CERTIFICATE OF DEPOSIT: The successful Contractor shall provide to Lexington County, a Certificate of Deposit issued by a Financial Institution which is insured by the FDIC or FSLIC. The value of the Certificate must be in the amount equal to six (6) months anticipated revenues. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2013) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based on the same formula updated by the total customers for the quarter ending June 30. The Certificate shall be retained by Lexington County for the duration of the contract. In the event the Contractor defaults or contract is terminated for cause, the County shall have at its option, the right to present the Certificate for redemption. If redeemed, the County shall retain the principle of the Certificate and all accrued interest will be returned to the Contractor. The Contractor shall be responsible for all penalties incurred from early redemption.

OPTION 3: A CERTIFIED CHECK: In the amount equal to six (6) months anticipated revenue. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2013) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based on the same formula updated by the total customers for the quarter ending June 30. The Certified Check shall be retained by Lexington County until satisfactory completion of the contract.

OPTION 4: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of that shall be issued in the amount equal to six (6) months anticipated revenue. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2013) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based

on the same formula updated by the total customers for the quarter ending June 30.

GENERAL PROVISIONS

1. The County of Lexington reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220."
4. **BIDDERS QUALIFICATIONS:** Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
 - 4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner and within the schedule stipulated.
 - 4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
 - 4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
 - 4.4 A record of amicable relations with labor.
 - 4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.
 - 4.6 All bidders shall be primarily engaged in the waste collection business and shall have been actively engaged for a period of no less than one (1) year at the time of bid opening.

5. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, insurance and taxes shall be borne by the Contractor.

6. ***INSURANCE***

6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

<u>Schedule</u>	<u>Limit</u>
WORKERS COMPENSATION	Statutory
As required by the State of South Carolina.	
COMPREHENSIVE GENERAL LIABILITY	
Premises Operations	\$ 1,000,000
Contractual Liability	Single Limit
Independent Contractors	
Personal Injury	
Products - Completed Operations	
AUTOMOBILE LIABILITY	
All Owned, Non-Owned, and Hired	\$ 1,000,000 Combined

6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and

acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the Contractor's insurance as outlined above.

- 6.3 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 6.4 Contractors insurance coverage shall be primary insurance as respects the County of Lexington, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Lexington shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on another basis.
- 6.5 Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.
- 6.6 All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.
- 6.7 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".
7. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
8. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) capable of providing the service to the satisfaction of the County, whose bid meets the requirements and criteria set forth in the Invitation for Bid. Bidder may bid on one or a multiple of areas; however bidder must bid on all levels of service within an area to be considered for award. The award can be made to one or a multiple of vendors; whichever is in the best interest of the county.
 - A. Bid price will be evaluated by cost submitted for curbside service multiplied by the estimated number of current subscribers for back yard service to determine the aggregate cost of each area.
 - B. For existing contractors, past performance and customer satisfaction will be given consideration in the award criteria.
 - C. All things considered equal, tie bids will be resolved by the flip of the coin, or to the Lexington

County vendor, whichever the case may be.

9. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
10. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
11. **REJECTION:** Lexington County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the county reserves the right to purchase the services from another source, charging the contractor with any excessive costs until a new contract can be established. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The Contractor agrees to indemnify and save harmless the County of Lexington and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Department by calling 803-785-8319. Copies of all correspondence concerning this contract shall be sent to the Procurement Department, 212 South Lake Drive, Lexington, SC 29072. All change orders must be authorized in writing by the Procurement Manager. Lexington County shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case stated reasons for the failure to perform must be beyond the control, outside the reasonable expectations and without the fault or negligence of the contractor (increases in fuel and/or insurance is not applicable under this section). If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County unless it is a direct quote from the County Council, County Administrator, Procurement Manager or Director of Solid Waste Management.
7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager. The County may terminate the contract if subcontracting is done without this approval.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated.
12. **7% S.C. SALES TAX:** 7% sales tax will be added to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. *By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.*

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.
13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. *There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.*
14. **BID REQUIREMENTS:** Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Lexington County will determine if minor deviations from these features are acceptable.
15. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should

provide information sufficient enough to determine acceptability of item offered.

16. **CONTRACT:** This bid and submitted documents, when properly accepted by Lexington County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Lexington County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
18. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Lexington County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing.
19. **BID EVALUATION:** Bids received will be evaluated by the Procurement Manager or designee, and Solid Waste Management. However, based on bid total, final decision for bid award may rest with the Lexington County Council. Factors to be considered during the evaluation process include, but are not limited to:
 - A. Cost.
 - B. Qualifications, equipment requirements, reputation, driver's records, past performance and dependability of the Contractor.
20. **ARBITRATION:** Under no circumstances and with no exception will Lexington County act as arbitrator between the Contractor and any subcontractor.
21. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.

SPECIAL CONTRACTUAL TERMS AND CONDITIONS

1. **SCOPE:** The County of Lexington is soliciting competitive bids to establish a term contract for providing and delivering services and/or commodities listed herein.
2. **TERM OF CONTRACT / OPTION TO EXTEND:** The term of this contract shall be for a period of five years. The County may extend and/or re-negotiate the contract if it appears to be in the best interest of the County and is agreeable with the contracted vendor. If Lexington County approves mandatory curbside collection service within all or a portion of the contracted area during the term of the contract, the County will first attempt to negotiate for continue service with the current service provider. If the County and current service provider are not able to reach an agreement for Mandatory service and costs of those services, the County may procure collection services within the area or a portion of the contracted area from other service providers and this Contract for all or that portion of the area will terminate with no further liabilities for service by the service provider or payment by the customer(s).
3. **CONTRACT ADJUSTMENTS:** The contract base monthly service rates shall include all charges that may be incurred in fulfilling the terms of this contract, except as otherwise noted in this agreement. Should an extension be requested, written requests for said extension shall be submitted in writing by the County of Lexington not less than 180 days nor more than 270 days prior to the end of the current contract period (contract period is defined as Sixty (60) months). It will be the contractor's responsibility to submit requests for contract adjustments (if applicable). The County reserves the right to accept or decline any requested increase in cost. Requests for adjustments, including any increase in the base rate for service, shall be submitted in writing to the County 90 days prior to October 1st , accompanied by supportive documentation.

Any change in the base monthly service rates will be effective October 1 of each fiscal year in an amount equal to the change, if any, for the previous calendar year (Jan. - Dec) in the Consumer Price Index (CPI-U, U.S. Average, All Urban Customers, Percentage Change in Annual Average), as published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI increase may not exceed a maximum of 3.5 percent per year.

The County will accept or decline the requests for a contract adjustment(s), in written form, within ten (10) days following the date of the request. No increase shall be effective until approved in writing by the Procurement Manager.
4. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the County providing a sixty (60) day advance notice in writing is given to the Contractor.
 - 4.1 **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required sixty (60) day advance written notice, then the County may negotiate reasonable termination costs, if applicable.
 - 4.2 **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The sixty (60) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
 - 4.3 **Termination requirement does not apply** if contract is to terminate at the end of an established contract term.
5. **EMERGENCY REQUIREMENTS:** The county reserves the right to make emergency purchases from another source should the contractor not be able to meet requirements.
6. County requires and contractor agrees that any lawsuit or other legal proceedings that may become necessary to ensure that the provisions of this agreement between the Service Provider and The County are met or to resolve any disputes or issues regarding this agreement shall be brought before the appropriate Court. The venue shall be Lexington County.

FRANCHISED SOLID WASTE COLLECTION AND DISPOSAL REQUIREMENTS

GENERAL CONDITIONS

1. **INTENT:**

A. To establish a term contract with a vendor(s) to provide the households of the unincorporated areas of Lexington County, within established Service Area #3, 6 & 7 with curbside, or optional backyard, collection of household garbage normally generated by households, and curbside collection of yard waste and recyclable materials normally generated by households. Contract shall be in accordance with chapter fifty-four (54) article I and article II of the Lexington County Code of Ordinances and in accordance with the requirements, terms, and conditions as applicable to this invitation to bid. Its use is optional for any municipality located within the franchised areas.

2. **SCOPE:**

A. To provide scheduled once per week collection of household garbage, yard trash and recyclable items within Service Areas #3, 6 & 7. Household garbage, yard/wood waste and recyclable items shall not be co-mingled. The successful Contractor(s) will be provided an itemized listing of current subscribers in Areas #3, 6 & 7 after award of contract.

AREA	RESIDENCES (Estimated)	ESTIMATED NUMBER OF CURRENT CUSTOMERS
# 3 - LEXINGTON	13,184	4,975
#6 - POND BRANCH/PELION	13,394	729
#7 - BATESBURG NORTH OF HWY #1	5,236	371

B. The Contractor for each service area shall, on a regular basis, set aside one (1) week per quarter during which household furnishings, appliances, and other large items placed at curbside by the customer shall be removed by the Contractor. Appliances such as refrigerators shall have doors removed for safety purposes. The Contractor shall be responsible for payment of any fees for the disposal of these items as would usually be assessed against the resident. The Contractor and the customer shall enter into a separate agreement for this service and the Contractor may collect a reasonable fee for this additional service. Fee schedule for this optional service must be submitted with your bid for the first year of service and for each successive year of this agreement, not later than ten (10) business days after the anniversary of the agreement.

SPECIAL CONDITIONS

1. **DEFINITIONS:**

For the purpose of this Bid, the following words and phrases shall have the meaning respectively

ascribed to them in this section.

- A. Apartment.** A single unit within any structure containing three (3) or more attached, dwelling units.
- B. Base Monthly Service Rate.** Monthly rate for once per week curbside or back yard collection of garbage, yard waste and recyclables.
- C. Backyard Collection.** Collections from a clearly identifiable area greater than five (5) feet from the edge of the closest private or public road, usually in back of, beside of, in front of, or in a carport of the dwelling. Not at the rear of the property line.
- D. Commercial Establishment.** Any hotel, apartment, rooming house, business, industry or mobile home park (as defined in the County of Lexington Zoning Ordinance).
- E. Commercial Activity.** Any activity(s) at any residential property within the unincorporated area of Lexington County whereby solid waste is produced by any individual(s) not owning or residing at that property, or by any organization(s), or business entity(s) for the purpose of receiving monetary or in-kind payment(s) in exchange for conducting said activity(s).
- F. Contract Administrator.** The Procurement Manager is the Agent of Lexington County and its Contracting Officer. In this capacity he is responsible for the execution and management of contract administration.
- G. Contracting Officers Representative (COR).** The Director of Solid Waste Management, or designee, shall be appointed by the Contract Administrator to be the representative for assisting in administering a specific contract. COR acts as single point of contact between the Contractor and County, with the exception of the Contract Administrator. Monitors Contractor performance and compliance with specific limits of authority.
- H. Contractor.** The person, partnership, or corporation who has entered into an agreement with the County to perform solid waste collection in a specified Franchise Area.
- I. Disposal Facility.** Any facility or location where treatment, utilization, processing, or disposal of solid waste occurs.
- J. Garbage.** All waste food, paper, glass, plastic, leather, textiles, cans, and/or any other materials normally associated with common household wastes.
- K. Hazardous Materials.** Waste that is defined as hazardous by state and local law, and the South Carolina Department of Health and Environmental Control regulations.
- L. Home Occupation.** Any permitted business or occupation that operates from or in a residence and meets the criteria set forth in the Lexington County Zoning Ordinance. Such criteria may include, but is not limited to, type of business/occupation involved, number of outside employee(s), vehicular traffic generated, etc.

- M. Household Furnishing & Appliances.** Includes mattresses, furniture, televisions, appliances, etc., excludes debris from renovation and building materials, carpet, etc.
- N. Household/Residence.** One (1) or more habitable rooms which are intended to be occupied by one family with facilities for living, sleeping, cooking, and eating from which the County would collect residential solid waste.
- O. Industrial Waste.** All debris and waste products generated by industrial enterprises.
- P. Residential Property.** Property that contains residential dwelling unit(s) other than those defined above as apartments.
- Q. Recyclable Material.** Those materials which would otherwise become municipal solid waste, and which can be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products.
- R. Recycling Bin.** Containers used to store recyclable items between collections.
- S. Road, Public or Private.** Any road/street/highway that has been officially named and recorded in Lexington County. (Driveways are not considered roads.)
- T. Sanitary Landfill.** The method of disposing of refuse by placing an earth covers thereon which meets the regulatory requirements of the South Carolina Department of Health and Environmental Control.
- U. Solid Waste.** An all-inclusive term that includes garbage, refuse, and trash.
- V. Solid Waste Department.** Department of the County, headed by a Director, responsible for all issues of and related to solid waste collection and disposal and all associated operational requirements.
- W. Trash.** Household trash and garden and yard trash as defined below:
 - (1) **Household Trash.** All accumulations of materials from the operation of a household not included within the definition of garbage.
 - (2) **Yard Trash.** All accumulations of grass, leaves, small tree branches (not exceeding four (4) feet in length and four (4) inches in diameter), shrubs, vines, and other similar debris resulting from the maintenance of lawns, shrubs, gardens, and trees on residential properties.

2. **EXCLUSIVE RIGHT:**

- A. The County will grant to the Contractor based on the bid selection, the exclusive right and obligations to enter into a Contract for Services with participating citizens for the provision of residential solid waste and recycling collection services within the given service areas as defined by the County. Except that the contractor shall be bound to the provisions of this agreement, the contractor shall remain an independent contractor while providing these collection services. Participation in this collection program by residents is voluntary and eligible residents of the County may decide to enter into a Contract for

Services with the service provider. In any event, disposal of residential solid waste must comply with specifications set forth in the County of Lexington Solid Waste Ordinance(s) [Chapter 54, Lexington County Code of Ordinances, as amended].

- B. The Contractor shall collect solid waste from single-family dwellings, duplex residential households and from residences that include a lawfully operated Home Occupation or Home Business (as defined in the Lexington County Zoning Ordinance in effect at the time of consideration).
- C. It shall be unlawful for any person not authorized by the County to collect and haul residential solid waste, other than that waste arising from their own accumulation, within the service area assigned to the Contractor. However, it shall be lawful for any duly authorized homeowners association or other recognized board, association or organization within a specific physical residential area (subdivision, mobile home park, condominium and/or patio home community, controlled access community, etc.) to contract with other than the Franchise Contractor for the provision of residential service to that specific area under the following conditions (note: the County Franchise Contractor will not be required to provide any collection nor be bound to the terms of the Franchise Agreement within the specified area while these conditions are in place):
 - a. The Contract for Service is equally available to all residences within the specified area.
 - b. The board, association or organization submits to the Lexington County Director of Solid Waste Management written notification to request exemption from the Franchise Agreement. Written notification shall include the name of the company contracted for service, dates of service and a statement relieving Lexington County Solid Waste Management of any responsibility for monitoring the application of or providing assistance with activities related to that contract. In addition, notification must also include statements from the board, association or organization and the contractor acknowledging that solid waste collected under this Private Contract is a Commercial Activity and is thereby subject to tipping and other applicable fees assessed against commercial waste disposed of at the Lexington County Solid Waste Management facilities.
- D. Contractors shall **NOT** be permitted to change boundaries of collection areas or to enter into agreements with Subcontractors. Any change planned by the Contractor affecting the Customer(s) collection days of the week require 90 days written notice to the Lexington County Director of Solid Waste Management . Written notice shall include a detailed plan of route modification, plan for notification of the customers and date for implementation. At no time shall the Contractor collect waste from adjoining counties

and mix with Lexington County waste. Loads mixed with Out-of-County waste will be charged to the Contractor at the Out-of-County disposal rate (Currently \$50.20 per ton).

- E. Commercial businesses are responsible for proper storage, collection and disposal of solid waste generated by their activities.

3. **SERVICES TO BE PROVIDED:**

- A. The Contractor shall provide dependable solid waste collection and recycling service to all single family and duplex residential households electing to subscribe and pay for such services within the franchised area.
- B. The Contractor shall furnish all labor, materials, equipment and supervision to collect, transport and properly dispose of the material collected in accordance with this document. Contractor shall furnish for each customer's use one (1) minimum 95-gallon container (roll-cart type) for household garbage and (1) minimum 95 gallon container (roll-cart type) for recycling per household. The roll cart for household garbage furnished to the Customer shall prominently display the name and telephone number(s) of the contractor and will remain the property of the Contractor. The Recycling roll-cart should include the name and telephone number(s) on one side and the County Recycling Logo on the other side of the container. A list of the acceptable materials to be recycled (See Sec 4, Recycling Component, Point C) shall be embedded in the lid of the roll-cart for easy identification. The customer shall be responsible for costs related to replacing the roll carts if lost or stolen or to repair or replace the roll carts if damaged due to any reason other than normal wear or Contractor abuse.
- C. Residential solid waste shall be collected from a point not more than five (5) feet from the edge of the nearest public or private road to the resident receiving the service. Residences on corner lots may receive the service from the front or side street. **Said collections shall not begin before 6:30 a.m. and shall be completed by 7:30 p.m. on collection days with no service on Sundays, except in time of an emergency as determined by the County.**
- D. The collections of household garbage, household trash and yard trash shall be no less than once a week and collections will be scheduled for Monday through Friday (except as specified in this agreement). Household garbage and trash shall not be mixed with yard trash and each must be picked up separately. Mixed loads shall be subject to a fee equal to the per ton MSW tipping fee authorized at that time (currently \$39.45) multiplied by the **total** weight of the mixed load.
- E. Contractors shall, at the request of the customer, provide back yard collection of residential solid waste and recyclables for medically verified disabled customers at no additional charge. The Lexington County Director of Solid Waste Management, in

accordance with established Verification Policies, shall make verification of medical disability (see attached Medical Disability Verification Form, Appendix A). The Contractor shall provide, as an option, back yard collection to other customers at an **additional** cost not to exceed 100% of the cost for curbside service. In the case of back yard service, the customer shall make certain that pets and/or other impediments do not block the Contractor's access to the Roll-carts and the Contractor shall make certain that any gates utilized to access a back yard pickup are left as they were originally found. Indiscriminate shortcuts over private property such as lawns, fences, hedges, etc., will be avoided.

- F. Contractor is responsible for picking up any debris and litter spilled during handling and emptying of container(s) or use of automated collection vehicles. All collection vehicles shall be equipped with a broom, rake and shovel.
- G. All yard waste shall be placed in bags or containers, or when practical, should be bundled. Bags and containers, except those containers provided by the contractor, shall not exceed 60-gallon capacity. Leaves, weeds, grass clippings, shrub clippings, straw and other such matter shall be bagged or containerized. It is noted that the County is in the process of implementing a wood/yard waste grinding program and may require collection alterations (i.e., such as the use of paper or bio-degradable bags, roll-carts, etc.) by the contractor and residents for pick-up service. Only household garbage shall be placed in the Contractor provided roll cart. The Contractor shall be required to remove up to the equivalent of two (2) collection truck hoppers of yard waste during any single week of service. It is estimated that two (2) collection truck hoppers of yard waste shall equal the approximate amount of yard waste to occupy an area of four feet cubed (4' long X 4' wide X 4' tall). Garbage and trash generated on residential property shall be removed so long as provisions set forth in this contract are met and provided none of the prohibited items identified in paragraph "H" below are included.
- H. The Contractor shall not be required to collect the following types of solid waste under terms of this contract:
 - a. Industrial and commercial waste;
 - b. Hazardous materials;
 - c. Construction materials, except incidental materials generated in the normal upkeep of a household by the occupant;
 - d. Dirt, rocks, bricks, concrete blocks, etc;
 - e. Refuse from commercial tree cutters;
 - f. Debris from trees, cut by anyone, which exceed four (4) inches in diameter or four (4) feet in length except for Christmas trees;

- g. Dead animals or large amounts of animal waste;
 - h. Tires, batteries, vehicle parts, used oil, oil filters, paint, and any other product considered to be petroleum, oil, or lubricant related.
- I. The Contractor shall return collection containers to the area from which they were collected. Contractor provided roll carts shall be left upright with the attached lid in the open position. Customer owned containers shall be set upright and lids shall be placed on or in the cans after emptying. Cans and lids should not be thrown and shall not be left in a roadway, blocking access to a mailbox or blocking access to a driveway.
- J. Although the County will maintain County-owned roads to reasonable standards, some roads, during certain weather conditions, may not be passable for heavy solid waste collection vehicles. Under all conditions, it shall be the Contractor's responsibility to provide the necessary services for this agreement using whatever means are appropriate.
- K. The Contractor shall provide, in writing, a collection and rate schedule to each customer, the Contract Administrator, and the Director of Solid Waste Management Department. This schedule shall be adhered to throughout the year, except on the following major holidays:

New Year's Day

Independence Day

Thanksgiving Day

Christmas Day

Along with the schedule, the Contractor shall distribute prior to initiating service under this agreement the following to each customer (based on existing customer lists) and to each customer initiating service during the period of this agreement:

1. A Residential Service Agreement – This agreement shall request specific information be provided by the customer and shall serve as a Request for Service be provided by the contractor to the residence (See Appendix B),
2. A Customer and Contractor Rights and Responsibilities notification outlining solid waste and recycling collection requirements and guidelines as specified in the Franchise Agreement (See Appendix C).

The Director of Solid Waste Management or his designee shall prepare and provide to the Contractor a copy of these items for duplication and distribution by the Contractor. The method of distribution of these items shall be approved by the Director of Solid Waste Management, or designee, prior to distribution. All other brochures, flyers, letters, cards or other communications that may be distributed by the contractor to more than a single residence for any purpose related to the provision of service under this Franchise Agreement must be submitted 90 days prior to

distribution to the Director of Solid Waste Management, or designee, for approval prior to distribution.

- L. For the purposes of this agreement, Lexington County recognizes only the four (4) major holidays listed in item K. Collections normally scheduled to occur on any of these major holidays shall be made on the next day after that holiday. Scheduled collection for each subsequent day during the holiday week shall be delayed one day to accommodate the holiday. For example, collections usually scheduled to occur on Thanksgiving Day (Thursday) shall be made on the Friday after Thanksgiving. Collections normally scheduled for the Friday after Thanksgiving will be made on Saturday after Thanksgiving. Variations of this collection schedule for the holidays listed shall not occur.
- M. Unless otherwise stated in this agreement, in the event of a missed residential collection that is determined to be a valid customer complaint, collection of all solid waste from the residence shall be completed on the next business day after the complaint is made to the Contractor. If a valid complaint for a missed collection has been provided to the Contractor and he fails to make the pickup by the next business day (24 hours), the customer shall be credited the total of the month's base service rate to their next billing invoice.
- N. It shall be the Contractor's responsibility to successfully complete collection within the time period indicated in the schedule submitted. If all collection is not accomplished within the scheduled period due to weather conditions, equipment breakdown, or other factors, the Contractor shall notify the Director of Solid Waste Management, or designee, stating the reasons for non-collection. Such notification shall be made within one (1) hour of determining that a delay is likely and should include a plan to correct the problem and a projected revised schedule for completing the collection.
- O. If at any time during the life of the contract, performance does not adhere to these specifications, the contractor shall increase the workforce, tools, and/or equipment and take any other measures that are required to bring the service into conformance with these specifications. Failure of the County to direct such improvement of performance shall not relieve the Contractor of their obligations to perform the work in a manner and within the time(s) specified.
- P. Contractors shall distribute bills for payment to all customers not later than the 15th calendar day of the last month prior to the start of a new quarter (September, December, March, June) and payments from customers to the contractor shall be due before the 16th calendar day of the first month of each quarter (October, January, April, July). Customers

in delinquent payment status shall be given a written warning by the Contractor providing the customer ten (10) days to bring the account status current. If, after ten (10) days the account remains past due, the roll carts will be picked up and service to that customer will be terminated. In the event of terminated service, the Contractor may retrieve the roll carts as long as breach of peace is not violated, (i.e. the Contractor cannot enter locked property or cannot enter property if the owner instructs them to leave). The Contractor shall maintain the right to utilize the County Magistrate's Court system and charge the customer the appropriate court fee(s) as necessary in order to retrieve the roll carts or monetary compensation for the roll carts.

- Q. Should service be canceled by the customer for any reason, a fee of thirty-five (\$35.00) dollars may be charged by the Contractor to reinstate service. Reinstatement occurs when service recommences for any account that was canceled by the customer during the previous twelve (12) months, except when no current occupant (owner, lessee, or renter) of the account address resided at that address when the service was canceled. Service resumed after the thirteenth month begins shall be considered new service and shall not be subject to a reinstatement fee. However, nothing in this section shall require the Contractor to initiate or reinstate service for any resident with a delinquent past due account from that or other addresses.
- R. In the event that major storms, other weather conditions or other Acts of Nature create an increase in the amount of waste produced by the residents of the County, the Contractor shall make every reasonable effort to collect this waste in accordance with this agreement. However, even in extreme conditions, Agreement Specifications related to size and amounts of waste, especially yard waste, shall apply.
- S. SAFETY MEASURES: The Contractor shall take all necessary precautions for the safety of employees on the work site and shall maintain at all times, all necessary safeguards for the protection of the workers and general public. All waste collection personnel will be required to wear safety vests and/or reflective clothing at all times while carrying out the services specified in this agreement.

4. **RECYCLING COMPONENT:**

- A. Contractors shall provide recyclables collection service on an every other week schedule. Recyclable materials are not required to be separated by type of material. Broken glass is not acceptable. Recycling shall not be placed in paper or plastic bags. Further, recyclables cannot be co-mingled with household garbage or yard trash. Mixed loads delivered to the County Transfer Station shall be subject to a fee equal to the per ton MSW tipping fee authorized at the time (currently \$39.45/ton) multiplied by the total weight of the mixed load. All recyclable material collected will become the property of

the Contractor and shall be delivered for recycling to an acceptable Recycle Commodity Processing Facility which accepts and recycles all materials designated by the Lexington County Director of Solid Waste Management for recycling. Any costs related to collection and disposal of recycled commodities incurred by the Contractor will be the responsibility of the Contractor. Any revenues received by the Contractor for sale of recyclable materials shall be used for the benefit and deferral of cost for the Lexington County program and customers.

- B. Contractors shall provide one 95 gallon roll cart to each collection service subscriber. Additional containers requested by a subscriber shall be provided and billed to the customer at cost.
- C. The following is a minimum list of recyclable items. For further identification of recyclable items see definitions. The Director of Solid Waste Management or designee may modify the list, with concurrence of the collector.
- (1) Plastics - #1 through #7 – including bottles, jugs, jars, tubs, yogurt containers, trays & rigid plastics with no metal parts.
 - (2) Aseptic packaging – including milk, juice, soup & other food & beverage cartons.
 - (3) Newspapers including inserts
 - (4) Magazines
 - (5) Chip board such as cereal boxes, soda containers, etc.
 - (6) Cardboard
 - (7) Office paper, file folders and junk mail
 - (8) Phone books
 - (9) Aluminum
 - (10) Bi-metal cans (can lids, loose metal jar lids & steel bottle caps
 - (11) Glass Containers
- D. All materials recycled by the franchisee shall be reported to the Director of Solid Waste Management, or designee, no later than ten (10) days after the end of each month, with a fiscal year (July - June) total reported no later than August 15, following the fiscal year. Reports shall be submitted by categories and tonnage as required by South Carolina Department of Health and Environmental Control.

5. **PAYMENTS:**

Contractors shall pay to the County, an initial quarterly installment of the franchise license fee

based on \$1.25 per customer per quarter. Such franchise license fee shall be due and payable quarterly during the full term of the franchise. Franchise License Fee payments, and accompanying paper and electronic format customer lists shall be submitted to the Director of Solid Waste Management, or designee. Quarterly payment is charged based on the customer list on the last day of a quarter, and is due and payable by the 30th calendar day of the next quarter. Franchise License Fees not received by the 30th calendar day of the quarter shall be assessed a late penalty as follows:

- A. One percent (1%) of total due each day late for Day(s) 31 through day 45;
- B. All fees assessed for days 31 through 45 plus two percent (2%) of total due for each day late between Day 46 through day 60.
- C. In the event the contractor becomes greater than 60 days late in making License Fee Payment and/or Late Fee Payment, the Director of Solid Waste Management shall notify the Contract Manager of the past due status for initiation of appropriate corrective action(s) as specified in this agreement and Lexington County Procurement Policy. When appropriate, the Contract Manager, in consultation with the Director of Solid Waste Management, may negotiate an acceptable payment plan to satisfy the amount owed to the County, with interest, by the Contractor.

6. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES:

- A. The Contractor shall at all times strive to provide good Customer Service to the citizens of the County. Good Customer Service goes beyond simply collecting waste, but also includes, among other things, accurate and timely billing, prompt response to complaints and other communications and friendly, courteous personnel both in the office and on the trucks.
- B. The Contractor shall provide a toll-free telephone number for customers outside of the local calling area to contact the contractor and maintain a telephone or answering service (no voice mail or answering machines) that is operational during normal working hours, Mondays through Fridays, 8:00 a.m. to 5:00 p.m. and at other times as necessary to ensure acceptable customer service. In addition, the Contractor shall maintain a recording device operational after normal working hours for twenty-four (24) hour telephone coverage. Calls and complaints shall be responded to within 24 hours of receipt of the call or complaint. Valid complaints shall be resolved within 24 hours following notification. Weekends and holidays listed herein shall not be counted in the time requirement for a response by the Contractor. In the event the contractor determines a complaint to be not valid, the contractor shall notify the complaining customer of the reasons for that determination. In the event waste is not picked up from a residence because it is deemed by the Contractor to not meet specifications set forth in this

agreement, it shall be the duty of the Contractor to notify the resident as to why the waste was not collected and what steps must be taken to bring the waste within agreement specifications. For purposes of this section, notification to the customer may be made utilizing “mailbox or door knob hangers”, telephone, in person or other normal method of communication. The contractor may develop its own hanger, however, in all cases; prior approval of the Director of Solid Waste Management is required before any such communication method is put into place. The contractor shall be expected to document such notification as to time, date and method for future reference.

- C. The Contractor shall be fully responsible for the work and conduct of his employees and employees must be easily identifiable as employees of the contractor when providing service under this agreement. The Contractor shall give proper identification to customers as to his name, address and telephone number so that customers are fully informed about their authorized solid waste collector and identification of the Contractor shall be shown on all solid waste collection vehicles, correspondence, statements, bills, and receipts used in the normal conduct of business.
- D. At their own expense, the Contractor(s) shall:
 - (1) Obtain all necessary licenses and permits.
 - (2) Provide competent supervision.
 - (3) Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
 - (4) Obey and comply with all county laws, ordinances and regulations and maintain same in full force for the term of this contract.
- E. Each Contractor shall furnish to the Director of Solid Waste Management, or designee, located at 498 Landfill Lane, Lexington, SC 29073, a collection route schedule(s) which shall not be revised without 90 days prior approval of the Director and notification to all affected customers by the Contractor.
- F. The lists of new and existing customers resulting from this agreement will remain the property of Lexington County. Current customer list(s), including listings of customers in delinquent payment status, must be available to the County at all times. Such lists shall be furnished quarterly with payment of the Franchise License Fee and at all other times as requested by the County. Lists shall be submitted in alphabetical order by customer name within each franchise area on hard copy and on a computerized disk in Excel (or other pre-approved electronic) format, (See Appendix D).
- G. The Director of Solid Waste Management, or designee, shall maintain a file for the Contractor; and as each complaint is received, it shall be recorded in the file. The file

shall contain the identity of the complainant, the address, the nature of the complaint, and action taken. Upon receipt of a complaint, the Contract Administrator or the Director of Solid Waste Management, or designee, shall immediately notify the Contractor and the Contractor shall report back within 24 hours of the action taken.

- H. Contractor shall be required to immediately notify and furnish a copy of any violation/tickets issued by a law enforcement agency against any contractor's employee or equipment while performing the duties of this agreement. Copy of violation/ticket shall be furnished to the Director of Solid Waste Management, or designee, within 72 hours of receipt.
- I. Personnel: A fully qualified force shall be maintained throughout the period of this contract with a sufficient number of workers to perform all required services within the hours indicated by the schedule. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel shall receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall there be any soliciting or requesting of gratuities of any kind. At no time shall the collectors accept money or other gratuities offered by the resident. The County shall recommend action to be taken by Contractor and may require the Contractor to remove any employee from County routes who is wanton, negligent, or discourteous in performance of duties as outlined in the contract. Contractor is expected to make certain all drivers meet the requirements set forth in appropriate Local, State and National laws and are properly licensed for the operation of vehicles used to carry out the requirements of this agreement. County reserves the right to require and inspect driving records without notice at the discretion of the Director of Solid Waste Management, or designee.

7. **EQUIPMENT REQUIREMENTS:**

- A. The successful bidder shall provide efficient motor equipment to remove refuse from the designated areas on the days of the week specified. The Bidder shall provide a list of vehicles to be used in the performance of this contract with your bid. The list shall include the following information: manufacture, model, year, mileage and a complete list of how vehicle is equipped. All equipment listed shall be subject to inspection by the County prior to award in order to determine the suitability of the equipment in fulfilling the requirements of these specifications. The successful bidder(s) will also be asked to provide maintenance records on date of inspection. The Director of Solid Waste Management, or designee, shall schedule an inspection of the Contractor's vehicles. All vehicles are to be made available by the Contractor at one time for the inspection. In addition, the County may inspect the contractor's equipment periodically to guarantee

continuing suitability and compliance with the equipment requirements of these specifications, and if found unsuitable or in non-compliance, order the contractor to comply with same. Purchase orders for vehicles purchased but not yet received shall be provided by the Contractor at the time of the inspection along with projected delivery dates.

- (1) Vehicles must be approved by the County to determine that the vehicle(s) is in good condition and maintenance is satisfactory for the performance of this contract. If contract is not awarded due to failure of equipment inspection, bidder will forfeit bid bond.
 - (2) Truck hopper plugs shall be in place at all times. Trucks found performing collections without the appropriate plugs in the drain holes of the hopper shall be stopped from collections until hopper plugs are replaced.
 - (3) Refuse trucks shall be water-tight.
 - (4) All vehicles shall be kept in a sanitary condition, presentable and clearly marked on its exterior with the name and telephone number of the contractor.
 - (5) Equipment failure or any other problem that would result in delay of collection must be reported to the Director of Solid Waste Management, or designee, within one (1) hour of determination of problem.
 - (6) Collection vehicles shall carry litter clean-up equipment and use it in the event of spillage or breakage by collection crew.
 - (7) The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or any other approved methods which will prevent littering and spillage.
- B. The Contractor shall purchase an annual solid waste permit for each vehicle used for disposing solid waste at the Lexington County Solid Waste Transfer Station or C&D Landfill Facilities. The permit shall be issued only after the Contractor has demonstrated that the equipment to be used meets the requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display the permit on the driver side door.
- C. It shall be the Contractors responsibility to purchase and maintain an adequate supply of 95-gallon roll-cart containers for new customers or for replacement of damaged containers. **At no time should on hand supplies of containers designated for Lexington County subscribers fall below (100) 95-gallon refuse roll-carts or (100) 95 gallon recycling roll-carts.**

8. ALTERNATIVE COLLECTION AND RECYCLING PROGRAMS:

A. If the Contractor identifies an alternative method for the collection of waste and/or recyclables, such as implementation of automated collection or use of roll-carts for the collection of yard waste etc., the Contractor shall provided a proposal to the Solid Waste Management Director for review and approval.

9. DISPOSAL OF SOLID WASTE:

- A. All solid waste collected by the Contractor as a result of this agreement, with the exception of recyclables, shall be disposed of and/or delivered to such places and used for such purposes as may be ordered by the County.
- B. It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste anywhere in Lexington County except at approved sanitary landfills or other locations designated by the County.
- C. Contractors will not be required to pay a tipping fee for residential solid waste generated and collected in the contracted franchised areas and delivered to the Lexington County Solid Waste Facility except that:
- a) mixed loads will be subject to a fine equal to the appropriate per ton MSW tipping fee (currently \$39.45) multiplied by the total weight of the mixed load, and
 - b) The Contractor shall be responsible for payment of any disposal fees as would usually be assessed against the resident.

10. VIOLATION AND REVOCATION OF FRANCHISE:

- A. County Council may terminate a Franchise contract with any Contractor and/or commence appropriate legal action on behalf of the County against any such Contractor who violates or fails to comply with their contract.
- B. Records of complaints shall be logged in the office of Solid Waste Management. More than three (3) justified complaints of failure to collect in a two (2) week period, which are determined by Solid Waste Management to indicate an unsatisfactory level of service, shall result in a warning to the Contractor. Three (3) such warnings may, at the sole discretion of the county, result in default of the terms of this agreement.
- C. If the Director of Solid Waste Management, or designee, finds that a Contractor is in violation of the terms of this agreement, or any approved compliance schedule, he may notify the Contractor in writing stating the specific nature of the violation. Such Contractor shall have seven (7) days from the date of such notice to correct the violation.
- D. If any Contractor fails to correct any violation within seven (7) days after the written

notification thereof, or if the Director of Solid Waste Management, or designee, finds that a Contractor has been repeatedly committing violations, then the Director of Solid Waste Management, or designee, may submit a written report thereof to the Contract Administrator. Any such reports shall fully set forth the date and specific nature of any violation, and a copy of such report shall be sent by certified mail to the Contractor.

- E. Upon receipt of any written report of violation from the Director of Solid Waste Management, or designee, the Contract Administrator shall give written notice to the Contractor by certified mail of the time and place of a hearing before County Council. Such notification shall be made at least ten (10) days prior to the date of the hearing. The Contractor shall have the right to appear at the hearing and to be represented by Counsel. At the hearing County Council shall receive such relevant evidence and sworn testimony as may be presented on behalf of the Director of Solid Waste Management, or designee, and on behalf of the Contractor.
- F. The County Council shall consider the evidence presented at the hearing and if it finds and concludes that the Contractor is in violation of or has been repeatedly violating the contract, or its approved compliance schedule, then the County Council may by resolution take any one or more of the following actions:
 - (1) Revoke the Solid Waste Franchise contract awarded to the Contractor.
 - (2) Authorize the commencement of legal action in a court of competent jurisdiction against the Contractor on behalf of Lexington County to permanently enjoin any further violations and to compel compliance by the Contractor.
 - (3) Authorize the criminal prosecution of the Contractor and/or such persons as may be deemed appropriate.
- G. If the court should find in any legal action authorized by County Council of the Garbage, Trash and Refuse ordinance that such Contractor has failed to comply with the contract or its approved compliance schedule then the County, in addition to injunctive relief, shall also be entitled to recover from the Contractor in such action its attorney fees, court costs and all other cost and expenses of the litigation. In addition, the Contractor shall forfeit the performance bond associated with the Franchise contract involved in the litigation.

11. **INSPECTION:**

All services to be performed under this agreement shall be subject to inspection, approval and acceptance by the Director of Solid Waste Management, or designee.

12. **CUSTOMERS RESPONSIBILITIES AND RIGHTS:**

- A. Contractor shall not be required to provide solid waste collection and recycling service to any customer who fails to pay for his service or fails to comply with the requirements of this document.

- B.** It shall be the duty of customers of any residential premise to store all refuse and recyclables properly pending collection. Excess household garbage, beyond that which can be placed in Contractor provided roll cart shall be put in disposable plastic bags or other approved waste receptacles and placed alongside the roll cart containers on collection days. Yard waste such as pine straw, leaves, shrubbery clippings and grass clippings shall be properly containerized or bagged. It is noted that the County is in the process of implementing a wood/yard waste grinding program and may require collection alterations (i.e., such as use of paper or bio-degradable bags) by the contractor and residents for pick-up service. When both household garbage and yard trash are placed in bags or other receptacles, the customer shall take every effort to ensure the bags/receptacles are easily identifiable as to the type of waste they hold. Bags and containers, except those containers provided by the contractor, shall not exceed 60-gallon capacity. The Contractor shall be required to remove up to the equivalent of two (2) collection truck hoppers of yard waste during any single week of service. It is estimated that two (2) collection truck hoppers of yard waste shall equal the approximate amount of yard waste to occupy an area of four feet cubed (4' long X 4' wide X 4' tall). Only household garbage shall be placed in the Contractor provided roll cart, all other waste should be placed in bags or containers, or when necessary, should be bundled – no loose debris will be collected. Garbage and trash generated on residential property shall be removed so long as provisions set forth in this agreement are met.
- C.** Contractor shall furnish for each customer's use two (2) minimum 95-gallon container (roll-cart type) per household and customers are required to use the containers furnished by the contractor for the disposal of household garbage and collection of recyclables. The containers shall prominently display the name and telephone number(s) of the Contractor and shall be used for disposal of household garbage and recyclables only. Cost for the use of these containers is included in the monthly fee; however the contractor shall maintain ownership of both roll carts. The customer shall be responsible for costs related to replacing the roll cart(s) if they are lost or stolen or to repair the roll cart(s) if they are damaged due to any reason other than normal wear or Contractor abuse. All waste receptacles, except single-use paper or plastic bags and cardboard boxes, shall be kept clean and free of accumulated waste and shall be treated with effective insecticides, if necessary, to prevent nuisance.
- D.** Customer will be prohibited from depositing in their refuse containers any type refuse that originates outside the residential property on which that customer resides.
- E.** Customer will be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than Contractor mishandling.
- F.** Recyclables may be co-mingled in appropriate container except that glass jars and bottles

shall be separated from other recycling to ensure handler safety. Broken glass is not acceptable. Recycling shall not be put in paper or plastic bags.

- G.** The following types of solid waste are not acceptable.
- a. Industrial and commercial waste;
 - b. Hazardous materials;
 - c. Construction materials, except incidental materials generated in the normal upkeep of a household by the occupant;
 - d. Dirt, rocks, bricks, concrete blocks, etc;
 - e. Refuse from commercial tree cutters;
 - f. Debris from trees, cut by anyone, which exceeds four (4) inches in diameter or four (4) feet in length with the exception of Christmas trees which may exceed the four (4) foot length;
 - g. Dead animals or large amounts of animal waste;
 - h. Tires, batteries, vehicle parts, used oil, oil filters, paint, and any other product considered to be petroleum, oil, or lubricant related.
- H.** Lexington County strongly recommends that customers not make payments that extend beyond the quarterly billing cycle. Any changes in fees or in service provider will, whenever possible, be made to coincide with the start of a new quarterly billing cycle (October 1, January 1, April 1, July 1).
- I.** A reinstatement fee of \$35.00 may be assessed by the Contractor to reinstate service for any closed or terminated account. Reinstatement occurs when service recommences for any account that was closed by the customer or terminated by the contractor during the previous twelve (12) months, except when no current occupant (owner, lessee, or renter) of the account address resided at that address when the service was closed or terminated.
- J.** Termination of service by the customer – It is the responsibility of the customer to provide a minimum of 15 day notice to the contractor regarding termination of service for any reason. Notice may be given by mail, e-mail or by calling the contractor at their service number.
- K.** In the event a service account is closed by the customer or terminated by the contractor, the customer shall make the roll carts available for the contractor to pick up. The Contractor shall maintain the right to utilize the County Magistrate’s Court system as necessary, and charge the customer the appropriate court fee(s), in order to retrieve and/or obtain monetary compensation for the roll carts.
- L.** Contractors shall distribute bills for payment to all customers not later than the 15th calendar day of the last month prior to the start of a new quarter (September, December, March, June) and payments from customers to the contractor shall be due before the 16th calendar day of the first month of each quarter (October, January, April, July). Customers in delinquent

payment status shall be given a written warning by the Contractor providing the customer ten (10) days to bring the account status current. If, after ten (10) days the account remains past due, the roll cart may be picked up and service to that customer will be terminated. In the event of terminated service, the Contractor may retrieve the roll carts as long as breach of peace is not violated, (i.e. the Contractor cannot enter locked property or cannot enter property if the owner instructs them to leave). Should service be terminated for any reason, a fee of thirty-five (\$35.00) dollars may be charged by the Contractor to reinstate service. The Contractor shall maintain the right to utilize the County Magistrate's Court system and charge the customer the appropriate court fee(s) as necessary in order to retrieve the roll carts or monetary compensation for the roll carts.

M. At any initiation of service under this Franchise Agreement, the customer shall be required to provide certain information requested by the Contractor utilizing a County approved Residential Service Agreement. The Contractor shall be strictly prohibited from using the information provided by the customer for any purpose not directly related to the provision of service, distribution of appropriate information and collection of fees as set forth in this agreement. Other than to Lexington County Solid Waste Management, the contractor shall be expressly prohibited from making the information provided on the Residential Service Agreement available to any individual, company or other organization not in the immediate employ of the Contractor. Such individuals, companies or other organizations that are provided this information are bound by the same restrictions as the Contractor regarding use and dissemination of the information received.

Appendix A

Lexington County Solid Waste Management
David L. Eger, Director
498 Landfill Lane
Lexington, SC 29073-7831
Phone 803-755-3325 Fax 803-755-3833

MEDICAL/PHYSICAL DISABILITY VERIFICATION FORM

Franchise Curbside Collection Program

As a participant in the Lexington County Solid Waste Management Franchise Curbside Collection Program, citizens are required to put household garbage and recyclables generated at the residence into a company provided "roll carts" (each "roll cart" has a capacity of approximately 95 gallons). In addition, the "roll carts" must be placed at the curbside of the nearest public or private road/street/highway on the specified collection day. Citizens with a verifiable medical or physical disability that prevents them from meeting these requirements may submit a completed Medical/Physical Disability Verification Form to the Director of Solid Waste Management to request a waiver of the curbside requirement. With an approved waiver, the Franchise Service Provider will collect the "roll carts" containing household garbage and recycling materials from a designated location adjacent to the house at the curbside rate.

Applicant Information		
<hr/> Last Name	<hr/> First Name	<hr/> M. I.
<hr/> Street Address		
<hr/> City	<hr/> State	<hr/> Zip
<hr/> Daytime Telephone #		<hr/> Evening Telephone #
By signing below, I declare that:		
<ul style="list-style-type: none"> ▪ I am eligible for back yard collection of household garbage due to a medical or physical disability that prevents me from placing my household garbage at the curb for collection, and ▪ that no other resident at the above listed address is reasonably able or expected to satisfy the requirement of placing this household garbage at the curb. 		
<hr/> Signature		<hr/> Date
<hr/> Signature of Notary		<hr/> Date
My commission expires: _____		

Physician Information	
To be completed by Physician	
This is to certify that:	
<ul style="list-style-type: none"> ▪ I am familiar with the physical requirements necessary for the above named to place her/his roll cart at the curb, and ▪ I have completed a medical examination of the above named individual, and ▪ I, based on my medical training, have determined that she/he is unable to meet those requirements because of a medical or physical disability. 	
<hr/> Signature	<hr/> Date
<hr/> Print Name	<hr/> Professional License Number
<hr/> Address	
<hr/> City	<hr/> State <hr/> Zip
<hr/> Telephone #	<hr/> FAX #

<u>SWM OFFICE USE ONLY</u>			
<hr/> Date Received By SWM	<hr/> Follow Up By	<hr/> Date Approved	
<hr/> Franchise Service Provider	<hr/> Area Number	<hr/> Date Notified	<hr/> Date Disapproved
<hr/> Signed	<hr/> Dated	<hr/> Date Applicant Notified	

APPENDIX B

LEXINGTON COUNTY SOLID WASTE MANAGEMENT
REQUEST FOR FRANCHISE RESIDENTIAL SOLID WASTE COLLECTION SERVICE

Service Provider Name
Service Provider Mailing Address
Service Provider Telephone/Fax Numbers

Customer Name: _____

Customer Address: _____

Customer Telephone: (Home) _____ (Work) _____

Subdivision/Community: _____

Continuing Customer

New Customer

If continuing, please confirm roll cart serial numbers (printed on roll cart) _____

By signing and submitting this form, I request to participate in the Lexington County Solid Waste Management Franchise Residential Collection program. I understand that SERVICE PROVIDER is an independent, private franchisee and that I am contracting with SERVICE PROVIDER for the solid waste collection service. Further, I acknowledge that I have read the Rights and Responsibilities information provided with this request and agree to abide by those Rights and Responsibilities. I am requesting the following service (check one):

Curbside Collection

I am requesting that SERVICE PROVIDER provide service at the above residence as part of the Lexington County Solid Waste Management Franchise Residential Collections Program. I agree to pay to the SERVICE PROVIDER \$ _____ per month (plus annual CPI increases, if any) and understand that these payments will be due in quarterly (3 months) payments billed to me by SERVICE PROVIDER at the beginning of the quarter.

Backyard Collection *

I am requesting that SERVICE PROVIDER provide service at the above residence as part of the Lexington County Solid Waste Management Franchise Residential Collections Program. I agree to pay to the SERVICE PROVIDER \$ _____ per month (plus annual CPI increases, if any) and understand that these payments will be due in quarterly (3 months) payments billed to me by SERVICE PROVIDER at the beginning of the quarter. I further authorize SERVICE PROVIDER personnel to enter onto the property at the above address for the purpose of collecting household garbage and recycled materials and agree to hold SERVICE PROVIDER, its owner(s), management and personnel harmless for loss or damage that may occur as a result of normal, non-negligent activity necessary for the completion of household garbage and recycled materials collection. I also understand that backyard collection applies only to household garbage and recycled materials and that Yard trash collections are completed at curbside.

Signed: _____ Date: _____

* **Backyard Collection** is defined as collections from a clearly identifiable area greater than five (5) feet from the edge of the closest private or public road, usually in back of, beside of, in front of, or in a carport of the dwelling. Not at the rear of the property line.

For SERVICE PROVIDER use only:

Franchise Area _____ Collection Day _____ Route # _____ Roll Cart # _____

APPENDIX C

Franchise Agreement Appendix C
Customer and Contractor Rights and Responsibilities

General Program Information & Responsibilities

- Residents choosing to participate in Lexington County's Franchise Waste Collection Service will receive curbside pickup of household garbage, recyclable items and yard trash. For an additional fee, limited backyard pickup of household garbage and recyclables is available.
- The service provider will mail billing statements directly to the customer. Providers are not responsible for lost or misplaced billing statements, and customers are expected to understand that payment is necessary for continued service. Payment is due to the service provider at the beginning of each quarter. If a customer fails to pay for collection service, or does not comply with the customer responsibilities as specified in the County's Franchise Agreement, the contractor will not be required to provide collection service to that customer. Resumption of discontinued service may require a re-instatement fee.
- Recyclable items are collected every other week. 95 Gallon "roll-carts" are provided by the service provider. Recycled items may be co-mingled except that glass bottles and jars should be separated from other recyclables. Recyclable items cannot be co-mingled with household garbage or yard trash. The following items may be recycled:

Plastics #1 through #7, newspapers & inserts, magazines, chipboard, office paper, junk mail, cardboard, aluminum, clean metal cans, clean glass bottles and jars – no broken glass, no mirrors, no plate glass, no dishes or china).

- Household garbage, yard trash and recyclable items will be picked up separately. These items should be picked up between 6:30 a.m. and 7:30 p.m. on their scheduled collection day.
- Items **NOT** accepted by your collection service provider include: Industrial and commercial waste, hazardous materials, medical waste, construction materials (other than incidental materials generated from normal household upkeep by the occupant), dirt, rocks, bricks, concrete blocks, refuse from commercial tree cutters and other commercial activity, debris exceeding four inches in diameter or four feet in length, dead animals, tires, batteries, vehicle parts, used oil, oil filters, liquid paint and other products considered to be petroleum, oil or lubricant related. Items not collectable by your service provider may be accepted at one of the County Collection and Recycling Centers or the County Landfill. Call 755-3325 for additional information.
- For back yard service, fence gate(s) must be unlocked and pets must be secured by a leash or other appropriate fencing separating them from the container(s). Containers must be easily visible and readily accessible for collection.
- Commercial businesses or individuals providing any paid service at a residence are responsible for the storage, collection and disposal of waste generated by their business activities.
- **No collections will be made on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day.** Collections normally scheduled for these holidays will occur on the day after the holiday, and collections on each successive day during that week will occur on the day after the usual collection day.

Basic Service Provider Responsibilities:

- Provide in writing a general announcement of collection and rate schedules, timely & accurate billing, information defining solid waste and recycling guidelines, and route change announcements in a timely manner.

- Provide two 95 gallon or larger roll-cart containers per residence for household garbage collection and recycling. (Roll carts remain the property of the service provider – if for any reason the customer is no longer participating in this Waste Collection program, the service provider will pick up the roll carts).
- Set aside one (1) week each month during which household furnishings, appliances, and other large items, if placed at the curbside by the customer, shall be removed by the Contractor. The Contractor and the customer shall enter into a separate agreement for this service and the fee shall be in addition to normal collection costs.
- Remove all household garbage and recycling and up to 2 truck hoppers full of yard waste each week. 2 truck hoppers of yard waste are estimated to equal the waste contained in a 4 square feet area (4' w X 4' d X 4' h).
- Return collection containers to the area from which they were collected. Containers will be placed upright with attached lids closed. Gates used for access to back yard pickups will be left as they were found.
- Appropriately respond to any complaint of missed service within 24 hours of the receipt of the complaint.
- Pickup all refuse and litter resulting from collection activity, including the use of automated collection trucks.

Basic Customer Responsibilities:

- Make certain all containers are accessible for pick up. Place appropriate containers at the curbside of the nearest roadway no later than 6:30 a.m. on the day of collection. Containers should be removed from curbside no later than 7:30 pm collection day.
- Use the **roll cart containers** provided by the contractor for **household garbage and recycling materials only**. (Do not put yard trash in the roll carts.) Place excess household garbage in secured containers and/or plastic bags. Yard waste shall be properly canned, bundled or bagged. Bags shall not exceed 60-gallon capacity. Material for recycling should be placed in the recycling container provided by the contractor. Cans or other containers used to dispose of yard trash or recycling must be clearly and easily identified for that purpose.
- Contact the service provider to report a missed pickup or other complaint within 48 hours of the occurrence of the missed pickup or other complaint.
- Provide a minimum of 15 day notice to the contractor when terminating service for any reason.
- Pick-up all strewn refuse resulting from broken bags, garbage not properly prepared for collection, and/or any other causes, except contractor mishandling.

APPENDIX D

EXAMPLE CUSTOMER LISTING

ABCD COLLECTION SERVICE
 AREA 1
 SERVICE LISTING THROUGH 7/3/09

TOTAL # OF CUSTOMERS 2,830 (2,770 CURBSIDE – 60 BACKYARD)

NAME (Alpha Order)	PHYSICAL ADDRESS		MAILING ADDRESS		CITY	ZIP CODE	PHONE #	SERVICE
	#	Street Name	#	Street Name				
ARRON ART	136	KAMINER LANE	136	KAMINER LANE	LEXINGTON	29073	000-0000	CURB
ABBOTT ELIZABETH	205	SALING COURT		P.O. BOX 152	LEXINGTON	29080/82	000-0000	CURB
ABERCROMBIE BOB	128	DAWSON HILL LANE	128	DAWSON HILL LA	LEXINGTON	29073	000-0000	CURB
ABRAMS DEANNA	311	RIVER CROSSING CT	100	SAND HILLS LA	LEXINGTON	29075	000-0000	BACKYARD
ABRAMS PATRICK W	328	KELSEY GLEN STREET	328	KELSEY GLENN ST	LEXINGTON	29073	000-0000	CURB
ACKERMAN MARK	333	BARBERRY DRIVE	333	BARBERRY DRIVE	LEXINGTON	29073	000-0000	BACKYARD

STATE OF SOUTH CAROLINA	)	CONTRACT FOR FRANCHISED SOLID
	)	WASTE COLLECTION AND DISPOSAL
	)	COUNTY OF LEXINGTON
COUNTY OF LEXINGTON	)	DEPARTMENT OF SOLID WASTE MANAGEMENT

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Lexington, South Carolina 29072** (hereinafter referred to as "County"), and **Advanced Disposal Services, 49 Palmetto Court, Gaston, SC, 29063** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by the Lexington County Solid Waste Management Residential Curbside Franchise Agreement (hereinafter referred to as Franchise Agreement) dated 9-11-12, which is incorporated herein and made a part hereof, for Franchised Solid Waste Collection and Disposal for the County of Lexington Department of Solid Waste Management in Areas 1, 2, 4 and 5. Scope of Contract is further amended as follows: The "COMPANY", shall provide backyard services to customers as specified in the Franchise Agreement with the exception of customers, whom after review by the Director of Solid Waste Management, are deemed to cause an undue hardship to the Company.

2. **Term of Contract.** The term of this contract shall commence on October 1, 2014 and shall continue for a period of five (5) years. If Lexington County Council approves mandatory curbside collection service within all or a portion of the contracted area during the term of the contract, the County will first attempt to negotiate for continued service with the current service provider. If the County and current service provider are not able to reach an agreement for Mandatory service and costs of those services, the County may procure collection services within the area or a portion of the contracted area from other service providers and this Contract for all or that portion of the area will terminate with no further liabilities for service by the service provider or payment by the customer(s).

3. **Compensation.** County agrees to the schedule of charges attached hereto and incorporated herein as Exhibit "A" and, except as otherwise specified in the Franchise Agreement, there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Contractors shall pay to the County a franchise license fee based on \$1.25 per customer per quarter. Such franchise license fee shall be due and payable quarterly as specified in the Franchise Agreement.

5. **Insurance.** Company shall provide insurance as set forth in the Franchise Agreement.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this agreement.

7. **Termination.** This contract may be terminated pursuant to the Franchise Agreement.

8. **Warranty.** Company's services are warranted to be performed as detailed in the Franchise Agreement in a timely and workmanlike manner.

9. **Indemnification.** Company shall provide indemnification as set forth in the Franchise Agreement.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a

conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, and (ii) the Franchise Agreement.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this

26th day of September, 2012.

WITNESSES:

David L. Egev

Angela M. Seymour
Procurement Officer

ADVANCED DISPOSAL SERVICES *Carolina* LLC

BY: *Steph Middleton Quinn*

ITS: *Chief Marketing Officer*

COUNTY OF LEXINGTON,
SOUTH CAROLINA

BY: *Jeffrey A. Hyde*

ITS: _____

Jeffrey A. Hyde

Procurement Manager

EXHIBIT "A"

SCHEDULE OF CHARGES:

Cost per month

<u>Location</u>	<u>Curbside Service</u>	<u>Backyard Service</u> (w/ Disability Waiver)	<u>Backyard Service</u> (w/o Disability Waiver)
Areas # 1, 2, 4 & 5	\$15.95	\$15.95	\$30.45

CURBSIDE COLLECTION FRANCHISE AGREEMENT

AREAS 1, 2, 4 AND 5

**COUNTY OF LEXINGTON
SOLID WASTE MANAGEMENT
SEPTEMBER 11, 2012**

BOND REQUIREMENTS

1. **PERFORMANCE SURETY:** The successful Contractor must furnish within ten (10) days after written notice of acceptance of bid, a Performance Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit.

OPTION 1: PERFORMANCE BOND: The successful Contractor shall provide and pay the costs of a Performance Bond and it shall be issued in the amount equal to six (6) months anticipated revenues. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2014) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based on the same formula updated by the total customers for the quarter ending June 30. Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

Surety Bond shall be issued according to the following schedule:

<u>Bond Dates of Coverage</u>	<u>Due Date</u>
October 1, 2014 – September 30, 2015.....	September 1, 2014
October 1, 2015 – September 30, 2016.....	September 1, 2015
October 1, 2016 – September 30, 2017.....	September 1, 2016
October 1, 2017 – September 30, 2018.....	September 1, 2017
October 1, 2018 – September 30, 2019.....	September 1, 2018

OPTION 2: CERTIFICATE OF DEPOSIT: The successful Contractor shall provide to Lexington County, a Certificate of Deposit issued by a Financial Institution which is insured by the FDIC or FSLIC. The value of the Certificate must be in the amount equal to six (6) months anticipated revenues. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2014) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based on the same formula updated by the total customers for the quarter ending June 30. The Certificate shall be retained by Lexington County for the duration of the contract. In the event the Contractor defaults or contract is terminated for cause, the County shall have at its option, the right to present the Certificate for redemption. If redeemed, the County shall retain the principle of the Certificate and all accrued interest will be returned to the Contractor. The Contractor shall be responsible for all penalties incurred from early redemption.

OPTION 3: A CERTIFIED CHECK: In the amount equal to six (6) months anticipated revenue. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2014) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based on the same formula updated by the total customers for the quarter ending June 30. The Certified Check shall be retained by Lexington County until satisfactory completion of the contract.

OPTION 4: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of that shall be issued in the amount equal to six (6) months anticipated revenue. Anticipated monthly revenues shall be determined by taking the total number of customers reported for the area by the contractor at the end of the next to last quarter of the current agreement (that being the quarter ending June 30, 2014) multiplied by one hundred ten percent (110%), that total multiplied by the base monthly service rate per customer. Each successive year shall be based

on the same formula updated by the total customers for the quarter ending June 30.

GENERAL PROVISIONS

1. The County of Lexington reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220."
4. **BIDDERS QUALIFICATIONS:** Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
 - 4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner and within the schedule stipulated.
 - 4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
 - 4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
 - 4.4 A record of amicable relations with labor.
 - 4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.
 - 4.6 All bidders shall be primarily engaged in the waste collection business and shall have been actively engaged for a period of no less than one (1) year at the time of bid opening.
5. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, insurance and taxes shall be borne by the Contractor.
6. **INSURANCE**
 - 6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

<u>Schedule</u>	<u>Limit</u>
WORKERS COMPENSATION As required by the State of South Carolina.	Statutory
COMPREHENSIVE GENERAL LIABILITY	
Premises Operations	\$ 1,000,000 Single Limit
Contractual Liability	
Independent Contractors	
Personal Injury	
Products - Completed Operations	
AUTOMOBILE LIABILITY	
All Owned, Non-Owned, and Hired	\$ 1,000,000 Combined

- 6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be

written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the Contractor's insurance as outlined above.

- 6.3 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 6.4 Contractors insurance coverage shall be primary insurance as respects the County of Lexington, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Lexington shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on another basis.
- 6.5 Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.
- 6.6 All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.
- 6.7 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".
7. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
8. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) capable of providing the service to the satisfaction of the County, whose bid meets the requirements and criteria set forth in the Invitation for Bid. Bidder may bid on one or a multiple of areas; however bidder must bid on all levels of service within an area to be considered for award. The award can be made to one or a multiple of vendors; whichever is in the best interest of the county.
 - A. Bid price will be evaluated by cost submitted for curbside service multiplied by the estimated number of current subscribers for back yard service to determine the aggregate cost of each area.
 - B. For existing contractors, past performance and customer satisfaction will be given consideration in the award criteria.

- C. All things considered equal, tie bids will be resolved by the flip of the coin, or to the Lexington County vendor, whichever the case may be.
9. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
10. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
11. **REJECTION:** Lexington County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the county reserves the right to purchase the services from another source, charging the contractor with any excessive costs until a new contract can be established. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The Contractor agrees to indemnify and save harmless the County of Lexington and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Department by calling 803-785-8319. Copies of all correspondence concerning this contract shall be sent to the Procurement Department, 212 South Lake Drive, Lexington, SC 29072. All change orders must be authorized in writing by the Procurement Manager. Lexington County shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case stated reasons for the failure to perform must be beyond the control, outside the reasonable expectations and without the fault or negligence of the contractor (increases in fuel and/or insurance is not applicable under this section). If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County unless it is a direct quote from the County Council, County Administrator, Procurement Manager or Director of Solid Waste Management.
7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager. The County may terminate the contract if subcontracting is done without this approval.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated.
12. **7% S.C. SALES TAX:** 7% sales tax will be added to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. *By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.*

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.
13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. *There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.*
14. **BID REQUIREMENTS:** Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Lexington County will determine if minor deviations from these features are acceptable.
15. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation

of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.

16. **CONTRACT:** This bid and submitted documents, when properly accepted by Lexington County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Lexington County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
18. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Lexington County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing.
19. **BID EVALUATION:** Bids received will be evaluated by the Procurement Manager or designee, and Solid Waste Management. However, based on bid total, final decision for bid award may rest with the Lexington County Council. Factors to be considered during the evaluation process include, but are not limited to:
 - A. Cost.
 - B. Qualifications, equipment requirements, reputation, driver's records, past performance and dependability of the Contractor.
20. **ARBITRATION:** Under no circumstances and with no exception will Lexington County act as arbitrator between the Contractor and any subcontractor.
21. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.

SPECIAL CONTRACTUAL TERMS AND CONDITIONS

1. **SCOPE:** The County of Lexington is soliciting competitive bids to establish a term contract for providing and delivering services and/or commodities listed herein.
2. **TERM OF CONTRACT / OPTION TO EXTEND:** The term of this contract shall be for a period of five years. The County may extend and/or re-negotiate the contract if it appears to be in the best interest of the County and is agreeable with the contracted vendor. If Lexington County approves mandatory curbside collection service within all or a portion of the contracted area during the term of the contract, the County will first attempt to negotiate for continue service with the current service provider. If the County and current service provider are not able to reach an agreement for Mandatory service and costs of those services, the County may procure collection services within the area or a portion of the contracted area from other service providers and this Contract for all or that portion of the area will terminate with no further liabilities for service by the service provider or payment by the customer(s).
3. **CONTRACT ADJUSTMENTS:** The contract base monthly service rates shall include all charges that may be incurred in fulfilling the terms of this contract, except as otherwise noted in this agreement. Should an extension be requested, written requests for said extension shall be submitted in writing by the County of Lexington not less than 180 days nor more than 270 days prior to the end of the current contract period (contract period is defined as Sixty (60) months). It will be the contractor's responsibility to submit requests for contract adjustments (if applicable). The County reserves the right to accept or decline any requested increase in cost. Requests for adjustments, including any increase in the base rate for service, shall be submitted in writing to the County 90 days prior to October 1st , accompanied by supportive documentation.

Any change in the base monthly service rates will be effective October 1 of each fiscal year in an amount equal to the change, if any, for the previous calendar year (Jan. - Dec) in the Consumer Price Index (CPI-U, U.S. Average, All Urban Customers, Percentage Change in Annual Average), as published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI increase may not exceed a maximum of 3.5 percent per year.

The County will accept or decline the requests for a contract adjustment(s), in written form, within ten (10) days following the date of the request. No increase shall be effective until approved in writing by the Procurement Manager.

4. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the County providing a sixty (60) day advance notice in writing is given to the Contractor.
 - 4.1 **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required sixty (60) day advance written notice, then the County may negotiate reasonable termination costs, if applicable.
 - 4.2 **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The sixty (60) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
 - 4.3 Termination requirement does not apply if contract is to terminate at the end of an established contract term.
5. **EMERGENCY REQUIREMENTS:** The county reserves the right to make emergency purchases from another source should the contractor not be able to meet requirements.
6. County requires and contractor agrees that any lawsuit or other legal proceedings that may become necessary to ensure that the provisions of this agreement between the Service Provider and The County are met or to resolve any disputes or issues regarding this agreement shall be brought before the appropriate Court. The venue shall be Lexington County.

FRANCHISED SOLID WASTE COLLECTION AND DISPOSAL REQUIREMENTS

GENERAL CONDITIONS

1. INTENT:

A. To establish a term contract with a vendor(s) to provide the households of the unincorporated areas of Lexington County, within established Service Area #3, with curbside, or optional backyard, collection of household garbage normally generated by households, and curbside collection of yard waste and recyclable materials normally generated by households. Contract shall be in accordance with chapter fifty-four (54) article I and article II of the Lexington County Code of Ordinances and in accordance with the requirements, terms, and conditions as applicable to this invitation to bid. Its use is optional for any municipality located within the franchised areas.

2. SCOPE:

A. To provide scheduled once per week collection of household garbage, yard trash and recyclable items within Service Areas #1, 2, 4 & 5. Household garbage, yard/wood waste and recyclable items shall not be co-mingled. The successful Contractor(s) will be provided an itemized listing of current subscribers in Areas #1, 2, 4 & 5 after award of contract.

AREA	RESIDENCES (Estimated)	ESTIMATED NUMBER OF CURRENT CUSTOMERS
# 1 - CHAPIN	11,153	2,900
#2 - IRMO	7,096	4,498
#4 - WEST COLUMBIA/LEX	17,534	7,043
#5 - CAYCE/GASTON	18,850	2,154

B. The Contractor for each service area shall, on a regular basis, set aside one (1) week per quarter during which household furnishings, appliances, and other large items placed at curbside by the customer shall be removed by the Contractor. Appliances such as refrigerators shall have doors removed for safety purposes. The Contractor shall be responsible for payment of any fees for the disposal of these items as would usually be assessed against the resident. The Contractor and the customer shall enter into a separate agreement for this service and the Contractor may collect a reasonable fee for this additional service. Fee schedule for this optional service must be submitted with your bid for the first year of service and for each successive year of this agreement, not later than ten (10) business days after the anniversary of the agreement.

SPECIAL CONDITIONS

1. **DEFINITIONS:**

For the purpose of this Bid, the following words and phrases shall have the meaning respectively ascribed to them in this section.

- A. Apartment.** A single unit within any structure containing three (3) or more attached, dwelling units.
- B. Base Monthly Service Rate.** Monthly rate for once per week curbside or back yard collection of garbage, yard waste and recyclables.
- C. Backyard Collection.** Collections from a clearly identifiable area greater than five (5) feet from the edge of the closest private or public road, usually in back of, beside of, in front of, or in a carport of the dwelling. Not at the rear of the property line.
- D. Commercial Establishment.** Any hotel, apartment, rooming house, business, industry or mobile home park (as defined in the County of Lexington Zoning Ordinance).
- E. Commercial Activity.** Any activity(s) at any residential property within the unincorporated area of Lexington County whereby solid waste is produced by any individual(s) not owning or residing at that property, or by any organization(s), or business entity(s) for the purpose of receiving monetary or in-kind payment(s) in exchange for conducting said activity(s).
- F. Contract Administrator.** The Procurement Manager is the Agent of Lexington County and its Contracting Officer. In this capacity he is responsible for the execution and management of contract administration.
- G. Contracting Officers Representative (COR).** The Director of Solid Waste Management, or designee, shall be appointed by the Contract Administrator to be the representative for assisting in administering a specific contract. COR acts as single point of contact between the Contractor and County, with the exception of the Contract Administrator. Monitors Contractor performance and compliance with specific limits of authority.
- H. Contractor.** The person, partnership, or corporation who has entered into an agreement with the County to perform solid waste collection in a specified Franchise Area.
- I. Disposal Facility.** Any facility or location where treatment, utilization, processing, or disposal of solid waste occurs.
- J. Garbage.** All waste food, paper, glass, plastic, leather, textiles, cans, and/or any other materials normally associated with common household wastes.
- K. Hazardous Materials.** Waste that is defined as hazardous by state and local law, and the South Carolina Department of Health and Environmental Control regulations.

- L. Home Occupation.** Any permitted business or occupation that operates from or in a residence and meets the criteria set forth in the Lexington County Zoning Ordinance. Such criteria may include, but is not limited to, type of business/occupation involved, number of outside employee(s), vehicular traffic generated, etc.
- M. Household Furnishing & Appliances.** Includes mattresses, furniture, televisions, appliances, etc., excludes debris from renovation and building materials, carpet, etc.
- N. Household/Residence.** One (1) or more habitable rooms which are intended to be occupied by one family with facilities for living, sleeping, cooking, and eating from which the County would collect residential solid waste.
- O. Industrial Waste.** All debris and waste products generated by industrial enterprises.
- P. Residential Property.** Property that contains residential dwelling unit(s) other than those defined above as apartments.
- Q. Recyclable Material.** Those materials which would otherwise become municipal solid waste, and which can be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products.
- R. Recycling Bin.** Containers used to store recyclable items between collections.
- S. Road, Public or Private.** Any road/street/highway that has been officially named and recorded in Lexington County. (Driveways are not considered roads.)
- T. Sanitary Landfill.** The method of disposing of refuse by placing an earth covers thereon which meets the regulatory requirements of the South Carolina Department of Health and Environmental Control.
- U. Solid Waste.** An all-inclusive term that includes garbage, refuse, and trash.
- V. Solid Waste Department.** Department of the County, headed by a Director, responsible for all issues of and related to solid waste collection and disposal and all associated operational requirements.
- W. Trash.** Household trash and garden and yard trash as defined below:
 - (1) **Household Trash.** All accumulations of materials from the operation of a household not included within the definition of garbage.
 - (2) **Yard Trash.** All accumulations of grass, leaves, small tree branches (not exceeding four (4) feet in length and four (4) inches in diameter), shrubs, vines, and other similar debris resulting from the maintenance of lawns, shrubs, gardens, and trees on residential properties.

2. **EXCLUSIVE RIGHT:**

- A. The County will grant to the Contractor based on the bid selection, the exclusive right and obligations to enter into a Contract for Services with participating citizens for the provision of residential solid waste and recycling collection services within the given

service areas as defined by the County. Except that the contractor shall be bound to the provisions of this agreement, the contractor shall remain an independent contractor while providing these collection services. Participation in this collection program by residents is voluntary and eligible residents of the County may decide to enter into a Contract for Services with the service provider. In any event, disposal of residential solid waste must comply with specifications set forth in the County of Lexington Solid Waste Ordinance(s) [Chapter 54, Lexington County Code of Ordinances, as amended].

- B. The Contractor shall collect solid waste from single-family dwellings, duplex residential households and from residences that include a lawfully operated Home Occupation or Home Business (as defined in the Lexington County Zoning Ordinance in effect at the time of consideration).
- C. It shall be unlawful for any person not authorized by the County to collect and haul residential solid waste, other than that waste arising from their own accumulation, within the service area assigned to the Contractor. However, it shall be lawful for any duly authorized homeowners association or other recognized board, association or organization within a specific physical residential area (subdivision, mobile home park, condominium and/or patio home community, controlled access community, etc.) to contract with other than the Franchise Contractor for the provision of residential service to that specific area under the following conditions (note: the County Franchise Contractor will not be required to provide any collection nor be bound to the terms of the Franchise Agreement within the specified area while these conditions are in place):
 - a. The Contract for Service is equally available to all residences within the specified area.
 - b. The board, association or organization submits to the Lexington County Director of Solid Waste Management written notification to request exemption from the Franchise Agreement. Written notification shall include the name of the company contracted for service, dates of service and a statement relieving Lexington County Solid Waste Management of any responsibility for monitoring the application of or providing assistance with activities related to that contract. In addition, notification must also include statements from the board, association or organization and the contractor acknowledging that solid waste collected under this Private Contract is a Commercial Activity and is thereby subject to tipping and other applicable fees assessed against commercial waste disposed of at the Lexington County Solid Waste Management facilities.
- D. Contractors shall **NOT** be permitted to change boundaries of collection areas or to enter into agreements with Subcontractors. Any change planned by the Contractor affecting

the Customer(s) collection days of the week require 90 days written notice to the Lexington County Director of Solid Waste Management . Written notice shall include a detailed plan of route modification, plan for notification of the customers and date for implementation. At no time shall the Contractor collect waste from adjoining counties and mix with Lexington County waste. Loads mixed with Out-of-County waste will be charged to the Contractor at the Out-of-County disposal rate (Currently \$50.20 per ton).

- E. Commercial businesses are responsible for proper storage, collection and disposal of solid waste generated by their activities.

3. **SERVICES TO BE PROVIDED:**

- A. The Contractor shall provide dependable solid waste collection and recycling service to all single family and duplex residential households electing to subscribe and pay for such services within the franchised area.
- B. The Contractor shall furnish all labor, materials, equipment and supervision to collect, transport and properly dispose of the material collected in accordance with this document. Contractor shall furnish for each customer's use one (1) minimum 95-gallon container (roll-cart type) for household garbage and (1) minimum 95 gallon container (roll-cart type) for recycling per household. The roll cart for household garbage furnished to the Customer shall prominently display the name and telephone number(s) of the contractor and will remain the property of the Contractor. The Recycling roll-cart should include the name and telephone number(s) on one side and the County Recycling Logo on the other side of the container. A list of the acceptable materials to be recycled (See Sec 4, Recycling Component, Point C) shall be embedded in the lid of the roll-cart for easy identification. The customer shall be responsible for costs related to replacing the roll carts if lost or stolen or to repair or replace the roll carts if damaged due to any reason other than normal wear or Contractor abuse.
- C. Residential solid waste shall be collected from a point not more than five (5) feet from the edge of the nearest public or private road to the resident receiving the service. Residences on corner lots may receive the service from the front or side street. **Said collections shall not begin before 6:30 a.m. and shall be completed by 7:30 p.m. on collection days with no service on Sundays, except in time of an emergency as determined by the County.**
- D. The collections of household garbage, household trash and yard trash shall be no less than once a week and collections will be scheduled for Monday through Friday (except as specified in this agreement). Household garbage and trash shall not be mixed with yard trash and each must be picked up separately. Mixed loads shall be subject to a fee equal to the per ton MSW tipping fee authorized at that time (currently \$39.45) multiplied by

the **total** weight of the mixed load.

- E. Contractors shall, at the request of the customer, provide back yard collection of residential solid waste and recyclables for medically verified disabled customers at no additional charge. The Lexington County Director of Solid Waste Management, in accordance with established Verification Policies, shall make verification of medical disability (see attached Medical Disability Verification Form, Appendix A). The Contractor shall provide, as an option, back yard collection to other customers at an **additional** cost not to exceed 100% of the cost for curbside service. In the case of back yard service, the customer shall make certain that pets and/or other impediments do not block the Contractor's access to the Roll-carts and the Contractor shall make certain that any gates utilized to access a back yard pickup are left as they were originally found. Indiscriminate shortcuts over private property such as lawns, fences, hedges, etc., will be avoided.
- F. Contractor is responsible for picking up any debris and litter spilled during handling and emptying of container(s) or use of automated collection vehicles. All collection vehicles shall be equipped with a broom, rake and shovel.
- G. All yard waste shall be placed in bags or containers, or when practical, should be bundled. Bags and containers, except those containers provided by the contractor, shall not exceed 60-gallon capacity. Leaves, weeds, grass clippings, shrub clippings, straw and other such matter shall be bagged or containerized. It is noted that the County is in the process of implementing a wood/yard waste grinding program and may require collection alterations (i.e., such as the use of paper or bio-degradable bags, roll-carts, etc.) by the contractor and residents for pick-up service. Only household garbage shall be placed in the Contractor provided roll cart. The Contractor shall be required to remove up to the equivalent of two (2) collection truck hoppers of yard waste during any single week of service. It is estimated that two (2) collection truck hoppers of yard waste shall equal the approximate amount of yard waste to occupy an area of four feet cubed (4' long X 4' wide X 4' tall). Garbage and trash generated on residential property shall be removed so long as provisions set forth in this contract are met and provided none of the prohibited items identified in paragraph "H" below are included.
- H. The Contractor shall not be required to collect the following types of solid waste under terms of this contract:
 - a. Industrial and commercial waste;
 - b. Hazardous materials;
 - c. Construction materials, except incidental materials generated in the normal upkeep of a household by the occupant;

- d. Dirt, rocks, bricks, concrete blocks, etc;
 - e. Refuse from commercial tree cutters;
 - f. Debris from trees, cut by anyone, which exceed four (4) inches in diameter or four (4) feet in length except for Christmas trees;
 - g. Dead animals or large amounts of animal waste;
 - h. Tires, batteries, vehicle parts, used oil, oil filters, paint, and any other product considered to be petroleum, oil, or lubricant related.
- I. The Contractor shall return collection containers to the area from which they were collected. Contractor provided roll carts shall be left upright with the attached lid in the open position. Customer owned containers shall be set upright and lids shall be placed on or in the cans after emptying. Cans and lids should not be thrown and shall not be left in a roadway, blocking access to a mailbox or blocking access to a driveway.
- J. Although the County will maintain County-owned roads to reasonable standards, some roads, during certain weather conditions, may not be passable for heavy solid waste collection vehicles. Under all conditions, it shall be the Contractor's responsibility to provide the necessary services for this agreement using whatever means are appropriate.
- K. The Contractor shall provide, in writing, a collection and rate schedule to each customer, the Contract Administrator, and the Director of Solid Waste Management Department. This schedule shall be adhered to throughout the year, except on the following major holidays:

New Year's Day

Independence Day

Thanksgiving Day

Christmas Day

Along with the schedule, the Contractor shall distribute prior to initiating service under this agreement the following to each customer (based on existing customer lists) and to each customer initiating service during the period of this agreement:

1. A Residential Service Agreement – This agreement shall request specific information be provided by the customer and shall serve as a Request for Service be provided by the contractor to the residence (See Appendix B),
2. A Customer and Contractor Rights and Responsibilities notification outlining solid waste and recycling collection requirements and guidelines as specified in the Franchise Agreement (See Appendix C).

The Director of Solid Waste Management or his designee shall prepare and provide to the Contractor a copy of these items for duplication and distribution by the Contractor. The method of distribution of these items shall be approved by the

Director of Solid Waste Management, or designee, prior to distribution. All other brochures, flyers, letters, cards or other communications that may be distributed by the contractor to more than a single residence for any purpose related to the provision of service under this Franchise Agreement must be submitted 90 days prior to distribution to the Director of Solid Waste Management, or designee, for approval prior to distribution.

- L. For the purposes of this agreement, Lexington County recognizes only the four (4) major holidays listed in item K. Collections normally scheduled to occur on any of these major holidays shall be made on the next day after that holiday. Scheduled collection for each subsequent day during the holiday week shall be delayed one day to accommodate the holiday. For example, collections usually scheduled to occur on Thanksgiving Day (Thursday) shall be made on the Friday after Thanksgiving. Collections normally scheduled for the Friday after Thanksgiving will be made on Saturday after Thanksgiving. Variations of this collection schedule for the holidays listed shall not occur.
- M. Unless otherwise stated in this agreement, in the event of a missed residential collection that is determined to be a valid customer complaint, collection of all solid waste from the residence shall be completed on the next business day after the complaint is made to the Contractor. If a valid complaint for a missed collection has been provided to the Contractor and he fails to make the pickup by the next business day (24 hours), the customer shall be credited the total of the month's base service rate to their next billing invoice.
- N. It shall be the Contractor's responsibility to successfully complete collection within the time period indicated in the schedule submitted. If all collection is not accomplished within the scheduled period due to weather conditions, equipment breakdown, or other factors, the Contractor shall notify the Director of Solid Waste Management, or designee, stating the reasons for non-collection. Such notification shall be made within one (1) hour of determining that a delay is likely and should include a plan to correct the problem and a projected revised schedule for completing the collection.
- O. If at any time during the life of the contract, performance does not adhere to these specifications, the contractor shall increase the workforce, tools, and/or equipment and take any other measures that are required to bring the service into conformance with these specifications. Failure of the County to direct such improvement of performance shall not relieve the Contractor of their obligations to perform the work in a manner and within the time(s) specified.

- P. Contractors shall distribute bills for payment to all customers not later than the 15th calendar day of the last month prior to the start of a new quarter (September, December, March, June) and payments from customers to the contractor shall be due before the 16th calendar day of the first month of each quarter (October, January, April, July). Customers in delinquent payment status shall be given a written warning by the Contractor providing the customer ten (10) days to bring the account status current. If, after ten (10) days the account remains past due, the roll carts will be picked up and service to that customer will be terminated. In the event of terminated service, the Contractor may retrieve the roll carts as long as breach of peace is not violated, (i.e. the Contractor cannot enter locked property or cannot enter property if the owner instructs them to leave). The Contractor shall maintain the right to utilize the County Magistrate's Court system and charge the customer the appropriate court fee(s) as necessary in order to retrieve the roll carts or monetary compensation for the roll carts.
- Q. Should service be canceled by the customer for any reason, a fee of thirty-five (\$35.00) dollars may be charged by the Contractor to reinstate service. Reinstatement occurs when service recommences for any account that was canceled by the customer during the previous twelve (12) months, except when no current occupant (owner, lessee, or renter) of the account address resided at that address when the service was canceled. Service resumed after the thirteenth month begins shall be considered new service and shall not be subject to a reinstatement fee. However, nothing in this section shall require the Contractor to initiate or reinstate service for any resident with a delinquent past due account from that or other addresses.
- R. In the event that major storms, other weather conditions or other Acts of Nature create an increase in the amount of waste produced by the residents of the County, the Contractor shall make every reasonable effort to collect this waste in accordance with this agreement. However, even in extreme conditions, Agreement Specifications related to size and amounts of waste, especially yard waste, shall apply.
- S. SAFETY MEASURES: The Contractor shall take all necessary precautions for the safety of employees on the work site and shall maintain at all times, all necessary safeguards for the protection of the workers and general public. All waste collection personnel will be required to wear safety vests and/or reflective clothing at all times while carrying out the services specified in this agreement.

4. **RECYCLING COMPONENT:**

- A. Contractors shall provide recyclables collection service on an every other week schedule. Recyclable materials are not required to be separated by type of material. Broken glass is not acceptable. Recycling shall not be placed in paper or plastic bags. Further,

recyclables cannot be co-mingled with household garbage or yard trash. Mixed loads delivered to the County Transfer Station shall be subject to a fee equal to the per ton MSW tipping fee authorized at the time (currently \$39.45/ton) multiplied by the total weight of the mixed load. All recyclable material collected will become the property of the Contractor and shall be delivered for recycling to an acceptable Recycle Commodity Processing Facility which accepts and recycles all materials designated by the Lexington County Director of Solid Waste Management for recycling. Any costs related to collection and disposal of recycled commodities incurred by the Contractor will be the responsibility of the Contractor. Any revenues received by the Contractor for sale of recyclable materials shall be used for the benefit and deferral of cost for the Lexington County program and customers.

- B. Contractors shall provide one 95 gallon roll cart to each collection service subscriber. Additional containers requested by a subscriber shall be provided and billed to the customer at cost.
- C. The following is a minimum list of recyclable items. For further identification of recyclable items see definitions. The Director of Solid Waste Management or designee may modify the list, with concurrence of the collector.
 - (1) Plastics - #1 through #7 – including bottles, jugs, jars, tubs, yogurt containers, trays & rigid plastics with no metal parts.
 - (2) Aseptic packaging – including milk, juice, soup & other food & beverage cartons.
 - (3) Newspapers including inserts
 - (4) Magazines
 - (5) Chip board such as cereal boxes, soda containers, etc.
 - (6) Cardboard
 - (7) Office paper, file folders and junk mail
 - (8) Phone books
 - (9) Aluminum
 - (10) Bi-metal cans (can lids, loose metal jar lids & steel bottle caps
 - (11) Glass Containers
- D. All materials recycled by the franchisee shall be reported to the Director of Solid Waste Management, or designee, no later than ten (10) days after the end of each month, with a fiscal year (July - June) total reported no later than August 15, following the fiscal year. Reports shall be submitted by categories and tonnage as required by South Carolina Department of Health and Environmental Control.

5. **PAYMENTS:**

Contractors shall pay to the County, an initial quarterly installment of the franchise license fee based on \$1.25 per customer per quarter. Such franchise license fee shall be due and payable quarterly during the full term of the franchise. Franchise License Fee payments, and accompanying paper and electronic format customer lists shall be submitted to the Director of Solid Waste Management, or designee. Quarterly payment is charged based on the customer list on the last day of a quarter, and is due and payable by the 30th calendar day of the next quarter. Franchise License Fees not received by the 30th calendar day of the quarter shall be assessed a late penalty as follows:

- A. One percent (1%) of total due each day late for Day(s) 31 through day 45;
- B. All fees assessed for days 31 through 45 plus two percent (2%) of total due for each day late between Day 46 through day 60.
- C. In the event the contractor becomes greater than 60 days late in making License Fee Payment and/or Late Fee Payment, the Director of Solid Waste Management shall notify the Contract Manager of the past due status for initiation of appropriate corrective action(s) as specified in this agreement and Lexington County Procurement Policy. When appropriate, the Contract Manager, in consultation with the Director of Solid Waste Management, may negotiate an acceptable payment plan to satisfy the amount owed to the County, with interest, by the Contractor.

6. **CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES:**

- A. The Contractor shall at all times strive to provide good Customer Service to the citizens of the County. Good Customer Service goes beyond simply collecting waste, but also includes, among other things, accurate and timely billing, prompt response to complaints and other communications and friendly, courteous personnel both in the office and on the trucks.
- B. The Contractor shall provide a toll-free telephone number for customers outside of the local calling area to contact the contractor and maintain a telephone or answering service (no voice mail or answering machines) that is operational during normal working hours, Mondays through Fridays, 8:00 a.m. to 5:00 p.m. and at other times as necessary to ensure acceptable customer service. In addition, the Contractor shall maintain a recording device operational after normal working hours for twenty-four (24) hour telephone coverage. Calls and complaints shall be responded to within 24 hours of receipt of the call or complaint. Valid complaints shall be resolved within 24 hours following notification. Weekends and holidays listed herein shall not be counted in the time requirement for a response by the Contractor. In the event the contractor determines a complaint to be not valid, the contractor shall notify the complaining customer of the

reasons for that determination. In the event waste is not picked up from a residence because it is deemed by the Contractor to not meet specifications set forth in this agreement, it shall be the duty of the Contractor to notify the resident as to why the waste was not collected and what steps must be taken to bring the waste within agreement specifications. For purposes of this section, notification to the customer may be made utilizing “mailbox or door knob hangers”, telephone, in person or other normal method of communication. The contractor may develop its own hanger, however, in all cases; prior approval of the Director of Solid Waste Management is required before any such communication method is put into place. The contractor shall be expected to document such notification as to time, date and method for future reference.

- C. The Contractor shall be fully responsible for the work and conduct of his employees and employees must be easily identifiable as employees of the contractor when providing service under this agreement. The Contractor shall give proper identification to customers as to his name, address and telephone number so that customers are fully informed about their authorized solid waste collector and identification of the Contractor shall be shown on all solid waste collection vehicles, correspondence, statements, bills, and receipts used in the normal conduct of business.
- D. At their own expense, the Contractor(s) shall:
 - (1) Obtain all necessary licenses and permits.
 - (2) Provide competent supervision.
 - (3) Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
 - (4) Obey and comply with all county laws, ordinances and regulations and maintain same in full force for the term of this contract.
- E. Each Contractor shall furnish to the Director of Solid Waste Management, or designee, located at 498 Landfill Lane, Lexington, SC 29073, a collection route schedule(s) which shall not be revised without 90 days prior approval of the Director and notification to all affected customers by the Contractor.
- F. The lists of new and existing customers resulting from this agreement will remain the property of Lexington County. Current customer list(s), including listings of customers in delinquent payment status, must be available to the County at all times. Such lists shall be furnished quarterly with payment of the Franchise License Fee and at all other times as requested by the County. Lists shall be submitted in alphabetical order by customer name within each franchise area on hard copy and on a computerized disk in Excel (or other pre-approved electronic) format, (See Appendix D).

- G. The Director of Solid Waste Management, or designee, shall maintain a file for the Contractor; and as each complaint is received, it shall be recorded in the file. The file shall contain the identity of the complainant, the address, the nature of the complaint, and action taken. Upon receipt of a complaint, the Contract Administrator or the Director of Solid Waste Management, or designee, shall immediately notify the Contractor-and the Contractor shall report back within 24 hours of the action taken.
- H. Contractor shall be required to immediately notify and furnish a copy of any violation/tickets issued by a law enforcement agency against any contractor's employee or equipment while performing the duties of this agreement. Copy of violation/ticket shall be furnished to the Director of Solid Waste Management, or designee, within 72 hours of receipt.
- I. Personnel: A fully qualified force shall be maintained throughout the period of this contract with a sufficient number of workers to perform all required services within the hours indicated by the schedule. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel shall receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall there be any soliciting or requesting of gratuities of any kind. At no time shall the collectors accept money or other gratuities offered by the resident. The County shall recommend action to be taken by Contractor and may require the Contractor to remove any employee from County routes who is wanton, negligent, or discourteous in performance of duties as outlined in the contract. Contractor is expected to make certain all drivers meet the requirements set forth in appropriate Local, State and National laws and are properly licensed for the operation of vehicles used to carry out the requirements of this agreement. County reserves the right to require and inspect driving records without notice at the discretion of the Director of Solid Waste Management, or designee.

7. **EQUIPMENT REQUIREMENTS:**

- A. The successful bidder shall provide efficient motor equipment to remove refuse from the designated areas on the days of the week specified. The Bidder shall provide a list of vehicles to be used in the performance of this contract with your bid. The list shall include the following information: manufacture, model, year, mileage and a complete list of how vehicle is equipped. All equipment listed shall be subject to inspection by the County prior to award in order to determine the suitability of the equipment in fulfilling the requirements of these specifications. The successful bidder(s) will also be asked to provide maintenance records on date of inspection. The Director of Solid Waste Management, or designee, shall schedule an inspection of the Contractor's vehicles. All

vehicles are to be made available by the Contractor at one time for the inspection. In addition, the County may inspect the contractor's equipment periodically to guarantee continuing suitability and compliance with the equipment requirements of these specifications, and if found unsuitable or in non-compliance, order the contractor to comply with same. Purchase orders for vehicles purchased but not yet received shall be provided by the Contractor at the time of the inspection along with projected delivery dates.

- (1) Vehicles must be approved by the County to determine that the vehicle(s) is in good condition and maintenance is satisfactory for the performance of this contract. If contract is not awarded due to failure of equipment inspection, bidder will forfeit bid bond.
 - (2) Truck hopper plugs shall be in place at all times. Trucks found performing collections without the appropriate plugs in the drain holes of the hopper shall be stopped from collections until hopper plugs are replaced.
 - (3) Refuse trucks shall be water-tight.
 - (4) All vehicles shall be kept in a sanitary condition, presentable and clearly marked on its exterior with the name and telephone number of the contractor.
 - (5) Equipment failure or any other problem that would result in delay of collection must be reported to the Director of Solid Waste Management, or designee, within one (1) hour of determination of problem.
 - (6) Collection vehicles shall carry litter clean-up equipment and use it in the event of spillage or breakage by collection crew.
 - (7) The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or any other approved methods which will prevent littering and spillage.
- B. The Contractor shall purchase an annual solid waste permit for each vehicle used for disposing solid waste at the Lexington County Solid Waste Transfer Station or C&D Landfill Facilities. The permit shall be issued only after the Contractor has demonstrated that the equipment to be used meets the requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display the permit on the driver side door.
- C. It shall be the Contractors responsibility to purchase and maintain an adequate supply of 95-gallon roll-cart containers for new customers or for replacement of damaged containers. **At no time should on hand supplies of containers designated for Lexington County subscribers fall below (100) 95-gallon refuse roll-carts or (100) 95**

gallon recycling roll-carts.

8. ALTERNATIVE COLLECTION AND RECYCLING PROGRAMS:

A. If the Contractor identifies an alternative method for the collection of waste and/or recyclables, such as implementation of automated collection or use of roll-carts for the collection of yard waste etc., the Contractor shall provided a proposal to the Solid Waste Management Director for review and approval.

9. DISPOSAL OF SOLID WASTE:

- A. All solid waste collected by the Contractor as a result of this agreement, with the exception of recyclables, shall be disposed of and/or delivered to such places and used for such purposes as may be ordered by the County.
- B. It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste anywhere in Lexington County except at approved sanitary landfills or other locations designated by the County.
- C. Contractors will not be required to pay a tipping fee for residential solid waste generated and collected in the contracted franchised areas and delivered to the Lexington County Solid Waste Facility except that:
- a) mixed loads will be subject to a fine equal to the appropriate per ton MSW tipping fee (currently \$39.45) multiplied by the total weight of the mixed load, and
 - b) The Contractor shall be responsible for payment of any disposal fees as would usually be assessed against the resident.

10. VIOLATION AND REVOCATION OF FRANCHISE:

- A. County Council may terminate a Franchise contract with any Contractor and/or commence appropriate legal action on behalf of the County against any such Contractor who violates or fails to comply with their contract.
- B. Records of complaints shall be logged in the office of Solid Waste Management. More than three (3) justified complaints of failure to collect in a two (2) week period, which are determined by Solid Waste Management to indicate an unsatisfactory level of service, shall result in a warning to the Contractor. Three (3) such warnings may, at the sole discretion of the county, result in default of the terms of this agreement.
- C. If the Director of Solid Waste Management, or designee, finds that a Contractor is in violation of the terms of this agreement, or any approved compliance schedule, he may notify the Contractor in writing stating the specific nature of the violation. Such Contractor shall have seven (7) days from the date of such notice to correct the violation.
- D. If any Contractor fails to correct any violation within seven (7) days after the written

notification thereof, or if the Director of Solid Waste Management, or designee, finds that a Contractor has been repeatedly committing violations, then the Director of Solid Waste Management, or designee, may submit a written report thereof to the Contract Administrator. Any such reports shall fully set forth the date and specific nature of any violation, and a copy of such report shall be sent by certified mail to the Contractor.

- E. Upon receipt of any written report of violation from the Director of Solid Waste Management, or designee, the Contract Administrator shall give written notice to the Contractor by certified mail of the time and place of a hearing before County Council. Such notification shall be made at least ten (10) days prior to the date of the hearing. The Contractor shall have the right to appear at the hearing and to be represented by Counsel. At the hearing County Council shall receive such relevant evidence and sworn testimony as may be presented on behalf of the Director of Solid Waste Management, or designee, and on behalf of the Contractor.
- F. The County Council shall consider the evidence presented at the hearing and if it finds and concludes that the Contractor is in violation of or has been repeatedly violating the contract, or its approved compliance schedule, then the County Council may by resolution take any one or more of the following actions:
 - (1) Revoke the Solid Waste Franchise contract awarded to the Contractor.
 - (2) Authorize the commencement of legal action in a court of competent jurisdiction against the Contractor on behalf of Lexington County to permanently enjoin any further violations and to compel compliance by the Contractor.
 - (3) Authorize the criminal prosecution of the Contractor and/or such persons as may be deemed appropriate.
- G. If the court should find in any legal action authorized by County Council of the Garbage, Trash and Refuse ordinance that such Contractor has failed to comply with the contract or its approved compliance schedule then the County, in addition to injunctive relief, shall also be entitled to recover from the Contractor in such action its attorney fees, court costs and all other cost and expenses of the litigation. In addition, the Contractor shall forfeit the performance bond associated with the Franchise contract involved in the litigation.

11. **INSPECTION:**

All services to be performed under this agreement shall be subject to inspection, approval and acceptance by the Director of Solid Waste Management, or designee.

12. **CUSTOMERS RESPONSIBILITIES AND RIGHTS:**

- A. Contractor shall not be required to provide solid waste collection and recycling service to any customer who fails to pay for his service or fails to comply with the requirements of this document.

- B.** It shall be the duty of customers of any residential premise to store all refuse and recyclables properly pending collection. Excess household garbage, beyond that which can be placed in Contractor provided roll cart shall be put in disposable plastic bags or other approved waste receptacles and placed alongside the roll cart containers on collection days. Yard waste such as pine straw, leaves, shrubbery clippings and grass clippings shall be properly containerized or bagged. It is noted that the County is in the process of implementing a wood/yard waste grinding program and may require collection alterations (i.e., such as use of paper or bio-degradable bags) by the contractor and residents for pick-up service. When both household garbage and yard trash are placed in bags or other receptacles, the customer shall take every effort to ensure the bags/receptacles are easily identifiable as to the type of waste they hold. Bags and containers, except those containers provided by the contractor, shall not exceed 60-gallon capacity. The Contractor shall be required to remove up to the equivalent of two (2) collection truck hoppers of yard waste during any single week of service. It is estimated that two (2) collection truck hoppers of yard waste shall equal the approximate amount of yard waste to occupy an area of four feet cubed (4' long X 4' wide X 4' tall). Only household garbage shall be placed in the Contractor provided roll cart, all other waste should be placed in bags or containers, or when necessary, should be bundled – no loose debris will be collected. Garbage and trash generated on residential property shall be removed so long as provisions set forth in this agreement are met.
- C.** Contractor shall furnish for each customer's use two (2) minimum 95-gallon container (roll-cart type) per household and customers are required to use the containers furnished by the contractor for the disposal of household garbage and collection of recyclables. The containers shall prominently display the name and telephone number(s) of the Contractor and shall be used for disposal of household garbage and recyclables only. Cost for the use of these containers is included in the monthly fee; however the contractor shall maintain ownership of both roll carts. The customer shall be responsible for costs related to replacing the roll cart(s) if they are lost or stolen or to repair the roll cart(s) if they are damaged due to any reason other than normal wear or Contractor abuse. All waste receptacles, except single-use paper or plastic bags and cardboard boxes, shall be kept clean and free of accumulated waste and shall be treated with effective insecticides, if necessary, to prevent nuisance.
- D.** Customer will be prohibited from depositing in their refuse containers any type refuse that originates outside the residential property on which that customer resides.
- E.** Customer will be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than Contractor mishandling.
- F.** Recyclables may be co-mingled in appropriate container except that glass jars and bottles

shall be separated from other recycling to ensure handler safety. Broken glass is not acceptable. Recycling shall not be put in paper or plastic bags.

- G.** The following types of solid waste are not acceptable.
 - a. Industrial and commercial waste;
 - b. Hazardous materials;
 - c. Construction materials, except incidental materials generated in the normal upkeep of a household by the occupant;
 - d. Dirt, rocks, bricks, concrete blocks, etc;
 - e. Refuse from commercial tree cutters;
 - f. Debris from trees, cut by anyone, which exceeds four (4) inches in diameter or four (4) feet in length with the exception of Christmas trees which may exceed the four (4) foot length;
 - g. Dead animals or large amounts of animal waste;
 - h. Tires, batteries, vehicle parts, used oil, oil filters, paint, and any other product considered to be petroleum, oil, or lubricant related.
- H.** Lexington County strongly recommends that customers not make payments that extend beyond the quarterly billing cycle. Any changes in fees or in service provider will, whenever possible, be made to coincide with the start of a new quarterly billing cycle (October 1, January 1, April 1, July 1).
- I.** A reinstatement fee of \$35.00 may be assessed by the Contractor to reinstate service for any closed or terminated account. Reinstatement occurs when service recommences for any account that was closed by the customer or terminated by the contractor during the previous twelve (12) months, except when no current occupant (owner, lessee, or renter) of the account address resided at that address when the service was closed or terminated.
- J.** Termination of service by the customer – It is the responsibility of the customer to provide a minimum of 15 day notice to the contractor regarding termination of service for any reason. Notice may be given by mail, e-mail or by calling the contractor at their service number.
- K.** In the event a service account is closed by the customer or terminated by the contractor, the customer shall make the roll carts available for the contractor to pick up. The Contractor shall maintain the right to utilize the County Magistrate’s Court system as necessary, and charge the customer the appropriate court fee(s), in order to retrieve and/or obtain monetary compensation for the roll carts.
- L.** Contractors shall distribute bills for payment to all customers not later than the 15th calendar day of the last month prior to the start of a new quarter (September, December, March, June) and payments from customers to the contractor shall be due before the 16th calendar day of the first month of each quarter (October, January, April, July). Customers in delinquent

payment status shall be given a written warning by the Contractor providing the customer ten (10) days to bring the account status current. If, after ten (10) days the account remains past due, the roll cart may be picked up and service to that customer will be terminated. In the event of terminated service, the Contractor may retrieve the roll carts as long as breach of peace is not violated, (i.e. the Contractor cannot enter locked property or cannot enter property if the owner instructs them to leave). Should service be terminated for any reason, a fee of thirty-five (\$35.00) dollars may be charged by the Contractor to reinstate service. The Contractor shall maintain the right to utilize the County Magistrate's Court system and charge the customer the appropriate court fee(s) as necessary in order to retrieve the roll carts or monetary compensation for the roll carts.

- M.** At any initiation of service under this Franchise Agreement, the customer shall be required to provide certain information requested by the Contractor utilizing a County approved Residential Service Agreement. The Contractor shall be strictly prohibited from using the information provided by the customer for any purpose not directly related to the provision of service, distribution of appropriate information and collection of fees as set forth in this agreement. Other than to Lexington County Solid Waste Management, the contractor shall be expressly prohibited from making the information provided on the Residential Service Agreement available to any individual, company or other organization not in the immediate employ of the Contractor. Such individuals, companies or other organizations that are provided this information are bound by the same restrictions as the Contractor regarding use and dissemination of the information received.

Appendix A

Lexington County Solid Waste Management
David L. Eger, Director
498 Landfill Lane
Lexington, SC 29073-7831
Phone 803-755-3325 Fax 803-755-3833

MEDICAL/PHYSICAL DISABILITY VERIFICATION FORM

Franchise Curbside Collection Program

As a participant in the Lexington County Solid Waste Management Franchise Curbside Collection Program, citizens are required to put household garbage and recyclables generated at the residence into a company provided "roll carts" (each "roll cart" has a capacity of approximately 95 gallons). In addition, the "roll carts" must be placed at the curbside of the nearest public or private road/street/highway on the specified collection day. Citizens with a verifiable medical or physical disability that prevents them from meeting these requirements may submit a completed Medical/Physical Disability Verification Form to the Director of Solid Waste Management to request a waiver of the curbside requirement. With an approved waiver, the Franchise Service Provider will collect the "roll carts" containing household garbage and recycling materials from a designated location adjacent to the house at the curbside rate.

Applicant Information		
Last Name	First Name	M. I.
Street Address		
City	State	Zip
Daytime Telephone #		Evening Telephone #
By signing below, I declare that:		
<ul style="list-style-type: none"> ▪ I am eligible for back yard collection of household garbage due to a medical or physical disability that prevents me from placing my household garbage at the curb for collection, and ▪ that no other resident at the above listed address is reasonably able or expected to satisfy the requirement of placing this household garbage at the curb. 		
Signature		Date
Signature of Notary		Date
My commission expires: _____		

Physician Information	
To be completed by Physician	
This is to certify that:	
<ul style="list-style-type: none"> ▪ I am familiar with the physical requirements necessary for the above named to place her/his roll cart at the curb, and ▪ I have completed a medical examination of the above named individual, and ▪ I, based on my medical training, have determined that she/he is unable to meet those requirements because of a medical or physical disability. 	
Signature	Date
Print Name	Professional License Number
Address	
City	State
Telephone #	FAX #

<u>SWM OFFICE USE ONLY</u>		
Date Received By SWM	Follow Up By	Date Approved
Franchise Service Provider	Area Number	Date Disapproved
Signed	Dated	Date Applicant Notified

APPENDIX B

LEXINGTON COUNTY SOLID WASTE MANAGEMENT
REQUEST FOR FRANCHISE RESIDENTIAL SOLID WASTE COLLECTION SERVICE

Service Provider Name
Service Provider Mailing Address
Service Provider Telephone/Fax Numbers

Customer Name: _____

Customer Address: _____

Customer Telephone: (Home) _____ (Work) _____

Subdivision/Community: _____

Continuing Customer

New Customer

If continuing, please confirm roll cart serial numbers (printed on roll cart) _____

By signing and submitting this form, I request to participate in the Lexington County Solid Waste Management Franchise Residential Collection program. I understand that SERVICE PROVIDER is an independent, private franchisee and that I am contracting with SERVICE PROVIDER for the solid waste collection service. Further, I acknowledge that I have read the Rights and Responsibilities information provided with this request and agree to abide by those Rights and Responsibilities. I am requesting the following service (check one):

Curbside Collection

I am requesting that SERVICE PROVIDER provide service at the above residence as part of the Lexington County Solid Waste Management Franchise Residential Collections Program. I agree to pay to the SERVICE PROVIDER \$_____ per month (plus annual CPI increases, if any) and understand that these payments will be due in quarterly (3 months) payments billed to me by SERVICE PROVIDER at the beginning of the quarter.

Backyard Collection *

I am requesting that SERVICE PROVIDER provide service at the above residence as part of the Lexington County Solid Waste Management Franchise Residential Collections Program. I agree to pay to the SERVICE PROVIDER \$_____ per month (plus annual CPI increases, if any) and understand that these payments will be due in quarterly (3 months) payments billed to me by SERVICE PROVIDER at the beginning of the quarter. I further authorize SERVICE PROVIDER personnel to enter onto the property at the above address for the purpose of collecting household garbage and recycled materials and agree to hold SERVICE PROVIDER, its owner(s), management and personnel harmless for loss or damage that may occur as a result of normal, non-negligent activity necessary for the completion of household garbage and recycled materials collection. I also understand that backyard collection applies only to household garbage and recycled materials and that Yard trash collections are completed at curbside.

Signed: _____ Date: _____

* **Backyard Collection** is defined as collections from a clearly identifiable area greater than five (5) feet from the edge of the closest private or public road, usually in back of, beside of, in front of, or in a carport of the dwelling. Not at the rear of the property line.

For SERVICE PROVIDER use only:

Franchise Area _____ Collection Day _____ Route # _____ Roll Cart # _____

APPENDIX C

Franchise Agreement Appendix C
Customer and Contractor Rights and Responsibilities

General Program Information & Responsibilities

- Residents choosing to participate in Lexington County's Franchise Waste Collection Service will receive curbside pickup of household garbage, recyclable items and yard trash. For an additional fee, limited backyard pickup of household garbage and recyclables is available.
- The service provider will mail billing statements directly to the customer. Providers are not responsible for lost or misplaced billing statements, and customers are expected to understand that payment is necessary for continued service. Payment is due to the service provider at the beginning of each quarter. If a customer fails to pay for collection service, or does not comply with the customer responsibilities as specified in the County's Franchise Agreement, the contractor will not be required to provide collection service to that customer. Resumption of discontinued service may require a re-instatement fee.

- Recyclable items are collected every other week. 95 Gallon "roll-carts" are provided by the service provider. Recycled items may be co-mingled except that glass bottles and jars should be separated from other recyclables. Recyclable items cannot be co-mingled with household garbage or yard trash. The following items may be recycled:

Plastics #1 through #7, newspapers & inserts, magazines, chipboard, office paper, junk mail, cardboard, aluminum, clean metal cans, clean glass bottles and jars – no broken glass, no mirrors, no plate glass, no dishes or china).

- Household garbage, yard trash and recyclable items will be picked up separately. These items should be picked up between 6:30 a.m. and 7:30 p.m. on their scheduled collection day.
- Items **NOT** accepted by your collection service provider include: Industrial and commercial waste, hazardous materials, medical waste, construction materials (other than incidental materials generated from normal household upkeep by the occupant), dirt, rocks, bricks, concrete blocks, refuse from commercial tree cutters and other commercial activity, debris exceeding four inches in diameter or four feet in length, dead animals, tires, batteries, vehicle parts, used oil, oil filters, liquid paint and other products considered to be petroleum, oil or lubricant related. Items not collectable by your service provider may be accepted at one of the County Collection and Recycling Centers or the County Landfill. Call 755-3325 for additional information.
- For back yard service, fence gate(s) must be unlocked and pets must be secured by a leash or other appropriate fencing separating them from the container(s). Containers must be easily visible and readily accessible for collection.
- Commercial businesses or individuals providing any paid service at a residence are responsible for the storage, collection and disposal of waste generated by their business activities.
- **No collections will be made on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day.** Collections normally scheduled for these holidays will occur on the day after the holiday, and collections on each successive day during that week will occur on the day after the usual collection day.

Basic Service Provider Responsibilities:

- Provide in writing a general announcement of collection and rate schedules, timely & accurate billing, information defining solid waste and recycling guidelines, and route change announcements in a timely manner.

- Provide two 95 gallon or larger roll-cart containers per residence for household garbage collection and recycling. (Roll carts remain the property of the service provider – if for any reason the customer is no longer participating in this Waste Collection program, the service provider will pick up the roll carts).
- Set aside one (1) week each month during which household furnishings, appliances, and other large items, if placed at the curbside by the customer, shall be removed by the Contractor. The Contractor and the customer shall enter into a separate agreement for this service and the fee shall be in addition to normal collection costs.
- Remove all household garbage and recycling and up to 2 truck hoppers full of yard waste each week. 2 truck hoppers of yard waste are estimated to equal the waste contained in a 4 square feet area (4' w X 4' d X 4' h).
- Return collection containers to the area from which they were collected. Containers will be placed upright with attached lids closed. Gates used for access to back yard pickups will be left as they were found.
- Appropriately respond to any complaint of missed service within 24 hours of the receipt of the complaint.
- Pickup all refuse and litter resulting from collection activity, including the use of automated collection trucks.

Basic Customer Responsibilities:

- Make certain all containers are accessible for pick up. Place appropriate containers at the curbside of the nearest roadway no later than 6:30 a.m. on the day of collection. Containers should be removed from curbside no later than 7:30 pm collection day.
- Use the **roll cart containers** provided by the contractor **for household garbage and recycling materials only**. (Do not put yard trash in the roll carts.) Place excess household garbage in secured containers and/or plastic bags. Yard waste shall be properly canned, bundled or bagged. Bags shall not exceed 60-gallon capacity. Material for recycling should be placed in the recycling container provided by the contractor. Cans or other containers used to dispose of yard trash or recycling must be clearly and easily identified for that purpose.
- Contact the service provider to report a missed pickup or other complaint within 48 hours of the occurrence of the missed pickup or other complaint.
- Provide a minimum of 15 day notice to the contractor when terminating service for any reason.
- Pick-up all strewn refuse resulting from broken bags, garbage not properly prepared for collection, and/or any other causes, except contractor mishandling.

APPENDIX D

EXAMPLE CUSTOMER LISTING

ABCD COLLECTION SERVICE
 AREA 1
 SERVICE LISTING THROUGH 7/3/09

TOTAL # OF CUSTOMERS 2,830 (2,770 CURBSIDE – 60 BACKYARD)

NAME (Alpha Order)	PHYSICAL ADDRESS # Street Name	MAILING ADDRESS # Street Name	CITY	ZIP CODE	PHONE #	SERVICE
ARRON ART	136 KAMINER LANE	136 KAMINER LANE	LEXINGTON	29073	000-0000	CURB
ABBOTT ELIZABETH	205 SALING COURT	P.O. BOX 152	LEXINGTON	29080/82	000-0000	CURB
ABERCROMBIE BOB	128 DAWSON HILL LANE	128 DAWSON HILL LA	LEXINGTON	29073	000-0000	CURB
ABRAMS DEANNA	311 RIVER CROSSING CT	100 SAND HILLS LA	LEXINGTON	29075	000-0000	BACKYARD
ABRAMS PATRICK W	328 KELSEY GLEN STREET	328 KELSEY GLENN ST	LEXINGTON	29073	000-0000	CURB
ACKERMAN MARK	333 BARBERRY DRIVE	333 BARBERRY DRIVE	LEXINGTON	29073	000-0000	BACKYARD

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 12-14

AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the County of Lexington (hereinafter “the County”) has been asked by South Carolina Department of Transportation (hereinafter “SCDOT”) to deed certain property (approximately .32 acres) shown as Parcels A (0.29 acres) and B (0.03 acres) on the plat attached hereto to SCDOT in order to widen Columbia Avenue; and

WHEREAS, the County owns certain property located on Columbia Avenue in Lexington; and

WHEREAS, the County and SCDOT have agreed upon the sum of One Hundred Thirty-Five Thousand and no/ 100 (\$135,000.00) Dollars as a reasonable purchase price for the subject property; and

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

Section 1. The Lexington County Council hereby approves the sale, transfer and conveyance of the aforesaid parcel of land, containing 0.29 acres and 0.03 acres, shown as Parcels A and Parcels B on the plat attached hereto, to SCDOT for the consideration of One Hundred Thirty-Five Thousand and no/ 100 (\$135,000.00) Dollars.

Section 2. The Chairman of the Lexington County Council is authorized and directed to execute and deliver to SCDOT all appropriate documents for the conveyance of such property, including but not limited to a limited warranty Deed to SCDOT upon receipt of the

purchase price of One Hundred Thirty Five Thousand and no/100 (\$135,000.00) Dollars. The conveyance shall be subject to easements and restrictions of record and to all governmental ordinances and statutes.

Enacted this _____ day of _____, 2012.

William B. Banning, Sr.
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____



LOCATION MAP
SCALE 1" = 500'

WEST MAIN STREET (US-1) (R/W VARIES)

PARCEL A
0.29 ACRES

PARCEL B
0.03 ACRES

N/F
BTB EQUITIES LP
TMS# 004325-02-030

N/F
COUNTY OF LEXINGTON
TMS# 004325-02-017

N/F
RMJJ S C GENERAL PARTNERSHIP
TMS# 004325-02-026

BLACK AVE. EXTENSION
TOWN OF LEX. (66' R/W)

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	32.65'	30.00'	62.35	N82° 18' 40"W	31.06'
C2	200.22'	2812.81'	4.08	N65° 11' 35"E	200.17'
C3	15.87'	30.00'	30.31	N35° 58' 50"W	15.68'

SOUTH CAROLINA
LEXINGTON COUNTY
-- SURVEY FOR --
COUNTY OF LEXINGTON

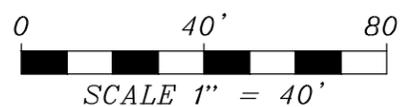
LOCATED IN THE TOWN OF LEXINGTON
THIS TRACT BEING A PORTION OF LEXINGTON COUNTY TMS# 004325-02-017

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

NOTE:
I.O. = IRON OLD
CAL PT = CALCULATED POINT
I.N. = IRON NEW # 5 REBAR

REFERENCE PLATS

- BOOK 230 PAGE 161
- BOOK 221 PAGE 161
- BOOK 240 PAGE 38
- SLID 254 PAGE 3B
- SCDOT (US 378) FILE# 32.255B



DONALD H. RUMBAUGH PLS# 10888

DRAWN BY: PD DATE: 8/14/2012

LEXINGTON COUNTY
PUBLIC WORKS
ENGINEERING DIVISION

440 BALL PARK ROAD
LEXINGTON, SOUTH CAROLINA 29072
(803) 785-8201



COMMITTEE REPORT

RE: Chapter 7 - Agreements, Bonds, and Warranties

DATE: October 12, 2012

COMMITTEE: Public Works & Solid Waste Management

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, October 9, 2012, to review the proposed final form for Chapter 7 - Agreements, Bonds, and Warranties.

Mr. Fechtel presented the final revised copy of Chapter 7 - Agreements, Bonds, and Warranties of the Land Development Manual. The South Carolina Home Builder's Association (HBA) has met with staff and approved the final form. Mr. Fechtel reported that Section 7.2.1 Financial Assurance is the only item being reserved while staff researches options for the two year warranty period for completed projects.

The Public Works Committee voted unanimously in favor to recommend to full Council to approve staff's recommendations.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Joe Mergo, County Administrator
From: Jim Starling, Engineering Assoc. III
Date: 10/17/2012
Re: City of West Columbia Enhancement Grant Match Request for FPA Enh 26-12 – Sunset Boulevard and Jarvis Klapman Boulevard Beautification Project

Attached is a request from the City of West Columbia for “local match” funds (\$36,250) for an approved SCDOT Enhancement Grant (FPA # 26-12 - Sunset Boulevard and Jarvis Klapman Boulevard Beautification Project). The total estimated project cost is \$181,250, with SCDOT funding 80% of the project not to exceed \$145,000 and West Columbia funding the 20% match portion of the project cost at \$36,250.

In the past, Lexington County has provided municipalities with “local match” funds for approved SCDOT Enhancement Grants through the “C”-Fund Program - Special Projects funding source. County Council recently approved two other enhancement grant matches for West Columbia at \$40,000 for the Triangle City Streetscape Project in September 2012 and \$108,750 for the Highway 1 Street Lighting Project in May 2012.

The Special Projects “Unclassified” account (#2700-121302-539900) currently has \$41,125 available for funding various projects. If Council approves the West Columbia match for this enhancement project, the \$36,250 will be drafted from the \$41,125, leaving a balance of \$4,875 in the Unclassified Special Projects account.

There are currently no other enhancement grant match requests.

Please have this placed on the Public Works Committee agenda for review and approval; pending approval by the Public Works Committee, report this out to the Lexington County Transportation Committee for approval.

JENNIFER T. CUNNINGHAM
City Administrator
MYRON F. CORLEY
Deputy City Administrator
MARTA M. VALENTINO, CMC
City Clerk
RICHARD K. HODGE, CPA
City Treasurer
BRIAN E. CARTER, AICP
Director of Planning & Zoning
DONNA M. SMITH
Director of Economic Development
SIDNEY F. VARN, JR., P.E.
Director of Planning and Engineering



JOSEPH W. "JOE" OWENS
Mayor
BOYD J. JONES
Mayor Pro-Tem
ABBOTT L. "ABBY" BRAY, JR.
ERIC L. FOWLER
JANEY JORDAN HALLMAN
L. DALE HARLEY
TOMMY G. PARLER
B.J. UNTHANK
TEDDY WINGARD
Council Members

City of West Columbia
Bridging Past, Present and Future

September 27, 2012

Mr. John Fechtel

Director of Public Works
Lexington County Public Works Dept.
440 Ballpark Road
Lexington, South Carolina 29072

RE: "C" Funds Enhancement Grant Matching Funds for SCDOT Project FPA 26-12

Dear John:

On September 21, 2012, the South Carolina Department of Transportation (SCDOT) and the City of West Columbia entered into an agreement regarding the Sunset & Jarvis Klapman Boulevards Beautification Project (see attached Financial Participation Agreement 24-12). The estimated cost of this project agreed to by the participants is \$181,250. SCDOT agreed to a maximum funding of 80% of the project not to exceed \$145,000, which leaves a 20% match of \$36,250.

The City of West Columbia would appreciate your assistance in obtaining approval to authorize reimbursement of the match in the amount of \$36,250 from the county's "C" Funds Enhancement Grant Matching Funds. If you need any additional information, please do not hesitate to contact me at 939-8614 or dsmith@westcolumbiasc.gov.

Thank you, again, for your assistance.

Sincerely,

Donna M. Smith
DIRECTOR, ECONOMIC DEVELOPMENT

ENCL:

- FPA 24-12

cc: Justin R. Black, CPA – City Accountant

Financial Participation Agreement & Contract
Between
South Carolina Department of Transportation
And
City of West Columbia

This Agreement executed on 21st day of September, 2012, covers the financial responsibilities of the South Carolina Department of Transportation (hereinafter "SCDOT"), and the City of West Columbia, (hereinafter "PARTICIPANT") for the below described Project:

WITNESSETH THAT:

WHEREAS, the SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the PARTICIPANT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the PARTICIPANT's functions covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the SCDOT and PARTICIPANT do hereby agree as follows:

I. DESCRIPTION:

The Sunset Boulevard at Jarvis Klapman Boulevard Beautification Project which is the subject of this Agreement is generally described as follows: Design and install landscaping, irrigation, pedestrian scaled lighting, and landscape lighting along Sunset Boulevard (US Highway 378) at Jarvis Klapman Boulevard (SC Highway 12). The approximate scope and termini of the project are as follows: Beginning at Sunset Boulevard (US 378) to Sunset Boulevard in the City of West Columbia.

Exhibit A (attached hereto and specifically made a part of this Agreement) represents additional project details and a map depicting the project area.

The project as described above shall be referred hereinafter as "the Project."

II. FUNDING:

- a. The PARTICIPANT estimates the total cost for the Project to be \$181,250.00. The total cost shall include all allowable and allocable costs for the Project. The total cost shall also include costs for oversight and administration, including but not limited to, attending public hearing(s), project location, design, other engineering services, and inspection and testing performed by SCDOT in accordance with state and federal requirements.
- b. The SCDOT's maximum share of the total cost of the Project is 80%, not to exceed the maximum amount of \$145,000.00 as authorized by the SCDOT Commission on August 17, 2011, from Enhancement funds.
- c. The PARTICIPANT is responsible for 100% of the total cost of the Project excluding SCDOT's maximum share as identified in "b" directly above.

Funding Sources	Amount	File#	PIN #	Project #
		32.041535	41535	32L22EMP12005

PROJECT SERVICES

SCDOT/Federal	\$145,000.00			
PARTICIPANT	\$ 36,250.00			
TOTAL	\$181,250.00			

III. INVOICING/PAYMENT SCHEDULE:

- a. The PARTICIPANT's share of funding for the Project is estimated at \$36,250.00. SCDOT will invoice the PARTICIPANT based on this Agreement and an executed Charge Memorandum Document (3025A) prepared at the direction of the SCDOT Project manager. The charge memorandum will have the name and address of the party to be invoiced and the amount.
- b. An invoice in the amount of \$36,250.00 will be submitted by the SCDOT Accounting/Finance Office to the PARTICIPANT approximately 30 days after execution of this Agreement. No work on the Project shall begin until payment is received.

IV. GENERAL TERMS:

- a. PERIODIC REPORTS. The SCDOT Project manager will periodically update the PARTICIPANT of the status of the Project and funds.

- b. COST UNDERRUN. In the event that total cost of the Project is less than originally estimated, SCDOT will refund any excess amount paid by the PARTICIPANT within thirty (30) days of the final completion and acceptance of the Project. Refunds will not be unreasonably withheld, denied or delayed.
- c. COST OVERRUN. If it becomes apparent that the cost of the Project will exceed the funding available, SCDOT will provide the PARTICIPANT notice prior to total expenditure of funding available and provide the estimate of funds needed to complete the Project. The PARTICIPANT shall remit to SCDOT within thirty (30) days of receipt of the notice the additional funds needed to complete the Project. No work will be completed beyond that covered by the available funds. If the PARTICIPANT does not have the additional funding needed to complete the Project, the SCDOT and the PARTICIPANT will mutually agree on a revision to the Project scope and termini that is in accordance with the available budget and maintains federal eligibility. The PARTICIPANT will be 100% responsible for the cost of overruns and SCDOT will not participate in the cost of overruns.
- d. MAINTENANCE RESPONSIBILITY. The SCDOT accepts responsibility for normal maintenance of standard transportation materials, structures and workmanship within SCDOT rights of way according to common local practices. After the Project is completed and prior to acceptance of the Project to the state system, the PARTICIPANT or their associated entity(ies) is responsible for securing an approved Encroachment Permit outlining any desired extraordinary maintenance effort on SCDOT rights of way that would include any special features or nonstandard SCDOT materials that may have been incorporated into the Project.
- e. CONFORMITY LAWS. The parties hereto agree to conform to all SCDOT, State, Federal and local laws, rules, regulations and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- f. AMENDMENTS. The PARTICIPANT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No amendment to this Agreement shall be effective or binding on any party hereto unless such amendment has been agreed to in writing by all parties hereto.
- g. REVIEWS/APPROVALS. Any and all reviews and approvals required of the parties herein shall not be unreasonably denied or withheld.
- h. TERMINATION. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform, through no fault of the terminating party in accordance with the terms herein. The party so

notified shall immediately stop work on the Project. This Agreement may also be terminated for convenience. If the services covered under this Agreement are not performed, this Agreement is then terminated. In the event of termination for convenience or for any reason each party to this Agreement is obligated on a quantum meruit basis. If the termination results in the Project not being eligible for federal participation, the PARTICIPANT will be totally responsible for all Project cost incurred prior to the termination on a quantum meruit basis.

- i. DISPUTES. All claims or disputes shall be filed with the Project manager and the parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the program manager, the PARTICIPANT may appeal the claim or dispute to SCDOT's Division Deputy Director for Construction, Engineering and Planning. The decision of the SCDOT's Division Deputy Director for Construction, Engineering and Planning in the matter shall be final and conclusive for both Parties.

- j. FUTURE CONSTRUCTION PROJECTS. The PARTICIPANT acknowledges the SCDOT's resurfacing program and other construction programs do not account for the cost of protecting and/or replacement of enhancements. This cost is the sole responsibility of the PARTICIPANT. The SCDOT will notify the PARTICIPANT prior to resurfacing or construction and provide a time period for the PARTICIPANT to provide the additional funding for one of the following:
 - 1. The additional cost to protect the enhancement; or
 - 2. The cost for SCDOT to replace the enhancement.Failure of the PARTICIPANT to provide the additional funding within the time period specified by the SCDOT will result in the SCDOT's milling and resurfacing the enhancement. The PARTICIPANT may replace the enhancement at the PARTICIPANT's expense after resurfacing by encroachment permit.

V. CONSENT OF MUNICIPALITY:

Pursuant to the South Carolina Code of Laws Section 57-5-820, if applicable, the PARTICIPANT does hereby consent to the construction of the Project within its corporate limits. The forgoing consent shall be the sole approval necessary for SCDOT to complete the Project as described in this agreement, and constitutes a waiver of any and all other requirements with regard to the construction within the PARTICIPANT's corporate limits. If the PARTICIPANT is not a municipality and the Project is within the corporate limits of a municipality, the PARTICIPANT will obtain the required consent of the municipality.

VI. SUCCESSORS AND ASSIGNS:

SCDOT and PARTICIPANT each binds itself, its successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

VII. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certification constitutes the entire Agreement between the parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf

Signed, sealed and executed for the PARTICIPANT

CITY OF WEST COLUMBIA

WITNESS:

Sandra M. Smith

By: *Jennifer J. Cunningham*

Title: *City Administrator*

Fed. ID#: *57-6001121*

Signed, sealed and executed for SCDOT

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

WITNESS:

Michelle B. Wagner

WA

By: *[Signature]*
Deputy Secretary for Engineering or Designee

REVIEWED BY:

AW

[Signature]
Deputy Secretary for Finance & Administration or Designee

RECOMMENDED:

[Signature]

Title: *Local Program Administrator*

EXHIBIT A
PROJECT DETAILS AND
PROJECT AREA MAP

B. PROJECT DESCRIPTION: "SEE ATTACHED" IS NOT ACCEPTABLE.

Describe all necessary work needed to complete the proposed project. Description should reflect only activities checked under project category:

The proposed project consists of twelve enhancement areas. Excluding Areas 8 and 9, each area will be beautified by planting a combination of eight landscape plants; Lagerstroemia 'Muskogee' (Crape Myrtle), Cupressus sempervirens (Italian Cypress), Juniperus chinensis 'Saybrook Gold' (Juniper), Rosmarinus officinalis (Rosemary), Muhlenbergia capillaris (Sweetgrass), Ruellia 'Chi Chi' (Pink Mexican Petunia), Salvia gregii 'Alba' (White Flowered Sage), and Rosa 'White Out' (White Knockout Rose). Proposed plant materials were chosen from a plant palette designed by the Riverbanks Zoo and Botanical Gardens and incorporated into the City of West Columbia's Beautification Plan. Plant materials were chosen partly because of their ability to thrive under various conditions in South Carolina. Plant materials include a variety of dimensions that allow for low-growing materials to be situated in a manner that preserves visibility triangles while higher growing materials will not interfere with existing overhead utility lines. Chosen plant materials can be incorporated into existing rights-of-way while preserving adequate motorist and pedestrian visibility. Chosen plant materials will not interfere with highway safety or traffic visibility or impair standard sight distance in any way and will comply with SCDOT standards.

The proposed project will utilize highway rights-of-way and consist of preparing design plans and specs, ground preparation and the installation of plant materials, decorative river-rock and mulch. The project also includes an irrigation system for each area that will tie into the city's existing water lines. Two-inch water lines will be installed to provide water for the irrigation system in each enhancement area. The proposed project will consist of approximately 80 different irrigation zones. Minimum road boring will be required for the irrigation system.

Landscape lighting will be installed in the largest of the 12 improvement areas, Area 5. Uplighting Muskogee Crepe Myrtles and Italian Cypress trees in Area 5 will create a dynamic and unique experience for visitors and local commuters. Electricity is available in the area for lighting and irrigation control, and this proposed project will require electrical work to include the installation of conduits, wire, devices, and panels; however, it appears that no road boring will be required to complete electrical installation.

The proposed project enhances the transportation system by extending the functionality of an existing walkway that moves large groups of people from one area to another. A component of this project is to light a pedestrian walkway along Sunset Blvd that traverses under the Jarvis Klapman Blvd overpass. This walkway is located in Areas 8 and 9. The proposed project will consist of preparing design plans and specs, electrical preparation and the installation of conduits, wire, devices, panels, and lights. Lights will be installed to the underside of the existing overpass according to specifications promulgated by the South Carolina Department of Transportation. Additionally, lighting materials will comply with photometric and visibility standards set forth in state and federal regulations. Areas 8 and 9 will also be beautified by installing a combination of landscape mulch and netting to cover the existing dirt embankment and soften and beautify the appearance under the overpass.

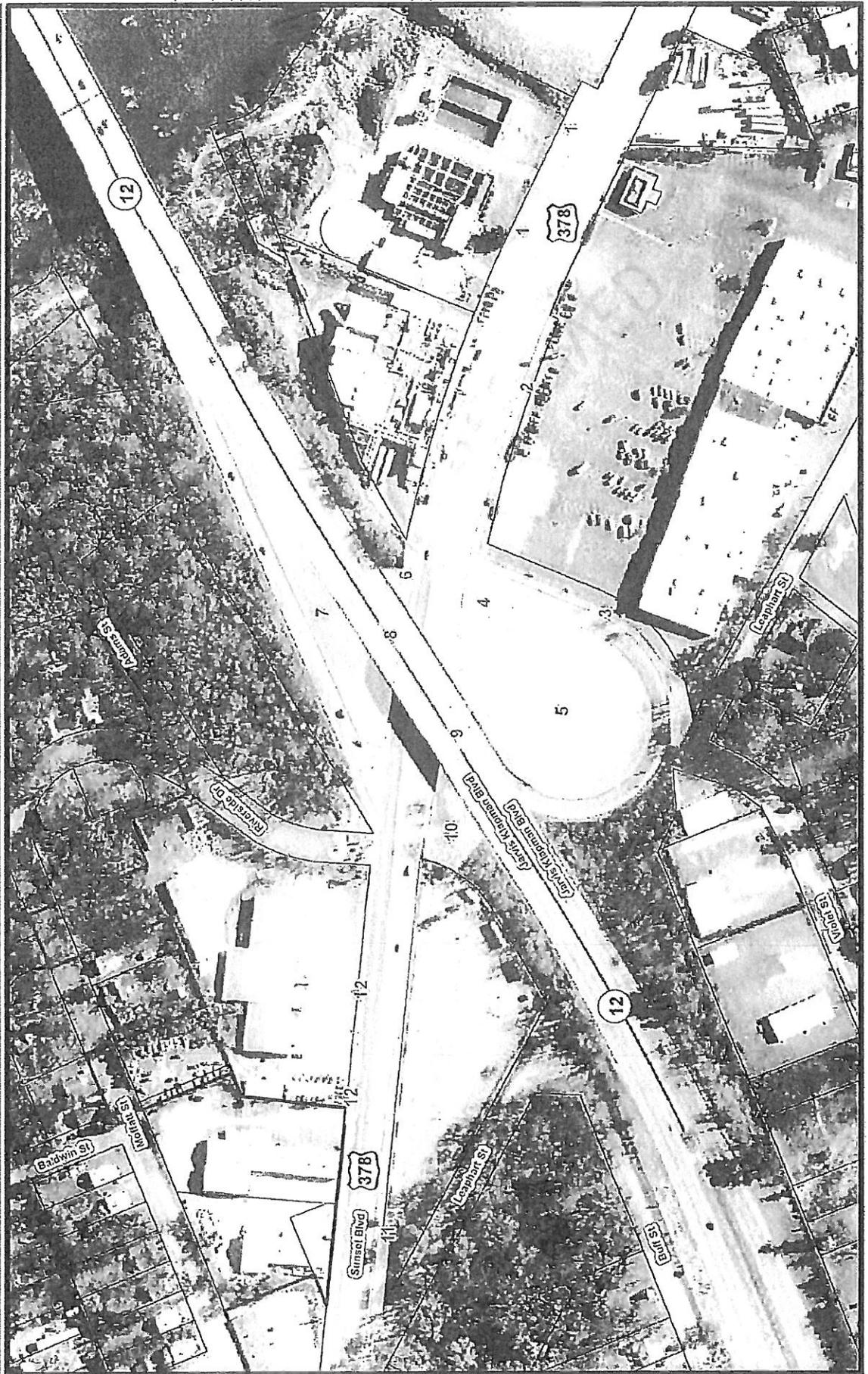
City of West Columbia
Bridging Past, Present and Future
 200 N. 12th Street
 West Columbia, SC 29169
 (803) 791-1880
www.westcolumbiasc.gov



Sunset and J. Klapman Boulevards Beautification and Intermodal Enhancement Project Area Map

Legend

-  Improvement Areas
-  Parcels
-  West Columbia City Boundary



ORDINANCE 12-11

**AN ORDINANCE TO AMEND ARTICLE III, DIVISION 2,
SECTIONS 34-92 (POWERS, DUTIES, AND AUTHORITY OF LEXINGTON
COUNTY HEALTH SERVICES DISTRICT) OF THE LEXINGTON COUNTY
CODE**

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

Section 34-92. "Powers, duties, and authority" shall be amended as follows:

(a) The Board shall have the powers, duties, and authority of a governing board of a regional health services district as set forth in S.C.Code 1976, § 44-7-2010 et seq. and shall operate and manage the Lexington County Hospital and the district's other related health care facilities. The Board shall be authorized to do all things necessary or convenient to provide and maintain adequate hospital facilities for Lexington County, including, and without limiting in any way the generality of this section, the authority to extend the services and to establish and maintain facilities of the district outside ~~the~~ Lexington County in counties contiguous to Lexington County and in Kershaw County and Sumter County, upon such terms and conditions as the Board may prescribe, preference always being given to citizens of Lexington County to the extent permitted by law or regulation. The Board shall notify the Lexington County Council prior to extending services and maintaining facilities outside of Lexington County.

This ordinance shall be effective upon date of approval.

Enacted this ____ day of _____, 2012.

Chairman, Lexington County Council

Attest:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third and Final Reading: _____

Filed w/Clerk of Court: _____

LEXINGTON COUNTY, SOUTH CAROLINA

ORDINANCE NO. 12-12

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

_____, 2012

TABLE OF CONTENTS

ARTICLE I – FINDINGS	1
Section 1.01 Findings.....	1
ARTICLE II – DEFINITIONS AND CONSTRUCTION.....	4
Section 2.01 Definitions	4
Section 2.02 Construction	6
ARTICLE III – THE BONDS	8
Section 3.01 Authorization.....	8
Section 3.02 Public Hearing.....	8
Section 3.03 Details of the Bonds	8
Section 3.04 Medium and Place of Payment.....	8
Section 3.05 Agreement to Maintain Registrar and Paying Agent	9
Section 3.06 Registration and Transfer	9
Section 3.07 Lost, Stolen, Destroyed or Defaced Bonds	10
Section 3.08 Book-Entry Only System.	10
Section 3.09 Execution and Authentication of Bonds.....	11
Section 3.10 Form of Bonds.....	12
Section 3.11 Security for Bonds.....	12
Section 3.12 Exemption from Taxation	12
Section 3.13 Payments Due on Saturdays, Sundays, and Holidays	12
ARTICLE IV – SALE OF THE BONDS.....	13
Section 4.01 Sale and Award of Bonds.....	13
Section 4.02 Official Statement and Official Notice of Sale.....	13
Section 4.03 Summary Notice of Sale.....	13
ARTICLE V – CERTAIN DELEGATIONS AND AUTHORIZATIONS	14
Section 5.01 Certain Delegations	14
Section 5.02 Authorization to Call the Series 2006B Bonds; Notice of Redemption	14
ARTICLE VI – APPLICATION OF PROCEEDS.....	15
Section 6.01 Deposit and Use of Proceeds.....	15
ARTICLE VII – DEFEASANCE	16
Section 7.01 Defeasance	16
ARTICLE VIII – MISCELLANEOUS.....	18
Section 8.01 Tax Covenants.....	18
Section 8.02 Securities Law Covenants	18
Section 8.03 Notice Pursuant to Section 11-27-40.....	18
Section 8.04 Professional Services.....	19
Section 8.05 Authorization to Execute Documents.....	19
Section 8.06 Ordinance to Constitute Contract	19
Section 8.07 General Repealer	19
EXHIBIT A – Form of the Bond	

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

ARTICLE I – FINDINGS

Section 1.01 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 (8%) of the assessed value of all taxable property of such county (the “Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15 of the South Carolina Code (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. Title 11, Chapter 27 of the South Carolina Code 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) Title 11, Chapter 15, Article 5 of the South Carolina Code (the “Refunding Act”) provides that the governing body of any issuer, including any county, may issue refunding bonds to such extent as such issuer shall be indebted by way of principal, interest and redemption premium upon any outstanding general obligation bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption.

(e) Under present market conditions, the County has determined that it will achieve interest cost savings by the issuance of refunding bonds and using the proceeds therefrom to redeem all or a portion of the County’s originally issued \$7,575,000 General Obligation Bonds, Series 2006B (Taxable Series) (the “Series 2006B Bonds”), which mature on the first day of February in the years 2013 through 2021 and which have an aggregate outstanding principal amount of \$5,575,000 (the “Refunded Bonds”).

(f) In order to provide emergency services throughout the County, the County Council has determined, at this time, to finance a portion of the costs of an emergency 911 operations center (the “EOC Project”) through the issuance of general obligation bonds. The total amount of general obligation bonds to be issued to finance such portion of the EOC Project is estimated to be \$3,000,000.

(g) In order to promote economic development within the County, the County Council has determined to finance the cost of (i) constructing certain transportation infrastructure and (ii) completing and developing certain industrial and technology parks in the County, which may include, but is not limited to, the acquisition of land and the construction of public improvements, as well as certain site work, engineering, and design services related thereto (the “Economic Development Projects” and together with the EOC Project, the “Projects”) through the issuance of general obligation bonds. The County Council hereby specifically finds and determines in connection with the accomplishment of the Economic Development Projects that:

- (i) the ultimate goal of the Economic Development Projects is to promote industrial development and thereby provide job opportunities for the citizens of the County;
- (ii) the primary beneficiaries of the Economic Development Projects will be the citizens of the County, who will enjoy an increase in job opportunities; and
- (iii) the Economic Development Projects are in the public interest and well-suited to spurring industrial development in the completed industrial and technology parks and are highly likely to provide benefits to the citizens of the County within a reasonable period.

The total amount of funds required to finance the Economic Development Projects is estimated to be \$17,000,000.

(h) The assessed value of the County for 2011, which is the last completed assessment thereof, is a sum not less than \$1,084,897,526, which produces for the County a Bonded Debt Limit of \$86,791,801. The present outstanding principal amount of general obligation debt of the County is the sum of \$37,273,176 and thus the County may issue additional general obligation debt, in the principal sum of \$49,518,626 without a referendum. Moreover, 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 which reduces the annual debt service payments as compared to the refunded debt, does not create additional debt subject to the Bonded Debt Limit. However, the sum borrowed by the County in order to defray the costs of the Projects does count against the Bonded Debt Limit. At the closing of any Series of Bonds issued to refund the Refunded Bonds pursuant to the provisions of this Ordinance, the Finance Director shall certify as to the principal sum used to effect the redemption of the Refunded Bonds as well as the principal sum issued to defray the cost of any of the Projects.

(i) 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 refunding and improvement bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina for the purposes of refunding the Refunded Bonds and raising sufficient moneys to defray the cost of the Projects.

ARTICLE II – DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions

As used in this Ordinance, unless context otherwise requires, the following terms shall have the following respective meanings.

“**Authorized Investments**” mean and include any securities which at the time of determination are legal investments for political subdivisions in the State as provided by the South Carolina Code.

“**Bond**” or “**Bonds**” means any of the Bonds of the County authorized by this Ordinance.

“**Bond Counsel**” shall mean an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

“**Bondholder**” or “**Holder**” or “**Holders of Bonds**” or “**Owner**” or similar term means, when used with respect to Bonds or a Bond, any person who shall be registered as the owner of any Bonds Outstanding.

“**Bond Payment**” means the periodic payment of principal of and interest on the Bonds.

“**Bond Payment Date**” means the date upon which the principal of and interest on the Bonds authorized by this Ordinance are due and payable.

“**Chairman**” means the Chairman of County Council.

“**Clerk to County Council**” means the Clerk to the County Council.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Corporate Trust Office**” when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“**County Administrator**” shall mean the County Administrator of the County.

“**County Auditor**” means the Auditor of the County.

“**County Council**” means the County Council of the County.

“**County Treasurer**” shall mean the Treasurer of the County.

“**Enabling Act**” means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, and Title 4, Chapter 15 and Title 11, Chapter 27 of the South Carolina Code. To the extent refunding bonds are issued, such term also includes Title 11, Chapter 15, Article 5 of the South Carolina Code.

“Escrow Agent” means a financial institution appointed by the County to hold funds for the purpose of defeasing the Bonds in accordance with Article VII of this Ordinance.

“Fiduciary” means the Paying Agent and the Registrar, including any financial institution appointed to serve as such, and their successors and assigns.

“Finance Director” shall mean the Finance Director of the County.

“Outstanding” when used in this Ordinance, with respect to the Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

(i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.09 hereof.

“Paying Agent” means any bank, trust company or national banking association which is authorized to pay the Principal Installments of or interest on any Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, if the Bonds are delivered in physical form, the Paying Agent may be the County Treasurer.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Projects” has that meaning described in Section 1.01 herein.

“Purchaser” means a purchaser of the Bond or Bonds.

“Record Date” means the fifteenth day of the month immediately preceding a Bond Payment Date.

“Refunded Bonds” shall mean the Series 2006B Bonds which mature on the first day of February in the years 2013 through 2021 and which have an aggregate outstanding principal amount of \$5,575,000.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the

Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, if the Bonds are delivered in physical form, the Registrar may be the County Treasurer.

“**Registry Books**” means the books to be kept at the offices of the Registrar for the registration and transfer of the Bonds.

“**Securities Depository**” shall mean The Depository Trust Company, New York, New York, or another recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“**Securities Depository Nominee**” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Securities Depository Nominee hereunder.

“**Series**” or “**Series of Bonds**” shall mean Bonds issued hereunder as a single issue, i.e., sold and closed on the same dates under a common designation.

“**Series 2006B Bonds**” shall mean the County’s originally issued \$7,575,000 General Obligation Bonds, Series 2006B (Taxable Series).

“**South Carolina Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**State**” means the State of South Carolina.

“**Taxable Bonds**” shall mean any Bonds that have been designated as such by the County Administrator and the Finance Director pursuant to Section 8.01(d) of this Ordinance.

Section 2.02 Construction

In this Ordinance, unless context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

ARTICLE III – THE BONDS

Section 3.01 Authorization

The issuance of not exceeding \$26,000,000 of general obligation bonds of the County (the “Bonds”) is hereby authorized pursuant to the Enabling Act in order to: (i) provide for the refunding of the Refunded Bonds, (ii) defray costs associated with the Projects, and (iii) provide for the costs of issuance thereof. The actual amount of the Bonds to be issued hereunder shall be determined by the County Administrator and the Finance Director.

Section 3.02 Public Hearing

Prior to third reading of this Ordinance, a public hearing shall be conducted. Notice of such hearing shall be given in accordance with the provisions of Section 4-9-130 or Section 15-29-40 of the South Carolina Code. The notice shall be in the form approved by the County Administrator and the Finance Director.

Section 3.03 Details 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, the date of delivery 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 such date as may be accepted by the County Administrator and the Finance Director at the time of the sale thereof; and shall mature in such Principal Installments as the County Administrator and the Finance Director may determine.

The Bonds may be issued in a single Series, or from time to time in multiple Series as determined by the County Administrator and the Finance Director.

Section 3.04 Medium and Place of Payment

(a) Both the Principal Installments 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 public and private debts.

(b) If the Bonds are issued in book-entry form, the Bond Payments shall be payable at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing as the registered owner thereof on each Record Date on the registration books of the Registrar (the “Registry Books”), which Registry Books shall be held by the Registrar, by check or draft mailed to such registered owner at its address as it appears on such Registry Books in sufficient time to reach such registered owner on

the Bond Payment Date. Payment of the Principal Installment of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Section 3.05 Agreement to Maintain Registrar and Paying Agent

Subject to the last paragraph of this Section 3.05, as long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent which shall be a financial institution maintaining Corporate Trust Offices where: (i) Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the District in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. Initially, the financial institution designated by one or more of the County Administrator and the Finance Director shall act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

If any Series of Bonds are issued in the form of a single bond in physical form, the Finance Director or the County Treasurer's office may serve as the Registrar and Paying Agent for the Bonds and shall fulfill all functions of the Registrar and Paying Agent enumerated herein. It shall also serve as Registrar and Paying Agent should the Bonds initially be held in a book-entry system and such system is subsequently discontinued.

Section 3.06 Registration and Transfer

The County shall cause 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 of the County, 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 and the Registrar 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 nor the Registrar 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 the day 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 3.07 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 3.08 Book-Entry Only System

(a) 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. If held under a book-entry system, the initial securities depository for the Bonds will be DTC. DTC and any-successor securities depositories are hereinafter referred to as the "Securities Depository" and "Securities Depository Nominees" respectively.

(b) 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 Installments, interest, and premium, if any, on such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (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 Installments, 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 premium, if any, and interest on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County 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 a Registrar for the delivery of physical certificates in the manner described in subparagraph (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 with respect to any consent or other action to be taken by the Holders of Bonds, the County or the Registrar, 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) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.09 Execution and Authentication of Bonds

The Bonds shall be executed in the name of the County, with the manual or facsimile signature of the Chairman attested to by the manual or facsimile signature of the Clerk to County Council under a facsimile of 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 3.10 Form of Bonds

The Bonds shall be in substantially the form to that attached hereto as Exhibit A.

Section 3.11 Security for Bonds

The full faith, credit and taxing power of the County is hereby irrevocably pledged for the payment of the Principal Installments of 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 County Auditor and collected by the County Treasurer 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 of and interest on 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 Installments of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 3.12 Exemption from Taxation

Both the Principal Installments of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, 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 3.13 Payments Due on Saturdays, Sundays, and Holidays

In any case where a Bond Payment Date for a Series of Bonds shall be a Saturday or Sunday, or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then any Bond Payment due shall be payable on the next succeeding business day with the same force and effect as if made on the Bond Payment Date and no interest shall accrue during such period.

ARTICLE IV – SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds

The Bonds shall be sold at public sale, at not less than par and accrued interest to the date of delivery. Bids shall be received at such time and date and in such manner as is selected by the County Administrator and the Finance Director. Unless all bids are rejected, the award of Bonds of a Series may be made by the County Administrator or the Finance Director to the bidder offering the lowest interest cost therefor, computed on the basis set forth in a notice of sale used in providing for the sale of the Bonds (the “Notice of Sale”).

Section 4.02 Official Statement and Official Notice of Sale

The County Council hereby authorizes 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. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the United States Securities Exchange Commission. The County Administrator is 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 Purchasers of the Bonds.

Should the County Administrator and the Finance Director determine to employ an Official Statement in connection with the issuance of the Bonds, the County Council authorizes an official Notice of Sale to be distributed coincident with and in like manner as the Preliminary Official Statement.

Section 4.03 Summary Notice of Sale

In lieu of publishing the official Notice of Sale in its entirety, the Finance Director and the County Administrator may elect to publish an abbreviated form of notice and provide the full text of the foregoing official Notice of Sale only to those persons who request the same or who are identified as prospective bidders for the Bonds. A summary of the official 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, in a financial publication published in the City of New York, State of New York.

ARTICLE V – CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations

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 the Bond Payment Dates with respect to the Bonds; (b) the redemption provisions, if any; (c) whether to use bond insurance, and if so, to make appropriate arrangements therefor; (d) whether to retain a financial advisor; (e) whether to award the Bonds on the basis of net interest cost or true interest cost; (f) whether the Bonds will be designated as “qualified tax-exempt obligations”; (g) whether to utilize the provisions of Section 11-27-40(8) of the South Carolina Code with respect to this Ordinance; (h) whether to issue all or a portion of the Bonds as Taxable Bonds; (i) whether to create and distribute preliminary and final Official Statements in connection with the issuance of any Series of Bonds; and (j) 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. 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 Article IV 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 contemplated in Article IV hereof.

Section 5.02 Authorization to Call the Series 2006B Bonds; Notice of Redemption

The County Administrator and the Finance Director are authorized to call the Series 2006B Bonds and provide for the notice of redemption thereof, in such manner, form and time as required by the proceedings authorizing the issuance of the Refunded Bonds. The County Administrator and the Finance Director are further authorized to effect the redemption of the Refunded Bonds and to invest the proceeds pending the use thereof for the purposes provided herein.

ARTICLE VI – APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds

The proceeds derived from each sale of the Bonds issued pursuant to this Ordinance shall be paid to the County Treasurer, to be deposited in a special fund to the credit of the County, and shall be expended and made use of by the County as follows:

(a) Any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;

(b) Any premium shall be applied to the payment of the first Principal Installment of such Bonds. Notwithstanding the foregoing, in the case of refunding Bonds, any premium generated from the sale of such Bonds shall be first applied to effect the redemption of the Refunded Bonds; and

(c) The remaining proceeds shall be expended and made use of by the County to defray the cost of issuing the Bonds and to either (i) effect the refunding of the Refunded Bonds, or (ii) defray the costs of the Projects, or (iii) both.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments; provided, that neither the Purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE VII – DEFEASANCE

Section 7.01 Defeasance

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of this 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 Installments 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 Installments 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 Installments, 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 Sections 7.01(a)(iii) or (iv) hereof 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 subparagraphs (a)(iii) or (a)(iv) of this Section 7.01 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.

ARTICLE VIII – MISCELLANEOUS

Section 8.01 Tax Covenants

(a) Except with regard to Bonds designated as “Taxable Bonds,” 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 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) Prior to the issuance of a Series of Bonds, the County Administrator and the Finance Director may, in consultation with Bond Counsel, designate a Series of Bonds as taxable under the Code. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds.

Section 8.02 Securities Law Covenants

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 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 of the South Carolina Code, as amended, which requires, among other things, that the County file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA) system, 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 8.03 Notice Pursuant to Section 11-27-40

In order that the County may proceed as expeditiously as possible to issue and deliver the Bonds authorized hereby, the County Administrator, together with the Finance Director, may determine that the County avail itself of the provisions of paragraph 8 of Section 11-27-40 of the South Carolina Code.

Section 8.04 Professional Services

The County Council hereby authorizes the County Administrator and the Finance Director, if, upon the advice of Bond Counsel, they deems it necessary to retain a financial 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 to enter into such contractual arrangements with printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

Section 8.05 Authorization to Execute Documents

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

Section 8.06 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of Bonds, the provisions of this Ordinance shall constitute a contract between the County and such Holders from time to time of the Bonds.

Section 8.07 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.

ENACTED AT LEXINGTON, SOUTH CAROLINA, THIS ____ DAY OF _____, 2012.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Lexington County Council

Attest:

Clerk to Lexington County Council

First Reading: September 25, 2012
Public Hearing: October 23, 2012
Second Reading: _____, 2012
Third Reading: _____, 2012

EXHIBIT A – FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
GENERAL OBLIGATION
REFUNDING AND IMPROVEMENT
BONDS, SERIES 2012
OF LEXINGTON COUNTY**

No. R-____

INTEREST RATE MATURITY ORIGINAL ISSUE DATE CUSIP

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 owner named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of _____ (the “Registrar and 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/Paying Agent, 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, 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 15, Code of Laws of South Carolina, 1976, as amended; and an ordinance duly enacted by the County Council of Lexington County, on _____, 2012 (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.

EXHIBIT A – FORM OF BOND

For the payment of the principal and interest on this Bond as it respectively matures 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 County Auditor and collected by the County Treasurer 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 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, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's 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/Paying Agent 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 and the Registrar/Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of

EXHIBIT A – FORM OF BOND

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 of South Carolina, 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 of South Carolina 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 of South Carolina; 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 by the manual signature of the Chairman of the County Council, attested by the manual signature of the Clerk to County Council and the seal of the County impressed hereon.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Lexington County Council

Attest:

Clerk to Lexington County Council

EXHIBIT A – FORM OF BOND

CERTIFICATE OF AUTHENTICATION

This is the Bond described in the within mentioned Ordinance of Lexington County, South Carolina dated _____, 2012.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

EXHIBIT A – FORM OF BOND

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.

EXHIBIT A – FORM OF BOND

[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.