

AGENDA
LEXINGTON COUNTY COUNCIL

Committee Meetings

November 13, 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.**

1:50 p.m. - 2:00 p.m. - Economic Development

- (1) Meeting of July 24, 2012 - Approval of Minutes A
- (2) Old Business/New Business
- (3) Adjournment

2:00 p.m. - 2:25 p.m. - Planning and Administration

- (1) Zoning Text Amendment #T11-02 (Goal 2) - Planning & GIS - Charlie Compton, Director of Planning and GIS B
- (2) A Resolution of the Mayor and Council for the Town of Lexington Requesting County Council Assistance in Regulating Billboards in Areas Contiguous to the Town Limits C
- (3) Meeting of July 24, 2012 - Approval of Minutes D
- (4) Old Business/New Business
- (5) Adjournment

2:25 p.m. - 2:50 p.m. - Health and Human Services

- (1) FY 11 Midlands Regional Medical Assistance Team (RMAT) Enhancement Award - Public Safety/EMS - Brian Hood, EMS Coordinator E
- (2) FY 12 DHEC/EMS Grant-in-Aid Award - Public Safety/EMS - Brian Hood, EMS Coordinator F
- (3) Limit of Dogs in Residential Areas - Ms. Susan Smith
- (4) Ordinance 12-15 - Authorizing the Irmo Chapin Recreation Commission of the Irmo Chapin Recreation District to Issue General Obligation Bonds in the Principal Amount of Not Exceeding \$18,000,000; and Other Matters Relating Thereto - 1st Reading G
- (5) Meeting of July 24, 2012 - Approval of Minutes H
- (6) Old Business/New Business
- (7) Adjournment

2:50 p.m. - 3:05 p.m. - Public Works & Solid Waste Management

- (1) Public Works Committee - Old Business/New - "State Dirt Roads" (Goal 1) - Public Works - Jim Starling, Engineering Associate III I
- (2) FY 2012 PalmettoPride Grant Application - Solid Waste Management - Dave Eger, Director J
- (3) Meeting of July 24, 2012 - Approval of Minutes K

- (4) Old Business/New Business
- (5) Adjournment

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

- (1) Meeting of July 24, 2012 - Approval of Minutes L
- (2) Possible Executive Session if Time Permits
- (3) Old Business/New Business
- (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

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

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
November 13, 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

Presentation

(1) CVB On-Line Booking Engine - Ric Luber, President & CEO, Midlands Authority for Conventions, Sports & Tourism

Presentation of Resolution

(1) Midland Minor League All-Star Team Presented by Councilman Cullum

Administrator's Report

Employee Recognition - Joe Mergo, County Administrator

Resolution

(1) Chapin High School Marching Band M

Appointments

(1) Boards and Commissions N

Bids/Purchases/RFPs

- (1) Egress Renovations for the Marc H. Westbrook Lexington County Judicial Center- Building Services..... O
- (2) Employee Grocery Gift Cards - Human Resources P
- (3) 911 Communication Radio Dispatch Consoles - Public Safety..... Q
- (4) Electronic Patient Care Reporting (ePCR) - Public Safety/EMS R
- (5) EMS Disposable Medical Supplies -Term Contract -Public Safety/EMS S
- (6) Interior Renovation for the County Sheriff Training Facility, County Coroner Addition / Renovation and County Storage Consolidation - Building Services T
- (7) One (1) Front-End Loader with 6.0 CY General Purpose Bucket - Solid Waste Management U
- (8) Viper System Upgrade (Sole Source) - Public Safety/911 V

Approval of Minutes

(1) Meetings of September 25 and October 9, 2012..... W

Ordinance(s)

(1) Ordinance 12-11 - 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 - 3rd & Final Reading..... X

(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) - 3rd & Final Reading..... Y

(3) Ordinance 12-13 - Ordinance Extending the Residential Solid Waste Franchise Contracts - 2nd Reading..... Z

Committee Reports

Health & Human Services, B. Matthews, Chairman

(1) FY 11 Midlands Regional Medical Assistance Team (RMAT) Enhancement Award..... E

(2) FY 12 DHEC/EMS Grant-in-Aid Award..... F

(3) Ordinance 12-15 - Authorizing the Irmo Chapin Recreation Commission of the Irmo Chapin Recreation District to Issue General Obligation Bonds in the Principal Amount of Not Exceeding \$18,000,000; and Other Matters Relating Thereto - 1st Reading..... G

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

(1) Kittal Road Closing..... 1

(2) FY 2012 PalmettoPride Grant Application..... J

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

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Memorandum

November 2, 2012

To: Joe Mergo
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: Zoning Text Amendment #T11-02 – Communication Towers

Last fall Council expressed concern for cell towers possibly locating improperly in residential areas. Because of the stronger performance standards in residentially zoned locations, most cell towers need variances from the Zoning Board to locate there (unless they have a lot of land). Council expressed a preference to have such towers go through a zoning map amendment process to earn the variance option. I quickly prepared Zoning Text Amendment #T11-02 which allowed Council through the Pending Ordinance designation to immediately make that a requirement.

After the public hearing in November two industry attorneys, Jonathan Yates from Charleston and Gary Pennington from Columbia, expressed concern about our approach to this issue and participated in a meeting with many of the County staff on this topic. They offered to furnish information that would help us with possible alternative methods to furnish wireless service in underserved residential areas. Both are very credible individuals and I have worked with Yates before on other planning issues. Since we had already accomplished Council's goal, we welcomed their offer.

In August I finally received a three-inch 3-ring binder full of material and photos from Gary in which he profusely apologized for taking so long to respond. I gleaned from that material what I thought was relevant to our issue and placed it in front of the Planning Commission at their October meeting to get feed-back from them on the alternatives. There is some follow-up and research needed to their comments before I can put any of it into possible ordinance language.

At the November meeting of the Planning and Administration Committee, I will present the same material that I shared with the Planning Commission.

Enclosure: Zoning Text Amendment #T11-02



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING TEXT AMENDMENT APPLICATION # **T11-02**

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

ARTICLE 2-APPLICATION OF REGULATIONS

Reason for the request: To revise the regulations pertaining to Communication Towers

Submitted on behalf of: County Council Planning Commission

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

Signature: Signature on file

10/11/11	Application Received	10/20/11	Newspaper Advertisement
	Planning Commission		

Planning Commission Recommendation: _____

10/11/11	First Reading	11/08/11	Public Hearing	Second Reading	Third Reading
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Results: _____

**A RESOLUTION OF THE MAYOR AND COUNCIL FOR THE TOWN OF
LEXINGTON REQUESTING COUNTY COUNCIL ASSISTANCE IN REGULATING
BILLBOARDS IN AREAS CONTIGUOUS TO THE TOWN LIMITS**

WHEREAS, the Town of Lexington passed a comprehensive Sign Ordinance in 1998, regulating the size and location of billboards; AND

WHEREAS, the Town has recently spent a great deal of time and effort in adopting a Vision Plan for the Town, that not only benefits the Town citizens, but those in surrounding areas of Lexington County as well; AND

WHEREAS, the Town has determined in the interest of aesthetics, appearance and safety, it is in the best interest of the Town to regulate the time, place and manner of delivery of signs along the highways within and around the Town of Lexington; AND

WHEREAS, the Town finds that permitting of billboards in specified areas in and around the Town would not be consistent with the spirit of the Sign Ordinance or the Vision Plan; AND

WHEREAS, there are many “pocket” or “doughnut hole” areas around the Town of Lexington that are not currently within the Town limits, but which have been identified as areas for future annexation; AND

WHEREAS, activity in these areas has the propensity to affect the aesthetics, appearance and safety of the Town of Lexington even though the areas are not currently within the Town’s corporate limits;

WHEREAS, the Town Council’s legislative jurisdiction does not extend beyond the corporate limits of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council for the Town of Lexington that the Town hereby requests the assistance of the County Council in regulating the issuance of billboard permits in areas specified on the attached map, in a joint effort to improve the quality of life for citizens in around the Town of Lexington.

RESOLVED this 5th day of November, 2012.



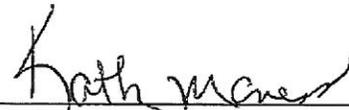
**T. Randall Halfacre, Mayor
Town of Lexington**

A RESOLUTION OF THE MAYOR AND COUNCIL FOR THE TOWN OF LEXINGTON REQUESTING COUNTY COUNCIL ASSISTANCE IN REGULATING BILLBOARDS IN AREAS CONTIGUOUS TO THE TOWN LIMITS

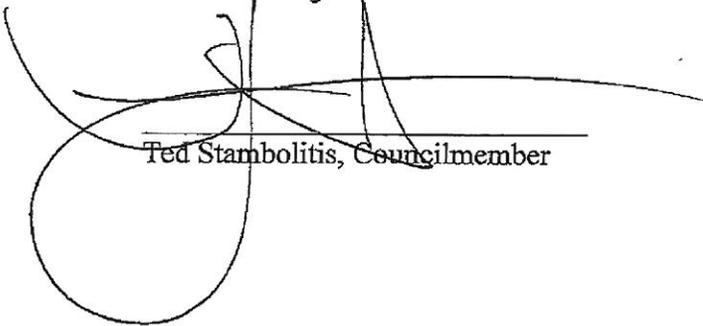
Town Council:

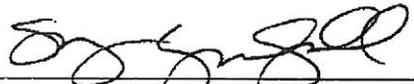

Hazel Livingston, Mayor Pro Tem

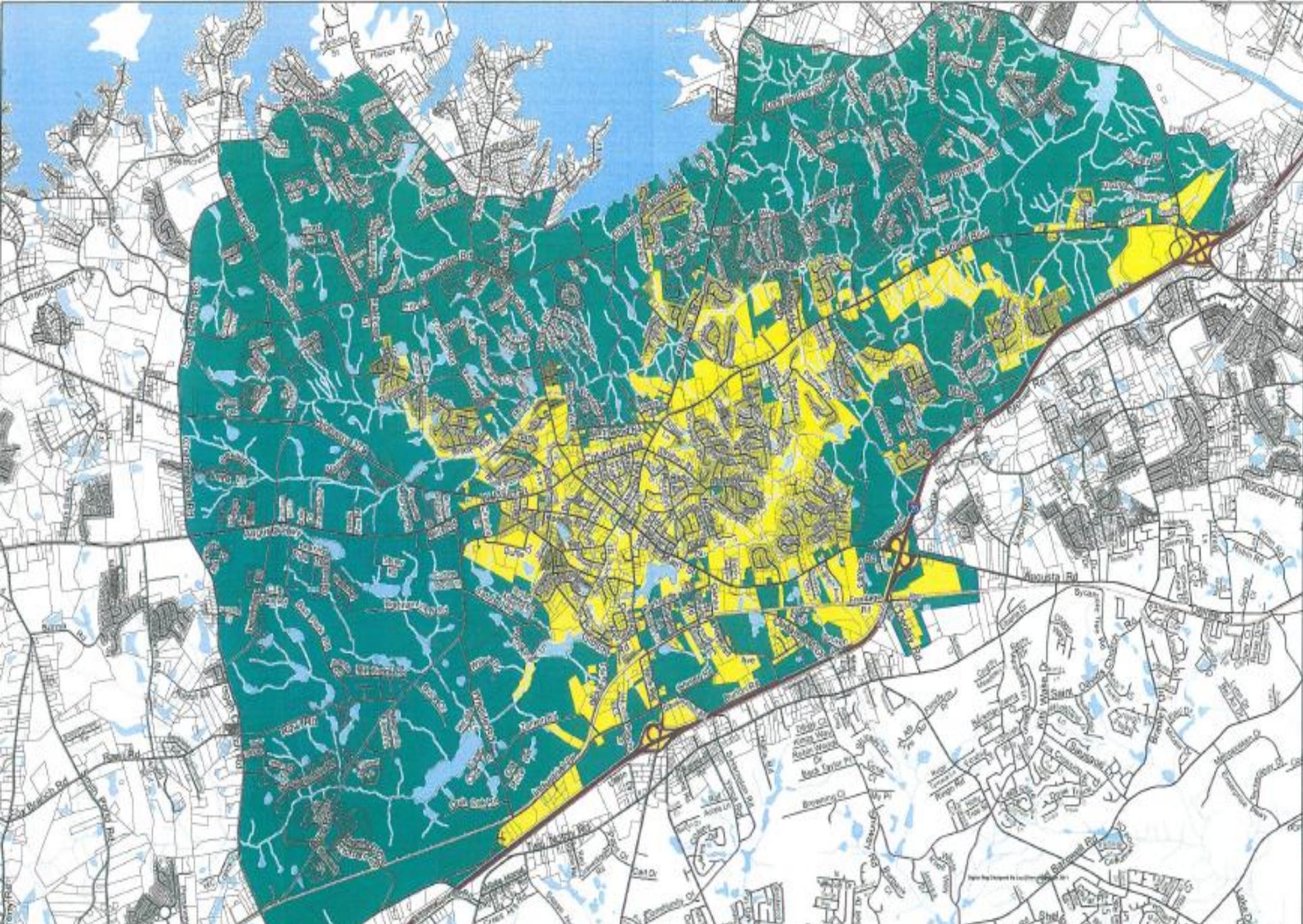

Danny Frazier, Councilmember

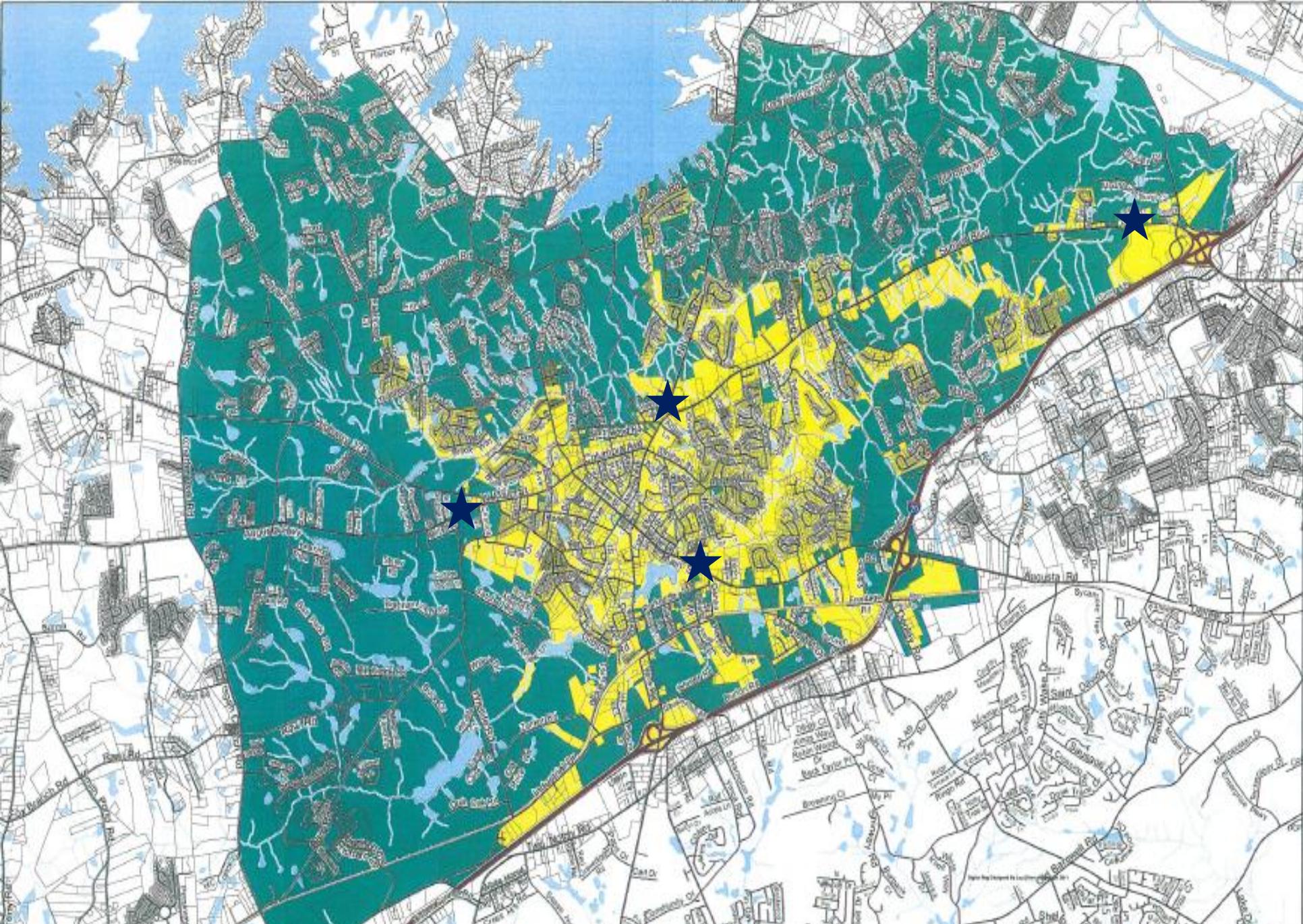

Kathy Maness, Councilmember

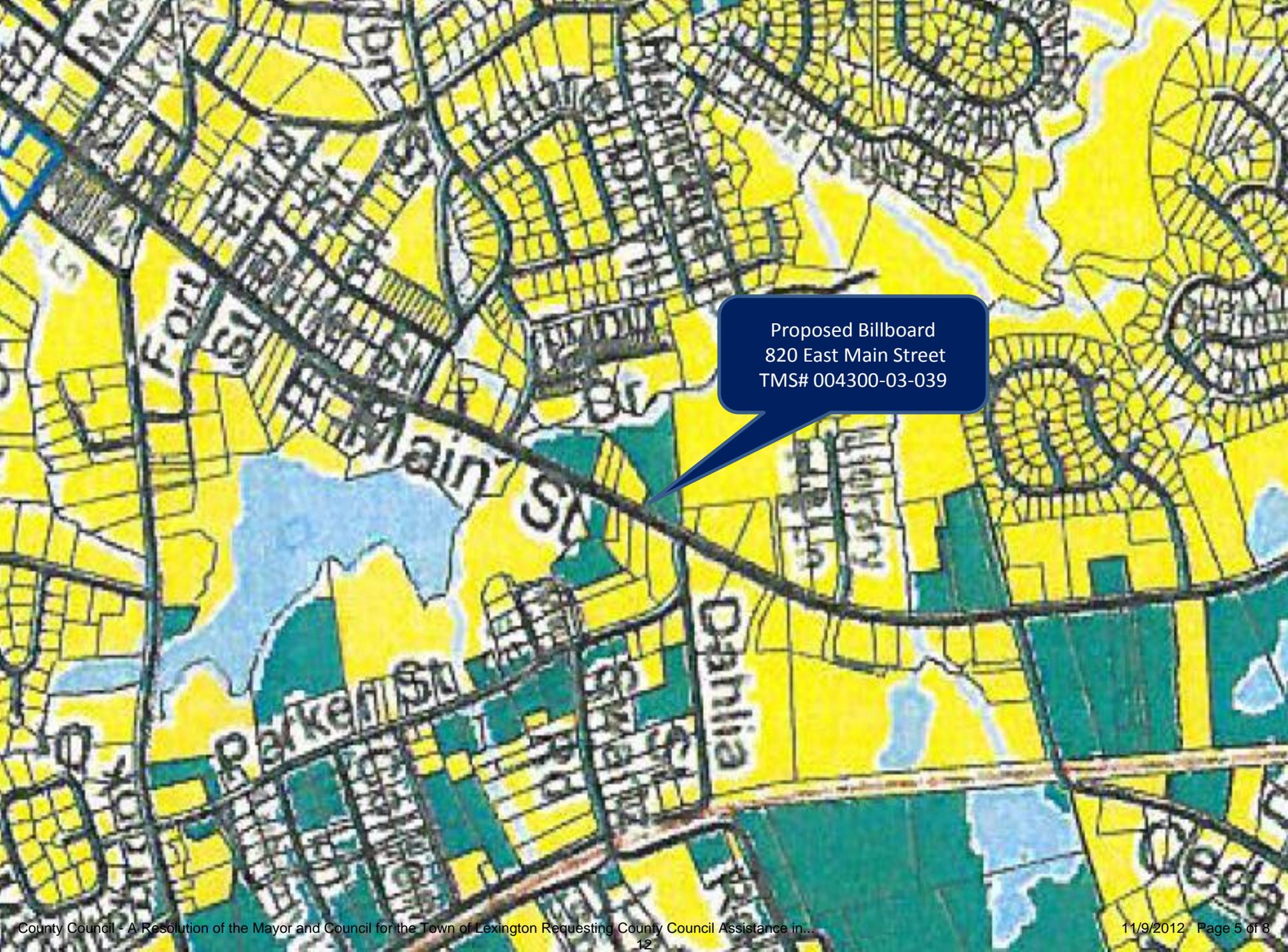

Todd Shevchik, Councilmember


Ted Stambolitis, Councilmember

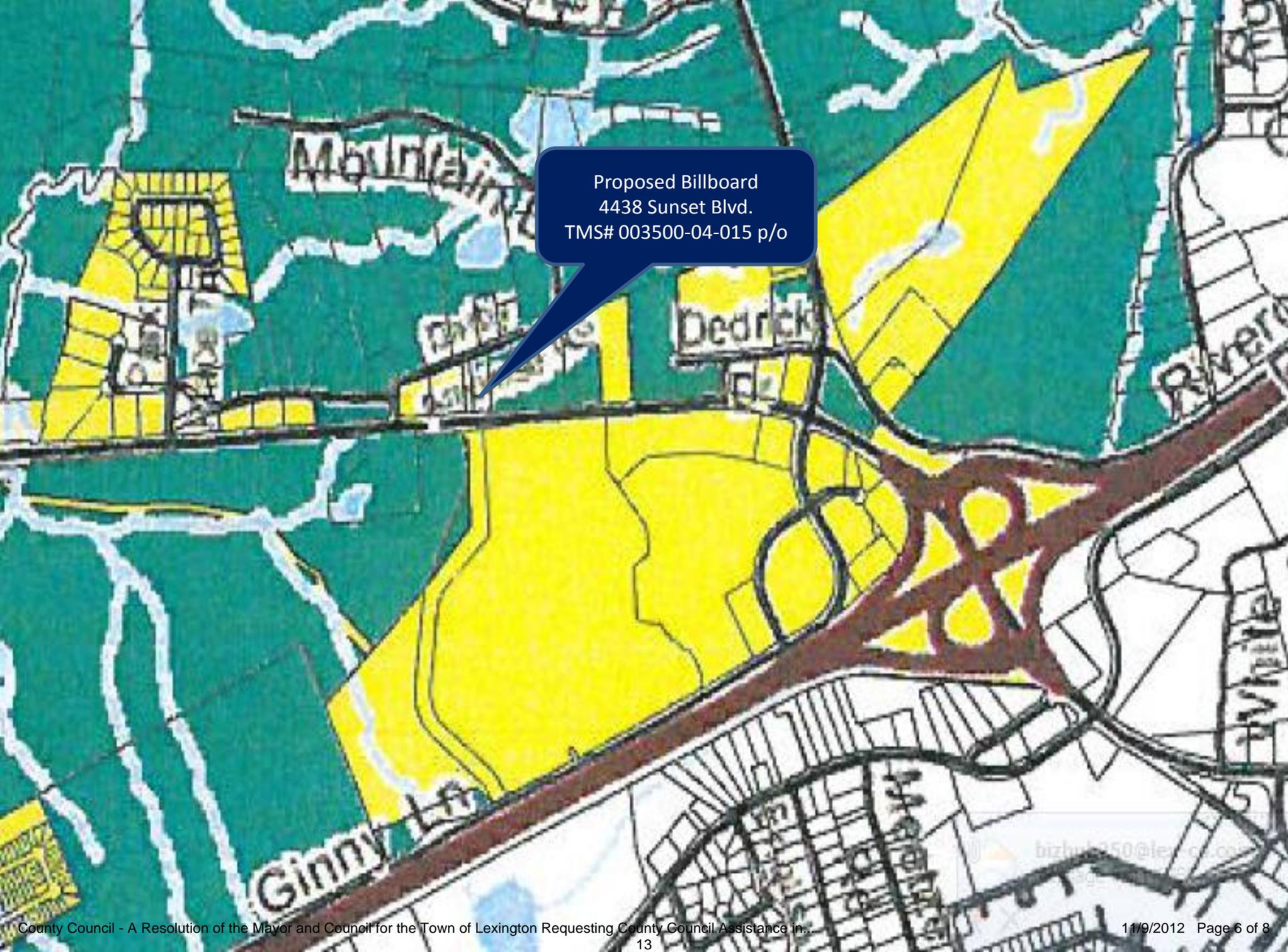

Steve MacDougall, Councilmember



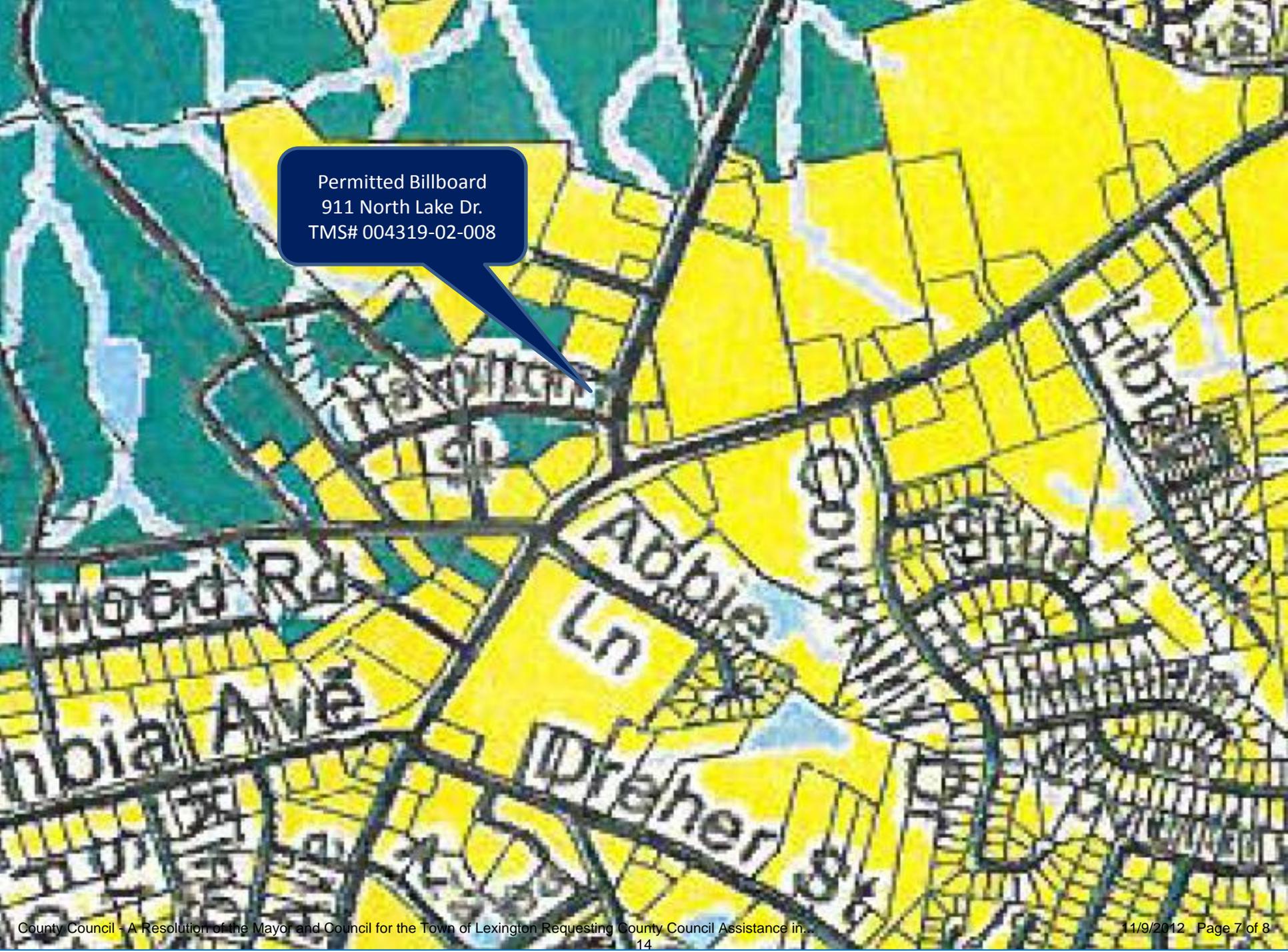




Proposed Billboard
820 East Main Street
TMS# 004300-03-039



Proposed Billboard
4438 Sunset Blvd.
TMS# 003500-04-015 p/o



Permitted Billboard
911 North Lake Dr.
TMS# 004319-02-008

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**COUNTY OF LEXINGTON
SUPPLEMENTAL HOMELAND SECURITY GRANT
Annual Budget
Fiscal Year - 2012-13**

Object Code	Revenue Account Title	Actual 2010-11	Received Thru Dec 2011-12	Amended Budget Thru Dec 2011-12	Projected Revenues Thru Jun 2011-12	Requested 2012-13	Approved 2012-13	Awarded 2012-13
* Supplemental Homeland Security Grant 2477:								
Revenues (Organization: 000000)								
457000	Federal Grant Income	106,950	68,390	86,620	86,620	0	75,000	75,000
802476	Op Trn from State Homeland Security	177	0	0	0	0	0	0
** Total Revenue		107,127	68,390	86,620	86,620	0	75,000	75,000
***Total Appropriation					86,620	0	75,000	75,000
FUND BALANCE								
Beginning of Year					(12,340)	(12,340)	(12,340)	(12,340)
FUND BALANCE - Projected								
End of Year					(12,340)	(12,340)	(12,340)	(12,340)

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

		BUDGET					
Object Expenditure Code	Classification	2010-11 Expend	2011-12 Expend (Dec)	2011-12 Amended (Dec)	2012-13 Requested	2012-13 Approved	2012-13 Awarded
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
520700	Technical Services	0	4,500	4,500	0	0	0
520702	Technical Currency & Support	0	21,186	21,186	0	0	0
521200	Operating Supplies	155	2,775	2,859	0	0	0
521400	Medical Supplies	0	0	0	0	1,315	1,315
522200	Small Equipment Repairs & Maintenance	0	0	0	0	185	185
525210	Conference, Meeting & Training Expense	0	3,150	3,150	0	0	0
525600	Uniforms & Clothing	0	0	0	0	0	0
* Total Operating		155	31,611	31,695	0	1,500	1,500
** Total Personnel & Operating		155	31,611	31,695	0	1,500	1,500
Capital							
540000	Small Tools & Minor Equipment	0	0	0	0	0	0
	All Other Equipment	135,023	54,921	54,925			
5AD498	(1) Medical Shelter				0	73,500	73,500
** Total Capital		135,023	54,921	54,925	0	73,500	73,500
*** Total Budget Appropriation		135,178	86,532	86,620	0	75,000	75,000

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521400 – MEDICAL SUPPLIES **\$ 1,315**

Funds are requested for sustainment and maintenance of current medical supplies for the Midlands RMAT team. Some items have aged packaging or have expired and must be replaced. We plan to purchase a replacement pharmacy cache for the Midlands RMAT, to be stored with and rotated through the County's pharmacy supply in order to avoid expiration of these products. We will do semi-annual inventory of these items to insure adequate inventory levels and product viability.

522200 – SMALL EQUIPMENT REPAIRS & MAINTENANCE **\$ 185**

Some of the equipment purchased 6 years ago, such as the oxygen and gasoline generators have filters, gaskets and other components that must be replaced due to the age in order to maintain compliance with the manufacturers' recommendations. Some tools, carts, etc. will also need to be replaced due to wear.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

5AD498 – (1) MEDICAL SHELTER

\$ 73,500

To purchase a replacement first-out shelter supported by a rigid, metal frame. This type of sheltering is widely utilized by the US Military and other disaster teams.

As the host county for the Midlands Regional Medical Assistance Team (RMAT), we have learned through numerous exercises, drill and other events over the last five years that the most crucial piece of equipment determining the success or failure of a deployment is adequate sheltering. It is essential there be available a sheltering system that is easily and quickly assembled in order to provide protection from the elements as well as a climate controlled, well lit environment in which to work. The importance of having these structures up and running very early in an event, particularly in extreme weather conditions, cannot be overstated. These shelters will replace air-beam supported products purchased in 2007-08.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

GRANT AWARD

Subgrantee: Lexington County Emergency Medical Services

Project Title(s): Midlands Regional Medical Assistance Team Enhancements \$75,000.00

Grant Period: 11/01/11-10/31/12 Date of Award: 11/14/2011

Total Amount of Award: \$75,000.00 Grant Number: 11SHSP58

In accordance with the provisions of Federal Fiscal Year 2011 State Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), as the State Administrative Agency for the Homeland Security Grant Program, hereby awards to the foregoing Subgrantee a grant in the amount shown above. The CFDA number is 97.067 and SLED's federal grant number is EMW-2011-SS-00041.

Payment of Funds: The original signed copy of this Award must be signed by the *Official Authorized to Sign* in the space below and returned to SLED **no later than December 15, 2011**. The grant shall be effective upon return of this form and final approval by SLED of the grant budget and program narrative. Final approval of the grant application will be sent in the form of a Grant Adjustment Notice. **No funds are to be obligated or expended until receipt of the Grant Adjustment Notice.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon clearance of special conditions and receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

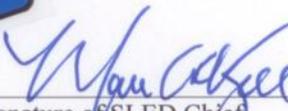
Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subgrantee; and that all agencies involved with this project understand that all federal funds are limited to the specified performance period.

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBGRANTEE



Signature of Official Authorized to Sign



Signature of SLED Chief

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY SLED OF THE SUBGRANTEE'S GRANT PROGRAM BUDGET AND NARRATIVE

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: DHEC Grant-in-Aid

Fund: 28520 DHEC Grant-in-Aid **Department:** 131400 PS/Emergency Medical Services
No. Title No. Title

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

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

Grant Overview: The DHEC/EMS Grant-in-Aid Program is intended to provide financial assistance to counties to improve and upgrade the EMS System in order to reduce injuries and loss of life. All DHEC licensed ambulance services who provide emergency treatment and transport services are eligible to receive grant funds. Grant funds are awarded on a 94.5% state / 5.5% county match funding basis.

EMS budgeted for the grant funding and match for this program in the budget process, so this award will not require any additional funding.

Grant Period: July 1, 2012 to June 30, 2013

Responsible Departmental Grant Personnel: Chief T. Brian Hood

Date Grant Information Released: October 4, 2012 **Date Grant Application Due:** October 15, 2012

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

Personnel	\$	-		
Operating	\$	17,000.00	* Application Amount:	-
Capital	\$	5,250.00	* Award Amount:	21,026.00
Total	\$	<u>22,250.00</u>		

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:

<u>94.5</u>	<u>\$21,026.00</u>
<u>5.5</u>	<u>\$1,224.00</u>
<i>%</i>	<i>\$ Amount</i>

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

None

Dept. Preparer:		
Dept. Approval:	TBH	10/31/2012
Finance Approval:	AD	11/5/2012
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
DHEC - EMS GRANT-IN-AID
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
*DHEC - EMS Grant-In-Aid 2520:								
Revenues:								
459100	DHEC - EMS Grant-In-Aid	24,014	20,051	20,270	20,270	20,270	20,270	21,026
461000	Investment Interest	0	0	0	0	0	0	0
801000	Op Trn from General Fund	2,207	1,180	1,180	1,180	1,180	1,180	1,224
**Total Revenue		<u>26,221</u>	<u>21,231</u>	<u>21,450</u>	<u>21,450</u>	<u>21,450</u>	<u>21,450</u>	<u>22,250</u>
***Total Appropriation					21,450	21,450	21,450	22,250
FUND BALANCE								
Beginning of Year								
					(226)	(226)	(226)	(226)
FUND BALANCE - Estimated								
End of Year								
					(226)	(226)	(226)	(226)

Fund: 2520
Division: Public Safety
Organization: 131400 - Emergency Medical Services

Object Code	Expenditure Classification	2010-11 Expend	2011-12 Expend (May)	2011-12 Amended (May)	2012-13 Requested	BUDGET		
						2012-13 Approved	2012-13 Awarded	
Personnel								
* Total Personnel		0	0	0	0	0	0	
Operating Expenses								
525210	Conference, Meeting & Training Expense	10,000	9,000	9,000	21,450	21,450	17,000	
529903	Contingency	0	0	0	0	0	0	
* Total Operating		10,000	9,000	9,000	21,450	21,450	17,000	
** Total Personnel & Operating		10,000	9,000	9,000	21,450	21,450	17,000	
Capital								
540010	Minor Software	0	0	0	0	0	0	
	All Other Equipment	16,221	12,218	12,450				
5AD499	(5) Netmotion Licenses				0	0	1,250	
5AD500	(1) Ruggedized Laptop				0	0	3,000	
5AD501	(2) Wireless Tablets w/ Accessories				0	0	1,000	
** Total Capital		16,221	12,218	12,450	0	0	5,250	
***Total Budget Appropriation		26,221	21,218	21,450	21,450	21,450	22,250	

SECTION VI. C. – OPERATING LINE NARRATIVES

525210 – CONFERENCE, MEETING & TRAINING EXPENSES **\$ 17,000**

These funds will be used to cover the tuition cost for (4) students to attend the upcoming paramedic course.

(4) Paramedic students @ \$4,250 each = \$17,000

SECTION VI. D. – CAPITAL LINE ITEM NARRATIVE

5AD499 – (5) NETMOTION LICENSES **\$ 1,250**

We are currently using NetMotion with a 4G data card which has proven to produce similar, acceptable data results at significant cost savings to the County versus the Motorola data solution we were using in each of our ambulances and QRVs. Due to our success with the NetMotion mobile gateway in our ambulances, our Information Services Department has identified this solution as appropriate to fix connectivity issues EMS is having at several of our EMS substations.

(5) Licenses @ \$250 each = \$1,250

5AD500 – (1) RUGGEDIZED LAPTOP **\$ 3,000**

One of the Laptops heavily used by our RMAT program is quite aged and has had multiple problems requiring significant Information Services support. It is our combined recommendation that this laptop be replaced as it is at the end of its usable life.

(1) Laptop @ \$3,000 each = \$3,000

5AD501 – (2) WIRELESS TABLETS W/ ACCESSORIES **\$ 1,000**

The wireless tablets will be used by the on-call commander and the south region commander. The north region commander has been using a wireless tablet for the past several months and has learned the portability and functionality is greatly beneficial and more cost effective than purchasing full size laptops. These devices will allow the commanders to monitor AVL and CAD data to allow them the knowledge of knowing of all assets in the region. They will also allow access to PlanIt, our scheduling software and biometric time data, to allow greater management of our employees and their hours worked.

The iPad has proven very beneficial in allowing commanders and crews to communicate in real time through the use of Face Time. When crews are on scene, they can transmit live video/audio including images of property damage, incident investigations, etc. Existing applications purchased for the iPad will allow for 3D training on human body systems in an interactive format providing a more realistic training experience that we've ever had before.

(2) Tablets w/ Accessories @ \$500 each = \$1,000

EMERGENCY MEDICAL SERVICES CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

LEXINGTON COUNTY

The parties of this contract agree as follows:

A. SCOPE OF SERVICES:

The Contractor agrees to submit for approval a county application (DHEC form 1061) for grant in aid for the purpose of upgrading and/or expanding the Emergency Medical Services within the county. The Contractor will purchase the equipment and/or training programs based on the county application as approved by DHEC.

Mailing Address of Contractor: County Administrator
Lexington County
County Administration Building
Lexington SC 29072

Contractor FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

57-6000-379

B. TIME OF PERFORMANCE:

The contract shall be effective October 15, 2012, or when signed by all parties, whichever is later, and will terminate June 30, 2013.

C. COMPENSATION:

1. DHEC agrees to **disburse to** the Contractor an amount not to exceed 94.5 percent of the cost for approved equipment and training referred to on DHEC form 1061 for grant in aid. Basis for **disbursement** is actual expenditures for authorized purchases; however, in no event will the total amount **disbursed** under this Contract (proviso 22.9, FY2013) exceed \$21,044.37, or subsequent reductions or increases approved by the Budget and Control Board and/or General Assembly. Notification of any subsequent reductions or increase will be provided under separate letter. Funds will be disbursed in two payments with the first disbursement being issued no later than 30 days after DHEC approval of the DHEC 1061 and the second disbursement being issued after April 1, 2013. The first disbursement will be 90% (minus the 5.5% local match) and the second disbursement will be 10% (minus the 5.5% local match). Any funds that have been over paid and any cost for items purchased that are not approved on the DHEC 1061 will be deducted from the final disbursement. If overpaid funds exceed amount held for second disbursement, the county will be required to reimburse DHEC the overpayment.
2. Funds shall not be used, and the Contractor **will not receive disbursement**, for expenditures made prior to the effective date of this Contract, or for obligations incurred after the conclusion date for the grant period.
3. The contractor must receive DHEC approval of a properly-submitted DHEC Form 1061 **BEFORE** making any expenditures or incurring any obligations to be **disbursed** under this contract. The Contractor will **not disburse funds** for any expenditures made or obligations incurred in violation of

this procedure.

Travel

Contractor's travel expenses, including room and board, incurred in connection with the services described in Scope of Work, will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the contract. (Reference F.10 below)

D. METHOD OF PAYMENT:

The Contractor shall provide DHEC a written report **detailing the use of disbursed funding** which must include a compliance report as set forth in section E below. It must also include invoice(s) indicating that the equipment/training has been received//completed and the corresponding canceled check(s). An original, fully executed contract must be received by DHEC before **final disbursement can be made. THE FINAL REPORT INCLUDING ALL INVOICES MUST BE SUBMITTED NO LATER THAN APRIL 30, 2013. REPORTS RECEIVED AFTER APRIL 30, 2013 WILL NOT BE ACCEPTED.**

E. COMPLIANCE REPORTS:

1. The Contractor shall submit a formal letter indicating that they have met all the terms of the contract regarding the implementation of the grant application as outlined in this contract. **This should be done at the time of request for final disbursement.**
2. A written statement, signed by the county government official verifying that state funds were not used to replace local county funds for EMS.
3. A statement from the authorizing county official that state or local purchasing requirements were followed in the purchase of the equipment.

F. TERMS AND CONDITIONS:

1. Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
2. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.
3. Any change to this Contract is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
4. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 6 years after the end of the Contract period, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.
5. Notwithstanding any other provision of the contract:
 - a. Subject to the provisions contained below, this Contract may be terminated by either party providing written notice of that intent to the Contractor thirty (30) days in advance.
 - b. Funds for this Contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not made to pay the charges under this Contract, it shall terminate without any further obligation by DHEC.

- c. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
6. The Contractor certifies that he/she is not an employee of a South Carolina State Agency.
 7. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This included the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
 8. The Contractor agrees that neither the contractor, its employees nor agents are covered by any professional or tort liability insurance maintained by DHEC.
 9. **DRUG FREE WORK PLACE:**
By signing this contract, Contractor certifies that they will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
 10. The Contractor's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the contract.

The State standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Contractor must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for contractual reimbursements of out-of-state travel, Contractor must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

11. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
12. The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10, et. seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina
13. Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
14. Contractors who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and expenditures to the proper program area of DHEC. The Contractor is subject to site visits from DHEC in an effort to monitor compliance.

15. Contractors who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass through funds.
16. DHEC have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this contract.
17. The Contractor agrees to abide by DHEC's Confidentiality Policy, which states that all information about personal facts and circumstances of DHEC employees, clients, or members of the public is confidential and will not be disclosed without written authorization of the individual to which it pertains, unless disclosure is required by law, or otherwise required in accordance with this agreement and released to the Contractor after DHEC Office of General Counsel review. If confidential information is disclosed pursuant to a properly completed authorization, documentation of the disclosure and a copy of the authorization must be maintained and made available for DHEC inspection and audit. In addition, confidential agency information and action shall not be disclosed unless DHEC authorizes the disclosure in writing, or the disclosure is required by law.

The types of information that generally must be kept confidential include, but are not limited to, personal information about job applicants, DHEC employees, DHEC clients or members of the public, such as names, social security numbers, addresses, telephone numbers, medical or disability information, financial status and information, account or identification numbers issued by government agencies or private financial institutions, other identifying information, or confidential business information.

The Family Privacy Protection Act may place additional restrictions on the collection and disclosure of personal information. Information that is otherwise available to the public under the Freedom of Information Act may be released in accordance with State law.

Protected Health Information about DHEC clients generally cannot be disclosed without proper authorization by the client or his/her parent or legal guardian, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164).

The Contractor and the Contractor's employees/agents may be required to sign DHEC's Confidentiality Agreement (DHEC form #0321), a copy of which is attached hereto. Alternatively, if the Contractor desires to rely upon an existing Confidentiality Agreement signed by its employees/agents, a copy of the Confidentiality Agreement must first be provided to the DHEC Contract Officer for evaluation, and the Contracting Party must provide written verification that all employees/agents who may have access to DHEC confidential information in the course of performing this agreement have executed the Confidentiality Agreement. The Contractor must ensure that confidential information released to the Contractor's employees/agents is limited to the information minimally necessary in order to meet its obligations under this agreement.

Unauthorized disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, civil suit, or debarment from doing business with the State. The Contractor must immediately notify the Region Health Director and DHEC HIPAA Privacy Officer of any unauthorized disclosure of a DHEC client's protected health information which occurs in the course of performing this agreement. Unauthorized disclosure of other types of confidential information not consisting of protected health information must be immediately reported to the DHEC Contract Officer, 2600 Bull Street, Columbia, S. C. 29201.

18. The provisions of the Contract are contingent upon any possible revision of State regulations and requirements.

19. The contractor must maintain a method of accounting that is adequate to properly classify and identify all reimbursable expenses related to their activities. This must be done using a system of fund accounting as required by Financial Accounting Standards Board (FASB) 117 for all not-for-profit organizations utilizing donor restricted grants for specific purposes.
20. The contractor must maintain supporting documentation which identifies expenditures by date, location, amount vendor, method of payment and purpose relative to the terms of the contract.
21. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.**
 SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.
- Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.
- Any employee, agent, or contractor of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.
- If the Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Contractor is required to inform Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.
22. The Eligible Items-FY 2013 is attached as **Attachment A** hereto and specifically incorporated by reference into this contract.
23. Failure to comply with this contract, the S.C. Department of Health and Environmental Control (DHEC) Guidelines for Emergency Medical Services Improvement and Upgrading of EMS System which are attached as **Attachment B** hereto and specifically incorporated by reference into this contract, will result in suspension or termination of the contract and all payments under this contract. Contractor will be responsible for repayment to DHEC of any funds provided for equipment or training found not to be in compliance with this contract and the provisions of the approved application (DHEC form 1061).

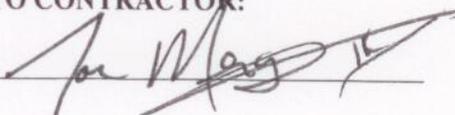
The parties to this contract hereby agree to any and all provisions of the contract as stipulated above.

AS TO DHEC:

BY: _____

TITLE: Deputy Director

AS TO CONTRACTOR:

BY: 

TITLE: COUNTY ADMINISTRATOR

DATE: _____

DATE: 10/15/12

CONTRACT NUMBER: _____

SCEIS P.O. # _____



DHEC Confidentiality Agreement

I understand that the South Carolina Department of Health and Environmental Control (DHEC) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of DHEC employees, clients, or other citizens given or made available to DHEC in administration of the agency's programs and services.

DHEC's Confidentiality Policy states that Information about personal facts and circumstances of DHEC employees, clients and other citizens will be kept confidential and will not be disclosed without the individual's written authorization, except as required by law or as required to perform agency responsibilities. Protected Health Information that identifies an individual generally cannot be released unless properly authorized by the client or his/her legal representative, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act and other state and federal laws may place additional limitations on disclosure of personal information.

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: protected personal information of job applicants, DHEC employees, or members of the public, such as names, social security numbers, addresses, telephone numbers, financial status and information, account or identification numbers issued by government agencies or private financial institutions, confidential business information, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, volunteer services, or contract performance with DHEC, I may see or hear confidential information and/or protected health information.

By signing this agreement, I understand and agree that I will not disclose confidential information or protected health information unless the disclosure complies with DHEC policies and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification. I will immediately report any unauthorized disclosure of protected health information or other confidential information as required by DHEC Policy, or as required by terms in any contract or agreement with DHEC to which I am a party.

I will not discuss any confidential information or protected health information obtained in the course of my relationship with DHEC with any person or in any location outside of my area of responsibility in DHEC, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected health information will continue after termination of my employment/volunteer assignment/contract affiliation with DHEC.

DHEC Confidentiality Agreement

I understand that violation of this Agreement may result in termination of my volunteer, contractual and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

I have read the above Agreement and agree to comply with all its terms.

Signature: Joe Messer Date: 10/15/12

Witness: _____ Date: _____

Work Location: _____



**Emergency Medical Services
Community EMS Assistance Program**

1. Lexington County
2. 10/15/2012 Date of Application

3. Grant Project Period:
From: July 1, 2012
To: June 30, 2013

4. 1 Year 2 Year

5. State Funds Requested	\$	21,026.25	Source of Local Funds
Total Local Cash	\$	1,223.75	
Total Project Cash	\$	22,250.00	<input checked="" type="checkbox"/> County <input type="checkbox"/> Community <input type="checkbox"/> Private

6. Ambulance Service:

<u>Lexington County EMS</u>	<u>407 Ball Park Road, Lexington SC 29072</u>	<u>803-785-8683</u>
Name	Mailing Address	Telephone
<u>LCEMS@lex-co.com</u>		
E-Mail Address		
<u>Chief T. Brian Hood</u>	<u></u>	
Director / Chief / Name	Signature	

7. County Authorization:

Choice of Funding Formula

The county has chosen a local formula for distribution of monies among the ambulance service and all the services have agreed in writing on this formula. The documentation of their agreement with signatures is attached.

If yes, initial here: _____

The county has chosen to fund each of the ambulance services based on the percentage of the county's total emergency runs which were run by each ambulance service.

If yes, initial here: BA

I certify that I understand and agree to comply with the general and fiscal requirements of this application and that I am duly authorized to commit the application to these requirements. I also understand that the funds available through this grant are not to be used to replace existing dollars now used for the EMS assistance through this grant program.

8. Authorizing Official

<u>Lexington</u>	<u>Joseph G. Mergo III</u>	<u>County Administrator</u>
County	Name	Title
<u>212 South Lake Drive</u>	<u>Lexington</u>	<u>29072</u>
Street	City	Zip
<u>jmergo@lex-co.com</u>	<u>803-785-8100</u>	Telephone
Email Address	<u></u>	<u>10/15/2012</u>
	Signature	Date

4. Communications Equipment

Quantity	Cost per Item	Item	Total
5	\$250.00	Netmotion software licenses for wireless AVL and CAD data	\$1,250.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Communication Equipment Total			\$1,250.00

5. Training

Quantity	Cost per Item	Item	Total
4	\$4,250.00	Paramedic Tuition for Upcoming Paramedic Program	\$17,000.00
1	\$3,000.00	Panasonic Tough Book CF-52 with Docking Station	\$3,000.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Training Total			\$20,000.00

6. Other/ Describe (Ambulance)

Quantity	Cost per Item	Item	Total
2	\$500.00	iPad 2 with case	\$1,000.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Other/ Describe (Ambulance) Total			\$1,000.00

Budget Justification

ONLY USE FOR EQUIPMENT NOT ON THE LIST OF ELIGIBLE ITEMS. Please provide your justification, attach brochure or vendor literature.

All items are on the list of eligible items.

\$536,382.00						
2013 GRANT-IN-AID DISTRIBUTION						
COUNTY CODE	COUNTY NAME	COUNTY POPULATION	% OF STATE POPULATION	SHARE BY POPULATION	EQUAL SHARE PER COUNTY	COUNTY TOTAL
				\$268,191.00	\$268,191.00	
1	ABBEVILLE	25,417	0.549513509%	1,473.75	5,830.24	7,303.98
2	AIKEN	160,099	3.461327584%	9,282.97	5,830.24	15,113.21
3	ALLENDALE	10,419	0.225257947%	604.12	5,830.24	6,434.36
4	ANDERSON	187,126	4.045649164%	10,850.07	5,830.24	16,680.31
5	BAMBERG	15,987	0.345637662%	926.97	5,830.24	6,757.21
6	BARNWELL	22,621	0.489064212%	1,311.63	5,830.24	7,141.87
7	BEAUFORT	162,233	3.507464494%	9,406.70	5,830.24	15,236.94
8	BERKELEY	177,843	3.844951446%	10,311.81	5,830.24	16,142.05
9	CALHOUN	15,175	0.328082287%	879.89	5,830.24	6,710.13
10	CHARLESTON	350,209	7.571490590%	20,306.06	5,830.24	26,136.30
11	CHEROKEE	55,342	1.196489617%	3,208.88	5,830.24	9,039.12
12	CHESTER	33,140	0.716484151%	1,921.55	5,830.24	7,751.79
13	CHESTERFIELD	46,734	1.010385345%	2,709.76	5,830.24	8,540.00
14	CLARENDON	34,971	0.756070225%	2,027.71	5,830.24	7,857.95
15	COLLETON	38,892	0.840841932%	2,255.06	5,830.24	8,085.30
16	DARLINGTON	68,681	1.484877731%	3,982.31	5,830.24	9,812.55
17	DILLON	32,062	0.693177877%	1,859.04	5,830.24	7,689.28
18	DORCHESTER	136,555	2.952308186%	7,917.82	5,830.24	13,748.06
19	EDGEFIELD	26,985	0.583413543%	1,564.66	5,830.24	7,394.90
20	FAIRFIELD	23,956	0.517926805%	1,389.03	5,830.24	7,219.27
21	FLORENCE	136,885	2.959442760%	7,936.96	5,830.24	13,767.20
22	GEORGETOWN	60,158	1.300611152%	3,488.12	5,830.24	9,318.36
23	GREENVILLE	451,225	9.755448436%	26,163.23	5,830.24	31,993.47
24	GREENWOOD	69,661	1.506065252%	4,039.13	5,830.24	9,869.37
25	HAMPTON	21,090	0.455964114%	1,222.85	5,830.24	7,053.09
26	HORRY	269,291	5.822049897%	15,614.21	5,830.24	21,444.45
27	JASPER	24,777	0.535676760%	1,436.64	5,830.24	7,266.88
28	KERSHAW	61,697	1.333884209%	3,577.36	5,830.24	9,407.60
29	LANCASTER	76,652	1.657210114%	4,444.49	5,830.24	10,274.73
30	LAURENS	66,537	1.438524622%	3,857.99	5,830.24	9,688.23
31	LEE	19,220	0.415534864%	1,114.43	5,830.24	6,944.67
32	LEXINGTON	262,391	5.672872449%	15,214.13	5,830.24	21,044.37
33	McCORMICK	10,233	0.221236642%	593.34	5,830.24	6,423.58
34	MARION	33,062	0.714797798%	1,917.02	5,830.24	7,747.26
35	MARLBORO	28,933	0.625529148%	1,677.61	5,830.24	7,507.85
36	NEWBERRY	37,508	0.810919962%	2,174.81	5,830.24	8,005.05
37	OCONEE	74,273	1.605776324%	4,306.55	5,830.24	10,136.79
38	ORANGEBURG	92,501	1.999864227%	5,363.46	5,830.24	11,193.69
39	PICKENS	119,224	2.577613351%	6,912.93	5,830.24	12,743.17
40	RICHLAND	384,504	8.312945749%	22,294.57	5,830.24	28,124.81
41	SALUDA	19,875	0.429695912%	1,152.41	5,830.24	6,982.64
42	SPARTANBURG	284,307	6.146694617%	16,484.88	5,830.24	22,315.12
43	SUMTER	107,456	2.323190132%	6,230.59	5,830.24	12,060.83
44	UNION	28,961	0.626134505%	1,679.24	5,830.24	7,509.48
45	WILLIAMSBURG	34,423	0.744222509%	1,995.94	5,830.24	7,826.18
46	YORK	226,073	4.887680191%	13,108.32	5,830.24	18,938.56
	STATE TOTAL	4,625,364	100.0000%	\$268,191.00	\$268,191.00	536,382.00

Note: Population projections are readjusted to the 2010 Census count.

Source: South Carolina Statistical Abstract - Population - Table 7 Source: U.S. Census Bureau, Census 1990-2010, 2005-2009 Population Estimate

ORDINANCE NO. 12-15

AUTHORIZING THE IRMO CHAPIN RECREATION COMMISSION OF THE IRMO CHAPIN RECREATION DISTRICT TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$18,000,000; AND OTHER MATTERS RELATING THERETO.

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

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

(a) The Irmo Chapin Recreation Commission (“*Commission*”) is the governing body of the Irmo Chapin Recreation District (“*District*”), a body politic and special purpose district created and established pursuant to Act No. 329 of the Act and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1969, as amended (“*Act*”).

(b) Pursuant to the Act, the corporate powers and responsibilities of the District are performed by the Commission, including, specifically, the power to acquire, by gift, purchase, or through exercise of eminent domain, lands, or interests therein whereupon to establish general recreational facilities.

(c) The Commission plans to undertake the following: (i) acquire certain real property and related improvements; and (ii) make other capital improvements, including repairs, within the District, to its various facilities and equipment (collectively, “*Projects*”) at an approximate cost of \$18,000,000.

(d) The Commission has determined it is in the best interest of the District to finance all or a portion of the Projects through the issuance of general obligation bonds of the District.

(e) Pursuant to the provisions of Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 6, Chapter 11, Article 5 (“*Issuing Act*”), Code of Laws of South Carolina, 1976, as amended (“*Code*”), the commission of a special purpose district may petition the county board of the county in which a special purpose district is located for authorization to issue bonds of the special purpose district, the principal proceeds of which shall be used in furtherance of any power of the special purpose district.

(f) The Issuing Act requires the county board of the county in which the special purpose district is located to order a public hearing to be held upon the question of the issuance of bonds of such special purpose district prior to the county board authorizing the issuance of the bonds of the special purpose district.

(g) The County Council constitutes a “county board”; the District constitutes a “special purpose district”; the Commission constitutes a “commission”; and the undertaking of the Projects constitutes a “power” committed to the District, as such quoted terms are defined in the Issuing Act.

(h) The Commission submitted a petition dated October 24, 2012, to County Council requesting authorization to issue not exceeding \$18,000,000 aggregate principal amount general obligation bonds of the District (“*Bonds*”) for the purpose of financing all or a portion of the Projects.

(i) After due notice thereof (Exhibit A), a public hearing was held by County Council on December 11, 2012, on the question of the issuance of the Bonds.

Section 2. Authorization to Issue Bonds. Pursuant to the aforementioned constitutional and statutory provisions, the Commission, on behalf of the District, is hereby authorized to issue the Bonds of the District. The Bonds may be issued at one time or from time to time. The Bonds shall be dated, shall mature, shall be in such denominations, shall bear such interest, shall be subject to redemption, shall be executed and shall contain such other provisions as the Commission shall determine.

Section 3. Security for and Payment of Bonds; Pledge of Credit. For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking funds as may be necessary therefor, the full faith, credit, and taxing power of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as property taxes are levied and collected, a tax without limit on all taxable property in the District 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.

Section 4. General Authorization to Commission. The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance and sale of the Bonds at such time as it deems necessary and in the interest of the District.

Section 5. General Repealer. All orders, resolutions, ordinances and parts thereof, procedural and 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 passage and approval.

Section 6. Codification. This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

THEREFORE, be it ORDAINED by the Lexington County Council, this 8th day of January 2013.

LEXINGTON COUNTY, SOUTH CAROLINA

Chair, Lexington County Council

(SEAL)

ATTEST:

Clerk, Lexington County Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

[Affidavit of Publication of Notice of Public Hearing]

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

TO LEXINGTON COUNTY COUNCIL)
)
) **PETITION**

The Irmo Chapin Recreation Commission ("*Commission*") petitions the Lexington County Council ("*County Council*") pursuant to Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended ("*Bond Act*") to approve the issuance of the Commission's not exceeding \$18,000,000 general obligation bonds in one or more series ("*2013 Bonds*") and respectfully shows:

1. The Commission is the governing body of the Irmo Chapin Recreation District ("*District*"), a body politic and a special purpose district created under the laws of the State of South Carolina and located in Lexington County, South Carolina.
2. The Commission has determined it is in the best interest of the District to issue the 2012 Bonds to undertake the following: (i) acquire certain real property and related improvements; and (ii) make other capital improvements, including repairs, within the District, to its various facilities and equipment at an approximate cost of \$18,000,000.
3. Pursuant to the Bond Act, after a public hearing and with the approval of County Council, the Commission is authorized to issue bonds the principal proceeds of which are to be used to further any power of the District under the procedures prescribed in the Bond Act.
4. To meet the financial cost of the Project, the Commission petitions the County Council for approval to issue and sell the District's 2013 Bonds.
5. The Commission intends to issue the 2013 Bonds after a public hearing and approval by County Council and pursuant to the Code of Laws of the State of South Carolina and the South Carolina Constitution.

WHEREFORE, on the basis of the foregoing, the Commission respectfully requests County Council accept the filing of the Petition presented herewith; that it order a public hearing on the question of the issuance of the 2013 Bonds and that it adopt an ordinance authorizing the Commission to proceed with the issuance and sale of the 2013 Bonds.

Respectfully submitted,

IRMO CHAPIN RECREATION COMMISSION

By: *Elizabeth Taylor*
Elizabeth Taylor, Executive Director

October 24, 2012

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Joe Mergo, County Administrator
From: Jim Starling, Engineering Associate III
Date: 10/31/2012
Re: Public Works Committee: Old Business/New Business - "State Dirt Roads"

On May 3, 1994, the South Carolina Department of Transportation Road Commission set a road mileage cap at 1,224.26 miles for the SCDOT secondary road maintenance system based on their existing mileage as of June 30th, 1993. The mileage cap included 45.26 miles of dirt roads and 1,179 miles of paved roads.

In July of 1997, SCDOT informed Lexington County that their secondary road mileage inventory exceeded their cap and that Lexington County was required to accept 18.23 miles of SCDOT maintained roads into our system. This mileage overage was corrected and reduced due to deletions and/or dropped projects that were programmed for paving through the SCDOT. As a result, Lexington County accepted 12.20 miles of SCDOT secondary dirt roads into our system in 1998 and we have made several mileage exchanges since then as per the attached spreadsheet.

As per the spreadsheet, Lexington County accepted a total of 27.49 miles from SCDOT. The majority of roads that Lexington County has accepted are dirt roads; however, Diamond Road and Windmill Road are paved roads that the County accepted into our system due to the proximity of the Batesburg-Leesville Industrial Site. Lexington County gave SCDOT Helenwood Road (dirt) in exchange for Diamond Road (paved) and they paved Helenwood Road shortly after this road exchange.

In 2007, SCDOT established a new mileage cap at 1,212.58 and there is an effort on their part to further reduce their total mileage. SCDOT's currently maintains 18.34 miles of dirt roads as indicated on the attachment under item "G".

Please add this to the Public Works Committee agenda on November 13, 2012 for "information purposes only" to address "State Dirt Roads" under the Old Business/New Business item on the agenda.

SCDOT Mileage Cap and State Dirt Roads Taken into County System Since 1993

A. In 1994, a State secondary road system mileage cap was established at 1,224.49 miles by the South Carolina Department of Transportation Road Commission. The cap was based on roads in their system as of June 30th, 1993. This mileage cap included 45.26 miles of dirt roads and 1,179 miles of paved roads. In 1998, Lexington County began taking SCDOT secondary roads into our system in exchange for roads being programmed for paving through SCDOT. The following is a breakdown of roads taken into the County system. Items B through E contain all of the roads taken into our system since 1998 and item F shows the total miles taken into the County system. Item C contains both dirt and paved roads taken into the County system. Item G shows the remaining dirt roads in the SCDOT secondary road maintenance system. The current mileage cap as of June 2007 is 1,212.58, which includes the 18.34 miles of State maintained dirt roads.

B. In February 1998, the SCDOT Road Commission removed the following roads from the SCDOT System				
S-250	Martin Neese Rd	Dirt	0.25	
S-240	Reedy O. Smith Rd	Dirt	3.18	
S-1103	Southland Rd	Dirt	0.6	
S-279	Boiling Springs Rd	Dirt	1.88	
S-279	Steele Pond Rd	Dirt	0.69	
S-1103	Walter Taylor Rd	Dirt	1.12	
S-102	Burton Gunter Rd	Dirt	1.59	
S-81	Ellett Rd	Dirt	1.03	
S-774	Hayride Rd	Dirt	1.68	
S-277	Lewie Rd	Dirt	0.18	
Total State dirt roads taken into County system in 1998			12.20	

C. In October 2002, the SCDOT Road Commission removed the following roads from the SCDOT System				
S-162	Pine Plain Rd	Dirt	3.18	
S-247	Pelion Rd	Dirt	2.64	
S-237	Beaver Creek Rd	Dirt	1.00	
S-97	Zane Ave	Dirt	0.80	
S-86	South Bethlehem Rd	Dirt	0.80	
S-1187	Diamond Rd	PAVED	0.48	In August 2001, SCDOT exchanged Diamond Road for Helenwood Rd
County	Helenwood Rd	Dirt	-0.31	Given to SCDOT in exchange for Diamond Road.
S-688	Windmill Rd	PAVED	0.40	This road is paved and was removed from the SCDOT system in association with the Batesburg/Leesville Industrial Site.
Total State roads taken into County system in 2002			8.99	Note: contains both dirt and paved.

D. In October 2005, the SCDOT Road Commission removed the following roads from the SCDOT System				
S-76	Samaria Highway	Dirt	3.21	
S-85	Limerock Road	Dirt	0.71	
Total State dirt roads taken into County system in 2005			3.92	

E. In January 2011, Lexington County requested that SCDOT remove the following roads from SCDOT System.				
S-63	Platt Springs Road	Dirt	1.77	
S-936	Stevens Creek Rd	Dirt	0.61	
Total State dirt roads taken into County system in 2011			2.38	

F. **Grand Total State dirt/paved roads taken into County System** **27.49**

G. Total dirt roads remaining in SCDOT Maintenance System as of 10-11-2012				
S-76	Samaria Highway	Dirt/Paved	2.84	Total length of road is 3.25 with 0.41 miles paved for bridge over I-20
S-242	Pine Grove Road	Dirt	2.30	
S-63	Platt Springs Road	Dirt	1.77	
S-99	Green's Bridge Road	Dirt	1.06	
S-53	Charles Town Road	Dirt/Paved	2.88	Total length of road is 3.56 with 0.68 miles paved for bridge over Black Creek
S-294	Johnson King Road	Dirt	3.36	
S-100	Pooles Mill Road	Dirt	4.13	
Total miles of existing State dirt roads			18.34	

County of Lexington

Department of Solid Waste Management

498 Landfill Lane
Lexington, South Carolina 29073
Telephone: (803) 755-3325
Facsimile: (803) 755-3833

To: Adam DuBose, County Grants Manager
From: Amanda St. John, Recycling Coordinator
Date: November 1, 2012
Re: Palmetto Pride Grant Application

Solid Waste Management is requesting Council's approval to apply for \$5,500 through PalmettoPride's Community Pride Grant.

If the grant is awarded, these funds will be used to purchase indigenous and/or drought-resistant perennials for the beautification projects at the Coroner's Office, Fire Services and the Landfill.

With the November 15 application deadline, we are respectfully requesting that committee report out and it goes to Council at their November 13, 2012 meeting.

We appreciate your understanding and consideration of this matter. If you have any questions, please let me know.

**COUNTY OF LEXINGTON
SW/PALMETTO PRIDE GRANT
Annual Budget
Fiscal Year - 2012-13**

Object Code	Revenue Account Title	Actual 2010-11	Received Thru Jun 2011-12	Amended Budget Thru Jun 2011-12	Projected Revenues Thru Jun 2011-12	Requested 2012-13	Recommend 2012-13	Approved 2012-13
* SW/Palmetto Pride Grant 5725:								
Revenues:								
459900	Miscellaneous Payments & Grants	8,925	5,880	4,500	4,500	5,500	5,500	
461000	Investment Interest	13	1	0	0	0	0	
** Total Revenue		8,938	5,881	4,500	4,500	5,500	5,500	
***Total Appropriation					10,421	5,500	5,500	
Deferred Revenue					5,922			
FUND BALANCE								
Beginning of Year					141	142	142	
FUND BALANCE - Projected								
End of Year					142	142	142	

Fund: 5725
Division: Public Works
Organization: 121207 - Solid Waste / Recycling

Object Expenditure Code	Classification	2010-11 Expend	2011-12 Expend (May)	2011-12 Amended (May)	2012-13 Requested	BUDGET	
					2012-13 Requested	2012-13 Recommend	2012-13 Approved
Operating Expenses							
520103	Landscaping/Ground Maintenance	0	0	4,500	5,500	5,500	
521200	Operating Supplies	1,541	0	0	0	0	
* Total Operating		1,541	0	4,500	5,500	5,500	
**Total Personnel & Operating		1,541	0	4,500	5,500	5,500	
Capital							
599999	Capital Clearing	(1,541)	0	0	0	0	
	All Other Equipment	1,541	5,880	5,921			
**Total Capital		0	5,880	5,921	0	0	
** Total Appropriation		1,541	5,880	10,421	5,500	5,500	

SECTION III – PROGRAM OVERVIEW

Summary of Program

PalmettoPride Community Grant

Objective:

This program is a proposed grant application with PalmettoPride Anti-Litter Organization.

To help increase beautification at three county department locations, we will use grant funds to purchase various indigenous and/or drought-resistant perennials for the beautification project at the Coroner's Office, Fire Service's Headquarters and the Landfill.

SECTION IV. – SUMMARY OF REVENUES

459900 – PalmettoPride Grant	\$5,500
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SECTION V. – LINE ITEM NARRATIVES

SECTION VI. C. OPERATING LINE ITEM NARRATIVES

520103 – Landscaping/Ground Maintenances	\$5,500
---	----------------

The funding for plants is being requested through the PalmettoPride Community Grant. These plants will increase beautification in Lexington County.



**COMMUNITY PRIDE GRANT
APPLICATION COVER PAGE**

PLEASE TYPE OR PRINT ALL INFORMATION

Organization Lexington County Solid Waste Management

* Contact Person Amanda St. John

Address 498 Landfill Lane

City Lexington County Lexington Zip 29073

Telephone (803) 785-3340 Fax (803) 755-3833

Email astjohn@lex-co.com

* Please note: The contact person identified above will receive the grant check and all grant-related correspondence.

Type of Organization (please check)

- Neighborhood or community group – up to \$2,000
- City or Municipality – up to \$4,000
- County or State Agency – up to \$8,000

Projected number of participants in project:

Staff ~20 Community Members 260,000 Elected Officials 9 Law Enforcement TBD

Type of Activity (please check all that apply)

- Litter Reduction
- Beautification
- Cleanup Supply Donation (complete form below)

Amount of Funding Requested: \$ 5,500.00



COMMUNITY PRIDE GRANT PROJECT NARRATIVE

- 1. Is this a new or existing project? If this is an existing project, how long has it been on-going?**
This is a new project. While the County has done landscaping at the main administration building, the three areas mentioned in this application have had little to nothing done before in regards to beautification.

2. What types of activities are involved in this project?

This beautification project involves 3 County buildings each in high traffic areas. We plan to add plantings to the Coroner's Office, Fire Services and the Landfill.

The Coroner's Office is in the heart of the Town of Lexington on Duffie Road and currently has no landscape other than grass. In order to fulfill the wishes of the town we plan to plant a variety of trees and shrubs that will enhance the County greatly.

Fire Services is located on Ball Park Road and is located across from popular ball fields and down the street from a busy Collection and Recycling Center. Ball Park Road is also home to several other County departments.

The Landfill off of Highway 302 in the Edmund community sees hundreds of visitors a day—residents and businesses alike. We feel that adding to the landscape with colorful trees and shrubs will help our customers realize that the 'dump' is a professional department and workplace.

We plan to use low-maintenance perennials, many of which are drought-resistant or indigenous.

3. Will the work be performed by volunteers, paid contractors or both?

If both, what percentage (i.e. 50% volunteer, 50% contractor)

County Staff is 100% responsible for these projects. Our Building Services and Community Development Departments will be responsible for the plantings. The Landfill and Fire Services will be responsible for maintaining the plants and the Sheriff's Department will maintain the plants at the Coroner's Office.

4. What benefit to the community does this project offer?

This project will allow Lexington County the opportunity to improve our public spaces and community as a whole. These spaces are seen by countless residents and by showing pride in our own buildings and spaces we hope to encourage them to do the same with their homes and businesses.

5. How many citizens are in your community and approximately how many will benefit from this project?

Lexington County has a population of more than 260,000. These residents travel to various parts of the county. Fire Services and the Coroner's Office are located within the Town of Lexington, one of our most populated areas, and each are located on busy roads. The landfill has up to 200 visitors a day from all over the County.

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RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 13TH DAY OF NOVEMBER, TWO THOUSAND AND TWELVE, ADOPTED THE FOLLOWING:

WHEREAS, the Chapin High School “Pride of the Midlands” Marching Band took first place in the 3A State Championship on Saturday, October 27, 2012; and

WHEREAS, this is the first time that the Chapin High School Band has won a State Championship since 1986; and

WHEREAS, under the guidance of directors, Kevin Hebert and David Santiago, the band scored a 91.275 placing first amongst the 14 3A Bands in Lower State and sweeping all of the caption awards (Music, Marching, and Overall Effect.) Chapin placed first out of the 17 bands competing in the final round of the 3A State Championships with a score of 95.3 and again sweeping all captions (Music, Marching, and Overall Effect); and

WHEREAS, the Pride of the Midlands is comprised of 115 young people who committed themselves to countless hours of practice, learning and perfecting their musical and marching skills which enabled them to perform so admirably; and

WHEREAS, it is fitting that we recognize this outstanding accomplishment by this group of young men and women of Chapin High School who have distinguished themselves and brought honor to their school, their community, and their county.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, offer our congratulations to the **MEMBERS OF THE CHAPIN HIGH SCHOOL MARCHING BAND, BAND DIRECTORS, KEVIN HEBERT AND DAVID SANTIAGO, AND STAFF** for a job well done.

William B. Banning, Sr., Chairman

Johnny W. Jeffcoat, Vice Chairman

James E. Kinard, Jr., Chairman

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

November 13, 2012

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

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: November 2, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffery A. Hyde
Procurement Manager

FROM: Jo Marie Brown
Procurement Officer

**SUBJECT: Egress Renovations for the Marc H. Westbrook Lexington County Judicial Center
C13012-10/31/12B
Building Services**

Competitive bids were solicited and advertised for the Egress Renovations for the Marc H. Westbrook Lexington County Judicial Center for Building Services. A mandatory pre-bid meeting was held on October 16, 2012, in which three (3) contractors attended. The County received three (3) responsive bids on October 31, 2012.

The bids were evaluated by Mark Kerley, Building Services Manager; James Golightly, MBAJ Architecture and Jo Marie Brown, Procurement Officer. It is our recommendation to award to the lowest responsive, responsible bidder, Pyramid Contracting, Inc. in the amount of \$83,500.00 (See the attached bid tabulation)

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Capital Projects Fund</u>	<u>Account Balance</u>
1000-149900-5AC474	Construction Cost (Judical Ctr Stairs)	\$100,000.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on November 13, 2012.

copy: Randy Poston, Interim Director of Finance
Mark Kerley, Building Services Manager
Beth Carrigg, Clerk of Court



**BID TABULATION
SINGLE PRIME BUILDING CONTRACTORS**

PROJECT: Egress Renovations for the Marc H. Westbrook Judicial Center
County of Lexington
Bid #B13012-10/31/12B

BID DATE: October 31, 2012
BID TIME: 1:00 pm
LOCATION: County of Lexington, Admin. Bldg
212 South Lake Drive, Lexington, SC

MBAJ NO.: 1202 **FILE NO.:** B-8.1

CONTRACTOR	LICENSE NUMBER	BID BOND	LIST OF REFERENCES	CERT. OF FAMILIARITY	ALLOWANCES	UNIT PRICES	ADD. REC'D	BASE BID
Pyramid Contracting	G-109740	x	x	x	x	x	x	\$83,500
Complete Building Corp.	G-13003	x	x	x	x	x	x	\$124,700
Weber Construction	G-15197	x	x	x	x	x	x	\$167,000

**CONFIRMED BID TABULATION SHEET
MBAJ Architecture**

BY: 

James S. Golightly, II, AIA

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: November 5, 2012

TO: Joe Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Employee Grocery Gift Cards
Human Resources**

Competitive bids were solicited from various vendors for Employee Grocery Gift Cards.

The bids were evaluated by Lori Adler, Director of Human Resources; and Angela Seymour, Procurement Officer. It is our recommendation to award to Bi-Lo as the lowest responsible bidder, in the amount of \$34,425.00. (See attached bid tabulation)

A coin toss was performed by Jeffery A. Hyde, Procurement Manager on November 1, 2012, due to a tie bid between Bi-Lo and Piggly Wiggly. The coin toss was witnessed by Angela M. Seymour, Procurement Officer.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
1000-999900-525701	Employee Christmas Gift Expense	\$36,880.00

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 November 13, 2012.

copy: Randy Poston, Interim Director of Finance
Lori Adler, Director of Human Resources

County of Lexington

Quote Tabulation

2012 Holiday Gift Cards

Item	Qty	U/M	Description	Publix		Food Lion		Piggly Wiggly		Bi-Lo	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1530	ea	Gift Cards	\$ 24.25	\$ 37,102.50	\$ 23.75	\$ 36,337.50	\$ 22.50	\$ 34,425.00	\$ 22.50	\$ 34,425.00

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8107

(F) 785-2240

DATE: November 2, 2012

TO: Joe G. Mergo, III
County Administrator

FROM: Jeffrey A. Hyde
Procurement Manager

SUBJECT: **911 Communication Radio Dispatch Consoles**
P13003-10/02/12H
Public Safety

We are in receipt of a purchase request for the 911 Communications Radio Dispatch Consoles for the new EOC/ECC Facility. The Procurement Department solicited quotes from the South Carolina State Contract holder (Motorola, Inc.) and the current Governmental Services Administration (GSA) contract holder (Avtec, Inc.). The quotes were received and reviewed by John Fechtel; Deputy County Administrator; Mike Ujcich, Chief Information Officer; Nikki Rodgers, 911 Coordinator; Cari Reinberg, 911 Training Coordinator; and Boykin Roseborough, Lexington County Telecommunications Committee member and it was determined that Avtec, Inc. could not currently provide the connectivity required for the Palmetto 800 system (South Carolina's statewide emergency communications radio system). The consoles are being purchased through the South Carolina State Contract number #5000011320 from Motorola, Inc., as their quote met all the communications system requirements. This procurement has been recommended and approved by David Kerr, Director of Public Safety.

The total cost for this purchase and installation of eighteen (18) consoles and accessories, including applicable sales tax is \$1,154,333.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>
5700-131301-5AD342	New Radio Consoles	\$1,763,412.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on November, 13, 2012.

copy: Randy Poston, Interim Director of Finance
David Kerr, Director of Public Safety
Lynn Sturkie, Director of Information Services

COUNTY OF LEXINGTON
Electronic Patient Care Reporting (ePCR)

Evaluation Committee Report and Recommendation
Request for Proposals No. P12005-06/19/12B

November 5, 2012

PURPOSE

The County of Lexington issued a Request for Proposal (RFP) to establish a contract with a software vendor to provide a web-hosted Electronic Patient Care Reporting System for the Public Safety/Emergency Management System (EMS).

EVALUATION COMMITTEE

An evaluation committee was appointed by Joe G. Mergo, III, County Administrator, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. Committee members were: Chief Brian Hood, EMS Coordinator; Tyler Dennison, EMS Training & Compliance Commander; Mary Burnett, EMS Billing Clerk; Mike Ujcich, Chief Information Officer; Mike Gillis, EMS Logistics (Non-Voting); John Thompkins, Information Services (Non-Voting); and Jo Marie Brown, Procurement Officer (Non-Voting).

SOLICITATION REQUIREMENTS

The required legal advertisements, soliciting sealed competitive proposals, were placed on the County's website, South Carolina Business Opportunities (SCBO), and the Demandstar website. Notification was also mailed to five (5) vendors on a potential offeror list. The County received a proposal from three (3) responsive vendors on June 28, 2012.

EVALUATION PROCESS

On July 12, 2012 the evaluation committee began its evaluation process. Copies of the submittals were distributed to each committee member for their individual evaluation. The committee met several times for detailed discussions of their individual evaluation of the proposals and respective scoring of each criteria factor. Each proposal under consideration was evaluated and scored on five (5) specific criteria areas as indicated in the RFP. The factors listed in the order of their relative importance were as follows: (1) Ability to meet functional requirements; (2) Customer Support; (3) Implementation Plan (4) Cost; (5) Vendor's Financial Stability. Members of the evaluation committee made trips to visit three facilities to view each proposer's software in addition to conducting interviews and demonstrations. After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the final evaluation was completed by the committee on September 7, 2012.

Based upon the quality of the responses to the request for proposals and the evaluation committee's review, the County entered into negotiations with Zoll Medical on September 18, 2012.

PROPOSED COST

The evaluation committee recommends a two (2) year contract with option to renew every two (2) years, not to exceed eight (8) years if deemed to be in the best interest of the County. The total cost to the County of Lexington for these services for two years is estimated at \$126,720.00 (this amount is based upon an annual estimated 37,000 patient care reports.) There is a balance of \$300,000.00 in account number 1000-131400-549904 Capital Contingency. (BAR Pending)

RECOMMENDATION

The committee hereby submits and recommends for Council consideration and approval to award a contract with Zoll Medical. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on November 13, 2012.

Jo Marie Brown, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: November 2, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Jo Marie Brown
Procurement Officer

**SUBJECT: EMS Disposable Medical Supplies -Term Contract
C13007-10/26/12B
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 26, 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 \$33,743.14, 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 November 13, 2012.

copy: Randy Poston, Interim Director of Finance
Brian Hood, Public Safety/EMS Director
Eric Kehl, Public Safety/Logistics Officer

County of Lexington

Bid Tabulation

C13007-10/26/12B

EMS Disposable MEDICAL SUPPLIES - TERM CONTRACT

Item #	Quantity	Description	Henry Schein		Quadmed		Kentron		Bound Tree	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1,500	Providone iodine prep pads	0.0400	\$60.00	0.0337	\$50.55	No Bid	No Bid	0.0327	\$490.05
2	20,000	Alcohol prep pads, med	0.0200	\$400.00	0.0070	\$140.00	0.0090	\$180.00	0.0065	\$129.00
3	11,000	Tegaderm trans dressing	0.3400	\$3,740.00	0.2881	\$288.10	0.2950	\$3,245.00	0.2497	\$2,746.70
4	5,400	Drip set 10 drop, 108306	1.5100	\$8,154.00	1.4300	\$7,722.00	No Bid	No Bid	1.3100	\$7,074.00
5	20	Drip set 60 drop, 608306	1.5700	\$31.40	1.5700	\$31.40	No Bid	No Bid	1.4700	\$29.40
6	20	Syringe, latex free, 60ml	0.3600	\$7.20	0.4392	\$8.78	No Bid	No Bid	11.8700	\$11.87
7	150	Syringe, latex free, 20ml	0.2400	\$36.00	0.2018	\$30.27	No Bid	No Bid	0.4000	\$64.00
8	400	Syringe, latex free, 10ml	0.1000	\$40.00	0.0935	\$37.40	No Bid	No Bid	0.1093	\$43.72
9	400	Syringe, latex free, 5ml	0.0900	\$36.00	0.0877	\$35.08	No Bid	No Bid	0.1200	\$48.00
10	200	Syringe, latex free, 3ml	0.0700	\$14.00	0.0658	\$13.16	No Bid	No Bid	0.0800	\$16.00
11	600	3M surg. tape, 1/2" x 10 yd	0.5700	\$342.00	0.2925	\$175.50	0.2460	\$147.60	0.5954	\$357.25
12	300	3M surg. tape, 1" x 10 yd	0.9300	\$2,790.00	0.5850	\$175.50	0.4900	\$147.00	1.1341	\$340.25
13	10,000	Disp. L-F 1" tourniquet	0.1000	\$1,000.00	0.0994	\$994.00	0.0890	\$890.00	0.0700	\$700.00
14	50	IV catheter, 25g, butterfly	0.9200	\$46.00	0.3860	\$19.30	No Bid	No Bid	0.2100	\$10.50
15	30	OB kit poly bagged	6.1700	\$185.10	4.8900	\$146.70	5.9900	\$179.70	8.3600	\$250.80
16	50	Oxygen cylinder wrench	1.5300	\$76.50	1.9900	\$99.50	1.5900	\$79.50	1.1300	\$56.50
17	20,000	EMS fitted stretcher sheets	0.8100	\$16,200.00	0.8350	\$16,700.00	0.7260	\$14,520.00	0.7914	\$15,828.00
18	2,000	Disp. Pillowcase, white	0.2700	\$540.00	0.4094	\$818.80	0.2590	\$518.00	30.0000	\$2,400.00
19	12	Rusch pvc NL tube, 12FR	2.5100	\$15.06	0.9474	\$11.37	No Bid	No Bid	2.2700	\$27.24
20	6	Rusch pvc NL tube, 14FR	2.5100	\$30.12	0.9474	\$5.68	No Bid	No Bid	2.2700	\$13.62
21	12	Rusch pvc NL tube, 16FR	2.5100	\$30.12	0.9474	\$11.37	No Bid	No Bid	2.2700	\$27.24
22	25	iTec Mfg Code strap	No Bid	No Bid	2.6300	\$65.75	No Bid	No Bid	2.7500	\$68.75
23	30	Moore Eco. Limb restraints	2.7600	\$82.80	2.8070	\$84.21	No Bid	No Bid	3.1500	\$94.50
24	200	Microstream Etco2 Filterline Set Adult/Pediatric Philips MRX	8.6400	\$1,728.00	9.1696	\$1,833.92	No Bid	No Bid	8.2400	\$1,648.00

22	25	iTec Mfg Code strap	2.8100	\$70.25	2.7100	\$67.75	No Bid	No Bid		
23	30	Moore Eco. Limb restraints	3.0200	\$90.60	4.5900	\$137.70	No Bid	No Bid		
24	200	Microstream Etco2 Filterline Set Adult/Pediatric Philips MRX	No Bid	No Bid	8.3100	\$1,662.00	14.7800	\$2,956.00		
25	25	Microstream Etco2 Filterline Set Infant Philips MRX	No Bid	No Bid	16.4300	\$410.75	No Bid	No Bid		
26	20	MedSource Yankauer Suction Tip	0.4200	\$147.00	0.0390	\$136.50	0.6800	\$238.00		
27	100	LMA MAD Nasal Intranasal Mucosal	3.1000	\$310.00	3.4100	\$341.00	No Bid	No Bid		
28	10	Dukal N-95 surgical Mask	0.6850	\$137.00	0.4400	\$88.00	0.8400	\$1.68		
29	200	Kendall Sharps Container	3.9600	\$792.00	2.7600	\$552.00	3.7800	\$756.00		
30	70	King Airway LTS-D Laryngeal Tube Kit with Lube and Syringe Sizes 4 and 5	No Bid	No Bid	33.9800	\$2,378.60	No Bid	No Bid		
31	50	SAS Safety Glass, clear plastic	1.3000	\$65.00	0.8600	\$43.00	No Bid	No Bid		
32	200	Kendall Meditrace Pediatric Electrodes	0.4800	\$96.00	0.4635	\$92.70	0.5000	\$100.00	0.1500	\$90.00

Home Aid Healthcare				
Item #	Quantity	Description	Unit Price	Total
1	10	Providone iodine prep pads	0.5890	\$883.50
2	150	Alcohol prep pads, med	0.0070	\$140.00
3	90	Tegaderm trans dressing	1.0700	\$11,770.00
4	5,400	Drip set 10 drop, 108306	No Bid	No Bid
5	12	Drip set 60 drop, 608306	No Bid	No Bid
6	20	Syringe, latex free, 60ml	0.5800	\$11.60
7	150	Syringe, latex free, 20ml	0.2200	\$33.00
8	400	Syringe, latex free, 10ml	0.1660	\$66.40
9	400	Syringe, latex free, 5ml	0.0780	\$31.20
10	200	Syringe, latex free, 3ml	0.0930	\$18.60
11	25	3M surg. tape, 1/2" x 10 yd	0.6100	\$366.00
12	25	3M surg. tape, 1" x 10 yd	0.7200	\$216.00
13	10,000	Disp. L-F 1" tourniquet	No Bid	No Bid
14	2	IV catheter, 25g, butterfly	No Bid	No Bid
15	25	OB kit poly bagged	8.7000	\$261.00
16	50	Oxygen cylinder wrench	No Bid	No Bid
17	20,000	EMS fitted stretcher sheets	No Bid	No Bid
18	2,000	Disp. Pillowcase, white	0.2000	\$400.00
19	12	Rusch pvc NL tube, 12FR	No Bid	No Bid

20	6	Rusch pvc NL tube, 14FR	No Bid	No Bid
21	12	Rusch pvc NL tube, 16FR	No Bid	No Bid
22	25	iTec Mfg Code strap	No Bid	No Bid
23	30	Moore Eco. Limb restraints	No Bid	No Bid
24	200	Microstream Etco2 Filterline Set Adult/Pediatric Philips MRX	No Bid	No Bid
25	25	Microstream Etco2 Filterline Set Infant Philips MRX	No Bid	No Bid
26	20	MedSource Yankauer Suction Tip	No Bid	No Bid
27	100	LMA MAD Nasal Intranasal Mucosal	4.9800	\$498.00
28	10	Dukal N-95 surgical Mask	No Bid	No Bid
29	200	Kendall Sharps Container	6.0000	\$1,200.00
30	70	King Airway LTS-D Laryngeal Tube Kit with Lube and Syringe Sizes 4 and 5	No Bid	No Bid
31	50	SAS Safety Glass, clear plastic	No Bid	No Bid
32	200	Kendall Meditrace Pediatric Electrodes	0.7600	\$152.00

*#3- awarded to Boundtree as item Southeastern Emergency Equipment bid is an inferior product and does not perform well.

*#11- awarded to Kentron as item Southeastern Emergency Equipment bid is an inferior product and does not perform well.

*#14- tie bid between Boundtree and MMS. Low bidder (MMS) was chosen by coin toss

*#15-Kentron is awarded item as Quadmed and Southeastern did not bid item as listed. Kit needs to hold umbilical scissors and only holds scapel.

*#28- Quadmed bid item incorrectly. Item awarded to Henry Schein

*#29- not awarded

Bids Opened: October 26, 2012 at 3:00 PM

Jo Marie Brown, CPPB

Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: November 2, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffery A. Hyde
Procurement Manager

FROM: Jo Marie Brown
Procurement Officer

SUBJECT: **Interior Renovation for the County Sheriff Training Facility, County Coroner Addition / Renovation and County Storage Consolidation C13002-10/10/12B Building Services**

Competitive bids were solicited and advertised for the **County Sheriff Training Facility, County Coroner Addition/Renovation and County Storage Consolidation** for Building Services. A mandatory pre-bid meeting was held on September 25, 2012, in which twelve (12) contractors attended. The County received five (5) responsive bids on October 10, 2012.

The bids were evaluated by Mark Kerley, Building Services Manager; James Golightly, MBAJ Architecture and Jo Marie Brown, Procurement Officer. It is our recommendation to award to the lowest responsive, responsible bidder, Weber Construction in the amount of \$1,951,350 which includes alternate #6. (See the attached bid tabulation)

County funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Capital Projects Fund</u>	<u>Account Balance</u>
4502-102110-549904	Capital Contingency	\$ 552,621.00
4502-141300-549904	Capital Contingency	\$ 544,403.00
4515-159900-549904	Capital Contingency	\$1,167,601.00

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 November 13, 2012.

copy: Randy Poston, Interim Director of Finance
Mark Kerley, Building Services Manager
Colonel Allen Paavel, Sheriff's Department
Randy Martin, Deputy Coroner
Andrew Bigony, Records Manager



**BID TABULATION
SINGLE PRIME BUILDING CONTRACTORS**

PROJECT: Interior Renovation for the County Sheriff Training Facility,
County Coroner Addition / Renovation and County Storage Consolidation
County of Lexington
Bid #B13002-10/10/12B

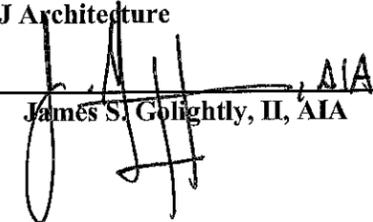
BID DATE: October 10, 2012
BID TIME: 1:00 pm
LOCATION: County of Lexington, Administration Building
212 South Lake Drive, Lexington, SC 29072

MBAJ NO.: 1121, 1121-10 & 1122 **FILE NO.:** B-8.1

CONTRACTOR	LICENSE NUMBER	BID BOND	LIST OF REFERENCES	CERT. OF FAMILIARITY	ALLOWANCES	UNIT PRICES	ADD. REC'D	BASE BID	ALT 1	ALT 2	ALT 3	ALT 4	ALT 5	ALT 6	ALT 7	ALT 8
Weber Construction	G15197	X	X	X	X	X	X	1,940,350	-0-	41,799	3,693	1,450	8,640	11,000	48,000	1,347
M.B. Kahn Construction	G10572	X	X	X	X	X	X	2,012,340	-0-	53,590	3,925	1,978	9,775	15,949	45,165	1,666
Pyramid Construction	G109740	X	X	X	X	X	X	2,042,142	-0-	30,000	6,500	5,500	9,000	13,500	55,000	5,500
Edison Foard Inc.	11049	X	X	X	X	X	X	2,056,192	-0-	39,000	3,800	1,900	9,700	16,400	53,000	2,600
Monteith Construction Corp	G99696	X	X	X	X	X	X	2,266,000	-0-	52,300	3,700	2,500	14,200	15,900	54,900	1,350

- Alternate No. 1: Owner's preferred hardware package.
- Alternate No. 2: Generator at the Coroner's Office.
- Alternate No. 3: New floor finishes and wall base materials at the Coroner's Office.
- Alternate No. 4: New wall paint finishes and restaining of doors and frames at the Coroner's Office.
- Alternate No. 5: Asphalt paving at the Coroner's Office.
- Alternate No. 6: Autopsy sink at the Coroner's Office.
- Alternate No. 7: Brick veneer façade at the Coroner's Office.
- Alternate No. 8: Wall cabinets at the Coroner's Office.

CONFIRMED BID TABULATION SHEET
MBAJ Architecture

BY:  AIA
James S. Golightly, II, AIA

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 24, 2012

TO: Joe G. Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **One (1) Front-End Loader with 6.0 CY General Purpose Bucket (Replacement)
B13011-09/20/12S
Solid Waste Management**

Competitive bids were solicited and advertised for one replacement (1) Front-End Loader with 6.0 CY General Purpose Bucket 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 Flint Equipment Company as the lowest bidder that meets specifications. The County has decided to exercise the option of the trade-in offer of \$70,000.00. The itemized listed detail of the machine's total cost is listed below.

Base Unit:	\$212,197.00
<u>Less Trade-In</u>	<u>- \$70,000.00</u>
Subtotal	\$142,197.00
<u>7% Sales Tax</u>	<u>\$9,953.79</u>
Total	\$152,150.79

The first fiscal year cost of the Total Maintenance and Repair (TM&R) contract will be \$8,330.00. 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 (\$8,330.00 per fiscal year) is \$41,650.00. The total cost including equipment, option of trade-in, the TM&R contract, and applicable sales tax is \$189,635.79.

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
5700-121206-5AD280	(1) Front End Loader w/Bucket	\$315,650.00	\$222,150.79
5700-121206-520100	Total Maintenance and Repair (TM&R) Contract Maintenance (1/2 Fiscal Year)	\$6,895.20	\$4,165.00

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 November 13, 2012.

copy: Randy Poston, Interim Director of Finance
Dave Eger, Director of Solid Waste Management
William Kazmierczak, Fleet Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 5, 2012

TO: Joe Mergo, III
County Administrator

THROUGH: Jeffrey A. Hyde
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Viper System Upgrade – Sole Source
Public Safety/911**

We received a purchase request from Public Safety/911 for a Viper system upgrade to the current 911 system. Additionally, this procurement will also envelop the installation of the Viper system and needed equipment for the new 911 ECC/EOC facility. This will be a “sole source” purchase from AT&T as they are the only vendor capable of providing this upgrade.

David Kerr, Public Safety Director and Mike Ujcich, Chief Information Officer have reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$622,237.50.

Pending a BAR to be approved on November 13, 2012, funds will be appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
4507-131302-5AD446	Primary Viper System (12 pos & 20 t)	\$382,806.00 (BAR for \$189,516.00)	\$572,322.00
4507-131303-5AD447	Counting & Reporting Call System	\$50,000.00	\$41,331.96
4507-131303-5AD448	E-Printer	\$25,000.00	\$8,583.54

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 November 13, 2012.

copy: Randy Poston, Interim Director of Finance
David Kerr, Public Safety Director
Nikki Rodgers, 911 Communications Coordinator

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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

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**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: October 23, 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 Zip
Telephone #	FAX #

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

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



COMMITTEE REPORT

RE: Kittal Road Closing

DATE: October 23, 2012

COMMITTEE: Public Works & Solid Waste Management

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, October 23, 2012, to review the request to close Kittal Road.

Mr. Randy Edwards, Public Works County Engineer, presented a request to close Kittal Road. The road is approximately 0.23 mile long. It is currently used as a cut-through from Pat Road to reach Edmund Highway by one individual. Mr. Edwards reported that it would cost approximately \$125,000 for design and construction to pave along with paving Jim Spence Road including \$3,500 for realignment. Staff suggests closing Kittal Road to avoid these costs. Mr. Edwards said the Kittal Road property owner has been contacted and is in favor of closing the road. Mr. Edwards also confirmed it was a county maintained dirt road.

The Public Works Committee voted unanimously in favor to recommend to full Council to approve staff's request to legally close Kittal Road.