



# Lexington County Council Committee and Council Meetings Agenda January 13, 2026

212 South Lake Dr., Lexington, South Carolina, 29072  
Telephone: 803-785-8103 / [CountyCouncil@lexingtoncounty.sc.gov](mailto:CountyCouncil@lexingtoncounty.sc.gov)

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Committee and Council Meetings will be available for public viewing on the following:

1. Lexington County Spectrum Cable Channel 1302
2. County website at: <https://www.lex-co.com/MeetingPortal/LexCoMeetingPortal.html>

*Committee Meetings are tentatively scheduled and may run behind and/or ahead of the listed time.*

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## Committee Meetings

### 1:00 P.M. – 2:00 P.M. - Economic Development, G. Conwell, Chairman

- (1) Approval of October 14, 2025, Meeting Minutes...[A](#)
- (2) Approval of November 18, 2025, Meeting Minutes...[B](#)
- (3) EXECUTIVE SESSION - Contract Negotiation - SC Code Section 30-4-70(a)(2) - Economic Development - Garrett Dragano, Director
  - Vote, if any, following Executive Session
- (4) EXECUTIVE SESSION - Proposed Business and/or Industry Location and/or Expansion - SC Code Section 30-4-70(a)(5) - Economic Development - Garrett Dragano, Director
  - Vote, if any, following Executive Session
- (5) Approval of South Carolina Department of Commerce Locate SC - Site Enhancement Grant - Economic Development - Garrett Dragano, Director...[C](#)
- (6) Adjournment

### 2:00 P.M. – 2:20 P.M. - Planning, T. Cockrell, Chairman

- (1) Approval of October 14, 2025, Meeting Minutes...[D](#)
- (2) Approval of November 18, 2025, Meeting Minutes...[E](#)
- (3) Discussion and Possible Vote on Ordinance 25-07 - Amendments to the Land Development Manual - Section 6.2.9 Allowable Disturbed Acres - Planning Commission Recommendation - Community Development - Robbie Derrick, Director, and Matt Roland, Land Development Manager...[F](#)
- (4) Adjournment

### 2:20 P.M. – 2:25 P.M. - Administration, G. Conwell, Chairman

- (1) Approval of November 18, 2025, Meeting Minutes...[G](#)
- (2) Adjournment

**2:25 P.M. – 2:35 P.M. - Health & Human Services, L. Brigham Jr., Chairman**

- (1) Approval of October 28, 2025, Meeting Minutes...[H](#)
- (2) Approval of November 18, 2025, Meeting Minutes...[I](#)
- (3) Approval to Accept the Library Services and Technology Act (LSTA) Tuition Reimbursement Grant Award for S. Smith - (Goal 1) - Library Services - Kelly Poole, Director...[J](#)
- (4) Approval to Apply for the Library Services and Technology Act (LSTA) Tuition Reimbursement Grant for J. Webster - (Goal 1) - Library Services - Kelly Poole, Director...[K](#)
- (5) Approval to Accept the EMS Grant-in-Aid Grant Award - (Goal 1) - Emergency Services, EMS - Chief Magen Hallman...[L](#)
- (6) Approval to Accept the Hospital Preparedness Program (HPP) Grant Award - (Goal 1) - Emergency Services, EMS - Chief Magen Hallman...[M](#)
- (7) Approval to Accept the 2025 Wal-Mart Spark Good Local Grant Award - (Goal 1) - Emergency Services, Fire Service - Chief M. Kyle Minick...[N](#)
- (8) Discussion and Possible Vote on Contract for 911 Communications Radio Consoles - Ted Luckadoo, Deputy County Administrator of Emergency Services...[O](#)
- (9) Adjournment

**2:35 P.M. – 2:40 P.M. - Justice, B. Carrigg, Chairwoman**

- (1) Approval of October 14, 2025, Meeting Minutes...[P](#)
- (2) Approval of October 28, 2025, Meeting Minutes...[Q](#)
- (3) Approval of November 18, 2025, Meeting Minutes...[R](#)
- (4) Adjournment

**2:40 P.M. – 2:45 P.M. - Public Works/Solid Waste Management, D. Hudson, Chairman**

- (1) Approval of October 14, 2025, Meeting Minutes...[S](#)
- (2) Approval of October 28, 2025, Meeting Minutes...[T](#)
- (3) Approval of November 18, 2025, Meeting Minutes...[U](#)
- (4) Discussion and Possible Vote on Frances Street Partial Closing, Town of Batesburg-Leesville - Council District 2 - (Goal 1) - Public Works - Tim Shumpert, PLS, Interim Director...[V](#)
- (5) Approval of Electronic Waste Recycling Agreement - Dynamic Lifecycle Innovations - Solid Waste Management - Lee McIntyre, Director...[W](#)
- (6) Adjournment

**2:45 P.M. – 4:00 P.M. - Committee of the Whole, T. Cullum, Chairman**

- (1) Approval of October 14, 2025, Meeting Minutes...[X](#)
- (2) Approval of October 28, 2025, Meeting Minutes...[Y](#)
- (3) Approval of November 18, 2025, Meeting Minutes...[Z](#)
- (4) Approval of Contract Extension - 2023-RFP-15: Food Service Program for Lexington County Detention Center - Procurement - Madison Stack, Director...[1](#)
- (5) Approval of Contract Extension - 2024-RFPQ-08: On-Call Information Technology Consulting and Project Management for Lexington County Sheriff's Department - Procurement - Madison Stack, Director...[2](#)
- (6) Approval of Contract Extension - P11002: Employee Health and Benefit Plan - Procurement - Madison Stack, Director...[3](#)
- (7) Approval of Contract Extension - P13010: On-Site Medical Clinic - Procurement - Madison Stack, Director...[4](#)
- (8) Discussion and Possible Approval of Letter of Support for City of Cayce FEMA Grant Application - Lynn Sturkie, County Administrator
- (9) Discussion and Possible Vote on Serenity Lake Subdivision - Planning Commission Concurrency Review - Community Development - Robbie Derrick, Director...[5](#)
- (10) Discussion and Possible Vote on Lexington County Design Incentives for the Central Overlay District - Community Development - Robbie Derrick, Director...[6](#)
- (11) Discussion and Possible Vote on Accommodations Tax Special Fund Designation
- (12) EXECUTIVE SESSION - Legal Briefing on Matters Protected by the Attorney Client Privilege - SC Code Section 30-4-70(a)(2)
  - Vote, if any, following Executive Session
- (13) Adjournment

# Lexington County Council Committees

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## **Planning**

T. Cockrell, Chairman  
G. Conwell, Vice Chairman  
C. Wessinger  
C. Fisher  
T. Cullum

## **Health & Human Services**

L. Brigham, Jr., Chairman  
D. Hudson, Vice Chairman  
C. Wessinger  
B. Carrigg  
T. Cullum

## **Justice**

B. Carrigg, Chairwoman  
C. Wessinger, Vice Chairwoman  
C. Fisher  
D. Hudson  
T. Cullum

## **Public Works / Solid Waste Management**

D. Hudson, Chairman  
C. Fisher, Vice Chairman  
L. Brigham, Jr.  
M. Bishop  
T. Cullum

## **Economic Development**

G. Conwell, Chairman  
L. Brigham, Jr., Vice Chairman  
M. Bishop  
T. Cockrell  
T. Cullum

## **Administration**

G. Conwell, Chairman  
M. Bishop, Vice Chairman  
B. Carrigg  
T. Cockrell  
T. Cullum

## **Committee of the Whole**

T. Cullum, Chairman  
G. Conwell, Vice Chairman  
M. Bishop  
L. Brigham, Jr.  
D. Hudson  
T. Cockrell  
C. Fisher  
C. Wessinger  
B. Carrigg

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## **County Council Committee Goals**

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



# Lexington County Council Committee and Council Meetings Agenda January 13, 2026

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## County Council

**4:30 P.M. - COUNCIL CHAMBERS**

**Call to Order/Invocation**

**Pledge of Allegiance**

**Chairman's Report**

**Election of Officers**

- (1) Chairman
- (2) Vice Chairman

**Presentations**

- (1) Presentation of a Resolution Recognizing Lexington High School's Varsity Girls Golf Team State Championship...[7](#)

**Administrator's Report**

**Employee Recognition**

- (1) Employee of the Third Quarter

**Appointments**

- (1) Boards & Commissions...[8](#)

**Approval of Minutes**

- (1) December 9, 2025...[9](#)

**Ordinance(s)**

- (1) Approval of Ordinance 25-07 - Amendments to the Land Development Manual - Section 6.2.9 Allowable Disturbed Acres - 2<sup>nd</sup> Reading...[10](#)
- (2) Approval of Ordinance 25-20 - Zoning Map Amendment #M25-02 - 1<sup>st</sup> Reading...[11](#)

## **Committee Reports**

### **Health & Human Services, L. Brigham, Jr., Chairman**

- (1) Approval to Accept the Library Services and Technology Act (LSTA) Tuition Reimbursement Grant Award for S. Smith...[J](#)
- (2) Approval to Accept the EMS Grant-in-Aid Grant Award...[L](#)
- (3) Approval to Accept the Hospital Preparedness Program (HPP) Grant Award...[M](#)
- (4) Approval to Accept the 2025 Wal-Mart Spark Good Local Grant Award...[N](#)

### **Public Works/Solid Waste Management, D. Hudson, Chairman**

- (1) Approval of Electronic Waste Recycling Agreement - Dynamic Lifecycle Innovations...[W](#)

## **Budget Amendment Resolutions**

### **Bids/Purchases/RFPs**

- (1) Approval to Award - 2026-IFB-19: 2025 Asphalt Maintenance Project...[12](#)
- (2) Approval to Award - 2026-IFB-20: Duty Uniforms for Lexington County Fire Services...[13](#)
- (3) Approval to Award - 2026-IFB-24: Crushing/Grinding, Concrete, Asphalt & Porcelain Material...[14](#)
- (4) Approval to Award - 2026-RFPQ-07: On-Call Residential Rehab Services...[15](#)
- (5) Approval to Award - 2026-RFPQ-08: On-Call Floor Care Services...[16](#)
- (6) Approval to Award - 2026-RFP-09: Landscaping for the Lexington County Public Library System...[17](#)
- (7) Approval of Contract Extension - 2024-RFPQ-07: On-Call Information Technology and Security Project Consultant...[18](#)
- (8) Approval of Contract Extension - 2024-RFP-09: Detention Pond Maintenance...[19](#)
- (9) Approval of Contract Extension - 2023-RFP-01: Tax Collection and Billing Software...[20](#)
- (10) Approval of Contract Extension - 2025-RFP-14 - Household Hazardous Waste Collection...[21](#)
- (11) Approval of Contract Extension - P11002: Employee Health and Benefit Plan...[3](#)

## **EXECUTIVE SESSION/LEGAL BRIEFING IF NEEDED**

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

## **ADJOURNMENT**

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Thursday, December 18, 2025

Sent via Electronic Mail

Garrett Dragano, MPA  
Lexington County  
212 South Lake Drive  
Lexington, SC 29072

Dear Garrett,

On behalf of the South Carolina Department of Commerce, congratulations on your successful application to the 11th round of the Site Enhancement Initiative. We are pleased to inform you that your project for the acquisition of the Southbound Road Site, has been awarded the requested \$2,125,000 in grant funding, pending successful completion and review of the due diligence through the Palmetto Sites Program.

This year's round was exceptionally competitive, with strong applications submitted from across the state. Your application was selected due to the project's potential to increase South Carolina's competitiveness. We appreciate the significant time and effort invested in preparing your submission.

As a next step, our team will begin preparing the Grant Award Agreement for your project. However, please note that the funds for this round include non-recurring appropriations that will not be received by the agency until February 2026. As a result, Grant Award Agreements cannot be issued until those funds are officially received.

While we fully expect these appropriations to be finalized as scheduled, we must clarify that if, for any unforeseen reason, these non-recurring funds are not received, the associated grant commitments would be voided.

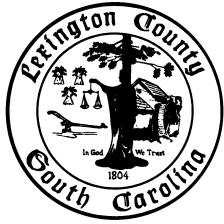
Congratulations again and thank you for your continued partnership and commitment to strengthening South Carolina's competitive property portfolio.

Sincerely,

Jennifer R. Druce, SCCED  
Product Development Program Director  
Global Business Development Division  
South Carolina Department of Commerce

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# County of Lexington

Office of Community Development  
212 South Lake Drive, Suite 401  
Lexington, SC 29072  
Telephone (803) 785-8121 - Fax (803) 785-8188  
Email: [cdcustomerservice@lexingtoncounty.sc.gov](mailto:cdcustomerservice@lexingtoncounty.sc.gov)

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## MEMORANDUM

**To:** Planning Committee

**Through:** Lynn Sturkie, County Administrator

**From:** Robbie Derrick, Director, Community Development

**Cc:** Matt Roland, Land Development Manager

**Date:** December 19, 2025

**Subject:** Ordinance 25-07 – Amendments to the Land Development Manual – Section 6.2.9 Allowable Disturbed Acres – Planning Commission Recommendation

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On November 20 and December 18, 2025, the Planning Commission reviewed the draft changes to Section 6.2.9 of the Land Development Manual. In addition, the Stormwater Advisory Board also provided input as part of the Planning Commission's review.

Below are the initial highlights of the draft text previously reviewed and discussed by Council and a full draft of the text is attached to this memorandum, to include recommended updates by both the Planning Commission and Stormwater Advisory Board:

- Revised minimal acres of residential and commercial disturbance to 25 acres, without an Expanded Master Plan (EMP) and Disturbance/Stabilization Agreement (DSA)
- Allow up to 40 acres with an EMP and DSA for residential, with provision of engineer justification and maximum of 50 acres for multiple phases
- 80% stabilization required for residential projects to increase disturbance beyond initial approvals
- Allow cash surety for DSAs
- EMPs require 5 additional BMPs, as noted in the text – site conditions will warrant which BMPs should be utilized
- Notification signage is required on-site
- Require mulch filter berms with silt fence and turbidity curtains, for certain situations
- Allow projects disturbing over EMP threshold, but less than 75 acres go to the Stormwater Advisory Board (SWAB) and Planning Commission (PC) for a variance approval
- Allow projects disturbing 75 or more acres to the SWAB, PC, and County Council (CC) for a variance approval
- Corrective Action Plan (CAP) measures can be implemented in advance of an approved CAP plan, provided staff and engineer authorize
- BMPs not correctly installed shall result in an automatic Stop Work Order (SWO)

**The purpose of this memorandum is to report the Planning Commission's and Stormwater Advisory Board's recommendations and present potential revised text for discussion.**



## COUNTY OF LEXINGTON, SOUTH CAROLINA

### ORDINANCE NO. 25-07

#### AN ORDINANCE AMENDING THE LEXINGTON COUNTY LAND DEVELOPMENT MANUAL CHAPTER 6 EROSION PREVENTION AND SEDIMENT CONTROL, SECTION 6.2.9 ALLOWABLE DISTURBED ACRES.

WHEREAS, County Council has identified that the existing limitation for disturbance provides challenges in relation to the site development of properties. The ability to allow more acreage of disturbance with extra safeguards will promote quicker site stabilization and development, along with the ability to properly balance development sites without negative impacts on roads and infrastructure.

NOW, THEREFORE, BE IT ORDAINED by the Council of the County of Lexington, in Council, duly assembled, as follows:

#### Chapter 6 Erosion Prevention and Sediment Control

##### 6.2.9 Allowable Disturbed Acres

A Master Project includes all proposed parent parcels, to include all phases, within a proposed development of those parent parcels.

For residential development:

- Projects disturbing between 0 to 25 acres shall be approved at staff level, by the Land Development Manager, or his/her designee, under the current regulations in the Land Development Manual.
- Projects greater than 25 acres, but less than 50 acres of disturbance shall be approved as an Expanded Master Project (EMP) and approved at staff level by the Land Development Manager, or his/her designee. An EMP shall require specific justification from the project engineer the need for the additional area of disturbance, enhanced Best Management Practices (BMPs) for sediment and erosion that include additional BMPs identified within this Section, and **all components of the** Disturbance/Stabilization Plan and Agreement. Forms for this agreement can be found in Appendix D. The Disturbance/Stabilization

Plan shall provide site specific BMPs above the minimum requirements, to help further prevent and reduce off-site impacts and impacts to bodies of water. BMP design criteria can be found in the SC DHEC BMP Handbook. A Letter of Credit or cash surety is required and shall include the funds to install and/or maintain BMPs and stabilize all disturbed areas above 25 acres. The Letter of Credit **or cash surety** will be required prior to the beginning of any disturbance for an approved EMP along with required review fees. Additional required BMPs approved, as part of the Disturbance/Stabilization Plan are at the discretion of Lexington County.

- Should a portion of the initial approved disturbance area achieve 80% **consistent density** stabilization as approved and verified by the engineer of record, then an area equal to the stabilized area can be disturbed upon approval by Lexington County. In all instances, the project engineer shall provide confirmation in writing to the Land Development Manager, or his/her designee, that stabilization has been provided prior to advancing site disturbance. **The engineer of record shall also ensure the approved sequence of construction is being followed for the project to advance.**
- ~~In no instance shall the allowed limits of disturbance exceed 50 acres across multiple phases of construction, without achieving permanent stabilization and confirmed by the engineer of record and confirmed by Land Development staff.~~

For commercial development:

- Projects disturbing between 0 to 25 acres shall be approved at staff level by the Land Development Manager, or his/her designee, under the current regulations in the Land Development Manual.
- Projects disturbing greater than 25 acres, but less than ~~60~~ **75** acres, shall be called an Expanded Master Project (EMP) and approved at staff level by the Land Development Manager, or his/her designee. An EMP shall require specific justification from the project engineer the need for the additional area of disturbance, enhanced Best Management Practices (BMPs) for sediment and erosion that include additional BMPs identified within this Section, and **all components of the** Disturbance/Stabilization Plan and Agreement. Forms for this agreement can be found in Appendix D. The Disturbance/Stabilization Plan shall provide site specific BMPs above the minimum requirement. BMP design criteria can be found in the SC DHEC BMP Handbook. A Letter of Credit **or cash surety** is required and shall include the funds to install and/or maintain BMPs and stabilize all disturbed areas above 25 acres. The Letter of Credit or cash surety will be required prior to the beginning of any disturbance for an approved EMP along with required review fees. Additional required BMPs approved, as part of the Disturbance/Stabilization Plan are at the discretion of Lexington County.
- **Should a portion of the initial approved disturbance area achieve 80% consistent density stabilization as approved and verified by the engineer of record, then an area equal to the stabilized area can be disturbed upon approval by Lexington County. In all instances, the project engineer shall provide confirmation in writing to the Land Development Manager, or his/her designee, that stabilization has been provided prior to advancing site disturbance. The engineer of record shall also ensure the approved sequence of construction is being followed for the project to advance.**

EMPs shall include at least five (5) additional BMPs, in addition to all minimum BMPs required for the project site, which need to focus on topography with greater than 15% slopes, soil type, proximity to bodies of water and/or streams, water quality protection, and off-site impacts. **The protection of Lake Murray and its tributaries shall be taken into consideration when additional BMPs are identified and designed by the design engineer.** The project engineer shall provide justifications for the reason each additional BMP was selected and the specific purpose of each BMP. The following are list of potential BMPs to consider for EMPs:

- Double the width of all required vegetated water-quality buffers during the construction phase of the development along perennial streams, ponds, lakes, and wetlands. Buffer averaging may not be considered for this additional BMP standard.
- Increase all temporary sediment basins and retrofitted stormwater management basins to provide 3,600 cubic feet per acre, drained, of sediment storage.
- Provide baffles in all basins at double the conventional flow path length to the outlet structure.
- Provide stabilization for areas left undisturbed after seven (7) days using the appropriate hydraulic erosion control product (HECP) type, cover factor, and application rate as recommended in the most recent edition of the SC CEPSCI Certification Manual. All seeding specifications shall also comply with specifications found in the LDM.
- Provide 90% trapping efficiency using additional BMPs to further address water quality.
- Reduce the total master planned ~~site disturbance~~ development to less than 50% impervious surfaces. [The engineer of record shall identify the areas deemed impervious, as certain stormwater features may not be considered and/or calculated as pervious surfaces.](#)
- Use burst modeling to determine additional BMPs necessary to address rain events not addressed with minimum standards and include those BMPs on the plan.
- Apply approved erosion control matting or bonded fiber matrix on all disturbed 3:1, or steeper, slopes.
- Apply approved erosion control matting or blankets, in lieu of concrete, in all construction stormwater ditches and storm drainages designed for a 25-year, 24-hour rainfall event.
- Use anionic polyacrylamide under a passive dosing method (ex. flocculent blocks) within all construction stormwater ditches and storm drainages feeding into temporary sediment basins and retrofitted management basins.
- Install sod at a minimum 20-foot width after final grade has been achieved along the site perimeter wherever construction stormwater is discharged. Sod must be maintained.
- Conduct soil tests and implement site specific treatments as recommended by the test results to further ensure adequate vegetative stabilization.
- Apply compost blankets at a minimum depth of one and one-half (1.5) inches to protect soil surfaces until vegetation is established during final stabilization.
- Include turbidity sampling after each rain event of one-half inch or greater in a 24-hour period to ensure trapping efficiency is obtained for projects that directly adjoin and discharge into bodies of water or Waters of the United States or State. Such data shall be included with all SWPPP documents and CEPSCI inspection reports.

In addition to all previously referenced design standards, each development site shall erect one sign, which must include the company, name of primary contact, and contact phone numbers for the developer and site contractor(s). The size of the sign must be the maximum sized allowed by the local zoning jurisdiction and placed on-site at the approved construction entrance of the development.

For developments that directly adjoin bodies of water and/or Waters of the United States or State, the following additional BMPs are required, regardless of disturbed acreage:

- Install mulch filter berms, in addition to silt fencing, along the site perimeter where stormwater may be discharged and where the silt fence directly adjoins water quality buffers. These filters cannot be placed in waterways or areas of concentrated flows.
- Turbidity curtains shall be deployed within adjoining and receiving bodies of water, where feasible, to further protect receiving areas from discoloration of turbid water.
- [The engineer of record shall specifically identify these areas \(ex. Waters of the United States or State, perennial/intermittent streams, tributaries of Lake Murray, special TMDL protection areas\) in conjunction](#)

with the plan review checklist. Detailed measures and documentation are required to identify how specific BMPs or other measures will be utilized to ensure water quality protection, especially for any disturbance that may be within 50 feet of these areas.

Residential developments, ~~Projects disturbing that need to disturb more than the 50-acre threshold, above the respective staff threshold,~~ but less than 75 acres, and commercial developments that need to disturb more than the 75-acre threshold shall be presented to the Stormwater Advisory Board (SWAB) and County Council for review and consideration. The final approval by CC, including all stipulations, shall be part of the project submittal for staff approval. The final approval for disturbance by CC shall include at a minimum the EMP criteria, plus additional criteria for each additional acre disturbed. In all instances, the engineer of record shall provide justification as to the need to expand beyond the threshold limits. ~~Project disturbing greater than 75 acres may only advance past the approved disturbance threshold based upon an approved construction sequence and adequate stabilization.~~—No development shall advance past any land disturbance threshold, without achieving proper stabilization.

Violations of the disturbed area and/or inaccurate information provided will result in an automatic Stop Work Order (SWO) for the project and potential enforcement action by the Lexington County Sheriff's Department Code Enforcement Unit or other authorized code enforcement personnel. Disturbed areas determined to be above the approved threshold shall be stabilized with temporary and/or permanent BMPs immediately and a Corrective Actions Plan (CAP) shall be submitted, approved, implemented and verified by Lexington County prior to the release of the SWO.

The corrective actions for violations of this section of Land Development Manual shall be assessed as follows:

- A SWO will be issued and all work associated with the responsible permit holder(s) of the violation will cease. The SWO will remain in place until a CAP has been submitted, approved by Lexington County, and implemented. If the CAP has not been completely implemented and/or the violation area is not in full compliance within 45 days following notification of the violation then **all** permits, submittals, and inspections associated with the development may be placed on hold until compliance is obtained. The holds may include the issuance of building, zoning, landscaping, and/or land disturbance permits and requests for inspections. The Lexington County Sheriff's Department Code Enforcement Unit, or other authorized code enforcement personnel, will be notified of the violation and Community Development staff will request additional enforcement action for the non-compliance issue.
- Developments that violate the approved limits of disturbance by 5 acres or more in area will require **all** work to cease immediately, to include, but not limited to building construction, until the CAP has been approved by Lexington County and implemented. In addition, **all** permits, submittals, and inspections associated with the development will be placed on hold until compliance is obtained. Future development within the area(s) not approved for clearing must be designed to address one-half predevelopment conditions for stormwater management.
- The current Land Development fee schedule shall identify fees assessed for the additional services provided to address violations of this Section by the County of Lexington. CAP fees shall be consistent with the current Sediment and Erosion Control plan review and inspection fees. In addition, Council shall impose a re-inspection fee for each inspection regarding the implementation of the CAP.
- The SWO does not prohibit corrective actions to be implemented prior to CAP approval, provided such work is agreed upon by the Land Development Manager, or his/her designee, and the engineer of record for the project.

SWOs will remain in place until the CAP has been implemented and verified by Lexington County. Once the SWO has been released, site work will be allowed to resume as originally permitted. If found guilty in Magistrate's Court, any penalty assessed by the local Magistrate will be in addition to the fees for the services provided by Lexington County. As consistent with other County development related ordinances, any person, firm, or corporation who violates or fails to comply with any of these requirements shall, upon conviction, be fined not more than the maximum allowed penalty jurisdiction of the Magistrate's Court. Each day such violation continues shall be considered a separate offence. Any person, firm, or corporation shall include, but not be limited to, the developer, site contractor, engineer, agent or private inspector and each person who commits, participates in, assists in, or maintains such violation may be found guilty of a separate offense and suffer the penalties herein provided. Unapproved clearing that results in the removal of trees may also be subject to penalties and corrective actions as regulated and enforced within the Lexington County Landscape and Open Space Ordinance or local municipalities, dependent upon jurisdiction.

~~SWOs~~ **Notice of Violations (NOV)** shall ~~also~~ be immediately issued for improperly installed, maintained, or implemented required BMPs. **After seven (7) days, if the items have not been corrected a** ~~The~~ **SWO will be issued and** shall not be lifted until the engineer of record confirms in writing to the Land Development Manager, or his/her designee, that compliance is met and following a satisfactory inspection from County officials. **The Land Development Manager, or his/her designee, reserves the right in all cases to require the engineer of record certify that all BMPs have been installed correctly and per approved plans.**

NOTE:

**Text highlighted are staff updates for typographical errors, clarity, and omissions**

**Text in blue are updates reflecting recommendations from the Stormwater Advisory Board (12/10/2025)**

**Text in red are updates reflecting recommendations from the Planning Commission (12/18/2025)**

**DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
M. Todd Cullum, Chairman  
Lexington County Council

ATTEST:

\_\_\_\_\_  
Jessica Hendrix, Clerk

First Reading: July 15, 2025

Public Hearing: November 18, 2025

Planning Commission: November 20, 2025

Planning Commission: December 18, 2025

Second Reading: \_\_\_\_\_

Third & Final Reading: \_\_\_\_\_

Filed w/Clerk of Court: \_\_\_\_\_

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**Main Library**  
5440 Augusta Rd  
Lexington, SC 29072  
(803) 785-2600

**Batesburg-Leesville Branch**  
203 Armory St.  
Batesburg, SC 29006  
(803) 532-9223

**Cayce-West Columbia Branch**  
1500 Augusta Rd.  
West Columbia, SC 29169  
(803) 794-6791

**Chapin Branch**  
129 NW Columbia Ave.  
Chapin, SC 29036  
(803) 345-5479

**Gaston Branch**  
214 S. Main St.  
Gaston, SC 29053  
(803) 791-3208

**Gilbert-Summit Branch**  
405 Broad St.  
Gilbert, SC 29054  
(803) 785-5387

**Irmo Branch**  
6251 St. Andrews Rd.  
Columbia, SC 29212  
(803) 798-7880

**Pelion Branch**  
206 Pine Street  
Pelion, SC 29123  
(803) 785-3272

**South Congaree-Pine Ridge Branch**  
200 Sunset Dr.  
West Columbia, SC 29172  
(803) 785-3050

**Swansea Branch**  
199 N. Lawrence Ave.  
Swansea, SC 29160  
(803) 785-3519

**Bookmobile**  
(803) 785-2649

[www.lex.lib.sc.us](http://www.lex.lib.sc.us)

**To:** Jennifer Harmon, Grants Manager

**From:** Kelly R. Poole, Library Director

**Date:** December 29, 2025

**Re:** Library Services and Technology Act (LSTA) Grant Award FY 25-26 — Tuition Reimbursement - Smith

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The Library System is requesting County Council's approval to accept an award for a Library Services and Technology Act (LSTA) Tuition Reimbursement Grant on behalf of full time employee Summer Smith.

Summer Smith has almost three years of library experience and is currently enrolled in the Master of Information Science Program at the University of South Carolina for the Fall 2025 semester. The grant would reimburse her for 66% (\$2,894) of her tuition at no extra cost to the Library.

I would like to present this request to the Health and Humans Services Committee on January 13, 2026. I appreciate your time and consideration in this matter. If you have any questions, please let me know.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Library Services and Technology Act (LSTA) Grant Application

**Fund:** 2340 Library Federal Fund **Department:** 230099 Library/Non-Departmental  
*No. Title No. Title*

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

**Type of Grant:** Reimbursement X Block

**Grant Overview:** Library Services and Technology Act (LSTA) Tuition Reimbursement Grants are available through the SC State Library. The grant will provide partial reimbursement for an employee's coursework completed in pursuit of a Master's Degree in Library and Information Science. Summer Smith has worked for the Library for approximately three years and plans to continue her career with LCPL. A library may seek a grant, reimbursing the student up to 66% (\$2,894) of the tuition cost per semester. Neither the Library nor the County will be responsible for any in-kind or out of pocket costs.

**Grant Period:** August 1, 2025 to August 1, 2026

**Responsible Departmental Grant Personnel:** Kelly Poole, Director

**Date Grant Information Released:** July 18, 2025 **Date Grant Application Due:** August 12, 2025

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

<b>Personnel</b>	\$ -		
<b>Operating</b>	\$ 2,894.00	* Application Amount:	\$ 2,894.00
<b>Capital</b>	\$ -	* Award Amount:	\$ 2,894.00
<b>Total</b>	\$ 2,894.00		

**Local Match Required:** Yes  No  personal match

**If Yes, What is the Percentage / Amount:**

34%	\$	1,490.00
66%	\$	2,894.00
100%	\$	4,384.00

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

The student, Summer Smith, has completed courses for Fall 2025. She will be required to provide her paid tuition receipt and the coursework transcript at the end of the Fall 2025 semester showing satisfactory completion of the coursework and final GPA. This documentation along with the Reimbursement Request Form are all that the SC State Library requires. The Library will ask Summer to share a summarization of her coursework with other library staff both formally and informally.

Grant application was approved at the 8/12/25 Council Meeting.

Dept. Preparer:	WDG	12/29/2025
Dept. Approval:	KRP	12/29/2025
Finance Approval:	JH	12/31/2025
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
LIBRARY FEDERAL FUNDS  
Annual Budget  
Fiscal Year - 2025-26**

Object Code	Revenue Account Title	Actual	Received Thru Dec	Amended Budget Thru Dec	Projected Revenues Thru Jun	Requested 2025-26	Recommend 2025-26	Approved 2025-26
<b>*Library Federal Funds 2340:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income					2,894	2,894	2,894
802300	Op Trn from Library Operation							
<b>** Total Revenue</b>						<b>2,894</b>	<b>2,894</b>	<b>2,894</b>
<b>***Appropriation Total</b>						<b>2,894</b>	<b>2,894</b>	<b>2,894</b>
<b>FUND BALANCE</b>								
	Beginning of Year				0	0	0	0
<b>FUND BALANCE - Projected</b>								
	End of Year				0	0	0	0

Fund 2340  
Division: Library Division  
Organization: 230099 - Non-departmental

Object Expenditure Code Classification	<b>BUDGET</b>		
	2025-26 Requested	2025-26 Recommend	2025-26 Approved
<b>Operating Expenses</b>			
525210 Conference, Meeting, & Training Expense	2,894	2,894	2,894
<b>* Total Operating</b>			
	<b>2,894</b>	<b>2,894</b>	<b>2,894</b>
<b>** Total Personnel &amp; Operating</b>			
	<b>2,894</b>	<b>2,894</b>	<b>2,894</b>
<b>Capital</b>			
<b>** Total Capital</b>			
<b>*** Total Budget Appropriation</b>			
	<b>2,894</b>	<b>2,894</b>	<b>2,894</b>

**Main Library**  
5440 Augusta Rd  
Lexington, SC 29072  
(803) 785-2600

**Batesburg-Leesville Branch**  
203 Armory St.  
Batesburg, SC 29006  
(803) 532-9223

**Cayce-West Columbia Branch**  
1500 Augusta Rd.  
West Columbia, SC 29169  
(803) 794-6791

**Chapin Branch**  
129 NW Columbia Ave.  
Chapin, SC 29036  
(803) 345-5479

**Gaston Branch**  
214 S. Main St.  
Gaston, SC 29053  
(803) 791-3208

**Gilbert-Summit Branch**  
405 Broad St.  
Gilbert, SC 29054  
(803) 785-5387

**Irmo Branch**  
6251 St. Andrews Rd.  
Columbia, SC 29212  
(803) 798-7880

**Pelion Branch**  
206 Pine Street  
Pelion, SC 29123  
(803) 785-3272

**South Congaree-Pine Ridge Branch**  
200 Sunset Dr.  
West Columbia, SC 29172  
(803) 785-3050

**Swansea Branch**  
199 N. Lawrence Ave.  
Swansea, SC 29160  
(803) 785-3519

**Bookmobile**  
(803) 785-2649

[www.lex.lib.sc.us](http://www.lex.lib.sc.us)

**To:** Jennifer Harmon, Grants Manager

**From:** Kelly R. Poole, Library Director

**Date:** December 29, 2025

**Re:** Library Services and Technology Act (LSTA) Grant Application FY 25-26—  
Tuition Reimbursement - Webster

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The Library System is requesting County Council's approval to apply for a Library Services and Technology Act (LSTA) Tuition Reimbursement Grant on behalf of part time employee Jaishree Webster.

Jaishree Webster has more than six years of library experience and is currently enrolled in the Master of Information Science Program at the University of South Carolina for the Spring 2026 semester. The grant would reimburse her for 66% (\$1,301) of her tuition at no extra cost to the Library.

I would like to present this request to the Health and Humans Services Committee on January 13, 2026. I appreciate your time and consideration in this matter. If you have any questions, please let me know.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Library Services and Technology Act (LSTA) Grant Application

**Fund:** 2340 Library Federal Fund      **Department:** 230099 Library/Non-Departmental  
No. Title No. Title

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

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

**Grant Overview:** Library Services and Technology Act (LSTA) Tuition Reimbursement Grants are available through the SC State Library. The grant will provide partial reimbursement for an employee's coursework completed in pursuit of a Master's Degree in Library and Information Science. Jaishree Webster has worked for the Library for approximately six years and plans to continue her career with LCPL. A library may seek a grant, reimbursing the student up to 66% (\$1,301) of the tuition cost per semester. Neither the Library nor the County will be responsible for any in-kind or out of pocket costs.

**Grant Period:** August 1, 2025 to August 1, 2026

**Responsible Departmental Grant Personnel:** Kelly Poole, Director

**Date Grant Information Released:** July 18, 2025      **Date Grant Application Due:** January 16, 2026

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

<b>Personnel</b>	\$	-			
<b>Operating</b>	\$	1,301.00		* Application Amount:	\$ 1,301.00
<b>Capital</b>	\$	-		* Award Amount:	
<b>Total</b>	\$	<u>1,301.00</u>			

**Local Match Required:**      Yes       No  personal match

<b>If Yes, What is the Percentage / Amount:</b>	<u>34%</u>	<u>\$</u>	<u>671.00</u>
	<u>66%</u>	<u>\$</u>	<u>1,301.00</u>
	<u>100%</u>	<u>\$</u>	<u>1,972.00</u>

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

The student, Jaishree Webster, has selected courses for Spring 2026. She will be required to provide her paid tuition receipt and the coursework transcript at the end of the Spring 2026 semester showing satisfactory completion of the coursework and final GPA. This documentation, along with the Reimbursement Request Form, are all that the SC State Library requires. The Library will ask Jaishree to share a summarization of her coursework with other library staff both formally and informally.

Dept. Preparer:	<u>WDG</u>	<u>12/29/2025</u>
Dept. Approval:	<u>KRP</u>	<u>12/29/2025</u>
Finance Approval:	<u>JH</u>	<u>12/31/2025</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON  
LIBRARY FEDERAL FUNDS  
Annual Budget  
Fiscal Year - 2025-26**

Object Code	Revenue Account Title	Actual	Received Thru Dec	Amended Budget Thru Dec	Projected Revenues Thru Jun	Requested 2025-26	Recommend 2025-26	Approved 2025-26
<b>*Library Federal Funds 2340:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income					1,301		
802300	Op Trn from Library Operation							
<b>** Total Revenue</b>						<b>1,301</b>	<b>0</b>	<b>0</b>
<b>***Appropriation Total</b>						<b>1,301</b>		
FUND BALANCE								
Beginning of Year								
						0	0	0
FUND BALANCE - Projected								
End of Year								
						0	0	0

Fund 2340  
Division: Library Division  
Organization: 230099 - Non-departmental

						<b>BUDGET</b>		
Object Expenditure Code Classification						2025-26 Requested	2025-26 Recommend	2025-26 Approved
<b>Operating Expenses</b>								
525210	Conference, Meeting, & Training Expense					1,301		
<b>* Total Operating</b>						<b>1,301</b>		
<b>** Total Personnel &amp; Operating</b>						<b>1,301</b>		
<b>Capital</b>								
<b>** Total Capital</b>								
<b>*** Total Budget Appropriation</b>						<b>1,301</b>		



# County of Lexington

## Department of Emergency Medical Services



**To:** Jennifer Harmon, Grants Manager

**From:** Magen Hallman, EMS Chief

**RE:** Department of Public Health EMS Grant and Aid SFY2026

This memo serves to formally notify the County Council of a grant award received from the South Carolina Department of Public Health (DPH), formerly known as the DHEC EMS Grant-in-Aid Program. This program provides vital financial assistance to counties for the improvement and upgrade of Emergency Medical Services (EMS) systems. These funds represent a direct investment in the enhancement of our EMS capabilities and directly support County Council Goal One by strengthening our organizational ability to train and develop essential staff.

Lexington County EMS has been awarded a total of \$22,632.00 through the DPH. As per the grant requirements, the County provides a 5.5% match, which has been successfully accounted for in the current budget.

Lexington County EMS will utilize these funds to implement two high-impact training incentives designed to modernize our standards and improve field performance:

**Certified Emergency Vehicle Operation (CEVO) Training:** The CEVO program utilizes advanced defensive driving techniques to reduce County liability and prevent collisions, ensuring that EMS providers can navigate high-pressure emergency scenarios with maximum safety for both the crew and the patient.

**Virtual Training Simulator:** This initiative provides a high-fidelity virtual environment for EMS workers to practice high-risk, low-frequency medical scenarios, which enhances clinical decision-making and builds provider confidence through immersive, peer-supported education.

The total award for this grant is \$22,632, with a 5.5% match from the County.

Staff requests that this grant award be received by the Health and Human Services Committee on January 13, 2026, and if approved, be reported out for final approval at the 4:30 p.m. County Council Meeting.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Department of Public Health EMS Grant-in-Aid

**Fund:** 2520 DHEC EMS Grant-in-Aid **Department:** 131400 Emergency Medical Services  
*No. Title No. Title*

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

**Grant Overview:** The Department of Public Health "formally 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 the loss of life. All DPH 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 matching fund basis.

The grant funding will be used to enhance the overall training department of Lexington County EMS. Training will utilize this funding to provide Certified Emergency Vehicle Operations (CEVO) training and virtual simulator for all staff members. This certification provides Emergency Medical Service members with the most recent and in depth training related to driving law and regulations when responding in Emergency Vehicles. This training will improve safe driving conditions for EMS staff members with the goal of public safety improvement. The virtual simulator training will provide EMS staff members the ability to create and do training in real scenarios in a digital environment. The goal of this training is to use this technology to create scenarios and perform skills and interventions to enhance patient care strategy. Ultimately providing the best patient care to all visitors and citizens of Lexington County.

**Grant Period:** July 1, 2025 to June 30, 2026

**Responsible Departmental Grant Personnel:** Chief Magen Hallman

**Date Grant Information Released:** December 11, 2025 **Date Grant Application Due:** N/A

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

<b>Personnel</b>	\$ -		<b>** Application Amount:</b>	N/A
<b>Operating</b>	\$ 17,000.00		<b>** Award Amount:</b>	\$ 21,452
<b>Capital</b>	\$ 5,632.00			
<b>Total</b>	<u>\$ 22,632.00</u>			

**Local Match Required:** Yes  No

94.5 \$21,452

**If Yes, What is the Percentage / Amount:** 5.5 \$1,180  
*% \$ Amount*

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

None

No application was required for this grant.

Dept. Preparer:	JP	1/2/2026
Dept. Approval:	MH	1/2/2026
Finance Approval:	JH	1/5/2026
	<i>Initials</i>	<i>Date</i>

**SECTION I**

**COUNTY OF LEXINGTON**

**Grant Request**

**Fiscal Year - 2025-2026**

Fund # 2520	Fund Title: DHEC/ EMS Grant-in-Aid
Organization # 131400	Organization Title: Department of Emergency Services / Emergency Medical Services
Program # 130	Program Title: EMS-GIA Funds SFY2026

Object Expenditure Code Classification	Total 2025 - 2026 Requested
<hr/>	
<b>Personnel</b>	
* <b>Total Personnel</b>	
<b>Operating Expenses</b>	
520710 Software subscriptions	17,000
* <b>Total Operating</b>	<b>17,000</b>
** <b>Total Personnel &amp; Operating</b>	<b>17,000</b>
<b>Capital Expenses</b>	
Hardware for Virtual Reality Education Platform	5,632
** <b>Total Capital (From Section II)</b>	<b>5,632</b>
*** <b>Total Budget Appropriation</b>	<b>22,632</b>



SECTION VI.C – OPERATIONAL LINE NARRATIVES

EMERGENCY MEDICAL SERVICES

**520710 SOFTWARE SUBSCRIPTIONS** **\$17,000**

Funds are requested to provide comprehensive ambulance driving training for 260 EMS staff members via the CEVO program. This course instills safe, defensive driving techniques essential for emergency service operators. By focusing on hazard recognition, vehicle mechanics, and crash prevention, this initiative reduces County liability, prevents collisions, and ensures the safe transport of both patients and providers under high-pressure conditions.

Course Vouchers X 260 @ \$27 per card= \$7,000

EMS is limited by traditional manikin-based training, which cannot easily replicate complex neurological conditions, rare trauma, or mass-casualty environments. This funding will secure a live virtual simulation platform designed to bridge the gap between classroom theory and field reality. EMS seeks to modernize training standards by implementing a live virtual simulation software program. This platform allows personnel to train for "high-risk, low frequency" clinical scenarios in a controlled environment. The software facilitates improved clinical decision-making and patient outcomes by providing immersive medical simulation cases and peer-supported learning tools.

Headset Software X 3@ \$3,000 each= \$9,000  
Scenario Package X 1@ \$1,000 each = \$1,000

SECTION VI.C – CAPITAL LINE NARRATIVES

EMERGENCY MEDICAL SERVICES

**HARDWARE FOR VIRTUAL REALITY EDUCATION PLATFORM** **\$5,632**

EMS requests the essential hardware required to implement the Virtual Reality (VR) education platform. The primary hardware consists of high-fidelity VR headsets that offer a 360-degree immersive field of view, allowing providers to physically move and interact with a virtual patient.

Virtual Reality Headset X 5 @ \$500 each= \$2,500

In a shared training environment, headsets are high-touch surfaces prone to spreading bacteria and viruses. The UVC cleaner uses specific light wavelengths to destroy 99.9% of pathogens (including RNA/DNA of viruses) in a 60-second cycle. This ensures a sanitary, professional training environment while extending the lifecycle of the hardware by avoiding harsh chemical exposure.

Virtual Headset Cleaning UVC X 1 @ \$3,132 each = \$3,132



# COUNTY OF LEXINGTON

## Department of Emergency Medical Services



**To:** Jennifer Harmon, Grants Manager

**From:** Magen Hallman, EMS Chief

**Re:** Hospital Preparedness Program Grant

This memo serves to formally notify you of a grant award received through the Hospital Preparedness Program (HPP), administered by the South Carolina Department of Public Health (DPH). This program provides critical funding to active agencies within the Midlands Healthcare Coalition to assist in maintaining a continuous state of deployment readiness. This grant represents a significant investment in the enhancement of our EMS capabilities and regional health security, directly supporting County Council Goal One: Ensuring EMS is equipped and trained for appropriate response.

Lexington County EMS has been awarded \$45,576.23 in federal funding. These funds will be utilized for the following critical improvements:

**Tactical Emergency Casualty Care (TECC) Course:** Funding will support the planning and implementation of TECC training for EMS personnel, first responders, and healthcare providers. This initiative is designed to synchronize the efforts of hospitals, law enforcement, and fire services, ensuring a seamless, integrated response approach to high-threat incidents throughout the Midlands Region.

**Rapid Deployment Shelter System:** The County will purchase a modern, rapidly deployable shelter solution to replace the aging Western Shelter Gatekeeper system. The current system is labor-intensive and requires large vehicles for transport; the new solution will significantly reduce logistical complexity, allowing for faster setup with fewer personnel and ensuring continuity of operations during disasters.

The total award is \$45,576.23. There is no County match required for this grant.

Staff requests that this grant award be reviewed by the Health and Human Services Committee on January 13, 2026, and if approved, be reported out for final approval at the 4:30 p.m. County Council Meeting.



**SECTION I**

**COUNTY OF LEXINGTON**

**New Program Request**

**Fiscal Year - 2025-2026**

Fund # 2478 Fund Title: Hospital Preparedness Grant  
 Organization # 131400 Organization Title: Department of Emergency Services / Emergency Medical Services  
 Program # 130 Program Title: South Carolina Hospital Preparedness Program

Object Expenditure Code Classification	Total 2025-2026 Requested
<hr/>	
<b>Personnel</b>	
<b>* Total Personnel</b>	
<b>Operating Expenses</b>	
525210 Conference Meetings and Dues	\$7,210.00
525230 Subscriptions Books and Dues	\$4,569.00
<b>* Total Operating</b>	<b>\$11,779.00</b>
<b>** Total Personnel &amp; Operating</b>	<b>\$11,779.00</b>
<b>Capital Expenses</b>	\$33,797.00
(1) Rapid Deployment Shelter	
<b>** Total Capital (From Section II)</b>	<b>\$33,797.00</b>
<b>*** Total Budget Appropriation</b>	<b>\$45,576.00</b>



OPERATING LINE NARRATIVES

EMERGENCY MEDICAL SERVICES

**525210 CONFERENCES MEETINGS AND DUES** **\$7,210**

Funding is requesting funds to certify 15 EMS Training Staff members as instructors through the National Association of Emergency Medical Technicians (NAEMT). This investment will internalize the capacity to deliver the Tactical Emergency Combat Care (TECC) course to EMS personnel, first responders, and healthcare providers throughout the Midlands Region. By establishing an in-house instructor cadre, the department ensures sustainable, high-level training compliance and enhanced regional emergency response readiness.

NAEMT Instructor Preparation Course X 10 @ \$46/per =	\$460
NAEMT Provider Cards x 450 @ 15 per card=	\$6,750

**525230 SUBSCRIPTIONS BOOKS AND DUES** **\$4,569**

EMS is requesting these funds to cover the essential instructional materials and student manuals required to facilitate the TECC curriculum. To ensure fiscal responsibility and long-term cost savings, student manuals will be managed as a rotating inventory—distributed for use during the course and returned post-completion to be reused by future cohorts.

Instructor Tool Kit X 1 @ \$42/per =	\$42
Student Manuals including tax and shipping x 30 @ \$141/per=	\$4,527

CAPITAL LINE ITEM NARRATIVE

EMERGENCY MEDICAL SERVICES

CAPITAL REQUEST

**Rapid Deployment Shelter** **\$33,797**

As a key partner within the Midlands HealthCare Coalition, Lexington County EMS provides critical deployable shelter solutions for the region. This request seeks to replace the legacy Western Shelter Gatekeeper systems with a modern Rapid Deployment Shelter. While the current inventory remains functional, the systems are reaching the end of their operational lifecycle and present significant logistical challenges, as the legacy units are labor-intensive, require heavy transport vehicles, and demand extensive personnel for setup.

Transitioning to Rapid Deployment Shelter provides several strategic advantages, including enhanced operational agility through significantly reduced setup times and improved logistical efficiency due to a lighter, more compact footprint that allows for transport via smaller, more maneuverable vehicles. Furthermore, intuitive design optimizes resources by requiring fewer personnel for deployment, allowing staff to be redirected to clinical and life-saving duties. This modernization ensures Lexington County EMS remains at the forefront of disaster response, improving overall readiness to meet the evolving needs of the community and our regional partners.



# COUNTY OF LEXINGTON DEPARTMENT OF EMERGENCY SERVICES



## FIRE SERVICE DIVISION

**To:** Ted Luckadoo, Deputy County Administrator  
**From:** M. Kyle Minick, Fire Chief  
**Date:** 9 December 2025  
**Reference:** Acceptance of the 2025 Wal-Mart Spark Good Local Grant for Fire Investigations

The Lexington County Fire Service (LCFS) is requesting permission to accept a \$2,300 grant from Walmart Spark Good Grant to strengthen the Lexington County Fire Investigation Task Force. The primary objectives of the Spark Good grant emphasize community safety, prevention, and local impact.

LCFS applied for the Walmart Spark Good Grant in the amount of \$5,000 and was awarded \$2,300. These funds will be used to assist in providing the resources needed to support the Fire Investigation Unit to purchase essential personal protective equipment (PPE), badge identification, and high-resolution documentation equipment (digital cameras) to protect investigators, preserve evidence, and improve the accuracy and consistency of origin-and-cause investigations.

## COUNTY OF LEXINGTON Grant Request Summary Form

**Title of Grant:** Walmart Spark Good Grant

**Fund:** 1000 Public Safety **Department:** 131500 County Fire Service  
No. Title No. Title

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

**Type of Grant:** Reimbursement **Block** \_\_\_\_\_

**Grant Overview:**  
 Walmart Spark Good Grant Request – Lexington County Fire Service seeks approval to accept a non-match **\$2,300** grant from the Walmart Spark Good Grant to support our Fire Investigation Task Force. This funding will provide essential personal protective equipment, badge identification, and high-quality cameras to enhance investigator safety and accuracy in documenting fire scenes. About the grant: Walmart believes that investing in local communities strengthens their business as well as the communities they serve. Local grants are designed to support local organizations that meet the unique needs of the communities where they operate, build pride among all associates, and deepen relationships with their customers. Each year, Walmart U.S. stores, Sam’s Clubs and Distribution Centers award local cash grants ranging from \$250 to \$5,000.  
 Applicants must be: Mission Aligned: The grant addresses a specific need in their community and makes sense for Walmart or Sam’s Club to help, Builds Trust: The grant supports an organization that is legally compliant and seeks to bring people together without divisiveness, Effectiveness: It is clear what the organization does, how funds will be used and the impact the grant will have in the community.

**Grant Period:** November 3, 2025 to December 31, 2025

**Responsible Departmental Grant Personnel:** Adam Harmon, Deputy Fire Marshal

**Date Grant Information Released:** October 1, 2025 **Date Grant Application Due:** November 3, 2025

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

<b>Personnel</b>	\$ -		
<b>Operating</b>	\$ 2,300.00	* Application Amount:	\$5,000.00
<b>Capital</b>	\$ -	* Award Amount:	\$2,300.00
<b>Total</b>	<u>\$ 2,300.00</u>		

**Local Match Required:** Yes  No

**If Yes, What is the Percentage / Amount:** \_\_\_\_\_  
 \_\_\_\_\_  
% \$ Amount

**Requirements at the End of this Grant (please explain in detail):**  
 No specific requirements are reported in the grant. LCFS will conduct quarterly evaluations and will retain for evaluation.  
  
 Grant application was approved at the 10/28/25 Council Meeting.

Dept. Preparer:	AH	12/9/2025
Dept. Approval:	KM	12/9/2025
Finance Approval:	JH	12/9/2025
	<i>Initials</i>	<i>Date</i>



**COUNTY OF LEXINGTON**  
DEPARTMENT OF EMERGENCY SERVICES  
9-1-1 COMMUNICATIONS

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**MEMORANDUM**

DATE: January 7, 2026  
TO: Lynn Sturkie, County Administrator  
FROM: Ted Luckadoo, Deputy County Administrator of Emergency Services  
RE: 9-1-1 Communications Radio Console Replacement Project

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Lexington County 9-1-1 Communications would like to discuss moving forward with the replacement of all 9-1-1 radio consoles that are nearing end of life at both our primary and backup 9-1-1 centers. Staff have been working with Motorola Solutions over the past few months on a plan of action for this replacement and we would like to present the plan to County Council.

**Requested Action:** To be presented to the Health and Human Services Committee on January 13, 2026. If approved, it is requested to be reported out to County Council at the next scheduled meeting.

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

---

**MEMORANDUM**

**DATE:** December 31, 2025  
**TO:** Lynn Sturkie, County Administrator  
**FROM:** Tim Shumpert, Interim Director of Public Works  
**RE:** Frances Street Partial Closing, Town of Batesburg-Leesville (Goal 1) – Council District 2

---

Lexington County Public Works has received a request to close approximately 818 LF (0.15 miles) of Frances Street in the Town of Batesburg-Leesville, beginning at the intersection with E. Church Street and ending at the western property line of TMS #006023-01-001. A new road called Southern Fox Lane, part of the Creekside Ridge subdivision, will connect the remaining portion of Frances Street to E. Church Street through TMS #006023-01-010.

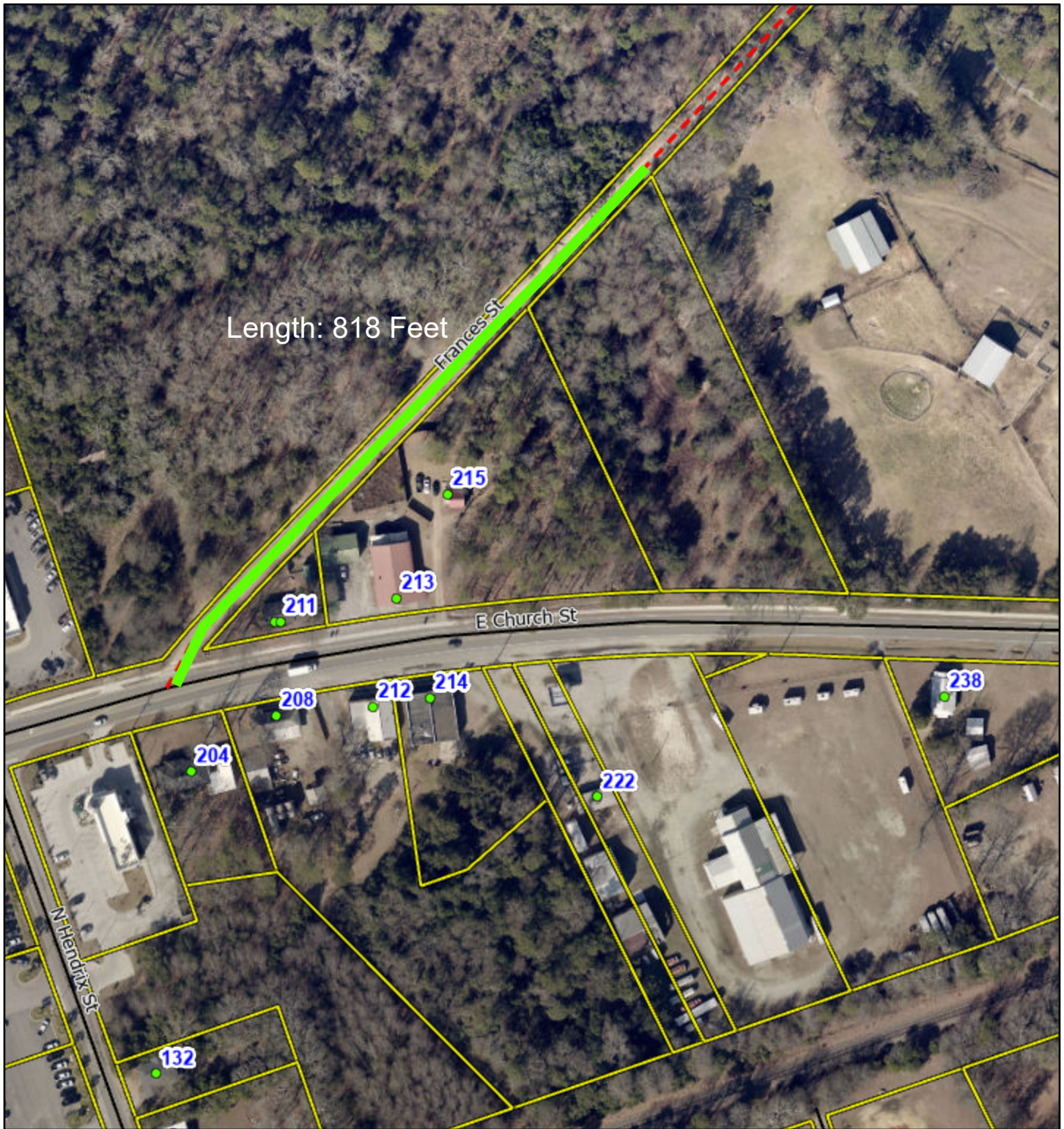
Public Works performed a traffic study on this road from October 14 to October 16, 2025, and the average daily traffic (ADT) was 109 vehicles per day.

Public Works has received statements of no objection from Lexington County Emergency Services, Lexington County School District 3, the Town of Batesburg-Leesville, Community Development, and Planning and GIS.

Based on the information provided, Public Works recommends “no objection” to the proposed road closing.

**REQUESTED ACTION:** To be presented to the Public Works/Solid Waste Management Committee on January 13, 2026, for review and approval. If approved, Public Works respectfully requests that it be reported out to County Council for approval at the next scheduled meeting.

# Lexington County Map



12/31/2025, 2:21:23 PM

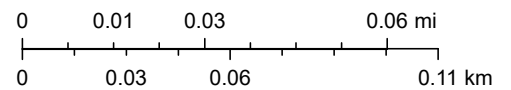
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## Address Points

- Existing
- Nonstandard

## Road Maintenance

- Dirt, Lexington County
- Pavement, SCDOT
- Parcels





## **County of Lexington**

**Department of Solid Waste Management**

**Lee McIntyre, Director**

498 Landfill Lane

Lexington, South Carolina 29073

Telephone: (803) 755-3325

Facsimile: (803) 755-3833

**To:** County Council

**From:** Lee McIntyre, Director, Department of Solid Waste Management

**Through:** Lynn Sturkie, County Administrator

**Date:** January 2, 2026

**Re:** Electronics Recycling Agreement

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In 2022 South Carolina State Legislature passed H 4775 creating an Electronics Recycling Clearinghouse. Lexington County participated in the program during the first two years of the program but decided to no longer participate due to being assigned to a new company each year. Switching do a new vendor each year presents with logistical challenges due to the needs of the County. Dynamic Lifecycle Innovations has been working with Lexington County to provide Clearinghouse pricing even though Lexington County is not participating in the Clearinghouse program. Dynamic Lifecycle Innovations has requested a renewal of the Recycling Services Agreement to continue services for the 2026 calendar year. The cost of this service is below the threshold of requiring a formal bid. Staff is requesting approval of this agreement from County Council to continue recycling with Dynamic Lifecycle Innovations.



**Service Agreement**

Parties:	
Recycler:	Dynamic Lifecycle Innovations, Inc.
Customer:	Lexington County, SC
Program:	South Carolina

This Agreement, on the 1 January 2026 is entered into by and between , 212 South Lake Drive, Lexington, South Carolina 29072 United States (hereafter referred to as “CUSTOMER”) and **Dynamic Lifecycle Innovations**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as “DYNAMIC”), including any exhibits attached hereto .

CUSTOMER hereby engages DYNAMIC to manage CUSTOMER’s electronics for end-of-life recycling and/or asset reuse/recovery, and DYNAMIC agrees to be so engaged to manage CUSTOMER’s electronic waste for processing and final disposition. CUSTOMER will be responsible for the collection, consolidation and preparation of shipments of Covered Devices to fulfill this obligation.

**A. Exhibit Term**

The term of this Agreement is 12 months commencing on 1 January 2026 and ending on 31 December 2026. Any renewals shall be agreed upon by both parties within Sixty (60) days of the Agreement termination period.

**B. Obligations of CUSTOMER:**

CUSTOMER must notify DYNAMIC and clearly designate, at time of scheduling drop off/pick up, what is program eligible/not program eligible. DYNAMIC is to retain all program and environmentally eligible recycling credits.

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the Pricing section, sorted on to skid pallets/Gaylord boxes, or additional sort charges may apply. To ensure safe transport, all material must be secure and stable before picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in, or on, such packaging materials. **Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC’s employees, other than those which are normally and routinely contained within the electronic devices to be recycled.**

CUSTOMER guarantees that electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

CUSTOMER will maintain, at its expense, all registrations, permits, certificates, licenses, or other authorizations required to collect and transport electronics.

CUSTOMER agrees to adhere to all of the terms and conditions of this Agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

**C. Obligations of DYNAMIC: Dynamic Lifecycle Innovations**

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- All requests should be sent via email to: [orderrequests@thinkdynamic.com](mailto:orderrequests@thinkdynamic.com). Request should include a Bill of Lading with the number of skids to be picked up, along with the weight, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately

reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any skid pallets/Gaylord boxes, when applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material in accordance with applicable federal, state and local regulations.

Once DYNAMIC removes the e-waste from the CUSTOMER facility, DYNAMIC accepts complete and total responsibility and will indemnify customer for any liability and damages created in the initial acceptance of the e-waste by CUSTOMER and the subsequent transportation and processing of the e-waste." During the term of the contract, Dynamic shall also carry liability insurance in the minimum amount of one million dollars and shall name the County of Lexington as an additional insured and provide evidence of such insurance to the customer.

**D. Pricing**

<b>End of Life Recycling Services – Program</b>	<b>Rates</b>
Program Eligible Electronics – Televisions and Computer Monitors	\$0.00
<b>End of Life Recycling Services – Non-Program</b>	<b>Rates</b>
Low Grade MISC Electronics	Charge \$0.12/lb
Printers	Charge \$0.12/lb
Microwaves	Charge \$0.12/lb
Computers	\$0.00
Laptops	\$0.00
Mixed Wire	Credit \$0.15/lb
<b>Logistics Services</b>	<b>Rates</b>
53' Semi Availability	\$0.00 (underweight fee may apply)
<b>Miscellaneous Services</b>	<b>Rates</b>
Trailer Rental Fee	\$175 per trailer per week

**\*Pricing is for whole-units. Electronics missing commodities are subject to price downgrades.\***

**\*\*Sort Fee only applies to TVs and Monitors not sorted to categories outlined above.\*\***

Material received is subject to reuse eligibility, unless otherwise specified by the CUSTOMER prior to shipment. Any and all material deemed as Non-Conforming will be charged to the CUSTOMER based on Dynamic's discretion and/or returned to the CUSTOMER at the CUSTOMER's expense.

In the event that commodity pricing fluctuates more than 20% at any time during this contract, DYNAMIC reserves the right to adjust pricing to align with changing commodity market by providing 60-day written notice. This price change will be effective upon written mutual agreement. If mutual agreement is not reached, the contract will terminate at the completion of the 60-day notice.

**E. Payment Terms and Invoicing**

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

**F. Data Management and Disclosure of Non-NAID Services**

DYNAMIC's standard operating procedures includes the moral obligation to provide data management (data sanitization and/or destruction) in accordance to industry leading best practice standards of NIST 800-88 and Dept. of Defense, as a minimum level of service regardless of clients' requested releases at no additional charge.

DYNAMIC can be contracted to provide enhanced data management capabilities via physical or software destruction methods (or both) either on-site or at a secure DYNAMIC facility with full chain of custody, in accordance with NAID AAA certified processes. These enhanced practices such as the recording of serial numbers of destroyed computer hard drives or devices could be considered a critical element in determining, investigating and defending against regulatory non-compliance, potential data breaches, and data breach notification requirements.

Based on the pricing and all services outlined for the processing of material under this agreement, services are to be considered “Non-NAID Certified” unless otherwise mutually agreed upon in writing. CUSTOMER has been informed of DYNAMIC’s data management practices and potential data security risks.

CUSTOMER willingly agrees to opt out of NAID certified services.

#### **G. Indemnification**

Customer will be responsible for whatever it is determined to be legally liable.

#### **H. Audit Right**

DYNAMIC shall have the right to audit CUSTOMER to assure compliance with the terms and conditions of this Agreement, including the right to audit reporting, processes, procedures, technical systems, records, and documents reasonably identified by DYNAMIC related to performance and compliance with all applicable laws, regulations, rules, program requirements, and DYNAMIC and DYNAMIC’s customer’s requirements.

#### **I. Termination**

DYNAMIC reserves the right to amend the obligation set forth in the above Scope of Work with a written notice to the CUSTOMER at any time throughout the duration of the program year, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed to the fullest extent of the law in regards to the costs of enforcing this Agreement. In the event of termination due to breach, the breaching party’s fines, fees, and penalties will survive termination. If the applicable state agency revises its legislation, Dynamic agrees to review the new changes, and must be acceptable to continue under this Agreement. Both parties recognize that all materials (electronic equipment, components, and commodities making up electronic waste) sent to DYNAMIC are wholly owned by DYNAMIC. All rights, credits, interests, and title generated from this process are owned and retained by DYNAMIC. In the event that CUSTOMER breaches this contract, CUSTOMER will be charged \$0.00 per pound for the difference of the contracted obligation in this agreement.

#### **J. Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of South Carolina, without regard to its conflicts of laws rules.

#### **K. Confidentiality**

Each party shall hold confidential all confidential and trade secret information relating to the business of the other party and its affiliated and subsidiary companies disclosed to it by reason of this Agreement, including the terms of this Agreement, and will not disclose any of such information to any person or entity unless legally compelled to do so. Provided, however, that to the extent that a party may become so legally compelled, such party may only disclose the information if such party shall first afford the other party the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be disclosed.

#### **L. Force Majeure**

Notwithstanding any other provision contained in this Agreement, if DYNAMIC is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, pandemic, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, DYNAMIC could not be expected to avoid. In such instances DYNAMIC's performance shall be suspended or excused without damages, cost or penalties while such cause exists. DYNAMIC shall use its best efforts to overcome the event and shall have reasonable time after cessation of the event to commend its performance.

**M. Representation of Authority**

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

**IN WITNESS THEREOF**, the parties have caused this contract to be duly executed by their duly authorized Representatives on the dates written under their signatures below intending for this Agreement to become effective as of the Effective Date.

**LEXINGTON COUNTY, SC**

**DYNAMIC LIFECYCLE INNOVATIONS, INC.**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**Exhibit D1.0**  
**South Carolina Memorandum of Understanding**  
**South Carolina Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act (The Act)**

This Exhibit is incorporated by reference into the Service Agreement entered into by and between CUSTOMER and DYNAMIC on 1 January 2026.

For the purpose of this Agreement all definitions and requirements described below align with the Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act, Act 234 Chapter 60, Title 48. CUSTOMER confirms that all material designated as program eligible meets the requirements as listed in Exhibit D1.0.

1. Program Eligible Entities:
  - a. In alignment with The Act the phrase 'Consumer' means an occupant of a single-detached dwelling unit or a single unit of a multiple dwelling unit who has used a covered device primarily for personal or home business use.
2. Program Eligible Material
  - a. Covered Devices (CDs):
    - i. Computer (Desktop, Laptop)
    - ii. Printers
    - iii. Computer monitors
    - iv. Televisions
3. Program Year
  - a. January 1<sup>st</sup> through December 31<sup>st</sup> of each year
4. CUSTOMER agrees to operate in alignment with all requirements of South Carolina Act 234 Chapter 60, Title 48 and guarantees that all electronics are collected in compliance with The Act.
5. CUSTOMER is a registered collector participating in The Act and must meet all requirements as a registered collector including but not limited to:
  - a. Submit by November 1<sup>st</sup> annually a complete registration to the South Carolina DHEC in the format required by DHEC.
6. CUSTOMER shall offer DYNAMIC all other Covered Devices collected by CUSTOMER at locations listed below in item #8.
7. CUSTOMER agrees to operate the collection site or events listed below (and/or update DYNAMIC with specific sites when exact location is finalized), pursuant to the requirements of Section 48-60-141, Collector Responsibilities, either through CUSTOMER or through a hired contractor on CUSTOMER's behalf.

Location: Landfill	Address: 498 Landfill Ln, Lexington, SC 29073
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8. CUSTOMER will assist DYNAMIC in preparing electronic waste for processing by sorting into categories:
  - a. CRT TVs and CRT Monitors (grouped together and stretch wrapped on pallets or placed in Gaylord boxes),
  - b. Flat Screen TVs and Flat Screen Monitors (grouped together and placed in Gaylord boxes),
  - c. Projection and Wood Console TVs (grouped together and stretch wrapped on pallets),
  - d. Desktops and Laptops (grouped together and stretch wrapped on pallets or placed in Gaylord boxes)
9. Each shipment must meet, or exceed, 18,000 lbs. gross weight, on a monthly average per collection site or event. Loads not meeting weight minimums are subject to an "Underweight Fee" of up to \$600 per shipment, and is assessed using a sliding scale:

Pounds of Program Eligible Material	Fee Assessed
17,000 – 17,999	\$100
16,000 – 16,999	\$200
15,000 – 15,999	\$300
14,000 – 14,999	\$400
13,000 – 13,999	\$500
12,999 or under	\$600

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# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8175

(F) 785-2240

**DATE:** December 17, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Director of Procurement

**FROM:** Shannon N Sharpe  
Procurement Manager

**SUBJECT:** **Food Service Program for Lexington County Detention Center (LCDC)**  
**Trinity Services Group (Oldsmar, FL)**  
**2023-RFP-15**  
**Procurement and Lexington County Sheriff's Department**  
**Committee of the Whole**

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Procurement and the Lexington County Sheriff's Department are requesting an additional one (1) year extension for the Food Service Program for LCDC contract. County Council initially approved this Contract on February 14, 2023, for a period of three (3) years with the option to extend seven (7) additional one (1) year periods, if deemed in the best interest of the County.

The contract went into effect on April 12, 2023, and currently expires April 11, 2026. We are requesting that the first (1<sup>st</sup>) extension begin April 12, 2026, through April 11, 2027. The estimated annual value of the contract is \$2,669,00.00. A copy of the contract is attached.

**COPY:** Adam DuBose, Interim Chief Financial Officer  
Jay Koon, Sheriff  
Lee Marshall, Major – Lexington County Sheriff's Department  
Robert Singleton, Major – Lexington County Sheriff's Department

# COUNTY OF LEXINGTON

Procurement Services  
212 South Lake Drive, Suite 503, 5th Floor  
Lexington, South Carolina 29072-3493



Phone (803) 785-8175  
Fax (803) 785-2240

February 15, 2023

Trinity Services Group  
Attention: Christina Muro  
477 Commerce Blvd  
Oldsmar, FL 32836

**Re: CONTRACT  
BID NUMBER: 2023-RFP-15  
FOOD SERVICE PROGRAM FOR LEXINGTON COUNTY DETENTION CENTER  
(TERM CONTRACT)**

Dear Ms. Muro,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and send the original signed contract along with a copy of your company's certificate of insurance to my office. If your company would like an original signed copy, please send a second copy and one will be mailed back to you. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Kelli Shelton at 803-785-8165. ***Please be sure to note this contact information with your company's Accounts Receivable department.***

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Shannon N Sharpe  
Procurement Officer

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )      **CONTRACT FOR FOOD SERVICE PROGRAM  
FOR LEXINGTON COUNTY DETENTION  
CENTER (2023-RFP-15)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **Trinity Services Group, 477 Commerce Blvd, Oldsmar, FL 32836** (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 **2023-RFP-15**, which is incorporated herein and made a part hereof, for **Food Service Program for Lexington County Detention Center.**
2.      **Term of Contract.** The term of this contract shall commence on **April 12, 2023** for a period of three (3) years, with the option to extend seven (7) additional one (1) year periods, if deemed in the best interest of the County. The first one hundred eighty (180) days of the term of this contract will be a provisional period of the contract per the RFP.
3.      **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and 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.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.
5.      **Insurance.** Company shall provide insurance as set forth in the RFP.
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 contract.
7.      **Termination.** This contract may be terminated pursuant to the RFP.
8.      **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFP.
9.      **Indemnification.** Company shall provide indemnification as set forth in the RFP.
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 there from.

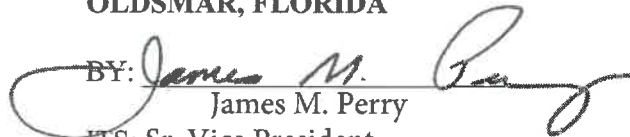
12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, 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, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 16th day of February, 2023.

**WITNESSES:**

  
Sonia Jackson

**TRINITY SERVICES GROUP  
OLDSMAR, FLORIDA**

BY:   
James M. Perry  
TTS: Sr. Vice President

**COUNTY OF LEXINGTON,  
SOUTH CAROLINA**

  
Shannon N Sharpe  
Procurement Officer

BY:   
Madison Stack  
Director of Procurement

# EXHIBIT A

## SCHEDULE OF CHARGES:

<b>Inmate Population Sliding Scale (Price Per Meal)</b>				
<b>Inmate Population</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEARS 4-10</b>
UP TO 400	Negotiable			
451-500	\$3.979	\$4.178	\$4.387	CPI
501-550	\$3.681	\$3.865	\$4.058	CPI
551-600	\$3.437	\$3.609	\$3.790	CPI
601-650	\$3.234	\$3.396	\$3.566	CPI
651-700	\$3.062	\$3.215	\$3.376	CPI
701-750	\$2.923	\$3.070	\$3.223	CPI
751-800	\$2.802	\$2.942	\$3.089	CPI
<b>OFFICER MEALS</b>	\$3.210	\$3.371	\$3.539	CPI
<b>PLASTOCON TRAYS *AS NEEDED ONLY*</b>	\$18.190	\$19.100	\$20.054	CPI

**\*Per the specifications and BAFO, there will be a minimum of eleven (11) kitchen staff on-site per day\***

**\*\*Per Section 3.1.01 of the RFP specification: If a position is vacant for greater than or equal to thirty (30) consecutive days, the County reserves the right to enforce a five percent (5%) invoice penalty until said position is filled. Monthly, by the 5<sup>th</sup> day of each month, a staffing vacancy report will be sent to the Detention Bureau Commander and/or his designee.**

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8175

(F) 785-2240

**DATE:** December 9, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Director of Procurement

**FROM:** Shannon N Sharpe  
Procurement Manager

**SUBJECT:** **On-Call Information Technology Consulting and Project Management for  
Lexington County Sheriff's Department  
Blue Summit Technology Partners, LLC (West Columbia, SC)  
2024-RFPQ-08  
Procurement and Lexington County Sheriff's Department  
Committee of the Whole**

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Procurement and the Lexington County Sheriff's Department are requesting an additional one (1) year extension for the On-Call Information Technology Consulting and Project Management contract. County Council initially approved this Contract on March 26, 2024, for a period of one (1) year with the option to extend four (4) additional one (1) year periods, if deemed in the best interest of the County.

The contract went into effect on April 1, 2024, and currently expires March 31, 2026. We are requesting that the second (2<sup>nd</sup>) extension begin April 1, 2026 through March 31, 2027. The estimated annual value of the contract is \$138,000.00. A copy of the contract is attached.

**COPY:** Adam DuBose, Interim Chief Financial Officer  
Jay Koon, Sheriff  
Lee Marshall, Major – Lexington County Sheriff's Department  
David Day, Captain – Lexington County Sheriff's Department

# COUNTY OF LEXINGTON

Procurement Services  
212 South Lake Drive, Suite 503, 5th Floor  
Lexington, South Carolina 29072-3493



Phone (803) 785-8175  
Fax (803) 785-2240

March 27, 2024

Blue Summit Technology Partners LLC  
Attention: Luke Fossum  
2515 Rainbow Drive  
West Columbia, South Carolina, 29169

**Re: CONTRACT**  
**BID NUMBER: 2024-RFPQ-08**  
**ON-CALL INFORMATION TECHNOLOGY CONSULTING AND PROJECT**  
**MANAGEMENT SERVICES FOR LEXINGTON COUNTY SHERIFF'S DEPARTMENT**

Dear Mr. Fossum,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and send the original signed contract along with a copy of your company's certificate of insurance to my office. If your company would like an original signed copy, please send a second copy and one will be mailed back to you. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Donna Harrington at 803-785-8135. ***Please be sure to note this contact information with your company's Accounts Receivable department.***

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Shannon N Sharpe  
Procurement Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

**CONTRACT FOR INFORMATION  
TECHNOLOGY CONSULTING AND  
PROJECT MANAGEMENT SERVICES FOR  
LEXINGTON COUNTY SHERIFF'S  
DEPARTMENT (2024-RFPQ-08)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **Blue Summit Technology Partners LLC, 2515 Rainbow Drive, West Columbia, SC 29169** (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 **2024-RFPQ-08**, which is incorporated herein and made a part hereof, for **Information Technology Consulting and Project Management Services for Lexington County Sheriff's Department.**

2. **Term of Contract.** The term of this contract shall commence on **April 1, 2024** for a period of **one (1) year with the option to renew an additional four (4) one-year periods** if deemed in the best interest of the County.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and 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.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

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

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 contract.

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

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFPQ.

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

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 there from.

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 bids, 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, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 1 day of APRIL, 2024.

WITNESSES:

[Signature] Sixth Jy

**BLUE SUMMIT TECHNOLOGY PARTNERS LLC  
WEST COLUMBIA, SOUTH CAROLINA**

BY: [Signature]

ITS: Owner / PRINCIPAL

**COUNTY OF LEXINGTON,  
SOUTH CAROLINA**

[Signature]  
Shannon N Sharpe  
Procurement Manager

BY: [Signature]  
Madison Stack  
Director of Procurement

[Handwritten mark]

**EXHIBIT A:  
Schedule of Charges**

**\$120.00/HOUR**

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** December 18, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Director of Procurement

**FROM:** Linsey Hardy  
Procurement Officer

**SUBJECT:** **Employee Health and Benefit Plan  
Planned Administrators, Inc. (Columbia, SC)  
P11002  
Procurement and Human Resources  
Committee of the Whole**

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Procurement and Human Resources are requesting an additional one (1) year extension for the Employee Health and Benefit Plan contract. County Council initially approved this Contract on May 24, 2011, for a period of three (3) year with the option to extend annually for one (1) year periods, if deemed in the best interest of the County.

The contract went into effect on January 1, 2012, and currently expires December 31, 2025. We are requesting that the twelfth (12<sup>th</sup>) extension begin January 1, 2026, through December 31, 2026. The estimated annual value of the contract is \$773,120.00. A copy of the contract is attached.

**COPY:** Adam DuBose, Interim Chief Financial Officer  
Dana Wilkerson, Chief Human Resources Officer  
Chelsea Miller, Deputy Director of Human Resources

**PLANNED ADMINISTRATORS, INC.  
ADMINISTRATIVE SERVICES ONLY (ASO) AGREEMENT**

This Agreement, dated this 25th day of January 2019, effective for the Administrative Service Period of 12 months beginning January 1, 2019, and ending December 31, 2019, is entered into by and among the Plan Sponsor/Administrator, County of Lexington, and the Plan Supervisor, Planned Administrators, Inc. ("PAI").

**WITNESSETH:**

**Whereas**, The Plan Sponsor/Administrator identified above has adopted an Employee Health and Welfare Benefit Plan known as the County of Lexington Employee Health and Welfare Benefit Plan ("Plan"), which is set forth in the Plan Document, for certain employees and their dependents (hereinafter referred to as "covered persons"); and

**Whereas**, PAI has been designated by the Plan Sponsor/Administrator as the Third Party Administrator (TPA) to provide administration and claims services for the establishment and operation of the Plan; and

**Whereas**, the Plan Sponsor/Administrator has requested that PAI perform the services that are specified in the Agreement and PAI has agreed to do same upon the terms and conditions hereinafter set forth.

**Now therefore**, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

**SECTION 1. ADMINISTRATIVE SERVICES**

- 1.1 To the extent specified in Exhibits A, B, C & D attached hereto, PAI shall provide the services for, and shall assist the Plan Sponsor/Administrator in, the administration of the Plan.
- 1.2 PAI shall follow the terms and provisions of the Plan Document in accordance with the Plan Sponsor/Administrator's intent and directions in carrying out the terms and purposes of this Agreement.
- 1.3 To the extent set forth in Exhibits A, B, C & D, PAI shall assist the Plan Sponsor/Administrator in the preparation of any report, or similar papers, required by a state or federal authority, for the Plan.

**SECTION 2. PLAN SPONSOR/ADMINISTRATOR OBLIGATIONS**

- 2.1 It is understood that the effective performance of all obligations hereunder by PAI will require that the Plan Sponsor/Administrator furnish to PAI certain timely reports and information in a form and manner specified by PAI, and such shall be as follows:
  - A. Previous Plan Document and Health Insurance Contract;
  - B. Plan Summary Booklet;
  - C. Copy of previous Carrier's billing for month preceding the effective date of coverage of the new Plan;
  - D. Complete, legible, and accurate enrollment forms on all covered employees and timely submission of Employee Data Change Forms and Health Questionnaires when appropriate;
  - E. Any and all necessary information regarding any Excess Loss (Stop Loss) Insurance ("Excess Loss (Stop Loss) Insurance" means the insurance procured by the Plan Sponsor/Administrator that insures against claims made in excess of certain amounts); and
  - F. Other information or documentation as may be required from time to time, within 30 days of request.

If applicable, items A through C shall be delivered to PAI within 15 days of the effective date of this Agreement. Item D shall be delivered to PAI no later than the 20<sup>th</sup> of each month for enrollments, changes, and questionnaires completed during the prior calendar month.
- 2.2 PAI shall not be responsible for delay in the performance of the claim and administrative and billing services

caused by failure of the Plan Sponsor/Administrator to furnish any required information on a timely basis.

- 2.3 The Plan Sponsor/Administrator shall be responsible for determining which covered persons are eligible for benefits under the Plan and shall certify this eligibility to PAI. Eligibility determinations shall be made by the Plan Sponsor/Administrator in compliance with the terms of the Plan Document. The Plan Sponsor/Administrator is responsible for ensuring that any member (employees or employees' dependents who Plan Sponsor/Administrator determines are eligible to participate in the Plan and who have elected to participate in the Plan) coverage rescissions reported to PAI are due to fraud, intentional misrepresentation of material fact or non-payment of premium contribution amounts. Any member notices required by law due to rescissions of coverage are also the Plan Sponsor/Administrator's responsibility. The Plan Sponsor/Administrator is responsible for reconciling its employment records to the lists of covered employees on PAI's monthly invoices, and reporting any discrepancies to PAI.
- 2.4 The Plan Sponsor/Administrator shall open and maintain a separate checking account at the bank of its choice, from which claims payments will be issued. The Plan Sponsor/Administrator shall provide PAI with bank account documentation, i.e. signature card, MICR encoded bank specifications sheet. Claims checks will be issued from this account on a twice-weekly basis. The Plan Sponsor/Administrator shall be responsible for timely deposit of sufficient funds for claims checks to be mailed two business days following the date of the check issuance (check date). Escheat/Unclaimed Funds reporting and compliance shall be the responsibility of the Plan Sponsor/Administrator.
- 2.5 The Plan Sponsor/Administrator is responsible for timely payment of all premiums for any insurance purchased by or for the benefit of the Plan. The Plan Sponsor/Administrator has the final authority to decide the insurance company(s) that will provide any such insurance.
- 2.6 If the Plan Sponsor/Administrator purchases COBRA services from PAI, Plan Sponsor/Administrator shall:
- A. Complete a COBRA initial notification form (which shall be provided by PAI or its designee within ninety (90) days of any new employees and within thirty (30) days of a member's Qualifying Event (as defined in the Plan Document));
  - B. Determine the amount of contributions required for COBRA continuation coverage and notify PAI or its designee of such amount;
  - C. Inform PAI or its designee of continuation rights, by use of the COBRA notification form or other electronic means upon the occurrence of a Qualifying Event;
  - D. Notify PAI or its designee upon receipt of notification of any second Qualifying Event.

If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.

- 2.7 Internal Revenue Code Section 125 Plan ("125 Plan") Services: If applicable and if the Plan Sponsor/Administrator purchases 125 Plan Services from PAI, then the Plan Sponsor/Administrator shall:
- A. Sponsor and encourage employee support of the 125 Plan.
  - B. Provide PAI or its designee (in a format reasonably acceptable to PAI or its designee) any necessary employee payroll, census, benefit information and any other information reasonably requested from time to time by PAI or its designee.
  - C. Be responsible for creation of any 125 Plan documents.
  - D. At all times be responsible for contributions to the 125 Plan and funds held by the 125 Plan.
  - E. Report participant terminations and changes of family status to PAI or its designee.

- F. Reconcile payroll amounts redirected to the 125 Plan.
- G. Complete and file form(s) 5500 with the IRS each plan year.
- H. Initiate any action required in the event 125 Plan becomes discriminatory.
- I. Distribute funds according to the requirements of the 125 Plan and PAI's or its designee's direction.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

2.8 Summary of Benefits and Coverage (SBC): The Plan Sponsor/Administrator agrees:

- A. To promptly provide to PAI the information necessary to complete the SBC;
- B. There is an understanding and agreement that the Plan Sponsor/Administrator's failure to provide information in a timely manner may substantially delay and/or jeopardize the timely delivery of the SBC;
- C. To distribute the SBC required under the Patient Protection and Affordable Care Act (PPACA) to members;
- D. To ensure that electronic access shall be restricted to a "read-only" or similar basis;
- E. To replace any hard-copy SBC that is modified by PAI;
- F. That the hard-copy SBC on file with PAI shall control in the event of any discrepancy; and
- G. That the Plan Sponsor/Administrator remains solely responsible for the content of the SBC and all other legal requirements related to the SBC. To the extent that PAI incurs any liability as a result of the preparation or distribution of the SBCs to Plan Sponsor/Administrator's members, Plan Sponsor/Administrator shall fully indemnify PAI unless such liability is the direct consequence of criminal conduct, fraud, or willful misconduct on the part of PAI.

2.9 If the Plan Sponsor/Administrator offers coverage for prescription drugs as part of its Plan Document, the Plan Sponsor/Administrator hereby adopts in its entirety the Prescription Drug List (as defined in the Plan Document) described in Exhibit A (including all modifications thereto).

### SECTION 3. PAYMENTS

- 3.1 **Monthly Billing** - Monthly billings reflecting Fixed Costs (all Plan Costs except Claim Costs) will be provided to the Plan Sponsor/Administrator to arrive approximately seven (7) calendar days prior to the first day of the month in which it is due. This bill will reflect all written changes received by PAI prior to the 10th day of the previous month. Payment is due on the 1st day of each month, and will be delinquent if not received prior to the 10th. All claims adjudication will be curtailed on delinquent accounts until such time as the account is brought current. If payment is not received within 30 days following the due date, PAI Administrative and Claims Services may be cancelled. If life insurance premiums are included on the billing, that coverage will also be cancelled. The Plan Sponsor/Administrator is required to pay as billed and accept reasonable or appropriate retroactive additions or terminations, if applicable, on the subsequent month's billing.
- 3.2 If during the operation of the Plan, any tax (other than state or federal income taxes), or any other assessment or premium charge shall be assessed against the Plan, or if PAI is required to pay such tax, PAI shall report the payment to the Plan Sponsor/Administrator and the Plan Sponsor/Administrator shall reimburse PAI for the same, to exclude any expenses or taxes that are not appropriately allocable to the operation of the Plan.
- 3.3 In addition to monthly administrative, claims, and handling fees, the Plan Sponsor/Administrator shall pay PAI additional charges for any special request items or services not specifically covered in Exhibits A, B, C & D. Such items may be:

- A. Printing and supplies expenses incurred after exhausting the supplies provided under the initial set-up fee for Plan inserts, Plan Document changes, ID cards, etc.;
  - B. Special statistical reports other than customary or annual reports, (See Exhibit B, paragraph F). Unusual or extraordinary expenses for services or support that PAI and the Plan Sponsor/Administrator mutually agreed upon.
- 3.4 All charges incurred as a result of paragraph 3.3 will be submitted for payment on the next Plan monthly billing statement and subject to payment in full with that billing remittance.
- 3.5 All charges incurred for services to be rendered for an administrative run-out of claims at termination of a contract will be billed and remitted as set forth in Section 9, Termination of Agreement, paragraph 9.5.
- 3.6 PAI has the right to change the monthly Fixed Costs charges, in the following circumstances. PAI will, to the extent possible, give the Plan Sponsor/Administrator no less than thirty (30) days advance written notice of the change. The portion of the Fixed Costs representing policy premiums (if any) may be changed at any time the policy premiums are changed by the insurer(s). The administrative service fees of PAI may be changed once every twelve months. PAI may also change the administrative service fees (1) on the date a substantive change is made to the Plan which increases the responsibilities of PAI or (2) on the date the number of employees covered by the Plan has changed by 25% or more since the date the then current administrative services fees were effective. If Fixed Costs charges change during the term of this Agreement, an amended Schedule D will be prepared, agreed upon and initialed by both parties to the Agreement.

#### SECTION 4. MISCELLANEOUS PROVISIONS

- 4.1 PAI, in performing its obligations under this Agreement, is acting only as an agent of the Sponsor/Administrator. For the purposes of state or federal laws or regulations, the Sponsor shall be the Administrator of the Plan, unless the Sponsor by action of its Board of Directors designates an individual or committee to act as Administrator. In no instance shall PAI be deemed to be, or be, the Sponsor or the Administrator of the Plan. Both parties acknowledge and agree that all documents and records generated by PAI in performance of its obligations under this Agreement are owned by the Sponsor/Administrator, and that PAI serves as the custodian of such documents and records on behalf of the Sponsor/Administrator.
- 4.2 PAI shall not be liable, nor advance its funds, for the payment of claims under the Plan or insurance or other premiums or monies owed to other providers of goods or services that are the responsibility of the Plan Sponsor/Administrator. PAI shall not be considered the Insurer or Underwriter of the liability of the Plan Sponsor/Administrator to provide benefits for the Plan's covered persons and the Plan Sponsor/Administrator shall have final responsibility and liability for payment of claims in accordance with the provisions of the Plan.
- 4.3 To the extent permitted pursuant to applicable law, the Plan Sponsor/Administrator agrees to defend, indemnify and hold harmless PAI from any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses ("Damages"), including a reasonable attorneys' fee (for attorneys chosen by PAI), resulting from, or related to any third party claim relating to this Agreement or the Plan Sponsor/Administrator's Plan or the Plan Document unless such Damages are the direct consequence of criminal conduct, fraud, or willful misconduct on the part of PAI. The Plan Sponsor/Administrator agrees to hold PAI harmless for any claims amounts that are not reimbursed by any Excess Loss (Stop Loss) carrier, provided that PAI has processed the claims pursuant Section 8.
- 4.4 A. PAI agrees to indemnify and hold harmless the Plan Sponsor/Administrator from any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses (as used herein, "Damages"), including a reasonable attorney's fee (for attorneys chosen by The Plan Sponsor/Administrator), arising out of or related to the Plan, Plan Document or this Agreement, but only if resulting from PAI's criminal conduct, fraud, or willful misconduct.
- B. To the extent permitted under applicable law, the Plan Sponsor/Administrator agrees to defend, indemnify and hold harmless PAI from any and all Damages, including a reasonable attorneys' fee (for attorneys

chosen by PAI), resulting from, or related to any third party claim relating to this Agreement or the Plan Sponsor/Administrator's Plan or the Plan Document unless such Damages are the direct consequence of criminal conduct, fraud, or willful misconduct on the part of PAI. The Plan Sponsor/Administrator agrees to hold PAI harmless for any claims amounts that are not reimbursed by any Excess Loss (Stop Loss) carrier, provided that PAI has processed the claims pursuant Section 8.

- 4.5 The Plan Sponsor/Administrator also recognizes and agrees that Plan Sponsor/Administrator's failure to adhere to the check release process as outlined in Section 4.10, or Plan Sponsor/Administrator's failure to pay the Administrative Fee due to PAI under this Agreement, may result in PAI incurring significant costs and has the potential to result in a delay in the release of the claims checks, Provider Vouchers and Explanation of Benefits Statements beyond the time frames for such release as set forth in the U.S. Department of Labor claims regulations.
- 4.6 PAI may secure the services of actuaries, computer service firms and any other firms it deems necessary in performing its duties under this Agreement.
- 4.7 Both parties acknowledge and agree that pursuant to this Agreement, PAI is an independent contractor under South Carolina State law. Personnel performing services under this Agreement will remain employees of their respective parties and no such employee of either party shall be considered in any way to be an agent, officer, representative, or employee of the other party, or have binding authority as an agent, officer, representative, or employee of the other party.
- 4.8 A. If PAI becomes aware of an excess payment or overpayment made under the Plan in excess of \$50.00, PAI shall use its standard overpayment collection processes and procedures to attempt to recover any overpayment; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI's services for its standard overpayment collection processes are included in the Administrative Charge. In the event PAI uses the services of a Medical Provider Audit Firm ("MPAF"), the fee for such MPAF services shall be based on a percentage of the amount recovered and is listed on Exhibit D. PAI, in its sole discretion, shall settle and resolve overpayments on any basis it determines is reasonable (provided that PAI may only pursue litigation in accordance with this Section 4.8), including payment of less than the entire overpayment amount. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8; however, if PAI determines that litigation is necessary to collect the overpayment, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of overpayments is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any overpayment not recovered.
- B. If PAI becomes aware of a subrogation claim in excess of \$50.00, PAI shall use its standard processes and procedures to attempt to recover the subrogation claim; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI shall charge an additional fee based on a percentage of the subrogation amount recovered (hereinafter the "Subrogation Fee"). The Subrogation Fee is listed on Exhibit D and is not included in the Administrative Charge or any other fee described herein. PAI, in its sole discretion, shall settle and resolve all such claims on any basis it determines as reasonable, including collection of less than the entire amount of such claim and contributions to the Member's attorney's fees. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8. In the event PAI determines litigation is necessary to recover a subrogation claim, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator, for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of subrogation claims is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any subrogation claim not recovered. If the Plan Sponsor/Administrator separately contracts with an outside vendor for

subrogation services, references to subrogation recovery in this paragraph are not applicable.

- 4.9 The Plan Sponsor/Administrator acknowledges that PAI may receive rebates and/or other amounts (“credits”) from drug manufacturers and/or through a Pharmacy Benefit Manager (“PBM”). These financial credits are paid directly from drug manufacturers or from other providers through the PBM. Except as otherwise provided herein, credits are not payable to the Plan Sponsor/Administrator or members and will be retained by PAI to help stabilize overall rates and to offset expenses. Amounts paid to pharmacies, or discounted prices charged at pharmacies, are not affected by these credits. Any coinsurance that a member must pay for prescription drugs is based upon the allowable charge at the pharmacy, and does not change due to receipt of any credit by PAI. Copayments are not affected by any credit. Pharmacy rates may vary and the proposed retail rates do not necessarily reflect the actual contracted rate between the PBM and the pharmacy chain. The Plan Sponsor/Administrator acknowledges that the amount paid to the pharmacy may not be equal to the amount billed to the Plan Sponsor/Administrator. After PAI’s quarterly receipt of pharmaceutical financial credits, PAI will share 100% of the retail prescription and mail order prescription rebates with the Plan Sponsor/Administrator.
- 4.10 The Plan Sponsor/Administrator agrees to operate under the prescribed procedures for auto-release of their claims checks. Checks will be mailed two business days after the date of the checks. Failure of the Plan Sponsor/Administrator to comply with prescribed auto-release procedures may result in immediate placement of claims processing on administrative hold.
- 4.11 PAI shall not be bound by any notice, or directive or request unless and until it is received in writing at its office in Columbia, South Carolina, addressed to Planned Administrators, Inc., Post Office Box 6927, Columbia, South Carolina 29260.
- 4.12 This Agreement, including any attached Exhibit, Schedule, Attachment or Supplement, contains the entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. Unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

#### **SECTION 5. LAWS GOVERNING AGREEMENT**

This Agreement shall be construed and enforced according to the laws of the State of South Carolina and any applicable law. 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 agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

#### **SECTION 6. AGREEMENT COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterpart shall constitute but one of the same instrument.

#### **SECTION 7. MODIFICATION OF AGREEMENT**

This Agreement and any attachments thereto constitute the entire Agreement between the parties. Changes in the Agreement or in any attachments must be mutually agreed to, in writing, signed and delivered to the respective parties.

#### **SECTION 8. TIME LIMIT FOR FILING CLAIMS**

- 8.1 It is understood that the Plan Sponsor/Administrator has implemented a self-funded **health benefit plan and that** all provisions of the Plan must be described in a Plan Document.
- 8.2 The Plan Sponsor/Administrator understands that if it purchases Excess Loss (Stop Loss) coverage to reimburse it for some losses sustained under the Plan, the coverage contract will contain a time limit within which covered and complete claims must be filed by persons covered under the Plan in order for the loss to be reimbursable to the Plan Sponsor/Administrator.

- 8.3 It is understood that the Plan Sponsor/Administrator is responsible for the Plan Document and for all provisions in the Plan Document including, but not limited to, a description of any time limits within which complete claims must be filed. It is understood, further, that if the Plan Document provides for a longer time period to pay claims than the Excess Loss (Stop Loss) coverage provides, there could be claims payable under the Plan which will not be reimbursed by the Excess Loss (Stop Loss) contract, which otherwise might have been reimbursable. In all cases where claims are submitted to PAI for payment, PAI is responsible for processing and presenting claims for payment to the Plan Sponsor/Administrator in a time and manner as specified in Exhibit B, and within a reasonable timeframe to secure reimbursement under the Excess Loss (Stop Loss) contract. If PAI receives a claim after the deadline for reimbursement under the Excess Loss (Stop Loss) contract, PAI will promptly notify the Plan Sponsor/Administrator. PAI will not disrupt the standard flow of the adjudication process, but will follow its standard processing procedures.

Claims must be filed with PAI within the time requirements as set forth in the Plan Document, unless it was not reasonably possible to do so. PAI will determine if enough information has been submitted to enable proper consideration of the claim.

- 8.4 For purposes of claims processing, a complete claim is one that includes all information necessary for PAI to properly adjudicate the claim. If PAI receives incomplete claims or if the claim is considered incomplete due to any other information being needed, PAI will request the needed information and the Plan Sponsor/Administrator shall be notified in writing, via a monthly "LPR-Claim Letter Listing" report, which informs the Plan Sponsor/Administrator about any claims received by PAI that are pending additional information. This report provides information regarding all letters PAI has sent out to subscribers on behalf of the Plan Sponsor/Administrator, requesting additional information necessary to complete the adjudication of the claim in question. PAI will use reasonable means to secure the information needed for the incomplete claim to become complete. It is ultimately, however, the responsibility of the Plan Sponsor/Administrator to secure any information needed by PAI.
- 8.5 If PAI receives any claim which is incomplete, as described in paragraph 8.4 and the information needed to make the claim complete is not received within the claim filing and payment time limit in the Excess Loss (Stop Loss) contract, that claim if subsequently paid under the Plan may not be reimbursed to the Plan Sponsor/Administrator by the carrier providing the Excess Loss (Stop Loss) coverage.

## SECTION 9. TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated by either party by written notice of intention to terminate given to the other party, to be effective as of a certain date set forth in the written notice which shall not be less than thirty (30) days from the date of such notice. Failure by the Plan Sponsor/Administrator to render written notice of at least thirty (30) days will result in the equivalent of one month's administrative service fees being due to the Plan Supervisor, payable immediately. Failure of the Plan Sponsor/Administrator to remit said amount will void and invalidate any further obligation of PAI to furnish materials or data as outlined in Section 9, paragraph 9.5, item C.
- 9.2 This Agreement shall automatically terminate in the event of:
- A. Bankruptcy or insolvency of the Plan Sponsor/Administrator or PAI;
  - B. Failure by the Plan Sponsor/Administrator to deliver to PAI on a timely basis the reports and information set forth in Section 2, paragraph 2.1;
  - C. Merger, sale or consolidation of Plan Sponsor/Administrator, unless the surviving entity, as new Plan Sponsor/Administrator, and PAI agree to continue this Agreement;
  - D. Merger, sale or consolidation of PAI, unless the surviving entity, as new Plan Supervisor, and Plan Sponsor/Administrator agree to continue this Agreement;
  - E. The enactment of any law or the promulgation of any regulation, which makes illegal the continuance of this Agreement or the performance of any obligations hereunder;

- F. Failure of the Plan Sponsor/Administrator to deposit funds for the payment of claims within a two week time period from the date of the checks.

Provided, however, in the event of any termination of this Agreement pursuant to items A through F of this Section 9.2, such termination shall not occur and shall not be effective until the 15<sup>th</sup> day after the terminating party notifies the other party in writing that the Agreement is being terminated. As to items B and F above, there shall be a right to cure the default during the first 7 days of this 15-day notice period.

- 9.3 In the event of termination of this Agreement, PAI shall complete the processing of all fully documented requests for claim payments under the Plan that were received by it and are due and payable prior to the termination of this Agreement, but it shall have no obligation:
  - A. To complete the processing of any such requests upon its determination that the Plan Sponsor/Administrator has failed to provide funds for the payment of benefits due;
  - B. To process requests for claim payments that were received by it after termination of this Agreement;
  - C. To process requests for claims payment for which full documentation does not arrive at PAI until after the termination of the Agreement;
  - D. To issue checks after the termination date for requests for claim payment relative to conditions existing on or after such date.
- 9.4 All checks issued by PAI, which are outstanding upon the termination of this Agreement or issued thereafter in accordance with Section 9, paragraph 9.3, shall continue to be the responsibility and liability of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall continue to be responsible and liable for the payment of all benefits and expenses under the Plan after the termination of this Agreement.
- 9.5 Notwithstanding anything herein to the contrary, if the Agreement is terminated for any reason the following applies:
  - A. Termination of this Agreement will result in cessation of all administrative and claims services, upon the date of termination. However, when mutually agreeable the Plan Sponsor/Administrator can request an Administrative and Claims Service Agreement only, to allow for the orderly resolution of the incurred but not paid, pending claims (runout). This in no way will be construed as an extension of any insurance contracts that may exist. Such an agreement can be arranged for three months at a time (up to a total of 12 months), and the runout fees will be based on the administrative rates and number of enrollees on the invoice of the final month of the contract. The monthly runout fees will be determined at the time of contract termination. The monthly runout fees will be equal to 100% of the last contract month's administrative fees for the first three months, 50% of the last contract month's administrative fees for the fourth through sixth months, and 25% of the last contract month's administrative fees for the seventh through twelfth months. Any runout PPO network fees are not reduced quarterly in the same manner as the administrative fees. The runout fees will be payable in advance, unless otherwise agreed upon.
  - B. PAI will deliver to the Plan Sponsor/Administrator, for a standard end-of-contract reporting fee of \$500.00, the following items after the termination of this Service Agreement:
    - 1. The Plan year-end closing documentation;
    - 2. A final accounting of all reimbursements made by the Excess Loss (Stop Loss) Carrier;
    - 3. All unused check stock;
    - 4. Copies of paperwork on outstanding reimbursements which was forwarded to Excess Loss (Stop Loss) Carrier;
    - 5. Claims submitted but not processed;

- 6. All claims documentation and other materials utilized to process claims;
  - 7. A listing of all deductible and out-of-pocket accumulations;
  - 8. Any other documents or records for which PAI is responsible pursuant to the terms of this Agreement.
- C. The delivery of those items in the paragraph above to the Plan Sponsor/Administrator or its representative will release PAI of all further administrative, legal, financial and consultative responsibility of any ongoing or future actions that may be taken by claimants or providers of services, etc.

In Witness whereof, the Plan Sponsor/Administrator and PAI have executed this Agreement as of the day and year first above written.

For: **COUNTY OF LEXINGTON**  
 By: *[Signature]*  
(Signature)  
 Name: Brad Cain  
(Print)  
 Title: Director of Procurement  
 Date: 1/29/19  
(Please enter exact date signed.)

For: **PLANNED ADMINISTRATORS, INC. (PAI)**  
 By: \_\_\_\_\_  
(Signature)  
 Name: PJ Rescigno  
(Print)  
 Title: AVP Sales and Marketing  
 Date: \_\_\_\_\_  
(Please enter exact date signed.)

*This Agreement shall be effective on the earlier of the Effective Date or, if Plan Sponsor/Administrator shall not return an executed copy prior to the Effective Date, the first date the Plan Sponsor/Administrator receives Services. If Plan Sponsor/Administrator has not returned an executed copy of this Agreement prior to the receipt of Services, then the version of this Agreement initially provided to the Plan Sponsor/Administrator shall control.*

## EXHIBIT A

### General Administrative Services

1. PAI will provide technical assistance, guidance and administrative support in the preparation for approval by the Plan Sponsor/Administrator of the following:
  - A. Standard Plan Document with the Schedule of Benefits (Benefit Booklet);  
*(If Plan Sponsor/Administrator has not returned an approved and executed copy of the Plan Document prior to the receipt of Services, then the version of the Plan Document initially provided to the Plan Sponsor/Administrator shall control.)*
  - B. Billing format;
  - C. Checks for any bank account.
2. PAI will provide the following:
  - A. Claim Forms (medical, dental, and disability);
  - B. Enrollment Change Forms;
  - C. Drug Forms;
  - D. Monthly billing;
  - E. Explanation of Benefits (EOB) forms; and
  - F. Standard PAI identification cards.
3. PAI *may* perform the marketing function to obtain quotes and coordinate the procurement process for any Stop Loss Insurance Contracts.
4. PAI will furnish information to the Plan Sponsor/Administrator necessary for the Plan Sponsor/Administrator to complete 5500 filings (if applicable), within the prescribed deadline of 120 days from end of Plan year. It is the Plan Sponsor/Administrator's responsibility to determine whether the Plan is required to file Form 5500.
5. PAI will print and mail 1099s to the appropriate recipients at the end of each calendar year. PAI's actual cost will be billed to the Plan Sponsor/Administrator. PAI will also electronically file the 1099 information returns with the appropriate governmental authorities, on behalf of the Plan Sponsor/Administrator.
6. If Plan Sponsor/Administrator purchases COBRA Services from PAI, PAI or its designee shall:
  - A. Mail the initial COBRA rights notice (as approved by the Department of Labor) to the member or dependent under the Plan. A separate COBRA rights notice will be mailed to the covered spouse if applicable.
  - B. Send the appropriate COBRA notice and election forms to the qualified beneficiaries and monitor the election period for the COBRA beneficiaries upon notice of a qualified member. (Forms must be completed in its entirety; incomplete elections will be treated as elected as offered.)
  - C. Bill and collect the initial premium payment covering the period during which coverage would have normally ended to the date the beneficiary elects COBRA continuation.
  - D. Bill and collect the monthly premiums from the COBRA beneficiaries who elected continuation of coverage beginning with the first monthly premium due after notice of continuation coverage is made by the beneficiary.
  - E. Monitor the appropriate continuation of coverage period for each beneficiary and disenroll the beneficiary at the end of the period of continued coverage.
  - F. Send conversion notices to eligible COBRA beneficiaries to the extent and within the period prescribed by applicable law, provided that a conversion option is included in their Plan Document.
  - G. Not be responsible for giving notice to the COBRA continuants of any open enrollment periods as well as the available benefit plan options and applicable premium rates for the periods.
  - H. Provide reports as follows:

- 1) a monthly report summarizing the following items for the preceding month: coverage elections and terminations; premium payment status; eligibility expirations; and all changes related to coverage and/or demographics that have been affected;
  - 2) a daily report indicating: receipt of initial premium, notice of election (including type of coverage chosen) and notice of termination (including date of and reason for termination);
  - 3) additional reports may be available upon mutual agreement and for an additional fee.
- I. Forward contributions received for the preceding month to Plan Sponsor/Administrator on a monthly basis, less any amount due as payment for COBRA Services furnished pursuant to this Agreement.

Neither PAI or its designee shall be responsible for providing notice of any open enrollment periods, available benefit plan options, and/or applicable premium rates for such periods.

PAI or its designee shall rely upon any information provided to it by the Plan Sponsor/Administrator, shall base certain eligibility, coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided, and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. PAI's or its designee's only obligation hereunder shall be to compile such information accurately and to utilize such information in performing its responsibilities under this Agreement.

If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.

7. If Plan Sponsor/Administrator purchases 125 Plan Services from PAI, PAI or its designee shall:
- A. Provide sample announcement letters, sample communications materials for employee education and annual enrollment materials as requested by the Plan/Administrator.
  - B. Process employee reimbursement requests as directed by the Employer's Section 125 Plan, 125 Plan Master Application and IRS guidelines.
  - C. Provide toll-free customer service access via telephone.
  - D. Provide 125 Plan discrimination reports at the beginning and end of the year.
  - E. Provide standard monthly reports for reconciling amounts redirected to the 125 Plan. Standard monthly reports include:
    - 1) Reports detailing the monthly administrative fees;
    - 2) Reports detailing billing for employees; and,
    - 3) Reports detailing employees' elections and participation.
  - F. Not have any obligation or duty to maintain any accounts or handle funds on behalf of the Plan Sponsor/Administrator.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

8. If the Plan Sponsor/Administrator offers coverage for prescription drugs as part of its Plan, PAI shall be solely responsible for the development and periodic review and modification of a Prescription Drug List (as defined in the Plan Document) consisting of a listing of all drugs that are approved for a specified level of benefits under the Plan. PAI shall maintain an up-to-date version of the Prescription Drug List at <https://www.paisc.com/caremarkprescriptiondruginformation.aspx>.

## EXHIBIT B

### Claim Payment Services

1. PAI shall, in accordance with the terms of the Plan Document or other written agreements, as originally stated or as subsequently amended, do the following:
  - A. Promptly process claims with respect to covered persons and calculate the amounts due and payable in accordance with the Plan Document.
  - B. Prepare for signature by the authorized party, process and distribute payment checks drawn on the Plan's checking account.
  - C. Prepare and submit all reports and notices of claims to the reinsurer in a time and manner required by the Excess Loss Insurance Policy; maintain records reasonably required by the reinsurer and furnish to the reinsurer upon request, all pertinent data with respect to Covered Persons as required by the Excess Loss Insurance Policy; or perform any other duty in a time and manner as specified in the Excess Loss Insurance Policy. PAI shall promptly notify Plan Sponsor/Administrator of any notices received by PAI from the reinsurer, and promptly forward Excess Loss Insurance reimbursements received from the reinsurer to the Plan Sponsor/Administrator.
  - D. Maintain current and complete records and files of claim payments for each covered person in accordance with PAI's current practices.
  - E. Request, as needed, any Medical Records necessary with which to process claims and file claims reimbursements with the Excess Loss (Stop Loss) carrier on behalf of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall be responsible for any expenses incurred in obtaining these Medical Records. This expense will be charged against the Plan Sponsor/Administrator's claims account.
  - F. Submit the following claims related reports to the Plan Sponsor/Administrator:
    1. Check register;
    2. Monthly Individual Specific Analysis (policy year); Benefit Analysis (month-to-date) and Coverage Analysis;
    3. Loss Ratio Report and Benefit Analysis (year-to-date);
    4. The reports in items 1 through 3 above, if requested at intervals other than specified above, will be provided for an additional fee. Non-standard reports such as Cost Containment, Lag Studies, or other program reports, can also be provided for an additional fee. Any such additional fees will be pre-approved by the Plan Sponsor/Administrator.
  - G. Conduct reviews of all written appeals of claim decisions. Claims appeal findings and determinations are subject to the Plan Sponsor/Administrator's right for final approval or denial.

## EXHIBIT C

### Agreement Regarding Disclosure of Group Claim Information

Upon specific written request, PAI will release to the Sponsor/Administrator claim information as is reasonably necessary for administration of the Plan, for auditing, reviewing, and evaluating the performance of PAI, for Plan benefit design and for other proper benefit program purposes.

The Sponsor/Administrator agrees to limit access to any such information to only employees with group benefit administration responsibilities. The Sponsor/Administrator agrees that it will take the necessary steps to protect the confidentiality of their employees' and dependents' claim information, and that it will use this information only for the purposes stated above in accordance with the Gramm-Leach-Bliley Act.

Alcohol and drug abuse patient information is protected by Federal confidentiality rules (42 CFR part 2) and is not subject to release under this Agreement.

### NOTICE OF PRIVACY POLICIES AND PRACTICES

We (PAI) do not disclose and we reserve no right to disclose to our affiliates or to nonaffiliated third parties, your (Sponsor/Administrator's) nonpublic personal financial information, which we collect and maintain, except with your permission or as permitted by law. We will not disclose your nonpublic personal financial information except as described in this Notice even if our customer relationship with you may end. This Privacy Notice describes our practices for safeguarding nonpublic personal financial information about employee benefit Plan participants and beneficiaries.

Information we collect and maintain: We collect nonpublic personal financial information about you from the following sources:

- Information we receive from you on applications, at your request or otherwise;
- Information we obtain from your transactions with us, our affiliates or others;
- Information we receive from consumer-reporting agencies.

How we protect information: Except as otherwise described in this Notice, we restrict access to your nonpublic personal financial information to our employees who need to know to provide our products and services to you and as permitted by law. We maintain physical, electronic, and procedural safeguards that comply with applicable legal requirements to guard your nonpublic personal financial information. We have installed usernames, passwords and other safety features on our web applications to help ensure that the information you provide remains safe and secure.

Changes to this Notice: We may amend our privacy policies and practices at any time, and we will inform you of any material changes as required by law.

**EXHIBIT D - Administrative Services Only Agreement**  
**Rate Schedule - Disclosure of Charges Billed by PAI**

GROUP NAME: Lexington County      GROUP #: 548  
 FOR THE PERIOD FROM: 1/1/2019      TO: 12/31/2019

**(Rates are based on "Per Employee Per Month" unless otherwise stated.)**

ADMINISTRATIVE SERVICE FEES:		SINGLE	FAMILY
Medical		\$25.27	\$25.27
Dental		\$0.00	\$0.00
Vision		\$0.00	\$0.00
Short Term Disability (STD)(PAI In-house)		\$0.00	\$0.00
Agent Commission		\$0.00	\$0.00
HIPAA Privacy Services		\$0.80	\$0.80
COBRA Services- Wageworks retains 2% of the total premium from member		\$0.00	\$0.00
NY-HCRA Services		\$0.00	\$0.00
(Monthly NY-HCRA assessment fees will also apply if any subscribers are NY residents)			
<b>PPO NETWORK ACCESS FEES:</b>			
Preferred Blue		\$5.35 pepm	\$5.35 pepm
		\$0 pepm	\$0 pepm
PHCS		\$6 pepm	\$6 pepm
PHCS		25% of savings	25% of savings
		\$0 pepm	\$0 pepm
		\$0 pepm	\$0 pepm
		\$0 pepm	\$0 pepm
<b>PRE-CERTIFICATION, MEDICAL REVIEW + MANAGED CARE ACCESS FEE</b>			
Managed Care Services	\$2.68	\$2.68	
Managed Care Services	n/a	n/a	
Maternity Care	Per case \$275	Per case \$275	
Health Management	n/a	n/a	
Complex Care - setup fee per patient	\$400 per case-one time charge	\$400 per case-one time charge	
Complex Care - ongoing fees per patient	Group billed directly by Alere as a claim	Group billed directly by Alere as a claim	
24 hour Nurse Advisor - pepm	n/a	n/a	
Smoking Cessation	n/a	n/a	
Weight Management	n/a	n/a	
Quit for Life	n/a	n/a	
Cholesterol Management	n/a	n/a	
Back Pain Management	n/a	n/a	
Stress Management	n/a	n/a	
Autism Management	n/a	n/a	
<b>PRESCRIPTION DRUG PROGRAM</b>			
Applicable Fee Schedule:	PBM: Caremark		
Per employee per month		\$0.80	\$0.80
<b>ELECTRONIC ELIGIBILITY</b>	ELIG Download Vendor: ELIG Download Vendor:	\$0.00	\$0.00
<b>DATA WAREHOUSE FEES:</b>	Deerwalk	0	0
<b>OTHER CHARGES:</b>	Description: Description: Health Management	\$0.00	\$0.00
<b>STOP LOSS PREMIUMS: (Contract is between Group and Stop Loss Carrier. Not a PAI Contract)</b>			
Medical Specific per employee per month		\$43.16	\$43.16
Medical Aggregate per employee per month		\$0.00	\$0.00
Dental Aggregate per employee per month		\$0.00	\$0.00
Rolling Aggregate (medical) per employee per month		\$0.00	\$0.00
Medical Specific Terminal Liability per employee per month		\$0.00	\$0.00
Medical Aggregate Terminal Liability per employee per month		\$0.00	\$0.00
<b>OTHER STOP LOSS INFORMATION</b>			
** Note: Please refer to your Stop Loss contract for information concerning:			
Specific Contract Basis			
Specific Deductible			
Aggregate Contract Basis			
Aggregate Attachment Point			
Maximum Claim Liability Funding Factors			
Any individuals on whom the Stop Loss carrier placed "lasers" or other limitations.			
All other stop loss contract terms and conditions.			
** Note: Aggregate attachment point will be determined after final enrollment.			
** Note: Contract ending check runs may be processed several working days prior to the end of the contract period. to enable proper and timely year-end closeout under Stop Loss requirements.			
<b>SYSTEM GENERATED REPORTS:</b>			
Standard monthly reports			
Custom reports (per hour of programming time)			
<b>ONE-TIME SETUP FEE:</b>			
Includes the initial production and printing of Plan Document		0	
Plan Building and Design (to include loading of benefit maximums if applicable)			
<b>PRINTING CHARGES</b>			
Employee Booklets: Actual Vendor Cost + 10% Processing Fee			
Group ID Cards:			
No charge for initial printing. If ID cards reproduced by PAI: Quote will be provided based on group size to include printing and mailing costs			
* If plastic cards produced by PBM: Initial and Subsequent Printings = Actual Vendor Cost			
PPO Directories: Actual Vendor Cost Plus Postage			
Check Printing Charges: \$.16 per check			
Sponsor/Administrator Initials	PAI Initials		Exhibit D, Page 1

## EXHIBIT D - Administrative Services Only Agreement Division of Responsibilities

This Exhibit is a Disclosure of (1) All Charges Billed by PAI, and (2) Responsibilities of Parties to this Agreement.

GROUP NAME: Lexington County

GROUP #: 548

FOR THE PERIOD FROM: 1/1/2019

TO: 12/31/2019

<b>DIVISION OF RESPONSIBILITIES</b>
-------------------------------------

	Plan Sponsor/ Administrator	PAI
<b>Production of Plan Document Draft</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Approval of the Final Plan Design and Plan Document</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Final Approval of Plan Document</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Cost of Printing Employee Booklets:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Cost of Group I.D. Cards</b>		
a) Initial Plastic ID Cards, new group or bulk reprinting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Subsequent ID Cards, due to membership enrollment changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Cost of Printing or Copying PPO Directories (Initial and Subsequent Orders)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Cost of Printing of Membership Applications and Enrollment Forms</b>		
Standard PAI Forms	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Custom Forms Requested by Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Banking:</b>		
a) Claims Checking Account Owned and Maintained By	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Reconciliation of Claims Checking Account	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Escheat/Unclaimed Funds compliance and reporting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Signature of Claims Checks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Cost of Printing Plan Sponsor Claims Check Stock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Plan Sponsor/Administrator Audit Fees, Bank Fees, Attorney + Other Legal Expenses</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Fees for Medical Information</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Fees for Discounts Obtained and Applied to Non-Network Claims</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Reconciliation of PAI's monthly fixed cost invoice to employment records</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Preparation and Filing of Form 5500</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(PAI will furnish summary information to assist PAI Sponsor/Administrator with Form 5500)		
<b>1099 Forms:</b>		
Preparation, printing, and mailing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Filing of Forms 1099 and other related information returns with governmental authorities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Responsibility for Obtaining Prior Claim Files, Billings and/or Other Required Reports</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Refunds:</b>		
* If refund due to Plan Sponsor/Administrator is identified by and obtained through a Medical Provider Audit Firm (MPAF), MPAF's fee is to be paid by the Plan Sponsor/Administrator. (MPAF fees range from 10% to 15% of the refund secured for the Plan Sponsor/Administrator)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* If subrogation refund due to the Plan Sponsor/Administrator is obtained through the efforts of the BCBSSC Subrogation Research Department, BCBSSC's 30% fee is to be paid by the Plan Sponsor/Administrator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* All refunds identified by PAI in an amount exceeding \$50.00, will be sought by PAI.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Out of Network Claims Negotiation Fee:</b> 25% of savings to be paid by the Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sponsor/Administrator Initials \_\_\_\_\_

PAI Initials \_\_\_\_\_

Exhibit D, Page 2

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** December 18, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Director of Procurement

**FROM:** Linsey Hardy  
Procurement Officer

**SUBJECT:** **On-Site Medical Clinic**  
**Marathon Health, Inc. (Winooski, VT)**  
**P13010**  
**Procurement and Human Resources**  
**Committee of the Whole**

---

Procurement and Human Resources are requesting an additional one (1) year extension for the On-Site Medical Clinic contract. County Council initially approved this Contract on September 20, 2013, for a period of three (3) year with the option to extend annually for additional one (1) year periods, if deemed in the best interest of the County.

The contract went into effect on February 19, 2014, and currently expires February 18, 2026. We are requesting that the tenth (10<sup>th</sup>) extension begin February 19, 2026, through February 18, 2027. The estimated annual value of the contract is \$1,781,900.00. A copy of the contract is attached.

**COPY:** Adam DuBose, Interim Chief Financial Officer  
Dana Wilkerson, Chief Human Resources Officer  
Chelsea Miller, Deputy Director of Human Resources

# COUNTY OF LEXINGTON

Procurement Services  
212 South Lake Drive, Suite 503, 5th Floor  
Lexington, South Carolina 29072-3493

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Phone (803) 785-8107  
Fax (803) 785-2240

September 20, 2013

Marathon Health, Inc.  
Attn: Jerry Ford  
Champlain Mill  
20 Winooski Falls – Suite 400  
Winooski, VT 05404

**Re: CONTRACT FOR ON-SITE MEDICAL CLINIC  
Solicitation No.: P13010-04/26/13H**

Dear Mr. Jerry Ford:

Enclosed is a signed original contract for the above referenced contract. Upon review and approval, please have a copy of the contract signed on behalf of your company and return one fully executed copy of the contract along with certificate of insurance to my office.

For all billing inquiries, your Lexington County Accounts Payable contact will be:  
Ms. Kelli Shelton at (803) 785-8165. *Please be sure to note this contact information with your company's Accounts Payable department.*

We look forward to working with you on this project. Please let me know if you should you have any questions or concerns regarding this contract.

Respectfully,

Jeffrey A. Hyde, CPPB  
Procurement Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

CONTRACT FOR ON-SITE MEDICAL CLINIC

THIS AGREEMENT is entered into by and between the County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072 (hereinafter referred as "County"), and Marathon Health, Inc., 20 Winooski Falls – Suite 400, Winooski, VT 05404 (hereinafter referred to as the "Company").

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

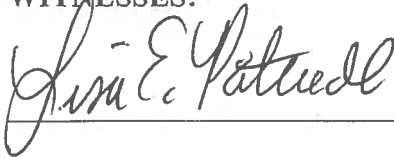
1. **Scope of Contract.** Company shall provide all of the work and services required by Request for Proposal # P13010-04/26/13H, Marathon's Response to the RFP and Health Service Agreement, which are incorporated herein and made a part hereof, for the On-Site Medical Clinic for Lexington County.
2. **Term of Contract.** The term of this contract shall commence on 09/20/2013 and shall continue for a period of three (3) year(s). County shall have the right, but not the obligation, to renew this contract for additional one (1) year periods under the same terms and conditions. This contract may be extended upon County written notice not less than ninety (90) days prior to the expiration of the initial term or any extension hereof.
3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and 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.** Payment will be made within thirty (30) days after acceptance of completed order/project.
5. **Insurance.** Company shall provide insurance as set forth in the Health Services 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 contract.
7. **Termination.** This contract may be terminated pursuant to the RFP.
8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFP.
9. **Indemnification.** Company shall provide indemnification as set forth in the RFP.
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 there from.

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 bids, 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, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 30<sup>th</sup> day of September, 2013.

WITNESSES:

  
\_\_\_\_\_

MARATHON HEALTH, INC.

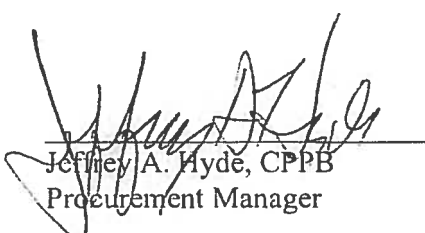
BY: 

ITS: CEO

**COUNTY OF LEXINGTON,  
SOUTH CAROLINA**

BY: 

Joe G. Mergo III  
County Administrator

  
Jeffrey A. Hyde, CPPB  
Procurement Manager

# EXHIBIT A

## SCHEDULE OF CHARGES:

SEE MARATHON COST PROPOSAL SHEETS (ATTACHED)

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*[Faint, illegible text, likely bleed-through from the reverse side of the page.]*

## **HEALTH SERVICES AGREEMENT**

**between County of Lexington and Marathon Health, Inc.**

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into to be effective as of September 27, 2013 (the "Effective Date") by and between County of Lexington ("Client"), with principal offices at 212 South Lake Drive, Lexington, SC 29072, and Marathon Health, Inc. ("Marathon"), a Delaware Corporation with principal offices at Champlain Mill, 20 Winooski Falls Way, Suite 400, Winooski, VT 05404. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

### **WITNESSETH**

WHEREAS, as part of its overall healthcare program, Client desires to furnish to its employees certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, Client desires to retain Marathon to furnish such preventive, wellness, disease management, health consultation, occupational health and/or primary care services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

### **Article I Definitions**

- 1.1 "Care Provider" means a staff member or independent contractor of Marathon who provides care or consultation services directly to Participants.
- 1.2 "Collaborating Physician" means an appropriately licensed physician who has a collaborative relationship with a nurse practitioner or physician's assistant as required under the laws of the state in which such nurse practitioner or physician's assistant is providing services.
- 1.3 "Participant" means an individual, age 2 years or more, eligible to participate in the Marathon Services as determined by the eligibility criteria of Client's health plan or as otherwise determined by Client.

Marathon Health, Inc.

**Article II**  
**Services; Relationship Between the Parties**

- 2.1 Services. Marathon will provide Client with the services described and set forth in Schedule A (the “Marathon Services”). Services that do not clearly fall within the description set forth on Schedule A shall be outside the scope of this Agreement, and Client shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider. Marathon may provide some of the Marathon Services by engaging the services of third party contractors, particularly for professional services.
- 2.2 Implementation Timeline. Marathon and Client mutually agree to modify Marathon’s standard implementation timeline as needed to allow Marathon to commence the Marathon Services on the Commencement Date of the Initial Term of this Agreement.
- 2.3 Independent Contractors. Marathon, and each of the third party contractors delivering services hereunder, is an independent contractor with respect to the services provided under this Agreement and is not the agent or employee of Client. Notwithstanding any authority granted to Client herein, Marathon and/or any Care Provider or Collaborating Physician shall retain the authority to direct or control his, her or its medical decisions, acts or judgments.
- 2.4 Employee Benefit Plan Fiduciary. Neither Marathon, nor any of the third party contractors it may engage, is intended by either party to be a fiduciary, trustee, or sponsor with respect to these programs, services or any plan offered by Client and with regard to this Agreement shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan. However, if otherwise determined to be a fiduciary due to the actions of its employees, subcontractors or agents in accordance with applicable law, Marathon, and each of its agents and/or third party contractors shall be deemed a fiduciary and responsible accordingly. .

**Article III**  
**Contract Period**

- 3.1 Term. The “Initial Term” of this Agreement shall begin on the Effective Date, and shall continue with the Marathon Services for a period of three (3) years, commencing on February 19, 2014 (the “Commencement Date”), unless terminated earlier as provided for in Article VII, below. However, the Initial Term of this Agreement and any Renewal Term shall be subject to County of Lexington’s standard non-appropriations provisions included in standard RFP contracts, which shall be controlling in all respects.
- 3.2 Renewal Terms. This Agreement shall automatically renew for three (3) consecutive additional terms of one (1) year (each a “Renewal Term” and together, the “Renewal Terms”), unless either Party terminates this Agreement by giving written notice not less than three (3) months prior to the expiration of the then current term. Such Renewal Term(s) shall be subject to the termination provisions set forth in Article VII below.

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Failure to provide timely written notice shall act as a Party's intent to automatically renew the Agreement at the end of the then current term. The Parties agree that they shall begin good faith negotiations regarding any material changes to the terms of this Agreement no later than six (6) months prior to the end of the then current term.

#### **Article IV Payment Terms; Pricing**

- 4.1 **Fees.** Marathon will submit invoices to Client for the fees as set forth in **Schedule B**. With the exception of reimbursement of reasonable expenses as otherwise provided in this Agreement, such fees shall be the only compensation to Marathon under this Agreement. Fees for any Renewal Period shall automatically increase by 5% over the previous period, unless material changes are otherwise agreed to by the Parties in accordance with Section 3.2. Payment is due for all undisputed charges within thirty (30) days of receipt of an invoice.
- 4.2 **Failure to Pay.** Failure to pay an invoice when due shall constitute a breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon a breach by Client that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to Client, if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a waiver of Marathon's right and ability to utilize any and all remedies available to Marathon under applicable laws.
- 4.3 **Tax Obligations.** All fees for services purchased or licensed in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client agrees to pay all applicable sales, use or service taxes imposed by any state or local tax authority on the services or payments provided hereunder (other than taxes calculated on the basis of the net income of Marathon or employment related taxes for Marathon employees) which Marathon may be required to pay or collect. Any such tax due is in addition to the fees charged by Marathon herein and will be listed separately on invoices. To the extent Marathon has not collected and remitted any applicable tax for Client in reliance upon an erroneous representation of Client as to its tax status, Client's obligation to pay taxes shall include any interest and penalties imposed by any taxing authorities. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client shall obtain and produce such certificate, document or proceeding, at its sole expense.

#### **Article V Duties of Marathon**

- 5.1 **Equipment and Supplies.** At its sole cost and expense, Marathon shall provide or arrange for the provision of such equipment, supplies, professional services and such other

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support services necessary for the performance of its obligations under this agreement. Marathon shall retain ownership of and/or control over the equipment and/or supplies provided under this Agreement.

5.2 Qualified Care Providers. Marathon shall employ or engage qualified and appropriately licensed or certified (if applicable) Care Providers to provide the services that Marathon is obligated to provide under this Agreement. It shall be Marathon's responsibility to select, contract with and manage any third party contractors, all in accordance with the terms of this Agreement. Such third party contractors may include an affiliated professional corporation to provide the acute and other health care services, for which it will be paid fair market value by Marathon, and may include other contractors, such as those for biometric screenings. Marathon shall retain responsibility for any such delegated and/or subcontracted services and shall monitor performance of such services on an ongoing basis to ensure the compliance with all applicable obligations under this Agreement.

5.3 Independent Contractor. Marathon shall at all times remain an independent contractor. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon and its personnel and contractors are not Client's personnel or agents, and Marathon assumes full responsibility for their actions. Marathon shall comply with all Laws governing the services being performed under this Agreement. Marathon, at its sole expense, shall obtain any and all licenses and permits required for the services performed by its personnel and Contractors, including but not limited to any and all visas, work permits, etc. required by applicable Law.

Under all circumstances, including if employees of Marathon, its agents or subcontractors are deemed common law employees of the County, Marathon shall be solely responsible for the payment of compensation of Marathon personnel and contractors performing services hereunder, and Marathon's personnel and contractors are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Marathon personnel and contractors, but such responsibility shall solely be that of Marathon.

5.4 Performance of Obligations. Marathon shall perform its services in a reasonable and prudent manner with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client or a Participant to provide information necessary to fulfill its obligations as required under this Agreement.

5.5 Compliance with Law. Marathon shall not direct or encourage Client to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Marathon shall perform its duties under this Agreement in accordance with applicable law and regulations including but not limited to such laws and regulations

under the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the Genetic Information Nondiscrimination Act (GINA), the Occupational Safety and Health Act (OSHA), including OSHA's Bloodborne Pathogens Standard for occupational exposure and Hazard Communication Standard, the Internal Revenue Code (IRC), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Pregnancy Discrimination Act (PDA), the Age Discrimination in Employment Act and the Patient Protection and Affordable Care Act ((PPACA)). Marathon shall not act in any way which, to its knowledge, could implicate or involve Client in a violation of any such law or regulation.

- 5.6 Marathon Health Reports. Marathon will provide to Client the reports described in **Schedule A4.**

## **Article VI Duties of Client**

- 6.1 Provision of Location. CLIENT SHALL, AT ITS SOLE COST AND EXPENSE, PROVIDE OR ARRANGE FOR THE PROVISION OF SUCH SPACE NEEDED BY MARATHON FOR THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING FIT-UP OF THE SPACE WITH BASIC INFRASTRUCTURE CONSISTENT WITH MARATHON'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, TELEPHONE SERVICE, UTILITIES AND UNRESTRICTED INTERNET CONNECTIONS, AND NON-MEDICAL FURNISHINGS. CLIENT IS RESPONSIBLE FOR ROUTINE CLEANING OF THE HEALTH CENTER SPACE, INCLUDING VACUUMING, TRASH REMOVAL AND BATHROOM CLEANING, IF APPLICABLE, ON A DAILY BASIS.
- 6.2 Internet Connections. Client will provide dedicated, unrestricted, business class DSL or business class cable services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities. Minimum requirements include bandwidth requirements of 5 mbps connection (up/down), and 5 publicly addressable IP addresses.
- 6.3 Publicity and Promotion. Client will publicize and provide descriptive information, including those standard marketing materials provided by Marathon as described in **Schedule A3**, about the Marathon Services to all of its employees who may seek services at the location or locations agreed upon by the Parties. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing, publicizing, or significantly affecting the Marathon Services prior to the distribution of such materials. Marathon shall review and comment on such materials within a reasonable time after receipt. Client shall use reasonable efforts to seek Marathon's input prior to

publicizing and providing such information to its employees, which input shall not be unreasonably delayed.

- 6.4 Eligibility Files. Client will provide to Marathon on a weekly basis, or other mutually agreed-upon frequency, a Participant eligibility file, which is necessary to enable Marathon to provide the Marathon Services. The Participant eligibility file will contain the entire population of Participants and will adhere to Marathon's file specifications.
- 6.5 Medical Claims Data. To assist in the identification and treatment of Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, Client agrees to make reasonable effort to provide Marathon, through its carrier, third party administrator, or third party vendor for claims data mining, with access to medical claims data for the Participants enrolled in Client's health plan(s), for the 12 months prior to the initiation of onsite services, and minimally at twelve month intervals thereafter through the term of the contract. Marathon will provide Client with the file format defining the specifications for the data.
- 6.6 Availability of Resources. Client agrees to allow Marathon to utilize any internal resources of Client and to assist Marathon in such utilization, including, but not limited to, training, marketing tools and resources, and technical support necessary to maintain the requirements outlined in Section 6.1, as mutually agreed upon by the Parties, in order to enhance the effectiveness and utilization of the Marathon Services. Client will identify a single primary point of contact for implementation project management and ongoing account management.
- 6.7 Compliance with Law. Client shall not direct or encourage Marathon to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Client shall not act in any way which, to its knowledge, could implicate or involve Marathon in a violation of any such law or regulation.

## **Article VII**

### **Events of Default, Remedies and Termination**

- 7.1 Events of Default. Any one or more of the following shall constitute an event of default under this Agreement (each to be an "Event of Default"):
- (a) Any failure by Client to pay Marathon in accordance with Article IV of this Agreement;
  - (b) Any material failure by either Party to promptly and fully perform its obligations or comply with the terms of this Agreement, and, provided that such default is not a willful violation of applicable Law or a threat to Participant health and safety, (which failures must be remedied immediately), the defaulting Party shall have sixty (60) days to remedy such default after written notice of such default by the aggrieved Party to the defaulting Party specifying in detail the nature of the

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default, and provided further that the defaulting Party shall have up to ninety (90) days to cure such default if it has commenced to cure such breach within thirty (30) days of receipt of such notice and is continuing to diligently pursue a cure of such breach; and

- (c) A Party appoints a custodian, liquidator, trustee or receiver or a material portion of its assets become subject to custodian, liquidator, trustee or receiver; or if a party files a voluntary petition in U.S. bankruptcy court; or a Party is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar Law or Laws for relief of debtors are instituted by or against a Party and are not dismissed within sixty (60) days.

## 7.2 Remedies.

- (a) Subject to the terms and conditions of this Agreement, upon an Event of Default by Client, Marathon may, at its option, (i) suspend further Services under this Agreement, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.
- (b) Subject to the terms and conditions of this Agreement, upon an Event of Default by Marathon, Client may, at its option, (i) suspend further payments to Marathon which are specifically associated with such default, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.

## 7.3 Termination Events.

- (a) This Agreement may be terminated by either Party upon the occurrence of an Event of Default by the other Party.
- (b) This Agreement may be terminated by a written agreement signed by an authorized individual of both Parties.

## 7.4 Consequences of Termination.

- (a) Termination under any section of this Article VII shall not cause either Party to waive any rights it may have to exercise any remedies available to it under any other section of this Agreement or under any applicable Law.
- (b) In the event this Agreement is terminated by reason of Client's default, Client shall remain liable for all fees due over the remaining Term of the Agreement.
- (c) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party

may incur or sustain which are directly due to such default, including but not limited to, reasonable attorneys' fees. In the event that the other Party claims any additional direct costs, fees, expenses, damages, and/or other amounts, the defaulting Party agrees to provide upon request such additional financial or accounting records as may be reasonably necessary for the other Party to verify such additional direct costs, fees, expenses, damages, and/or other amounts. In the event this Agreement is terminated by reason of a Party's default, the other Party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement.

- (d) Except as expressly provided below in this Section 7.4(d), notwithstanding anything in this Agreement to the contrary, (a) no Party shall be liable to the other party for incidental or consequential damages resulting from any breach of this Agreement, and (b) the maximum liability of either party to the other for any breach or violation of this Agreement or any addendum to this Agreement shall not exceed an amount equal to the total fees payable under this Agreement. Notwithstanding the foregoing, the limitations on liability set forth in this subsection shall not apply to any Event of Default by a party constituting fraud, gross negligence, or willful misconduct in connection with this Agreement, or claims for indemnification under Article XI of this Agreement.
- (e) Provided that Client has satisfied all payment obligations under this Agreement, and any disputes regarding payment have been resolved, or, if an unresolved payment dispute exists, Client shall have deposited in an interest-bearing escrow account with a mutually agreed upon financial institution an amount equal to the disputed payment amount, in all cases of termination, Marathon agrees to work with Client to make an orderly transition of the Marathon Services and Client's property pursuant to the terms and conditions of a mutually agreed upon transition plan. Marathon and Client agree to negotiate in good faith the terms and conditions of any such transition plan.
- (f) Marathon shall maintain Participants' health records beyond termination of this Agreement in accordance with applicable laws.

### **Article VIII Confidentiality of Participant Records**

- 8.1 Access to Participant Information. Marathon acknowledges and agrees that in the course of performing its duties under this Agreement, Marathon, its Care Providers and/or their agents may acquire or obtain access to or knowledge of health records or other personal and confidential information regarding Participants.
- 8.2 Safeguard of Information. Marathon shall ensure that Marathon, its Care Providers, agents and third-party contractors and their agents will safeguard Participants' health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with any applicable law, rule or regulation,

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including, but not limited to, regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as the same may be amended from time to time (collectively the “HIPAA Regulations”), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Participant’s rights to his/her individual medical information.

- 8.3 Granting of Access. Marathon will afford access to Participant’s health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to patient records, patient information, and other personal and confidential data to any individual or to Client except as provided in this Section 8.3.
- 8.4 Compliance Assistance. To the extent Marathon utilizes space provided by Client in providing services under this Agreement, the Parties shall discuss how Client can assist Marathon in complying with these requirements, including the physical access to such space.

#### **Article IX Confidentiality of Business Information**

- 9.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use any confidential Information to the extent that the use of such information would violate South Carolina’s Trade Secrets Act.

#### **Article X Non-Solicitation**

- 10.1 Non-Solicitation. As consideration for the resources dedicated to the development of the Marathon Services and for Marathon entering into this Agreement, Client agrees that it will not, either during the term of this Agreement or for a period of two (2) years after the termination of this Agreement for any reason whatsoever, directly or indirectly, employ or consult in any way, whether in a paid or unpaid capacity, any entity or individual, including but not limited to Care Providers, medical directors, Collaborating Physicians, employees, and independent contractors, furnished by Marathon in performing services under this Agreement, unless Marathon gives prior written approval.

**Article XI**  
**Indemnification and Insurance**

- 11.1 Indemnification. Marathon shall defend, indemnify and hold the Client and affiliated companies, and their respective directors, officers, employees and agents (the “Indemnified Parties”) harmless from and against all claims, causes of action, suits, losses, damages, reasonable attorneys’ fees and costs (collectively referred to in this Article XI as “Liabilities”) that arise directly from or out of any third party claim asserted against any Indemnified Party alleging negligence by Marathon or its employees or agents in the performance of services and other duties and responsibilities in connection with this Agreement.
- 11.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:
- (a) Professional liability coverage with limits of \$5 million per claim and \$5 million aggregate.
  - (b) General liability coverage with limits of \$5 million per claim and \$5 million aggregate.
  - (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate.
  - (d) Technology related errors and omissions liability coverage with limits of \$5 million per claim and \$5 million aggregate.
  - (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client’s premises under the standard “Special Form” coverage to its full replacement cost, without depreciation, adjusted yearly.
  - (f) Workers’ compensation and other statutory insurances as required.
- 11.3 Additional Insured. Except for professional liability coverage and worker’s compensation coverage, Marathon agrees to name Client as an additional insured party on the applicable insurance contracts (provided in Section 11.2) within 30 days of the execution of this Agreement. The parties agree that this is a material element of the Agreement.

**Article XII**  
**Miscellaneous**

- 12.1 Ancillary Agreements. Client agrees to execute or cause to be executed all ancillary agreements appropriate and reasonably necessary as agreed to by the Client. in its discretion, which will not be unreasonably withheld, to enable the Marathon Services to be performed.
- 12.2 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a “Force Majeure Event”); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term “Force Majeure Event” shall include, but not be limited to, acts of God or the public enemy; expropriation or confiscation; war, rebellion, civil disturbances, sabotage, and riots; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party hereunder; inability to obtain any local, state or federal governmental approval due to actions or omissions by any such governmental authority that were not voluntarily induced or promoted by the affected Party hereunder; and floods or unusually severe weather that could not have been reasonably anticipated, fires, explosions, and earthquakes, and other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.
- 12.3 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:
- To Client: County of Lexington  
Administration Building  
212 South Lake Drive  
Lexington, SC 29072  
Tel – (803) 785-8385  
Fax -  
Attn: Jeffrey A. Hyde, CPPB, Procurement Manager
- To Marathon Health: Marathon Health, Inc.  
Champlain Mill  
20 Winooski Falls Way, Suite 400  
Winooski, VT 05404  
Tel - (802) 857-0400  
Fax - (802) 857-0498 Fax  
Attn: Jerry Ford, CEO
- 12.4 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in

this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Neither does it affect the rights of the Parties to enforce any other provision of the Agreement at any time.

- 12.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina to the extent not preempted by federal law.
- 12.6 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an appropriate officer of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.
- 12.7 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The rights and duties of Marathon and Client under this Agreement shall not be assignable by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 12.8 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.
- 12.9 Waiver. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement or shall not excuse the other party's performance of such, nor affect any rights at a later time to enforce the provision.
- 12.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Client and Marathon have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**County of Lexington**

**Marathon Health, Inc.**

By: \_\_\_\_\_  
Jeffrey A. Hyde, CPPB  
Procurement Manager

By: \_\_\_\_\_  
Jerry Ford  
CEO

Marathon Health, Inc.

**Schedule A  
MARATHON SERVICES**

**DESCRIPTION OF SERVICES**

Ongoing Services: As of the Commencement Date, Marathon shall operate an onsite health center at Auxiliary Building, 605 West Main Street, Lexington SC, including Marathon’s integrated Health Engagement Technology Platform for eligible employees and dependents.

Implementation Services: During the period beginning on the Effective Date and continuing through the start of the Ongoing Services on the Commencement Date (the “Implementation Period”), Marathon shall provide the Implementation Services detailed in Schedule A1.

The following is included in the fixed fees, per Schedule B:

**Individuals eligible to participate as of the Commencement Date:**

Employees .....	1,032
Spouses .....	294
Children .....	573

**Health Center Staffing:**

Staffing will include one (1.0 FTE) physicians, and one (1.0 FTE) medical assistants.

**Location and time of services:**

- a. The services provided under this Agreement will be provided at a site to be located at Auxiliary Building, 605 West Main Street, Lexington, SC.
- b. Hours of operation will be 40 hours per week, during Client’s normal business days of operation.
- c. Notwithstanding the hours of operation described above, the health center shall be closed for 8 holidays and for 4 professional development days per year.
- d. In the event of an unexpected clinician absence due to illness, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff member(s). Up to 5 days of such absences that result in no direct care services being provided shall be allowed per year.

**ONGOING SERVICES INCLUDED IN FIXED FEES**

**Primary care:**

- Urgent care (Infections, gastrointestinal symptoms, rashes, common illnesses)
- Routine annual exams and screenings
- Lab draws
- Immunizations
- Allergies
- Pregnancy support & education
- Prescription management

**Occupational Health Services:**

- Work-related injuries – First treatment
- Orthopedic injury treatment – sprains, strains

**Onsite Pre-Packaged Pharmaceutical Dispensing (excluding the cost of drugs)**

Onsite dispensing is currently allowed per latest review of pharmacy law, but is always subject to a complete review based on the particulars of the formulary, health center staff composition and any changes to law.

### **Health Maintenance and Prevention:**

- *Biometric Screening* (individual in-house follow-up and new hire screenings only; see optional mass screenings below)
  - Finger-stick blood test for lipids (HDL cholesterol, LDL cholesterol and triglycerides) and glucose
  - Blood pressure, height, weight, body mass index and body fat composition.
- *Health Risk Assessment* - Administered online or in paper version screens for:
  - General health and well-being
  - Health history including symptoms, conditions and family history
  - Tobacco use, alcohol use and stress levels
- *Comprehensive Health Review (CHR)* - For high risk individuals and individuals with chronic disease a CHR utilizing:
  - Online access to complete the Problem Knowledge Coupler (PKC) Health History and Risk Assessment (HHRA) – a computerized clinical decision support system
  - 1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
- *Lifestyle Risk Reduction* - For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach:
  - Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
  - Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies
  - Individualized change management plans
  - Proactive support

### **Disease Management – For individuals with chronic diseases (Diabetes, COPD, Asthma, CHF, CAD, HTN, Depression, Low Back Pain):**

- Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.
- Coaching, symptom monitoring, and disease education
- Use of Problem Knowledge Couplers

### **Integrated Health Engagement Technology Platform -- For up to 110% of the employees and spouses eligible to participate:**

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Medical Record

### **Account Management and Advisory Services**

- The Account Management and Advisory Services included in Schedule A2

### **Participant Communications and Promotions**

- The Ongoing Communication Program included in the Communication Services in Schedule A3

### **Management Reporting and Analysis:**

- The Reporting Services included in Schedule A4

### **OPTIONAL SERVICES NOT INCLUDED IN FIXED FEES**

**Mass Biometric Screenings**

**Cost of onsite Pre-Packaged Pharmaceuticals**

**Cost of other drugs and vaccinations**

**Cost of health center furnishings**

**ALSO INCLUDED IN THE ONGOING SERVICES:**

- Labor costs, medical & office supplies, medical liability insurance, worker's compensation insurance, general liability insurance and all other insurance policies
- One annual onsite stewardship meeting with Marathon's account manager
- Data Services - Up to 3 ongoing activity reports (data extractions in standard format) of encounter, lab or HRA data.

**NOT INCLUDED IN THE ONGOING SERVICES:**

- Non CLIA waived tests, external lab processing for physicals, annual exams and screenings
- Travel costs for health center staff and health screeners to visit participants at offsite locations
- Internet connectivity and telephone service for Marathon staff
- Additional Account Management and Advisory Services, Communications Services or Reporting Services not included in the fixed fees, per Schedules A2, A3 and A4.
- Additional Data Services, such as custom interfaces for uploads of prior provider data, or more than 3 ongoing activity reports.

**Schedule A1  
IMPLEMENTATION SERVICES**

Marathon shall provide the following standard Implementation Services, which are included in the fixed fees. Additional services provided beyond the scope of the deliverables, such as additional site visit days, will be billed as Additional Services:

Standard Implementation Package	Deliverables (exact media to be determined)
<b>Pre-Kick Off Implementation Meeting</b>	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the implementation process.
<b>Kick Off Implementation Meeting</b>	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both Marathon and Client) to provide the foundation and expectations for the implementation process.
<b>Functional Workgroup Implementation Meeting</b>	Within 3 to 6 weeks, Marathon will provide up to 3 members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the Marathon Implementation Team will join as needed by conference call.
<b>Recruitment/Onboarding of Clinical Team</b>	Marathon to cover the advertising cost for all staff positions and up to 2 visits to client site to conduct initial recruitment of clinical team members.
<b>Clinical Coverage Plan</b>	Marathon to establish and provide coverage plan for clinical staff absences.
<b>Clinical Training</b>	Marathon will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials for shadowing at other Marathon Health centers, orientation week and go-live week.
<b>Communication Services</b>	Marathon will provide the Pre-Launch Communication Program included in Schedule A3
<b>Information Systems:</b>	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers and one kiosk.
-IT Set Up	Marathon to provide an IT staff for set up for up to 2 days at the health center location prior to scheduled go live date.
<b>Project Management</b>	
-Project Manager client site visits	Marathon will provide up to 3 onsite visits by the Project Manager during the implementation process.
-Weekly Implementation Calls	Marathon will provide weekly implementation calls with the implementation team/client project manager during implementation process.
<b>Health Center Set Up</b>	
-Decor	Marathon will provide site posters, accent décor throughout health center, and internal signage.
-Medical Furniture	Marathon will provide exam table(s) for one (1) exam room phlebotomy chair and medical stool(s).
-Supplies & Maintenance	Marathon will provide office and medical supplies (excluding prescribed medications and vaccinations). Marathon will also provide medical waste management.

**Schedule A2**  
**ACCOUNT MANAGEMENT AND ADVISORY SERVICES**

**ACCOUNT MANAGEMENT AND ADVISORY SERVICES INCLUDED IN FIXED FEES**

Account Management and Advisory Services	Deliverables
<b>Account Manager Introduction During Implementation</b>	The Account Manager will be integrated as part of the team early on in the process, allowing him/her to assimilate with the core team on the Client side.
<b>One Point of Contact</b>	The Account Manager provides one point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
<b>Monthly Reviews</b>	In order to ensure that the client has the resources and information to inform senior management of progress and return on investment of the health center, the account manager will provide the monthly reports described in Schedule A4 to be reviewed on a formal monthly call.
<b>Annual Review</b>	At a minimum, the Account Manager will provide a face-to-face annual review of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
<b>Ongoing Health Promotions</b>	The Account Manager will work together with each Client to ensure that ongoing communications are managed proactively in order to provide timely and appropriate communications and health promotions, and, in collaboration with the Client's wellness initiatives, take advantage of other educational opportunities to provide a seamless, synergistic approach to messaging. The promotional outreach may occur in the form of lunch and learns, mailings, posters, etc., as appropriate for the specific initiative.
<b>Strategic Planning</b>	Working with each Client's unique business needs, the Account Manager will work together with senior management to ensure that the goals of the health center, and the annual cycles (whether it be surveys, annual report-outs, etc.) are aligned with the client's strategic goals and objectives. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) to ensure that existing resources are being leveraged.
<b>Clinical Coverage Plan</b>	Marathon will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
<b>Clinical Training</b>	Marathon will provide on-going training for all health center staff. This includes continuing education on motivational interviewing and mindfulness, CME, training on new features within the electronic medical record, updates from the Marathon Health clinical advisory board and guidelines for disease management from sources such as the CDC.

**Schedule A3  
COMMUNICATION SERVICES**

**COMMUNICATION SERVICES INCLUDED IN FIXED FEES**

**Implementation Communication Program (see Pre-Launch Deliverables in table below)**

- During the Implementation period, Marathon shall provide the following standard implementation package:
  - Design, production, and printing of material described below. This material is produced from templated files that will be customized with location specific information as identified for each item and specified below. Descriptions of clinical services are not modifiable.

**Ongoing Communication Program (see Post-Launch Deliverables in table below)**

- After the Commencement date, Marathon shall provide the following Ongoing Communication Program as part of the Marathon Services:
  - Health Promotions Catalog: Health promotion programs, both group and individual, including program materials (presentations, educational handouts, email promotions) as well as communication materials such as posters, postcards and website awareness.

The standard communication package includes all production and printing costs.

**ADDITIONAL COMMUNICATION SERVICES NOT INCLUDED IN FIXED FEES**

- Any changes to the material in the table below, beyond that which is identified in the column titled “Customization Available”, or additional materials to be produced or services provided beyond the scope of the deliverables, will be billed as Additional Services.

Pre-Launch Deliverables	Description	Customization Available
<b>Audit/ Strategy/ FAQ</b>	Communication audit to understand current practices, target audience, best methods. Strategy document and FAQ/ key message document delivered based on audit results.	
<b>Services Flyer</b>	4 color, 8.5x11" flyer describing available services.	Company name, center name, logo, photo selection
<b>Executive Announcement copy</b>	Announcement copy to be delivered by the client.	All custom

<b>Posters- Coming Soon</b>	4 color, 24x36" poster	Company name, center name, logo, photo selection
<b>Leadership Toolkit</b>	Presentation and FAQ document explaining business drivers to leadership audience	
<b>Countdown Flyer Sets</b>	Set of 6 flyers, 8.5x11", each counting down from the 6 week mark with messaging to build excitement about healthcare at work.	Company or center logo
<b>Table Tents</b>	Laminated, 4 color, 2 sided, 3x4" table tent cards cueing people to expect the welcome package in the mail.	Company name, center name, logo, photo selection
<b>Welcome Package Letter</b>	1 page letter with user name and password to access the portal.	Company name, center name, logo, photo selection, company messaging, personalized w username and password,
<b>Welcome Package Brochure 8p</b>	4 color, 8 page, 8.5x11" brochure describing the services, the specifics about the center (hours, contact information, location) and details about the portal and confidentiality.	Company name, center name, logo, photo selection, hours, location, ph #, center-specific FAQ responses
<b>Welcome Package Envelope</b>	9x12" window envelope	Company or center logo
<b>Magnet</b>	4 color, business card size magnet	Company name, center name, logo, photo selection, hours, location, ph #
<b>Confidentiality Posters (Law)</b>	4 color, 24x36" poster-We Keep your Personal Health Information Confidential...It's the Law	Standard
<b>Confidentiality Posters (EMR)</b>	4 color, 24x36" poster--Our secure EMR technology keeps your PHI confidential and safe.	Standard
<b>Open House Postcard</b>	4x6" jumbo 4 color postcard invitation to open house	Company name, center name, logo, photo selection, hours, location, ph #, open house date and time
<b>Slim Jim</b>	3x8" 4 color rack card, services overview	Company name, center name, logo, photo selection, hours, location, ph #, center-specific FAQ responses
<b>Meet the Staff</b>	4 color, 8.5x11" flyer	Staff photos, bios, company/center name, logo, hours, location, ph #
<b>Travel to site-Open House</b>	Help with open house tours, Marathon Health information table, organize staff participation, media representative, or presentations	

<b>Open House Raffle Prize</b>	Gift basket of wellness/health related items--fitness or healthy cooking themes	Standard
<b>Open House Giveaways</b>	Marathon Health branded giveaways such as pens, jump ropes, lip balm	Standard
<b>Wall Hangings (14)</b>	4 color, 24x36" posters mounted and laminated with health and wellness reminders and services overviews	Standard

<b>Post-Launch Deliverables</b>	<b>Description</b>	<b>Includes</b>
<b>Annual Promotions Plan</b>	Annual review of population stratification report to create a promotion plan targeting the specific risk factors and conditions most prevalent in your population.	
<b>2014 Health Promotions Calendar</b>	See options below:	
	<b>Education Sessions-</b> 37 topics available	
	<b>Group Programs</b> - 6 to 12 week courses on weight management, tobacco cessation, stress management, and living with chronic conditions.	
	<b>Health Center Promotions-</b> blood pressure checks, Portal Tours, Open House events, Tell-a-Friend programs, and more	
	<b>Health Fair Support</b> - Marathon Health table with educational material and giveaways	
	<b>Weekly Challenges-</b> challenges available, Biggest Loser, Complete Wellness Challenge, Elevator Campaign, and other fun health-related programs.	
		Toolkits are provided for all programs, including clinically-approved presentation material, promotional flyers, email announcements, handouts, and evaluations forms.

Additional Communication Services Not Included in Fixed Fees	Description	Includes
<b>Focus Groups</b>	Onsite meetings with employees to understand their thoughts about the health center, document perceptions, and utilize feedback in communication planning.	
<b>Video Production</b>	Short videos to promote the services, success stories, or address concerns	
<b>Design/Production Non Storefront Material</b>	Production of material that requires additional customization	
<b>Mailings to homes</b>	Additional postage cost for mailing of materials to participants' homes, rather than distributing in the workplace	

**Schedule A4**  
**REPORTING SERVICES**

**REPORTING SERVICES INCLUDED IN FIXED FEES**

**Monthly & annual reports on health center activity, population health status and return on investment:**

- Monthly client activity and trends report including visit volume (visits for acute care, occupational health, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations.
- Annual reports including:
  - Population stratification report identifying percent of the population which screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
  - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
- Up to 20 hours of custom reporting per year.

**ADDITIONAL REPORTING SERVICES NOT INCLUDED IN FIXED FEES**

- Custom reporting beyond the scope above will be billed as Additional Services

**Schedule B  
FEES AND PAYMENT SCHEDULE**

**Service fees:**

Fixed fees for the initial three year term of this agreement are as follows:

Annual Service Fee* .....	\$640,939
Implementation Fee (one-time).....	\$88,657

Fees for optional services:

Mass Biometric Screenings\*..... \$50-\$60 per participant  
*Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.*

Onsite Pre-Packaged Pharmaceuticals ..... At cost  
*For drugs paid for directly by the Client. No additional fees are charged for drugs paid for by patients or through health plan claims.*

Additional Services ..... At standard rates  
*Fees for services requested beyond the scope outlined in the schedules above will be billed at Marathon's then current standard rates, and may require authorization via a Statement of Work executed by the Client. Additional service days onsite are billed at a minimum of eight (8) hours per day for each day requested, and Customer shall reimburse Marathon for all out-of-pocket expenses incurred in connection with the services, including travel expenses. Marathon will use reasonable efforts to adhere to Client's travel reimbursement policy, if provided by Client.*

\* First-year fee only; fee increases by 5% in subsequent years.

**Payment schedule:**

Service fees are invoiced and payable as follows:

- Implementation Fee at contract signing
- 1/12 of Annual Service Fees at beginning of each month of service
- Mass Biometric Screening fees as incurred.
- Dispensed pharmaceutical charges, billable travel costs, Additional Services, and other unexpected costs incurred as a result of service modifications requested by Client as incurred.

**At Risk Fees and Pay for Performance**

10% of the Annual Service Fees for the initial three year term of this agreement are “at-risk” to Marathon Health and are subject to achieving the performance metrics outlined in the Marathon Health Pay for Performance Plan summarized in Schedule B1.

**Schedule B1  
PAY FOR PERFORMANCE PLAN**

**Triple Aim**

The Marathon Health Pay for Performance Plan is based on achievement of key metrics covering the three dimensions relating to optimizing healthcare delivery and overall health of a population. The three dimensions are:

- **Improving the Patient Experience**
- **Improving the Health of the Population**
- **Reducing the Per Capita Cost**

The 10% of the annual base service fees for the initial three year term of this agreement that are “at-risk” will be attributed to these three dimensions in the following manner:

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Improving the Patient Experience</b>	2.5%	2.5%	2.5%
<b>Improving the Health of the Population</b>	5.0%	5.0%	5.0%
<b>Reducing the Per Capita Cost</b>	2.5%	2.5%	2.5%
<b>Total</b>	10%	10%	10%

Marathon’s performance, requirements of the Client and fee credits for each of the three dimensions are detailed below. If the Client has not fulfilled all of its requirements for any dimension during a given year, then no fee credit will be due the client for that dimension for that year.

**IMPROVING THE PATIENT EXPERIENCE – PATIENT SATISFACTION**

Marathon's Performance

Employees will rate that they are satisfied or very satisfied with their overall experience with Marathon Health on an annual satisfaction survey (Likert Scale).

Fee Credits

The portion of at-risk fees attributable to Improving the Patient Experience will be credited back to the Client in accordance with the following scale:

<b>% of Employees Satisfied or Very Satisfied</b>	
<b>90+%</b>	0% credited to Client
<b>85+%</b>	50% credited to Client
<b>80+%</b>	75% credited to Client
<b>&lt; 80%</b>	100% credited to Client

## IMPROVING THE HEALTH OF THE POPULATION – HEALTH OUTCOMES

### Marathon’s Performance

Patients with the following risk conditions will achieve health improvements as follows:

		% of Participants with the Condition that Achieve the Results			
	Eligible Participants with the Following Conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
1	<b>Systolic BP &gt; 140</b>	<b>Reduce by 12 mmHg or normal</b>	30.0%	35.0%	40.0%
2	<b>Diastolic BP &gt; 90</b>	<b>Reduce by 5 mmHg or normal</b>	30.0%	35.0%	40.0%
3	<b>Glucose &gt; 100</b>	<b>Reduce 15% or normal</b>	10.0%	12.5%	15.0%
4	<b>Tot. Cholesterol &gt; 200</b>	<b>Reduce 10% or normal</b>	10.0%	12.5%	15.0%
5	<b>LDL Cholesterol &gt; 160</b>	<b>Reduce 10% or normal</b>	10.0%	12.5%	15.0%
6	<b>HDL Cholesterol &lt; 40</b>	<b>Increase 10% or normal</b>	10.0%	12.5%	15.0%
7	<b>Triglycerides &gt; 200</b>	<b>Reduce 20% or normal range</b>	10.0%	12.5%	15.0%
8	<b>Overweight / Obesity</b>	<b>Reduce weight 5% or BMI normal</b>	3.0%	4.0%	5.0%
9	<b>Smokers</b>	<b>Quit for at least 90 days</b>	3.0%	4.0%	5.0%

	Participants Under our Care with the Following conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
10	<b>Diabetics</b>	<b>Maintain average Hemoglobin A1C &lt;= 7.5</b>	10.0%	12.5%	15.0%
11	<b>Diabetics</b>	<b>At the standard of care (or not applicable) for 4 out of 5:</b> <ul style="list-style-type: none"> <li>• Annual Foot Exam</li> <li>• Annual Eye Exam</li> <li>• Annual Influenza</li> <li>• Pneumococcal at least once</li> <li>• Annual Hemoglobin A1c</li> </ul>	75.0%	75.0%	75.0%
12	<b>Asthmatics</b>	<b>At the standard of care (or not applicable) for 4 out of 5:</b> <ul style="list-style-type: none"> <li>• Annual Influenza</li> <li>• Pneumococcal at least once for those at risk</li> <li>• Use of inhaled corticosteroid for those with persistent Asthma</li> <li>• Asthma Action Plan</li> <li>• Use of a short acting bronchodilator</li> </ul>	75.0%	75.0%	75.0%

The look-back period is 12 months in Year 1 and 18 months in subsequent years.

## Fee Credits

The portion of at-risk fees attributable to Improving the Health of the Population will be credited back to the Client in accordance with the following scale:

# of Categories from the Above Table in Which the Minimum Target was Reached	
7-12	0% credited to Client
4-6	50% credited to Client
2-4	75% credited to Client
< 2	100% credited to Client

## REDUCING THE PER CAPITA COST – REDUCE PMPM COST TREND

### Marathon's Performance

Client's expected PMPM medical claims cost for the eligible population, net of fees paid to Marathon, will be reduced as follows:

	Year 1	Year 2	Year 3
Approximate Gross Reduction	7%	11%	13%
Net Reduction Target	0%	4%	6%

This is computed as follows:

- Client's expected year 1 PMPM medical claims costs for the eligible population, excluding large cost claimants of \$50,000 or above, are agreed upon between Marathon & Client.

- Expected year 2 PMPM costs are computed by increasing expected year 1 costs by 9% for medical inflation. Expected year 3 PMPM costs are computed by increasing expected year 2 costs by 9% for medical inflation.
- Actual PMPM medical claims costs for each year, excluding large cost claimants of \$50,000 or above, are obtained and compared to the expected costs to arrive at the Actual Gross Reduction in PMPM Cost.
- The Actual Gross Reduction in PMPM Cost is decreased by the PMPM fee paid to Marathon to arrive at the Actual Net Reduction in PMPM Cost. The Actual Net Reduction in PMPM Cost is divided by the expected PMPM cost for the year to determine the Actual Net Reduction Percentage.

Fee Credits

The portion of at-risk fees attributable to Reducing the Per Capital Cost will be credited back to the Client in accordance with the following scale:

<b>Variance of Actual Net Reduction Percentage from the Net Reduction Target</b>	
<b>+/-1% (e.g. 5%-7% reduction vs. a 6% target)</b>	0% credited to Client
<b>1%-3% under (e.g. 3%-5% reduction vs. a 6% target)</b>	50% credited to Client
<b>3%-5% under (e.g. 1%-3% reduction vs. a 6% target)</b>	75% credited to Client
<b>5+% under (e.g. 1-% reduction vs. a 6% target)</b>	100% credited to Client

Requirements of Client

For Marathon’s fees to be at-risk under this plan, the following requirements of the Client apply:

- Facilitate an annual electronic satisfaction survey of employees within 60 days (+/-) of the end of each contract year.
- A minimum of 40% of the eligible employee population must participate in a separate mass health screening, including biometrics and health risk assessment, within 3 months (+/-) of the Commencement Date, and annually thereafter.
- For use of the health center, if the Client requires high co-payments from participants, requires employees to “punch out”, locates the health center offsite, or has other significant

restrictions on its use, then a minimum of 50% of the eligible population must have at least one acute care or health coaching visit in the clinic during each contract year.

- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above for at least the 2 years immediately preceding year 1 of the Agreement.
- Provide the expected PMPM medical claims cost, net of and large cost claimants of \$50,000 or above, for year 1, reflective of the impact of any health plan design changes for that year.
- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above within 60 days of the end of each contract year.
- The medical claims data referred to in Section 6.5 must be received as scheduled.
- Client must utilize Marathon Health branded or co-branded material in the pre-launch communication as described in Schedule A3

# **Request for Proposals:**

## **On-site Medical Clinic**

**For**

## **County of Lexington**

Date of Request:

March 28, 2013

Date of Response:

April 26, 2013

Solicitation Number

P13010-04/26/13H

Respond to:

Jeffrey Hyde, CPPB  
Procurement Manager

County of Lexington

212 S. Lake Drive

Suite 503

Lexington, SC 29072

803-785-8107

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## **I. Overview**

### **County of Lexington Background**

Lexington County is located in the Central Midlands of South Carolina and covers 699 square miles. Cities and towns within the county include Town of Lexington, Batesburg-Leesville, Cayce, Chapin, Columbia, Gaston, Gilbert, Irmo, Pelion, Pine ridge, South Congaree, Springdale, Summit, Swansea, and West Columbia. The County provides services to approximately 262,391 residents and covers approximately 2,035 employees and dependents under the group medical plan.

### **Purpose of RFP**

This RFP is to identify and select an organization to design, operate and manage an On-site Medical Clinic for Lexington County. The clinic is intended to provide quality primary medical care and pharmacy (generic Rx) in a more efficient cost setting than is currently being provided by outside physicians, clinics and pharmacies.

**Timeline: See page # 20**

### **Selection Process**

The Selection Committee for the County of Lexington will review the RFP responses, interview the finalist and submit the recommendation to the Council for approval. The selection criteria will be based on the Evaluation Criteria indicated on the following page of the RFP.

No commissions, fees or compensation of any kind will be paid to insurance agents or brokers. The County will contract directly with the On-site medical vendor. Vendors with direct relationships with other insurance carriers or TPAs will not be considered.

### **Bid Requirements:**

Complete Sections VI through XIV and return the completed RFP in its entirety with one (1) original and seven (7) copies to the County's designated representative below. Proposals submitted must show the proposal number on the outside of the package. Of the copies submitted, each copy shall be numbered (#1 - #8), with copy #1 containing all original documentation and original signatures. Offerors must complete all forms included in this RFP. Failure to include all forms may result in disqualification of the offeror's proposal. The cost portion of the proposal should be submitted in a separate sealed envelope and labeled as such. Each Offeror shall also provide one (1) original version and one (1) redacted version of the proposal in CD format. Offerors shall complete all forms included in this RFP. Failure to include all forms including formatted CD's may result in disqualification of the Offeror's proposal.

**Responses / Questions regarding the RFP:**

All responses to the RFP should be mailed via US Mail or hand delivered to the recipient below. It is the responsibility of the vendor to ensure that the complete submission has been received by the designated representative of the County by the due date. Responses to the RFP should be directed to:

Jeffrey Hyde, CPPB  
Procurement Manager  
County of Lexington  
212 S. Lake Drive  
Lexington SC 29072

## II. Evaluation Criteria

Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors which are listed below in the order of their relative importance:

1. Proposal content and its responsiveness to the RFP (include a detailed description of how the data reporting, online appointment system, and managing an on-site pharmacy requirements will be met). Demonstrate understanding of the scope and objectives and work plan presented in the RFP. 30%
2. Costs: The net costs which includes any potential discounts, administrative costs, startup costs etc. 26%.
3. Financial stability of the firm as indicated by a letter of attestation from an independent CPA firm. 15%
4. Overall qualifications of the firm. Successful prior and relevant experience performing projects similar in scope and scale to the one proposed and the ability to start up and manage the proposed Program (include References). 15%
5. Service: Service and management profile, inclusive of procedures, methods and techniques used, qualifications of assigned personnel, previous experience with local governments, implementation strategy etc. 14%

### **III. Summary Information**

#### **Statistical Data for Current Employees & Retirees**

The County employs 1,300 full time employees. The average age of the employees is 42 years old and has been employed for 7.9 years. Sixty-two percent of the current employees are male.

#### **Health & Rx Benefits for Active Employees:**

The medical, Rx and dental plans offered by the county are self-funded through the current TPA, Planned Administrators. The plan covers 2,035 participants under the medical plan (1,032 employees, 294 spouses and 573 children).

Total paid medical claims for the most recent 12 months ending 1/31/2013 were \$6.8 million and \$2.5 million for prescription drugs. Over the past five years the claims have been trending 10% per year for medical and 8% for Rx.

During this same period, the County increased medical deductibles from \$250 to \$800 and increased out-of-pocket maximums from \$1,000 to \$2,500. Charges for primary care office visits are presently subject to the annual deductible; the plan pays 100% of the next \$20 and then pays 80% of the balance. It is likely that coverage for primary care visits effective 1/1/2014 will be changed to be paid at 80% after the annual deductible is satisfied (the plan will no longer pay 100% of the \$20 following the deductible)

Prescription drugs are presently paid at 80% for generic and brand drugs with no generic equivalent. Brand drugs with a generic equivalent are paid at 60%. There is no deductible for drug coverage and the out-of-pocket max for Rx is \$750 per year.

## V. On-site Medical Clinic – Scope of Services

The County of Lexington wishes to establish an on-site medical clinic with an operational date on or before 1/1/2014. The County intends the clinic to provide Primary Care services as well as generic drugs to all participants that are covered under the medical plan. All services rendered in the clinic, including dispensing drugs, are intended to be provided without cost to the participant.

1. The objective for implementing an on-site clinic is to contain the cost of medical and Rx claims, and provide access to quality, affordable health care in a cost efficient setting.
2. Eligible participants will include all active employees, spouses and children that are participating in the group medical plan.
3. Phase I services will include but not be limited to;
  - i. Design & lay-out of the clinic,
  - ii. Hiring and staffing of the clinic,
  - iii. Maintain HIPAA compliant electronic medical records,
  - iv. Provide detailed record keeping of clinic utilization and all related costs,
  - v. Employee communication of clinic services,
  - vi. On-line appointment system,
  - vii. Day-to-day management of the clinic,
  - viii. Primary Care Services,
  - ix. Prescription Drugs,
  - x. Tele-Doc services
4. Phase II services will include but not be limited to (beginning in Year 3):
  - i. Occupational medical care
5. Reporting of clinic utilization and costs are to be integrated with the current TPA for data reporting. The vendor will be responsible for transmitting this data no less than monthly.
6. Monthly data reports are also to be provided to the employer and consultant regarding number of appointments seen, number of appointments as “no show” (number of individuals who tried to book appointments but could not due to lack of available open appointments), as well as clinic utilization, claims cost & all other related costs.
7. It is imperative that quantifiable data be provided to the county to verify the cost effectiveness of the on-site clinic. During the first year, quarterly meetings are to be held to review the progress of the clinic.

8. In addition to the On-site medical clinic RFP, the County is simultaneously issuing an RFP for an Outcomes Based Wellness Program and Consumer Directed Health Care Options (HRA & HSA administration). If your company can provide the On-site Medical Clinic in addition to either or both of the other services being requested, please reference your capabilities where appropriate in this RFP but also be sure to complete any other applicable RFPs.
  
9. The County is also open to considering the consolidation of existing services in areas that would generate efficiencies and cost savings. Examples of such services would include:
  - a) Pre-employment physicals,
  - b) Flexible Spending Account Administration
  - c) Non-discrimination testing (FSA, HRA, HSS, etc.)
  - d) Prisoner medical services
  - e) Durable medical equipment & Rx purchases for EMS

## VI. Background and Experience Questions

1. History and experience of the firm – describe the firm’s history, the qualifications of the principals and specific expertise in all professional areas as requested by this solicitation. Please include length of time in business and number of clinics that you operate for employers of the same size or larger.
2. Provide the number of on-site clinics that your company operates and the state in which they are operating.
3. List any claims filed against your organization with your liability carrier for professional errors and omissions including the nature and resolution of such claims.
4. Disclose any active or planned mergers, sale or acquisitions.
5. What on-site staffing models does your company provide?
6. Describe the extent to which your organization can provide the following services:
  - i. Primary care for employees & dependents
  - ii. Dispensing of prescription drugs
  - iii. Wellness initiative programs
  - iv. Inoculations and injections
  - v. Chronic disease management
  - vi. Manage out-referred patients
  - vii. Education and health coaching
  - viii. Occupational injuries
7. Certification that the firm nor its officers or any predecessor companies are under any part of the Bankruptcy Act nor have filed under the Bankruptcy Act within the previous seven years.
8. Approach to the project – how does your firm propose to provide all the services and meet all responsibilities as outlined in the RFP.
9. Project personnel – Provide names, resumes and experience of personnel who will be working on the project including listing of similar project on which they have worked and their role in each project.
10. Provide information regarding the location of the office to be servicing the county and the resumes of the individuals directly responsible for servicing the day-to-day operation of the account.

11. Time schedule – provide a comprehensive schedule of all tasks necessary to be performed before the clinic could become operational and associated timeline for each task.
12. Budget – provide a cost for each service listed as part of this proposal request, as well as, individual annualized cost for each proposed professional and support staff position. Be specific and include a proposed compensation schedule
13. References – provide six references for current on-site medical clinics that you operate for governmental organizations. Provide name, title and contact information for each reference along with the number of participants covered and length of time providing an on-site clinic for the client.

## VI. Set-up and Implementation Questions

1. Please see the attached layout of the available space available for the on-site clinic. It is presently more than the amount of space required for the initial implementation. Please provide your suggested design of the clinic for year one and the anticipated expansion for year two, three, four and five.
2. What resources are required to build and maintain the clinic based on the scope requirements (running water, bathrooms, conference room, offices, lab, Rx storage, file storage, x-ray, physical therapy, front lobby and receptionist, internet, telephones)?
3. Describe your physical requirements for the clinic location.
4. What are the clinic start-up costs and what specific equipment, supplies, pharmacy, etc. are included (itemize list with associated charges)
  - i. Identify the medical & business office equipment necessary to fulfill the requirements of the RFP that your organization would provide and the equipment that the County would be required to provide.
  - ii. Describe all necessary amenities that the County would be required to provide.
  - iii. Describe the process for stocking and re-stocking necessary supplies
5. What negotiated arrangements does your organization have in place to leverage your national buying power to secure medical supplies, equipment and prescription drugs at a discount on retail prices? Who are your major suppliers and what are the discounts? Is 100% of cost the passed directly to the employer? Does your organization charge an administrative cost for this access?
6. Describe how pharmacy rebates would be handled with the County.
7. What specific medications would be provided through the on-site pharmacy please provide the name and dosage amount of the most common drugs that would be dispensed and the cost for each medication.
8. Based on 2,305 covered participants (1,032 employees, 294 spouses and 573 children), please provide a suggested schedule for the operational hours per week for the clinic and the professional and support staff needed. Also, indicate the number of estimated appointments that would be scheduled per week.

9. It is anticipated that the number of clinic appointments will grow significantly during the first five years. Provide a projection of the anticipated growth in appointments on a yearly basis and the impact the growth will have on the need to expand operational hours and staffing.
10. Provide a cost savings estimate over the first five (5) years based on estimated clinic utilization and current claims for primary care of \$1.7 million and generic drugs of \$1.8 million.

## VII. Clinic Management Questions

1. Will your management approach allow for appointment setting and/or drop-in visits? Describe your standard process. Can appointments be scheduled via web?
2. What services if any would you be subcontracting? Describe.
3. What are the core staffing positions included in the base annual cost of your proposal that will be provided to the clinic.
4. List the minimum qualifications you propose for each position including; licenses, certifications, and experience
5. Does your organization manage the staff recruitment and hiring process for all health care professionals (medical, technical and administrative)? If yes, how do you identify potential candidates? How long does a typical recruitment take from identification to the date an offer of employment is extended?
6. Does the recruitment process include background checks, drug screens, licensure verification, skill identification, physician interviewing, and credentialing/
7. Does the county have the option of interviewing the clinician prior to placement?
8. Are health care professionals staffing the clinic employed by your company or independent contractors (how are they paid)?
9. Describe the level and type of employee oversight concerning medical review and adherence to company policies. How often does the supervising physician visit the on-site clinic?
10. Identify the type of provider (doctor, nurse practitioner, physician's assistant) to be engaged at the clinic.
11. Will the practitioner be dedicated to the county?
12. Describe what will occur if the practitioner is not available due to illness or vacation on a day the clinic is open. What is the process if the practitioner is due to be out for an extended period? Can you guarantee that the county will have a replacement within a matter of days if necessary?
13. Describe the level of lab services you recommend to provide in the clinic versus what will be outsourced?
14. Which lab company do you use?
15. Are lab charges marked up? What is the markup amount or percentage?

16. Describe the types of radiology services you recommend providing in the clinic, if any, versus outsourced.

17. At what point do you refer patients to specialty services?

18. What is your approach to chronic condition management (asthma, diabetes, heart disease, chronic back pain, etc.)?

19. Describe your recommendations as to how staff will integrate with the disease management already offered through the County's medical TPA.

## VIII. Workers Compensation Questions

The County may consider implementing Workers Compensation with the On-site clinic as part of "Phase II" within the next three years, as such; we would like to explore your capabilities of providing this service.

1. What is your medical management philosophy for Workers Compensation?
2. Describe the types of occupational health that can be offered on site.
3. Describe your approach to triaging work related injury patients? What if a work related injury escalates?
4. Describe your process for reporting Workers Compensation incidents.
5. Describe how you would help reduce the number of work related claims for the county.
6. Does your organization offer the capability to provide physical therapy treatment to individuals with Muscular Skeletal Disorders?
7. Does your organization provide drug screen testing?
8. How will the clinic improve the overall Workers Compensation program for the County?
9. Can you provide the work related physicals, including recurring and post-offer pre-employment physicals for new hires?

## **IX. Eligibility and Data Integration Questions**

1. Are your current practice management and clinical data management software systems able to integrate with other systems? If so, describe the extent to which this is possible.
2. Will your current practice management and clinical data management software systems provide for data export to other HIPAA compliant sources? Describe your process for facilitating this.
3. Do you currently provide electronic feeds to carriers? What if any, costs are charged for this?
4. Can you receive data from the health carrier for use by clinicians in the clinic? What information in this data triggers the clinician to reach out to the employee?
5. Do you currently send or receive files from medical plan providers on behalf of other customers? Which providers?
6. Please advise whether or not your organization is able to provide up to a rolling 36 months of the most recent paid medical claims, pharmacy claims, cost of supplies, staffing costs, management costs and eligibility data in a specific format on a monthly basis? Would there be an additional cost to provide this?

## **X. Data Reporting Questions**

1. Provide samples of your standard reporting package, including financial summaries and savings reports. List available reports.
  - i. How would you propose measuring the outcomes and success of the overall program?
  - ii. Describe your custom reporting capabilities and their associated costs
  - iii. Are management reports available online?
2. What benchmarks do you include in your reporting?
3. Do you present year-over-year trend data?
4. Describe your procedure for tracking and reporting risk level changes over time by individual member, family and reporting groups.

## **XI. Liability & Governmental Compliance**

1. Provide details of your company's medical professional liability coverage. Do you require the employer to have additional liability coverage?
2. Describe the legal requirements for managing an on-site clinic with a pharmacy in South Carolina.
3. Provide evidence that your operations are compliant with HIPAA, ADA, Etc.
4. Have your network security systems ever been breached? If yes, explain.
5. Describe your measures to provide privacy.
6. Please list the Federal Regulatory laws applicable for operating an on-site medical clinic and pharmacy.

## **XII. Pricing-Related Questions**

1. With regards to your proposed pricing (outside of the start-up costs), is the pricing fixed monthly, capitated or are you proposing a cost-plus pricing model in which actual expenses are billed as incurred with a management fee added to cover your overhead and profit?
2. If your organization is proposing a cost-plus pricing model, are budgets developed collaboratively with the client? Will budgets require client approval?
3. Is your organization willing to offer multi year rate guarantees or agree to cap any fee increases in subsequent years at a certain percentage?
4. What daily clinic usage is assumed in your proposed pricing for the scope of services requested?
5. To understand the level of capacity built into your proposed staffing model, when patient utilization trends exceed the established daily visit volume, will your organization recommend the expansion of hours and / or provider staffing?

### **XIII. General Questions**

1. Provide a sample contract.
2. Do you require a multi-year commitment? What are the termination and renewal provisions?
3. What additional programs/services does your company provide that can be leveraged at the County of Lexington that have not been requested in the scope of services?
4. Describe your company's method of selecting providers for off-site referrals.
5. How do you assess an injury / illness and determine whether the condition is occupational or non-occupational?
6. Describe the clinician's role in working with a participant's primary care physician? When would the clinician refer the participant back to the primary care physician?
7. Can the proposed mid-level clinician write prescriptions? For maintenance drugs? Episodic prescriptions?
8. Do you counsel employees where to go to receive care when the clinic is not open?
9. Is there any client liability for improper medical care/malpractice since this is an on-site and sponsored by the client? If your organization take on all liability, does the county still need to get any additional P&C coverage (general liability, etc)?
10. Included as an attachment to this RFP, is an overview of the current health plan. What plan design incentives do you recommend to encourage more utilization of the clinic?
11. If your organization is a local hospital or health system bidding on this opportunity, what assurances will you provide in writing or contractually that you will not look to serve your own self-interests by referring out patients primarily or exclusively to your hospital and/or physicians? What reporting mechanisms can your organization put in place for the county to monitor referrals?

## XIV. Fees & Signature

Based on the information provided in Sections above, please indicate in detail your proposed cost for staffing and managing the on-site clinic for the county. Please base your costs on the assumption that 1,100 employees will be eligible to visit the clinic for primary care services along with

### Set-up costs

1. The estimated total cost to the county to build out the clinic facility,
2. County's cost to purchase necessary medical Equipment (disclose equipment needed),
3. Furniture, telephone and computer costs,
4. Initial cost for equipment (detail equipment needed),
5. Initial stocking of supplies
6. Initial stocking of prescription drugs
7. On-line appointment system
8. Other expenses

### Proposed initial staffing and operational schedule:

1. Please indicate the initial recommendations for staffing for the opening date of the clinic and the operational schedule (hours & days of the week)
2. Indicate how the staffing requirements and operational schedule are expected to expand over the next 12 months, and the next five years,

### On-going Operational costs for each of the next three years:

Please indicate which fees you can guarantee and for how long. Also indicate what if any mark up your company will add to the following expenses:

1. Salaries (professional & support)
2. Prescription costs
3. Supplies
4. Management fees
5. Other

Submitting organization: \_\_\_\_\_

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

\_\_\_\_\_

Name & title of Corporate Officer: \_\_\_\_\_

Telephone number for officer: \_\_\_\_\_

E-mail address for Officer: \_\_\_\_\_

Signature of corporate officer: \_\_\_\_\_

## XV. Calendar of Events

- RFP Available to Vendors .....March 28, 2013**
- Advertisement in SCBO Publication .....April 01, 2013**  
(South Carolina Business Opportunity)
- Pre-Proposal Conference .....April 10, 2013**  
2:00 PM to 5:00 PM  
Meeting to be held in Committee room  
212 South Lake Drive, 2<sup>nd</sup> Floor  
Lexington SC 29072
- Deadline for Additional Written Inquires .....April 16, 2013**  
Email to the Procurement Manager: [jhyde@lex-co.com](mailto:jhyde@lex-co.com)  
Fax to the Procurement Manager: 803-785-2240
- Written Responses to Vendors.....April 19, 2013**  
Responses to questions from vendors will be prepared and distributed to all vendors.  
Responses will be made by e-mail if possible.
- Deadline for Receipt of Proposals .....April 26, 2013**  
4:00 PM  
Lexington County Procurement Office  
212 South Lake Drive, 5<sup>th</sup> Floor - Ste 503  
County Administration Building  
Lexington, SC 29072
- Evaluation Committee Meeting (Proposal(s) distribution).....April 29, 2013**
- Evaluation Committee Meeting .....May 9, 2013**
- Scheduled Interviews and Final Evaluation.....May 16-17, 2013**
- Present to County Council.....June 11/25, 2013**
- Anticipated Contract Start Time.....January 01, 2014**

If special accommodations are needed to participate in this public meeting, please contact the Procurement Office at 803-785-8107 or [jhyde@lex-co.com](mailto:jhyde@lex-co.com) at least two business days prior to the scheduled meeting date.

**TO: JEFFREY A. HYDE, PROCUREMENT MANAGER**  
**FAX: 803-785-2240 or Email your questions to [jhyde@lex-co.com](mailto:jhyde@lex-co.com)**

**REQUEST FOR WRITTEN RESPONSE TO QUESTIONS**  
**BID NO.: P13010-04/26/13H**  
**FOR THE LEXINGTON COUNTY ON-SITE MEDICAL CLINIC**

**Deadline for questions is April 16, 2013 at 4:00 p.m.**  
**All questions must be submitted in writing.**

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

*(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)*

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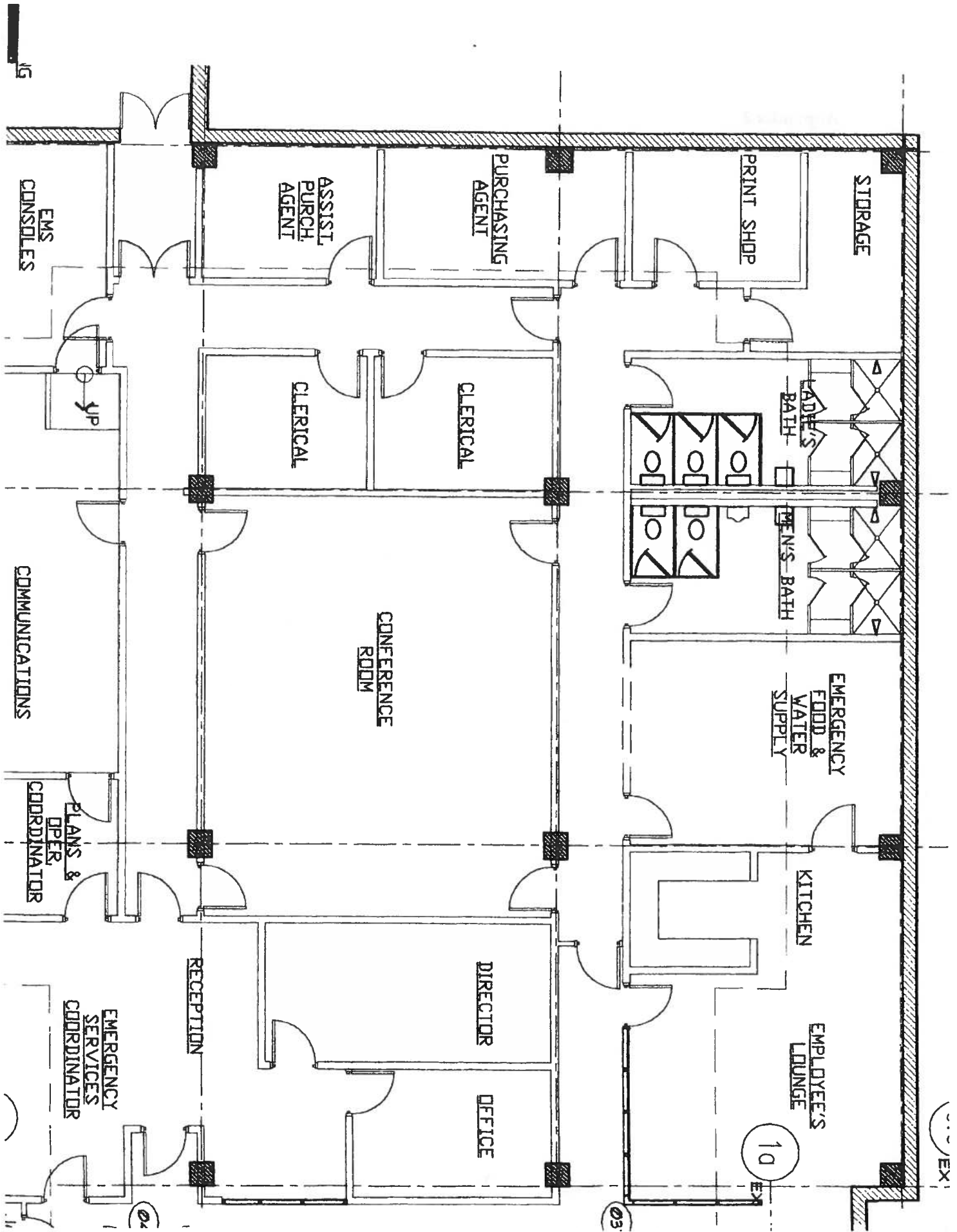
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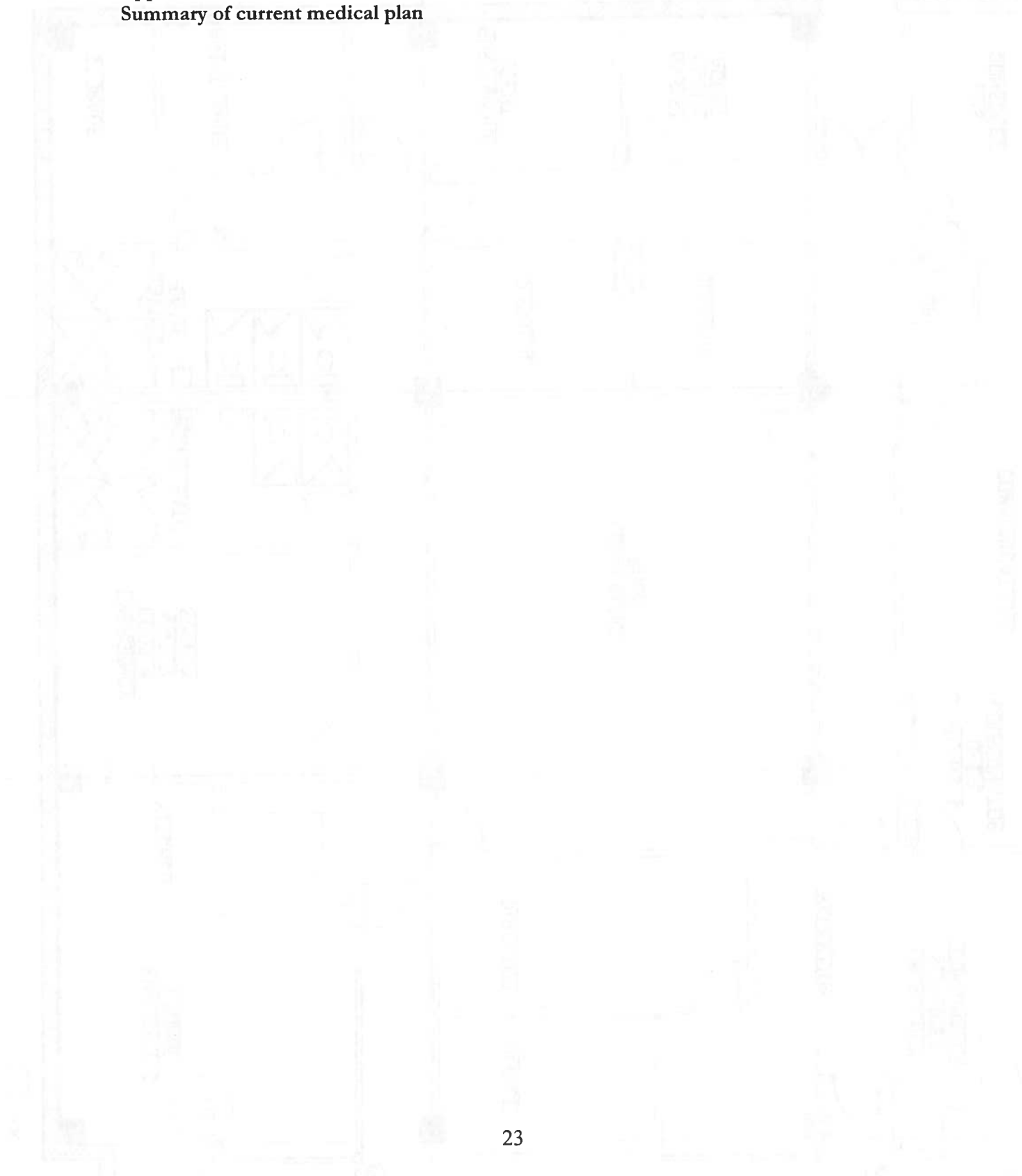
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**Appendix 1**  
**Space available for build-out of On-site clinic**



**Appendix 2**  
**Summary of current medical plan**







Q: At what age is dependent care being requested?

A: Age 3 and older

Q: Please provide an eligibility file in Excel detailing the work zip codes for all employees in the County.

A: See attachment

Q: Please provide an eligibility file in Excel detailing the residential zip codes for all spouses and dependent children in the County.

A: See attachment

Q: What is the average hourly wage equivalent for employees? What is the average employee turnover % annually? Do you know the number of work loss days per 100 employees?

A: \$14.42 average wage, 11.58% average turnover, NA

Q: What % of the eligible population historically participates in Health Risk Assessments? What % of the eligible population participates in biometric?

A: 20%, 20%

Q. Please provide the following medical plan utilization and unit cost experience data: (SEE ATTACHMENT)

- a) Number of hospital admissions per 1,000 population and average cost per hospital admission.
- b) Number of outpatient services per 1,000 population and average cost per outpatient service.
- c) Number of primary care visits per 1,000 population and average cost per primary care visit.
- d) Number of specialist care visits per 1,000 population and average cost per specialist care visit.
- e) Number of laboratory tests per 1,000 population and average unit cost per laboratory test.
- f) Number of physical therapy visits per 1,000 population and average unit cost per PT visit.
- g) Number of radiology (X-ray) exams per 1,000 population and average unit cost per X-ray.
- h) Number of Emergency Room visits per 1,000 population and average unit cost per ER visit.
- i) Number of Urgent Care visits per 1,000 population and average unit cost per UC visit.
- j) Number of prescriptions Per Person Per Year and average unit cost per Rx.

Q: Does the County anticipate any physicals being performed?

A: Possibly by the 3<sup>rd</sup> year for Public Safety employees and possible drug testing.

Q: Is this pre-proposal meeting a mandatory requirement for submitting a proposal?

A. No – this is not a mandatory meeting.

Q: Page # 18 – Question # 1 Asks for a sample contract - explain?

A: The County would like to see a sample of a contract you currently have in place for similar services.

Q: Page # 3 - No commissions, fees or compensation of any kind will be paid to insurance agents or brokers. The County will contract directly with the On-site medical vendor. Vendors with direct relationships with other insurance carriers or TPAs will not be considered.

A: The County will contract directly with the On-Site Medical Vendor.

Q: Does the County provide a better drawing and/or provide dimensions of the site

A: To be provided – See Attached document.

Q: Will the County provide any remodeling of the existing site?

A: The remodeling will be a joint effort/relationship in the build-out of the facility

Q: Is the County interested in a program for medical assistance afterhours?

A: Yes – we are interested in a “tele-doctor” for after hours or 24 hour nurse-line.

Q: Regarding Tele-Doc Services, is this referencing Teladoc, Inc., the corporation that administers services for TelaDoc Physicians? Or general telemedicine services?

A: General services.

Q: In efforts to provide cost savings estimate over the first five (5) years, is the County willing to provide demographic information outlined in Attachment “A”?

A: No.

Q: In order to provide quantifiable data to verify the cost effectiveness of the on-site clinic, is the County willing to provide all or partial detailed claims data for a risk/cost projection outlined in Attachment “B”?

A: No.

Q: Does the County currently engage in annual biometric screenings or health risk assessments?

A: Yes

Q: Regarding the space available for the build out of an on-site clinic, what is the estimated square footage of the space? Is there access to water for the entire space? The purpose of the inquiry is to identify whether we would have the capability of installing sinks within patient exam rooms. Essentially, we'd like to know if a water pipeline is readily available

A: See attachment for a better detail drawing. We have capability of installing sinks in some areas. The County would work the vendor to determine what could be done.

Q: V. #4 The County states that it would like to begin occupational medicine in phase 2, year three. Is the county willing or have interest in beginning occupational medicine upon start up?

A: No, this will be phased in after the Medical Clinic has been operational for at least 2 years.

Q: VI. #11 Time schedule – provide a comprehensive schedule of all tasks necessary to be performed before the clinic could become operational and associated timeline for each task.

Will the vendor be required to be onsite in the Fall 2013 when HRAs are performed?

A: The vendors selected for the on-site clinic and wellness plan will be required to be present for the group employee meetings. It is not anticipated that the wellness vendor will be required to be present when the employees begin completing the Health risk Appraisal, since it is anticipated that the HRA will be web based.

Q: VI. #12 Budget – provide a cost for each service listed as part of this proposal request, as well as, individual annualized cost for each propose professional and support staff position. Be specific and include a proposed compensation schedule.

Medical analysis bills a flat rate for clinic fees, which includes staff and supplies. The only pass through to the employer will be lab cost and pharmacy cost, which is billed with no markup to employer. Do we still need to submit a comprehensive budget?

A: The detailed budget can be included under Section XV (Fees & Signature). The intent is to identify any and all costs that the County will incur in setting up and maintaining an on-site medical clinic.

Q: VII. #1 Please see the attached layout of the available space available for the on-site clinic. It is presently more than the amount of space required for the initial implementation. Please provide your suggested design of the clinic for year one and the anticipated expansion for year two, three, four and five. Can you give more detail on which rooms are included, sizes, and floor covering?

A: An updated version has been made available.

Q: VIII. #19 Describe your recommendations as to how staff will integrate with the disease management already offered through the County's medical TPA. Can you please give more detail on the current disease management program offered by the county's TPA?

A: Current program is primarily telephonic. The current program addresses diabetes, heart disease and chronic respiratory conditions.

Q: X. #1. Are your current practice management and clinical data management software systems able to integrate with other systems? If so, describe the extent to which this is possible. What system is currently being used?

A: Currently the data management is handled through the County's TPA. The goal is to have all claims data merged to one central source.

Q: #2. Will your current practice management and clinical data management software systems provide for data export to other HIPPA compliant sources? Please describe your process for facilitating this. What "source" would we be transferring to?

A: Currently the data management is handled through the County's TPA. The goal is to have all claims data merged to one central source.

Q: #5. Do you currently send or receive files from medical plan providers on the half of their customers? Which providers? Can you clarify what type of files?

A: HIPAA Compliant Files

**Q: #6 please advise whether or not your organization is able to provide up to a rolling 36 months of the most recent pay medical claims, pharmacy claims, costs of supplies, staffing costs, management cost and eligibility data in specific format on a monthly basis would there be any additional cost to provide this? Can you clarify this question? Medical Analysis does not bill medical claims or pharmacy claims. Can you also clarify “eligibility data”?**

**A: Currently the data management is handled through the County’s TPA. The goal is to have all claims data merged to one central source.**

**County of Lexington, SC**  
**Service and Fee Estimate MD Model**

**Summary of services for eligible participants**

Onsite health center to be operated in Lexington County, SC, including Marathon Health's integrated Health Engagement Technology Platform for eligible employees, spouses and dependents. Health center hours of operation will be 40 hours per week.

Eligible Participants:

Employees.....	1,032
Spouses.....	294
Children.....	573

Staffing (FTEs):

Physicians.....	1
Medical assistants.....	1

**Included in annual service fee**

**Primary care:**

- Urgent care (Infections, gastrointestinal symptoms, rashes, common illnesses)
- Routine annual exams and screenings
- Lab draws
- Immunizations
- Allergies
- Pregnancy support & education
- Prescription management

**Occupational Health Services:**

- Work-related injuries – First treatment
- Orthopedic injury treatment – sprains, strains

**Onsite Pre-Packaged Pharmaceutical Dispensing\***

**Health Maintenance and Prevention:**

- *Biometric Screening* (individual screenings only; see optional mass population screenings below)
  - Finger-stick blood test for lipids (HDL cholesterol, LDL cholesterol and triglycerides) and glucose
  - Blood pressure, height, weight, body mass index and body fat composition.
- *Health Risk Assessment* - Administered online or in paper version screens for:
  - General health and well-being
  - Health history including symptoms, conditions and family history
  - Tobacco use, alcohol use and stress levels
- *Comprehensive Health Review (CHR)* - For high risk individuals and individuals with chronic disease a CHR utilizing:
  - Online access to complete the Problem Knowledge Coupler (PKC) Health History and Risk Assessment (HHRA) – a computerized clinical decision support system
  - 1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
- *Lifestyle Risk Reduction* - For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach:
  - Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
  - Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies
  - Individualized change management plans
  - Proactive support

**Disease Management** – For individuals with chronic diseases (Diabetes, COPD, Asthma, CHF, CAD, HTN, Depression, Low Back Pain):

- Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.
- Coaching, symptom monitoring, and disease education
- Use of Problem Knowledge Couplers

**Integrated Health Engagement Technology Platform** -- For up to 110% of the members eligible to participate:

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Medical Record

**Management Reporting and Analysis:**

- Monthly & annual reports on health center activity, population health status and return on investment
  - Monthly client activity and trends report including visit volume (visits for acute care, occupational health, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT-4 code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations.
  - Annual reports including:
    - Population stratification report identifying percent of the population which screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
    - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
- Up to 20 hours of custom reporting per year. After that additional custom reporting is available at the rate of \$150/hr. plus any materials

**Participant Communications and Promotions**

- Pre-launch communication program
  - Multi-media campaign with site posters, events, digital communication, and mailings to the home
- Annual Health Promotions Calendar
  - Monthly health promotion programs, both group and individual, including program materials (presentations, educational hand outs, email promotions) as well as communication materials such as posters, postcards and website awareness.

**Optional services not included in annual service fee**

**Mass Population Biometric Screenings**

**Cost of Onsite Pre-Packaged Pharmaceuticals**

**Cost of other drugs and vaccinations**

**Cost of health center furnishings**

**Service fees**

Annual service fee for the above**.....	\$640,939
One-time implementation fee***.....	\$88,657

**Optional/Additional fees**

- Mass population biometric screening fee\*\* ..... \$50-\$60 per participant

*Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.*

- Onsite pre-packaged pharmaceuticals ..... At cost  
*For drugs paid for directly by the Client. No additional fees are charged for drugs paid for by patients.*
- Cost of other drugs and vaccinations (including flu shots)
- Cost of health center furnishings

### **Service fee assumptions**

- Fees include all labor costs, medical supplies (except medicines and vaccinations), insurances (medical liability, worker's compensation & general liability), and other operating costs of the health center.
- Client is responsible for providing "fit-up" space for the onsite health center, including telephone service and internet connections. Client is also responsible for external lab charges for non-CLIA waived tests.
- The fees cover implementation services, including the cost of initial recruitment & training of staff, the acquisition of equipment, initial supplies, technology user setup, initial roll-out communications to participants, a participant eligibility file interface, health center signage and décor, and travel costs for up to three onsite visits by the project manager. Marathon Health retains ownership of the equipment and is responsible for their maintenance and replacement.
- If the space is not currently furnished, Marathon can arrange for the acquisition of these items and will pass the cost through.
- Other costs not specifically listed above are billed to the Client as incurred, including any care provider travel between Client locations, excess or customer-branded communications materials, additional data interfaces, and other unexpected third-party costs incurred as a result of service modifications requested by the Client.
- The technology services are guaranteed for up to 110% of the eligible participant count(s) above.
- The above fees are an estimate only, based on the information available. Exact pricing will be determined once the scope of services has been reviewed and agreed-upon. For health center staff, if the negotiated salary is more than 5% higher than the assumed staff salary and the client instructs Marathon to hire to the provider regardless of the cost, the additional personnel salary and benefit load will be passed on to the client.

\* Onsite dispensing for this proposal is allowed based on our preliminary review of pharmacy law. Inclusion of this service is subject to a complete review based on the particulars of the formulary, health center staff composition and any recent changes to law.

\*\* First-year fee only; fee increases by 5% in subsequent years. Service fee is billed monthly.

\*\*\* Due at contract signing

County of Lexington, SC  
 Projected Savings & ROI  
 Primary & Acute Care, Risk Mitigation, Disease Mgt., Onsite Rx  
 Staffing - 1 MD, 1 Medical Assistant



	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Service fees	\$ 640,939	\$ 672,986	\$ 706,635	\$ 741,967	\$ 779,065	\$ 3,541,593
<b>Projected Savings &amp; ROI</b>						
<b>Redirected Care:</b>						
Primary care	\$ 230,242	\$ 262,323	\$ 297,426	\$ 315,271	\$ 334,188	\$ 1,439,450
Work-related injury treatment	12,060	12,784	13,551	14,364	15,226	67,986
Occupational health	1,477	1,565	1,659	1,759	1,864	8,325
Prescription drug dispensing (net)	47,827	67,596	89,565	94,939	100,635	400,562
	<u>291,607</u>	<u>344,269</u>	<u>402,201</u>	<u>426,333</u>	<u>451,913</u>	<u>1,916,323</u>
<b>Utilization Reduction :</b>						
Specialty care	48,981	103,839	110,070	116,674	123,674	503,239
Emergency services	45,291	80,014	84,815	89,904	95,298	395,323
Hospital inpatient	38,035	80,634	142,453	151,000	160,060	572,182
Hospital outpatient	38,997	70,863	125,192	132,703	140,666	508,421
Prescription drug savings from risk mitigation	15,965	48,350	51,251	54,326	57,586	227,477
Radiology	10,230	30,983	32,842	34,813	36,901	145,770
Physical therapy	7,773	8,240	8,734	9,258	9,813	43,818
Direct work injury medical cost (DART injuries)	48,594	51,510	54,601	56,239	57,926	268,869
	<u>253,866</u>	<u>474,434</u>	<u>609,957</u>	<u>644,917</u>	<u>681,925</u>	<u>2,665,099</u>
<b>Payroll &amp; Benefits:</b>						
Indirect work injury costs for DART (wages paid, training, admin, etc.)	50,426	56,659	60,059	61,860	63,716	292,721
Saved time away from work - primary care visits	47,900	54,270	60,980	62,809	64,694	290,653
Saved time away from work - occupational health visits	3,353	3,454	3,557	3,664	3,774	17,801
Disability savings	13,648	28,115	48,264	49,712	51,203	190,941
	<u>115,327</u>	<u>142,498</u>	<u>172,860</u>	<u>178,045</u>	<u>183,387</u>	<u>792,116</u>
Total projected hard savings	<u>660,800</u>	<u>961,200</u>	<u>1,185,018</u>	<u>1,249,296</u>	<u>1,317,225</u>	<u>5,373,539</u>
Net projected hard savings	\$ 19,861	\$ 288,214	\$ 478,383	\$ 507,328	\$ 538,159	\$ 1,831,946
Net PMPM equivalent	\$ 0.87	\$ 12.65	\$ 20.99	\$ 22.26	\$ 23.62	
Projected hard ROI	<u>1.0</u>	<u>1.4</u>	<u>1.7</u>	<u>1.7</u>	<u>1.7</u>	
<b>Projected Savings &amp; ROI with Soft Savings</b>						
Presenteeism improvement	\$ 86,081	177,328	304,412	313,545	322,951	1,204,318
Turnover reduction	54,996	113,293	194,486	200,320	206,330	769,425
Total projected soft savings	<u>141,078</u>	<u>290,620</u>	<u>498,898</u>	<u>513,865</u>	<u>529,281</u>	<u>1,973,743</u>
Total projected hard & soft savings	<u>801,878</u>	<u>1,251,821</u>	<u>1,683,916</u>	<u>1,763,161</u>	<u>1,846,506</u>	<u>7,347,281</u>
Net projected hard & soft savings	\$ 160,939	\$ 578,835	\$ 977,281	\$ 1,021,194	\$ 1,067,441	\$ 3,805,689
Net PMPM equivalent	\$ 7.06	\$ 25.40	\$ 42.89	\$ 44.81	\$ 46.84	
Projected hard & soft ROI	<u>1.3</u>	<u>1.9</u>	<u>2.4</u>	<u>2.4</u>	<u>2.4</u>	



# County of Lexington

Office of Community Development  
212 South Lake Drive, Suite 401  
Lexington, SC 29072  
Telephone (803) 785-8121 - Fax (803) 785-8188  
Email: [cdcustomerservice@lexingtoncounty.sc.gov](mailto:cdcustomerservice@lexingtoncounty.sc.gov)

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## MEMORANDUM

**To:** Committee of the Whole

**Through:** Lynn Sturkie, County Administrator

**From:** Robbie Derrick, Director, Community Development

**Cc:** Rebecca Conway, Development Manager  
Walt McPherson, Zoning Administrator

**Date:** November 24, 2025

**Subject:** Serenity Lake Residential Subdivision – Planning Commission Concurrency Review

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The purpose of this agenda item is to provide an update regarding the Planning Commission's review in relation to Lexington County School District One's questionnaire relating to the proposed subject development.

The following are specific details regarding this project:

1. Project: Serenity Lake
2. General Location: West of South Lake Dr., north of Briarpatch Rd., and south of Buck Corley Rd., Red Bank Community – TMS# 006500-01-009 & 042
3. Council District 5 – Councilman Clifford Fisher
4. Development Type: Single Family
5. Acreage: 173.79 Acres
6. Proposed Number of Units: 402 Total Dwellings
7. Residential Density: 3.408 Dwelling Units/Acre
8. Residential Density Minus Open Space/Infrastructure: 4.595 Dwelling Units/Acre
9. Smallest Lot Size: 9,002.5 Square Feet (9,000 Square Feet is Current Minimum Allowed)
10. Percent Open Space: 23.6% (41.1 Acres)

This project was submitted when the Concurrency Policies and Procedures required the school district questionnaire and Planning Commission review.

**The purpose of this agenda item is for information only.**

**NOTES:**

1. LEXINGTON COUNTY TMS: 006500-04-009 & -042
2. EXISTING ZONING: ID/RD
3. PROPOSED LOT COUNT NORTH: 149
4. PROPOSED LOT COUNT SOUTH: 253
5. TOTAL PROPOSED LOT COUNT: 402
  - PROPOSED SINGLE FAMILY RESIDENTIAL LOTS
  - MINIMUM LOT SIZES:
    - 54' x 168' (9,072 sf)
    - EASTERN SIDE LOTS 61-225
    - 65' x 138.5' (9,002.5 sf)
    - EASTERN SIDE LOTS 1-60
    - 65' x 168' (10,920 sf)
    - EASTERN SIDE LOTS 226-253
    - 65' x 140' (9,100 sf)
    - WESTERN SIDE LOTS 1-149
6. SETBACKS (ALL LOTS):
  - 30' FROM ROAD RIGHT-OF-WAY
  - 10' FROM ADJOINING PROPERTIES



**OPEN SPACE & DENSITY CALCULATIONS:**

1. AREA OF PARCELS
  - RESIDENTIAL (NORTH OF BRIARPATCH RD) = 173.79 AC.
  - RESERVED PORTION (SOUTH OF BRIARPATCH RD) = 6.88 AC.\*
  - \*RESERVED PORTION NOT INCLUDED IN SUBJECT PROPERTY
  - TOTAL AREA OF SUBJECT PROPERTY = 173.79 AC
2. DENSITY CALCULATIONS:
  - ACCESSED FROM S. LAKE DRIVE (HWY. 6); ROAD CLASSIFICATION = ARTERIAL (A)
  - ARTERIAL = 4 LOTS PER EXACT ACRE
  - TOTAL AREA = 173 AC x 4 = 692 LOT MAXIMUM DENSITY
  - TOTAL PROPOSED LOTS = 402 LOTS
3. OPEN SPACE PROVIDED WITHIN RESIDENTIAL PARCEL:
  - REQUIRED OPEN SPACE = 20% TOTAL AREA
  - TOTAL AREA = 173.79 AC x 20% = 34.8 AC OF OPEN SPACE REQUIRED
  - TOTAL PROVIDED OPEN SPACE = 41.1 AC (23.6%)\*
  - \*DOES NOT INCLUDE ANY AREAS UNDER PERMANENT WATER

THE OWNER IS:  
MUNGO HOMES PROPERTIES, LLC  
441 WESTERN LANE  
IRMO, SC 29063  
TEL: (803)749-9000  
ATTN: MR. BILL DIXON  
EMAIL: BDIXON@MUNGO.COM

THE ENGINEER IS:  
CIVIL ENGINEERING OF COLUMBIA  
PO BOX 1137  
IRMO, SC 29063  
TEL: (803)798-2820  
FAX: 803-798-2826  
ATTN: JOSH RABON, PE  
EMAIL: JOSH@CECOLA.COM

THE STORMWATER OPERATOR IS:  
LEXINGTON COUNTY LAND  
DEVELOPMENT  
LEXINGTON, SC 29072  
212 SOUTH LAKE DRIVE  
TEL: (803)785-8121

THE WATER & SEWER OPERATOR IS:  
JOINT MUNICIPAL WATER & SEWER COMMISSION  
PO BOX 2555  
LEXINGTON, SC 29071  
TEL: (803)795-3214  
FAX:  
ATTN: MR. GUY SCHMOLTZE  
EMAIL: GSCHMOLTZE@LCJMWSC.COM

**SERENITY LAKE**  
LEXINGTON COUNTY, SOUTH CAROLINA

SCALE 1" = 180'

SCALE IN FEET

SCALE 1" = 180'	DATE 7/18/2025	DRAWN JRR	DESIGNED JRR	DRAWING NUMBER <b>1 OF 1</b>	JOB NUMBER <b>25012</b>
OVERALL SITE PLAN					
PREPARED FOR MUNGO HOMES, LLC					
CHECKED BY:					
<p style="font-size: small;">THE PRODUCT ON THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE DESIGN ENGINEER. ANY CERTIFICATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, FOR THIS PROJECT ARE INTENDED TO EXPRESS THAT STANDARD AND NOT TO BE A BASIS FOR THE PREPARATION OF THESE DOCUMENTS.</p>					
<p style="font-size: small;"><b>CIVIL ENGINEERING of COLUMBIA</b> PO BOX 1137 IRMO, SC 29063 TEL (803) 798-2820 FAX (803) 798-2826</p>					



October 20, 2025

Robbie Derrick, AICP  
Director, Community Development  
County of Lexington  
212 South Lake Dr., Suite 401  
Lexington, SC 29072

Dear Mr. Derrick:

Attached please find Lexington One's completed questionnaire pertaining to the Serenity Lake development TMS# 006500-04-009.

Please contact me if any of the information provided is unclear.

Best regards,

A handwritten signature in blue ink that reads 'Keith Price'.

Keith Price, Ed.D.  
Superintendent

Attachment (1)

C: Lynn Sturkie, Lexington County Administrator  
212 South Lake Drive, Suite 602  
Lexington, SC 29072

Lexington One Board of Trustees



## County of Lexington Community Development Department

212 South Lake Drive, Ste. 401, Lexington SC 29072 Phone: (803)785-8121 Fax: 803)785-8188

Date: 9/19/2025

The County of Lexington is requesting additional information regarding a development that is proposed for your district. The proposed development is located **TMS# 006500-04-009 and 042 and is west of South Lake Drive between Buck Corley Road and Briarpatch Road**, and is seeking to construct **402 single family units**. Accompanying this request is a location map and site plan of the proposed development.

In order to assist the County in making informed decisions, please complete as much information as possible within **20 business days** from receipt of this request and submit all feedback to Robbie Derrick, Director of Community Development, via email, at [rderrick@lexingtoncounty.sc.gov](mailto:rderrick@lexingtoncounty.sc.gov).

**District Name:** Lexington County School District One

### **Facility Considerations**

1. Schools that currently serve the location for the proposed development:

Elementary: [Red Bank Elementary](#)

Middle: [Carolina Springs Middle](#)

High School: [White Knoll High](#)

Other: [N/A](#)

2. Approximately how many additional students could each of the schools listed above serve without adding portable classrooms:

Elementary: [Building: 180;](#)

[Building + Vacant/Storage Portables: 280;](#)

[Building + All Portables: 400](#)

Middle: [Building: 90;](#)

[Building + Vacant/Storage Portables: 90;](#)

[Building + All Portables: 170](#)

High School: [370](#)

Other: [N/A](#)



Middle: \_\_\_\_\_ NA \_\_\_\_\_  
High School: \_\_\_\_\_ NA \_\_\_\_\_  
Other: \_\_\_\_\_

9. If feasible, please estimate the cost of construction catalyzed by this development in dollars and capital millage:

Elementary Cost: \_\_\_\_\_ NA \_\_\_\_\_ Mills \_\_\_\_\_  
Middle Cost: \_\_\_\_\_ NA \_\_\_\_\_ Mills: \_\_\_\_\_  
High School Cost: \_\_\_\_\_ NA \_\_\_\_\_ Mills: \_\_\_\_\_  
Other Facility Cost: \_\_\_\_\_ NA \_\_\_\_\_ Mills: \_\_\_\_\_  
Comments: \_\_\_\_\_

**Operational Considerations**

- 10. Estimated number of teachers required: **approximately 31.5 teachers**
- 11. Estimated number of other staff required:  
**4 Instructional Assistants; 2 School Counselors; 4 Custodians; 2 Food Service Operators; 1 Related Arts Teacher; plus various other potential support staff such as, secretarial, etc.**
- 12. Transportation impact: **2 ES Routes and 2 MS/HS Routes**
- 13. District's estimate of possible total ***operating cost*: \$3,370,707**
- 14. What is the possible (and reasonable) impact on local ***operating*** millage required as a result from this development?  

\_\_\_\_\_ **7.3 mills** \_\_\_\_\_

**Additional Comments/Concerns**

Lexington One District Leaders' Assumptions:

- **75% of 402** residences will be occupied by families with 2 children = **604** students
- Students will be equally distributed among grades, Pre-kindergarten through grade 12. This means we would prepare for 2 additional students per grade.
  - Grades PK, K, 1, 2, 3, 4, 5 = **301** students
  - Grades 6, 7, 8 = **129** students
  - Grades 9, 10, 11, 12 = **172** students
- Bus, fuel and repairs are paid by the State Department and the District would have to pay for the new driver's salary and benefits.
- 2 cars per household at an average cost of \$20,000 per vehicle for operating millage - **\$292,527 in revenue generated for the District.**
- Value of an operating mill - **\$421,900**

Submitted by: Dr. Keith Price

Title: Superintendent

Signature: 

Date: October 20, 2025

In addition to the information contained within the questionnaire, please also address the following questions:

- Please confirm the number of existing portables currently in use at the affected schools.  
 Red Bank Elementary: 11 (3 Classrooms; 1 Office; 2 McKinney Vento pantry; 5 Storage)  
 Carolina Springs Middle: 4 (4 Classrooms)

- Is there a method the School District uses to track the cumulative effects of developments?  
 Lexington One contracted with Demographic Analytics Advisors, LLC to complete a demographic study. The information that was shared with the Lexington One Board of Trustees on December 17, 2024 is linked [here](#).

- Are there any current facility expansions planned for the schools affected by this development? Bond referendums?  
 No. The school district is wrapping up projects from the 2018 bond referendum. None of the remaining projects expand current capacities at schools impacted by the proposed development. Although a new bond referendum may be proposed at some point, none is in the pipeline at this time.

- How are the number of students estimated per grade level?  
 Refer to assumptions under the “Additional Comments/Concerns” above, detailed answer in #10 and the chart below. The District uses an allocation formula for students per teacher at various grade levels. The following table shows how Lexington One determines the number of teachers and assistant principals required. There are also staffing ratios for other positions. These are just a few examples in order to demonstrate how a handful of new students can impact the number of employees needed.

TEACHERS*			ASSISTANT PRINCIPALS*		
Level	Grade	Ratio (Students:Teacher)	Level	Grade	# of Assistant Principals
Elementary	K-2	21:1	Elementary	All schools	2
Elementary	3-5	23:1	Middle	All schools	3
Elementary	Language Immersion	25:1	High	<800 students	3
Middle	Core classes <600	21:1	High	801-1200	4
Middle	Core classes 600+	22.5:1	High	1201-1500	6
High	Depending on school size	18:1 (Fewer for a smaller school)	High	>1500	5

\* subject to annual budget approval

- What is the estimated number of students per dwelling?

See first section above in the “Additional Comments/Concerns” area

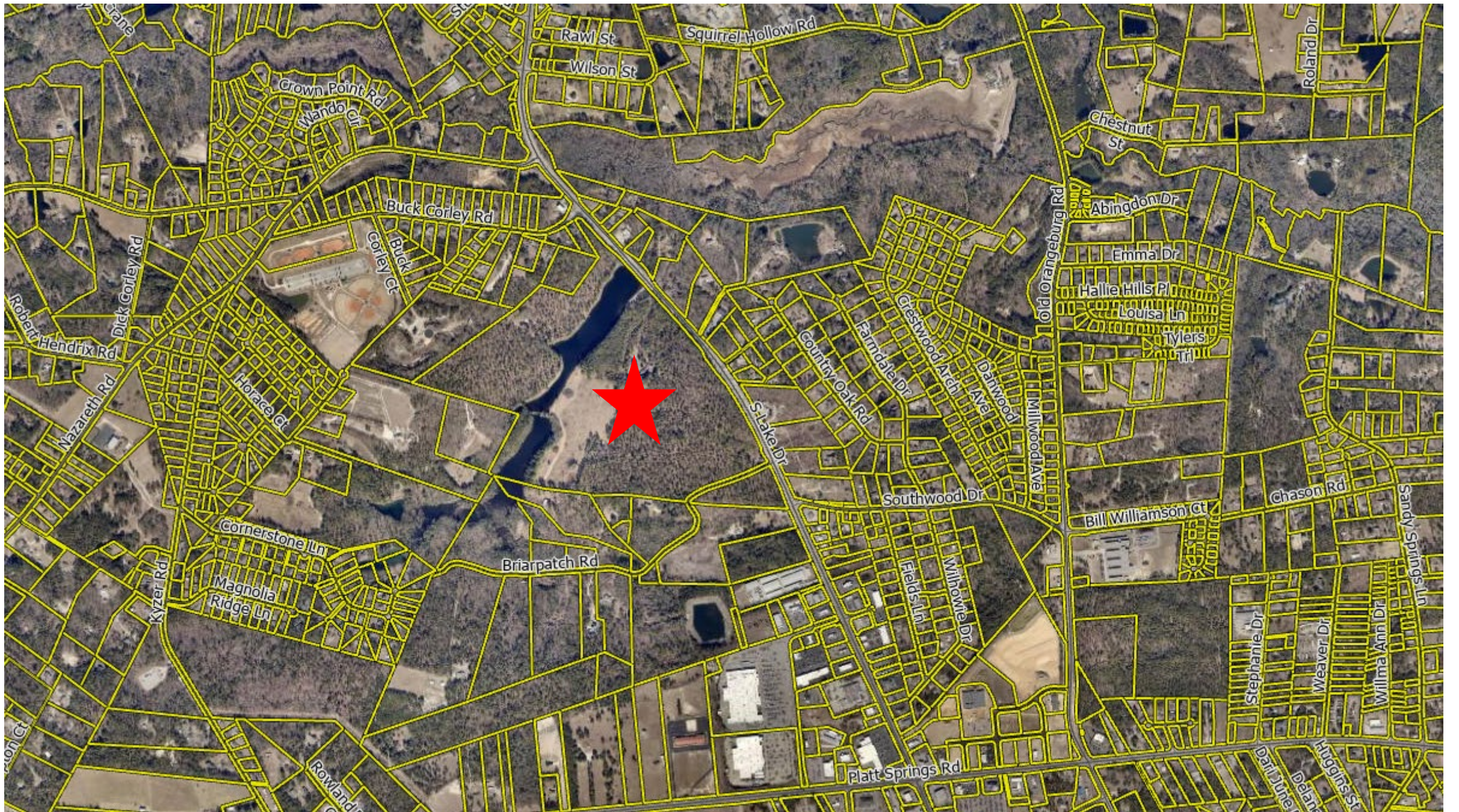
- Is there a matriculation rate used? Concerns of flooding the next level of education from lower levels have been expressed by the Planning Commission.

We use a matriculation rate based on the number of students who are enrolled on the 135th day of the school year. This comports with the enrollment figure used to calculate a portion of state funding provided to Lexington One Schools.

- Please provide any other details not included in the questionnaire you wish to elaborate upon.

Because Lexington One is considered one of the “wealthiest” districts in SC based on the “Index of Taxpaying Ability,” our district receives a smaller portion of funding from state allocations. Act 388 forces school districts to raise operating funds by increasing taxes on 6% property, not owner-occupied houses.

**Link: [Refer to Index of Taxpaying Ability Report – Index Year 2025](#)**





# County of Lexington

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## MEMORANDUM

**To:** Committee of the Whole

**Through:** Lynn Sturkie, County Administrator

**From:** Robbie Derrick, Director, Community Development

**Cc:** Jason Wilkie, JC Wilkie Construction  
Walt McPherson, Zoning Administrator  
Rebecca Conway, Development Manager  
Tim Shumpert, Interim Director, Public Works

**Date:** December 1, 2025

**Subject:** Preferred Design Standards – Draft Text

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As directed by the Committee of the Whole, Community Development staff coordinated with Mr. Jason Wilkie to draft preferred designs standards for both the Zoning Ordinance and Landscape and Open Space Ordinance. The draft standards include measures to provide residential design flexibility by providing design elements discussed and promoted during previous discussions.

Included with this memorandum are the draft text, which mostly includes updates to the Central Lexington County District, as directed by Council, along with the most recent overlay map. All new text is in red and removed text is struck. Please keep in mind, the Central Lexington County District text is all in black as that is the working draft and it helps to identify these proposed changes.

Some highlighted changes include the following:

- Updates to the Zoning draft Central Lexington County District to incorporate all of the discussed preferred design incentives and densities, to include review provisions/details.
- Updates to the Landscape and Open Space Ordinance to include the trophy trees mitigation and off-site open space mitigation in the Central Lexington County District.
- Updates to Landscape and Open Space Ordinance to include provisions to address trees and utilities (County-wide).
- Define cluster developments in both ordinances.
- Specific design standards on the road improvements (curve, boulevard, width, parking) were not included in the draft text, but it does reflect the need for Public Works review. It is staff's understanding there will be further discussion on road design standards.

- Sidewalks were not specifically addressed within the draft text, as further discussion is also needed on this element.
- The policy for less than 10 lot developments has already been implemented. If expanded upon further, the policy may look to include projects that do not require open space or new roads (which will be larger lots and/or summary type plats).

**The purpose of this agenda item is to provide the Committee of the Whole with the preferred design standards, as requested. If Council directs to proceed, three readings, a public hearing, and Planning Commission review are necessary prior to formal adoption of the proposed allowances.**

## ARTICLE 16 – CENTRAL LEXINGTON COUNTY DISTRICT

### 161.00 Purpose

The purpose of this Article is to further promote consistency with certain development standards between the Town of Lexington and County of Lexington. This Article further identifies the Town of Lexington’s future growth potential and methods to maintain consistency with development standards within this identified area. **The intent of this Article is to also further encourage flexible design standards by promoting incentives when the use of certain architectural elements, open space standards, and road designs are incorporated into development plans, further aligning aesthetic designs with the Town of Lexington standards.**

### 161.10 Establishment of the Central Lexington County District

The provisions of this Article shall only apply to the unincorporated areas of the County that have been included within the Central Lexington County overlay. A map shall be published as a part of this Article and it may be revised following the same procedures contained in this Ordinance for zoning text amendments.

### 161.20 Definitions

**Cluster Developments** are residential subdivision development planning practices that groups homes more closely together on portions of a site while preserving larger portions of the remaining land as open space, such as recreation, conservation, forests, sensitive areas, or agriculture. This approach focuses on expansive perimeter open space protections allow for smaller individual lots with potentially higher residential density in certain aspects. This planning practice helps reduce infrastructure costs, preserves natural features, and can increase a greater sense of community.

### 161.230 Application of Regulations

Upon the effective date of these regulations, land use activities located within the Central Lexington County District can be developed or expanded only in accordance with the applicable restrictions contained herein.

### 161.340 Zoning Compliance

It shall be the responsibility of all responsible parties to establish and operate land use activities in accordance with the regulations set forth within this Article

### 161.450 Adherence to Other Regulations

The regulations contained herein are in addition to other applicable ordinances or requirements, such as, but not limited to the Lexington County Landscape and Open Space Ordinance, Lexington County Building Code Ordinance, Lexington County Stormwater Ordinance, Lexington County Land Development Manual, Lexington County Subdivision Ordinance, other regulations set forth

within this Ordinance, or SC Department of Environmental Services regulations. Zoning regulations not specifically called out in Chapter 2 of this Article shall follow all other applicable regulations contained within the Zoning Ordinance (ex. buffering restrictions, parking, performance standards).

Whenever the provisions of the Article impose regulations that are in conflict with those of other County ordinances, other governmental agencies, or where developments include areas outside of this District, the more restrictive regulations shall apply.

#### **161.50 Jurisdictional Review and Approval**

~~In the event that a new development, or expansion to an existing development, will require annexation by the Town of Lexington, the Town of Lexington shall assume all applicable zoning review and permitting responsibilities for such development as part of their annexation process.~~

#### **161.60 Exemptions**

Land use activities specifically identified within this Article shall conform to the standards set forth, in lieu of regulations and requirements found in other Articles of this Ordinance.

## **Chapter 2. Regulations**

#### **162.00 Land Use Allowances**

The underlying zoning district(s) and street classification(s) shall be utilized to determine allowed land use within the Central Lexington County District, unless otherwise called out specifically within this Article. Sections 21.31 and 22.02 of this Ordinance should be referenced for a list of allowed land use activities per zoning district and street classification. All land uses shall comply with all applicable standards contained within the Zoning Ordinance, unless otherwise specified within this Chapter.

#### **162.10 Residential Density**

In order to promote consistency and compatibility with existing development patterns within the Town of Lexington, the method for calculating and the allowed maximum residential density prescribed in this Section shall be followed for new or expanding residential-type developments located within this District. Residential Detached (Limited) land uses shall follow the development guidelines and regulations as covered within Article 12 of this Ordinance.

#### **162.11 Calculation of Maximum Residential Density**

Density is to be measured as the total area of land within the property boundaries, including those which are permanently under water or subject to inundation, or which are contained in an easement, proposed roads, area dedicated for stormwater management, open space, amenity areas, or other similar grant of use. However, density calculations shall not include rights-of-way for existing roads or parcel boundaries below the 360 elevation of Lake Murray (reference Section 22.30 of this Ordinance). Regardless of the allowed gross density, all other applicable development standards, to include minimum lot sizes, shall also be met. ~~For the purpose of this Article and to further promote connectivity, the least restrictive street classification may be used when calculating the allowable maximum density (ex. a proposed residential subdivision accessing both an Arterial Street and Local Street may utilize the Arterial Street density allowances).~~

**162.12 Maximum Permitted Residential Density**

Section 22.30 of this Ordinance shall be referenced for the maximum permitted residential density, except for Townhouses, which shall not exceed six (6) dwelling units per exact acre.

**Residential Detached (excluding Limited), Residential Attached – Duplex, Mobile Home, and Tiny Home Land Use Activities**

<u>STREET CLASSIFICATION</u>	<u>DENSITY (dwelling units per exact acre)</u>
Arterial	4
Collector (C)	3
Local (L)	2
Residential Local Six (RL6)	2
Residential Local Five (RL5)	2
Residential Local Four (RL4)	2
Residential Local Two (RL2)	1
Residential Local One (RL1)	1
Boulevard (B)	4

**All Other Residential Land Use Activities, to Include Recreational Vehicle Parks and/or Camper Parks as Regulated as a Transient Habitation Land Use Activity**

<u>STREET CLASSIFICATION</u>	<u>DENSITY (dwelling units per exact acre)</u>
Arterial (A)	12
Collector (C)	8
Local (L)	6
Residential Local Six (RL6)	6
Residential Local Five (RL5)	5
Residential Local Four (RL4)	4
Residential Local Two (RL2)	2
Residential Local One (RL1)	1
Boulevard (B)	8

**162.12 Maximum Permitted Residential Density**

The maximum allowed density shall be as follows:

Residential Detached:	4 Dwelling Units/Exact Acre
Residential Attached – Duplex:	4 Dwelling Units/Exact Acre
Residential Attached – Townhome:	4 6 Dwelling Units/Exact Acre

Residential Attached - Multifamily (aka. Apartments):	
<u>Street Classification</u>	<u>Maximum Allowable Density</u>
Arterial (A)	12 Dwelling Units/Exact Acre
Collector (C)	8 Dwelling Units/Exact Acre
Local (L)	6 Dwelling Units/Exact Acre
Boulevard (B)	8 Dwelling Units/Exact Acre

### **162.13 Minimum Residential Lot Size**

Regardless of required density, setbacks, or other various developmental design standards, the following minimum lot sizes have been established for the creation or re-configuration of new parcels of land:

Residential Detached, Mobile Home, or Tiny Home:	10,890 square feet
Residential Attached – Duplex:	5,000 square feet
Residential Attached – Townhouse:	3,000 square feet

A lot in existence prior to the adoption of this Ordinance, which does not comply with the requirements of this section, shall be allowed to support one dwelling unit without regard to density or lot area, provided the activity complies with all other zoning requirements and any applicable health and safety standards. Minor lot line reconfiguration of lots in existence prior to the adoption of this Ordinance is allowed, provided the degree of nonconformity is not increased.

### **162.20 Minimum Open Space Requirements**

Residential subdivisions, which require the establishment and/or protection of open space, as required by the Lexington County Landscape and Open Space Ordinance, shall conform to the provisions of Article 4, Section 3 of the Lexington Landscape and Open Space Ordinance for the required percentage of open space and any other special protection measures.

### **162.30 Residential Development Design Incentives**

Certain design standards for residential developments have been identified to promote harmonious communities, which will further serve the greater good of the overall community. Various design initiatives to promote these various standards are identified within this Section, which will allow additional flexibility for residential subdivision design if utilized as prescribed. Five (5) categories of preferred design elements have been identified within this Section.

- a. Developments choosing to implement two (2) preferred design elements in at least two (2) categories may reduce the minimum lot size requirement.
- b. Developments choosing to implement two (2) preferred design elements in at least two (2) categories and include exterior structural finishes using predominately brick, stone, fiber cement, stucco, or similar materials (excluding doors, windows, garage doors, soffits, eaves, trim, porches, and decks) may reduce the minimum lot size requirement and side setbacks to five (5) feet.
- c. Developments choosing to implement two (2) preferred design elements, exterior structural finishes, and on-street parking may reduce the minimum lot size requirement, side setbacks to five (5) feet, and front setbacks at the developer's discretion based upon the overall design plan.
- d. Developments choosing to implement five (5) preferred design elements in a minimum of three (3) categories are allowed an additional one (1) dwelling unit per exact acre for residential density, as well as allowances from the previously noted items a, b, and c.

- e. Development choosing to implement six (6) preferred design elements in four (4) categories are allowed an additional two (2) dwelling units per exact acre for residential density, as well as allowances from the previously noted items a, b, and c.

### **163.10 Preferred Design Elements**

Although many of the identified preferred design elements are specifically listed within the Zoning Ordinance, the Zoning Administrator, or his/her designee, shall coordinate with appropriate County staff when reviewing proposals including these elements to ensure overall compliance with these provisions. Additional staff shall include, but not be limited to, the Director of Community Development, Landscape Administrator, Development Administrator, Director of Public Works, and/or County Engineer.

#### Category I – Environmental and Open Space

1. Protect existing road corridor buffers with a minimum width of 100 feet. The site must be currently forested/wooded to qualify for this element.
2. Protect existing forested buffers between internal rear lot lines of a minimum of 25 feet in width.
3. Incorporate walking trails throughout the proposed open space, outside of the required road corridor buffers.
4. Provide 50 percent more than the minimum requirement for open space, to include the incorporation of cluster developments.

#### Category II – Road Design

1. Implement creative road designs, to include curved roads to limit direct views of the interior development and protect sensitive areas (i.e., gridded road design patterns shall be avoided).
2. The first 200 feet of the entrance roadways shall be free of any residential lots or other permanent development.
3. The identified main road thoroughfare shall have a minimum 36-foot wide boulevard. The width shall be measured across the road from the rear of the opposing curbs.
4. Provide on-street parking. On-street parking shall be designed to not impact through traffic or block designated travel lanes and shall be incorporated into the roadway (ex. parallel parking spaces).
5. Promote rear loading of proposed homes by incorporating rear alley ways.

#### Category III – Architectural and Aesthetic Appearance

1. Incorporate brick or stone façades on the front of all residences.
2. Exterior finishes on all structures shall be predominately of brick, stone, fiber cement board, stucco, or other similar permanent material, excluding doors, windows, garage doors, window walls, soffits, eaves, trim, porches, and decks. Vinyl siding, concrete and/or cinder block exterior are not permissible for this allowance. This is mandatory if the developer proposes reductions in setbacks from adjoining properties.

#### Category IV – Amenities and Recreation

1. Pocket parks, to include landscaped areas, community gardens, common lawns/fields, playgrounds, gazebos, and other types of passive green space with limited equipment, shall be provided in all proposed phases of the development
2. Implementation of other amenity areas, besides traditional swimming pools and cabanas within the development. The use of walking trails within the open space cannot be used for this element, as it is already called out previously within this Section.

#### Category V – Access and Connectivity

1. Provide connectivity to other developments, commercial corridors, public parks/recreation, and/or secondary road systems within existing subdivisions and/or residential developments.
2. Add additional access points to the proposed development, above any minimum standard required by the South Carolina Department of Transportation or the County of Lexington Public Works Department.

The Zoning Administrator, or the Director of Community Development in his/her absence, shall make the final determination if a proposed development meets and/or qualifies for design flexibility. The applicant, developer, and/or engineer shall request the ability to provide a flexible design with the formal application for zoning review. All specific elements being proposed to meet the flexible design standards shall be clearly identified by the applicant, developer, and/or engineer on the zoning plan submittal. There shall be no variance process for the identified preferred design elements contained within this Section.

### **162.30 Traffic Impact Study**

A traffic impact study is required for any Residential – Detached, Residential Attached – Duplex, or Residential Attached - Townhome land use with greater than 10 lots or dwellings and all Residential Attached -Multifamily land uses, regardless of size. The Traffic Impact Study will be utilized to identify all necessary improvements to preserve the operational capacity and function of the roadway system(s). Trip generation estimates shall be based upon the most recent edition of the Institute of Transportation Engineers Trip Generation Manual. All Traffic Impact Studies shall build upon previous and/or concurrent studies, where feasible.

Traffic Impact Studies shall include the following items:

1. General Introduction
2. Existing Land Use(s)
3. Proposed Land Uses, to include location, type of development, proposed number of dwelling units, and other applicable characteristics of the project.
4. Analysis of existing traffic volumes on all roads to be accessed using the most recent SCDOT Annual Average Daily Trip counts, where feasible; trip generation tables; trip distribution patterns; and turning movement diagram for peak hours.
5. A full description of the impact to the roadway system and recommendations to mitigate or reduce the identified impacts.

The Traffic Impact Study will be reviewed by the Director of Public Works, or his/her designee. Any improvements identified by the Traffic Impact Study must be included in the encroachment permit for the access point(s) and installed/inspected before any final plats for subdivisions for

certificates of occupancy for individual or stand-alone projects are approved for the development. Proof of encroachment permits shall be submitted prior to construction and final inspection reports from either SCDOT or Lexington County Public Works approving the installation of the necessary shall be required prior to any final approval of construction. It shall be the developer's responsibility to design and install all improvements identified by the Traffic Impact Study.

#### **162.40 Interconnectivity**

All new developments shall provide a continuation of existing road patterns. Whenever conditions will allow, the arrangement of roads in a subdivision may be required to provide for alignment and continuation or projection of existing and proposed roads into adjoining properties/developments. This is to promote interconnectivity of subdivisions, which may be required where feasible. The Director of Public Works, or his/her designee, shall assist the Zoning Administrator with determining the feasibility of interconnectivity.

#### **162.50 Special Waterfront Protection Area**

In order to further protect the unique scenic vistas along the shoreline of Lake Murray and portions of the Saldua River, additional height control measures are hereby established within the Central Lexington County District. *The International Residential Code for One Dwellings* allows no more than three stories above-grade in height; therefore, any Residential Detached activity is exempt from the special requirements.

Lake Murray: No building higher than 30 feet is allowed within 1,500 feet of 360-foot (mean sea level) contour along the shoreline of Lake Murray. That height is measured from the average elevation of the building as it leaves the ground.

Saluda River: All buildings within this designated area shall not exceed 30 feet. That height is measured from the highest elevation of the building as it leaves the ground. For the purpose of this Article, the portion of the Saluda River specific to these regulations is considered to begin at the Lake Murray Dam, to include the emergency flood channel to the South Carolina Department of Natural Resources landing at the end of Hope Ferry Road. The special protection area shall be bound by North Lake Drive to the west, Corley Mill Road to the South, and Hope Ferry Road to the east.

The average elevation as referenced in these regulations shall be computed by selecting the halfway point between the highest and lowest ground elevations surrounding the structure.

#### **162.60 Residential Attached – Multifamily Land Use Activities**

For the purpose of this Article, new Residential Attached – Multifamily land use activities shall access only along a paved interstate frontage road where the right-of-way is contiguous to an interstate highway or expressway (two lane streets are permissible) or paved streets within one-half (1/2) mile of an interstate interchange (two lane streets are permissible) with the appropriated zoning street classification that allows access for the activity. Residential Attached – Multifamily land use activities proposed within this District are not bound by the additional separation requirements identified in Article 15 of this Ordinance.

DRAFT Landscape and Ordinance Amendments:

## 1.4 Establishment of Districts

### 1.4.1 Road and District Classifications

In order to implement the provisions of this Ordinance, the following road classification and districts are hereby established:

LU – Land Use District (See Article 3, Section 2)

PL – Parking Lot District (See Article 3, Section 3)

SA – Service Areas/Utilities District (See Article 3, Section 4)

BD – Building Design District (See Article 3, Section 5)

RC – Road Corridor District (See Article 3, Section 6)

OS – Open Space District (See Article 4, Section 1)

LM – Lake Murray Residential District (See Article 4, Section 3)

CL – Central Lexington County District (See Article 4, Section 3)

Scenic Corridor – Those roads designated as Scenic Corridors will carry the extension S1, /S2, or /S3 after their road classification as created by the Zoning Ordinance (e.g., A/S1, C/S1, or L/S1).

## 2.2 Definitions

The following terms shall have the following definitions:

Cluster Developments are residential subdivision development planning practices that groups homes more closely together on portions of a site while preserving larger portions of the remaining land as open space, such as recreation, conservation, forests, sensitive areas, or agriculture. This approach focuses on expansive perimeter open space protections allow for smaller individual lots with potentially higher residential density in certain aspects. This planning practice helps reduce infrastructure costs, preserves natural features, and can increase a greater sense of community.

### 3.1.3 Species Selection

- c. The minimum tree size to be planted as required by this Ordinance shall be 2 inch caliper and 10 feet tall for canopy trees and 1.5 inch caliper and 6 8 feet tall for understory trees. The minimum size of large shrubs as required by this Ordinance shall be 7 gallon sized container plants. The minimum size of other shrubbery, ornamental grasses, or other woody plant materials to be planted as required by this Ordinance shall be a minimum of 3 gallon sized container plants, unless the Landscape Administrator determines larger plants are needed to meet applicable provisions of this Ordinance.

### 3.1.4 Location

- c. The presence of underground or overhead utilities shall be taken into consideration when determining the type and placement of required trees. **Trees and other vegetation shall be selected to ensure the least possible impact with utilities, both above- and below ground. If possible, the utility company may be consulted in relation to allowed plantings. The graphic located within the appendix of this Ordinance shall be referenced when selecting tree species and/or varieties when located in relation to overhead utilities. Transmission overhead utility lines may have more restrictive allowances, which can be confirmed with the electric company or cooperative.**

### 3.3.3 Trees

- b. Where overhead utilities exist or are planned, or where space restricts the use of canopy trees, understory trees may be required instead of large canopy trees, ~~at a replacement density of two understory trees for each canopy tree.~~

### 3.6.3 Trees

- d. Where overhead utilities exist or are planned, or where space restricts the use of canopy trees, understory trees shall be required instead of large canopy trees, ~~at a replacement density of two understory trees for each canopy tree.~~

## Section 3. Lake Murray Residential **and Central Lexington County Districts**

The purpose of this section is to promote the preservation of the natural environment within the proximity of Lake Murray, to include the protection of natural resources and the overall scenic nature of the area, **as well as to promote the compatibility of land uses and development standards from adjoining municipalities.** The provisions of this Section shall be utilized for the development of residential detached, residential attached-duplex, residential attached-townhome, and mobile home/**tiny home** subdivisions. Residential subdivisions that have less than 10 residential lots or **residential subdivisions with median**

residential lots sizes greater than 1.5 acres are exempt from this Section, unless otherwise specified.

#### 4.3.1 Quantity of Open Space

The minimum percentage of the total gross land area required for open space dedication shall be determined based on the median residential lot sizes within the development. Median is calculated as the value or quantity at the midpoint of the distribution of residential lot sizes, such that there is an equal probability of lot sizes above and below the median value. Section 4.1.2 of this Ordinance includes a list of features that may be applied toward the minimum open space requirement, provided they are actually set aside on property separate from the residential parcels, unless otherwise listed in this Article. The following table shall be applied when determining the minimum amount of open space required within the Lake Murray Residential and Central Lexington County Overlay Districts:

<u>Median Lot Size (Acres to Thousandth)</u>	<u>Required Percentage of Open Space</u>
1.000 – 1.499	15
0.750 – 0.999	20
0.500 – 0.749	25
0.250 – 0.499	30
<0.250	35

For reference purposes, 1 acre is equivalent to 43,560 square feet.

#### 4.3.2 Central Lexington County District Special Waterfront Protection Area

Due to the topographical and environmental sensitivity of this area, identified in Section 162.50 of the Lexington County Zoning Ordinance, additional provisions for green space preservation shall be required. Within this identified special waterfront protection area, there shall be no mass grading within all residential-type subdivisions, regardless if the size and specifications of the development do not qualify for minimum open space standards at the time of construction. The only grading allowed during construction shall be for the building location(s), infrastructure, stormwater management features, water/wastewater and utilities, and driveway access.

#### 4.3.3 Central Lexington County District Trophy Tree Protection Standards

For qualifying residential subdivisions located within the Central Lexington County District, 30 percent of the existing trophy trees, as defined in Section 4.1.3, shall be protected within qualifying developments (reference Section 4.1.1 for qualifying

residential subdivisions). If the minimum percentage of trophy trees cannot be protected, the following mitigation standards shall be applied:

- The minimum sized nursery stock tree that can be utilized for trophy tree mitigation shall be 3-inch caliper and 15 feet tall.
- If tree mitigation plantings are equivalent to 20 percent of the size, based on the aggregate DBH of the trophy trees removed, then the trophy tree mitigation shall be 20 percent less than the total amount of trees that will need to be replaced.
- If indigenous trees to the area are transplanted and they are equivalent to 40 percent of the size, based on the aggregate DBH of the trophy trees removed, then the trophy tree mitigation shall be 40 percent less than the total amount of trees that will need to be replaced. All transplants shall exceed the minimum planting specifications for diameter and height and shall be in good form, health, and/or condition. Poor quality trees and/or trees not suitable for the area shall not be considered.

#### **4.3.2 Central Lexington County Off-Site Open Space Mitigation**

In lieu of providing open space within proposed developments, required open space may be mitigated off-site within a five (5) mile radius of the proposed residential subdivision. This mitigation option may be applied to all or portions of the required open space. Tracts of land obtained for off-site open space mitigation shall be at least twice the land area as the minimum open space necessary and shall consist of existing forested vegetation, agricultural lands, environmentally sensitive areas (ex. ponds, wetlands, stream corridors), or similar land uses. All off-site open space mitigation areas shall be placed within a conservation easement, so such mitigation measures are protected in perpetuity, and donated to a qualifying land conservation bank. The conservation easement is not intended to restrict the property from traditional forest management activities, farming, and/or wildlife management, but shall be notated as open space for the subject development.

Tracts of land obtained for off-site open space mitigation shall be identified and secured prior to the issuance of a land disturbance permit and landscape permit for the development. The bonded plat for the initial phase of the residential subdivision, or final plat if the bonded option is not utilized, will not be approved until the off-site tract is officially placed within a permanent conservation easement. All applicable documents, particularly agreements, deeds, plats,

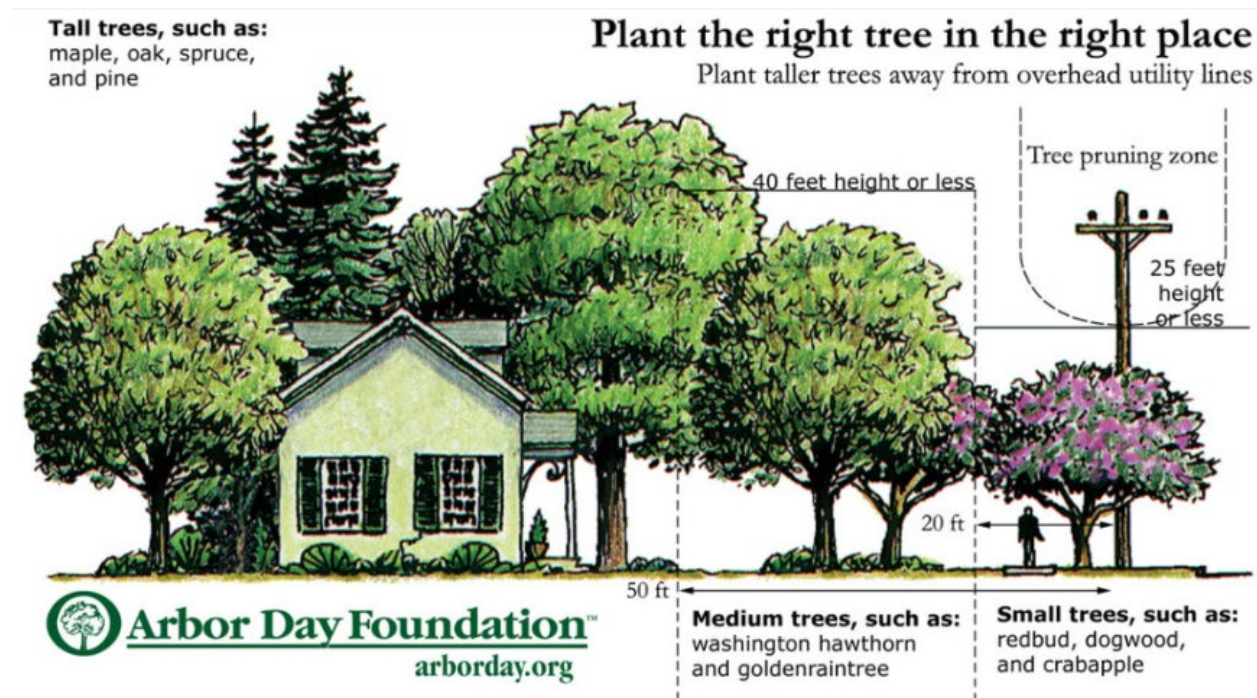
restrictions, and/or easement agreements, shall be provided to the Landscape Administrator. Documents should be recorded within the County of Lexington Register of Deeds Office so there is a public record of the conservation easement.

Upon approval of a conservation easement for off-site open space mitigation, permanent signage shall be posted on-site identifying the protection of the property as preserved and/or managed open space. Such signage shall conform with local zoning provisions for the size, color, and placement and be visible to the general public.

Road and/or scenic corridor buffers shall be incorporated into the development and cannot be waived and/or reduced through the off-site mitigation process.

## Appendix

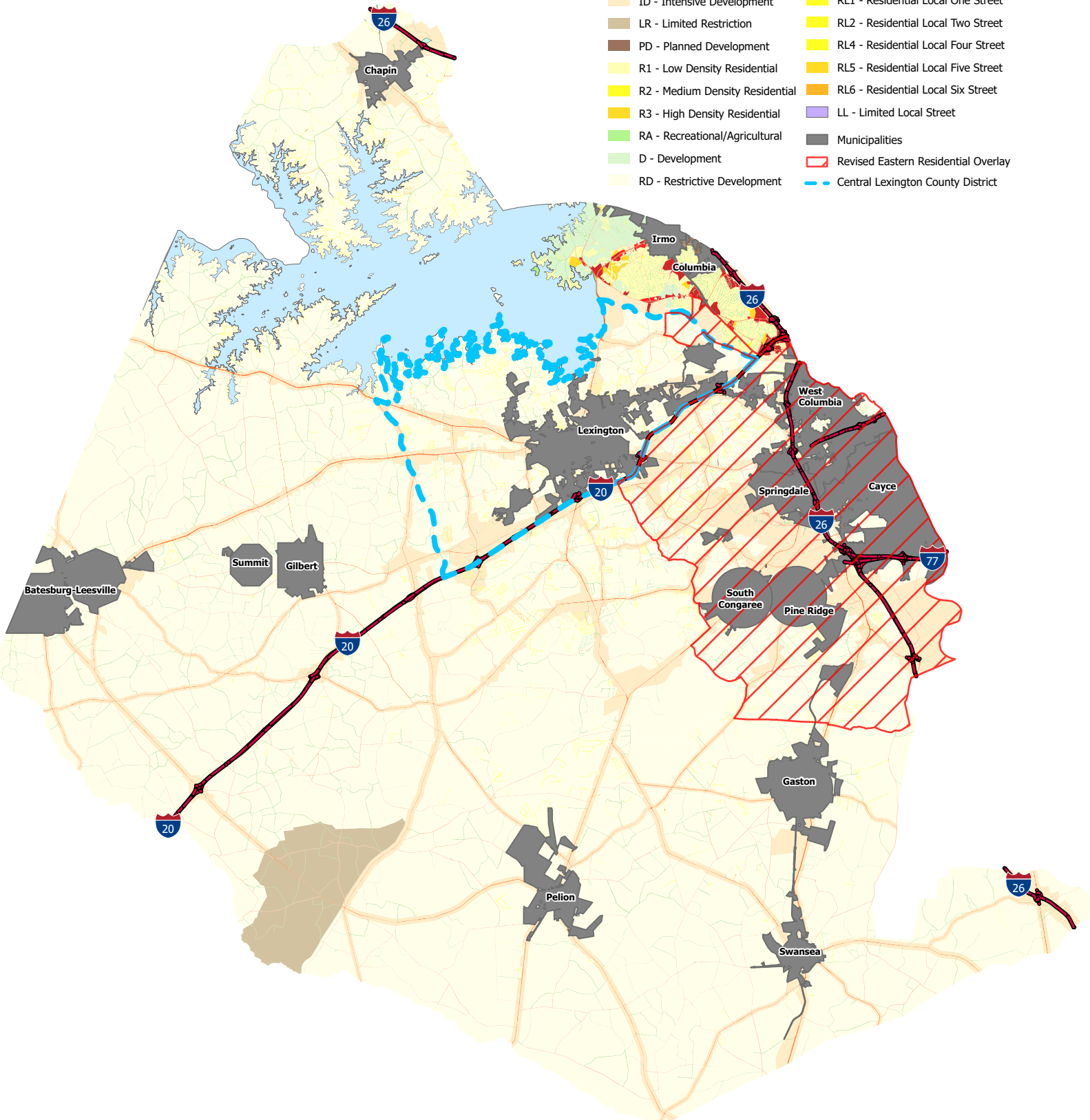
### Tree Planting Location Near Overhead Utilities (Distribution)



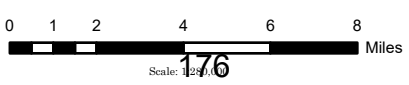
Source: Arbor Day Foundation

# Lexington County

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| LC - Limited Commercial         | A - Arterial Street                 |
| C1 - Neighborhood Commercial    | C - Collector Street                |
| C2 - General Commercial         | L - Local Street                    |
| ID - Intensive Development      | RL1 - Residential Local One Street  |
| LR - Limited Restriction        | RL2 - Residential Local Two Street  |
| PD - Planned Development        | RL4 - Residential Local Four Street |
| R1 - Low Density Residential    | RL5 - Residential Local Five Street |
| R2 - Medium Density Residential | RL6 - Residential Local Six Street  |
| R3 - High Density Residential   | LL - Limited Local Street           |
| RA - Recreational/Agricultural  | Municipalities                      |
| D - Development                 | Revised Eastern Residential Overlay |
| RD - Restrictive Development    | Central Lexington County District   |



Lexington County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused, or any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder. For a complete copy of the Lexington County data disclaimer please visit our webpage at [www.lex-co.sc.gov](http://www.lex-co.sc.gov).



Map Published By: Lexington County  
 Department of Planning and GIS  
 View Maps Online: [www.lex-co.sc.gov](http://www.lex-co.sc.gov)  
 Link to GIS and Mapping

Date Exported: 9/12/2025



**COUNTY OF LEXINGTON, SOUTH CAROLINA  
R E S O L U T I O N**

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 9<sup>TH</sup> DAY OF DECEMBER, TWO THOUSAND AND TWENTY-FIVE, ADOPTED THE FOLLOWING:**

**WHEREAS**, on Tuesday, October 28, 2025, the Lexington High School Girls Varsity Golf team captured the 2025 South Carolina High School League 5A Division I State Championship; and

**WHEREAS**, the Wildcats' journey to achieve top honors included a win at Timberlake Country Club to secure the Region 4 5A Championship. The team advanced to the 5A Division 1 Lower State qualifying tournament at Wedgefield Country Club, where they prevailed as the Lower State Champions with a team score of 299; and


**WHEREAS**, the Lexington High School Girls Varsity Golf team traveled to Spartanburg's Carolina Country Club to face skilled competitors, including three-time defending champions Dorman High School. The Wildcats emerged victorious with a team score of 336, a single-stroke victory, to claim their 15<sup>th</sup> State title; and

**WHEREAS**, the Lexington High School Varsity Girls Golf team is led by Head Coach Brandon Smith, who instilled confidence in the players and ensured they were prepared to compete against top teams. The team also benefited from the leadership and guidance of Assistant Coach Greg Airasian; and


**WHEREAS**, the 2025 Varsity Girls Golf team members are Dailie Gibson, Emma Hawk, Lyles Herritage, Claire Kim, Giavanna Martusciello, Taryn Smoak, and Sophie Taylor. The determination, hard work, and perseverance shown by each of these student athletes is commendable.

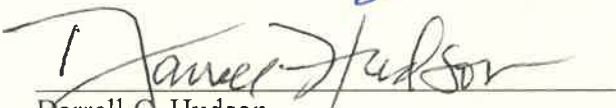
**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, do hereby recognize and congratulate the Lexington High School Varsity Girls Golf team for winning the 2025 South Carolina High School League 5A Division I State Championship.

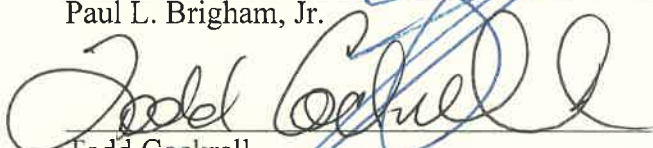
  
M. Todd Cullum, Chairman

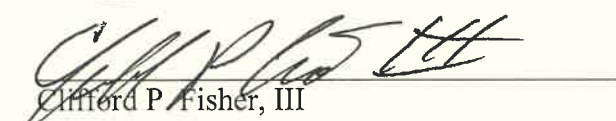
  
Glen M. Conwell, Vice Chairman

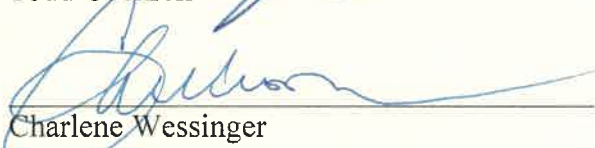
  
Michael Bishop

  
Paul L. Brigham, Jr.

  
Darrell C. Hudson

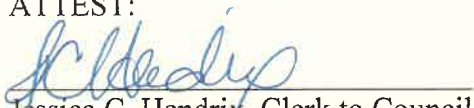
  
Todd Coekrell

  
Clifford P. Fisher, III

  
Charlene Wessinger

  
Beth A. Carrigg

ATTEST:

  
Jessica C. Hendrix, Clerk to Council



**BOARDS & COMMISSIONS**  
**APPOINTMENTS BY DISTRICT**  
JANUARY 13, 2026

**LARRY BRIGHAM**

- **Board of Zoning Appeals - VACANT** - Term Expires 12/31/28

**CLIFFORD FISHER**

- **Museum Commission - Joyce Mize - Final Term Expired 11/1/25** - NOT ELIGIBLE for reappointment

**BETH CARRIGG**

- **Museum Commission - VACANT** - Term Expires 11/1/27

**GLEN CONWELL**

- **Assessment Appeals Board - Joel Merrill - Final Term Expired 9/21/25** - NOT ELIGIBLE for reappointment
- **Museum Commission - Miley Rhodes - Final Term Expired 11/1/25** - NOT ELIGIBLE for reappointment

**TODD CULLUM**

- **Health Services District Board - VACANT** - Term Expires 3/10/26
- **Museum Commission - VACANT** - Term Expires 11/1/28
- **Board of Zoning Appeals - Carl Sherwood - Final Term Expires 12/31/25** - NOT ELIGIBLE for reappointment



BOARDS & COMMISSIONS  
APPOINTMENTS  
JANUARY 13, 2026

**ACCOMMODATIONS TAX ADVISORY BOARD**

- Hospitality - **VACANT** - Term Expires 12/31/27

**AIKEN/BARNWELL/LEXINGTON COMMUNITY ACTION AGENCY**

- Council Chairman or Appointee - **VACANT**

**BUILDING CODES BOARD OF APPEALS**

- General Contractor - Lawrence Markey - **Final Term Expired 8/13/25** - NOT ELIGIBLE for reappointment

**CENTRAL MIDLANDS DEVELOPMENT CORPORATION**

- Lexington County Representative - Lindsey Yarborough - Term Expires 12/31/25 - NOT ELIGIBLE for reappointment

**STORMWATER ADVISORY BOARD**

- Engineer - **VACANT** - Term Expires 12/09/27

**THE RIVER ALLIANCE**

- Economic Development Committee Chairman or Appointee - Kevin Adams - **Final Term Expires 1/26/26** - NOT ELIGIBLE for reappointment

**WRECKER ROTATION BOARD**

- At-Large - **VACANT** - Term Expires 11/10/28

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## COUNTY OF LEXINGTON, SOUTH CAROLINA

### ORDINANCE NO. 25-07

#### AN ORDINANCE AMENDING THE LEXINGTON COUNTY LAND DEVELOPMENT MANUAL CHAPTER 6 EROSION PREVENTION AND SEDIMENT CONTROL, SECTION 6.2.9 ALLOWABLE DISTURBED ACRES.

WHEREAS, County Council has identified that the existing limitation for disturbance provides challenges in relation to the site development of properties. The ability to allow more acreage of disturbance with extra safeguards will promote quicker site stabilization and development, along with the ability to properly balance development sites without negative impacts on roads and infrastructure.

NOW, THEREFORE, BE IT ORDAINED by the Council of the County of Lexington, in Council, duly assembled, as follows:

#### Chapter 6 Erosion Prevention and Sediment Control

##### 6.2.9 Allowable Disturbed Acres

A Master Project includes all proposed parent parcels, to include all phases, within a proposed development of those parent parcels.

For residential development:

- Projects disturbing between 0 to 25 acres shall be approved at staff level, by the Land Development Manager, or his/her designee, under the current regulations in the Land Development Manual.
- Projects greater than 25 acres, but less than 50 acres of disturbance shall be approved as an Expanded Master Project (EMP) and approved at staff level by the Land Development Manager, or his/her designee. An EMP shall require specific justification from the project engineer the need for the additional area of disturbance, enhanced Best Management Practices (BMPs) for sediment and erosion that include additional BMPs identified within this Section, and **all components of the** Disturbance/Stabilization Plan and Agreement. Forms for this agreement can be found in Appendix D. The Disturbance/Stabilization

Plan shall provide site specific BMPs above the minimum requirements, to help further prevent and reduce off-site impacts and impacts to bodies of water. BMP design criteria can be found in the SC DHEC BMP Handbook. A Letter of Credit or cash surety is required and shall include the funds to install and/or maintain BMPs and stabilize all disturbed areas above 25 acres. The Letter of Credit **or cash surety** will be required prior to the beginning of any disturbance for an approved EMP along with required review fees. Additional required BMPs approved, as part of the Disturbance/Stabilization Plan are at the discretion of Lexington County.

- Should a portion of the initial approved disturbance area achieve 80% **consistent density** stabilization as approved and verified by the engineer of record, then an area equal to the stabilized area can be disturbed upon approval by Lexington County. In all instances, the project engineer shall provide confirmation in writing to the Land Development Manager, or his/her designee, that stabilization has been provided prior to advancing site disturbance. **The engineer of record shall also ensure the approved sequence of construction is being followed for the project to advance.**
- ~~In no instance shall the allowed limits of disturbance exceed 50 acres across multiple phases of construction, without achieving permanent stabilization and confirmed by the engineer of record and confirmed by Land Development staff.~~

For commercial development:

- Projects disturbing between 0 to 25 acres shall be approved at staff level by the Land Development Manager, or his/her designee, under the current regulations in the Land Development Manual.
- Projects disturbing greater than 25 acres, but less than ~~60~~ **75** acres, shall be called an Expanded Master Project (EMP) and approved at staff level by the Land Development Manager, or his/her designee. An EMP shall require specific justification from the project engineer the need for the additional area of disturbance, enhanced Best Management Practices (BMPs) for sediment and erosion that include additional BMPs identified within this Section, and **all components of the** Disturbance/Stabilization Plan and Agreement. Forms for this agreement can be found in Appendix D. The Disturbance/Stabilization Plan shall provide site specific BMPs above the minimum requirement. BMP design criteria can be found in the SC DHEC BMP Handbook. A Letter of Credit **or cash surety** is required and shall include the funds to install and/or maintain BMPs and stabilize all disturbed areas above 25 acres. The Letter of Credit or cash surety will be required prior to the beginning of any disturbance for an approved EMP along with required review fees. Additional required BMPs approved, as part of the Disturbance/Stabilization Plan are at the discretion of Lexington County.
- **Should a portion of the initial approved disturbance area achieve 80% consistent density stabilization as approved and verified by the engineer of record, then an area equal to the stabilized area can be disturbed upon approval by Lexington County. In all instances, the project engineer shall provide confirmation in writing to the Land Development Manager, or his/her designee, that stabilization has been provided prior to advancing site disturbance. The engineer of record shall also ensure the approved sequence of construction is being followed for the project to advance.**

EMPs shall include at least five (5) additional BMPs, in addition to all minimum BMPs required for the project site, which need to focus on topography with greater than 15% slopes, soil type, proximity to bodies of water and/or streams, water quality protection, and off-site impacts. **The protection of Lake Murray and its tributaries shall be taken into consideration when additional BMPs are identified and designed by the design engineer.** The project engineer shall provide justifications for the reason each additional BMP was selected and the specific purpose of each BMP. The following are list of potential BMPs to consider for EMPs:

- Double the width of all required vegetated water-quality buffers during the construction phase of the development along perennial streams, ponds, lakes, and wetlands. Buffer averaging may not be considered for this additional BMP standard.
- Increase all temporary sediment basins and retrofitted stormwater management basins to provide 3,600 cubic feet per acre, drained, of sediment storage.
- Provide baffles in all basins at double the conventional flow path length to the outlet structure.
- Provide stabilization for areas left undisturbed after seven (7) days using the appropriate hydraulic erosion control product (HECP) type, cover factor, and application rate as recommended in the most recent edition of the SC CEPSCI Certification Manual. All seeding specifications shall also comply with specifications found in the LDM.
- Provide 90% trapping efficiency using additional BMPs to further address water quality.
- Reduce the total master planned ~~site disturbance~~ development to less than 50% impervious surfaces. **The engineer of record shall identify the areas deemed impervious, as certain stormwater features may not be considered and/or calculated as pervious surfaces.**
- Use burst modeling to determine additional BMPs necessary to address rain events not addressed with minimum standards and include those BMPs on the plan.
- Apply approved erosion control matting or bonded fiber matrix on all disturbed 3:1, or steeper, slopes.
- Apply approved erosion control matting or blankets, in lieu of concrete, in all construction stormwater ditches and storm drainages designed for a 25-year, 24-hour rainfall event.
- Use anionic polyacrylamide under a passive dosing method (ex. flocculent blocks) within all construction stormwater ditches and storm drainages feeding into temporary sediment basins and retrofitted management basins.
- Install sod at a minimum 20-foot width after final grade has been achieved along the site perimeter wherever construction stormwater is discharged. Sod must be maintained.
- Conduct soil tests and implement site specific treatments as recommended by the test results to further ensure adequate vegetative stabilization.
- Apply compost blankets at a minimum depth of one and one-half (1.5) inches to protect soil surfaces until vegetation is established during final stabilization.
- Include turbidity sampling after each rain event of one-half inch or greater in a 24-hour period to ensure trapping efficiency is obtained for projects that directly adjoin and discharge into bodies of water or Waters of the United States or State. Such data shall be included with all SWPPP documents and CEPSCI inspection reports.

In addition to all previously referenced design standards, each development site shall erect one sign, which must include the company, name of primary contact, and contact phone numbers for the developer and site contractor(s). The size of the sign must be the maximum sized allowed by the local zoning jurisdiction and placed on-site at the approved construction entrance of the development.

For developments that directly adjoin bodies of water and/or Waters of the United States or State, the following additional BMPs are required, regardless of disturbed acreage:

- Install mulch filter berms, in addition to silt fencing, along the site perimeter where stormwater may be discharged and where the silt fence directly adjoins water quality buffers. These filters cannot be placed in waterways or areas of concentrated flows.
- Turbidity curtains shall be deployed within adjoining and receiving bodies of water, where feasible, to further protect receiving areas from discoloration of turbid water.
- **The engineer of record shall specifically identify these areas (ex. Waters of the United States or State, perennial/intermittent streams, tributaries of Lake Murray, special TMDL protection areas) in conjunction**

with the plan review checklist. Detailed measures and documentation are required to identify how specific BMPs or other measures will be utilized to ensure water quality protection, especially for any disturbance that may be within 50 feet of these areas.

Residential developments, ~~Projects disturbing that need to disturb more than the 50-acre threshold, above the respective staff threshold,~~ but less than 75 acres, and commercial developments that need to disturb more than the 75-acre threshold shall be presented to the Stormwater Advisory Board (SWAB) and County Council for review and consideration. The final approval by CC, including all stipulations, shall be part of the project submittal for staff approval. The final approval for disturbance by CC shall include at a minimum the EMP criteria, plus additional criteria for each additional acre disturbed. ~~In all instances, the engineer of record shall provide justification as to the need to expand beyond the threshold limits. Project disturbing greater than 75 acres may only advance past the approved disturbance threshold based upon an approved construction sequence and adequate stabilization.~~—No development shall advance past any land disturbance threshold, without achieving proper stabilization.

Violations of the disturbed area and/or inaccurate information provided will result in an automatic Stop Work Order (SWO) for the project and potential enforcement action by the Lexington County Sheriff's Department Code Enforcement Unit or other authorized code enforcement personnel. Disturbed areas determined to be above the approved threshold shall be stabilized with temporary and/or permanent BMPs immediately and a Corrective Actions Plan (CAP) shall be submitted, approved, implemented and verified by Lexington County prior to the release of the SWO.

The corrective actions for violations of this section of Land Development Manual shall be assessed as follows:

- A SWO will be issued and all work associated with the responsible permit holder(s) of the violation will cease. The SWO will remain in place until a CAP has been submitted, approved by Lexington County, and implemented. If the CAP has not been completely implemented and/or the violation area is not in full compliance within 45 days following notification of the violation then **all** permits, submittals, and inspections associated with the development may be placed on hold until compliance is obtained. The holds may include the issuance of building, zoning, landscaping, and/or land disturbance permits and requests for inspections. The Lexington County Sheriff's Department Code Enforcement Unit, or other authorized code enforcement personnel, will be notified of the violation and Community Development staff will request additional enforcement action for the non-compliance issue.
- Developments that violate the approved limits of disturbance by 5 acres or more in area will require **all** work to cease immediately, to include, but not limited to building construction, until the CAP has been approved by Lexington County and implemented. In addition, **all** permits, submittals, and inspections associated with the development will be placed on hold until compliance is obtained. Future development within the area(s) not approved for clearing must be designed to address one-half predevelopment conditions for stormwater management.
- The current Land Development fee schedule shall identify fees assessed for the additional services provided to address violations of this Section by the County of Lexington. CAP fees shall be consistent with the current Sediment and Erosion Control plan review and inspection fees. In addition, Council shall impose a re-inspection fee for each inspection regarding the implementation of the CAP.
- The SWO does not prohibit corrective actions to be implemented prior to CAP approval, provided such work is agreed upon by the Land Development Manager, or his/her designee, and the engineer of record for the project.

SWOs will remain in place until the CAP has been implemented and verified by Lexington County. Once the SWO has been released, site work will be allowed to resume as originally permitted. If found guilty in Magistrate’s Court, any penalty assessed by the local Magistrate will be in addition to the fees for the services provided by Lexington County. As consistent with other County development related ordinances, any person, firm, or corporation who violates or fails to comply with any of these requirements shall, upon conviction, be fined not more than the maximum allowed penalty jurisdiction of the Magistrate’s Court. Each day such violation continues shall be considered a separate offence. Any person, firm, or corporation shall include, but not be limited to, the developer, site contractor, engineer, agent or private inspector and each person who commits, participates in, assists in, or maintains such violation may be found guilty of a separate offense and suffer the penalties herein provided. Unapproved clearing that results in the removal of trees may also be subject to penalties and corrective actions as regulated and enforced within the Lexington County Landscape and Open Space Ordinance or local municipalities, dependent upon jurisdiction.

~~SWOs~~ **Notice of Violations (NOV)** shall ~~also~~ be immediately issued for improperly installed, maintained, or implemented required BMPs. **After seven (7) days, if the items have not been corrected a** ~~The~~ **SWO will be issued and** shall not be lifted until the engineer of record confirms in writing to the Land Development Manager, or his/her designee, that compliance is met and following a satisfactory inspection from County officials. **The Land Development Manager, or his/her designee, reserves the right in all cases to require the engineer of record certify that all BMPs have been installed correctly and per approved plans.**

NOTE:

**Text highlighted are staff updates for typographical errors, clarity, and omissions**

**Text in blue are updates reflecting recommendations from the Stormwater Advisory Board (12/10/2025)**

**Text in red are updates reflecting recommendations from the Planning Commission (12/18/2025)**

**DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
M. Todd Cullum, Chairman  
Lexington County Council

ATTEST:

\_\_\_\_\_  
Jessica Hendrix, Clerk

First Reading: July 15, 2025  
Public Hearing: November 18, 2025  
Planning Commission: November 20, 2025  
Planning Commission: December 18, 2025  
Second Reading: \_\_\_\_\_  
Third & Final Reading: \_\_\_\_\_  
Filed w/Clerk of Court: \_\_\_\_\_



**COUNTY OF LEXINGTON, SOUTH CAROLINA  
ORDINANCE NO. 25-20  
ZONING MAP AMENDMENT APPLICATION M25-02**

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

**WHEREAS**, Zoning Map Amendment Application M25-02 has been filed by Irmo Chapin Recreation Commission for Zoning Classification change from current R1 (Low Density Residential) to RD (Restrictive Development) for property located near Garden Valley Lane with TMS# 003633-03-035, 003696-05-003, and 003696-05-005; and

**WHEREAS**, this Council finds that conditions have changes to warrant a map amendment and that the map amendment will serve the general welfare of the County.

**NOW, THEREFORE BE IT ORDAINED** by the Lexington County Council as follows:

1. Property located near Garden Valley Lane, bearing Tax Map numbers 003633-03-035, 003696-05-003, and 003696-05-005 is hereby rezoned to RD (Restrictive Development).
2. Provisions in any other County Ordinance in conflict with this Ordinance are hereby repealed.

This ordinance shall be effective upon its enactment.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

LEXINGTON COUNTY

{SEAL}

\_\_\_\_\_  
M. Todd Cullum, Chairman  
Lexington County Council

ATTEST:

\_\_\_\_\_

Jessica C. Hendrix, Clerk

First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

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

Second Reading: \_\_\_\_\_

Third & Final Reading: \_\_\_\_\_

Filed W/Clerk of Court: \_\_\_\_\_



## County of Lexington

Office of Community Development  
Development Services Division  
212 South Lake Drive, Suite 401  
Lexington, SC 29072

Telephone (803) 785-8121 - Fax (803) 785-8188

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### MEMORANDUM

**To:** Planning Committee  
**Through:** Lynn Sturkie, County Administrator  
**From:** Walt McPherson, Zoning Administrator  
**Cc:** Robbie Derrick, Director, Community Development  
**Date:** December 2, 2025  
**Subject:** Ordinance 25-20 Zoning Map Amendment #M25-02

---

Irmo Chapin Recreation Commission (ICRC) proposes to change approximately 69 acres of their property (TMS#s 003633-03-035, 003696-05-003, 003696-05-005), from existing R1 (Low Density Residential) to RD (Restrictive Development). ICRC is proposing a campground area and possible future activities that are not allowed in the current R1 zoning district.

**If County Council approves staff would like to move forward with 1<sup>st</sup> reading.**



COUNTY OF LEXINGTON, SOUTH CAROLINA

**Community Development**

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

**ZONING MAP AMENDMENT APPLICATION # M25-02**

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

TMS#s 003633-03-035, 003696-05-003, 003696-05-005 near Garden Valley Lane

Zoning Classifications: (Current) R1 (Low Density Residential) (Proposed) RD (Restrictive Development)

TMS#: See above Property Owner: Irmo Chapin Recreation Commission

Reason for the request: The current R1 Zoning classification does not allow for the proposed Transient Habitation activity (campground) and also other activities that ICRC may propose in the future.

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

Date of Application: 12/2/25 Applicant: Property Owner  Authorized Agent

Phone #(s): work 803-213-2004 \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: Irmo Chapin Recreation Commission

Street/Mailing Address: 200 Leisure Lane Columbia SC 29210

<u>12/2/25</u>	<u>Application Received</u>
	<u>Newspaper Advertisement</u>
	<u>Notices Mailed</u>

	<u>Fee Received</u>
	<u>Property Posted</u>
	<u>Planning Commission</u>

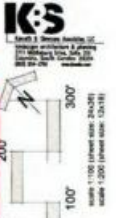
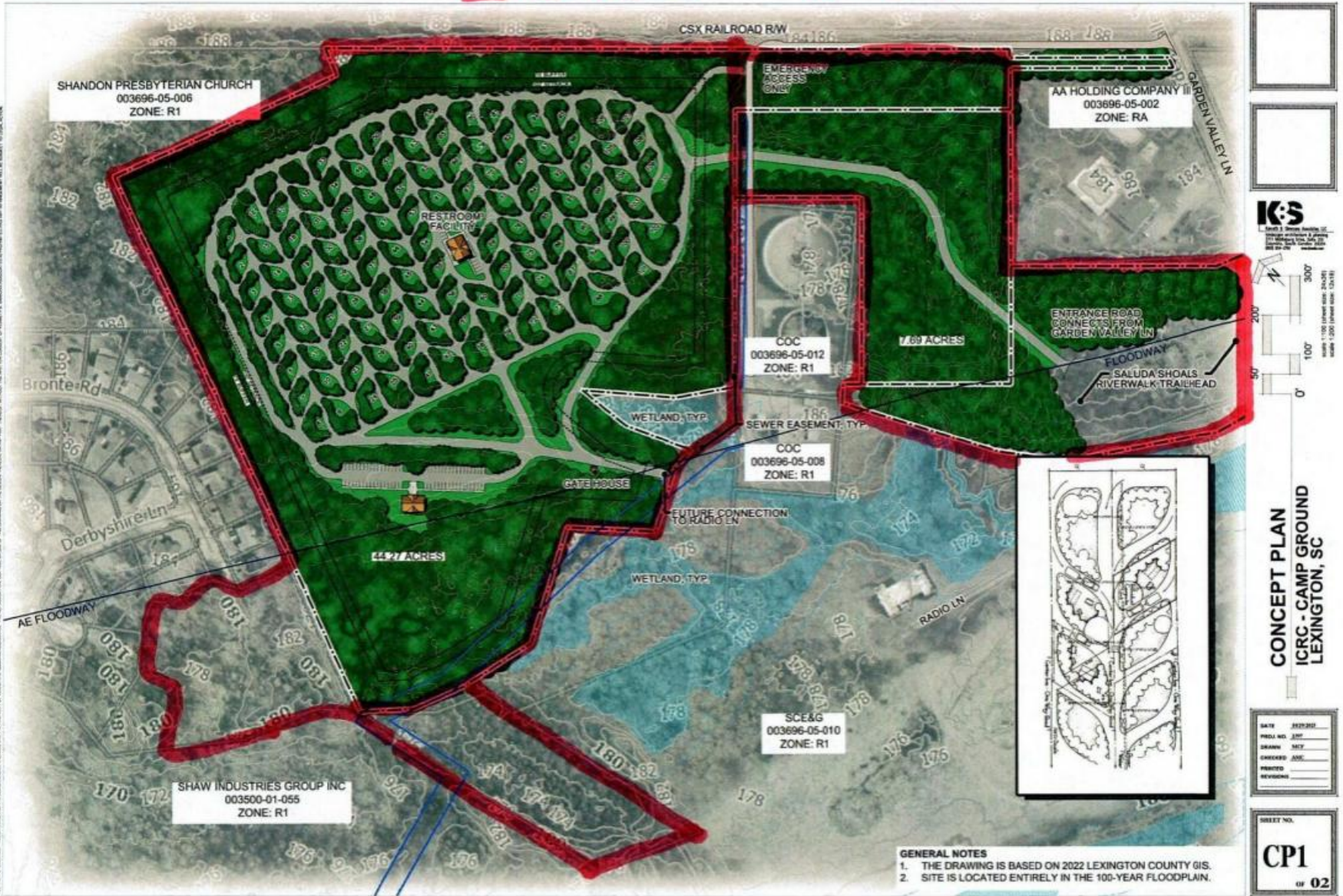
Planning Commission Recommendation: \_\_\_\_\_

First Reading	Public Hearing	Second Reading	Third Reading
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Results: \_\_\_\_\_

\_\_\_\_\_

ICRC 11-26-25



**CONCEPT PLAN**  
**ICRC - CAMP GROUND**  
**LEXINGTON, SC**

DATE	REVISION
PROJ. NO.	DATE
DRAWN	BY
CHECKED	DATE
APPROVED	DATE
REVISIONS	

SHEET NO.  
**CP1**  
 OF 02

- GENERAL NOTES**
1. THE DRAWING IS BASED ON 2022 LEXINGTON COUNTY GIS.
  2. SITE IS LOCATED ENTIRELY IN THE 100-YEAR FLOODPLAIN.

ICRL

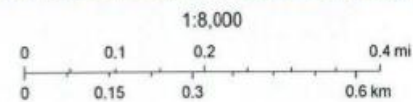
11-26-25

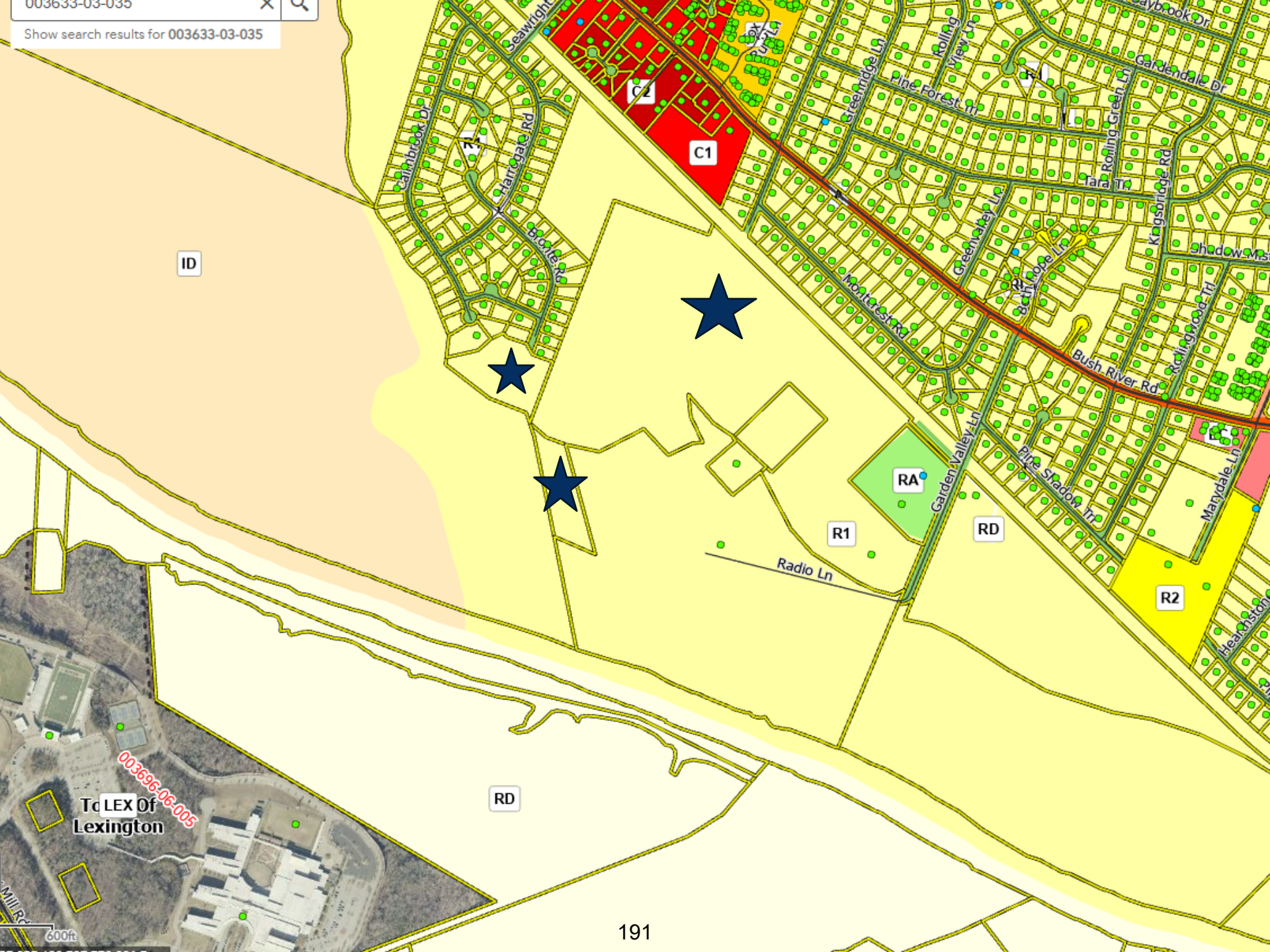
# Lexington County Map



11/26/2025, 10:29:43 AM

- |                |           |                        |                   |
|----------------|-----------|------------------------|-------------------|
| Address Points | Roads     | Limited Access Highway | Municipalities    |
| Existing       | Arterial  | Parcels                | Town of Lexington |
| To Be Placed   | Collector | County Boundaries      | Unincorporated    |
| Nonstandard    | Local     |                        |                   |





ID

C1

RA

R1

RD

R2

RD

To LEX Of  
Lexington

003696-06-005

600ft

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8175

(F) 785-2240

**DATE:** December 30, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Director of Procurement

**FROM:** Shannon N Sharpe  
Procurement Manager

**SUBJECT:** **2025 Asphalt Maintenance Project**  
**2026-IFB-19**  
**Public Works**

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Competitive bids were solicited and advertised for a term contract for the 2025 Asphalt Maintenance Project for Public Works. The County received four (4) responsive bids on December 29, 2025 (see attached Bid Tabulation).

The bids were evaluated by Tim Shumpert, Interim Director of Public Works, Madison Stack, Director of Procurement, and Shannon N Sharpe, Procurement Manager. It is our recommendation to award the bid to the following vendor as the lowest responsive bidder:

- Inline Paving (Lexington, SC)

The estimated cost is \$5,059,090.06.

I concur with the above recommendation and further recommend that this procurement be placed on County Council's agenda for their next scheduled meeting on January 13, 2026.

COPY: Adam DuBose, Interim Chief Financial Officer  
Tim Shumpert, Interim Director of Public Works

**2025 Asphalt Maintenance Project**  
**Bid Form Items and Quantities**

11/25/2025

**C Fund Asphalt Maintenance**

<b>TASK 1: ASPHALT MAINTENANCE</b>						
Pay Item	Item No.	Quantity	Unit	Description	Unit Price	Total
1	305	2,558	CY	Cont. Aggregate Base Patch	\$ 118.00	\$ 301,844.00
2	401.3.7	158,121	SY	3" Milling of Existing Asphalt	\$ 4.50	\$ 711,544.50
3	401.3.9	2,878	TON	Full Depth Asphalt Patch	\$ 185.00	\$ 532,430.00
4	404	22,977	TON	Hot Mix Asphalt Surface Course Type C	\$ 124.50	\$ 2,860,636.50
5	502	126	CY	Full Depth Concrete Pavement Patching	\$ 800.00	\$ 100,800.00
6	601	1	LS	Maintenance of Traffic	\$ 452,165.06	\$ 452,165.06
7	609.115	1,000	LF	Cont. 4" Yellow Fast Dry Solid Line	\$ 1.10	\$ 1,100.00
8	609.135	250	LF	Cont. 24" White Fast Dry Stop Bar	\$ 2.20	\$ 550.00
9	720	1264	LF	Curb and Gutter Removal and Replacement	\$ 55.00	\$ 69,520.00
10	802	500	LF	Cont. Pipe Underdrain	\$ 57.00	\$ 28,500.00

**VENDOR NAME: Inline Paving Industries, LLC**

**TOTAL BID \$ 5,059,090.06**

**2025 Asphalt Maintenance Project**  
**Bid Form Items and Quantities**

11/25/2025

**C Fund Asphalt Maintenance**

<b>TASK 1: ASPHALT MAINTENANCE</b>						
Pay Item	Item No.	Quantity	Unit	Description	Unit Price	Total
1	305	2,558	CY	Cont. Aggregate Base Patch	\$ 70.75	\$ 180,978.50
2	401.3.7	158,121	SY	3" Milling of Existing Asphalt	\$ 5.50	\$ 869,665.50
3	401.3.9	2,878	TON	Full Depth Asphalt Patch	\$ 187.50	\$ 539,625.00
4	404	22,977	TON	Hot Mix Asphalt Surface Course Type C	\$ 122.50	\$ 2,814,682.50
5	502	126	CY	Full Depth Concrete Pavement Patching	\$ 800.00	\$ 100,800.00
6	601	1	LS	Maintenance of Traffic	\$ 512,150.00	\$ 512,150.00
7	609.115	1,000	LF	Cont. 4" Yellow Fast Dry Solid Line	\$ 1.00	\$ 1,000.00
8	609.135	250	LF	Cont. 24" White Fast Dry Stop Bar	\$ 2.00	\$ 500.00
9	720	1264	LF	Curb and Gutter Removal and Replacement	\$ 60.00	\$ 75,840.00
10	802	500	LF	Cont. Pipe Underdrain	\$ 110.00	\$ 55,000.00

**VENDOR NAME: Blythe Construction, Inc.**

**TOTAL BID \$ 5,150,241.50**

**2025 Asphalt Maintenance Project**  
**Bid Form Items and Quantities**

11/25/2025

**C Fund Asphalt Maintenance**

<b>TASK 1: ASPHALT MAINTENANCE</b>						
Pay Item	Item No.	Quantity	Unit	Description	Unit Price	Total
1	305	2,558	CY	Cont. Aggregate Base Patch	\$ 100.00	\$ 255,800.00
2	401.3.7	158,121	SY	3" Milling of Existing Asphalt	\$ 5.50	\$ 869,665.50
3	401.3.9	2,878	TON	Full Depth Asphalt Patch	\$ 206.00	\$ 592,868.00
4	404	22,977	TON	Hot Mix Asphalt Surface Course Type C	\$ 125.00	\$ 2,872,125.00
5	502	126	CY	Full Depth Concrete Pavement Patching	\$ 800.00	\$ 100,800.00
6	601	1	LS	Maintenance of Traffic	\$ 386,250.00	\$ 386,250.00
7	609.115	1,000	LF	Cont. 4" Yellow Fast Dry Solid Line	\$ 1.00	\$ 1,000.00
8	609.135	250	LF	Cont. 24" White Fast Dry Stop Bar	\$ 2.00	\$ 500.00
9	720	1264	LF	Curb and Gutter Removal and Replacement	\$ 60.00	\$ 75,840.00
10	802	500	LF	Cont. Pipe Underdrain	\$ 41.50	\$ 20,750.00

**VENDOR NAME: C.R. Jackson, Inc.**

**TOTAL BID \$ 5,175,598.50**

**2025 Asphalt Maintenance Project**  
**Bid Form Items and Quantities**

11/25/2025

**C Fund Asphalt Maintenance**

<b>TASK 1: ASPHALT MAINTENANCE</b>						
Pay Item	Item No.	Quantity	Unit	Description	Unit Price	Total
1	305	2,558	CY	Cont. Aggregate Base Patch	\$ 192.05	\$ 491,263.90
2	401.3.7	158,121	SY	3" Milling of Existing Asphalt	\$ 6.75	\$ 1,067,316.75
3	401.3.9	2,878	TON	Full Depth Asphalt Patch	\$ 250.00	\$ 719,500.00
4	404	22,977	TON	Hot Mix Asphalt Surface Course Type C	\$ 171.85	\$ 3,948,597.45
5	502	126	CY	Full Depth Concrete Pavement Patching	\$ 1,365.00	\$ 171,990.00
6	601	1	LS	Maintenance of Traffic	\$ 525,600.00	\$ 525,600.00
7	609.115	1,000	LF	Cont. 4" Yellow Fast Dry Solid Line	\$ 2.00	\$ 2,000.00
8	609.135	250	LF	Cont. 24" White Fast Dry Stop Bar	\$ 10.00	\$ 2,500.00
9	720	1264	LF	Curb and Gutter Removal and Replacement	\$ 61.30	\$ 77,483.20
10	802	500	LF	Cont. Pipe Underdrain	\$ 74.85	\$ 37,425.00

**VENDOR NAME: Palmetto Corp of Conway**

**TOTAL BID \$ 7,043,676.30**

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8175

(F) 785-2240

**DATE:** December 2, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Director of Procurement

**FROM:** Shannon N Sharpe  
Procurement Manager

**SUBJECT:** **Duty Uniforms for Lexington County Fire Services  
2026-IFB-20  
Lexington County Fire Services**

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Competitive bids were solicited and advertised for a term contract for Duty Uniforms for Lexington County Fire Service. The County received five (5) responsive bids on December 1, 2025 (see attached Bid Tabulation).

The bids were evaluated by Kyle Minick, Fire Chief, Madison Stack, Director of Procurement, and Shannon N Sharpe, Procurement Manager. It is our recommendation to award the bid to the following vendor as the lowest responsive bidder:

- Galls, LLC (Lexington, KY)

The estimated annual value of the contract is \$150,000.00.

I concur with the above recommendation and further recommend that this procurement be placed on County Council's agenda for their next scheduled meeting on January 13, 2026.

COPY: Adam DuBose, Interim Chief Financial Officer  
Kyle Minick, Fire Chief – Lexington County Fire Services

1	ITEM # 112008 per the specifications					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Galls, LLC	1	EA		\$57.60	\$57.60
	Designlab, Inc.	1	EA		\$59.55	\$59.55
	Read's Uniforms (Read's Uniform 1		EA		\$61.80	\$61.80
	Safe Industries (Allsource Enterp 1		EA		\$67.20	\$67.20
	Uniform & Accessories Warehol 1		EA		\$72.22	\$72.22

2	ITEM # 112008 per the specifications					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Galls, LLC	1	EA		\$57.60	\$57.60
	Designlab, Inc.	1	EA		\$59.55	\$59.55
	Read's Uniforms (Read's Uniform 1		EA		\$61.80	\$61.80
	Safe Industries (Allsource Enterp 1		EA		\$71.95	\$71.95
	Uniform & Accessories Warehol 1		EA		\$72.22	\$72.22

3	ITEM # 122008 per the specifications					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Galls, LLC	1	EA		\$57.60	\$57.60
	Designlab, Inc.	1	EA		\$58.75	\$58.75
	Read's Uniforms (Read's Uniform 1		EA		\$61.80	\$61.80
	Safe Industries (Allsource Enterp 1		EA		\$67.20	\$67.20
	Uniform & Accessories Warehol 1		EA		\$72.22	\$72.22

4	ITEM # 122008 per the specifications					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Galls, LLC	1	EA		\$57.60	\$57.60
	Designlab, Inc.	1	EA		\$58.75	\$58.75
	Read's Uniforms (Read's Uniform 1		EA		\$61.80	\$61.80
	Safe Industries (Allsource Enterp 1		EA		\$71.95	\$71.95
	Uniform & Accessories Warehol 1		EA		\$72.22	\$72.22

5	ITEM # 111009 per the specifications					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Galls, LLC	1	EA		\$64.55	\$64.55
	Designlab, Inc.	1	EA		\$66.95	\$66.95
	Read's Uniforms (Read's Uniform 1		EA		\$70.03	\$70.03
	Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80
	Uniform & Accessories Warehol 1		EA		\$81.21	\$81.21

6	ITEM # 111009 per the specifications					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Galls, LLC	1	EA		\$64.55	\$64.55
	Designlab, Inc.	1	EA		\$66.95	\$66.95
	Read's Uniforms (Read's Uniform 1		EA		\$70.03	\$70.03
	Uniform & Accessories Warehol 1		EA		\$81.21	\$81.21
	Safe Industries (Allsource Enterp 1		EA		\$81.60	\$81.60

7	ITEM # 121009 per the specifications					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Galls, LLC	1	EA		\$64.55	\$64.55

Designlab, Inc.	1	EA		\$66.20	\$66.20
Read's Uniforms (Read's Uniform 1		EA		\$70.03	\$70.03
Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80
Uniform & Accessories Warehol 1		EA		\$81.21	\$81.21

**8 ITEM # 121009 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$64.55	\$64.55
Designlab, Inc.	1	EA		\$66.20	\$66.20
Read's Uniforms (Read's Uniform 1		EA		\$70.03	\$70.03
Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80
Uniform & Accessories Warehol 1		EA		\$81.21	\$81.21

**9 ITEM # 114024 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.44	\$55.44
Designlab, Inc.	1	EA		\$59.85	\$59.85
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80

**10 ITEM # 114024 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.44	\$55.44
Designlab, Inc.	1	EA		\$59.85	\$59.85
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80

**11 ITEM # 124024 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.44	\$55.44
Designlab, Inc.	1	EA		\$58.25	\$58.25
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$71.95	\$71.95

**12 ITEM # 124024 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.44	\$55.44
Designlab, Inc.	1	EA		\$58.25	\$58.25
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80

**13 ITEM # 115005 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$42.05	\$42.05
Designlab, Inc.	1	EA		\$46.40	\$46.40
Read's Uniforms (Read's Uniform 1		EA		\$48.09	\$48.09
Uniform & Accessories Warehol 1		EA		\$53.76	\$53.76

Safe Industries (Allsource Enterp 1	EA			\$57.40	\$57.40
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<b>14</b>	<b>ITEM # 115005 per the specifications</b>				
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Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$42.05	\$42.05
Designlab, Inc.	1	EA		\$46.40	\$46.40
Read's Uniforms (Read's Uniform 1		EA		\$48.09	\$48.09
Uniform & Accessories Warehol 1		EA		\$53.76	\$53.76
Safe Industries (Allsource Enterp 1		EA		\$57.40	\$57.40

<b>15</b>	<b>ITEM # 125005 per the specifications</b>				
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Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$42.05	\$42.05
Designlab, Inc.	1	EA		\$46.40	\$46.40
Read's Uniforms (Read's Uniform 1		EA		\$48.09	\$48.09
Uniform & Accessories Warehol 1		EA		\$53.76	\$53.76
Safe Industries (Allsource Enterp 1		EA		\$57.40	\$57.40

<b>16</b>	<b>ITEM # 125005 per the specifications</b>				
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Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$42.05	\$42.05
Designlab, Inc.	1	EA		\$46.40	\$46.40
Read's Uniforms (Read's Uniform 1		EA		\$48.09	\$48.09
Uniform & Accessories Warehol 1		EA		\$53.76	\$53.76
Safe Industries (Allsource Enterp 1		EA		\$57.40	\$57.40

<b>17</b>	<b>ITEM # 114030 per the specifications</b>				
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Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.39	\$55.39
Designlab, Inc.	1	EA		\$59.85	\$59.85
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$71.95	\$71.95

<b>18</b>	<b>ITEM # 114030 per the specifications</b>				
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Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.39	\$55.39
Designlab, Inc.	1	EA		\$59.85	\$59.85
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80

<b>19</b>	<b>ITEM # 124030 per the specifications</b>				
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Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.39	\$55.39
Designlab, Inc.	1	EA		\$59.85	\$59.85
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$71.95	\$71.95

<b>20</b>	<b>ITEM # 124030 per the specifications</b>				
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Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$55.39	\$55.39
Designlab, Inc.	1	EA		\$59.85	\$59.85
Read's Uniforms (Read's Uniform 1		EA		\$60.12	\$60.12
Uniform & Accessories Warehol 1		EA		\$69.53	\$69.53
Safe Industries (Allsource Enterp 1		EA		\$76.80	\$76.80

**21 ITEM # 115006 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$49.60	\$49.60
Designlab, Inc.	1	EA		\$53.85	\$53.85
Read's Uniforms (Read's Uniform 1		EA		\$56.12	\$56.12
Uniform & Accessories Warehol 1		EA		\$62.70	\$62.70
Safe Industries (Allsource Enterp 1		EA		\$67.20	\$67.20

**22 ITEM # 115006 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$49.60	\$49.60
Designlab, Inc.	1	EA		\$53.85	\$53.85
Read's Uniforms (Read's Uniform 1		EA		\$56.12	\$56.12
Uniform & Accessories Warehol 1		EA		\$62.70	\$62.70
Safe Industries (Allsource Enterp 1		EA		\$67.20	\$67.20

**23 ITEM # 125006 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$49.60	\$49.60
Designlab, Inc.	1	EA		\$53.85	\$53.85
Read's Uniforms (Read's Uniform 1		EA		\$56.12	\$56.12
Uniform & Accessories Warehol 1		EA		\$62.70	\$62.70
Safe Industries (Allsource Enterp 1		EA		\$67.20	\$67.20

**24 ITEM # 125006 per the specifications**

Supplier	QTY	UOM	Estimated	Price	Extended
Galls, LLC	1	EA		\$49.60	\$49.60
Designlab, Inc.	1	EA		\$53.85	\$53.85
Read's Uniforms (Read's Uniform 1		EA		\$56.12	\$56.12
Uniform & Accessories Warehol 1		EA		\$62.70	\$62.70
Safe Industries (Allsource Enterp 1		EA		\$67.20	\$67.20

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** December 30, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Director of Procurement

**FROM:** Linsey Hardy  
Procurement Officer

**SUBJECT:** **Crushing/Grinding Concrete, Asphalt & Porcelain Material  
2026-IFB-24  
Solid Waste Management**

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Competitive bids were solicited and advertised for a one time purchase for Crushing/Grinding Concrete, Asphalt & Porcelain Material for Solid Waste Management. The County received two (2) responsive bids on December 19, 2025 (see attached Bid Tabulation).

The bids were evaluated by Lee McIntyre, Director of Solid Waste Management, Madison Stack, Director of Procurement, and Linsey Hardy, Procurement Officer. It is our recommendation to award the bid to the following vendors as the lowest responsive per line items:

- Knepps Construction & Excavating of Florida, LLC

The estimated cost is \$21.98 per ton.

I concur with the above recommendation and further recommend that this procurement be placed on County Council's agenda for their next scheduled meeting on January 13, 2026.

COPY: Adam DuBose, Interim Chief Financial Officer  
Lee McIntyre, Director of Solid Waste Management

<b>Event Number</b>	2026-IFB-24	<b>Organization</b>	Lexington E-Procurement
<b>Event Title</b>	Crushing/Grinding Concrete, Asphalt & Port	<b>Workgroup</b>	Procurement
<b>Event Description</b>	ALL QUESTIONS REGARDING THIS SOLICITATI	<b>Event Owner</b>	Linsey Hardy
<b>Event Type</b>	IFB	<b>Email</b>	lhardy@lexingtoncounty.sc.gov
<b>Issue Date</b>	12/4/2025 10:00:00 AM (ET)	<b>Phone</b>	1 (803) 785-8319
<b>Close Date</b>	12/19/2025 01:00:00 PM (ET)	<b>Fax</b>	

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
KNEPPS CONSTRUCTION & EXCAVATION	Lake Butler	FL	12/19/2025 12:29:29 PM (ET)	1	\$21.98
SH LandClearing & Excavating	Leesville	SC	12/19/2025 08:34:18 AM (ET)	1	\$101.50

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

## **On-Call Residential Rehab Services**

### ***Evaluation Committee Report and Recommendation Request for Professional Qualifications (2026-RFPQ-07)***

December 8, 2025

#### **PURPOSE**

The County of Lexington Procurement Office in coordination with the Community Development Department request to solicit proposals from experienced vendors to provide On-Call Residential Rehab Services for the County of Lexington.

#### **EVALUATION COMMITTEE**

As required by the County's Purchasing Ordinance and Request for Professional Qualifications (RFPQ), an Evaluation Committee was appointed by the County Administrator, Lynn Sturkie, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. The scoring Committee members were Sandy Fox, Community Development, Sara Byrd, Community Development and Morgan Heideman, Community Development. Shannon Sharpe, Procurement Manager and Glenn Goodwin, Rehabilitation Consultant, served on the Committee in a non-scoring capacity.

#### **SOLICITATION REQUIREMENTS**

The required legal advertisements soliciting sealed, competitive proposals from eight hundred fifty vendors were placed. The advertisement was published on October 23, 2025, in the South Carolina Business Opportunities Publication and on the County's eProcurement website.

The proposals were due at 2:00 PM on November 25, 2025. At that time, the County had received proposals from the following firms:

- Clarence and Clarence Construction, LLC (Columbia, SC)

## **EVALUATION PROCESS**

During the first (1<sup>st</sup>) and only evaluation, the proposals under consideration were evaluated and scored on five (5) specific criteria as indicated in the RFP. The factors, which are listed in order of their relative importance, were as follows: (1) Completeness of the proposal, (2) Qualifications, (3) References, (4) Experience with projects of a similar scope and size and (5) Experience and management of employees.

On November 25, 2025 the Evaluation Committee began its evaluation process. Copies of the proposals were distributed to each Committee member for his/her individual evaluation. On December 8, 2025 Committee members met to discuss the details of the proposals that were submitted and scored them accordingly.

The resulting outcome of the tabulated scores by the Committee at the conclusion of the only evaluation meeting was to move forward with awarding the solicitation to the most qualified vendors for this solicitation. The resulting outcome of the tabulated scores by the Committee is to award this solicitation to Clarence and Clarence Construction, LLC (Columbia, SC).

## **RECOMMENDATION**

The Committee recommends it would be in the best interest of the County to award the solicitation process for the purchase of On-Call Residential Rehab Services to Clarence and Clarence Construction, LLC (Columbia, SC).

The Committee hereby submits this recommendation for Council's consideration and approval. We further recommend that this proposal be placed on the County Council's agenda for their next scheduled meeting on January 13, 2026.

Shannon N. Sharpe  
Procurement Manager

Madison Stack  
Director of Procurement

## **On-Call Floor Care Services**

### ***Evaluation Committee Report and Recommendation Request for Professional Qualifications (2026-RFPQ-08)***

December 16, 2025

#### **PURPOSE**

The County of Lexington Procurement Office in coordination with the Building Services Department request to solicit proposals from experienced vendors to provide a service for On-Call Floor Care Services for the County of Lexington.

#### **EVALUATION COMMITTEE**

As required by the County's Purchasing Ordinance and Request for Professional Qualifications (RFPQ), an Evaluation Committee was appointed by the County Administrator, Lynn Sturkie, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. The scoring Committee members were Eric Manning, Building Services, Peter Fino, Building Services, and Cheyenne Stout, Building Services. Linsey Hardy, Procurement Officer, served on the Committee in a non-scoring capacity.

#### **SOLICITATION REQUIREMENTS**

The required legal advertisements soliciting sealed, competitive proposals from three hundred-eleven vendors were placed. The advertisement was published on November 14, 2025, in the South Carolina Business Opportunities Publication and on the County's eProcurement website.

The proposals were due at 12:00 PM on December 3, 2025. At that time, the County had received proposals from the following firms:

- Hearld Office Solutions (Columbia, SC)
- Prestige Systems, LLC (Lexington, SC); and
- Whitehall Carpet Cleaners (Columbia, SC)

## **EVALUATION PROCESS**

During the first (1<sup>st</sup>) and only evaluation, the proposals under consideration were evaluated and scored on five (5) specific criteria areas as indicated in the RFPQ. The factors, which are listed in order of their relative importance, were as follows: (1) Qualifications (Certifications & Awards), (2) Experience, (3) Previous projects of similar size and scope, (4) Location and (5) Professional references.

On December 3, 2025 the Evaluation Committee began its evaluation process. Copies of the proposals were distributed to each Committee member for his/her individual evaluation. On December 11, 2025, Committee members met to discuss the details of the proposals that were submitted and scored them accordingly.

The resulting outcome of the tabulated scores by the Committee at the conclusion of the only evaluation meeting was to move forward with awarding the solicitation to the most qualified vendor for this solicitation. The resulting outcome of the tabulated scores by the Committee is to award this solicitation to Hearld Office Solutions (Columbia, SC), Prestige Systems, LLC (Lexington, SC) and Whitehall Carpet Cleaners (Columbia, SC).

## **RECOMMENDATION**

The Committee recommends it would be in the best interest of the County to award the solicitation process for the purchase of On- Call Floor Care Services to Hearld Office Solutions (Columbia, SC), Prestige Systems, LLC (Lexington, SC) and Whitehall Carpet Cleaners (Columbia, SC).

The Committee hereby submits this recommendation for Council's consideration and approval. We further recommend that this proposal be placed on the County Council's agenda for their next scheduled meeting on January 13, 2026.

Linsey Hardy  
Procurement Officer

Madison Stack  
Director of Procurement

## **Landscaping for the Lexington County Public Library System**

### ***Evaluation Committee Report and Recommendation Request for Proposals (2026-RFP-09)***

December 30, 2025

#### **PURPOSE**

The County of Lexington Procurement Office in coordination with Library Services request to solicit proposals from experienced vendors to provide a service for Landscaping for the Lexington County Public Library System for the County of Lexington.

#### **EVALUATION COMMITTEE**

As required by the County's Purchasing Ordinance and Request for Proposals (RFP), an Evaluation Committee was appointed by the County Administrator, Lynn Sturkie, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. The scoring Committee members were Eric Manning, Building Services, Amber Conger, Library Services, Kelly Poole, Library Services, and Vance Vollmer, Community Development. Linsey Hardy, Procurement Officer, served on the Committee in a non-scoring capacity.

#### **SOLICITATION REQUIREMENTS**

The required legal advertisements soliciting sealed, competitive proposals from three hundred vendors were placed. The advertisement was published on November 25, 2025, in the South Carolina Business Opportunities Publication and on the County's eProcurement website.

The proposals were due at 12:00 PM on December 11, 2025. At that time, the County had received proposals from the following firms:

- Hamilton Land Works, LLC (Batesburg, SC)
- Elegance Pressure Washing and Landscaping Services, LLC (Lexington, SC)
- Greggs Lawn and Landscaping Services (Columbia, SC)

## **EVALUATION PROCESS**

During the first (1<sup>st</sup>) and only evaluation, the proposals under consideration were evaluated and scored on four (4) specific criteria areas as indicated in the RFP. The factors, which are listed in order of their relative importance were as follows: (1) Experience and Qualifications, (2) Current Equipment List, (3) References and Past Performance, and (4) Cost.

On December 11, 2025, the Evaluation Committee began its evaluation process. Copies of the proposals were distributed to each Committee member for his/her individual evaluation. On December 18, 2025, Committee members met to discuss the details of the proposals that were submitted and scored them accordingly.

The resulting outcome of the tabulated scores by the Committee at the conclusion of the only evaluation meeting was to move forward with awarding the solicitation to the most qualified vendor for this solicitation. The resulting outcome of the tabulated scores by the Committee is to award this solicitation to Hamilton Land Works, LLC (Batesburg, SC)

## **RECOMMENDATION**

The Committee recommends it would be in the best interest of the County to award the solicitation process for the purchase of Landscaping for the Lexington County Public Library System to Hamilton Land Works, LLC (Batesburg, SC) for the estimated total cost of \$51,156.00.

The Committee hereby submits this recommendation for Council's consideration and approval. We further recommend that this proposal be placed on the County Council's agenda for their next scheduled meeting on January 13, 2026.

Linsey Hardy  
Procurement Officer

Madison Stack  
Director of Procurement

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8175  
(F) 785-2240

**DATE:** December 10, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Procurement Director

**FROM:** Shannon N Sharpe  
Procurement Manager

**SUBJECT:** **Information Technology and Security Project Consultant (On-Call)**  
**Boling Consulting, LLC. (Columbia, SC)**  
**CONTRACTUAL MATTER**  
**2024-RFPQ-07**  
**Procurement and Technology Services**  
**Bids and Purchases**

---

Procurement and Technology Services are requesting an additional one (1) year extension for the Information Technology and Security Project Consultant (On-Call). The estimated annual value of this contract is \$124,800.00.

The contract with Boling Consulting went into effect on March 18, 2024, for a period of two (2) years with an option to extend for one (1) additional one (1) year period if deemed in the best interest of the County.

We are requesting that extension number one (1) begin March 18, 2026, through March 17, 2027.

We recommend that this extension be placed on Council's agenda for approval at the next scheduled meeting on January 13, 2026.

COPY: Adam DuBose, Interim Chief Financial Officer  
Jeff Brewer, Director of Technology Services

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8175  
(F) 785-2240

**DATE:** December 10, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Procurement Director

**FROM:** Shannon N Sharpe  
Procurement Manager

**SUBJECT:** **Detention Pond Maintenance**  
**Saluda Hill Landscapes (Lexington, SC)**  
**CONTRACTUAL MATTER**  
**2024-RFP-09**  
**Procurement and Public Works**  
**Bids and Purchases**

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Procurement and Public Works are requesting an additional one (1) year extension for the Detention Pond Maintenance. The estimated annual value of this contract is \$300,000.00.

The contract with Saluda Hill Landscapes went into effect on March 17, 2024, for a period of one (1) year with an option to extend four (4) additional one (1) year periods, if deemed in the best interest of the County.

We are requesting that extension number two (2) begin March 18, 2026, through March 17, 2027.

We recommend that this extension be placed on Council's agenda for approval at the next scheduled meeting on January 13, 2026.

COPY: Adam DuBose, Interim Chief Financial Officer  
Tim Shumpert, Deputy Director of Public Works

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** December 10, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Procurement Director

**FROM:** Linsey Hardy  
Procurement Officer

**SUBJECT:** **Tax Collection and Billing Software  
PUBLIQ Software (Spartanburg, SC)  
CONTRACTUAL MATTER  
2023-RFP-01  
Procurement and Treasurer/Auditor  
Bids and Purchases**

---

Procurement, Treasurer and Auditor are requesting an additional one (1) year extension for the Tax Collection and Billing Software contract. The estimated annual value of this contract is \$268,389.88.

The contract with PUBLIQ Software went into effect on March 1, 2023, for a period of three (3) years with an option to extend two (2) additional one (1) year periods, if deemed in the best interest of the County.

We are requesting that extension number one (1) begin March 1, 2026, through February 28, 2027.

We recommend that this extension be placed on Council's agenda for approval at the next scheduled meeting on January 13, 2026

**COPY:** Adam DuBose, Interim Chief Financial Officer  
James Eckstrom, Treasurer  
Chris Harmoin, Auditor

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** December 10, 2025

**TO:** Lynn Sturkie  
County Administrator

**THROUGH:** Madison Stack  
Procurement Director

**FROM:** Linsey Hardy  
Procurement Officer

**SUBJECT:** **Household Hazardous Waste Collection**  
**Ecoflo, Inc. (Greensboro, NC)**  
**CONTRACTUAL MATTER**  
**2025-RFP-14**  
**Procurement and Solid Waste Management**  
**Bids and Purchases**

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Procurement and Solid Waste Management are requesting an additional one (1) year extension for the Household Hazardous Waste Collection contract. The estimated annual value of this contract is \$124,000.00.

The contract with Ecoflo, Inc. went into effect on March 1, 2025, for a period of one (1) year with an option to extend four (4) additional one (1) year periods, if deemed in the best interest of the County.

We are requesting that extension number one (1) begin March 1, 2026, through February 28, 2027.

We recommend that this extension be placed on Council's agenda for approval at the next scheduled meeting on January 13, 2026.

COPY: Adam DuBose, Interim Chief Financial Officer  
Lee McIntyre, Director of Solid Waste Management