

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, January 13, 2004
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-359-8103 -- FAX 803-359-8101

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

- (1) Update of RFP for Banking Services and ATM - William Rowell, Treasurer **A**
- (2) Old Business/New Business
- (3) Adjournment

2:25 p.m. - 2:40 p.m. - Justice

- (1) Sheriff's Department - Chief Tim James, Assistant Sheriff and Interim Public Safety Director
 - (a) Continuation of the Automated Finger Identification System (AFIS) Grant **B**
 - (b) Continuation of the Multijurisdictional Forensic Drug Lab Grant **C**
 - (c) Continuation of the National Incident Based Reporting System (NIBRS) Grant **D**
 - (d) Continuation of the Narcotic Multijurisdictional Task Force Grant **E**
- (2) Old Business/New Business
- (3) Adjournment

2:40 p.m. - 3:00 p.m. - Public Works

- (1) Legal Closing - Portion of Davis Hite Place - Public Works - John Fechtler, Director **F**
- (2) Radio Lane Extension - Railroad Conflicts - Public Works - John Fechtler, Director **G**
- (3) Old Business/New Business
- (4) Adjournment

3:00 p.m. - 3:30 p.m. - Economic Development

- (1) Lexington County Industrial Park - Mr. Kevin Werner and Mr. Lloyd Kapp
- (2) Old Business/New Business
- (3) Adjournment

3:30 p.m. - 4:15 p.m. - Committee as a Whole

- (1) Classification and Compensation Plan Update - The Archer Company - Dr. Earnest Archer
- (2) Old Business/New Business
- (3) Adjournment

Planning & Administration

B. Rucker, Chairman
J. Jeffcoat, V Chairman
J. Carrigg, Jr.
B. Derrick
T. Cullum
S. Davis

Justice

J. Carrigg, Jr., Chairman
J. Jeffcoat, V Chairman
J. Wilkerson
J. Owens
B. Keisler
S. Davis

Public Works

B. Derrick, Chairman
J. Owens, V Chairman
J. Wilkerson
T. Cullum
B. Keisler
S. Davis

Economic Development

J. Jeffcoat, Chairman
B. Rucker, V Chairman
B. Derrick
J. Carrigg, Jr.
T. Cullum
S. Davis

Committee as a Whole

S. Davis, Chairman
J. Carrigg, Jr., V Chairman
B. Derrick
B. Rucker
J. Jeffcoat
T. Cullum
B. Keisler
J. Owens
J. Wilkerson

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, January 13, 2004
Second Floor - Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-359-8103 FAX - 803-359-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

Election of Officers
Chairman
Vice Chairman
Appointment of Parliamentarian

Employee Recognition - Art Brooks, County Administrator

Resolutions **H**
(1) Deputy Charles Jordan
(2) Master Deputy Steve Collins
(3) Lieutenant George Brothers
(4) Detective Jonathan Gabert

Lexington County Recreation and Aging Commission - Designation for Lexington County Recreation and Aging Commission to Provide Transportation to Particular Sectors of the Elderly and/or Persons With Disabilities - Jay Criscione, Executive Director **I**

Central Midlands Council of Governments - Amendment to Central Midlands Council of Governments Creating Agreement **J**

Appointments **K**

Bids/Purchases/RFPs

(1) Construction of EMS Headquarters Facility - Public Safety/EMS **L**
(2) Personal Dosimeters - Sole Source - Public Safety/Emergency Preparedness/Communications . **M**

- (3) Clothing for Patrol Personnel - Term Contract - Sheriff's Department N
- (4) Ammunition - Sheriff's Department O
- (5) Motorola 800 MHZ Radios and Supplies - Sheriff's Department P
- (6) Request for Approval to Utilize Competitive Sealed Proposal Process for Jail Health Care
Service and Food Service Contracts - Sheriff's Department Q

Chairman's Report

Administrator's Report

- (1) Campus Plan Update; Phase II - Renovations of Existing Administration Building R

Budget Amendment Resolutions

- Approval of Minutes** - Meetings of November 18 and December 9, 2003 S

Ordinances

- (1) Ordinance 03-13 - American Fiber & Finishing, Inc. - Multi-County Park Agreement
- 2nd Reading T
- (2) Ordinance 03-14 - Project Pet - Bower Parkway - 2nd Reading (Tentative Public
Hearing 02/10/04)

Zoning Amendments

- (1) Zoning Map Amendment M03-05 - Portions of Counts Ferry Road, Rocky Cove Road,
& Quail Trail - 2nd Reading U
- (2) Zoning Map Amendment M03-06 - 6172 Bush River Road - 2nd Reading V

Committee Reports

Planning & Administration, B. Rucker, Chairman

- (1) Revised Driver Record Policy W
- (2) Review of Zoning Ordinance Section 25.40 -Temporary Signs X

Justice, J. Carrigg, Chairman

- (1) Continuation of the Automated Finger Identification System (AFIS) Grant (Tab B)
- (2) Continuation of the Multijurisdictional Forensic Drug Lab Grant (Tab C)
- (3) Continuation of the National Incident Based Reporting System (NIBRS) Grant (Tab D)
- (4) Continuation of the Narcotic Multijurisdictional Task Force Grant (Tab E)

Public Works, B. Derrick, Chairman

- (1) SCDOT Bid on Cannon Road Y
- (2) Legal Closing - Portion of Davis Hite Place **(Tab F)**

Presentations

- (1) Mr. Bud Tibshrary, Chairman, Greater Columbia Community Council and Mr. Preston Winkler, Executive Director, Greater Columbia Community Council
- (2) Mr. Jim Headley, Executive Director of S.C. Recreation and Parks Association (SCRPA) - Agency of the Year: Irmo-Chapin Parks and Recreation Commission and Lexington County Recreation and Aging Commission
- (3) Ms. Sandra Webb, P.O. Box 1318, Lexington, SC 29071 - Sign Ordinance - Specifically Banners

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT



County of Lexington
OFFICE OF THE TREASURER

212 South Lake Drive
Lexington, South Carolina 29072

William O. "Bill" Rowell
County Treasurer

Tel. (803) 359-8217
Fax (803) 359-0023

December 29, 2003

Dear Ladies / Gentlemen:

Lexington County is issuing the attached RFP (Request for Proposal) with the intention of having the banking services start at the beginning of the fiscal year July 1, 2004.

We have outlined the current services that are being used and we expect that you will pay specific attention to those. If there are any additional appropriate banking services you feel would be of benefit to the county, please indicate those with the accompanying fee schedule separately.

We have scheduled a mandatory pre-proposal conference for 10:00 a.m. on January 15, 2004 in the sixth floor conference room of the County Administration Building, for all county participants and all interested financial institutions to meet and answer any questions you may have regarding this RFP.

All financial institution interested in presenting a proposal should do so by using the attached format and instructions by 5:00 p.m., Friday, January 30, 2004.

Respectfully,

William O. Rowell, "Bill"

William O. "Bill" Rowell
Treasurer and Tax Collector

I. INTRODUCTION

1.00 PURPOSE / CURRENT STATUS

The County of Lexington is requesting proposals from qualified banks interested in providing general banking services related to the collection and disbursement of funds for the County.

Currently, approximately seven county departments use a variety of banking services for the collection and disbursement of funds utilizing a total of approximately 43 separate demand accounts.

<u>Department</u>	<u>Number of Accounts</u>
Treasurer	5
Finance	3
Clerk of Court	4*
Register of Deeds	1
Sheriff	10
Magistrates	19
Library	1

* Does not include accounts established for specific court cases, which currently number Sixty-four.

The majority of the relationship activity takes place in the demand accounts operated and maintained by the following county departments: Treasurer, Finance, Clerk of Court, Sheriff and Magistrates. The services used by these departments include, but are not limited to, general deposit and disbursement services, controlled disbursement (positive pay), wire transfer services, ACH services, reconciliation services, retail lockbox services, information services and online services.

2.0 OBJECTIVES OF THE RFP

The objective of requesting proposals is for the County to determine which bank can offer the highest quality of service at the most reasonable cost. Furthermore, it is the desire of the County to consolidate all bank accounts in the name of the County of Lexington, in the custody of the Treasurer or any other officer, held in either an operating or fiduciary capacity, under a single banking relationship with one financial institution.

II. ADMINISTRATIVE RULES FOR THE RFP

1.00 *ADDITIONAL INFORMATION INQUIRIES*

1.01 All inquiries concerning this RFP should be directed to:

Donna J. Harris, CPPB
Procurement Officer
(803) 359-8319 Fax (803) 359-2240

2.00 *RECEIPT OF PROPOSALS / BOND REQUIREMENTS*

2.01 Proposals are to be submitted no later than **January 30, 2004 by 5:00 p.m.**, in the County Procurement Services Office, 5th Floor County Administration Building, 212 South Lake Drive, Lexington, South Carolina 29072, at which time respondents to this request will be publicly identified. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal, prices will not be divulged at the time of opening.

Any proposals received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of proposals which are mailed.

2.02 **SECURITY BOND:** The Offeror shall enclose with the proposal submitted, bid security in the form of a bid bond executed by the Offeror and a qualified surety or a certified or cashier's check on any national or state bank in the amount of ten thousand dollars (\$10,000) made payable to the County of Lexington. Such bid security shall serve as a guarantee that the Offeror will not withdraw from the competition after opening the bids and, in the event the contract is awarded to the Offeror, he will, within ten (10) days after receipt of written notification of award by the County, furnish the required performance bond. Bid bonds or certified checks will be held by the County until the successful Offeror is selected. Within 48 hours after selection, security bonds or checks belonging to all but the successful Offeror will be returned. The security bond or check belonging to the successful Offeror will be held pending receipt of the required performance bond, certificates and insurance as stipulated in the specifications. If the successful Offeror should fail to comply with these provisions within ten (10) days after receipt of written notification of award by the County, the security bond or check shall become the property of the County as liquidated damages. If, however, the successful Offeror furnishes the County within the required time, the required performance bond, prescribed insurance policies, and evidence that it has all necessary Federal, State, and local licenses and permits needed for the requirements of this solicitation, the bid bond or check will be returned.

2.03 **PERFORMANCE SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total annual cost of the contract. The Performance Bond shall be renewed annually thereafter within ninety (90) days of the anniversary date of the contract in the amount of the current contract cost. Failure to renew a performance bond will result in termination of the contract.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Certified Check will be retained by Lexington County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC.

3.00 WITHDRAWAL OF PROPOSALS

3.01 A Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Procurement Manager, 212 South Lake Drive, Lexington SC 29072. When received, said proposal surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

4.00 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference and tour of the facilities will be conducted on **January 15, 2004 at 10:00 a.m. at the Lexington County Administration Building, 212 South Lake Drive, Lexington, South Carolina 29072, 6th floor Conference Room.** At the time of the conference, attendees can raise questions or make comments regarding this Request for Proposal. All prospective Offerors are required to attend. Any addenda or revisions resulting from the Pre-Proposal Conference shall be developed as expeditiously as possible and forwarded to all attendees who were at the Pre-Proposal Conference. It is solely the Offeror's responsibility to ensure that any and all addenda resulting from the Pre-Proposal Conference are received by the Offerors. Offerors requiring additional information concerning the Pre-Proposal Conference or the RFP should contact Donna J. Harris, Procurement Officer at 803-359-8319. Addenda must be acknowledged on the appropriate forms. Failure to do so may result in the rejection of the bid. All requests for information must be made in writing. The County is not responsible for verbal representations.

It is the responsibility of the bidder to email our office at dharris@lex-com to be registered as a potential bidder to receive any subsequent amendments. Questions may be submitted using the enclosed form. Deadline for questions is **January 15, 2004** by 5:00 p.m.

5.00 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an Offeror find discrepancies, ambiguities, or omissions in RFP, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the Procurement Manager no later than the date indicated on the request for written questions form located at the end of this document.

- 6.00 Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of the request for proposal.
- 7.00 No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the County.
- 8.00 If the Offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signor's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signor's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Offeror is doing business. In any case, the proposal shall show the current business address of the Offeror which is to be used for receiving communications from the County.

9.00 ***DISQUALIFICATIONS OF OFFERORS***

- 9.01 More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

10.00 ***CORRECTIONS MADE BY OFFEROR***

- 10.01 Offerors are cautioned not to obliterate, erase, or strikeover any ***printed material*** as set forth in this Request for Proposal. In quoting prices, wherever Offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

11.00 ***EVALUATION OF PROPOSALS***

- 11.01 In evaluating the proposals, the County of Lexington/Lexington County Treasurer reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.
- 11.02 Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.

11.03 During the review process, the advisory panel for the County of Lexington/Lexington County Treasurer shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.

11.04 The County of Lexington/Lexington County Treasurer reserves the right to contact a offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.

11.05 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

12.00 *EVALUATION CRITERIA*

12.01 The County of Lexington/Lexington County Treasurer intends to award a contract resulting from this request for proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration price and other evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. The County of Lexington/Lexington County Treasurer shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

12.02 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:

- A. Cost of proposed banking services
- B. The degree to which the County's requirements and needs will be met.
- C. Quality of response
 - a. Offeror's understanding of the County's/Treasurer's requirements.
 - b. Offeror's ability to clearly describe how their proposed program will meet the requirements of the County.
- D. Corporate capability
 - a. Financial stability as determined by review of the audited financial statements. Each offeror must submit a current financial statement, including balance sheets and profit and loss statements audited by an independent certified public accountant covering the last two fiscal years.
 - b. Ability to start up and manage the proposed program. Offer must prove its ability to start up the program in the required time as outlined in the Request for Proposal. Offeror must demonstrate the specific

organizational staff and structure, as well as outline the specific phasing in of their proposal to accomplish start up and continuing management of the proposed program.

- E. References: References will be contacted and rated based upon their satisfaction of services provided. Maximum points will be awarded if references:
- a. Had Offeror for one full year of demonstrated satisfactory service at their facility;
 - b. Have renewed or extended their original contract with Offeror beyond the initial term and conditions of contract.

13.00 BASIS FOR AWARD

13.01 An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the County of Lexington/Lexington County Treasurer will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP. **BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS TAXES TO THE COUNTY OF LEXINGTON.**

13.02 An advisory committee has been established to assist the County of Lexington/Lexington County Treasurer in order to review and evaluate all proposals submitted in response to this Request for Proposal. The advisory committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

13.03 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by a representative of the advisory committee to make oral presentations to the Committee. This committee will then conduct a final evaluation of the offerors. The Advisory Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Advisory Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the County of Lexington/Lexington County Treasurer. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Advisory Committee will make appropriate recommendation to the County of Lexington/Lexington County Treasurer prior to actual award of contract.

14.00 ORAL PRESENTATIONS

14.01 Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

14.02 Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Procurement Manager, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

15.00 *CONTRACTING*

15.01 Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence supporting documents and completed forms, shall become part of the contract. All written communications between the County and the successful offeror after the proposal opening may also be incorporated into the contract.

16.00 *AMENDMENTS*

16.01 All amendments to and interpretations of this solicitation shall be in writing. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

17.00 *COUNTY RESPONSIBILITY TO PROPOSAL*

17.01 This Solicitation does not commit Lexington County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

18.00 *TERMINOLOGY*

18.01 The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

19.00 *PROHIBITION OF GRATUITIES*

19.01 Section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote,

opinion or judgement as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgement shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220". Gratuities in any form are strictly prohibited.

20.00 PROPRIETARY/CONFIDENTIAL INFORMATION

20.01 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

20.02 All offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

20.03 Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

20.04 MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

21.00 OWNERSHIP OF MATERIAL

21.01 All Proposals submitted in response to this document become the property of the County of Lexington. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of

award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

22.00 DISCUSSIONS/NEGOTIATIONS

22.01 By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the County of Lexington or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the RFP without prior approval of the Procurement Manager.

23.00 MINIMUM QUALIFICATIONS:

To be considered for selection, proposing banks must have at least the following qualifications.

23.00.1. Be a federally or State of South Carolina chartered financial institution.

Meet requirements: yes ___ / no ___

Explain deviation: _____

23.00.2. Be a member of the Federal Reserve System and have access to all services.

Meet requirements: yes ___ / no ___

Explain deviation: _____

23.00.3. Be a participant and originator in the Automated Clearinghouse System.

Meet requirements: yes ___ / no ___

Explain deviation: _____

23.00.4. Maintain a full-service branch within a close proximity to the County Administration Building and have a sufficient number of branches within the County to provide access to the various County Departments (provide map of all locations within Lexington County).

Meet requirements: yes ___ / no ___

Explain deviation: _____

23.00.5. Be able to provide a local address for remittance of property tax payments to be processed by a retail or wholesale lockbox service.

Meet requirements: yes ___ / no ___

Explain deviation: _____

23.00.6. Be able to provide an automated teller machine for the lobby of the County Administration Building, *at no additional cost to the County.*

Meet requirements: yes ___ / no ___

Explain deviation: _____

23.00.7. Be able to implement the terms of any contract resulting from this RFP by July 1, 2004.

Meet requirements: yes ___ / no ___

Explain deviation: _____

23.01 The County of Lexington / Lexington County Treasurer reserves the right to determine whether Offerors have the minimum qualifications to conduct the requirements of this solicitation. The determination by the County of Lexington / Lexington County Treasurer concerning Offeror qualifications shall be final.

24.00 NOTIFICATION OF INTENT OR STATEMENT OF AWARD:

24.01 Intent to Award and/or Statement of Award will be publicly posted in the County Administration Building lobby, and will be posted on the Lexington County web site at www.lex-co.com.

25.00 RIGHT TO PROTEST:

25.01 Any prospective offeror or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Requests for Proposals or other solicitation documents,

whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual offeror or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.

- 25.02. **Protest Procedure.** A protest shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

III. CONTRACTUAL REQUIREMENTS

- 1.00 **TERM OF CONTRACT / OPTION TO EXTEND:** The term of this contract shall be for a period of three (3) years from the effective date of the contract. The County may extend the contract if it appears to be in the best interest of the County of Lexington/Lexington County Treasurer. Said extension may be less than, but will not exceed two (2) additional one year periods. Contract prices shall remain firm for the initial term of the contract (three years).

- 1.01 **CONTRACT ADJUSTMENTS:** Should an extension be requested, written requests for increase in contract costs may be submitted in writing to the County of Lexington sixty (60) days prior to the end of the current contract period (initial contract period is defined as three years). These requests shall be forwarded by registered mail to ensure delivery. The County reserves the right to accept or decline any requested increase in cost. Request for increase cost shall be accompanied by supportive documentation.

Any change in contract cost will be effective in an amount equivalent to the percentage increase for the previous calendar year (Dec-Dec), using the Consumer Price Index (CPI-U, South Region, All items), as published by the U.S. Department of Labor, Bureau of Labor Statistics.

The County will accept or decline the requests for a contract increase, in written form, within thirty (30) days following the date of the request. No increase shall be effective until approved in writing by the Procurement Manager.

2..00 **TERMINATION**

- 2.01 **For Cause:** In the event of material breach by Contractor, County shall give written notice specifying the material breach. County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the County would be regarded by the County as a material breach. Upon receipt of such notice, if Contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County shall have the right to terminate unilaterally and immediately services hereunder without further notice. County reserves the right to purchase any and all services or other items thereafter in the open market, charging the Contractor with any additional costs. Should such charge be assessed, no subsequent bids or proposals of the defaulting contractor will be considered or purchase orders issued until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than

that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County or scheduled for delivery to County relating to performance hereunder shall become the property of County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

- 2.02 *Non-Appropriation*: If the Lexington County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Any termination for non-appropriations shall not prohibit the County from obtaining services from another source or in another manner which is in the best interest of the County.

3.00 ***OFFEROR RESPONSIBILITY***

- 3.01 The Contractor shall provide all of the proposed work and services as finally agreed upon and accepted by the County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

4.00 ***AFFIRMATIVE ACTION***

- 4.01 The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

5.00 ***SC LAW CLAUSE***

- 5.01 Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Lexington, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

6.00 ***COMPLIANCE WITH LAWS***

- 6.01 The Contractor shall keep fully informed of all existing and future State and Federal Laws

and Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Procurement Manager, in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

7.00 INDEMNIFICATION

7.01 The Contractor and any of its Subcontractors shall indemnify, defend, hold harmless and reimburse the County, its agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the Contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the Contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

7.02 The County shall promptly notify the Contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The Contractor upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending its own interest.

8.00 EQUAL EMPLOYMENT OPPORTUNITY

8.01 Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

9.00 **SOUTH CAROLINA SALES TAX:** By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.

10.00 GOVERNING LAW

10.01 Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute

between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Lexington County.

11.00 ATTORNEY FEES

11.01 In the event that the County is required to enforce any provision of this agreement or to compel performance or recovery for any breach of any stipulation, covenant, term or condition of this agreement, County would be entitled to reasonable attorney fees. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

12.00 ASSIGNMENT AND MODIFICATION

12.01 The contract resulting from this RFP shall be binding upon the Contractor, its successors, and assigns. This contract shall be binding upon the County Treasurer in accordance with its terms and conditions. Contract shall not be assigned by Contractor without the express written consent of the County, such consent to be within the sole discretion of the County. Any change in majority ownership or operational control of Contractor shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

12.02 No agreement to modify the formal contract shall be binding on the part of the County unless such modification is reduced to writing and executed by an authorized agent of the County.

13.00 FORCE MAJEURE

13.01 The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of; God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

14.00 SUBCONTRACTING

14.01 If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

15.00 INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES

15.01 Any contract for legal or consultant services entered into by the county shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the County under the contract must be refunded to the County along with a twelve (12) percent penalty.

16.00 DRUG-FREE WORKPLACE

16.01 (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the County your compliance.

17.00 PAYMENT TERMS

17.01 The County shall have the option, per Department, of compensating the bank in any of the three (3) ways listed:

- a) Compensating balances
- b) Non-interest bearing CD, or
- c) Direct fees

Each responding bank shall provide a fee structure for each type of arrangement. An earnings credit rate shall be used in the calculation of the compensating balances. The bank shall provide a detailed written explanation of how the earnings rate is calculated.

The compensation arrangement may not be the same for all accounts and departments within the County.

IV. SPECIAL PROVISIONS

1.00 CHANGES

1.01 No services for which an additional cost or fee will be charged by the Contractor will be furnished without the prior written authorization of the County of Lexington/Treasurer.

2.00 INSURANCE

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

<u>Schedule</u>	<u>Limit</u>
WORKERS COMPENSATION As required by the State of South Carolina.	Statutory
 COMPREHENSIVE GENERAL LIABILITY	
Premises Operations	\$1,000,000 Single Limit
Contractual Liability	
Independent Contractors	
Personal Injury	
Products - Completed Operations	
 PROFESSIONAL LIABILITY	 \$1,000,000/\$3,000,000
 AUTOMOBILE LIABILITY	
All Owned, Non-Owned, and Hired	\$ 500,000 Combined

- 2.02** The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the Contractor's insurance as outlined above.
- 2.03** The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 2.04** Contractors insurance coverage shall be primary insurance as respects the County of Lexington, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Lexington shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:
- Other Insurance:* This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on an other basis.
- 2.05** Each insurance required by the County of Lexington shall be endorsed to state that coverage

shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.

2.06 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

2.07 All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.

2.08 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".

3.00 ***SOCIAL SECURITY***

3.01 The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, Unemployment Insurance, or Old Age Retirement Benefits, Pensions, or Annuities now or hereafter imposed under any State or Federal Law which are measured by the wages, salaries, or other compensation paid to persons employed by the Contractor or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized State and Federal Officials; and said Contractor also agrees to indemnify and save harmless the County from any such contributions of taxes or liability hereof.

4.00 ***WORKER'S COMPENSATION COVERAGE***

4.01 The Contractor shall comply with the State law known as the Worker's Compensation Act. The Contractor shall maintain such insurance as will protect both Contractor and the County from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by the Contractor or anyone directly or indirectly employed in the work.

V. SCOPE OF WORK & SERVICES TO BE PROVIDED

1.00 **SCOPE OF WORK**

The services required to accommodate the County's current and anticipated banking needs are extensive, and vary among departments and accounts. As previously stated in the introduction, the County intends for the scope of this RFP to encompass all bank accounts in the name of the County of Lexington. Also previously stated, the primary users of banking services within the County are the Treasurer, the Finance Department, the Clerk of Court,

the Magistrates and the Sheriff's Department. In addition to these departments, the Library and the Register of Deeds each maintain one checking account.

1.01 TREASURER

- 1) General Fund Account – a concentration account used for the custody of the County's operating funds.
- 2) SC Tax Holding Account – a clearing account for property tax receipts. Collections are deposited daily, and then disbursed to the General Fund Account or the Debt Service Fund Account either monthly or semi-monthly.
- 3) Debt Service Fund Account – used for the custody and disbursement of funds collected by the Treasurer for the purpose of servicing the outstanding debt of the County and other agencies for which the Treasurer acts as paying agent.
- 4) Property Tax Sale Account – used for the custody of funds collected from the sale of property due to failure to pay property taxes.
- 5) Firemans 1% Fund Account – used for the custody and disbursement of the money collected from insurance companies for the benefit of the Fire Districts.

See Exhibit 1 for an analysis of the type and volume of services used by the Treasurer.

1.02 FINANCE DEPARTMENT

- 1) Payroll Account – used for the mandatory direct deposit of employee salaries on a bi-weekly basis.
- 2) Operating Account – used for the disbursement of funds for the County's general operations.
- 3) Insurance Account – used for the disbursement of payments related to the County's employee health insurance plan.

See Exhibit 2 for an analysis of the type and volume of services used by the Finance Department.

1.03 CLERK OF COURT

- 1) Bond Account
- 2) Trust Account
- 3) Family Court Audit Department Account
- 4) Jury Account
- 5) 64 separate escrow accounts established for specific court cases

Because the Treasurer's Office staff that prepared this RFP is not as familiar with these accounts as the accounts in the Treasurer's Office and the Finance Dept., a description cannot be provided. However, please see Exhibit 3 for an analysis of the type and volume of services used by the Clerk of Court in the Bond Account, the Trust Account and the Family Court Audit Department Account. Analysis is not available on the Jury Account or the escrow accounts. A representative from the Clerk of Court's Office will be available at the mandatory pre-proposal conference to provide more information and answer questions.

1.04 MAGISTRATES

Magistrate Court Services currently maintains nineteen checking accounts. The Treasurer's Office staff that prepared this RFP is unfamiliar with these accounts and cannot provide descriptions. However, Exhibit 4 provides an analysis of the type and volume of services associated with these accounts. A representative from the Magistrate Court's Office will be available at the mandatory pre-proposal conference to provide more information and answer questions.

1.05 SHERIFF'S DEPARTMENT

The Sheriff's Department operates 10 checking accounts. The Treasurer's Office staff is not familiar with these accounts, and unfortunately, no account analysis was available to include in the RFP. At least two of these accounts have features not associated with other accounts in the name of the County. One of the accounts utilizes positive pay controlled disbursements, and another requires ATM accessibility. Once again, a representative from the Sheriff's Department should be available at the mandatory pre-proposal conference to provide additional information.

1.06 REGISTER OF DEEDS

1.07 LIBRARY

Analysis is not available on these accounts, but they are basic checking accounts with general deposit and check writing services. The library account receives deposits from library branches when they collect overdue book fines and payment for lost or destroyed books. Checks are written to refund payments when a book is returned that was previously reported lost or destroyed.

2.00 SERVICES TO BE PROVIDED

The following is a list of services that one or more departments currently use in one or more accounts. For information on the volume and type of services that apply to specific accounts or departments, please refer back to Exhibits 1 through 4.

2.01 GENERAL DEPOSIT AND DISBURSEMENT SERVICES

These services, comprised of the deposit and disbursement of checks, coin & currency and other paper items, are required for all accounts covered under this RFP. Also, the Sheriff's Department currently has one account with controlled disbursements via positive pay. Please indicate whether you offer controlled disbursements and describe your service, including any associated costs.

2.02 WIRE TRANSFER SERVICES

Wire transfer services are mainly used by the Treasurer's Office, although other departments may occasionally receive or send wires. The Treasurer's Office prefers to initiate wires through an online banking service using repetitive wires when possible. Please describe your options for wire transfer services and enclose a copy of a wire service agreement if you have one.

2.03 ACH SERVICES

The Treasurer, the Finance Department and the Clerk of Court use ACH Services. The Treasurer mainly receives ACH transactions, but the Finance Department and the Clerk of Court originate ACH files and transactions. Please describe in detail your ACH Services, particularly in respect to the direct deposit of employee paychecks. Other departments may be interested in considering the benefits of ACH originated transactions in the future.

2.04 RECONCILIATION SERVICES

The Treasurer, Finance, and the Clerk of Court use some type of account reconciliation service. Services currently being used are shown in the account analysis statements. These departments wish to continue with the service that they are currently receiving, although some may desire to change the level of service they are receiving in the future. Please describe the reconciliation services that your bank offers, including pricing.

2.05 LOCKBOX SERVICES

The Treasurer's Office utilizes a retail lockbox service during the months of November through February to handle the surge in the volume of property tax payments during this period. The bank for the remittance of payments to the lockbox service must provide a local address. Please describe your lockbox capabilities to include pricing.

2.06 INFORMATION SERVICES

The Treasurer receives daily online account information reporting. It is important that this information be available no later than 8:00 a.m. EST. The Treasurer requires the reporting of previous day summary and detail activity. Please provide an example of the types of information reporting you have available with pricing included.

2.07 ONLINE SERVICES

The Treasurer and the Clerk of Court use online services for many of the types of services already discussed in this RFP. Examples of online services used include information reporting, wire transfers, stop payments, account transfers. The Finance Department would like to begin using online services for stop payments and possibly account transfers. Please describe the online services offered by your bank and include pricing information.

2.08 OTHER SERVICES

There are many other services too detailed to mention that are customarily provided to corporations and governmental entities. The County in reviewing the information provided in the proposal will also generally assess these services. The County reserves the right to add other services, at a reasonable cost, during the term of the contract.

2.09 SERVICES NOT INCLUDED

The services covered by this RFP relate primarily to collections and disbursements.

Investments and investment services, other than cash management, are not included and will continue to be directed by the County Treasurer. However, any cash management strategies or investment opportunities that may benefit the County would be appreciated and given comprehensive consideration for applicability.

VI. PROPOSAL PRESENTATION

1.00 ***DELIVERY OF PROPOSALS***

1.01 Nine (9) copies of the proposals shall be delivered or mailed in a sealed envelope addressed to Procurement Services, County Administration Building, 212 South Lake Drive, Lexington SC 29072 prior to the specified date and time. ***Proposals submitted must show the proposal number on the outside of the package.*** Of the copies submitted, each copy shall be numbered (#1 - #9), 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.

1.02 All proposals should be concise and clear, and should convey all of the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

1.03 Each copy of the Proposal should be bound in a single volume where practical. All Offerors must submit their responses in the form of a "Technical Proposal" and "Cost Proposal". The "Cost Proposal" must be submitted under separate cover. Both the "Technical Proposal" and the "Cost Proposal" must be clearly labeled.

1.04 There is no intent to limit the contents of proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. *If your proposal includes any information or materials other than the information requested in the Request for Proposals, you are to include this information as a separate appendix to your proposal.*

1.05 The County of Lexington reserves the right to reject any or all proposals in whole or in part.

2.00 ***ORDER OF PRESENTATION - TECHNICAL PROPOSAL***

2.01 It is requested that the following section headings with dividers be used in offeror responses to this RFP:

- Statement of Qualifications
- References
- Personnel
- Understanding of the Project
- Treatment of the Issues
- RFP Forms
- Appendix

2.02 STATEMENT OF QUALIFICATIONS

- 2.02.1 Each offeror must demonstrate its firm's competence, qualifications, and ability to perform the services requested in this RFP.
- 2.02.2 Must be licensed to do business in the State of South Carolina.
- 2.02.3 Substantial compliance with the Request for Proposals content and format.
- 2.02.4 Provide a current financial statement, including balance sheets and profit and loss statements covering the last two fiscal years.
- 2.02.5 Certification from the Offeror that he has the ability to commence full operations within 30 days after notification of award.

2.03 REFERENCES

- 2.03.1 Provide listing of all agencies at which the Offeror has or has had a valid contract for similar services at any time during the five (5) year period immediately preceding date of this request, including the following information for each facility.
 - (1) Name of facility.
 - (2) The term of the Offeror's contract.
 - (3) The name and telephone number of the manager at such facility who can be contacted regarding the Offeror's performance. Offeror may attach letters from such facility managers with comments regarding Offeror's performance and reputation at those facilities.
 - (4) Any performance evaluations that may have been conducted.

2.04 PERSONNEL

Offeror must identify in this section, each member of its staff who will participate in the banking relationship and the nature and scope of that person's responsibilities and duties. Resumes of staff are required which will indicate education, background and recent relevant experience. Current telephone numbers must be included. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion. Inexperienced personnel may not be proposed. The designated account executives must have the authority to make timely decisions in the normal course of business on their own.

The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without prior notification to the County. All requested substitutes must be submitted in writing, together with resumes, for review. All replacements must be of equal or superior stature.

The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.

2.05 UNDERSTANDING OF THE PROJECT

In this section, the offeror shall discuss the requirements, item by item, as outlined in section five, Scope of Work. Provide a description of the offeror's approach, technique and procedures to accomplish the scope of services identified and required by this document.

2.06 TREATMENT OF ISSUES

Provide certification that Offeror has the ability to commence full operations within thirty (30) days after notification of award. In this section offerors also may comment, if deemed appropriate, on any of the issues within the Request for Proposals, including suggestions on possible alternative approaches.

2.07 RFP FORMS

This section should include signed copies of the following RFP forms:

Non-Collusion Affidavit

Certificate of Familiarity

Acknowledgment of addendums as applicable

2.08 APPENDIX

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

3.00 COST PROPOSAL

The offeror must submit a cost proposal in a separate binder. The proposed cost should be based on the assumptions and requirements described in the request for proposal and should include all cost, except where noted otherwise. The proposed cost of services listed in Exhibits 1 through 4 must be completed as requested on their form.

Cost shall be firm for the first term of three years. This may be provided as the same cost for years 1, 2 & 3, or you may spell out the monthly cost for years 1, 2 & 3. At year 4, the contract cost may be adjusted in accordance with any increase/decrease in the CPI as previously outlined in this request for proposal.

VII. CALENDAR OF EVENTS

RFP AVAILABLE TO VENDORS **December 29, 2003**

ADVERTISEMENT IN SCBO PUBLICATION .. **December 30, 2003 & January 2, 2004**
(South Carolina Business Opportunity)

MANDATORY PRE-PROPOSAL CONFERENCE **January 15, 2004**

10:00 a.m.

Lexington County Administration Building

212 South Lake Drive

Lexington, South Carolina 29072

Questions raised at the pre-proposal conference requiring written response, must be submitted in writing on the day of the conference. Please use enclosed form. Responses to all requests will be mailed to all attendees.

DEADLINE FOR ADDITIONAL WRITTEN INQUIRIES **January 15, 2004**

Fax to the Procurement Officer 803-359-2240

Or email dharris@lex-co.com

WRITTEN RESPONSES TO VENDORS **January 20, 2004**

Responses will be prepared and distributed to all vendors represented at the pre-proposal conference.

Responses will be made by fax if possible.

DEADLINE FOR RECEIPT OF PROPOSALS **January 30, 2004**

5:00 p.m.

Lexington County Procurement Office

212 South Lake Drive, 4th Fl County Administration Building

Lexington SC 29072

EVALUATION COMMITTEE MEETING **February 2, 2004**

EVALUATION COMMITTEE MEETING **February 13, 2004**

SCHEDULED INTERVIEWS & FINAL EVALUATION **February 17, 2004**

PRESENT TO COUNTY COUNCIL **February 24, 2004**

ANTICIPATED CONTRACT START TIME **July 1, 2004**

VIII. ATTACHMENTS

NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal price of any other Offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Lexington or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature _____

Printed Name _____

Subscribed and sworn to before
me this ____ day of _____, 20__

Company _____

Authorized Signature _____

Notary Public

Printed Name _____

Commission Expires _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. ***By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered
with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Remittance Address

E-Mail Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

DOES YOUR FIRM OWE THE COUNTY OF LEXINGTON ANY DELINQUENT BUSINESS TAXES ?

___ YES/ ___ NO

TO: DONNA J. HARRIS, PROCUREMENT OFFICER
FAX: 803-359-2240 or Email your questions to DHarris@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
RFP NO. P04002-01/30/04H
Banking Services

Deadline for submitting questions January 15, 2004 by 5:00 p. m.

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

SOLICITATION #: P04002-01/30/04H
PROCUREMENT: Banking Services

"NO BID" RESPONSE FORM

To submit a **"No Bid"** response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Lexington County's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your **"No Bid"** response --

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone / Fax

	Estimated Annual Volume					Total Estimated Volume	Bank To Complete	
	General Fund	SC Tax Holding Fund	Debt Service Fund	Property Tax Sales Acct	Firemans % Fund		Charge Per Item	Annual Service Charges
Average Balance Section:								
Average Balance	4,168,693	5,477,821	845,623	519,874	279,820	11,291,831		
Less: Average Float	139,330	1,035,332	15,578	15,272	1,030	1,206,543		
Average Collected Balance	4,029,362	4,442,489	830,044	504,602	278,790	10,085,286		
Less: Required Reserves	402,936	448,632	83,004	50,460	27,878	1,012,909		
Average Available Balance	3,626,426	4,037,689	747,039	454,141	242,577	9,107,873		
General Banking Services:								
Maintenance Fee	12	12	12	12	12	60		
Stop Payments	0	0	0	0	0	0		
Deposits & Other Credits	392	596	81	258	1	1,328		
Other Deposits	74	385	0	0	0	459		
Items Deposited-On Us	16,858	49,169	8	155	0	66,190		
Items Deposited-In State	44,939	149,756	54	521	2	195,272		
Items Deposited-Other	18,796	15,325	0	354	0	34,475		
Checks Paid & Other Debits	959	7,060	48	503	40	8,610		
Check Paid - Reject	1	15	0	0	0	16		
Other Debits	3	11	0	0	0	14		
Telephone Transfer Debit	0	0	0	0	0	0		
In-Branch Transfer Credit	0	0	0	0	0	0		
In-Branch Transfer Debit	0	0	0	0	0	0		
Returned Deposit Item	136	0	3	0	0	3		
RDI Special Handling Maint	1	12	0	0	0	13		
Returned Deposit Item -Special	0	1,490	0	1	0	1,491		
RDI Special Handling - Reclear	0	900	0	1	0	901		
Check Charges	4	1	0	1	0	6		
Coin & Currency Deposited	816,308	6,896,217	0	401,405	0	8,113,930		
Research Fees	0	2	0	0	0	2		
Deposit Corrections	1	0	0	0	0	1		
CPA Confirmations	0	1	0	0	0	1		
Wire Transfer Services:								
Incoming Wire	45	13	12	24	0	94		
Wire Transfer-Out	18	0	22	0	0	40		
Corporate Call Non Rep Wire	9	0	11	1	0	21		
Corp Call Repetitive Wire	9	12	0	0	0	21		
Phone Advice	45	13	12	24	0	94		
Letter Advice-Confirm	54	16	29	15	0	114		
ACH Services:								
ACH Received Credit	11	76	0	0	0	87		
ACH Received Debit	0	2	0	0	0	2		
FEDI Addenda	69	0	0	0	0	69		

General Fund	Estimated Annual Volume				Total Estimated Volume	Bank To Complete	
	SC Tax Holding Fund	Debt Service Fund	Property Tax Sales Acct	Firemans 1% Fund		Charge Per Item	Annual Service Charges
56	0	0	0	0	56		
12	12	11	12	0	47		
777	6,430	8	499	0	7,714		
0	2	0	0	0	2		
0	4	0	0	0	4		
0	95	0	0	0	95		
0	30,893	0	0	0	30,893		
0	0	0	0	0	0		
0	5,224	0	0	0	5,224		
0	4	0	0	0	4		
0	4	0	0	0	4		
0	4	0	0	0	4		
0	4	0	0	0	4		
0	5	0	0	0	5		
0	1,713	0	0	0	1,713		
0	24,951	0	0	0	24,951		
10	9	10	10	0	39		
0	1	1	0	0	2		
12	12	12	12	12	60		
1	0	0	0	0	1		
1	0	0	0	0	1		
261	0	0	0	0	261		
12	12	12	12	0	48		
2	0	0	0	0	2		
3	0	0	0	0	3		
3	0	0	0	0	3		
12	12	12	12	0	48		
30	0	0	0	0	30		
Total Annual Service Charges							

FEDI Statement

Reconciliation Services:

Serial Sort Recon Maintenance

Serial Sort Recon Items

International Services:

Checks Drawn on Canadian Banks

Lockbox Services:

RTL LBX Maintenance

RTL LBX Deposits

RTL LBX Full Items

RTL LBX Payments

RTL LBX Exceptions

RTL LBX Transmission

RTL LBX Deposit Report

RTL LBX Courier Pkg Delivery

RTL LBX Misc.

RTL LBX Partial Items

Retail Multiple Item

Information Services:

PC Wire Maintenance

PC Nonrepetitive Wire

CMOnline PD Acct Maint

CMOnline PD Bal History Report

CMOnline PD Summary Report

CMOnline PD Sum & Detail Rpt

CMOnline CD Acct Maint

CMOnline Wire Detail Report

CMOnline Acct Transfer Credit

CMOnline Acct Transfer Debit

CMOnline Stop Pay Maint

CMOnline Stop Payments

	Estimated Annual Volume			Total Estimated Volume	Bank To Complete	
	Payroll	Operating	Insurance		Charge Per Item	Annual Service Charges
Average Balance Section:						
Average Balance	674,236	771,398	367,145	1,812,779		
Less: Average Float	8	0	0	8		
Average Collected Balance	674,228	771,398	367,145	1,812,771		
Less: Required Reserves	67,423	77,140	36,715	181,277		
Average Available Balance	606,805	694,259	330,430	1,631,494		
General Banking Services:						
Maintenance Fee	12	12	12	36		
Stop Payments Fees	0	1	1	2		
Stop Payments	0	19	6	25		
Deposits & Other Credits	36	57	59	152		
Items Deposited-On Us	28	60	58	146		
Items Deposited-In State	3	0	0	3		
Items Deposited-Other	1	0	0	1		
Checks Paid & Other Debits	500	17,476	9,984	27,960		
Other Debits	78	0	0	78		
Acct Confirmation-Verification	0	1	0	1		
Wire Transfer Services:						
Wire Transfer-Out	1	0	0	1		
ACH Services:						
ACH Notification of Change	20	0	0	20		
ACH Transaction Reversal	2	0	0	2		
ACH Return Items	8	0	0	8		
ACH Originated Credits	29,671	0	0	29,671		
ACH Input - Transmission	25	0	0	25		
ACH Micro Maintenance	12	0	0	12		
Reconciliation Services:						
Serial Sort Recon Maintenance	0	12	12	24		
Serial Sort Recon Items	0	17,473	9,979	27,452		
Total Annual Service Charges						

**COUNTY OF LEXINGTON
SOUTH CAROLINA**

**REQUEST FOR PROPOSALS
NO. P04002-01/30/04H**

BANKING SERVICES

December 29, 2003

**DONNA J. HARRIS, CPPB
PROCUREMENT OFFICER
PROCUREMENT SERVICES
212 SOUTH LAKE DRIVE
LEXINGTON SC 29072**

Telephone 803-359-8319 / Fax 803-359-2240

dharris@lex-co.com

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- Non-Collusion Affidavit
- Certificate of Familiarity
- Form for Written Questions
- "NO BID" Response Form

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened.

DIRECT ALL INQUIRES TO:

 Donna J. Harris, CPPB
 Procurement Officer

BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS TAXES TO THE COUNTY OF LEXINGTON.

Sheriff

James R. Metts, Ed. D.



LEXINGTON COUNTY SHERIFF'S DEPARTMENT

LEXINGTON

JAN 06 RECD

FINANCE DEPT

TO: Evelyn Babbitt
County Finance Grant Manager

FROM: Nandalyn Heaitley
Sheriff's Department Grants Manager

RE: Continuation AFIS grant
Fund 2444 Renewal

DATE: December 31, 2003

The application for continuation of the Automated Finger Identification System grant is attached. The application includes funding requests for the training expenses for the AFIS Specialist to travel to the manufacturer for training required on the AFIS equipment. The Lexington County Sheriff's Department request is for Council approval to apply for the second year of funding. The second year funding cycle is July 1, 2004 to June 30, 2005 and the grant match is 25%.

The request for the Lexington County Sheriff's Department is:

Personnel	\$ 0
Travel and Training	\$ 3,600
Equipment	\$ 0
Other (Registration)	\$ 2,200

The total amount requested for LCSD is \$ 5,800 with a 25% match of \$ 1,450. The matching funds will be taken from the Sheriff's Department fiscal year budget 2004/2005.



A Nationally Accredited Law Enforcement Agency
P.O. Box 639/Lexington, South Carolina 29071 (803) 359-8230, Fax # (803) 359-1162



STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY

DRUG CONTROL SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION

Oct-99

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: _____ Award Date: _____
Prior Grant #1: _____ #2: _____ #3: _____
App#: _____ Federal ID No.: _____
Federal Fiscal Year: _____ Fund Year: _____ Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR--SEE INSTRUCTIONS

1. County #: 32
County Name: Lexington County

2. Grant Period:
Begin: 7/1/2004 End: 6/30/2005

3. Project Title: AFIS

4. Project Summary: To automate finger print identification and to compare to National Data Base and to SLED for criminal investigation purposes.

5. Type of Application (Check Applicable Line)
a. Initial Continuation Revision Reverted
b. Year of Funds 1st 2nd 3rd Other:
c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)
 State City County
 Private, Non-Profit Organization
Other (Specify): _____
b. U.S. Congressional District: 2nd

7. Name and Address of Implementing Agency
Lexington County Sheriff
10 Digit Zip: _____
(Area) Phone #: _____
(Area) Fax #: _____

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

<u>BUDGET CATEGORIES</u>	<u>GRANTOR</u>	<u>AGENCY MATCH</u>	<u>TOTAL</u>
Personnel	<u>0</u>	<u>0</u>	<u>0</u>
Contractual Services	_____	_____	_____
Travel	<u>2,700</u>	<u>900</u>	<u>3,600</u>
Equipment	<u>0</u>	<u>0</u>	<u>0</u>
Renovation/Construction	_____	_____	_____
Other	<u>1,650</u>	<u>550</u>	<u>2,200</u>
TOTAL:	<u>4,350</u>	<u>1,450</u>	<u>5,800</u>
b. PERCENTAGE:	<u>75 %</u>	<u>25 %</u>	<u>100%</u>

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: State County City
 Other (Explain): _____

TRAVEL

Travel is requested for the Latent Print Identification Specialist to travel to required training for the AFIS machine purchased in the previous year grant. This training will be held in California and is mandatory for the equipment purchased on the first year grant. Additional training will be received as becomes available. Grant funds were allocated in the first year for this training but this specific training is only held once in the year and the equipment was not received in time for the Specialist to attend the training required.

OTHER

Registration is required for training the Specialist to operate the Automated Fingerprint Identification System. Training will also be required for the Specialist to attend workshops and conferences on latent print gathering and intelligence.

Sheriff

James R. Metts, Ed. D.



LEXINGTON COUNTY SHERIFF'S DEPARTMENT

LEXINGTON CO

JAN 06 RECD

FINANCE DEPT.

TO: Evelyn Babbitt
County Finance Grant Manager

FROM: Nandalyn Heaitley
Sheriff's Department Grants Manager

RE: Continuation Multijurisdictional Forensic Drug Lab
Fund 2441 Renewal

DATE: December 31, 2003

The application for continuation of the Multijurisdictional Forensic Drug Lab is attached. The application includes funding requests for the chemist currently funded by the grant for personnel, equipment, operating supply costs, and service fees. The Lexington County Sheriff's Department request is for Council approval to apply for third and final year of funding. The third year funding cycle is July 1, 2004 to June 30, 2005 and the grant match is 25%.

The request for the Lexington County Sheriff's Department is:

Personnel	\$ 59,790
Travel and Training	\$ 7,150
Equipment	\$ 80,400
Other (Supplies, service fees and monthly operating costs, uniforms, and supplies)	\$ 55,660

The total amount requested for LCSD is \$ 203,000 with a 25% match of \$ 50,750. The matching funds will be taken from the Sheriff's Department fiscal year budget 2004/2005.



A Nationally Accredited Law Enforcement Agency
P.O. Box 639/Lexington, South Carolina 29071 (803) 359-8230, Fax # (803) 359-1162



**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY**

DRUG CONTROL SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION

Sep-00

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: _____ Award Date: _____
 Prior Grant #1: _____ #2: _____ #3: _____
 App#: _____ Federal ID No.: _____
 Federal Fiscal Year: _____ Fund Year: _____ Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR--SEE INSTRUCTIONS

<p>1. County #: <u>32</u> County Name: <u>LEXINGTON COUNTY</u></p>	<p>2. Grant Period: Beginning: <u>7/1/2003</u> End: <u>6/30/2004</u></p>
<p>3. Project Title: <u>Multijurisdictional Forensic Drug Lab</u></p>	
<p>4. Project Summary: <u>The drug lab will provide forensic drug testing for all agencies in Lexington County by reducing the test result time for drug analysis from forty days to fifteen; thereby getting drug cases to court more timely for disposition.</u></p>	
<p>5. Type of Application (Check Applicable Line) a. <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Continuation b. Year of Funds <input type="checkbox"/> 1st <input checked="" type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> Other: _____ <input type="checkbox"/> Revision <input type="checkbox"/> Reverted c. <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursable</p>	
<p>6. a. Organization Type: (Check Applicable Line) <input type="checkbox"/> State <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Private, Non-Profit Organization Other (Specify): _____ b. U.S. Congressional District: <u>4</u></p>	<p>7. Name and Address of Implementing Agency <u>Lexington County Sheriff's Department</u> <u>P.O. Box 639, 521 Gibson Road</u> <u>Lexington, South Carolina</u> 10 Digit Zip: <u>29072</u> (Area) Phone #: <u>803-359-8230</u> (Area) Fax #: <u>803-359-8275</u></p>

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

<u>BUDGET CATEGORIES</u>	<u>GRANTOR</u>	<u>AGENCY MATCH</u>	<u>TOTAL</u>
Personnel	<u>44,842</u>	<u>14,948</u>	<u>59,790</u>
Contractual Services	_____	_____	_____
Travel	<u>5,363</u>	<u>1,787</u>	<u>7,150</u>
Equipment	<u>60,300</u>	<u>20,100</u>	<u>80,400</u>
Renovation/Construction	_____	_____	_____
Other	<u>41,745</u>	<u>13,915</u>	<u>55,660</u>
TOTAL:	<u>152,250</u>	<u>50,750</u>	<u>203,000</u>
b. PERCENTAGE:	<u>75 %</u>	<u>25 %</u>	<u>100%</u>

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: State County City
 Other (Explain): _____

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
I. PERSONNEL				
A. SALARIES:				
<u>Position Title</u>				
<u>% of Time On Project</u>				
<u>Quantity</u>				
Chemist	32,400	10,800	N/A	43,200
TOTAL SALARIES:	\$32,400	\$10,800	N/A	\$43,200
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):				
Social Security & Medicare (FICA)	2,479	826	N/A	3,305
Retirement POR 10.7%	3,467	1,156		4,622
Workers' Compensation Insurance 4.66%	1,510	503		2,013
Unemployment Insurance (on first \$7,000 only)	0	0		0
Health/Dental/Life Insurance	4,500	1,500		6,000
Dental Insurance	0	0		
Pre-Retirement Death Benefit	0	0		
Accidental Death Benefit (Police Officers)	0	0		
Other Employer Contributions (Itemize):	0	0		
General Tort Liability Insurance	487	163		650
TOTAL EMPLOYER CONTRIBUTIONS:	\$12,442	\$4,148	N/A	\$16,590
TOTAL PERSONNEL:	\$44,842	\$14,948	N/A	\$59,790
II. CONTRACTUAL SERVICES: (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)			N/A	
TOTAL CONTRACTUAL SERVICES:			N/A	
III. TRAVEL: (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)			N/A	
10,000 miles x Federal Rate .375	2,813	937		3,750
Travel, Per Diem, Lodging	2,550	850		3,400
	0	0		
TOTAL TRAVEL:	\$5,363	\$1,787	N/A	\$7,150

PERSONNEL

The salary and fringes are requested for the Chemist to work 100% of their time analyzing drugs, preparing reports, testifying in court and managing the laboratory.

TRAVEL

The travel is requested for the chemist to go to scenes of investigation, court, and other duties that are applicable to the position. The mileage is figured at the federal rate. Travel is also requested for the out of state training required for advanced skills on the equipment purchased for the Infrared System and the Microscope already purchased. These trainings are required and will be held in Wisconsin.

EQUIPMENT

The Self-Contained Breathing Apparatus is required for the chemist when samples of drugs are collected from areas that are severely hazardous, such as a clandestine lab crime scene. This apparatus must be worn for safety of the chemist. Without this proper gear, the collection of drugs could be fatal.

The laptop computer system will be used to maximize the criminality's work product while away from the office. The computer will be used for typing reports and generating work documents and grant status reports during down time at training or court. It will also be used for presentations requiring a mobile computer system (i.e. PowerPoint presentations, slideshows, etc.)

The Security Scanner is required to equip the main entrance of the laboratory door so that the lab will be secure and fully monitored. The magnetic system will add strength to the existing lock and will monitor door activity by time, date, and key used. This increases the physical security and eliminates questions pertaining to the secure evidence storage and the proper chain of custody while the evidence is secured in the laboratory.

The infrared microscope is an attachment for the FT-IR instrument purchased with grant year 2003-2004 funds. This microscope will maximize the instrument's capabilities for detection and identification of trace quantities of controlled substances. Additionally, the microscope can identify minute molecules of substances that may be trapped between fibers or other matrixes that would normally mask the identity of the controlled substance. Infrared spectroscopy is the preferred method of differentiating between "crack" cocaine and "powdered" cocaine in South Carolina. This microscope will allow this determination to be made regardless of the amount of sample present.

The 800 MHz digital encrypted radio is required for the communication with Headquarter, investigators, officers, and other agencies when collecting drug samples from crime scenes. This system is necessary for the safety of the chemist.

OTHER

Lab gas, supplies, and chemicals are essentials that must be bought continuously to operate the daily functions of the drug lab.

Lab uniforms will protect the chemist from chemical spills and drug contaminants.

Registration for training is required for the chemist to attend advanced courses in Atlanta on the equipment purchased and to attend a national seminar for forensic purposes.

The pager and mobile telephone will allow immediate communication for informational and safety purposes.

Manuals will be required to keep abreast of the up to date information on drugs and their components.

Office supplies are needed for every day general use to operate and to perform job duties.

The equipment must be serviced several times a year and must be repaired immediately so that the drug lab will be operable at all times. This service fee will cover the Gas Mass Spec System and the UV Spec System and if purchased prior to expiration of one-year warranty on equipment purchased, the one time fee is offered at a very substantially lower rate as a 5-year package.

Hazardous waste disposal is required for the hazardous waste that comes from chemicals and drugs.

The rewrite CD-Rom is required to back up the Drug Analysis (LIMS) software system, drug analysis reports and drug presentations required by the grant.

The digital camera and accessories will be used to document crime scenes and will serve as evidence that would normally be destroyed. Additionally, this camera will help to identify the controlled substance and will be used to create pictures for court, presentations for training, and for publication in scientific journals.

The telephone service is required for the laboratory and for the chemist office to receive communications and provide an answering service.

File cabinets that are fire proof and lock are required for the drug information for confidential purposes.

Sheriff

James R. Metts, Ed. D.



LEXINGTON COUNTY SHERIFF'S DEPARTMENT

TO: Evelyn Babbitt
County Finance Grant Manager

FROM: Nandalyn Heaitley
Sheriff's Department Grants Manager

RE: Continuation NIBRS Grant
Fund 2445 Renewal

DATE: December 31, 2003

LEXINGTON CO
JAN 06 RECD
FINANCE DEPT.

The application for continuation of the National Incident Based Reporting System grant is attached. The application includes funding requests for the equipment and operating costs for the operation of the reporting system. The Lexington County Sheriff's Department request is for Council approval to apply for the second year of funding. The second year funding cycle is July 1, 2004 to June 30, 2005 and the grant match is 25%.

The request for the **Lexington County Sheriff's Department** is:

Personnel	\$ 0
Travel and Training	\$ 0
Equipment	\$ 123,000
Other (Service fees and software)	\$ 105,200

The total amount requested for LCSD is \$ 228,200 with a 25% match of \$ 57,050. The matching funds will be taken from the Sheriff's Department fiscal year budget 2004/2005.





**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY**

DRUG CONTROL SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION

Oct-99

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: _____ Award Date: _____
 Prior Grant #1: _____ #2: _____ #3: _____
 App#: _____ Federal ID No.: _____
 Federal Fiscal Year: _____ Fund Year: _____ Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR--SEE INSTRUCTIONS

1. County #: 32
 County Name: _____
 2. Grant Period:
 Begin: 7/1/2004 End: June 30/2005
 3. Project Title: NIBRS
 4. Project Summary: To become compliant to submit electronic reporting data to SLED in accordance with NIBRS standards .

5. Type of Application (Check Applicable Line)
 a. Initial Continuation b. Year of Funds _____ 1st 2nd _____ 3rd _____ Other: _____
 _____ Revision _____ Reverted c. _____ Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)
 _____ State _____ City County
 _____ Private, Non-Profit Organization
 Other (Specify): _____
 b. U.S. Congressional District: _____ 2nd
 7. Name and Address of Implementing Agency
Lexington County Sheriff Department
521 Gibson Road
Lexington, S. C. 29072
 10 Digit Zip: _____
 (Area) Phone #: 951-2405
 (Area) Fax #: 359-8275

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	0	0	0
Contractual Services			
Travel	0	0	0
Equipment	92,250	30,750	123,000
Renovation/Construction			
Other	78,900	26,300	105,200
TOTAL:	171,150	57,050	228,200
b. PERCENTAGE:	<u>75 %</u>	<u>25 %</u>	<u>100%</u>

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: _____ State County _____ City _____
 _____ Other (Explain): _____

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)				
<u>ITEM</u>	<u>QUANTITY</u>		N/A	
Laptop Stations	35	92,250	30,750	123,000
TOTAL EQUIPMENT:		\$92,250	\$30,750	\$123,000
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A	N/A
VI. OTHER: (Itemize -- See Instructions)				
Wireless Access Service Fee (35)		16,500	5,500	22,000
Laptop Mounts (35)		13,500	4,500	18,000
Wireless Communication Adapters (35)		13,500	4,500	18,000
T-1 Service Fees		5,400	1,800	7,200
Report Writing Software		30,000	10,000	40,000
TOTAL OTHER:		\$78,900	\$26,300	\$105,200

EQUIPMENT

The laptop stations will be provided to the road officers to electronically submit incident, supplemental and investigative reports to Lexington County Sheriff's department records management database in real time. The requested 35-laptop stations will allow each road officer to have a laptop station in their patrol vehicle.

OTHER

Wireless communication access service fees are required on a monthly basis per unit for the operation of the equipment.

Laptop mounts (35) are required for the officer safety so that the laptops will be locked in a stationary position.

Wireless Communication adapters will be required for data transport with Lexington County Sheriff's Department record database.

T-1 service fees provide a connection from the wireless carrier to the Lexington County Sheriff's Department for the transmission of reports electronically.

Report writing software will aid the creation of reports used to track statistics and will complete the compliance required by SLED.

Sheriff

James R. Metts, Ed. D.



LEXINGTON COUNTY SHERIFF'S DEPARTMENT

TO: Evelyn Babbitt
County Finance Grant Manager

LEXINGTON CO

JAN 06 RECD

FROM: Nandalyn Heaitley
Sheriff's Department Grants Manager

FINANCE DEPT.

RE: Continuation Narcotic Multijurisdictional Task Force Grant
Fund 2436 Renewal

DATE: December 31, 2003

The application for continuation of the Narcotic Multijurisdictional Task Force grant is attached. The application includes funding requests for personnel currently funded by the grant for personnel, equipment, operating supply costs, and service fees. The agencies requesting continuation funding are provided on separate sheets. The Lexington County Sheriff's Department and the Solicitor's Office request is for Council approval to apply for third year funding. The other agencies that are a part of the Multijurisdictional Task Force (Cayce, Springdale, Irmo, Swansea, and Lexington Police) will be responsible for their respective funding amounts.) All agencies participating in the grant will be managed by the Lexington County Sheriff's Department.

The third year funding cycle is July 1, 2004 to June 30, 2005 and the grant match is 25%. This is a five-year grant and must be applied for each fiscal year.

The request for the **Lexington County Sheriff's Department** is:

Personnel	\$ 104,895
Travel and Training	\$ 17,612
Equipment	\$ 0
Other (Supplies, service fees and monthly operating costs, uniforms, and law enforcement supplies)	\$ 41,920

The total amount requested for LCSD is \$164,427 with a 25% match of \$41,107. The matching funds will be taken from the Sheriff's Department fiscal year budget 2004/2005.



A Nationally Accredited Law Enforcement Agency
P.O. Box 639/Lexington, South Carolina 29071 (803) 359-8230, Fax # (803) 359-1162

The request for the **Lexington County Solicitor's Office** is:

Personnel	\$ 74,673
Travel and Training	\$ 5,750
Equipment	\$ 0
Other (Supplies, service fees and monthly operating costs, uniforms, manuals and supplies)	\$ 9,850

The total amount requested for the Solicitor's Office is \$90,273 with a 25% match of \$22,568. The matching funds will be taken from the Solicitor's fiscal year budget 2004/2005.



**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY**

DRUG CONTROL SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION

Sep-00

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: _____ Award Date: _____
 Prior Grant #1: _____ #2: _____ #3: _____
 App#: _____ Federal ID No.: _____
 Federal Fiscal Year: _____ Fund Year: _____ Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR--SEE INSTRUCTIONS

1. County #: 32
 County Name: Lexington County

2. Grant Period:
 Begin: 7/1/2004 End: 6/30/2005

3. Project Title: Multi-Jurisdictional Task Force Narcotic Enforcement Team "NET"

4. Project Summary: To disrupt illicit drug trafficking in Lexington County.

5. Type of Application (Check Applicable Line)
 a. Initial Continuation Revision Reverted
 b. Year of Funds 1st 2nd 3rd Other:
 c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)
 State City County
 Private, Non-Profit Organization
 Other (Specify): _____
 b. U.S. Congressional District: 2nd

7. Name and Address of Implementing Agency
Lexington County Sheriff's Department
P.O. Box 639
Lexington, South Carolina
 10 Digit Zip: 29071
 (Area) Phone #: (803) 951-2405
 (Area) Fax #: (803) 359-8275

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

<u>BUDGET CATEGORIES</u>	<u>GRANTOR</u>	<u>AGENCY MATCH</u>	<u>TOTAL</u>
Personnel	<u>362,095</u>	<u>120,698</u>	<u>482,793</u>
Contractual Services			
Travel	<u>53,784</u>	<u>17,928</u>	<u>71,712</u>
Equipment	<u>53,475</u>	<u>17,825</u>	<u>71,300</u>
Renovation/Construction			
Other	<u>60,784</u>	<u>20,261</u>	<u>81,045</u>
TOTAL:	<u>530,138</u>	<u>176,712</u>	<u>706,850</u>
b. PERCENTAGE:	<u>75 %</u>	<u>25%</u>	<u>100%</u>

_____ State

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: County _____ City
 _____ Other (Explain): _____

CATEGORIES	MATCHING FUNDS			TOTAL		
	GRANTOR	CASH	IN-KIND			
I. PERSONNEL (LCSD)						
A. SALARIES:						
% of Time						
Position Title	<u>On Project</u>	<u>Quantity</u>		N/A		
Paralegal -upgrade of Admin Assist	100%	1	27,000	9,000	36,000	
Narcotic Investigator	100%	1	26,250	8,750	35,000	
Overtime for Investigator	100%	1	2,250	750	3,000	
Overtime for Paralegal	100%	1	1,125	375	1,500	
TOTAL SALARIES:			\$56,625	\$18,875	N/A	\$75,500
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):						
Social Security & Medicare (FICA) 7.65%			4,332	1,444	N/A	5,776
Retirement (POR) 10.7			3,050	1,017		4,066
State Retirement 6.85			1,927	642		2,569
Workers' Compensation Insurance 4.88%			1,364	921		3,684
Unemployment Insurance (on first \$7,000 only)			0	0		0
Health Insurance \$6000 per person per year			9,000	3,000		12,000
Dental Insurance			0	0		0
Pre-Retirement Death Benefit			0	0		0
Accidental Death Benefit (Police Officers)			0	0		0
Other Employer Contributions (Itemize): Gen Tort			975	325		1,300
TOTAL EMPLOYER CONTRIBUTIONS:			\$20,647	\$6,575	N/A	\$29,395
TOTAL PERSONNEL:			\$77,272	\$25,450	N/A	\$104,895
II. CONTRACTUAL SERVICES: (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)					N/A	
TOTAL CONTRACTUAL SERVICES:					N/A	
III. TRAVEL: (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)					N/A	
Mileage 36,300 x Federal Rate (25,500 Invest)(10,800 Paral)			10,209	3,403		13,612
Hotel, per diem, parking, car rental			3,000	1,000		4,000
TOTAL TRAVEL:			\$13,209	\$4,403	N/A	\$17,612

WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		CAYCE PUBLIC SAFETY			Page 2a
CATEGORIES				MATCHING FUNDS			TOTAL
				GRANTOR	CASH	IN-KIND	
I. PERSONNEL (CAYCE)							
A. SALARIES:							
	<u>Position Title</u>	<u>% of Time On Project</u>	<u>Quantity</u>				
	Narcotic Investigator	100%	2	53,250	17,750	N/A	71,000
	Overtime	100%	2	4,500	1,500		6,000
TOTAL SALARIES:				\$57,750	\$19,250	N/A	\$77,000
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):							
	Social Security & Medicare (FICA)			4,418	1,473	N/A	5,891
	Retirement			6,236	2,060		8,239
	Workers' Compensation Insurance			1,165	939		3,758
	Unemployment Insurance (on first \$7,000 only)			0	0		
	Health Insurance			4,500	1,500		6,000
	Dental Insurance			450	150		600
	Pre-Retirement Death Benefit			0	0		
	Accidental Death Benefit (Police Officers)			0	0		
	Other Employer Contributions (Itemize): Gen Tort			600	200		800
				0	0		
TOTAL EMPLOYER CONTRIBUTIONS:				\$17,369	\$6,322	N/A	\$25,287
TOTAL PERSONNEL:				\$75,119	\$25,572	N/A	\$102,287
II. CONTRACTUAL SERVICES: (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)						N/A	
TOTAL CONTRACTUAL SERVICES:						N/A	
III. TRAVEL: (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)						N/A	
	Mileage 48,000 x Federal Rate			13,500	4,500		18,000
	Hotel, per diem, parking, car rental, airline costs			1,500	500		2,000
TOTAL TRAVEL:				\$15,000	\$5,000	N/A	\$20,000

WHOLE DOLLARS ONLY	BUDGET DESCRIPTION		SPRINGDALE POLICE DEPT		Page 2b
CATEGORIES	MATCHING FUNDS			TOTAL	
	GRANTOR	CASH	IN-KIND		
I. PERSONNEL (SPRINGDALE)					
A. SALARIES: % of Time					
Position Title	On Project	Quantity			N/A
Narcotic Investigator	100%	1	23,025	7,675	30,700
Overtime	100%	1	2,250	750	3,000
TOTAL SALARIES:			\$25,275	\$8,425	N/A
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):					
Social Security & Medicare (FICA)			1,934	644	2,578
Retirement			2,704	902	3,606
Workers' Compensation Insurance			1,233	412	1,645
Unemployment Insurance (on first \$7,000 only)			0	0	
Health Insurance			2,100	700	2,800
Dental Insurance			300	100	400
Pre-Retirement Death Benefit			0	0	
Accidental Death Benefit (Police Officers)			0	0	
Other Employer Contributions (Itemize): Gen Tort			375	125	500
			0	0	
TOTAL EMPLOYER CONTRIBUTIONS:			8,646	\$2,883	N/A
TOTAL PERSONNEL:			\$33,921	\$11,308	N/A
II. CONTRACTUAL SERVICES: (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)					
					N/A
TOTAL CONTRACTUAL SERVICES:					N/A
III. TRAVEL:					
(Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)					
Mileage 14,000 x Federal Rate			3,938	1,313	5,250
Hotel, per diem, parking, car rental, airline costs			1,125	375	1,500
TOTAL TRAVEL:			\$5,063	\$1,688	N/A

CATEGORIES	MATCHING FUNDS			TOTAL
	GRANTOR	CASH	IN-KIND	
I. PERSONNEL (LCSD)				
A. SALARIES:				
<u>Position Title</u>				
<u>% of Time On Project</u>				
<u>Quantity</u>				
Drug Prosecutor	42,750	14,250	N/A	57,000
	0	0		0
TOTAL SALARIES:	\$42,750	\$14,250	N/A	\$57,000
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):				
Social Security & Medicare (FICA)	3,270	1,091	N/A	4,361
Retirement (POR) 10.7	0	0		0
State Retirement 6.85	2,928	976		3,905
Workers' Compensation Insurance	2,086	696		2,782
Unemployment Insurance (on first \$7,000 only)	0	0		0
Health Insurance \$6000 per person per year	4,500	1,500		6,000
Dental Insurance	0	0		0
Pre-Retirement Death Benefit	0	0		0
Accidental Death Benefit (Police Officers)	0	0		0
Other Employer Contributions (Itemize): Gen Tort	469	156		625
TOTAL EMPLOYER CONTRIBUTIONS:	\$17,944	\$4,419	N/A	\$17,673
TOTAL PERSONNEL:	\$60,694	\$18,669	N/A	\$74,673
II. CONTRACTUAL SERVICES: (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)			N/A	
TOTAL CONTRACTUAL SERVICES:			N/A	
III. TRAVEL:				
(Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)			N/A	
Mileage 10,000 x Fed Rate	2,813	938		3,750
Hotel, per diem, parking, car rental	3,000	1,000		2,000
TOTAL TRAVEL:	\$5,813	\$1,938	N/A	\$5,750

CATEGORIES	MATCHING FUNDS			TOTAL
	GRANTOR	CASH	IN-KIND	
I. PERSONNEL (LCSD)				
A. SALARIES:				
<u>Position Title</u>	<u>% of Time On Project</u>	<u>Quantity</u>	N/A	
Narcotic Investigator	100%	1		35,000
Overtime for Investigator	100%	1		3,000
TOTAL SALARIES:	\$28,500	\$9,500	N/A	\$38,000
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):				
Social Security & Medicare (FICA)	2,180	727	N/A	2,907
Retirement (POR) 10.7	3,050	1,016		4,066
State Retirement 6.85	0	0		0
Workers' Compensation Insurance	710	464		1,854
Unemployment Insurance (on first \$7,000 only)	0	0		0
Health Insurance \$5600 per person per year	3,150	1,050		4,200
Dental Insurance	0	0		0
Pre-Retirement Death Benefit	0	0		0
Accidental Death Benefit (Police Officers)	0	0		0
Other Employer Contributions (Itemize): Gen Tort	488	162		650
TOTAL EMPLOYER CONTRIBUTIONS:	\$9,578	\$3,419	N/A	\$13,677
TOTAL PERSONNEL:	\$38,078	\$12,919	N/A	\$51,677
II. CONTRACTUAL SERVICES: (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)			N/A	
TOTAL CONTRACTUAL SERVICES:			N/A	
III. TRAVEL:				
(Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)			N/A	
Mileage 13,600 x Federal Rate	3,825	1,275		5,100
Hotel, per diem, parking, car rental	1,500	500		2,000
TOTAL TRAVEL:	\$5,325	\$1,775	N/A	\$7,100

CATEGORIES	MATCHING FUNDS			TOTAL
	GRANTOR	CASH	IN-KIND	
I. PERSONNEL (Swansea Police)				
A. SALARIES:				
% of Time				
<u>Position Title</u>				
<u>On Project</u>				
<u>Quantity</u>				
Narcotic Investigator	100%	1		N/A
Overtime for Investigator	100%	1		
	21,750	7,250		29,000
	2,250	750		3,000
TOTAL SALARIES:				
	\$24,000	\$8,000	N/A	\$32,000
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):				
Social Security & Medicare (FICA)	1,836	612	N/A	2,448
Retirement (POR) 10.7	2,568	856		3,424
State Retirement 6.85	0	0		
Workers' Compensation Insurance	1,171	390		1,562
Unemployment Insurance (on first \$7,000 only)	0	0		
Health Insurance per person per year	1,875	625		2,500
Dental Insurance	150	50		200
Pre-Retirement Death Benefit	0	0		
Accidental Death Benefit (Police Officers)	0	0		
Other Employer Contributions (Itemize): Gen Tort	113	38		150
TOTAL EMPLOYER CONTRIBUTIONS:				
	\$7,713	\$2,571	N/A	\$10,284
TOTAL PERSONNEL:				
	\$31,713	\$10,571	N/A	\$42,284
II. CONTRACTUAL SERVICES: (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)				
			N/A	
TOTAL CONTRACTUAL SERVICES:				
			N/A	
III. TRAVEL:				
(Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)				
Mileage 14,000 x Federal Rate	3,938	1,312	0	5,250
Hotel, per diem, parking, car rental	1,500	500	0	2,000
TOTAL TRAVEL:				
	\$5,438	\$1,812	N/A	\$7,250

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items) <u>ITEM</u> Quantity			N/A	
TOTAL EQUIPMENT:	\$0	\$0	N/A	\$0
V. RENOVATIONS/CONSTRUCTION: (Describe)				
TOTAL RENOVATIONS/CONSTRUCTIONS:	N/A	N/A	N/A	N/A
VI. OTHER: (Itemize -- See Instructions) LCSD			N/A	
Clothing Allowance 1	375	125		500
Office Supplies	450	150		600
Duplicating Fees	1,125	375		1,500
Operating Supplies	1,125	375		1,500
Pager 2	180	60		240
Mobile Phone Service 12	7,245	2,415		9,660
800 MHz Radio Service 1	540	180		720
800 MHz Radio Maintenance	525	175		700
Law Enforcement Accessories	375	125		500
Telephone & Long Distance Charges	2,250	750		3,000
Registration for Training	2,250	750		3,000
Confidential Office Space Lease	15,000	5,000		20,000
TOTAL OTHER:	\$31,440	\$10,480	N/A	\$41,920

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		CAYCE PUBLIC SAFETY		Page 3a
CATEGORIES		GRANTOR	MATCHING FUNDS		TOTAL	
			CASH	IN-KIND		
V. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME.)					N/A	
<u>ITEM</u>	<u>QUANTITY</u>					
TOTAL EQUIPMENT:		\$0	\$0		N/A	\$0
VI. RENOVATIONS/CONSTRUCTION: (Describe)						
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A		N/A	N/A
VII. OTHER: (Itemize -- See Instructions Cayce					N/A	
Registration for Training	2	2,250	750			3,000
Clothing Allowance	2	750	250			1,000
Pagers	2	180	60			240
Office Supplies	2	300	100			400
Mobile Phone Service	2	1,208	403			1,610
800 MHz Radio Service	2	1,080	360			1,440
800 MHz Radio Maintenance	2	1,050	350			1,400
TOTAL OTHER:		\$6,818	\$2,273		N/A	\$9,090

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME.)				
Springdale			N/A	
<u>ITEM</u>	<u>QUANTITY</u>			
Vehicle	1	19,125	6,375	25,500
TOTAL EQUIPMENT:		\$19,125	\$6,375	\$25,500
V. RENOVATIONS/CONSTRUCTION: (Describe)				
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A	N/A
VI. OTHER: (Itemize - See Instructions)				
Springdale			N/A	
Vehicle Emergency Equipment	563	188		750
Office Supplies	150	50		200
Mobile Phone Service	540	180		720
Pager Service	90	30		120
Clothing Allowance	375	125		500
800 MHz Service Fees	540	180		720
Registration for Training	600	200		800
800 MHz Service Maintenance Fees	525	175		700
TOTAL OTHER:		\$2,820	\$1,128	\$3,760

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		SOLICITOR'S OFFICE		Page 3c
CATEGORIES		GRANTOR	MATCHING FUNDS		TOTAL	
			CASH	IN-KIND		
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME.)						
<u>ITEM</u>	<u>QUANTITY</u>					
				N/A		
TOTAL EQUIPMENT:		\$0	\$0	N/A	\$0	
V. RENOVATIONS/CONSTRUCTION: (Describe)						
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A	N/A	N/A	
VI. OTHER: (Itemize -- See Instructions)						
Office Supplies	Solicitor	225	75		300	
Duplicating Fees		450	150		600	
Operating Supplies		375	125		500	
Mobile Phone Service	2	604	201		805	
Pager Service	1	90	30		120	
Manuals and Legal Books		3,000	1,000		4,000	
800 MHZ Service Fees	1	540	180		720	
Mobile Phone Service		604	201		805	
Registration for Training		1,500	500		2,000	
TOTAL OTHER:		\$7,388	\$2,463	N/A	\$9,850	

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME.)			N/A	
<u>ITEM</u> <u>QUANTITY</u>				
TOTAL EQUIPMENT:	\$0	\$0	N/A	\$0
V. RENOVATIONS/CONSTRUCTION: (Describe)				
TOTAL RENOVATIONS/CONSTRUCTIONS:	N/A	N/A	N/A	N/A
VI. OTHER: (Itemize -- See Instructions)			N/A	
Irmo				
Office Supplies	225	75		300
Mobile Phone Service	604	201		805
Pager Service	90	30		120
Clothing Allowance	375	125		500
800 MHz Service Fees	540	180		720
800 MHz Maintenance Service Fees	525	175		700
Law Enforcement Accessories	375	125		500
Operating Supplies	188	62		250
Registration for Training	600	200		800
TOTAL OTHER:	\$3,522	\$1,173	N/A	\$4,695

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		SWANSEA POLICE DEPARTMENT		Page 3e
CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL		
		CASH	IN-KIND			
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME.)						
Swansea						
<u>ITEM</u>	<u>QUANTITY</u>					
800 MHz Digital Radio	1	3,900	1,300	N/A		5,200
TOTAL EQUIPMENT:		\$3,900	\$1,300	N/A		\$5,200
V. RENOVATIONS/CONSTRUCTION: (Describe)						
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A	N/A		N/A
VI. OTHER: (Itemize -- See Instructions)						
Swansea						
Mobile Phone Service & Phone		713	238			950
Pager Service		90	30			120
Clothing Allowance		375	125			500
800 MHz Service Fees		540	180			720
Vehicle Emergency Equipment		450	150			600
Law Enforcement Accessories		375	125			500
Registration for Training		750	250			1,000
TOTAL OTHER:		\$3,293	\$1,098	N/A		\$4,390

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME.)			N/A	
Lexington Police				
<u>ITEM</u>	<u>QUANTITY</u>			
Vehicle (SU V)	1	19,125	6,375	25,500
Laptop Computer	1	1,650	550	2,200
Printer	1	375	125	500
800 MHz Digital Radio	1	3,900	1,300	5,200
Surveillance System	1	5,400	1,800	7,200
TOTAL EQUIPMENT:		\$30,450	\$10,150	\$40,600
V. RENOVATIONS/CONSTRUCTION: (Describe)				
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A	N/A
VI. OTHER: (Itemize -- See Instructions)			N/A	
Lexington Police				
Office Supplies	375	125		500
Mobile Phone Service & Phone	713	238		950
Pager Service	90	30		120
Clothing Allowance	375	125		500
800 MHz Service Fees	540	180		720
Vehicle Emergency Equipment	450	150		600
Law Enforcement Accessories	375	125		500
Registration for Training	1,500	500		2,000
Handgun & Accessories	563	188		750
Body Armor & Raid Vest	525	175		700
TOTAL OTHER:		\$5,505	\$1,835	\$7,340

PERSONNEL

Salaries, fringes and overtime are required for the Narcotic Investigators who disrupts illicit drug traffic, conduct undercover operations, and fulfill their duties as investigators. Salaries and fringes are required for the Paralegal to handle all the legal documents for court and the search warrants, coordination with the agencies within the county and to coordinate the data for drug information. Salaries and fringes are required for a dedicated Narcotic MJTF Drug Prosecutor to prosecute the cases resulting from narcotics investigations.

TRAVEL

Travel miles are requested at the federal rate and are required for travel for investigative purposes and training seminars. Mileage is also requested for the Paralegal for travel to the Court House and to task force agencies, and for performing job tasks. Travel miles are requested at the federal rate for the prosecutor to travel to court for prosecution and to gather information for prosecution. Per Diem and lodging is required for the Narcotic Officers participating on the Multi-Jurisdictional Task Force to be trained for investigative purposes and for the Paralegal to be trained on software applications and data gathering. Per Diem and lodging are required for the Drug Prosecutor to attend courses for prosecution of narcotics and to stay up with new laws and proceedings. Monies are requested for travel out-of-state schools and for in-state schools.

EQUIPMENT

The vehicles are required to travel to and from work, to investigate undercover operations to gather information for prosecution of cases and to perform duties as narcotic officers and as an attorney.

800 MHz digital encrypted radios and batteries are required for Investigators to have direct radio contact for personal safety as well as communication with dispatch and officers at the scenes of narcotic investigations.

Laptop computer systems and printers are needed for officers to maintain statistical data and reports documenting investigations of illicit drugs. Laptop computers are needed in the field for inputting narcotic investigative case data.

EQUIPMENT (cont.)

Surveillance equipment is required to monitor and to record undercover operations for illicit drug crimes in the Town of Lexington.

OTHER

The clothing allowance is needed to help offset the expenses of the Investigators and for court presentations.

Office supplies are needed to provide an auditron, pens, paper, printer cartridges, toner, etc. Duplicating fees are required for the copying of case files, reports, general correspondence and other documents required to present the cases for court. Operating supplies are needed to purchase video and audiotapes, film disks, batteries etc. for operational purposes for the Investigator and attorney.

Law enforcement accessories are needed to purchase flashlights, mag lights, gun cleaning kits, OSHA kits etc. required to perform undercover investigations. Pager, mobile phone radio service fees, and radio maintenance charges are communication user fees that are required for the safety and immediate contact of the Investigators, paralegal, and prosecutor.

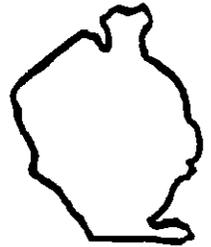
Office space rental is required for the undercover confidential location for the task force to perform their duties as narcotic investigators and to maintain a location that is not known to dealers or employees. This location is needed for the safety of the investigators and for the operations of the task force.

Telephone service is required for officers to have access to informants and to perform narcotic duties.

Registration for training is needed to pay for training to be attended by the Investigators, Prosecutor, and Paralegal.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: December 15, 2003

TO: Art Brooks, County Administrator
Jeff Anderson, County Attorney

FROM: John J. Fechtel, Director of Public Works *JJF*

RE: Legal Closing – Portion of Davis Hite Place

We have been contacted by the two property owners who own land on Davis Hite Place requesting that we legally close 1955' from V. E. Smith Drive to Green Gold Drive (see attached map). We will be putting up proposed road closing signs for 30 days to notify the public of this proposal.

Please present this to the Public Works Committee to be reported out to full Council on January 13, 2004. Public Works concurs with this request. Once approved, the county attorney should proceed with the legal closing.

JJF/sd
Att.



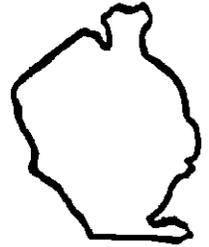
DAVIS HITE PLACE PARTIAL ROAD CLOSING COUNCIL DISTRICT 2

1995'





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: December 22, 2003
TO: Art Brooks, County Administrator
FROM: John J. Fechtel, Director of Public Works 
RE: Radio Lane Extension – Railroad Conflicts

We have discussed with several residents of the Pineglen Subdivision and Councilman John Carrigg the numerous problems of the railroad track on Seawright Road being blocked by a train. This has happened numerous times for as long as 28 minutes in length. These residents and Councilman Carrigg asked us to see if an emergency access route could be established so that traffic flow, especially emergency vehicles, could access and leave this subdivision in case the train is blocking Seawright.

My staff has researched this and a feasible alternative has been located. A dirt road could be established from the end of Radio Lane to the back of the subdivision tying into the end of Bronte Road. This road would be approximately 2200' long and cross properties owned by SCE&G and the Irmo Recreation Commission. Both parties have tentatively agreed to grant the County right-of-way for this proposed road. Since all of this is in 100-year floodplain and floodway, we would need to install at least one line of 30" pipe 40' in length and place 1,000 tons of crusher run in addition to the clearing and grading of the road. This would require about \$5,500.00 in materials.

Since the early 1980s, we do not accept roads that do not meet County standards (i.e., paved), but this is a public safety issue and warrants County Council's attention.

Please refer this to the Public Works Committee for their review.

JJF/sd

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

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

WHEREAS, on the afternoon of Thursday, November 20, 2003, a young girl and her friend were reported missing; and

WHEREAS, Deputy Charles Jordan with the Lexington County Sheriff's Department worked with diligence and compassion; and

WHEREAS, Deputy Jordan's primary concern was for the safe return of these young girls; and

WHEREAS, Deputy Jordan with fellow deputies succeeded in the safe return of these young girls; and

WHEREAS, Deputy Jordan is to be commended for going above the call of duty for his efforts in the location and safe return of these young girls.

NOW, THEREFORE, BE IT RESOLVED that we express to CHARLES JORDAN our sincere appreciation and gratitude for his diligence and compassion in assisting with the safe return of these girls to their families.

George H. Smokey Davis, Chairman

John W. Carrigg, Jr., V Chairman

Bruce E. Rucker

William C. Billy Derrick

Jacob R. Wilkerson

Bobby C. Keisler

Johnny W. Jeffcoat

Joseph W. Joe Owens

M. Todd Cullum

ATTEST:

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

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

WHEREAS, on the afternoon of Thursday, November 20, 2003, a young girl and her friend were reported missing; and

WHEREAS, Master Deputy Steve Collins with the Lexington County Sheriff's Department worked with diligence and compassion; and

WHEREAS, Master Deputy Collins' primary concern was for the safe return of these young girls; and

WHEREAS, Master Deputy Collins with fellow deputies succeeded in the safe return of these young girls; and

WHEREAS, Master Deputy Collins is to be commended for going above the call of duty for his efforts in the location and safe return of these young girls.

NOW, THEREFORE, BE IT RESOLVED that we express to STEVE COLLINS our sincere appreciation and gratitude for his diligence and compassion in assisting with the safe return of these girls to their families.

George H. Smokey Davis, Chairman

John W. Carrigg, Jr., V Chairman

Bruce E. Rucker

William C. Billy Derrick

Jacob R. Wilkerson

Bobby C. Keisler

Johnny W. Jeffcoat

Joseph W. Joe Owens

M. Todd Cullum

ATTEST:

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

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

WHEREAS, on the afternoon of Thursday, November 20, 2003, a young girl and her friend were reported missing; and

WHEREAS, Lieutenant George Brothers with the Lexington County Sheriff's Department worked with diligence and compassion; and

WHEREAS, Lieutenant Brothers' primary concern was for the safe return of these young girls; and

WHEREAS, Lieutenant Brothers with fellow deputies succeeded in the safe return of these young girls; and

WHEREAS, Lieutenant Brothers is to be commended for going above the call of duty for his efforts in the location and safe return of these young girls.

NOW, THEREFORE, BE IT RESOLVED that we express to **GEORGE BROTHERS** our sincere appreciation and gratitude for his diligence and compassion in assisting with the safe return of these girls to their families.

George H. Smokey Davis, Chairman

John W. Carrigg, Jr., V Chairman

Bruce E. Rucker

William C. Billy Derrick

Jacob R. Wilkerson

Bobby C. Keisler

Johnny W. Jeffcoat

Joseph W. Joe Owens

M. Todd Cullum

ATTEST:

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

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

WHEREAS, on the afternoon of Thursday, November 20, 2003, a young girl and her friend were reported missing; and

WHEREAS, Detective Jonathan Gabert with the Lexington County Sheriff's Department worked with diligence and compassion; and

WHEREAS, Detective Gabert's primary concern was for the safe return of these young girls; and

WHEREAS, Detective Gabert with fellow deputies succeeded in the safe return of these young girls; and

WHEREAS, Detective Gabert is to be commended for going above the call of duty for his efforts in the location and safe return of these young girls.

NOW, THEREFORE, BE IT RESOLVED that we express to JONATHAN GABERT our sincere appreciation and gratitude for his diligence and compassion in assisting with the safe return of these girls to their families.

George H. Smokey Davis, Chairman

John W. Carrigg, Jr., V Chairman

Bruce E. Rucker

William C. Billy Derrick

Jacob R. Wilkerson

Bobby C. Keisler

Johnny W. Jeffcoat

Joseph W. Joe Owens

M. Todd Cullum

ATTEST:

PROPOSAL FORM E: LOCAL GOVERNMENT RESOLUTION
2004 - 2005 FTA SECTION 5310

The Lexington County Council herewith
designates (Name of Local Elected Body)

Lexington County Recreation & Aging Commission as an entity in
(Applicant)

Lexington County
(Geographical Area)

to provide transportation to the Elderly
(Elderly or Persons with Disabilities)

We further state that the applicant is one of the providers in this geographic area that is or will be providing transportation services to particular sectors of the elderly and/or persons with disabilities.

Approved and Adopted:

This ___ day of _____, 2003

Attest:

Chief Elected Official Signature

Typed Name of Chief Elected Official

Typed Title of Chief Elected Official



December 3, 2003

Mr. George H. "Smokey" Davis, Chairman
Lexington County Council
212 South Lake Drive
Lexington, SC 29072

Dear Mr. Davis:

The Council of Governments unanimously agreed to amend its Creating Agreement to adjust the formula for Board representation to make the Board's minority composition reflective of the minority composition of the region based upon 2000 Census data. This change was necessary in order for the region to remain eligible for federal funding through the Economic Development Administration.

Please find enclosed two copies of the amendment. Please sign both copies and return one copy to Harriet Anderson at Central Midlands.

Please call Robin Cooley, Senior Planner, if you have any questions. Ms. Cooley will be happy to appear before the Council to explain the amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Whitaker".

Norman Whitaker
Executive Director

Enclosure: Amendment to the Creating Agreement

cc: Art Brooks, Administrator

**AMENDMENT
TO
CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS
CREATING AGREEMENT**

The Central Midlands Council of Governments was created by agreement in 1969 as amended in 1977, pursuant to South Carolina Act Number 487 of 1967 as amended by Act Number 363 of 1971, to serve as a regional planning and coordination agent for its members.

The Board of the Central Midlands Council of Governments approved the amendment to the agreement creating the Council at its September 25, 2003, meeting as follows:

Article III – MEMBERSHIP AND REPRESENTATION, Section B. "Number of Representatives", Part 4. is hereby amended to change the minimum minority representation on the Board to be reflective of 2000 census data for the region.

7. Recognizing the desirability of having minorities represented on the Board, the members who appoint more than one representative shall achieve and maintain the following minimum levels of minority representation: Fairfield County – at least two minority members; Lexington County – at least two minority members; Newberry County—at least two minority members; Richland County—at least six minority members; and City of Columbia—at least three minority members. The minority members may be elected officials or citizen appointees. The foregoing minority representation must be maintained as vacancies occur in the member's representation.

This amendment also includes the change to the Attachment to the Creating Agreement, "Formula for CMCOG Board Representation". The approved amendment to this formula is attached to this form and incorporated herein by reference.

Approved by the Board of the Central Midlands Council of Governments on September 25, 2003.

Approved by the Lexington County Council on _____.

Chair

Clerk

FORMULA FOR CMCOG BOARD REPRESENTATION
(Based on 2000 Census Data)

	Member Governments	Elected Official(s)	Citizen Appointee(s)	Total	Minority Commitment
1	FAIRFIELD COUNTY	1	2	3	2
2	Winnsboro	1	0	1	0
3	LEXINGTON COUNTY	6	4	10	2
4	Batesburg-Leesville	1	0	1	0
5	Cayce	1	0	1	0
6	Irmo	1	0	1	0
7	Lexington	1	0	1	0
8	Springdale	1	0	1	0
9	West Columbia	1	0	1	0
10	NEWBERRY COUNTY	1	2	3	2
11	Newberry	1	0	1	0
12	RICHLAND COUNTY	6	5	11	6
13	Columbia	3	3	6	3
14	Forest Acres	1	0	1	0
◆	Fairfield Co. Legislative Delegation	1	0	1	0
◆	Lexington Co. Legislative Delegation	1	0	1	0
◆	Newberry Co. Legislative Delegation	1	0	1	0
◆	Richland Co. Legislative Delegation	1	0	1	0
	Totals	30	16	46	15

¹ Citizen slots may be filled by elected officials.

² Minority representatives may be a member of the governing body or a citizen appointee. Jurisdictions with more than one member must appoint at least a minimum designated number of minorities.

◆ All COG's must have a representative with voting power from each county legislative delegation in its region.

★ One representative of Kershaw County may vote on Kershaw County 208 plan issues only.

A P P O I N T M E N T S - B O A R D S & C O M M I S S I O N S

January 13, 2004

BRUCE RUCKER

Health Services District Board of Directors - James B. Ellisor - Term expires 03/10/04 -
Not eligible for Reappointment

BILLY DERRICK

Health Services District Board of Directors - John R. Caughman - Term expires 03/10/04 -
Eligible for Reappointment

JACOB WILKERSON

Health Services District Board of Directors - Wayne D. Corley - Term expires 03/10/04 -
Eligible for Reappointment

JOHN CARRIGG

Accommodations Tax Board - Angela Ecton - Term expired 12/31/03 - Eligible for Reappointment
Accommodations Tax Board - Gayle D. Jewell - Term expired 12/31/03 - Eligible for Reappointment
Accommodations Tax Board - Judy Knoechel - Term expired 12/31/03 - Eligible for Reappointment
Children's Shelter - Vacant - Term expired 6/30/01
Assessment Appeals Board - Larry B. Mack - Term expired 9/21/02 - Eligible for Reappointment

TODD CULLUM

Accommodations Tax Board - Marila J. Turbyfill - Term expired 12/31/03 - Eligible for
Reappointment
Children's Shelter - Gloria Jackson - Term expired 6/30/03 - Eligible for Reappointment; however,
does not attend board meetings
Health Services District Board of Directors - Elizabeth W. Foster - Term expires 03/10/04 -
Eligible for Reappointment
Library Board - Marie S. Horne - Term expired 09/26/03 - Eligible for Reappointment
(Indicated did not wish to be reappointed)

ATHLETIC COMMISSION

Steve Keefe - Term expired 11/30/00 - Unable to contact - no response

Joel Slotnick - Term expired 11/30/02 - Eligible for Reappointment - Willing to serve again

LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL

At-Large Appointments

Buddy Wilson - Term expired 12/31/03 - Eligible for Reappointment

Anida P. Mims - Term expired 12/31/03 - Eligible for Reappointment

William R. Gibson - Vacant - Ineligible to Serve (former employee)

CULTURAL COUNCIL OF RICHLAND AND LEXINGTON COUNTIES

Replacement of former Chairman Bill Banning

BUILDING CODE BOARD OF APPEALS

Plumbing - Perry Kimball - Term expired 08/13/03 - Not eligible for Reappointment

HEALTH SERVICES DISTRICT BOARD OF DIRECTORS

James E. Clark - At Large - Term expires 03/10/04 - Eligible for Reappointment

TEMPORARY SIGN AND PERMITTING COMMITTEE

Keith Bush - Nominated by Billy Derrick

Thomas Campbell - Nominated by Bruce Rucker

Roger "Bo" Griffin - Nominated by Bobby Keisler

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: TEMPORARY SIGN & PERMITTING COMMITTEE

Nominee: KEITH BUSH

Address: 1004 ASBILL CT LEESVILLE, FC 29070

Employed by: RETIRED

Address: N/A

Home Telephone: 8036040779 Business Telephone: N/A

Mobile Phone: 8033181346 Beeper Number: N/A

Fax Number: NONE

Is nominee aware of board/commission activities and responsibilities: yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

5 years - Lex. Co. Zoning Assistant - PLANNING & DEVELOPMENT
also Code Enforcement officer - LCSO

Submitted by: Keith Bush

Date: 12-22-03

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Temporary Sign and Permitting Committee

Nominee: Thomas C. Campbell Jr

Address: 670 Shirway Rd, Lexington, SC 29073

Employed by: (Self) Campbell's Custom Deer Processing

Address: 2270 Old Orangeburg Rd, Lexington, SC 29073

Home Telephone: 356-9788 Business Telephone: 955-0224

Mobile Phone: 360-4483 Beeper Number: none

Fax Number: _____

Is nominee aware of board/commission activities and responsibilities: yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

my name is Thomas C. Campbell Jr. I have been a resident of Lexington County for 27 years. I have been a Lexington County business owner for more than 22 years and for the last 12 deer seasons, I have owned and managed Campbell's Custom Deer Processing. I am also a SC licensed general contractor and a SC Notary Public. I graduated from Pelion High School and have engaged in continuing education in the meat and construction industries throughout the years. I have also served as a local scout master in the Boy Scouts of America Program. I am married, my wife of 21 years is a local high school English/

Submitted by: Thomas C. Campbell Jr

Date: 12/30/03

journalism teacher. We have one grown child who attended and graduated from Airport High School

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Sign Ordinance
 Nominee: Roger 'Bo' Griffin
 Address: 5429 Platt Springs Road Lexington SC 29073
 Employed by: Griffins Auto Body Repair
 Address: SAA
 Home Telephone: 996 5915 Business Telephone: 957 5776
 Mobile Phone: 803 261 4880 Beeper Number: _____
 Fax Number: 957 6820

Is nominee aware of board/commission activities and responsibilities: Yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

Long time resident of Lexington County -
Owned - Griffins Auto Body Repair - 20 yrs -

Submitted by: Bobby Heister
 Date: 1/6/04



County of Lexington
Community and Economic Development
212 South Lake Drive Lexington, SC 29072
(803) 359-8389 Fax (803) 359-8101

MEMORANDUM

To: Dot Black
For: Lexington County Council
From: Tammy Coghill *Tammy Coghill*
Re: Expansion and Appointment of Building Code Board of Appeals membership
Date: November 6, 2003

As you are aware, County Council recently approved an increase in the number of Building Code Board of Appeals members from seven (7) to nine (9).

Unlike most Boards appointed by Council, this group is not appointed by District, but by discipline. The increase in membership enables the addition of a member of the Building Industry as well as a Member-At-Large, who could represent any discipline.

The expansion to 9 members also allows this Board to mirror the size of other Boards and Commissions and provides the opportunity for more appointments from more Council members. Even though not district-specific, the addition may open up an opportunity for a Councilman who has previously not been able to appoint anyone due to lack of volunteer in that particular discipline. The present Board members all come from either Council District 1, 2, or 4.

There are two Board members whose terms have expired and as such are not eligible to continue to serve, as well as two new positions to be filled.

At the present time the following disciplines need to be represented:

Plumbing Contractor
Mechanical Contractor
Building Industry (new)
Member at Large (new)

Possible candidates are listed below, however this list is not intended to be exhaustive and the individuals have not been contacted by staff:

Plumbing	Billy Sturkie, Billy Sturkie Plumbing
Mechanical	Marvin Smith, Cool Flow Heating & Air
Mechanical	Sam White, Walker-White, Inc.
Building	Bill Haring, Alternative Building Systems
Building	Bill King, Wall Systems, Inc.
At-Large	Wade Keisler, Developer

Please contact Mike Moore, Building Official, or me if you have any questions. Thank you.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8166

(F) 359-2240

DATE: January 6, 2004

TO: Art Brooks
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



SUBJECT: Construction of EMS Headquarters Facility
BID NO. B04020-12/18/03

Competitive bids were solicited and advertised for the construction of a 8,250 square foot pre-engineered metal building to serve as the EMS Headquarters facility located on Ball Park Road. The project included landscape development, fencing with security gates, paving, water and sewer lines, new generators, and other site improvements. The County provided the necessary site preparation for this project.

We received six (6) bids (see attached bid tabulation). The bids were evaluated by John Derrick, MJA Architects, Inc. (See recommendation attached) and Sheila Fulmer, Procurement Manager. It is our recommendation to award this project to the lowest bidder, Moose Construction Co., Inc. for a total cost of \$599,250.00.

Funds are appropriated as follows:

4440-131400-5A4352	\$490,000.00	EMS Headquarters Building Construction
4440-131400-5A4353	\$15,000.00	Water and Sewer
4440-131400-5A4354	\$6,750.00	Paving
4440-131400-5A4355	\$15,000.00	Fencing and Security Gates
4440-131400-5A4356	\$47,500.00	Generators
4440-131400-5A4373	\$25,000.00	Landscaping
Total	\$599,250.00	

I concur with the recommendation and further request that this bid be placed on Council's agenda for their next scheduled meeting on January 13, 2004.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Tom Gross, EMS Coordinator

BID TABULATION FORMEMS HEADQUARTERS
LEXINGTON COUNTY, SC

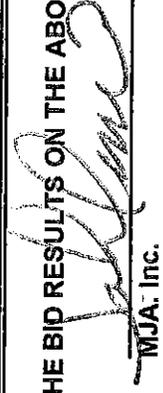
BIDDERS NAME	CONTRACTOR LICENSE NO.	ADDENDA ACKNOWLEDGED	BID BOND	SUBCONTRS	BASE BID
Burkwood Construction Co., Inc. 1240 Bluff Road Columbia, SC 29201					No Bid
Core Construction Co., Inc. P.O. Box 2156 West Columbia, SC 29171	G108900	1, 2, 3, 4	Yes	HVAC- Martin Mech Plbg-Pound Plbg Elect-Palmetto State	\$641,000.00
Ideal Construction P.O. Box 705 White Rock, SC 29177	G10813	1, 2, 3, 4	Yes	HVAC-E F Martin Plbg-Pound Plbg Elect-Burris	\$628,690.00
Lyn-Rich Contracting 1135 Baywater Dr. West Columbia, SC 29170	G12471	1, 2, 3, 4	Yes	HVAC-Knight Contr. Plbg-Billy Sturkie Elect-Corley	\$645,400.00
M A R Construction 141 Riverchase Way Lexington, SC 29072	G10444	1, 2, 3, 4	Yes	HVAC-Troubleshooters Plbg-David Elkins Elect-Palmetto State	\$631,837.00
Monteray Construction 8130 Garners Ferry Road Columbia, SC 29209					No Bid

BID TABULATION FORM

EMS HEADQUARTERS
LEXINGTON COUNTY, SC

BIDDERS NAME	CONTRACTOR LICENSE NO.	ADDENDA ACKNOWLEDGED	BID BOND	SUBCONTRS	BASE BID
Moose Construction Co., Inc. 917 Harrington Street Newberry, SC 29108	G11720	1, 2, 3, 4	Yes	HVAC-E F Martin Plbg-Pound Plbg Elect-Palmetto State	\$599,250.00
Murphy Contracting P.O. Box 881 Lexington, SC 29071	G16390	1, 2, 3, 4	Yes	HVAC-Holsenback Plbg-Danco Plbg Elect-Burriss	\$619,284.00
Orion Construction Co., Inc. 1905 Hampton St. Columbia, SC 29201					No Bid

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS A TRUE AND ACCURATE COPY OF THE BID RESULTS ON THE ABOVE REFERENCED PROJECT


MJA, Inc.



December 19, 2003

Sheila Fulmer, CPPC
Lexington County Procurement Office
County Administration Building, 4th Floor
212 South Lake Drive
Lexington, SC 29072

Re: **L150 - EMS Headquarters**

Dear Ms. Fulmer:

Please find enclosed Certified Bid Results for the above referenced project. We have had conversations with the two low bidders and feel comfortable with both the Contractor who was low and his Bid Price. We, therefore, would recommend to you that this project be awarded to the low bidder, Moose Construction Co., Inc.

We look forward to continuing to work with you, your staff, EMS, and the Contractor toward the successful completion of the Headquarters Building.

Sincerely,
MJA, Inc.

A handwritten signature in dark ink, appearing to read 'John C. Derrick', is written over a faint, larger version of the signature.

John C. Derrick, AIA
President

Enclosure

cc: Moose Construction Co., Inc.

POST OFFICE BOX 84
1325 PARK STREET • SUITE 300
COLUMBIA, SOUTH CAROLINA 29202
(803) 799-5472 • FAX (803) 799-5590

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: December 16, 2003

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



**SUBJECT: Personal Dosimeters - Sole Source
Public Safety/Emergency Preparedness/Communications**

We are in receipt of a requisition and recommendation from Neil Ellis, Emergency Preparedness/Communications Coordinator, for the purchase of new Science Applications International Corporation (SAIC) personal dosimeters. This type of electronic equipment provides accurate dosimetry readings for emergency workers who respond to the 10-mile emergency planning zone in support of V.C. Summer Nuclear Station and COBRA response. This equipment is currently being used by Richland County, whose advanced COBRA team we support. This purchase will allow for interoperability with the advanced team and in mutual aid operations for the nuclear power plant. This purchase has also been deemed a sole source through SAIC as they are the manufacturer and there are no distributors. The total cost of these items including tax is \$10,248.00.

Funds are appropriated in account:

2476-131500-5A4297 (25) Dosimeters

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on January 13, 2004.

copy: Larry Porth, Assistant County Administrator / Director of Finance
Neil Ellis, Emergency Preparedness/Communications Coordinator

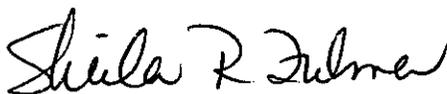
COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

DATE: December 30, 2003

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Janice A. Bell, CPPB 
Procurement Officer

SUBJECT: CLOTHING FOR PATROL PERSONNEL - TERM CONTRACT
BID NO. C04010-12/22/03B

Competitive bids were solicited and advertised for a term contract for the purchase of clothing for patrol personnel for the Sheriff's Department. The term of this contract shall be for a period of one (1) year. The County has the option to extend the contract on an annual basis and will not exceed two (2) additional one year periods.

We received three (3) bids (see attached bid tabulation). Bids were evaluated by Janice A. Bell, Procurement Officer and Sylvia Dillon, Sheriff's Department. It is our recommendation to award this contract to Wright Johnston, Inc. as the lowest bidder meeting specifications.

The cost is based on estimated quantities projected for use by the Sheriff's Department for a period of one (1) year. It is estimated that the annual value of this contract is \$47,229.00 including sales tax. Purchases are made on an as needed basis and will not exceed funds available in each account.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on January 13, 2004.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Timothy James, Sheriff's Department/Interim Public Safety Director
Sylvia Dillon, Sheriff's Department
Major Scott Prill, Sheriff's Department

**COUNTY OF LEXINGTON
BID TABULATION SHEET**

**BID: C04010-12/22/03B
CLOTHING FOR PATROL PERSONNEL**

ITEM	DESCRIPTION	Wright-Johnston	ATC Uniforms	Exclusive Selections
1	Blauer Style 8119 Mock Neck Dickie, Black	\$11.95 each/ \$4,780.00	\$17.95 each/ \$7,180.00	\$18.00 each/ \$7,200.00
2	Blauer Style 8110 Mock Turtleneck Shirt, Black	\$28.50 each/ \$17,100.00	\$23.95 each/ \$14,370.00	\$38.00 each/ \$22,800.00
3	Blauer Streetgear Style 8703 Long Sleeve Shirt, Blue	\$38.50 each/ \$23,100.00	\$39.95 each/ \$23,970.00	\$46.00 each/ \$27,600.00
	Total	\$44,980.00	\$45,520.00	\$57,600.00

Bids Opened: December 22, 2003 @ 3:00 p.m.

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

DATE: December 8, 2003

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Donna J. Harris, CPPB
Procurement Officer

SUBJECT: AMMUNITION
BID NO. C04007-11/21/03H

Sheila R. Fulmer

Donna J. Harris

Competitive bids were solicited and advertised for a term contract for ammunition for the Sheriff's Department.

We received two (2) bids (see attached bid tabulation). Bids were evaluated by Captain Ron Smith, Sheriff's Department and Donna J. Harris, Procurement Officer. It is recommended that the award be made to Lawmen's Safety and Elmer Arms as the lowest bidders. The cost of this service is based on estimated quantities projected for use by the Sheriff's Department for a period of one (1) year. It is estimated that the annual value of this contract is \$28,425.46 including applicable sales tax.

It is our recommendation to award these term contracts for the initial period of one (1) year with the option to extend the contracts for two (2) additional one year periods if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on January 13, 2004.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Timothy James, Sheriff's Department/Interim Public Safety Director
Captain Ron Smith, Sheriff's Department

**COUNTY OF LEXINGTON
 BID TABULATION SHEET**

**BID: C04007-11/21/03H
 AMMUNITION**

ITEM	DESCRIPTION	Lawmen's Safety	Elmer Arms
1	9mm, 124 grain FMJ	\$2,943.00	No bid
2	.45 ACP, 230Grain FMJ	\$1,726.90	No bid
3	.44 Magnum, 240 grain FMJ	No bid	No Bid
4	.38 SWC 148 grain Wad Cutter	No bid	\$1,300.00
5	12 Gauge, 2 3/4" Heavy Field Load	\$719.20	No bid
6	.308 BTHP, 168 grain	\$221.80	No Bid
7	#53918 Gold Dot, .357 Sig 125 grain	\$638.00	No bid
8	#53919 Lawmen .357 Sig 125 grain TMJ	\$5,370.00	No bid
9	#53617 Gold Dot 9mm, 124 grain Plus P	\$438.42	No bid
10	#53651 Lawmen 9 mm, 124 grain TMJ	\$6,100.00	No Bid
11	.38 SWC, 158 grain Plus P, no brass exchange	No bid	\$6,200.00
12	RR12RS, 12 gauge slug	\$420.00	No Bid
13	.223 BTHP, 55 grain	\$416.55	No Bid
14	#53368, .357 Sig Non, 100 grain	\$578.00	No Bid

A no bid was received from Precision Delta Corporation stating they were unable to meet specifications.

Bids Opened: November 21, 2003 @ 3:00 p.m.



Donna J. Harris, CPPB
 Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 359-8385

(F) 359-2240

DATE: December 16, 2003

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager *Sheila R. Fulmer*

FROM: Janice A. Bell, CPPB
Procurement Officer *Bell*

SUBJECT: **Motorola 800 MHZ Radios and Supplies**
Sheriff's Department

We are in receipt of requisitions for the purchase of three (3) Motorola 800 MHZ Radios and Supplies for the Sheriff's Department. The radios and supplies will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. These items are required for immediate communication with the task force investigators and other agencies and for the safety of the investigators. Total cost of these items including tax is \$15,168.07.

Funds are appropriated in the following accounts:

2436-151200-5A4184	(1) 800 MHZ Radio	\$ 5,056.02
2443-151200-5A4199	(2) 800 MHZ Radios & Accessories	10,112.05

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on January 13, 2004.

Attachments

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Timothy James, Sheriff's Department/Interim Public Safety Director

County of Lexington

PURCHASE REQUISITION

No. _____

04-0420

DATE: November 21, 2003

P.O. NUMBER ASSIGNED: _____

RECEIVED

VC 12075

ALL ITEMS DELIVERED WILL BE HANDLED THROUGH CENTRAL WAREHOUSE

INDICATE SPECIAL HANDLING BELOW:

RECOMMENDED VENDOR AND ADDRESS	NOV 21 5 31 PM '03
MOTOROLA	
CONTRACT #OIR2002.07	PROCUREMENT SERVICES
Phone Number: () -	WILL PICK UP
	OTHER

INVOICES TO BE SIGNED BY DEPT. 010

REQUIRED DELIVERY DATE: _____

TOTAL AMOUNT	DEPARTMENT	ACCOUNT CODE	REQUISITIONED BY
\$10112.05	SHERIFF'S	2443-151200-5A4199	HEATLEY

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
2	EA	MODEL #H18UCH9PW7N, XTS5000, MODEL III, SMARTZONE	\$3384.70	\$6769.
2	EA	MODEL #Q44 RF ADAPTER	\$8.50	\$17.
2	EA	MODEL #Q806 DIGITAL OPERATION	\$437.75	\$875.
2	EA	MODEL #Q159 UCM HARDWARE	\$127.50	\$255.
2	EA	MODEL #Q625 DES-XL ENCRYPTION	\$509.15	\$1018.
2	EA	MODEL #H869 MULTI-KEY	\$280.50	\$561.
2	EA	MODEL #H14 DIGITAL ID DISPLAY	\$63.75	\$127.
2	EA	MODEL #RNN4006 SPARE BATTERY	\$89.00	\$178.
2	EA	MODEL #NTN1873 RAPID CHARGER	\$140.25	\$280.
2	EA	MODEL #NMN6193 SPEAKER MIC	\$74.16	\$148.
2	EA	PALMETTO 800 PROMOTION IF ORDERED BEFORE 12/31/03	-\$300.00	-\$600
		SUB TOTAL		\$9630
		TAX		\$481
		LABOR / SHIPPING		\$0
		TOTAL		\$10112

PLEASE FORWARD WHITE COPY TO THE PURCHASING DIVISION FOR PROCESSING. RETAIN CANARY COPY AT THE DEPARTMENT FOR REFERENCE.

I HEREBY CERTIFY THAT THE ARTICLES REQUESTED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THIS AGENCY AND THAT FUNDS HAVE BEEN APPROPRIATED AND ARE AVAILABLE.

Amos H. ... 11/25/03
SIGNATURE OF DEPARTMENT HEAD

-FOR PURCHASING DIVISION'S USE ONLY -

APPROPRIATION BALANCE \$ 10,120.00

CTY ADM APPROVAL _____ DATE _____

CTY COUNCIL-APPROVAL DATE _____

PUR AGT APPROVAL TO PROCESS ORDER _____

County of Lexington

PURCHASE REQUISITION

No. _____

04-0429

DATE: November 21, 2003

P.O. NUMBER ASSIGNED: _____

VC 12075

RECEIVED

ALL ITEMS DELIVERED WILL BE HANDLED THROUGH CENTRAL WAREHOUSE

INDICATE SPECIAL HANDLING BELOW:

RECOMMENDED VENDOR AND ADDRESS	
MOTOROLA	2003 DFC -5 P 3:51
CONTRACT #OIR2002.07	
PROCUREMENT SERVICES	
Phone Number: () -	

WILL PICK UP

OTHER

INVOICES TO BE SIGNED BY DEPT. 010

REQUIRED DELIVERY DATE: _____

TOTAL AMOUNT	DEPARTMENT	ACCOUNT CODE	REQUISITIONED BY
\$5056.02	SHERIFF'S	2436-151200-5A4184	AMICK

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	EA	MODEL #H18UCH9PW7N, XTS5000, MODEL III, SMARTZONE	\$3384.70	\$3384
1	EA	MODEL #Q44 RF ADAPTER	\$8.50	\$8
1	EA	MODEL #Q806 DIGITAL OPERATION	\$437.75	\$437
1	EA	MODEL #Q159 UCM HARDWARE	\$127.50	\$127
1	EA	MODEL #Q625 DES-XL ENCRYPTION	\$509.15	\$509
1	EA	MODEL #H869 MULTI-KEY	\$280.50	\$280
1	EA	MODEL #H14 DIGITAL ID DISPLAY	\$63.75	\$63
1	EA	MODEL #RNN4006 SPARE BATTERY	\$89.00	\$89
1	EA	MODEL #NTN1873 RAPID CHARGER	\$140.25	\$140
1	EA	MODEL #NMN6193 SPEAKER MIC	\$74.16	\$74
1	EA	PALMETTO 800 PROMOTION IF ORDERED BEFORE 12/31/03	-\$300.00	-\$300
		<i>no bid required - STATE CONTRACT</i>		
		SUB TOTAL <i>NARC MJTF 1D03071</i>		\$4815
		TAX <i>Place STATE CONTRACT # ON P.O.</i>		\$240
		LABOR / SHIPPING		\$0
		TOTAL		\$5056

PLEASE FORWARD WHITE COPY TO THE PURCHASING DIVISION FOR PROCESSING. RETAIN CANARY COPY AT THE DEPARTMENT FOR REFERENCE.

I HEREBY CERTIFY THAT THE ARTICLES REQUESTED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THIS AGENCY AND THAT FUNDS HAVE BEEN APPROPRIATED AND ARE AVAILABLE.

Amiothye J. Jones
SIGNATURE OF DEPARTMENT HEAD

-FOR PURCHASING DIVISION'S USE ONLY-

APPROPRIATION BALANCE \$ 5060.00
 CTY ADM APPROVAL _____ DATE _____
 CTY COUNCIL-APPROVAL DATE _____
 PUR AGT APPROVAL TO PROCESS ORDER _____

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

DATE: December 31, 2003

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB 
Procurement Manager

FROM: Janice A. Bell, CPPB 
Procurement Officer

SUBJECT: Request for Approval to Utilize Competitive Sealed Proposal Process for
Jail Health Care Service and Food Service Contracts

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from potential qualified bidders for providing Health Care Service and Food Service for the Lexington County Detention Center. The current contract for Health Care Service provided by Prison Health Services, Inc. and the contract for Food Service provided by ABL Management, Inc. expire July 1, 2004.

The previous method of solicitation was through the RFP process. We feel that due to the scope of this project, it would not be practical or to our advantage to write up a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a contractor, it will also be advantageous to consider other award criteria in addition to cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors.

It is our recommendation that we utilize the competitive sealed proposal procedure established in the County ordinance. In accordance with this ordinance, approval for use of this procedure must be obtained from County Council. We further recommend that this request be presented to County Council at their next scheduled meeting on January 13, 2004.

Thank you.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James R. Metts
Chief Timothy James, Sheriff's Department/Interim Public Safety Director
Sylvia Dillon, Sheriff's Department
Captain Buddy Williams

COUNTY OF LEXINGTON

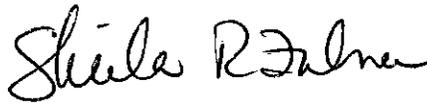
Procurement Services

MEMORANDUM

DATE: January 7, 2004

TO: Art Brooks
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager



SUBJECT: Campus Plan Update; Phase II - Renovations of Existing Administration Building

This is just a reminder/refresher of the Campus Plan Construction project. Phase I, which is the construction of the Judicial Center and the addition of the Administration Building, is nearing completion. We have moved all employees into the Judicial Center and have begun moving personnel into the addition of the Administration Building.

F. J. Clark, Inc. has begun Phase II of the project. Phase II is the renovation of the existing Administration Building. The architect is currently meeting with all departments involved with this phase and floor plan renovations should be completed shortly. Once floor plans have been finalized, F. J. Clark will move forward with the bid process. Funds have been appropriated through the Campus Plan Construction for this phase of the project.

copy: Larry Porth, Director of Finance/Assistant County Administrator

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

**AN ORDINANCE TO AMEND ORDINANCE DATED _____
RELATING TO THE INDUSTRIAL AND BUSINESS PARK OF
NEWBERRY AND LEXINGTON COUNTIES SO AS TO ENLARGE THE
PARK AND TO PROVIDE FOR DISTRIBUTION OF THE FEE
PAYMENTS.**

WHEREAS, pursuant to an Ordinance enacted _____, by Lexington County Council ("Ordinance No. _____"), Lexington County entered into an Agreement for Development of Joint County Industrial and Business Park dated as of July 28, 1998 with Newberry County (the "Agreement"); and

WHEREAS, pursuant to Section 3 of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to resolutions of the respective County Councils of Lexington County and Newberry County; and

WHEREAS, by Resolution dated _____, Lexington County Council authorized the enlargement of the park to include the property owned by American Fiber & Finishing, Inc. ("AFFI") in Newberry County more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the purpose of this Ordinance is to further amend Ordinance No. _____ to modify the distribution of fees from the Property.

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

1. Exhibit B to the Agreement is hereby and shall be amended to include the Property and that the Chairman of Lexington County Council is hereby authorized to execute and deliver any desired amendments to the Agreement necessary to accomplish the within enlargement with the approval of Lexington County Council.

2. Notwithstanding the provisions of Ordinance No. ____ and the Agreement, the distribution of the fees from the Property (the "AFFI Fees") shall be as follows:

(a) The total AFFI Fees shall be reduced by the 50% and 25% credits over five (5) years each for a total of 10 years as provided for in Article III of the Infrastructure and Real Estate Improvements Financing Agreement dated as of December __, 2003 and entered into between Newberry County and AFFI until the credit is fully utilized, and any remaining or subsequent AFFI Fees shall then be distributed as follows:

(i) one percent (1%) of the AFFI Fees shall be paid to Lexington County, South Carolina;

(ii) ninety-nine percent (99%) of the AFFI Fees shall be paid to Newberry County.

3. This Ordinance shall amend, to the extent necessary, any other ordinances or resolutions of Lexington County Council pertaining to the Park. This Ordinance shall be effective after third and final readings thereof.

DONE in meeting duly assembled this ____ day of _____, 2003.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman, Lexington County Council

ATTEST:

Clerk to County Council

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community & Economic Development
County Administration Building (803) 359-8121
212 South Lake Drive Lexington, South Carolina 29072

ZONING MAP AMENDMENT APPLICATION # M03-05

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

Counts Ferrv Rd. a distance of 8,055 feet from the intersection of Hwy 378 northward; a portion of Rocky Cove Rd. for distance of 523 feet; Hendrix Landing Rd. a distance of 1,498 feet and Quail Trail a distance of 1,450 feet. (All distances are approximate)

Road Classifications: Local (L) Residential Local Four (RL4)
(current) (Proposed)

Reason for the request (use the back of this application form if necessary):

The residents desire to preserve the residential character of the neighborhood and keep the roads safe for pedestrians to enjoy. The neighborhood is currently all residential and agricultural and the change is necessary to exclude commercial development that would bring commercial traffic.

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

Date 08-07-03

Signature Cindy Ouzts
Name(print) Cindy Ouzts

Address 1243 Counts Ferrv Rd.
Lexington SC 29072

Phone 252-6500

- 1. 08/07/03 Application Received
2. 8/17/03 Fee Received
3. 9/25/03 Newspaper Advertisement
4. 9/25/03 Property Posted
5. 10/01/03 Notices Sent

10/16/03 Planning Commission Recommendation: DEFERRED UNTIL 11/20/03 IN ORDER TO REVIEW

SCENIC CORRIDOR INFORMATION & PROPOSED ADDITIONS TO ROAD CLASSIFICATIONS.

11/20/03 - RECOMMEND DENIAL VOTE: 6 YES - 1 ABSTENTION

9/09/03 First Reading 10/14/03 Public Hearing / / / Second Reading / / / Third Reading

Results: _____

STAFF SUMMARY ZONING MAP AMENDMENT #M03-05

Description of the Amendment: This map amendment request is for a change in road classification from "Local (L)" to "Residential Local Four (RL4)" for a portion of Counts Ferry Rd. a distance of 8,055 feet in length, a portion of Rocky Cove Rd. a distance of 523 feet in length, Hendrix Landing Rd. a distance of 1,498 feet and Quail Trail a distance of 1,450 feet. All distances are approximate. All four roads are paved state maintained roads.

Character of the Area: There is a mix of vacant property and residential use property. Lot sizes vary from approximately 1/2 acre to 76.46 acres with several tracts over seven acres.

Zoning History: This property is in the Central Lexington County Planning Area zoned in December, 1986. Property fronting Hwy 378 is zoned "ID (Intensive Development)" for the first 250-450 feet in depth. The remainder of property fronting on the amendment roads is zoned RD "(Restrictive Development)". No other amendment requests have been made for this general area.

Implications of Amendment: An "RL4" road is described in the Ordinance as one that is intended to accommodate some residential activities at four dwelling units per gross acre. Access via these roads will be limited to this type development and allowed home occupations or accessory activities. A "Local" road is described as a street that primarily provides access to nonresidential land uses and connects residential streets with Arterials and Collectors. Land uses on these roads should be compatible with higher traffic volumes. Residential density on a Local Road allows for eight dwelling units per gross acre.

The RL4 designation currently impacts 163.4 acres. There are 262.5 acres that would be affected by a change from Local to RL4 with an additional 91.2 acres partially affected since they have access on Highway 378 as well as Counts Ferry Road.

Council District: Three

Attachment: Chart of Allowed Uses by Road Classification
Location Maps
Political Boundaries Maps

Chapter 2. General Requirements

22.00 Street Classifications and Access

All streets on the zoning maps shall be designated one of the following classifications as shown on the Right-of-Way Plan. The columnar chart which follows in Section 22.02 identifies the type street required to provide access to each activity.

Arterial (A): A street of regional importance or a main road of the community which is expected to carry either heavy vehicular traffic volumes or high-speed traffic or both. Traffic intensive commercial, industrial and high-density residential activities should be encouraged to develop on Arterial roads.

Collector (C): A street which is used or intended to be used for moving traffic from local streets to Arterials. Collectors are generally shorter than Arterials, but carry high volumes of traffic. Therefore, development of land along Collectors should be compatible with high traffic volumes.

Local (L): A street which primarily provides access to nonresidential land uses and connects residential streets to the Arterials and Collectors. Land uses should be compatible with higher traffic volumes. However, the most intensive land uses which generate extremely high levels of traffic should be prohibited from direct access. The following additional categories of Local streets are established to handle the special circumstances described:

Residential Local Six (RL6): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate residential activities at six dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Five (RL5): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at five dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Four (RL4): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at four dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Limited Local (LL): A street that contains a locational or design flaw which limits traffic volume. The conditions of the problem should be virtually impossible to correct or very unlikely to be improved. Access to this type street will be limited to those activities expected to generate traffic volumes equal to or less than Detached Residential development at four dwelling units per acre.

22.01 New Streets Created

Whenever new streets are added to the roadway system within the zoning jurisdiction of Lexington County, these streets shall be classified according to the criteria specified within this section. The Zoning Administrator, upon the approval and confirmation of the classification by the Planning Commission, shall cause same to be placed upon the zoning map.

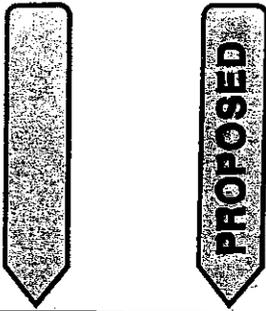
22.02 Chart of Permitted Access by Street Classification

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

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



A	C	I	RL6	RL5	RL4	LT & Max. Limits	ACTIVITIES
X	X	X				X .09 FAR	Administrative Offices
X							Advertising Signs
X	X	X					Airports
X	X	X					Animal Raising
X	X	X					Boat Docks
X	X						Bus and Transit Terminals
X	X	X				X .05 FAR	Business Services
X	X	X				X	Cemeteries
X	X	X					Child or Adult Day Care
X	X	X					Churches
X	X	X				X .03 FAR	Communication Towers
X	X	X					Community Education
X	X	X					Construction Services
X	X	X				X	Crops
X	X						Detention Centers
X	X	X				X	Essential Services (Limited)
X	X	X					Essential Services (Extensive)
X	X	X					Food Services
X	X	X					General Repair and Maintenance Services
X	X	X				X .03 FAR	General Retail (Limited)
X	X	X				X .03 FAR	General Retail (Extensive)
X	X	X	X*	X*	X*		Group Assembly (Limited)
X	X	X	X*	X*	X*		Group Assembly (Intermediate)
X	X	X#					Group Assembly (Extensive)
X	X	X	X			X 5.5 DU/acre	Group Housing
X	X	X#					Hospitals
X	X	X					Kennels and Stables
X	X	X					Landfills (Limited)
X	X	X**					Landfills (Intermediate)
X	X**						Landfills (Extensive)
X	X	X					Manufacturing (Light Assembly)
X	X	X					Manufacturing (Limited)
X	X	X					Manufacturing (Intermediate)
X	X						Manufacturing (Extensive)
X	X	X					Marinas
X	X	X				X .07 FAR	Medical Services
X	X						Military Installations
X	X	X					Mining (Limited)
X	X	X					Mining (Intermediate)
X	X						Mining (Extensive)
X	X	X	X	X	X	X	Mini-Parks
X	X	X					Mini-Warehouses
X	X	X	X	X	X	X 4 DU/acre	Mobile Homes
X	X	X	X			X 6 DU/acre	Mobile Home Parks
X	X	X	X	X	X	X	Natural Reserves
X	X	X	X				Non-Assembly Cultural
X	X	X				X 12 Beds/acre	Nursing Homes
X	X	X				X .03 FAR	Personal Convenience Services



A	C	I	RE-6	RE-5	RE-4	LI & Max. Limits	ACTIVITIES
X	X	X				X	Plant Nurseries
X	X						Power Plants
X	X	X				X .09 FAR	Professional Services
X	X						Radioactive Materials Handling
X	X						Railroad
X	X	X					Recycling Centers
X	X	X				X .09 FAR	Research Services
X	X	X	X	X	X	X 4 DU/acre	Residential Detached
X	X	X	X	X		X 4 DU/acre	Residential Attached(2 Dwelling Units)
X	X	X	X			X 6 DU/acre	Residential Attached(3 or more Dwelling Units)
X	X	X	X			X 6 DU/acre	Retirement Centers/Assisted Living
X	X	X					Salvage/Wrecking Yard
X	X	X					Scrap Operations
X	X	X					Business Parks
X	X	X					Shopping Centers
X	X	X					Industrial Parks
X	X	X					Towing and Impoundment Lot
X	X	X					Trade Enterprises
X	X	X					Transient Habitation
X	X	X					Transport & Warehousing (Limited)
X	X	X					Transport & Warehousing (Extensive)
X	X	X					Transport Services
X	X	X					Undertaking
X	X	X	X	X	X	X	Utilities
X	X	X					Vehicle Parking
X	X	X				X	Vehicle Repair
X	X	X				X .03 FAR	Vehicle Sales
X	X	X					Vehicle Servicing (Limited)
X	X	X					Vehicle Servicing (Extensive)
X	X	X					Veterinarian
X	X	X					Zoos

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

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

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

22.10. Driveway and Street Restrictions

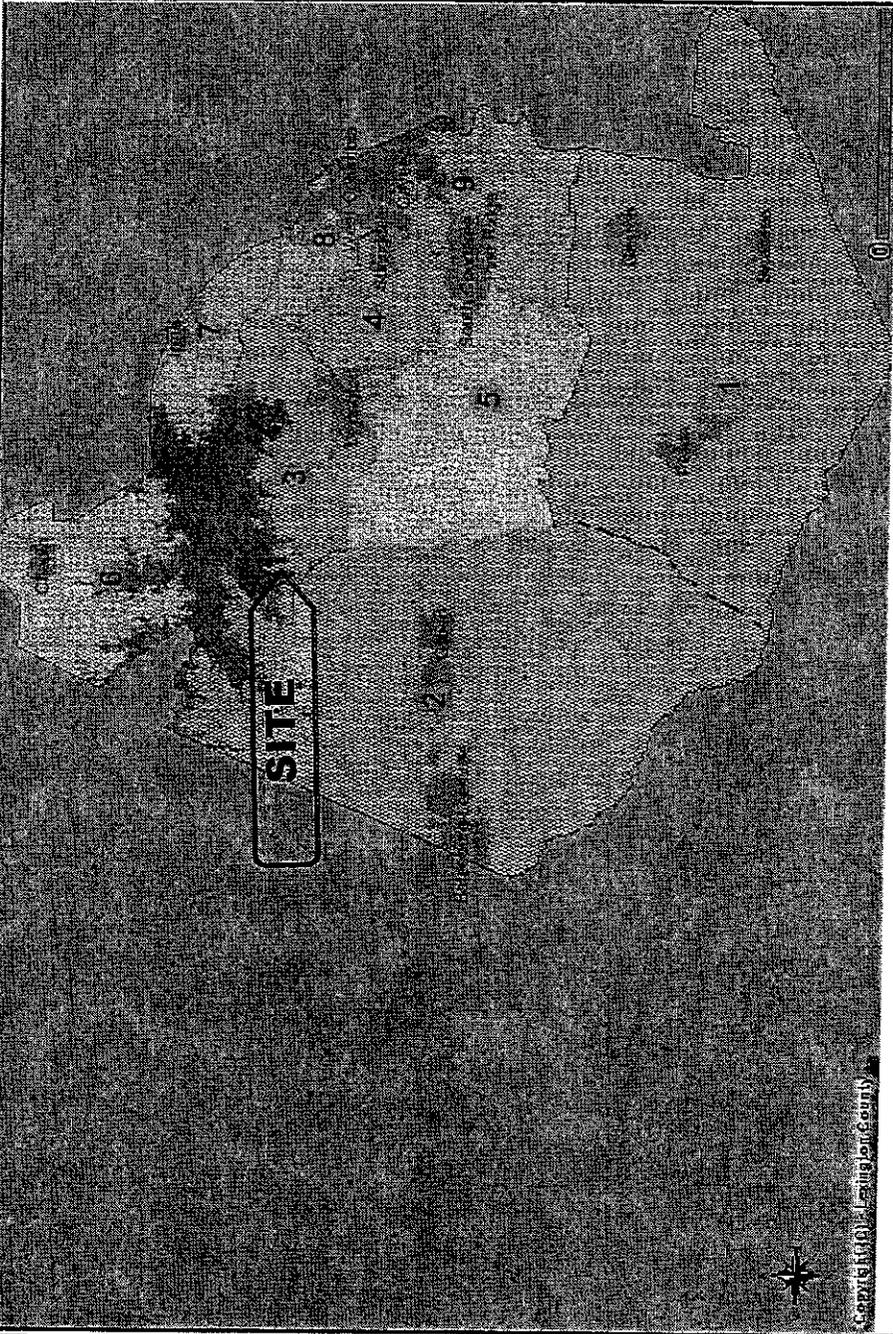
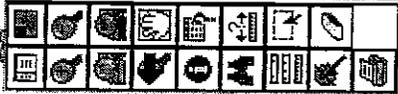
22.11 Vision Clearance

For the safety of the traveling and pedestrian public, all intersections will maintain a vision clearance triangle. These triangles must be kept clear of all vegetation, walls, or structures between a height of two and one-half (2.5) feet and ten (10) feet to provide for safer movement of motorists and pedestrians. Depending on the location, intersections must meet one of the following criteria:

- Intersections with stop signs must provide vision clearance by meeting intersection sight distance as described in Section 22.14 (a).
- Intersections that either presently contain automated traffic control signals, or have the potential to become thus signalized in the future, shall be designed with a vision clearance triangle as described below. This vision clearance is applied in addition to any sight distance requirements.

Political Boundaries

Back to Menu Help



Layers

- Visible Active
- Lake Murray
 - Roads
 - Railroads
 - County Outline
 - Magistrate Districts
 - Voter Precincts
 - School Districts
 - State Senate Districts (for 2004 election)
 - State House Districts
 - Lexington County Council Districts
 - Municipalities

Refresh Map

Pan

Land Use

-  Residential
-  Vacant

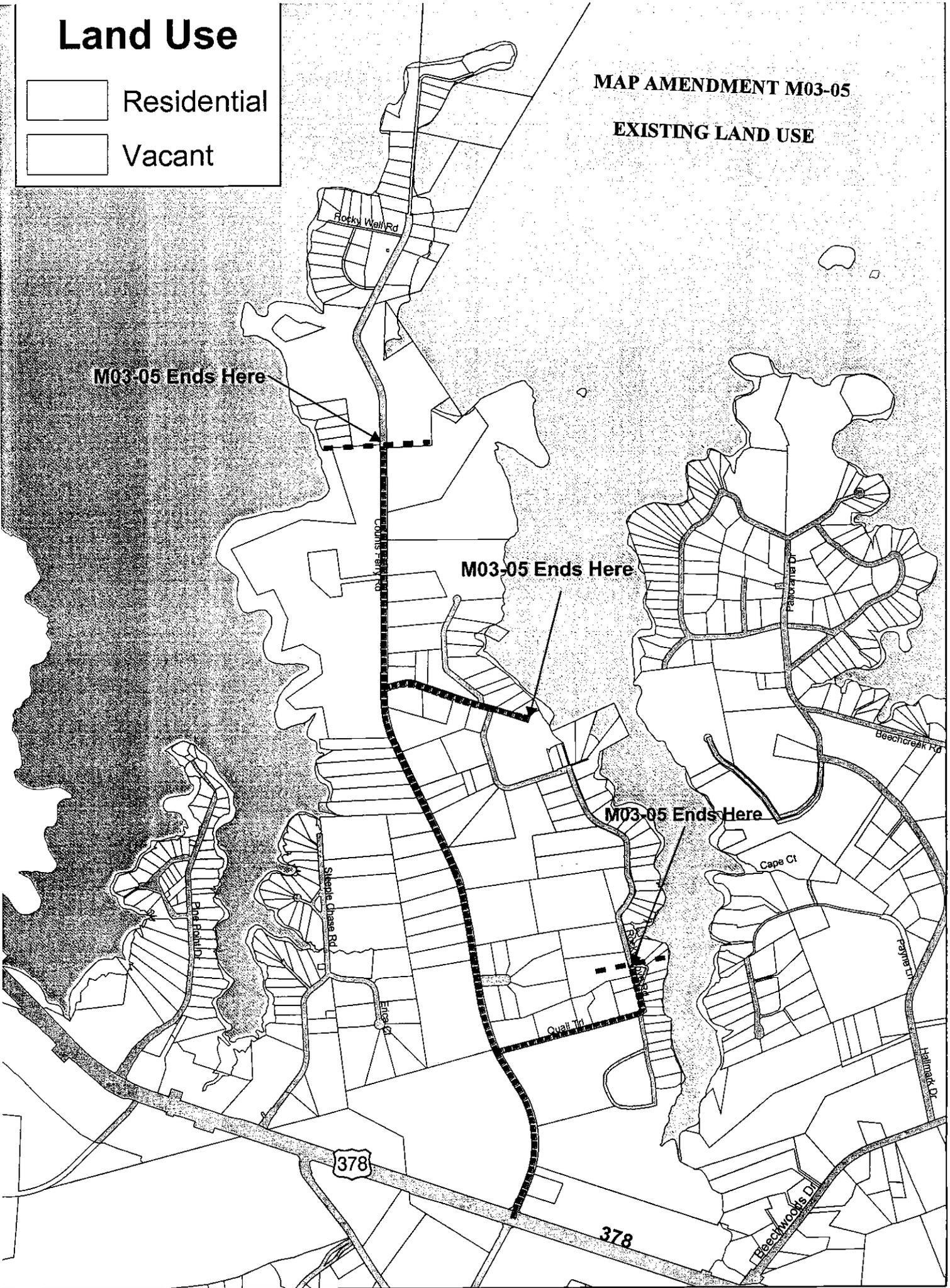
MAP AMENDMENT M03-05

EXISTING LAND USE

M03-05 Ends Here

M03-05 Ends Here

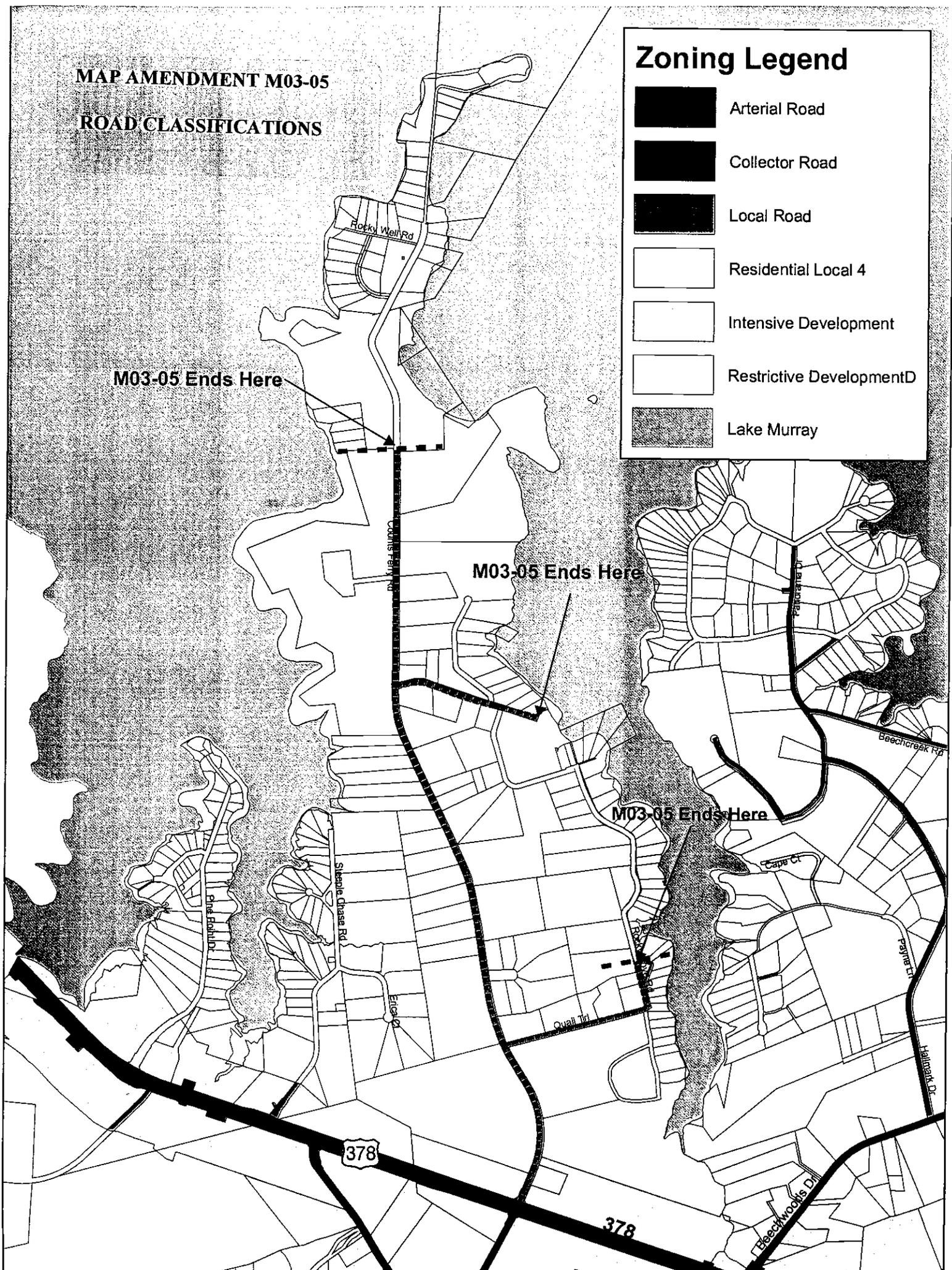
M03-05 Ends Here



**MAP AMENDMENT M03-05
ROAD CLASSIFICATIONS**

Zoning Legend

-  Arterial Road
-  Collector Road
-  Local Road
-  Residential Local 4
-  Intensive Development
-  Restrictive Development D
-  Lake Murray



M03-05 Ends Here

M03-05 Ends Here

M03-05 Ends Here

378

378

Rocky Well Rd

Quail Trl

Beechwoods Dr

Beechcreek Rd

Pine Hollow Dr

Sleeping Chase Rd

Enoch Ct

Cape Ct

Fairfax Ct

Hairmark Dr

Beechwoods Dr

Memorandum

November 24, 2003

For: County Council

From: Charlie Compton, Secretary 
Lexington County Planning Commission

Reference: Zoning Map Amendment M03-06 (Jerry D. Rothstein – applicant)

The Planning Commission at its meeting on Thursday, November 20, 2003, spent a great deal of time studying this proposed amendment and reviewing all of the public hearing comments and material. The members were very focused on insuring that the two adjacent subdivisions retain the benefit of having residential zoning adjoin the homes which share a common property line with the Rothsteins.

The Commission members were also very complimentary of the Rothsteins' efforts as owners and caretakers of their property at 6172 Bush River Road, and were understanding of the difficulties in maintaining this property as it is indefinitely. They were hoping the County could help the Rothsteins make an orderly development transition.

On the amendment that was before them, the Planning Commission recommended that only the front portion of the property be granted approval as C2 and that a portion of the property adjoining the two adjacent subdivisions retain the existing residential zoning with a proposed line to be drawn by the staff that can be easily located and that allows the flexibility to carry out a plan similar to the one proposed by Mr. Rothstein.

STAFF SUMMARY
ZONING MAP AMENDMENT #M03-06

Description of the Amendment: This map amendment request is for a change in zoning classification from "High Density Residential (R3)" to "General Commercial (C2)". The property owner wishes to improve the marketability of his property.

Character of the Area: There is a mix of commercial and residential use property. The subject property is bordered on the north by single family residential and on the west by Langsdale Rd. To the east is a church, with the subject property bordered on the south by Bush River Road. The SCE&G McMeekin Power Facility and Saluda Dam property is across Bush River Road to the south. The subject parcel is approximately 16.37 acres.

Zoning History: This property is in the Dutch Fork Planning Area zoned in 1971/1974. From 1986-1988 there were six requests granted in the immediate area for a change from R1, C1 or R3 to C2. From 1992 to 1994 two requests were granted for a change in zoning classification. One from "General Commercial (C2)" to "High Density Residential (R3)" and the other included "Restrictive Development (RD)" to "Low Density Residential (R1)" and "Low Density Residential (R1)" to "High Density Residential (R3)".

Council District: Six - Councilman Johnny W. Jeffcoat

Attachments: Chart of Allowed Uses by Zoning District
Location Maps
Political Boundaries Maps

21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and five of this Ordinance.
- b. The provisions of Chapters 2, 3, and four of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

- Extremely Hazardous Materials as regulated by Article 3
- Mining Operations as regulated by Article 8
- Mobile Home Parks as regulated by Article 7
- Sexually Oriented Businesses as regulated by Article 9

21.31 Chart of Permitted Activities by District

Those activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 11 of this Ordinance.

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Raising
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Child or Adult Day Care
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Churches
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services
			XX	XX	XX				XX	XX	Crops
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX		XX	XX	XX	XX	General Retail (Limited)
					XX			XX	XX	XX	General Retail (Extensive)
XX#	XX#	XX#	XX#	XX	XX		XX	XX	XX	XX	Group Assembly (Limited)
				XX	XX			XX	XX	XX	Group Assembly (Intermediate)
					XX			XX	XX	XX	Group Assembly (Extensive)



R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES	
		XX	Group Housing									
					XX		XX	XX	XX	XX	Hospitals	
			XX	XX	XX				XX	XX	Kennels and Stables	
					XX				XX	XX	Landfills (Limited)	
					XX				XX	XX	Landfills (Intermediate)	
					XX				XX	XX	Landfills (Extensive)	
					XX			XX	XX	XX	Manufacturing (Light Assembly)	
					XX				XX	XX	Manufacturing (Limited)	
					XX				XX	XX	Manufacturing (Intermediate)	
					XX				XX	XX	Manufacturing (Extensive)	
					XX			XX	XX	XX	Marinas	
					XX	XX	XX	XX	XX	XX	Medical Services	
					XX				XX	XX	Military Installations	
			XX		XX			XX	XX	XX	Mining (Limited)	
					XX				XX	XX	Mining (Intermediate)	
					XX				XX	XX	Mining (Extensive)	
XX	Mini-Parks											
					XX			XX	XX	XX	Mini-Warehouses	
	XX	XX	XX	XX	XX		XX	XX	XX	XX	Mobile Homes	
		XX			XX			XX	XX	XX	Mobile Home Parks (Limited) *	
		XX			XX			XX	XX	XX	Mobile Home Parks (Extensive) *	
XX	Natural Reserves											
				XX	Non-Assembly Cultural							
	XX	Nursing Homes										
					XX		XX	XX	XX	XX	Personal Convenience Services	
			XX	Plant Nurseries								
					XX				XX	XX	Power Plants	
					XX	XX	XX	XX	XX	XX	Professional Services	
					XX				XX	XX	Radioactive Materials Handling	
					XX				XX	XX	Railroad	
					XX				XX	XX	Recycling Centers	
					XX			XX	XX	XX	Research Services	
XX	Residential Detached											
	XX	XX			XX	XX	XX	XX	XX	XX	Residential Attached (2 dwelling units)	
		XX			XX			XX	XX	XX	Residential Attached (3 or more dwelling units)	
		XX			XX			XX	XX	XX	Retirement Centers/Assisted Living	
					XX				XX	XX	Salvage/Wrecking Yard	
					XX				XX	XX	Scrap Operations	
					XX		XX	XX	XX	XX	Business Parks	
					XX			XX	XX	XX	Shopping Centers	
											Speculative Development	

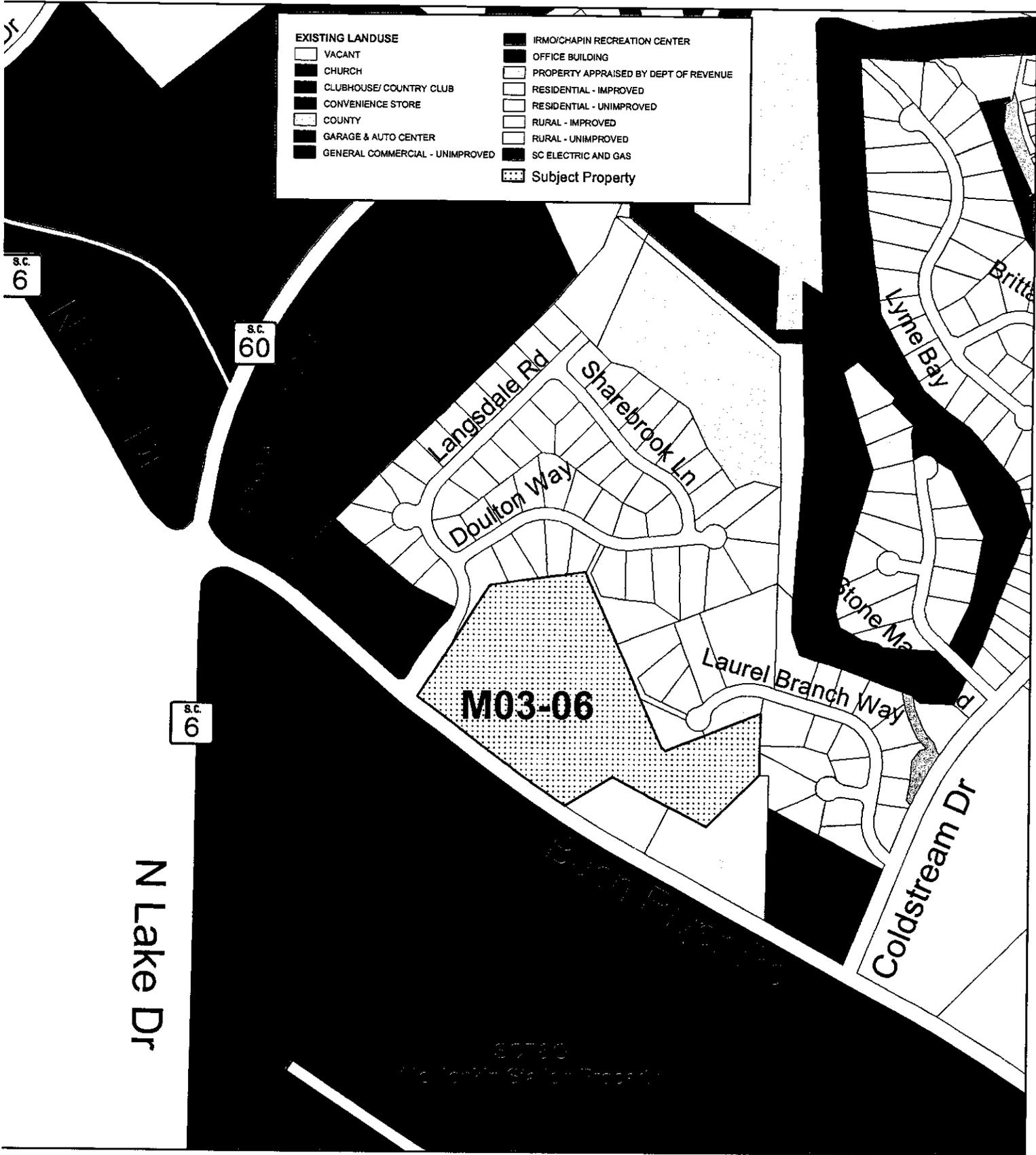


R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					XX			XX	XX	XX	Transient Habitation
					XX			XX	XX	XX	Transport and Warehousing (Limited)
					XX				XX	XX	Transport and Warehousing (Extensive)
					XX		XX	XX	XX	XX	Transport Services
					XX			XX	XX	XX	Undertaking
XX	Utilities										
					XX			XX	XX	XX	Vehicle Parking
					XX			XX	XX	XX	Vehicle Repair
					XX			XX	XX	XX	Vehicle Sales
					XX		XX	XX	XX	XX	Vehicle Servicing (Limited)
					XX			XX	XX	XX	Vehicle Servicing (Extensive)
				XX	XX			XX	XX	XX	Veterinarian
				XX	XX			XX	XX	XX	Zoos

The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

EXISTING LANDUSE

- | | |
|---|---|
|  VACANT |  IRMO/CHAPIN RECREATION CENTER |
|  CHURCH |  OFFICE BUILDING |
|  CLUBHOUSE/ COUNTRY CLUB |  PROPERTY APPRAISED BY DEPT OF REVENUE |
|  CONVENIENCE STORE |  RESIDENTIAL - IMPROVED |
|  COUNTY |  RESIDENTIAL - UNIMPROVED |
|  GARAGE & AUTO CENTER |  RURAL - IMPROVED |
|  GENERAL COMMERCIAL - UNIMPROVED |  RURAL - UNIMPROVED |
| |  SC ELECTRIC AND GAS |
| |  Subject Property |

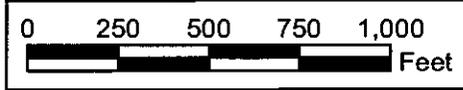
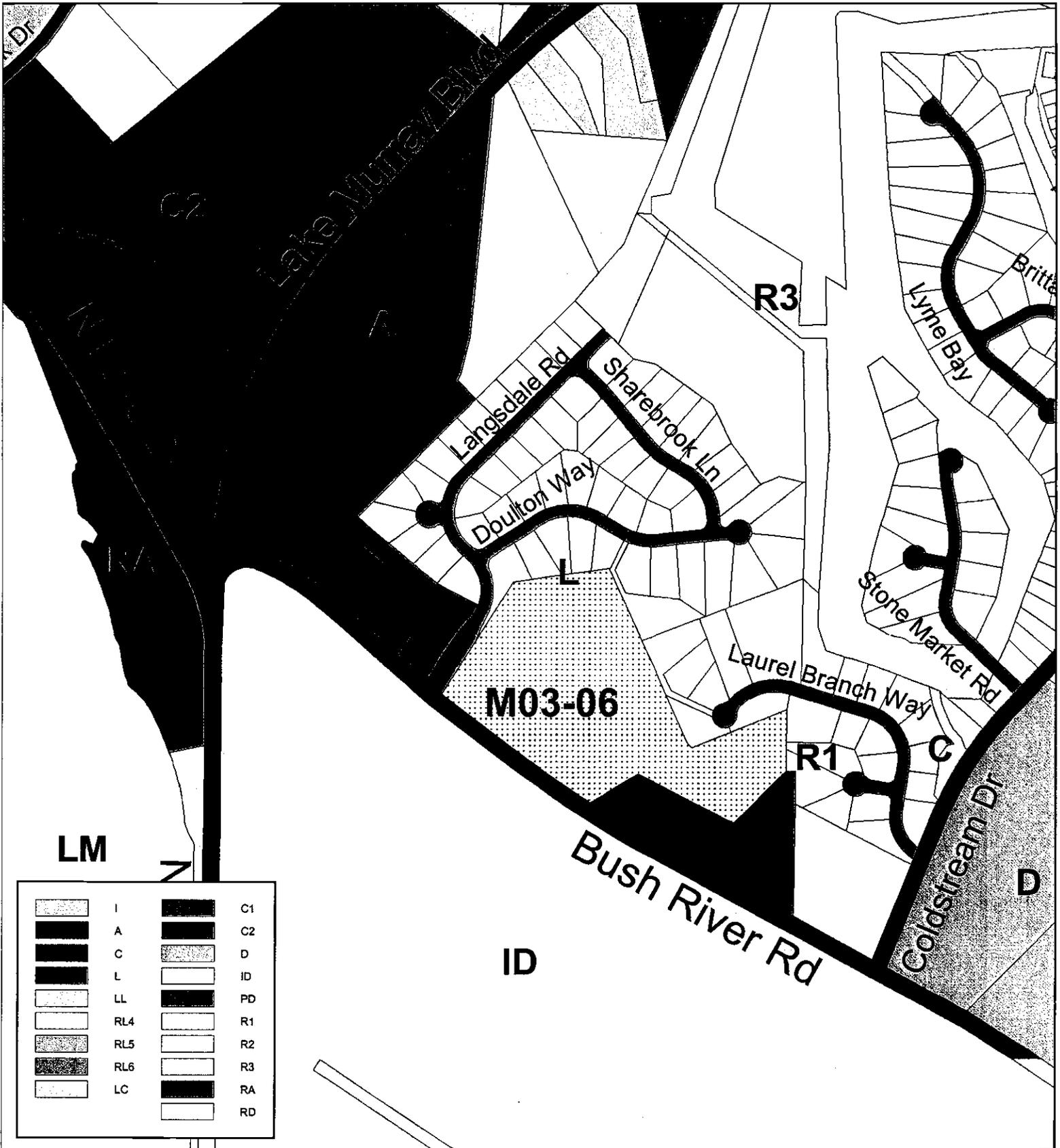


N Lake Dr



Map Amendment # M03-06
TMS # 002697-01-003





Map Amendment # M03-06
TMS # 002697-01-003



November 19, 2003

Lexington County Council
Lexington County Planning Committee

Dear Sirs :

Like the residents of Brittany II and Brittany Place who marshaled their neighborhood to the public hearing on Tuesday, November 18, 2003 to oppose zoning amendment M 03-06, I should have also mobilized citizens of Lexington County to appear at that meeting to show support to preserve the historic structures of Selwood, even by commercial use.

We all heard the opposition to C2 zoning which could allow the unlikely possibility of a shopping center on land designated as residential home sites. There was, however, as much, if not more opposition to even any new residential development on this land which is already zoned R-3. The opposition proposed such supporting arguments to a new residential family development as too much noise, more people, more pollution, more water run-off, more traffic, etc., etc. In other words, Brittany II and Brittany Place residents do not want change in any way, shape or form on my property.

As stated in my remarks at the public hearing, we want to sell our property and move on with our lives while we are still able. (Incidentally, we intend to stay in Lexington County after the sale of Selwood). Rezoning our property to C2 would offer a better opportunity to sell the historic houses. For a purchaser who would derive a livelihood from commercial use such as a facility for special events, restaurant, studio, real estate office, etc. would have a vested interest to preserve the historic structures.

Lexington County Council
Lexington County Planning Committee

page 2 of 2

As an aside, in today's tight financial climate, Lexington County would realize significant tax revenues from new home owners, limited neighborhood offices on Bush River Road and the commercial establishments at the historic properties.

In closing, Carole and I personally invite each member of County Council and Planning Committee to visit Selwood to see first hand why we care so much about this property and are willing to face opposition who in fact are opposed to any change of our property. Again, we hope you will accept our invitation to visit Selwood to better appreciate our position.

Sincerely,

Jerry and Carole Rothstein
772-6755

BRITTANY II HOMEOWNERS ASSOCIATION

Lexington County Council
Lexington, SC

Dear Sirs:

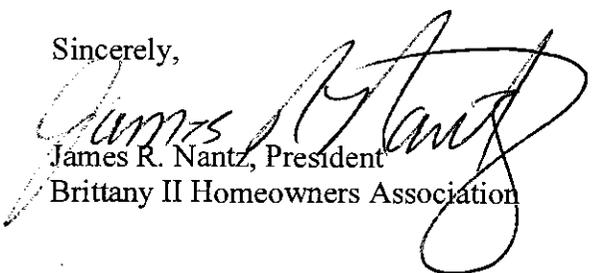
On behalf of the residents of Brittany II, we would like to thank the Lexington County Council for the opportunity to speak at the public forum Tuesday, November 18, 2003. I think the concerns of the homeowners surrounding the property at 1672 Old Bush River Road were expressed.

At the Planning Commission meeting held on Thursday, November 20, 2003, the petitioner advised the Commission that the residents were against any change to the property, even the building of homes. That statement was never made at the forum. The property is zoned R-03, and it can be developed residentially at any time. The Planning Commission asked the petitioner if he would object to a compromise, leaving the bulk of the property R-03, and a smaller portion C-02. The petitioner was obviously against this proposal, however, after some private discussion with his attorney, he hesitantly assented. I feel that his attorney advised him to accept this compromise to avoid a recommendation to reject the entire petition. The planning Commission approved a recommendation to consider a modified petition.

Residents of Brittany II are not necessarily opposed to a compromise. However, we would like to have the opportunity to review and discuss any revised petition prior to the Lexington County Council approving such a modified petition. Accepting the Planning Commission's recommendation would deny the residents of Brittany II and Brittany Way the opportunity to express any concerns at a public forum. Six or seven acres could still be developed in such a way, that it would be detrimental to our property values. We would, therefore, request that the petitioner resubmit a new petition specifying the particular acres that he wishes to have rezoned to C-02.

Therefore, the Brittany II Homeowners Association has voted in special session to respectfully request that the Lexington County Planning Commission and the Lexington County Council reject the petition to rezone the property at 1672 Old Bush River Road from its present R-03 zoning.

Sincerely,


James R. Nantz, President

Brittany II Homeowners Association

BARFIELD & JOHNSON, LLC
• ATTORNEYS AT LAW •

W. WESLEY JOHNSON, JR.

111 EAST MAIN STREET, SUITE D
POST OFFICE BOX 456
LEXINGTON, S.C. 29071-0456

(803)957-4000
FAX (803)359-5555

BARFIELDJOHNSON@ALLTEL.NET

JAMES E. BARFIELD, OF COUNSEL

November 26, 2003

Lexington County Council
Att: Bruce Hiller
212 South Lake Drive
Lexington, South Carolina 29072

Re: Zoning Map Amendment #M03-06

Dear Mr. Hiller,

Enclosed please find the correspondence the Rothsteins received from the South Carolina Department of Archives and History when they approached the Agency about placing their home on the National Register. As you can see, the Agency felt that the home would not qualify for such a nomination. As I understand it, the Agency felt that too many changes had been made to the original structures to allow its placement in the Register. Please feel free to contact me if I can be of further assistance.

Very truly yours,



W. Wesley Johnson, Jr.



South Carolina Department of Archives and History
1430 Senate Street
Columbia, S. C.

P. O. Box 11,669
Capitol Station 29211
803 — 758-5816

January 30, 1981

Mr. Jerry D. Rothstein
Route 2, Box 270
Columbia, South Carolina

Dear Mr. Rothstein:

At the meeting of the State Board of Review in Columbia on January 7 the Historic Preservation Staff presented a report on Selwood. This report included slides of the house and overmantel painting, a description of the significance of the painting, information gathered from a site visit to the house, and a report on the consideration of the house and painting by the National Register Office in Washington, D.C.

The National Register of Historic Places, established by an Act of Congress in 1966, is a list of districts, sites, buildings, structures, and objects which because of their individual importance merit special consideration by the Federal Government. Buildings nominated to the Register must be significant architectural-ly or historically in order to qualify. After careful consideration the Review Board recommended that the staff not continue with a nomination for Selwood. Although the members of the Board agreed that the Selwood painting is of exceptional historical significance, they felt that the house itself would not be eligible for nomination to the National Register. The National Register criteria do not allow for the nomination of the overmantel painting alone. The Review Board did, however, instruct the staff to search for other types of recognition for the painting that might help insure its preservation. We have talked with Frank Horton, director of the Museum of Early Southern Decorative Arts and have learned that the overmantel painting was thoroughly documented by his staff in January of 1979. The measurements and photographs are now in files at MESDA and are valuable in the study of Southern folk art. The recording of Selwood's overmantel painting for MESDA's files is in itself a statement that the painting is an outstanding example of Southern decorative art.

We appreciate and share your interest in the recognition and preservation of this valuable reminder of South Carolina's folk heritage. If you have any questions, please do not hesitate to contact this office.

Sincerely,

Charles E. Lee
State Historic Preservation Officer

CEL/cjs

cc: Mr. Sidney F. Thomas, Jr., Director
Mrs. Nancy Fox, Preservation Planner
Central Midlands Regional Planning Council

COMMITTEE REPORT

RE: Revised Driver Record Policy

DATE: 12-11-03

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee met on Tuesday, December 09, 2003 to discuss the Revised Proposed Driver Record Policy.

Ms. Doucett stated this proposed policy is to set the criteria for an acceptable driving record. The policy would apply to all current and former employees.

Ms. Doucett stated during the Planning and Administration Committee meeting on November 18, 2003, the Committee asked staff to make changes to add terminology that read: if driving is a part of your job description, then termination **would be** rather than **may be**. Ms. Doucett stated for further clarification, the proposed Revised Driver Record Policy terminology would read: **In the case of an employee whose job requires possession of a valid driver's license and who subsequently loses his/her driver's license, the employee will be terminated from employment.**

The Committee voted to recommend that full Council approve the proposed Revised Driver Record Policy with the following changes/additions.

- (1) Item #2 under **Employees** - Any employee who has received 6 or more points against his license in any 12 month period, or 10 or more points against his license in any 5 year period be changed to **a 3 year period.**
- (2) Add a provision regarding any charges received while in a Lexington County vehicle.
- (3) In the case of an employee whose job requires possession of a valid driver's license and who subsequently loses his/her driver's license, the employee will be terminated from employment.

COUNTY OF LEXINGTON



INTER-OFFICE MEMORANDUM

TO: Art Brooks, County Administrator
FROM: Katherine Doucett, Personnel Director
DATE: December 1, 2003
SUBJECT: Driving Record Policy and Employee Handbook revisions

Please find the attached revised Driving Record Policy for Council's consideration along with the current Employee Handbook wording regarding the "Loss of Job Requirements" (pg. 29 of the Handbook). Below, I have provided suggested revisions to the Handbook that would be consistent with the revised policy:

(Excerpt from the Lexington County Employee Handbook -- proposed revisions shown in *bold italics*)

LOSS OF JOB REQUIREMENTS

Any employee who is unable to perform his duties adequately due to the loss of a necessary license or other requirement will be subject to termination if the County is unable or chooses not to place the employee in another suitable position. *In the case of an employee whose job requires possession of a valid driver's license and who subsequently loses his/her driver's license, the employee will be terminated from employment.*

If any additional information is needed, please let me know.

Enc(1)

COUNTY OF LEXINGTON

Personnel Department
212 South Lake Drive, 4th Floor
Lexington, South Carolina 29072-3493



Lexington County Driving Record Policy

as tabled by Council 11/18/03

Revisions:

Strikeouts: wording to be removed from existing Driving Record Policy

Bold: new wording approved by Council

Bold Italics: new wording approved by Council as tabled

All employees ~~and volunteers in Fire Service and Emergency Medical Services~~ who are required by their position to **who may** operate a county vehicle and all employees who possess a commercial driver's license (CDL) as a requirement of their job are subject to this policy.

Conditionally Hired Employees

A **three(3) year** driver history check will be performed for all conditionally hired employees **who will perform duties that may require the use of a county vehicle**. The following conditions apply:

1. All conditionally hired employees must possess a valid South Carolina Driver's License with no record during the previous ~~five~~ **three** years of a suspended or revoked driver's license as a result of: driving under the influence of alcoholic beverages or **illegal, unauthorized, or otherwise impairing dangerous** drugs; driving while impaired (or the equivalent); reckless homicide; **vehicular manslaughter**; involuntary manslaughter; **reckless driving**; leaving the scene of the accident; or **any other moving violation(s) that resulted in a suspended or revoked driver's license**.
2. The significance or quantity of moving violations will be considered when determining the best applicant for the job.
3. **An applicant with pending DUI charges will not be considered for employment until the charges are resolved.**
4. **A provisional license, such as one authorized by the court system in Driving Under the Influence (DUI) cases, is not considered a valid license for the purpose of this policy,**

Employees

A driver history check will be performed for all employees to establish the current driving record. **The County will conduct periodic driving record checks for all employees who may, as determined by the County, operate a county vehicle.** The following conditions apply:

1. For all ~~Fire Service and Emergency Medical Services~~ jobs which require the operation of a county vehicle, any employee who does not possess a valid South Carolina Driver's License will be **subject to termination**. **If an employee is charged with a DUI violation, the County may, at its discretion, allow an employee to use accumulated annual leave as paid leave while charges are being considered by the court system. The County reserves the right to limit the duration of this annual leave.** A provisional license, such as one authorized by the court system in Driving Under the Influence (DUI) cases, is not considered a valid license for the purpose of this policy. For all positions that require a commercial driver's license, employees will be subject to all applicable ~~local~~, state and federal requirements which supersede all conditions of this policy.
2. Any employee who has received 6 or more points against his license in any ~~12-month period~~ **calendar year**, or 10 or more points against his license in any ~~5~~ **3 year** period, will be required to attend the County's Defensive Driving training or **other remedial training as determined by the County Safety & Training Coordinator. Disciplinary action, up to and including termination, may occur for any traffic violation which occurs while the employee is operating a County owned vehicle.**
3. Any employee who has been required as a result of this policy to attend more than one Defensive Driving training session or **other remedial training** in any ~~5~~ **3 year** period will

be subject to disciplinary action up to and including termination.

4. All employees must report any moving violation(s) to their supervisor within 7 calendar days of being charged with the violation(s).
5. **Random driver history checks will be performed to monitor compliance with this policy.**
6. **All employees must notify their supervisor immediately of any limitation (suspension, revocation or otherwise) on their driving privilege. *In the case of an employee whose job requires possession of a valid driver's license and who subsequently loses his/her driver's license, the employee will be terminated from employment.***

Fire Service Volunteers

A driver history check will be performed for all volunteers in Fire Service to establish the current driving record. ~~The County will conduct periodic driving record checks for all volunteers in Fire Service who may, as determined by the County, operate a county vehicle.~~ The following conditions apply:

1. In order to operate a Fire Service vehicle, volunteers must possess a valid South Carolina Driver's License with no record during the previous ~~five~~ **three** years of a suspended or revoked driver's license as a result of: driving under the influence of alcoholic beverages or ~~illegal, unauthorized, or otherwise impairing dangerous~~ drugs; driving while impaired (or the equivalent); reckless homicide; ~~vehicular manslaughter;~~ involuntary manslaughter; ~~reckless driving;~~ leaving the scene of the accident; ~~or, any other moving violation(s).~~ ~~driving under the influence of alcoholic beverages or dangerous drugs, driving while impaired (or the equivalent), reckless homicide, involuntary manslaughter, or leaving the scene of the accident.~~ If such a record exists for a volunteer, he may request a review of his driving privileges after ~~five(5)~~ **three(3)** years have passed from the date of license suspension. Any volunteer who does not possess a valid South Carolina Driver's License will have driving privileges suspended until such time as a valid license is obtained. A provisional license, such as one authorized by the court system in Driving Under the Influence (DUI) cases, is not considered a valid license for the purpose of this policy.
2. Any volunteer who has received 6 or more points against his license in any ~~12 month period~~ **calendar year**, or 10 or more points against his license in any ~~5 3~~ year period, will be required to attend the County's Defensive Driving training, or a driver training program approved by the County, the cost of which is to be born by the volunteer. An exception can be made by the Fire Services Coordinator to suspend driving privileges in lieu of the driver training course requirement.
3. All volunteers must report any moving violation(s) to the Station Fire Chief within 7 calendar days of being charged with the violation(s).
4. **All volunteers must notify the Station Chief immediately of any limitation (suspension, revocation or otherwise) on their driving privilege.**

My signature below acknowledges that I have received a copy of this policy, that I understand that I occupy a position ~~with Lexington County in Fire Service or Emergency Medical Services~~ which may require the operation of a County vehicle, and/or I possess a commercial driver's license (CDL) as a requirement of my job, **and I further understand that if my job requires possession of a valid driver's license and I subsequently lose my driver's license, I will be terminated from employment.** and that I understand that I will be subject to this policy beginning June 1, 1999.

Signature

Name (please print)

Date

COMMITTEE REPORT

RE: Revised Driver Record Policy

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee met on Tuesday, October 28, 2003 to discuss the Revised Driver Record Policy.

Ms. Doucett discussed the proposed Revised Driver Record Policy. Ms. Doucett stated this proposed policy is to set the criteria for an acceptable driving record. The policy would apply to all current and former employees.

The Committee voted to recommend that full Council approve the Revised Driver Record Policy with the following changes/additions.

- (1) Item #2 under **Employees** - Any employee who has received 6 or more points against his license in any 12 month period, or 10 or more points against his license in any 5 year period be changed to **a 3 year period**.
- (2) Add a provision regarding any charges received while in a Lexington County vehicle.
- (3) Add terminology that if driving is a part of your job description, then termination **would be** rather than may be.

COUNTY OF LEXINGTON

Personnel Department
212 South Lake Drive, 4th Floor
Lexington, South Carolina 29072-3493



Phone (803) 359-8225

Fax (803) 359-8379

Lexington County Driving Record Policy

(Special Note: 10/03 revisions are shown in bolded italics)

All employees ~~and volunteers in Fire Service and Emergency Medical Services~~ who are required by their position to **who may** operate a county vehicle and all employees who possess a commercial driver's license (CDL) as a requirement of their job are subject to this policy.

Conditionally Hired Employees

A **three(3) year** driver history check will be performed for all conditionally hired employees **who will perform duties that may require the use of a county vehicle**. The following conditions apply:

1. All conditionally hired employees must possess a valid South Carolina Driver's License with no record during the previous ~~five~~ **three** years of a suspended or revoked driver's license as a result of: driving under the influence of alcoholic beverages or **illegal, unauthorized, or otherwise impairing dangerous** drugs; driving while impaired (or the equivalent); reckless homicide; **vehicular manslaughter**; involuntary manslaughter; **reckless driving**; leaving the scene of the accident; **or any other moving violation(s) that resulted in a suspended or revoked driver's license**.
2. The significance or quantity of moving violations will be considered when determining the best applicant for the job.
3. **An applicant with pending DUI charges will not be considered for employment until the charges are resolved.**
4. **A provisional license, such as one authorized by the court system in Driving Under the Influence (DUI) cases, is not considered a valid license for the purpose of this policy.**

Employees

A driver history check will be performed for all employees to establish the current driving record: **The County will conduct periodic driving record checks for all employees who may, as determined by the County, operate a county vehicle**. The following conditions apply:

1. For all ~~Fire Service and Emergency Medical Services~~ jobs which require the operation of a county vehicle, any employee who does not possess a valid South Carolina Driver's License will be **subject to termination**. **If an employee is charged with a DUI violation, the County may, at its discretion, allow an employee to use accumulated annual leave as paid leave while charges are being considered by the court system. The County reserves the right to limit the duration of this annual leave.** A provisional license, such as one authorized by the court system in Driving Under the Influence (DUI) cases, is not considered a valid license for the purpose of this policy. For all positions that require a commercial driver's license, employees will be subject to all applicable local, state and federal requirements which supersede all conditions of this policy.
2. Any employee who has received 6 or more points against his license in any ~~12-month~~ **calendar year**, or 10 or more points against his license in any ~~5~~ **3 year** period, will be required to attend the County's Defensive Driving training **or other remedial training as determined by the County Safety & Training Coordinator. Disciplinary action, up to and including termination, may occur for any traffic violation which occurs while the employee is operating a County owned vehicle.**
3. Any employee who has been required as a result of this policy to attend more than one Defensive Driving training session **or other remedial training** in any ~~5~~ **3 year** period will

be subject to disciplinary action *up to and including termination*.

4. All employees must report any moving violation(s) to their supervisor within 7 calendar days of being charged with the violation(s).
5. **Random driver history checks will be performed to monitor compliance with this policy.**
6. ***All employees must notify their supervisor immediately of any limitation (suspension, revocation or otherwise) on their driving privilege.***

Fire Service Volunteers

A driver history check will be performed for all volunteers in Fire Service to establish the current driving record. ***The County will conduct periodic driving record checks for all volunteers in Fire Service who may, as determined by the County, operate a county vehicle.*** The following conditions apply:

1. In order to operate a Fire Service vehicle, volunteers must possess a valid South Carolina Driver's License with no record during the previous ~~five~~ ***three*** years of a ~~suspended or revoked driver's license~~ as a result of: driving under the influence of alcoholic beverages or ~~illegal, unauthorized, or otherwise impairing~~ dangerous drugs; driving while impaired (or the equivalent); reckless homicide; ~~vehicular manslaughter~~; involuntary manslaughter; ~~reckless driving~~; leaving the scene of the accident; ~~or, any other moving violation(s)~~. ~~driving under the influence of alcoholic beverages or dangerous drugs, driving while impaired (or the equivalent), reckless homicide, involuntary manslaughter, or leaving the scene of the accident.~~ If such a record exists for a volunteer, he may request a review of his driving privileges after ~~five(5)~~ ***three(3)*** years have passed from the date of license suspension. Any volunteer who does not possess a valid South Carolina Driver's License will have driving privileges suspended until such time as a valid license is obtained. A provisional license, such as one authorized by the court system in Driving Under the Influence (DUI) cases, is not considered a valid license for the purpose of this policy.
2. Any volunteer who has received 6 or more points against his license in any ~~12 month period~~ ***calendar year***, or 10 or more points against his license in any ~~5 3~~ year period, will be required to attend the County's Defensive Driving training, or a driver training program approved by the County, the cost of which is to be born by the volunteer. An exception can be made by the Fire Services Coordinator to suspend driving privileges in lieu of the driver training course requirement.
3. All volunteers must report any moving violation(s) to the Station Fire Chief within 7 calendar days of being charged with the violation(s).
4. ***All volunteers must notify the Station Chief immediately of any limitation (suspension, revocation or otherwise) on their driving privilege.***

My signature below acknowledges that I have received a copy of this policy, that I understand that I occupy a position ~~with Lexington County in Fire Service or Emergency Medical Services~~ which ***may*** require the operation of a County vehicle, and/or I possess a commercial driver's license (CDL) as a requirement of my job, ***and that my job depends on my ability to operate a County vehicle. I further understand that any driving infraction may result in disciplinary action up to and including termination of employment.*** and that I understand that I will be subject to this policy beginning June 1, 1999.

Signature

Name (please print)

Date

normally not be eligible for rehire. Department heads may waive the two week notice if deemed in the best interest of the County.

Any employee failing to report for duty for three (3) consecutive days without notifying the supervisor or department head will be considered to have voluntarily resigned.

EXIT INTERVIEW

Prior to leaving your position, you should contact the Personnel Department to schedule an exit interview. The purpose of this is to receive comments and suggestions from an exiting employee with a view towards improving personnel procedures and administration. Benefits such as continuation of health insurance and the possible withdrawal of retirement contributions will also be discussed during this interview. The County identification card issued to you must be returned to the Personnel Department during this interview. The employee may be required to pay for any such property or obligation not surrendered or cleared prior to separation.

 **LOSS OF JOB REQUIREMENTS**

Any employee who is unable to perform his duties adequately due to the loss of a necessary license or other requirement will be subject to termination if the County is unable or chooses not to place the employee in another suitable position.

EMPLOYEE LIABILITY

Any employee who is found to be careless, negligent or otherwise irresponsible while operating County vehicles or equipment and causes damage to such equipment, may be required to reimburse the County for such damage if recommended by the Safety Committee and approved by the County Administrator. The employee will also be subject to termination.

SECONDARY EMPLOYMENT

Secondary employment (moonlighting) is permitted as long as it does not interfere with an employee's primary responsibility to the County, is not conducted on County time, does not involve the use of County property, and does not constitute a conflict of interest. County employees will not be compensated by the County for more than one position at any given time.

COMMITTEE REPORT

RE: Review of Zoning Ordinance Section 25.40

DATE: 12/11/03

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning and Administration Committee met on Tuesday, December 09, 2003 to discuss Zoning Ordinance Section 25.40 - Temporary Signs.

Ms. Coghill stated Section 25.40 of the Zoning Ordinance specifically addresses the following temporary signs: Special Event Signs (portable and windblown), Contractors' Signs, Real Estate Signs, (on-and-off premise), Garage/Yard Sale Signs, Temporary Subdivision Signs, Political Campaign Signs, Produce (home garden) Sale Signs, and Seasonal Signs.

Ms. Coghill stated each of these categories of temporary signs has maximum sizes and some have setback requirements from property lines and road rights-of-way. However, Special Event Signs are the only ones that require a permit to be issued before being placed.

Ms. Coghill also said while the temporary signs just described are allowed under the ordinance, Staff and Council regularly receive complaints about temporary signs that are not allowed - those on poles/signs/trees and those in the road right-of-way. These are typically paper or corrugated plastic signs on a wood stake or nailed to a structure. Most are actually in SCDOT right-of-way.

The Committee voted to recommend the following in order to obtain input from business owners and citizens to create a workable solution for the use of temporary signs and permitting.

- (1) Forming a committee comprised of nine (9) members (either a business owner or citizen) to create a workable solution for the use of temporary signs and permitting.
- (2) Each Councilman selecting one appointee.
- (3) For staff to work with the selected nine (9) appointees in order to establish a recommendation to Council.
- (4) The formed committee in place by the middle of January.



County of Lexington
Community and Economic Development
212 South Lake Drive Lexington, SC 29072
(803) 359-8389 Fax (803) 359-8101

MEMORANDUM

To: Lexington County Council
Through: Art Brooks, County Administrator
From: Tammy Coghill *T. Coghill*
Date: December 3, 2003
Re: Zoning Ordinance – Temporary Signs

At its November 18th meeting, the Planning & Administration Committee briefly discussed temporary signs as regulated by the County's Zoning Ordinance and asked staff to report back.

Section 25.40 of the Zoning Ordinance specifically addresses the following temporary signs: Special Event Signs (portable and windblown), Contractors' Signs, Real Estate Signs (on- and off-premise), Garage/Yard Sale Signs, Temporary Subdivision Signs, Political Campaign Signs, Produce (home garden) Sale Signs, and Seasonal Signs.

Each of these categories of temporary signs has maximum sizes and some have setback requirements from property lines and road rights-of-way. However, Special Event Signs are the only ones that require a permit to be issued before being placed.

While the temporary signs just described are allowed under the ordinance, Staff and Council regularly receive complaints about temporary signs that are not allowed – those on poles/signs/trees and those in the road right-of-way. These are typically paper or corrugated plastic signs on a wood stake or nailed to a structure. Most are actually in SCDOT right-of-way.

Both the County Zoning Ordinance and State law prohibit these signs:

Right of Way - SC State Code Section 57-25-10 states, "it is unlawful to display, place or affix a sign...within a right-of-way." Lexington County Zoning Ordinance Section 25.14 states that "no portion of any sign shall overhang or encroach upon any public right-of-way."

Utility Poles/Trees – Section 25.35 of the Lexington County Zoning Ordinance states, "no sign shall be permitted which is attached to a utility pole or street sign, or is attached to or painted on tree trunks, rocks, or other natural objects."

Zoning Staff and/or the Sheriff's Codes Enforcement Unit don't normally seek out errant signs, but do receive specific complaints about these types of temporary signs from the public. Codes Enforcement will typically issue a warning and encourage the business or property owner to meet with Zoning to determine what type of sign can be permitted in lieu of the temporary signs.

As with any requirement of the Ordinance, the Zoning Board of Appeals is available to hear variance requests on sign issues. They could be asked to allow additional business signs in place of temporary signs, as an example. They would not, however, be able to waive something that is prohibited by state law.

If Council is desirous of seeing an additional category for temporary signs, staff is prepared to develop a text amendment to do so.

Windblown Sign. Any banner, device, or display designed to be moved by the wind which contains a written or pictorial message. Windblown signs do not include continuous streamers such as pennants or decorative flags mounted on individual poles. Governmental and corporate flags are considered windblown signs but are exempt from the provisions of this Ordinance if in compliance with Section 25.20(b).

25.10 General Provisions

25.11 Construction Standards

All signs shall comply with the appropriate provisions of the County's Building Code, and shall maintain clearances from all overhead electrical conductors in accordance with the National Electric Code, provided that no sign shall be installed closer than ten feet horizontally or vertically from any conductor.

25.12 Unsafe or Hazardous Signs

No sign shall be erected or allowed to remain erected that, in the opinion of the County Building Official, is structurally unsafe and constitutes a danger to the public safety. If any sign should become insecure, in danger of falling, or otherwise unsafe, the owner thereof or the person maintaining the sign shall immediately secure or remove the sign.

25.13 Maintenance

To insure that signs are maintained in a safe and aesthetic manner, the following maintenance requirements shall apply to all signs.

- a. No sign shall be allowed to have more than 20% of its display area, reverse side, or structure covered with disfigured, chipped, cracked, ripped, or peeling paint or poster paper for a period of more than 30 successive days.
- b. No sign shall be allowed to remain with a bent or broken display area, broken supports, loose appendages or struts, or stand more than 15 degrees away from the perpendicular for a period of more than 30 successive days.
- c. No sign shall be allowed to have weeds, trees, vines, or other wild vegetation growing upon it for a period of more than 30 successive days.
- d. No indirect or internally illuminated sign shall be allowed to have only partial illumination for a period of more than 30 successive days.

25.14 Public Right-of-Way

No portion of any sign shall overhang or encroach upon any public right-of-way.

25.15 Illuminated Signs

All illuminated signs must meet the performance standards related to light and glare as described in Article 2, Section 24.50.

25.20 Exempt Signs

The following are not subject to these sign regulations:

- a. Signs not exceeding one square foot in area and bearing only property numbers, post office box numbers, or names of occupants on premises not having commercial connotations.
- b. The single flag or insignia of the United States or any other governmental or corporate entity, except when displayed in connection with commercial promotion.
- c. Legal notices or identification, informational, and directional signs erected as required by governmental bodies.
- d. Integral decorations or architectural features of buildings or grounds, except letters, trademarks, moving parts, or moving lights.
- e. Signs not exceeding four square feet in area directing and guiding traffic on private property.

- f. Wall identification signs and commemorative plaques not more than four square feet in area, memorial cornerstones or tablets providing information on building erection or commemorating a person or event.
- g. Signs which are not designed to be visible beyond the boundaries of the parcel on which they are located or from any public thoroughfare or right-of-way.
- h. Trademarks or product names which are displayed as part of vending machines, dispensing machines, automatic teller machines, and gasoline pumps.

25.30 Prohibited Signs

25.31 Signs Imitating Traffic or Emergency Signals

No sign shall be permitted which imitates an official traffic sign or signal, or contains words or symbols displayed in a manner which might mislead or confuse drivers of vehicles, or which displays intermittent lights resembling the color, size, shape, or order of lights customarily used in traffic signals, on emergency vehicles, or on law enforcement vehicles, except as part of a permitted private or public traffic control sign.

25.32 Audible Signs

No sign shall be permitted which emits any sound capable of being detected on a public road or adjoining property.

25.33 Flashing Signs

No sign shall be permitted which utilizes flashing, blinking, or strobe-type lights, or any type of pulsating or moving light, except moving message boards in accordance with the provisions of this chapter. However, moving message boards are not allowed to flash a static message.

25.34 Moving Signs

No sign shall be permitted which moves or presents the illusion of movement in any manner, except windblown signs in accordance with the provisions of Section 25.40.



25.35 Signs Attached to or Painted on Selected Features

No sign shall be permitted which is attached to a utility pole or street sign, or is attached to or painted on tree trunks, rocks, or other natural objects.

25.36 Portable Signs

Portable signs shall be permitted only in accordance with the provisions of Section 25.40, Temporary Signs.



25.37 Windblown Signs

Windblown signs shall be permitted only in accordance with the provisions of Section 25.41, Special Event Signs.

25.40 Temporary Signs

The only temporary signs which require a permit are special event signs; however, all must comply with the requirements of this Ordinance. The owner of the sign shall be responsible for obtaining the permit prior to its installation.

All Temporary Signs must maintain at least a ten-foot setback from all property lines and the existing road right-of-way, unless otherwise specifically stated in this Ordinance. If the distance from the edge of the road to the right-of-way is greater than 20 feet, the ten-foot setback from the road right-of-way shall not apply. However, no sign shall be allowed to violate any of the requirements of Section 22.10, Driveway Restrictions.

25.41 Special Event Signs

One portable sign and one windblown sign shall be permitted in conjunction with special events.

Special Event signs shall be permitted once a year for a period not to exceed 30 consecutive days.

Individual businesses and commercial centers may have one special event sign per 500 feet of street frontage or portion thereof. A parcel with frontage on different streets shall have the frontages regulated independently as to number of signs allowed. Multiple signs allowed on the same frontage of the same parcel must be located at least 500 feet apart and 20 feet from any adjoining business signs or small advertising signs.

Signs for all other promotions or activities shall use permanent, permitted changeable copy signs as described in Section 25.50, Business Signs.

25.42 Contractors' Signs

One sign displaying the names of the builders, contractors, architects, engineers, craftsmen, artisans, and similar information may be erected upon the premises of any work, construction, major repairs, or improvements. The display area of such signs shall not exceed 32 square feet in Restrictive Development Districts and 50 square feet in Intensive Development Districts. Such signs shall be removed within seven days of the completion of the work.

25.43 Real Estate Signs

Signs offering real estate for sale, rent, or lease.

On-Premise - Real estate sign display area shall not exceed six square feet for individual parcels restricted for residential use only and 32 square feet for all other parcels. Such signs shall be removed within seven days of the conveyance or lease of the property.

Off-Premise - Real estate signs not exceeding 4 square feet in area and 2.5 feet in height are allowed off-premises, provided they are located on private property with the property owners' permission. These signs do not have to be set back from road rights-of-way. Such signs shall be removed within seven days of the conveyance or lease of the property.

25.44 Garage or Yard Sale Signs

On-site garage or yard sale signs are allowed provided that the total display area shall not exceed six square feet. Such signs shall be removed upon completion of the garage or yard sale.

25.45 Temporary Subdivision Signs

Temporary signs announcing a land subdivision development may be erected on the premises of the land subdivision. Such signs shall not exceed 32 square feet in area, shall be at least 20 feet from all adjoining property lines, and shall be spaced at least 500 feet apart. Such signs shall be removed within 30 days from such time as 75% of the lots are conveyed.

25.46 Political Campaign Signs

Signs announcing candidates seeking public office or relating to any election or public referendum shall be allowed. Such signs shall be placed only on private property, and removed within seven days after the election or referendum. These signs do not have to be set back from road rights-of-way.

25.47 Produce Sale Signs

A sign advertising the sale of produce out of a home garden shall be allowed on the premises where the produce is being sold. Such signs shall not exceed four square feet in display area nor exceed four feet in height.

25.48 Seasonal Signs

Seasonal signs are signs advertising seasonal or holiday products or services. These signs shall not exceed 32 square feet in area and must be located on private property with the property owner's permission. Seasonal signs must be removed within 7 days after the end of the season. These signs do not have to be set back from road rights-of-way.

25.50 Business Signs

25.51 Location

In Intensive Development Districts these signs must comply with the same buffering restrictions as the principal activity for which they advertise, except that they may be erected within the required setback

COMMITTEE REPORT

RE: SCDOT Bid on Cannon Road

DATE: 12/11/03

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, December 09, 2003 to discuss "C" Funds for SCDOT's bid on Cannon Road.

Mr. Fechtel stated Cannon Road is a county maintained road in the Chapin area and is 5245' in length. SCDOT had four bids with the low bidder being Plowden Construction Company, Inc. in the amount of \$259,749.55.

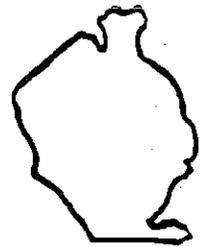
Mr. Fechtel stated the cost for this project through SCDOT is \$520,348.13 of which we have previously submitted \$57,533.00. This leaves a balance of \$462,815.13 to remit to SCDOT. He stated this will require an ABT of \$33,219.00 to be added to this project.

The Committee voted to recommend that full Council approve the "C" request for the Cannon Road project.

* Note - Due to SCDOT's deadline of 12/23/03, Chairman Davis authorized this request since it was not brought forth during the afternoon session.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

DATE: December 9, 2003
TO: Art Brooks, County Administrator
FROM: John Fechtel, Director of Public Works, Asst. Co. Admin. 
RE: SCDOT Bid on Cannon Road

Due to a communications error I did not get this letter until late last week and therefore unable to get it on the agenda. SCDOT needs an answer by 12-23-03. Cannon Road is a county maintained road in the Chapin area and is 5245' in length. SCDOT had four bids with the low bidder being Plowden Construction Company, Inc. for \$259,749.55.

The total cost for this project through SCDOT is \$520,348.13 of which we have previously submitted \$57,533.00. This leaves a balance of \$462,815.13 to remit to SCDOT. This will require an ABT of \$33,219.00 to be added to this project. I recommend we concur with SCDOT's recommendation.

November 17, 2003

2003 November Letting - "C" Construction Program - File No. 32.101C
PIN 26882 - Cannon Road extending from road S-715 (Sid Bickley Road) to road
S-233 (Wessinger Road) in Lexington County

Mr. George H. "Smokey" Davis
Chairman - Lexington County Council
149 Seaygard Lane
Lexington, SC 29072

Dear Mr. Davis:

Bids were taken on PIN 26882 in Lexington County on November 11, 2003 under File No. 32.101C. The following is a breakdown of the costs:

PIN	Lump Sum Preliminary Engineering Including Overhead	Contract Low Bid (Quantities)	Lump Sum Contract Field Management Including Overhead	Utility Relocation Estimate	Contengency for Overruns	Total Cost	Additional "C" funds Required for this contract
26882	\$57,553.00	\$340,316.89	\$71,466.55	\$17,000.00	\$34,031.69	\$520,348.13	\$462,815.13

As shown above, the actual low bid received from Plowden Construction Company Inc., for plan quantities was only \$340,316.89. The total cost of this project, after adding engineering, estimated utility relocation cost and a 10% contingency fee is \$520,348.13. The 10% contingency fee is for unforeseen occurrences that may occur during construction that would involve the addition of some minor quantities. These additions normally result in an overrun of contract quantities or obtaining a Supplemental Agreement to the contract. All monies not spent from this amount will be returned to the CTC's account at the completion of construction. The total amount previously approved for this project is \$57,553.00 for preliminary engineering only.. This will require the authorization of an additional \$462,815.13.

Therefore, please advise the Department if you desire to award this contract by checking the appropriate statement and returning a copy of this letter to me by December 23, 2003. You should also submit a check made payable to SCDOT, P.O. Box 191, Columbia, SC 29202, Room 427, in the amount of \$115,703.78 (25% of the required "C" funds). The estimated completion date for this project is June 30, 2004. Therefore, the 2nd payment will be due January 8, 2004 in the amount of \$115,703.78 (25%). The 3rd payment will be due March 6, 2004 in the amount of \$115,703.78 (25%) and the final payment for the construction of this project will be due May 3, 2004 in the amount of \$115,703.79.

Mr. George H. "Smokey" Davis
Page 2
November 17, 2003

If we do not receive a response by December 23, 2003 we will assume that the CTC does not desire to award the project. This deadline has been established since the bids we receive are only valid for 60 days. After that time expires, the contractor does not have to accept the work and has the option to revise his bid prices. If the project is not awarded, it will be placed on hold and will not be re-advertised until the CTC advises the Department in writing how to proceed.

Our fax number is (803) 737-3590, and any questions you may have should be directed to Project Manager Fred Berry. He can be reached at telephone number (803) 737-1365.

Sincerely,

Randall D. Williamson
"C" Program Engineer

File No. 32.101C - PIN 26882

Concur in Award _____ Do Not Award _____

Chairman of the Lexington County Transportation Committee _____ Date _____

RDW
RDW: svg *ag*
Enclosure
File: PC/FLB
JK

bc: District Engineering Administrator Jim Cagney - #1
District Construction Engineer - Thad Brunson - #1
Contracts Administrator Greg Peck
Project Manager Fred Berry

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

VENDOR RANKING

DATE : 11/14/03
PAGE : 1

* (32.101C) LEXINGTON COUNTY, SC FILE NO. 22.101C, STATE PROJECT NO. C-101C, PCN 026882R. PROJECT CONSISTS OF ROAD WORK INCLUDING
TYPE OF WORK: ROAD CONSTRUCTION, LOCATION: ROAD 5-32-1928 (CANNON ROAD) AND TOTAL LENGTH: 0.991 MILES ON

TOTAL LENGTH OF PROJECT: 0.9910 MILES. COMPLETION DATE: 06/30/2004. DBE GOAL: 0.00%.

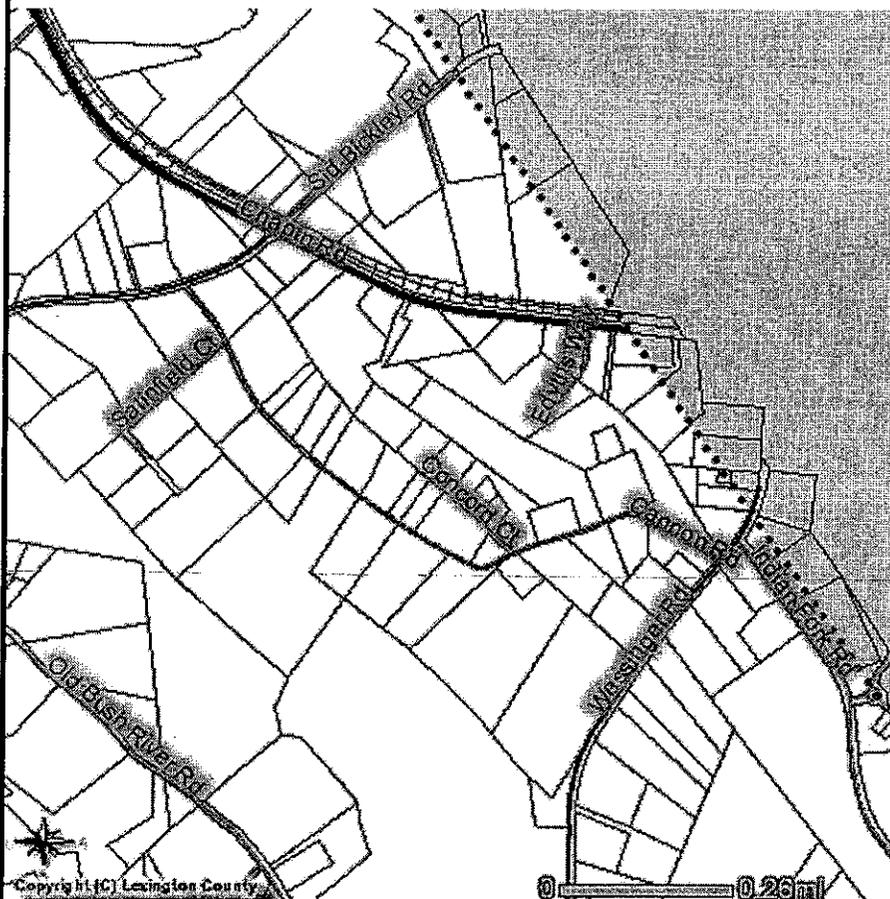
RANK	VENDOR NO./NAME	LOCATION	TOTAL BID	% OVER LOW BID	% OVER EST
0	-EST- ENGINEER'S ESTIMATE				
1	1PL005 FLOWDEN CONSTRUCTION CO., INC.	SUMTER, SC	\$ 259,749.55	0.0000%	100.0000%
2	1CR002 C. RAY MILES CONST. CO.	LUGOFF, SC	\$ 340,316.89	0.0000%	131.0173%
3	1CR001 C. R. JACKSON, INC.	COLUMBIA, SC	\$ 344,443.20	0.0000%	132.6059%
4	1LJ001 L-J, INC.	COLUMBIA, SC	\$ 405,317.45	0.0000%	156.0416%
			\$ 445,137.06	0.0000%	171.3716%

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF ALL THE BIDS RECEIVED ON 11/11/03 FOR THIS PROJECT.
CONTRACT ADMINISTRATOR _____ DATE _____

APPROVED BY: Elizabeth S. Mabry
TITLE: EXECUTIVE DIRECTOR

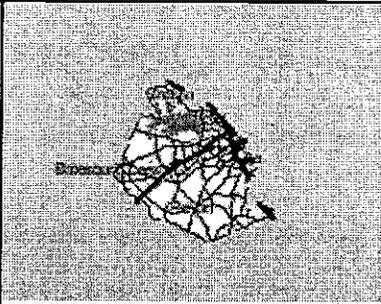
ArcIMS HTML Viewer Map

CANNON ROAD



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Council District # 6



- Legend**
- Highlighted Feature
 - Lake Murray
 - Island
 - Water
 - Parcels
 - Interstates
 - Arterial Roads
 - Collector Roads
 - Local Roads
 - Road Names
 - Railroads
 - County Outline
 - Municipalities

- Birtsburg-Leesville
- Cayce
- Chapin
- Columbia
- Gaston
- Gilbert
- Irmo
- Lexington
- Pelion
- Pine Ridge
- Richland County
- South Carolina
- Springdale
- Sumner
- Sumter
- West Columbia