

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, March 09, 2004**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-359-8103 -- FAX 803-359-8101**

**3:45 p.m. - 4:00 p.m. - Planning and Administration**

- (1) Cable TV Franchise - Comporium ..... **A**
- (2) Old Business/New Business
- (3) Adjournment

**4:00 p.m. - 4:15 p.m. - Justice**

- (1) FY2004 Local Emergency Management Performance Grant Application - Public Safety -  
Chief Tim James, Assistant Sheriff and Interim Public Safety Director ..... **B**
- (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

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**  
**Tuesday, March 09, 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**

**Employee Recognition - Art Brooks, County Administrator**

**Presentation of Resolution - Lexington County Emergency Medical Services presented by  
Councilman Jacob Wilkerson**

**Resolution**

(1) Sheriff James R. Metts and the INTEL Team (Intelligence through Teamwork, Effort and  
Accountability in Management) ..... **C**

**Appointments** ..... **D**

**Bids/Purchases/RFPs**

(1) MSA Equipment - Sole Source Procurement - Public Safety/Fire Service ..... **E**

(2) Accurate Compactors - Sole Source Procurement - Solid Waste Management ..... **F**

(3) RFP for Banking Services - Treasurer ..... **G**

**Chairman's Report**

**Administrator's Report**

**Budget Amendment Resolutions**

**Approval of Minutes - Meeting of February 10, 2004 . . . . . H**

**Committee Reports**

**Planning & Administration, B. Rucker, Chairman**

- (1) Cable TV Franchise - Comporium (Tab A)

**Justice, J. Carrigg, Chairman**

- (1) Bulletproof Vest Partnership Program Grant - Sheriff's Department . . . . . I
- (2) State Criminal Alien Assistance Program Grant - Sheriff's Department . . . . . J
- (3) FY2004 Local Emergency Management Performance Grant Application (Tab B)

**Presentation**

Ms. Rebecca Barnes, Palmetto Pride Campaign Coordinator - Presentation of Keep S.C. Beautiful Grant to Keep the Midlands Beautiful to Ms. Mary Pat Baldaus, Executive Director of Keep the Midlands Beautiful

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

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

**ADJOURNMENT**

Franchise Transfer Application  
PBT Cable Services, Inc.

February 27, 2004

## County Requested Information

Question:

4. A schedule of proposed rates and charges for all cable packages to subscribers for both installation and monthly service, and a copy of the proposed service agreement between the applicant and its subscribers.

Answer:

**Schedule of Rates for  
PBT Cable Services, Inc.**

<b><u>Class of Service</u></b>	<b><u>Monthly Rate</u></b>
<b>Broadcast Basic</b>	<b>\$11.45</b>
<b>Viewer Value</b>	<b>\$28.95</b>
<b>Digital Basic</b>	<b>\$39.95</b>
<b>Digital Plus</b>	<b>\$44.95</b>
<b>PBT Choice</b>	<b>\$75.95</b>
<b>Installation Charge</b>	<b>\$50.00</b>
<b>Reconnect</b>	<b>\$50.00</b>
<b>Additional Converter Boxes</b>	<b>\$ 5.95 (After first)</b>
<b>Additional Outlets (Time of Install)</b>	<b>\$59.00 (After first)</b>
<b>Additional Outlets (New Trip)</b>	<b>\$99.00 (First)</b>
	<b>\$59.00 (Additional)</b>

**Please see the attachment that follows for the proposed service agreement.**

**PBT CABLE SERVICES, INC.**  
**CABLE TV APPLICATION AND SERVICES AGREEMENT**  
(Signature below or receipt of service constitutes acceptance of this Agreement)

The above named Applicant/Subscriber (Customer) requests cable services to be located at the address shown above for the purpose of enabling the customer named above to receive cable television service with the express authorization of PBT Cables Services, Inc. (Company). Customer specifically agrees to the following:

I. **PAYMENT**

The customer acknowledges and agrees that he/she shall be responsible for the payment of all cable televisions programming services received from PBT Cable Services, Inc. ("Company"). In the event it is necessary for the Company to commence legal proceedings for the recovery of Customer's past-due account, the Customer agrees and acknowledges that any judgement obtained against him/her shall include reasonable attorney's fees and all court costs incurred by the Company related to those legal proceedings.

II. **CONVERTER**

Customer acknowledges and agrees that the converters or set top boxes received by him/her under this agreement are the exclusive property of the Company. The Customer named above also hereby agrees and acknowledges that he/she will not use any other converters or equipment of any kind to receive cable television programming services at the above locations without the express written authorization of the Company. The converter and any associated equipment provided and installed at the Customer's premises by the Company shall at all times after installation remain at the above location and must be surrendered by the Customer upon request by the Company upon termination of the cable television services. The Customer hereby acknowledges and agrees that he/she shall not sell, loan, transfer, tamper with, or alter in any way the converter and any associated equipment provided by the Company and shall not use any equipment or services of any kind to obtain unauthorized access or reception of any cable television services provided by the Company except as provided below.

All Customers must use converter boxes supplied by the Company to receive digital, expanded digital, premium and pay-per-view cable television programming. The use of any other equipment to receive those programming services from the Company is strictly prohibited. Obtaining unauthorized access to cable services may subject the violator to substantial criminal penalties and civil damages under federal and state law.

The Customer is prohibited from connecting a converter to the cable system (including the cable line in the Customer's home) without first notifying the Company, which shall have the right to inspect any such connections to determine whether the converter purchased by the Customer is compatible with the cable system and does not pose a threat to its signal security.

In the event the converter(s) and associated equipment provided by the Company is/are lost, destroyed or damaged, disposed of, sold, loaned, tampered with, or not returned to the Company upon termination of cable television services by the Company, the Customer hereby agrees to pay the Company the sum of \$335.00 for each digital converter which shall be added to the balance of the Customer's account with the Company.

III. **ACKNOWLEDGEMENT OF CABLE THEFT LAWS**

Customer also acknowledges that receiving access to any cable television services without authorization of the Company may subject the Customer to criminal penalties and civil damages under applicable federal and state laws including, but not limited to, the Cable Communications Policy Act of 1984, 47 U. S. C. Section 553 (as amended), and South Carolina Theft of Cable Television Service Act, Section 16-11-810, at seq. of the South Carolina Code of Laws. The penalties for criminal violations of applicable federal and state laws may include substantial terms of imprisonment and fines.

IV. **SERVICE CONTINGENT AND ACCESSIBILITY**

Application for Cable TV service is contingent upon accessibility to existing Cable TV facilities. If, in the sole judgement of PBT Cables Services, Inc., the Customer's location fails to meet accessibility requirements, the refund of the application fee shall represent the full extent and limitations of obligation to the Customer. The refund shall be paid upon the return of all Cable TV converters by the Customer. Agreement to all provisions herein applies to future changes.

V. **INSTALLATION**

Within a reasonable time, the Company or its Agent will provide and install all materials necessary for bringing television signals via the cable systems to the Customer's television receiver location or to a location selected by the Customer on the Customer's premises. The system will be connected to the television receiver by a wire normally six feet in length. At the customer's request, the Company or its Agent will perform additional work not provided for by standard charges for a reasonable charge set by the Company to be paid by the Customer.

VI. **SERVICE AND REPAIRS**

A. **DISRUPTION OF SERVICE:** The Company or its Agent will maintain the system to the best of its ability and shall have no responsibility for service interruptions due to circumstances beyond the Company's reasonable and usual control, such as, without limitation:

1. Acts of God, strikes, riots, civil commotions, Governmental authority, public enemy, or other cause beyond its control.
2. Power failures.
3. Cessation of transmission by stations.
4. Failure in service or leased lines or facilities owned in part or entirely by others.
5. Restrictions imposed now or in the future by any lawful authority.
6. Necessary interruption for repair or servicing of the systems or its components.

B. **REPAIRS:** The Company or its Agent shall be solely responsible for maintenance of all converters, equipment and accessories installed or provided by the Company to the Customer. The Company shall not be responsible for the repair and maintenance of the Customer's television set or any devices or equipment owned by the Customer.

C. Customer agrees that he or she will not disturb, alter, remove or tamper with any equipment or accessories installed or provided by the Company or its agent or any facilities owned by the Company or its Agent. The Customer agrees to promptly notify the Company of any damages to or malfunction of equipment belonging to the Company. The Customer further agrees that he/she will adequately safeguard said facilities against others and will not hire or permit anyone other than an accredited representative of the Company or its Agent to perform any work on these facilities.

VII **INSPECTIONS**

The Customer hereby agrees to permit an authorized representative of the Company to Periodically inspect all converters and associated equipment provided by the Company on the Customer's premises. In so doing, the Customer hereby agrees to allow an authorized Representative of the Company reasonable access to his/her premises to make such inspections as reasonably required by the Company.

VIII **NO WARRANTY/WAIVER OF LIABILITY**

The Company agrees to use its best effort to provide the Customer with cable television services which the Customer is authorized to receive. Any product provided by the Company is sold or leased "as is" with no warranty expressed or Implied. The Company does not guarantee the quality of the reception, the continuity of service or the number of channels which will be available at any time. Furthermore, the Company shall not be liable for incidental or consequential damages for failure or interruption of the cable television services, any incidental or consequential damagers arising out of the installation by the Company of cable equipment and or facilities, of the Customer's use of the Company's cable system.

IX **NO COMMERCIAL USE**

The Customer shall not make any commercial use or make any charge for viewers without consent of the Company.

X **OTHER CONDITIONS**

- A. The Customer shall not assign or transfer any rights conferred to the Customer by this Agreement and shall not remove any of the converters and associated equipment provided by the Company from the location identified in the Converter Agreement.
- B. The Customer warrants that he or she owns the premises in which the Company's equipment is to be installed and gives his/her consent for the Company or its Agent to do so. Alternately, the Customer warrants and affirms that although he or she does not own those premises, they have the permission of the owner for the company or its Agent to install its equipment at those premises. Upon installation, the Company or its Agent's equipment shall remain the property of the Company or its Agent at all times. The Customer hereby agrees to indemnify and hold harmless the Company for any loss or liability caused by a breach of service of these warrants.
- C. If at any time the customer is not satisfied with the service or repairs or other facilities provided under this Agreement, the Customer's exclusive remedy shall be such right of termination. The Customer may cancel this Agreement at any time after the converter(s) is/are returned to the Company.
- D. The Customer agrees to pay additional sums should any excise tax, sales tax, or any other tax imposed by any lawful authority directly or indirectly become payable on any of the charges herein specified.
- E. The Company in providing Cable Television Service is making use of lease facilities. In the event the continued use of such facilities is denied the Company for any reason, the Company or its Agent will make every reasonable effort to provide service over alternate facilities. The Customer shall make no claim, and specifically waives any claim, nor undertake any action against the company or its Agent or any incorporated cities or counties within \_\_\_\_\_ South Carolina, or the officers or employees of any of the aforesaid jointly or separately, if the serviced to be provided by the Company is interrupted or discontinued.
- F. All Customers are required to pay in advance for thirty days of cable television services. Monthly service charges are billed in advance and are due when the billed and become past due ten days thereafter. A \$3.00 late charge will apply to all late payments. Please Accompany your payment with the billing stub and place the Cable TV account number on your check. A \$25.00 service charge will be applied on return checks.
- G. Customers can have their monthly cable service charges automatically deducted from their checking account. If they wish to exercise this option, they should contact the Company.
- H. DEFAULT. If the Customer fails to remit, as the become due, the sums specified in this Agreement or if the Customer in any other way violates any of the terms and conditions of the Agreement, the Company or its Agent reserves the right to terminate the Agreement and remove its equipment from the Customer's premises. The Customer shall then have no claim,

any specifically waives any claims whatsoever against the Company or its Agent. Any notice required may be accomplished by mailing such notice to the address of the Customer's statement.

- I. An additional charge of \$335.00 for a digital converter will be added to the final statement of the Customer for each converter not returned.
- J. Electrical service must be active for Cable TV to be installed and a responsible person must Be at the address at the time of installation.
- K. The Company will not move TVs, furniture or post wire finished walls. The Customer must Have premises properly prepared for installation.
- L. If the Customer wishes to change the original order for television service(s) from the Company, they must contact the Company's office one day prior to the installation date. If the Customer fails to do so, a second service order will be required and additional reasonable and customary fees will be charged to the Customer.

**The Customer Acknowledges that he/she has reviewed and accepted the terms and conditions on both sides of this document for all services provided by the Company now or as hereafter changed or relocated.**

Customer \_\_\_\_\_ Date \_\_\_\_\_

Sales Representative \_\_\_\_\_ Date \_\_\_\_\_

Question:

5. A copy of any contract which may exist between the applicant and any public utility providing for the use of such utility's property, such as pole lines or conduits, or agreeing to continue the current pole usage arrangement currently in existence.

Answer:

**Please see the attachment that follows for the current service agreement between PBT and the public utility for pole attachments.**

**Current Agreement in Place**

**Name Change to PBT Cable Services, Inc. – 2001**

MASTER AGREEMENT FOR  
ATTACHMENTS OF CABLES, AMPLIFIERS AND ASSOCIATED EQUIPMENT  
FOR THE DISTRIBUTION OF TELEVISION SIGNALS

THIS AGREEMENT, to be known as the "Master Agreement," made this 4<sup>th</sup> day of January, 1989, between South Carolina Electric & Gas Company, a South Carolina Corporation, hereinafter called "Licensor," and Community Cable Services, Inc. hereinafter called "Licensee";

WITNESSETH:

WHEREAS, Licensee proposes to furnish wired television service to residents of the unincorporated areas of Aiken & Lexington Counties, and the Cities of Summit, Gilbert, Monetta, Hwy., and desires to attach aerial cables, wires and appliances to poles of Licensor; and

WHEREAS, Licensor is willing to permit the attachment of said cables, wires and appliances to its poles if, in its sole judgment and discretion, such use will not interfere with its own service requirements, including, but not limited to, considerations of economy and safety, and if Licensor is protected and indemnified against cost to it arising from such use;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. Before making attachment to any pole or poles of Licensor, Licensee shall make application therefor at Licensor's office in Johnston, South Carolina in the form set forth in Exhibit "A", hereto attached and made a part hereof, and if the proposed attachment is satisfactory to Licensor, a permit therefor is granted in the form set forth in such Exhibit "A", and all sums required to be paid in advance are paid. The granting of such permits is within the sole discretion of the Licensor and, by execution of this agreement, Licensor does not become obligated to approve any permit applications. In the event the Licensee and one or more other concerns should each file applications at or about the same time affecting the same pole or poles, the Licensor's determination of which, if any, permit to grant shall be final. In the absence of special circumstances to be determined in Licensor's sole discretion, permission will not be granted for the attachment to any pole of more than one television cable messenger, out of concern for optimum safety conditions for operational personnel.

2. Licensee shall pay to the Licensor, for attachments to poles under this Agreement, a rental at the rate of \$5.00 per pole per year. Said rental shall be payable annually, in advance, on the 1st day of January of each year during which this Agreement remains in effect. The first payment of rental hereunder shall include such pro rata amount as may be due for the use of poles from the date of the original installation to the end of that calendar year. Licensee further agrees to pay such reasonable fees and charges as are determined by Licensor for processing the permit applications, inspecting the poles to determine whether modifications will be necessary to

accommodate Licensee's facilities, engineering and designing any such modifications and making Licensor's poles and facilities ready for Licensee's facilities. Said fees and charges will include Licensor's overhead. Statements for the above-described fees and charges shall be due and payable ten (10) days after receipt thereof by Licensee and shall be paid before work is begun by Licensee. In the event Licensee does not desire to proceed with the application, or any part thereof, Licensee shall pay all expenses except those to prepare the poles for Licensee's facilities within ten (10) days after receipt of statement therefor. It is understood and agreed that the permitting process, including the field inspection, the engineering and design work and the make-ready work are time consuming and Licensor does not imply by the execution of this Agreement that they will be performed within any particular length of time. Licensor reserves the right, within its sole discretion, to enter into such subcontracts as it deems appropriate for the performance of all or any part of these functions, namely, the processing of applications, field inspections, engineering, design and make-ready work, and to invoice Licensee for such subcontract work, together with Licensor's overhead in administering the subcontract. All such fees and charges for subcontracting, together with reasonable fees and charges described above, must be paid within ten (10) days of the date of statement for same and before Licensee begins any work.

3. Licensee shall, at its own expense, make and maintain all of its attachments and facilities in safe condition and in a good state of repair and shall maintain them at all times to the satisfaction of Licensor and in accordance with the requirements and specifications of the current edition of the National Electrical Safety Code or any amendments or revisions of said code, or any additional requirements of the Licensor which are set out in Exhibits "C" through "J", attached hereto and made a part hereof, and also in compliance with any rules or orders now in effect or that may hereafter be issued by any regulatory authority having jurisdiction. Licensor is in no way precluded from adopting standards for Licensee's facilities that are different from or more stringent than those prescribed in the National Electrical Safety Code. The Licensee shall not install any facilities on the Licensor's poles which are unsightly or create an unsightly appearance. All equipment must have prior approval of Licensor before installation on Licensor's poles. Without limitation Licensor, having granted a permit, has the right to refuse attachment by the Licensee of its facilities if, in the opinion of the Licensor, the attachment will create an unsightly appearance, or interfere with installation of Licensor's equipment under its standard specifications. Also without limitation, no attachments will be made where span lengths are over three hundred fifty (350) feet, and/or voltage of power facilities exceeds fifteen thousand (15,000) volts as measured between phase conductor and ground. Anchors and guy wires as specified by Licensee shall be installed by Licensee at Licensee's sole expense.

4. In addition to the requirements of Section 3 above, Licensee shall at any time, at its own expense, upon notice from Licensor, for any reason deemed necessary in the sole discretion of the Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to other poles, or

perform any other work in connection with said facilities, including, but not limited to, anchoring and guying that may be required by Licensor, within one week of notice to do so and perform work in cases deemed, at Licensor's sole discretion, to be an emergency, at once, provided, however, that in cases where Licensee fails to do such work and in cases in which Licensor, in its sole discretion, deems it appropriate to relocate, replace or renew the Licensee's facilities or perform any other work in connection with said facilities that may be desirable for the convenience of Licensor, Licensor may do such work, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred. If such work is performed by Licensor after the failure of Licensee to do the same within one week of notice, the work will be billed on the basis of Licensor's actual costs, together with Licensor's overhead, with a minimum charge of \$100.00. If such work is performed by Licensor at its discretion and without Licensee being given notice, the work will be billed on the basis of Licensor's actual costs, together with Licensor's overhead, with a minimum charge of \$50.00. Licensor shall not be liable to Licensee or Licensee's customers for any costs, losses or damage to property or otherwise in connection with performing this work.

5. Licensor reserves to itself, its successors and assigns, the right to maintain, replace, rearrange, extend and enlarge its facilities and to operate the same from time to time in such manner as is suitable to it, and Licensor shall not be liable to Licensee or to Licensee's customers for any interruption of service to or by Licensee, or to its customers, or for interference with the operation of the cables, wires, and appliances of Licensee arising in any manner out of the use by Licensor of Licensor's poles hereunder, or arising in any manner out of the condition or character of Licensor's facilities, or the manner of the operation and maintenance thereof. Licensee agrees to pay all reasonable charges made by Licensor in connection with the maintenance, replacement, rearrangement, extension, enlargement or operation of the facilities of Licensor which are incurred, in whole or in part, because of the existence of Licensee's facilities. It is agreed that should Licensor move or change out a pole or poles, a flat fee of Fifty (\$50.00) Dollars per pole, so moved or changed out, will be charged Licensee together with any additional charges or expenses incurred by Licensor.

6. Licensee shall submit promptly to Licensor evidence, satisfactory to Licensor, of Licensee's authority to erect and maintain its facilities within public streets, highways and other thoroughfares involved, and shall secure any necessary consent from State or municipal authorities and from the owners of property on which Licensor's poles are located to construct and maintain Licensee's facilities at the places where the poles of Licensor which it desires to use are located. If Licensee has no such authority or fails to submit it upon request, no permit shall be granted, and any which may have been granted may be revoked at Licensor's discretion. Licensor does not hereby purport to convey any rights to Licensee to easements or rights-of-way over lands of said property owners separate and apart from whatever rights Licensee obtains by virtue of Section 62(a)(2) of the Cable Communications Policy Act of 1984 (Public Law 98-5-49 dated October 30, 1984).

7. In addition to all other amounts due hereunder, Licensee agrees to pay to Licensor or, at Licensor's option, to a contractor specified by Licensor, the reasonable costs of annual audits and/or inspections of Licensee's facilities on Licensor's poles to determine whether or not the provisions of this Master Agreement are being complied with. If, in Licensor's judgment, made in good faith, Licensee's installation of its cable, equipment or facilities on Licensor's poles evidences a pattern of willful avoidance of the requirements of this Agreement, then Licensor, in addition may:

(1) Impose a penalty of \$100.00 per pole for which there is no permit, and,

(2) Require Licensee to immediately remove such cable, equipment, or facilities forthwith, or Licensor may remove them without liability and the expense of removal shall be borne by Licensee in addition to the aforementioned penalty; and,

(3) Terminate this Agreement and require Licensee to remove all cable, equipment, or facilities on Licensor's poles or Licensor may remove them as provided in subsection (2) above. The unlicensed use shall be treated as having existed for five years prior to discovery and the annual rental charge for each year or any portion of a year contained in such period shall be due and payable forthwith together with interest of ten percent per annum. Any such fees and charges imposed by Licensor shall be in addition to its rights to any other sums payable and to any claims or damages under this Agreement or otherwise.

8. In addition, the Licensee agrees to pay \$5.00 a year per amplifier and/or power supply. Billing for energy used for amplifiers shall either be at the metered rate or at the flat rate shown in the attached schedule of rates, at the Licensor's sole discretion. This attached rate schedule is under the review of the South Carolina Public Service Commission and therefore subject to periodic adjustment.

9. Unless otherwise specified herein, all amounts payable by Licensee to Licensor under the provisions of this Agreement shall be payable within thirty (30) days after presentation of bills therefor. If any bill remains unpaid past its due date, a one and one-half percent charge shall be applied on the outstanding amount for each thirty (30) day period until paid. Nonpayment of any such amount within sixty (60) days of presentation shall constitute a default of this Agreement.

10. Licensee shall exercise reasonable precautions to avoid damage to facilities of Licensor and of others supported on said poles; and hereby assumes all responsibility and liability for any and all costs and expenses for such damage for which Licensee is responsible. Licensee shall make an immediate report to Licensor of the occurrence of any such damage and hereby agrees to reimburse Licensor for the expense incurred in making repairs.

11. Licensee shall specifically and adequately warn each and every employee of Licensee of the dangers inherent in making contact with the electrical conductors of the Licensor either by means of personal touch or by means of any conductive device or otherwise, before such employee is permitted to perform any work on or near any facilities belonging to the Licensor. Said warning shall be given to the employee both orally and in writing. The written warning shall be prepared in duplicate with one copy retained by the employee, and the other copy, signed by the employee acknowledging receipt of both written and oral warnings, shall be retained by the Licensee, and made available for inspection by the Licensor at any time such inspection may be requested by the Licensor.

12. Licensee shall indemnify, protect, and save harmless Licensor from and against any and all claims and demands for damages to property (including, but not limited to trespass upon real property) and injury or death to persons including payments under any Workers' Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use, removal or abandonment of said attachments or by the proximity of the cables, wires, apparatus and appliances of the Licensee to any of the facilities belonging to the Licensor or to parties jointly using the licensor's poles, or by any activity of Licensee on or around the vicinity of Licensor's poles. The Licensee agrees that any immunity or similar protection from suit or liability afforded by Workers Compensation (or equivalent) laws shall not be pled as a defense or bar to an action by Licensor to enforce the covenant of indemnification herein. Licensee shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The insurance policies shall not have any "other insurance" clause or language which would jeopardize the primacy of Licensee's insurance with respect to Licensor's self-insured retention or excess insurance policies. The minimum amounts of such insurance coverages shall be in accordance with the requirements established in Form IN-1TV which is attached hereto and made a part hereof. It is understood that the Licensor reserves the right to raise the amount shown in Form IN-1TV in an amount sufficient to cover its self-insured retention, but not to exceed \$1,000,000 per category, upon sixty days' written notice to the Licensee. All insurance required shall be kept in force by Licensee for the entire life of this Agreement and the Company or Companies issuing such insurance shall be approved by the Licensor. Before beginning work, Licensee shall submit to the Licensor, Licensor's standard "Certificate of Insurance" Form IN-2 completed and signed by each company (or its authorized representative) insuring Licensee.

13. Licensee may at any time, remove its attachments from any pole or poles of Licensor, but shall immediately give written notice of such removal to Licensor at its aforesaid office in substantial compliance with form Exhibit "B", attached hereto. No refund of any pole rentals or charges will be made on account of such removal. Licensee may, at any time, by giving written notice thereof cancel the permit granted as to any specified pole or

poles to which none of its facilities are then attached, provided that there shall be no refund of any fees, rentals or other charges paid or due with respect to such poles.

14. Upon notice to Licensee that the use of any pole or poles is forbidden by municipal authorities, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed within ten (10) days of such notice from the affected pole or poles. If Licensee fails to remove such cables, wires and appliances from said poles within the period specified above, Licensor reserves the right to remove the same at the expense of the Licensee, and without liability for their removal.

15. If Licensee shall fail to comply with any of the provisions of this Agreement, or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, without further notice, declare this agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect of which such default or noncompliance shall have occurred. In case of such termination, no refund of fees, charges, or accrued rental shall be made.

16. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute ratification of any act or omission, or a waiver or relinquishment of any such terms or conditions, or of any other provision hereof, but the same shall be and remain at all times in full force and effect.

17. Licensee shall not assign, transfer or sublet its rights under any permits granted pursuant to this agreement or under this agreement.

18. No use, however extended, of Licensor's poles under this Agreement shall create or vest in Licensee the ownership of any easement or property right in Licensor's poles, but Licensee's rights shall never exceed that of a mere licensee. Nothing herein contained shall be construed to compel Licensor to maintain for Licensee's use any of said poles for a period longer than deemed proper, at Licensor's sole discretion, to meet Licensor's operating requirements.

19. This Agreement shall become effective upon its execution and, if not terminated in accordance with some other provision herein, shall continue in effect for a term of two years, and thereafter to be renewed annually, terminable by either party by giving thirty (30) days written notice. Upon termination of the Agreement, in accordance with any of its terms, Licensee shall, within ten (10) days of said termination, remove its cables, wires and appliances from all poles of Licensor. If not so removed by Licensee within ten (10) days of termination, Licensor may remove the same from Licensor's poles at Licensee's expense and dispose of said cables, wires and appliances as Licensor sees fit and Licensor shall be free from any liability therefor. Should Licensee not complete its pole attachments within six (6) months from the date a permit is granted by Licensor, said permit shall be null and void.

20. Licensee shall furnish satisfactory evidence of a performance bond in the amount of \$60,000 or \$25 per pole whichever is greater, to guarantee the payment of any sums which may be due to Licensor for rentals, inspection fees, engineering fees, or for other work performed for the benefit of the Licensee under this Agreement, including the removal of the attachments as provided for herein. The amount of the performance bond is subject to being increased or decreased whenever, in the judgment of the Licensor, such action is deemed advisable from a standpoint of protecting the payments due Licensor as set forth above.

21. Whenever in this Agreement notice is provided to be given by either party hereto to the other, unless otherwise specified, such notice shall be in writing and shall be deemed to be properly given when it is duly mailed to the Licensor at its general office at Johnston, South Carolina, or is duly mailed to the Licensee at its office at 1660 Calhoun Rd., as the case may be. Greenwood, SC 29646

22. The rates, terms and conditions specified herein are contractual and voluntarily entered into by and between the parties hereto. No modification may be made of the rates, terms and conditions herein except as expressly agreed to by both parties in writing, except as otherwise provided herein. Should the rates, fees and expenses collected by the Licensor fail or cease to meet the economic needs of the Licensor, Licensor reserves the right to cancel this Agreement in its entirety by giving thirty (30) days written notice to the Licensee.

~~73. This Agreement represents the entire Agreement between the parties hereto.~~

IN WITNESS WHEREOF, the parties hereto have caused these presence to be duly executed the day an year first above written.

In the Presence of: SOUTH CAROLINA ELECTRIC & GAS COMPANY  
Licensor

WITNESS:

Rita P. Smith

By:   
V. R. Coward, Jr.

Its: Vice President, Support Services

In the Presence of: Community Cable Services, Inc.  
Licensee

WITNESS:

Maria A. Blackman

By:   
Thomas R. Steele, Jr.

Its: President

APPLICATION NUMBER \_\_\_\_\_

\_\_\_\_\_, S. C.

\_\_\_\_\_, 19 \_\_

South Carolina Electric and Gas Company

In accordance with the terms of the Master Agreement dated \_\_\_\_\_ application is hereby made for permission to make attachments to the following poles:

Location: \_\_\_\_\_, the location being (City or Town-County) more specifically described as \_\_\_\_\_.

Description of specific poles, or area covered (including strand maps showing strand lengths, cable routes, pole numbers, guying and work required). This area will have \_\_\_\_\_ power supplies. Location shown on map.

\_\_\_\_\_  
(Licensee)

By: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
\_\_\_\_\_

Exhibit A

Page 2

Total Number of Poles \_\_\_\_\_

Application Number \_\_\_\_\_ Received \_\_\_\_\_, 19\_\_\_\_

All make-ready work is now completed, and you are authorized to attach to the following poles:

<u>Pole Numbers</u>	<u>Pole Locations</u>
---------------------	-----------------------

If you elect not to attach to any of the poles (for which a pro-rata rental charge has been paid) it is necessary for you to notify us by use of the "Notification of Removal" form included in the Master Agreement. All uncanceled attachments permitted will be billed on the annual bill at the standard rate of \$5.00 per year each.

South Carolina Electric & Gas Company  
(Licensor)

By: \_\_\_\_\_  
Name Title

Date: \_\_\_\_\_

EXHIBIT "B"

Notification of Removal by Licensee

\_\_\_\_\_, S.C.  
\_\_\_\_\_, 19\_\_

South Carolina Electric & Gas Company

In accordance with the terms of the Master Agreement date \_\_\_\_\_, 19\_\_, kindly cancel from your records the following poles covered by Permit No. \_\_\_\_\_ from which attachments were removed on \_\_\_\_\_, 19\_\_.

Location \_\_\_\_\_  
City or Town - County and State

Map showing location of facilities removed.

<u>Pole Numbers</u>	<u>Pole Locations</u>

\_\_\_\_\_  
Licensee

By \_\_\_\_\_

\_\_\_\_\_  
Title

Notice Acknowledged

\_\_\_\_\_, 19\_\_

SOUTH CAROLINA ELECTRIC & GAS COMPANY  
Licensor

By \_\_\_\_\_

\_\_\_\_\_  
Title

Notice No. \_\_\_\_\_

Total Poles Discontinued \_\_\_\_\_

APP. 000 DATE 3-14-88 APP. 008 DATE 3-14-88 APP. DATE

UPPER LEVEL		MINIMUM CODE CLEARANCES (VERTICAL) AT SUPPORTS							LOWER LEVEL	
BETWEEN WIRES AND CABLES CARRIED ON SAME SUPPORTING STRUCTURE										
PRIMARY	SECONDARY OR NEUTRAL	SC&G COMM OR PILOT WIRE	BOTTOM OF GROUNDED EQUIP. TANK OR DRIP LOOP	FOREIGN C.A.T.V.	DRIP LOOP STREET LGT. BRACKET	DRIP LOOP TRANSFORMER INSTALLATION				
60" REF. DWG. J-2	16" REF. DWG. J-2	-----	16" REF. DWG. J-2	-----	12" REF. DWG. J-3	16" REF. DWG. J-6				
60" REF. DWG. J-2	40" REF. DWG. J-2 SEE NOTE 1	12" REF. DWG. J-2	40" REF. DWG. J-2 SEE NOTE 2	-----	12" REF. DWG. J-3	40" REF. DWG. J-6 SEE NOTE 2				
60" REF. DWG. J-2	40" REF. DWG. J-2 SEE NOTE 1	12" REF. DWG. J-2	40" REF. DWG. J-2 SEE NOTE 2	12" REF. DWG. J-2	12" REF. DWG. J-3	40" REF. DWG. J-6 SEE NOTE 2				

NOTES:

1. THE 40" MINIMUM AT SUPPORTS AND MIDSPAN IS ALWAYS TO BE USED FOR NEW CONSTRUCTION WITHOUT TRANSFORMER OR EQUIPMENT INSTALLATIONS. THE MIDSPAN CLEARANCE CAN BE 30" MINIMUM FOR EXISTING FACILITIES. SEE DWG. J-5.
2. ON TRANSFORMER AND EQUIPMENT INSTALLATIONS, THIS 40" DISTANCE MAY BE REDUCED TO 30" TO SAVE A POLE CHANGE OUT WHERE COMMUNICATIONS TELEPHONE AND / OR C.A.T.V. CABLES ARE EFFECTIVELY GROUNDED THROUGHOUT THE AREA.
3. SEE DRAWING J-4 FOR CLEARANCES TO GUY WIRES.

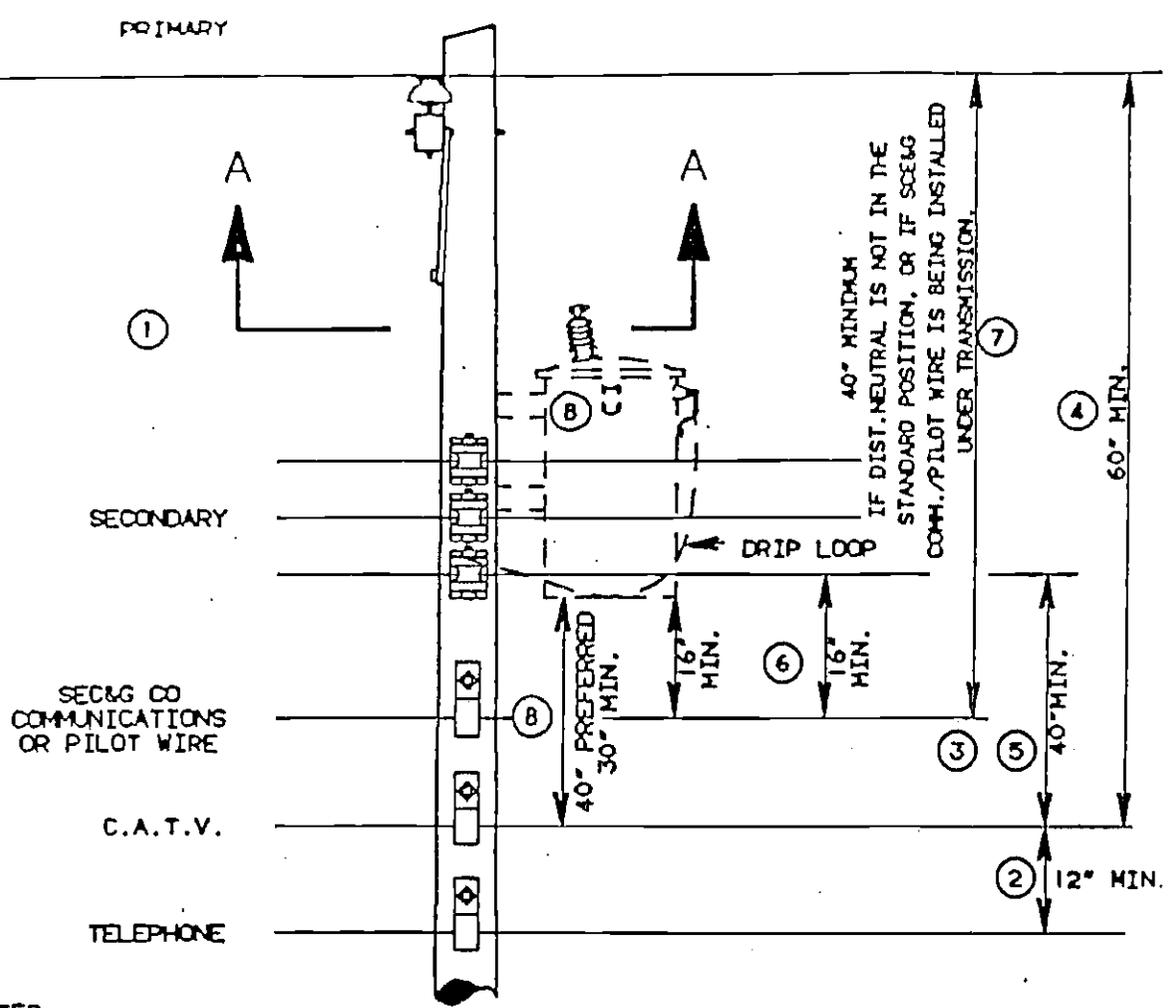
UPPER LEVEL		MINIMUM CODE CLEARANCES OF WIRES AND CABLES CARRIED ON DIFFERENT STRUCTURES ( LINE CROSSINGS LINES )				LOWER LEVEL	
		SECONDARY OR NEUTRAL	COMMUNICATIONS, TELEPHONE AND/OR C.A.T.V.				
		48" REF. DWG. J-4					24" REF. DWG. J-4



JOINT USE POLE SPACING  
DISTRIBUTION-COMMUNICATION-CATV

DATE 1-14-88 J-2  
REV 1 SHEET OF 1

APP. DATE 3-14-88 APP. DATE 3-14-88 APP. DATE 3-14-88 APP.



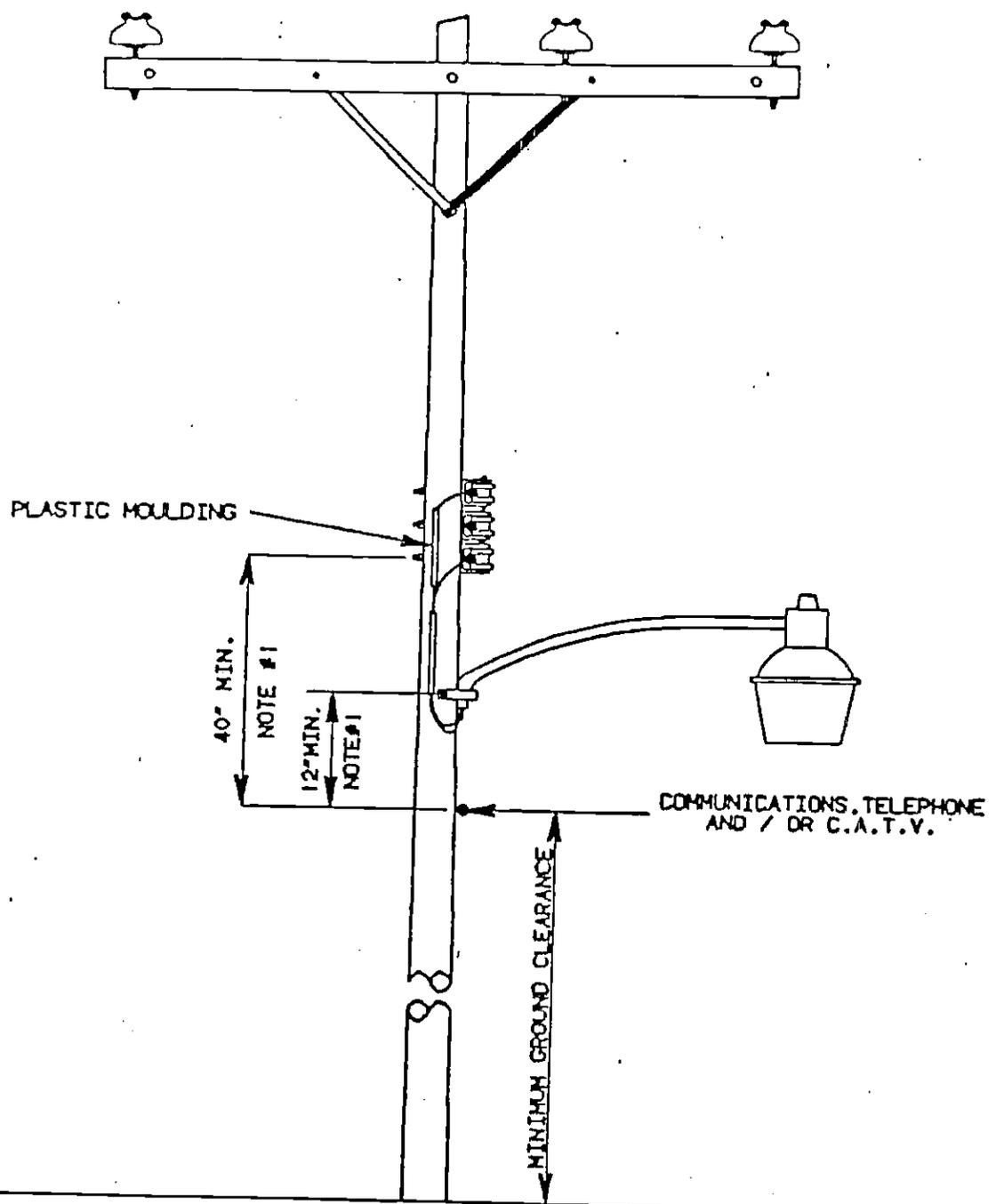
- NOTES:
1. MATCH LINE A-A ARRANGEMENT OF PRIMARY CONDUCTORS HAS NO EFFECT ON REQUIRED CLEARANCES BELOW THE NEUTRAL POSITION.
  2. MAINTAIN A MINIMUM OF 12" BETWEEN ALL COMMUNICATION LINES. THIS 12" POLE SPACING TO BE MEASURED VERTICALLY AND NOT DIAGONALLY.
  3. MAINTAIN A MINIMUM OF 40" BETWEEN POWER EQUIPMENT 0-750 V (INCLUDING NEUTRAL WIRE), AND CATV / TELEPHONE CABLES.
  4. MAINTAIN A MINIMUM OF 60" BETWEEN ALL PRIMARY CONDUCTORS AND CATV / TELEPHONE CABLES.
  5. THE TELEPHONE CABLE MAY OCCUPY POLE POSITION OF 40" MIN. CLEARANCE IF CATV IS NOT PRESENT.
  6. MAINTAIN A MINIMUM OF 16" BETWEEN SCE&G CO. COMMUNICATIONS /PILOT WIRE FROM POWER EQUIPMENT 0 - 750 VOLTS INCLUDING NEUTRAL WIRE, DRIP LOOP, AND TRANSFORMER TANK.
  7. MAINTAIN A MINIMUM OF 40" BETWEEN ALL PRIMARY CONDUCTORS AND SCE&G CO. COMMUNICATION/ PILOT WIRE. IF SCE&G COMM. CONDUCTOR IS SOLD TO ANOTHER COMPANY, 60" MUST BE MAINTAINED.
  8. WHERE TRANSFORMERS EXIST ON POLES-USE BOTTOM OF TANK, AND DRIP LOOP FOR MINIMUM CATV / TELEPHONE CABLE CLEARANCE (40"). CATV / TELEPHONE CLEARANCE CAN BE REDUCED TO 30" TO SAVE A POLE CHANGEDOUT WHERE TRANSFORMERS EXIST.



DISTRIBUTION-COMMUNICATIONS-CATV

REV. 1-14-85 OFFICIAL

APP. \_GOC\_ DATE 3-14-85 APP. CLR. DATE 3-14-85 APP. DATE



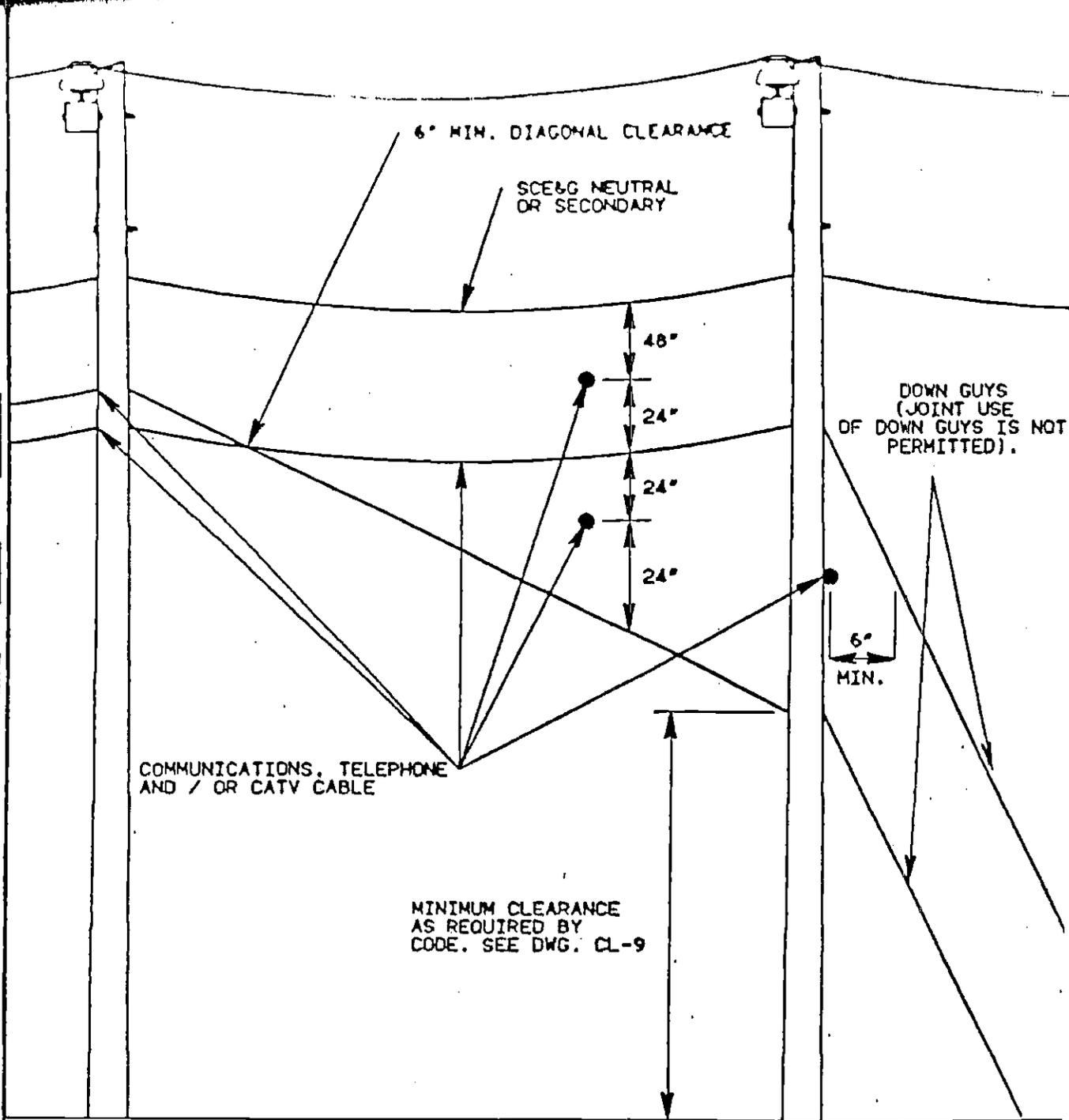
NOTES:

- 1. THESE CLEARANCES MUST BE MEASURED VERTICALLY (NOT DIAGONALLY)

CONSTRUCTION STANDARDS  
SOUTH CAROLINA ELECTRIC & GAS CO.



APP. NO. DATE 3-14-88 APP. OR DATE 3-14-88 APP. DATE

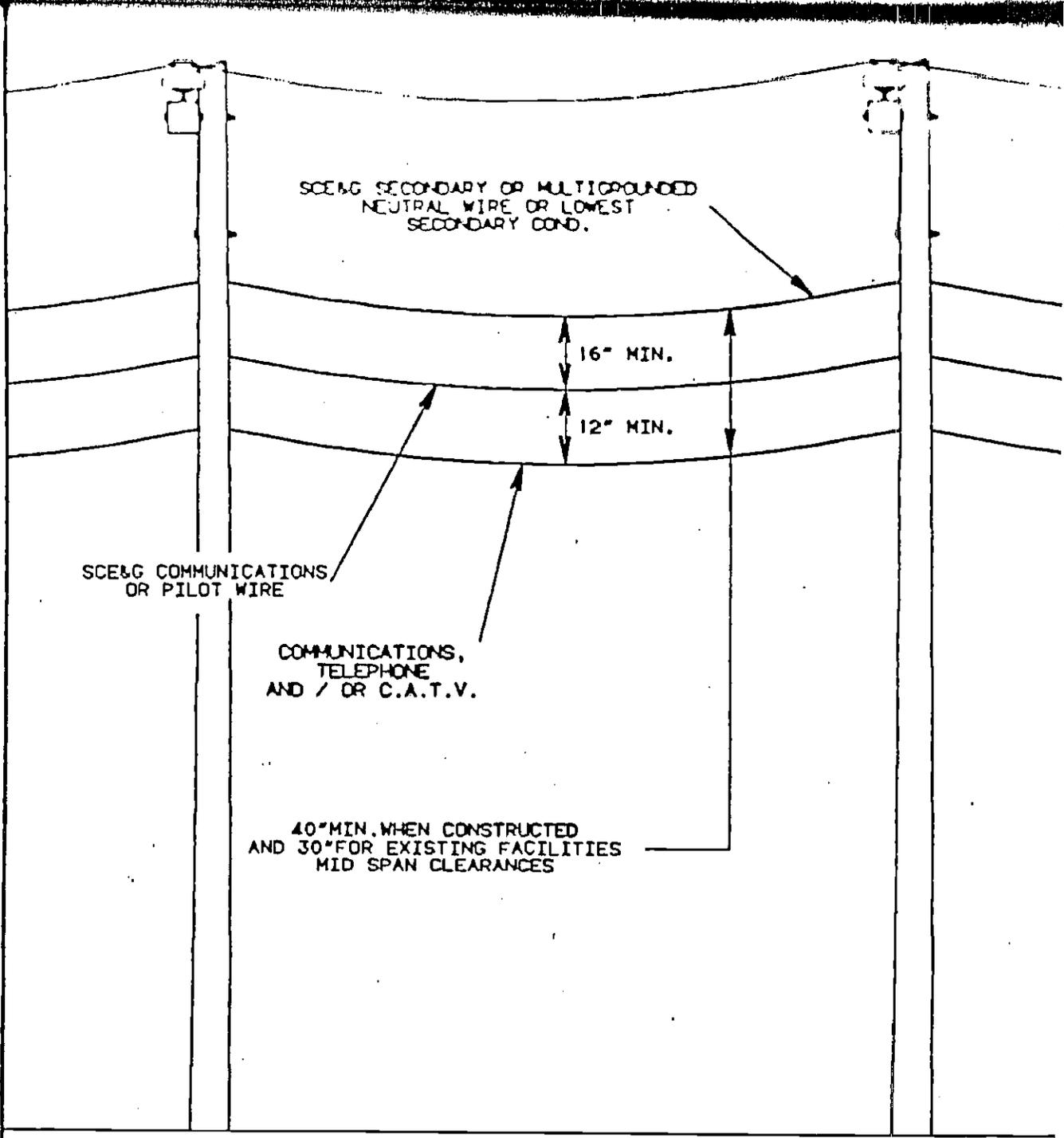


# CONSTRUCTION STANDARDS

SOUTH CAROLINA ELECTRIC & GAS CO.



APP. DATE 3-14-88 APP. DATE 3-14-88 APP. DATE 3-14-88



SCE&G SECONDARY OR MULTIGROUNDED  
NEUTRAL WIRE OR LOWEST  
SECONDARY COND.

16" MIN.

12" MIN.

SCE&G COMMUNICATIONS/  
OR PILOT WIRE

COMMUNICATIONS,  
TELEPHONE  
AND / OR C.A.T.V.

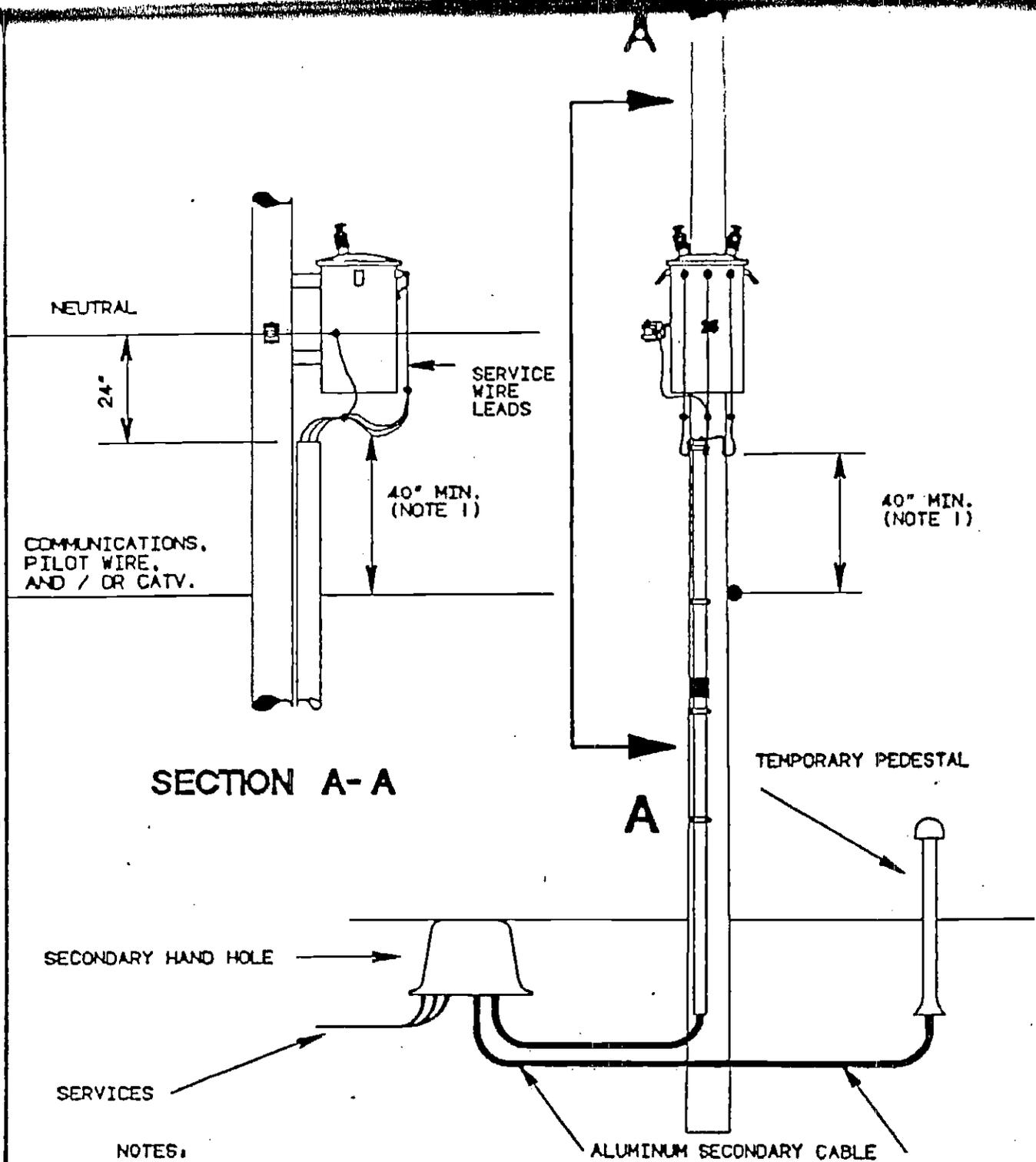
40" MIN. WHEN CONSTRUCTED  
AND 30" FOR EXISTING FACILITIES  
MID SPAN CLEARANCES

# CONSTRUCTION STANDARDS

SOUTH CAROLINA ELECTRIC & GAS CO.



APP. DATE 3-14-88 APP. DATE 1-14-88 APP. DATE



SECTION A-A

NOTES:

1. THIS 40" DISTANCE CAN BE REDUCED TO 30" ON INSTALLATIONS WHERE COMMUNICATIONS, TELEPHONE, AND / OR CATV CABLES ARE EFFECTIVELY GROUNDED THROUGHOUT THE AREA. THIS DISTANCE CAN BE REDUCED TO 16" FOR SCE&G PILOT WIRE CABLE.



APP. DATE 3-14-55 APP. OR DATE 3-14-55 APP. DATE

INSTALL FRITTOGLASS  
SHEATH OVER (OR PIGS)  
WHERE SPIN OUT PASSES  
POTHEADS

12" MIN.  
CLR.

NEUTRAL

40" MIN. (NOTE 1)

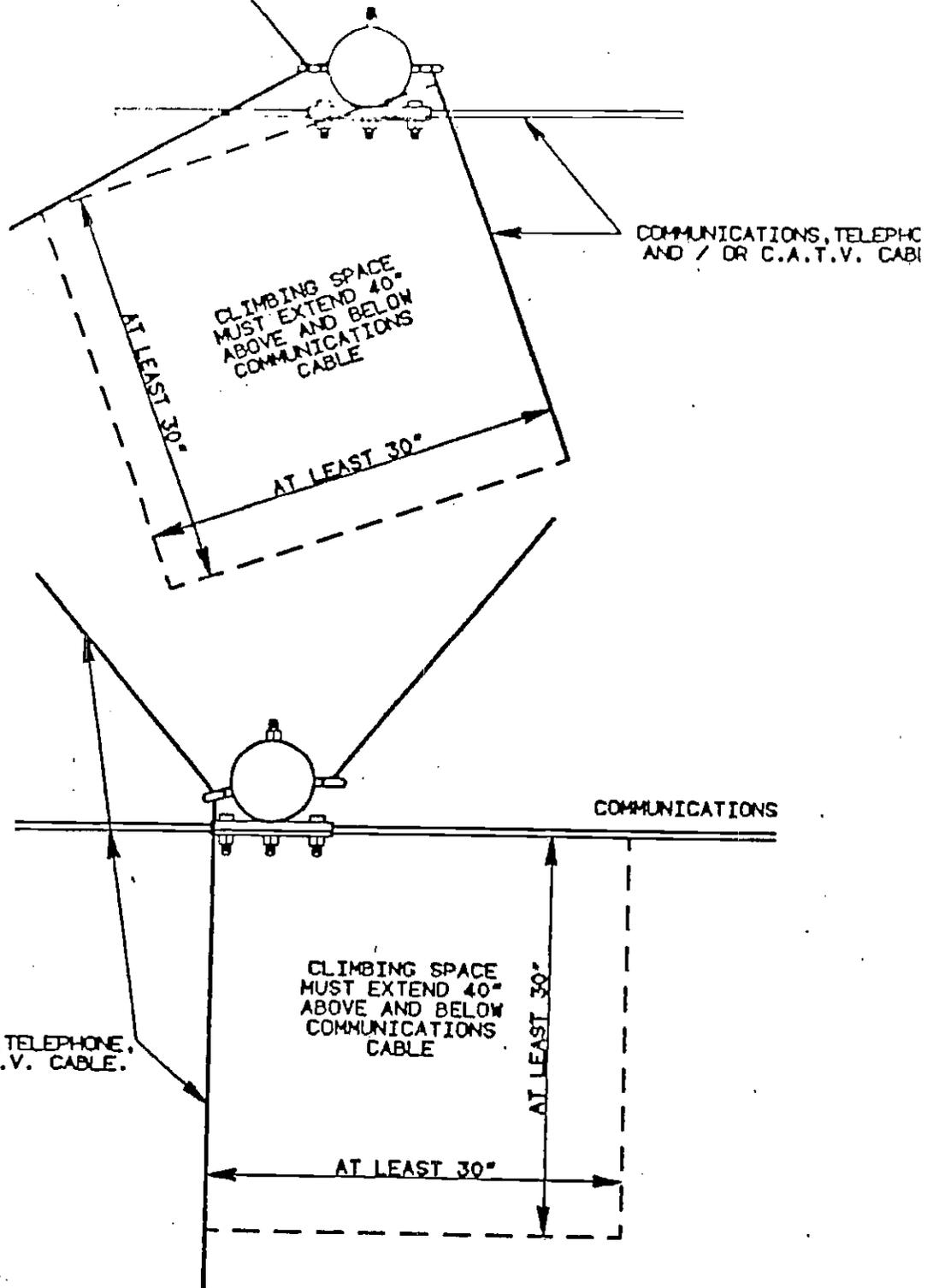
COMMUNICATIONS, PILOT WIRE,  
AND / OR CATV.

NOTES:

1. THIS 40" DISTANCE CAN BE REDUCED TO 30" TO SAVE A POLE CHANGEOUT ON EXISTING INSTALLATIONS WHERE COMMUNICATION, TELEPHONE, AND / OR CATV CABLES ARE EFFECTIVELY GROUNDED THROUGHOUT THE AREA. THIS DISTANCE CAN BE REDUCED TO 16" FOR SCE&G PILOT WIRE CABLE.



APP. \_\_\_\_\_ DATE 3-14-88 APP. \_\_\_\_\_ DATE 3-14-88 APP. \_\_\_\_\_ DATE \_\_\_\_\_



# CONSTRUCTION STANDARDS

## SOUTH CAROLINA ELECTRIC & GAS CO.



THIS POLICY IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY AND ANY ENDORSEMENTS ATTACHED HERETO. THE COVERAGE IS SUBJECT TO THE LIMITS OF LIABILITY AND DEDUCTIBLES SET FORTH IN THE POLICY AND ANY ENDORSEMENTS ATTACHED HERETO.

TYPE OF COVERAGE	LIMITS OF LIABILITY	
	Bodily Injury	Property Damage
1. General Liability Coverage including:		
(a) Comprehensive Form Public Liability and Property Damage —	\$500,000	\$500,000
(b) Contractual Public Liability and Property Damage —	\$500,000	\$500,000

The following endorsements to the General Liability policy are also required if applicable:  
 Completed Operations/Products  
 Explosion and Collapse Hazard  
 Underground Hazard  
 Independent Contractors  
 Broad Form Property Damage  
 \*See attached policy requirements for aviation-related contracts

2. Automobile Liability coverage including all owned, hired, and non-owned automotive equipment used in connection with the insured operation.	\$500,000	\$500,000
3. Worker's Compensation and Employers' Liability including coverage under U. S. Longshoremen's and Workers Act where applicable.		Statutory

The Contractor shall, before commencing work under this contract or purchase order, deliver to the Risk Management Department, 056, SCANA Corporation, P.O. Box 764, Columbia, South Carolina 29202 one (1) copy of our Insurance Form IN-2, completed by his insurance agent, certifying that minimum insurance coverages as required above are in effect and will not be cancelled or changed until ten (10) days written notice is given to the Risk Management Department, 056, SCANA Corporation.

TYPE OF POLICY  
 A  
 TYPE OF POLICY  
 B  
 TYPE OF POLICY  
 C

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	ALL LIMITS IN THOUSANDS	
					EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> CONTRACTUAL				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNERS AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				CSL \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$ \$	
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LI) \$ (DISEASE-EACH EMI)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CANCELLATION:** It is agreed that none of these policies will be cancelled or changed so as to affect this Certificate until ten (10) days after written notice of such cancellation or change has been delivered to the Risk Management Department, 056, SCANA Corporation, P.O. Box 764, Columbia, South Carolina 29202.

The Insurance Company hereby agrees to deliver, within ten (10) days, a copy of the above policy to the Risk Management Department, 056, SCANA Corporation, P.O. Box 764, Columbia, South Carolina 29202 when so requested by them.

SCANA Corporation named as an additional insured on General Liability? YES  NO

Liability under the United States Longshoreman's and Harbor Worker's Compensation Act? YES  NO

NAME AND ADDRESS OF CERTIFICATE HOLDER  
 SCANA Corporation and Companies  
 P.O. Box 764  
 Columbia, SC 29202

DATE ISSUED \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

**RATE 9****GENERAL SERVICE****AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power purposes such as commercial, industrial, religious, charitable, and eleemosynary institutions. It is not available for resale service.

This rate will not be available for any new account which has a connected load in excess of 300 KW.

**CHARACTER OF SERVICE**

Alternating current, 60 hertz, Voltage and phase at the option of the Company.

**RATE PER MONTH**

	<u>Summer</u> (Billing Months June-September) \$12.05	<u>Winter</u> (Billing Months October-May) \$12.05
Basic Facilities Charge		
Plus Facility Charge		
First 1000 Kw-hrs. @	\$10.404 per Kw-hr	\$10.404 per Kw-hr
Excess over 1000 Kw-hrs. @	\$10.684 per Kw-hr	\$10.684 per Kw-hr

**MINIMUM DEMAND**

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when considered that each month has (4) times the estimated annual revenue or during that revenue is derived by the Company, the customer may make a contribution in aid of construction of the service cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

**ADJUSTMENT FOR PEAK DEMAND**

For service of 500 Kw-hrs. or less, the rate is subject to the amount of peak and subject to adjustment by order of the Public Service Commission of South Carolina.

**TAXES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

**POWER FACTOR**

If the power factor of the customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

**TEMPORARY SERVICE**

Temporary service for construction and other purposes will be supplied under this rate in accordance with the Company's Terms and Conditions covering such service.

**PAYMENT TERMS**

All bills are net and payable when rendered.

**SPECIAL PROVISIONS**

This rate is available for residential service where more than one dwelling unit is supplied through a single meter, provided service to such dwelling unit was established prior to July 1, 1980.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

**UNMETERED SERVICE PROVISION**

When customer's usage can be determined and in the sole opinion of the Company, installation of metering equipment is impractical or uneconomical, monthly Kw-hrs. may be estimated by the Company and billed at the above rate per month, except that the basic facilities charge shall be \$3.85.

**TERM OF CONTRACT**

Contracts for installations of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

**GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

AMENDMENT TO MASTER AGREEMENT

ORIGINAL

WHEREAS, on January 4, 1989, the parties hereto executed an agreement known as a "Master Agreement": and,

WHEREAS, the parties hereto now wish to amend said "Master Agreement" in order to include Lexington County, South Carolina in said agreement and make that area subject to the terms of the "Master Agreement;"

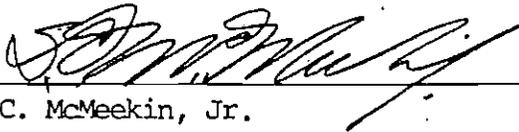
NOW THEREFORE, the parties hereto covenant and agree, in and for the mutual consideration expressed herein and in the "Master Agreement" that the unincorporated areas of Lexington County, South Carolina, be included in the "Master Agreement" and subject to the terms thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year hereinafter written.

WITNESS

Marsala H. Blackmon

SOUTH CAROLINA ELECTRIC AND GAS COMPANY

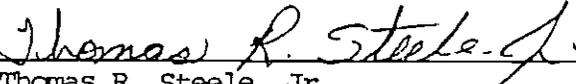
BY:   
S. C. McMeekin, Jr.

TITLE: Vice President, Customer Relations  
Northern Division

DATE: April 4, 1989

COMMUNITY CABLE SERVICES, INC.

WITNESS:  
John P. Harmon

BY:   
Thomas R. Steele, Jr.

TITLE: President

DATE: March 30, 1989

Question:

6. A copy of the proposed management agreement for the operation of the cable system, if the system will not be managed by Rock Hill Telephone Company.

**Answer:**

**The current employees and technicians will continue to maintain the cable TV system. There does not exist a maintenance agreement at the present time.**

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
**MEMORANDUM**

---

**to:** County Council

**from:** Evelyn Babbitt, Manager of Grants Administration

**subject:** FY2004 Local Emergency Management Performance Grant Application

**date:** March 2, 2004

The Lexington County Emergency Management Division is asking your approval to apply for the annual Local Emergency Management Performance Grant which is passed from FEMA to the South Carolina Emergency Management Division of the Adjutant General's Office.

This is an annual grant that supports 50% of the salaries and fringes of two positions in the county EMD division of Public Safety. The county's 50% match is budgeted in the General Fund.

**INSTRUCTIONS FOR COMPLETION OF THE LOCAL EMERGENCY  
MANAGEMENT PERFORMANCE GRANT APPLICATION  
BUDGET DESCRIPTION AND BUDGET NARRATIVE**

**PAGE 1 – APPLICATION SUMMARY**

All items below the second shaded line on Page 1 should be completed by the Project Director (the person in the applicant's agency who will be responsible for administering project activities).

Item 1. – Insert the County Number and the name of the county in which the sub grantee is located.

Item 4. – Project Summary: Provide a brief, concise description of the project.

Item 7. – Name and Address of Implementing Agency: The implementing agency is the agency that is responsible for project and grant administration.

Item 8. – Budget: The budget is divided into six major categories (Personnel, Contractual Services, Travel, Equipment, Supplies and Other) with the Grantor Amount, Agency Match and Total Amount itemized by category. Budget costs should be reflected in the appropriate categories. Please use **whole dollars** only. NOTE: Complete pages 2-3 of the grant application before completing this section.

**PAGES 2 AND 3 – BUDGET DESCRIPTION**

The Budget Description assists the applicant in developing the financial plan for the project and provides the Emergency Management Division with the projected costs required to implement the project. Cost projections must be reasonable. Budget projections should be for the period covered by the application (12 months only). Costs are subject to review and approval by the Emergency Management Division and must meet applicable federal regulations as outlined in the Grant Terms and Conditions.

When determining how the item will be funded please use the following definitions:

Federal – funds received from the Emergency Management Division.

Cash – county funds.

In-Kind – time and or services provided by the county.

OTHER: All allowable costs not listed in the above categories should be shown in this category, i.e. printing, telephone, cell phones, training registration fees, etc.

#### **PAGE 4 – BUDGET NARRATIVE**

Ensure adequate justification and descriptions of budget items are provided on page 4 of the Budget Narrative. Items on these pages should correspond to each item listed on the budget worksheet and by Budget Category. **Do not reflect dollar amounts on page 4.**

#### PERSONNEL CATEGORY

List each position to be supported under the award by title and attached a copy of their job description.

#### CONTRACTUAL SERVICES CATEGORY

List the types of contractual services found on page 2 that are being requested and provide adequate justification and description for these services.

#### TRAVEL CATEGORY

Describe the purpose(s) for all travel (i.e. grant activities and/or training). If travel costs are included in the grant application, a copy of the agency's policies and procedures as it relates to travel costs should be submitted with the application with details of mileage and per diem/meal rates.

#### EQUIPMENT CATEGORY

List each type of equipment and the quantity as found on page 3. Provide a complete description and justification for each equipment item.

#### SUPPLIES CATEGORY

Describe anticipated supplies needs for the project.

#### OTHER CATEGORY

List each item on page 3 and provide a complete description and justification.

**STATE OF SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
OFFICE OF THE ADJUTANT GENERAL**

**FY-2004 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION  
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant #: **EMA-2004-GR-5006** Award Date: \_\_\_\_\_

Prior Grant #1: **N/A** #2: \_\_\_\_\_ #3: \_\_\_\_\_

App#: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Federal Fiscal Year: **2004** Fund Year: **2004** Program Area: \_\_\_\_\_

**TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS**

1. County #: **32** County Name: **Lexington**

2. Project Period: Begin: **October 1, 2003** End: **September 30, 2004**

3. Project Title **97.042 State and Local Assistance**

4. Project Summary:  
**Support daily emergency activities.**

5. Type of Application (Check Applicable Line)

a.  Initial  Continuation  Revision  Reverted

b. Year of Funds  1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  Other:

c.  Advance  Reimbursable

6. a. Organization Type: (Check Applicable Line)

State  City  County  
 Private, Non-Profit Organization  
Other (Spec7fy): \_\_\_\_\_

b. U.S. Congressional District: \_\_\_\_\_

7. Name and Address of **Implementing Agency**  
**Lexington County Emergency Management**  
**212 S. Lake Drive**  
**Lexington SC 29072**  
10 Digit Zip: **803-359-8141**  
(Area) Phone #: **803-359-8589**  
(Area) Fax #: \_\_\_\_\_

**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

	FEDERAL	AGENCY MATCH	TOTAL
Personnel	\$52,232	\$52,232	\$104,464
Contractual Services	0		
Travel	0		
Equipment	0		
Supplies	0		
Other	\$400	\$400	\$800
<b>TOTAL:</b>	<b>\$52,632</b>	<b>\$52,632</b>	<b>\$105,264</b>

b. PERCENTAGE: 50% 50% 100%

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

ELIGIBLE COSTS (See Page 4)			FEDERAL	MATCHING FUNDS		TOTAL
CATEGORIES				CASH	IN-KIND	
<b>I. PERSONNEL</b>						
A. SALARIES:		<u># of Hours</u>				
<u>Position Title</u>	<u>On Project</u>	<u>Hourly Salary</u>				
EMD Coordinator	100%		\$27,929	\$27,929		\$55,858
Secretary I	100%		\$14,406	\$14,406		\$28,812
<b>TOTAL SALARIES:</b>						
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>						
Social Security & Medicare (FICA)			\$3,179	\$3,179		\$6,358
Retirement			\$2,846	\$2,846		\$5,692
Workers' Compensation Insurance			\$166	\$166		\$332
Unemployment Insurance			0	0		0
Health Insurance		Health & Dental	\$3,503	\$3,503		\$7,006
Dental Insurance		Combined				
Pre-Retirement Death Benefit			\$203	\$203		\$406
Other Employer Contributions (Itemize):			0	0		0
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>						
			\$52,232	\$52,232		\$104,464
<b>TOTAL PERSONNEL:</b>						
						\$104,464
<b>II. CONTRACTUAL SERVICES: (Itemize)</b>						
<b>TOTAL CONTRACTUAL SERVICES:</b>						
			0	0	0	0
<b>III. TRAVEL:</b>						
(Itemize—include mileage, airline cost, lodging, per diem, parking, car rental)						
<b>TOTAL TRAVEL:</b>						
			0	0	0	0

USE WHOLE DOLLARS ONLY		MATCHING FUNDS			
CATEGORIES		FEDERAL	CASH	IN-KIND	TOTAL
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)					
<u>ITEM</u>	<u>QUANTITY</u>				
<b>TOTAL EQUIPMENT:</b>		0	0	0	0
<b>V. SUPPLIES: (Describe)</b>					
<b>TOTAL SUPPLIES</b>		0	0	0	0
<b>VI. OTHER: (Itemize)</b>					
CD BURNER		\$300	\$300		\$600
CD SUPPLIES		\$100	\$100		\$200
<b>TOTAL OTHER:</b>		\$400	\$400	0	\$800

# RESOLUTION

**THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,  
MEETING IN GENERAL SESSION THE 9TH DAY OF MARCH, TWO  
THOUSAND AND FOUR ADOPTED THE FOLLOWING:**

**WHEREAS**, the Lexington County Sheriff's Department demonstrated great progress in reducing the number of major crimes reported in Lexington County by 18 percent in 2003; and

**WHEREAS**, Sheriff James R. Metts implemented accountability in management and directed patrols, ensured deputies received accurate and timely criminal intelligence and directed detectives to relentlessly follow up on leads during criminal investigations; and

**WHEREAS**, the Sheriff's Department achieved success in enhancing accountability through its INTEL Team (Intelligence through Teamwork, Effort and Accountability in Management). Assistant Sheriff Timothy M. James led the program in which managers and supervisors are held personally accountable for providing prompt, effective and accurate services that deter criminal activity and improve the quality of life for citizens in Lexington County; and

**WHEREAS**, the Sheriff's Department improved the quality of life in Lexington County by building partnerships, which include citizens, local police agencies and public safety agencies, and by communicating and coordinating information and resources that enhance public safety.

**NOW, THEREFORE, BE IT RESOLVED** that we take great pride in congratulating Sheriff James R. Metts and his proven, professional law enforcement team at the Lexington County Sheriff's Department for providing effective and efficient law enforcement services to the citizens of Lexington County.

\_\_\_\_\_  
George H. "Smokey" Davis, Chairman

\_\_\_\_\_  
William C. "Billy" Derrick, V Chairman

\_\_\_\_\_  
Bruce E. Rucker

\_\_\_\_\_  
Jacob R. Wilkerson

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
John W. Carrigg, Jr.

\_\_\_\_\_  
Joseph W. "Joe" Owens

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

\_\_\_\_\_  
Dorothy K. Black, Clerk

## **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**

March 09, 2004

### **BRUCE RUCKER**

**Health Services District Board of Directors** - Elizabeth "Betty" L. Shockley - Nominated

### **BILLY DERRICK**

**Children's Shelter** - Elizabeth "Lisa" Piazzola - Term expires 06/30/04 - Not eligible for Reappointment

### **JACOB WILKERSON**

**Children's Shelter** - Sheryl Lorick - Term expires 06/30/04 - Eligible for Reappointment

### **JOHN CARRIGG**

**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

**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

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

**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

**Mechanical Contractor**

**Building Industry (new)**

**Member at Large (new)**

**CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS**

Melanie P. Ellerbe - At Large - Terms expires 06/15/04 - Eligible for Reappointment

**HEALTH SERVICES DISTRICT BOARD OF DIRECTORS**

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

**COMMUNICATIONS COMMITTEE**

William "Bill" L. Monts, Jr. - Nominated by Smokey Davis

March 2, 2004

The Honorable Bruce Rucker, Member  
Lexington County Council  
S. Lake Drive  
Lexington, South Carolina 29072

Dear Councilman Rucker:

Please accept my resignation from the Lexington County Board of Zoning Appeals. I have enjoyed serving on this Board and hope to serve Lexington County in another capacity in the near future.

Sincerely,



Elizabeth L. Shockley

*EFFECTIVE IMMEDIATELY*



**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

Name of Board/Commission: COMMUNICATIONS COMMITTEE

Nominee: William L. Monts, Jr. (Bill)

Address: 443 Barr Rd. Lexington, SC 29072

Employed by: Retired

Address: NA

Home Telephone: 359-2412 Business Telephone: NA

Mobile Phone: 530-3983 Beeper Number: NA

Fax Number: NA

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):

-----  
I was born in Winnsboro, SC on January 19, 1938 to W. Leitzsey and Reba Addy Monts.

I was raised in St. Andrews section of Richland County, received my basic education in the schools of Richland County, graduating from Columbia High School. I attended USC, graduating with a BS degree in Business with a minor in Math.

I entered US Army and was commission as a 2<sup>nd</sup> Lt., serving in the MP's at Ft. Jackson, SC and Ft. Gordon, GA. After leaving the Army, I joined the South Carolina National Guard where I served in 132<sup>nd</sup> MP Company in West Columbia, SC. I transferred to the US Army Reserves, serving in the 360<sup>th</sup> Civil Affairs Area B and the 3287<sup>th</sup> USAR School. My last reserve duty was with the Deputy Chief of Staff for Operations at the Pentagon, Washington, DC. I retired with the rank of Lt. Col. in 1986.

After leaving the Army I was employed with Armor Agricultural Chemical Co. as Factory Accountant, Allied Chemical Corp. in Data Processing as a Programmer, Systems Analyst, and as Supervisor of Computer Room/Data Entry. I was employed with the State of South Carolina, Division of General Services in 1968 as a Systems Analyst and transferred to the SC Department of Insurance (SCDOI) in 1973 as Director Data Processing. I retired from SCDOI as Director of Information Systems after thirty years of service.

I am married to Patricia Spradley. We have two children and five grandchildren and two great-grandchildren.

We are members of St. David Lutheran Church, where I am a member of the Hand Bell Choir, member and former President of David's Sunday School Class, member and former President of the Lutheran Men in Mission and member and present Vice-President of St. David's Sr. Citizens. Former Treasure of St. Andrews Lutheran Church. Former member of SC Assoc. of Data Processing Directors.

Submitted by: William L. Monts, Jr. 

Date: February 26, 2004



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   
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 Harring, 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) 359-8385

(F) 359-2240

**DATE:** March 1, 2004

**TO:** Art Brooks  
County Administrator

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

*Sheila R. Fulmer*

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

**SUBJECT: MSA Equipment / Sole Source Procurement - Public Safety/Fire Service**

We have received a requisition from Brian Hood, Public Safety /Fire Service Chief Administrative Officer, for the purchase of Mine Safety Appliance (MSA) Breathing Airpacks and Air Masks for their Self-Contained Breathing Apparatus (SCBA).

Fire Service has previously purchased breathing equipment and has standardized with MSA. This has been deemed a Sole Source through Newton's Fire & Safety Equipment, Inc. as they are the only authorized dealer for South Carolina. The firefighters must be "fit tested" for breathing apparatus and with over 400 firefighters they need to maintain the same equipment. This equipment has been approved as part of the State Homeland Security Grant that is administered by the State Law Enforcement Division.

The cost of this equipment is \$31,783.50 including applicable tax.

Funds are appropriated in the following account:

2476-131500-540023      2003 State Homeland Security Grant      Air Packs & Air Cylinders

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 March 9, 2004.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Russell Rawl, Public Safety/Fire Service Coordinator  
Chief Timothy James, Sheriff's Department/Interim Public Safety Director  
Brian Hood, Public Safety/Fire Service Chief Administrative Officer  
Neil Ellis, Emergency Preparedness/Communications

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 359-8385

(F) 359-2240

**DATE:** March 2, 2004

**TO:** Art Brooks  
County Administrator

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

*Sheila R Fulmer*

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

*Bell*

**SUBJECT: Accurate Compactors / Sole Source Procurement - Solid Waste Management**

We have received a requisition from Joe Mergo, Director of Solid Waste Management, for the purchase of four (4) Accurate Compactors.

We have previously purchased these compactors and have standardized with Accurate. This has been deemed a Sole Source through Amick Equipment Company as they are the only authorized dealer for South Carolina. This equipment is identical to the fourteen (14) compactors being ordered for the County by Waste Management Company. Standardization of this equipment will allow an easier, more productive, cost effective preventative maintenance program.

The cost of this equipment is \$73,971.24 including applicable tax.

Funds are appropriated in the following account:

5700-121203-5A4254      Solid Waste                      (5) Compactors

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 March 9, 2004.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Joe Mergo, Director of Solid Waste Management

# COUNTY OF LEXINGTON

## Banking Services

### *Evaluation Committee Report and Recommendation*

### *Request for Proposal No. P04002-02/06/04H*

March 1, 2004

#### **PURPOSE**

The County of Lexington solicited proposals from qualified offerors to provide Banking Services for the collection and disbursement of funds. The objective of requesting proposals was to determine which bank could offer the County 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. This will require the successful offeror to encompass all bank accounts in the name of the County of Lexington. Additionally, two (2) Automated Teller Machines was a requirement of the proposal. The Automated Teller Machines will serve county government departments and improve service to the public and will be located in the County Administration Building and Traffic/Bond Court.

Analysis of accounts show that residual balances will offset service charges. The Automated Teller Machines will be provided at no additional cost to the County. Services to be provided will be on a case by case basis as determined by the individual Departments. 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 numbers 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.

#### **EVALUATION COMMITTEE**

On April 23, 2002, County Council approved the use of the Request for Proposal process to select a qualified offeror to provide Banking Services for the County of Lexington. As required by the County's Purchasing Ordinance and RFP Criteria, an evaluation committee was appointed by Art Brooks, County Administrator, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. Committee members were Larry Porth, Assistant County Administrator/Finance Director; Jim Schafer, Director of Information Services; William Rowell, Treasurer; Brad Mathis, Deputy Treasurer/Current Tax Collections and Investments, Treasurer; Jan Alonso, Deputy Treasurer/Accounting Operations, Treasurer; Sylvia Dillon, Senior Accountant, Sheriff's Department; Judge Thomas Rawl, Lexington Magistrate; Bonnie Hensell, Deputy Clerk of Family Court; Sheila R. Fulmer, Procurement Manager; and Donna J. Harris, Procurement Officer.

## **SOLICITATION REQUIREMENTS**

The required legal advertisements for soliciting sealed competitive proposals from qualified offerors were placed and appeared in the South Carolina Business Opportunities Publication; Lexington County Website; and online publication Demandstar on January 5, 2004. Solicitations were e-mailed to all potential offerors at this time. A pre-proposal conference was held on January 15, 2004 and nine prospective offerors attended. Proposals were due and received by 5:00 p.m. on February 6, 2004. At that time, the County received proposals from six (6) offerors:

Bank of America  
BB&T  
Carolina First  
First Citizens Bank  
National Bank of SC  
Regions Bank

SouthTrust Bank and Wachovia submitted a no-bid response stating that they could not meet the specifications of providing a local Retail Lockbox in Lexington.

## **EVALUATION PROCESS**

On February 9, 2004, the Evaluation Committee began its evaluation process. Copies of the proposals received from the offerors were distributed to each committee member for his or her individual evaluation. The committee met again on February 23, 2004 for a detailed discussion of the proposals. Each proposal under consideration was evaluated and scored on the following award criteria listed in the order of their relative importance and respective scoring of each criteria factor as follows: (1) Cost of proposed banking services; (2) The degree to which the County's requirements and needs will be met; (3) Quality of response; (4) Corporate capability; and (5) References.

After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the committee felt that they had obtained the highest rated offeror and proceeded negotiations with BB&T.

## **TERM OF CONTRACT**

It is the intent to award and execute a contract with a startup date of July 1, 2004 or earlier. 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). 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), as published by the U.S. Department of Labor, Bureau of Labor Statistics.

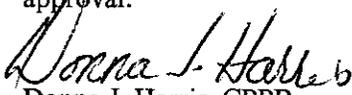
## **COST OF SERVICES**

Analysis of accounts show that residual balances will offset service charges.

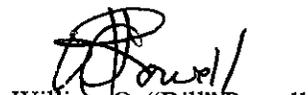
## **RECOMMENDATION**

The evaluation committee and County Treasurer is in agreement that it has obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process. It is the recommendation of the committee to seek the award of this contract to BB&T as meeting all the essential requirements as set forth in the Request for Proposal. BB&T has demonstrated the ability to provide the desired services and additional services that best meets the County's needs.

The committee and the County Treasurer hereby submit this recommendation for Council's consideration and approval.

  
Donna J. Harris, CPPB  
Procurement Officer

  
Sheila R. Fulmer, CPPB  
Procurement Manager

  
William O. "Bill" Rowell  
Treasurer

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

## COMMITTEE REPORT

**RE:** Bulletproof Vest Partnership Program

**DATE:** February 26, 2004

**COMMITTEE:** Justice

**MAJORITY REPORT:** Yes

---

The Justice Committee met on Tuesday, February 24, 2004 to discuss a grant request from the Sheriff's Department.

Chief Tim James, Assistant Sheriff and Interim Public Safety Director, had requested authorization to apply for a Bulletproof Vest Partnership Program grant through the US Department of Justice for the Sheriff's Department.

Chief James stated the Bulletproof Vest Partnership Program grant is a 50/50 percent grant to purchase 35 armor vests for officers. The total cost of the vests is \$18,779.25. He stated the 50 percent match of \$9,390.00 will be appropriated in the FY2004-05 submitted budget request.

The committee voted to recommend to full Council to approve staff's request to move forward with the grant application.

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
**MEMORANDUM**

---

**to:** County Council

**from:** Evelyn Babbitt, Manager of Grants Administration

**subject:** Direct Grants from US Department of Justice, Office of Justice Programs

**date:** February 11, 2004

The Sheriff's Department is asking your approval to apply for two direct grants from the US Department of Justice, Office of Justice Programs:

The **Bulletproof Vest Partnership Program** is a 50/50% grant to purchase 35 armor vests for officers in the amount of \$18,779.25. The 50% match of \$9,390 will be appropriated in the budget request submitted for FY2004-05. Application period closes April 01, 2004.

The **State Criminal Alien Assistance Program** is a 100% reimbursement type grant to provide assistance funds for the housing of alien prisoners for at least four consecutive days in the Lexington County Detention Center. No match required. Application period closes March 15, 2004.



# Bulletproof Vest Partnership

US Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance

[Home](#) | [Log In](#) | [3 Easy Steps](#) | [Let's Get Started](#) | [BVP Hot Topics](#) | [Program Resources](#) | [Help Central](#) | [Sitemap](#) |

**BVP applications are now being accepted.  
Deadline to apply is April 1, 2004.**

**Deadline Countdown to April 01, 2004**  
**58 Days left** until the 2004 Application Submission Period ends.

**[Access 2003 Funding Decisions Here](#)**

### New Users

[Find out how to Apply here.](#)

### Existing Users

**Username**

**Password**

[Log In](#)

**Second Chance Body Armor Upgrades** The National Institute of Justice has issued a preliminary statement about the ongoing issues affecting certain Second Chance body armor. Please access the following link for current information from a number of sources: [BVP Hot Topics](#)

**FY 2004 Funding Limitations:** The Bulletproof Vest Partnership (BVP) Grant Act of 2000 provides funding priority for smaller jurisdictions with populations under 100,000. Any remaining funds may be allocated to support grants to jurisdictions with populations at or over 100,000. In FY 2003, all appropriated funds were awarded to smaller jurisdictions.

### Forgot Password?

It is imperative that jurisdictions and law enforcement agencies not order vests contained in their application until approved by the U.S. Department of Justice (DOJ), unless they have sufficient funds to cover initial costs and any potential shortfall that may result if less than 50% is provided by DOJ.

[Logout](#)

OMB #1121-0235  
(Expires: 10/31/2006)



**The Bulletproof Vest Partnership Program was the Internet-Based Solution Winner of the 1999 Intergovernmental Open Systems Solution Gold Award!**

[\[Disclaimer\]](#) [\[Privacy and Security Notice\]](#) [\[Freedom of Information Act\]](#) [\[Paperwork Reduction Act\]](#)

If you have trouble accessing this site, please contact us by one of the following means:

Phone: Toll-Free (1-877-75-VESTS) or (1-877-758-3787)  
Toll 1-301-595-4595  
E-mail: [vests@ojp.gov](mailto:vests@ojp.gov)

Section 3. Application > Submit Application > Pending BJA Approval

OMB #1121-0235  
(Expires: 10/31/2006)

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to ebabbitt@lex-co.com. An email approval advisory will also be sent to ebabbitt@lex-co.com when the program approvals are completed. Additionally, you may check the status of your application by selecting option 3.2, 'Review Application', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

**Successful Submission**

Jurisdiction: LEXINGTON COUNTY  
 Application Id: 04021953  
 Status/Submission Date: Sent for BVP Approval : 02/04/04

Application for Funding				
Quantity	Extended Cost	Tax, S&H	Total Cost	
35	\$17,885.00	\$894.25	\$18,779.25	
<b>Maximum Allowable Funding from BVP:</b>			<b>\$9,389.62</b>	

\* Important: You can click on the 'Print Screen' button below to keep a copy for your records.



Section 3. Application > Manage Application > View/Update Application

OMB #1121-0235  
(Expires: 10/31/2006)

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'.

Vest Replacement Cycle: 5 Years ([Edit](#))  
Unspent BVP Funds Remaining \$0.00  
 Unspent BVP Funds Obligated for Vest Purchases: N/A  
Emergency Replacement Needs: 10 ([Edit](#))

**View/Update Application**

Vests for FY 2004

Model Name	Quantity	Specification	Gender	Unit Price	Extended Cost	Tax/S&H	Total Cost
<a href="#">GIIIA-4.0</a>	35	IIIA	M	\$511.00	\$17,885.00	\$894.25	\$18,779.25
<b>Grand Totals</b>	<b>35</b>				<b>\$17,885.00</b>	<b>\$894.25</b>	<b>\$18,779.25</b>

[Proceed to Review Application](#)

[Add Vests to Application](#)

## COMMITTEE REPORT

**RE:** State Criminal Alien Assistance Program

**DATE:** February 26, 2004

**COMMITTEE:** Justice

**MAJORITY REPORT:** Yes

---

The Justice Committee met on Tuesday, February 24, 2004 to discuss a grant request from the Sheriff's Department.

Chief Tim James, Assistant Sheriff and Interim Public Safety Director, had requested authorization to apply for a State Criminal Alien Assistance Program grant through the US Department of Justice for the Sheriff's Department.

Chief James stated the State Criminal Alien Assistance Program grant is a 100 percent grant to provide assistance funds for the housing of alien prisoners for at least four consecutive days in the Lexington County Detention Center. He stated no match is required.

The committee voted to recommend to full Council to approve staff's request to move forward with the grant application.

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
**MEMORANDUM**

---

**to:** County Council

**from:** Evelyn Babbitt, Manager of Grants Administration

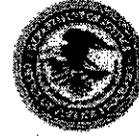
**subject:** Direct Grants from US Department of Justice, Office of Justice Programs

**date:** February 11, 2004

The Sheriff's Department is asking your approval to apply for two direct grants from the US Department of Justice, Office of Justice Programs:

The **Bulletproof Vest Partnership Program** is a 50/50% grant to purchase 35 armor vests for officers in the amount of \$18,779.25. The 50% match of \$9,390 will be appropriated in the budget request submitted for FY2004-05. Application period closes April 01, 2004.

The **State Criminal Alien Assistance Program** is a 100% reimbursement type grant to provide assistance funds for the housing of alien prisoners for at least four consecutive days in the Lexington County Detention Center. No match required. Application period closes March 15, 2004.


[ASK BJA](#) [SITE MAP](#) [HOME](#)
[▶ WHAT'S NEW](#)
[▶ PROGRAMS](#)
[▶ GRANTEE RESOURCE CENTER](#)
[▶ JUSTICE TOPICS](#)
[▶ PUBLICATIONS](#)
[▶ TRAINING & TECHNICAL ASSISTANCE](#)
[▶ MESSAGE FROM THE DIRECTOR](#)
[▶ ABOUT BJA](#)

## PROGRAMS



### FY 2004 State Criminal Alien Assistance Program (SCAAP)

BJA has announced the [FY 2003 awards](#)

#### Overview:

BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement (ICE), Department of Homeland Security (DHS). SCAAP provides federal payments to States and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of State or local law, and incarcerated for at least four consecutive days during the reporting period. The application process is managed through the Internet, using the automated [Grants Management System \(GMS\)](#).

Eligible undocumented criminal aliens that were incarcerated for at least four consecutive days between July 1, 2002 and June 30, 2003 may be included in the FY2004 application. The 72-hour rule no longer applies.

Jurisdictions must use due diligence in determining the accuracy of the inmate data files and related claims submitted to BJA, and shall not submit an inmate record if the jurisdiction knows or has reason to know that the information is false or that the inmate does not qualify as an undocumented criminal alien. Additionally, jurisdictions shall not submit inmate records for an otherwise qualifying inmate where: (1) the jurisdiction's records indicate the inmate is not an undocumented alien (i.e. the inmate is in the United States legally, is a US citizen, etc), or (2) the jurisdiction's records indicate the inmate was born in the United States (i.e. born in one of the fifty states, the District of Columbia, Guam, Puerto Rico, or the U.S. Virgin Islands).

If a person in state or local custody is considered an undocumented (illegal) alien and imprisoned for at least 4 consecutive days during the reporting period, applicant jurisdictions may count all inmate days attributed to this person during the reporting period under the following circumstances:

1. The offender is convicted of a qualifying felony or a second misdemeanor. In this case, the jurisdiction may count both the jail or prison time and any pretrial detention time leading up to the conviction.
2. The offender has ever been convicted of a qualifying felony or two misdemeanors in his or her past. In this case, all future pretrial detention and prison or jail time may be counted, regardless of the nature of the new charge.

Qualifying offenses are violations of state or local law. Violations of federal law are excluded.

**Legislation:** SCAAP is governed by Section 242 of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

**Funding:** FY 2004 appropriation is approximately \$290 million. SCAAP payments are calculated using a formula that provides a relative share of funding to jurisdictions that

calculated using a formula that provides a relative share of funding to jurisdictions that apply, and is based on the number of eligible criminal aliens as determined by Immigration and Customs Enforcement, Department of Homeland Security.

**Eligibility:** States and units of general government that have authority over correctional facilities that incarcerate or detain undocumented criminal aliens for at least four consecutive days are eligible to apply for SCAAP funds. The phrase "states and units of general government" encompasses the 50 states, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and over 3,000 counties and cities with jail facilities.

**How/When To Apply:** The application process occurs entirely over the Internet. Applications will be accepted through OJP's online GMS web site from Monday, February 2, 2004 to 11:45 p.m. (e.t.), Monday, March 15, 2004 (dates subject to change). Applicants must begin the online SCAAP registration process prior to 11:45 p.m. (e.t.) Monday, March 8, 2004.

**Related Publications/Information:** FY 2004 SCAAP Program Guidelines will be released in mid-January 2004. Basic eligibility and reporting requirements will be similar to FY2003 guidance.

**Related Links:**

[2004 ICE Country Codes \(pdf\)](#)  
[2004 Inmate Data File Format](#)  
[SCAAP Archive Information](#)

**Contact Information:**

**Written Inquiries:**

Robert Watkins  
SCAAP Program Manager  
Payments and Benefits Division  
Bureau of Justice Assistance  
810 Seventh Street, NW.  
Washington, D.C. 20531

**Direct Toll Free Phone Support:**

Technical assistance is available, Monday through Friday, from 7:00 a.m. to 9:00 p.m. Eastern Time, via the GMS Helpdesk at 1-888-549-9901, Option 3.

**E-Mail Inquiries:**

Program and Policy Issues: [SCAAP Inquiries](#)  
Technical Issues: [GMS Helpdesk](#)  
Banking Issues: [OC Customer Service Center](#)