

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, October 13, 2009
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

***Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes. Also, if time permits, Council may elect to enter into Executive Session to discuss contractual, legal, personnel matters, etc.**

12:30 p.m. - 1:00 p.m. - Tour of Communications Center

1:00 p.m. - 2:10 p.m. - Economic Development

- (1) State and Local Economy Update - South Carolina Department of Commerce - Rebecca Gunnlaugsson, Ph.D., Economist **A**
- (2) Harsco Update - Economic Development - Chuck Whipple, Manager and Tracy McMillin, Project Manager - Central South Carolina Alliance **B**
- (3) Project Crush - Economic Development - Chuck Whipple, Manager and Stephen Roddey, Senior Project Manager - Central South Carolina Alliance..... **C**
- (4) Approval of Minutes - Meeting of August 25, 2009 **D**
- (5) Old Business/New Business
- (6) Adjournment

2:10 p.m. - 2:25 p.m. - Planning & Administration

- (1) HOME Investment Partnerships Program Amendment to 2008-09 Annual Action Plan (Goals 2&3) - Community Development - Ronald T. Scott, Director **E**
- (2) Zoning Map Amendment M09-02 - Irmo Drive - 2nd Reading - Community Development - Walt McPherson, Zoning Administrator..... **F**
- (3) Zoning Map Amendment M09-03 - Fox Trot Trail - 2nd Reading - Community Development - Walt McPherson, Zoning Administrator..... **G**
- (4) Zoning Text Amendment T08-11 - Planning and GIS - Charlie Compton, Director **H**
- (5) Approval of Minutes - Meeting of August 25, 2009 **I**
- (6) Old Business/New Business - Land Use Growth
- (7) Adjournment

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

- (1) Coroner's Request for Reorganization - Coroner's Office - Harry O. Harman, Coroner**J**
- (2) Highway Safety DUI Enforcement Grant Award (Goal 3) - Sheriff's Department - Col. Allan Paavel..... **K**
- (3) Violence Against Women Act Grant Award (Goal 3) - Sheriff's Department - Col. Allan Paavel..... **L**
- (4) Approval of Minutes - Meeting of August 25, 2009**M**
- (5) Old Business/New Business
- (6) Adjournment

2:40 p.m. - 2:45 p.m. - Health & Human Services

- (1) DHEC EMS Grant-in-Aid Grant Award (Goal 3) - Public Safety/EMS - Chief Brian Hood - EMS Coordinator.....**N**
- (2) Approval of Minutes - Meeting of August 25, 2009 **O**
- (3) Old Business/New Business - Lexington County Fire Code/Timber Cutting
- (4) Adjournment

2:45 p.m. - 2:50 p.m. - Airport

- (1) Beacon Replacement at the Lexington County Airport at Pelion Project Grant Award (Goal 3) - Public Works - Jim Starling, Engineering Associate..... **P**
- (2) Approval of Minutes - Meeting of August 25, 2009 **Q**
- (3) Old Business/New Business
- (4) Adjournment

2:50 p.m. - 3:05 p.m. - Solid Waste

- (1) Wood Grinding and Material Marketing Request for Proposal Update (Goals 1&2) - Solid Waste Management - Dave Eger, Director - **Tab W**
- (2) Old Business/New Business
- (3) Adjournment

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

- (1) Approval of Minutes - Meeting of August 25, 2009**R**
- (2) Possible Executive Session if Time Permits
- (3) Old Business/New Business - Tax Installment Payments, Local Contractors Procurement Incentives
- (4) Adjournment

GOALS

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

Economic Development

B. Banning, Sr., Chairman
J. Kinard, V Chairman
B. Derrick
J. Jeffcoat
T. Cullum
D. Summers

Justice

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

Airport

J. Carrigg, Jr., Chairman
J. Kinard, V Chairman
S. Davis
J. Jeffcoat
D. Summers

Committee of the Whole

D. Summers, Chairman
J. Kinard, V Chairman
B. Derrick
S. Davis
B. Keisler
J. Jeffcoat
J. Carrigg, Jr.
B. Banning, Sr.
T. Cullum

Planning & Administration

S. Davis, Chairman
J. Carrigg, Jr., V Chairman
B. Derrick
B. Banning, Sr.
T. Cullum
D. Summers

Health & Human Services

J. Jeffcoat, Chairman
B. Banning, Sr., V Chairman
J. Kinard
B. Keisler
D. Summers

Solid Waste

J. Jeffcoat, Chairman
B. Keisler, V Chairman
S. Davis
J. Carrigg, Jr.
T. Cullum
D. Summers

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, October 13, 2009
Second Floor - Dorothy K. Black Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

- (1) Employee of the 3rd Quarter 2009
- (2) Shining Stars of the 4th Quarter 2009

Certificate of Appreciation

- (1) Ms. Susie Hendrix, Lexington County Library Board, Presented by Councilman Derrick

Appointments S

Bids/Purchases/RFPs

- (1) Computer Software License Purchases - Sheriff's Department **T**
- (2) Detention Center Security Locks - Sheriff's Department **U**
- (3) Motorola XTS 5000 Astro Portable Radios - Sheriff's Department **V**
- (4) Wood Waste Grinding & Marketing Material Request for Proposal - Solid Waste Management **W**

Approval of Minutes - Meeting of August 25, 2009 X

Ordinances

- (1) Ordinance 09-07 - An Ordinance Authorizing Pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as Amended, the Execution and Delivery of a Fee Agreement between Lexington County, South Carolina and Harsco Corporation; and Matters Relating Thereto - 2nd Reading **Y**
- (2) Ordinance 09-08 - An Ordinance to Amend Ordinance No. 95-12 as Amended by Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties so as to Enlarge the Park to Add Harsco - 2nd Reading **Z**
- (3) Ordinance 09-09 - An Ordinance Adopting Supplemental Appropriation of One Hundred Sixty-Four Thousand (\$164,000) Dollars (Riverbanks Parks Commission) - 2nd Reading..... **1**

Committee Reports

Planning & Administration, S. Davis, Chairman

- (1) HOME Investment Partnerships Program Amendment to 2008-09 Annual Action Plan - **Tab E**
- (2) Zoning Map Amendment M09-02 - Irmo Drive - 2nd Reading - **Tab F**
- (3) Zoning Map Amendment M09-03 - Fox Trot Trail - 2nd Reading - **Tab G**

Justice, J. Kinard, Chairman

- (1) Coroner’s Request for Reorganization - **Tab J**
- (2) Highway Safety DUI Enforcement Grant Award - **Tab K**
- (3) Violence Against Women Act Grant Award - **Tab L**

Health & Human Services, J. Jeffcoat, Chairman

- (1) DHEC EMS Grant-in-Aid Grant Award - **Tab N**

Airport, J. Carrigg, Jr., Chairman

- (1) Beacon Replacement at the Lexington County Airport at Pelion Project Grant Award - **Tab P**

Budget Amendment Resolutions

6:00 P.M. - Public Hearing

- (1) Zoning Map Amendment M09-05 - North Lake Drive..... **2**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

MISSION:

Provide quality services to our citizens at a reasonable cost.

VISION:

Planned growth for our communities with abundant opportunities for all in a quality environment.

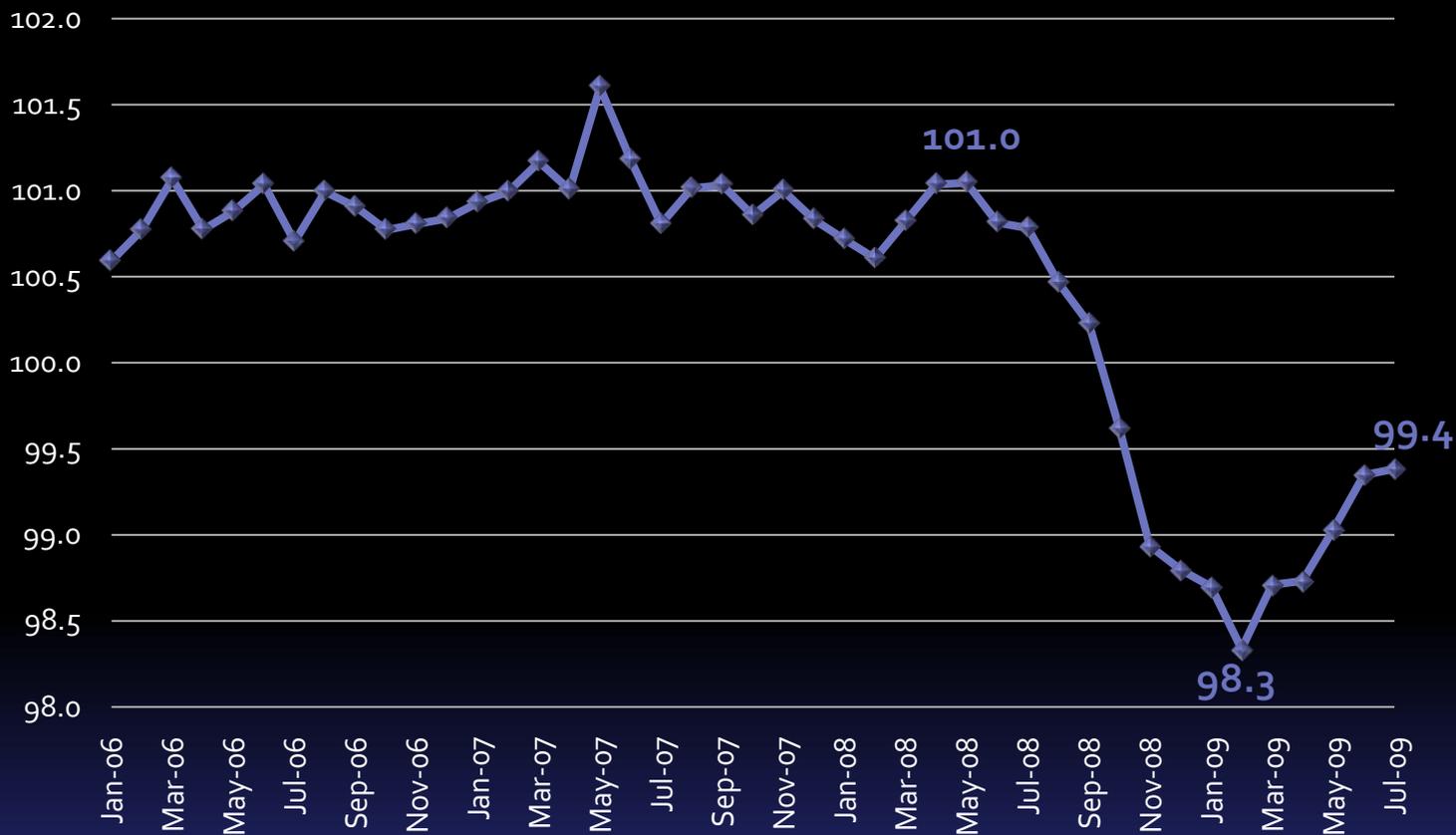
SOUTH CAROLINACOMMERCE

An update on the state economy.



- SC Leading Indicators
- Output
- Employment
- Growth Sectors
- Contacts

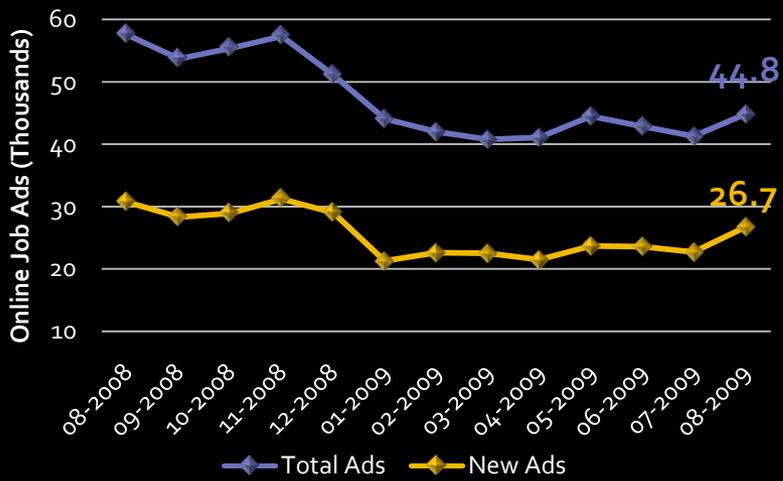
SC Index of Leading Economic Indicators



SC Bloomberg Stock Index



SC Help Wanted Online



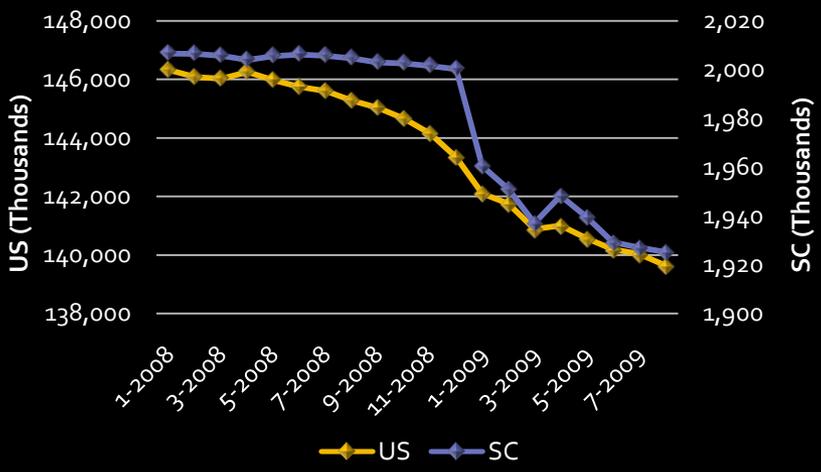
SC Weekly Manufacturing Hours



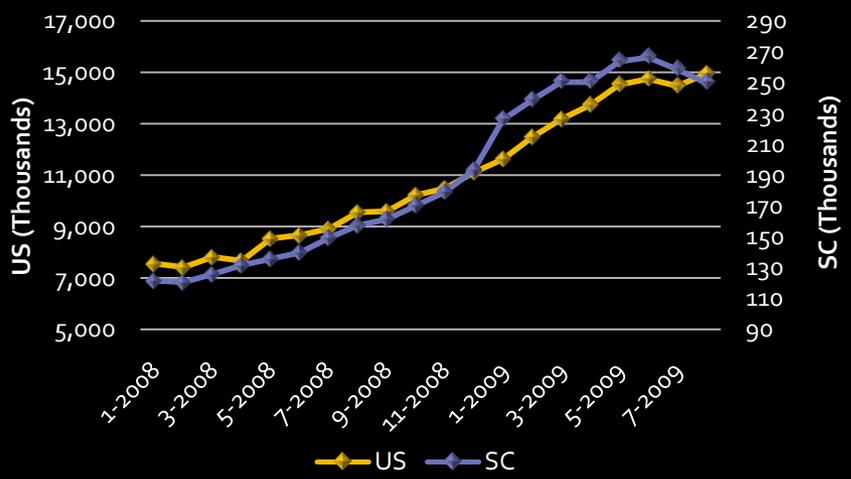
SC Exports



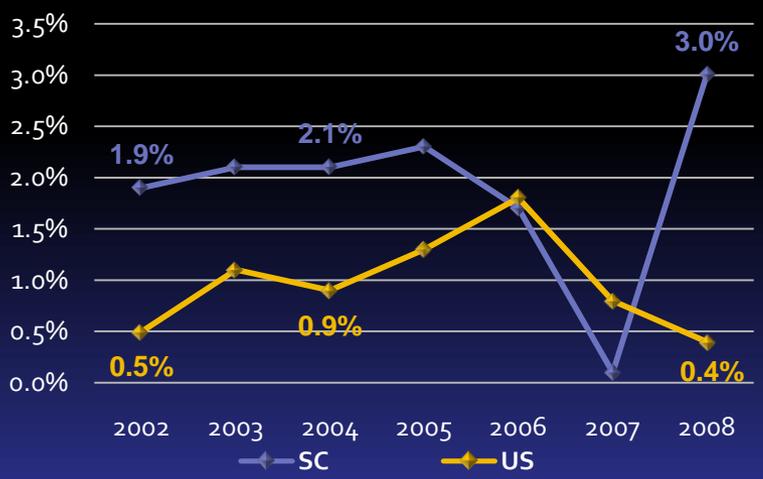
Employment



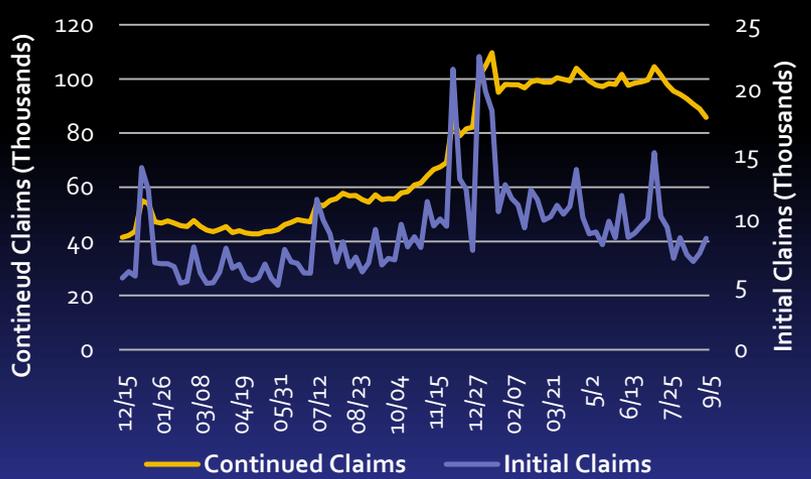
Unemployment



Labor Force Growth



SC Initial UI Claims



Rebecca Gunnlaugsson, Ph.D.

Economist

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



County of Lexington

Community Development Department
212 South Lake Drive—Suite 401
Lexington, SC 29072
Phone: (803) 785-8121
Fax: (803) 785-8188

MEMORANDUM

To: Planning and Administration Committee
Lexington County Council

Through: Katherine Hubbard, County Administrator

From: Ronald T. Scott, Community Development Director

Date: September 24, 2009

Subject: HOME Investment Partnerships Program (HOME)
Amendment to 2008-09 Annual Action Plan

In the 2008-09 Annual Action Plan for the HOME Program, \$100,000 was set aside for a New Home Construction project through Habitat for Humanity. Due to unforeseen environmental delays, Habitat for Humanity has notified the County that it will not be able to proceed with this project within the required timeline for use of HOME Funds. The 2008-09 Annual Action Plan also set aside \$30,000 for Housing Counseling and Education classes, which are required for first-time home buyers through the HOME Program. The Grant Programs staff was able to secure an outside agency to provide Housing and Counseling Education classes at no present cost to the County. Therefore funds set-aside for this program were not needed.

Due to these budgetary changes, we request approval from County Council to amend our 2008-09 Annual Action Plan to reallocate the \$130,000 previously set aside. Staff recommendation is to reallocate \$80,000 to our Homeownership Assistance Program and to reallocate \$50,000 to our Community Housing Development Organization (CHDO) Project. These funds must be reallocated to meet the commitment and expenditure requirements of the US Department of Housing and Urban Development (HUD). The original project overview sheets from the 2008-09 Annual Action Plan are attached for your reference.

Requested Action: Staff requests a Committee recommendation to full Council for approval to prepare an amendment to the 2008-09 Action Plan. The amendment must also be submitted to HUD for final approval.

**LEXINGTON COUNTY NEW HOME CONSTRUCTION
HABITAT FOR HUMANITY**

Description:

Through this project, funds will be provided to the Central South Carolina Habitat for Humanity to acquire five (5) lots in Lexington County. The lots will be used to construct five (5) affordable single-family housing units. HOME funds will also be used to provide water/sewer or well/septic tank connections for the new homes. The homes will be owned by LMI persons. The project will have approximately \$275,000 in additional funding from non-federal sources (Sponsors - \$162,500, Habitat ReStore funds - \$55,000, and State Housing Trust Fund Grants - \$57,500). All non-federal funding for the project, excluding the State Housing Trust Fund grant, will be used as required match for the County's HOME Program. Recapture provisions will be enforced to maintain the required HOME affordability period.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$100,000
HUD Matrix Code:	12	Habitat Humanity:	\$275,000
Location:	To be determined	TOTAL:	\$375,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> Availability 		
Outcome Statement(s):	<ul style="list-style-type: none"> Create Decent Housing with New Availability. 		
Beneficiaries:		Completion Date:	
This project will benefit LMI households determined through income verification.		By or before December 31, 2010	
Administered by:	Central South Carolina Habitat for Humanity		

HOUSING COUNSELING AND EDUCATION COUNTY OF LEXINGTON

Description:

Housing counseling and education will be provided to qualifying homebuyers and to other LMI persons participating in the Homeownership Assistance Program, Housing Rehabilitation Program, and/or other home ownership programs. Funds will also be used to create and distribute materials related to housing counseling and education. Counseling and education services will be provided through a qualified outside agency or consultant. The schedule for the training program will be coordinated by HOME Program staff.



Eligibility Citation:	92.302	Funding:	
		HOME 2008:	\$30,000
HUD Matrix Code:	05J		
Location:	Countywide		
		TOTAL:	\$30,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> ● Suitable Living Environment ● Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> ● Accessibility ● Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> ● Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability. ● Create Decent Housing with Improved Sustainability and Accessibility. 		
Beneficiaries:	This project will benefit LMI households determined through income verification.		Completion Date:
			By or before December 31, 2010
Administered by:	To be determined		



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # **M09-02**

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

Irmo Drive (next to 8024 Irmo Drive)

Zoning Classifications: (Current) Development (D) (Proposed) General Commercial (C2)

TMS#: 001800-01-005 P/O Property Owner: Paul Trussell

Reason for the request: Applicant is requesting a change in the zoning classification for a portion of the property to allow for a construction services activity.

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

Date of Application: 5/15/2009 Applicant: Property Owner Authorized Agent

Phone #(s): cell (803) 513-8291 _____

Signature: Signature on file Printed Name: Paul Trussell

Street/Mailing Address: 8024 Irmo Dr., Columbia 29212

5/15/09	Application Received
8/06/09	Newspaper Advertisement
7/29/09	Notices Mailed

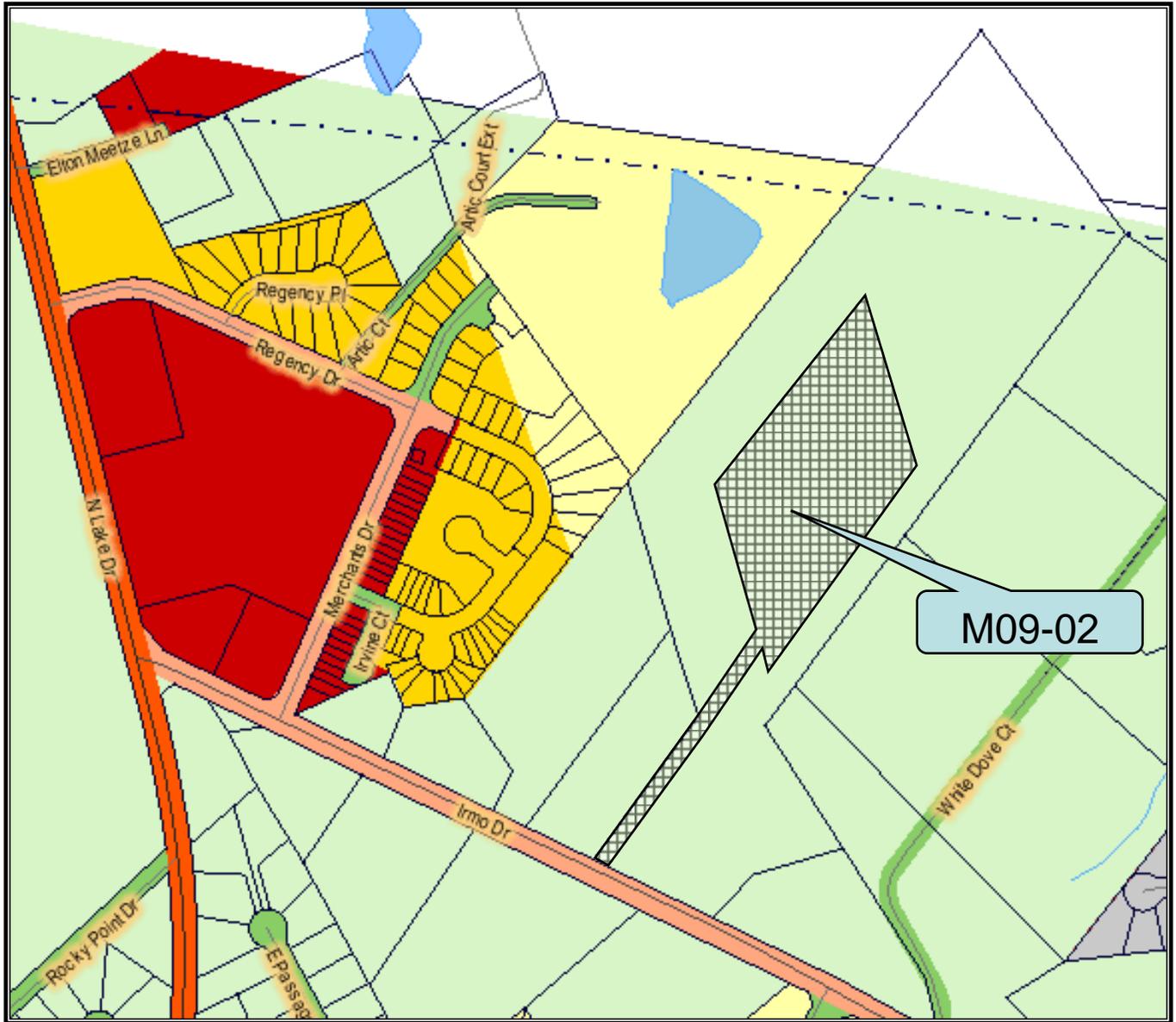
5/15/09	Fee Received
8/10/09	Property Posted
9/17/09	Planning Commission

Planning Commission Recommendation: Since the configuration of the amendment doesn't encourage "General Commercial" activity directly fronting Irmo Dr, if there is a desire to accommodate this request, the Planning Commission recommended approval by a vote of 7 in favor of the motion and 0 opposed.

7/28/09	First Reading	8/25/09	Public Hearing	Second Reading	Third Reading
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Results: _____

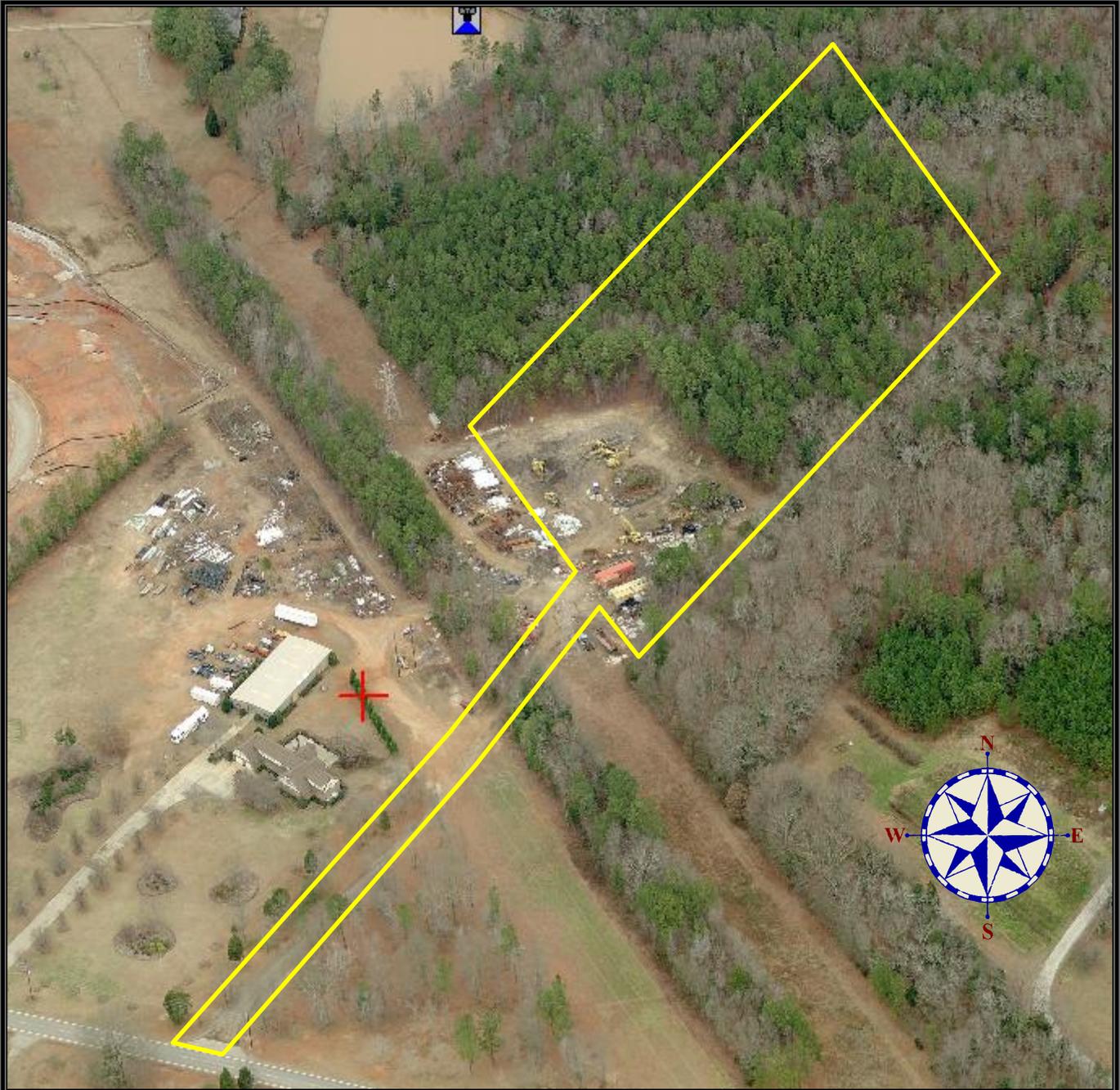
Zoning Map Amendment Application M09-02



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development

Zoning Map Amendment Application M09-02



NOTE: Map Amendment area boundary lines are approximate and may appear distorted in an oblique view.



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ZONING MAP AMENDMENT APPLICATION # **M09-03**

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

Applicant requests a street classification change for the western portion of Fox Trot Trail from RL4 (Residential Local Four) to L (Local). This portion being more specifically described as beginning at the intersection of Windy Wood Road, extending in a northwesterly direction for approximately 1085', and terminating at the western property line of TMS# 009700-02-049.

Zoning Classifications: (Current) RL4 (Proposed) Local

TMS#: 009700-02-049 Property Owner: Laurin A. & Sandra A. Mitchell

Reason for the request: I am making this request so that I will be able to continue to operate my business legally.

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

Date of Application: 6/25/09 Applicant: Property Owner Authorized Agent

Phone #(s): home 803-894-3570 _____

Signature: _____ *Signature on file* _____ Printed Name: Laurin A. Mitchell

Street/Mailing Address: 241 Fox Trot Trail, Pelion, SC 29123

6/25/09	Application Received
8/06/09	Newspaper Advertisement
7/29/09	Notices Mailed

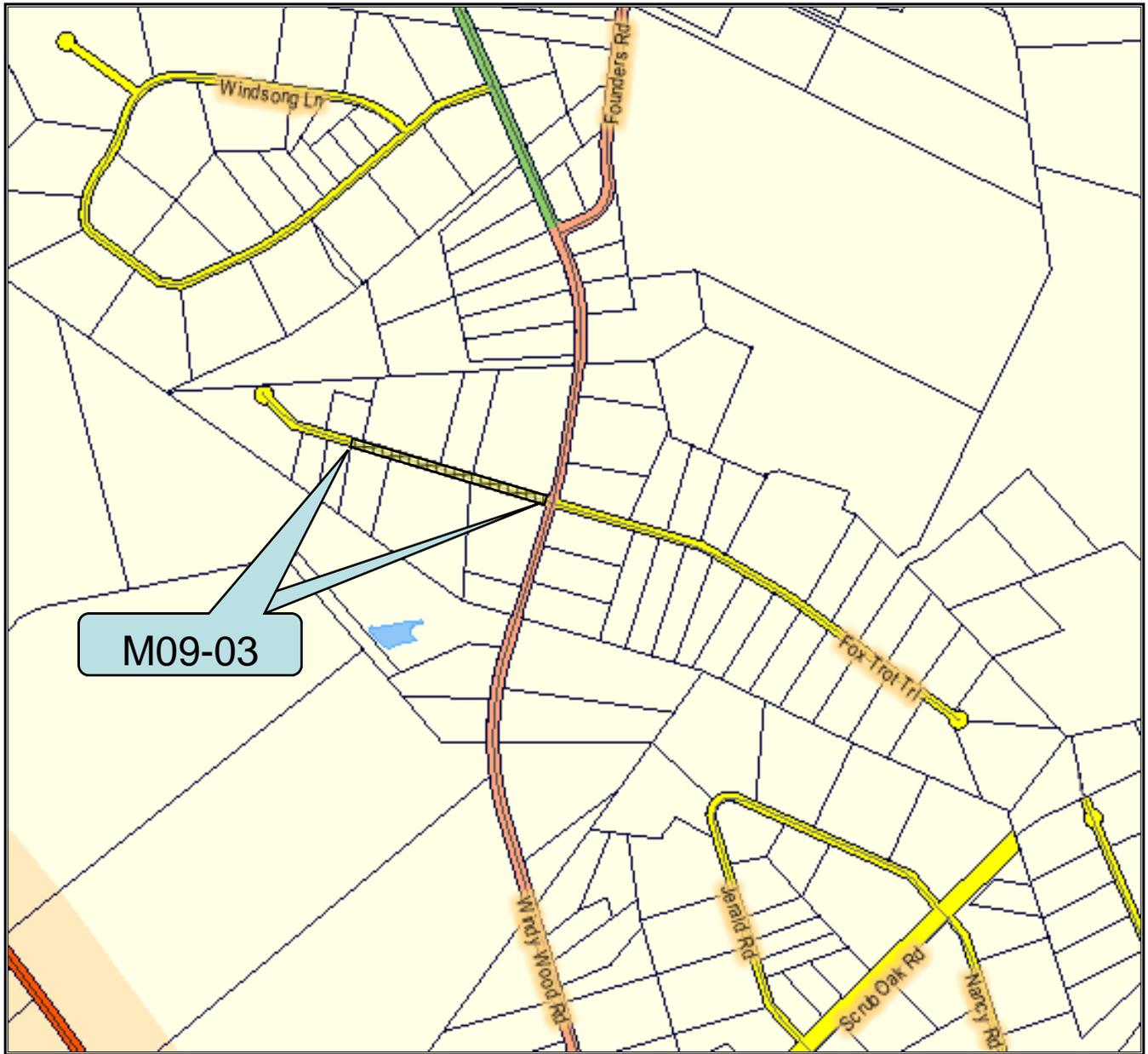
6/25/09	Fee Received
8/10/09	Property Posted
9/17/09	Planning Commission

Planning Commission Recommendation: Recommend approval by a vote of 7 in favor of the motion and 0 opposed.

7/28/09	First Reading	8/25/09	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M09-03



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development

Zoning Map Amendment Application M09-03



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

Memorandum

October 1, 2009

To: Katherine Hubbard
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: Zoning Text Amendment #T08-11

The Planning Commission feels the attached draft of this amendment is complete enough for the Planning and Administration Committee to authorize the scheduling of a public hearing. That step will allow this amendment and those involving the Landscape Ordinance to move towards adoption simultaneously.

You will notice that ideas mentioned at your August 25th meeting have been incorporated into this draft, including proposed changes to the Nonconformity Article which call for quicker compliance with violations involving digital technology. Text and notes in green signify sections and issues still being addressed by the Planning Commission including a few references to possible additional modifications that are being researched.

Enclosure: Zoning Text Amendment #T11-08



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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ZONING TEXT AMENDMENT APPLICATION # **T08-11**

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

ARTICLE 2 - APPLICATION OF REGULATIONS - Chapter 5 - Signs, and other related sections of the Zoning Ordinance as applicable.

Reason for the request: To fully implement the concept of scenic corridors and to better coordinate the transition of properties into municipalities through annexation.

Submitted on behalf of: County Council Planning Commission

Printed Name: Charles M. Compton Title: Director of Planning and GIS

Signature: Signature on File

9/23/08	Application Received		Newspaper Advertisement
	Planning Commission		

Planning Commission Recommendation: _____

9/23/08	First Reading	Public Hearing	Second Reading	Third Reading
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Results: _____

DRAFT update (as of October 1, 2009)

Chapter 5. Signs

25.00 Intent and Purpose

The purpose of this chapter is intended to accomplish the following objectives:

- a. To encourage a high standard for signs ~~in order that they should be appropriate~~ and to enhance the aesthetic appearance and attractiveness of the community, and; ~~to further, create an aesthetic environment that contributes to the ability of the community to attract sources of economic development and growth.~~
- b. To ensure that signs are designed, constructed, installed, and maintained so that public safety and traffic safety are not compromised.
- c. To minimize ~~the~~ distractions and ~~the~~ obstructing ~~ing~~ions-of-views that contributes to traffic hazards and endanger ~~the~~ public safety.
- d. To allow for adequate and effective signs for communicating identifications and promoting businesses.
- e. In the interest of public safety, the visibility of street name signs, street address information, and address numbers for use by emergency responders (fire, police and medical) is of preeminent importance and should be considered during the placement of signs covered under this ~~section~~ chapter.

26.00 Definitions and Quick Reference Chart

Advertising Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, manufactured, existing, or provided at a location other than on the premises where the sign is located or to which it is affixed. Such signs are sometimes called off-premise signs, and include, but are not limited to, those signs commonly referred to as outdoor advertising signs, billboards, or poster boards.

Audible Signs. Signs which emit any sound capable of being detected on a public road or adjoining property.

Awning Signs. See Marquee Signs definition.

Banners. Signs intended to be hung either with or without a frame, possessing characters, letters, illustrations, or ornamentations applied to plastic or fabric of any kind, excluding flags and emblems of political, professional, religious, educational, governmental, or corporate organizations.

Business Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, manufactured, existing, or provided on the premises where the sign is located or to which it is affixed. Such sign shall also include such representations painted on or otherwise affixed to any exterior portion of a business. Business signs are sometimes called on-premise signs.

Canopy Signs. Signs that are erected on a separate, freestanding roof-like covering.

Changeable Copy Signs. Signs on which message copy is changed manually through the utilization of attachable letters, numbers, symbols, and other similar characters or changeable pictorial panels. Poster panels and printed boards are not considered changeable copy signs.

Commercial Center. A commercial complex consisting of more than one retail, commercial, or office establishment grouped together, usually developed under one ownership or management, and generally sharing parking areas and vehicular entrances and exits.

Contractors' Signs. Signs displaying the names of the builders, contractors, architects, engineers, craftsmen, artisans, and similar information erected upon the premises of any work, construction, major repairs, or improvements.

Development / Project Signs. Signs announcing a planned residential, office, business, industrial or mixed use development.

Directory Signs. Any signs listing only the names, uses, or locations of more than one business, activity, firm, professional office, or tenant within a building, group of buildings, or commercial center.

Display Area. That area of a sign including the entire area within a regular geometric shape (square, rectangle, triangle, circle, or semicircle) or combination of regular geometric shapes enclosing all of the elements of informational or representational matter displayed, including blank masking or any surface shape intended to convey ideas, information, or meaning. The display area shall also include any painted portion, whether on a sign or building edifice, that serves as a part or all of a logo or other advertisement for any business product or activity. Frames or structural members not bearing informational or representational matter shall not be included in calculating the display area. For double-faced signs that are relatively parallel (forming an angle of 45 degrees or less) and supported by the same structure, the display area of the sign equals the total display area of the largest face. The display area of other multiple-faced signs equals the total display area of all faces.

Driveway Signs. Signs indicating the direction of travel for driveway ingress and/or egress.

Electronic Message Board. An electrical or electronic sign using **digital technology** or a pattern of lights to form various words or graphics which is capable of changing copy continuously.

Flag. A piece of durable fabric of distinctive design that is used as a symbol or decorative feature. Pennants do not qualify under this definition.

Flashing Signs. Signs that use a blinking, intermittent or flashing light source.

Freestanding Signs. Signs that are permanently secured in the ground and which is not attached to, supported by, or erected on a building or other structure having a principal function other than support of such signs.

Illuminated Signs. Signs either internally or externally lighted by an artificial source.

Incidental Signs. Signs used in conjunction with equipment or other functional elements of a use or operation. These shall include, but not be limited to drive through window menu boards, and signs on automatic teller machines, gas pumps, vending machines, or newspaper delivery boxes.

Inflatable Signs. Any signs that are either expanded to their full dimensions or supported by gases contained within the sign parts, at a pressure greater than atmospheric pressure. Untethered airships are not considered to be inflatable signs. Also see Portable or Moveable Signs.

Marquee Signs. Any signs erected, stenciled, engraved on, attached to, or suspended from a marquee. A marquee is defined as any hood, awning (with or without stanchions), or roof-like structure of permanent construction, which is supported from a wall of a building and projects beyond the building wall, and is generally designed and constructed to provide protection against weather.

Moving Signs. Any sign that has movement caused by means other than the movement of air over the face of the sign or into the body of the sign (see windblown signs).

Off-Premise Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, or manufactured, existing, or provided at a location other than on the premises where the sign is located or to which it is affixed. Such signs include, but are not limited to, signs commonly referred to as outdoor advertising signs, billboards, or poster boards.

On-Premise Signs. Any signs, pictorial or otherwise, regardless of size or shape, which direct attention to a business, commodity, attraction, profession, service, or entertainment conducted, sold, offered, or manufactured, existing or provided on the premises where the sign is located or to which it is affixed. Such signs shall also include such representations painted on or otherwise affixed to any exterior portion of a business. See Business Signs.

Pennants. Any lightweight plastic, fabric, or other material, regardless of shape, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move with the wind.

Political Campaign Signs. Signs announcing candidates seeking public office or relating to any election or public referendum.

Portable or Moveable Signs. Any signs, which rests upon, but are not attached to the ground, a structure, a frame, building, or other surface. Such signs include, but are not limited to, the following: trailer signs, signs mounted to and/or displayed from a parked vehicle (see Section 26.40k for allowable vehicle signs), sandwich board signs, sidewalk or curb signs, and inflatable signs.

Projecting Signs. Any signs which are erected on a building wall or structure and extend beyond the wall of the building more than twelve inches.

Projection Signs. Any signs or graphics that are projected on a wall, building, street, screen, or natural backdrop, originating from any projection device which would include, but not be limited to, laser lights, slide or video projections, and any other computer or electronic device.

Public Information Signs. Signs that display information pertinent to the safety, legal responsibilities, or the well being of the general public to include, but not be limited to, warning, no trespassing signs, restrooms, public telephones, walkways, entrance and exit drives, and traffic directions.

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

Residential/Commercial/Industrial Subdivision and Residential Development Signs. Permanent signs displaying no information other than the name of the subdivision, group housing development, apartment/condominium complex, or mobile home park.

Seasonal Signs. On-Premise signs advertising seasonal or holiday products or services.

Sign. Any device which informs or attracts attention.

Short Term Personal Information Signs. Signs such as garage sale, lost and found pets, and wedding and reception directions.

Sponsorship Signs. Signs employed by a school or by a civic, fraternal, religious, charitable or similar organization, which identifies the sponsor (by name, address and/or logo, crest, insignia, trademark or emblem only) of recreational or sports facilities provide on the premises where such signs are displayed. "Sponsorship Fence Signs" shall mean sponsorship signs affixed to permanent fencing. "Facility" shall mean the entire premises of an elementary or secondary school or a recreation or sports facility.

Street Frontage. That property line of a parcel that abuts a public or private road. In those cases where no property lines abut a road, 25% of the parcel's perimeter shall be a substituted measurement for street frontage for the purpose of calculating the maximum display area and number of freestanding signs allowed, as though that parcel had only one street frontage.

Temporary Directional Signs. Directional signs intended for use with seasonal activities and civic or community special events not associated with permanent business activities.

Temporary Signs. Signs which are not permanently installed in the ground or affixed to any structure or building, and which are erected or displayed for a period of time as allowed in this ordinance.

Vehicular Signs. Signs on vehicles or trailers, which are in a street legal operating condition.

Wall Signs. Signs attached to the exterior wall of a building or structure, which do not extend beyond the building wall more than twelve inches.

Window Signs. Signs intended for viewing from the exterior of a window or door.

Windblown Sign. Any banner, device, or display designed to be moved by natural or artificially generated sources of air, that contains a written or pictorial message.

Quick Reference Chart

LEGEND: T = Temporary P = Permanent \$ = Permit Required E = Exempt X = Not Allowed

NOTE: All allowed or exempt signs, including flags, must meet the requirements as outlined in this ordinance.

Sign Type	Ordinance Section Reference	T	P	E	X	Required Setback from Right-of-way	Required Setback from Adjoining Property	Display Area, Height and/or Spacing Restrictions
Advertising Signs	26.60		✓\$			10 ft.*	10 ft.*	✓
Audible Signs	26.32				✓			
Banners	**							
Banners over Public R/W	26.40a	✓						
Business Signs	26.50		✓\$			10 ft.*	10 ft.*	✓
Canopy Signs	26.53		✓\$			10 ft.*	10 ft.*	✓
Changeable Copy Signs	26.52		✓\$			10 ft.*	10 ft.*	✓
Commercial Center Signs	26.52		✓\$			10 ft.*	10 ft.*	✓
Contractor's Signs	26.40b	✓						✓
Development/Project Signs	26.40f	✓						✓
Directory Signs	26.52		✓\$			10 ft.*	10 ft.*	✓
Driveway Signs	26.53		✓				10 ft.*	✓
Electronic Message Board	26.52	**	**					
Flag	26.20			✓				
Flashing Signs	26.33				✓			
Illuminated Signs	26.13d 26.15 26.55	** ** **	** ** **					
Incidental Signs	26.20h			✓				
Inflatable Signs	**							
Marquee Signs	26.52 26.53		✓\$ ✓\$			10 ft.* 10 ft.*	10 ft.* 10 ft.*	✓ ✓
Moving Signs	26.34				✓			
Pennants	26.40c	✓\$				10 ft.*		✓

Sign Type	Ordinance Section Reference	T	P	E	X	Required Setback from Right-of-way	Required Setback from Adjoining Property	Display Area, Height and/or Spacing Restrictions
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Political Campaign Signs	26.40d	✓						
Portable or Moveable Signs	26.40e	✓\$						✓
Projecting Signs	26.53		✓\$			10 ft.*	10 ft.*	✓
Projection Signs	**							
Public Information Signs	26.20c			✓				
Real Estate Signs								
On-Premise	26.40f	✓						✓
Off-Premise	26.40f	✓						✓
On-Premise Sub./Dev. Signs	26.40f	✓						✓
Off-Premise Sub./Dev. Signs	26.40f	✓	✓\$					✓
Residential/Commercial/Industrial Subdivision and Residential Development Signs	26.53		✓\$			10 ft.*	10 ft.*	✓
Seasonal Signs	26.40g	✓						✓
Short-Term Personal Information Signs	26.40h	✓						✓
Sponsorship Signs	26.40i	✓						
Temporary Directional Signs	26.40j	✓						✓
Vehicular Signs	26.40k	✓						
Wall Signs	26.53		✓\$					✓
Window Signs	26.20g			✓				
Windblown Signs	**							

* If the distance from the edge of the road to the edge of the right-of-way is greater than 20 feet, the 10-foot setback from the road right-of-way shall not apply.

** Not considered a type of sign, but as an optional form of construction or method of display.

26.10 General Provisions

26.11 Construction Standards

All signs shall comply with the appropriate provisions of the County's Building Code, and shall maintain clearances from all overhead electrical conductors in accordance with the National Electric Code, provided that no sign shall be installed closer than 10 feet horizontally or vertically from any conductor. Temporary signs shall be erected or placed to remain in the intended location and not to become a safety hazard or litter problem.

26.12 Unsafe or Hazardous Signs

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

26.13 Maintenance

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

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

26.14 Public Right-of-Way

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

26.15 Illuminated Signs

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

26.20 Exempt Signs

The following are not subject to these sign regulations:

- a. Signs not exceeding one square foot in area and bearing only property numbers, post office box numbers, or names of occupants on premises not having commercial connotations.
- b. The single flag or insignia of the United States or any other governmental or corporate entity, except when displayed in connection with commercial promotion.
- c. Legal notices or identification, public information signs, and directional signs erected as required by governmental bodies.
- d. Integral decorations or architectural features of buildings or grounds, except letters, trademarks, moving parts, or moving lights.
- e. Signs not exceeding four square feet in area directing and guiding traffic on private property.
- f. Wall identification signs and commemorative plaques not more than four square feet in area, memorial cornerstones or tablets providing information on building erection or commemorating a person or event.
- g. Signs which are not designed to be visible beyond the boundaries of the parcel on which they are located or from any public thoroughfare or right-of-way.
- h. Incidental signs or trademarks or product names which are displayed as part of vending machines, dispensing machines, automatic teller machines, and gasoline pumps.

26.30 Prohibited Signs

26.31 Signs Imitating Traffic or Emergency Signals

No sign shall be ~~permitted~~ **allowed** which imitates an official traffic sign or signal, or contains words or symbols displayed in a manner which might mislead or confuse drivers of vehicles, or which displays intermittent lights resembling the color, size, shape, or order of lights customarily used in traffic

signals, on emergency vehicles, or on law enforcement vehicles, except as part of a permitted private or public traffic control sign.

26.32 Audible Signs

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

26.33 Flashing Signs

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

26.34 Moving Signs

No sign shall be ~~permitted~~ **allowed** which moves or presents the illusion of movement in any manner, when such movement is provided by means other than the movement of air.

26.35 Signs Attached to or Painted on Selected Features

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

26.40 Temporary Signs

In keeping with Section 25.00 Intent and Purpose, temporary signs that are in compliance with the requirements of Section 22.10 Driveway and Street Restrictions, Section 26.10 General Provisions, Section 125.00 Conflict with Other Laws, and all other applicable requirements of this Ordinance, shall be allowed.

a. Banners over Public Rights-of-Way

Banners spanning over public rights-of-way are allowed, subject to approval by the appropriate South Carolina Department of Transportation agency or appropriate local governmental (County or Municipal) agency responsible for maintenance of the right-of-way. Banners attached to existing utility pole shall require the approval of such utility agency.

b. Contractors' Signs

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

c. Pennants

Pennants are any lightweight plastic, fabric, or other material, regardless of shape, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move with the wind. Pennants shall be limited to two strands for every 100 feet of road frontage or portion thereof. A strand is defined as being between two attachment points. Pennants and/or attachment points shall be set back a minimum of 10 feet from the road rights-of-way. Pennants are allowed only in conjunction with the permitting of Portable or Movable signs.

d. Political Campaign Signs

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

e. Portable or Movable Signs

Portable or movable signs shall be permitted up to two separate times per year for a period not to exceed 30 consecutive days per occurrence. Portable signs must be located at least 20 feet from any adjoining business signs or small advertising signs. Pennants are allowed only in conjunction with a permit under this section and in accordance with Section 26.40c.

Individual business centers and commercial centers may have one portable sign per 200 feet of street frontage or portion thereof. Tenants are limited to one portable sign per occurrence. A parcel with frontage on different streets shall have the frontages regulated independently as to number of signs allowed. Multiple signs allowed on the same frontage of the same parcel must be located at least 200 feet apart. Private restrictive covenants and/or lease agreements for business centers and commercial centers may include more restrictive policies for these types of signs.

f. Real Estate Signs

Real Estate Signs are temporary signs offering real estate for sale, rent, or lease. These signs do not have to be set back from road rights-of-way, but still must comply with the engineering criteria found in the Lexington County Land Development Manual and the Driveway Restrictions found in Section 22.10 of this Ordinance.

On-Premise – The real estate sign display area shall not exceed 6 square feet for individual parcels restricted for residential use only and 32 square feet for all other parcels. There may be only one sign per 200 feet of street frontage or portion thereof and such signs shall be removed within seven days of the conveyance or lease of the property.

Off-Premise – Real estate signs not exceeding 4 square feet in area and 2½ feet in height are allowed off-premises, provided they are located on private property with the property owners’ permission. These signs do not have to be set back from road rights-of-way. Such signs shall be removed within seven days of the conveyance or lease of the property.

On-Premise Subdivision/Development/Project Signs shall be allowed in addition to the permanent Subdivision/Development Signs provided they do not exceed 32 square feet, one per entrance, and are ~~meet the same restrictions for On-Premise and Off-Premise Real Estate Signs, except that Off-Premise Development/Project Signs shall be removed after 75~~ 100 percent of the original lots, units, etc. have been sold or leased.

Off-Premise Subdivision/Development Signs shall be allowed provided they are located on private property with the property owners’ permission and meet the following requirements:

1. They must be located ~~within one mile of~~ no further from the subdivision or development than the first intersection with an Arterial (A) street. If there are multiple directions to arrive at the project there may be multiple signs with the maximum distance allowed determined independently in each direction.
2. These signs shall not contain more than 24 square feet in display area. The decorative structure on which the sign is displayed may not exceed 32 square feet.
3. The maximum height of the sign and/or decorative structure shall be 4 feet.
4. These structures and signs must have the same appearance as the permanent on-site signs and be constructed of the same or similar materials.
5. These off-premise signs must be removed after 90 percent of the lots, units, etc. have been sold or leased.

Multiple subdivisions/developments desiring to place off-premise directional signs on the same property are encouraged to share a single sign structure. They must meet the same size and location requirements of this section, however, the maximum height of the sign structure may be 8 feet. Materials used should be of similar quality as the permanent on-site signs, i.e. painted plywood would not be acceptable. A second sign in the same location that is not sharing a sign structure may not obstruct the view of the first sign.

g. Seasonal Signs

Seasonal Signs are signs advertising seasonal or holiday products or services [*could use more descriptive language here*]. These signs shall not exceed 32 square feet in area and must be located on private property with the property owner’s permission. There may be only one sign per 500 feet of street frontage or portion thereof and such signs must be removed within seven days after the end of the season. These signs do not have to be set back from road rights-of-way.

h. Short-Term Personal Information Signs

Short-term personal information signs, such as garage sale, lost and found pets, and wedding and reception directions, are allowed provided they are located on private property with the property owner's permission. These signs shall not exceed six square feet in size, are limited to no more than seven consecutive days, and must be removed within twenty-four hours after the completion of the event. These signs do not have to be set back from road rights-of-way.

i. Sponsorship Signs

Sponsorship Signs are signs employed by a school or by a civic, fraternal, religious, charitable or similar organization, which identifies the sponsor (by name, address and/or logo, crest, insignia, trademark or emblem only) of recreational or sports facilities provided on the premises where such signs are displayed. "Sponsorship Fence Signs" shall mean sponsorship signs affixed to permanent fencing. "Facility" shall mean the entire premises of an elementary or secondary school or a recreation or a sports facility. These signs are intended to be used for a specific event or sporting season. They must meet all safety standards and local event/location restrictions imposed by the event committee, site owner, etc. Such signs intended to remain beyond the event or sporting season limitation shall be regulated as permanent signs under the appropriate definitions found in this ordinance.

j. Temporary Directional Signs

Temporary Directional Signs are intended for use with seasonal activities ~~and~~ for civic, church, or community special events *[could use more descriptive language here]* not associated with permanent business activities. These signs ~~shall be limited to eight in total number and~~ shall not exceed 12 square feet per sign and must be located on private property with the property owner's permission. **There may be only one sign per 500 feet of street frontage or portion thereof and such** ~~These~~ signs do not have to be set back from road rights-of-way. These signs must be removed within seven days after the end of the season or after the individual event for which it was intended. Such signs do not constitute a land use unto themselves and are not considered Off-Premise Advertising Signs.

k. Vehicular Signs

Vehicular Signs are signs on vehicles or trailers, which are in a street legal operating condition. Signage, no matter how attached or painted, on a currently, properly licensed vehicle (motorized or not - including trailers) used in the everyday conduct of the business or activity that it is advertising, is allowed. Vehicles with such signage may be parked in normal designated parking places, but not on grassy areas, sidewalks, or other locations not normally available to customers or patrons of the business. Disabled or unlicensed vehicles, on which signage has been placed, shall be regulated as permanent signs under the appropriate definitions found in this Ordinance. Signs resting upon, mounted to and/or displayed from a parked vehicle, used other than as described above, shall be considered as Portable or Movable Signs.

26.50 Business Signs

26.51 Location

In Intensive Development Districts these signs must comply with the same buffering restrictions as the principal activity for which they advertise, except that they may be erected within the required setback unless other more restrictive provisions of this Ordinance apply. In Restrictive Development Districts these signs must comply with the same buffering restrictions as the principal activity for which they advertise. However, in all districts, any portion of a business sign must maintain at least a ten-foot setback from all property lines and the existing road right-of-way, unless otherwise specifically stated in this Ordinance. If the distance from the edge of the road to the right-of-way is greater than 20 feet, the ten-foot setback from the road right-of-way shall not apply. No sign shall be allowed to violate any of the requirements of Section 22.10, Driveway and Street Restrictions.

26.52 Maximum Display Area, Height, and Number of Signs

Individual businesses and commercial centers may have one freestanding business sign per 500 feet of street frontage or portion thereof. These signs shall comply with the following height and display area requirements:

Location	Maximum Static Display Area per Sign	Maximum Changeable Copy or Electronic Message Board	Maximum Height
Restrictive Development Districts	75 square feet	40 square feet	15 feet
Intensive Development Districts	100 square feet	60 square feet	20 feet
Commercial Centers in ID District	300 square feet	80 square feet	35 feet
Commercial Centers in RD District	150 square feet	40 square feet	15 feet

Both the maximum static display area and the maximum changeable copy/electronic message board area may be utilized as part of each allowed individual or commercial center sign. However, the maximum display area per sign shall not be increased with any exchange or substitution of the allowable area for changeable copy or electronic message.

A parcel with frontage on different streets shall have the frontages regulated independently as to number of signs allowed.

A parcel with street access only by an easement over another parcel may consider that easement frontage as an allowed location for a business sign provided it is allowed by the easement agreement. A similar parcel that includes ownership of the strip of property which provides access may also consider that frontage as an allowed location for a business sign. In both situations the signs must meet all of the requirements of this section including location restrictions.

Multiple signs allowed on the same frontage of the same parcel must be located at least 500 feet apart.

The maximum display area allowed for commercial centers includes any directory signs. In addition, each business within a commercial center may erect one wall, projecting, or marquee sign; and, each individual business not within a commercial center may erect one wall, projecting, or marquee sign per street frontage.

Changeable Copy Signs. Signs on which message copy is changed manually through the utilization of attachable letters, numbers, symbols, and other similar characters or changeable pictorial panels. Poster panels and printed boards are not considered changeable copy signs.

Commercial Center. A commercial complex consisting of more than one retail, commercial, or office establishment grouped together, usually developed under one ownership or management, and generally sharing parking areas and vehicular entrances and exits.

Directory Sign. Any sign listing only the names, uses, or locations of more than one business, activity, firm, professional office, or tenant within a building, group of buildings, or commercial center.

Electronic Message Board. An electrical or electronic sign using digital technology or a pattern of lights to form various words or graphics which is capable of changing copy continuously. Images displayed using digital technology must be static messages and the content shall not include animated, flashing, scrolling or full-motion video elements. Static images may not be continuously changing in such a manner that the changes are prominently visible to the traveling public. Electronic Message Boards may change static messages once every 15 seconds provided the message does not change through flashing, scrolling, or any type animation. All digital business signs shall have a method for controlling the illumination intensity or brilliance of the sign so that it shall not cause glare or impair the vision of motorists. These signs shall not exceed a maximum illumination of 7500 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits between dusk to dawn as measured from the sign's face. This illumination can be regulated either by an automatic dimmer and photo cell sensor or through the use of computerized controls that accurately replicates these maximum illumination requirements.

26.53 Specialty Signs

Canopy Signs are any signs which are erected on a separate, freestanding roof-like covering. Only business logos or names are allowed as canopy signs, with a maximum of one logo or name on each canopy face. A logo is the symbol or trademark of a company. No portion of a canopy sign shall be permitted above the top of the roof of the covering to which it is attached, or permitted to be lower than

eight feet above ground level. An owner of a business with a canopy connected to a building has the option of using either canopy or marquee signage, but not both.

Driveway Signs indicating the direction of travel are required on all one-way driveways. These signs must be above-ground signs, with a maximum height of 2½ feet, and located at the edge of the existing road right-of-way.

Marquee Signs are any signs erected, stenciled, engraved on, attached to, or suspended from a marquee. A marquee is defined as any hood, awning, or roof-like structure of permanent construction, which is supported from a wall of a building and projects beyond the building wall, and is generally designed and constructed to provide protection against the weather. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. **A maximum of 12 feet in height can be used for this 15 percent measurement.** No portion of a marquee sign shall be permitted above the top of the roof of the building to which it is attached, or permitted to be lower than 8 feet above ground level. The marquee sign information may be dispersed anywhere on the marquee as long as the total display area of all information does not exceed the 15 percent requirement.

Public Information Signs are signs containing no message, copy, announcement, or decoration other than instructions or directions to the public except for subordinate identity. Such signs include, but are not limited to, identifying the following: restrooms, public telephones, walkways, entrance and exit drives, freight entrances, and traffic directions. Information signs shall be allowed on business lots provided that no such sign shall exceed 6 square feet in display area. Information signs shall not count toward the maximum number of signs allowable nor the maximum display area of signs allowable.

Projecting Signs are any signs which are erected on a building wall or structure and extend beyond the building wall more than twelve inches. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. **A maximum of 12 feet in height can be used for this 15 percent measurement.** No portion of a projecting sign shall be permitted above the top of the roof of the building to which it is attached, or permitted to be lower than 8 feet above ground level.

Residential/Commercial/Industrial Subdivision and Residential Development Signs are permanent signs displaying no information other than the name of the subdivision, group housing development, apartment/condominium complex, or mobile home park. Such signs may be either single signs or gateway signs (paired signs on each side of an entrance). These signs shall not exceed 100 square feet each in display area, and shall not exceed a height of 6 feet. However, the display area and height restrictions are not intended to apply to the entire decorative structure on which the sign is displayed. Within the same project, a single sign or pair of gateway signs must be at least 300 feet from another single sign or pair of gateway signs. Such signs shall also be exempt from the 10-foot setback restriction of Section 26.51, but still must comply with the engineering criteria found in the Lexington County **Land Development Guidelines Manual** and the Driveway Restrictions found in Section 22.10 of this Ordinance. A sign can be located in a road right-of-way median if such sign complies with all engineering criteria found in the Lexington County Development Guidelines.

Wall Signs are signs attached to the exterior wall of a building or structure which do not extend beyond the building wall more than 12 inches. Such a sign shall not exceed 15 percent of the area of the wall of the first story of the building or business to which it is attached. **A maximum of 12 feet in height can be used for this 15 percent measurement.** No portion of a wall sign shall be permitted to project above the wall of the building to which it is attached except in the case of signs mounted to the roof in which case no portion shall project above the top of the roof. The wall sign information may be dispersed anywhere on the wall as long as the total display area of all information does not exceed the 15 percent requirement. A “mural” is a painting applied to a wall containing no advertisement for any business product or activity. A mural, as defined, will not be considered a wall sign.

26.54 High Rise Buildings

Buildings which exceed five stories in height shall be permitted to erect one wall sign per wall at the top story of the building. Such signs, shall only identify the name of the building or the major tenant. The display area of such signs shall not exceed 2 percent of the area of the wall to which it is attached. Such signs shall be permitted in addition to the requirements of this chapter.

26.55 Businesses Signs on Scenic Corridors and/or in Restricted Development Districts

The following additional restrictions shall apply on Scenic Corridors as defined in the Lexington County Landscape Ordinance.

Location	Maximum Static Display Area per Sign	Maximum Changeable Copy Area	Maximum Height
Business Sign in Scenic Corridor 1	60 square feet	30 square feet	6 feet
Business Sign in Scenic Corridor 2	60 square feet	30 square feet	6 feet
Business Sign in Scenic Corridor 3	100 square feet	60 square feet	10 feet
Commercial Center in Scenic Corridor 1 or 2	150 square feet	40 square feet	15 feet
Commercial Center in Scenic Corridor 3	200 square feet	60 square feet	20 feet

Illuminated signs, including changeable copy area, for individual businesses and commercial centers located on Scenic Corridors 1 and 2, as defined in the Lexington County Landscaping Ordinance, or in Restrictive Development Districts as defined in the Lexington County Zoning Ordinance, shall meet one of the following conditions:

Internally illuminated signs must be constructed so that only letters, numbers, and/or logos are illuminated; shall not have light reflecting backgrounds or letters; and shall have a matte finish.

Externally illuminated signs shall have a steady stationary light source that is shielded and directed solely at the sign; shall have white light sources; and shall not have light reflecting backgrounds or letters.

NOTE: *More research is being done to address color of signs in this entire Scenic section.*

If digital technology is used, it must replicate the appearance standards outlined above. Images displayed must be static messages and the content shall not include animated, flashing, scrolling or full-motion video elements. Static images may not be continuously changing in such a manner that the changes are visible to the traveling public. However, it is permissible to change images daily or hourly as necessary to communicate new information.

26.60 Advertising Signs

This chart is a summary of many of the following restrictions concerning advertising signs:

Locations where Advertising Signs are allowed	Maximum Display Area per Sign	Minimum Spacing	Maximum Height	Minimum Height
Advertising Sign on interstate highways	672 square feet	2000 feet from sign on the same side	110 feet	none
Advertising Sign on arterial (with at least 4 lanes)	378 square feet	1000-foot radius from another sign	45 feet	25 feet
Advertising Sign on arterial (with only 2 lanes)	288 square feet	1000-foot radius from another sign	45 feet	25 feet

26.61 Location

Advertising signs are identified as principal activities in this article and are therefore subject to all other provisions of this Ordinance. They shall be permitted only in the zoning districts where they are allowed, and provided only where they meet the street access requirements of this Ordinance. Regardless of the street access restrictions, advertising signs are allowed to locate on interstate highways, expressways, and frontage roads (except when classified RL4, RL5, or RL6) where their right-of-way is contiguous to an interstate highway or expressway; these signs, however, must be located within 200 feet of the right-of-way of the interstate or frontage road, if applicable. No

advertising sign shall be allowed on Scenic Corridors 1 and 2, as defined in the Lexington County Landscape Ordinance, or within 1000 feet of the banks of the Saluda, Congaree, or Edisto Rivers. Advertising signs will also not be allowed on Arterial (A) streets with only two lanes unless the location of the sign meets the following criteria. *(Need to create a description that fully addresses the change of development from residential/vacant to non-residential.)*

All portions of advertising signs must maintain at least a 10-foot setback from all property lines and the existing road right-of-way. If the distance from the edge of the road to the right-of-way is greater than 20 feet, the 10-foot setback from the road right-of-way shall not apply. In some locations, the required minimum setbacks may be greater than this. Such signs shall also comply with all provisions of Section 22.10, Driveway and Street Restrictions.

To minimize the opportunity for visual distraction during vehicular merge operations, advertising signs will be restricted within the vicinity of interstate interchanges and rest areas. No advertising sign located along an interstate may be erected within 500 feet of an interchange or rest area. The interchange or rest area is considered to begin or end at the point where the pavement widens for an entrance or exit ramp/lane. When the entrance or exit ramp/lane is not on the same side of the road as the proposed advertising sign, the point of measurement shall be determined by identifying the location of the relative pavement widening and applying it to an identical point on the side of the road where the advertising sign is proposed to be located.

26.62 Maximum Display Area

The maximum display area for any advertising sign located along an interstate shall be 672 square feet plus a 10 percent allowance for copy extensions. A copy extension is the part of the copy which extends beyond the edge or border of the sign, sometimes called a “cut-out” or “drop-out.”

The maximum display area of advertising signs on any other highway shall be 288 square feet plus 10 percent allowance for copy extensions, except for portions of Arterial (A) streets that have at least four lanes, which may have a maximum display area of 378 square feet plus 10 percent allowance for copy extensions. Those designated portions must have the appropriate zoning district to support advertising signs.

26.63 Minimum Spacing

No advertising sign located along an interstate shall be permitted to locate within 2000 feet of another sign on the same side of the roadway. For non-interstate highways no advertising signs shall be permitted to locate within a 1000-foot radius of another advertising sign.

26.64 Maximum Height

Advertising signs along interstates shall be permitted to a height of 110 feet above the elevation of the highest travel lane at the location of the sign. The maximum height of advertising signs along other roadways shall not exceed 45 feet above the elevation of the roadway.

26.65 Minimum Height

There shall be no minimum height of the display surface for advertising signs located along interstates.

The minimum height of the display surface of advertising signs on Arterial (A) Roads streets shall be 25 feet above the elevation of the roadway, unless the display area does not exceed 200 square feet and placement of the sign does not block visibility of an existing business sign.

26.66 Small Advertising Signs Digital Technology

~~Small advertising signs are not required to meet the spacing and height provisions of Sections 26.63, 26.64, and 26.65, provided they have less than 72 square feet of display area, conform to the location requirements for advertising signs, stay 20 feet from any adjoining business signs, 500 feet from other small advertising signs, and 300 feet* from advertising signs on the same side of the highway; and do not exceed 15 feet in height.~~

~~* As this is a state requirement, variances cannot be granted by the Board of Zoning Appeals.~~

Advertising signs using newer digital technology which allows static images to be changed instantly must follow the following restrictions:

- a. Images displayed must be static messages and the content shall not include animated, flashing, scrolling or full-motion video elements.
- b. The static images may be changed in succession at a rate no faster than once every 6 seconds.
- c. Spacing of digital faces of these signs which are visible from the same direction shall not be closer than 2000 feet apart.
- d. All digital advertising signs shall have an automatic dimmer and a photo cell sensor to adjust the illumination intensity or brilliance of the sign so that it shall not cause glare or impair the vision of motorists. These signs shall not exceed a maximum illumination of 7500 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits between dusk to dawn as measured from the sign's face.

26.67 South Carolina Code of Laws

The sign regulations contained in this Ordinance are supplemented by the requirements of The State of South Carolina Department of Transportation which regulates off-premise advertising signs on interstate and federal aid road systems. A permit from the State of South Carolina may contain some restrictions which are in addition to the requirements of this Ordinance. Issuance of a Lexington County Zoning Permit does not imply approval of, or constitute a privilege to violate, any other applicable state or local ordinances, codes, laws, or private restrictive covenants.

(from Article 11 – NONCONFORMITY)

Chapter 1. General

113.30 Required Notice

Notice must be given by the Zoning Administrator at least six months prior to the enforcement of any of the provisions of this Article, *except for Sections 113.12 and 113.13 in which a 30-day notice shall be required.*

Chapter 3. Nonconforming Signs

113.00 General Provisions

113.01 Nonconforming Activities

Signs associated with a nonconforming activity may be continued during the lawful life of the activity, but shall be made to comply with all other applicable sign provisions after ten years.

113.02 Reconstruction

A nonconforming sign shall not be removed and rebuilt as a nonconforming sign, except when the South Carolina Department of Transportation or Lexington County Public Works requires the sign to be relocated for improvements within a road right-of-way. However, such relocation shall not increase the degree of nonconformity, as determined by the Zoning Administrator.

113.03 Extension or Enlargement

A nonconforming sign shall not be extended or enlarged except in conformity with these regulations.

113.04 Reconstruction after Damage

A nonconforming sign shall not be rebuilt, altered, or repaired except in conformity with these regulations after sustaining damage exceeding 50% of the replacement cost of the sign at the time of the damage.

113.05 Ordinary Maintenance

Nothing in this chapter shall be deemed to prevent the ordinary maintenance and repair of a nonconforming sign or replacement of a broken part of a nonconforming sign.

113.06 Change of Copy

Nothing in this chapter shall be deemed to prevent the ordinary change of copy on an advertising sign or a business changeable copy sign.

113.10 Amortization

The Board of Zoning Appeals may extend any deadlines contained in this Chapter if it is determined that the regulation would be a financial hardship for the owner of the sign. This hardship must have occurred through contractual obligations in effect before the adoption of these restrictions. However, in the case of the principal activity category of Churches, the Board should give special consideration to any financial hardship.

113.11 Location

Signs which are not an allowed activity because of district designation or road classification, shall be removed within ten years after the effective date of these regulations.

113.12 Advertising Signs

All advertising signs which are nonconforming shall be allowed to remain as installed in their existing location as long as they comply with the provisions contained in Section 26.10.

Signs using Digital Technology as regulated in Section 26.66 shall be brought into compliance with these regulations within 90 days.

113.13 Business Signs

All business signs which are nonconforming shall be allowed to remain as installed in their existing location as long as they comply with the provisions contained in Section 26.10.

Electronic Message Boards as regulated in Section 26.52 shall be brought into compliance with these regulations within 90 days.

113.14 Temporary Signs

All nonconforming temporary signs shall be removed or made conforming within one year after the effective date of these regulations.

113.15 Special Requirements

Any sign violating the provisions of Sections 26.10, 26.20, or 26.30 shall be removed or made conforming within 90 days after the effective date of these regulations.

113.16 Windblown Signs

All nonconforming windblown signs shall be removed within nine months after the effective date of these regulations.

113.20 Change in Business Signs

Whenever any nonconforming sign, or part thereof, is replaced, converted, or altered more than just the replacement of the sign face, the entire sign shall be brought into compliance with these regulations.

113.30 Substantial Repairs, Remodeling, or Expansion

Whenever a business is repaired, altered, remodeled, or expanded to an extent exceeding 50% of the current replacement cost of the building within any period of 12 months, all signs, other than freestanding signs, shall be brought into compliance with these regulations.

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

OFFICE OF THE CORONER
LEXINGTON COUNTY

HARRY O. HARMAN
CORONER



117 DUFFIE DRIVE
LEXINGTON, SC 29072
(803) 359-8439

To: James E. Kinard, Jr., Chairman
Justice Committee
From: Harry Harman, Coroner
Date: October 2, 2009
Re: Request for reorganization

Please accept this memorandum as my request to discuss the following reorganization with the Justice Committee at your meeting on October 13, 2009:

Delete (2) Part Time Deputy Coroner positions (POSN 001313 & POSN 001682) GRADE 11
Delete (1) Administrative Assistant position (POSN 000746) GRADE 7
Add (1) Office Manager/ Executive Deputy Coroner (Reinstated POSN) GRADE 11
Add (1) Part Time Temporary Special Deputy Coroner position (NEW POSN) GRADE 16 not to exceed \$10,321/year (\$396.96/pay period)

This would be a net (1) position decrease and would return the department to its originally budgeted (10) positions. (Note in July a temporary part time Deputy Coroner position was added in place of the vacant Administrative Assistant position, only while it remained vacant.)

Budget impact:

Delete (1) Part Time Deputy Coroner positions (POSN 001313) GRADE 11	- 22,569
Delete (1) Administrative Assistant position (POSN 000746) GRADE 7	- 29,112
Add (1) Office Manager/ Executive Deputy Coroner (Reinstated POSN) GRADE 11	41,360
Add (1) Part Time Temporary Special Deputy Coroner position (NEW POSN) GRADE 16	<u>10,321</u>

NET -0-

(Full Time increased \$41,360 - \$29,112 = \$12,248)
(Part Time decreased \$10,321 - \$22,569 = \$-12,248)

**COUNTY OF LEXINGTON
HIGHWAY SAFETY DUI ENFORCEMENT
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru Jun 2008-09	Amended Budget Thru Jun 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Approved 2009-10	Awarded 2009-10
*LE - Highway Safety DUI Enforcement 2455:								
Revenues (Organization: 000000)								
457000	Federal Grant Income	191,969	181,155	178,521	181,155	266,139	266,139	229,378
461000	Investment Interest	84	0	0	0	0	0	0
801000	Op Trn From General Fund/LE	60,340	44,629	44,629	44,629	0	0	0
** Total Revenue		<u>252,393</u>	<u>225,784</u>	<u>223,150</u>	<u>225,784</u>	<u>266,139</u>	<u>266,139</u>	<u>229,378</u>
***Total Appropriation					296,868	266,139	266,139	229,378
FUND BALANCE								
Beginning of Year					24,410	(46,674)	(46,674)	(46,674)
FUND BALANCE - Projected								
End of Year					<u>(46,674)</u>	<u>(46,674)</u>	<u>(46,674)</u>	<u>(46,674)</u>

* Grant will be funded 100% from DPS.

** At the end of FY 09, there was a positive balance of \$35,141.29, so there is not a negative balance in this fund.

**COUNTY OF LEXINGTON
HIGHWAY SAFETY DUI ENFORCEMENT
Annual Budget
Fiscal Year - 2009-10**

Fund: 2455
Division: Law Enforcement
Organization: 151200 - LE/Operations

		BUDGET				
Object Expenditure	2007-08	2008-09	2008-09	2009-10	2009-10	2009-10
Code Classification	Expend	Expend	Amended	Requested	Approved	Awarded
		(Jun)	(Jun)			
Personnel						
510100	Salaries & Wages - 3	68,560	117,997	147,163	121,398	121,398
510199	Special Overtime	9,483	12,970	0	0	0
510200	Overtime	41	0	0	0	0
511112	FICA - Employer's Portion	5,603	9,334	11,628	9,287	9,287
511114	Police Retirement - Employer's Portion	8,374	14,472	16,020	13,415	13,415
511120	Insurance Fund Contribution - 3	10,080	18,000	19,440	22,500	22,500
511130	Workers Compensation	2,626	4,403	4,942	4,077	4,079
	* Total Personnel	104,767	177,176	199,193	170,677	170,679
Operating Expenses						
521000	Office Supplies	0	1,625	1,800	1,100	1,100
521200	Operating Supplies	0	552	5,200	2,600	2,600
522200	Small Equipment Repairs & Maintenance (3)	0	0	0	600	600
522300	Vehicle Repairs & Maintenance - 3	155	4,853	7,345	6,000	6,000
524100	Vehicle Insurance - 3	0	1,590	3,309	1,638	1,638
524201	General Tort Liability Insurance	0	2,169	4,463	2,235	2,235
524202	Surety Bonds	0	89	89	0	0
525020	Pagers & Cell Phones - 3	990	1,842	3,181	8,160	8,160
525030	800 MHz Radio Service Changes - 3	389	1,065	3,790	2,061	2,064
525031	800 MHz Radio Maintenance Fee - 3	0	246	305	306	306
525041	E-mail Service Charges	0	293	360	360	360
525210	Conference & Meeting Expense	0	225	2,625	3,780	2,425
525400	Gas, Fuel and Oil	8,323	13,393	56,123	43,872	37,811
	* Total Operating	9,857	27,942	88,590	72,712	58,699
	** Total Personnel & Operating	114,624	205,118	287,783	243,389	229,378
Capital						
540000	Small Tools & Minor Equipment	790	0	1,191	0	0
540010	Minor Software	0	0	49	0	0
	All Other Equipment	112,570	4,356	7,845		
	(10) Video Flashlight Cameras				15,250	15,250
	(1) Reconstruction Software Upgrade				7,500	7,500
	** Total Capital	113,360	4,356	9,085	22,750	0
	*** Total Budget Appropriation	227,984	209,474	296,868	266,139	229,378

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 1,100**

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

521200 - OPERATING SUPPLIES **\$ 2,600**

Funds to purchase traffic supplies such as video and audiotapes, traffic books, disks, batteries etc. are for operational purposes for the traffic officers.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 6,000**

Vehicle repairs and maintenance is needed for the grant vehicles due to excessive use.

The amount budgeted is an estimate of \$2,000 per vehicle.

524100 - VEHICLE INSURANCE **\$ 1,638**

Vehicle insurance is required for the three (3) grant vehicles.

The estimated cost provided by the County Risk Manager for Vehicle Insurance is \$546 per vehicle.

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 2,235**

General Tort Liability Insurance is required for each person employed by the County.

The amount listed was the recommendation of the County Risk Manager.

525020 - PAGERS AND CELL PHONES **\$ 2,160**

The mobile telephones for the grant traffic officers will allow them to communicate effectively with each other and to make contact to those individuals that are involved in traffic situations.

The cost of cell phone service for 3 traffic officers is estimated at \$60 per month per officer.

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 2,064**

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios.

The cost of service is \$688 per year for 3 traffic officer.

525031 – 800 MHz RADIO MAINTENANCE CHARGES **\$ 306**

The 800 MHz radios require service maintenance to ensure continuous operation.

The cost for radio maintenance is \$102 per year for 3 radios.

525041 – E-MAIL SERVICE CHARGES **\$ 360**

E-mail service is a vital tool for communication among all individuals not just within Lexington County.

The cost of e-mail service for 3 traffic officers is estimated at \$120 per year per officer.

525210 – CONFERENCE AND MEETING EXPENSE **\$ 2,425**

The Highway Safety grant requires that each grant traffic officer attend training that will enhance their skills for increased job performance. The three traffic officers will attend training offered by the South Carolina Criminal Justice Academy and by the National Highway Safety Training Council.

The cost of the training is estimated.

525400 - GAS, FUEL, AND OIL **\$ 37,811**

The grant reimburses mileage at the federal rate for grant-funded personnel.

The cost budgeted is an estimate based on projected number of miles to be driven for existing traffic officers.



South Carolina Department of Public Safety
Office of Highway Safety

September 18, 2009

Ms. Katherine D. Hubbard
County Administrator
County of Lexington
212 South Lake Drive
Lexington, South Carolina 29072

RE: Highway Safety Grant No. 2H10009
Sheriff's Speed Enforcement and DUI Traffic Unit

Dear Ms. Hubbard:

I am pleased to provide you with the original and one copy of a grant award approved by this office in the amount of **\$229,378**, with funding beginning October 1, 2009. In order to complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days. The signed original should be sent to:

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

Copies of the Request for Payment/Quarterly Fiscal Report forms have been forwarded to the Project Director. The first report for this grant is due February 1, 2010, for the quarter ending December 31, 2009. Timely submission of progress reports will ensure the processing of eligible claims filed against this grant.

Congratulations on your project's selection for funding for FFY 2010. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned program manager, Cothea Scott, if you have any questions regarding this award.

Sincerely,

Phil Riley
Director

c: Ms. Nandalyn S. Heaitley
Grant File

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

GRANT AWARD

Subgrantee: County of Lexington
Grant Title: Sheriff's Speed Enforcement and DUI Traffic Unit
Grant Period: 10/1/2009 - 9/30/2010 Date of Award: 10/1/2009
Amount of Award: \$229,378 Grant No.: 2H10009

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

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

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



Phil Riley, Director
Office of Highway Safety



Ed Harmon, Assistant Director
Office of Highway Safety

Acceptance of Grant Award:

Signature of Authorized Official

THIS GRANT AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY GRANT APPLICATION**

FOR OFFICE OF HIGHWAY SAFETY (OHS) USE ONLY

Grant # _____

App # AH10039 _____

Award Date: _____

Prior Grant #1 _____

#2 _____

#3 _____

Requested Grantor Amount _____

State/Local Benefit _____

Fund Year: _____

To Be Completed by Project Director

Section 1

County Name: 32 - LEXINGTON

Section 2

Project Location: Lexington County Sheriff's Department

Section 3

Program Area: Establishment/Enhancement of Traffic Enforcement D

Section 4

Project Period: 10/01/2009 - 09/30/2010

Begin: 10/01/2009

End: 09/30/2010

Section 5

Grant Period: 10/01/2009 - 09/30/2010

Begin: 10/1/2009

End: 9/30/2010

Section 6

Project Title: Sheriff's Speed Enforcement and DUI Traffic Unit

Section 7

Project Summary:

The implementation of a dedicated three member traffic speed enforcement unit that focuses on Driving Under the Influence (DUI's) violations and provides education to students and citizens on the dangers and effects of DUI.

Section 8

Type of Application Continuation

b. Year of Funds : 3

Do you plan to apply for additional years of funding after 1st year? Yes

Section 9

a. Organization Type : County

Other:(Specify)

b. U. S. Congressional District 02

Section 10

Agency Name Lexington County Sheri

Address 521 Gibson Road

City Lexington

State South Carolina

(Please use the Name/Address above instead of this field) Name and Address of Implementing Agency

10 Digit Zip 29072

(Area) Phone #: 803-785-2405

(Area) Fax #: 803-785-8275

COMPLETE PAGES 2-5 BEFORE COMPLETING THIS SECTION

Section 11

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
A321 Personnel	\$173,460 \$172,913	\$0	\$173,460 \$172,913
A331 Contractual Services	\$0	\$0	\$0
A341 Travel	\$52,185 \$46,875	\$0	\$52,185 \$46,875
A351 Equipment	\$22,750 0	\$0	\$22,750 0
A371 Other	\$18,295 \$9590	\$0	\$18,295 \$9590
TOTAL:	\$266,690 \$229,378	\$0	\$266,690 \$229,378

Section 12

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS

Other

Other (Explain):

CATEGORIES			CASH GRANTOR	MATCHING FUNDS	TOTAL
------------	--	--	--------------	----------------	-------

1. PERSONNEL

A. SALARIES

Position Title

Annual Salary/Rate X % of Time On Project

Traffic Deputies (3)	40,466 X 3	100	\$121,398	\$0	\$121,398
----------------------	------------	-----	-----------	-----	-----------

TOTAL SALARIES: \$121,398 \$0 \$121,398

B. FRINGE BENEFITS, EMPLOYER PORTION:

(Itemize - i.e FICA, Work, Comp, Retirement, etc.)

Description	% or Rate	X Base			
Social Security & Medicare (FICA)	7.65	121398	\$9,287	\$0	\$9,287
Retirement	11.05	121398	\$13,961 13,414	\$0	\$13,961 13,414
Worker's Compensation Insurance	.0336	121398	\$4,079	\$0	\$4,079
Unemployment Insurance			\$0	\$0	\$0
Health Insurance	7500//emp/yr	3	\$22,500	\$0	\$22,500
Other:	745/emp/yr	3	\$2,235	\$0	\$2,235

TOTAL FRINGE BENEFITS

TOTAL PERSONNEL: \$173,460 \$0 \$173,460
~~\$172,913~~ 51,515 ~~\$172,913~~ 9,155

CONTRACTUAL SERVICES:

(Describe services to be performed)

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, parking, per diem)

In-State Travel:

30,000 miles X 3 officers X Fed. Rate (6.505)	\$48,480 45,450	\$0	\$48,480 45,450
Hotel \$60 X 5 nights X 3 officers	\$900	\$0	\$900
Per Diem \$25 X 5 days X 3 officers	\$375	\$0	\$375
Parking Fees / Misc Fees \$10 X 5 days X 3 officers	\$150	\$0	\$150

Out-of State Travel:

Hotel \$60 X 8 nights X 3 officers	\$1,440 0	\$0	\$1,440 0
Per Diem \$25 X 8 days X 3 officers	\$600 0	\$0	\$600 0
Parking Fees/ Misc Fees \$10 X 8 days X 3 officers	\$240 0	\$0	\$240 0

TOTAL TRAVEL: \$52,185 \$0 \$52,185

\$46,875

\$46,875

CATEGORIES	GRANTOR	CASH MATCHING FUNDS	TOTAL
IV. EQUIPMENT:			
(Itemize - DO NOT Use Brand Names. DO NOT include leased or rented items.)			
ITEM	QUANTITY		
Video Flashlight Cameras	10	\$15,250 0	\$0
Reconstruction Software	1	\$7,500 0	\$0
TOTAL EQUIPMENT:		\$22,750 0	\$0
V. OTHER:			
Office Supplies		\$1,100	\$0
Operating Supplies		\$2,600	\$0
Radar Fees		\$600 0	\$0
Mobile Phone Service Fees		\$2,160	\$0
Wireless Service Fees		\$6,000 0	\$0
E-Mail Service Fees		\$360	\$0
800 Radio Service Fees		\$2,370	\$0
Registration Fees		\$3,105 \$1,000	\$0
TOTAL OTHER:		\$18,295 \$1,590	\$0
TOTAL PROJECT COST:		\$266,690	\$0
		\$229,378	\$229,378

BUDGET NARRATIVE

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

PERSONNEL

A dedicated traffic speed enforcement unit consisting of three traffic deputies will continue to focus on Driving Under the Influence (DUI's). These three traffic officers will continue to educate students and the citizens of Lexington County for combating the traffic violation problems that are occurring within County. The officers were hired according to Lexington County Sheriff's Department procedures. The shift schedules they work are devised according to the times that traffic violations are most prevalent. The traffic deputies work 100% of their job duties on the grant, performing their grant job tasks.

TRAVEL

Travel miles are required for the traffic deputies to travel to and from work, to attend training in state and out of state, to travel to court presentations, and to patrol the county for traffic enforcement. Training funds for hotel charges, per diem costs, and parking fees and other charges are required for the officers to attend the Highway Safety Conferences in South Carolina and advanced training to be held at IPTM in Florida.

EQUIPMENT

~~The video flashlight cameras are necessary to record both video and audio of a traffic stop. The traffic officer will actually see, while at the same time record, what is happening both in the vehicle with the suspects and outside of the patrol vehicle. The capability that the technologically advanced flashlight will provide will enhance the prosecutorial efforts, professionalism, and evidence gathering in preparation for court cases.~~

~~The visual statement software for reconstruction that currently is being used is outdated and must be upgraded to allow for data input reconstructing accidents in accordance with the new traffic law requirements. The software will allow the professional completion and presentation for traffic collision investigations. This software recreates the pre and post collision in animated form, as well as depicting all of the collision variables in a PowerPoint interoperable software package. The software is critical to continue with collision reconstruction and its application to courtroom and to presentations.~~

OTHER

Office Supplies are necessary for the traffic officers to perform daily tasks. Items to purchased will include but are not limited to pens, file jackets, folders, diskettes, calendars, tape, notebooks, file jackets, dividers, and other supplies that are required for daily use.

Operating supplies that are required for use are video and audio tapes, traffic books and kits, CD's, DVD's, batteries and other operation items.

~~Radar fees are required for the calibration of the grant radar units in order to comply with the South Carolina traffic laws.~~

Mobile phone service for the grant officers will allow them to communicate effectively with each other and to make contact to those individuals that are involved in traffic situations. ~~The wireless service fees will allow the entire traffic unit to log into the data base for the State of South Carolina and the in-house LGSD data base to secure immediate traffic information when approaching a traffic situation that could be a potential life threatening situation.~~

The email service charges will allow immediate web-based communication for the grant traffic officers so that they will receive information in the field.

The 800 MHz radio service for digital encrypt radios allows the continuous operation of the radio frequencies for continuous communication among law enforcement agencies with no interference from uninvolved sources.

The registration fees are required for the traffic officers to attend training seminars and conferences, in-state and out of state to keep abreast with advanced training skills for aiding in the enforcement and the prosecution of traffic violators.

BUDGET NARRATIVE (Continued)

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

GRANT NO. _____

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State agencies whose annual audit is covered by the State Auditor's Office **do not** have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), **including the management letter, if applicable, to:**

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
10311 Wilson Blvd.
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning October 1, 2009

Ending September 30, 2010

1. Audit or written certification will be submitted to Grants-Accounting by: March 31, 2011

(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by Accounting-Grants, S.C. Department of Public Safety, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

**COUNTY OF LEXINGTON
VIOLENCE AGAINST WOMEN ACT
Annual Budget
Fiscal Year 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru June 2008-09	Amended Budget Thru June 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Recommend 2009-10	Approved 2009-10
* Violence Against Women Act 2456:								
Revenues:								
457000	Federal Grant Income	69,976	207,530	203,217	207,530	320,398	320,398	114,372
461000	Investment Interest	73	0	0	0	0	0	0
801000	Op Trn from General Fund / LE	25,726	0	0	0	0	0	19,040
** Total Revenue		<u>95,775</u>	<u>207,530</u>	<u>203,217</u>	<u>207,530</u>	<u>320,398</u>	<u>320,398</u>	<u>133,412</u>
***Total Appropriation					282,336	320,398	320,398	133,412
FUND BALANCE								
Beginning of Year					(3,034)	(77,840)	(77,840)	(77,840)
FUND BALANCE - Projected								
End of Year					<u>(77,840)</u>	<u>(77,840)</u>	<u>(77,840)</u>	<u>(77,840)</u>

GRANT PERIOD: 10-01-2009 to 09-30-2010

GRANT AWARD: Federal \$114,372

IN-KIND MATCH: County \$38,124

** At the end of FY 09, there was a balance of \$7,182.83 in this account.

COUNTY OF LEXINGTON
VIOLENCE AGAINST WOMEN ACT
Annual Budget
Fiscal Year - 2009-10

Fund: 2456
Division: Law Enforcement
Organization: 151200 LE/Operations

Object Code	Expenditure Classification	BUDGET					
		2007-08 Expend	2008-09 Expend (Jun)	2008-09 Amended (Jun)	2009-10 Requested	2009-10 Recommend	2009-10 Approved
Personnel							
510100	Salaries & Wages - 4/2	34,953	81,073	123,027	174,923	174,923	81,057
510199	Special Overtime	609	964	0	0	0	1,805
510200	Overtime	632	295	0	0	0	0
511112	FICA	2,607	5,924	9,963	13,382	13,382	6,339
511113	State Retirement	1,548	3,541	5,702	3,780	3,780	3,523
511114	Police Retirement	2,127	5,019	7,217	14,940	14,940	5,011
511120	Employee Insurance	4,800	12,000	17,504	30,000	30,000	15,000
511130	Workers Compensation	716	1,640	2,418	5,877	5,877	1,637
515600	Clothing Allowance	400	800	400	2,400	2,400	0
* Total Personnel		48,392	111,256	166,231	245,302	245,302	114,372
Operating Expenses							
521000	Office Supplies	974	1,692	4,213	8,000	8,000	3,500
521200	Operating Supplies	903	3,428	4,329	5,000	5,000	2,500
522300	Vehicle Repairs and Maintenance - 2	0	12	2,000	3,000	3,000	1,500
524100	Vehicle Insurance - 3/2	0	530	1,157	3,000	3,000	546
524101	Comprehensive Insurance - 3/2	0	0	0	1,635	1,635	0
524201	General Tort Liability Insurance - 4/2	0	798	1,897	2,980	2,980	769
525020	Pagers & Cell Phones - 4/2	415	816	906	5,040	5,040	4,164
525030	800 MHz Radio Service Charge - 2	98	355	821	1,200	1,200	687
525041	E-mail Service Charges - 4/2	114	195	195	480	480	174
525210	Conference & Meeting Expense	1,567	2,303	4,433	6,500	6,500	0
525240	Personal Mileage Reimbursement	170	715	2,780	3,000	3,000	1,200
525400	Gas, Fuel, and Oil	654	2,443	11,493	18,340	18,340	4,000
* Total Operating		4,895	13,287	34,224	58,175	58,175	19,040
** Total Personnel & Operating		53,287	124,543	200,455	303,477	303,477	133,412
Capital							
540000	Small Tools & Minor Equipment	1,507	0	0	1,015	1,015	0
540010	Minor Software	1,086	45	2,086	750	750	0
	All Other Equipment	42,928	72,725	79,795			
	(2) Laptop Computers and Accessories				4,750	4,750	0
	(2) Ink Jet Printers and Accessories				750	750	0
	(1) 800 MHz Radio				5,756	5,756	0
	(2) Digital SLR Camera and Accessories				1,800	1,800	0
	(2) Desk Chairs				900	900	0
	(2) Lockable and Fire Resistant File Cabinets				1,200	1,200	0
** Total Capital		45,521	72,770	81,881	16,921	16,921	0
*** Total Budget Appropriation		98,808	197,313	282,336	320,398	320,398	133,412

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 3,500**

Office supplies are required to perform the job tasks required of the grant. The items to be purchased, including but not limited to pens, file jackets, folders, diskettes, calendars and other general supplies that are used daily. Ink cartridges will be required for use with the large printer. These cartridges must be used to produce quality photographs for case presentations. Specialized case management files are necessary for individual cases to be organized and stored. Portfolio folders are required for each case for court papers and other important documents used in the courtroom.

The estimated cost of all office supplies is \$3,500.

521200 - OPERATING SUPPLIES **\$ 2,500**

Photograph paper must be purchased for the daily operational needs to fulfill the requirements of the grant. Quality photograph paper is required for printing of pictures captured for evidence purposes. Batteries will be required for battery-operated equipment. CD's are required for the downloading of the investigative file for case documentation and court purposes.

The estimated cost of all operating supplies is estimated at \$2,500.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 1,500**

Vehicle repairs and maintenance are needed for the grant vehicle.

The amount budgeted is estimated at 1 vehicle X \$1,500 = \$1,500.

524100 - VEHICLE INSURANCE **\$ 546**

Vehicle insurance is required for the vehicles.

The vehicle insurance cost is estimated at \$546 X 1 vehicle = \$546.

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 769**

General Tort Liability Insurance is required for each person employed by the County.

The General Tort Liability Insurance cost is estimated at 1 X \$745 = \$745 for officer plus 1 X \$24 = \$24 for clerical staff.

525020 - PAGERS AND CELL PHONES **\$ 4,164**

Cell phone service is requested for the four victim assistance personnel so that they can communicate effectively with each other and make contact to those individuals that are involved in cases. Air-card fees are required for the investigators and the advocate to have access to the internet CDV files and the Sheriff's Department NCIC in-house criminal history files.

The monthly service charge for cell phones is estimated at \$60/month X 4 phones X 12 months = \$2,880.
The air-card monthly service is estimated at \$53.50 X 2 air-card X 12 months = \$1,284

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 687**

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios.

The monthly service charge is estimated at \$57.25 month X 1 radio X 12 months = \$ 687.

525041 – E-MAIL SERVICE CHARGES **\$ 174**

Each user will be charged for e-mail service.

The monthly service charge is estimated at \$7.25/month X 2 e-mails X 12 months = \$174.

525240 - PERSONAL MILEAGE REIMBURSEMENT **\$ 1,200**

The grant reimburses the mileage at the federal rate for the grant-funded program coordinator to allow travel to court and to perform their duties within the scope of the grant.

525400 - GAS, FUEL, AND OIL **\$ 4,000**

The investigator must travel to court and investigative scenes while performing their duties.

The budgeted amount is an estimate.

A Dubose



South Carolina Department of Public Safety
Office of Justice Programs

September 14, 2009

Ms. Katherine D. Hubbard
Administrator, Lexington County
212 South Lake Drive
Lexington, South Carolina 29072



RE: FFY09 Violence Against Women Act Recovery Act Grant No. 1KS09007
Enforcement and Prosecution for CDV

Dear Ms. Hubbard:

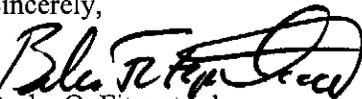
Enclosed are the original and one copy of the grant award approved by this office in the amount of \$114,372. In order to complete the contract for this award, it is necessary that the Official Authorized to Sign return the original grant award with an original signature in blue ink within 30 days from the date of this award. The signed original should be sent to:

Ms. Audrey Roberts, Senior Accountant
S.C. Department of Public Safety - Accounting-Grants
Post Office Box 1993, Building D, Floor 1
Blythewood, South Carolina 29016-1993

Please be advised that the SC Department of Public Safety has not yet been notified of the CFDA# for the VAWA American Recovery and Reinvestment Act (Recovery Act). This number will be made available to you as soon as possible. Copies of the grant *Request for Financial Payment/Quarterly Fiscal Report Forms* can be found on our website at www.scdps.org/ojp/voca.asp. The financial reports should be completed for each calendar quarter ending date, and are due 30 days after the end of each quarter. The *Programmatic Progress Report Form* also can be found on this page under Victims of Crime Grants. The due dates and periods covered for programmatic progress reports are indicated on the *Programmatic Progress Report Form*. Additionally, the Office on Violence Against Women requires a report on each calendar year that the grant award spans. Information on these reports will be forthcoming from my staff. Should you have any questions or need assistance, please contact our office.

Please note that reporting requirements for awards made though the Recovery Act will differ from and expand upon standard reporting requirements for VAWA grants. In particular, grants awarded through the Recovery Act will require *quarterly* reporting, due five days after the end of each grant quarter. Information regarding quarterly reporting of performance measures will be posted on our website at www.scdps.org/ojp/voca.asp. Reimbursement of funds will be contingent on meeting the Recovery Act reporting requirements.

Sincerely,


Burke O. Fitzpatrick
Administrator

BOF:vfc
Enclosures

c: Ms. Nandalyn S. Heaitley
VAWA Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Lexington County
Grant Title: Enforcement and Prosecution for CDV
Grant Period: 10/01/09 – 09/30/10 Date of Award: October 1, 2009
Amount of Award: \$114,372 Grant No.: 1KS09007

The South Carolina Department of Public Safety has not yet been notified of the CFDA# for the VAWA portion of the American Recovery and Reinvestment Act. This number will be provided to you via postal or electronic mail as soon as it is made available tot of Public Safety hereby awards to the foregoing Subgrantee an action grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for S.T.O.P Violence Against Women grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subgrantee certifies that the federal and state conditions are fully understood by the subgrantee and will be complied with.

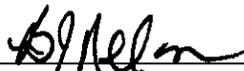
Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc. A copy of the Budget Detail Page of the grant application has been attached for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of award, upon return to Accounting - Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below, in blue ink. This award must be accepted within thirty (30) days from the date above, and such reports required by the South Carolina Department of Public Safety must be submitted to Accounting - Grants in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign
Katherine Hubbard

ACCEPTANCE FOR THE SFA



Barbara Jean Nelson, Program Administrator
Violence Against Women Act program


Burke O. Fitzpatrick, Administrator
Office of Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE
TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

* ✓ CIVWD

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT APPLICATION**

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant # 1K509007

App # AK09011

Award Date: 10/1/09

Prior Grant #1

#2

#3

Federal Fiscal Year: 2010

Fund Year: 3

Program Area: K02

To Be Completed by Project Director

Section 1

County Name: 32 - LEXINGTON

Section 2

Grant Period: October 1, 2009 to September 30, 2010

Begin: 10/1/2009

End: 9/30/2010

Section 3

Project Title: Enforcement and Prosecution for CDV

Section 4

Project Summary: The enhancement for enforcement, advocate, and prosecution for CDV will expend a specialized approach to DCV by proactively monitoring defendants who are subject to no contact orders and will gather extensive information on victims for non appearance in court.

Section 5

Type of Application

a. Continuation

b. Year of Funds : 3

Other: (Specify)

c. Reimbursable

114 372

Section 6

a. Organization Type : County

Other: (Specify)

b. U. S. Congressional District 02

Section 7

Agency DUNS number*: 030115885
 (www.dunandbradstreet.com)

Has your agency registered with Central Contractor Registration (CCR)?* **Yes**
 (www.ccr.gov)

For Central Contractor Registration (CCR) handbook click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000-379

FEIN:

Agency Name: Lexington County Sheriff's Department

Address: 521 Gibson Road

City: Lexington

State: South Carolina

(Please use the Name/Address above instead of this field)
 Name and Address of Implementing Agency

10 Digit Zip: 29072

(Area) Phone #: 803-785-2405

(Area) Fax #: 803-785-8275

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	✓ \$245,882	✓ \$111,458	✓ \$357,340
Contractual Services	\$0	\$0	\$0
Travel	✓ \$40,475	\$0	✓ \$40,475
Equipment	✓ \$18,860	\$0	\$18,860
Renovation/Construction	N/A	N/A	N/A
Other	✓ \$29,155	\$0	✓ \$29,155
TOTAL:	✓ \$334,372	✓ \$111,458	✓✓ \$445,830
b. PERCENTAGE IN-KIND	114,372 ^{70%}	38,124 ^{30%}	100%
b. PERCENTAGE - IN-KIND			
PERCENTAGE - CASH	70%		
	30%		
	75%		

25%

Section 9

APPROPRIATION OF NON-GRANTOR
MATCHING FUNDS : County

Other (Explain): CASH Match

MATCHING FUNDS
CATEGORIES

GRANTOR CASH IN-KIND TOTAL

PERSONNEL

SALARIES

Position Title

% of Time

On Project

Quantity

CDV Investigators	100	2	\$91,000	\$0	\$0	\$91,000
Victim Advocate	100	1	\$43,667	\$0	\$0	\$43,667
Program Coordinator	100	1	\$40,256	\$0	\$0	\$40,256
CDV Prosecutor	80	1	\$0	\$65,258	\$0	\$65,258
Investigative Sergeant	70	1	\$0	\$46,200	\$0	\$46,200
TOTAL SALARIES:			✓ \$174,923	✓ \$111,458	\$0	✓ \$286,381

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

Social Security & Medicare (FICA)	\$13,382	\$0	\$0	✓ \$13,382
Retirement	\$18,720	\$0	\$0	✓ \$18,720
Worker's Compensation Insurance	\$5,877	\$0	\$0	✓ \$5,877
Unemployment Insurance (on first \$7,000 only)	\$0	\$0	\$0	\$0
Health Insurance	\$30,000	\$0	\$0	✓ \$30,000
Dental Insurance	\$0	\$0	\$0	\$0
Pre-Retirement Death Benefit	\$0	\$0	\$0	\$0
Accident Death Benefit (Police Officers)	\$0	\$0	\$0	\$0
Other Employer Contributions (Itemize)	\$2,980	\$0	\$0	✓ \$2,980
TOTAL EMPLOYER CONTRIBUTIONS:	✓ \$70,959	\$0	\$0	✓ \$70,959
TOTAL PERSONNEL:	✓ \$245,882	\$111,458	\$0	✓✓ \$357,340

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage for 2 Investigators, 1 Advocate, 1 Program Coordinator	\$35,475	\$0	\$0	✓ \$35,475
Travel, Per Diem, Hotel, Parking, Air Fare, Car Rental, Misc (4)	\$5,000	\$0	\$0	✓ \$5,000
TOTAL TRAVEL:	✓ \$40,475	\$0	\$0	✓ \$40,475

MATCHING FUNDS

CATEGORIES	GRANTOR CASH	IN-KIND	TOTAL
------------	--------------	---------	-------

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME - Also, DO NOT include leased or rented items)

ITEM	QUANTITY				
Laptop Computers and Accessories	2	\$4,750	\$0	\$0	\$4,750
800 MHz Radio and Accessories	1	\$5,756	\$0	\$0	\$5,756
DSL Digital Camera and Accessories	1	\$1,800	\$0	\$0	\$1,800
Walk Through Metal Detector	1	\$6,554	\$0	\$0	\$6,554
TOTAL EQUIPMENT:		\$18,860	\$0	\$0	\$18,860

RENOVATIONS/CONSTRUCTION: (Describe)

	\$0	\$0	\$0	\$0
TOTAL RENOVATIONS/CONSTRUCTIONS:	\$0	\$0	\$0	\$0

Other (Itemize)

Desk Chairs (2)	\$900	\$0	\$0	\$900
File Cabinets (2)	\$1,200	\$0	\$0	\$1,200
Ink Printers and Accessories (2)	\$750	\$0	\$0	\$750
Software	\$750	\$0	\$0	\$750
Flashlights (3)	\$330	\$0	\$0	\$330
Digital Voice Activated Recorders (2)	\$250	\$0	\$0	\$250
Computer Mouse Pads (2)	\$140	\$0	\$0	\$140
Carrying Cases (2)	\$175	\$0	\$0	\$175
Electronic Staplers (2)	\$120	\$0	\$0	\$120
Clothing Allowance	\$2,400	\$0	\$0	\$2,400
Office Supplies	\$1,500	\$0	\$0	\$1,500
Ink Cartridges	\$3,800	\$0	\$0	\$3,800
Case Files	\$1,500	\$0	\$0	\$1,500
Portfolio Files	\$1,200	\$0	\$0	\$1,200
Operating Supplies	\$1,400	\$0	\$0	\$1,400
Photo Paper	\$3,600	\$0	\$0	\$3,600
Mobile Phone Service	\$2,800	\$0	\$0	\$2,800
Wireless Service	\$2,160	\$0	\$0	\$2,160

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

PERSONNEL

The two investigators will monitor defendants who are subject to "no contact" orders, Orders of Protection, and restraining orders. The investigators will also do surveillance on the suspected violators and will collect information on the victim and defendant to determine if the defendant's conduct is the reason the victim fails to appear in court.

The Program Coordinator will be responsible for managing all the grant tasks, devising a system for tracking each victim and maintaining and recording all of the statistical information for grant purposes. A Victim Advocate for prosecution will assist the prosecutor in contacting and interviewing victims and witnesses in preparation for court.

The victim advocate for prosecution will provide court escort to victims and families and will remain with them through the entire process of prosecution.

TRAVEL

The travel miles are requested for the two investigators, the program coordinator, and the victim advocate for prosecution at the federal rate and are required for travel for investigative purposes, court cases, research, and defendant and case outcome. Per Diem, lodging, parking, and rental car fees, airfare, and miscellaneous expenses are needed to attend the workshops and the National Criminal Domestic Violence Conferences to train the investigators in the new procedures for handling the cases for victims of crime. Training is required for the program coordinator and the victim advocate for prosecution.

EQUIPMENT

Laptop computers are required for the investigator and the victim advocate for prosecution to prepare case files and to collect data required by for the grant performance indicators.

Digital Encrypt 800 MHz Radios are requested to allow immediate community with law enforcement for critical incidents and law enforcement incidents that are secured from the public.

We are requesting SLR digital cameras to photograph scenes for CDV victims to be used in presentations in court cases. These photographs of the incident will document and allow dissemination of images for immediate critical emergency back up and further law enforcement requirements.

Domestic Violence cases are volatile, and often the courtroom setting presents a situation for the victim to be in relatively close proximity to the defendant. A walk-through metal detector will ensure that offenders are not entering the courtroom with guns, knives, box cutters, brass knuckles, or other such weapons. There have been three violent incidents in the domestic violence court since implemented in 1999. Each of these incidents involved a type of weapon, assault and resulted in injuries and attacks to the victims.

OTHER

Office supplies are required to perform the job tasks required of the grant. The items to be purchased, including but not limited to pens, file jackets, folders, diskettes, calendars and other general supplies that are used daily.

Portfolio files will be required to store cases prepared for court presentations. General supplies such as wireless mouse pads, carrying cases, electronic staplers and activated voice recorders are necessary to perform job tasks.

Flashlights will be needed to protect and provide safety for investigators and advocate when investigating or assisting victims at night.

The clothing allowance is requested for the two investigators and the victim advocate to be properly attired for court presentations and to meet with the public.

Photograph paper must be purchased for the daily operational needs to fulfill the requirements of the grant. Quality photograph paper will be required for printing of pictures captured for evidence purposes. Ink cartridges will be

required for use with the large printer. Specialized case management files are necessary for individual cases to be organized and stored. Batteries will be required for battery-operated equipment.

The mobile telephones are requested for the investigators, the victim advocate for prosecution, and the program coordinator so that they can communicate effectively with each other and make contact to those individuals that are involved in cases.

Desk chairs, file cabinets, and bookcases are needed for the two additional grant personnel to perform their daily job task.

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios so that the investigators can communicate effectively with each other and make immediate contact to other officers and law enforcement agencies for confidential and safety issues while investigating cases.

Registration is required for the investigators, the program coordinator, and the victim advocate for prosecution to attend workshops and training seminars for developing proper protocol and procedures for CDV investigations and case preparation.

Email service fees are required to allow immediate communication via email. The fee is required by the State of South Carolina for monitoring purposes and confidentiality. Air card service will allow the use of the laptops while working in the field. Wireless service to include air cards, will be also allow immediate access to the web for access into the CDV database and the Sheriff's Department In-house network including NCIC files.

Office software and flash drives will be required for the investigator and victim advocate download information and transfer to investigator's computers and to allow the prosecutor to have the accurate information.

The use of digital high-resolution photography for CDV victims will greatly enhance CDV investigations and presentations for court presentations. The CDV investigator for grant purposes will use this camera.

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

**COUNTY OF LEXINGTON
DHEC - EMS GRANT-IN-AID
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru May 2008-09	Amended Budget Thru May 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Approved 2009-10	Awarded 2009-10
*DHEC - EMS Grant-In-Aid 2520:								
Revenues:								
459100	DHEC - EMS Grant-In-Aid	39,445	39,444	38,336	38,336	40,000	34,417	33,027
461000	Investment Interest	22	3	0	3	0	0	0
801000	Op Trn from General Fund	2,459	2,331	2,231	2,331	2,200	2,003	1,922
**Total Revenue		41,926	41,778	40,567	40,670	42,200	36,420	34,949
***Total Appropriation					40,567	42,200	36,420	34,949
FUND BALANCE								
Beginning of Year								
					969	1,072	1,072	1,072
FUND BALANCE - Estimated								
End of Year								
					1,072	1,072	1,072	1,072

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

BUDGET							
Object Code	Expenditure Classification	2007-08 Expend	2008-09 Expend (May)	2008-09 Amended (May)	2009-10 Requested	2009-10 Approved	2009-10 Awarded
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
525210	Conference, Meeting & Training Expense	11,000	10,800	10,800	42,200	36,420	8,400
529903	Contingency	0	0	0	0	0	0
536029	DHEC - Gold Cross Ambulance Grant	0	0	5,791	0	0	3,499
* Total Operating		11,000	10,800	16,591	42,200	36,420	11,899
** Total Personnel & Operating		11,000	10,800	16,591	42,200	36,420	11,899
Capital							
540010	Minor Software	2,776	0	0	0	0	0
	All Other Equipment	27,964	23,976	23,976			
5AA357	(22) Temporal Artery Thermometers						10,670
5AA358	(1) CO/Oximetry Meter w/ Accessories						2,585
5AA359	(1) Propaq LT Cardiac Monitor						6,000
5AA360	(1) 12-Lead ECG Simulator						650
5AA361	(1) LCD Projector						1,400
5AA362	(1) Portable PA System w/ Accessories						1,745
** Total Capital		30,740	23,976	23,976	0	0	23,050
***Total Budget Appropriation		41,740	34,776	40,567	42,200	36,420	34,949

Section III – PROGRAM OVERVIEW

EMERGENCY MEDICAL SERVICES DIVISION
GRANT-IN-AID

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

SECTION V.B – OPERATING LINE NARRATIVES

EMERGENCY MEDICAL SERVICES

525210 - CONFERENCE, MEETING, & TRAINING EXPENSE **\$ 8,400**

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

536029 - DHEC – GOLD CROSS AMBULANCE GRANT **\$3,499**

Funds were requested as a part of the DHEC EMS Grant-in-Aid grant application. Funds were awarded to Gold Cross because they also respond to emergency 911 calls in Lexington County. DHEC awarded the grant to Gold Cross as follows:

State Request:	\$3,307
Local Match:	<u>\$ 192</u>
Total Award:	\$3,499

SECTION V.C – CAPITAL LINE ITEM NARRATIVE

EMERGENCY MEDICAL SERVICES

5AA357 - (22) TEMPORAL ARTERY THERMOMETERS **\$ 10,670**

One of the main symptoms of the flu is a high temperature. To help more accurately identify the potential of transporting a patient with the flu we are requesting to purchase thermometers for each of our units. Once a patient is confirmed to have a high temperature, then this will also allow the crew to place mask on the patient, the patient's family and/or themselves to better prevent the spread of the virus.

5AA358 - (1) CO/OXIMETRY METER WITH ACCESSORIES **\$ 2,585**

Our service provides rehab for most all fire calls. This meter will allow our crew to appropriately identify a potential dangerous or high CO level so better treatment for a firefighter can be provided if they show signs or symptoms.

5AA359 - (1) PROPAQ LT CARDIAC MONITOR **\$ 6,000**

This monitor is more compact and is more suited for mass casualty care. It is a less expensive piece of equipment to purchase and operate when full cardiac monitoring services are not necessary.

5AA360 - (1) 12-LEAD ECG SIMULATOR **\$ 650**

This will provide training of our 12-lead monitors and it will also allow testing of our monitors to ensure they are calibrated accurately.

5AA361 - (1) LCD PROJECTOR **\$ 1,400**

Our classrooms are being used with more frequency and more people are being required to attend. To better utilize the space in the classroom we need to have a ceiling mounted projector.

5AA362 - (1) PORTABLE PA SYSTEM WITH ACCESSORIES **\$ 1,745**

With the large attendance in our classrooms and with the various speaking engagements at public functions we have learned a PA system is needed to allow everyone to better hear the presentation and/or instructor.



A DUBose
cc: B. Hood

C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

Division of Emergency Medical Services & Trauma

September 10, 2009

Katherine Hubbard
County Administrator
Lexington County
212 South Lake Dr.
Lexington, SC 29072



Dear Ms. Hubbard:

I am pleased to notify you that your EMS grant-in-aid application for assistance has been approved, the amount of **\$34,416.90** and is made a part of the contract (FY 2010). **Enclosed is a copy of the approved contract for your file. Please notify the service(s) in your county that the FY 2010 GIA application has been approved.**

Please be advised that **the contract is effective immediately and that the contract ends on April 30, 2010 and that invoices received after April 30, 2010 will not be accepted.** Since this is a reimbursement contract, the expenditures must be made, and invoices and reports must be received in the Finance Department of DHEC prior to the end of the contract for reimbursement.

I wish you great success in completing this project and I am willing to assist in any phase of this program.

Sincerely,

Sonia B. Wright
Program Coordinator II
Division of EMS & Trauma

Attachment

EMERGENCY MEDICAL SERVICES CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

LEXINGTON COUNTY

The parties of this contract agree as follows:

A. SCOPE OF SERVICES:

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

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

Contractor FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

57-6000-379

B. TIME OF PERFORMANCE:

The contract shall be effective **July 1, 2009**, or when signed by all parties, whichever is later, and will terminate **June 30, 2010**.

C. COMPENSATION:

1. DHEC agrees to reimburse the Contractor an amount not to exceed 94.5 percent of the cost for approved equipment and training referred to on DHEC form 1061 for grant in aid. Basis for payment is actual expenditures for authorized purchases; however, in no event will the total amount to be reimbursed under this Contract exceed **\$34,416.99, or subsequent reductions or increases approved by the Budget and Control Board and/or General Assembly. Notification of any subsequent reductions or increase will be provided under separate letter.**
2. Funds shall not be used, and the Contractor will not be reimbursed, for expenditures made prior to the effective date of this Contract, or for obligations incurred after the conclusion date for the grant period.
3. The contractor must receive DHEC approval of a properly-submitted DHEC Form 1061 **BEFORE** making any expenditures or incurring any obligations to be reimbursed under this

contract. The Contractor will not be reimbursed for any expenditures made or obligations incurred in violation of this procedure.

Travel

Reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employees travel and in accordance with guidelines established by DHEC. The maximum amount of the contract must include all travel expenses. Please see Section F., Term and Condition #10.

D. METHOD OF PAYMENT:

The Contractor shall provide DHEC a written reimbursement request which must include a compliance report as set forth in section E below. It must also include invoice(s) indicating that the equipment/training has been received/completed and the corresponding canceled check(s). An original, fully executed contract must be received by DHEC before any payments can be made.

ALL INVOICES FOR REIMBURSEMENT MUST BE SUBMITTED NO LATER THAN APRIL 30, 2010. INVOICES RECEIVED AFTER APRIL 30, 2010 WILL NOT BE ACCEPTED.

E. COMPLIANCE REPORTS:

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

F. TERMS AND CONDITIONS:

1. The Eligible Items-FY 2010 are attached as **Attachment C** hereto and specifically incorporated by reference into this contract.
2. Failure to comply with this contract, the S.C. Department of Health and Environmental Control (DHEC) Guidelines for Emergency Medical Services Improvement and Upgrading of EMS System which are attached as **Attachment D** hereto and specifically incorporated by reference into this contract, will result in suspension or termination of the contract and all payments under this contract. Contractor will be responsible for repayment to DHEC of any funds provided for equipment or training found not to be in compliance with this contract and the provisions of the approved application (DHEC form 1061).

TERMS AND CONDITIONS:

1. Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
2. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC; provided, however, nothing herein shall be construed to limit the ability of this hospital to contract with physicians to provide on-call services for its Emergency Department.

3. Any change to this Contract is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
4. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 6 years after the end of the Contract period, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.
5. Notwithstanding any other provision of the contract:
 - a. Subject to the provisions contained below, this Contract may be terminated by either party providing written notice of that intent to the Contractor thirty (30) days in advance.
 - b. Funds for this Contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not made to pay the charges under this Contract, it shall terminate without any further obligation by DHEC.
 - c. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
6. The Contractor certifies that he/she is not an employee of a South Carolina State Agency.
7. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This included the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
8. The Contractor agrees that neither the contractor, its employees nor agents are covered by any professional or tort liability insurance maintained by DHEC.
9. **DRUG FREE WORK PLACE:**

The Contractor certifies to DHEC that it will provide a drug-free workplace by:

 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the contractor's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations;
 - c. making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item a.;
 - d. notifying the employee in the statement required by item a., that as a condition of employment on the contract or grant, the employee will:

- (1) abide by the terms of the statement and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction;
- e. notifying DHEC within 10 days after receiving notice under item d.(2) from an employee or otherwise receiving actual notice of the conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of items a.,b.,c.,d.,e. and f.
10. Contractor's travel expenses, including room and board, incurred in connection with the services described in Scope of Work, will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the contract.
 11. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorneys fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
 12. The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10, et. seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina
 13. Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
 14. Contractors who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and expenditures to the proper program area of DHEC. The Contractor is subject to site visits from DHEC in an effort to monitor compliance.
 15. Contractors who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass through funds.
 16. DHEC have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this contract.
 17. The Contractor agrees to abide by DHEC's Confidentiality Policy, which states that all information about personal facts and circumstances of DHEC employees, clients, or members of the public is confidential and will not be disclosed without written authorization of the individual to which it pertains, unless disclosure is required by law, or otherwise required in accordance with this agreement and released to the Contractor after

DHEC Office of General Counsel review. If confidential information is disclosed pursuant to a properly completed authorization, documentation of the disclosure and a copy of the authorization must be maintained and made available for DHEC inspection and audit. In addition, confidential agency information and action shall not be disclosed unless DHEC authorizes the disclosure in writing, or the disclosure is required by law.

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

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

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

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

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

18. The provisions of the Contract are contingent upon any possible revision of State or Federal regulations and requirements governing Preventive Health and Health Services Block Grant.
19. The contractor must maintain a method of accounting that is adequate to properly classify and identify all reimbursable expenses related to their activities. This must be done using a system of fund accounting as required by Financial Accounting Standards Board (FASB) 117 for all not-for-profit organizations utilizing donor restricted grants for specific purposes.
20. The contractor must maintain supporting documentation which identifies expenditures by date, location, amount vendor, method of payment and purpose relative to the terms of the contract.

21. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.

SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.

Any employee, agent, or contractor of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Contractor is required to inform Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

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

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

AS TO DHEC:

BY: *Patricia M. Dukes*

TITLE: Deputy Commissioner

DATE: 9/3/09

AS TO CONTRACTOR:

BY: *[Signature]*

TITLE: COUNTY ADMINISTRATOR

DATE: 8/27/09

CONTRACT NUMBER: _____

AIMS Planned P.O.# _____



DHEC Confidentiality Agreement

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

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

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

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

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

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

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

DHEC Confidentiality Agreement

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

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

Signature: [Handwritten Signature] Date: 9/1/09

Witness: [Handwritten Signature] Date: 9/1/09

Work Location: County of Lexington



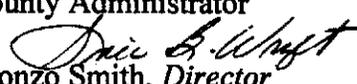
C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

BUDGET REDUCTION

September 14, 2009

To: EMS Providers
County Administrator

From: *for* 
Alonzo Smith, *Director*
Emergency Medical Services & Trauma

Re: **Budget Reduction in FY2010 GIA Distribution**

Due to budget reductions by the SC General Assembly, the GIA program has taken a budget reduction. This letter serves as official notice as required in section C. **Compensation (1)** of your GIA contract. Attached is the revised FY2010 GIA Distribution sheet.

If you have any questions concerning the GIA Program contact Sonia Wright at (803) 545-4274.

Attachments

		\$873,963.00					
		2010 GRANT-IN-AID DISTRIBUTION: BUDGET REDUCTION					
COUNTY CODE	COUNTY NAME	COUNTY POPULATION	% OF STATE POPULATION	SHARE BY POPULATION	EQUAL SHARE PER COUNTY	COUNTY TOTAL	
				\$436,981.50	\$436,981.50		
1	ABBEVILLE	26,167	0.652216394%	2,850.06	9,499.60	12,349.66	
2	AIKEN	142,552	3.553129951%	15,526.52	9,499.60	25,026.12	
3	ALLENDALE	11,211	0.279435854%	1,221.08	9,499.60	10,720.68	
4	ANDERSON	165,740	4.131094324%	18,052.12	9,499.60	27,551.72	
5	BAMBERG	16,658	0.415203145%	1,814.36	9,499.60	11,313.96	
6	BARNWELL	23,478	0.585192666%	2,557.18	9,499.60	12,056.78	
7	BEAUFORT	120,937	3.014372838%	13,172.25	9,499.60	22,671.85	
8	BERKELEY	142,651	3.555597541%	15,537.30	9,499.60	25,036.90	
9	CALHOUN	15,185	0.378488399%	1,653.92	9,499.60	11,153.52	
10	CHARLESTON	309,969	7.726023751%	33,761.29	9,499.60	43,260.89	
11	CHEROKEE	52,537	1.309492594%	5,722.24	9,499.60	15,221.84	
12	CHESTER	34,068	0.849150003%	3,710.63	9,499.60	13,210.23	
13	CHESTERFIELD	42,768	1.065998806%	4,658.22	9,499.60	14,157.82	
14	CLARENDON	32,502	0.810117218%	3,540.06	9,499.60	13,039.66	
15	COLLETON	38,264	0.953735931%	4,167.65	9,499.60	13,667.25	
16	DARLINGTON	67,394	1.679805544%	7,340.44	9,499.60	16,840.04	
17	DILLON	30,722	0.765750451%	3,346.19	9,499.60	12,845.79	
18	DORCHESTER	96,413	2.403108465%	10,501.14	9,499.60	20,000.74	
19	EDGEFIELD	24,595	0.613034059%	2,678.85	9,499.60	12,178.44	
20	FAIRFIELD	23,454	0.584594463%	2,554.57	9,499.60	12,054.17	
21	FLORENCE	125,761	3.134611761%	13,697.67	9,499.60	23,197.27	
22	GEORGETOWN	55,797	1.390748582%	6,077.31	9,499.60	15,576.91	
23	GREENVILLE	379,616	9.461985657%	41,347.13	9,499.60	50,846.72	
24	GREENWOOD	66,271	1.651814601%	7,218.12	9,499.60	16,717.72	
25	HAMPTON	21,386	0.533049253%	2,329.33	9,499.60	11,828.92	
26	HORRY	196,629	4.901007275%	21,416.50	9,499.60	30,916.09	
27	JASPER	20,678	0.515402247%	2,252.21	9,499.60	11,751.81	
28	KERSHAW	52,647	1.312234360%	5,734.22	9,499.60	15,233.82	
29	LANCASTER	61,351	1.529182864%	6,682.25	9,499.60	16,181.84	
30	LAURENS	69,567	1.733967894%	7,577.12	9,499.60	17,076.72	
31	LEE	20,119	0.501469088%	2,191.33	9,499.60	11,690.92	
32	LEXINGTON	216,014	5.384181304%	23,527.88	9,499.60	33,027.47	
33	McCORMICK	9,958	0.248204641%	1,084.61	9,499.60	10,584.21	
34	MARION	35,466	0.883995362%	3,862.90	9,499.60	13,362.49	
35	MARLBORO	28,818	0.718292966%	3,138.81	9,499.60	12,638.41	
36	NEWBERRY	36,108	0.899997308%	3,932.82	9,499.60	13,432.42	
37	OCONEE	66,215	1.650418792%	7,212.02	9,499.60	16,711.62	
38	ORANGEBURG	91,582	2.282695067%	9,974.96	9,499.60	19,474.55	
39	PICKENS	110,757	2.760634814%	12,063.46	9,499.60	21,563.06	
40	RICHLAND	320,677	7.992922254%	34,927.59	9,499.60	44,427.19	
41	SALUDA	19,181	0.478089298%	2,089.16	9,499.60	11,588.76	
42	SPARTANBURG	253,791	6.325778687%	27,642.48	9,499.60	37,142.08	
43	SUMTER	104,646	2.608317223%	11,397.86	9,499.60	20,897.46	
44	UNION	29,881	0.744788400%	3,254.59	9,499.60	12,754.19	
45	WILLIAMSBURG	37,217	0.927639299%	4,053.61	9,499.60	13,553.21	
46	YORK	164,614	4.103028605%	17,929.48	9,499.60	27,429.07	
	STATE TOTAL	4,012,012	100.0000%	\$436,981.50	\$436,981.50	873,963.00	
Note: Population projections are readjusted to the 2000 Census count.							
Source: US Bureau of the Census, 2000 Census (as of 2000)							

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



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

Memorandum

To: Katherine Hubbard, County Administrator
From: Jim Starling, Engineering Associate III
Date: 10/1/2009
Re: Grant Offer for Beacon Replacement at the Lexington County Airport at Pelion

The South Carolina Division of Aeronautics (SCDOA) is offering a 75% reimbursement grant to Lexington County for the replacement of the airport beacon. The cost to replace the beacon is \$13,448.00. Lexington County would be required to fund the entire replacement cost and then submit a reimbursement request for 75% of the \$13,448.00. Lexington County's final portion would be \$3,362.00 and SCDOA's final portion would be \$10,086.00.

Staff is requesting Council's approval to accept the grant offer.

**COUNTY OF LEXINGTON
AIRPORT CAPITAL PROJECTS
Annual Budget
Fiscal Year - 2009-10**

Object Code	Revenue Account Title	Actual 2007-08	Received Thru May 2008-09	Amended Budget Thru May 2008-09	Projected Revenues Thru Jun 2008-09	Requested 2009-10	Approved 2009-10	Awarded 2009-10
*Airport Capital Projects 5801:								
Revenues: (Organization - 000000)								
457001	FAA Funding (AIP)	0	0	1,016,500	1,016,500	456,000	281,200	0
458003	State Aeronautics Funds	0	0	84,750	84,750	12,000	0	11,250
461000	Investment Interest	0	485	0	206	200	200	0
821000	RET form General Fund	0	150,000	150,000	150,000	12,000	50,000	0
** Total Revenue		0	150,485	1,251,250	1,251,456	480,200	331,400	11,250
***Total Appropriation					1,251,250	480,000	331,606	11,250
FUND BALANCE Beginning of Year					<u>0</u>	<u>206</u>	<u>206</u>	<u>206</u>
FUND BALANCE - Projected End of Year					<u>206</u>	<u>406</u>	<u>0</u>	<u>206</u>

Fund: 5801
Division: Airport
Organization: 580020 - Airport Projects

Object Code	Expenditure Classification	2007-08 Expend	2008-09 Expend (May)	2008-09 Amended (May)	BUDGET		
					2009-10 Requested	2009-10 Recommend	2009-10 Approved
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
* Total Operating		0	0	0	0	0	0
** Total Personnel & Operating		0	0	0	0	0	0
Capital							
549904	Capital Contingency	0	0	92,250	0	35,606	
5A7338	Apron & Taxiway Recoupment	0	41,714	543,000	480,000	0	0
5A7339	Electrical Upgrade Phase I	0	0	0	0	0	0
5A7340	T-Hanger Additions	0	0	527,000	0	0	0
5A7341	Runway Improvements	0	0	0	0	0	0
5A9354	Airfield Pavement Rejuvenation & Marking	0	0	89,000	0	0	(3,750)
5AA260	Property Acquisition (RW 35 RPZ)					296,000	0
5AA363	Beacon Replacement Project						15,000
** Total Capital		0	41,714	1,251,250	480,000	331,606	11,250
*** Total Budget Appropriation		0	41,714	1,251,250	480,000	331,606	11,250

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



PAUL G. WERTS
EXECUTIVE DIRECTOR

October 1, 2009

MARK SANFORD
GOVERNOR

Ms. Katherine Hubbard
Lexington County Administrator
212 South Lake Drive
Lexington, South Carolina 29072

AERONAUTICS
COMMISSION

Re: South Carolina Aeronautics Commission
Project No. 09-023, Lexington County Airport at Pelion

Chairman
At-Large
Gregg A.
Malphrus

Dear Ms. Hubbard:

District 1,
Vice-Chairman
William M.
McKown

I am pleased to inform you that the South Carolina Aeronautics Commission has approved your project application and awarded up to \$11,250 to the Lexington County Airport at Pelion for the installation of a new rotating beacon. This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

District 2,
Secretary
Raymond E.
McKay, Jr.,
JD, CPA

Please execute the enclosed grant agreements and return one original to Aeronautics at your earliest convenience.

District 3
Ira E. "Bud"
Coward II

This project is being funded from the State Aviation Fund and project cost and funding are as indicated below:

Total project cost	\$15,000
Federal grant	\$ 0
State grant	\$ 11,250
Local government	\$ 3,750

District 4
Joshua D.
Houston

We are pleased to provide this assistance. If we can be of further assistance, please do not hesitate to call.

Sincerely,

Paul G. Werts
Executive Director

District 5
Bary G.
Avent

PGW/IT
Enclosures: Grant

District 6
Dennis L.
Dabney, CPA

cc: Governor Mark Sanford
Chairman Gregg A. Malphrus, South Carolina Aeronautics Commission
Senator John M. "Jake" Knotts, Jr., Chairman, Lexington County Delegation
Raymond E. McKay, Jr., District 2 Commissioner

GRANT AGREEMENT
Part 1 - OFFER

Date of Offer: **September 24, 2009**

Project No. 09-023

TO: **Lexington County**
(herein referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "Aeronautics").

WHEREAS, The Sponsor has submitted to Aeronautics a Project Application dated **September 15, 2009**, a grant of State Funds for a project for development of the **Lexington County Airport at Pelion** together with plans and specifications for such a project, with Project Applications, as approved by Aeronautics is hereby incorporated herein and made a part hereof:

and

WHEREAS, Aeronautics has approved a project for development of the Airport ("herein called the "Project") consisting of the following described airport development:

Install new rotating beacon

All as more particularly described in the property map and plans and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this offer and agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH THE SOUTH CAROLINA AERONAUTICS COMMISSION, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

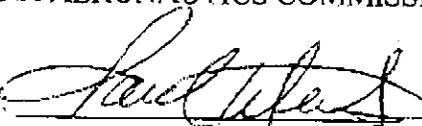
<u>Funding Source</u>	<u>Amount</u>
State	\$11,250
Federal	\$ 0
Sponsor	\$ 3,750
Other	\$ 0

for a total cost of \$ 15,000 subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall be: **\$11,250**, which all parties to this Agreement understand may be subject to the prior and continuing approval of the South Carolina Budget and Control Board and the General Assembly and its component review committees.
2. Aeronautics reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable cost of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by Aeronautics in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the date of offer. If progress on the described project has not begun at that time, the funds will revert to Aeronautics for reallocation to other worthwhile projects.

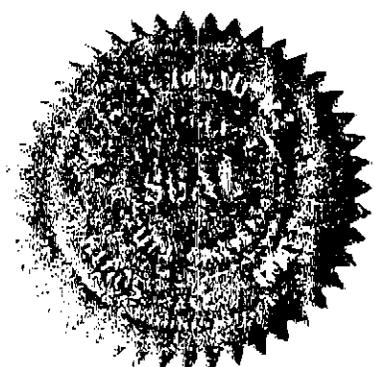
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION

Signature By: 
Executive Director

Sponsor's Signature Date

Title



PART II - SPONSOR ASSURANCES

1. The Sponsor shall:
 - a. begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one year from award of this Offer;
 - b. carryout and complete the project in accordance with the terms of this agreement, applicable policies of Aeronautics, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. carryout and complete the project in accordance with the plans and specifications and property map incorporated herein, including any revisions or modifications approved in writing by Aeronautics. Sponsor further agrees to copy Aeronautics as to all construction progress reports, payment applications, and completion documents and related correspondence within ten (10) days of document development or receipt.
 - d. submit all planning documents to Aeronautics for review and approval; and
 - e. notify Aeronautics, in writing, of any improvements to the airport so that same may be incorporated into the South Carolina Airport System Plan.
2. The Sponsor shall operate and maintain the Airport as provided in the Project Application.
3. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, Aeronautics of Aeronautics, on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
4. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by Aeronautics. Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
5. The Sponsor shall maintain property insurance on the project to cover any and all losses. The amount of the coverage shall, at a minimum, be equal to the total cost of the project.
6. The Sponsor's Request for Final Reimbursement must have been received within ninety (90) calendar days after the Final Inspection has been accomplished in order to close out the project in a timely manner.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2009

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 2009

Signature By _____

Title _____

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

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



APPOINTMENTS BOARDS & COMMISSIONS

October 13, 2009

BILLY DERRICK

Health Services District - Allan R. Risinger - Term expired 03/10/09 - Eligible for reappointment

Library Board - Frances Susie Hendrix - Term expired 09/26/09 - Not eligible for reappointment;
Nomination form for Ms. Louise Riley attached

Museum Commission - William Kiesling, Jr. - Term expires 11/9/09 - Eligible for reappointment
- *Confirmed desire to be reappointed*

JOHN CARRIGG

Accommodations Tax Board - William Ryan Dukes (Hospitality) - Term expires 12/31/09 - Not eligible for reappointment

Assessment Appeals Board - Vacant - Term expired 09/21/06

Museum Commission - Vacant - Term expired 11/01/06

Planning Commission - Vacant- Term expires 8/26/11

BILL BANNING

Accommodations Tax Board - Karen Holderfield (Lodging) - Term expires 12/31/09 - Not eligible for reappointment - *Moved to Charlotte, NC*

TODD CULLUM

Accommodations Tax Board - David Murray (Hospitality) - Term expires 12/31/09 - Eligible for reappointment - *Confirmed desire not to be reappointed*

Children's Shelter - Jerald E. Sanders - Term expired 06/30/09 - Eligible for reappointment - *Confirmed desire to be reappointed*

Health Services District - Vacant - Term expired 03/10/09

AT-LARGE:

Building Codes Board of Appeals:

- **Engineering** - Todd Swygert - Term expired 08/13/09 - Not eligible for reappointment
- **Contractor** - Robert Murphy - Term expired 08/13/09 - Eligible for reappointment - *Confirmed desire not to serve another term*

Central Midlands Transit Authority:

- Mike Flack - Term expired 11/13/08 - Eligible for reappointment - *Confirmed desire not to be reappointed*
- George Rentz - Term expires 11/13/09 - Eligible for reappointment

Health Services District:

- James D. Whitehead, Jr., MD - Term expired 03/10/09 - Eligible for reappointment



LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM



Name of Board/Commission: Lexington County Library Board

Nominee: Louise J. Riley

Address: 301 Georgia Ave., Leesville SC 29070

Employed by: retired

Address:

Home Telephone: 803-532-6426 Business Telephone:

Mobile Phone: 803-528-6176 Fax Number:

Email Address: Riley731317@bellsouth.net

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):

Graduate of USC with a Masters Degree in library and Information Science

Retired School Teacher with Lexington School Dist #3

Write an historical column for the Twin City News

Served 12 years on the Museum Board.

Submitted by: Billy Derrick
Council District Number: #2
Date: Oct 13, 2009

Please return completed form to:
Lexington County Council
212 South Lake Drive, Suite 601
Lexington, SC 29072
Or Fax to 803-785-8101
For questions call 803-785-8103



County of Lexington

County Council
212 South Lake Drive, Suite 601
Lexington, South Carolina 29072
TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

September 24, 2009



James E. Kinard, Jr.
District 1
Vice Chairman

William C. Derrick
District 2

George H. Davis
District 3
Parliamentarian

Debra B. Summers
District 4
Chairman

Bobby C. Keisler
District 5

Johnny W. Jeffcoat
District 6

John W. Carrigg, Jr.
District 7

William B. Banning, Sr.
District 8

M. Todd Cullum
District 9

Mr. William E. Kiesling, Jr.
115 North Peachtree Street
Batesburg, SC 29006-1919

Dear Mr. Kiesling:

Your appointment to the Lexington County Museum Commission will expire on November 1, 2009. If you are willing to continue to serve on this Commission, please let us know in order that you can be considered for reappointment by Council.

Please check the appropriate box below, sign and return to our office.

County Council greatly appreciates the citizens who volunteer to serve on the various Boards and Commissions. If you have any questions or concerns, please do not hesitate to contact our office or your Council representative, Billy Derrick.

Sincerely,

Judy R. Busbee
Assistant to the Clerk to Council

You may fax form to 803-785-8101.

Yes, I will like to serve another term.

No, I regret that I cannot serve another term.

William E. Kiesling, Jr. (signature)



County of Lexington

County Council
212 South Lake Drive, Suite 601
Lexington, South Carolina 29072
TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

September 24, 2009

James E. Kinard, Jr.
District 1
Vice Chairman

William C. Derrick
District 2

George H. Davis
District 3
Parliamentarian

Debra B. Summers
District 4
Chairman

Robby C. Keisler
District 5

Johnny W. Jeffcoat
District 6

John W. Carrigg, Jr.
District 7

William B. Banning, Sr.
District 8

M. Todd Cullum
District 9

Mr. Jerald E. Sanders
PO Box 515
Swansea, SC 29160

Dear Mr. Sanders:

Your appointment to the Nancy K. Perry Children's Shelter expired on June 30, 2009. If you are willing to continue another term, please let us know in order that you may be considered for reappointment by Council.

Please check the appropriate box below, sign and return to our office.

County Council greatly appreciates the citizens who volunteer to serve on the various Boards and Commissions. If you have any questions or concerns, please do not hesitate to contact our office or your Council representative, Todd Cullum.

Sincerely,

Judy R. Busbee
Assistant to the Clerk to Council

You may fax form to 803-785-8101.

Yes, I will like to serve another term.

No, I regret that I cannot serve another term.

Jerald E. Sanders (signature)

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: September 29, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Computer Software License Purchases
Sheriff's Department**

We have received a purchase request for 262 - Office 2007 Single Microsoft Volume Licenses and 352 - Symantec Endpoint Anti-virus Protection Licenses for the Sheriff's Department. These licenses will be procured from the SC State Contract #5400000536, from Software House International. This state contract currently expires on October 07, 2015. The total cost of this order, including shipping charges and applicable tax is \$74,252.97.

Funds are appropriated in the following accounts:

1000-151200-5AA148	(352) Anti Virus Software Upgrades	\$5,830.39
1000-151200-5AA149	(262) Office Prod. Software Upgrades	\$68,422.58

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 13, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Colonel Allan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: October 02, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Detention Center Security Locks
B10005-09/17/09H
Sheriff's Department**

Competitive bids were solicited and advertised for the Detention Center Security Locks for the Lexington County Sheriff's Department. A mandatory pre-bid conference was held on September 03, 2009, in which four (4) bidders attended.

We received two (2) responsive bids on September 17, 2009 (see attached Bid Tabulation).

The bids were evaluated by Major JB Quig, Detention Bureau Commander; Lt. Kevin Jones, Support Services Supervisor; Sylvia Dillon, Finance Manager; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award the project to the lowest responsive, responsible bidder Corley Systems, Inc., in the amount of \$133,832.00.

County funds are appropriated in the following accounts:

1000-151300-5A9250	Facility Upgrade/Maint. of Lock System	\$112,475.00
1000-151300-5AA157	Phase II Rekeying, Recylindering	\$27,500.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on October 13, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Major JB Quig, Detention Bureau Commander
Lt. Kevin Jones, Support Services Supervisor
Sylvia Dillon, Finance Manager LCSD

County of Lexington

B10005
JAH
09/17/2009

Bid Tabulation

Bid # : B10005-09/17/09H

Detention Center Security Locks

				Corley Systems, Inc.	Norment Security Group
Item #	Qty	U/M	Description	Total Price	Total Price
1	1	Job	Labor & materials to replace and service locks in New Pods A, D, and F.	\$35,114.00	\$60,645.00
2	Unk	Each	Key Blanks - Security coded keys	\$4.25	\$7.35
Options:					
1	1	Job	Labor & materials to replace and service locks in New Pods B, C, E, G, Booking Wing, Visitation Wing, 2nd Floor Visitation, Attorney Rooms, Mechanical Rooms, and Exit Doors.	\$33,408.00	\$42,310.00
2	1	Job	Labor and materials to replace and service locks in Annex "A", "B", "C", "D", and Annex Kitchen/Laundry.	\$38,091.00	\$33,283.00
3	1	Job	Labor and materials to replace and service 133 locks in Old Cell Blocks A, B, C - on all three (3) floors.	\$27,219.00	\$42,181.00
4	1	Year	Annual Maintenance Program for all Locks	\$10,240.00	\$34,850.00
			Total Bid for Entire Project (includes Item #1 & Options # 1, # 2, and # 3)	\$133,832.00	\$140,315.00 **

** Price reflects a discount to include the work of Base Bid & Options # 1 - # 3.

Bids Opened: September 17, 2009 @ 3:00 pm

Jeffrey A. Hyde, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: September 25, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Motorola XTS 5000 Astro Portable Radios
Sheriff's Department**

We have received a purchase request for the purchase of 59 each Motorola XTS 5000 Astro Portable Radios for the Sheriff's Department. These items will be purchased from the SC State Contract # DSIT.2009.01. This contract currently expires on December 31, 2014. The total cost of this order, including shipping and applicable tax is \$323,470.54.

Funds are appropriated in the following account:

1000-151200-5AA331	(59) 800 MHz Radios – Replacement	\$326,400.00
--------------------	-----------------------------------	--------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on October 13, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Colonel Allan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department

COUNTY OF LEXINGTON
Wood Waste Grinding & Marketing Material Request for Proposal
Evaluation Committee Report and Recommendation
Request for Proposals No. P09008-07/22/09S

September 15, 2009

PURPOSE

The County of Lexington issued a Request for Proposal (RFP) to establish a contract with a vendor to provide Wood Waste Grinding & Marketing Material Request for Proposal for Solid Waste Management.

EVALUATION COMMITTEE

An evaluation committee was appointed by Katherine Hubbard, County Administrator, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. Committee members were Johnny Jeffcoat, County Councilman; Dave Eger, Director of Solid Waste Management; John Fechtel, Director of Public Works/Assistant County Administrator; Terry Glass, Landfill Supervisor of Solid Waste Management; and Angela M. Seymour, Procurement Officer (Non-Voting)

SOLICITATION REQUIREMENTS

The required legal advertisement soliciting proposals from qualified vendors was placed and appeared in the South Carolina Business Opportunities Publication on June 22, 2009. Notification was also posted on our website, on Demandstar, and mailed to six (6) firms on our vendors list.

A mandatory pre-proposal conference was held on July 9, 2009, in which all of the selected vendors were in attendance. Proposals were due and received by 4:00 p.m. on July 22, 2009. At that time, the County received proposals from four (4) firms:

- Carolina Materials Corporation
- Bob Hammond Construction
- Hensons, Inc.
- DS Utilities

EVALUATION PROCESS

On July 23, 2009 the Evaluation Committee began its evaluation process. Copies of the submittals were distributed to each committee member for their individual evaluation. The committee met again on August 11, 2009 for detailed discussions of their individual evaluation of the proposals and respective scoring of each criteria factor. Each proposal under consideration was evaluated and scored on five (5) specific criteria areas as indicated in the RFP. The factors listed in the order of their relative importance were as follows: (1) Cost; (2) Proposal content and its responsiveness to the RFP (include a detailed description of how the technical requirements for the wood grinding operation and marketing of materials will be met). Demonstrated understanding of the scope and objectives in the RFP; (3) Overall qualifications of the firm and ability to start-up and manage the proposed program, including qualifications of principal personnel that will manage the contract, supervise operation, market materials, other contract personnel, length of service and any pertinent certifications; (4) Past performance evaluated to

assess the Contactor's performance under existing and prior contracts for similar services. This includes, but is not limited to: quality of service, timeliness of performance; knowledge and experience of personnel; supervision during performance; dependability of workers; cost control; business relations; customer satisfaction; (5) Financial stability of the firm as determined by review of audited financial statements. Each offeror must submit the two most current years complete financial statements, audited by an independent certified public accountant; and (6) References.

On September 14, 2009 the committee conducted interviews with the three (3) prospective companies. All of the firms made thorough presentations of their products, followed by an interview process that allowed the firms to answer questions and concerns of the committee. Following the interviews, each committee member was given the opportunity to re-evaluate each firm. After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the final evaluation was completed by the committee on September 14, 2009. The evaluation committee's review, based upon the quality of the responses to the request for qualifications, resulted in DS Utilities receiving the highest number of total points.

TERM OF CONTRACT

The term of this contract shall be in accordance with the proposal and shall go through October 31, 2012. The County may extend the contract if it appears to be in the best interest of the County. Said extension will be on an annual basis and may be less than, but will not exceed two (2) additional one (1) year periods.

PROPOSED COST

The total three (3) year contract cost is an estimated amount of \$225,000.00. The County will receive approximate potential net revenue of \$48,000.00 annually. This potential income will be derived from DS Materials marketing the processed wood waste as boiler fuel/biomass product. The total cost to the County of Lexington, for the three (3) year term contract, shall be for an estimated amount of \$531,000.00.

RECOMMENDATION

The committee hereby submits and recommends for Council consideration and approval to award a contract with DS Utilities. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on October 13, 2009.

Angela M. Seymour
Procurement Officer

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

Document not available at this time.

Document not available at this time.

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 09-09

AN ORDINANCE ADOPTING SUPPLEMENTAL APPROPRIATION OF ONE HUNDRED SIXTY-FOUR THOUSAND (\$164,000.00) DOLLARS

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

WHEREAS, since the adoption of the annual budget for the fiscal year 2009-2010, County Council has learned that the Riverbanks Parks Commission must pay a judgment in the amount of One Hundred Sixty-four Thousand (\$164,000.00) Dollars as the result of some litigation concerning the road access to the Zoo; and

WHEREAS, these funds were not appropriated in the budget appropriations for Riverbanks Parks Commission as set forth in the most recent fiscal year 2009-2010 budget;

NOW, THEREFORE, BE IT ENACTED that the County hereby appropriates One Hundred Sixty-four Thousand (\$164,000.00) Dollars to the Riverbanks Parks Commission with such revenues to be taken from the fund balance being held by the County for the benefit of Riverbanks Zoo.

Enacted this _____ day of _____, 2009.

Debra B. Summers, Chairman
Lexington County Council

ATTEST:

Diana Burnett
Clerk

First Reading: _____
Second Reading: _____
Public Reading: _____
Third & Final Reading: _____
Filed w/Clerk of Court: _____



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # **M09-05**

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

North Lake Drive at the City of Columbia Water Treatment Facility

Zoning Classifications: (Current) Development (D) (Proposed) Restrictive Development (RD)

TMS#: 001800-07-002 P/O Property Owner: City of Columbia

Reason for the request: The change in zoning is requested to allow for a SCANA communications tower to be constructed on a portion of the property.

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

Date of Application: 8/7/2009 Applicant: Property Owner Authorized Agent

Phone #(s): work (803) 929-1070 _____

Signature: _____ *Signature on file* Printed Name: Pennington Law Firm, LLP c/o Kelli Graham

Street/Mailing Address: PO Box 2844, Columbia, SC 29202

8/7/2009	Application Received
9/24/2009	Newspaper Advertisement
9/23/2009	Notices Mailed

8/7/2009	Fee Received
9/28/2009	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

9/22/09	First Reading	10/13/09	Public Hearing		Second Reading		Third Reading
---------	---------------	----------	----------------	--	----------------	--	---------------

Results: _____

COUNTY OF LEXINGTON, SOUTH CAROLINA
Department of Community Development
County Administration Building (803) 785-8121
212 South Lake Drive Ste. 401 Lexington, South Carolina 29072

STAFF SUMMARY

ZONING MAP AMENDMENT #M09-05

Description of the Amendment: This Map Amendment request is for a change in zoning classification from D (Development) to RD (Restrictive Development) for a portion of TMS# 001800-07-002. This portion is approximately 1.5 acres in size. The entire parcel is approximately 86 acres in size. The proposed tower is 195 feet in height with a monopole design. The proposed tower meets all applicable buffering restrictions in the Lexington County Zoning Ordinance.

Character of the Area: Murray Landing Shopping Center is across North Lake Drive. The subject parcel is owned by the City of Columbia and is approximately 86 acres in size. Richland County line is about 800 feet north of this parcel. The proposed location of the tower is about 250 feet from the edge of right-of way of North Lake Drive. The nearest residential use is over 600 feet away from the proposed location of the tower.

Zoning History: This Map Amendment is in the Seven Oaks/Dutch Fork planning area zoned in 1971/1974. There have been approximately eight map amendments in the immediate area since zoning was adopted.

Council District: Six-Council Member Johnny Jeffcoat

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

EXCERPTS TAKEN FROM:

LEXINGTON COUNTY



ZONING ORDINANCE

March 11, 2009

21.30 Permitted Uses by District

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

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

Extremely Hazardous Materials as regulated by Article 3
Mining Operations as regulated by Article 8
Mobile Home Parks as regulated by Article 7
Sexually Oriented Businesses as regulated by Article 10

21.31 Chart of Permitted Activities by District

Those activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance.

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Administrative Offices
					✓		✓	✓	✓	✓	Advertising Signs
				✓	✓	✓	✓	✓	✓	✓	Airports
			✓	✓	✓				✓	✓	Animal Operations
		✓		✓	✓		✓	✓	✓	✓	Boat Docks
					✓				✓	✓	Bus and Transit Terminals
					✓			✓	✓	✓	Business Services
	✓	✓	✓	✓	✓			✓	✓	✓	Cemeteries
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Churches
					✓				✓	✓	Communication Towers
✓	✓	✓	✓	✓	✓			✓	✓	✓	Community Education
					✓			✓	✓	✓	Construction Services
			✓	✓	✓				✓	✓	Crops
					✓				✓	✓	Detention Centers
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Essential Services (Limited)
	✓	✓	✓	✓	✓			✓	✓	✓	Essential Services (Extensive)
✓			✓	✓	✓			✓	✓	✓	Fancier's Kennel/Cattery
				✓	✓			✓	✓	✓	Food Services
					✓			✓	✓	✓	General Repair and Maintenance Services
					✓		✓	✓	✓	✓	General Retail (Limited)
					✓			✓	✓	✓	General Retail (Extensive)
✓###	✓###	✓###	✓###	✓	✓	✓	✓	✓	✓	✓	Golf Courses
✓#	✓#	✓#	✓#	✓	✓		✓	✓	✓	✓	Group Assembly (Limited)
				✓	✓			✓	✓	✓	Group Assembly (Intermediate)
					✓			✓	✓	✓	Group Assembly (Extensive)
		✓	✓	✓	✓	✓	✓	✓	✓	✓	Group Housing
					✓		✓	✓	✓	✓	Hospitals
			✓	✓	✓			✓	✓	✓	Kennels, Catteries, and Stables
					✓				✓	✓	Landfills (Limited)
					✓				✓	✓	Landfills (Intermediate)
					✓				✓	✓	Landfills (Extensive)
					✓			✓	✓	✓	Manufacturing (Light Assembly)
					✓				✓	✓	Manufacturing (Limited)
					✓				✓	✓	Manufacturing (Intermediate)
					✓				✓	✓	Manufacturing (Extensive)
					✓			✓	✓	✓	Marinas
					✓	✓	✓	✓	✓	✓	Medical Services
					✓				✓	✓	Military Installations
			✓		✓			✓	✓	✓	Mining (Limited)
					✓				✓	✓	Mining (Intermediate)
					✓				✓	✓	Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Mini-Parks
					✓			✓	✓	✓	Mini-Warehouses
	✓	✓	✓	✓	✓		✓	✓	✓	✓	Mobile Homes
		✓			✓			✓	✓	✓	Mobile Home Parks (Limited) *
		✓			✓			✓	✓	✓	Mobile Home Parks (Extensive) *
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Natural Reserves
				✓	✓	✓	✓	✓	✓	✓	Non-Assembly Cultural
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
					✓		✓	✓	✓	✓	Personal Convenience Services
			✓	✓	✓	✓	✓	✓	✓	✓	Plant Nurseries

Current Zoning

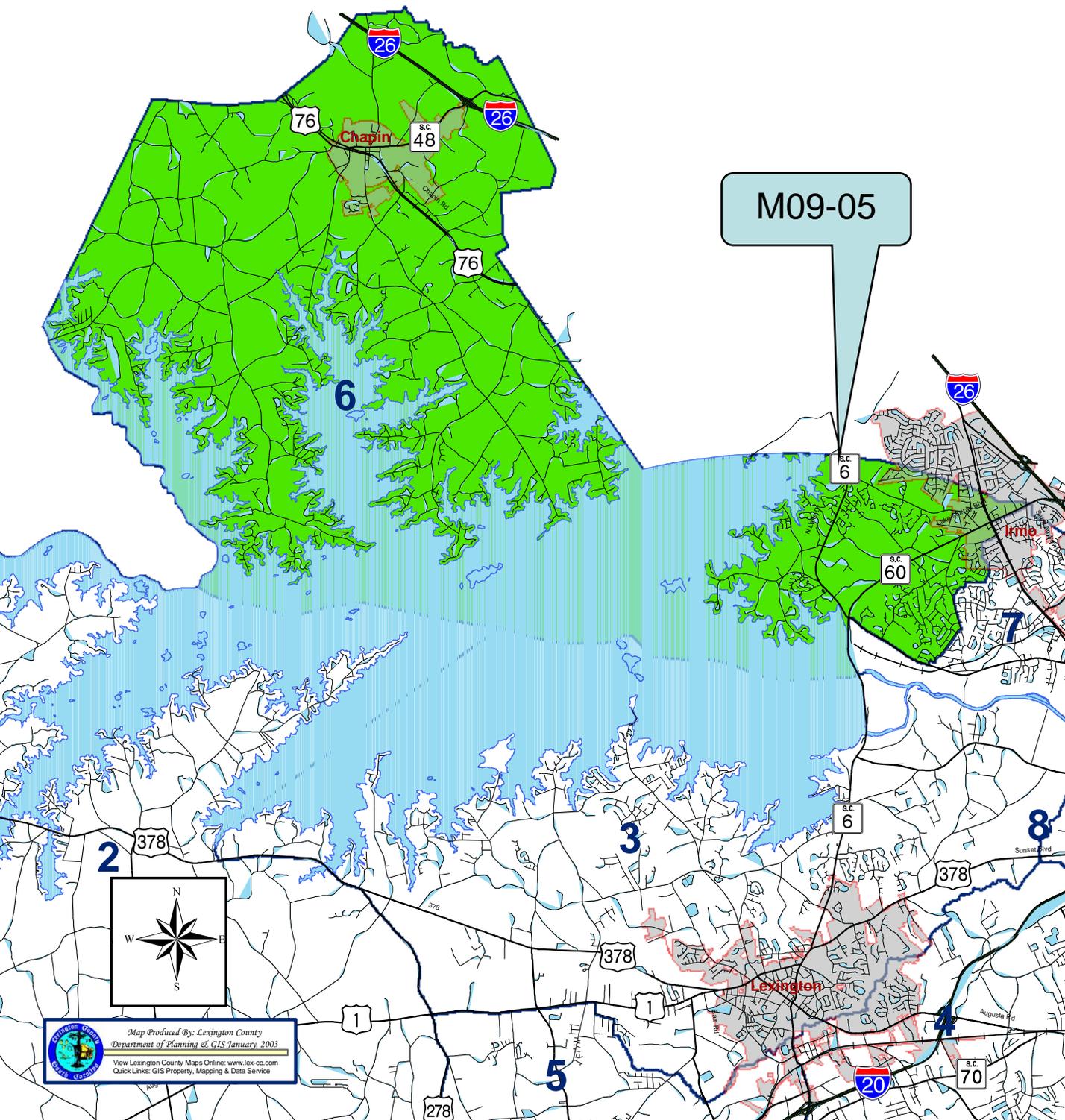
Proposed Zoning

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES	
					✓				✓	✓		Power Plants
					✓	✓	✓	✓	✓	✓		Professional Services
					✓				✓	✓		Radioactive Materials Handling
					✓				✓	✓		Railroad
					✓				✓	✓		Recycling Centers
					✓			✓	✓	✓		Research Services
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		Residential Detached
	✓	✓			✓	✓	✓	✓	✓	✓		Residential Attached (2 dwelling units)
		✓			✓			✓	✓	✓		Residential Attached (3 or more dwelling units)
		✓			✓			✓	✓	✓		Retirement Centers/Assisted Living
					✓				✓	✓		Salvage/Wrecking Yard
					✓				✓	✓		Scrap Operations
					✓		✓	✓	✓	✓		Business Parks
					✓			✓	✓	✓		Shopping Centers
					✓				✓	✓		Industrial Parks
					✓			✓	✓	✓		Towing and Impoundment Lot
					✓			✓	✓	✓		Trade Enterprises
					✓			✓	✓	✓		Transient Habitation
					✓			✓	✓	✓		Transport and Warehousing (Limited)
					✓			✓	✓	✓		Transport and Warehousing (Extensive)
					✓		✓	✓	✓	✓		Transport Services
					✓			✓	✓	✓		Undertaking
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		Utilities
					✓			✓	✓	✓		Vehicle Parking
					✓			✓	✓	✓		Vehicle Repair
					✓			✓	✓	✓		Vehicle Sales
					✓		✓	✓	✓	✓		Vehicle Servicing (Limited)
					✓			✓	✓	✓		Vehicle Servicing (Extensive)
				✓	✓			✓	✓	✓		Veterinarian
				✓	✓				✓	✓		Zoos

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

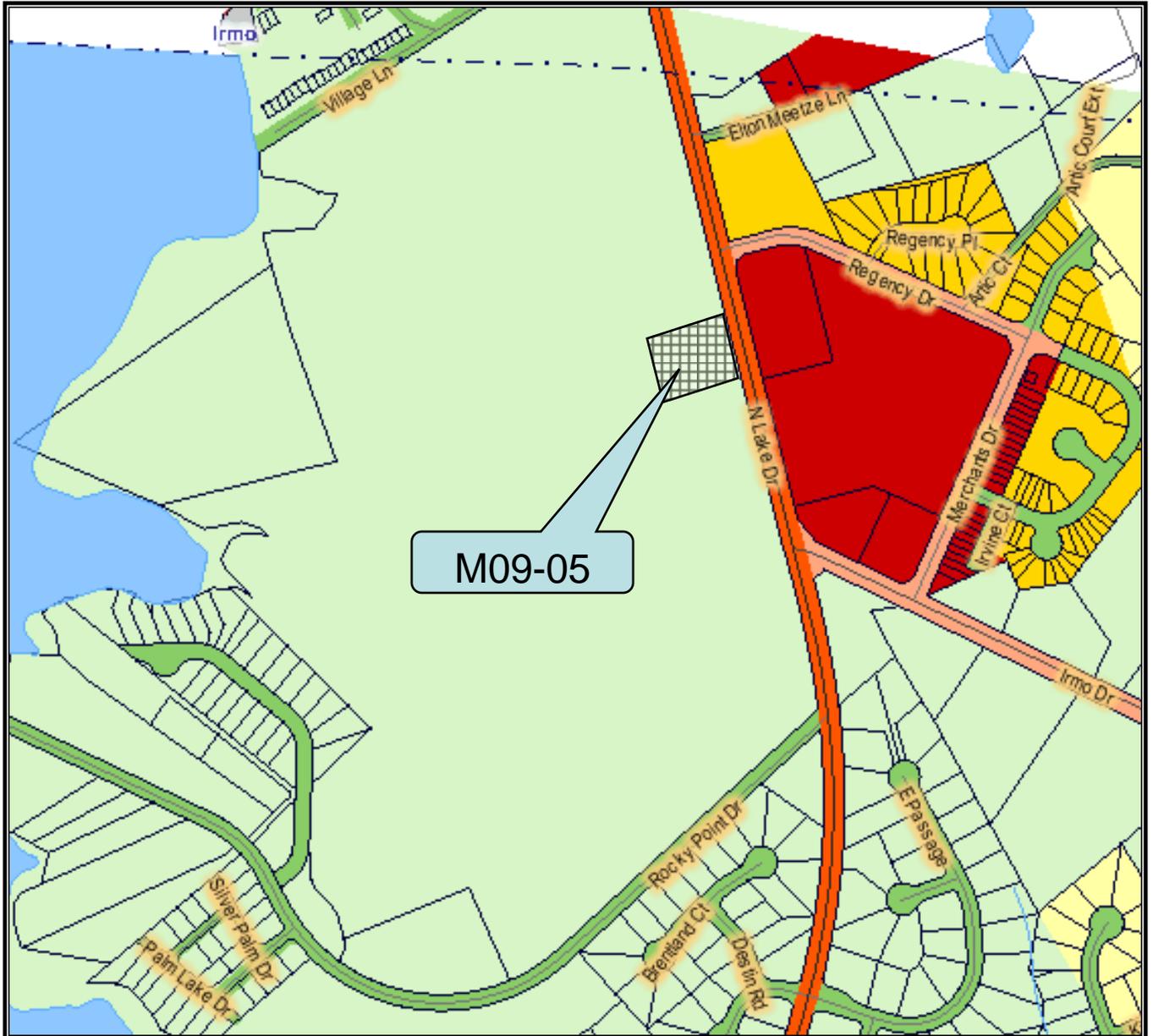
The permitting of this activity in these districts is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

Lexington County Council District 6



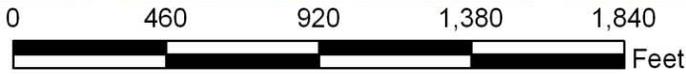
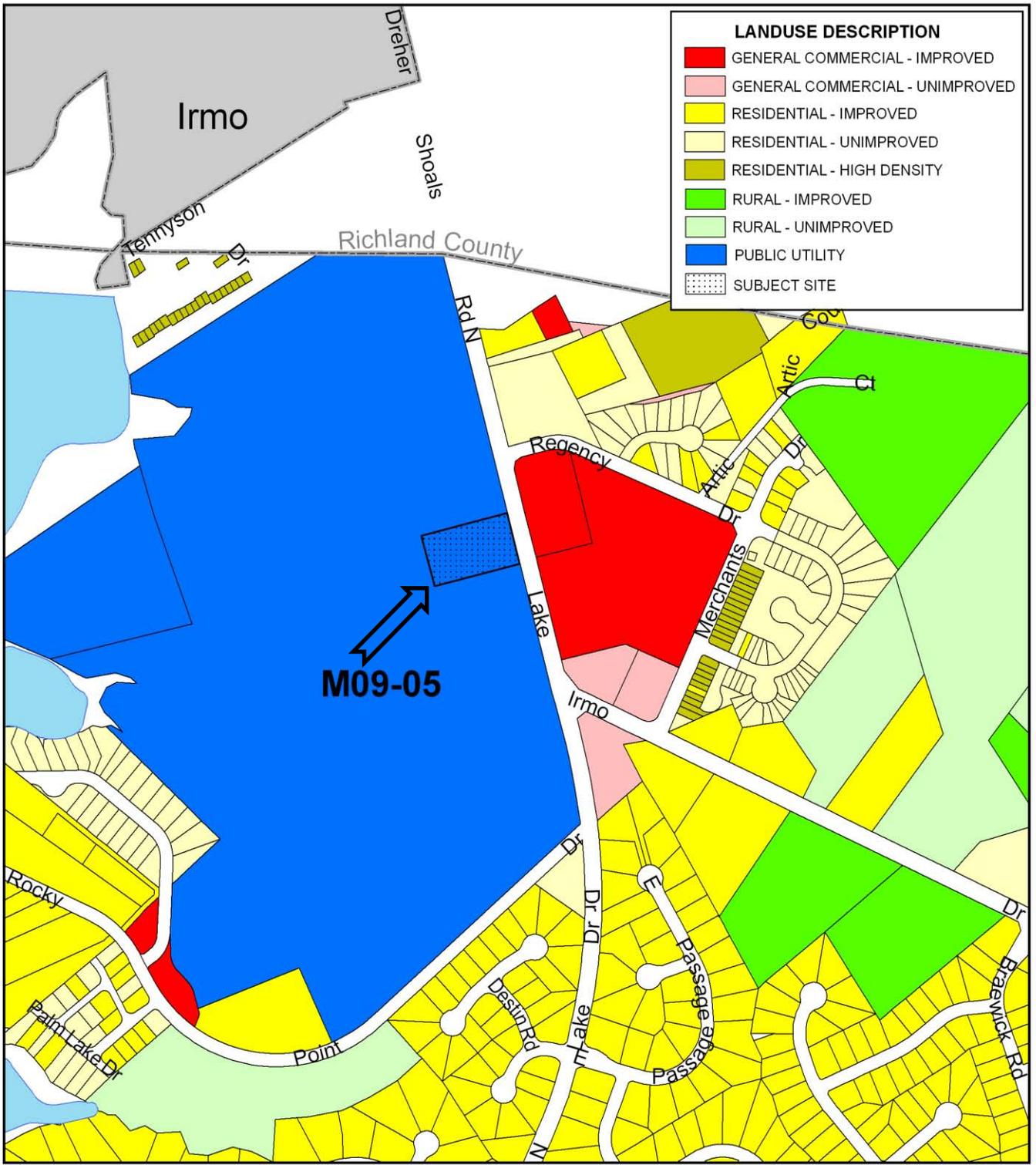
M09-05

Zoning Map Amendment Application M09-05



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development



**Existing Landuse
Map Amendment # M09-05**

Zoning Map Amendment Application M09-05



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