

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, June 15, 2010**  
**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.**

**2:20 p.m. - 2:25 p.m. - Justice**

- (1) Approval of Minutes - Meeting of April 27, 2010 ..... **A**
- (2) Old Business/New Business
- (3) Adjournment

**2:25 p.m. - 2:30 p.m. - Public Works**

- (1) 319 Grant TMDL Implementation at Hollow Creek Watershed Grant Award - Public Works - Sheri Armstrong, Stormwater Manager ..... **B**
- (2) Approval of Minutes - Meeting of April 27, 2010 ..... **C**
- (3) Old Business/New Business - Traffic Congestion, Alternate Material for Road Swells, New Road - Corley Mill/Riverchase, Assessment of Ponds Inventory
- (4) Adjournment

**2:30 p.m. - 2:45 p.m. - Solid Waste**

- (1) Proposed Rates - Wood Mulch Sales - Solid Waste Management - David L. Eger, Director..... **D**
- (2) Old Business/New Business
- (3) Adjournment

**2:45 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Overview of the Operations of the Columbia Metropolitan Convention Center - Ric Luber, President & CEO - Midlands Authority for Conventions, Sports & Tourism..... **E**
- (2) Resolution in Support of the Emergency Planning for the VC Summer Nuclear Plan and Proposed Expansion..... **F**
- (3) Approval of Minutes - Meetings of April 27, 2010 and May 11 and May 18, 2010 Budget Worksessions ..... **G**
- (4) Possible Executive Session if Time Permits

- (5) Old Business/New Business - Local Contractors Procurement, Fire Service Volunteer Incentives
- (6) 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.**

**Justice**

S. Davis, Chairman  
J. Carrigg, Jr., V Chairman  
B. Derrick  
B. Keisler  
J. Kinard

**Public Works**

B. Derrick, Chairman  
J. Carrigg, Jr., V Chairman  
B. Keisler  
B. Banning, Sr.  
J. Kinard

**Solid Waste**

D. Summers, Chairman  
T. Cullum, V Chairman  
S. Davis  
J. Jeffcoat  
J. Kinard

**Committee of the Whole**

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

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**

**Tuesday, June 15, 2010**

**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**

**Resolution ..... H**

(1) James Randall Davis, Jr.

**Appointments ..... I**

**Bids/Purchases/RFPs**

(1) Replace 13 Overhead Bay Doors at the Fleet Services Building - Building Services ..... **J**

(2) Morgue Transportation Services - Coroner's Office ..... **K**

(3) Ambulances - Term Contract - Public Safety/EMS ..... **L**

(4) Construction of Lake Murray and Chapin Fire Stations - Public Safety/Fire Service ..... **M**

(5) Dogwood Road Improvements - Public Works ..... **N**

(6) Audio/Video System - Sheriff's Department ..... **O**

(7) Two (2) Boats with Equipment and Installation - Sheriff's Department ..... **P**

**Approval of Minutes - Meetings of May 11 and 25, 2010 ..... Q**

**Ordinances**

- (1) Ordinance 10-3 - An Ordinance to Authorize Installment Payment of Real Property Taxes Pursuant to South Carolina Code Section 12-45-75 - 3<sup>rd</sup> and Final Reading.....**R**
- (2) Ordinance 10-4 - An Ordinance Adopting an Annual Budget for Fiscal Year 2010-11- 3<sup>rd</sup> and Final Reading ..... **S**

**Committee Reports**

**Public Works, B. Derrick, Chairman**

- (1) 319 Grant TMDL Implementation at Hollow Creek Watershed Grant Award - **Tab B**

**Solid Waste, D. Summers, Chairman**

- (1) Proposed Rates - Wood Mulch Sales - **Tab D**

**Committee of the Whole, J. Kinard, Chairman**

- (1) Fundraising Activity Guidelines as Established by the Fire Service Leadership Team ..... **T**
- (2) Resolution in Support of the Emergency Planning for the VC Summer Nuclear Plan and Proposed Expansion - **Tab F**

**Budget Amendment Resolutions**

**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.**

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

## Grant Request Summary Form

**Title of Grant:** 319 Grant TMDL Implementation Hollow Creek Watershed

**Fund:** 2710 Stormwater Improvements - Hollow Ck **Department:** 121400 Public Works / Stormwater Management  
*No. Title No. Title*

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

**Grant Overview:** A fecal coliform pollutant load reduction of approximately 99% at Water Quality Monitoring Station S-306 will be required to meet clean water standards as specified in the TMDL Hollow Creek Watershed Report, 2005. Section 319 Grant funds are available at this time to pursue TMDL implementation. Future Section 319 Grant fund availability is unknown. Fecal coliform pollutant load reduction in Hollow Creek Watershed will have direct impact on the water quality of Lake Murray, impacting the quality of life and local economics in Lexington County. This project proposes to install Best Management Practices (BMPs) in Hollow Creek Watershed to reduce the fecal coliform entering Hollow Creek and its tributaries. Stream protection BMPs associated with farm and wildlife animals may include a combination of a number of the following methods: stream bank fencing, riparian forest buffers, stream crossings and alternative water sources. SCDHEC provides 60% of the total project costs. The 40% match is intended to include several funding partners to minimize the County's expenses. In-kind services (labor and equipment) by all partners in proposed to minimize actual cash expenditures by all partners, including the County.

**Grant Period:** June 15, 2010 to June 15, 2013

**Responsible Departmental Grant Personnel:** Sheri Armstrong, Stormwater Manager

**Date Grant Information Released:** December 21, 2009 **Date Grant Application Due:** March 1, 2010

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

<b>Personnel</b>	\$	28,738.00
<b>Operating</b>	\$	98,000.00
<b>Capital</b>	\$	448,000.00
<b>Total</b>	\$	<u>574,738.00</u>

**Local Match Required:** Yes  No

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

60	\$344,800.00	* In-kind and cash match
40	\$229,938.00	
%	\$ Amount	

- \* 25,000 - Cash match from the County (possibility of increasing to \$45,000)
  - \* 28,738 - In-kind match from salaries that are paid in the General Fund
  - \* 176,200 - In-kind match from partners and landowners involved in this project
- 229,938

**Requirements at the End of this Grant (please explain in detail):** Project closure documentation.

Dept. Preparer:	SA	5/27/2010
Dept. Approval:	JF	5/27/2010
Finance Approval:	AD	6/2/2010
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON**  
**319 GRANT TMDL IMPLEMENTATION**  
**Annual Budget**  
**FY 2009-10 Estimated Revenue**

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	Recommend 2009-10	Approved 2009-10
<b>* PW - 319 Grant TMDL Implementation 2710:</b>								
<b>Revenues:</b>								
457000	Federal Grant Income					344,800	344,800	344,800
801000	Op Trn From General Fund/LE					25,000	45,000	45,000
	In-kind Match (County Only)					28,738	28,738	28,738
	In-kind Match (partners, landowners, EQUIP & CDBG )					176,200	176,200	176,200
	<b>** Total Revenue</b>					<u>574,738</u>	<u>594,738</u>	<u>594,738</u>
	<b>***Total Appropriation</b>					574,738	574,738	574,738
FUND BALANCE								
	Beginning of Year					<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected								
	End of Year					<u>0</u>	<u>20,000</u>	<u>20,000</u>

**COUNTY OF LEXINGTON**  
**319 GRANT TMDL IMPLEMENTATION**  
**Annual Budget**  
**Fiscal Year - 2009-10**

Fund: 2710  
Division: Public Works  
Organization: 121400 - Stormwater Management

		<b>BUDGET</b>					
Object Code	Expenditure Classification	2007-08 Expend	2008-09 Expend (Jun)	2008-09 Budgeted (Jun)	2009-10 Requested	2009-10 Recommend	2009-10 Approved
<b>Personnel</b>							
510100	Salaries & Wages				24,252	24,252	24,252
511112	FICA - Employer's Portion				1,855	1,855	1,855
511113	State Retirement - Employer's Portion				2,277	2,277	2,277
511130	Workers Compensation				354	354	354
<b>* Total Personnel</b>					<b>28,738</b>	<b>28,738</b>	<b>28,738</b>
<b>Operating Expenses</b>							
520300	Professional Services				50,900	50,900	50,900
520400	Advertising & Publicity				3,800	3,800	3,800
520800	Outside Printing				600	600	600
523100	Building Rental				1,000	1,000	1,000
525100	Postage				2,800	2,800	2,800
525210	Conference, Meeting & Training Expense				33,900	33,900	33,900
	Soil and Water Conservation District In-kind				5,000	5,000	5,000
<b>* Total Operating</b>					<b>98,000</b>	<b>98,000</b>	<b>98,000</b>
<b>** Total Personnel &amp; Operating</b>					<b>126,738</b>	<b>126,738</b>	<b>126,738</b>
<b>Capital</b>							
5AA600	Water Troughs				30,000	13,600	13,600
5AA601	Heavy Use Area Protection				40,000	42,400	42,400
5AA602	Septic Repairs/Replacements				168,000	173,000	173,000
5AA603	Wildlife BMP's				20,000	5,000	5,000
5AA604	Wells				40,000	25,200	25,200
5AA605	Piping				50,000	19,200	19,200
5AA606	Fencing				100,000	52,000	52,000
5AA607	Staking Shed				0	41,000	41,000
5AA608	Manure Compost Facility				0	45,000	45,000
5AA609	Stream Crossing				0	4,000	4,000
5AA610	Streambank Stabilization				0	27,600	27,600
<b>** Total Capital</b>					<b>448,000</b>	<b>448,000</b>	<b>448,000</b>
<b>*** Total Budget Appropriation</b>					<b>574,738</b>	<b>574,738</b>	<b>574,738</b>

**SECTION V - PROGRAM OVERVIEW**

**319 Grant TMDL Implementation Hollow Creek Watershed**

Lexington County Public Works Department, Stormwater Division will be the lead organization for this project. The Stormwater Division works under the direction of Lexington County Council. The Hollow Creek has been in the South Carolina's Section 303d List for impaired waterbodies with fecal coliform bacteria impairments. A Total Maximum Daily Load (TMDL) for fecal coliform bacteria was developed for three (3) sampling sites within the Hollow Creek Watershed located at S-977, S-976, & S-306. By developing quality land practices, community cooperation and educational programs, the County will work to restore and protect Hollow Creek. The TMDL for these sites calls for fecal coliform load reduction of 99%. Nonpoint sources have been identified as the main contributors of fecal coliform bacteria contamination for these sites. Lexington County will partner with Natural Resource Conservation Services, Soil and Water Conservation District, Hollow Creek Watershed, Lake Murray Association, Saluda County and land owners to educate and implement best management practices in the watershed.

**Staffing Level**

		Grade
1 Stormwater Manager	with insurance	25
1 Environmental Coordinator	with insurance	18
1 Engineering Associate II	with insurance	13

**Cooperating Agencies**

Natural Resource Conservation Services, NRCS  
Soil and Water Conservation District  
Hollow Creek Watershed  
Lake Murray Association  
Saluda County

**SECTION VI. – LINE ITEM NARRATIVES**

**SECTION VI. C. – OPERATING LINE ITEM NARRATIVES**

**520300 – Professional Services **\$50,900****

Consulting Services to include project oversight, and reporting, and lead with Department of Health and Environmental Control, DHEC of procedural standards. MACTEC will assist NRCS with Conservation Plans, design of BMP's, and inspection of the installed BMP's. MACTEC will provide database development, manage process of individual projects, attend onsite and public meetings, and liaison with Group Solutions for meeting agendas.

**520400 – Advertising & Publicity **\$3,800****

Brochures/Handouts, Door Hangers/Flyers, Newspaper Advertisements, Promotional Items

**520800 – Outside Printing **\$600****

Copies

**523100 – Building Rental **\$1,000****

Rental of Community Building

**520800 – Postage **\$2,800****

Postage

**525210 – Conference, Meeting, & Training Expense **\$33,900****

Group Solutions will persuade behavioral change through focus groups to determine barriers in order to increase voluntary participation by landowners (both septic homeowners and farmers). Tabletop display board, supplies for the meetings, and refreshments will also be purchased.

**Soil and Water District In-kind Services **\$5,000****

Assist with education and outreach to farmers in the watershed. Assist NRCS with proper installation of agricultural BMPs and accept phone calls with agricultural technical assistance.

**SECTION VI. D. – CAPITAL LINE ITEM NARRATIVES**

**CAPITAL REQUESTS**

<b>5AA600 – WATER TROUGHS</b>	<b>\$13,600</b>
Holding tanks for the drinking water for live stock.	
<b>5AA601 – HEAVY USE AREA PROTECTION</b>	<b>\$42,400</b>
To stabilize heavily traveled areas currently barren of vegetation.	
<b>5AA602 – SEPTIC REPAIRS/REPLACEMENTS</b>	<b>\$172,000</b>
To repair or replace failing septic system within the Hollow Creek Watershed.	
<b>5AA603 – WILDLIFE BMP'S</b>	<b>\$5,000</b>
Bmp's to discourage wildlife from long term exposure to wetlands, creeks, ponds etc...	
<b>5AA604 – WELLS</b>	<b>\$25,200</b>
Alternative water source to provide drinking water to live stock.	
<b>5AA605 – PIPING</b>	<b>\$19,200</b>
Used to convey the well water to watering troughs.	
<b>5AA606 – FENCING</b>	<b>\$52,000</b>
Agricultural BMP to be used on lands to fence live stock from direct access to Hollow Creek.	
<b>5AA607 – STAKING SHEDS</b>	<b>\$41,000</b>
Areas to store chicken, cattle, and horse manure to protect from direct contact with stormwater runoff.	
<b>5AA608 – MANURE COMPOST FACILITY</b>	<b>\$45,000</b>
Two step process using chicken manure to produce quality compost.	
<b>5AA609 – STREAM CROSSING</b>	<b>\$4,000</b>
Means to allow live stock to move from one pasture to another with loitering in the creeks and streams.	
<b>5AA610 – STREAMBANK STABILIZATION</b>	<b>\$27,600</b>
Areas along the creek and streams barren of vegetation planted with grasses, shrubs, and trees.	



Grant Agreement Number: \_\_\_\_\_

Aims Number: \_\_\_\_\_

**GRANT AGREEMENT**  
Between  
**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
**BUREAU OF WATER, SECTION 319 NONPOINT SOURCE PROGRAM**  
And  
**LEXINGTON COUNTY**

This Grant is a Cooperative Agreement that shall be **effective for 36 months** between the South Carolina Department of Health and Environmental Control, Office of Environmental Quality Control (SC DHEC) and **Lexington County** (hereinafter referred to as the Grantee).

The parties to this Agreement agree as follows:

**A. SCOPE OF SERVICES**

**Lexington County** will implement the **Section 319 Grant Project #4E, FY 2009 (Incremental Allocation)** titled "**Hollow Creek Watershed Water Quality Improvement Project.**" See *Attachment 1* for the detailed workplan for this project.

**B. TIME OF PERFORMANCE**

This Agreement will be **effective beginning on the date of the last signature and will terminate 36 months from the effective date.** SC DHEC reserves the right to extend the term of the Grant Agreement and such extension will be issued in written amendment prior to the agreement expiration date and are dependent upon subsequent availability of funds.

**C. COMPENSATION**

**1. Grant Award**

SCDHEC agrees to reimburse the Grantee, following the submittal of the above items each quarter, for all allowable costs incurred, on a quarterly basis (January, April, July and October), up to 90% of the total grant award, provided the total amount paid under this Agreement does not exceed **\$344,800**. Payment will not be made until the quarterly reporting requirements addressed in Section D below have been met. The balance of the grant award will be paid after all FINAL reports, documentation, and invoices have been submitted and approved by the authorized SC DHEC staff.

**2. Source of Funds**

Compensation for performance of services will be reimbursed with funds made available from the US Environmental Protection Agency through Cooperative Agreement **C9994629-09**, Section 319(h) Nonpoint Source Pollution, Assistance Program CFDA Number 66.460, Nonpoint Source Implementation.

DHEC's Point of Contact for financial information regarding payments made under this contract:

Ronnie Belleggia, Assistant Bureau Director  
Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201-1708

**Contact the DHEC 319 Grant Program directly** for questions regarding invoices, MBE/WBE forms, quarterly reporting, and/or as an initial point of contact for any basic contract questions. Contact information is as follows:

Meredith Murphy  
SC DHEC Bureau of Water  
319 Grant Program  
2600 Bull Street  
Columbia, SC 29201-1708  
Phone: (803) 898-4222

### **3. Reimbursement Limitation**

SCDHEC's financial obligations to the Grantee are limited by the amount of federal funding awarded in Section C, 1: Grant Award and as outlined in Attachment 1. If the Grantee incurs costs in anticipation of receiving additional funds from SCDHEC, it does so at its own risk.

### **4. Travel**

If travel expenses are incurred as a direct and reasonable cost in the performance of services under this agreement, the contractor must invoice SCDHEC for reimbursement at the State rate in effect during the period of the agreement for lodging, mileage, and per diem rates. Reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC. All travel expenses are included in the budget found in Attachment 1. Please see Section F, Administrative Terms and Conditions, #28 for additional travel-related cost information.

## **D. REPORTING REQUIREMENTS**

### **1. Periodic Grantee Reporting**

#### **a. Quarterly Reporting**

Once every three (3) months during the Agreement period and following the performance of services described in Section A, the Grantee MUST submit to SC DHEC the following three items (due January 5, April 5, July 5, and October 5) BEFORE payment will be made. Information included on the following should reflect activities and expenses incurred during the prior quarter (for example, the paperwork due April 5 covers the January 1- March 31 timeframe. Additionally, these items MUST be submitted using forms and guidelines provided by SCDHEC staff.

**Quarterly Invoices:** Quarterly requests for payment. All invoices submitted by the Grantee should report the amount of the federal and non-federal funds expended.

**Quarterly Progress Reports:** As required by EPA, the Grantee agrees to furnish a progress report to SC DHEC for every three-month period contained in the agreement. This report will describe the progress of objectives and milestones as stated in the workplan. Reports should include information on all activities occurring within the past quarter. Any difficulties, successes or delays should be noted and described in the report as well.

**Quarterly Load Reduction Reports:** The grantee agrees to furnish project-specific BMP implementation data. These reports will include worksheets and charts that outline all best management practices (BMPs) installed through activities outlined in Section A. These forms will be provided to the Grantee by SCDHEC staff. Information gathered on these forms is used by SCDHEC staff to calculate pollutant load reductions for the project, which will be entered into EPA's Section 319 Nonpoint Source Program national database.

**b. Semi-annual Reporting**

Twice a year (semi-annually) during the Agreement period and following the performance of services described in Section A, the Grantee MUST submit a MBE/WBE Form to SC DHEC (due April 5th & October 5th). The MBE/WBE MUST be submitted using forms and guidelines provided by SCDHEC staff. Reconciled MBE/WBE forms which list the names and addresses of all Minority, Woman, or Other owned business enterprises which were expended for any project expense excluding Personnel Expenses, Fringe Expenses, or Travel Expenses. EVERY procurement outside of Personnel, Fringe or Travel MUST be included on the MBE/WBE form and it must reconcile with the prior submitted invoices.

**2. Final Reporting**

Upon the end of the grant, the Grantee agrees to submit a Closeout (final) report that adheres to US EPA Project Closeout Guidelines.

**Final Technical Project Report** due 30 days after grant ending date.

**Final Invoice and Matching Report** due 30 days after grant ending date. The Grantee's final invoice will reflect the balance of the allowable reimbursable costs and the total project match calculations.

**Final Financial Report** due 45 days after grant ending date.

The recipient agrees to use recycled paper for all reports, which are prepared as a part of this agreement and delivered to EPA (see *Section F: Administrative Terms and Conditions* for recycling terms).

**E. PROGRAMMATIC CONDITIONS**

**1. Site Visits**

The Grantee is subject to site visits from DHEC in an effort to monitor compliance with this agreement. These visits will occur, at a minimum, on an annual basis, but may occur more frequently if deemed necessary.

**2. QAPP**

As required by EPA, all projects that obtain or generate environmental data must have an approved quality assurance project plan (QAPP) no later than 120 days from the date of the award and **before** water quality monitoring begins. No water quality monitoring may begin until detailed monitoring plans and protocols have been submitted by the grantee and approved by the 319 Program staff and SCDHEC's Office of Quality Assurance.

**3. Geospatial Data**

As required by EPA, all geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards can be found at [www.fgdc.gov](http://www.fgdc.gov).

#### **4. Cost shared BMPs**

As required by EPA, projects with Agricultural Best Management Practices (BMPs), that involve cost shared installation of best management practices, the grantee and cooperating agencies are authorized to use average costs, in accordance with procedures established in Title 120 of the USDA Natural Resources Conservation Service General Manual, for establishing and documenting the costs for agricultural BMPs.

#### **5. Animal Feeding Operations**

As required by EPA, any Animal Feeding Operation (AFO) that receives financial assistance pursuant to this grant must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with water of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; 9) addresses rates and timing of land application of manure and wastewater. SC DHEC approval of the Plan must be obtained before cost share funds are dispensed to the producer. Producers that have approved plans should provide permit number so that its existence may be verified.

#### **6. Maintenance**

As required by EPA, the Grantee shall ensure that any on-the-ground Best Management Practices that are funded with Section 319 grant dollars are properly operated and maintained for the normal expected useful life of the practice.

#### **7. Match**

The Grantee agrees to match the federal funds with a minimum of **\$229,938** in non-federal funds. This represents forty percent (**40%**) of the total project cost.

#### **8. Outputs**

Informational materials, including but not limited to reports, manuals, brochures, fact sheets, newsletters, posters, videos, and Internet home pages, produced under a project funded by a Section 319 Grant must acknowledge SC DHEC and the US EPA as the funding source by including this phrase, **“This project was funded wholly or in part by the US EPA under a Section 319 Grant through the SC Department of Health and Environmental Control (SC DHEC).”**

### **F. ADMINISTRATIVE TERMS AND CONDITIONS**

#### **1. Adherence to Federal Regulations**

The Grantee will comply with the federal regulations as described in 40 CFR Part 31: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The provisions of the agreement are contingent upon any possible revision of federal regulations and requirements governing 319(h) Non-point Source Grants.

## **2. Amendments**

Any change to this Agreement is considered an amendment to the Agreement, which must be mutually agreed to and executed in the same manner as the original Agreement.

## **3. Appropriations**

Funds for this Agreement are payable from Federal appropriations. In the event sufficient appropriations are not made to pay the charges under this Agreement, it shall terminate without any further obligation by DHEC.

## **4. Audit**

All Grantees (sub-recipients), except for profit entities, that expend \$500,000 or more in Federal awards from all sources during their fiscal year shall have a single or program, specific audit conducted for that fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, dated June 27, 2003.

The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The Grantee agrees to send one copy of any audit conducted under the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, dated June 27, 2003, to:

SC DHEC  
Office of Internal Audits  
2600 Bull Street  
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to SC DHEC's Office of Internal Audits.

Non-Federal entities that expend less than \$500,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

A grantee is prohibited from charging the cost of an audit to Federal Awards if the contractor expended less than \$500,000 from all sources of federal funding in the contractor's fiscal year. If the contractor expends less than \$500,000 in federal funding from all sources in the contractor's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit be sent to:

SCDHEC Bureau of Water  
319 Grant Program  
2600 Bull Street  
Columbia, SC 29201

*As a sub-recipient, if you utilize an indirect cost rate, you must provide a copy of the approved indirect cost rate letter from your federal cognizant agency, OR an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this grant.*

## **5. Audit<sup>2</sup>**

Grantees 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 Grant conditions. Such engagements may not be paid for by SC DHEC pass-through funds.

## **6. Confidentiality**

The Grantee 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 Grantee 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.

The Grantee and the Grantee's employees/agents may be required to sign DHEC's Confidentiality Agreement (DHEC form #0321). Alternatively, if the Grantee 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. Unauthorized disclosure of confidential information not consisting of protected health information must be immediately reported to the DHEC Contract Officer, 2600 Bull Street, Columbia, SC 29201.

## **7. Conflict of Interest**

Personnel and other officials connected with this Grant shall adhere to the requirements given below:

- a. **Advice** No official or employee of a state or unit of local government or of non-government Grantees/sub-Grantees shall participate personally through decision,

approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding application, request for a ruling or other determination, agreement, Grant cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to the person's knowledge or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee of any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

- b. **Appearance** In the use of these agreement funds, officials or employees of state or local units of government and non-governmental Grantees/sub-Grantees shall avoid any action which might result in, or create the appearance of: 1) using the person's official position for private gain; 2) giving preferential treatment to any person; 3) losing complete independence or impartiality; 4) making an official decision outside official channels; or 5) affecting adversely the confidence of the public in the integrity of the governmental or the program.

### **8. Copyright**

SC DHEC shall have sole ownership and copyright for any tangible product developed under this agreement. SC DHEC shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data or other materials prepared under this Agreement. This should not be construed to prevent the Grantee from publishing and referencing the product.

### **9. Debarment**

Grantee 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.

### **10. Demonstration of Progress and Eligibility**

Upon request, the recipient (Grantee) shall demonstrate to SC DHEC satisfactory progress in meeting the schedule of milestones and continuing eligibility for Section 319(h) Grants. Such demonstration may include providing information, data, and reports as outlined in this agreement, or as deemed necessary by SC DHEC.

### **11. Discrimination**

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SC DHEC.

### **12. Drug-free Workplace**

The Grantee must certify to SC 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 person'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 Grant Agreement 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 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 the SC 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.

### **13. Equipment**

Title to equipment will vest with grantee based on consistency with the Section 319 Program and provided that the conditions outlined in 40 CFR Part 31.32 are followed. Equipment may be utilized by other cooperating entities, as long as equipment usage is consistent with the Section 319 Program and federal guidelines. For purposes of this agreement, equipment is defined as items of a permanent nature which can be used continuously and with a useful life of at least two years, and a cost of over \$2,500. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.

### **14. Hotel/Motel**

The Grantee agrees to ensure that all conference, meeting, convention or training space funded in whole or in part with Federal funds, complies with the protection and control guidelines of the Hotel Motel Fire Safety Act of 1990 (PL 101-391, as amended).

### **15. Indemnity**

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.

### **16. Law Applicable**

This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this agreement, the Grantee agrees to submit himself/herself to the jurisdiction of the courts of the State of South Carolina in all matters arising or to arise hereunder, including but not limited to performance of said Agreement and the payment of all licenses and trades of whatever kind or nature applicable thereto.

### **17. Liability**

The Grantee shall be responsible for any liability for loss of damage to person or property arising from acts of the Grantee or his employees in performance of this Agreement. Each of the parties agrees to maintain professional, malpractice and general liability insurance, and may be required to provide the other with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its respective employees. The Grantee agrees and understands that neither the Grantee, its employees nor agents is covered by any professional or tort liability insurance maintained by SC DHEC.

### **18. License/ Accreditation**

The parties agree that during the term of this Agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Grantee will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of the Grantee.

### **19. Lobbying Disclosure Act**

The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

The chief executive officer of the grantee's agency shall ensure that no grant funds awarded under this agreement are used to engage in lobbying of the federal Government or in litigation against the United States unless authorized under existing law. Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. .

### **20. Management Fees and Similar Charges**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work as outlined in Attachment 1.

### **21. Minority Business**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under assistance agreements contained in 40 CFR, Part 33.

- a. Fair Share Goals: The recipient accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair share" goals and objectives negotiated with EPA as follows:

Construction:	3.6% MBE	and 2.4% WBE
Services:	11.0% MBE	and 11.0% WBE
Goods/Equipment:	10.0% MBE	and 10.0% WBE
Supplies:	9.0% MBE	and 9.0% WBE

- b. Six Good Faith Efforts: Pursuant to 40 CFR, Section 33.3301, the Grantee agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-grantees also comply. Records documenting compliance with the six good faith efforts shall be retained:

- Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the Small Business Administration and the minority Business Development Agency of the Department of Commerce in finding DBEs.
- If the prime contractor awards subcontracts, require the prime contractor to take the steps in the paragraphs i. through v. above.

- c. Semi-Annual Reporting: The recipient agrees to submit MBE/WBE form, as provided by SCDHEC staff, beginning with the Federal fiscal year the recipient receives the award and continuing until the project is completed. These reports must be submitted semi-annually to *ATTN: 319 NPS Program, SCDHEC, Bureau of Water, 2600 Bull Street, Columbia, SC 29201* no later than April 5th and October 5th (see *Section C: Compensation, Grantee Reporting - Semi-annually*).

## **22. Penalty Clause**

All services listed within this Agreement are to be completed. In the event that all services are not fully rendered as provided for in the Agreement, any monies that have been paid by SC DHEC under the Agreement must be refunded to SC DHEC along with a 12% penalty.

## **23. 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 SC DHEC’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.

#### **24. Records Retention**

Records with respect to all matters covered by this Agreement shall be retained by the Grantee for six (6) years after the end of the Contract period, and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC or EPA. If an 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.

#### **25. Recycled Paper**

In accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 2, 2007), the recipient agrees to use recycled paper for all reports, which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by available through the General Services Administration.

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

#### **26. Sub-Grantee**

Work or services performed under this agreement may be sub-granted. However, the sub-Grantee is also subject to all of the terms and conditions described in this Agreement.

**27. Termination**

This Agreement may be terminated by either party by giving written notice at least 30 days prior to the effective date of such termination. SCDHEC may terminate this Agreement for cause, default or negligence on the part of the Grantee at any time without thirty days advance written notice.

**28. Travel**

The Grantee’s travel expenses, including room and board, incurred in connection with the services described in Attachment 1 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 this contract.

Due to travel reimbursement policy changes made by the State of South Carolina, effective on July 1, 2006, the State standard rate for hotels will be at the established Federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

**The parties to this agreement hereby agree to any and all provisions of the agreement as stated above.**

<b>SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL</b>	<b>LEXINGTON COUNTY</b>
BY:	BY:
TITLE: Deputy Commissioner Environmental Quality Control	TITLE:
DATE:	DATE:
WITNESS:	WITNESS:

**BUDGET**

Table 1 – Itemized Staffing Costs for Lead Organization

Position Title	Hourly Rate (excluding Fringe) OR Annual Salary (excluding fringe)	Number of Hours OR Number of Staffing Years	Total Salary Expenses (excluding fringe)
1. Project Manager (Stormwater Mgr)	\$35.06	300	\$10,518
2. Project Manager (Env. Coord.)	\$24.88	300	\$7,464
3. Administrative Assistant	\$13.20	475	\$6,270
<b>Totals</b>			\$24,252

Table 2 – Contractual Expenses

MACTEC Engineering & Consulting, Inc.	Federal 319 Grant	Non-Federal Match	Total Expenses
Task 1 – Project Oversight	\$10,650	\$10,180	\$20,830
Task 2 – Reporting	\$0	\$14,820	\$14,820
Task 3 – Social Marketing	\$32,100	\$0	\$32,100
Task 4 – Construction Inspection	\$15,250	\$0	\$15,250
<b>Sub-Total</b>	<b>\$58,000</b>	<b>\$25,000</b>	<b>\$83,000</b>
<b>Partners</b>			
LSWCD In-kind Labor	\$0	\$5,000	\$5,000
<b>Sub-Total</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>Contractual Totals</b>	<b>\$58,000</b>	<b>\$30,000</b>	<b>\$88,000</b>

Table 3 – Mileage Rates

Type of Approved Reimbursement Rate	A. Estimated Miles	B. Approved Rate/ Mile	A. x B. Total Mileage Cost
State Reimbursement	0	\$0.505	\$0.00

Table 4 – Budget Estimates

Cost category	Federal 319 Grant	Non-Federal Match	Total Cost
Salary (From Table 1)	\$0	\$24,252	\$24,252
Fringe	\$0	\$4,486	\$4,486
Construction (From Table 5)	\$276,800	\$171,200	\$448,000
Contractual (From Table 2)	\$58,000	\$30,000	\$88,000
Travel (Including Mileage Rates from Table 3)	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies and Analyses	\$10,000	\$0	\$10,000
Other	\$0	\$0	\$0
Indirect (Federally Approved)		NA	NA
<b>Totals</b>	<b>\$344,800.00</b>	<b>\$229,938</b>	<b>\$574,738</b>

**Personnel (Salary)**

Lexington County will manage and administer the overall project. The project manager is the County Stormwater Manager, Sheri Armstrong. She will be assisted by her Environmental Coordinator, Synithia Williams and an administrative assistant.

## Contractual

The County anticipates the use federal funding of \$58,000 to hire consultants (MACTEC Engineering, Group Solutions and/or other consultants) to provide project oversight, construction inspections, and social marketing. Project oversight will include reporting, database development, managing the progress of individual projects, attendance of onsite and public meetings, and liaison with Group Solutions for the formation of meeting agendas. MACTEC will assist NRCS and LCSWCD with construction inspection to include implementation and design of the on ground BMPs and conservation measures. The social marketing efforts by the consultants will include selling behavioral change, including focus groups to determine barriers to change in order to increase voluntary participation by landowners (both septic homeowners and farmers). Group Solutions has vast experience marketing behavioral changes among rural audiences, and will work as a sub-consultant to MACTEC, utilizing the contractual budget assigned to MACTEC. In addition, there is \$25,000 in non-federal matching funds for project oversight and reporting by a consultant.

The LSWCD will provide contractual funding in the form of in-kind labor (non-federal match). The LSWCD will provide technical assistance and outreach efforts for a total of \$5,000 (385 hours at \$13/hour).

## Construction/BMP Implementation

Federal funds of \$276,800 will be used for BMP construction, as detailed in Table 5. Land owners will contribute non-federal match of \$171,200 in BMP construction materials and/or labor towards BMP installation. Should enough landowners not agree to voluntarily participate in the project, the project may be scaled back.

Table 5a – Construction Estimates

BMP Installation/Construction	Federal 319 Grant (60%)	Non-Federal Match (40%)	Total	Notes
Agricultural BMPs	\$166,000	\$104,000	\$270,000	(Goal: 13 farms/AFOs at average of \$20,770 per farm)
Septic Repairs/Replacement	\$105,800	\$67,200	\$173,000	( 84 systems at average of \$2060 each)
Wildlife BMPs	\$5,000	\$0	\$5,000	BMPs to discourage water fowl on pond
<b>Total BMP Installation/Construction</b>	<b>\$276,800</b>	<b>\$171,200</b>	<b>\$448,000</b>	

Rafael Mendez of the NRCS office in Lexington County has estimated the BMP costs for a typical farm in the Hollow Creek Watershed would average approximately \$20,770. The agricultural BMPs will include fencing, piping, well installation, water troughs and soil stabilization.

Table 5b – Itemization of Agriculture BMP Installation/Construction Estimates

Agriculture BMP Installation/Construction	Number of Units	Total Cost
Stacking Shed at AFOs	3 sheds	\$41,000
Water Well	10 wells	\$25,200
Watering Facility	20 troughs	\$13,600
Pipeline	6,000 Square Feet (Sq. Ft.)	\$19,200
Heavy Use Area Protection	16,000 Sq. Ft.	\$42,400
Fencing	16,000 Linear Feet (Ln. Ft.)	\$52,000
Manure Composting Facility	10 composting facilities	\$45,000
Stream Crossing	1 crossing	\$4,000
Streambank Stabilization	6,000 Sq.Ft.	\$27,600
<b>TOTAL</b>		<b>\$270,000</b>

### Supplies

Federal funds of \$10,000 will be used for education and outreach materials, including brochures, newspaper advertisements, copies, mailing of surveys etc. A table-top display board will be purchased to set up displays at focus groups and other public meetings. Details are provided below in Table 6.

Table 6 – Itemization of Supplies

Postage	\$2,900
Copies	\$1,000
Brochures/Handouts	\$1,000
Door Hangers/Flyers	\$1,000
Newspaper Advertisements	\$1,500
Rental for Community Building	\$700
Supplies for Meetings	\$1000
Tabletop Display Board	\$500
Promotional Items (such as septic magnet)	\$400
<b>Total Supplies</b>	<b>\$10,000</b>

### Equipment

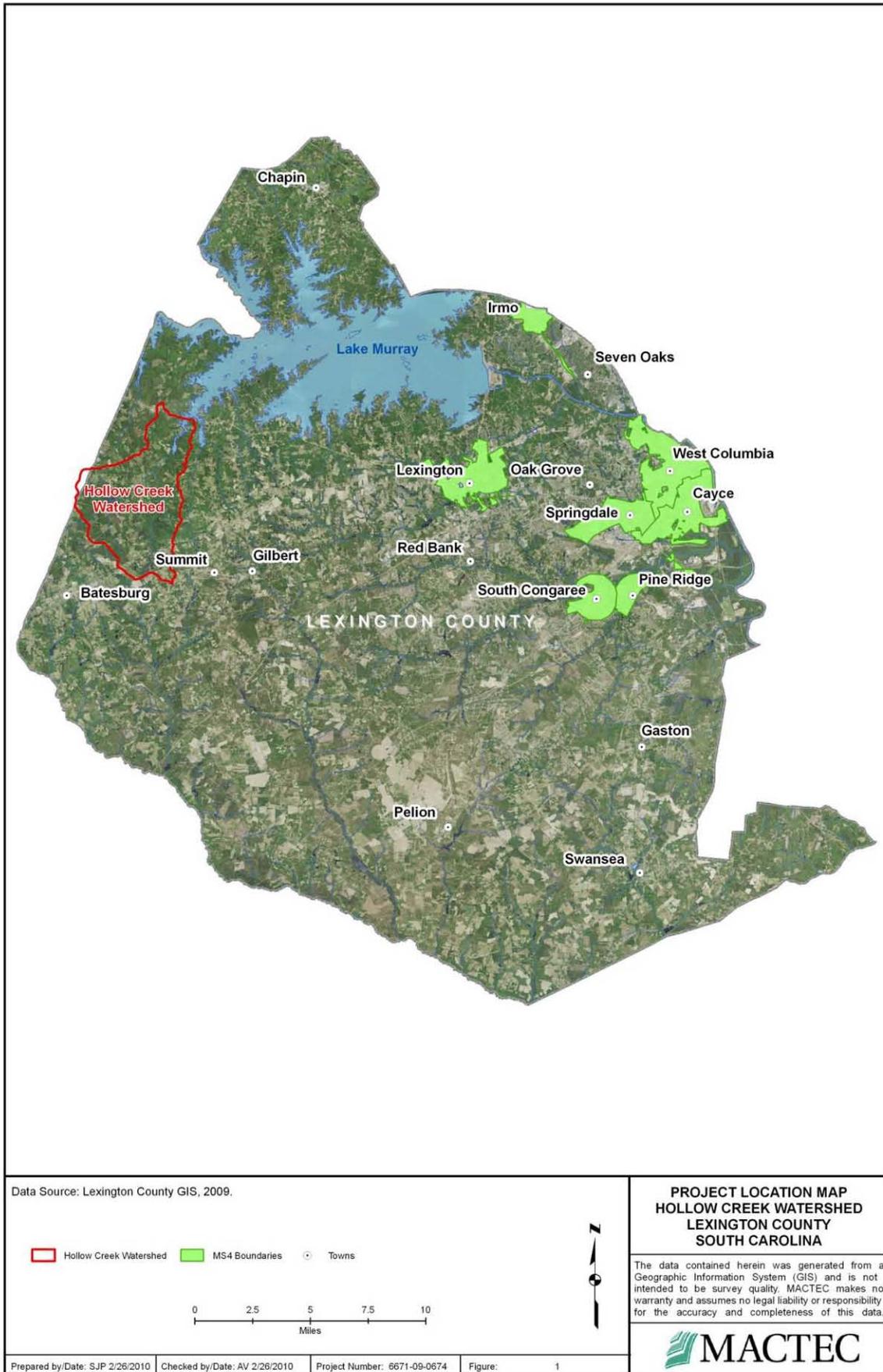
There are no significant equipment costs noted for this project.

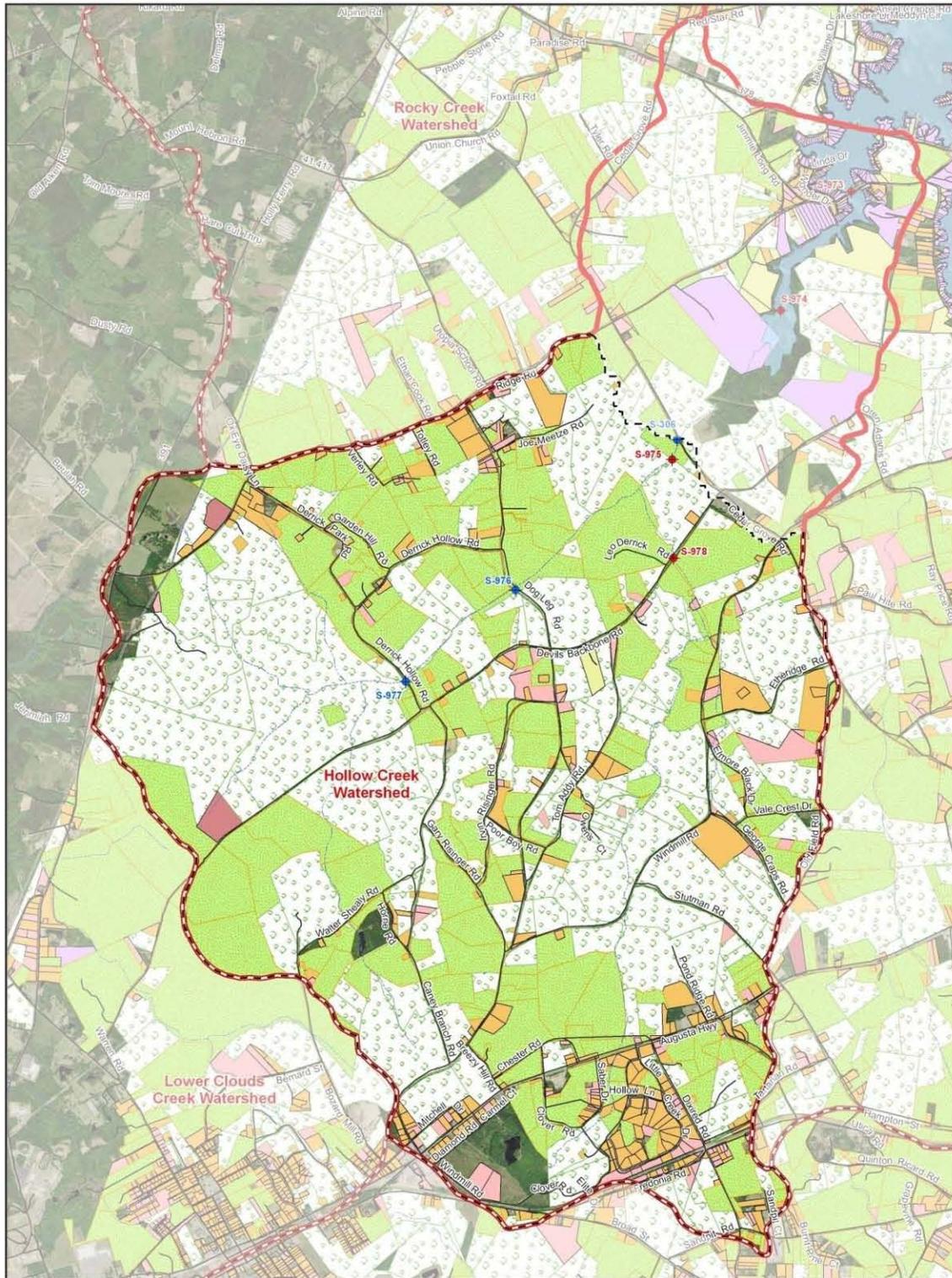
### Travel

There are no significant travel costs noted for this project.

### Indirect

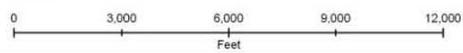
There will be no indirect expenses for this project.





Data Source: Lexington County GIS, 2009.

Land Use		TMDL Sheds	
Lakefront - Improved	Residential - Improved	TMDL Sheds	12-Digit HUC Boundary
Lakefront - Multi-use	Residential - Multi-use	12-Digit HUC Boundary	County Boundary
Lakefront - Unimproved	Residential - Unimproved	Approved TMDL Sites	DHEC Monitoring Station
Lakefront - Unimproved	Rural - Improved		
	Rural - Multi-use		
	Rural - Unimproved		



**LAND USE  
HOLLOW CREEK WATERSHED  
LEXINGTON COUNTY  
SOUTH CAROLINA**

The data contained herein was generated from a Geographic Information System (GIS) and is not intended to be survey quality. MACTEC makes no warranty and assumes no legal liability or responsibility for the accuracy and completeness of this data.



Prepared by/Date: SJP 2/26/2010    Checked by/Date: AV 2/26/2010    Project Number: 6671-09-0674    Figure: 3



Photo 1. Cattle near bank of Hollow Creek at WQMS S-976.

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

## SOLID WASTE MANAGEMENT DEPARTMENT

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498 Landfill Lane  
Lexington, SC 29073  
Telephone: 803-755-3325  
Fax: 803-755-3833

## MEMO

**To: Katherine L. Hubbard, County Administrator**  
**From: David L. Eger, Solid Waste Management Director**  
**Date: June 3, 2010**  
**Subject: Proposed Rates - Wood Mulch Sales**

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Beginning on February 17, 2010 wood waste was accepted and stock piled at the Edmund Wood Grinding and Compost Facility for processing. On May 10, 2010 the County's contractor, DS Utilities, completed their first grinding operation and a total of 785 tons of wood waste were ground and are being marketed as boiler fuel. Over the last few weeks, this office has received a number of requests from residents and municipalities inquiring about the purchase of mulch. Our contract allows for approximately 3,000 tons per year to be mulched and left on site for this purpose. In order to facilitate the sale of the mulch, the following rates are proposed for approval.

**Mulch:**

- Pick-up truck or Small Trailer Load (Approximately 700 lbs, (2) 1.4 cubic yard buckets) - \$10.00 per Load
  
- Commercial/Municipal Vehicle Load (Any Size truck) - \$20.00 per ton

These rates are set below the commercial mulch rates, based on the more refined processing that commercial mulch requires and the mixed nature of the wood types in our mulch (pine, hardwood, etc.). The proposed charges are designed to cover the cost of our contracted processing, provide an additional outlet for our product and provide a service to County residents.

Attachment: Rate Comparison

cc: Joe Mergo, Deputy County Administrator  
Larry Porth, Finance Director

Rate Comparison

6/01/10

	County Proposed Rate	Commercial Rates
Mulch (Small Resident Load – Pickup or small trailer)	\$10.00 per load – approx. 700 lbs for two (2) 1.4 cubic yard backhoe bucket loads.	<p>Pickup truck/ small trailer 2 bucket loads x 1.0 cu yd per bucket x \$26/ cu yd (average cost) = \$52.</p> <p>Or \$3.49 per 50 pound bag – equivalent cost to County load – (700 lbs / 50 lb bags= 14 bags x \$3.49/bag = \$48.86)</p> <p>Mulch is more refined, double ground or may be colored or treated with chemical.</p>
Mulch (Large Load)	\$20.00 per ton	<p>\$24 to \$28 per cubic yard – equates to 2,000 lbs / 250 lbs per cubic yard = 8 cubic yards/ton x \$26 average rate per cubic yard = \$208/ton</p> <p>Mulch is more refined, double ground or may be colored or treated with chemical.</p>

**Columbia Metropolitan Convention Center Impact on Lexington County  
A Report from the Midlands Authority for Conventions, Sports & Tourism  
May 20, 2010**

**Introduction**

The Columbia Metropolitan Convention Center, along with venues such as the Columbia Metropolitan Airport and the Riverbanks Zoo, is an outstanding example of regional collaboration and partnership. The Convention Center was built as an economic engine for the Midlands region. As such, it is funded by the very source that sustains it – visitor spending. Since opening in September 2004, the CMCC has hosted over 1 million event participants. Upon agreement that the Convention Center be built, a three percent tourism development fee on each occupied hotel room night was implemented in Lexington County, Richland County and the City of Columbia. Additionally, the Convention Center charges customers for meeting room rental, food service (as provided through agreement with contracted caterer), and other auxiliary services (dance floor rental, staging, etc.) The Midlands Authority for Conventions, Sports & Tourism (an umbrella organization that is responsible for tourism development in the region along with other tourism development partners), would first like to point out that the Convention Center is not funded through local sources or by local taxpayers – it is funded almost exclusively by out-of-town visitors staying in lodging facilities in the region.

**Background**

**Overview of Area Hotel Taxes**

Visitors staying in a Lexington County lodging facility pay 11% tax on the hotel room. Six percent is Sales Tax, three percent is a Tourism Development Fee and two percent is Accommodations Tax. A chart indicating the comparison of taxes and fees charged in the Midlands is below.

**Taxes Collected on Occupied Hotel Rooms in Midlands Region**

	<b>Lexington County</b>	<b>Richland County</b>	<b>City of Columbia</b>
Sales Tax	6%	7%	7%
Tourism Development Fee	3%	3%	3%
Accommodations Tax	2%	2%	2%
<b>TOTAL</b>	<b>11%</b>	<b>12%</b>	<b>12%</b>

Guidelines on use of Accommodations Tax Dollars: Accommodations tax is a two percent tax on occupied hotel room nights in Lexington County. Accommodations taxes must be utilized for tourism development and marketing purposes only.

Guidelines on use of Tourism Development Fee Dollars: Tourism Development Fee dollars, which, as agreed upon by area hoteliers, come from a three percent tax on occupied hotel room nights in Lexington County, Richland County and the City of Columbia are designated by the state for a specific period of time and are only to be used for the purpose as indicated – in this case, funding the Columbia Metropolitan Convention Center. Tourism Development Fees are on top of all other taxes and fees so no revenues in Lexington County are reduced.

### **Tourism Development Fee Collections**

	<b>Lexington County</b>	<b>Richland County</b>	<b>City of Columbia</b>
2002	2,248,768.79	1,989,158.04	1,454,578.74
2003	864,866.28	1,066,352.77	1,562,226.96
2004	831,086.64	805,371.97	1,640,303.71
2005	891,544.45	876,062.25	1,761,202.52
2006	967,527.65	936,820.21	2,202,629.22
2007	1,093,288.34	913,215.95	2,266,365.69
2008	1,148,906.32	1,007,701.93	2,540,173.54
<b>2009</b>	1,011,140.71	879,963.70	2,437,275.54
<b>2010 YTD*</b>	547,885.25	573,392.93	1,525,233.60
<b>TOTAL COLLECTIONS PER REGION</b>	\$9,602,014.43	\$9,048,039.75	\$17,389,989.52

**\*Calendar year-to-date collections from January 2010-present**

The Convention Center also generates revenues through its room rental operation another other auxiliary services consumed by the customer.

### Revenues Generated by the Convention Center

	<b>FY 06-07</b>	<b>FY 07-08</b>	<b>FY 08-09</b>	<b>FY 09-10 YTD*</b>
Room Rental Revenues	320,705.53	516,341.52	566,289.61	394,005.73
Gross Food Service Revenues	2,646,535.82	3,129,835.91	2,656,019.82	2,109,652.60
Equipment Rental Revenues	130,645.65	158,238.83	139,140.24	99,153.40
Parking Revenues	1,550.00	2,700	\$1,114.00	861.00
Utility Revenues	67,551.00	83,581.10	120,336.64	72,249.97
Labor Revenues	36,830.87	31,809.01	28,642.70	16,435.00
Audio Visual Revenue	38,360.89	62,107.02	66,345.55	35,070.50
<b>TOTAL BUILDING-GENERATED REVENUES</b>	<b>\$3,242,179.76</b>	<b>\$3,984,613.39</b>	<b>\$3,577,888.56</b>	<b>\$2,727,428.20*</b>

\*YTD for FY 09-10 includes dates from July 1, 2009-April 20, 2010

### Tourism and Visitor Spending in Lexington County

The Columbia metropolitan area including Lexington County, Richland County and the City of Columbia has approximately 12,000 hotel rooms. Over 2,300 of those rooms are located in Lexington County.

Approximately 23% of the total Tourism Development Fee collections from inception of the fee through February 2010 came from Lexington County.

According to the SC Department of Parks, Recreation & Tourism study conducted for 2008, visitor spending in Lexington County was \$444.59 million. Lexington County ranked sixth in the statewide ranking of counties generating the most economic impact through tourism. Lexington closely followed 5<sup>th</sup> ranked Richland County at \$503.46 million. Together, the Midlands region generates nearly 1 billion dollars each year from tourism.

## **Impact on Lexington**

The impact of the Columbia Metropolitan Convention Center on Lexington County comes from the following sources:

1. Direct bookings of citywide conventions that utilize hotels not only in the immediate area of downtown Columbia surrounding the Convention Center but also directly contract with hotels in Lexington County.
2. Convention bookings that contract only with hotels in the immediate proximity of the Convention Center but that also cause other groups, business travelers or leisure travelers that may have stayed in downtown Columbia to book elsewhere in the region, namely Lexington County.
3. Convention Center attendees generate spending at attractions, retail establishments and restaurants in Lexington County. Tourists do not pay attention to borders, such as city and county lines, and venture to the attractions and restaurants that appeal to them throughout the entire region during their stay. Examples include Lake Murray, Lexington County Museum, The Shoppes at Flight Deck and many others.
4. Convention Center attendees that are impressed with the region may choose to relocate their businesses to the area creating an economic and business development tie.
5. Special events such as the 2009 presidential election generate positive national exposure for the Convention Center and the region when candidate events are held in the building

## **Why does Lexington need a strong Midlands?**

1. Many people who work in Richland County and the City of Columbia choose to live in Lexington County. If the Midlands were not strong enough to provide those jobs, Lexington would not have those individuals and families as residents.
  - a. The highly educated people who are attracted to the Midlands fill Lexington schools and attribute to the terrific rankings.
  - b. Good regional job growth yields salary growth and increased housing values.
2. Many people from Lexington working for larger employers who were drawn to the region because of the attractiveness of the entire area.
3. Tourism supports amenities that attract business to locate here, such as restaurants, shopping and the arts.
4. Regional collaboration is key to grow our area. Cities such as Charleston and Greenville have set aside borders in order to grow the overall community as reflected in the latest decision by Southwest Airlines.

## **What does the Authority do for Lexington?**

1. The Convention & Visitors Bureau drives single-property and multi-property convention business to Lexington County hotels. Statistically, only about 30% of the CVB-booked business utilizes the Convention Center. The other 70% of CVB-booked business uses area hotels, other meeting and conference centers or non-traditional meeting venues such as museums and attractions.
  - a. Columbia Regional Visitors Center, a division of the CVB, provides information on all regional activities and attractions.
  - b. Public relations and marketing efforts have grown the positive image of the region nationwide and beyond.
2. The Sports Council books sporting events into Lexington county facilities and hotels. Approximately 21% of all sports council bookings utilize Lexington County. Sports Council contributes significantly in the areas of attracting, rugby, BMX, soccer, shooting, triathlon, volleyball and rowing.
3. Convention Center bookings and compression contribute to filling Lexington hotels.

## **Summary**

The Midlands Authority for Conventions, Sports & Tourism works in a partnership role to generate economic impact through tourism for the entire region, including Lexington County. We must inform the local population that the Convention Center is not taking from Lexington County residents or any other region's taxpayers, but is contributing to the overall health and vitality of the region by drawing in groups that may not have ventured to our region had it not been for the Convention Center or an event occurring at the Convention Center. The visitors and out-of-town groups are the primary funding source for the Convention Center and the entire Midlands Authority operation. The Convention Center is an aesthetically beautiful and successful example of the collaborative spirit of Lexington, Richland and the City of Columbia.

If there were not Convention Center, not one more dollar in fees or taxes would have stayed in Lexington County's treasury over the past ten years. Also, the University of South Carolina might not have been able to construct the Colonial Center or move forward with Innovista, the baseball stadium and other initiatives tied to the Riverfront. With none of these facilities, the Midlands of South Carolina clearly would have had far less visitors, a slower economy and less success in recruiting new employers to the area.

The more dollars we have committed to marketing and advertising the Midlands support diverse venues for visitors and residents to enjoy, the more economic benefit we will see in our region, and create a positive cycle of success for our community. The Board of Directors of the Midlands Authority urges all residents and governmental leaders in Lexington County to continue to be proud supporters of collaborative efforts of our regional governments, particularly the Convention Center.

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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.

## RESOLUTION

### IN HONOR AND MEMORY OF JAMES RANDALL DAVIS, JR., FORMER LAW CLERK TO JUDGE MARC H. WESTBROOK OF THE ELEVENTH JUDICIAL CIRCUIT

**WHEREAS**, James Randall Davis, Jr. was born November 4, 1977, in Lexington County, South Carolina, where he attended elementary and high school in Lexington District 1, and was an active lifelong member of St. Peter's Catholic Church; and

**WHEREAS**, Randall graduated from Lexington High School and the University of South Carolina, where he earned a degree in Business Management. While an undergraduate, he developed a strong interest in law and politics, serving as a page for Senator Nikki Setzler for three years in the South Carolina General Assembly; and

**WHEREAS**, Randall attended the Thomas M. Cooley Law School, where he was selected as a member of the Moot Court Team. He worked as an intern at the United States Attorney's National Advocacy Office and at the time of his passing was serving as a Judicial Clerk for the Honorable Marc H. Westbrook, Circuit Judge of the Eleventh Circuit; and

**WHEREAS**, Randall was awarded the degree of Juris Doctor posthumously on January 22, 2006, from the Thomas M. Cooley Law School, which recognized his dedication to the study of law and honored him by inscribing his name on the Mace used by the school in all of its commencement ceremonies; and

**WHEREAS**, Randall was admitted to the South Carolina Bar Association posthumously by Order of the South Carolina Supreme Court; and

**WHEREAS**, in his personal life, Randall exhibited great passion for sports, politics, and the law, and possessed an extraordinary wit and sense of humor; and

**WHEREAS**, Randall Davis, Jr. was dedicated to pursuing a life of service to the citizens of Lexington County through the practice of law and the pursuit of elective office; and

**WHEREAS**, Lexington County Council, by this resolution, recognizes James Randall Davis, Jr. for his citizenship, devotion to the law, and dedication to public service for the citizens of Lexington County, South Carolina.

**NOW, THEREFORE, BE IT RESOLVED** that we, the members of Lexington County Council, honor the memory of **James Randall Davis, Jr.** on this special occasion of naming the Circuit Court Law Clerk Office as the "James Randall Davis, Jr. Law Clerk Office."

ADOPTED this 15th day of June, 2010

\_\_\_\_\_  
James E. "Jim" Kinard, Jr., Chairman

\_\_\_\_\_  
William B. Banning, Sr., Vice Chairman

\_\_\_\_\_  
William C. "Billy" Derrick

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

\_\_\_\_\_  
Debra B. "Debbie" Summers

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

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

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

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

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk



## APPOINTMENTS BOARDS & COMMISSIONS

June 15, 2010

### DEBBIE SUMMERS

**Board of Zoning Appeals** - Mark Bostic - Term expired 12/31/09 - Eligible for reappointment -  
*Confirmed desire to serve another term*

**Children's Shelter** - Glenda Sweatman - Term expires 6/30/10 - Eligible for reappointment -  
*Confirmed desire NOT to serve another term*

### JOHNNY JEFFCOAT

**Lexington County Health Services District** - Thad Westbrook, Esq. - Term expires 3/10/11 -  
Resigning due to appointment to USC Board of Trustees effective 7/1/10. Nomination form  
included for Mr. George Herbert Holland.

### JOHN CARRIGG

**Children's Shelter** - Garrett Huddle - Term expires 6/30/10 - Eligible for reappointment -  
*Confirmed desire NOT to serve another term*

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

### TODD CULLUM

**Board of Zoning Appeals** - Stanley Smith - Term expires 12/31/13 - Resigned due to job relocation  
**Health Services District** - Vacant - Term expired 3/10/09

### AT LARGE

#### Midlands Authority for Conventions, Sports & Tourism:

**Lodging Industry Representative** - E.L. "Bert" Pooser - Term expires 6/30/10 - Not eligible for  
reappointment

#### Midlands Workforce Development:

**Adult Education Representative** - **Vicky Graham Horne** - Term expires 6/30/10 - Not eligible for  
reappointment due to retirement. Nomination forms included for Myles Newman and Barbara Jeffcoat

**Community-Based Organization Representative** - **Kathy Olsen** - Term expires 6/30/10 - Eligible for  
reappointment. *Confirmed desire to serve another term.* This seat has been changed as the  
Community-Based Organization Representative to the Youth Council per the Midlands Workforce  
Development

**Private Sector Representative** - **Doug Combs** - Term expires 6/30/10 - Eligible for reappointment -  
*Confirmed desire to serve another term*

**Vocational Rehabilitation Representative** - **Roy Hewett** - Term expires 6/30/10 - Eligible for  
reappointment - *Confirmed desire to serve another term*

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

**Name of Board/Commission:** Midlands Workforce Development  
Board/Youth Council

**Nominee:** Myles Newman

**Address:** 309 Peach Cider Court, Gilbert SC 29054

**Employed by:** Lexington County School District One as  
Coordinator of Continuing Education since 1999

**Address:** 100 Tarrar Springs Road, Lexington SC 29072

**Home Telephone:** 892-5856 **Business**

**Telephone:** 821-2950

**Mobile Phone:** 414-7210 **Beeper**

**Number:** None

**Fax Number:** 821-2960

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

---

**Background Information (Include education, community- service activities, previous service on county boards/commissions):** \_\_\_\_\_

BA Education, University of South Carolina; Masters Adult & Vocational Education, Georgia Southern University; former Board member ICAP (Immigrant Community Access Point; Quick Skills Advisory Committee for Lexington, Richland, Fairfield counties

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Submitted by: Mylo Juma

Date: 4-21-10

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Midlands Workforce Development Board/Youth  
Council

Nominee: BARBARA JEFFCOAT

Address: 115 WAYSIDE DR. W. COLA 29170

Employed by: LEXINGTON 1 ADULT ED/TRANSITION SPECIALIST

Address: 2421 AUGUSTA Hwy LEX SC 29092

Home Telephone: \_\_\_\_\_ Business Telephone: 821-2950

Mobile Phone: 238-4602 Pager Number: NONE

Fax Number: 821-2960

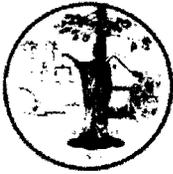
Is nominee aware of board/commission activities and responsibilities: YES

Background information (include education, community- service activities, previous service on county boards/commissions):

BA - Columbia College; MS - Baylor Univ.  
 Guidance Counselor / Director - Brookland-Coyce HS - retired  
 Board of Directors - Com. on Higher Ed College Bd - Schol. Com.  
 Baptist Medical Center <sup>women's place</sup> Advisory; Teen  
 Institute; Midl. Tech. <sup>Prog.</sup> Com.  
 Advisory Com - Lex. Cty. Prog. Pres. signature  
 Bd. of Directors - B.C. Foundation  
 Alpha Delta Kappa  
 Mentor - B.C. Mentoring Program - Chairman - Weyman  
 W. Cole - Coyce Women's Club Program

Submitted by: MYLES NEWMAN (for Ms. Jeffcoat)

Date: 4-22-10



LEXINGTON COUNTY COUNCIL

BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: LEXINGTON HEALTH SERVICES BOARD OF DIRECTORS

Nominee: GEORGE HERBERT HOLLAND "BERT"

Address: 12 REGATTA COURT - COLUMBIA, SC 29212

Employed by: RETIRED 4/2/10 - 30 YEAR CAREER w/ JOHNSON & JOHNSON

Address: 1000 GIABRATA DRIVE - MILPITAS, CA.

Home Telephone: 803 467 0350 Business Telephone: -

Mobile Phone: 803 260 2977 Fax Number: 803 467 0350

Email Address: HOLLAND-BERT@YAHOO.COM

Is nominee aware of board/commission activities and responsibilities? YES - EAGER TO SERVE

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

1977 GRADUATE of UNIVERSITY of SOUTH CAROLINA - B.A. Major in  
LIFETIME RESIDENT of LEXINGTON COUNTY, I HAVE  
JUST COMPLETED 30-YEAR CAREER WITH JOHNSON & JOHNSON  
DURING MY CAREER I SERVED IN HEALTH CARE POSITIONS  
INCLUDING SALES MANAGEMENT, MARKETING, TRAINING,  
HOSPITAL SUPPLY CHAIN MANAGEMENT. MY POSITIONS  
REQUIRED 75% TRAVEL AND AS A RESULT, I HAVE NOT  
HAD THE OPPORTUNITY TO SERVE MY HOME COMMUNITY.  
SINCE RETIREMENT, I HAVE APPLIED for MENTORSHIP POSITION  
WITH Big Brothers of Columbia, APPLIED for OFFICER ROLE  
w/ COLUMBIA CHAMBER of COMMERCE AND BECOME ACTIVE  
AT RIVERLAND HILLS BAPTIST CHURCH.

Office use only  
Submitted by: Johnny Jeffcoat  
Council District Number: #6  
Date: 6-15-10

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

THE OPPORTUNITY TO SERVE LEXINGTON HEALTH SERVICES PROVIDES A "WIN/WIN". THE OPPORTUNITY FOR ME TO SERVE AS WELL AS THE OPPORTUNITY TO BRING MY HEALTH CARE EXPERIENCE TO THE BOARD RESPECTIVE

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** June 3, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Jeffrey A. Hyde  
Procurement Officer

**SUBJECT: Replace 13 Overhead Bay Doors at the Fleet Services Building  
B10049-05/26/10H  
Building Services**

---

Competitive bids were solicited and advertised to Replace 13 Overhead Bay Doors at the Fleet Services Building. The original pre-bid conference was held on April 15, 2010, in which three (3) potential bidders attended.

We received one (1) responsive bid on May 26, 2010 (see attached Bid Tabulation).

The bids were evaluated by Randy Quattlebaum, Building Services Manager; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award this project to the lowest responsive, responsible bidder; Advance Door Systems, Inc., in the amount of \$31,915.00.

County funds are appropriated in the following account:

4511-111300-5AA324	Fleet Services	\$55,000.00
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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 June 15, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Randy Quattlebaum, Building Services Manager

# County of Lexington

B10049  
JAH  
05/26/2010

## Bid Tabulation

Bid # B10049-05/26/10H

Replace 13 Overhead Bay Doors at the Fleet Services Building

Advanced Door Systems					
Item #	Quantity	U/M	Description	Unit Price	Total Price
1	13	Job	Replace Overhead Bay Doors	\$2,455.00	\$31,915.00
Total Bid					\$31,915.00

Bid Opened : May 26, 2010 @ 3:00 PM

Jeffrey A. Hyde, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** June 02, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Jeffrey A. Hyde  
Procurement Officer

**SUBJECT: Morgue Transportation Services**  
**C10022-05/11/10H**  
**Coroner's Office**

---

Competitive bids were solicited and advertised for a term contract for Morgue Transportation Services for the Coroner's Office. The current contract will expire on June 30, 2010. The term of the new contract shall be for a period of one (1) year and may be extended on an annual basis that shall not exceed four (4) additional one year periods.

We received (3) responsive bids on May 11, 2010 (see attached Bid Tabulation).

The bids were reviewed and evaluated by Mr. Randy A. Martin, Chief Deputy Coroner, and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award this project to two (2) vendors. Capitol Transportation, LLC, will act as the Primary Contractor, being the lowest responsible bidder meeting the specifications and Palmetto Mortuary Transport, Inc as the Secondary Contractor, to be used as an alternate. It is estimated that the annual value of this contract is approximately \$71,000.00.

I concur with the above recommendation and further recommend that this bid be placed on the County Council's agenda for their next scheduled meeting on June 15, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Randy A. Martin, Chief Deputy Coroner

County of Lexington

Bid Tabulation

Bid # C10022 - 05/11/10H

Morgue Transportation Services - Term Contract

Item	Est. Qty	UOM	Description	Palmetto Mortuary Transportation		Crossroads Mortuary Services, LLC.		Capital Transportation	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	330	Trip	Local call - single pick-up	\$ 150.00	\$ 49,500.00	\$ 152.00	\$ 50,160.00	\$ 129.90	\$ 42,867.00
1a	12	Body	Additional body - same trip	\$ 60.00	\$ 720.00	\$ 70.00	\$ 840.00	\$ 64.95	\$ 779.40
2	24	Trip	Round trip to Newberry, SC	\$ 210.00	\$ 5,040.00	\$ 210.00	\$ 5,040.00	\$ 179.90	\$ 4,317.60
2a	2	Body	Additional body - same trip	\$ 60.00	\$ 120.00	\$ 70.00	\$ 140.00	\$ 69.95	\$ 139.90
3	unk	Trip	Call responded - No removal	\$ 150.00	\$ 150.00	\$ 70.00	\$ 70.00	\$ 50.00	\$ 50.00
4	12	Hourly	Wait time per hour	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$0.00	\$0.00
5	90	Each	Light weight disaster pouches	\$ 14.00	\$ 1,260.00	\$ 14.00	\$ 1,260.00	\$ 14.95	\$ 1,345.50
6	225	Each	H-D disaster pouches	\$ 30.00	\$ 6,750.00	\$ 33.00	\$ 7,425.00	\$ 29.95	\$ 6,738.75
7	5	Each	Disaster pouches - Odor proof	\$ 65.00	\$ 325.00	\$ 90.00	\$ 450.00	\$ 79.95	\$ 399.75
8	10	Each	Extra-Large disaster pouches	\$ 120.00	\$ 1,200.00	\$ 60.00	\$ 600.00	\$ 54.95	\$ 549.50
<b>Estimated Total Bid Amount</b>				\$	65,545.00	\$	66,465.00	\$	57,187.40

Bids Opened: May 11, 2010 @ 3:00 pm EST

Jeffrey A. Hyde, CPPB  
 Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

---

MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** June 2, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: Ambulances – Term Contract  
C10025-05/18/10S  
Public Safety/EMS**

---

Competitive bids were solicited and advertised for a term contract for Ambulances for Public Safety/EMS. A mandatory pre-bid was held on May 6, 2010, in which three (3) vendors were in attendance. We received three (3) responsive bids on May 26, 2010 (see attached Bid Tabulation).

The bids were evaluated by Chief T. Brian Hood, EMS Director; and Angela M. Seymour, Procurement Officer. It is our recommendation to make the award to Taylor Made Ambulances as the lowest bidder meeting specifications for an estimated premium yearly cost, including applicable sales tax, of \$591,608.00.

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

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on June 15, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief T. Brian Hood, EMS Director

## County of Lexington

### Bid Tabulation

**BID # : C10025-05/18/10S**

**Ambulances - Term Contract**

Item	Qty	U/M	Description	Custom Truck and Body Works, Inc.		Southeastern Specialty Vehicle		Taylor Made Ambulance	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	3	EA	Ambulance	\$ 149,227.00	\$ 447,681.00	\$ 159,900.00	\$ 479,700.00	\$ 145,752.00	\$ 437,256.00
2	1	EA	Ambulance with Mac Lift for Bariatric Patients	\$ 157,227.00	\$ 157,227.00	\$ 169,782.00	\$ 169,782.00	\$ 153,152.00	\$ 153,152.00
			Subtotal		\$ 604,908.00		\$ 649,482.00		\$ 590,408.00
			Tax		\$ 1,200.00		\$ 1,200.00		\$ 1,200.00
			<b>Total</b>		<b>\$ 606,108.00</b>		<b>\$ 650,682.00</b>		<b>\$ 591,608.00</b>

Bids Received: May 26, 2010 @ 3:00 PM

Angela M. Seymour  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

**DATE:** May 27, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Jeffrey A. Hyde  
Procurement Officer

**SUBJECT: Construction of Lake Murray and Chapin Fire Stations  
B10043-05/18/10H  
Public Safety/Fire Service**

Competitive bids were solicited and advertised for the Construction of the Lake Murray and Chapin Fire Stations. A mandatory pre-bid meeting was held on May 04, 2010, in which thirty-two (32) contractors attended.

We received sixteen (16) bids on May 18, 2010 (see attached Bid Tabulation).

The bids were evaluated by James Golightly, II, AIA, with MBAJ Architecture; Chief Bruce Rucker, Director of Public Safety; Russell Rawl, PS/Fire Chief; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award both of these projects to the lowest responsive, responsible bidder – M.B. Kahn Construction Co. Inc., in the amount of \$1,948,311.00 for the Base Bid and Alternate #1.

County funds are appropriated in the following accounts:

4504-131500-5A5671	Chapin – Station Construction	\$950,600.00
4504-131500-5A5673	Chapin – Site Work	\$168,000.00
4504-131500-5A5675	Chapin – Tap Fees	\$ 6,000.00
4504-131500-5A5676	Chapin – Exterior Lighting	\$ 12,000.00
4504-131500-5A5677	Chapin – Generator	\$ 5,000.00
4504-131500-5A5681	Lake Murray – Station Construction	\$779,963.00
4504-131500-5A5683	Lake Murray – Site Work	\$136,250.00
4504-131500-5A5685	Lake Murray – Tap Fees	\$ 6,000.00
4504-131500-5A5686	Lake Murray – Exterior Lighting	\$ 12,000.00
4504-131500-5A5687	Lake Murray – Generator	\$ 5,000.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on June 15, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Chief Rucker, Director of Public Safety  
Russell Rawl, PS/Fire Chief



**BID TABULATION  
SINGLE PRIME BUILDING CONTRACTORS**

**PROJECT:** Lake Murray & Chapin Fire Stations  
County of Lexington

**BID DATE:** May 18, 2010  
**BID TIME:** 2:00 p.m.  
**LOCATION:** County of Lexington, Administration Building  
212 South Lake Drive  
Lexington, SC 29072

**MBAJ NO.:** 0929 & 0942

**FILE NO.:** B-8.1

CONTRACTOR	LICENSE NUMBER	BID BOND	ADD. REC'D	UNIT PRICES	ALT. FORM	ALLOW FORM	BASE BID	ALT. 1	Total Base Bid + Alt #1
M.B. Kahn Construction	G10572	x	x	x	x	x	1,948,311*	no change	1,948,311
Edgefield Construction	16185	x	x	x	x	x	1,948,000*	2,400	1,950,400
Penn Contracting	G100178	x	x	x	x	x	1,952,000	2,650	1,954,650
FBI Construction	10270	x	x	x	x	x	2,007,700	1,290	2,008,990
Brantley Construction Company	G111944	x	x	x	x	x	2,022,000	2,346	2,024,346
Loveless Commercial Contracting	G12928	x	x	x	x	x	2,038,000	5,685	2,043,685
Custom Steel Fabricators	G10978	x	x	x	x	x	2,124,000	4,600	2,128,600
Sherman Construction	G13530	x	x	x	x	x	2,149,000	2,600	2,151,600
Weber Inc.	G15197	x	x	x	x	x	2,183,000	5,020	2,188,020
Clement Contracting	G114158	x	x	x	x	x	2,200,000		2,200,000
Murphy Construction	G16390	x	x	x	x	x	2,201,614	1,320	2,202,934
Construction Dynamics	G13379	x	x	x	x	x	2,206,964	2,400	2,209,364
Murray Construction	107056	x	x	x	x	x	2,352,900	2,346	2,355,246

Alternate #1: State an alternate price to provide Owner's preferred hardware package.

Alternate #2: Not Accepted

\* = Adjusted for mathematical errors.

**CONFIRMED BID TABULATION SHEET  
MBAJ Architecture**

BY: \_\_\_\_\_

James S. Gulightly, II, AIA

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** May 28, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: Dogwood Road Improvements  
B10044-05/13/10S  
Public Works**

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Competitive bids were solicited and advertised for improvements to Dogwood Road. This project consists of pavement construction of approximately .8 miles of a Lexington County road. A mandatory pre-bid was held on May 3, 2010, in which nine (9) vendors attended. We received five (5) responsive bids on May 13, 2010 (see attached Bid Tabulation).

The bids were evaluated by John Fechtel, Director of Public Works; J. Jim Starling, Engineer Assoc. III; J. Randy Edwards, County Engineer; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Walter Hunter Construction as the lowest bidder including Alternate Number 1 for a total amount of \$628,552.60.

County funds are appropriated in the following account:

2700-121300-539894	Dogwood Road 1 & 2	\$638,551.63
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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 June 15, 2010.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
John Fechtel, Director of Public Works/Assistant County Administrator

Pay Item #	Description	Unit	C.R. Jackson, Inc.			J.C. Wilkie			Cherokee			Walter Hunter Const			US Group		
			Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost
	<b>Total Base Bid</b>				<b>\$658,703.65</b>			<b>\$654,267.42</b>			<b>\$784,929.40</b>			<b>\$609,052.60</b>			<b>\$737,430.24</b>
	<b>Alternate No. 1 (Hot Mix Asphalt on Graded Asphalt)</b>																
203.1	Unclassified Excavation	CY	-800	\$21.50	-\$17,200.00	-800	\$4.00	-\$3,200.00	-800	\$10.00	-\$8,000.00	-800	\$8.00	-\$6,400.00	-800	\$5.00	-\$4,000.00
303.1	Sand Clay Base Course (8" Uniform)	SY	-14,000	\$5.10	-\$71,400.00	-14,000	\$5.31	-\$74,340.00	-14,000	\$4.00	-\$56,000.00	-14,000	\$4.40	-\$61,600.00	-14,000	\$4.75	-\$66,500.00
305.1	Graded Aggregate Base Course (6" Uniform)	SY	14,000	\$7.70	\$107,800.00	14,000	\$6.01	\$84,140.00	14,000	\$8.00	\$112,000.00	14,000	\$6.25	\$87,500.00	14,000	\$8.16	\$114,240.00
	<b>Total Bid - Alternate No. 1</b>				<b>\$19,200.00</b>			<b>\$6,600.00</b>			<b>\$48,000.00</b>			<b>\$19,500.00</b>			<b>\$43,740.00</b>
	<b>Bid Total with selected alternate</b>				<b>\$677,903.65</b>			<b>\$660,867.42</b>			<b>\$832,929.40</b>			<b>\$628,552.60</b>			<b>\$781,170.24</b>

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** May 27, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **Audio/Video System**  
**Sheriff's Department**

---

We received a purchase request from the Sheriff's Department for an Audio/Video System for the Squad Room located in the Lexington County James R. Metts Law Enforcement Complex. These items will be purchased in accordance with South Carolina state contracts #4400001184, #4400001212, #4400001976, and #4400001440.

Mike Ujcich, Chief Information Officer; and Rick Van Sant, Information Services, have reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$41,953.51.

Funds are appropriated in the following accounts:

1000-151200-5AA555	(2) Projectors	\$16,498.00
1000-151200-5AA556	(8) Speakers w/Mounting Brackets	\$845.00
1000-151200-5AA557	(1) Microphone	\$225.00
1000-151200-5AA558	(1) Monitor – LCD	\$2,033.00
1000-151200-5AA559	(1) Wireless Tablet	\$284.00
1000-151200-5AA560	(1) Wireless Touchpad	\$1,849.00
1000-151200-5AA561	(1) High Power RF Gateway	\$341.00

1000-151200-5AA562	(1) Flop Top Data Connectivity Box	\$983.00
1000-151200-5AA563	(3) Media Wall Plate	\$139.00
1000-151200-5AA564	(1) Presentation System	\$3,698.00
1000-151200-5AA565	(3) Receivers	\$2,254.00
1000-151200-5AA566	(1) Power Supply	\$261.00
1000-151200-5AA567	(3) Pass Through Wall Plates	\$145.00
1000-151200-5AA568	(1) Space System - Equipment Rack	\$834.00
1000-151200-5AA569	(1) DVD/VCR Combo w/Accessories	\$299.00
1000-151200-5AA570	(1) Cables & Interconnects - Equip.	\$514.00
1000-151200-5AA571	(1) Media Lectern w/Accessories	\$3,108.00
1000-151200-5AA572	(2) Ceiling Trim Kits for Screen	\$312.00
1000-151200-5AA573	(2) Single Motor Control for Screen	\$375.00
1000-151200-5AA574	(1) Articulating Wall Mount	\$315.00
1000-151200-5AA575	(2) Universal Projector Mounts	\$559.00
1000-151200-5AA576	(4) Dimmers	\$601.00
1000-151200-5AA577	(4) Power Expanders	\$694.00
1000-151200-5AA578	(1) Digital Cable Tuner Box	\$310.00
1000-151200-5AA579	(1) Rack Mountable Power Strip	\$139.00
1000-151200-5AA580	Installation, Testing & Training	\$4,350.00

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 June 15, 2010.

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

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** May 27, 2010

**TO:** Katherine L. Hubbard  
County Administrator

**THROUGH:** Reggie Murphy  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **(2) Boats with Equipment and Installation  
Sheriff's Department**

---

We received a purchase request from the Sheriff's Department for two (2) Boats with Equipment that will require installation by the vendor. At a total cost of \$74,138.44, the two (2) boats and equipment will be purchased from Carolina Composites, LLC in accordance with South Carolina state contract #06-57087-A12111. Two (2) dive doors with a total cost of \$6,000.00 will be purchased for these boats from the same vendor as a sole source.

The total cost, including applicable sales tax, is \$80,138.44.

Funds are appropriated in the following account:

1000-151200-5AA555	(2) Boats with Equipment and Installation	\$91,758.00
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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 June 15, 2010.

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

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

**COUNTY OF LEXINGTON, SOUTH CAROLINA**

**ORDINANCE NO. 10-03**

**AN ORDINANCE TO AUTHORIZE INSTALLMENT PAYMENT OF REAL  
PROPERTY TAXES PURSUANT TO SOUTH CAROLINA CODE SECTION  
12-45-75**

WHEREAS, there has been some interest from tax payers who desire for the County to accept installment payments of real property taxes during the tax year prior to the date on which the real property taxes are due; and

WHEREAS, a statute has been enacted by the General Assembly which allows for such payments as is set forth in South Carolina Code Section 12-45-75;

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

Section 1. The provisions as set forth in South Carolina Code Section 12-45-75 that allow for the installment payment of real property taxes are hereby adopted and approved for Lexington County. The specific provisions of South Carolina Code Section 12-45-75 are attached hereto.

Section 2. This Ordinance shall take effect for the 2011 real property tax year.

Section 3. Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
James E. Kinard, Jr.  
Chairman, Lexington County Council

ATTEST:

\_\_\_\_\_  
Diana Burnett, Clerk

First Reading: \_\_\_\_\_

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

Public Hearing: \_\_\_\_\_

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

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



**ORDINANCE 10-04**  
**AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR**  
**FISCAL YEAR 2010-11**

**WHEREAS**, South Carolina Code § 4-9-120 and § 4-9-130 require that County Council shall adopt an annual budget; and

**WHEREAS**, the annual budget shall be based upon estimated revenues and shall provide appropriations for County operations and debt service for all County departments and agencies.

**NOW, THEREFORE**, be it ordained and enacted by the Lexington County Council as follows:

**SECTION 1 - GENERAL**

The fiscal year 2010-11 County budget for Lexington County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted.

**SECTION 2 - COUNTY-WIDE TAX LEVY**

There shall be levied, for County operations and for County designated millage agencies (Midlands Technical College and Riverbanks Park) on all taxable property in Lexington County, sufficient taxes to fund the referenced budget in the number of mills allowed in Code Section 6-1-320. [Reassessment rollback millage will apply]

County Ordinary	21.939
Law Enforcement	29.889
Fire Service	15.489
Library	6.111
Solid Waste	7.762
Indigent Care	0.873
Capital Escrow	0.254
<b>Total County Operating Millage</b>	<b>82.317</b>
Midlands Technical College	2.922
Midlands Tech - Capital	1.381
Riverbanks Park	1.075
Mental Health	0.500

**SECTION 3 - DEBT SERVICE TAX LEVY**

The County Auditor is hereby authorized and directed to levy millages for all county and special district debt service funds in amounts sufficient to retire their respective debts.

**SECTION 4 - SPECIAL PURPOSE DISTRICT TAX LEVY**

There shall be levied, for the special purpose districts (Lexington County Recreation and Aging Commission, Irmo-Chapin Recreation Commission, and Irmo Fire District) on all taxable property in their respective districts, sufficient taxes to fund their respective budgets in the number of mills, allowed in Code Section 6-1-320. [Reassessment rollback millage will apply]

Lexington Recreation Commission	12.116
Irmo-Chapin Recreation Commission	13.139
Irmo-Fire District	15.489

**SECTION 5 - BUDGETARY ESTIMATES**

Anticipated revenues are stated as estimates and the respective appropriations are maximum and conditional. Should actual funding sources for any such fund be less than projected, the Administrator shall reduce budgeted expenditures attributable to said fund.

**SECTION 6 - BUDGETARY CONTROL**

Departments and/or other organizational units are bound to the appropriated expenditures incorporated herein. Upon the written request of the department head, the County Administrator, or his designated representative, is hereby authorized to effect transfers between line items.

Any departments which overspend their spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully compensate, prior to June 30, 2011, the impending overrun.

**SECTION 7 - LINE ITEM CARRYOVERS**

Any line items previously appropriated and/or properly encumbered as of June 30, 2010, shall be carried forward as an appropriation of fiscal year 2010-11 upon the recommendation of the County Administrator, and by passage of a budgetary amendment resolution by County Council.

**SECTION 8 - NEW GRANTS**

Grant funds applied for or received after the budget year, and therefore not stated in this budget ordinance, shall, by passage of a budgetary amendment resolution by County Council authorizing the acceptance of the grant and its appropriations, be accounted for in appropriate special revenues funds. The specific grant provisions shall direct the manner of expenditure of these funds.

**SECTION 9 - OTHER MISCELLANEOUS RECEIPTS**

Revenues other than those originally budgeted may be expended as directed by their respective revenue source after they are accepted and appropriated by the County Council by passage of the budgetary amendment resolution. Such funds include, but are not limited to, contributions, donations, special events, insurance and similar recoveries. These funds may be appropriated for any costs or overruns or new projects upon approval of County Council.

**SECTION 10 - LINE OF CREDIT AUTHORIZATION**

From time to time it may be necessary for the administration of the County (or any other agency for which the county levies taxes) to borrow in anticipation of tax revenues to guarantee continuity in regular operations. To provide for such contingencies, the administration of the county (or the respective agencies) is hereby authorized to borrow in anticipation of ad valorem tax collections. Such authorization may only be exercised upon certification of need by both the County Treasurer and the Finance Director (or the CEO of the agency and the Chief Financial Officer) and any amount borrowed must be obtained at the lowest possible interest rate and repaid as quickly as practical.

**SECTION 11 - SEVERABILITY**

If for any reason any provision of this Ordinance shall be declared invalid or unconstitutional, such shall not affect the remaining provisions of this Ordinance.

This Ordinance shall become effective July 1, 2010.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
James E. Kinard, Jr., Chairman

ATTEST:

\_\_\_\_\_  
Diana W. Burnett, Clerk

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



## COMMITTEE REPORT

**RE:** Fundraising Activity Guidelines as Established by the Fire Service Leadership Team

**DATE:** June 4, 2010

**COMMITTEE:** Committee of the Whole

**MAJORITY REPORT:** Yes

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The Committee of the Whole met on Tuesday, May 25, 2010, to review the proposed Fundraising Activity Guidelines as Established by the Fire Service Leadership Team.

William Shockley, Fire Service Leadership Team Facilitator and David Fulmer, Assistant Chief, presented the proposed Fundraising Activity Guidelines. These were adopted by the Leadership Team on April 15, 2010 for immediate implementation. Judge Shockley highlighted three of the main areas the Leadership Team revised in the guidelines; 1) prohibit the use of professional fundraising firms, 2) each fire station is individually responsible for the audit of all fundraising monies, and 3) any equipment purchased must be compatible with County standard equipment.

The Committee asked whether fundraisers were also for families in need and not just for the benefit of the fire stations. Judge Shockley replied that it has always been their primary goal and stations usually keep certain items for families in need.

Part-time and full-time employees cannot serve in leadership roles for the fundraising campaigns. Campaigns will be handled by unpaid volunteers only.

The Committee of the Whole voted unanimously to recommend that full Council approve the proposed Fundraising Activity Guidelines.