



CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Monday, May 2nd 2022 **at 5:45 PM**

R. Carlisle Roddey Chester County Government Complex

1476 J A Cochran Bypass, Council Chambers

AGENDA

- 1. Call to Order**
- 2. Approval of minutes**
 - a. Approval of March 21st, 2022 Special Called CTC minutes.
- 3. Old Business**
 - a. Update on 2021 and 2022 road projects and County bridge repairs. Public Works Director Robert Hall and ICE Engineer Bill Coleman.
- 4. New Business**
 - a. Request to reimburse the Recycling Department for sign materials purchased in January 2022 in the amount of \$4916.16 dollars.
 - b. Request to reimburse the Road Department for road maintenance from January 2022 to March 2022 in the amount of \$8,373.94 dollars.
- 5. Adjourn**

SPECIAL CALLED

CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Monday, March 21st, 2022 at 5:50 PM

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1476 J A Cochran Bypass, Council Chambers

MINUTES

Present: Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, County Attorney Winters, and Clerk to Council Lee.

Absent: Councilman Killian.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order at 5:50 PM.
2. **Approval of Minutes**
 - a. **January 20th, 2022 Special Called CCTC Minutes.**
Councilman Vaughn motioned to approve, second by Councilwoman Guy. Vote 4-0 to approve. Vice Chairman Branham was not present at the 1-20-22 meeting.
 - b. **January 4th, 2022 CCTC minutes.**
Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 3-0 approve Councilman Jordan was not present at the 1-4-2022 meeting. Councilwoman Guy's name was mistakenly left off from the 1-4-2022 meeting.
3. **Old Business**
 - a. **Corrections for reimbursements from the Road Department for account (100-401-5225).**
 1. **November 15, 2021: Add \$180.93 for 1 cent sales tax that was not included in the total.**
Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
 2. **January 4, 2022: Deduct \$275.07 that was overcharged in error.**
Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.
4. **New Business**
 - a. **Request to reimburse the Road Department for County Road maintenance from December 07, 2021 to March 2, 2022 in the amount of \$19,996.53.**
Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.
 - b. **Council to consider accepting Georgetown Road into the County Road System. Attorney Winters.**

Attorney Winters stated this was something that council talked about at the September 7th meeting of last year but was never affirmatively adopted. The motion was made to maintain to the gate second by Councilman Vaughn. 6-0 to approve at the CCTC meeting. But Miss Lee and I could not find where county council adopted that recommendation. And so that's why it's on the agenda for this evening.

Councilman Vaughn stated for clarity for the public, what part of Georgetown Road was she speaking of?

Attorney Winters stated Mr. Trotter, had done some amazing research on this if you would like to hear from him directly. He's in the audience.

Russell Trotter stated it was roughly around 270 ft to 300 feet. The issue was that in 1970 when the state adopted the road and decided to pave it, they didn't go any further than the last house at the time. Which left them 300 feet behind them. Because it was just timberland that the road went through until it hit our gate. His family has owned the property since 1936. And he can show where the property's been in ownership since the 1880s. Attorney Winters also has a plat from 1919 that shows the road that became Georgetown Road. There issue was when the council voted to take the road on under a prescriptive easement, the problem was there is no way to record a prescriptive easement. Their worry was that within the next five years, because now those properties have been subdivided. Mrs. Howze came before the Planning Commission to get her lot rezoned. There's another property owner and an additional property owner before you get to our gate, which means they have to effectively cross all three of those properties in order to access there's. Without there being some sort of legal description of that prescriptive easement, a deed of the easement or the county taking it in as a roadway and putting up a sign. He stated ten years from now, and nothing has been done with those three properties he could be standing in front of possibly a new council having to fight the same argument repeatedly until it's said and done.

Vice Chairman Branham asked if the property line rundown the center of that proposed property.

Mr. Trotter stated no, it runs it runs perpendicular and crosses three properties to our gate. The last few properties were subdivided in 1988. The first, second and third house were the three that they had to cross to get to their property. The only issue they could see was if there's no survey being done if there's no legal description, where the county deeds that prescriptive easement or calls it a road that in five years from now, they will be having the same argument every time somebody wants to do something with one of those three properties. They have residential power on their property because it used to be a house on it way back in the day.

There's an overhead aerial power line that runs just about dead center of the roadway, Duke Energy would be of the same argument that the county's prescriptive easement because there's a transformer pole that sits on his property that feeds back into that neighborhood. So that same prescriptive easement type of deal with overhead power would be the same argument the county has. The issue is there's got to be something recorded or the county has to take it into their road system. When somebody does come out to develop it, the surveyor knows that something's there because the surveyor is not going to go back and check county minutes. He's going to go pull deeds and pull associated plats at the courthouse and if something is not shown, where it's a road other than that state map, or the county has a deeded easement for that. He's not going to have any knowledge. They would be coming right back here every time that occurs.

Councilman Vaughn said he thought this would be a good solution to this problem to go ahead and take this road into the system since it would not require much maintenance.

Attorney Winters stated it's important that council understand that the County did maintain that road up until 2017. And at that point in time, the owner of the property said stop, I don't want you on my property. But unfortunately, it affected others around them, the county has always maintained the road up until that time.

Mr. Trotter stated where Mrs. Howze property line stops, the road would basically die with her. You're not only giving us access, but you're also giving the owner of lot two access and the owner a lot one access to their property. I mean, it's not just us that are trying to gain it. They haven't fought this fight because they haven't tried to develop their property yet. If they came out and measured ditch bank to ditch bank, it would be about 30 to 33 feet, it's about 270 to 290 feet. It was stated the county was going to throw some rock down and scrape it and maintain it. It would need minimum maintenance, every 10 years it may need something. He thought it would behoove the county to also put up a sign at some point, just so that when a surveyor does come down there, it's there and something is recorded in the courthouse. Council now has a state map to back you up and every bit of evidence that he had given Attorney Winters to back Council up to say it's a road.

Attorney Winters stated she thought the CCTC should recommend that it be included in the county road system and then when we come out of CCTC and go into regular session for the items that you have to vote on then as a county council vote on the acceptance of that portion.

Councilman Wilson motioned to approve adding Georgetown Road into the county road system, second by Councilman Vaughn. Vote 5-0 to approve.

5. Adjourn

Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote 5-0 to adjourn.

ROADS SCHEDULED FOR PAVINGBY CHESTER COUNTY IN 2022

District	Road Name	Year
2	Appaloosa Ridge Road	2022
3	Barbers Creek Road	2022
5	Cessna Drive	2022
1	Crows Nest Road	2022
5	Debruhl Road	2022
5	Golden Maple Lane	2022
2	Hall Street	2022
1	J Bass Drive	2022
3	Katie Lane	2022
5	Luscombe Lane	2022
5	Minter Road	2022
4	Old Pavilion Road	2022
5	Oliphant Lake Road	2022
1	Poverty Hollow Road	2022
2	Tate Drive	2022
6	State Park Dr	2022

**CHESTER COUNTY RECYCLING, LITTER CONTROL, LANDFILL AND SIGN
REPLACEMENT**

P.O. DRAWER 580

CHESTER, SC 29706

DATE: April 19, 2022
TO: CHESTER COUNTY TRANSPORTATION COMMITTEE
FROM: ROBERT HALL, PUBLIC WORKS DIRECTOR
RE: REIMBURSEMENT FOR SIGN MATERIALS

Dear CCTC Members,

Please reimburse the following account (301-000-5218) for sign materials purchased in January 2022. The total amount for this period is:

\$4,916.16

Thank you,



Robert Hall
Public Works Director



Chester County, South Carolina

Roads Department
Post Office Drawer 580
Chester, SC 29706

April 19, 2022

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County road maintenance materials purchased from January 2022 to March 2022.

The total amount for this period is **\$8,373.94**.

Regards,

A handwritten signature in cursive script that reads "Randy Hall".

Randy Hall
Roads Department Supervisor



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Randy Hall
Roads Department Supervisor

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, May 2nd, 2022 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. April 19th, 2022 Council Minutes.
 - b. April 4th, 2022 Council Minutes.
- 4. Citizen Comments**
- 5. Public Hearing - None**
- 6. Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of Ordinance 2022-6** Authorizing The Issuance Of General Obligation Bonds, In One Or More Series, Tax-Exempt Or Taxable, In An Amount Not To Exceed \$860,000 For The Purpose Of Acquiring, Constructing, Equipping, Or Rehabilitating Various Capital Projects In The Lando Rural Fire District; Authorizing The Interim Chairman Of The County Council/County Supervisor To Prescribe The Form And Details Of The Bonds; Providing For The Payment Of The Bonds And The Disposition Of The Proceeds Of The Bonds; Providing For Borrowing In Anticipation Of The Issuance Of The Bonds; And Other Related Matters.
- 7. Old Business**
 - a. Council to authorize the approval of a 3-year contract from ICSolutions for inmate calling platform and tablets. Detention Center Director Wayne Alley.
 - b. From CTC:**
 1. Approval to reimburse the Recycling Department for sign materials in the amount of \$4916.16 dollars.
 2. Approval to reimburse the Road Department for road materials in the amount of \$ 8,373.94 dollars.
- 8. New Business**
 - a. Council to authorize Sheriff's Office to apply for a Coronavirus Emergency Supplemental Funding Grant with match required. Captain David Peeples.
 - b. **1st Reading of CCMA22-02:** Applicant: Timothy O. Fudge request Tax Map #: 122-00-00-190-000 located at 2206 Fudge Guinn Rd. Edgemoor SC to be rezoned from Rural Two (R2) to Rural one (R1). Planning Commission vote 6-0 to approve.

9. **Boards and Commissions**
 - a. Appointment to the Assessment of Appeals Board- Interim Chairman Dr. Frederick.
10. **Executive Session**
 - a. To receive legal advice regarding Morcon. Attorney Winters.
 - b. To receive legal advice regarding Project 2213. Attorney Winters.
 - c. To receive legal advice regarding a contractual matter for Gallo. Attorney Winters.
 - d. To receive legal advice regarding the Gateway. – Attorney Winters.
 - e. To receive legal advice regarding the purchase of property. Attorney Winters.
11. **Council Actions Following Executive Session**
 - a. Action taken regarding legal advice of Morcon.
 - b. Action taken regarding Project 2213.
 - c. Action taken regarding legal advice for a contractual matter of Gallo.
 - d. Action taken regarding legal advice of the Gateway.
 - e. Action taken regarding the purchase of property.
12. **Council Comments**
13. **Adjourn**

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments: Each citizen will be limited to three minutes

Public Hearings: Each citizen will be limited to three minutes

When introduced: Approach the podium, state your name and address
 Speak loudly and clearly making sure that the microphone is not obstructed
 Do not address the audience – direct all comments to Council
 Do not approach the Council table unless directed

Anyone addressing Council will be called out of order if you:
 Use profanity
 Stray from the subject
 Make comments personally attacking an individual member of Council

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, April 19th, 2022 at 6:00 PM

Present: Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, Councilman Killian, County Attorney Winters, and Clerk to Council Lee. **Absent:** Interim Chairman Dr. Frederick.

1. **Call to Order-** Vice Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation-**Pledge was recited in unison; Councilwoman Guy gave the invocation.
Councilman Wilson motioned to add an emergency item to the agenda: add 10.c. To Receive legal advice regarding the open position of the Human Resource Director and 11c., second by Councilman Jordan. Vote 6-0 to approve.
Vice Chairman Branham removed 6.b. from the agenda.
3. **Approval of Minutes-** minutes was not approved.
4. **Citizen Comments**
Lisa Plyler stated she and other residents on Silverbrook Road asked if it could be added to the County Road system. The first part of the road was worked by the state, the second part the state does not work now has potholes and was only one lane wide, the road was only a tenth of a mile.
5. **Public Hearing -None**
6. **Ordinances/Resolutions/Proclamations**
 - a. **1st Reading of Ordinance 2022-6 Authorizing The Issuance Of General Obligation Bonds, In One Or More Series, Tax-Exempt Or Taxable, In An Amount Not To Exceed \$850,000 For The Purpose Of Acquiring, Constructing, Equipping, Or Rehabilitating Various Capital Projects In The Lando Rural Fire District; Authorizing The Interim Chairman Of The County Council/County Supervisor To Prescribe The Form And Details Of The Bonds; Providing For The Payment Of The Bonds And The Disposition Of The Proceeds Of The Bonds; Providing For Borrowing In Anticipation Of The Issuance Of The Bonds; And Other Related Matters.**
Treasurer Tommy Darby stated to clarify the terminology it was the cost of issuing the bond not the insurance of the bond. Currently Lando Fire District has two outstanding bonds, when those bonds that are currently on the tax rolls roll off the millage rolls on and the millage would roughly stay level and would be no tax increase for the district. If it did increase, it would be minimal.

Councilman Jordan motioned to approve the first reading with a small increase in the issuance, second by Councilwoman Guy. Vote 6-0 to approve. Councilman Jordan motioned to allow the Lando Fire District to move forward with a contract for the purchase of a pumper truck and to enter into the contract before May 1st, 2022, second by Councilwoman Guy. Vote 6-0 to approve.

b. Removed 1st Reading in Title Only Ordinance 2022-7 Chester County Fiscal Year 2022/2023 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2022; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2022; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.

7. Old Business

a. 3rd Reading of CCMA22-01 Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve. Councilman Jordan motioned to approve with a reverter clause, second by Councilman Vaughn. Vote 6-0 to approve.

8. New Business

- a. Council to authorize the approval of a \$7000 grant from Project Safe Pet Matching for spay & neuter with 50% match. -Animal Control Director Kelli Simoneau. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**
- b. Council to authorize the approval of a bid for the construction of a county sign to Bullock Creek Contracting, LLC in the amount of \$74,000 to be installed at Exit 65 Southbound of I-77. Procurement Director Susan Cok. Councilman Jordan motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**
- c. Update Council regarding hiring an engineering firm for county projects. Procurement Director Susan Cok.** Mrs. Cok stated this was for information to Council that they would be hiring Alliance Consulting Engineers for some projects going forward.
- d. Council to authorize the approval for additional funding needed for North Chester Fire Station- Procurement Director Susan Cok.** Mrs. Cok stated unfortunately it had taken a while to get this project moving forward. With prices going up constantly they need additional funds to finish it out. Treasurer Darby stated North Chester Fire Department was part of the ordinances that was passed were funding sources, the capital project sales tax and the facilities corporation were funding sources. Both of those sources were available for the additional funding and should fit within what had already been approved by Council.

Mrs. Cok stated the extra cost was approximately \$75,000 dollars between the engineering services and the construction cost from the contractor. As soon as that happens, they can order the supplies and that will be when the price increase would stop.

Councilman Wilson stated they were issues with our side and with previous engineering that led them not to allow the work to begin on time. That is why the bid had increased. He asked with the new engineers would they redo the drawings, and what work would they be doing. Mrs. Cok stated they had noticed things on the land that were not quite where they should have been with the old engineers before. So those problems need to be fixed. They will be on the site once a month for six months which should also be timeframe to finish the project. She stated it should not be any additional cost for the minor things that would be corrected by the contractor. Councilman Wilson stated it was important that they make sure the engineering team is doing a good job, it has been frustrating and disappointing for Council and the citizens and Mrs. Cok as well. Councilman Wilson motioned to approve \$75,000 dollars, second by Councilman Jordan. Vote 6-0 to approve.

- e. Council to authorize the approval of a 3-year contract from ICSolutions for inmate calling platform and tablets. Detention Center Director Wayne Alley.** Mrs. Cok stated this contract was no cost to the county, the money that gets collected comes from the use of the service. Mr. Alley stated they have been using this company since 2017 and would like to upgrade and provide tablets to the inmates. The tablets would provide revenue back to the detention center which would be used to buy clothing, slides, socks, mattress covers towels, washcloths, and supplies for the inmates. The inmates would have to pay to use the tablets. Councilman Wilson asked what would the primarily use of the tablets be. Mr. Alley stated they can buy music, games, reading books, look at the law library but also use it to make medical request along with other things. He stated it would be a closed network and maintained by ICSolutions. Councilwoman Guy asked if other detention centers were doing the same thing. Mr. Alley stated yes. Councilman Jordan asked if Mr. Alley could get someone from the company to come and demonstrate how the tablet would work. Mr. Alley stated yes, he could come back next month to provide the demonstration. Taken as information.

9. Boards and Commissions

a. Appointment to the Library Board- Councilman Killian.

Councilman Killian stated Ms. Fair's job did not give her the time to devote to the board. Councilman Killian motioned to remove Marquita Fair off the Library Board, second by Councilwoman Guy. Vote 6-0 to approve.

Councilman Killian motioned to appoint Shannon Hyde to the Library Board, second by Councilman Vaughn. Vote 6-0 to approve.

10. Executive Session

Councilman Jordan motioned to go to executive session, second by Councilwoman Guy. Vote 6-0 to approve.

- a. To receive legal advice regarding the purchase of property. Attorney Winters.
- b. To receive legal advice regarding County infrastructure. Attorney Winters.
- c. To receive legal advice regarding the HR Director position.

11. Council Actions Following Executive Session

Councilwoman Guy motioned to go back to regular session, second by Councilman Killian. Vote 6-0 to approve.

a. Action taken regarding the purchase of property. Taken as information.

b. Action taken regarding County infrastructure. Taken as information.

c. Action taken regarding legal advice of the HR Director position.

Councilman Wilson motioned for Interim HR to list the open position for the Human Resource position on Indeed, also the South Carolina Association of Counties website along with the Municipal Association website to be done by the end of this week, second by William Killian. Vote was 6-0 to approve.

12. Council Comments

Attorney Winters stated for information to Council, Southeastern was sold and closed on April 8th. Nobel Oil owns it now, they will become a viable company for Chester County.

Vice Chairman Branham stated he planned to ask Bill Coleman (County engineer) to look at Silverbrook Road to see what was going on with the road past state maintenance.

13. Adjourn

Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote 6-0 to adjourn.

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, April 4th, 2022 at 6:00 PM

Present: Interim Chairman Dr. Frederick, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, Councilman Killian, County Attorney Winters, and Clerk to Council Lee.
Absent: Vice Chairman Branham.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.
2. **Pledge of Allegiance and Invocation**
Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **Council minutes from March 21st, 2022.**
Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
Councilman Killian was not present for the March 21st meeting and did not vote.
 - b. **Special Called Council minutes March 29th, 2022.**
Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 5-0 to approve.
4. **Citizen Comments-**No one signed up to speak.
5. **Public Hearing -** Interim Chairman Dr. Frederick opened the public hearing. No one signed up to speak.
 - a. **3rd Reading of 2022-3** Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.
 - b. **3rd Reading of 2022-4** An Ordinance to Increase Adoption Fees for Chester County Animal Control.
 - c. **3rd Reading of 2022-5** An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.

Interim Chairman Dr. Frederick closed the public hearing

6. Ordinances/Resolutions/Proclamations

- a. **3rd Reading of 2022-3 Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.** Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
- b. **3rd Reading of 2022-4 An Ordinance to Increase Adoption Fees for Chester County Animal Control.** Councilman Wilson motioned to approve with the change to \$50 for dogs and \$35 for cats, second by Councilman Jordan. Councilman Vaughn stated he had done research since the last vote stating the county taxpayers were losing \$115 dollars for each dog and \$ 105 dollars for each cat that gets adopted. With the increase Councilman Wilson was proposing it would take the loss down to \$60 for dogs and \$95 for cats, doing this gradually would help tremendously since the cost had not been raised for a long time. Vote 5-0 to approve.
- c. **3rd Reading of 2022-5 An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.** Councilwoman Guy motioned to approve, second by Councilman Wilson. Councilman Wilson stated during the workshop last week he did not realize any subdivision that built would not have to come before the planning commission or council. His intention was they would still have to come before both, and he did not like the fact if a developer that did not have the best reputation or if the project did not make sense, they would not have the opportunity to vote it down. He would like to eliminate the last sentence in section one of the ordinance that read: *"These subdivisions shall also be allowed in all Zoning Districts which allow the location of detached residential units without having to comply with the minimum lot sizes of those Districts."*

Councilman Jordan stated the County currently did not have impact fees, it was important for the County to enter into a developer agreement for each development that comes to the County, this would be beneficial to the county until impact fees was established.

Councilman Wilson stated he would like to also have fee schedule attached to the document as well. There were certain areas in the County where fees would be higher than others.

Attorney Winters stated it could be added with the amendment that a contingency be approved by by Council as well. Councilman Wilson withdrew his second, Councilwoman Guy withdrew her motion. Councilwoman Guy motioned to remove the last sentence in section 1, adding subdivisions would continue to follow the same process currently in place and adhere to the fee schedule approved by County Council, second by Councilman Wilson. Vote 5-0 to approve.

7. Old Business

- a. **2nd Reading of CCMA22-01 Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve.** Councilman Jordan motioned to approve with a reverter clause, second by Councilwoman Guy. Vote 5-0 to approve.

8. New Business

- a. **Council to authorize South Chester Fire Department the approval to accept a \$5000 grant from the SC Forestry Commission to equip a 2000-gallon tanker with a match of \$5000 dollars. -Rural Fire Coordinator Meghan Brewer.** Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

9. Boards and Commissions-None

10. Executive Session

Councilwoman Guy motioned to go executive session, second by Councilman Killian. Vote 5-0 to approve.

- a. To receive legal advice regarding the County Administrator search. Attorney Winters.

11. Council Actions Following Executive Session

Councilwoman Guy motioned to go back to regular session, second by Councilman Killian. Vote 5-0 to approve.

Attorney Winters stated while they were in executive session the interim chairman recused himself.

- a. **Action taken regarding legal advice of the County Administrator search.**
Attorney Winters stated there was no action taken.

12. Council Comments-None

13. Adjourn-Councilwoman Guy motioned to adjourn, second by Councilman Vaughn. Vote 5-0 to adjourn.

Time: 7:15 PM

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2022-~~H-6~~

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED ~~\$850,000~~\$860,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE LANDO RURAL FIRE DISTRICT; AUTHORIZING THE INTERIM CHAIRMAN OF THE COUNTY COUNCIL/COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: MAY 16, 2022

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AN ORDINANCE

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED ~~\$850,000~~860,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE LANDO RURAL FIRE DISTRICT; AUTHORIZING THE INTERIM CHAIRMAN OF THE COUNTY COUNCIL/COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council (“Council”) of the Chester County, South Carolina (“County”), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (“County Bond Act”), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for a special tax district up to any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has created the Lando Rural Fire District, as a special tax district of the County, according to Chester Code of Ordinances section 2-626, *et seq.*;

(e) The County has determined to acquire, construct, equip, or rehabilitate various capital projects, as more fully described in Section 20 (collectively, “Projects”);

(f) The assessed valuation of all property in the Lando Rural Fire District in the County as of April 1, 2022 (unaudited), for purposes of computation of the Bonded Debt Limit, is not less than \$13,110,825. Eight percent of this assessed valuation is \$1,048,866 (“Lando Rural Fire Bonded Debt Limit”). As of the date of this Ordinance (unaudited), the County has outstanding no more than \$27,555 of limited-tax general obligation indebtedness subject to the Lando Rural Fire Bonded Debt Limit. As of the adoption of this

Ordinance, the difference between the Lando Rural Fire Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the Lando Rural Fire Bonded Debt Limit (“Available Debt Limit”) is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$1,048,866.

(g) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate ~~\$850,000~~\$860,000 for the purpose of: (i) funding all or a portion of the Projects; and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of ~~\$850,000~~\$860,000 in limited-tax, general obligation bonds of the County to be designated “Limited-Tax General Obligation Bonds of Chester County, South Carolina” (“Bonds”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully-registered bond; dated the date of their delivery or such other date as may be selected by the Interim Chairman of the County Council/County Supervisor; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the Interim Chairman of the County Council/County Supervisor; and shall mature as determined by the Interim Chairman of the County Council/County Supervisor.

SECTION 3. *Delegation of Certain Details of the Bonds.* The Council expressly delegates to the Interim Chairman of the County Council/County Supervisor determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or “stimulus” laws. The Interim Chairman of the County Council/County Supervisor is further directed to consult with the County’s bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer’s Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate

and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. *Book-Entry Only System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bond will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Interim Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. Form of Bonds. The Bonds shall be in the form as determined by the Interim Chairman of the County Council/County Supervisor under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the Lando Rural Fire District in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. *Exemption from State Taxation.* Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. *Sale of Bond, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the Interim Chairman of the County Council/County Supervisor may determine, using a Notice of Sale or other similar Notice, as the Interim Chairman of the County Council/County Supervisor may determine.

SECTION 14. *Deposit and Application of Proceeds.* It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

SECTION 15. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series

of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. *Authority to Issue Bond Anticipation Notes.* If the Interim Chairman of the County Council/County Supervisor should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code (“BAN Act”) rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the Interim Chairman of the County Council/County Supervisor is further requested and authorized to effect the

issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the Interim Chairman of the County Council/County Supervisor should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the Interim Chairman of the County Council/County Supervisor is requested to continue the issuance of BANs until the Interim Chairman of the County Council/County Supervisor determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the Interim Chairman of the County Council/County Supervisor and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the Interim Chairman of the County Council/County Supervisor.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered “draw-down” style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the Interim Chairman of the County Council/County Supervisor. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The Interim Chairman of the County Council/County Supervisor is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the Interim Chairman of the County Council/County Supervisor under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully-registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully-registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully-registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.*

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be “arbitrage bonds,” as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

SECTION 20. *Reservation of Revenues.* The County shall reimburse itself from revenues that would otherwise be allocated to the District for any amounts expended for the Projects contemplated by this Ordinance and/or the Resolution adopted by the County Council on April 19, 2022, which funds are not otherwise paid directly from or reimbursed to the County by the proceeds of the Bonds.

SECTION 21. *Authorization for County Officials to Execute Documents.* The Council authorizes the Interim Chairman of the County Council/County Supervisor, Clerk to County Council and other County Officials to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. *Amendments.* The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

SECTION 23. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the Interim Chairman of the County Council/County Supervisor, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. *Retention of Bond Counsel and Other Suppliers.* The Council authorizes the Interim Chairman of the County Council/County Supervisor to retain the law firm of King Kozlarek Law LLC, as its bond counsel, in connection with the issuance of the Bonds.

The Council further authorizes the Interim Chairman of the County Council/County Supervisor to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the Interim Chairman of the County Council/County Supervisor is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 25. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

CHESTER COUNTY, SOUTH CAROLINA

Chairman/Interim Supervisor, County Council

(SEAL)
ATTEST:

Clerk to Council

First Reading: April 19, 2022
Second Reading: May 2, 2022
Public Hearing: May 16, 2022
Third Reading: May 16, 2022

Document comparison by Workshare 10.0 on Wednesday, April 20, 2022 11:31:40 AM

Input:	
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Rendering set	Standard

Legend:	
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Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	5

Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	10

ICSOLUTIONS OFFER OVERVIEW

ICSolutions' offer is based upon a three (3)-year contract term with annual renewals thereafter. ICSolutions will provide all of the following.

Technology & Services

THE ENFORCER Inmate Calling Platform: Continued use of the centralized ENFORCER calling platform including voice biometrics, robust investigative and administrative tools, and storage of all call recordings and data for the entire contract term (standard phones & visitation sets)

THE BRIDGE 8 Inmate Tablets: ICSolutions will initially deploy 30 tablets with 8" screens and will deploy additional units as needed up to **1 tablet per inmate**; host inmate email, calling, grievance / appointment request, commissary ordering, FREE and UNLIMITED Edovo Core premium education content, entertainment content, commissary ordering, optional video chat and video messaging, and more

Fastcase Law Library: Accessible via inmate tablet

Rates & County Compensation

	Usage Rate	Commission Rate
<i>Inmate Calling (U.S.)</i>	\$0.14 per minute	60.1%
<i>Inmate Calling (International)</i>	Cost* + \$0.14 per minute	60.1%
<i>Inmate Voicemail</i>	\$1.00 per message	50%
<i>Video Chat (optional)</i>	\$0.25 per minute	25%
<i>Video Messaging (optional)</i>	\$0.35 per message	25%
<i>Streaming Tablet Content</i>	\$0.05 per minute	25%
<i>Email / Photo Sharing</i>	\$0.25 per message / photo	25%

NOTE: Call Rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

*For international call, "cost" means ICSolutions' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Standard FCC-approved funding fees will apply for prepaid accounts (\$3.00 per web/IVR transaction, \$5.95 per live agent transaction). In addition, a 7% Bail Bond Handling Fee will apply to bond payments submitted via credit/debit card or cash.

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Chester County Sheriff's Office (the "County") having its principal address as set forth on Exhibit A, attached hereto.

Whereas, the parties were parties to that certain Inmate Telephone Services Agreement with its effective date of 3/2/2017 (the "Prior Agreement"); and

Whereas, the parties agree as follows:

- 1. Term of Contract.** This Agreement shall be effective as of the first day of the month following full execution hereof (the "Effective Date") and shall remain in force and effect for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 3. Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
- 6. Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of South Carolina shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Chester County of South Carolina.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants

that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder, provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** ICS shall indemnify, defend and hold harmless County from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third-party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.

19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with

information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer[®] software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
 - a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Chester County Sheriff's Office

(Signature)

(Signature)

Mike Kennedy

(Printed Name)

(Printed Name)

Vice President Sales & Marketing

(Title)

(Title)

(Date)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Chester County Sheriff's Office
2740 Dawson Drive
Chester, SC 29706
Att: Sheriff Max Dorsey

Facilities & Service Locations:

Facility Name

Service Locations

Chester County Jail

2740 Dawson Drive
Chester, SC 29706

Equipment to be shipped to:

Chester County Jail
2740 Dawson Drive
Chester, SC 29706

Commissions to be paid to:

Chester County Sheriff's Office
2740 Dawson Drive
Chester, SC 29706
Att: Sheriff Max Dorsey

Exhibit B – Equipment

Centralized Enforcer® call processing platform, housed in ICS' Atlanta data center and backed up at its data center in San Antonio, along with the following:

- 27 stainless steel inmate telephones
- 14 visitation phone sets, connected to the Enforcer® for monitoring & recording
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- Online storage of all call recordings and call data for the entire contract duration plus continued access to all historical call detail records and recordings from the Prior Agreement
- Unlimited ENFORCER® user licenses
- JMS and commissary / banking interfaces
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for Facility staff & called parties
- Local technicians to provide onsite maintenance & support
- New/refresher training for all Facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Enforcer® Investigative & Voice Biometrics Suite:

- The AnalyzerSM link analysis / data mining tools
- The VerifierSM pre-call inmate voice verification
 - Featuring automatic voice enrollment
- The ImposterSM in-call continuous voice biometrics

The Enforcer® IVR Suite

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

The Bridge 8 Handheld Inmate Devices

- Wireless, 8" inmate tablets (*Initially 30 tablets; additional as needed up to one per inmate*)
- Inmate email/text messaging
- Inmate Calling app – enables secure inmate calling through ICS' Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting, forms, appointment request, & inmate handbook
- Commissary ordering
- Educational content
- Entertainment content
- Video Chat (optional)
- Law library subscription service.
- Optional mail scanning (optional)
 - Onsite or offsite scanning of non-legal postal mail
 - Delivered to inmates via The Bridge 8 Tablets
- Turnkey installation including hardware, software, wireless access points, and charging stations

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Prepaid, Collect & Debit Calling Rates	
Call Type	Per Minute Charge
Local	\$0.14
Intrastate/IntraLATA	\$0.14
Intrastate/InterLATA	\$0.14
Interstate	\$0.14
International Debit	Cost* + \$0.14

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

* "Cost" means ICS' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

Payment Processing Fee (Live Agent)	\$5.95
Payment Processing Fee (IVR or Internet)	\$3.00
Bill Statement Fee	\$2.00
Trust Account Deposits (lobby kiosk)	\$3.00

Bail Bond Handling Fee:

Gross Amount Deposited	Credit/Debit Deposits via Website	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 to \$1,500	7.0%	7.0%	7.0%	7.0%
\$1,500.01 to \$5,000.00	N/A	N/A	N/A	7.0%

Other Service Fees (commissionable; see Exhibit D):

Inmate Voicemail (per message)	\$1.00
Tablet Email Messaging (per message/photo)	\$0.25
Tablet Entertainment (per minute)	\$0.05
Tablet Video Chat (per minute)	\$0.35

(All other fees free or waived)

Exhibit D – Commissions

ICS shall pay to County a Commission of 60.1% of the gross revenue for all call types generated from County's Service Locations. Additionally, ICS shall pay to County a Commission of 50% of any service fees collected with respect to Inmate Voicemail services and 25% of any service fees collected with respect to Tablet Entertainment, Messaging and Video services. In the event that County deploys the optional Offsite Mail Scanning service, then the Tablet Commission shall not apply with respect to Messaging services.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

South Carolina

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM



FFY 2023 CESF Solicitation

**South Carolina Department of Public Safety
Office of Highway Safety and Justice
Programs**

Grant Period: October 1, 2022 – September 30, 2023
Applications Due: Friday, May 6, 2022

Coronavirus Emergency Supplemental Funding Program

I. Introduction

The Coronavirus Emergency Supplemental Funding (CESF) Program was authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. A jurisdiction was determined to be eligible for direct CESF funding through the U.S. Department of Justice's Bureau of Justice Assistance (BJA) if that jurisdiction was identified as eligible for funding under the FY 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program. As the State Administering Agency (SAA) for the JAG Program, the South Carolina Department of Public Safety's Office of Highway Safety and Justice Programs (OHSJP) has been designated by the BJA to administer South Carolina's allocation of CESF Program funds.

II. Funding Policy

Grants pay for 100 percent of project costs for a 12-month project period, from October 1, 2022 – September 30, 2023. Please note that, unlike the JAG Program, there is no Variable Pass-Through (VPT) requirement to locals for the CESF Program.

III. Eligible Applicants

The CESF Program is open to state agencies, local units of government, tribal governments, and non-profit agencies. There is never a guarantee of continuation funding for any program or project. A "local unit of government" is defined as any city, county, town, township or other political subdivision of a state.

In addition, the following points should be noted regarding local units of government:

- A. The term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally-recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, police departments, sheriffs' offices and public defender's offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.
- B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts) similar to police departments would have to apply through their local units of government.

- C. A solicitor's office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

- a. Maintain the financial records for the grant
- b. Include the solicitor's office in its payroll records; and
- c. Include the financial records of the grants to the solicitor's office in its organization-wide audit.

- D. Information for the following individuals will be required on the Grant Application:

- a. Project Director – Implementing Agency/Department Head, or person involved in the daily operations of the project.
- b. Financial Officer - City or County Finance Director, or state agency Chief Financial Officer; and
- c. Official Authorized to Sign - Mayor, City or County Administrator, or state agency director

IV. Matching Requirement

The CESF Program does not require a match.

V. Guidelines for the Use of Grant Funds

A. Permissible uses of funds

Projects funded under the CESF Program must have a nexus to criminal justice and be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NEW: Due to the increase in violent crime experienced during the pandemic, projects that support initiatives to prevent the occurrences of these crimes are also permissible.

While there are not specific priorities, projects that will have a lasting effect on Criminal Justice systems will be strongly considered for this round of funding. Examples include:

- Projects that reduce crowding in criminal or juvenile justice systems such as those that support technology solutions allowing proceedings to be completed virtually or provide electronic monitoring.

- Projects that facilitate social distancing by reducing the need for the public to visit law enforcement or other criminal justice facilities such as those that allow web based reporting or document requests.
- Projects that provide equipment or infrastructure that will outlast and continue to provide use beyond the end of the project period.

B. Expenditures which require prior BJA approval

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the applicant intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the applicant. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the applicant requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation and justification related to these items should be included with the application. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items. Additionally, BJA is in the process of updating guidance to implement a recent Executive Order and OJP Order 2700.1 prior to granting any future approval requests for UAS/UA/UAV's. The OHSJP does not have an anticipated timeframe as to when this guidance will be released. For more information on OJP Order 2700.1 Policy on Funding Unmanned Aircraft Systems go to: <https://www.justice.gov/opa/pr/department-justice-revises-policy-governing-grants-associated-foreign-made-unmanned-aircraft>

C. Prohibition of supplanting

Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. The DOJ Grants Financial Guide defines supplanting as: to deliberately reduce state or local funds because of the existence of federal funds. For example, when state funds are appropriated for a stated purpose and federal funds are awarded for that same purpose, the state replaces its state funds with federal funds, thereby reducing the total amount available for the stated purpose. The DOJ Grants Financial Guide is located at the following website for your reference: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

D. Unallowable uses of funds

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide, located here: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

Please note, CESF funds cannot be used as matching funds for other federal funding programs.

VI. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for, or impose another sanction on a subgrantee for any of the following reasons:

- A. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.
- B. Failure to submit reports (programmatic and/or financial) in a timely manner.
- C. Filing a false certification in this application or other report or document.

VII. Application Criteria and Funding Review Process

All grant applications must be completed using the OHSJP's web-based grants management system, "SCDPS Grants." SCDPS Grants can be accessed at <https://www.scdpsgrants.com/>, as well as through the South Carolina Department of Public Safety website at <http://www.scdps.sc.gov/ohsjp/>. All applications will be reviewed equally by the OHSJP staff to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. **Late applications will not be accepted.**

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. The OHSJP staff use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

- A. Documentation of need
 1. **Program Definition** - Any funds requested must be for the implementation of a program designed to prevent, prepare for, and respond to the coronavirus.
 2. **Project Impact** - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.
 3. **Budgetary Review** - Each application will be reviewed to ensure budgetary items are reasonable and costs are allowable.

4. Project Feasibility - Applicants should describe sufficiently and clearly how the project will be implemented.
5. Project Evaluation - Simple, specific, and measurable objectives should be presented, and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

- B. Geographical areas of greatest need
- C. Jurisdictions with limited resources
- D. Current or past grant performance
- E. Probability of success
- F. Effective utilization of resources
- G. Requested grant amount

IX. Additional Information Requirements and Programmatic Conditions:

A. Employment eligibility verification for hiring under the CESF award

1. The recipient (and any sub recipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any sub recipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any sub recipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a (a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of sub recipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any sub recipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any sub recipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or sub recipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any sub recipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any sub recipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

B. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

X. Notification Process

Applicants will be notified in writing by the OHSJP whether their application has been approved or denied for funding. Notices of these decisions are tentatively scheduled for publication in September/October. The FFY 2023 grant period is currently scheduled for October 1, 2022 – September 30, 2023.

XI. Application Process-SCDPS Grants

The grant application must be completed using the OHSJP's web-based grants management system, *SCDPS Grants*. *SCDPS Grants* can be accessed at <https://www.scdpsgrants.com/>, as well as through the South Carolina Department of Public Safety website at <http://www.scdps.sc.gov/ohsjp/>.

IMPORTANT NOTE! New users must submit their subgrantee user registration request by Friday, April 22, 2022.

The application must be fully complete and submitted via SCDPS Grants prior to the application deadline, which is **Friday, May 6, 2022**. Required/supporting documents, letters of cooperation, and appendices relating to the application may be uploaded as attachments to an application on *SCDPS Grants* or forwarded to the address below with the **application number written on the documents**. Any supporting documentation must be **received** by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

Ms. Kayla Boston
S.C. Department of Public Safety
Office of Highway Safety and Justice Programs
Post Office Box 1993
Blythewood, South Carolina 29016

Please be aware that *SCDPS Grants* will allow application submissions until 11:59 PM on the application due date. However, staff will not be available to assist with application questions after 5:00 PM.

For programmatic questions, you may contact Amy Kingston at AmyKingston@scpdps.gov or (803) 896-4742. Contact James Pendergrass at in Accounting-Grants for any financial questions at GrantsAccounting@scdps.gov or (803) 896-8097.

Grant Application Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

Budget and Description –

- Proposed expenditures are reasonable, adhere to application guidelines
- Equipment/personnel is documented as necessary
- Each expenditure is explained **in detail** in the budget narrative
- Agency current fiscal year authority approved budget

Problem Statement –

- The problem and/or need the project will address is defined exactly as it exists in **your particular community** (focus on the needs of your area and how the project will meet those needs)
- Local** information and statistics are provided to support the request for funding (do not use statewide information alone to support the development of a local level project)
- Existing efforts, current resources, and programs being utilized to deal with the problem are **thoroughly** addressed

Project Purpose –

- At least one distinct purpose/goal has been identified
- Project purpose/goal is S.M.A.R.T. (specific, measureable, achievable, relevant, and time-bound)

Project Objectives –

- The objectives are specific and measureable to show how the goal will be achieved
- There is at least one objective per goal listed

Performance Indicators –

- There is a performance indicator per project objective identified
- Each indicator shows how each objective will be measured and what methods will be used to evaluate progress towards achieving the objectives and goals.

Project Evaluation –

- Explain who will examine the project's objectives and performance indicators
- Explain how that person will determine the extent to which the entire project has solved the stated problem
- Evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness

Other Relevant Requirements –

- Attach applications for direct funding from BJA, the South Carolina Emergency Management Division (SCEMD)/FEMA, SC CARES, and/or other disaster funds related to the coronavirus response in the Documents section of the online application
- The implementation schedule should contain information on the timing of activities
- The total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects should be attached
- The name, title, address, phone, and email information must be completed on the online application for the Project Director, Financial Officer and Authorized Official. Original signatures will only be required once a grant award is made

Chester County Planning Commission Minutes
April 26, 2022

The April 26, 2022 meeting of the Chester County Planning Commission was held at 6:30 pm at R. Carlisle Roddey Government Complex located at 1476 JA Cochran Bypass, Chester, SC.

Notice of Meeting: Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the April 6th, 2022 Chester News & Reporter. All properties were also posted.

Quorum Established: Chairman Raines, Vice Chairman Smith, Commissioners Walley, Grant, Howell and Hill were present.

Absent: Commissioner Williams was absent with prior notification.

Staff Present: Mike Levister.

Call to Order- Chairman Raines called the meeting to order.

Approval of Agenda: Chairman Raines stated the applicant for CCMA22-03 had asked to withdraw her rezoning request due to certain circumstances she did not wish to proceed. She had provided staff with a letter to withdraw. Chairman Raines motioned to approve the agenda with the omission, second by Commissioner Howell. Vote 6-0 to approve.

Approval of Minutes from March 15, 2022 Meeting

Chairman Raines motioned to approve, second by Vice Chairman Smith. Vote 6-0 to approve.

New Business

CCMA22-02: Applicant: Timothy O. Fudge request Tax Map #: 122-00-00-190-000 located at 2206 Fudge Guinn Rd. Edgemoor SC to be rezoned from Rural Two (R2) to Rural one (R1).

Mr. Fudge stated he inherited the property and the house on it; the current zoning was R2, since R2 zoning required two acres he wanted the property rezoned to sell an acre to his niece and her husband. The property adjacent to his was zoned R1 which required one acre lot and he doesn't use the extra land.

Chairman Raines stated both properties would have to be the same zoning to combine them. No one spoke for or against the rezoning request. Chairman Raines motioned to approve, second by Vice Chairman Smith. Vote 6-0 to approve.

Removed CCMA22-03: Applicant: Sharrenda Hopkins request Tax Map # 160-03-02-013-000 located at 5243 George Beard Ave. Great Falls SC to be rezoned from Multi-Family Residential (RG-1) to General Residential (RG-2).

Comments/Discussion-There was no comments or discussion.

Adjourn-Chairman Raines motioned to adjourn, second by Vice Chairman Smith. Vote 6-0 to adjourn.

This is a summary of proceedings at the April 26th, 2022 meeting of the Planning Commission, and not a verbatim transcript of the meeting. This summary, and an audio recording of the meeting is retained by the Chester County Building & Zoning department, and available if requested. This summary represents the facts of this meeting, not the opinion or interpretation of the Secretary.



Chester County, South Carolina
 Department of Planning, Building & Zoning
 1476 J.A. Cochran Bypass
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 4/26/2022 Case # CCMA22-02 Invoice # 4966

The applicant hereby requests that the property described to be rezoned from R2 to R1

Please give your reason for this rezoning request:
per telephone conversation with Timothy 3.11.22 request to rezone to R1 to be zoned the same as his sisters property. This will allow him to be able to deed her a portion of his property.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: _____

Property Address Information

Property address: 2206 Fudge Guinn Rd Edgemore, SC 29712
 Tax Map Number: 122-00-00-190-0B Acres: 2.084

Any structures on the property: yes no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Timothy D. Fudge
2206 Fudge Guinn Rd Edgemore, SC 29712
 e: _____ cell _____ work _____

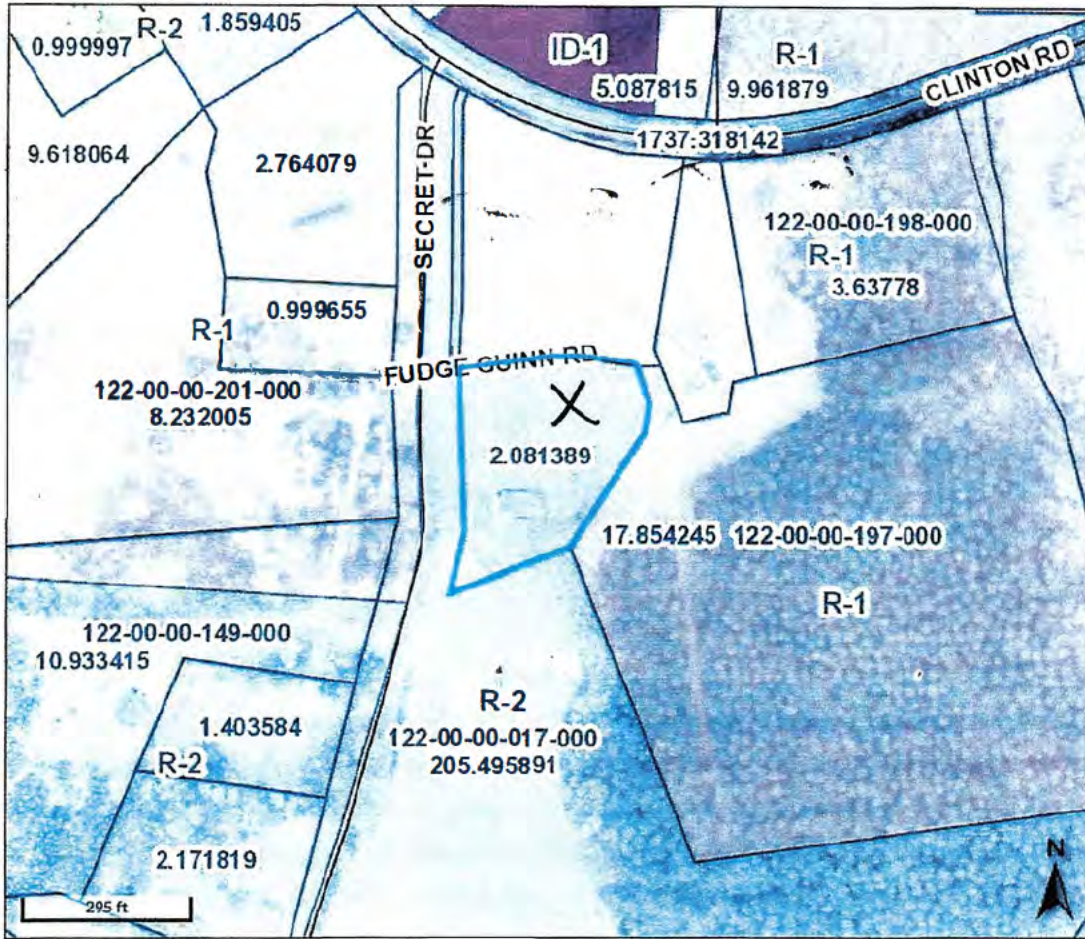
E-Mail Address: _____

Owner(s) if other than applicant(s): same as above
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Timothy D. Fudge Date: 3/10/22
 Applicant signature: _____ Date: _____

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Overview

Legend

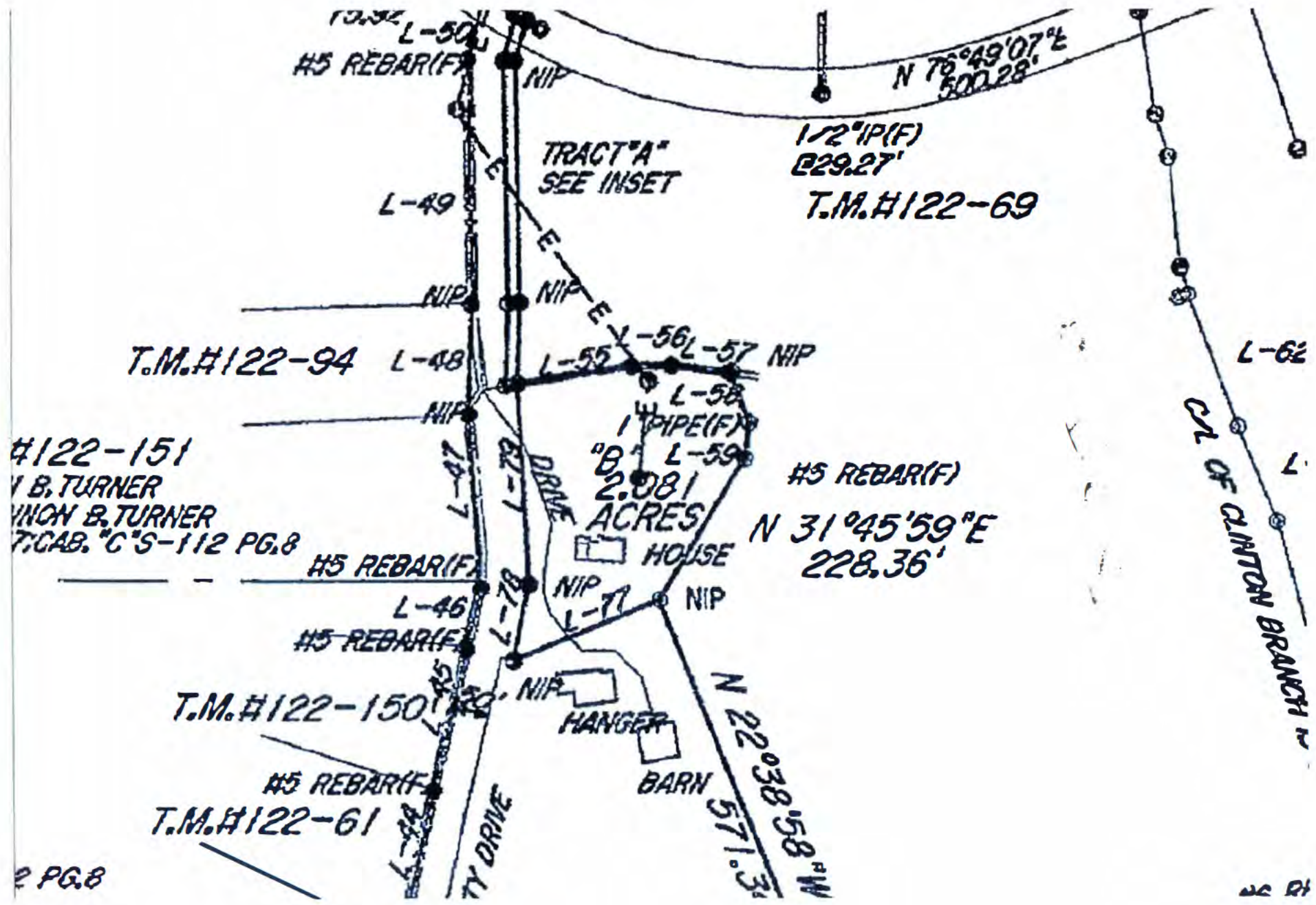
- Roads**
- Secondary Road
 - SC Highway
- Municipals**
- Parcels
- Chester County Zoning**
- AG
 - BI Basic Industrial
 - C1 - Central Commercial District
 - C2 - General Commercial District
 - CC Core Commercial
 - EDD
 - GC
 - GR General Residential
 - HC Highway Commercial
 - I - Industrial
 - I1 - Industrial Distr
 - ID-1
 - ID-2
 - ID-3
 - LC
 - LI Limited Industrial
 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1
 - R-2

- R-3
- R-4
- R10 One Family Residential
- R6 One and Two Family Residential
- R8 One Family Residential
- RG-1
- RG-2
- RIV
- RS-1
- County Boundary

Parcel ID 122-00-00 190 000
 Sec/Twp/Rng n/a
 Property Address 2206 FUDGE GUINN RD
 District 03
 Brief Tax Description TRACTB
 (Note: Not to be used on legal documents)

Alternate ID n/a
 Class R
 Acreage 2.081

Owner Address FUDGE TIMOTHY O
 2206 FUDGE GUINN RD
 EDGEMOOR SC 29712



L-50
#5 REBAR(F)

N 76°49'07"E
500.28'

TRACT "A"
SEE INSET

1/2" IP(F)
229.27'
T.M.#122-69

L-49

T.M.#122-94

L-48

L-55

L-56

L-57

#122-151
VIN B. TURNER
VINON B. TURNER
T.CAB. "C" S-112 PG.8

"B"
2.081
ACRES

HOUSE

#5 REBAR(F)
N 31°45'59"E
228.36'

#5 REBAR(F)

L-45

#5 REBAR(F)

T.M.#122-150

HANGER

BARN

N 22°38'58"W
571.3'

#5 REBAR(F)
T.M.#122-61

CL OF CLINTON BRANCH

PG.8

PG.8

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district during the entire time of service. A member who moves residence from the district form which appointed, or from the county, automatically vacates the position.*

Date: _____

Board or Commission Appointment being sought: _____

Name: _____ Occupation: _____

Street Address: _____

Mailing Address: (if different from above) _____

Telephone (Home): _____ Cell: _____

E-Mail: _____ Do you live in Chester County ____yes / ____no.

Date of Birth: ____/____/____ Sex: _____

If recommended by a Council Member, indicate name: _____

In which Council District do you reside? Please indicate (1-6) _____ 3 _____

Are you presently serving on a County Board or Commission? _____ If "yes" when does your term expire?

____/____/____

CONFLICT OF INTEREST STATEMENT: I, _____, as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) _____

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer.

Please check the appropriate box below.

Boards

- Accommodation Tax
- Assessment of Appeals
- Catawba Mental Health
- Catawba Regional Council of Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Zoning Board of Appeals
- Construction Board of Appeals
- Solid Waste Advisory Board

Commissions/Committee

- Airport Commission
- Parks & Recreation Commission
- Planning Commission
- Rural Fire Commission
- Lando Rural Fire Commission
- Fort Lawn Fire Protection
- Richburg Fire District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery
- Chester Metropolitan Commission
- Olde English Commission
- John Keziah Park Commission
- Radio Users Advisory Committee



CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Monday, May 2nd 2022 **at 5:45 PM**

R. Carlisle Roddey Chester County Government Complex

1476 J A Cochran Bypass, Council Chambers

AGENDA

- 1. Call to Order**
- 2. Approval of minutes**
 - a. Approval of March 21st, 2022 Special Called CTC minutes.
- 3. Old Business**
 - a. Update on 2021 and 2022 road projects and County bridge repairs. Public Works Director Robert Hall and ICE Engineer Bill Coleman.
- 4. New Business**
 - a. Request to reimburse the Recycling Department for sign materials purchased in January 2022 in the amount of \$4916.16 dollars.
 - b. Request to reimburse the Road Department for road maintenance from January 2022 to March 2022 in the amount of \$8,373.94 dollars.
- 5. Adjourn**

SPECIAL CALLED

CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Monday, March 21st, 2022 at 5:50 PM

R. Carlisle Roddey Chester County Government Complex

1476 J A Cochran Bypass, Council Chambers

MINUTES

Present: Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, County Attorney Winters, and Clerk to Council Lee.

Absent: Councilman Killian.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order at 5:50 PM.
2. **Approval of Minutes**
 - a. **January 20th, 2022 Special Called CCTC Minutes.**
Councilman Vaughn motioned to approve, second by Councilwoman Guy. Vote 4-0 to approve. Vice Chairman Branham was not present at the 1-20-22 meeting.
 - b. **January 4th, 2022 CCTC minutes.**
Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 3-0 approve Councilman Jordan was not present at the 1-4-2022 meeting. Councilwoman Guy's name was mistakenly left off from the 1-4-2022 meeting.
3. **Old Business**
 - a. **Corrections for reimbursements from the Road Department for account (100-401-5225).**
 1. **November 15, 2021: Add \$180.93 for 1 cent sales tax that was not included in the total.**
Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
 2. **January 4, 2022: Deduct \$275.07 that was overcharged in error.**
Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.
4. **New Business**
 - a. **Request to reimburse the Road Department for County Road maintenance from December 07, 2021 to March 2, 2022 in the amount of \$19,996.53.**
Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.
 - b. **Council to consider accepting Georgetown Road into the County Road System. Attorney Winters.**

Attorney Winters stated this was something that council talked about at the September 7th meeting of last year but was never affirmatively adopted. The motion was made to maintain to the gate second by Councilman Vaughn. 6-0 to approve at the CCTC meeting. But Miss Lee and I could not find where county council adopted that recommendation. And so that's why it's on the agenda for this evening.

Councilman Vaughn stated for clarity for the public, what part of Georgetown Road was she speaking of?

Attorney Winters stated Mr. Trotter, had done some amazing research on this if you would like to hear from him directly. He's in the audience.

Russell Trotter stated it was roughly around 270 ft to 300 feet. The issue was that in 1970 when the state adopted the road and decided to pave it, they didn't go any further than the last house at the time. Which left them 300 feet behind them. Because it was just timberland that the road went through until it hit our gate. His family has owned the property since 1936. And he can show where the property's been in ownership since the 1880s. Attorney Winters also has a plat from 1919 that shows the road that became Georgetown Road. There issue was when the council voted to take the road on under a prescriptive easement, the problem was there is no way to record a prescriptive easement. Their worry was that within the next five years, because now those properties have been subdivided. Mrs. Howze came before the Planning Commission to get her lot rezoned. There's another property owner and an additional property owner before you get to our gate, which means they have to effectively cross all three of those properties in order to access there's. Without there being some sort of legal description of that prescriptive easement, a deed of the easement or the county taking it in as a roadway and putting up a sign. He stated ten years from now, and nothing has been done with those three properties he could be standing in front of possibly a new council having to fight the same argument repeatedly until it's said and done.

Vice Chairman Branham asked if the property line rundown the center of that proposed property.

Mr. Trotter stated no, it runs it runs perpendicular and crosses three properties to our gate. The last few properties were subdivided in 1988. The first, second and third house were the three that they had to cross to get to their property. The only issue they could see was if there's no survey being done if there's no legal description, where the county deeds that prescriptive easement or calls it a road that in five years from now, they will be having the same argument every time somebody wants to do something with one of those three properties. They have residential power on their property because it used to be a house on it way back in the day.

There's an overhead aerial power line that runs just about dead center of the roadway, Duke Energy would be of the same argument that the county's prescriptive easement because there's a transformer pole that sits on his property that feeds back into that neighborhood. So that same prescriptive easement type of deal with overhead power would be the same argument the county has. The issue is there's got to be something recorded or the county has to take it into their road system. When somebody does come out to develop it, the surveyor knows that something's there because the surveyor is not going to go back and check county minutes. He's going to go pull deeds and pull associated plats at the courthouse and if something is not shown, where it's a road other than that state map, or the county has a deeded easement for that. He's not going to have any knowledge. They would be coming right back here every time that occurs.

Councilman Vaughn said he thought this would be a good solution to this problem to go ahead and take this road into the system since it would not require much maintenance.

Attorney Winters stated it's important that council understand that the County did maintain that road up until 2017. And at that point in time, the owner of the property said stop, I don't want you on my property. But unfortunately, it affected others around them, the county has always maintained the road up until that time.

Mr. Trotter stated where Mrs. Howze property line stops, the road would basically die with her. You're not only giving us access, but you're also giving the owner of lot two access and the owner a lot one access to their property. I mean, it's not just us that are trying to gain it. They haven't fought this fight because they haven't tried to develop their property yet. If they came out and measured ditch bank to ditch bank, it would be about 30 to 33 feet, it's about 270 to 290 feet. It was stated the county was going to throw some rock down and scrape it and maintain it. It would need minimum maintenance, every 10 years it may need something. He thought it would behoove the county to also put up a sign at some point, just so that when a surveyor does come down there, it's there and something is recorded in the courthouse. Council now has a state map to back you up and every bit of evidence that he had given Attorney Winters to back Council up to say it's a road.

Attorney Winters stated she thought the CCTC should recommend that it be included in the county road system and then when we come out of CCTC and go into regular session for the items that you have to vote on then as a county council vote on the acceptance of that portion.

Councilman Wilson motioned to approve adding Georgetown Road into the county road system, second by Councilman Vaughn. Vote 5-0 to approve.

5. Adjourn

Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote 5-0 to adjourn.

ROADS SCHEDULED FOR PAVINGBY CHESTER COUNTY IN 2022

District	Road Name	Year
2	Appaloosa Ridge Road	2022
3	Barbers Creek Road	2022
5	Cessna Drive	2022
1	Crows Nest Road	2022
5	Debruhl Road	2022
5	Golden Maple Lane	2022
2	Hall Street	2022
1	J Bass Drive	2022
3	Katie Lane	2022
5	Luscombe Lane	2022
5	Minter Road	2022
4	Old Pavilion Road	2022
5	Oliphant Lake Road	2022
1	Poverty Hollow Road	2022
2	Tate Drive	2022
6	State Park Dr	2022

**CHESTER COUNTY RECYCLING, LITTER CONTROL, LANDFILL AND SIGN
REPLACEMENT**

P.O. DRAWER 580

CHESTER, SC 29706

DATE: April 19, 2022
TO: CHESTER COUNTY TRANSPORTATION COMMITTEE
FROM: ROBERT HALL, PUBLIC WORKS DIRECTOR
RE: REIMBURSEMENT FOR SIGN MATERIALS

Dear CCTC Members,

Please reimburse the following account (301-000-5218) for sign materials purchased in January 2022. The total amount for this period is:

\$4,916.16

Thank you,



Robert Hall
Public Works Director



Chester County, South Carolina

Roads Department
Post Office Drawer 580
Chester, SC 29706

April 19, 2022

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County road maintenance materials purchased from January 2022 to March 2022.

The total amount for this period is **\$8,373.94**.

Regards,

A handwritten signature in cursive script that reads "Randy Hall".

Randy Hall
Roads Department Supervisor

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, May 2nd, 2022 at 6:00 PM

Agenda

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. April 19th, 2022 Council Minutes.
 - b. April 4th, 2022 Council Minutes.
4. **Citizen Comments**
5. **Public Hearing - None**
6. **Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of Ordinance 2022-6** Authorizing The Issuance Of General Obligation Bonds, In One Or More Series, Tax-Exempt Or Taxable, In An Amount Not To Exceed \$860,000 For The Purpose Of Acquiring, Constructing, Equipping, Or Rehabilitating Various Capital Projects In The Lando Rural Fire District; Authorizing The Interim Chairman Of The County Council/County Supervisor To Prescribe The Form And Details Of The Bonds; Providing For The Payment Of The Bonds And The Disposition Of The Proceeds Of The Bonds; Providing For Borrowing In Anticipation Of The Issuance Of The Bonds; And Other Related Matters.
7. **Old Business**
 - a. Council to authorize the approval of a 3-year contract from ICSolutions for inmate calling platform and tablets. Detention Center Director Wayne Alley.
 - b. **From CTC:**
 1. Approval to reimburse the Recycling Department for sign materials in the amount of \$4916.16 dollars.
 2. Approval to reimburse the Road Department for road materials in the amount of \$ 8,373.94 dollars.
8. **New Business**
 - a. Council to authorize Sheriff's Office to apply for a Coronavirus Emergency Supplemental Funding Grant with match required. Captain David Peeples.
 - b. **1st Reading of CCMA22-02:** Applicant: Timothy O. Fudge request Tax Map #: 122-00-00-190-000 located at 2206 Fudge Guinn Rd. Edgemoor SC to be rezoned from Rural Two (R2) to Rural one (R1). Planning Commission vote 6-0 to approve.

9. **Boards and Commissions**
 - a. Appointment to the Assessment of Appeals Board- Interim Chairman Dr. Frederick.
10. **Executive Session**
 - a. To receive legal advice regarding Morcon. Attorney Winters.
 - b. To receive legal advice regarding Project 2213. Attorney Winters.
 - c. To receive legal advice regarding a contractual matter for Gallo. Attorney Winters.
 - d. To receive legal advice regarding the Gateway. – Attorney Winters.
 - e. To receive legal advice regarding the purchase of property. Attorney Winters.
11. **Council Actions Following Executive Session**
 - a. Action taken regarding legal advice of Morcon.
 - b. Action taken regarding Project 2213.
 - c. Action taken regarding legal advice for a contractual matter of Gallo.
 - d. Action taken regarding legal advice of the Gateway.
 - e. Action taken regarding the purchase of property.
12. **Council Comments**
13. **Adjourn**

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments: Each citizen will be limited to three minutes

Public Hearings: Each citizen will be limited to three minutes

When introduced: Approach the podium, state your name and address
 Speak loudly and clearly making sure that the microphone is not obstructed
 Do not address the audience – direct all comments to Council
 Do not approach the Council table unless directed

Anyone addressing Council will be called out of order if you:
 Use profanity
 Stray from the subject
 Make comments personally attacking an individual member of Council

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, April 19th, 2022 at 6:00 PM

Present: Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, Councilman Killian, County Attorney Winters, and Clerk to Council Lee. **Absent:** Interim Chairman Dr. Frederick.

1. **Call to Order-** Vice Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation-**Pledge was recited in unison; Councilwoman Guy gave the invocation.
Councilman Wilson motioned to add an emergency item to the agenda: add 10.c. To Receive legal advice regarding the open position of the Human Resource Director and 11c., second by Councilman Jordan. Vote 6-0 to approve.
Vice Chairman Branham removed 6.b. from the agenda.
3. **Approval of Minutes-** minutes was not approved.
4. **Citizen Comments**
Lisa Plyler stated she and other residents on Silverbrook Road asked if it could be added to the County Road system. The first part of the road was worked by the state, the second part the state does not work now has potholes and was only one lane wide, the road was only a tenth of a mile.
5. **Public Hearing -None**
6. **Ordinances/Resolutions/Proclamations**
 - a. **1st Reading of Ordinance 2022-6 Authorizing The Issuance Of General Obligation Bonds, In One Or More Series, Tax-Exempt Or Taxable, In An Amount Not To Exceed \$850,000 For The Purpose Of Acquiring, Constructing, Equipping, Or Rehabilitating Various Capital Projects In The Lando Rural Fire District; Authorizing The Interim Chairman Of The County Council/County Supervisor To Prescribe The Form And Details Of The Bonds; Providing For The Payment Of The Bonds And The Disposition Of The Proceeds Of The Bonds; Providing For Borrowing In Anticipation Of The Issuance Of The Bonds; And Other Related Matters.**
Treasurer Tommy Darby stated to clarify the terminology it was the cost of issuing the bond not the insurance of the bond. Currently Lando Fire District has two outstanding bonds, when those bonds that are currently on the tax rolls roll off the millage rolls on and the millage would roughly stay level and would be no tax increase for the district. If it did increase, it would be minimal.

Councilman Jordan motioned to approve the first reading with a small increase in the issuance, second by Councilwoman Guy. Vote 6-0 to approve. Councilman Jordan motioned to allow the Lando Fire District to move forward with a contract for the purchase of a pumper truck and to enter into the contract before May 1st, 2022, second by Councilwoman Guy. Vote 6-0 to approve.

b. ~~Removed~~ 1st Reading in Title Only Ordinance 2022-7 Chester County Fiscal Year 2022/2023 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2022; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2022; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.

7. Old Business

a. 3rd Reading of CCMA22-01 Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve. Councilman Jordan motioned to approve with a reverter clause, second by Councilman Vaughn. Vote 6-0 to approve.

8. New Business

- a. Council to authorize the approval of a \$7000 grant from Project Safe Pet Matching for spay & neuter with 50% match. -Animal Control Director Kelli Simoneau. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**
- b. Council to authorize the approval of a bid for the construction of a county sign to Bullock Creek Contracting, LLC in the amount of \$74,000 to be installed at Exit 65 Southbound of I-77. Procurement Director Susan Cok. Councilman Jordan motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**
- c. Update Council regarding hiring an engineering firm for county projects. Procurement Director Susan Cok.** Mrs. Cok stated this was for information to Council that they would be hiring Alliance Consulting Engineers for some projects going forward.
- d. Council to authorize the approval for additional funding needed for North Chester Fire Station- Procurement Director Susan Cok.** Mrs. Cok stated unfortunately it had taken a while to get this project moving forward. With prices going up constantly they need additional funds to finish it out. Treasurer Darby stated North Chester Fire Department was part of the ordinances that was passed were funding sources, the capital project sales tax and the facilities corporation were funding sources. Both of those sources were available for the additional funding and should fit within what had already been approved by Council.

Mrs. Cok stated the extra cost was approximately \$75,000 dollars between the engineering services and the construction cost from the contractor. As soon as that happens, they can order the supplies and that will be when the price increase would stop.

Councilman Wilson stated they were issues with our side and with previous engineering that led them not to allow the work to begin on time. That is why the bid had increased. He asked with the new engineers would they redo the drawings, and what work would they be doing. Mrs. Cok stated they had noticed things on the land that were not quite where they should have been with the old engineers before. So those problems need to be fixed. They will be on the site once a month for six months which should also be timeframe to finish the project. She stated it should not be any additional cost for the minor things that would be corrected by the contractor. Councilman Wilson stated it was important that they make sure the engineering team is doing a good job, it has been frustrating and disappointing for Council and the citizens and Mrs. Cok as well. Councilman Wilson motioned to approve \$75,000 dollars, second by Councilman Jordan. Vote 6-0 to approve.

- e. Council to authorize the approval of a 3-year contract from ICSolutions for inmate calling platform and tablets. Detention Center Director Wayne Alley.** Mrs. Cok stated this contract was no cost to the county, the money that gets collected comes from the use of the service. Mr. Alley stated they have been using this company since 2017 and would like to upgrade and provide tablets to the inmates. The tablets would provide revenue back to the detention center which would be used to buy clothing, slides, socks, mattress covers towels, washcloths, and supplies for the inmates. The inmates would have to pay to use the tablets. Councilman Wilson asked what would the primarily use of the tablets be. Mr. Alley stated they can buy music, games, reading books, look at the law library but also use it to make medical request along with other things. He stated it would be a closed network and maintained by ICSolutions. Councilwoman Guy asked if other detention centers were doing the same thing. Mr. Alley stated yes. Councilman Jordan asked if Mr. Alley could get someone from the company to come and demonstrate how the tablet would work. Mr. Alley stated yes, he could come back next month to provide the demonstration. Taken as information.

9. Boards and Commissions

a. Appointment to the Library Board- Councilman Killian.

Councilman Killian stated Ms. Fair's job did not give her the time to devote to the board. Councilman Killian motioned to remove Marquita Fair off the Library Board, second by Councilwoman Guy. Vote 6-0 to approve.

Councilman Killian motioned to appoint Shannon Hyde to the Library Board, second by Councilman Vaughn. Vote 6-0 to approve.

10. Executive Session

Councilman Jordan motioned to go to executive session, second by Councilwoman Guy. Vote 6-0 to approve.

- a. To receive legal advice regarding the purchase of property. Attorney Winters.
- b. To receive legal advice regarding County infrastructure. Attorney Winters.
- c. To receive legal advice regarding the HR Director position.

11. Council Actions Following Executive Session

Councilwoman Guy motioned to go back to regular session, second by Councilman Killian. Vote 6-0 to approve.

a. Action taken regarding the purchase of property. Taken as information.

b. Action taken regarding County infrastructure. Taken as information.

c. Action taken regarding legal advice of the HR Director position.

Councilman Wilson motioned for Interim HR to list the open position for the Human Resource position on Indeed, also the South Carolina Association of Counties website along with the Municipal Association website to be done by the end of this week, second by William Killian. Vote was 6-0 to approve.

12. Council Comments

Attorney Winters stated for information to Council, Southeastern was sold and closed on April 8th. Nobel Oil owns it now, they will become a viable company for Chester County.

Vice Chairman Branham stated he planned to ask Bill Coleman (County engineer) to look at Silverbrook Road to see what was going on with the road past state maintenance.

13. Adjourn

Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote 6-0 to adjourn.

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, April 4th, 2022 at 6:00 PM

Present: Interim Chairman Dr. Frederick, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, Councilman Killian, County Attorney Winters, and Clerk to Council Lee.
Absent: Vice Chairman Branham.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.
2. **Pledge of Allegiance and Invocation**
Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **Council minutes from March 21st, 2022.**
Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
Councilman Killian was not present for the March 21st meeting and did not vote.
 - b. **Special Called Council minutes March 29th, 2022.**
Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 5-0 to approve.
4. **Citizen Comments-**No one signed up to speak.
5. **Public Hearing -** Interim Chairman Dr. Frederick opened the public hearing. No one signed up to speak.
 - a. **3rd Reading of 2022-3** Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.
 - b. **3rd Reading of 2022-4** An Ordinance to Increase Adoption Fees for Chester County Animal Control.
 - c. **3rd Reading of 2022-5** An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.

Interim Chairman Dr. Frederick closed the public hearing

6. Ordinances/Resolutions/Proclamations

- a. **3rd Reading of 2022-3 Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.** Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
- b. **3rd Reading of 2022-4 An Ordinance to Increase Adoption Fees for Chester County Animal Control.** Councilman Wilson motioned to approve with the change to \$50 for dogs and \$35 for cats, second by Councilman Jordan. Councilman Vaughn stated he had done research since the last vote stating the county taxpayers were losing \$115 dollars for each dog and \$ 105 dollars for each cat that gets adopted. With the increase Councilman Wilson was proposing it would take the loss down to \$60 for dogs and \$95 for cats, doing this gradually would help tremendously since the cost had not been raised for a long time. Vote 5-0 to approve.
- c. **3rd Reading of 2022-5 An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.** Councilwoman Guy motioned to approve, second by Councilman Wilson. Councilman Wilson stated during the workshop last week he did not realize any subdivision that built would not have to come before the planning commission or council. His intention was they would still have to come before both, and he did not like the fact if a developer that did not have the best reputation or if the project did not make sense, they would not have the opportunity to vote it down. He would like to eliminate the last sentence in section one of the ordinance that read: *"These subdivisions shall also be allowed in all Zoning Districts which allow the location of detached residential units without having to comply with the minimum lot sizes of those Districts."*

Councilman Jordan stated the County currently did not have impact fees, it was important for the County to enter into a developer agreement for each development that comes to the County, this would be beneficial to the county until impact fees was established.

Councilman Wilson stated he would like to also have fee schedule attached to the document as well. There were certain areas in the County where fees would be higher than others.

Attorney Winters stated it could be added with the amendment that a contingency be approved by by Council as well. Councilman Wilson withdrew his second, Councilwoman Guy withdrew her motion. Councilwoman Guy motioned to remove the last sentence in section 1, adding subdivisions would continue to follow the same process currently in place and adhere to the fee schedule approved by County Council, second by Councilman Wilson. Vote 5-0 to approve.

7. Old Business

- a. **2nd Reading of CCMA22-01 Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve.** Councilman Jordan motioned to approve with a reverter clause, second by Councilwoman Guy. Vote 5-0 to approve.

8. New Business

- a. **Council to authorize South Chester Fire Department the approval to accept a \$5000 grant from the SC Forestry Commission to equip a 2000-gallon tanker with a match of \$5000 dollars. -Rural Fire Coordinator Meghan Brewer.** Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

9. Boards and Commissions-None

10. Executive Session

Councilwoman Guy motioned to go executive session, second by Councilman Killian. Vote 5-0 to approve.

- a. To receive legal advice regarding the County Administrator search. Attorney Winters.

11. Council Actions Following Executive Session

Councilwoman Guy motioned to go back to regular session, second by Councilman Killian. Vote 5-0 to approve.

Attorney Winters stated while they were in executive session the interim chairman recused himself.

- a. **Action taken regarding legal advice of the County Administrator search.**
Attorney Winters stated there was no action taken.

12. Council Comments-None

13. Adjourn-Councilwoman Guy motioned to adjourn, second by Councilman Vaughn. Vote 5-0 to adjourn.

Time: 7:15 PM

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2022-~~H-6~~

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED ~~\$850,000~~\$860,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE LANDO RURAL FIRE DISTRICT; AUTHORIZING THE INTERIM CHAIRMAN OF THE COUNTY COUNCIL/COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: MAY 16, 2022

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AN ORDINANCE

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED ~~\$850,000~~860,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE LANDO RURAL FIRE DISTRICT; AUTHORIZING THE INTERIM CHAIRMAN OF THE COUNTY COUNCIL/COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council (“Council”) of the Chester County, South Carolina (“County”), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (“County Bond Act”), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for a special tax district up to any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has created the Lando Rural Fire District, as a special tax district of the County, according to Chester Code of Ordinances section 2-626, *et seq.*;

(e) The County has determined to acquire, construct, equip, or rehabilitate various capital projects, as more fully described in Section 20 (collectively, “Projects”);

(f) The assessed valuation of all property in the Lando Rural Fire District in the County as of April 1, 2022 (unaudited), for purposes of computation of the Bonded Debt Limit, is not less than \$13,110,825. Eight percent of this assessed valuation is \$1,048,866 (“Lando Rural Fire Bonded Debt Limit”). As of the date of this Ordinance (unaudited), the County has outstanding no more than \$27,555 of limited-tax general obligation indebtedness subject to the Lando Rural Fire Bonded Debt Limit. As of the adoption of this

Ordinance, the difference between the Lando Rural Fire Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the Lando Rural Fire Bonded Debt Limit (“Available Debt Limit”) is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$1,048,866.

(g) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate ~~\$850,000~~\$860,000 for the purpose of: (i) funding all or a portion of the Projects; and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of ~~\$850,000~~\$860,000 in limited-tax, general obligation bonds of the County to be designated “Limited-Tax General Obligation Bonds of Chester County, South Carolina” (“Bonds”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully-registered bond; dated the date of their delivery or such other date as may be selected by the Interim Chairman of the County Council/County Supervisor; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the Interim Chairman of the County Council/County Supervisor; and shall mature as determined by the Interim Chairman of the County Council/County Supervisor.

SECTION 3. *Delegation of Certain Details of the Bonds.* The Council expressly delegates to the Interim Chairman of the County Council/County Supervisor determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or “stimulus” laws. The Interim Chairman of the County Council/County Supervisor is further directed to consult with the County’s bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer’s Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate

and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. *Book-Entry Only System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bond will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Interim Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. Form of Bonds. The Bonds shall be in the form as determined by the Interim Chairman of the County Council/County Supervisor under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the Lando Rural Fire District in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. *Exemption from State Taxation.* Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. *Sale of Bond, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the Interim Chairman of the County Council/County Supervisor may determine, using a Notice of Sale or other similar Notice, as the Interim Chairman of the County Council/County Supervisor may determine.

SECTION 14. *Deposit and Application of Proceeds.* It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

SECTION 15. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series

of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. Authority to Issue Bond Anticipation Notes. If the Interim Chairman of the County Council/County Supervisor should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code (“BAN Act”) rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the Interim Chairman of the County Council/County Supervisor is further requested and authorized to effect the

issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the Interim Chairman of the County Council/County Supervisor should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the Interim Chairman of the County Council/County Supervisor is requested to continue the issuance of BANs until the Interim Chairman of the County Council/County Supervisor determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the Interim Chairman of the County Council/County Supervisor and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the Interim Chairman of the County Council/County Supervisor.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered “draw-down” style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the Interim Chairman of the County Council/County Supervisor. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The Interim Chairman of the County Council/County Supervisor is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the Interim Chairman of the County Council/County Supervisor under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully-registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully-registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully-registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.*

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be “arbitrage bonds,” as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

SECTION 20. *Reservation of Revenues.* The County shall reimburse itself from revenues that would otherwise be allocated to the District for any amounts expended for the Projects contemplated by this Ordinance and/or the Resolution adopted by the County Council on April 19, 2022, which funds are not otherwise paid directly from or reimbursed to the County by the proceeds of the Bonds.

SECTION 21. *Authorization for County Officials to Execute Documents.* The Council authorizes the Interim Chairman of the County Council/County Supervisor, Clerk to County Council and other County Officials to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. *Amendments.* The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

SECTION 23. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the Interim Chairman of the County Council/County Supervisor, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. *Retention of Bond Counsel and Other Suppliers.* The Council authorizes the Interim Chairman of the County Council/County Supervisor to retain the law firm of King Kozlarek Law LLC, as its bond counsel, in connection with the issuance of the Bonds.

The Council further authorizes the Interim Chairman of the County Council/County Supervisor to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the Interim Chairman of the County Council/County Supervisor is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 25. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

CHESTER COUNTY, SOUTH CAROLINA

Chairman/Interim Supervisor, County Council

(SEAL)
ATTEST:

Clerk to Council

First Reading: April 19, 2022
Second Reading: May 2, 2022
Public Hearing: May 16, 2022
Third Reading: May 16, 2022

Document comparison by Workshare 10.0 on Wednesday, April 20, 2022 11:31:40 AM

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Description	Chester Co (Lando) Limited GO Bond Ordinance 2022
Document 2 ID	file:///C:/Users/chris/King Kozlarek Law LLC/Group Folder - Documents/MEK Files/Chester County/Chester County - Lando Limited GO 2022/Chester Co (Lando) Limited GO Bond Ordinance 2022 (2022.04.20).docx
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Rendering set	Standard

Legend:	
Insertion	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	5

Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	10

ICSOLUTIONS OFFER OVERVIEW

ICSolutions' offer is based upon a three (3)-year contract term with annual renewals thereafter. ICSolutions will provide all of the following.

Technology & Services

THE ENFORCER Inmate Calling Platform: Continued use of the centralized ENFORCER calling platform including voice biometrics, robust investigative and administrative tools, and storage of all call recordings and data for the entire contract term (standard phones & visitation sets)

THE BRIDGE 8 Inmate Tablets: ICSolutions will initially deploy 30 tablets with 8" screens and will deploy additional units as needed up to **1 tablet per inmate**; host inmate email, calling, grievance / appointment request, commissary ordering, FREE and UNLIMITED Edovo Core premium education content, entertainment content, commissary ordering, optional video chat and video messaging, and more

Fastcase Law Library: Accessible via inmate tablet

Rates & County Compensation

	Usage Rate	Commission Rate
<i>Inmate Calling (U.S.)</i>	\$0.14 per minute	60.1%
<i>Inmate Calling (International)</i>	Cost* + \$0.14 per minute	60.1%
<i>Inmate Voicemail</i>	\$1.00 per message	50%
<i>Video Chat (optional)</i>	\$0.25 per minute	25%
<i>Video Messaging (optional)</i>	\$0.35 per message	25%
<i>Streaming Tablet Content</i>	\$0.05 per minute	25%
<i>Email / Photo Sharing</i>	\$0.25 per message / photo	25%

NOTE: Call Rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

*For international call, "cost" means ICSolutions' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Standard FCC-approved funding fees will apply for prepaid accounts (\$3.00 per web/IVR transaction, \$5.95 per live agent transaction). In addition, a 7% Bail Bond Handling Fee will apply to bond payments submitted via credit/debit card or cash.

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Chester County Sheriff's Office (the "County") having its principal address as set forth on Exhibit A, attached hereto.

Whereas, the parties were parties to that certain Inmate Telephone Services Agreement with its effective date of 3/2/2017 (the "Prior Agreement"); and

Whereas, the parties agree as follows:

- 1. Term of Contract.** This Agreement shall be effective as of the first day of the month following full execution hereof (the "Effective Date") and shall remain in force and effect for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 3. Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
- 6. Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of South Carolina shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Chester County of South Carolina.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants

that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder, provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** ICS shall indemnify, defend and hold harmless County from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third-party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.

19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with

information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer[®] software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Chester County Sheriff's Office

(Signature)

(Signature)

Mike Kennedy

(Printed Name)

(Printed Name)

Vice President Sales & Marketing

(Title)

(Title)

(Date)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Chester County Sheriff's Office
2740 Dawson Drive
Chester, SC 29706
Att: Sheriff Max Dorsey

Facilities & Service Locations:

Facility Name

Service Locations

Chester County Jail

2740 Dawson Drive
Chester, SC 29706

Equipment to be shipped to:

Chester County Jail
2740 Dawson Drive
Chester, SC 29706

Commissions to be paid to:

Chester County Sheriff's Office
2740 Dawson Drive
Chester, SC 29706
Att: Sheriff Max Dorsey

Exhibit B – Equipment

Centralized Enforcer® call processing platform, housed in ICS' Atlanta data center and backed up at its data center in San Antonio, along with the following:

- 27 stainless steel inmate telephones
- 14 visitation phone sets, connected to the Enforcer® for monitoring & recording
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- Online storage of all call recordings and call data for the entire contract duration plus continued access to all historical call detail records and recordings from the Prior Agreement
- Unlimited ENFORCER® user licenses
- JMS and commissary / banking interfaces
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for Facility staff & called parties
- Local technicians to provide onsite maintenance & support
- New/refresher training for all Facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Enforcer® Investigative & Voice Biometrics Suite:

- The AnalyzerSM link analysis / data mining tools
- The VerifierSM pre-call inmate voice verification
 - Featuring automatic voice enrollment
- The ImposterSM in-call continuous voice biometrics

The Enforcer® IVR Suite

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

The Bridge 8 Handheld Inmate Devices

- Wireless, 8" inmate tablets (*Initially 30 tablets; additional as needed up to one per inmate*)
- Inmate email/text messaging
- Inmate Calling app – enables secure inmate calling through ICS' Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting, forms, appointment request, & inmate handbook
- Commissary ordering
- Educational content
- Entertainment content
- Video Chat (optional)
- Law library subscription service.
- Optional mail scanning (optional)
 - Onsite or offsite scanning of non-legal postal mail
 - Delivered to inmates via The Bridge 8 Tablets
- Turnkey installation including hardware, software, wireless access points, and charging stations

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Prepaid, Collect & Debit Calling Rates	
Call Type	Per Minute Charge
Local	\$0.14
Intrastate/IntraLATA	\$0.14
Intrastate/InterLATA	\$0.14
Interstate	\$0.14
International Debit	Cost* + \$0.14

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

* "Cost" means ICS' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

Payment Processing Fee (Live Agent)	\$5.95
Payment Processing Fee (IVR or Internet)	\$3.00
Bill Statement Fee	\$2.00
Trust Account Deposits (lobby kiosk)	\$3.00

Bail Bond Handling Fee:

Gross Amount Deposited	Credit/Debit Deposits via Website	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 to \$1,500	7.0%	7.0%	7.0%	7.0%
\$1,500.01 to \$5,000.00	N/A	N/A	N/A	7.0%

Other Service Fees (commissionable; see Exhibit D):

Inmate Voicemail (per message)	\$1.00
Tablet Email Messaging (per message/photo)	\$0.25
Tablet Entertainment (per minute)	\$0.05
Tablet Video Chat (per minute)	\$0.35

(All other fees free or waived)

Exhibit D – Commissions

ICS shall pay to County a Commission of 60.1% of the gross revenue for all call types generated from County's Service Locations. Additionally, ICS shall pay to County a Commission of 50% of any service fees collected with respect to Inmate Voicemail services and 25% of any service fees collected with respect to Tablet Entertainment, Messaging and Video services. In the event that County deploys the optional Offsite Mail Scanning service, then the Tablet Commission shall not apply with respect to Messaging services.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

South Carolina

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM



FFY 2023 CESF Solicitation

**South Carolina Department of Public Safety
Office of Highway Safety and Justice
Programs**

Grant Period: October 1, 2022 – September 30, 2023
Applications Due: Friday, May 6, 2022

Coronavirus Emergency Supplemental Funding Program

I. Introduction

The Coronavirus Emergency Supplemental Funding (CESF) Program was authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. A jurisdiction was determined to be eligible for direct CESF funding through the U.S. Department of Justice's Bureau of Justice Assistance (BJA) if that jurisdiction was identified as eligible for funding under the FY 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program. As the State Administering Agency (SAA) for the JAG Program, the South Carolina Department of Public Safety's Office of Highway Safety and Justice Programs (OHSJP) has been designated by the BJA to administer South Carolina's allocation of CESF Program funds.

II. Funding Policy

Grants pay for 100 percent of project costs for a 12-month project period, from October 1, 2022 – September 30, 2023. Please note that, unlike the JAG Program, there is no Variable Pass-Through (VPT) requirement to locals for the CESF Program.

III. Eligible Applicants

The CESF Program is open to state agencies, local units of government, tribal governments, and non-profit agencies. There is never a guarantee of continuation funding for any program or project. A "local unit of government" is defined as any city, county, town, township or other political subdivision of a state.

In addition, the following points should be noted regarding local units of government:

- A. The term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally-recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, police departments, sheriffs' offices and public defender's offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.
- B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts) similar to police departments would have to apply through their local units of government.

- C. A solicitor's office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

- a. Maintain the financial records for the grant
- b. Include the solicitor's office in its payroll records; and
- c. Include the financial records of the grants to the solicitor's office in its organization-wide audit.

- D. Information for the following individuals will be required on the Grant Application:

- a. Project Director – Implementing Agency/Department Head, or person involved in the daily operations of the project.
- b. Financial Officer - City or County Finance Director, or state agency Chief Financial Officer; and
- c. Official Authorized to Sign - Mayor, City or County Administrator, or state agency director

IV. Matching Requirement

The CESF Program does not require a match.

V. Guidelines for the Use of Grant Funds

A. Permissible uses of funds

Projects funded under the CESF Program must have a nexus to criminal justice and be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NEW: Due to the increase in violent crime experienced during the pandemic, projects that support initiatives to prevent the occurrences of these crimes are also permissible.

While there are not specific priorities, projects that will have a lasting effect on Criminal Justice systems will be strongly considered for this round of funding. Examples include:

- Projects that reduce crowding in criminal or juvenile justice systems such as those that support technology solutions allowing proceedings to be completed virtually or provide electronic monitoring.

- Projects that facilitate social distancing by reducing the need for the public to visit law enforcement or other criminal justice facilities such as those that allow web based reporting or document requests.
- Projects that provide equipment or infrastructure that will outlast and continue to provide use beyond the end of the project period.

B. Expenditures which require prior BJA approval

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the applicant intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the applicant. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the applicant requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation and justification related to these items should be included with the application. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items. Additionally, BJA is in the process of updating guidance to implement a recent Executive Order and OJP Order 2700.1 prior to granting any future approval requests for UAS/UA/UAV's. The OHSJP does not have an anticipated timeframe as to when this guidance will be released. For more information on OJP Order 2700.1 Policy on Funding Unmanned Aircraft Systems go to: <https://www.justice.gov/opa/pr/department-justice-revises-policy-governing-grants-associated-foreign-made-unmanned-aircraft>

C. Prohibition of supplanting

Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. The DOJ Grants Financial Guide defines supplanting as: to deliberately reduce state or local funds because of the existence of federal funds. For example, when state funds are appropriated for a stated purpose and federal funds are awarded for that same purpose, the state replaces its state funds with federal funds, thereby reducing the total amount available for the stated purpose. The DOJ Grants Financial Guide is located at the following website for your reference: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

D. Unallowable uses of funds

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide, located here: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

Please note, CESF funds cannot be used as matching funds for other federal funding programs.

VI. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for, or impose another sanction on a subgrantee for any of the following reasons:

- A. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.
- B. Failure to submit reports (programmatic and/or financial) in a timely manner.
- C. Filing a false certification in this application or other report or document.

VII. Application Criteria and Funding Review Process

All grant applications must be completed using the OHSJP's web-based grants management system, "SCDPS Grants." SCDPS Grants can be accessed at <https://www.scdpsgrants.com/>, as well as through the South Carolina Department of Public Safety website at <http://www.scdps.sc.gov/ohsjp/>. All applications will be reviewed equally by the OHSJP staff to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. **Late applications will not be accepted.**

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. The OHSJP staff use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

A. Documentation of need

1. **Program Definition** - Any funds requested must be for the implementation of a program designed to prevent, prepare for, and respond to the coronavirus.
2. **Project Impact** - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.
3. **Budgetary Review** - Each application will be reviewed to ensure budgetary items are reasonable and costs are allowable.

4. Project Feasibility - Applicants should describe sufficiently and clearly how the project will be implemented.
5. Project Evaluation - Simple, specific, and measurable objectives should be presented, and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

- B. Geographical areas of greatest need
- C. Jurisdictions with limited resources
- D. Current or past grant performance
- E. Probability of success
- F. Effective utilization of resources
- G. Requested grant amount

IX. Additional Information Requirements and Programmatic Conditions:

A. Employment eligibility verification for hiring under the CESF award

1. The recipient (and any sub recipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any sub recipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any sub recipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a (a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of sub recipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any sub recipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any sub recipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or sub recipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any sub recipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any sub recipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

B. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

X. Notification Process

Applicants will be notified in writing by the OHSJP whether their application has been approved or denied for funding. Notices of these decisions are tentatively scheduled for publication in September/October. The FFY 2023 grant period is currently scheduled for October 1, 2022 – September 30, 2023.

XI. Application Process-SCDPS Grants

The grant application must be completed using the OHSJP's web-based grants management system, *SCDPS Grants*. *SCDPS Grants* can be accessed at <https://www.scdpsgrants.com/>, as well as through the South Carolina Department of Public Safety website at <http://www.scdps.sc.gov/ohsjp/>.

IMPORTANT NOTE! New users must submit their subgrantee user registration request by Friday, April 22, 2022.

The application must be fully complete and submitted via SCDPS Grants prior to the application deadline, which is **Friday, May 6, 2022**. Required/supporting documents, letters of cooperation, and appendices relating to the application may be uploaded as attachments to an application on *SCDPS Grants* or forwarded to the address below with the **application number written on the documents**. Any supporting documentation must be **received** by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

Ms. Kayla Boston
S.C. Department of Public Safety
Office of Highway Safety and Justice Programs
Post Office Box 1993
Blythewood, South Carolina 29016

Please be aware that *SCDPS Grants* will allow application submissions until 11:59 PM on the application due date. However, staff will not be available to assist with application questions after 5:00 PM.

For programmatic questions, you may contact Amy Kingston at AmyKingston@scpdps.gov or (803) 896-4742. Contact James Pendergrass at in Accounting-Grants for any financial questions at GrantsAccounting@scdps.gov or (803) 896-8097.

Grant Application Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

Budget and Description –

- Proposed expenditures are reasonable, adhere to application guidelines
- Equipment/personnel is documented as necessary
- Each expenditure is explained **in detail** in the budget narrative
- Agency current fiscal year authority approved budget

Problem Statement –

- The problem and/or need the project will address is defined exactly as it exists in **your particular community** (focus on the needs of your area and how the project will meet those needs)
- Local** information and statistics are provided to support the request for funding (do not use statewide information alone to support the development of a local level project)
- Existing efforts, current resources, and programs being utilized to deal with the problem are **thoroughly** addressed

Project Purpose –

- At least one distinct purpose/goal has been identified
- Project purpose/goal is S.M.A.R.T. (specific, measureable, achievable, relevant, and time-bound)

Project Objectives –

- The objectives are specific and measureable to show how the goal will be achieved
- There is at least one objective per goal listed

Performance Indicators –

- There is a performance indicator per project objective identified
- Each indicator shows how each objective will be measured and what methods will be used to evaluate progress towards achieving the objectives and goals.

Project Evaluation –

- Explain who will examine the project's objectives and performance indicators
- Explain how that person will determine the extent to which the entire project has solved the stated problem
- Evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness

Other Relevant Requirements –

- Attach applications for direct funding from BJA, the South Carolina Emergency Management Division (SCEMD)/FEMA, SC CARES, and/or other disaster funds related to the coronavirus response in the Documents section of the online application
- The implementation schedule should contain information on the timing of activities
- The total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects should be attached
- The name, title, address, phone, and email information must be completed on the online application for the Project Director, Financial Officer and Authorized Official. Original signatures will only be required once a grant award is made

Chester County Planning Commission Minutes
April 26, 2022

The April 26, 2022 meeting of the Chester County Planning Commission was held at 6:30 pm at R. Carlisle Roddey Government Complex located at 1476 JA Cochran Bypass, Chester, SC.

Notice of Meeting: Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the April 6th, 2022 Chester News & Reporter. All properties were also posted.

Quorum Established: Chairman Raines, Vice Chairman Smith, Commissioners Walley, Grant, Howell and Hill were present.

Absent: Commissioner Williams was absent with prior notification.

Staff Present: Mike Levister.

Call to Order- Chairman Raines called the meeting to order.

Approval of Agenda: Chairman Raines stated the applicant for CCMA22-03 had asked to withdraw her rezoning request due to certain circumstances she did not wish to proceed. She had provided staff with a letter to withdraw. Chairman Raines motioned to approve the agenda with the omission, second by Commissioner Howell. Vote 6-0 to approve.

Approval of Minutes from March 15, 2022 Meeting

Chairman Raines motioned to approve, second by Vice Chairman Smith. Vote 6-0 to approve.

New Business

CCMA22-02: Applicant: Timothy O. Fudge request Tax Map #: 122-00-00-190-000 located at 2206 Fudge Guinn Rd. Edgemoor SC to be rezoned from Rural Two (R2) to Rural one (R1).

Mr. Fudge stated he inherited the property and the house on it; the current zoning was R2, since R2 zoning required two acres he wanted the property rezoned to sell an acre to his niece and her husband. The property adjacent to his was zoned R1 which required one acre lot and he doesn't use the extra land.

Chairman Raines stated both properties would have to be the same zoning to combine them. No one spoke for or against the rezoning request. Chairman Raines motioned to approve, second by Vice Chairman Smith. Vote 6-0 to approve.

Removed CCMA22-03: Applicant: Sharrenda Hopkins request Tax Map # 160-03-02-013-000 located at 5243 George Beard Ave. Great Falls SC to be rezoned from Multi-Family Residential (RG-1) to General Residential (RG-2).

Comments/Discussion-There was no comments or discussion.

Adjourn-Chairman Raines motioned to adjourn, second by Vice Chairman Smith. Vote 6-0 to adjourn.

This is a summary of proceedings at the April 26th, 2022 meeting of the Planning Commission, and not a verbatim transcript of the meeting. This summary, and an audio recording of the meeting is retained by the Chester County Building & Zoning department, and available if requested. This summary represents the facts of this meeting, not the opinion or interpretation of the Secretary.



Chester County, South Carolina
 Department of Planning, Building & Zoning
 1476 J.A. Cochran Bypass
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 4/26/2022 Case # CCMA22-02 Invoice # 4966

The applicant hereby requests that the property described to be rezoned from R2 to R1

Please give your reason for this rezoning request:

per telephone conversation with Timothy 3.11.22 request to rezone to R1 to be zoned the same as his sisters property. This will allow him to be able to deed her a portion of his property.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: _____

Property Address Information

Property address: 2206 Fudge Guinn Rd Edgemore, SC 29712
 Tax Map Number: 122-00-00-190-0B Acres: 2.084

Any structures on the property: yes no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Timothy D. Fudge
 Address: 2206 Fudge Guinn Rd Edgemore, SC 29712
 e: _____ cell _____ work _____

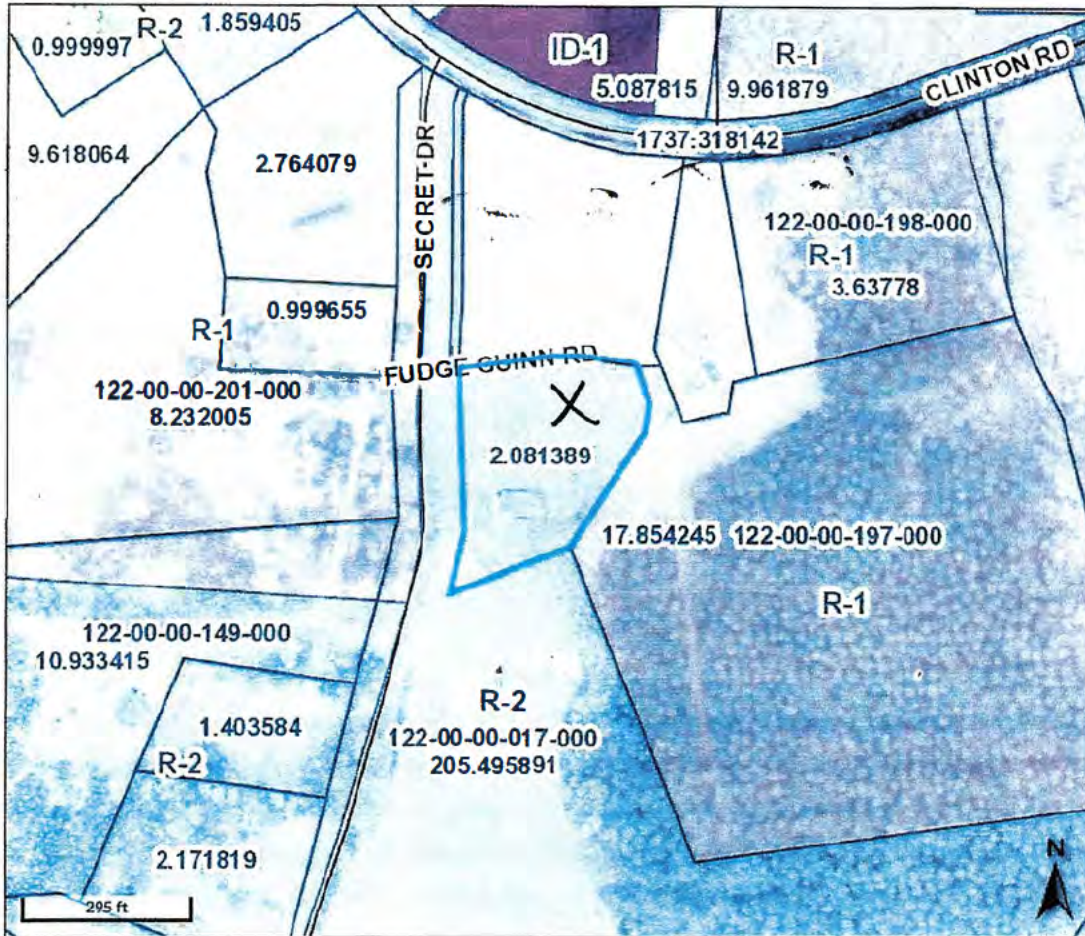
E-Mail Address: _____

Owner(s) if other than applicant(s): same as above
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Timothy D. Fudge Date: 3/10/22
 Applicant signature: _____ Date: _____

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Overview

Legend

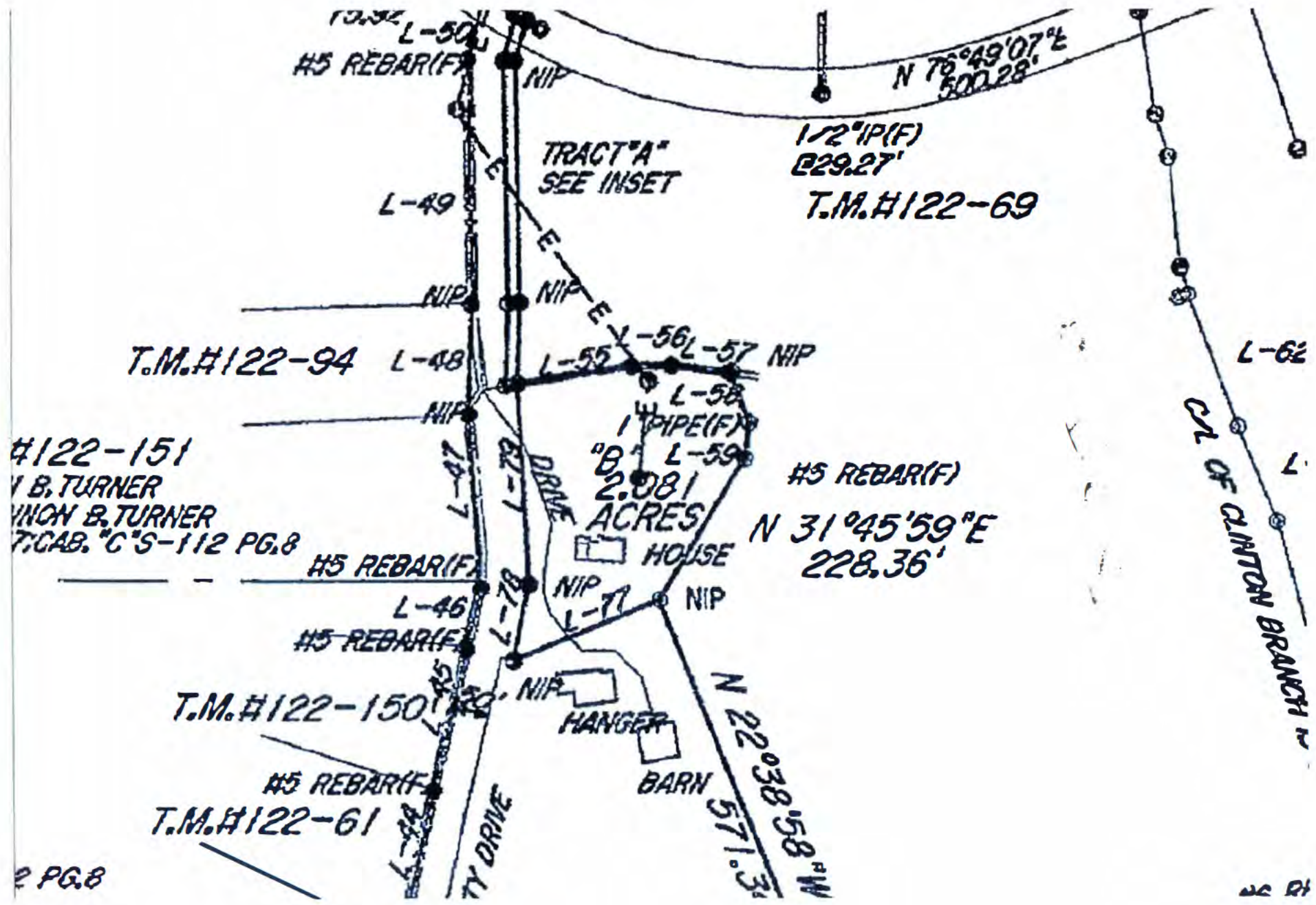
- Roads**
- Secondary Road
 - SC Highway
- Municipals**
- Parcels
- Chester County Zoning**
- AG
 - BI Basic Industrial
 - C1 - Central Commercial District
 - C2 - General Commercial District
 - CC Core Commercial
 - EDD
 - GC
 - GR General Residential
 - HC Highway Commercial
 - I - Industrial
 - I1 - Industrial Distr
 - ID-1
 - ID-2
 - ID-3
 - LC
 - LI Limited Industrial
 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1
 - R-2

- R-3
- R-4
- R10 One Family Residential
- R6 One and Two Family Residential
- R8 One Family Residential
- RG-1
- RG-2
- RIV
- RS-1
- County Boundary

Parcel ID 122-00-00 190 000
 Sec/Twp/Rng n/a
 Property Address 2206 FUDGE GUINN RD
 District 03
 Brief Tax Description TRACTB
 (Note: Not to be used on legal documents)

Alternate ID n/a
 Class R
 Acreage 2.081

Owner Address FUDGE TIMOTHY O
 2206 FUDGE GUINN RD
 EDGEMOOR SC 29712



TO USE L-50
#5 REBAR(F)

N 76°49'07"E
500.28'

TRACT "A"
SEE INSET

1/2" IP(F)
229.27'
T.M.#122-69

T.M.#122-94

#122-151
VIN B. TURNER
VINON B. TURNER
T.CAB. "C" S-112 PG.8

"B"
2.081
ACRES

#5 REBAR(F)
N 31°45'59"E
228.36'

T.M.#122-150

#5 REBAR(F)
T.M.#122-61

HOUSE

HANGER

BARN

CL OF CLINTON BRANCH

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district during the entire time of service. A member who moves residence from the district form which appointed, or from the county, automatically vacates the position.*

Date: _____

Board or Commission Appointment being sought: _____

Name: _____ Occupation: _____

Street Address: _____

Mailing Address: (if different from above) _____

Telephone (Home): _____ Cell: _____

E-Mail: _____ Do you live in Chester County ____yes / ____no.

Date of Birth: ____/____/____ Sex: _____

If recommended by a Council Member, indicate name: _____

In which Council District do you reside? Please indicate (1-6) _____ 3 _____

Are you presently serving on a County Board or Commission? _____ If "yes" when does your term expire?

____/____/____

CONFLICT OF INTEREST STATEMENT: I, _____, as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) _____

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer.

Please check the appropriate box below.

Boards

- Accommodation Tax
- Assessment of Appeals
- Catawba Mental Health
- Catawba Regional Council of Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Zoning Board of Appeals
- Construction Board of Appeals
- Solid Waste Advisory Board

Commissions/Committee

- Airport Commission
- Parks & Recreation Commission
- Planning Commission
- Rural Fire Commission
- Lando Rural Fire Commission
- Fort Lawn Fire Protection
- Richburg Fire District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery
- Chester Metropolitan Commission
- Olde English Commission
- John Keziah Park Commission
- Radio Users Advisory Committee

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, May 2nd, 2022 at 6:00 PM

Agenda

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. April 19th, 2022 Council Minutes.
 - b. April 4th, 2022 Council Minutes.
4. **Citizen Comments**
5. **Public Hearing - None**
6. **Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of Ordinance 2022-6** Authorizing The Issuance Of General Obligation Bonds, In One Or More Series, Tax-Exempt Or Taxable, In An Amount Not To Exceed \$860,000 For The Purpose Of Acquiring, Constructing, Equipping, Or Rehabilitating Various Capital Projects In The Lando Rural Fire District; Authorizing The Interim Chairman Of The County Council/County Supervisor To Prescribe The Form And Details Of The Bonds; Providing For The Payment Of The Bonds And The Disposition Of The Proceeds Of The Bonds; Providing For Borrowing In Anticipation Of The Issuance Of The Bonds; And Other Related Matters.
7. **Old Business**
 - a. Council to authorize the approval of a 3-year contract from ICSolutions for inmate calling platform and tablets. Detention Center Director Wayne Alley.
 - b. **From CTC:**
 1. Approval to reimburse the Recycling Department for sign materials in the amount of \$4916.16 dollars.
 2. Approval to reimburse the Road Department for road materials in the amount of \$ 8,373.94 dollars.
8. **New Business**
 - a. Council to authorize Sheriff's Office to apply for a Coronavirus Emergency Supplemental Funding Grant with match required. Captain David Peeples.
 - b. **1st Reading of CCMA22-02:** Applicant: Timothy O. Fudge request Tax Map #: 122-00-00-190-000 located at 2206 Fudge Guinn Rd. Edgemoor SC to be rezoned from Rural Two (R2) to Rural one (R1). Planning Commission vote 6-0 to approve.

9. **Boards and Commissions**
 - a. Appointment to the Assessment of Appeals Board- Interim Chairman Dr. Frederick.
10. **Executive Session**
 - a. To receive legal advice regarding Morcon. Attorney Winters.
 - b. To receive legal advice regarding Project 2213. Attorney Winters.
 - c. To receive legal advice regarding a contractual matter for Gallo. Attorney Winters.
 - d. To receive legal advice regarding the Gateway. – Attorney Winters.
 - e. To receive legal advice regarding the purchase of property. Attorney Winters.
 - f. To receive legal advice regarding the Assessor's Office. Attorney Winters.
11. **Council Actions Following Executive Session**
 - a. Action taken regarding legal advice of Morcon.
 - b. Action taken regarding Project 2213.
 - c. Action taken regarding legal advice for a contractual matter of Gallo.
 - d. Action taken regarding legal advice of the Gateway.
 - e. Action taken regarding the purchase of property.
 - f. Action taken regarding legal advice of the Assessor's Office.

12. Council Comments

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WBH Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

13. Adjourn

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments: Each citizen will be limited to three minutes

Public Hearings: Each citizen will be limited to three minutes

When introduced: Approach the podium, state your name and address
 Speak loudly and clearly making sure that the microphone is not obstructed
 Do not address the audience – direct all comments to Council
 Do not approach the Council table unless directed

Anyone addressing Council will be called out of order if you:

- Use profanity
- Stray from the subject
- Make comments personally attacking an individual member of Council

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, April 19th, 2022 at 6:00 PM

Present: Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, Councilman Killian, County Attorney Winters, and Clerk to Council Lee. **Absent:** Interim Chairman Dr. Frederick.

1. **Call to Order-** Vice Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation-**Pledge was recited in unison; Councilwoman Guy gave the invocation.
Councilman Wilson motioned to add an emergency item to the agenda: add 10.c. To Receive legal advice regarding the open position of the Human Resource Director and 11c., second by Councilman Jordan. Vote 6-0 to approve.
Vice Chairman Branham removed 6.b. from the agenda.
3. **Approval of Minutes-** minutes was not approved.
4. **Citizen Comments**
Lisa Plyler stated she and other residents on Silverbrook Road asked if it could be added to the County Road system. The first part of the road was worked by the state, the second part the state does not work now has potholes and was only one lane wide, the road was only a tenth of a mile.
5. **Public Hearing -None**
6. **Ordinances/Resolutions/Proclamations**
 - a. **1st Reading of Ordinance 2022-6 Authorizing The Issuance Of General Obligation Bonds, In One Or More Series, Tax-Exempt Or Taxable, In An Amount Not To Exceed \$850,000 For The Purpose Of Acquiring, Constructing, Equipping, Or Rehabilitating Various Capital Projects In The Lando Rural Fire District; Authorizing The Interim Chairman Of The County Council/County Supervisor To Prescribe The Form And Details Of The Bonds; Providing For The Payment Of The Bonds And The Disposition Of The Proceeds Of The Bonds; Providing For Borrowing In Anticipation Of The Issuance Of The Bonds; And Other Related Matters.**
Treasurer Tommy Darby stated to clarify the terminology it was the cost of issuing the bond not the insurance of the bond. Currently Lando Fire District has two outstanding bonds, when those bonds that are currently on the tax rolls roll off the millage rolls on and the millage would roughly stay level and would be no tax increase for the district. If it did increase, it would be minimal.

Councilman Jordan motioned to approve the first reading with a small increase in the issuance, second by Councilwoman Guy. Vote 6-0 to approve. Councilman Jordan motioned to allow the Lando Fire District to move forward with a contract for the purchase of a pumper truck and to enter into the contract before May 1st, 2022, second by Councilwoman Guy. Vote 6-0 to approve.

b. ~~Removed~~ 1st Reading in Title Only Ordinance 2022-7 Chester County Fiscal Year 2022/2023 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2022; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2022; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.

7. Old Business

a. 3rd Reading of CCMA22-01 Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve. Councilman Jordan motioned to approve with a reverter clause, second by Councilman Vaughn. Vote 6-0 to approve.

8. New Business

- a. Council to authorize the approval of a \$7000 grant from Project Safe Pet Matching for spay & neuter with 50% match. -Animal Control Director Kelli Simoneau. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**
- b. Council to authorize the approval of a bid for the construction of a county sign to Bullock Creek Contracting, LLC in the amount of \$74,000 to be installed at Exit 65 Southbound of I-77. Procurement Director Susan Cok. Councilman Jordan motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**
- c. Update Council regarding hiring an engineering firm for county projects. Procurement Director Susan Cok.** Mrs. Cok stated this was for information to Council that they would be hiring Alliance Consulting Engineers for some projects going forward.
- d. Council to authorize the approval for additional funding needed for North Chester Fire Station- Procurement Director Susan Cok.** Mrs. Cok stated unfortunately it had taken a while to get this project moving forward. With prices going up constantly they need additional funds to finish it out. Treasurer Darby stated North Chester Fire Department was part of the ordinances that was passed were funding sources, the capital project sales tax and the facilities corporation were funding sources. Both of those sources were available for the additional funding and should fit within what had already been approved by Council.

Mrs. Cok stated the extra cost was approximately \$75,000 dollars between the engineering services and the construction cost from the contractor. As soon as that happens, they can order the supplies and that will be when the price increase would stop.

Councilman Wilson stated they were issues with our side and with previous engineering that led them not to allow the work to begin on time. That is why the bid had increased. He asked with the new engineers would they redo the drawings, and what work would they be doing. Mrs. Cok stated they had noticed things on the land that were not quite where they should have been with the old engineers before. So those problems need to be fixed. They will be on the site once a month for six months which should also be timeframe to finish the project. She stated it should not be any additional cost for the minor things that would be corrected by the contractor. Councilman Wilson stated it was important that they make sure the engineering team is doing a good job, it has been frustrating and disappointing for Council and the citizens and Mrs. Cok as well. Councilman Wilson motioned to approve \$75,000 dollars, second by Councilman Jordan. Vote 6-0 to approve.

- e. Council to authorize the approval of a 3-year contract from ICSolutions for inmate calling platform and tablets. Detention Center Director Wayne Alley.** Mrs. Cok stated this contract was no cost to the county, the money that gets collected comes from the use of the service. Mr. Alley stated they have been using this company since 2017 and would like to upgrade and provide tablets to the inmates. The tablets would provide revenue back to the detention center which would be used to buy clothing, slides, socks, mattress covers towels, washcloths, and supplies for the inmates. The inmates would have to pay to use the tablets. Councilman Wilson asked what would the primarily use of the tablets be. Mr. Alley stated they can buy music, games, reading books, look at the law library but also use it to make medical request along with other things. He stated it would be a closed network and maintained by ICSolutions. Councilwoman Guy asked if other detention centers were doing the same thing. Mr. Alley stated yes. Councilman Jordan asked if Mr. Alley could get someone from the company to come and demonstrate how the tablet would work. Mr. Alley stated yes, he could come back next month to provide the demonstration. Taken as information.

9. Boards and Commissions

a. Appointment to the Library Board- Councilman Killian.

Councilman Killian stated Ms. Fair's job did not give her the time to devote to the board. Councilman Killian motioned to remove Marquita Fair off the Library Board, second by Councilwoman Guy. Vote 6-0 to approve.

Councilman Killian motioned to appoint Shannon Hyde to the Library Board, second by Councilman Vaughn. Vote 6-0 to approve.

10. Executive Session

Councilman Jordan motioned to go to executive session, second by Councilwoman Guy. Vote 6-0 to approve.

- a. To receive legal advice regarding the purchase of property. Attorney Winters.
- b. To receive legal advice regarding County infrastructure. Attorney Winters.
- c. To receive legal advice regarding the HR Director position.

11. Council Actions Following Executive Session

Councilwoman Guy motioned to go back to regular session, second by Councilman Killian. Vote 6-0 to approve.

a. Action taken regarding the purchase of property. Taken as information.

b. Action taken regarding County infrastructure. Taken as information.

c. Action taken regarding legal advice of the HR Director position.

Councilman Wilson motioned for Interim HR to list the open position for the Human Resource position on Indeed, also the South Carolina Association of Counties website along with the Municipal Association website to be done by the end of this week, second by William Killian. Vote was 6-0 to approve.

12. Council Comments

Attorney Winters stated for information to Council, Southeastern was sold and closed on April 8th. Nobel Oil owns it now, they will become a viable company for Chester County.

Vice Chairman Branham stated he planned to ask Bill Coleman (County engineer) to look at Silverbrook Road to see what was going on with the road past state maintenance.

13. Adjourn

Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote 6-0 to adjourn.

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, April 4th, 2022 at 6:00 PM

Present: Interim Chairman Dr. Frederick, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, Councilman Killian, County Attorney Winters, and Clerk to Council Lee.
Absent: Vice Chairman Branham.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.
2. **Pledge of Allegiance and Invocation**
Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **Council minutes from March 21st, 2022.**
Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
Councilman Killian was not present for the March 21st meeting and did not vote.
 - b. **Special Called Council minutes March 29th, 2022.**
Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 5-0 to approve.
4. **Citizen Comments-**No one signed up to speak.
5. **Public Hearing -** Interim Chairman Dr. Frederick opened the public hearing. No one signed up to speak.
 - a. **3rd Reading of 2022-3** Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.
 - b. **3rd Reading of 2022-4** An Ordinance to Increase Adoption Fees for Chester County Animal Control.
 - c. **3rd Reading of 2022-5** An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.

Interim Chairman Dr. Frederick closed the public hearing

6. Ordinances/Resolutions/Proclamations

- a. **3rd Reading of 2022-3 Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.** Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
- b. **3rd Reading of 2022-4 An Ordinance to Increase Adoption Fees for Chester County Animal Control.** Councilman Wilson motioned to approve with the change to \$50 for dogs and \$35 for cats, second by Councilman Jordan. Councilman Vaughn stated he had done research since the last vote stating the county taxpayers were losing \$115 dollars for each dog and \$ 105 dollars for each cat that gets adopted. With the increase Councilman Wilson was proposing it would take the loss down to \$60 for dogs and \$95 for cats, doing this gradually would help tremendously since the cost had not been raised for a long time. Vote 5-0 to approve.
- c. **3rd Reading of 2022-5 An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.** Councilwoman Guy motioned to approve, second by Councilman Wilson. Councilman Wilson stated during the workshop last week he did not realize any subdivision that built would not have to come before the planning commission or council. His intention was they would still have to come before both, and he did not like the fact if a developer that did not have the best reputation or if the project did not make sense, they would not have the opportunity to vote it down. He would like to eliminate the last sentence in section one of the ordinance that read: *"These subdivisions shall also be allowed in all Zoning Districts which allow the location of detached residential units without having to comply with the minimum lot sizes of those Districts."*

Councilman Jordan stated the County currently did not have impact fees, it was important for the County to enter into a developer agreement for each development that comes to the County, this would be beneficial to the county until impact fees was established.

Councilman Wilson stated he would like to also have fee schedule attached to the document as well. There were certain areas in the County where fees would be higher than others.

Attorney Winters stated it could be added with the amendment that a contingency be approved by by Council as well. Councilman Wilson withdrew his second, Councilwoman Guy withdrew her motion. Councilwoman Guy motioned to remove the last sentence in section 1, adding subdivisions would continue to follow the same process currently in place and adhere to the fee schedule approved by County Council, second by Councilman Wilson. Vote 5-0 to approve.

7. Old Business

- a. **2nd Reading of CCMA22-01 Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve.** Councilman Jordan motioned to approve with a reverter clause, second by Councilwoman Guy. Vote 5-0 to approve.

8. New Business

- a. **Council to authorize South Chester Fire Department the approval to accept a \$5000 grant from the SC Forestry Commission to equip a 2000-gallon tanker with a match of \$5000 dollars. -Rural Fire Coordinator Meghan Brewer.** Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

9. Boards and Commissions-None

10. Executive Session

Councilwoman Guy motioned to go executive session, second by Councilman Killian. Vote 5-0 to approve.

- a. To receive legal advice regarding the County Administrator search. Attorney Winters.

11. Council Actions Following Executive Session

Councilwoman Guy motioned to go back to regular session, second by Councilman Killian. Vote 5-0 to approve.

Attorney Winters stated while they were in executive session the interim chairman recused himself.

- a. **Action taken regarding legal advice of the County Administrator search.**
Attorney Winters stated there was no action taken.

12. Council Comments-None

13. Adjourn-Councilwoman Guy motioned to adjourn, second by Councilman Vaughn. Vote 5-0 to adjourn.

Time: 7:15 PM

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2022-~~H-6~~

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED ~~\$850,000~~\$860,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE LANDO RURAL FIRE DISTRICT; AUTHORIZING THE INTERIM CHAIRMAN OF THE COUNTY COUNCIL/COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: MAY 16, 2022

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AN ORDINANCE

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED ~~\$850,000~~860,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE LANDO RURAL FIRE DISTRICT; AUTHORIZING THE INTERIM CHAIRMAN OF THE COUNTY COUNCIL/COUNTY SUPERVISOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. *Findings.* The County Council (“Council”) of the Chester County, South Carolina (“County”), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (“County Bond Act”), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for a special tax district up to any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has created the Lando Rural Fire District, as a special tax district of the County, according to Chester Code of Ordinances section 2-626, *et seq.*;

(e) The County has determined to acquire, construct, equip, or rehabilitate various capital projects, as more fully described in Section 20 (collectively, “Projects”);

(f) The assessed valuation of all property in the Lando Rural Fire District in the County as of April 1, 2022 (unaudited), for purposes of computation of the Bonded Debt Limit, is not less than \$13,110,825. Eight percent of this assessed valuation is \$1,048,866 (“Lando Rural Fire Bonded Debt Limit”). As of the date of this Ordinance (unaudited), the County has outstanding no more than \$27,555 of limited-tax general obligation indebtedness subject to the Lando Rural Fire Bonded Debt Limit. As of the adoption of this

Ordinance, the difference between the Lando Rural Fire Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the Lando Rural Fire Bonded Debt Limit (“Available Debt Limit”) is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$1,048,866.

(g) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate ~~\$850,000~~860,000 for the purpose of: (i) funding all or a portion of the Projects; and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of ~~\$850,000~~860,000 in limited-tax, general obligation bonds of the County to be designated “Limited-Tax General Obligation Bonds of Chester County, South Carolina” (“Bonds”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully-registered bond; dated the date of their delivery or such other date as may be selected by the Interim Chairman of the County Council/County Supervisor; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the Interim Chairman of the County Council/County Supervisor; and shall mature as determined by the Interim Chairman of the County Council/County Supervisor.

SECTION 3. *Delegation of Certain Details of the Bonds.* The Council expressly delegates to the Interim Chairman of the County Council/County Supervisor determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or “stimulus” laws. The Interim Chairman of the County Council/County Supervisor is further directed to consult with the County’s bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer’s Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate

and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. *Book-Entry Only System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bond will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Interim Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. Form of Bonds. The Bonds shall be in the form as determined by the Interim Chairman of the County Council/County Supervisor under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the Lando Rural Fire District in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. *Exemption from State Taxation.* Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. *Sale of Bond, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the Interim Chairman of the County Council/County Supervisor may determine, using a Notice of Sale or other similar Notice, as the Interim Chairman of the County Council/County Supervisor may determine.

SECTION 14. *Deposit and Application of Proceeds.* It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

SECTION 15. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series

of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. *Authority to Issue Bond Anticipation Notes.* If the Interim Chairman of the County Council/County Supervisor should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code (“BAN Act”) rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the Interim Chairman of the County Council/County Supervisor is further requested and authorized to effect the

issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the Interim Chairman of the County Council/County Supervisor should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the Interim Chairman of the County Council/County Supervisor is requested to continue the issuance of BANs until the Interim Chairman of the County Council/County Supervisor determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the Interim Chairman of the County Council/County Supervisor and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the Interim Chairman of the County Council/County Supervisor.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered “draw-down” style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the Interim Chairman of the County Council/County Supervisor. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The Interim Chairman of the County Council/County Supervisor is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the Interim Chairman of the County Council/County Supervisor under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully-registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully-registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully-registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.*

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be “arbitrage bonds,” as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

SECTION 20. *Reservation of Revenues.* The County shall reimburse itself from revenues that would otherwise be allocated to the District for any amounts expended for the Projects contemplated by this Ordinance and/or the Resolution adopted by the County Council on April 19, 2022, which funds are not otherwise paid directly from or reimbursed to the County by the proceeds of the Bonds.

SECTION 21. *Authorization for County Officials to Execute Documents.* The Council authorizes the Interim Chairman of the County Council/County Supervisor, Clerk to County Council and other County Officials to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. *Amendments.* The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

SECTION 23. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the Interim Chairman of the County Council/County Supervisor, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. *Retention of Bond Counsel and Other Suppliers.* The Council authorizes the Interim Chairman of the County Council/County Supervisor to retain the law firm of King Kozlarek Law LLC, as its bond counsel, in connection with the issuance of the Bonds.

The Council further authorizes the Interim Chairman of the County Council/County Supervisor to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the Interim Chairman of the County Council/County Supervisor is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 25. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

CHESTER COUNTY, SOUTH CAROLINA

Chairman/Interim Supervisor, County Council

(SEAL)
ATTEST:

Clerk to Council

First Reading: April 19, 2022
Second Reading: May 2, 2022
Public Hearing: May 16, 2022
Third Reading: May 16, 2022

Document comparison by Workshare 10.0 on Wednesday, April 20, 2022 11:31:40 AM

Input:	
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Description	Chester Co (Lando) Limited GO Bond Ordinance 2022
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Legend:	
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Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	5

Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	10

ICSOLUTIONS OFFER OVERVIEW

ICSolutions' offer is based upon a three (3)-year contract term with annual renewals thereafter. ICSolutions will provide all of the following.

Technology & Services

THE ENFORCER Inmate Calling Platform: Continued use of the centralized ENFORCER calling platform including voice biometrics, robust investigative and administrative tools, and storage of all call recordings and data for the entire contract term (standard phones & visitation sets)

THE BRIDGE 8 Inmate Tablets: ICSolutions will initially deploy 30 tablets with 8" screens and will deploy additional units as needed up to **1 tablet per inmate**; host inmate email, calling, grievance / appointment request, commissary ordering, FREE and UNLIMITED Edovo Core premium education content, entertainment content, commissary ordering, optional video chat and video messaging, and more

Fastcase Law Library: Accessible via inmate tablet

Rates & County Compensation

	Usage Rate	Commission Rate
<i>Inmate Calling (U.S.)</i>	\$0.14 per minute	60.1%
<i>Inmate Calling (International)</i>	Cost* + \$0.14 per minute	60.1%
<i>Inmate Voicemail</i>	\$1.00 per message	50%
<i>Video Chat (optional)</i>	\$0.25 per minute	25%
<i>Video Messaging (optional)</i>	\$0.35 per message	25%
<i>Streaming Tablet Content</i>	\$0.05 per minute	25%
<i>Email / Photo Sharing</i>	\$0.25 per message / photo	25%

NOTE: Call Rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

*For international call, "cost" means ICSolutions' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Standard FCC-approved funding fees will apply for prepaid accounts (\$3.00 per web/IVR transaction, \$5.95 per live agent transaction). In addition, a 7% Bail Bond Handling Fee will apply to bond payments submitted via credit/debit card or cash.

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Chester County Sheriff's Office (the "County") having its principal address as set forth on Exhibit A, attached hereto.

Whereas, the parties were parties to that certain Inmate Telephone Services Agreement with its effective date of 3/2/2017 (the "Prior Agreement"); and

Whereas, the parties agree as follows:

- 1. Term of Contract.** This Agreement shall be effective as of the first day of the month following full execution hereof (the "Effective Date") and shall remain in force and effect for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 3. Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
- 6. Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of South Carolina shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Chester County of South Carolina.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants

that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder, provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** ICS shall indemnify, defend and hold harmless County from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third-party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.

19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with

information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer[®] software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
 - a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Chester County Sheriff's Office

(Signature)

(Signature)

Mike Kennedy

(Printed Name)

(Printed Name)

Vice President Sales & Marketing

(Title)

(Title)

(Date)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Chester County Sheriff's Office
2740 Dawson Drive
Chester, SC 29706
Att: Sheriff Max Dorsey

Facilities & Service Locations:

Facility Name

Service Locations

Chester County Jail

2740 Dawson Drive
Chester, SC 29706

Equipment to be shipped to:

Chester County Jail
2740 Dawson Drive
Chester, SC 29706

Commissions to be paid to:

Chester County Sheriff's Office
2740 Dawson Drive
Chester, SC 29706
Att: Sheriff Max Dorsey

Exhibit B – Equipment

Centralized Enforcer® call processing platform, housed in ICS' Atlanta data center and backed up at its data center in San Antonio, along with the following:

- 27 stainless steel inmate telephones
- 14 visitation phone sets, connected to the Enforcer® for monitoring & recording
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- Online storage of all call recordings and call data for the entire contract duration plus continued access to all historical call detail records and recordings from the Prior Agreement
- Unlimited ENFORCER® user licenses
- JMS and commissary / banking interfaces
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for Facility staff & called parties
- Local technicians to provide onsite maintenance & support
- New/refresher training for all Facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Enforcer® Investigative & Voice Biometrics Suite:

- The AnalyzerSM link analysis / data mining tools
- The VerifierSM pre-call inmate voice verification
 - Featuring automatic voice enrollment
- The ImposterSM in-call continuous voice biometrics

The Enforcer® IVR Suite

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

The Bridge 8 Handheld Inmate Devices

- Wireless, 8" inmate tablets (*Initially 30 tablets; additional as needed up to one per inmate*)
- Inmate email/text messaging
- Inmate Calling app – enables secure inmate calling through ICS' Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting, forms, appointment request, & inmate handbook
- Commissary ordering
- Educational content
- Entertainment content
- Video Chat (optional)
- Law library subscription service.
- Optional mail scanning (optional)
 - Onsite or offsite scanning of non-legal postal mail
 - Delivered to inmates via The Bridge 8 Tablets
- Turnkey installation including hardware, software, wireless access points, and charging stations

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Prepaid, Collect & Debit Calling Rates	
Call Type	Per Minute Charge
Local	\$0.14
Intrastate/IntraLATA	\$0.14
Intrastate/InterLATA	\$0.14
Interstate	\$0.14
International Debit	Cost* + \$0.14

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

* "Cost" means ICS' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

Payment Processing Fee (Live Agent)	\$5.95
Payment Processing Fee (IVR or Internet)	\$3.00
Bill Statement Fee	\$2.00
Trust Account Deposits (lobby kiosk)	\$3.00

Bail Bond Handling Fee:

Gross Amount Deposited	Credit/Debit Deposits via Website	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 to \$1,500	7.0%	7.0%	7.0%	7.0%
\$1,500.01 to \$5,000.00	N/A	N/A	N/A	7.0%

Other Service Fees (commissionable; see Exhibit D):

Inmate Voicemail (per message)	\$1.00
Tablet Email Messaging (per message/photo)	\$0.25
Tablet Entertainment (per minute)	\$0.05
Tablet Video Chat (per minute)	\$0.35

(All other fees free or waived)

Exhibit D – Commissions

ICS shall pay to County a Commission of 60.1% of the gross revenue for all call types generated from County's Service Locations. Additionally, ICS shall pay to County a Commission of 50% of any service fees collected with respect to Inmate Voicemail services and 25% of any service fees collected with respect to Tablet Entertainment, Messaging and Video services. In the event that County deploys the optional Offsite Mail Scanning service, then the Tablet Commission shall not apply with respect to Messaging services.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

South Carolina

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM



FFY 2023 CESF Solicitation

**South Carolina Department of Public Safety
Office of Highway Safety and Justice
Programs**

Grant Period: October 1, 2022 – September 30, 2023
Applications Due: Friday, May 6, 2022

Coronavirus Emergency Supplemental Funding Program

I. Introduction

The Coronavirus Emergency Supplemental Funding (CESF) Program was authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. A jurisdiction was determined to be eligible for direct CESF funding through the U.S. Department of Justice's Bureau of Justice Assistance (BJA) if that jurisdiction was identified as eligible for funding under the FY 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program. As the State Administering Agency (SAA) for the JAG Program, the South Carolina Department of Public Safety's Office of Highway Safety and Justice Programs (OHSJP) has been designated by the BJA to administer South Carolina's allocation of CESF Program funds.

II. Funding Policy

Grants pay for 100 percent of project costs for a 12-month project period, from October 1, 2022 – September 30, 2023. Please note that, unlike the JAG Program, there is no Variable Pass-Through (VPT) requirement to locals for the CESF Program.

III. Eligible Applicants

The CESF Program is open to state agencies, local units of government, tribal governments, and non-profit agencies. There is never a guarantee of continuation funding for any program or project. A "local unit of government" is defined as any city, county, town, township or other political subdivision of a state.

In addition, the following points should be noted regarding local units of government:

- A. The term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally-recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, police departments, sheriffs' offices and public defender's offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.
- B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts) similar to police departments would have to apply through their local units of government.

- C. A solicitor's office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

- a. Maintain the financial records for the grant
- b. Include the solicitor's office in its payroll records; and
- c. Include the financial records of the grants to the solicitor's office in its organization-wide audit.

- D. Information for the following individuals will be required on the Grant Application:

- a. Project Director – Implementing Agency/Department Head, or person involved in the daily operations of the project.
- b. Financial Officer - City or County Finance Director, or state agency Chief Financial Officer; and
- c. Official Authorized to Sign - Mayor, City or County Administrator, or state agency director

IV. Matching Requirement

The CESF Program does not require a match.

V. Guidelines for the Use of Grant Funds

A. Permissible uses of funds

Projects funded under the CESF Program must have a nexus to criminal justice and be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NEW: Due to the increase in violent crime experienced during the pandemic, projects that support initiatives to prevent the occurrences of these crimes are also permissible.

While there are not specific priorities, projects that will have a lasting effect on Criminal Justice systems will be strongly considered for this round of funding. Examples include:

- Projects that reduce crowding in criminal or juvenile justice systems such as those that support technology solutions allowing proceedings to be completed virtually or provide electronic monitoring.

- Projects that facilitate social distancing by reducing the need for the public to visit law enforcement or other criminal justice facilities such as those that allow web based reporting or document requests.
- Projects that provide equipment or infrastructure that will outlast and continue to provide use beyond the end of the project period.

B. Expenditures which require prior BJA approval

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the applicant intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the applicant. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the applicant requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation and justification related to these items should be included with the application. The OHSJP must apply for and receive written prior approval from BJA on behalf of the applicant for these items. Additionally, BJA is in the process of updating guidance to implement a recent Executive Order and OJP Order 2700.1 prior to granting any future approval requests for UAS/UA/UAV's. The OHSJP does not have an anticipated timeframe as to when this guidance will be released. For more information on OJP Order 2700.1 Policy on Funding Unmanned Aircraft Systems go to: <https://www.justice.gov/opa/pr/department-justice-revises-policy-governing-grants-associated-foreign-made-unmanned-aircraft>

C. Prohibition of supplanting

Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. The DOJ Grants Financial Guide defines supplanting as: to deliberately reduce state or local funds because of the existence of federal funds. For example, when state funds are appropriated for a stated purpose and federal funds are awarded for that same purpose, the state replaces its state funds with federal funds, thereby reducing the total amount available for the stated purpose. The DOJ Grants Financial Guide is located at the following website for your reference: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

D. Unallowable uses of funds

There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide, located here: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

Please note, CESF funds cannot be used as matching funds for other federal funding programs.

VI. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for, or impose another sanction on a subgrantee for any of the following reasons:

- A. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.
- B. Failure to submit reports (programmatic and/or financial) in a timely manner.
- C. Filing a false certification in this application or other report or document.

VII. Application Criteria and Funding Review Process

All grant applications must be completed using the OHSJP's web-based grants management system, "SCDPS Grants." SCDPS Grants can be accessed at <https://www.scdpsgrants.com/>, as well as through the South Carolina Department of Public Safety website at <http://www.scdps.sc.gov/ohsjp/>. All applications will be reviewed equally by the OHSJP staff to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. **Late applications will not be accepted.**

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. The OHSJP staff use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

A. Documentation of need

1. **Program Definition** - Any funds requested must be for the implementation of a program designed to prevent, prepare for, and respond to the coronavirus.
2. **Project Impact** - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.
3. **Budgetary Review** - Each application will be reviewed to ensure budgetary items are reasonable and costs are allowable.

4. Project Feasibility - Applicants should describe sufficiently and clearly how the project will be implemented.
5. Project Evaluation - Simple, specific, and measurable objectives should be presented, and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

- B. Geographical areas of greatest need
- C. Jurisdictions with limited resources
- D. Current or past grant performance
- E. Probability of success
- F. Effective utilization of resources
- G. Requested grant amount

IX. Additional Information Requirements and Programmatic Conditions:

A. Employment eligibility verification for hiring under the CESF award

1. The recipient (and any sub recipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any sub recipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any sub recipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a (a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of sub recipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any sub recipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any sub recipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or sub recipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any sub recipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any sub recipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

B. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

X. Notification Process

Applicants will be notified in writing by the OHSJP whether their application has been approved or denied for funding. Notices of these decisions are tentatively scheduled for publication in September/October. The FFY 2023 grant period is currently scheduled for October 1, 2022 – September 30, 2023.

XI. Application Process-SCDPS Grants

The grant application must be completed using the OHSJP's web-based grants management system, *SCDPS Grants*. *SCDPS Grants* can be accessed at <https://www.scdpsgrants.com/>, as well as through the South Carolina Department of Public Safety website at <http://www.scdps.sc.gov/ohsjp/>.

IMPORTANT NOTE! New users must submit their subgrantee user registration request by Friday, April 22, 2022.

The application must be fully complete and submitted via SCDPS Grants prior to the application deadline, which is Friday, May 6, 2022. Required/supporting documents, letters of cooperation, and appendices relating to the application may be uploaded as attachments to an application on *SCDPS Grants* or forwarded to the address below with the **application number written on the documents**. Any supporting documentation must be **received** by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

Ms. Kayla Boston
S.C. Department of Public Safety
Office of Highway Safety and Justice Programs
Post Office Box 1993
Blythewood, South Carolina 29016

Please be aware that *SCDPS Grants* will allow application submissions until 11:59 PM on the application due date. However, staff will not be available to assist with application questions after 5:00 PM.

For programmatic questions, you may contact Amy Kingston at AmyKingston@scpdps.gov or (803) 896-4742. Contact James Pendergrass at in Accounting-Grants for any financial questions at GrantsAccounting@scdps.gov or (803) 896-8097.

Grant Application Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

Budget and Description –

- Proposed expenditures are reasonable, adhere to application guidelines
- Equipment/personnel is documented as necessary
- Each expenditure is explained **in detail** in the budget narrative
- Agency current fiscal year authority approved budget

Problem Statement –

- The problem and/or need the project will address is defined exactly as it exists in **your particular community** (focus on the needs of your area and how the project will meet those needs)
- Local** information and statistics are provided to support the request for funding (do not use statewide information alone to support the development of a local level project)
- Existing efforts, current resources, and programs being utilized to deal with the problem are **thoroughly** addressed

Project Purpose –

- At least one distinct purpose/goal has been identified
- Project purpose/goal is S.M.A.R.T. (specific, measureable, achievable, relevant, and time-bound)

Project Objectives –

- The objectives are specific and measureable to show how the goal will be achieved
- There is at least one objective per goal listed

Performance Indicators –

- There is a performance indicator per project objective identified
- Each indicator shows how each objective will be measured and what methods will be used to evaluate progress towards achieving the objectives and goals.

Project Evaluation –

- Explain who will examine the project's objectives and performance indicators
- Explain how that person will determine the extent to which the entire project has solved the stated problem
- Evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness

Other Relevant Requirements –

- Attach applications for direct funding from BJA, the South Carolina Emergency Management Division (SCEMD)/FEMA, SC CARES, and/or other disaster funds related to the coronavirus response in the Documents section of the online application
- The implementation schedule should contain information on the timing of activities
- The total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects should be attached
- The name, title, address, phone, and email information must be completed on the online application for the Project Director, Financial Officer and Authorized Official. Original signatures will only be required once a grant award is made

Chester County Planning Commission Minutes
April 26, 2022

The April 26, 2022 meeting of the Chester County Planning Commission was held at 6:30 pm at R. Carlisle Roddey Government Complex located at 1476 JA Cochran Bypass, Chester, SC.

Notice of Meeting: Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the April 6th, 2022 Chester News & Reporter. All properties were also posted.

Quorum Established: Chairman Raines, Vice Chairman Smith, Commissioners Walley, Grant, Howell and Hill were present.

Absent: Commissioner Williams was absent with prior notification.

Staff Present: Mike Levister.

Call to Order- Chairman Raines called the meeting to order.

Approval of Agenda: Chairman Raines stated the applicant for CCMA22-03 had asked to withdraw her rezoning request due to certain circumstances she did not wish to proceed. She had provided staff with a letter to withdraw. Chairman Raines motioned to approve the agenda with the omission, second by Commissioner Howell. Vote 6-0 to approve.

Approval of Minutes from March 15, 2022 Meeting

Chairman Raines motioned to approve, second by Vice Chairman Smith. Vote 6-0 to approve.

New Business

CCMA22-02: Applicant: Timothy O. Fudge request Tax Map #: 122-00-00-190-000 located at 2206 Fudge Guinn Rd. Edgemoor SC to be rezoned from Rural Two (R2) to Rural one (R1).

Mr. Fudge stated he inherited the property and the house on it; the current zoning was R2, since R2 zoning required two acres he wanted the property rezoned to sell an acre to his niece and her husband. The property adjacent to his was zoned R1 which required one acre lot and he doesn't use the extra land.

Chairman Raines stated both properties would have to be the same zoning to combine them. No one spoke for or against the rezoning request. Chairman Raines motioned to approve, second by Vice Chairman Smith. Vote 6-0 to approve.

Removed CCMA22-03: Applicant: Sharrenda Hopkins request Tax Map # 160-03-02-013-000 located at 5243 George Beard Ave. Great Falls SC to be rezoned from Multi-Family Residential (RG-1) to General Residential (RG-2).

Comments/Discussion-There was no comments or discussion.

Adjourn-Chairman Raines motioned to adjourn, second by Vice Chairman Smith. Vote 6-0 to adjourn.

This is a summary of proceedings at the April 26th, 2022 meeting of the Planning Commission, and not a verbatim transcript of the meeting. This summary, and an audio recording of the meeting is retained by the Chester County Building & Zoning department, and available if requested. This summary represents the facts of this meeting, not the opinion or interpretation of the Secretary.



Chester County, South Carolina
 Department of Planning, Building & Zoning
 1476 J.A. Cochran Bypass
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 4/26/2022 Case # CCMA22-02 Invoice # 4966

The applicant hereby requests that the property described to be rezoned from R2 to R1

Please give your reason for this rezoning request:
per telephone conversation with Timothy 3.11.22 request to rezone to R1 to be zoned the same as his sisters property. This will allow him to be able to deed her a portion of his property.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: _____

Property Address Information

Property address: 2206 Fudge Guinn Rd Edgemore, SC 29712
 Tax Map Number: 122-00-00-190-0B Acres: 2.084

Any structures on the property: yes no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Timothy D. Fudge
 Address: 2206 Fudge Guinn Rd Edgemore, SC 29712
 e: _____ cell _____ work _____

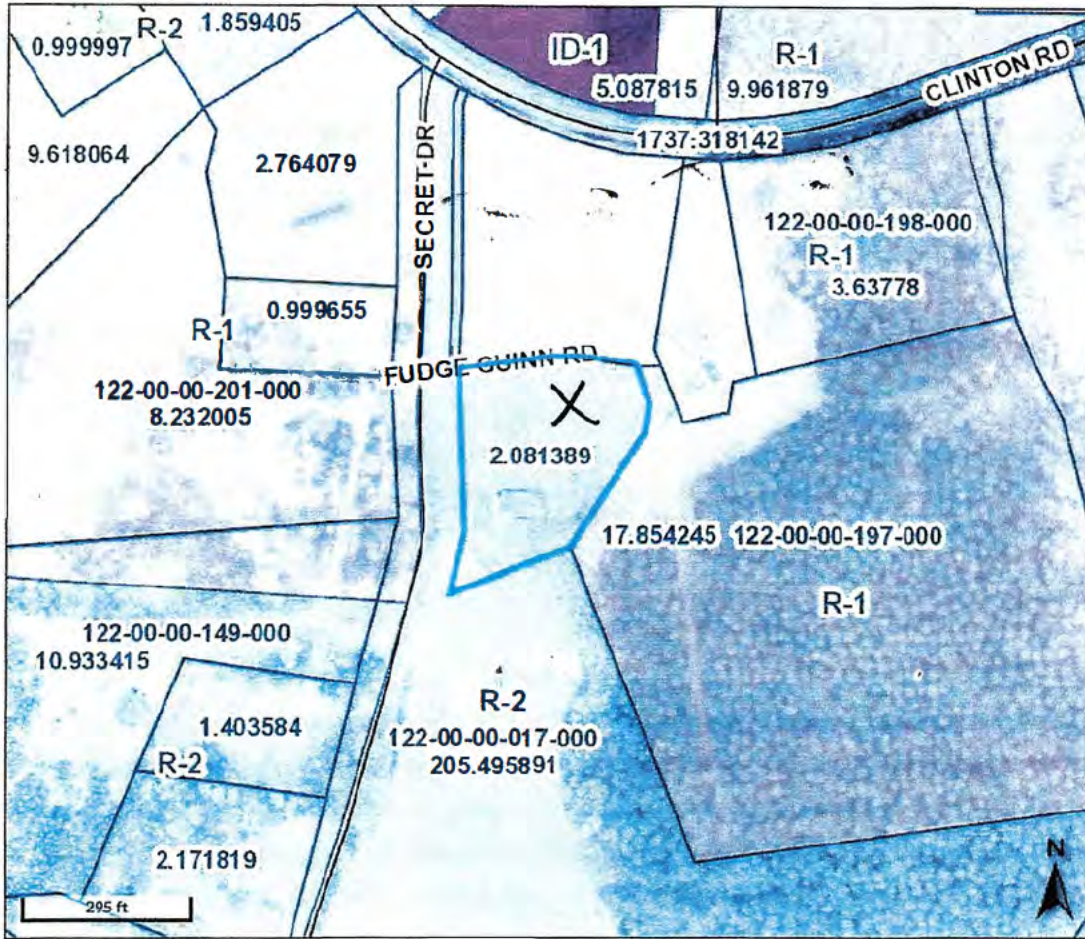
E-Mail Address: _____

Owner(s) if other than applicant(s): same as above
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Timothy D. Fudge Date: 3/10/22
 Applicant signature: _____ Date: _____

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Overview

Legend

- Roads**
- Secondary Road
 - SC Highway
- Municipals**
- Parcels
- Chester County Zoning**
- AG
 - BI Basic Industrial
 - C1-Central Commercial District
 - C2-General Commercial District
 - CC Core Commercial
 - EDD
 - GC
 - GR General Residential
 - HC Highway Commercial
 - I-Industrial
 - I1-Industrial Distr
 - ID-1
 - ID-2
 - ID-3
 - LC
 - LI Limited Industrial
 - MF Multi-family Residential
 - NC Neighborhood Commercial
 - NCH Neighborhood Commercial - Historic
 - PD Planned Development
 - R-1
 - R-2

- R-3
- R-4
- R10 One Family Residential
- R6 One and Two Family Residential
- R8 One Family Residential
- RG-1
- RG-2
- RIV
- RS-1
- County Boundary

Parcel ID 122-00-00 190 000
 Sec/Twp/Rng n/a
 Property Address 2206 FUDGE GUINN RD
 District 03
 Brief Tax Description TRACTB
 (Note: Not to be used on legal documents)

Alternate ID n/a
 Class R
 Acreage 2.081

Owner Address FUDGE TIMOTHY O
 2206 FUDGE GUINN RD
 EDGEMOOR SC 29712

PLAT OF SURVEY FOR
MARC K. ROBINSON
LOCATED ON CLINTON ROAD
LEWISVILLE TOWNSHIP, CHESTER COUNTY, SOUTH CAROLINA
DECEMBER 17, 2015

APPROXIMATE MAPS: 0-0-17
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MAGNETIC NORTH

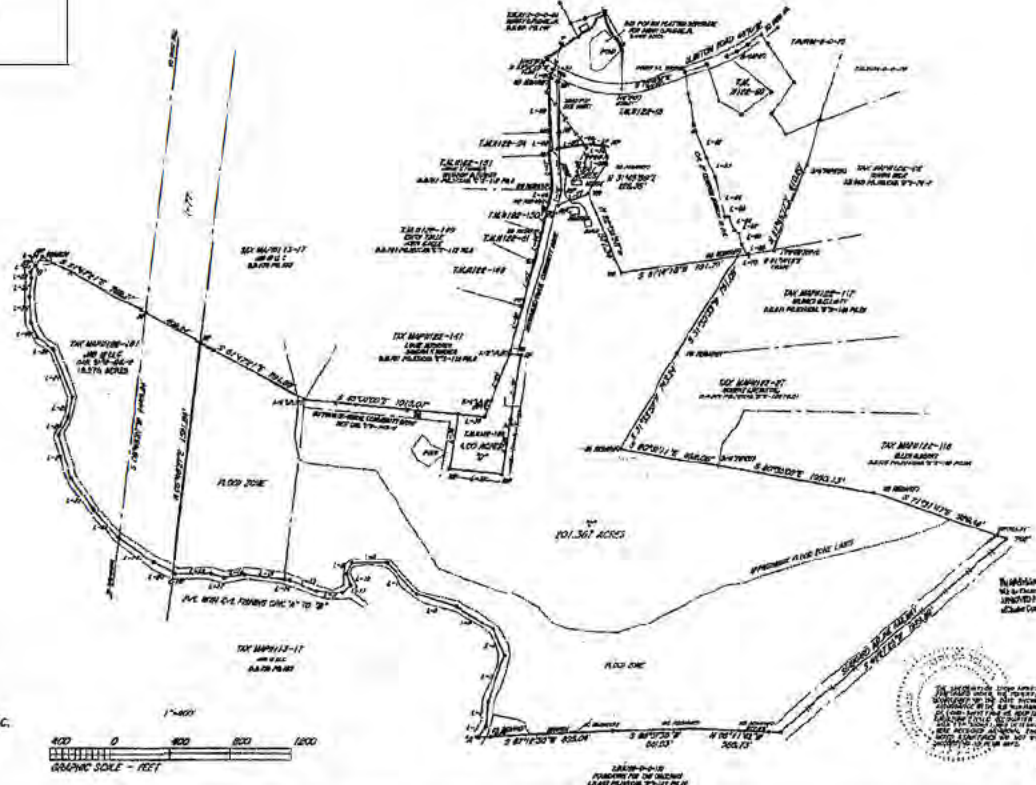


Table with 2 columns: BEARING and DISTANCE. It lists numerous survey points and their coordinates.

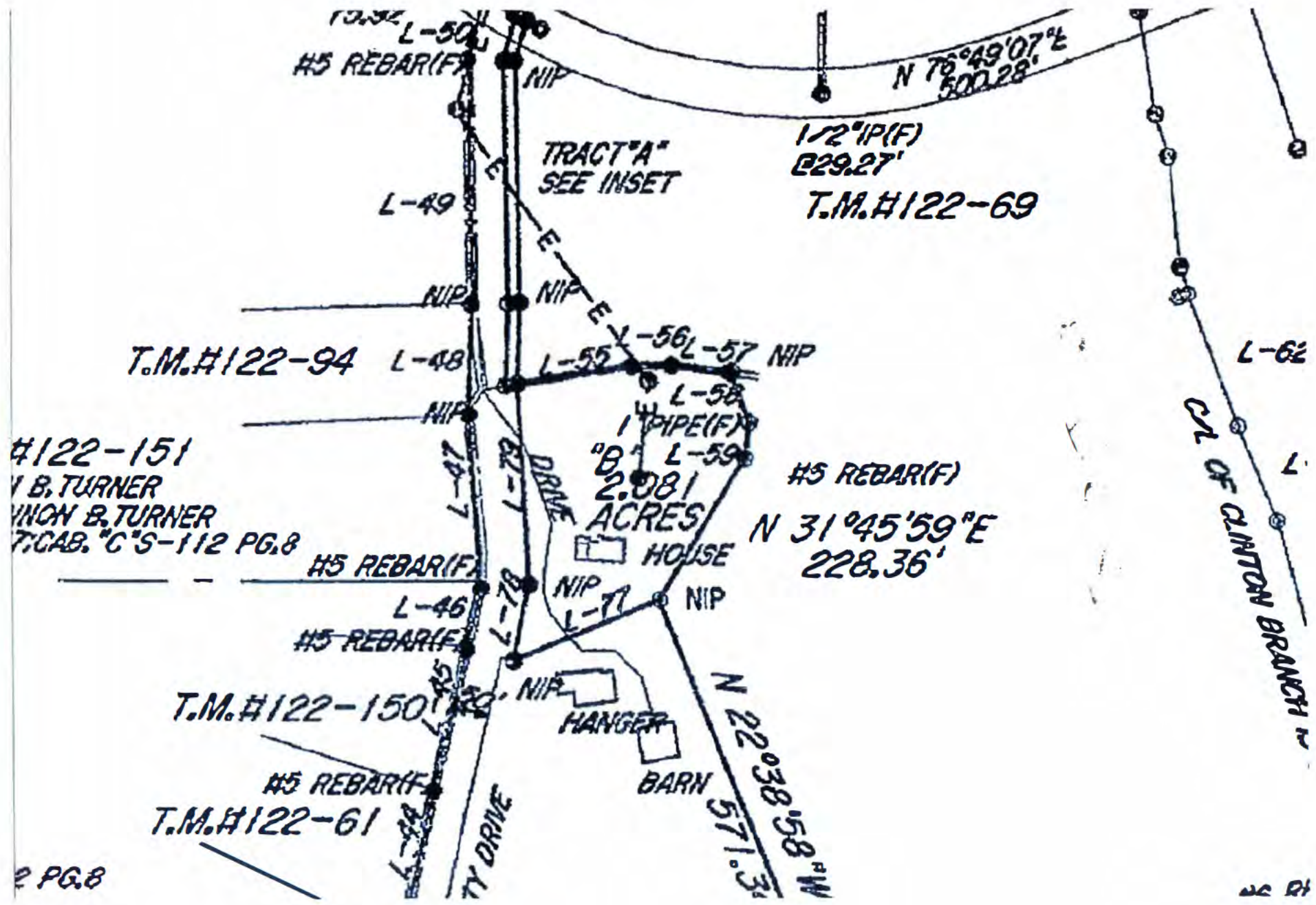
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2015-00-100

NOTE:
1. EXISTING 8" DIA. WATER MAIN
2. EXISTING 8" DIA. GAS MAIN
3. EXISTING 8" DIA. SEWER MAIN
4. EXISTING 8" DIA. RAIN MAIN
5. EXISTING 8" DIA. FENCED PIPE

HIPP LAND SURVEYING, INC.
3574 VICTORY WAY SUITE 101
RICHLAND, S.C. 29729
PHONE (803) 789 3716



Professional surveyor seal and signature area for Marc K. Robinson, including a circular seal with text and a signature.



TO USE L-50
#5 REBAR(F)

N 76°49'07"E
500.28'

TRACT "A"
SEE INSET

1/2" IP(F)
229.27'
T.M.#122-69

L-49

T.M.#122-94

L-48

L-55

L-56

L-57 NIP

#122-151
VIN B. TURNER
VINON B. TURNER
T.CAB. "C" S-112 PG.8

"B" 2.081
ACRES

HOUSE

#5 REBAR(F)
N 31°45'59"E
228.36'

#5 REBAR(F)

L-45

#5 REBAR(F)

T.M.#122-150

HANGER

BARN

N 22°38'58"W
571.3'

#5 REBAR(F)
T.M.#122-61

CL OF CLINTON BRANCH

R R

PG.8

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. A member of a county board or commission appointed to serve from a council district must be a resident of that district during the entire time of service. A member who moves residence from the district form which appointed, or from the county, automatically vacates the position.

Date: April 21st 2022

Board or Commission Appointment being sought: _____

Name: David Beverley Sr. Occupation: Technology Manager - State Agency Division

Street Address: 1172 Deer Run Road - Chester, SC 29706

Mailing Address: (if different from above) _____

Telephone (Home): [REDACTED] Cell: [REDACTED]

E-Mail: [REDACTED] Do you live in Chester County yes / no.

Date of Birth: 03 / 15 / 1964 Sex: male

If recommended by a Council Member, indicate name: N/A

In which Council District do you reside? Please indicate (1-6) 3

Are you presently serving on a County Board or Commission? NO If "yes" when does your term expire?

____/____/____

CONFLICT OF INTEREST STATEMENT: I, David Beverley Sr., as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) _____

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer.

Please check the appropriate box below.

Boards

- Accommodation Tax
- Assessment of Appeals
- Catawba Mental Health
- Catawba Regional Council of Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Zoning Board of Appeals
- Construction Board of Appeals
- Solid Waste Advisory Board

Commissions/Committee

- Airport Commission
- Parks & Recreation Commission
- Planning Commission
- Rural Fire Commission
- Lando Rural Fire Commission
- Fort Lawn Fire Protection
- Richburg Fire District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery
- Chester Metropolitan Commission
- Olde English Commission
- John Keziah Park Commission
- Radio Users Advisory Committee

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org