



# CHESTER COUNTY COUNCIL MEETING

## **R. Carlisle Roddey Chester County Government Complex**

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, June 6<sup>th</sup>, 2022 at 6:00 PM**

### **Agenda**

**1. Call to Order**

**2. Pledge of Allegiance and Invocation**

**3. Approval of Minutes**

a. May 16<sup>th</sup>, 2022 Council Minutes.

**4. Citizen Comments**

**5. Ordinances/Resolutions/Proclamations**

a. **2<sup>nd</sup> Reading of 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.

b. **2<sup>nd</sup> Reading of Ordinance 2022-8** An Ordinance to Authorize the County Of Chester, By Chester County Council, To Purchase The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference Upon Such Terms And Conditions As Described In Exhibit A.

c. **Resolution 2022-6** Identifying the Capital Projects as Part of A Program Of General Obligation Borrowing; And Other Related Matters.

d. Proclamation Recognizing James "Hawkeye" Weston of EMS.

**6. Old Business**

a. **3<sup>rd</sup> Reading of CCMA22-02:** Applicant: Timothy D. 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 voted 6-0 to approve.

**7. New Business**

a. Council to approve a five-year agreement with Avenue Enterprise Solutions, LLC in the amount of \$3675 monthly for the Clerk of Courts Office. Clerk of Court Sue Carpenter and Josh LaRussa, Register of Deeds.

b. Council to approve RFP 2122-08 bid for the Courthouse waterproofing to the lowest bidder Strickland Waterproofing out of Charlotte, NC in the amount of \$67,000 dollars. Building Maintenance Director Joe Roberts.

c. Council to approve transferring \$30,000 dollars in left over grant match funds to the Fire Coordinator budget line item 100-345-5202 Operating Supplies. Deputy Fire Coordinator Meaghan Brewer.

8. **Boards and Commissions**

a. Appointment to the Radio Users Advisory Committee. County Council.

9. **Executive Session**

- a. To receive legal advice regarding amendment of an ordinance. Attorney Winters.
- b. To receive legal advice regarding Gateway Steering Committee Enable Act. Attorney Winters.
- c. To receive legal advice regarding Boral Stone. Attorney Winters.
- d. To receive legal advice regarding project 2234. Attorney Winters.
- e. To receive legal advice regarding project 2213. Attorney Winters.

10. **Council Actions Following Executive Session**

- a. Action taken regarding legal advice for the amendment of an ordinance.
- b. Action taken regarding legal advice of the Gateway Steering Committee Enabling Act.
- c. Action taken regarding legal advice of Boral Stone.
- d. Action taken regarding legal advice of Project 2234.
- e. Action taken regarding legal advice of Project 2213.

11. **Council Comments**

12. **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

Monday, May 16<sup>th</sup>, 2022 at 6:00 PM

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

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. May 2<sup>nd</sup>, 2022 Council Minutes. Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 5-0 to approve. Councilman Killian was not present for the May 2<sup>nd</sup> meeting and did not vote.

Interim Chairman called for a motion to remove 6.d. from the agenda. Councilman Wilson motioned to remove 6.d., second by Vice Chairman Branham. Vote unanimous.

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. **3<sup>rd</sup> 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. *Interim Chairman Dr. Frederick closed the public hearing.*

6. **Ordinances/Resolutions/Proclamations**

a. **3<sup>rd</sup> 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. Councilman Jordan motioned to approve as the third reading authorizing the issuance of general obligation bonds not to exceed \$850,000 dollars for projects for the Lando Rural Fire District, (Clerk Lee stated the amount should be \$860,000) Councilman Jordan amended his motion to \$860,000 second by Councilman Vaughn. Vote was unanimous.

b. **1<sup>st</sup> 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. Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote was unanimous.

c. **1<sup>st</sup> Reading in Title Only Ordinance 2022-8** An ordinance to Purchase property TM 080-03-03-001-000. Councilman Wilson motioned to approve in title only, second by Councilman Jordan. Vote was unanimous.

d. **Removed** **1<sup>st</sup> Reading in Title Only Ordinance 2022-9** An Ordinance for Fee schedules for development agreements.

## 7. Old Business

a. **2<sup>nd</sup> Reading of CCMA22-02: Applicant: Timothy D. 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 voted 6-0 to approve.** Councilman Jordan motioned to approve, second by Councilwoman Guy. Vote was unanimous.

b. **Update Council on the progress of the Pal800 system upgrades, tower use and other system details. 911 Director Doug McMurray.** Mr. McMurray gave a brief update stating the last time he spoke with Council was around six months ago. All the user parts of the radio system were in. Currently they are having supply chain issues for some of the accessories such as microphones, batteries, and antennas they are slowly arriving. The state working on contracts for towers and equipment. They anticipate having everything in and operational about the middle of August or October if everything keeps flowing to make it happen. They still have committee meetings, trying to get the radio programming templates nailed down to program around July 1. The fire service had the most equipment to install. The municipalities are anxious to get things going, currently Great Falls does not have representation on the committee, but they were working on that. Councilman Wilson asked where they were at with someone in charge to the radio system and a paid employee.

Mr. McMurray stated that had been rescinded, it was going to fall under the emergency management, but that position was rescinded. Right now, he was the single point of contact. They have put in their budget a request for a contract with MCA, which is Mobile Comm America who is also their vendor on Motorola's behalf to assist with everything from additional programming, installations, logistics, inventories anything that they would need help with that would be done remotely.

## 8. New Business

a. **Council to approve award of bid RFP2122-07 regarding Solid Waste Collection & Transportation to Republic Services with a savings of \$187,000 dollars a year.** Mrs. Cok stated when they only received two bids which was Waste Management and Republic Services. They recommended Republic Services which would be a four-year contract and savings each year for the County of \$187,000 each year. Treasurer Tommy Darby stated comparing the two bids currently the County was paying \$222.85 per haul with the new contract it would be \$195 per haul and would be savings on the recycling side. The cost per ton would go up from 4744 to 4950 on the disposal rate. There would be some additional cost to remove the trash from the landfill, he stated the savings between the contracts was \$187,000 dollars. Councilman Wilson motioned to approve the bid regarding solid waste collection and transportation to Republic Services for a four-year contract, second by Councilman Vaughn. Councilman Jordan asked when the contract would be ready for Attorney Winters to review. Mrs. Cok

stated once they give them notice to proceed, they would start the contract documents, so it would be around two to three weeks. Councilman Vaughn withdrew his second, Councilman Wilson withdrew his motion. Councilman Wilson motioned to award the bid regarding solid waste collection and transportation to Republic Services contingent for four years contingent upon the contract being approved by our legal counsel, second by Councilman Vaughn. Vote 4-2 to approve. Councilwoman Guy and Councilman Killian opposed.

**9. Executive Session**

*Interim Chairman recused from 9.b.*

Councilwoman Guy motioned to go into executive session, second by Councilman Jordan. Vote was unanimous.

- a. Receive legal advice regarding a personnel matter in the Human Resource Dept. Attorney Winters.
- b. Receive legal advice regarding the County Administrator search. Attorney Winters.

**10. Council Actions Following Executive Session**

Vice Chairman Branham motioned to go back to regular session, second by Councilman Vaughn. Vote was unanimous.

- a. Action taken regarding legal advice for a personnel matter in the Human Resource Department. Taken as information.
- b. Action taken regarding the County Administrator search. Taken as information.

**11. Council Comments-None**

**12. Adjourn-** Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote was unanimous.

Time: 7:45 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  
FISCAL YEAR 2022-2023

AN ORDINANCE

NO.: 2022-7

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.

		GENERAL FUND			Department	
		Personnel	Operating	Capital	Allocations	Totals
101	County Council	133,501	37,900			171,401
102	Delegation	23,680	2,200			25,880
105	County Supervisor	232,876	11,180			244,056
106	Finance	289,649	8,400			298,049
110	Human Resources	137,031	40,000			177,031
115	Purchasing Department	111,111	4,610			115,721
120	County Treasurer	268,003	58,855			326,858
125	Delinquent Tax Collector	95,419	68,250			163,669
130	Auditor	149,865	11,150			161,015
135	Tax Assessor	340,864	49,272			390,136
140	Planning and Zoning	251,232	260,400			511,632
145	Economic Development	421,304	93,710			515,014
150	Coroner	142,060	70,800			212,860
155	Registration and Election	131,570	88,700			220,270
160	County Garage	102,483	288,000			390,483
170	Building Maintenance	510,329	639,800			1,150,129
175	Airport				40,000	40,000
176	Information Technology	124,387	359,975			484,362
177	Utilities		850,000			850,000
179	Postage		45,000			45,000
180	Bond Insurance		3,000			3,000
181	Property and Liability Insurance		919,490			919,490
182	Worker's Compensation Insurance		464,838			464,838
183	Unemployment Benefits		10,000			10,000
185	Employee Health Insurance		1,749,660			1,749,660
186	Audit Expense		65,000			65,000
187	Catawba Regional		39,769			39,769
188	SC Association Of Counties		8,898			8,898
189	Grant Matching Funds		338,032			338,032
190	Contingent Fund		345,628			345,628
194	Copier Lease		140,000			140,000
199	Code Enforcement	43,002	12,960			55,962
210	GIS	65,110	50,030			115,140
215	QS1		222,635			222,635
220	Medical Services		262,713			262,713
250	Attorney Services	123,959				123,959
255	Clerk of Court	384,232	110,700			494,932
260	Family Court	169,409	40,000			209,409
265	Probate Judge	269,029	21,666			290,695
275	Chester Magistrate	413,071	87,670			500,741

CHESTER COUNTY  
FISCAL YEAR 2022-2023

	Personnel	Operating	Capital	Allocations	Department Totals
291	Court of Appeals		5,000		5,000
292	Circuit Court		1,300		1,300
295	Public Defender		141,512		141,512
299	Solicitor		258,606		258,606
301	Sheriff's Department	3,708,829	773,397		4,482,226
340	Detention Center	2,111,733	547,065		2,658,798
345	Fire Coordinator	229,241	24,500		253,741
350	Rural Fire Department		609,749	172,365	782,114
355	Emergency Management	108,936	35,300		144,236
360	E911	1,044,414	278,634		1,323,048
365	Animal Control	301,286	163,909		465,195
370	Chester County Rescue Squad			12,000	12,000
375	Great Falls Rescue Squad			12,000	12,000
401	Road Department	176,700	94,150		270,850
402	Public Works	122,702	12,000		134,702
405	Litter Control	88,808	4,725		93,533
501	E.M.S.	2,886,215	398,688	710,788	3,995,691
505	Veteran's Affairs	136,565	5,650		142,215
510	Department of Social Services		50,000		50,000
515	D.H.E.C.		38,300		38,300
530	Senior Services			16,200	16,200
540	Chester Lancaster Disabilities			4,050	4,050
545	Soil and Water Conservation			11,000	11,000
555	Indigent Patients			74,236	74,236
560	Keystone			5,000	5,000
601	Recreation	57,897	69,500		127,397
615	Clemson Extension			12,150	12,150
625	Great Falls Hometown Association			12,000	12,000
626	Palmetto Citizens Against Sexual Assault			5,000	5,000
627	Summer Feeding Program			10,000	10,000
629	Catawba Community Mental Health Center			3,000	3,000
630	Fort Lawn Community Center			4,050	4,050
700	Salary Study Implementation Phase IV	87,500			87,500
	Total Personnel	15,906,502			
	Total Operating		11,392,876		
	Total Capital		883,153		
	Total County Allocations			220,686	
<b>TOTAL GENERAL FUND</b>					<b>28,490,717</b>
<b>MILLAGE FUNDS</b>					
	Solid Waste Collection				922,907
	Lando Fire District				155,000
	Chester Fire District				2,079,898
	Library Operations				790,000
	York Tech				255,700
	Lewis Fire District				90,300
	Fort Lawn Fire District				95,000
	Richburg Fire District				261,086
<b>TOTAL MILLAGE FUNDS</b>					<b>4,649,891</b>
<b>SPECIAL REVENUE FUNDS</b>					
	E-911 Funds				294,350
	C-Funds				1,499,000
	Victims Assistance Fund				97,141
	Courthouse Improvements				75,000
	American Rescue Plan Act (ARPA)				5,770,239
	County Local ATAX				306,000
<b>TOTAL SPECIAL REVENUE FUNDS</b>					<b>8,041,730</b>
<b>ENTERPRISE FUND</b>					
	Solid Waste Disposal				1,459,593
	Gateway Conference Center				191,234
<b>TOTAL ENTERPRISE FUND</b>					<b>1,650,827</b>
<b>DEBT SERVICE FUND</b>					
	Lando Fire District Debt Service				88,604
	Fort Lawn Fire District Debt Service				45,692
	Chester County Debt Service Retirement				1,971,647
	Chester Fire District Debt Service				112,500
	Capital Project Sales Tax Debt Service				2,672,120
	Richburg Fire District Debt Service				147,624
<b>TOTAL DEBT SERVICE FUNDS</b>					<b>5,038,187</b>
<b>TOTAL APPROPRIATIONS</b>					<b>\$ 47,871,352</b>

CHESTER COUNTY  
FISCAL YEAR 2022-2023

SECTION 2: For the purposes of meeting the appropriation made in this ordinance the following receipts and anticipated revenues of Chester County are hereby allotted for such purposes, together with all other income not specifically allocated to other purposes. It is estimated that the following special revenues will accrue to Chester County during the fiscal year:

GENERAL FUND

PROPERTY TAX

Real and Personal	11,443,170
Vehicle Taxes	1,612,000
Delinquent Tax Collections	750,508
Local Option Taxes - Credit Fund	2,400,000
Local Option Taxes - County Revenue Fund	1,044,000
Homestead Exemption	1,098,000
Manufacturers Reimbursement	677,000
P.L.L.O.T.	220,000
Fee-in-Lieu of Taxes	2,800,000
Merchants Inventory	90,000
	22,134,678

LICENSES, FEES, FINES AND PERMITS

Magistrates	410,000
Clerk of Court - Fines and Fees	330,000
Family Court	119,000
Vehicle Decal Fees	25,000
Tax Collector	95,000
Probate Judge	70,000
Zoning Fees	12,000
Building Permits	653,000
	1,714,000

INTERGOVERNMENTAL

Local Government Revenue	1,759,360
Accommodations Tax - State Allocation	30,000
Salary Supplement - Elected Officials	6,300
Operating Transfer In	100,000
Sheriff Local Sources	25,000
	1,920,660

OTHER INCOME

EMS Fees	1,510,000
Franchise Fees	20,000
D.S.S.	28,700
Interest Income	25,000
Rentals	35,000
National Forest Fund	47,148
Animal Control Revenue	6,200
Appropriation of Fund Balance	924,331
Miscellaneous	125,000
	2,721,379

TOTAL GENERAL FUND

28,490,717

MILLAGE FUNDS

PROPERTY TAXES

Chester Fire District	2,079,898
Lando Fire District	155,000
Lewis Fire District	90,300
Fort Lawn Fire District	95,000
Richburg Fire District	261,086
Library Operations	790,000
Solid Waste Collection	922,907
York Tech	255,700

TOTAL MILLAGE FUNDS

4,649,891



CHESTER COUNTY  
FISCAL YEAR 2022-2023

SPECIAL REVENUE FUNDS

E-911 Funds	294,350
C-Funds	1,499,000
Victims Assistance Fund	97,141
Courthouse Improvements	75,000
American Rescue Plan Act (ARPA)	5,770,239
County Local ATAX	306,000
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>8,041,730</b>

ENTERPRISE FUND

USER FEES	
Solid Waste Disposal	1,459,593
Gateway Conference Center	191,234
<b>TOTAL ENTERPRISE FUND</b>	<b>1,650,827</b>

DEBT SERVICE FUND

Lando Fire District Debt Service	88,604
Fort Lawn Fire Debt Service	45,692
Chester County Debt Service Retirement	1,971,647
Chester Fire District Debt Service	112,500
Capital Project Sales Tax Debt Service	2,672,120
Richburg Fire District Debt Service	147,624
<b>TOTAL DEBT SERVICE FUND</b>	<b>5,038,187</b>

<b>TOTAL REVENUE</b>	<b>\$ 47,871,352</b>
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To further meet the appropriations provided by this ordinance, The Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the Chester County Treasurer is directed to collect a tax necessary to meet all budget requirements, except as provided for by other revenue sources, for the operation of the county government for the fiscal year beginning July 1, 2022 through June 30, 2023.

SECTION 3: All County purchases shall be made in accordance with the Ordinance establishing a centralized purchasing system for the procurement of goods and services required by Chester County in conformity with purchasing policies and procedures established and approved by the County governing body. The appropriations provided in the ordinance shall not in any case be exceeded, and any contracts which may be made, or which may in any manner provide for the expenditures of funds in excess of those provided in this ordinance shall not be binding upon Chester County. Any person, firm, corporation or other organization selling supplies or commodities or rendering services to Chester County is charged with the duty of ascertaining in advance whether or not the appropriations for that purchase are sufficient to pay for the furnishing of such supplies, commodities or services.

SECTION 4: No money appropriated for any specific purpose under the provisions of this ordinance shall be used for any other purpose than that specified; provided however, that the Chester County Supervisor may reallocate budgeted but unexpended funds within any county office, department, board, commission or institution receiving County funds; provided, further that the Chester County Council or a majority thereof may in its discretion by proper resolution transfer or reallocate budgeted but unexpended funds from one County office, department, board, commission, or institution to another. Any reallocation of unexpended funds for salary adjustments must be approved by Chester County Council. Also, any reallocation of unexpended funds that obligates future budgets must be approved by Chester County Council. Any amount appropriated in this ordinance may be discontinued at any time by appropriate action of a majority of the County governing body.

SECTION 5: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or succeeding fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Chester County for repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such items and in such sums as may be negotiated between the County and the lender.

SECTION 6: The Chester County Attorney shall represent all agencies, boards and officials and subdivisions in Chester County, which are subject to the budgetary controls of the County Council. Said attorney shall not represent any organization, agency or individual in any matter coming before the County Council. In legal matters in which the County Attorney requests authority to associate other counsel, and such authority is approved by the County governing body, County funds may be expended as compensation for such associate counsel.

SECTION 7: An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or Firm of public accounts who have no personal interest, direct or indirect in the fiscal affairs of the County government of Chester County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm annually or for a period not exceeding one year; provided that such designation

shall be made not later than thirty (30) days after the beginning of such fiscal year. Unless included in the Annual County audit, an annual audit of each agency, board, bureau or commission of Chester County, funded in whole or in part by County funds shall be made. Copies of the annual audit and such other audits as are required by this section shall be filed in the office of the Clerk of Court for Chester County and provided for the Chester County Supervisor and every member of the County governing body. The audit reports shall be made available for public inspection.

SECTION 8: When employees are required to travel on official business, the County shall pay reasonable amounts for transportation, meals and lodging. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the current published IRS rate. Meal expenses will be reimbursed but may not exceed \$35.00 for a twenty-four hour period for in state travel, \$50.00 for out of state travel, and \$50.00 for Myrtle Beach and Hilton Head, South Carolina.

SECTION 9: The Chester County Tax Collector may call upon the Chester County Sheriff or any deputy or constable of the County to render such aid and assistance as may be necessary in the ejection of any occupant or tenant in possession of any property at any time when ejection shall be lawful and proper in the discharge of the duties of the office of Tax Collector. Such aid and assistance shall be rendered without cost other than those provided by law.

SECTION 10: The fiscal and budgetary year of Chester County Government shall commence on the first day of July of each year and shall end on the 30th day of June the following year. All offices, departments, boards, commissions, agencies, or institutions receiving County funds shall make a full, detailed annual fiscal report to the County Council at the end of each fiscal year. The County Council may from time to time make supplemental appropriations, which shall specify the source of funds for such appropriations. The County governing body or the County Supervisor may require reports, estimates and statistics from any County agency or department as may be necessary in the preparation of annual budgets or supplemental appropriations. The Chester County Finance Office shall provide a monthly report of revenues, expenditures and cash balances to the County Council.

SECTION 11: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Lando Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$155,000 which shall be utilized for the support of the Lando Fire District. The total amount appropriated for the Lando Fire District is \$155,000.

SECTION 12: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$88,604 which shall be applied to the retirement of Lando Fire District bonded indebtedness. The total amount appropriated for the Lando Fire District bond retirement is \$88,604.

SECTION 13: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Lewis Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$90,300 which shall be utilized for the support of the Lewis Fire District. The total amount appropriated for the Lewis Fire District is \$90,300.

SECTION 14: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Fort Lawn Fire District in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$95,000 which shall be utilized for the support of the Fort Lawn Fire District. The total amount appropriated for the Fort Lawn Fire District is \$95,000.

SECTION 15: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$45,692 which shall be applied to the retirement of Fort Lawn Fire District bonded indebtedness. The total amount appropriated for the Fort Lawn Fire District bond retirement is \$45,692.

SECTION 16: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Chester Fire District, in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$2,079,898 which shall be utilized for the support of the Chester Fire District. The total amount appropriated for the Chester Fire District is \$2,079,898.

SECTION 17: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$112,500 which shall be applied to the retirement of Chester Fire District bonded indebtedness. The total amount appropriated for the Chester Fire District bond retirement is \$112,500.

SECTION 18: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the Richburg Fire District, in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$261,086 which shall be utilized for the support of the Richburg Fire District. The total amount appropriated for the Richburg Fire District is \$261,086.

SECTION 19: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$147,624 which shall be applied to the retirement of Richburg Fire District bonded indebtedness. The total amount appropriated for the Richburg Fire District bond retirement is \$147,624.

SECTION 20: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in the unincorporated area of Chester County, South Carolina, and the Chester County Treasurer is directed to collect a tax of \$922,907 which shall be utilized for the support of Solid Waste Collection. The total amount appropriated for Solid Waste Collection is \$922,907.

SECTION 21: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$1,971,647 which shall be applied to the retirement of Chester County bonded indebtedness. The total amount appropriated for the Chester County bond retirement is \$1,971,647.

SECTION 22: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$790,000 which shall be utilized for the support of the Chester County Library. The total amount appropriated for the Chester County Library is \$790,000.

SECTION 23: In addition to the other taxes levied, assessed and collected under Section 2 of this ordinance, the Chester County Auditor is authorized and directed to levy upon taxable property in Chester County, South Carolina, and the County Treasurer is directed to collect a tax of \$255,700 which shall be utilized for the support of the York Technical College campus in Chester County. The total amount appropriated for the York Technical College campus is \$255,700.

SECTION 24: Agencies, boards and commissions which are partially funded by other counties and/or other governmental units must certify to the County the amount of funds appropriated by the other counties and/or other governmental units prior to receiving any of the funds appropriated by this ordinance.

SECTION 25: Funds appropriated under this ordinance from the General Fund to any Department, Board or Agency, or for any other purpose, but unexpended during the fiscal year, shall revert to the General Fund of Chester County at the end of the fiscal year.

SECTION 26: Building permit fees will be based on the current scale of the International Building Codes or the actual cost of construction when the applicant can show detailed estimated cost to meet the approval of the building official. The minimum permit fee for a building permit, electrical permit, gas permit, plumbing permit, mechanical permit, transfer permit, refund permit and re-inspection permit shall be \$30.00. The minimum fee for a mobile home permit shall be \$200.00, which shall include a \$5.00 mobile home license fee. Other planning and zoning fees are listed under SECTION 27 of this ordinance.

SECTION 27: All taxes, fees, charges and assessments not otherwise allocated by law shall be deposited in the Chester County general fund with other general fund revenues. All such taxes, fees, charges and assessments shall be appropriated and allocated by the Chester County Council in the manner as other general revenues.

<b>BUILDING</b>	<b>FEE (\$)</b>
911 Address Stakes	20.00
Manufactured Homes (Minimum Fee)	205.00
Residential Plan Review	½ cost of permit
Commercial/Industrial Plan Review	½ cost of permit
Residential Re-inspection Fee	\$50.00
Commercial Re-Inspection Fee	\$100.00
<b>ZONING</b>	
Commercial Zoning Compliance Letters	35.00
Residential Zoning Compliance	20.00
Manufactured Zoning Compliance	20.00
Home Occupation Letter	35.00
Commercial/Industrial Zoning Site Plan Review	300.00
Zoning Site Plan Re-Review	75.00
Site Review	35.00
Certificate of Occupancy Zoning Site Review	35.00
Rezoning	Per Parcel: Residential/Non-Residential PUD/Planned Development
	150.00/300.00 1000.00
Special Exception: Residential/ Non-Residential	150.00/300.00
Variance: Residential/Non-Residential	150.00/300.00
New Communication Towers	1000.00
Zoning Ordinance Book	35.00
Comprehensive Plan Book	35.00
Zoning Maps	35.00
Flood Plain Review	Residential Commercial Industrial
	25.00 50.00 100.00
<b>LAND DEVELOPMENT</b>	
Variance, Flag Lot, Easement, Street Access and Private Rural Community Drive	150.00
Plat Approval (Five Sealed Copies)	20.00
Each additional Plat Approval (per sealed copy)	5.00
Sketch Plan Review	100.00
Preliminary Plat Approval (per lot)	20.00
Final Plat Approval (per lot)	10.00
Land Development Book	35.00
Grading	3 acres or less 4 to 11 acres 12 to 51 acres 52 to 99 acres Over 100 acres
	90.00 120.00 205.00 340.00 475.00
Culvert	Single Multi-Family Commercial/Industrial
	350.00 650.00 650.00
Stop Sign	75.00
Speed Limit Sign	75.00
End of County Maintenance Sign	75.00
Street Name Sign	100.00

<b>PARKS AND RECREATION</b>	<b>FEE (\$)</b>
County Owned / Leased Recreational Facilities	100.00
<b>CHESTER WAR MEMORIAL BUILDING \$300 Refundable Deposit</b>	1000.00
<b>GREAT FALLS WAR MEMORIAL BUILDING \$200 Refundable Deposit</b>	600.00
<b>THE GATEWAY CONFERENCE CENTER</b>	
<b>Pricing for Sunday – Thursday</b>	
Grand Ballroom (A, B & C), 9,390 sq. ft.	4,800.00
Petite Ballroom (A & B), 6,031 sq. ft.	2,400.00
Ballroom A, 3,462 sq. ft.	1,366.00
Ballroom B, 2,569 sq. ft.	1,126.00
Ballroom C, 3,969 sq. ft.	2,400.00
Grand Salon, 2,852 sq. ft.	1,200.00
Salon A, 1,406 sq. ft., (\$204/4 hours-\$255/5 hours)	600.00
Salon B, 1,446 sq. ft., (\$228/4 hours-\$285/5 hours)	750.00
Grand Meeting Room, 3,064 sq. ft.	1,350.00
Petite Meeting Room (A & B), 2,128 sq. ft.	1,260.00
Meeting Room A, 1,073 sq. ft., (\$228/4 hours-\$285/5 hours)	660.00
Meeting Room B, 1,055 sq. ft., (\$204/4 hours-\$255/5 hours)	600.00
Meeting Room C, 936 sq. ft.	450.00
L&C Conference Room, 396 sq. ft.	210.00
*** In addition to the rental charge, there will be a \$500 security deposit per room	
<b>Pricing for Friday &amp; Saturday</b>	
Grand Ballroom (A, B & C), 9,390 sq. ft.	6,000.00
Petite Ballroom (A & B), 6,031 sq. ft.	3,000.00
Ballroom A, 3,462 sq. ft.	1,782.00
Ballroom B, 2,569 sq. ft.	1,407.00
Ballroom C, 3,969 sq. ft.	3,000.00
Grand Salon, 2,852 sq. ft.	1,500.00
Salon A, 1,406 sq. ft., (\$255/4 hours-\$319/5 hours)	750.00
Salon B, 1,446 sq. ft., (\$285/4 hours-\$356/5 hours)	938.00
Grand Meeting Room, 3,064 sq. ft.	1,688.00
Petite Meeting Room (A & B), 2,128 sq. ft.	1,575.00
Meeting Room A, 1,073 sq. ft., (\$285/4 hours-\$356/5 hours)	825.00
Meeting Room B, 1,055 sq. ft., (\$255/4 hours-\$319/5 hours)	750.00
Meeting Room C, 936 sq. ft.	563.00
L&C Conference Room, 396 sq. ft.	263.00
***In addition to the rental charge, there will be a \$500 security deposit per room.	
<b>THE GATEWAY CONFERENCE CENTER</b>	
Projectors (per projector)	100.00
Grand Ballroom	300.00
Grand Salon	200.00
Grand Meeting	300.00
Podium with microphone	25.00
Podium with computer	65.00
Handheld or lapel microphone	25.00
XLR input	25.00
A/V rack	125.00
Weekend A/V Tech (unscheduled) (rate per hour)	150.00
A/V Tech (scheduled) (rate per hour)	100.00
Stadium speakers and spotlights- Grand Ballroom	350.00
Stadium speakers and spotlights- Ballroom C	150.00

<b>THE GATEWAY CONFERENCE CENTER (continued)</b>	
Sweetheart / Cake table (per table)	7.50
Cocktail Table (per table)	10.00
Mouthwash dispensers (per dispenser)	25.00
Red Wine Corking Fee	200.00
Dressing Lounges (use of 2 <sup>nd</sup> set or use without appropriate room rental- only if available)	200.00
<b>THE TAX ASSESOR'S OFFICE</b>	
Price per copy of property tax record	0.25
Price per copy of homeowner or business owner property tax record	0.00
Price for digital parcels for entire Chester County	5,500.00
<b>TREASURER'S OFFICE</b>	
Copy Card Access	1.00
Price per copy	0.25
Credit Card Convenience Fee	2% of Total
Vehicle Decal Fee	1.00
Duplicate Receipt	1.00
<b>LANDFILL</b>	
Price per ton – Transfer Station - MSW	49.50
Price per ton – C&D	48.00
<b>CHESTER COUNTY DETENTION CENTER</b>	
Inmate housing to municipalities (suspended 5/20/19)	52.00
<b>CHESTER COUNTY CORONER'S OFFICE</b>	
Coroner's Report	50.00
Autopsy Report	100.00
Photographs (Per Photo)	2.00
CD/Photographs	25.00
Toxicology Report	50.00
Cremation Report	20.00



SECTION 28 County Council hereby authorizes the Chairperson of County Council (“Chair”) to execute a lease or other similar agreement, as appropriate, according to the authorization provided in Exhibit 1 and any addenda, as attached.

## EXHIBIT 1

### *Section 1. Lease Findings*

(a) The County may desire to acquire and finance various equipment, as more specifically listed on Addendum A, which is attached to this Exhibit 1, and incorporated by reference, during the current fiscal year, in an amount not exceeding \$6,059,400 (collectively, “Equipment”), through means of borrowing money from a bank or other financial institution selected by the County Supervisor.

(b) It is in the best interest of the County to acquire the Equipment by entering into the Financing (defined below). The Financing will enable the County to acquire the Equipment, which is necessary for the County’s proper functioning.

***Section 2. Approval of Acquisition and Financing; Delegation of Authority.*** The County may acquire and finance the Equipment according to a lease purchase financing, or other means of financing, in an amount not to exceed \$6,059,400, which is repayable through annual appropriations from any legally available source, and the payment of which is provided for by the imposition of debt service millage (“Financing”). The County Supervisor shall endeavor to structure the Financing, so it does not count against the County’s constitutional debt limit.

The County authorizes the Financing, and the Chair may determine all items related to Financing, for example (if and when applicable), the method and timing, any applicable notices, the form of all documents, the method for calculating interest, the dated and delivery dates, any early termination provisions. Each document related to the Financing, shall be executed in the name of the County with the manual or facsimile signature of either the Chairperson attested by the manual or facsimile signature of the Clerk to County Council (“Clerk”), and authenticated by the registrar/paying agent.

***Section 3. Tax Covenant.*** The County covenants that no use of the proceeds of the Lease shall be made which, if that use had been reasonably expected on the date of issue of the Lease, would have caused the Lease to be an “arbitrage bond”, as defined in Section 148 of the IRC. If, at the time of the issuance, the County does not reasonably anticipate issuing in excess of \$10,000,000 in tax-exempt obligations in the current calendar year, then the County may the Lease as a “bank qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

***Section 4. Authorization to Execute.*** The County Council authorizes the Chairperson and Clerk to execute whatever documents and instruments as may be necessary to effect the issuance of the Lease.

ADDENDUM

1. Chester County ALS360 Program - \$1,748,400
2. Chester County Fire Truck Program - \$4,311,000

SECTION 29: This ordinance shall take effect on July 1, 2022. Adopted this 20<sup>th</sup> day of June 2022.

\_\_\_\_\_  
Dr. Wylie Frederick, Chairman

\_\_\_\_\_  
Mike Vaughn, Council Member (District 2)

\_\_\_\_\_  
Brad Jordan, Council Member (District 1)

\_\_\_\_\_  
Joe Branham, Vice Chairman (District 3)

\_\_\_\_\_  
Pete Wilson, Council Member (District 4)

\_\_\_\_\_  
Mary A. Guy, Council Member (District 5)

\_\_\_\_\_  
William Killian, Council Member (District 6)

ATTEST:

By: \_\_\_\_\_

Karen Lee  
Clerk to County Council  
Chester County, South Carolina

First Reading: May 16<sup>th</sup>, 2022  
Second Reading: June 6<sup>th</sup>, 2022  
Public Hearing: June 20<sup>th</sup>, 2022  
Third Reading: June 20<sup>th</sup>, 2022



STATE OF SOUTH CAROLINA ) Ordinance No. 2022-8  
 )  
COUNTY OF CHESTER )

**AN ORDINANCE TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO PURCHASE THE REAL ESTATE DESCRIBED ON ATTACHED EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE UPON SUCH TERMS AND CONDITIONS AS DESCRIBED IN EXHIBIT A**

WHEREAS, under the Ordinances of Chester County, it is necessary for Chester County Council to pass an Ordinance and have a public hearing whenever it purchases property for the County.

WHEREAS, Chester County has expressed an interest in a certain parcel of land, within the County of Chester, South Carolina, and

WHEREAS, the proposed Seller has agreed to sell this parcel of land under the terms and conditions of the agreement of sale shown as Exhibit "A", and

WHEREAS, Chester County Council has determined that it is in the best interest of the County and the citizens of Chester County to enter into an approved agreement of purchase concerning said property.

WHEREAS, Chester County Council must approve the terms of the agreement of the purchase of this property.

WHEREAS, the real estate being purchased by Chester County can be identified under Tax Map Number 080-03-03-001.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:**

Chester County Council does hereby authorize the purchase of the real estate described on attached Exhibit "A" and under the terms and conditions stipulated in the agreement of purchase shown as Exhibit "A".

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Wylie G. Frederick, Interim Supervisor,  
Chester County

[SEAL]

Attest:

By: \_\_\_\_\_  
Karen Lee, Clerk to County Council  
Chester County, South Carolina

First Reading:	May 16 <sup>th</sup> , 2022
Second Reading:	June 6 <sup>th</sup> 2022
Public Hearing:	June 20 <sup>th</sup> , 2022
Third Reading:	June 20 <sup>th</sup> 2022

## Exhibit "A"

All that certain piece, parcel or lot of land situate, lying, being and situate approximately one (1) mile south of the City of Chester, in the County of Chester, State of South Carolina, at the intersection of S.C. Highway #97 and Secondary Highway S-12-103, and having the courses and distances, metes and bounds as shown on a plat thereof made by Fred J. Hager, R.L.S., dated July 7, 1976 recorded in Plat Book "O" at page 206, office of the Clerk of Court, for Chester County, South Carolina, said plat being incorporated hereto by reference. Being a portion of the identical property devised to the Grantor herein by Deed of record of W. Moffat White, dated August 2, 1976, and recorded on August 2, 1976, in Deed Book 482, page 9 LESS the certain 2.0 acres tract heretofore conveyed by Zenith Engraving Co., Inc., to South Carolina Employment Security Commission and more particularly described as follows:

BEGINNING at a point, said point located N. 57-57-50 W. 50.00 feet from the intersection of the 33.00 foot highway rights of way for S.C Highway #97 and S.C Highway No. S-12-103 (Wilson Street), and thence from said point BEGINNING with the 33.00 foot highway right-of-way for S.C. Highway #97 N. 57-57-50 W. 273.24 feet to a point; thence with a new line N. 14-12-22 E. 316.65 feet to an iron, thence with a new line S. 47-54-35 E. 354.26 feet to a point in the 33.00 foot highway right-of-way for S.C. Highway No. S-12-103 (Wilson Street); thence with said right-of-way S. 15-26-48 W. 200.00 feet to a point; thence S.68-44-29 W. 59.77 feet to the point or place of BEGINNING.

DERIVATION: This being a portion of the identical property conveyed to Richard D. Steele and Frank Darlington by deed of the Consolidated Group, Inc. dated April 29, 1988, recorded in the Office of the Clerk of Court for Chester County on January 19, 1989, in Deed Book 561 at page 213. See also, Deed of Distribution from the Estate of Frank Darlington to the trustees herein named, recorded September 24, 2008 in Deed Book 975 at Page 222.

TMS: 080-03-03-001

SOUTH CAROLINA )  
 )  
CHESTER COUNTY )

**RESOLUTION 2022-6 OF CHESTER  
COUNTY, SOUTH CAROLINA**

**IDENTIFYING THE CAPITAL PROJECTS AS PART OF A  
PROGRAM OF GENERAL OBLIGATION BORROWING; AND  
OTHER RELATED MATTERS.**

**THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL RESOLVES:**

**SECTION 1.** According to the requirements of Section 20 of the County’s Ordinance, enacted by the County Council (“Council”) of Chester County, South Carolina (“County”), on April 18, 2016 (“Bond Ordinance”), the Council adopts the following:

(a) The assessed valuation of all property in the County as of June 30, 2021, for purposes of computation of the Bonded Debt Limit, is not less than \$133,372,941.00. Eight percent of this assessed valuation is \$10,669,835 (“County’s Bonded Debt Limit”). As of the date of this Resolution, the County has outstanding no more than \$5,471,100 of general obligation indebtedness subject to the County’s Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the County’s Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the County’s 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: \$5,198,735;

(b) The list of capital projects (with approximate costs) to be funded is attached to this Resolution as Exhibit A; and

(c) Including the series of bonds to be issued to fund the capital projects listed on Exhibit A plus costs of issuance related to the bonds, the calendar year 2022 aggregate par amount of bonds issued according to the Bond Ordinance does not exceed the lesser of: (1) \$2,500,000 and (2) the County’s Available Debt Limit in general obligation bonds.

**SECTION 2.** All resolutions and parts thereof in conflict herewith are, to the extent of such conflict, repealed.

RESOLVED: June 6, 2022

**CHESTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Interim Chairman/Supervisor  
Chester County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to Council

## EXHIBIT A

**\$1,615,000**

(AVAILABLE FUNDS FOR PROJECTS, DOES NOT INCLUDE COSTS OF ISSUANCE)

<u>Department</u>	<u>Description</u>	<u>Cost</u>
135 - Tax Assessor	Assessment Software Upgrade	168,200.00
155 - Voter Registration	Replace Flooring	35,000.00
160-County Garage	Mig Welder and Accessories	5,500.00
170 - Building Maintenance	Boom Lift for Maintenance Department	52,000.00
	Replace old Library Units with Gas	50,000.00
	Health Department HVAC Replacement	75,000.00
	Boom Lift for Maintenance Department	20,000.00
	Roddey Building Parking Lot LED Lights	5,000.00
	2 Airport Hangers - Roof Repairs	115,000.00
	1 Airport Hanger Exterior Repair	10,000.00
176 - IT	Servers	40,000.00
	Computer Upgrades	23,500.00
301 - Sheriff's Dept	5 Replacement Patrol Cars	420,000.00
350- Rural Fire	Replace 30 sets of Turnout Gear and 30 SCBA Cylinders	135,270.00
	Repairs and up-keep to the Training Center and Classroom Building	60,000.00
	South Chester Bathroom Facilities	42,000.00
	Tires for Truck 640 for Lewis Fire Department	3,942.00
	Pager Replacements for West Chester Fire Department	8,000.00
	2 Air Compressors for North Chester	3,000.00
	Extrication Tool for Rossville	9,000.00
	2 Blitz Monitor Nozzles for Fort Lawn Fire Department	8,852.00
	Replace Flooring at Lando Fire Department	25,000.00
	Diesel Engine Pump for Richburg	3,500.00
355-EMA	8' Fence around rear of EOC & metal shed for new Mobile Command Vehicle	30,900.00
365-Animal Control	1 - 6 Box Truck (used)	20,000.00
	Commercial Washer and Dryer	3,000.00
	Commercial Dishwasher	3,000.00
401-Roads	1 - 100 HP Tractor (new)	50,945.00
	1 Sweepstar RHFA 7 84 inch 3 point hitchbroom	10,410.00
501 - EMS	ALS 360 10-Year Equipment	174,840.00

°and related equipment and any other capital items that do not exceed,  
individually or in aggregate, 1% of the Bond's par amount.



**IN WITNESS WHEREOF**, I have set my hand and the official County seal, effective June 6, 2022.

**(SEAL)**

By: \_\_\_\_\_

Name: Karen Lee \_\_\_\_\_

Its: Clerk to County Council \_\_\_\_\_

[SIGNATURE PAGE FOR CERTIFIED COPY OF ORDINANCE]

**IN WITNESS WHEREOF**, I have set my hand and the official County seal, effective June 6, 2022.

**(SEAL)**

By: \_\_\_\_\_

Name: Karen Lee \_\_\_\_\_

Its: Clerk to County Council \_\_\_\_\_

[SIGNATURE PAGE FOR CERTIFIED COPY OF RESOLUTION]

**IN WITNESS WHEREOF**, I have set my hand and the official County seal, effective June 6, 2022.

**(SEAL)**

By: \_\_\_\_\_

Name: Karen Lee

Its: Clerk to County Council

[SIGNATURE PAGE FOR FREEDOM OF INFORMATION ACT CERTIFICATE]

**IN WITNESS WHEREOF**, I have set my hand and the official County seal, effective June 6, 2022.

(SEAL)

By: \_\_\_\_\_

Name: Karen Lee

Its: Clerk to County Council

I, the undersigned Interim Supervisor/Chair of County Council certify that Karen Lee is the Clerk to County Council, and she serves at the pleasure of County Council.

**IN WITNESS WHEREOF**, I have set my hand, effective June 6, 2022.

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

[SIGNATURE PAGE FOR CERTIFICATE OF INCUMBENCY]

**IN WITNESS WHEREOF**, I have set my hand and the official County seal, effective June 28, 2022.

**(SEAL)**

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

[SIGNATURE PAGE FOR CERTIFICATE OF COUNTY SUPERVISOR]

**IN WITNESS WHEREOF**, I have set my hand, effective June 28, 2022.

By: \_\_\_\_\_

Name: Donnie A. Wade

Its: County Auditor

[SIGNATURE PAGE FOR CERTIFICATE OF COUNTY AUDITOR]

**IN WITNESS WHEREOF**, I have set my hand, effective June 28, 2022.

By: \_\_\_\_\_

Name: Tommy Darby \_\_\_\_\_

Its: County Treasurer \_\_\_\_\_

[SIGNATURE PAGE FOR CERTIFICATE OF COUNTY TREASURER]

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

Received: June \_\_\_\_\_, 2022

By: \_\_\_\_\_

For the State Treasurer of the State of South Carolina

[SIGNATURE PAGE FOR STATE TREASURER FILING]



**IN WITNESS WHEREOF**, we have set our hands and the official County seal, effective June 28, 2022.

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

**(SEAL)**

Attest:

By: \_\_\_\_\_

Name: Karen Lee

Its: Clerk to County Council

[SIGNATURE PAGE FOR GENERAL CERTIFICATE]

**IN WITNESS WHEREOF**, we have set our hands and the official County seal, effective June 28, 2022.

Official Title

Signature

Interim Supervisor/Chair, County Council

\_\_\_\_\_

Clerk to County Council

\_\_\_\_\_

County Treasurer

\_\_\_\_\_

**(SEAL)**

[SIGNATURE PAGE FOR SIGNATURE AND NO LITIGATION CERTIFICATE]

**IN WITNESS WHEREOF, CHESTER COUNTY, SOUTH CAROLINA**, through its County Council, has caused this Bond to be signed with the signature of the Chair of County Council, attested by the signature of the Clerk to County Council, and the seal of the County impressed, imprinted, or reproduced hereon.

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Interim Supervisor/Chair, County Council  
Chester County, South Carolina

(SEAL)  
Attest:

\_\_\_\_\_  
Clerk to Council  
Chester County, South Carolina

**REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

Date of Authentication: June 28, 2022

This Bond is the bond described in the referenced Ordinance of Chester County, South Carolina.

**CHESTER COUNTY TREASURER**  
as Registrar/Paying Agent

By: \_\_\_\_\_  
Authorized Officer

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Tommy Darby

Its: County Treasurer

[SIGNATURE PAGE FOR RECEIPT OF PROCEEDS]

**IN WITNESS WHEREOF**, we have set our hands and the official County seal, effective June 28, 2022.

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

**(SEAL)**

Attest:

By: \_\_\_\_\_

Name: Karen Lee

Its: Clerk to County Council

[SIGNATURE PAGE FOR NOTICE TO LEVY AND COLLECT]

By: \_\_\_\_\_

Name: Donnie A. Wade

Its: County Auditor

By: \_\_\_\_\_

Name: Tommy Darby

Its: County Treasurer

[SIGNATURE PAGE FOR RECEIPT TO LEVY & COLLECT]

*IN WITNESS WHEREOF*, the County has caused this Federal Arbitrage and Tax Certificate to be executed in its name by its duly authorized officer as of June 28, 2022.

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

[SIGNATURE PAGE FOR FEDERAL ARB CERT]

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY, INC.

.....  
Brenton J. Robertson, Esq.,  
Managing Director

Accepted this 28th of June, 2022,  
CHESTER COUNTY, SOUTH CAROLINA

.....  
Dr. Wylie Frederick  
County Supervisor



**ISSUER CLOSING CERTIFICATE**

Pursuant to the Placement Agent Agreement, dated June 28, 2022, between Chester County, South Carolina and Stifel, Nicolaus & Company, Inc. (“Agreement”), as Interim County Supervisor of the Issuer duly authorized to execute this certificate on behalf of the Issuer, I hereby certify:

1. the representations and warranties of the Issuer contained in the Agreement are true and correct as if made on the date hereof;
2. the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement; and
3. as of its date and the date hereof, the information contained in the Placement Materials is complete, true, and accurate and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

(SEAL)

Attest:

By: \_\_\_\_\_

Name: Karen Lee

Its: Clerk to County Council

**IN WITNESS WHEREOF**, each of the parties has caused this Wire Transfer Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Dr. Wylie Frederick

Its: Interim Supervisor/Chair, County Council

**(SEAL)**

Attest:

By: \_\_\_\_\_

Name: Karen Lee

Its: Clerk to County Council

WIRE TRANSFER AGREEMENT, DATED AS OF JUNE 28, 2022

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a**
  - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the following information:
  - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the EIN of the issuer of the master pool bond ▶ \_\_\_\_\_
  - d** Enter the name of the issuer of the master pool bond ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here  and enter the following information:
  - b** Name of hedge provider ▶ \_\_\_\_\_
  - c** Type of hedge ▶ \_\_\_\_\_
  - d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ **Dr. Wylie Frederick, Interim Supervisor**  
 Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name <b>Michael E. Kozlarek, Esq.</b>	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN <b>P01622898</b>
Firm's name ▶ <b>King Kozlarek Law LLC</b>			Firm's EIN ▶ <b>87-1416919</b>	
Firm's address ▶ <b>Post Office Box 565, Greenville, South Carolina 29602-0565</b>			Phone no. <b>864.527.5941</b>	



**A PROCLAMATION  
TO HONOR THE ACHIEVEMENT OF JAMES “HAWKEYE” WESTON**

Chester County does hereby recognize James “Hawkeye” Weston for being bestowed with the honor of being the 2022 Advanced EMT of the Year by the South Carolina EMS Association.

Hawkeye is a technically proficient, dedicated EMT for the County, and is one who cares deeply for his patients. He is also a certified Firefighter II, serving on the Great Falls Fire Department. Anyone under the care of Hawkeye instantly becomes his friend as he remains calm under pressure and consistent with the care that he provides. Most EMT’s on the job refer to it as a “calling.” In the minds and hearts of his colleagues, Hawkeye was definitely called to serve, and Chester County is grateful he accepted the challenge.

**NOW, THEREFORE** Chester County Council proudly recognizes the commitment, professionalism and service of James Hawkeye Weston to Chester County.

**DONE IN MEETING DULY ASSEMBLED**, this 6th day of June 2022.

**CHESTER COUNTY**

---

Dr. Wylie Frederick  
Chester County Interim Supervisor

ATTEST:

---

Karen Lee, Clerk to Chester County Council

**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 6<sup>th</sup>, 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 26<sup>th</sup>, 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 \_\_\_\_\_

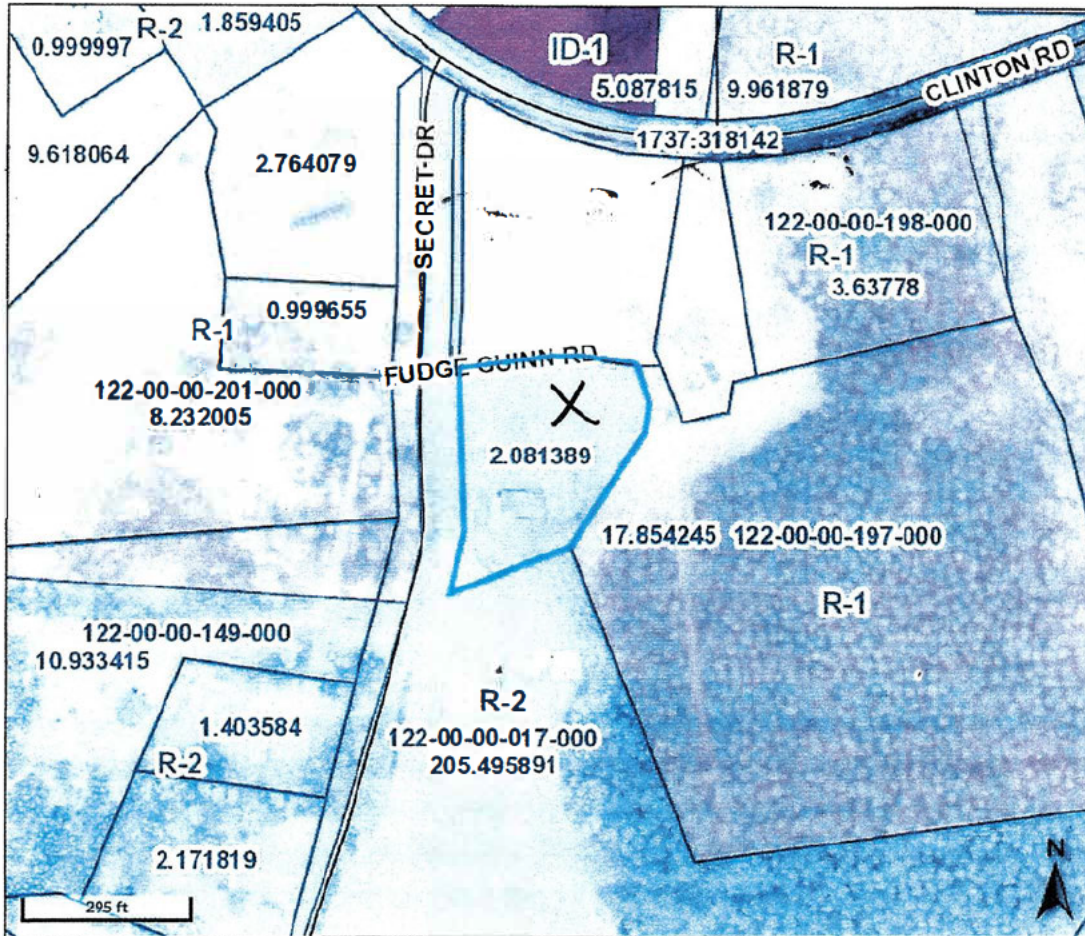
E-Mail Address: \_\_\_\_\_

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
- Parcel Types**
- 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

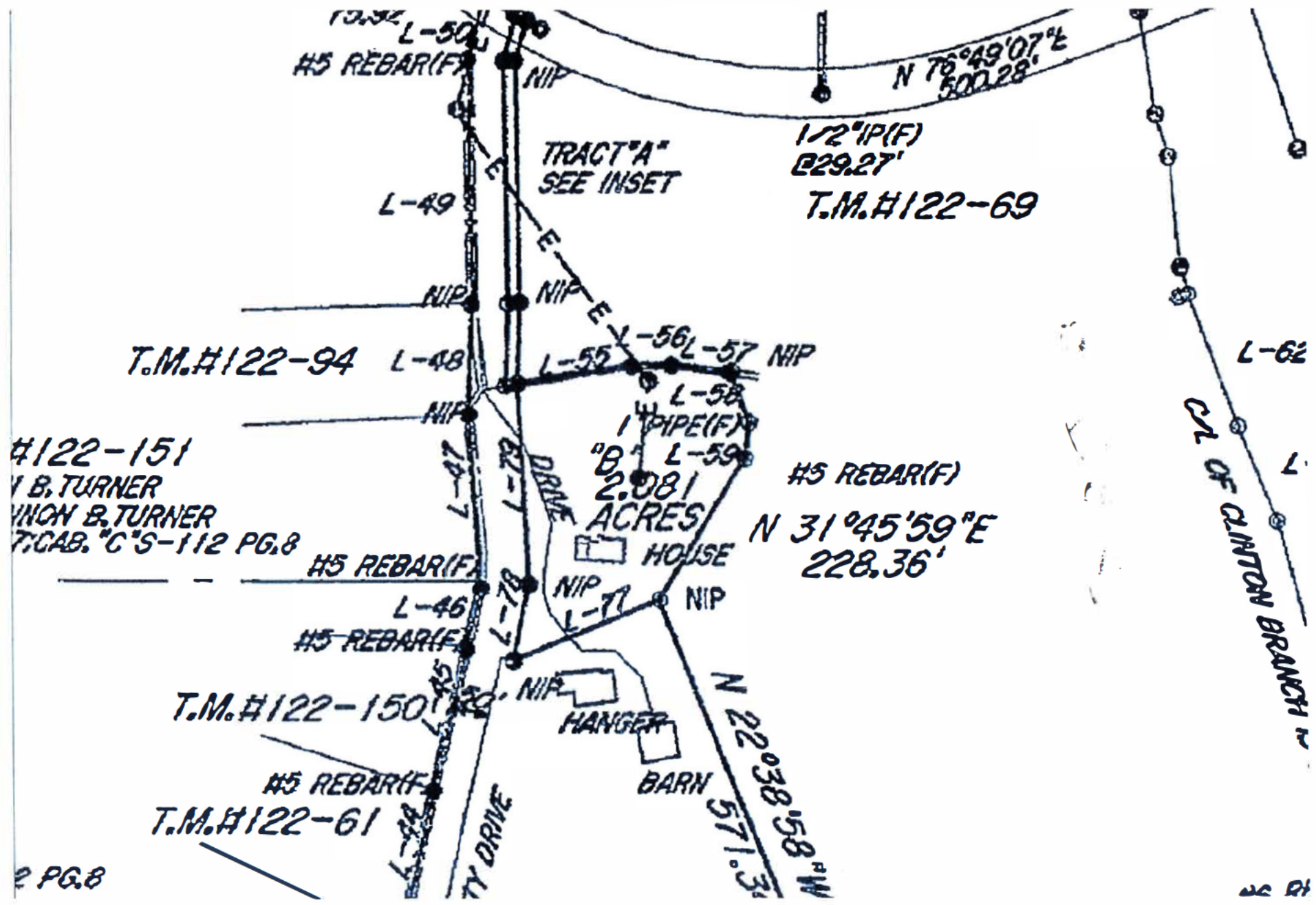
Parcel ID 122-00-00 190 000  
 Sec/Twp/Rng n/a  
 Property Address 2206 FUDGE GUINN RD  
 District 03  
 Brief Tax Description TRACTB  
 (Note: Not to be used on legal documents)

Alternate ID n/a  
 Class R  
 Acreage 2.081

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







2 PG. 8

2 PG. 8



## Agreement for Information Technology Products and Services

**Avenu Enterprise Solutions, LLC**  
**Chester County Clerk of Court**

This agreement for information technology products and services (“Agreement”) is entered into by and between **Avenu Enterprise Solutions, LLC** (“Avenu”) 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, and **Chester County Clerk of Court**, a government entity in the State of South Carolina (“Client”), 140 Main Street, Chester, SC 29706. Avenu and Client (each individually a “party” and collectively the “parties”) agree as follows:

- 1. SERVICES** Avenu agrees to provide to Client the information technology products, software, and related materials (“System”) and perform for Client the services (“Services”) described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on **May 8, 2022** (“Effective Date”) and shall continue through **May 7, 2027** unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”). At the end of the Term, the parties may agree in writing to extend this Agreement for an additional five (5) year period (“Extended Term”), subject to the termination provisions of this Agreement. In the event that an extension term is exercised and Hardware and/or Software upgrading is selected, the pricing will be based on vendor availability and the market cost prevailing at the time of renewal, which will be detailed in the agreement extending the services. At the end of the Extended Term, the parties may extend this Agreement by written amendment for an additional five (5) year period (also “Extended Term”), subject to the termination provisions of this Agreement.
- 3. PAYMENT** Client agrees to pay Avenu for the System and Services in accordance with the payment provisions set forth in Schedule A. Avenu shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Avenu will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Avenu will provide receipts or other reasonable documentation.
- 5. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.
- 6. DELIVERY AND ACCEPTANCE** Avenu will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Avenu will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client

agrees to provide Avenu with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

**7. CONFIDENTIALITY** With respect to information relating to Client’s business which is confidential and clearly designated as confidential or proprietary (“Client Confidential Information”), Avenu will instruct Avenu personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Avenu information that Avenu regards as confidential. However, Avenu shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Avenu; (iii) is independently developed by Avenu outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Avenu shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Avenu in the course of providing the Services.

**8. AVENU PROPRIETARY INFORMATION** Client agrees that Avenu methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Avenu, which may be disclosed to the Client, are confidential and proprietary information (“Avenu Confidential Information”). With respect to Avenu Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Avenu Confidential Information; or (iv) is rightfully obtained from third parties.

**9. USE OF CONFIDENTIAL INFORMATION** Avenu and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client without the other party’s prior written consent. The Parties understand that the Client is subject to the Freedom of Information Act and often received requests for information under this Act. The Client agrees to immediately notify Avenu if such a request is received or by operation of law, a subpoena for Confidential Information as defined in this Agreement so that Avenu may take appropriate actions to either deny the release of Confidential Information or to waive the protection of the Confidential Information for its release.

**10. SYSTEM OWNERSHIP AND USE RIGHTS** The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Avenu, Avenu employees, or by the authorized agents or subcontractors of Avenu as a part of the Services, including derivative works (individually and collectively “Avenu Intellectual Property”). The Services shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Avenu Intellectual Property shall vest solely in Avenu. Client understands and agrees that all Avenu Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Avenu. The provisions of this Section shall survive termination of this Agreement.

**11. OWNERSHIP, USE, AND RETURN OF DATA** All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Avenu or otherwise coming into the

possession of Avenu in connection with performing the Services or otherwise during the Term or Extended Term shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System.

**12. DATA BACKUP** Backup of the Client's data stored in the Avenu provided solution shall be handled solely in accordance with Avenu's Data Backup policies in existence at the time of purchase and as amended from time to time. Client will receive full data security through multi-tiered Avenu data backup, storage and recovery services that are included as part of this Agreement. In addition to the data backup on the cloud service provider, Client data will be backed up to one of Avenu's three centrally located commercial data centers (Atlanta, GA; Dallas / Fort Worth, TX; and Fresno, CA) deployed with Tier III/IV designations. Avenu Data Centers' storage and recovery services ensures that redundant copies of the data are safely stored and can be easily retrieved so that damages or a destroyed database can be easily repaired. Prior to using the Avenu-provided System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis, and immediately prior to the provision by Avenu of any warranty or maintenance Services, in accordance with standard industry back-up procedures in the written instructions for data back-up of the Avenu-provided solution that is provided by Avenu. In the event of an application failure and Avenu is unable to recover any or all lost or corrupted data, the responsibility and liability of Avenu for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Avenu shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of data entered into and contained in the System. Avenu will not be responsible for loss of Client data or software under any circumstances.

**13. SOFTWARE LICENSE** Avenu hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Avenu Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Avenu represents and warrants that Avenu possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Avenu Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Avenu Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Avenu Intellectual Property without prior written authorization by Avenu; and will not export any Avenu software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

**14. THIRD PARTY HARDWARE AND SOFTWARE** Any hardware and third-party software components provided by Avenu as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Avenu to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Avenu explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Avenu makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

**15. INSURANCE** If Avenu performs any of the Services on Client premises, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

**16. RISK OF LOSS OR DAMAGE TO HARDWARE** Avenu will bear the risk of loss or damage to any hardware while in transit to or from Client installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives, or subcontractors.

**17. PERFORMANCE AND SYSTEM WARRANTIES** Avenu warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Avenu will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

**THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AVENU EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. AVENU AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES.**

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Avenu; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Avenu; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Avenu; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Avenu prompt written notice that identifies each defect with specificity. Avenu will investigate and verify each reported defect. Upon verification by Avenu of a reported defect, Avenu shall (as determined by Avenu in the sole discretion of Avenu) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Avenu shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

**18. SOFTWARE WARRANTY** Avenu warrants that during the Term any application software components of the System that are developed and owned by Avenu (including customized software components) and furnished to Client by Avenu under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Avenu. The provisions of this Section shall survive termination of this Agreement. The limited warranty

provided for Avenu software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Avenu; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Avenu; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Avenu; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

**19. FORCE MAJEURE** Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, pandemic or epidemic, embargoes, or other governmental action, or cause beyond the reasonable control of a party (“Force Majeure Event”).

Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

**20. RESERVED**

**21. LIMITATIONS OF LIABILITY**



**NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. AVENU SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT AVENU HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CLIENT UNDERSTANDS AND AGREES THAT AVENU EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH AVENU HOST COMPUTERS, SERVERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF**

**INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO AVENU DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.**

Propose that we keep this in and increase this amount to "during the year preceding the claim."

**22. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Avenu and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

**23. TERMINATION FOR BREACH OR DEFAULT BY AVENU** If Avenu materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

**24. TERMINATION FOR BREACH OR DEFAULT BY CLIENT** If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this Agreement for breach. Termination by Avenu shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

**25. TERMINATION FOR LOSS OF FUNDING** This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Avenu if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the

hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

**26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES** Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default. On and after the date of termination Avenu will discontinue all Services and indexes and images will no longer be accessible from Avenu. Client agrees to allow Avenu to remove any Avenu-owned hardware, software, and other Avenu-owned materials. Avenu will perform post-termination data conversion (to the extent possible) at the request of Client on a time and materials basis at the then-current applicable rates. If this Agreement is terminated for any reason during the first thirty-six (36) months of the Term, Client agrees to pay Avenu a termination fee in the amount of the unamortized cost of initial hardware and other start-up costs incurred by Avenu, as determined by Avenu and set forth in an early termination invoice.

The "Term" is defined in Section 2 of the Agreement and does not include any additional extension or Extended Terms. This provision states that the termination fees applies in the first 36 months of the Term, ie, the first 3 years of the initial 5 year term. If there is still any confusion about the time period, please propose language to clarify.

**27. INJUNCTIVE RELIEF** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Avenu may not be adequate for protection of Avenu, and accordingly Avenu shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

**28. RELATIONSHIP OF THE PARTIES** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Avenu and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Avenu shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

**29. NOTICES TO PARTIES** Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

**To Avenu:**

**Avenu Enterprise Solutions, LLC**  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120  
  
Attention: Contracts Department

**To Client:**

**Chester County Clerk of Court**  
140 Main Street  
Chester, SC 29706  
  
Attention: Josh LaRussa  
  
With Copy To:  
Joanie Winters, Esquire  
Chester County Attorney  
105 Main Street  
Chester, SC 29706

**30. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining



terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

**31. ASSIGNMENT AND SUBCONTRACTING** This Agreement shall be binding on the parties and each party's successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the Client shall be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.

**32. CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

**33. WAIVER OR FORBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

**34. HEADINGS** The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

**35. GOVERNING LAW** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of South Carolina, without reference to the principles of conflict of laws.

**36. NON-SOLICITATION AND NON-HIRE** Client shall not, without the prior written consent of Avenu knowingly solicit, recruit, hire, or otherwise employ or retain any employee of Avenu that is performing the Services or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of Avenu who have performed any of the Services during the term of this Agreement during a period of one (1) year after that employee is no longer employed by Avenu. Because actual damages are difficult to determine if Client breaches the non-solicitation obligations under this Section, the parties agree that in lieu of an award of actual damages and not as a penalty, Avenu shall be entitled to, and Client shall pay to Avenu as the sole and exclusive remedy for breach, liquidated damages of two (2) times the salary and bonus target employee at the time his or her employment with Avenu. Nothing in this Section shall waive the right of Avenu to seek injunctive relief to compel compliance by a current or former employee with the obligations of a former employee not to use or disclose that any confidential or proprietary information of the former employer. The non-solicitation provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of

the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party. The provisions of this Section shall not prohibit either party from hiring employees of the other party if the status of the other party as a viable business entity so declines as to make it unlikely the party could retain the services of its employees.

**37. ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

**Avenu Enterprise Solutions, LLC**

**Chester County Clerk of Court**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **SCHEDULE A**

### **STATEMENT OF WORK**

This Statement of Work is incorporated in the Agreement for Information Technology Products and Services (“Agreement”) by and between **Avenu Enterprise Solutions, LLC** (“Avenu”) and **Chester County Clerk of Court** (“Client”).

#### **A. SCOPE OF SERVICES**

##### **GRIDS IMPLEMENTATION & SUPPORT**

###### **AVENU RESPONSIBILITIES**

Avenu shall perform the following Services for Client:

1. Install and implement the current version of Clearview GRIDS Land Records Management System, the Avenu cloud-based land records document management, imaging, and workflow software (“System”), at the Client site located at 140 Main Street, Chester, SC 29706.
2. Avenu will be responsible for the design, development, management, installation, training, and support of the System.
3. As part of System installation, the System will be configured to include the following modules and functions:
  - Cashiering
  - Indexing/Recording
  - Imaging
  - Searching/Retrieval
  - Reporting
  - Public access on Intranet
  - Public access on Internet
  - Automated Image and data back-up and replication
  - Workflow functions (Avenu will adjust workflow parameters, as appropriate)
  - Electronic Recording
4. As part of the installation services, Avenu will convert index data and image data that is provided by Client to Avenu in a format acceptable to Avenu. Client understands and agrees that Avenu cannot be responsible for any delays caused by data that is not readily convertible to the System or for delays caused by third party involvement in the data conversion process. Client further understands that any data conversion issues that arise after the Effective Date or were not previously made known to Avenu in writing may cause delays to the implementation schedule and require an amendment to this Agreement to provide for additional services and costs.
5. Avenu will add a link on USLandrecords.com Web site for Chester County.

6. Avenu will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
7. Avenu will provide the initial education and training on the System. Initial education and training may include on-site and/or remote education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees.
8. Avenu will install, service, and maintain all Avenu-owned equipment (listed under “Hardware Configuration,” below) and software (listed under “Software,” below) installed at the Client site during the term of this Agreement.
9. The System will be hosted at an Avenu-owned certified data center and/or Avenu preferred cloud service provider. Client’s Environment will offer physical security, environmental control, full disaster recovery and redundant copies of index and images.
10. Hardware and software configurations are subject to technology advances and changes in vendor availability.
11. Avenu provides an additional layer of data backup for Clients using cloud-based replication. The data and images are replicated at a scheduled interval for backup and business continuity. This data can be used to rebuild/restore the data in the event of a failure.

**HARDWARE CONFIGURATION for GRIDS**

Dell OptiPlex 7490 All in One with 23.8” Flat Panel	3	Public Station
Dell OptiPlex 7490 All in One with 23.8” Flat Panel	2	Cash Station
Dell OptiPlex 7490 All in One with 23.8” Flat Panel	1	Scan Station
Fujitsu FI-7160	1	Scanner
Receipt/Validator – EPSON OmniLink TM-H6000IV	3	Receipt Validator
EPSON PS 180 Power Supply	3	Pwr Supply
Zebra GX430 TT 300 dpi Barcode	3	Barcode Printer
HP M610DN Duplex	3	Laser Printer
HP M610N/DN Sheet Feed Tray – 500 Pgs	3	Paper Feeder
Linksys SE3016 Switch 16Port	1	Switch
APC 600 ups	3	UPS for Workstations
APC SureArrest Perform	3	Surge Protector

**SOFTWARE**

Clearview GRIDS Records Management System

**CLIENT RESPONSIBILITIES**

1. Client understands and agrees that successful implementation of the System requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to provide all data to be converted in a file format agreed to by Avenu and at the time specified in the implementation plan.
3. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
4. Client agrees to allow Avenu to schedule an Avenu support person to be on the Client site for all System installations.
5. Client will provide or purchase any and all book binders (with or without embossing), posts, flysheets, compact book binders (with or without embossing), linen paper, laser printer paper, receipt paper, any sort of printer ribbons or toner/ink cartridges, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies for scanners, cabling requirements, Internet access, and any other miscellaneous supplies needed.
6. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
7. Client will create any record books.
8. Client will package and deliver to Avenu the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
9. Client will be responsible for providing high speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth for successful performance of the System.
10. Avenu will allow Client to interconnect the Client PC network and the Avenu network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general Internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
  - (a) Client will be fully responsible for restoring the System in the event of virus disruption.
  - (b) In the event of downtime determined by Avenu to have been caused by virus contamination of the System or traceable by Avenu to Client-installed software, Client agrees to pay Avenu for restoration of the System at the current Avenu hourly labor rate (\$150 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor and materials).

## **US LAND RECORDS (USLR) & Support**

Avenu will perform the following services in support of the US Land Records (USLR) implementation:

1. Avenu will add and maintain a link on USLandRecords.com web site for Chester County.

## **ELECTRONIC RECORDING Implementation & Support**

Avenu will perform the following Services in support of the eRecording implementation:

### **Avenu Responsibilities:**

1. Support and maintain GRIDS to accept electronic recordings.
2. Work with the Client to define document types that are eligible for electronic submission.
3. Perform internal testing of the system.
4. Assist Client in user testing.
5. Conduct Remote training for staff on the eRecording process.
6. Support the Client with go-live upon Client acceptance of eRecording.
7. Go-live date to be determined based on project start date and resource availability.

### **Client Responsibilities:**

1. Responsible for providing all required network connectivity and access to Avenu for the e-recording interface.
2. Work with Avenu to identify and define document types that are eligible for electronic submission.
3. Perform Client Acceptance Testing
4. Attend Remote Training
5. Provide Client Acceptance

## **DIGITAL PROCESSING SERVICES**

1. Avenu will perform the following Services for Client, and Client agrees to pay Avenu for those Services at the rates as enumerated in the Digital Processing Services Pricing Matrix in Section C (Payment and Rates).

### **a) Image to Film and Duplication**

- On a quarterly or monthly basis Avenu will procure from Client the most recently recorded images via electronic file transfers or Client-sent USB drive and create 16mm microfilm for images where the original image file is 11" x 17" or less in size and is a bitonal TIF. Image to Film services qualify for official documents that have been recorded into an Avenu system during the term of this contract.

- Upon notification from Client, Avenu will provide to Client (or third parties designated in writing by an authorized representative of Client) Diazo or Silver duplicate copies of the 16mm archival roll film of the documents contained in the range of records as requested in writing by Client.

**b) Index Reports**

- Upon notification from the Client that they wish to obtain an Index report for a specific date range, Avenu will provide the Client with the requested index listings in strict alphabetical order.
- Avenu will provide index reports in the form of an electronic PDF file which can be emailed or printed by the Client.

**c) Plat Services**

- Client will send 24" x 18" paper plats to Avenu's Dallas facility.
- Avenu will scan and create 35mm microfilm of the plats.
- Avenu will burn plat images to CD/DVD.
- Avenu will send film to South Carolina State Archives.
- Avenu will duplex print, custom punch (4RH 1/4" - 8" - 7" - 8" CC) and laminate plat prints.
- Avenu will send plats and CD/DVD back to Client.

2. Avenu can perform the following Optional Services for Client upon written request, and Client agrees to pay Avenu for those Services at the rates as enumerated in the Optional Digital Processing Services Pricing Matrix in Section C (Payment and Rates).

**a) Film Storage and Retrieval**

- Avenu-processed archival 16mm microfilm can be added to Avenu's film storage facility in sequential order, labeled per Client specifications, and updated on the microfilm inventory report. Avenu will provide microfilm storage for Client during the term of this Agreement.
- Avenu can store additional microfilm sent by Client. Upon receipt of film from Client, Avenu will test the microfilm for quality and storability and will provide an audit report to Client for all film received and inspected.
- Avenu can provide print or scan on demand services for Clients who store their film in Avenu's film storage facility. Client agrees to pay Avenu a fee for each roll pulled and/or searched, plus a fee per frame printed or scanned. Upon completion of prints or scans, Avenu will return Client's film to storage. Prices quoted are for 25% linen ledger paper. Specialty paper and custom hole punching can be provided with custom quotes at any time.

**b) Full-Service Indexing**

- Avenu can provide full-service indexing of land record documents that have been recorded by Client. Avenu will perform 100% verification of all records we index.

**c) Archival Prints**

- Upon request from Client, Avenu can create archival prints of document images provided by Client where the original document dimensions were 11” x 17” or less.
- Client will assemble the physical books of the real property documents.

**B. ACCEPTANCE AND TESTING**

1. Client shall have ten (10) business days after notification by Avenu that the System is ready for acceptance to inspect and accept the System delivered and installed by Avenu or decline to accept the System. If Client declines to accept all or any part of the System, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the System in writing. However, if Client fails to decline to accept the System and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client. Client understands and agrees that minor defects (i.e., defects that do not inhibit the System from operating in substantial accordance with Avenu specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Avenu as part of ongoing warranty or maintenance of the System.
2. Client will have ten (10) business days after notification by Avenu that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.

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**C. PAYMENT AND RATES**

Avenu will invoice Client on a monthly basis for the Services based on the following price schedules.

Services	Price
Clearview GRIDS Land Records Management System	\$3,100.00 per month
Online Search Portal & Cloud Hosting fees	\$575.00 per month
<p>All revenue (after deduction of all transaction fees) will be split between Avenu and the Client (80% Client - 20% Avenu). If the Client discontinues approval of this arrangement for fee collection, Avenu will discontinue the service or negotiate with the Client for an additional fee that the Client will pay to Avenu for continuation of the Services.</p> <p>The Client has the following options with respect to payment of the 80% Client share of revenue received by Avenu for public access to and printing of documents:</p> <ul style="list-style-type: none"> <li>(a) The Client can use this revenue as a credit to offset the fees due from Client to Avenu for the month in which the Internet hosting charges are collected by Avenu; or</li> <li>(b) Avenu can remit this revenue to the Client on a monthly basis via check.</li> </ul> <p>If the Client elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Avenu, Avenu will retain the excess Client share of revenue (rather than remit the balance to the Client) to offset any difference that would otherwise be owed to Avenu in subsequent months. However, Avenu will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by Avenu. If the Client does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Avenu to the Client via check.</p>	

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### Digital Processing Services Pricing Matrix

Client should notify Avenu in writing of any defect that requires remediation. If not notified to the contrary, Avenu will deem all deliverables as acceptable by Client and will consider all invoicing of said deliverables to be due and payable upon receipt or according to such terms as defined in the contract. Avenu and Client understand that quantities, if listed, are often estimates and that Avenu will invoice Client for actual quantities of service items performed and/or produced.

<b>Service</b>	<b>Pricing</b>
Image to Film	\$.05 per image
Diazo Duplication of 16mm Roll Film	\$47.00 per duplicate roll
Silver Duplication of 16mm Roll Film	\$65.00 per duplicate roll
Index Report Electronic PDFs	\$.06 per PDF page
Plat Services	\$10.00 per plat scanned, filmed, punch, laminated
<i>All shipping charges at Client Expense</i>	

### Optional Digital Processing Services Pricing Matrix

<b>Service</b>	<b>Pricing</b>
Film Storage in Avenu's Vault	\$1.50 per roll annually
Film Retrieval First Roll per Request	\$21.50 per first roll
Film Retrieval Subsequent Rolls per Request	\$1.75 per subsequent roll
Diazo Duplication of 16mm Roll Film	\$47.00 per duplicate roll
Silver Duplication of 16mm Roll Film	\$65.00 per duplicate roll
Pull Roll for Print/Scan on Demand from Roll Film	\$21.50 per roll pulled and/or searched
Print/Scan on Demand from Roll Film \$50 minimum charge	\$1.25 per frame scanned or printed (25% linen punched to spec)
Full Service Indexing	\$2.50 per typed document indexed
Archival Prints	\$1.25 per print (25% linen punched to spec)
<i>All shipping charges at Client Expense</i>	



*Chester County, South Carolina*

Office of Purchasing  
1476 J.A. Cochran Bypass  
Chester, SC 29706

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**Date:** June 6, 2022  
**To:** County Council  
**From:** Susan M. Cok  
**Subject:** Approval of Bid – Courthouse Waterproofing

Chester County Council Members,

On March 25, 2022, the Purchasing Office and Public Works issued RFP 2122-08. The bids were opened on May 31, 2022. There were 4 bids received and our recommendation is to award the bid to the lowest bidder Strickland Waterproofing Co., Inc. out of Charlotte, NC in the amount of \$67,300.00.

Respectfully,

*Susan M. Cok*

Susan M. Cok,  
Director of Contracts and Procurement




CHESTER COUNTY GOVERNMENT BUDGET TRANSFER REQUEST FORM

**ALL BUDGET TRANSFER REQUESTS MUST BE TAKEN TO FINANCE DIRECTOR FOR APPROVAL PRIOR TO TAKING TO COUNTY SUPERVISOR**

Department Name Fire  
Department Number 345  
Date 6/3/2022

Account Number to Transfer From	Amount	Account Number to Transfer To	Amount
<u>100-189-5224</u>	<u>\$30,000</u>	<u>428 016 5400</u>	<u>\$30000</u>
		<u>100-345-5202</u>	

Justification for Transfer(s)  
Left over grant funds (match) can be used to purchase Swiftwater equipment

Department Head Approval   
Finance Director Approval \_\_\_\_\_  
County Supervisor Approval \_\_\_\_\_

In accordance with Chester County budget ordinance, the County Supervisor may approve transfers between line items of a department. **ONLY COUNTY COUNCIL MAY APPROVE TRANSFERS BETWEEN DEPARTMENTS.**



## Application for Chester County Boards, Commissions and Councils

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.

Date: 06/03/2022

Board or Commission Appointment being sought: Radio Users Advisory Committee

Name: Jeremy Vinson Occupation: Chief of Police GFPD

Street Address: 324 Dearborn Street Great Falls S.C. 29055

Mailing Address: (if different from above) P.O. Box 177 Dearborn Street Great Falls S.C. 29055

Telephone (Home): (803) 482-2053 Cell: (803) 287-4186

E-Mail: jvinson@greatfallspolicesc.com

Date of Birth: 01 / 02 78 SEX: Male

If recommended by a Council Member, indicate name: None

In which Council District do you reside? Please indicate (1-6) None

Are you presently serving on a County Board or Commission? NO If "yes" when does your term expire?  
    /    /    

CONFLICT OF INTEREST STATEMENT: I, Jeremy Vinson, 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 Board
- Board of Assessment of Appeals
- Catawba Mental Health Board
- Catawba Regional Council Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Solid Waste Board
- Zoning Board of Appeals
- Construction Board of Appeals

### Commissions/Committee

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