

# CHESTER COUNTY COUNCIL MEETING

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, October 18<sup>th</sup>, 2021 at 6:00PM**

### **Agenda**

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes-** October 4<sup>th</sup>, 2021 Council Minutes.
4. **Citizen Comments**
5. **Public Hearing-None**
6. **Ordinances/Resolutions/Proclamations**
  - a. **2<sup>nd</sup> Reading of 2021-6** An Ordinance Authorizing (1) The Execution And Delivery Of A Second Amendment To That Certain Special Source Credit Agreement Previously Entered Into By And Between Chester County, South Carolina And Insurance Institute For Business And Home Safety; And (2) Other Matters Related Thereto.
  - b. **2<sup>nd</sup> Reading of 2021-16** Authorizing Funding For One Or More Projects According To The American Recovery Plan Act Of 2021; And Other Related Matters.
  - c. **2<sup>nd</sup> Reading of 2021-17** Amending Ordinance Nos. 2018-5 And 3-19-12a, To Update The Definition Of “Projects” Under An Installment Purchase Plan Of Finance; And Other Related Matters.
  - d. **2<sup>nd</sup> Reading of 2021-18** Providing For Excess Funding To Be Used For “Projects” And/ Or “Capital Projects” As Provided Under Ordinance No. 2019-5, And Other Related Matters.
7. **Old Business**
  - a. **2<sup>nd</sup> Reading of CCMA21-28:** Mattie Howze request Tax Map # 160-00-00-025-000 located at Georgetown Rd, Great Falls SC to be rezoned from R1 (Rural 1) to RG-2 (General Residential). *Planning Commission voted 6-0 to approve.*
  - b. **2<sup>nd</sup> Reading of CCMA21-29:** Leonard Stevens Bishop request part of Tax Map # 079-00-00-032-000 located on Village Dr, Chester SC to be rezoned from RG-1 (Multi-family Residential) to LC (Limited Commercial). *Planning Commission voted 6-0 to approve.*
  - c. **2<sup>nd</sup> Reading of CCMA21-30:** Nate McDaniel request Tax Map # 060-00-02-010-000 located at 1047 Pinckney Rd, Chester SC to be rezoned from R2 (Rural 2) to ID-3 (General Industrial). *Planning Commission voted 5-1 to approve with a reverter clause once the business is no longer in existence (leveling the lot and removing gravel), it will revert back to R2.*
  - d. Discussion regarding the 90-day moratorium placed on planned development applications.

**8. New Business**

- a. Council to approve a bid for a multi-year contract for Preventative Maintenance - Fire Apparatus in the amount of \$29,080.90 dollars. - Procurement Director Susan Cok.
- b. Council to consider changing Billing Clerk to QA/QI Billing Specialist on the EMS Organization Chart. EMS Director Britt Lineberger.
- c. Council to authorize the acceptance of \$50,000 dollars to be given to the Fort Lawn Fire Protection District to purchase water rescue equipment. State Representative Randy Ligon and Chief David Dutton.
- d. Council to authorize Fort Lawn Fire Protection District to apply for a \$10,000 dollar grant from the SC Forestry Commission with a \$5000 dollar match to purchase a new drop tank and forestry gear. Fire Chief David Dutton.
- e. Council to authorize Lando Fire Protection District to apply for a \$10,000 dollar grant from the SC Forestry Commission with a \$5000 dollar match to purchase a Unication G5 Pager. Fire Chief Eddie Murphy.
- f. Council to approve a mulit-year contract with Axon for body and car cameras in the amount \$867,346.28 -Sheriff Dorsey.
- g. Council to approve the acceptance of a JAG grant for Detention Officers safety vests with a 10 % match. -Sheriff Dorsey.
- h. Council to approve the acceptance of a COVID Emergency Supplemental grant for computers with no match. -Sheriff Dorsey.

**9. Boards and Commissions- None**

**10. Executive Session**

- a. Receive legal advice regarding Project 2177. -Attorney Winters.
- b. Receive legal advice regarding Project 2169.- Attorney Winters.
- c. Receive legal advice regarding Project 2162. Attorney Winters.
- d. Receive legal advice regarding a contractual matter in Building & Zoning. -Attorney Winters

**11. Council Actions Following Executive Session**

- a. Action taken regarding legal advice for Project 2177.
- b. Action taken regarding legal advice for Project 2169.
- c. Action taken regarding legal advice for Project 2162.
- d. Action taken regarding legal advice for a contractual matter in Building & Zoning.

**12. Council Comments**

**13. Adjourn**

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

↓ \*\*\*PUBLIC NOTICE\*\*\* ↓

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

**Guidelines for Addressing Council**

**Citizens Comments:**

- Each citizen will be limited to three minutes

**Public Hearings:**

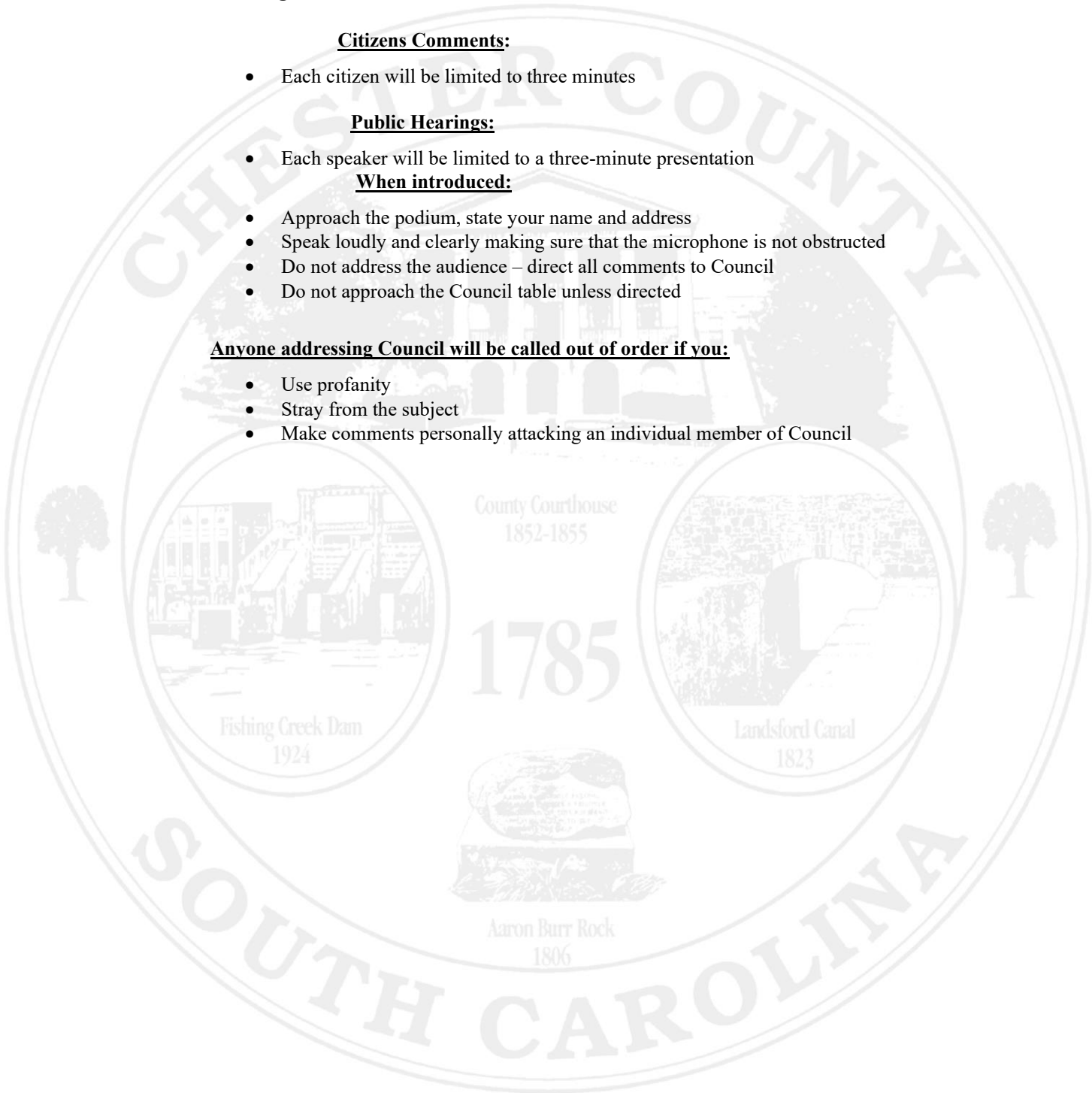
- Each speaker will be limited to a three-minute presentation

**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, October 4<sup>th</sup>, 2021 at 6:00 PM**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen 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; Vice Chairman Branham gave the invocation.
3. **Approval of Minutes – September 20<sup>th</sup>, 2021 Council Minutes.**  
Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
4. **Citizen Comments**-No one signed up to speak.
5. **Public Hearing**-Interim Chairman Dr. Frederick opened the public hearing. No one signed up to speak
  - a. **3<sup>rd</sup> Reading of 2021-11 An Ordinance To Amend The Master Agreement Governing The York-Chester Industrial Park Between Chester County, South Carolina And York County, South Carolina So As To Enlarge The Park. Public hearing was closed.**
6. **Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading of 2021-11 An Ordinance To Amend The Master Agreement Governing The York-Chester Industrial Park Between Chester County, South Carolina And York County, South Carolina So As To Enlarge The Park.** Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.
  - b. **1<sup>st</sup> Reading of 2021-6 An Ordinance Authorizing (1) The Execution And Delivery Of A Second Amendment To That Certain Special Source Credit Agreement Previously Entered Into By And Between Chester County, South Carolina And Insurance Institute For Business And Home Safety; And (2) Other Matters Related Thereto.** Bond Attorney Michael Kozlarek stated the agreement amendment would be for a twenty-year period with an eighty percent credit, the current credit was ninety-five percent and had come down. This is an increase of revenue expected for the county and slightly reduced credit for the company. This simply provides an amendment to the existing amendment to adjust the credit percentage and the length of time remaining in the agreement. Councilman Wilson motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.
7. **Old Business**
  - a. **3<sup>rd</sup> Reading of CCMA21-27** Chris and Alma Hoskins request Tax Map # 122-01-03-010-000 located at 4431 Edgeland Road, Edgemoor SC be rezoned from R2 (Rural Two) to GC (General Commercial). Planning Commission voted 4-0 to approve. Councilman Jordan motioned to approve with a reverter clause if the business ceases it would revert back to R2 zoning, second by Councilman Vaughn. Vote 6-0 to approve.

8. **New Business**

- a. **1<sup>st</sup> Reading of CCMA21-28: Mattie Howze request Tax Map # 160-00-00-025-000 located at Georgetown Rd, Great Falls SC to be rezoned from R1 (Rural 1) to RG-2 (General Residential). Planning Commission voted 6-0 to approve.** Councilman Vaughn stated he had concerns about the previous actions taken on the road and if her and the other neighbors would have any problems with the setbacks. Attorney Winters stated Ms. Howze was having a survey done for the property and that would determine the standard setbacks along with the prescriptive easement that was talked about. It would also show where the property lines would be and where the easement would go through. Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
- b. **1<sup>st</sup> Reading of CCMA21-29: Leonard Stevens Bishop request Tax Map # 079-00-00-032-000 located on Village Dr, Chester SC to be rezoned from RG-1 (Multi-family Residential) to LC (Limited Commercial). Planning Commission voted 6-0 to approve. Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 6-0 to approve.**
- c. **1<sup>st</sup> Reading of CCMA21-30: Nate McDaniel request Tax Map # 060-00-02-010-000 located at 1047 Pinckney Rd, Chester SC to be rezoned from R2 (Rural 2) to ID-3 (General Industrial). Planning Commission voted 5-1 to approve with a reverter clause once the business is no longer in existence (leveling the lot and removing gravel), it will revert back to R2.** Planning Director Mike Levister stated Mr. McDaniel planned to reclaim the dirt on the property, under the zoning regulations it is considered as mining but it actually isn't mining. The property has 1.5 million square yards of good dirt.

Councilman Wilson stated he must cover seed and plant as he removes the dirt, so it's not left with erosion and sediment. It has gone through the DHEC process.

Attorney Winters stated it was important to note he's regulated by DHEC and MSHA (Mine Safety and Health Administration) which is the mining arm of OSHA.

Councilman Wilson suggested if Attorney Winters could see if the County could legally limit his digging to 15 acres instead of 25-acre limit which he has now. The applicant was totally on board with the 15-acre limit.

Vice Chairman Branham asked what the plans were for the property after all the dirt was gone.

Mr. Levister stated Mr. McDaniel had stated he may sell the property or put cattle on it. Councilman Wilson motioned to approve with a reverter clause, second by Councilman Killian. Vote 6-0 to approve.

9. **Boards and Commissions**

- a. **Appointment to the Catawba Mental Health Board-County Council.**  
Councilman Jordan motioned to appoint Sam Stone, second by Councilman Killian. Vote 6-0 to approve.

10. **Executive Session**

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

- a. Receive legal advice regarding the APRA. Attorney Winters.
- b. Receive legal advice regarding the CFC. Attorney Winters.
- c. Receive legal advice regarding Capital Projects. Attorney Winters.
- d. Receive legal advice regarding Project Magma. Attorney Winters.
- e. Receive legal advice on a contractual matter regarding the Sheriff's Office. Attorney Winters.
- f. Receive legal advice on a contractual matter regarding the Sheriff's Office. Attorney Winters.
- g. Receive legal advice regarding the Detention Center. Attorney Winters.

**11. Council Actions Following Executive Session**

Vice Chairman Branham motioned to go to come back to regular session, second by Councilman Jordan. Vote 6-0 to approve.

**a. Action taken regarding legal advice on APRA.**

Councilman Wilson motioned to approve an ordinance authorizing funding for one or more projects according to the American Recovery Plan Act of 2021, second by Vice Chairman Branham. Vote 6-0 to approve.

**b. Action taken regarding legal advice on CFC.**

Councilman Vaughn motioned to approve amending ordinance numbers 2018-5 and 3-19-12A to update the definition of projects under an installment purchase plan of finance and other related matters, second by Vice Chairman Branham. Vote 6-0 to approve.

**c. Action taken regarding legal advice on Capital Projects.**

Councilman Jordan motioned to approve the first reading of an ordinance providing for excess funding to be used for projects and other capital projects as provided under ordinance number 2019-5 and other related matters, second by Vice Chairman Branham. Vote 6-0 to approve.

**d. Action taken regarding legal advice on Project Magma.**

Councilman Killian motioned to approve the memorandum of understanding with Project Magma regarding sewage improvements and other related matters second by Vice Chairman Branham. Vote 6-0 to approve.

**e. Action taken regarding legal advice on a contractual matter for the Sheriff's Office.**

Taken as information.

**f. Action taken regarding legal advice for a contractual matter for the Sheriff's Office.**

Taken as information.

**g. Action taken regarding legal advice for the Detention Center.**

Councilman Jordan motioned to authorize the Sheriff's department to proceed with an engineering assessment at the Detention Center, second by Vice Chairman Branham. Vote 6-0 to approve.

**12. Council Comments**

Interim Chairman Frederick asked Council to send him their feedback on the comprehensive plan by October 12<sup>th</sup>. He also reminded everyone about the workshop with Charlie Compton regarding the zoning ordinance tomorrow at 5 pm.

**13. Adjourn**

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

**Time: 8:30 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.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR CHESTER COUNTY  
ORDINANCE NO. 2021-6

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO THAT CERTAIN SPECIAL SOURCE CREDIT AGREEMENT PREVIOUSLY ENTERED INTO BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA AND INSURANCE INSTITUTE FOR BUSINESS AND HOME SAFETY; AND (2) OTHER MATTERS RELATED THERETO.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (“Code”), particularly Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to acquire, or cause to be acquired, certain industrial and commercial properties and to enter into agreements, with certain investors to construct, operate, maintain, and improve such properties through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax payments with respect to such properties in accordance with the Multi-County Park Act; (iii) to permit such investors to claim special source revenue credits (“Special Source Credits”) against their fee in lieu of *ad valorem* tax payments to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to develop, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, pursuant to Ordinance No. 04-06-09A, duly enacted by the Council on April 6, 2009, and Ordinance No. 12-03-12F, duly enacted by the Council on December 3, 2012, the County and Insurance Institute for Business and Home Safety, a corporation organized and existing under the laws of the State of Illinois and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and frequently known as the Institute for Business and Home Safety (the “Company”), respectively entered into that certain Special Source Credit Agreement, dated as of October 20, 2008, and that certain Amendment to Special Source Credit Agreement, effective as of December 31, 2012 (collectively, the “Special Source Credit Agreement”), wherein the County granted Special Source Credits to the Company, any affiliates of the Company, and certain other entities (each a “Credit Eligible Entity”) to reimburse each such Credit Eligible Entity for a portion of its investment in the costs of certain Special Source Improvements undertaken in connection with the development and establishment of certain facilities located in the County (“Project”); and

WHEREAS, in order to induce continued investment in the Project, including, without limitation, in Special Source Improvements, the County has determined to extend the period during which such Special Source Credits will be made available to each Credit Eligible Entity, all as set forth in greater detail in the Second Amendment to Special Source Credit Agreement (“Second Amendment”), the substantially final form of which is attached as Exhibit A.

NOW THEREFORE, BE IT ORDAINED, by the County Council:

**Section 1. Ratification of Special Source Credit Agreement.** The terms and conditions of the Special Source Credit Agreement are ratified, confirmed, and approved, except as otherwise specifically modified by the Second Amendment.

**Section 2. Second Amendment to Special Source Credit Agreement.**

(a) The form, terms, and provisions of the Second Amendment presented to this meeting and filed with the Clerk to County Council, including the twenty-year extension of the number of years for which the Special Source Credits will be made available to each Credit Eligible Entity, as set forth in the table below and shown in greater detail in the Second Amendment, are approved and all of the terms, provisions, and conditions of the Second Amendment are incorporated by reference;

<u>Percentage</u>	<u>Property Tax Year</u>
98%	2009
98%	2010
85%	2011
95%	2012
95%	2013
95%	2014
95%	2015
95%	2016
95%	2017
95%	2018
95%	2019
95%	2020
95%	2021
80%	2022
80%	2023
80%	2024
80%	2025
80%	2026
80%	2027
80%	2028
80%	2029
80%	2030
80%	2031
80%	2032
80%	2033
80%	2034
80%	2035
80%	2036
80%	2037
80%	2038
80%	2039
80%	2040
80%	2041

Notwithstanding the above provisions of this Ordinance, in the event that the annual fee-in-lieu of tax liability due with respect to any of the property tax years set forth above would, following application of the Special Source Credits percentage applicable for such property tax year as set forth in the above table,



amount to less than the annual fee-in-lieu of tax payment made with respect to property tax year 2020, which the County and the Company agree to be \$36,704 (the “Base Fee-in-Lieu of Tax Payment Amount”), the applicable Special Source Credits percentage for such property tax year shall be reduced in an amount sufficient such that the annual fee-in-lieu of tax liability due for such property tax year after application of such reduced Special Source Credits percentage shall equal the Base Fee-in-Lieu-of-Tax Payment Amount; provided, however, that, for any such property tax year, the applicable Special Source Credits percentage shall not be reduced to increase the annual fee-in-lieu of tax liability, as set forth in the foregoing sentence, if, and to the extent that, any above-referenced shortfall in annual fee-in-lieu of tax liability (as compared to the Base Fee-in-Lieu-of-Tax Payment Amount) is due to disposal, decommissioning, or other action resulting in Project property no longer being subject to fee-in-lieu of tax payments; and

(b) The Second Amendment to be executed on behalf of the County shall be in substantially the form now before the Council and shall include only changes that are approved by the County officials executing the Second Amendment. The County officials shall consult the attorney for the County with respect to any changes to the Second Amendment. The execution of the Second Amendment by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Second Amendment now before this meeting.

**Section 3. *Authorization to Execute and Deliver Second Amendment.*** The County Supervisor (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Second Amendment, and to take further actions and execute and deliver further documents as the County Supervisor (and his designated appointees) deems reasonably necessary and prudent to effect this Ordinance’s intent.

**Section 4. *General Repealer.*** Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 5. *Effective Date.*** This Ordinance is effective after its third reading and public hearing.

[ONE SIGNATURE PAGE FOLLOWS]  
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CHESTER COUNTY, SOUTH CAROLINA

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Dr. Wylie Frederick  
Interim Supervisor/Chairman, Chester County Council

(SEAL)  
ATTEST:

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Karen Lee  
Clerk, Chester County Council

First Reading:      October 4, 2021  
Public Hearing:      October 18, 2021  
Second Reading:    November 1, 2021  
Third Reading:     November 1, 2021

Ordinance 2021-6

**EXHIBIT A**  
**FORM OF SECOND AMENDMENT TO SPECIAL SOURCE CREDIT AGREEMENT**

**SECOND AMENDMENT TO  
SPECIAL SOURCE CREDIT AGREEMENT**

**BETWEEN**

**CHESTER COUNTY, SOUTH CAROLINA**

**AND**

**INSURANCE INSTITUTE FOR BUSINESS  
AND HOME SAFETY**

**AMENDED, EFFECTIVE: NOVEMBER 1, 2021**

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**This Second Amendment pertains to that certain Special Source Credit Agreement previously entered into by and between Chester County, South Carolina, and Insurance Institute for Business and Home Safety, as amended by that certain Amendment to Special Source Credit Agreement.**

**SECOND AMENDMENT TO  
SPECIAL SOURCE CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO SPECIAL SOURCE CREDIT AGREEMENT (this “Second Amendment”), effective November 1, 2021, is between CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and the INSURANCE INSTITUTE FOR BUSINESS AND HOME SAFETY, an Illinois corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and frequently known as the Institute for Business and Home Safety (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the “Code”), particularly Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to acquire, or cause to be acquired, certain industrial and commercial properties and to enter into agreements, with certain investors to construct, operate, maintain, and improve such properties through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax payments with respect to such properties in accordance with the Multi-County Park Act; (iii) to permit such investors to claim special source revenue credits (“Special Source Credits”) against their fee in lieu of *ad valorem* tax payments to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to develop, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, pursuant to Ordinance No. 04-06-09A, duly enacted by the Council on April 6, 2009, and Ordinance No. 12-03-12F, duly enacted by the Council on December 3, 2012, the County and the Company respectively entered into that certain Special Source Credit Agreement, dated as of October 20, 2008, and that certain Amendment to Special Source Credit Agreement, effective as of December 31, 2012 (collectively, the “Special Source Credit Agreement”), wherein the County has granted Special Source Credits to the Company, any affiliates of the Company, and certain other entities (each a “Credit Eligible Entity”) to reimburse each such Credit Eligible Entity for a portion of its investment in the costs of certain Special Source Improvements undertaken in connection with the development and establishment of certain facilities located in the County (the “Project”);

WHEREAS, in order to induce continued investment in the Project, including, without limitation, in Special Source Improvements, the County has determined to extend the period during which such Special Source Credits will be made available to each Credit Eligible Entity, all as set forth in greater detail in this Second Amendment;

WHEREAS, the County approved the foregoing action to be taken, and authorized the execution and delivery of this Second Amendment pursuant to that certain Ordinance duly enacted by the Council with respect to this Second Amendment on November 1, 2021.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and respective representations and agreements hereinafter contained, and other lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

**Section 1. Definitions.** Defined terms used in this Second Amendment and not otherwise defined in this Second Amendment have the meanings ascribed to them in the Special Source Credit Agreement.

**Section 2. Amendment of Special Source Credit Agreement.** Section 1 of the Special Source Credit Agreement is hereby deleted in its entirety and replaced with the following:

**Section 1. *Special Source Credits.*** The County hereby grants each of the Company, any affiliates of the Company, and any other entities described in Section (d) of the above recitals (each a “Credit Eligible Entity”) Special Source Credits to reimburse each such Credit Eligible Entity for a portion of its investment in the costs of certain Special Source Improvements in the percentages and for the property tax years as follows:

<u>Percentage</u>	<u>Property Tax Year</u>
98%	2009
98%	2010
85%	2011
95%	2012
95%	2013
95%	2014
95%	2015
95%	2016
95%	2017
95%	2018
95%	2019
95%	2020
95%	2021
80%	2022
80%	2023
80%	2024
80%	2025
80%	2026
80%	2027
80%	2028
80%	2029
80%	2030
80%	2031
80%	2032
80%	2033
80%	2034
80%	2035
80%	2036
80%	2037
80%	2038
80%	2039
80%	2040
80%	2041

The County Auditor is hereby directed to apply the Special Source Credits amount to reduce each Credit Eligible Entity's annual fee-in-lieu of tax liability at the Project in the amounts and for the years specified above. The Special Source Credits amounts shall be shown on the bill sent by the County to the Company or other applicable Credit Eligible Entity at the Project. Each Credit Eligible Entity shall be required to use the Special Source Credits to reimburse itself for a portion of its investment in the costs of certain Special Source Improvements.

Notwithstanding the foregoing provisions of this Section 1, in the event that the annual fee-in-lieu of tax liability due with respect to any of the property tax years set forth above would, following application of the Special Source Credits percentage applicable for such property tax year as set forth in the above table, amount to less than the annual fee-in-lieu of tax payment made with respect to property tax year 2020, which the parties hereto agree to be \$36,704 (the "Base Fee-in-Lieu of Tax Payment Amount"), the applicable Special Source Credits percentage for such property tax year shall be reduced in an amount sufficient such that the annual fee-in-lieu of tax liability due for such property tax year after application of such reduced Special Source Credits percentage shall equal the Base Fee-in-Lieu-of-Tax Payment Amount; provided, however, that, for any such property tax year, the applicable Special Source Credits percentage shall not be reduced to increase the annual fee-in-lieu of tax liability, as set forth in the foregoing sentence of this Section 1, if, and to the extent that, any above-referenced shortfall in annual fee-in-lieu of tax liability (as compared to the Base Fee-in-Lieu-of-Tax Payment Amount) is due to disposal, decommissioning, or other action resulting in Project property no longer being subject to fee-in-lieu of tax payments.

Pursuant to Section 4-29-68(A)(2)(ii) of the Code, to the extent any Special Source Credits are used as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the termination or expiration of this Agreement, then the annual fee-in-lieu of tax liability due on such personal property for the year of such removal from the Project shall also be due for the two (2) years following such removal; provided, that if such removed personal property is replaced with other personal property, then such personal property shall not be considered removed from the Project for these purposes.

**Section 3. Remaining Terms and Provisions.** Except as amended in Section 2 above, the terms and provisions of the Special Source Credit Agreement shall remain unchanged and in full force and effect.

**Section 4. Entire Understanding.** The Special Source Credit Agreement, as amended by this Second Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

**Section 5. Multiple Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Execution Pages Follow]



Ordinance 2021-6

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Second Amendment to Special Source Credit Agreement, effective the date first above written.

CHESTER COUNTY, SOUTH CAROLINA

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Dr. Wylie Frederick  
Interim Supervisor/Chairman, Chester County Council

(SEAL)  
ATTEST:

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Karen Lee  
Clerk, Chester County Council

INSURANCE INSTITUTE FOR BUSINESS  
AND HOME SAFETY

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

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

Its: \_\_\_\_\_  
\_\_\_\_\_

**CHESTER COUNTY ORDINANCE NO. 2021-16**

AUTHORIZING FUNDING FOR ONE OR MORE PROJECTS ACCORDING TO THE  
AMERICAN RECOVERY PLAN ACT OF 2021; AND OTHER RELATED MATTERS.

WHEREAS, Chester County has been allocated \$6,253,525.00 according to the American Recovery Plan Act of 2021 (“ARPA Funds”);

WHEREAS, the County intends to expend its ARPA Funds for two County projects in particular amounts and in particular priorities; and

WHEREAS, by this Ordinance, the County intends to authorize such expenditures.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Authorization.** In the following priority, the County authorizes the expenditure of (a) not to exceed \$4,000,000 for the Fort Lawn Sewer project to support (i) Project Magma, as contemplated by the Memorandum of Understanding, between Chester County and the Town of Fort Lawn, which is expected to be dated on or about November 1, 2021, and (ii) other development in that region of the County, and (b) all remaining ARPA Funds (until completion of the project) to support the 16<sup>th</sup> project on the County’s 2020 capital project sales and use tax referendum: Countywide Emergency Communications Project.

If any funds remain following the expenditure of ARPA Funds as outlined above, then those funds shall be used to offset additional projects as the County may approve by subsequent ordinance.

**Section 2. General Repealer.** Any prior ordinance, resolution, or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 3. Effective Date.** This Ordinance is effective after its public hearing and third reading.

**CHESTER COUNTY, SOUTH CAROLINA**

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

[SEAL]  
ATTEST:

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

First Reading:	October 4, 2021
Second Reading:	October 18, 2021
Public Hearing:	November 15, 2021
Third Reading:	November 15, 2021

## CHESTER COUNTY ORDINANCE NO. 2021-17

AMENDING ORDINANCE NOS. 2018-5 AND 3-19-12A, TO UPDATE THE DEFINITION OF “PROJECTS” UNDER AN INSTALLMENT PURCHASE PLAN OF FINANCE; AND OTHER RELATED MATTERS.

WHEREAS, the Chester County Council enacted Ordinance No. 3-19-12A, on March 19, 2012, a copy of which is attached as Exhibit A (“2012 Ordinance”), authorizing a plan of finance for various capital projects;

WHEREAS, the Chester County Council Enacted Ordinance No. 2018-5, on February 5, 2018, a copy of which is attached as Exhibit B (“2018 Ordinance”), which made amendments to the definition of “Project” as that term had been defined in the 2012 Ordinance;

WHEREAS, the County desires to amend the 2018 Ordinance and 2012 Ordinance to further update the definition of “Projects” to provide for additional capital projects for funding through the installment plan of finance.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Amendments.** The 2018 Ordinance and the 2012 Ordinance are amended:

(a) by deleting Section 1(a) of the 2018 Ordinance and Section l(d) in the 2012 Ordinance in their entirety and replacing them with the language contained inside the quotation marks:

“(d) The County has determined to acquire real property in the county and to construct, install, renovate, furnish, equip and make various improvements to the real property for: (i) the projects, as set forth more particularly on Exhibit A, and (ii) other capital projects as determined by the County Supervisor (collectively, (i) and (ii) are “Projects”); the County has determined that it may form and use one or more entities, on the behalf and for the benefit of the County, to accomplish the purposes of this Ordinance (collectively, “Entity”), including the issuance of bonds and the execution and delivery of various documents to effect the transfer of real property interests in the Projects to, or from (or both), the County and other related matters, all intended to accomplish an installment purchase financing.”; and

(b) by deleting Exhibit A to the 2018 Ordinance, and replacing it with a new Exhibit, a copy of which is attached to this Ordinance as Exhibit C.

**Section 2. Chester Facilities Corporation Request.** The County hereby directs the Interim County Supervisor to request the Chester Facilities Corporation (“CFC”) to do all things necessary and proper to reallocate funds from the CFC’s outstanding Installment Purchase Revenue Bonds (Chester County 2018 Projects) Taxable Series 2018, issued June 28, 2018, in the original par amount of \$19,255,000.

**Section 3. General Repealer.** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 4. Savings Clause.** Any actions taken or authorized to be taken under either or both the 2018 Ordinance and/or the 2012 Ordinance are treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, as of the effective date of this Ordinance, and for the enforcement of rights, duties, and liabilities as they stood under the repealed or amended portion of the 2018 Ordinance and/or the 2012 Ordinance.

**Section 5. Effective Date.** Except as otherwise provided in this Ordinance, this Ordinance is effective after its third reading and public hearing.

**ORDINANCE NO. 2021-17**

**CHESTER COUNTY, SOUTH CAROLINA**

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Interim Supervisor/Chairman, Chester County Council

[SEAL]  
ATTEST:

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Clerk to Council, Chester County Council

First Reading:           October 4, 2021  
Second Reading:       October 18, 2021  
Public Hearing:          November 15, 2021  
Third Reading:         November 15, 2021

**EXHIBIT A**  
**2012 ORDINANCE**

EXHIBIT A  
ORDINANCE NO. 3-19-12A

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CHESTER CO S.C.  
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CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO: 03-19-12A

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, TO BE USED UNDER A PLAN OF INSTALLMENT PURCHASE FINANCING TO FUND ONE OR MORE CAPITAL PROJECTS, INCLUDING FOR A COUNTY CONFERENCE AND EVENT CENTER AND FOR IMPROVEMENTS RELATING TO THE COUNTY COURTHOUSE, THE COUNTY MUSEUM AND THE COUNTY E-911 CENTER; AUTHORIZING THE 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; PROVIDING FOR THE CREATION OF ONE OR MORE ENTITIES TO ASSIST IN THE INSTALLMENT PURCHASE FINANCING; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: MARCH 19, 2012

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AN ORDINANCE

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, TO BE USED UNDER A PLAN OF INSTALLMENT PURCHASE FINANCING TO FUND ONE OR MORE CAPITAL PROJECTS, INCLUDING FOR A COUNTY CONFERENCE AND EVENT CENTER AND FOR IMPROVEMENTS RELATING TO THE COUNTY COURTHOUSE, THE COUNTY MUSEUM AND THE COUNTY E-911 CENTER; AUTHORIZING THE 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; PROVIDING FOR THE CREATION OF ONE OR MORE ENTITIES TO ASSIST IN THE INSTALLMENT PURCHASE FINANCING; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; AND OTHER RELATED MATTERS.

THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

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

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

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (the same being and hereinafter referred to as the "County Bond Act"), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

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

(d) The County has determined to acquire real property in the county and to construct, install, renovate, furnish, equip and make various improvements to the real property for: (i) a county conference

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and event center, (ii) the existing county courthouse, (iii), the existing county museum, (iv) the existing county E-911 center, (v) other capital projects (collectively, "Projects"); the County has determined that it may form and use one or more entities, on the behalf and for the benefit of the County, to accomplish the purposes of this Ordinance (collectively, "Entity"), including the issuance of bonds and the execution and delivery of various documents to effect the transfer of real property interests in the Projects to, or from (or both), the County and other related matters, all intended to accomplish an installment purchase financing.

(e) The assessed valuation of all property in the County as of March 1, 2012 (unaudited), for purposes of computation of the Bonded Debt Limit, is not less than \$96,997,785. Eight percent of this assessed valuation is \$7,759,823 ("County's Bonded Debt Limit"). As of March 1, 2012 (unaudited), the County has outstanding no more than \$3,008,578 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 is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$4,751,245.

(f) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina in the aggregate principal amount not to exceed the County's Bonded Debt Limit for the purpose of: (i) funding the Projects, including by refunding any existing indebtedness related to the Projects; (ii) funding the acquisition of an interest in the Projects, if held by the Entity; (iii) providing for capitalized interest, if any, on the Bonds or BANs; (iv) defraying additional costs of the Projects; and (v) paying the costs of issuance related to the Bonds or BANs (defined below).

**SECTION 2. Authorization and Details of Bonds and the Projects.** Pursuant to the Constitution and laws of the State of South Carolina, the County is authorized to issue not exceeding the County's Bonded Debt Limit in general obligation bonds of the County to be designated "General Obligation Bonds of Chester County, South Carolina" ("Bonds") for the purposes set forth in Section 1(f). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

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

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

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

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

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

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

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

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

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

**SECTION 8. Book-Entry Only System.**

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

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

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

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

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

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

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

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

**SECTION 10. Form of Bond.** The Bonds shall be in the form as determined by the County Supervisor under Section 3.

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

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

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

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

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

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

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**SECTION 15. *Defeasance.***

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

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

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

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

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

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

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

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

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

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

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

**SECTION 16. Authority to Issue Bond Anticipation Notes.** If the County Supervisor should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Supervisor is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Supervisor should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Supervisor is requested to continue the issuance of BANs until the County Supervisor determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

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

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

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

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash

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CHESTER CO S.C.



needs of the County, as shall be determined by the County Supervisor. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

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

(d) The BANs shall be in the form as determined by the County Supervisor under Section 3.

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

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

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

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

(i) In all cases in which the privilege of exchanging or transferring BANs in fully-registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such

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CHESTER CO. S.C.

Ordinance. All BANs in fully-registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

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

**SECTION 19. Tax and Securities Laws Covenants.**

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

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

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

**SECTION 20. Building Purchase/Sale and Appropriation of Capital Project Funds.** The Council authorizes the County Supervisor, Clerk to County Council and other County Officials to negotiate in good faith to purchase, sell and develop the real property on which the Projects are to be located; to appropriate funds from the capital projects, or other similar, fund for the purchase, sale and development of the Projects; take all steps reasonably necessary and proper to purchase, sell and develop the Projects. Further, the County Supervisor (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents, including purchase-sale agreements, option contracts, deeds or other similar agreements, as the County Supervisor (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance, and assist in purchasing, selling and developing the Projects.

Further, the County shall retain 100% of each FILOT Payment derived from the transactions contemplated by Chester County Ordinance Nos.: (a) 10-5-9D, (b) 3-7-11C, (c) 2-06-12, and (d) 2-20-12A (collectively, (a)-(d), each, "FILOT Payment"), and shall deposit each FILOT Payment, net of any portion due either: (i) a partner county, or (ii) the company as a credit (each, "Net FILOT Payment"), with the Trustee, as contemplated under the Installment Purchase and Use Agreement, for the purpose of (a) making the Base Payment due in that fiscal year and (b) prepaying the Installment Payments according to Installment Purchase and Use Agreement.

Further, the County Supervisor (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to provide for the annual appropriation of the (a) County's portion of the Annual State Accommodations Tax, as authorized by South Carolina Code Annotated sections 12-36-920, and (b) Annual Local Accommodations Tax, as authorized by South Carolina Code Annotated

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CHESTER CO S.C.

section 6-1-500 through -570, and to provide for these funds to be treated as directed by the Installment Purchase and Use Agreement.

Further, the County Supervisor (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to provide for the annual appropriation of the revenues generated by the Projects and to provide for these funds to be treated as directed by the Installment Purchase and Use Agreement.

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

**SECTION 22. Consent to Actions by Third Parties.** The Council authorizes the creation of the Entity and the undertakings by the Entity on behalf of the County regarding the Projects and the issuance by the Entity of its own installment purchase revenue bonds, including the form of those bonds. Further, the Council acknowledges that the initial board of directors of the Entity is anticipated to have no more than five members and shall be appointed by the incorporator. The Council consents to and approves the issuance, sale, execution and delivery of installment purchase revenue bonds by the Entity, in one or more series of taxable or tax-exempt obligations, in an amount or amounts to be set pursuant to a resolution to be adopted by the board of directors of the Entity, to provide for the payment of the costs of the Projects and the costs of issuance and all expenses in connection therewith. The Council also agrees to accept the Projects at such time as the bonds issued by the Entity mature or are defeased.

**SECTION 23. Publication of Notice of Adoption of Ordinance pursuant to Section 11-27-40, paragraph 8, of the Code of Laws of South Carolina, 1976.** Pursuant to the provisions of Section 11-27-40 of the Code, the County Supervisor, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 24. Retention of Bond Counsel and Other Suppliers.** The Council authorizes the County Supervisor to retain the law firm of Parker Poe Adams & Bernstein LLP, as its bond counsel, and the firm of Merchant Capital, LLC, as its underwriter, in connection with the issuance of the Bonds.

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

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

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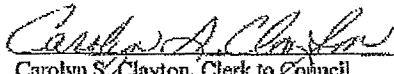
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CHESTER CO S.C.

CHESTER COUNTY, SOUTH CAROLINA

  
R. Carlisle Roddey, Supervisor  
Chester County Council

(SEAL)  
ATTEST:

  
Carolyn S. Clayton, Clerk to Council  
Chester County Council

First Reading: February 20, 2012  
Second Reading: March 5, 2012  
Public Hearing: March 5, 2012  
Third Reading: March 19, 2012

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2012 FEB 16 P 1:22  
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CHESTER CO S.C.

EXHIBIT B  
EXHIBIT A  
PROJECTS

County conference and event center (known as the Chester County Gateway)  
County courthouse  
County museum  
County E-911 center  
County investment (spec) building  
County hazard materials building  
Additional industrial/commercial property and development  
Infrastructure related to each of these projects

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**EXHIBIT C**  
**FORM OF APPROVING RESOLUTION**

**SOUTH CAROLINA**                    )  
                                          )  
**CHESTER COUNTY**                 )

**A RESOLUTION OF**  
**CHESTER COUNTY, SOUTH CAROLINA**

**CONFIRMING AN AMENDMENT TO THE INSTALLMENT PURCHASE PLAN OF FINANCE RELATING TO VARIOUS CAPITAL PROJECTS IN THE COUNTY; AND OTHER RELATED MATTERS.**

WHEREAS, Chester Facilities Corporation, a South Carolina nonprofit corporation (“Corporation”) was previously formed solely for the purpose of supporting the governmental mission and certain activities of Chester County, South Carolina (“County”);

WHEREAS, pursuant to Ordinance No. 3-19-12A (“2012 Ordinance”), enacted on March 19, 2012, the County authorized an installment purchase revenue plan of finance for various capital projects in the County;

WHEREAS, pursuant to the 2012 Ordinance, the Corporation previously issued its Installment Purchase Revenue Bonds, Series 2012, in the aggregate principal amount of \$6,385,000 (“2012 Bonds”), for the purpose of defraying the costs of constructing, acquiring, equipping, renovating and expanding the 2012 Projects, as defined in the Trust Agreement between the Corporation and Regions Banks, as Trustee, dated April 10, 2012 (“Trust Agreement”);

WHEREAS, the County makes Base Payments, as defined in the Installment Purchase Use Agreement between the Corporation and the County dated April 10, 2012 (“Installment Agreement”), to the Corporation for the annual use and incremental purchase of the 2012 Projects;

WHEREAS, the Corporation has determined that it may achieve either (a) debt service savings or (b) a restructuring of the use of some or all of the 2012 Projects, by refunding all or a portion of the 2012 Bonds (“Transaction”);

WHEREAS, to effect the Transaction, the Corporation has requested the County (i) enter (A) amendments or supplements to the Installment Agreement and the Base Lease and Conveyance Agreement between the County and the Corporation (“Base Lease,” together with the Installment Agreement, “Financing Documents”) or (B) restated Financing Documents; (ii) consent to the Corporation entering a supplemental or restated Trust Agreement with the Trustee by which the Corporation will issue its installment purchase revenue bonds, series 2018 in one or more taxable or tax-exempt series (“2018 Bonds”); and (iii) authorize other actions as may be necessary or desirable to effect the Transaction;

WHEREAS, the County enacted Ordinance No. [] on February 5, 2018 (“2018 Ordinance”) amending the definition of the “Projects” (“2018 Facilities”), which will be subject to the Financing Documents, and certain additional facilities which are not subject to the Installment Agreement (“Ancillary Projects”); and

WHEREAS, the County intends this Resolution to satisfy the requirements of Section 2 of the 2018 Ordinance.

NOW, THEREFORE, the Chester County Council resolves:

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CHESTER CO S.C.

**ARTICLE I**  
**AUTHORIZATION OF AND CONSENT TO AMENDED FINANCING DOCUMENTS**

**SECTION 1.01. *Base Lease and Purchase and Use Agreement.*** The County is authorized to enter amendments or supplements to or restated Financing Documents with the Corporation to effect the Transaction. The County Supervisor (“Supervisor”), and designees, are authorized to negotiate and approve the form, terms and provisions of the amendments or restatements of the Financing Document on behalf of the County and the Supervisor and Clerk to County Council (“Clerk”) are authorized to execute the amendments or restatements on behalf of the County and deliver the same to the Corporation.

**SECTION 1.02. *Consent to Trust Agreement.*** Council consents to the Corporation’s execution of a supplemental or restated Trust Agreement pursuant to which the Corporation will issue the 2018 Bonds to effect the Transaction.

**ARTICLE II**  
**CONSENT TO SALE OF THE 2018 BONDS; USE OF PROCEEDS**

**SECTION 2.01. *Official Statement.*** The County acknowledges and consents to the Corporation’s preparation, distribution, and use of a preliminary Official Statement, which may include certain information and data relating to the County, in connection with the offer and sale of the 2018 Bonds. After the acceptance of an offer to purchase the 2018 Bonds, the County acknowledges and consents to the Corporation’s preparation, distribution, and use of a final Official Statement. The Supervisor is authorized to deem “final” the preliminary Official Statement, and any amendments or supplements, for purposes of S.E.C. Rule 15c2-12. The County approves and consents to the execution and delivery by the Corporation and the Supervisor, or either of them acting alone, of a final Official Statement.

**SECTION 2.02. *Bond Sale.*** The County acknowledges that the Corporation may engage appropriate professionals to assist the Corporation in arranging for the placement, distribution and sale of the 2018 Bonds and consents to the Corporation’s engagement of those professionals and the execution of documents necessary or desirable to effect the placement, distribution, and sale of the 2018 Bonds.

**SECTION 2.03. *Use of Bond Proceeds.*** The County acknowledges that the proceeds of the 2018 Bonds, net of original issue discount or premium and underwriter’s discount, will be applied to (i) provide the amounts necessary to pay the costs of the 2018 Facilities and the 2018 Ancillary Projects (including capitalized interest with respect to both) (ii) refund all or a portion of the 2012 Bonds, (iii) provide for reserve funds to further secure the 2018 Bonds, which may be made by surety bond or other financial guaranty, (iv) pay the premium of any municipal bond insurance policy issued in connection with the 2018 Bonds, and (v) pay costs of issuance of the 2018 Bonds. The County authorizes the Supervisor, and designees, to work with the Corporation to determine and fix any details of the 2018 Bonds as may be necessary or desirable to effect the Transaction.

**ARTICLE III**  
**GENERAL AUTHORIZATION**

**SECTION 3.01. *General Authorization.*** The Supervisor and the Clerk, and their designees, are authorized to execute and deliver whatever documents and take whatever actions are necessary or desirable to effect the Transaction, and the intent of this Resolution.

**SECTION 3.02. *Financing Terms and Professionals.*** The County consents to the retention by the Corporation of Parker Poe Adams & Bernstein LLP, as bond counsel, disclosure, special tax, and issuer’s counsel, and Stifel, Nicolaus & Company, Incorporated, as underwriter/placement agent, in connection with the issuance and sale of the 2018 Bonds. The Supervisor, and designees, are authorized to hire other

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COUNTY OF ST. JOHNS  
FLORIDA

professionals, including other financial professionals and legal counsel, as may be required to facilitate the issuance of the 2018 Bonds and the execution of the amended or restated Financing Documents.

**SECTION 3.03. Effective Date.** This Resolution is immediately effective and no further authorization is required to execute and deliver all documents necessary or desirable to effect the sale, issuance and delivery of the 2018 Bonds. This Resolution satisfies the requirements of Section 2 of the 2018 Ordinance. This Resolution shall be construed liberally to effect the County Council's intent.

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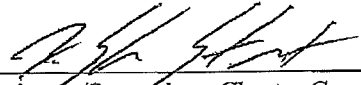
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Adopted: [], 2018.

**CHESTER COUNTY, SOUTH CAROLINA**

By:   
Chairman/Supervisor, Chester County Council

[SEAL]  
ATTEST:

  
Clerk to Council, Chester County Council

CLERK OF COURT  
CHESTER, S.C.

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**FILED**

**ORDINANCE NO. 2021-17**

**EXHIBIT B**  
**2018 ORDINANCE**

**CHESTER COUNTY ORDINANCE NO. 2018-5**

TO AMEND ORDINANCE NO. 3-19-12A, TO UPDATE THE DEFINITION OF "PROJECTS"; AND OTHER RELATED MATTERS.

WHEREAS, the Chester County Council enacted Ordinance No. 3-19-12A, on March 19, 2012, a copy of which is attached as Exhibit A ("2012 Ordinance"), authorizing a plan of finance for various capital projects; and

WHEREAS, the County desires to amend the 2012 Ordinance to update the definition of "Projects" (as that term is defined in the 2012 Ordinance) to provide for additional capital projects, which the County may fund through the plan of finance.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Amendment to the 2012 Ordinance.** The 2012 Ordinance is amended:

(a) by deleting Section 1(d) in its entirety and replacing it with the language contained inside the quotation marks:

"(d) The County has determined to acquire real property in the county and to construct, install, renovate, furnish, equip and make various improvements to the real property for: (i) the projects, as set forth more particularly on Exhibit A, and (ii) other capital projects as determined by the County Supervisor (collectively, (i) and (ii) are "Projects"); the County has determined that it may form and use one or more entities, on the behalf and for the benefit of the County, to accomplish the purposes of this Ordinance (collectively, "Entity"), including the issuance of bonds and the execution and delivery of various documents to effect the transfer of real property interests in the Projects to, or from (or both), the County and other related matters, all intended to accomplish an installment purchase financing."; and

(b) by adding Exhibit A, a copy of which is attached to this Ordinance as Exhibit B.

**Section 2. Condition Precedent.** The County shall not implement any changes to the plan of finance described in the 2012 Ordinance until County Council approves a resolution, attached in substantially final form, as Exhibit C.

**Section 3. General Repealer.** Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

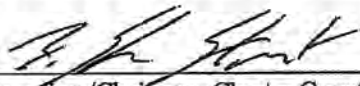
**Section 4. Savings Clause.** Any actions taken or authorized to be taken under the 2012 Ordinance are treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, as of the effective date of this Ordinance, and for the enforcement of rights, duties, and liabilities as they stood under the repealed or amended portion of the 2012 Ordinance.

**Section 5. Effective Date.** Except as otherwise provided in this Ordinance, this Ordinance is effective after its third reading and public hearing.

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CLERK OF COURT  
CHESTER CO S.C.

CHESTER COUNTY, SOUTH CAROLINA

By:   
Supervisor/Chairman, Chester County Council

[SEAL]  
ATTEST:

  
Clerk to Council, Chester County Council

First Reading: December 19, 2017  
Second Reading: January 16, 2018  
Public Hearing: February 5, 2018  
Third Reading: February 5, 2018

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CLERK OF COURT  
CHESTER CO S.C.

**EXHIBIT C  
“EXHIBIT A  
PROJECTS”**

County conference and event center (known as the Chester County Gateway)  
County courthouse  
County museum  
County E-911 center  
County investment (spec) building not to exceed an expenditure of \$1,000,000  
County hazard materials building  
Additional industrial/commercial property and development  
Infrastructure related to each of these projects  
County-wide emergency radio system  
County animal shelter  
North Chester fire substation  
Lewis fire substation (South Fork)  
Rodman park improvements”

**CHESTER COUNTY ORDINANCE NO. 2021-18**

PROVIDING FOR EXCESS FUNDING TO BE USED FOR “PROJECTS” AND/OR  
“CAPITAL PROJECTS” AS PROVIDED UNDER ORDINANCE NO. 2019-5; AND  
OTHER RELATED MATTERS.

WHEREAS, the Chester County Council (“County Council”) enacted Ordinance No. 2019-5, on June 15, 2020 (“2019 Ordinance”), authorizing, among other things, the imposition of and expenditure from a capital project sales and use tax to fund “projects” and/or “capital projects,” as described in the 2019 Ordinance and in the Capital Project Sales Tax Act, located in South Carolina Code Annotated section 4-10-300, *et seq.* (collectively, “Act”);

WHEREAS, the Act provides the County Council with the authority to expend amounts collected in excess of amounts necessary to complete (as described in the approving referendum) funding for projects listed in the approving referendum to be used to complete projects for which the tax is imposed; and

WHEREAS, by this Ordinance, the County Council intends to authorize such funding.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Amendments.** The County Council authorizes amounts collected in excess of amounts necessary to complete (as described in the approving referendum) funding for Project 1: Lewis Fire Department South Fork Substation, Project 2: North Chester Fire Department Substation, Projects 3/6 Rodman Sports Complex Improvements, and Project 16: Countywide Emergency Communications Project, to be used to provide additional funding for these projects, provided, however, that, to the extent funding to complete a project is sourced from other monies, then (a) no funding shall come from the tax and/or (b) funding from the tax previously expended shall be reimbursed to the tax fund from the alternate source.

**Section 2. General Repealer.** Any prior ordinance, resolution, or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 3. Savings Clause.** Any action taken or authorized to be taken under the 2019 Ordinance is treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, as of the effective date of this Ordinance, and for the enforcement of rights, duties, and liabilities as they stood under the repealed or amended portion of the 2019 Ordinance.

**Section 4. Effective Date.** This Ordinance is effective after its public hearing and third reading.

**CHESTER COUNTY, SOUTH CAROLINA**

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

[SEAL]  
ATTEST:

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

First Reading:           October 4, 2021  
Second Reading:       October 18, 2021  
Public Hearing:         November 15, 2021  
Third Reading:         November 15, 2021

**CCMA21-28:** Mattie Howze request Tax Map # 160-00-00-025-000 located at Georgetown Rd, Great Falls SC to be rezoned from R1 (Rural 1) to RG-2 (General Residential)

Applicant Mattie Howze was not in attendance, with prior notification to staff. Ms. Howze gave permission for Director Levister to speak on her behalf, in reference to this case.

Chairman Raines asked Director Levister to step to the podium. Director Levister opened by stating Ms. Howze wants to rezone the property from R1 to RG-2, so she can put a mobile home on the property. Chairman Raines asked if that would be permitted under the current zoning. Director Levister said no. Chairman Raines stated that the Commission had previously heard her case before and that there was a difference in opinion regarding the stipulations of her deed. Levister confirmed that was correct. Director Levister stated that Ms. Howze owns lot number three, but lot three is not described in the deed restrictions. Chairman Raines asked if the restrictions, as mentioned before, were not mentioned in relation to her property. Director Levister confirmed that was correct.

Chairman Raines asked if anyone on the Commission had any questions. Attorney Winters asked Director Levister back to the podium. Attorney Winters asked if the request to rezone is approved, Ms. Howze will have to get a new survey. Director Levister stated that was correct. Attorney Winters mentioned that there was previous discussion with County Council regarding another continuous property that has a prescriptive easement. Attorney Winters asked if that would have to be reflected on Ms. Howze's new survey. Director Levister confirmed, that is correct so she can meet the setbacks. Attorney Winters then asked if the continuous properties would see the prescriptive easement. Director Levister confirmed, that is correct.

Chairman Raines asked if any members of the public would like to speak in opposition to this request. No response from public. Chairman Raines then asked if any members of the public would like to speak in favor of this request.

Russ Trotter stepped to the podium and said he was not in favor nor against Ms. Howze's case. Mr. Trotter stated that he had spoken to County Council and Attorney Winters two weeks prior, with the recognition of the prescriptive easement, that Attorney Winters mentioned earlier. Mr. Trotter stated he had a few questions but was unsure if this meeting was the appropriate place to ask or if he needed to speak with Building and Zoning. He asked the dimensions of the prescriptive easement, if the easement would be treated (by Chester County) as a road, and if it will have to be resurveyed each time someone else wants to build.

Attorney Winters asked Director Levister if the easement would be dictated by ordinance. Director Levister stepped to the podium and stated that the setbacks would be determined by that, but the centerline for the right-a-way would be a decision of County Council and

the Road Department. Attorney Winters stated that there is a specific criteria that would be used, not just pulling a number out of the air.

Attorney Winters told Mr. Trotter they could have a conversation before anything is solidified. Trotter asked if the easement would have the same setbacks as a road. Director Levister stated the County would make that decision with the road department. Director Levister also stated that the county would maintain the easement, so they would maintain what the right-a-way is going to be. Mr. Trotter stated he understood.

Chairman Raines asked if once the easement is made would it be apart of the property. Attorney Winter stated it would run with the property. Mr. Trotter said when the county makes determination, anytime someone wants to build on the lots, the surveyor will have to know dimensions of easement and what applicable setbacks the county decides. Attorney Winters stated that is correct, but it will already be standing so will not have to be revisited. Mr. Trotter had no further questions nor statements.

Chairman Raines asked the Commission if they had any further thoughts. None were mentioned. Chairman Raines made a motion to approve the rezoning, as the easement legalities have been cleared up; seconded by Vice Chairman Smith. Vote 6-0, approved to rezone from R1 to RG-2.





**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: 9-21-2021 Case # CCMA 21-28 Invoice # Remanded (4043)

The applicant hereby requests that the property described to be rezoned from R-1 to RG-2

Please give your reason for this rezoning request:  
want to purchase a mobile home

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: Georgetown Rd Great Falls S.C. 29055  
 Tax Map Number: 160-00-00-025-000 Acres: 0.546

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

PLEASE PRINT:

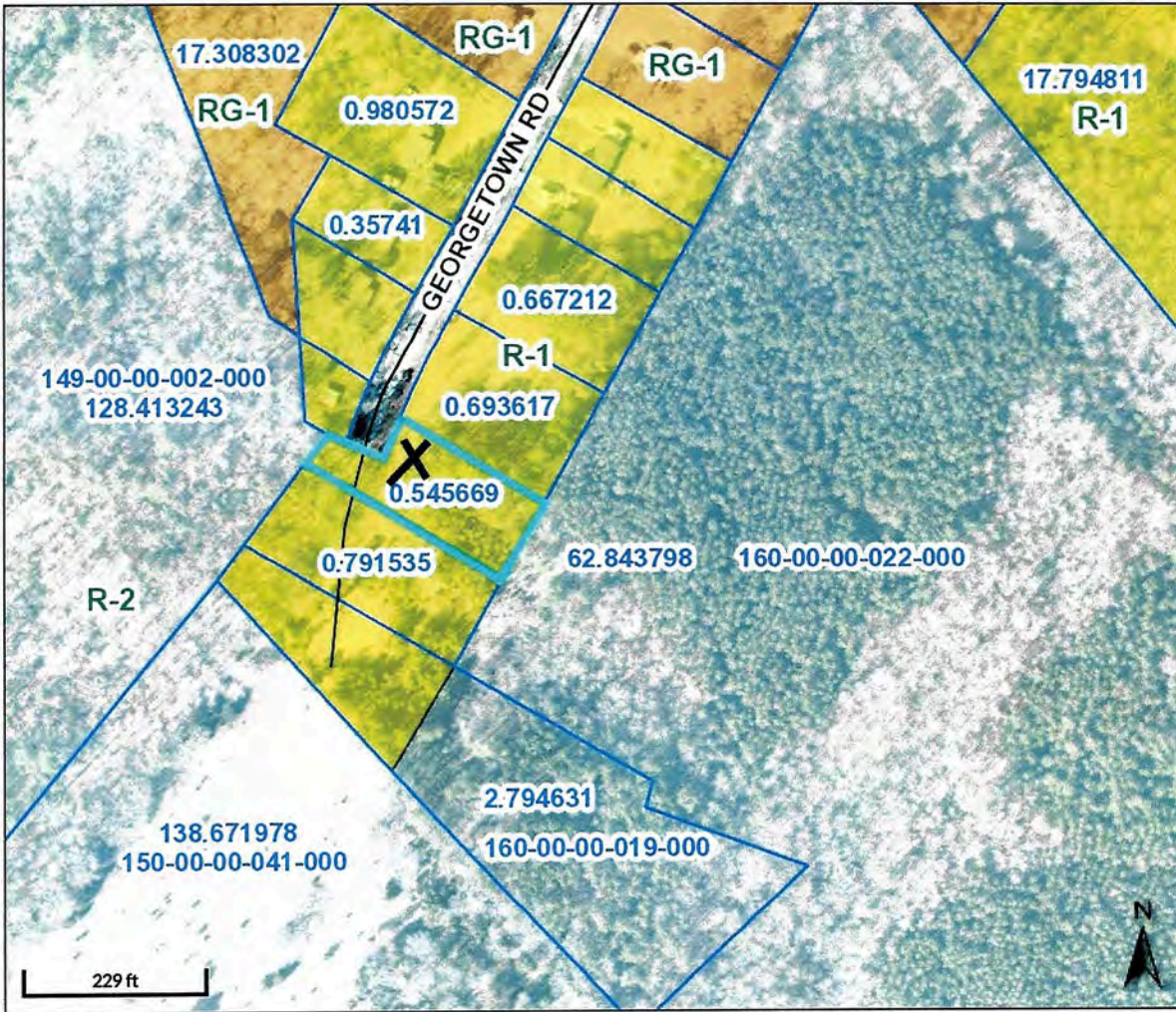
Applicant(s): Mattie Howze  
 Address 5262 George Beard Ave Great Falls SC 29055  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): \_\_\_\_\_  
 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: Mattie Howze Date: 8-18-2021  
 Applicant signature: Mattie Howze Date: 8-18-2021

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**
- Municipals
  - Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

Parcel ID 160-00-00-025-000  
 Sec/Twp/Rng n/a  
 Property Address  
 District 01  
 Brief Tax Description LOT 3

Alternate ID n/a  
 Class RN  
 Acreage 0.546

Owner Address HOWZE MATTIE  
 5262 GEORGE BEARD AVE  
 GREAT FALLS SC 29055

(Note: Not to be used on legal documents)

Date created: 9/23/2021  
 Last Data Uploaded: 9/23/2021 3:18:40 AM

Developed by  Schneider  
 GEOSPATIAL



**CCMA21-29:** Leonard Stevens Bishop request Tax Map # 079-00-00-032-000 located on Village Dr, Chester SC to be rezoned from RG-1 (Multi-family Residential) to LC (Limited Commercial)

Chairman Raines opened this case by stating the entire property is not up for rezoning. As indicated on the Rezoning Application, it is just 5.882 acres.

Leonard Stevens Bishop, of 531 Sherwood Circle Chester, SC, stepped to the podium and stated he was here to represent the Herbert and Anna Lutz foundation. The foundation was established in 1996 to help and support the Community of Chester; in areas such as Health, Education, Religious Groups, Organizations, and various projects. All grantees must be 501C status. Since inception, the foundation has given the community and surrounding areas 8 million dollars - through 750 applicant grants.

Mr. Bishop continued to explain; Mr. Lutz appointed his niece Joanna Guyton and husband Dewey Guyton as directors of the foundation. They are responsible of day-to-day operations, along with three board members. The current primary office space for the foundation is in their family home. They plan to build a 1200 sq. ft. permanent office space on the property, to house the Lutz Foundation, if rezoned. Their future plans are to sell their personal property, that money will go to the foundation, and they will need a space for the foundation to continue to exist. Bishop stated the request is to rezone from RG1 to LC to provide a house/house-office for the Lutz foundation.

Chairman Raines asked the Commission if they had any questions for Mr. Bishop. There was none.

Chairman Raines asked if any member of the public would like to speak in opposition of this request. No member of the public spoke up. Chairman Raines then asked if there was any member of the public that would like to speak in favor of the request. Again, no member of the public spoke up.

Commissioner Grant made a motion to approve the rezoning request as requested; seconded by Commissioner Howell. Vote 6-0 to approve.



**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: 9.21.21 Case # CCMA21-29 Invoice # 4243

The applicant hereby requests that the property described to be rezoned from RC-1 to LC

Please give your reason for this rezoning request:

To build office home for the CLARENCE H AND ANNA E Lutz FOUNDATION.

*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: 55114

Property Address Information

Property address: VILLAGE DRIVE, CHESTER, S.C. 29706  
 Tax Map Number: 079-00-00-032 Acres: 5.882

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

PLEASE PRINT:

Applicant(s): LEONARD STEVENS Bishop  
 Address: 729 VILLAGE DRIVE, CHESTER SC 29706  
 Telephone: [REDACTED] cell [REDACTED] work [REDACTED]  
 E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): DEWEY B. GUYTON, PRESIDENT  
CLARENCE H. AND ANNA E Lutz FOUNDATION  
 Address: P.O. Box 147 (1373 WEST END ROAD) CHESTER, S.C. 29706  
 Telephone: [REDACTED] cell [REDACTED] work [REDACTED]  
 E-Mail Address: [REDACTED]

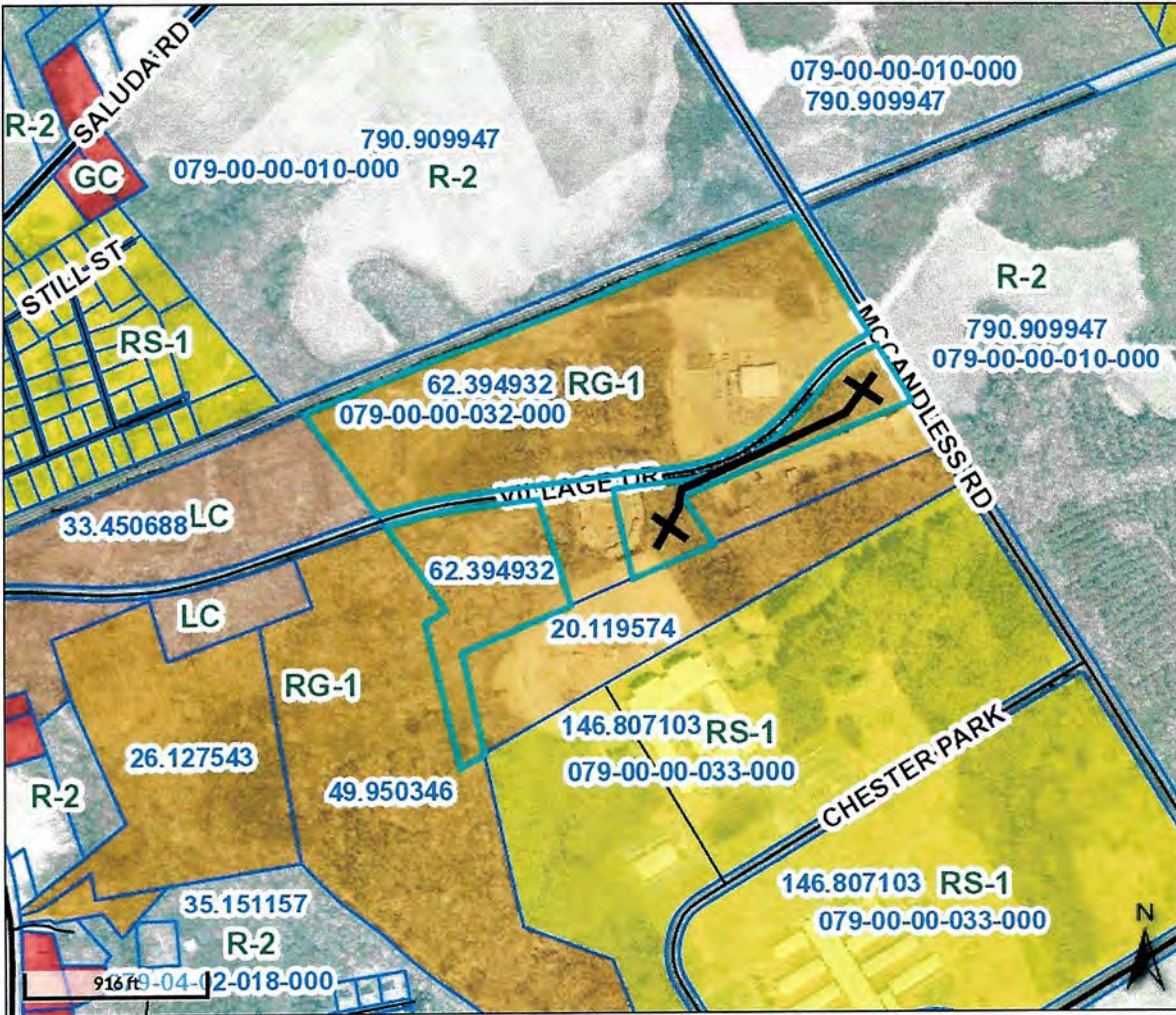
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Dewey B. Guyton Date: 8-3-2021

Applicant signature: Leonard Stevens Bishop Date: 8-3-2021

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





**Overview**



**Legend**

- Roads**
- Secondary Road
  - SC Highway
  - Municipals
  - Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

Parcel ID 079-00-00-032-000  
 Sec/Twp/Rng n/a  
 Property Address 729 VILLAGE DR  
 District 02  
 Brief Tax Description MCCANDLESS ROAD

Alternate ID n/a  
 Class EX  
 Acreage 62.395

Owner Address SECOND BAPTIST CHURCH  
 962 MCCANDLESS ROAD  
 CHESTER SC 29706

(Note: Not to be used on legal documents)

Date created: 9/23/2021  
 Last Data Uploaded: 9/23/2021 3:18:40 AM

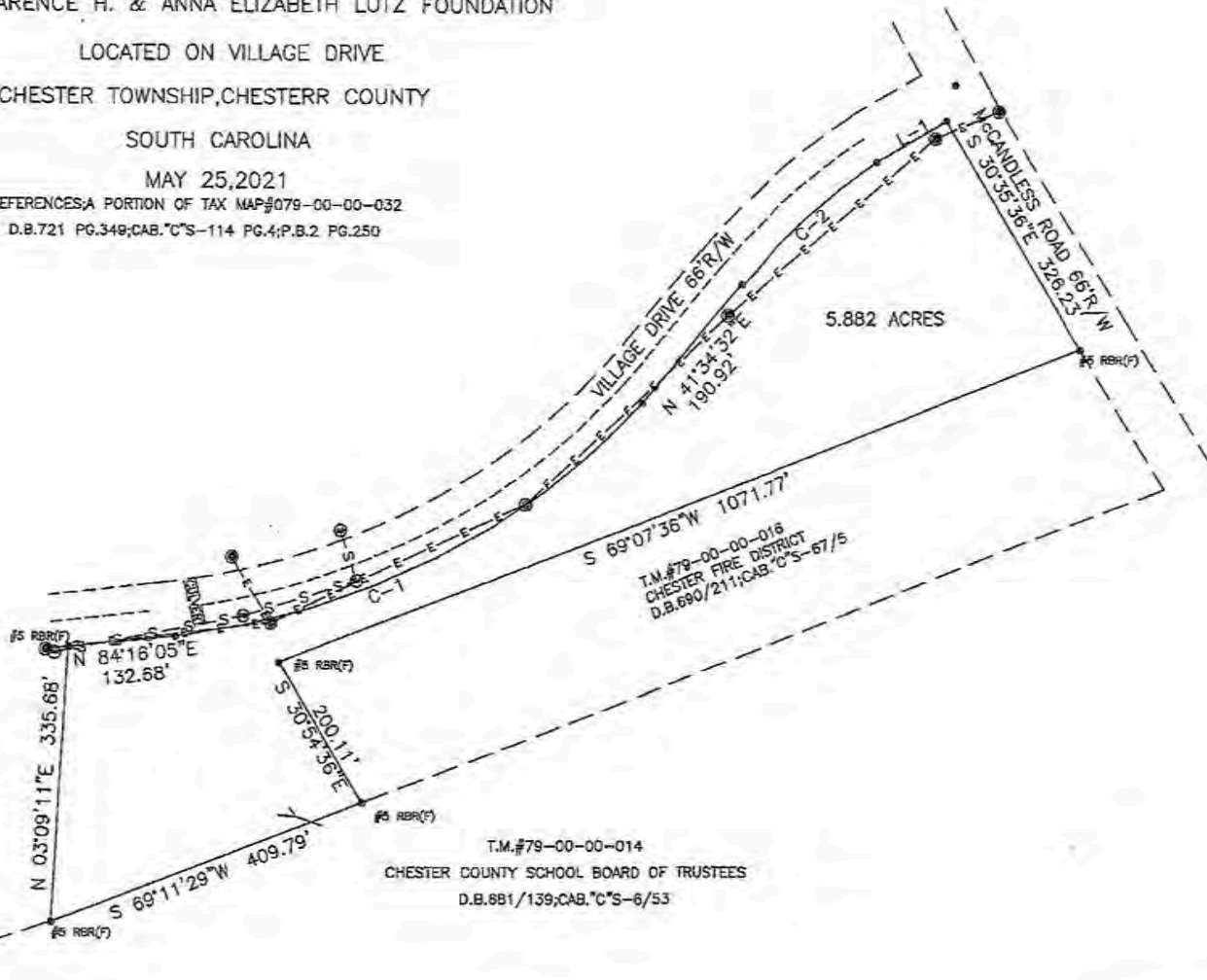
Developed by  **Schneider**  
 GEOSPATIAL

MAGNETIC NORTH

PLAT OF SURVEY FOR  
 THE CLARENCE H. & ANNA ELIZABETH LUTZ FOUNDATION  
 LOCATED ON VILLAGE DRIVE  
 CHESTER TOWNSHIP, CHESTERR COUNTY  
 SOUTH CAROLINA

MAY 25, 2021  
 REFERENCES A PORTION OF TAX MAP #079-00-00-032  
 D.B. 721 PG. 348; CAB. °C°S-114 PG. 4; P.B. 2 PG. 250

5.882 ACRES



T.M. #079-00-00-050  
 COTTAGES OF CHESTER VILLAGE  
 D.B. 867/210; CAB. °D°S-55/6

NOTE:  
 EIP = EXISTING IRON PIN  
 NIP = NEW IRON PIN  
 PK = PK NAIL  
 RSR = RAILROAD SPIKE  
 P.P. = PINCHED PIPE

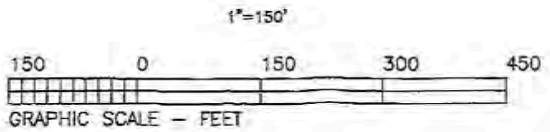
T.M. #79-00-00-014  
 CHESTER COUNTY SCHOOL BOARD OF TRUSTEES  
 D.B. 681/139; CAB. °C°S-6/53

CALL TABLE:

C-1	A=659.61'
	R=933.00'
	C=845.96' N 63-35-34 E
C-2	A=230.30'
	R=717.00'
	C=229.32' N 48-36-08 E
L-1	N 60-28-31 E 101.04'

NO NEW LOTS OR LINES ESTABLISHED

HIPP LAND SURVEYING, INC.  
 3574 VICTORIAN HILLS DRIVE  
 RICHBURG, S.C. 29729  
 PHONE (803) 789 3716



THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPP AND WAS COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH CAROLINA, TITLE 40, CHAPTER 21, AND IS OF CLASS -A STANDARD. THE AREA (IF SHOWN) WAS DETERMINED USING THE S.W.M. METHOD. ENCROACHMENTS WERE RECORDED AS SHOWN. ENCROACHMENTS ARE AS SHOWN, UNLESS NOTED OTHERWISE. STRUCTURES ARE NOT WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA MAPS.

WILLIAM V. HIPP, P.L.S. 17557



**CCMA21-30:** Nate McDaniel request Tax Map # 060-00-02-010-000 located at 1047 Pinckney Rd, Chester SC to be rezoned from R2 (Rural 2) to ID-3 (General Industrial)

Nate McDaniel, of 4307 Cahnnas Way Waxhaw, NC, stepped to the podium. Mr. McDaniel explained he and his partner own this property on Pinckney Road and that it has a large hill. His partner is in the retaining wall business and believed that the hill is made of good structural fill. Mr. McDaniel said he had the hill bored and compaction test results confirmed the dirt is good structural fill. He has gone through DHEC and they had a public hearing in Chester. Mr. McDaniel stated DHEC said due to the volume of dirt, even though he is not going sub-grade, nor mining, nor blasting that they needed a mining permit for their intent. The mining NAICS code does not work for the current zoning. He needs to rezone to be able to grade the hill down, make it flat, and hopefully provide structural fill to many projects in and around Chester.

Chairman Raines asked how much in excess they were, under what they could have mined under R2 (current zoning). Mr. McDaniel said that he does not have a straight answer on that. In addition to volume, there is also reclaiming. Due to the fact that the dirt will be leaving site, volume, and unknown duration they (DHEC) felt this should be coded a mining permit. Chairman Raines asked if the intent is to mine this and not to level the property for any other purpose. Mr. McDaniel said the goal is to sell the structural fill and make it flat. What started this endeavor is a group out of Mooresville, approached his partner, looking to purchase a million yards of dirt. If someone was looking for 10 truckloads, a couple times a week, that would take a lot longer. There are some unknowns here and with the growth coming to Chester. I don't have a good answer, as to what the County will want because it could be two years from now. Depending on how the growth goes, without knowing how long it will take, we didn't think it was smart to make a plan just to anticipate changing it.

Chairman Raines said he read in the permit that it mentioned a million cubic feet. He asked if that was the volume Mr. McDaniel was talking about. Mr. McDaniel said the estimate is a million and a half cubic yards and they cannot disturb more than twenty-five acres at one time. They cannot disturb the entire 44 acres at once, cannot go sub-grade, and cannot dig a mine or hole.

Chairman Raines asked if they must complete the reclamation on the 25 acres, before they can move on. Mr. McDainel stated that was correct. Chairman Raines asked if they planned on a standard dump truck. Mr. McDaniel said they estimate between 11 and 17 ton trucks. Chairman Raines asked what their process would be to keep dirt out of the road, as he was familiar with another gravel business that had truck washing stations to wash the tires. Mr. McDaniel said he could do that if need be. DHEC suggested 100 feet of riprap and gravel, we did 400 feet. If that isn't enough, we could do truck washing stations or whatever it takes. Chairman Raines asked if those are functions of DHEC and their permitting of trucking and operating a mine. Mr. McDaniel responded that they (DHEC) does not give

you a plan. He hired a civil engineer and he put in specs and DHEC either allows it or makes changes. That is where the terranean, or below sub-grade, came from.

Commissioner Grant asked what he means by grade level, does that mean level with the road that is going in there. McDaniel said yes, that is correct. It will be level with Hwy 9 or Pinckney Road. Commissioner Grant asked what kind of dirt is being claimed or mined. Mr. McDaniel said pit gravel is most of what they have seen, some orange. He has borium and compaction results and can provide those. Commissioner Grant asked what will be done with the grading and stumps taken out. McDaniel said in the front (of the property) by Hwy 9 is flat and has discussed putting them there. To burn, Mr. McDaniel mentioned, he would have to apply for a burn permit.

Mr. McDaniel also explained that there is a lot of property there. He could work 25 acres and shove stumps to the other side of the property. Commissioner Grant asked if that would be taken out and then put back. Also, would that be a part of the reclamation. Chairman Raines stated the permit reads the topsoil will be redistributed as a part of the reclamation. Mr. McDaniel said that is correct, but thought they were talking about stumps. Commissioner Raines clarified that they were not talking about debris, rather the surface removed before mining. He asked if that would be pushed over to the side and then placed back on top of the final grade. McDaniel said that is right. He will have to plant trees and grass. Chairman Raines asked if the stumps would be burned or hauled off. McDaniel said he would do what the County allowed; burn permits, mulching, whatever makes most sense.

Commissioner Grant asked if the property was logged not too long ago. Mr. McDaniel said correct, it was timbered. Commissioner Grant clarified that those were the stumps he was referring to. He asked Mr. McDaniel what he was going to do with those stumps to get to the pit gravel to be mined. Mr. McDaniel said it would be moved over to the acreage not being mined at the time. Commissioner Grant asked if there was going to be any buffers around the mining operation. Mr. McDaniel said yes that DHEC had them written in the permit.

Vice Chairman Smith asked if there was a plan for stormwater runoff. Mr. McDaniel stated yes. DHEC has approved and it is place. Mr. McDaniel explained they put in additional riprap and a culvert, near the farm pond and adjacent property so water will continue to pass over and through. He paid an engineer to put those in place.

Commissioner Howell asked if the loads are going to be scaled. Mr. McDaniel said if he could, he would like to wait. He has already invested a lot of money into this project and would be nice to capture some back before purchasing scales. If it's a requirement of the County to have them scaled, that's fine. He said he heard if not dealing with rock gravel, you generally do not approach over weights. Commissioner Howell stated that he wanted to be sure Mr. McDaniel realized he would be passing Highway Patrol's main office.



Chairman Raines, in reference to Commissioner Grants previous question, stated that the setbacks are 30 feet, according to the sketch plat. Director Levister stepped to the podium to say that the permit reads 50 feet, a total of 10.06 acres involved in the buffer.

Chairman Raines asked the Commission if they had any additional questions. They did not. Chairman Raines asked if any member of the public wished to speak in opposition of the request.

Blake Woods, of 2038 Price Rd Carlisle, SC, stepped to the podium and said he was not for or against. He owns property that joins Mr. McDaniel's. He asked for clarity on how it would affect his property. He said he received a letter from the County that mentioned General Industrial, so he was thinking an industrial plant.

Mr. McDaniel stepped back to the podium and said the hill goes up and slopes off and he can not do a solid wall, but buffers are in place. Mr. McDaniel said he can take additional precautions, if needed. Mr. Woods asked Mr. McDaniel if there is a fence on the property that connects to his. Mr. McDaniel said he believed there was, but right now is the watershed runoff with rebar. Mr. Woods asked if what Mr. McDaniel is doing would affect property in the area. Mr. McDaniel stated he does not see how it could, that he has to stay 50 ft off and there are grade requirements. Mr. McDaniel offered to have Mr. Woods schedule an appointment to go out and look. Mr. Woods said he would do that at some point. Commissioner Grant asked Mr. Woods what house he lived in. He stated he owns 12.5 adjoining wooded acres.

Chairman Raines asked if there were any additional members of the public that wanted to speak in opposition or favor of the request. Attorney Winters asked that the Commission reiterate the process of rezoning. Chairman Raines said that no matter how the Planning Commission votes, it is only advisory. County Council has three readings that will either approve or deny in an official capacity. Attorney Winters stated this is the only Public Hearing. There is not a public hearing with Council, comments are allowed but it is not an exchange.

Chairman Raines asked if any Commissioners had a recommendation or motion. Commissioner Howell asked that the motion is approved with a reverter clause; once the business is no longer in existence (leveling the lot and removing gravel) that it reverts back to the current zoning classification. Chairman Raines seconded the motion.

Chairman Raines asked if there was any further discussion. Vice Chairman Smith asked staff if the County has an SR4 for stormwater runoff. Director Levister stated the stormwater is regulated by DHEC.

Vote 5-1 to approve. Commissioner Grant was opposed.



**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: 9.21.21 Case # CCMA21-30 Invoice # 4299

The applicant hereby requests that the property described to be rezoned from R-2 to T0-3

Please give your reason for this rezoning request:

PLEASE SEE ATTACHED

*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: 238910

Property Address Information

Property address: 1047 PINCKNEY RD CHESTER, SC 29706  
 Tax Map Number: 060-60-02-010-000 Acres: 44.47

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

PLEASE PRINT:

Applicant(s): M. DANIEL, NATR  
 Address: 4307 CAMNNAS WAY WAXHAW NC 28173  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): REBILCO LLC  
 Address: 4107 CAMNNAS WAY WAXHAW NC 28173  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: REBILCO LLC \_\_\_\_\_

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: [Signature] Date: 26 AUG 21

Applicant signature: [Signature] Date: 20 AUG 21

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



## Reason For Rezoning

1047 Pinelawn Rd is a hill of good structural fill that peaks at approximately 75 feet with estimated volume of 1.5M yards of dirt.

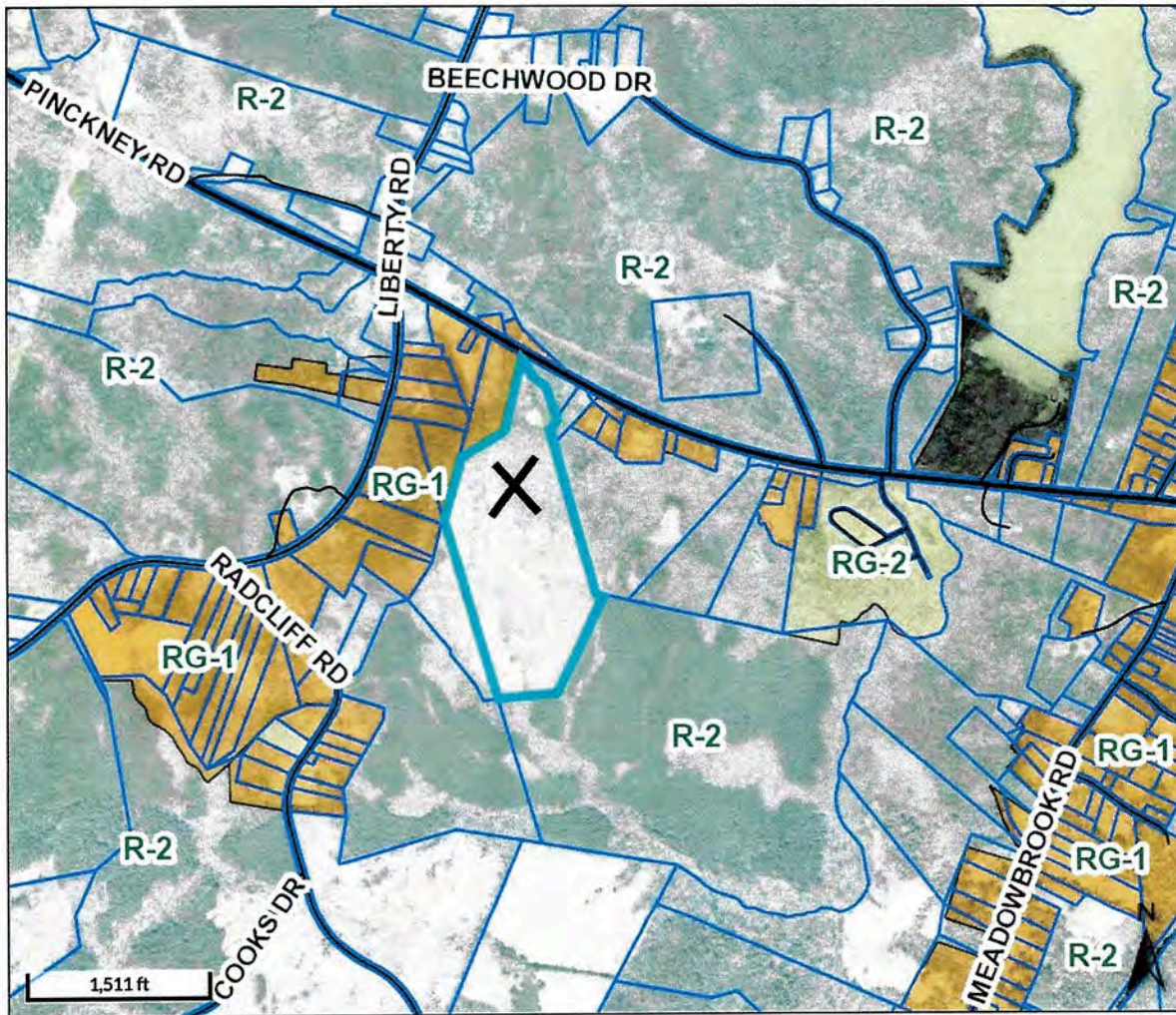
We consulted DHEC for a permit to grade the land and make it flat. Permit (included) specifically notes we are not to go below grade. Our intention is to make the land flat.

Due to volume and not reusing the dirt on site or reclaiming it, DHEC classified it as a mining operation, even though we are not going below grade.

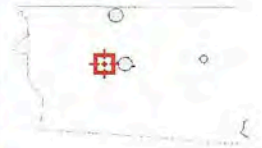
DHEC informed us they communicated with Chester and put out a public notice.

After meeting with the Chester zoning department, we found out that due to NALs code Z38910, the property would need rezoned.





**Overview**



**Legend**

- Roads**
- Secondary Road
  - SC Highway
  - Municipals
  - Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

Parcel ID 060-00-02-010-000  
 Sec/Twp/Rng n/a  
 Property Address 1047 PINCKNEY RD

Alternate ID n/a  
 Class RN  
 Acreage 44.472

Owner Address MCDANIEL NATE-1/2 INT  
 % NATHAN MCDANIEL  
 4107 CAHNNAS WAY  
 WAXHAW NC 28173

District 02  
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 9/23/2021  
 Last Data Uploaded: 9/23/2021 3:18:40 AM



## *Chester County, South Carolina*

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

---

**Date:** October 18, 2021

**To:** County Council

**From:** Susan M. Cok

**Subject:** Approval of Bid – Preventative Maintenance – Fire Apparatus

Chester County Council Members,

On September 28, 2021, the Purchasing Office and Fire Service issued RFP 2122-01. The bids were opened on October 12, 2021. There was 1 bid received and our recommendation is to award the bid to Lesslie Welding & Fabricating out of Rock Hill, SC in the amount of \$29,080.90. This will be a 2-year contract with the option to renew for two (2) additional one (1) year contracts.

Respectfully,

*Susan M. Cok*

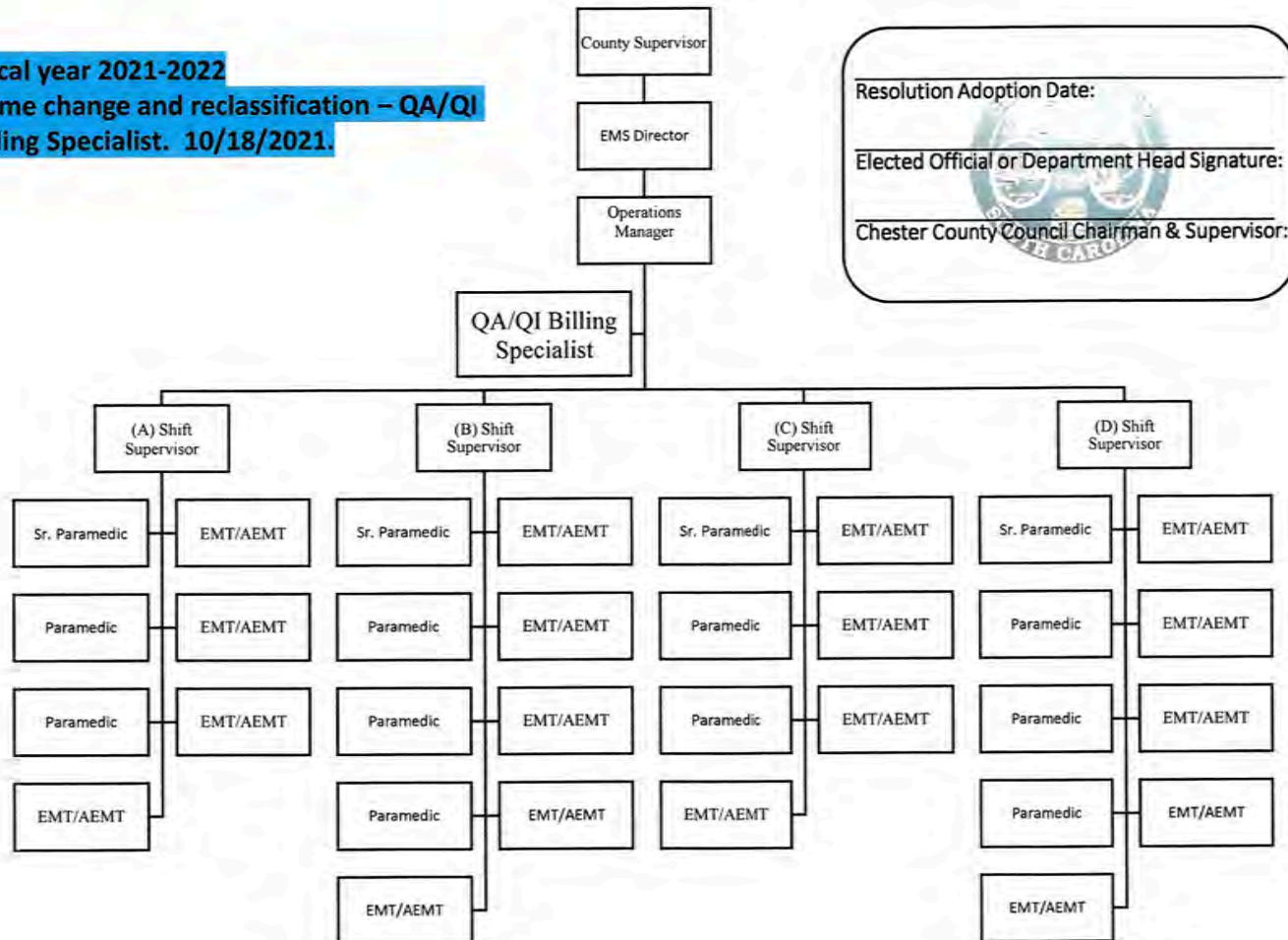
Susan M. Cok,  
Director of Contracts and Procurement



NEW

# EMS – ORGANIZATIONAL CHART

Fiscal year 2021-2022  
Name change and reclassification – QA/QI  
Billing Specialist. 10/18/2021.



Resolution Adoption Date:

Elected Official or Department Head Signature:

Chester County Council Chairman & Supervisor:





## JOB DESCRIPTION

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<b>JOB TITLE:</b>	QA/QI Billing Specialist	<b>FLSA:</b>	Non-Exempt
<b>DEPARTMENT:</b>	EMS Department	<b>DATE:</b>	
<b>REPORTS TO:</b>	EMS Director	<b>PAY GRADE:</b>	N4

---

### **POSITION SUMMARY:**

Quality Assurance/Quality Improvement Billing Specialist

Responsible for providing varied, technical, and confidential administrative duties as well as serves as the department's liaison between the service and third-party billing company.

### **ESSENTIAL FUNCTIONS:**

*This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.*

- Conducts QA/QI on all medical reports.
- Ensures each billable medical call is properly recorded and submitted to the third-party billing service.
- Analyses and reviews synced Patient Care Reports prepared by EMT's and Paramedics after an emergency call is completed to ensure accuracy for billing purposes. Further evaluation of billing provider reports for comparative review. Generates final report of billing for submission to EMS Director for approval.
- Re-routes records with missing information for completion prior to final billing. Information immediately available will be automatically inserted without consultation with EMT.
- Transmit final billing electronically to SCDHEC.
- Coordinate with billing provider for Red Flag and garnishment issues.
- Perform administrative and secretarial duties as required by EMS Director.
- Maximize office productivity through proficient use of appropriate software applications.
- Researches and develops resources that create timely and efficient workflow.
- Research legal requests, responds to subpoenas and patient concerns and inquiries. Coordinates responses with the Count Attorney where necessary.
- Prepares reports for EMS monthly activities.
- Review obituary listings in media reports to determine if listings are also patients so billing provider can coordinate with Probate Judge on outstanding charges.
- Routine interaction with other County Departments, including without limitation, E-911, Solicitor's Office, Sheriff's Office, Finance, Human Resources, County Attorney, and Probate Judge.
- Keeps inventory, order and maintains office and station supplies.
- **Performs other duties as assigned.**

### **QA/QI Billing Specialist**

---

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.





## JOB DESCRIPTION

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

### **Education and Experience:**

High School Diploma/GED AND EMT, AEMT, or Paramedic certification.

### **Required Knowledge and Skills**

Knowledge of:

- Medical reports, terminology, and billing codes.
- County and departmental policies and procedures.
- Correct business English, including spelling, grammar, and punctuation.
- Computer applications related to the work.
- Principles and practices of budgetary and accounting functions.
- Record keeping practices.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Correct business English, including spelling, grammar, and punctuation.
- Techniques for dealing with a variety of individuals from various ethnic and social backgrounds.

Skill in:

- Providing varied and responsible administrative support to department manager and staff.
- Determining the nature of a call, email or visit and recommending appropriate actions or solutions.
- Working without close supervision in standard work situations.
- Performing accurate arithmetic calculations.
- Performing budgetary and accounting functions and duties.
- Maintaining accurate records of work performed.
- Operating standard office equipment.
- Reading and explaining rules, policies, and procedures.
- Understanding and following oral and written directions.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic, and cultural backgrounds, in person and over the telephone.
- Contributing effectively to the accomplishment of team or work unit goals, objectives, and activities.

### **REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:**

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- EMT, AEMT, or Paramedic

### **QA/QI Billing Specialist**

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.



## JOB DESCRIPTION

### PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting and use standard office equipment; stamina to sit for extended periods of time; strength and agility to lift and carry up to 20 pounds; vision to read printed materials and a computer screen, and hearing and speech to communicate over the telephone, email and in person.

**This job description is not deemed to constitute a contract of employment. All employees of the County are in an "At Will" status whose employment may be terminated at any time, with or without notice or cause.**

**I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.**

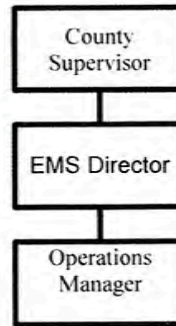
**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

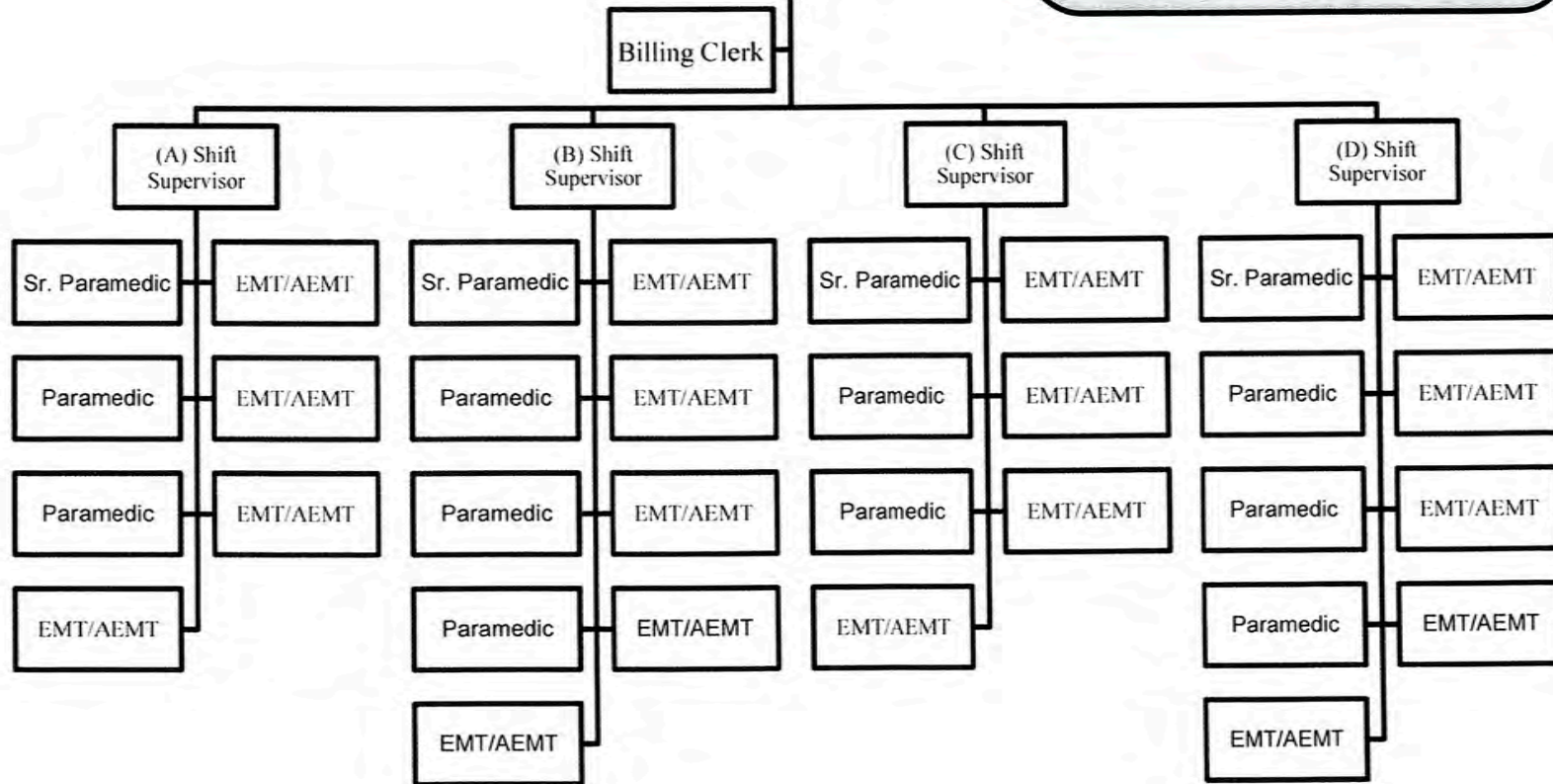


*OLD*  
**EMS – ORGANIZATIONAL CHART**

Fiscal year 2021-2022  
 - Unfroze Ops. Manger



*7-6-2021*  
**Resolution Adoption Date:**  
*[Signature]*  
**Elected Official or Department Head Signature:**  
*[Signature]*  
**Chester County Council Chairman & Supervisor:**





## POSITION DESCRIPTION

### 1. POSITION IDENTIFICATION

<b>Title</b>	Administrative Assistant/Billing Clerk
<b>Functional Area</b>	EMS
<b>Reports to</b>	EMS Director
<b>Salary</b>	As recorded in Payroll
<b>Employment Status</b>	Non-Exempt

### 2. POSITION OBJECTIVE

Manages a variety of general office activities by performing the following duties personally or through supervisors.

### 3. ESSENTIAL FUNCTIONS

The duties listed below are examples of the work typically performed by employees in this classification. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *(Essential functions, as defined under the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act, may include the*

following tasks, knowledge skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)

Analyzes and reviews synced Patient Care Reports prepared by EMT's after an emergency call is completed to ensure accuracy for billing purposes. Further evaluation of billing provider reports for comparative review. Generate final report of billing for submission to EMS Director for approval.

Re-route records with missing information for completion prior to final billing. Information immediately available will be automatically inserted without consultation with EMT.

Transmit final billing electronically to SCDHEC.

Coordinate with billing provider for Red Flag and garnishment issues.

Perform administrative and secretarial duties as required by EMS Director.

Maximized office productivity through proficient use of appropriate software applications.

Researches and develops resources that create timely and efficient workflow.

Researches legal requests, responds to subpoenas and patient concerns and inquiries. Coordinates responses with County Attorney where necessary.

Prepares reports for EMS of monthly activities.

Review obituary listings in media reports to determine if listings are also patients so billing provider can coordinate with Probate Judge on outstanding charges.

Routine interaction with other County departments, including without limitation, E911, Solicitor's Office, Sheriff's Office, Finance, Human Resources, County Attorney and Probate Judge.

**Performs other duties as assigned.**

#### **4. COMPETENCIES REQUIRED**

The following competencies are required for this position:

<b>Communication</b>	Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions. Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read
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	and interpret written information. Must be comfortable with medical terminology.
<b>Team work</b>	Balances team and individual responsibilities; Contributes to building a positive team spirit; Supports everyone's efforts to succeed.
<b>Problem solving</b>	Gathers and analyzes information skillfully; Uses reason even when dealing with emotional topics. Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things. Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reason for decisions; Includes appropriate people in decision-making process; Makes timely decisions. Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.
<b>Self Management</b>	Demonstrates attention to detail. Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities. Observes safety and security procedures; Reports potentially unsafe conditions; Uses equipment and materials properly. Adapts to change in the work environment; Changes approach or method to best fit the situation. Is consistently at work and on time: Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time. Follow instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Complete tasks on time or notifies appropriate person with an alternate plan.
<b>Planning and organizing</b>	Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources.
<b>Ethics</b>	Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values. Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
<b>Technology</b>	Must be proficient with Microsoft Windows platforms. Must also use WebPCR and RescueNet on a regular basis.

<b>Initiative and enterprise</b>	Communicates changes and progress. Shares expertise with others. Responds to requests for service and assistance; Meets commitments. Communicates changes effectively. Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness. Works within approved budget; Develops and implements cost saving measures; Conserves organizational resources. Promotes a harassment-free environment. Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Monitors own work to ensure quality. Meets productivity standards; Completes work in a timely manner. Asks for and offers help when needed. Meets challenges with resourcefulness; Presents ideas and information in a manner that gets others' attention.
<b>Intelligence</b>	Synthesized complex or diverse information; Collects and researches data.

## 5. KNOWLEDGE/SKILLS/ABILITY

### Knowledge, Skills & Ability (Essential):

#### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Education and/or Experience**

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience. Medical Office Assistant certification or medical office experience a distinct advantage in this position.

#### **Language Skills**

Ability to read and interpret documents such as safety rules, SCDHEC regulations, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.

#### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers,



common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

### **Computer Skills**

To perform this job successfully, an individual must be proficient with Microsoft Office platforms including without limitation, Cloud applications. Must be able to use WebPCR and RescueNet.

## **6. ORGANIZATIONAL RELATIOSHIPS/AUTHORITY**

### **ORGANIZATIONAL RELATIONSHIPS**

Reports to: EMS Director

Manages: This position has no supervisory duties.

## **7. PHYSICAL DEMANDS/WORK ENVIRONMENT**

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to talk or hear. The employee is frequently required to stand, walk or sit. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and ability to focus.

### **Work Environment**

The work environment characteristics described here are representatives of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the



essential functions.

The noise level in the work environment is usually moderate.

**ACKNOWLEDGEMENT**

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to the role.

Employee:

Department  
Head:

Signature:

Signature:

Prepared by:

Date Issued:

**NOTHING IN THIS JOB DESCRIPTION SHALL BE DEEMED TO CONSTITUTE A CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF THE COUNTY ARE EMPLOYEES "AT WILL" WHOSE EMPLOYMENT MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE.**

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**SOUTH CAROLINA FORESTRY COMMISSION  
VOLUNTEER FIRE ASSISTANCE (VFA) GRANT  
NATIONAL FIRE PLAN (NFP)  
2021 GRANT APPLICATION/CHECKLIST**



Please TYPE, or print CLEARLY

 Entered on spreadsheet

FEPP Compliance:

Fire Dept./Station Name: <b>Fort Lawn</b>		<input type="checkbox"/> Fire Dept. (FD) <input type="checkbox"/> Rural Fire Dept. (RFD) <input type="checkbox"/> Fire and Rescue	Zip Code <b>29714</b>
Mailing Address: <b>P.O. Box 248</b>		<input type="checkbox"/> Volunteer Fire Dept. (VFD) <input checked="" type="checkbox"/> Other: <b>Fire Protection Dist.</b>	FDID# <b>12202</b>
City: <b>Fort Lawn</b>		County: <b>Chester</b>	
Fire Chief's Name: <b>David A. Dutton</b>		Cell: ( [REDACTED] )	A. # of Volunteer Firefighters: <b>14</b>
Fire Chief's E-mail: [REDACTED]		Work: ( )	B. Total # of Firefighters: <b>÷ 17</b>
			C. % of Volunteers (A/B x 100) = <b>%</b>
Population Protected (#): <b>5,000</b>	# of times funded (last 8 years): <b>2</b>	2021 Total Annual Operating Budget: <b>\$ 98,500</b>	# of Wildfires in 2020: <b>15</b>
Is there a Firewise Community USA in the fire district? <input checked="" type="checkbox"/> No; <input type="checkbox"/> Yes- name:		ISO Rating: <b>4/6</b>	
Is there a Community Wildfire Protection Plan (CWPP)? <input checked="" type="checkbox"/> No; <input type="checkbox"/> Yes- name:		SCTC Office Use Only: MAIN Items Requested	
Return completed Application to: SC Forestry Commission VFA Grant Coordinator- Leslie Woodham PO Box 21707 Columbia, SC 29221-1707		<input type="checkbox"/> Skid Unit; <input type="checkbox"/> VHF Radios; <input checked="" type="checkbox"/> Wildland PPE; <input type="checkbox"/> Dry Hydrant	
		1. _____	
		2. _____	
		3. _____	
		4. _____	
		5. _____	

Amount Requested: 1:1 Matching Funds (PLEASE ROUND TO WHOLE NUMBERS)

a. Grand Total from Form 3 <b>\$5,000.00</b>	<b>Total Expenses</b>	Enter total dollar amount of expected expenses. (the "Grand Total" from Form #3)
b. <b>- \$5,000.00</b>	<b>Fire Dept. Share</b>	Enter remaining share Fire Department will cover (a. - c.). This amount must be at least equal to, or greater than the Grant Allocation
c. <b>= \$10,000.00</b>	<b>Grant allocation</b>	<i>This is the amount the fire department is available to receive</i> Must be between 1,000 and \$5,000!

Place a "Check" below once completed, and ready to be mailed:

<input checked="" type="checkbox"/> 1. VFA Form A:	Completed Application/Checklist (place on top of [REDACTED])
<input checked="" type="checkbox"/> 2. VFA Form B:	List of Wildland Urban Interface (WUI) Communities Protected - Be sure to include all communities protected that would be included in WUI ... list individual communities
<input checked="" type="checkbox"/> 3. VFA Form C:	List of Equipment/Items Requested. Be sure to explain how and where you plan on using the items. If you have a quote on items, please send it with the application.
<input checked="" type="checkbox"/> 4. W-9 Form - Request for Taxpayer ID# and Certification-	Enter fire department name at "Business Name", address, Employer Federal ID#, and includes <b>fire chief's signature</b> . <b>NOTE:</b> → Return the first (FRONT) page of the W-9, not the other 3 pages.
Emailed shapefile OR copied map of fire district/service area	
Fire Chief's Signature: 	Date: <b>10-4 2021</b>
Application due by Oct. 15, 2021 <b>Recommend using Certified Mail!!</b>	

# QUOTE

## RHINEHART FIRE SERVICES

DATE 9/29/2021

22 Piney Park Rd., Asheville NC 28806  
Office 828-273-1789  
Cell Phone 828-424-0780  
ronald@rhinehartfire.com

EXPIRATION DATE 12/29/2021

BILL TO: Fort Lawn Fire Department  
5671 Pleasant Avenue  
Fort Lawn, SC 29714  
Battalion Chief Dutton  
PHONE # [REDACTED]  
Email to: [REDACTED]

Ship To: Fort Lawn Fire Department  
Attn: Chief Dutton  
5671 Pleasant Avenue  
Fort Lawn, SC 29714  
[REDACTED]

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE	
RONALD HUMPHRIES		NET 10		
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL	
10	Veridian#CTRU-D34-000-41-BBB Tech Rescue Black Sigma Coats used for wildland Fire Fighting, Extrication, and Tech Rescue with Fort Lawn on back in 3" lime yellow Scotchlite letters per attached Specifications Up to Size 54 Chest	380.00	3800.00	
10	Veridian#TTRU-D34-000-41-BBB TECH Black Sigma RESCUE TROUSERS Used for Wildland Fire Fighting, Extrication, and Tech Rescue with Belt or Suspenders per attached Specifications. Up to size 48 on pants	324.00	3240.00	
1	Fdts-2100 2100 GALLON STEEL FRAME DROPTANK WITH 22 OUNCE RED VINYL MATERIAL Fire Department is in Chester County, SC 8% Sales Tax	1446.00	1446.00	
OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX OR SHIPPING CHARGES		SUBTOTAL		
		SALES TAX	678.88	
		TOTAL	9164.88	

Quotation prepared by: Ronald Humphries Regional Sales Person Rhinehart Fire Services Inc.

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return:

**THANK YOU FOR YOUR BUSINESS!**



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SOUTH CAROLINA FORESTRY COMMISSION
VOLUNTEER FIRE ASSISTANCE (VFA) GRANT
NATIONAL FIRE PLAN (NFP)
2021 GRANT APPLICATION/CHECKLIST



Please TYPE, or print CLEARLY

Entered on spreadsheet

FEPP Compliance:

Fire Dept./Station Name:
Lando Fire Department

Fire Dept. (FD) Rural Fire Dept. (RFD) Fire and Rescue
Volunteer Fire Dept. (VFD) Other:

Zip Code
29 712

Mailing Address:
P.O. Box 53

City:
Edgemoor

County:
Chester

FDID#
12202

Fire Chief's Name:
Eddie Murphy

Cell:
Work:

A. # of Volunteer Firefighters: 24
B. Total # of Firefighters: 24
C. % of Volunteers (A/B x 100)= 100 %

Fire Chief's E-mail:

Population Protected (#): 2,500 # of times funded (last 8 years) 7
2021 Total Annual Operating Budget \$ 125,000 # of Wildfires in 2020 10 ISO Rating 4

Is there a Firewise Community USA in the fire district?
No; Yes- name:

Is there a Community Wildfire Protection Plan (CWPP)?
No; Yes- name:

SCFC Office Use Only: MAIN Items Requested
Skid Unit; VHF Radios; Wildland PPE; Dry Hydrant
1.
2.
3.
4.
5.

Return completed Application to:
SC Forestry Commission
VFA Grant Coordinator- Leslie Woodham
PO Box 21707
Columbia, SC 29221-1707

Amount Requested: 1:1 Matching Funds (PLEASE ROUND TO WHOLE NUMBERS)

Table with 3 columns: Amount, Description, and Notes. Row a: Grand Total from Form 3 \$ 10,606.00. Row b: Fire Dept. Share - \$ 5,606.00. Row c: Grant allocation = \$ 5,000.00.

Place a "Check" below once completed, and ready to be mailed:

- 1. VFA Form A: Completed Application/Checklist
2. VFA Form B: List of Wildland Urban Interface (WUI) Communities Protected
3. VFA Form C: List of Equipment/Items Requested
4. W-9 Form - Request for Taxpayer ID# and Certification

Fire Chief's Signature: [Signature] Date: 10-11 2021

Application due by Oct. 15, 2021
Recommend using Certified Mail!!



**List of Wildland Urban Interface (WUI) Communities Protected – REQUIRED:**

*Wildland Urban Interface is defined as the area where residences and other human developments meet or intermingle with undeveloped wildland. Generally, rural fire departments protect several such communities.*

*Communities within the WUI are at risk when they are located near woodlands that historically have had wildfires or have the potential to have wildfires.*

Such communities could be...

1. A named subdivision (i.e. gated community).
2. A cluster of homes (10 minimum) in close proximity of each other which could effectively work together to develop and implement actions to protect their homes from wildfire (often known locally by some common name or area of the county).
3. A group of homes with some organizational structure such as a homeowner's association.

Therefore, a town or the service area that a fire department protects may have several such communities that could be threatened by wildfires. These communities are known as Communities at Risk within the Wildland Urban Interface.

List those communities below that

the Lando Fire Department

Protects:



**(Please list the communities in alphabetical order. They are entered on a spreadsheet, and will be very helpful).**



1. Berryhill	11.	21.
2. Culp Quarters	12.	22.
3. Edgemoor Town Limits	13.	23.
4. Forest Brook	14.	24.
5. Richmon Acres	15.	25.
6. Tinkers Creek	16.	26.
7. Victorian Hills	17.	27.
8. Wintercrest	18.	28.
9. Woodberry	19.	29.
10.	20.	30.

Total # of WUI Communities: **9**



Fire Chief Name- Printed <i>Edward Y Murphy</i>	Fire Chief- Signature <i>x Edward Y Murphy</i>	Date <i>10-11 2021</i>
----------------------------------------------------	---------------------------------------------------	---------------------------



2021 VFA Equipment Request List **(in order of priority)**



The Lando Fire Department would like to apply for the Volunteer Fire Assistance (VFA) grant to purchase the following wildland firefighting equipment:

Grant period for item purchase:  
April 1, 2021 to April 30, 2022

Item	Price per Item	# of Items	Total per Item
1. Unication G5 Pager (includes charger for unit)	\$ 708.00	14	\$9,912
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$
6.	\$		\$
7.	\$		\$
8.	\$		\$
9.	\$		\$
10.	\$		\$
11.	\$		\$
Subtotal			\$9,912
Shipping/Freight (if any)			\$0.00
Estimated taxes at 7%			\$694.00

**Grand Total** (this amount will go on the VFA Form 1 as the "Total Expenses")

**\$ 10,606 .00**

Please include quotes on items if available.

Please round this to the nearest number- no decimals

Note: In order to receive priority for specific items (VHF radios, wildland PPE, skid unit, dry hydrant), the **MAJORITY** of the purchases MUST be of those items.

Briefly describe how the above mentioned item(s) will be used to enhance firefighting capacity in the Wildland-Urban Interface (WUI). Attach additional sheet if needed.

The Lando Fire Department plans to use the funding to purchase brand new pagers to enhance our VHF communication efforts. This funding will equip our members with reliable alert communication to respond to all calls for service, to include wildfires, that may occur within our district. Through the purchase of this equipment, it will allow us to replace non-reliable / out of date pagers and provide pagers to new members. This overall effort will ensure that we are able to put firefighters on scene to safely mitigate emergency incidents.

*Eduardo Mungo*  
Fire Chief Signature

10-11-2021  
Date



BWC

## Chester County Sheriff's Office Quote Summary

Keeping your community safer and saving critical budget by bundling our products and services. This program provides your agency with next-generation devices and software, delivering seamless integration, budget predictability and automatic upgrades.

### Hardware:

Axon Body 3 isn't just a camera, it's a rugged communications beacon front-and-center on every call. Featuring enhanced low-light performance, reduced motion blur, and LTE connectivity.

- (63) Body 3 cameras delivered in Year 1 to the Sheriff's Office
- (40) Body 3 cameras delivered in Year 1 to the Jail
- (4) Body 3 cameras delivered in Year 1 by request of the department
- (10) 8-Bay docks for charging and offloading evidence delivered in Year 1.
- All cables, mounts, and power cables included
- Spare cameras included

### Software:

Complete your case with a powerful case management experience, including bulk actions, access controls, and automated suggestions. And save time with efficiency tools like redaction assistant.

- (65) Unlimited Licenses for the Sheriff's Office
- (40) Unlimited Licenses for the Jail
- Axon Capture for every officer (logging Video, Photo and Audio evidence through the axon portal and not on their phone)
- Included Redaction Tools: Skin Blur, Motion Tracking, Manual
- Multi-Cam Playback for each user
- Unlimited body-worn camera storage for each user

\*\*Please note that each basic license comes with 10 GB of a la carte storage included and each pro license comes with 30 GB of a la carte storage.

### Warranties and services:

Automatic refresh on camera units every 2.5 years. This minimizes the chances that an officer goes on duty without a camera, includes on-site spare units, and warranties throughout the life of the contract at no additional cost. This ensures your agency is protected now and in the future.

- Warranty coverage on cameras throughout the contract
- Ability to advance replace lost, stolen, or damaged cameras at no cost to the agency
- (107) of the latest BWC cameras in year 2.5 plus spares
- (107) of the latest BWC cameras in year 5 plus spares
- All new docking stations, mounts, and cables for each BWC refresh



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-335776-44467.933MD

Issued: 09/28/2021

Quote Expiration: 10/14/2021

EST Contract Start Date: 10/15/2021

Account Number: 155232

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-2740 Dawson Dr 2740 Dawson Dr  Chester, SC 29706-5122 USA	Chester County Sheriff's Office - SC Chester County Government A/P 1476 JA Cochran By-Pass CHESTER, SC 29706 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Dearing Phone: Email: Fax:	Phone: (803) 581-5131 Email: Fax:

Program Length	60 Months
<b>TOTAL COST</b>	\$527,554.89
<b>ESTIMATED TOTAL W/ TAX</b>	\$527,554.89

Bundle Savings	\$152,531.62
Additional Savings	\$128,868.09
<b>TOTAL SAVINGS</b>	\$281,399.71

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$85,000.91
Year 2	Sep, 2022	\$110,638.49
Year 3	Sep, 2023	\$110,638.49
Year 4	Sep, 2024	\$110,638.49
Year 5	Sep, 2025	\$110,638.49



Quote Details

Bundle Summary		
Item	Description	QTY
AB3C	AB3 Camera Bundle	63
AB3MBD	AB3 Multi Bay Dock Bundle	10
BWCUwTAP	BWC Unlimited with TAP	65
AB3C	AB3 Camera Bundle	40
BWCUwTAP	BWC Unlimited with TAP	40
AB3C	AB3 Camera Bundle	4
AB3MBD	AB3 Multi Bay Dock Bundle	4

Bundle: AB3 Camera Bundle    Quantity: 63    Start: 10/15/2021    End: 10/14/2026    Total: 0 USD			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	63
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	70
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	70

Bundle: AB3 Multi Bay Dock Bundle    Quantity: 10    Start: 10/15/2021    End: 10/14/2026    Total: 0 USD			
Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	10
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10

Bundle: BWC Unlimited with TAP    Quantity: 65    Start: 10/15/2021    End: 10/14/2026    Total: 332240.64 USD			
Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	65
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	65
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	67
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	65
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	67

A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	260
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2

<b>Bundle: AB3 Camera Bundle    Quantity: 40    Start: 10/15/2021    End: 10/14/2026    Total: 0 USD</b>			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	40
Spare Camera	73202	AXON BODY 3 - NA10	1
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	44
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	44

<b>Bundle: BWC Unlimited with TAP    Quantity: 40    Start: 10/15/2021    End: 10/14/2026    Total: 195314.25 USD</b>			
Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	40
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	40
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	41
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	40
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	41
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	160
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1

<b>Bundle: AB3 Camera Bundle    Quantity: 4    Start: 10/15/2021    End: 10/14/2026    Total: 0 USD</b>			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	4
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5

<b>Bundle: AB3 Multi Bay Dock Bundle    Quantity: 4    Start: 10/15/2021    End: 10/14/2026    Total: 0 USD</b>			
Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	4
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

9/28/2021



JN-Car

## Chester County Sheriff's Office Quote Summary

Keeping your community safer and saving critical budget by bundling our products and services. This program provides your agency with next-generation devices and software, delivering seamless integration, budget predictability and automatic upgrades.

### Hardware:

- (35) Fleet 2 Camera systems Delivered in Year 1 (front and rear facing cameras)
- (35) Fleet 3 Camera systems Delievered in year 2 (front and rear facing camears)
- All cables, mounts, and assessories included

### Software & Services:

- Evidence.com licenses for each vehicle
- View XL licenses included for each vehicle
- Unlimited storage for all Fleet units
- Continuous firmware updates
- Year 1 installation would be from the agency's preferred installer so it is not listed.
- Full installation by our Professional Services team for Fleet 3 in Year 2

### Warranties:

We offer a full 5-year warranty on all Fleet components to minimize downtime and make sure everything runs smoothly.

- Warranty coverage on cameras throughout the contract
- Ability to advance replace lost, stolen, or damaged cameras at no cost to the agency



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-337326-44467.932MD

Issued: 09/28/2021

Quote Expiration: 10/15/2021

EST Contract Start Date: 11/01/2021

Account Number: 155232

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-2740 Dawson Dr 2740 Dawson Dr  Chester, SC 29706-5122 USA	Chester County Sheriff's Office - SC Chester County Government A/P 1476 JA Cochran By-Pass CHESTER, SC 29706 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Dearing Phone: Email: [REDACTED] Fax:	Phone: (803) 581-5131 Email: j [REDACTED] Fax:

Program Length	72 Months
<b>TOTAL COST</b>	\$339,791.39
<b>ESTIMATED TOTAL W/ TAX</b>	\$339,791.39

Bundle Savings	(\$57,083.59)
Additional Savings	\$40,168.60
<b>TOTAL SAVINGS</b>	(\$16,914.99)

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Oct, 2021	\$40,000.00
Year 2	Oct, 2022	\$59,958.26
Year 3	Oct, 2023	\$59,958.26
Year 4	Oct, 2024	\$59,958.26
Year 5	Oct, 2025	\$59,958.26
Year 6	Oct, 2026	\$59,958.26

Quote Details

Bundle Summary		
Item	Description	QTY
DynamicBundle	Dynamic Bundle	35
Fleet3B	Fleet 3 Basic	35

Bundle: Dynamic Bundle    Quantity: 35    Start: 11/1/2021    End: 10/31/2022    Total: 44000 USD			
Category	Item	Description	QTY
Other	71088	AXON FLEET 2 KIT	35
Other	87050	FLEET VIEW XL LICENSE	35
Other	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	35

Bundle: Fleet 3 Basic    Quantity: 35    Start: 11/1/2022    End: 10/31/2027    Total: 269791.39 USD			
Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	70
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	35
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	35
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	35
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	35

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



## Standard Terms and Conditions

### Axon Enterprise Inc: Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

9/28/2021

## FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Chester County Sheriff's Office - SC the ("AGENCY") for the purchase of the Axon Fleet In-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

**Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

**Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

**Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

**Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

**Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables

#### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

#### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

#### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

#### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

#### **VEHICLE INSTALLATION**

#### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

#### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

#### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.



The customary training session does not 'certify' a non-AXON installer, customer-employed installer or customer 3rd party installer, since the AXON Fleet products does not offer an installer certification program. Any work performed by non-AXON installer, customer-employed installer or customer 3rd party installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



## South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

October 7, 2021

Dr. Wylie Fredrick  
Chester County  
1476 J.A. Cochran By-Pass  
Chester, South Carolina 29706-5122

RE: Justice Assistance Grant Program No. 5G001121  
Detention Center Equipment

Dear Dr. Fredrick:

I am pleased to provide you with a grant award approved by this office in the amount of \$19,440 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed grant award within 30 days from the date of this award. The Office of Highway Safety and Justice Programs (OHSJP) is now offering subgrantees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential.) See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

If a subgrantee chooses to continue to provide a wet ink/original signature, this may be mailed in, or scanned and emailed to the OHSJP. Grant award documents may be sent electronically to Kayla Boston at [KaylaBoston@scdps.gov](mailto:KaylaBoston@scdps.gov) or via postal mail to the following address:

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

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for programmatic progress reports are indicated within the attached special conditions.

Sincerely,

Phil Riley  
Director

Attachments

c: Mrs. Jessica Huey  
Justice Assistance Grant Official File

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

**GRANT AWARD**

Subgrantee: Chester County  
Grant Title: Detention Center Equipment  
Grant Period: 10/01/2021 - 9/30/2022      Budget Period: 10/01/2021 – 9/30/2022  
Date of Award: October 1, 2021      Grant No.: 5G001121  
Amount of Award: \$19,440

In accordance with the provisions of the Justice Assistance Grant (JAG) Program, ALN No. 16.738 (Federal JAG Grant #15PBJA-21-GG-00255-MUMU), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized for the Justice Assistance Grants Program.

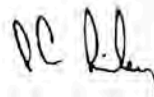
This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

**Payment of Funds:** Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on [www.scdpsgrants.com](http://www.scdpsgrants.com) for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA



\_\_\_\_\_  
Signature of Official Authorized to Sign

\_\_\_\_\_  
Office Of Highway Safety and Justice Programs

**GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND  
CONDITIONS AND ATTACHED SPECIAL CONDITIONS.**





## South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

October 8, 2021

Dr. Wylie Frederick  
Chester County  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706-5122

RE: Coronavirus Emergency Supplemental Funding Grant Program No. ICF20146  
Deputy Remote Connection Equipment

Dear Dr. Frederick:

I am pleased to provide you with a grant award approved by this office in the amount of \$7,350 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed grant award within 30 days from the date of this award. The Office of Highway Safety and Justice Programs (OHSJP) is now offering subgrantees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential.) See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

If a subgrantee chooses to continue to provide a wet ink/original signature, this may be mailed in, or scanned and emailed to the OHSJP. Grant award documents may be sent electronically to Kayla Boston at [KaylaBoston@scdps.gov](mailto:KaylaBoston@scdps.gov) or via postal mail to the following address:

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

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for programmatic progress reports are indicated within the attached special conditions.

Sincerely,

Phil Riley  
Director

#### Attachments

c: Mr. David Peoples  
Coronavirus Emergency Supplemental Funding Grant Official File

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

**GRANT AWARD**

Subgrantee: Chester County  
Grant Title: Deputy Remote Connection Equipment  
Grant Period: 10/01/2021 - 9/30/2022      Budget Period: 10/01/2021 – 9/30/2022  
Date of Award: October 8, 2021      Grant No.: 1CF20146  
Amount of Award: \$7,350

In accordance with the provisions of the Coronavirus Emergency Supplemental Funding (CESF) Grant Program, ALN No. 16.034 (Federal CESF Grant #2020-VD-BX-0099), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized for the Coronavirus Emergency Supplemental Funding Grants Program.


This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

**Payment of Funds:** Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on [www.scdpsgrants.com](http://www.scdpsgrants.com) for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA



\_\_\_\_\_  
Signature of Official Authorized to Sign

\_\_\_\_\_  
Office Of Highway Safety and Justice Programs

**GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND CONDITIONS AND ATTACHED SPECIAL CONDITIONS.**