

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, February 7th, 2022 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. January 25th, 2022 Special Called Minutes.
 - b. January 20th, 2022 Special Called Council Minutes.
 - c. January 4th, 2022 Council Minutes.
- 4. Citizen Comments**
- 5. Public Hearing**
 - a. **3rd Reading of 2021-22** An Ordinance to Approve and Adopt a Memorandum of Understanding between Chester County and the Town of Fort Lawn.
 - b. **2nd Reading of 2021-24** An Ordinance Authorizing The Issuance And Sale Of Not Exceeding \$160,000 Fire Protection District Improvement Revenue Bonds Of Chester County, South Carolina, For The Purpose Of Defraying The Cost Of Improvements To The Richburg Fire Protection District; Prescribing The Form And Details Of The Bond; Providing For The Payment Of The Principal Of And Interest On The Bond From The Revenues Derived From The Operation Of The System; Providing For The Acceptance And Administration Of Grants And Donations; Creating And Establishing Certain Funds And Accounts; And Making Other Covenants And Agreements In Connection With The Foregoing; And Other Related Matters.
 - c. **3rd Reading of 2021-25** An Ordinance To Amend the Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Library Roof).
- 6. Ordinances/Resolutions/Proclamations**
 - a. **2022-1** Proclamation to Honor and Commend Officers of the Sheriff's Offices.
 - b. **1st Reading of 2022-2** An Ordinance to Provide for the Redistricting of Chester County Council Seats Utilizing Popular Data from The 2020 Federal Census In Accordance With The South Carolina Code Of Law.
 - c. **3rd Reading of 2021-22** An Ordinance to Approve and Adopt a Memorandum of Understanding between Chester County and the Town of Fort Lawn.

- d. **2nd Reading of 2021-24** An Ordinance Authorizing The Issuance And Sale Of Not Exceeding \$160,000 Fire Protection District Improvement Revenue Bonds Of Chester County, South Carolina, For The Purpose Of Defraying The Cost Of Improvements To The Richburg Fire Protection District; Prescribing The Form And Details Of The Bond; Providing For The Payment Of The Principal Of And Interest On The Bond From The Revenues Derived From The Operation Of The System; Providing For The Acceptance And Administration Of Grants And Donations; Creating And Establishing Certain Funds And Accounts; And Making Other Covenants And Agreements In Connection With The Foregoing; And Other Related Matters.
- e. **3rd Reading of 2021-25** An Ordinance To Amend the Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Library Roof).
- f. **2022-2** A Resolution to Adopt Multi-Jurisdictional Mitigation Plan.

7. Old Business

- a. Discuss the final report from Moseley Architects regarding the Detention Center. Sheriff Max Dorsey.

8. New Business

- a. Council to authorize the approval of \$52,600.00 to Carraway Construction of Sumter, SC for flooring at the Chester County Health Department. Procurement Director Susan Cok.
- b. Council to authorize the approval of \$70,671.00 to Mace Green Builders of Lancaster, SC for windows at the Courthouse. Procurement Director Susan Cok.
- c. Council to authorize the approval of \$245,596.00 to Mace Green Builders of Lancaster, SC for windows at the Chester County Museum. Procurement Director Susan Cok.
- d. Council to authorize the approval of \$183,825.00 to SM Grading and Excavating of Jonesville, SC for off-site water and wastewater Improvements to Last Step Recycling Facility. Project Manager Kris Phillips.
- e. Council to authorize the approval to accept a \$5000 grant from the SC Forestry Commission to purchase Dual Band Alerting Pagers with a match of \$9336.76.- Richburg Fire Chief T Melton.
- f. Council to consider accepting State funds to hire and equip four new school resource officers for Great Falls Elementary, Lewisville elementary, Chester County Career Center and The Academy for Teaching and Learning. -Captain David Peeples.
- g. Council to authorize the Sheriff's Department to accept a \$20,000 grant from The Chester Healthcare Foundation, no match, to be used toward the purchase of a large drone. - Captain David Peeples.
- h. Council to authorize the Sheriff's Department to accept a \$20,000 grant from The Lutz Foundation, no match, to be used toward the purchase a large drone. -Captain David Peeples.
- i. Council to authorize the Sheriff's Department to accept a \$599,193 grant from US Department of Justice, Comprehensive Opioid, Stimulant & Substance Program with no match. Sheriff Max Dorsey.
- j. Discussion regarding the Detention Center Maintenance Problems- Detention Center Director Wayne Alley.

- k. Discussion regarding funding for additional firefighters, in the light of new development. -Councilman Jordan.
- l. Discussion regarding solar lights along Lancaster Hwy in Richburg. -Councilman Jordan.

9. Boards and Commissions-None

10. Executive Session

- a. Receive legal advice regarding Parks & Recreation Department and Advisory Commission. -Attorney Winters.

11. Council Actions Following Executive Session

- a. Action taken regarding legal advice of the Parks & Recreation Department and Advisory Commission.

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-minutes

When introduced:

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

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

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

SPECIAL CALLED
CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, January 25th, 2022 at 1:00 PM

Minutes

Present: Interim Chairman Dr. Wylie Frederick, Councilwoman Guy and Clerk to Council Karen Lee. Councilman Pete Wilson, Councilman Mike Vaughn, Councilman Brad Jordan and Vice Chairman Joe Branham and Attorney Joanie Winters attended by Zoom.

Absent: Councilman William Killian.

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order at 1:00 pm.
2. **Resolution**
 - a. 2022-1 A Resolution to Accept Opioid Settlement.
Councilwoman Guy motioned to approve, second by Vice Chairman Branham. County Attorney Winters stated the overall allocation for Chester County was \$900,356.82 dollars that could go up or down depending on the final calculation. It would be paid out over an 18-year period. The spreadsheet showed how the money would be allocated each year. Most of the money is front loaded. We would see most of the money in the first 10 years. There is money set aside for attorney's fees for outside legal counsel. And then there is money for a discretionary fund that will sit there but for the most part the spreadsheet is based on the current allocation that has been approved by the Attorney General. The money has very specific expenditures approved so the governor is talking about creating a board that will determine how and when money gets dispersed the County won't get a check. Seems like it would be a reimbursement arrangement. Vote 5-0 to approve.
3. **Adjourn**
Councilman Vaughn motioned to adjourn, second by Vice Chairman Branham. Vote 5-0 to adjourn.

Time: 1:04 PM.

SPECIAL CALLED

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Thursday, January 20th, 2022 at 2:05 PM

Present: Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen Lee.

Vice Chairman Joe Branham joined the meeting by Zoom at 2:10 pm.

Absent: Interim Chairman Wylie Frederick, and Councilman William Killian with prior notification.

1. **Call to Order**-Attorney Winters called the meeting to order at 2:05 pm.

2. **Ordinances**

a. **2022-1 An Ordinance to Suspend the Rules of Procedure.**

Councilman Vaughn motioned to approve, second by Councilwoman Guy. Councilman Wilson asked the reason why the County was going back to suspending the rules. Attorney Winters stated the ordinance states in the interest of COVID and the emergency the County declared in April 2020; this would be a continuation of that declaration of emergency. The rules had not been suspended since July and no one can attend by Zoom, the first order of business tonight is to renew the ordinance to suspend the rules of procedure which would allow council members to attend via zoom in accordance with certain procedures that have been presented to Council months ago. Once the rules are suspended the meeting will be handed over to Vice Chairman Branham to chair the rest of the meeting. Vote 4-0 to approve.

3. **Old Business**

a. **3rd Reading of CCMA21-31:** Raymond F. Reeves request Tax Map #: 079-03-02-007-000 (and to confirm tax map #: 079- 03-02-007-000 has been requested to be combined with 079-03-02- 008-000 is also included) located on First Street, Chester, SC be rezoned from RS-1 (Single Family) to RG-2 (General Residential). Planning Commission voted 7-0 to approve.

Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.

b. **3rd Reading CCMA21-32:** Mitch Benton request a 4.648 portion of Tax Map #: 080-01-02-001-000 located on JA Cochran By-Pass, Chester, SC be rezoned from RG-1 (Multi Family) to (General Commercial). Planning Commission voted 7-0 to approve.

Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.

c. **From CCTC Meeting:**

1. **Action taken regarding approval of a bid from C-Fund to Lynches River Contracting in the amount of \$1,274,964.22 dollars.** Councilman Wilson motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.

4. New Business

- a. Council to consider allowing EMS to use additional ambulances through the fiscal year to assist with calls directly and indirectly associated with COVID. Britt Lineberger.**

Mr. Lineberger stated the state testing returns on positive cases was 29.8%, in Chester County the positive rate was 30.8%. EMS had done 129 rapid test and currently have 74.3 positive cases. He had received the total of death rates in South Carolina since COVID started that came to over 15,000. Chester County had had 127 deaths since the beginning of COVID. The call volume in 2019 for the first 20 days was 414 calls, in the first 20 days of this year 2022 they have had 537 calls, so the call volume has increased. Looking at the data he could not say that all the calls were directly COVID patients, indirectly they also have problems of where they can take patients since most of the primary facilities were on diversion. Most of the time they must wait three to four hours to place a patient.

Treasurer Tommy Darby stated EMS had worked with FEMA on reimbursing our cost, the last reimbursement submitted was denied by FEMA. EMA has appealed the denial. At the time of the request the numbers were low, but with the spike EMA was hoping that FEMA would grant the appeal. The last revenue received was \$250,000 dollars so that offsets, currently they were not sure if FEMA will award any additional funding or the loss of revenue, but he thought the \$250,000 dollars should get them through to the end of this fiscal year. If they don't get the reimbursements, they could do a budget amendment. Councilwoman Guy motioned to fund \$250,000 to allow EMS to use additional ambulances to the end of the fiscal year June 30th, 2022, second by Councilman Jordan. Vote 5-0 to approve.

- b. Council to consider the approval of a bid from Clifton Construction in the amount of \$853,364.00 for the North Chester Fire Station. Susan Cok.**

Councilman Wilson motioned to approve the bid of \$853,364.00 dollars from Clifton Construction for the North Chester Fire Station, second by Councilman Vaughn. Vote 5-0 to approve.

5. Adjourn

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

Time: 2:31 PM.

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, January 4th, 2022 at 6:00 PM

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman William Killian, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen Lee. **Absent:** Councilman Brad Jordan with prior notification.

1. **Call to Order-** Interim Chairman Dr. Wylie Frederick called the meeting to order at 6:07 pm.
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **December 6th, 2021 County Council Minutes.**

Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 4-0 to approve.
Councilman Killian was not present at the December 6th, 2021 meeting and did not vote.
4. **Citizen Comments**

John Agee, PO Box 9, Richburg, SC Finance Director for Richburg Fire Department, stated ordinance number 2021-24 had not had the approval from the Richburg Fire Protection Board and he was not in favor of Council passing this. He asked Council to withdraw the reading or delay it in order for him and the board to have clarity.
5. **Public Hearing-**None
6. **Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of 2021-23 An Ordinance To Adopt The Utility Development Regarding Construction, Financing And Ownership Of Wastewater Collection, Treatment And Discharge Facilities.**

County Attorney Winters stated this was to facilitate Fort Lawn and Gallo regarding anticipated additional use of wastewater collection and treatment the sewage and discharge. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.
 - b. **2nd Reading of 2021-24 An Ordinance Authorizing The Issuance And Sale Of Not Exceeding \$160,000 Fire Protection District Improvement Revenue Bonds Of Chester County, South Carolina, For The Purpose Of Defraying The Cost Of Improvements To The Richburg Fire Protection District; Prescribing The Form And Details Of The Bond; Providing For The Payment Of The Principal Of And Interest On The Bond From The Revenues Derived From The Operation Of The System; Providing For The Acceptance And Administration Of Grants And Donations; Creating And Establishing Certain Funds And Accounts; And Making Other Covenants And Agreements In Connection With The Foregoing; And Other Related Matters.**

County Attorney Winters stated the ordinance was written by Mr. Kozlarek, since Mr. Agee was not in favor of this but would like more time for his board to review the document she suggested postponing until the January 18th meeting so she or the Bond Attorney Michael Kozlarek could discuss this with Mr. Steele. Councilman Wilson motioned to postpone to January 18th, 2022, second by Councilman Vaughn. Vote 5-0 to postpone.

- c. **2nd Reading of 2021-25 An Ordinance To Amend the Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Library Roof).**
Attorney Winters stated at the last meeting the first reading was done by title only, the two were combined, they had been bifurcated so if there are any objections over this one or the next one (Radio Systems Manager) you would have clean hands. Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.
- d. **2nd Reading of 2021-26 An Ordinance To Amend The Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Radio Systems Manager)**
Councilman Wilson asked EMA Director Ed Darby if this would be enough work for a full-time position, this may need to be revisited in two or three years to add more duties. Mr. Darby stated yes, it was a ten-million-dollar project, this position would keep up with over 800 radios along with maintaining them. The Radio User Committee saw a need for this position, in the job description that they put together this position would also perform EMA duties. Councilman Wilson motioned to approve, second by Councilman Vaughn Vote 5-0 to approve.

7. Old Business

- a. **2nd Reading of CCMA21-31: Raymond F. Reeves request Tax Map #: 079-03-02-007-000 (and to confirm tax map #: 079- 03-02-007-000 has been requested to be combined with 079-03-02- 008-000 is also included) located on First Street, Chester, SC be rezoned from RS-1 (Single Family) to RG-2 (General Residential). Planning Commission voted 7-0 to approve. Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.**
- b. **2nd Reading CCMA21-32: Mitch Benton request a 4.648 portion of Tax Map #: 080-01-02-001-000 located on JA Cochran By-Pass, Chester, SC be rezoned from RG-1 (Multi Family) to GC (General Commercial). Planning Commission voted 7-0 to approve. Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.**
- c. **From CCTC meeting 1-4-2021:**
 - 1. **Action taken to reimburse the Road Department for road maintenance from September 29th 2021, to December 3rd ,2021, in the amount of \$20,133.05 dollars. Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.**
 - 2. **Action taken regarding installing a sidewalk on the north side of Hwy 9 from Crenshaw Parkway to Edgeland Road. Vice Chairman Branham motioned to take action to apply for the SCDOT guide share fund, second by Councilman Wilson.**
 - 3. **Action taken regarding pedestrian traffic on Hwy 9 at the Gayle. Taken as information.**
 - 4. **Action taken regarding bridge repair/replacement on Ross Dye and Mountain Gap Road. Councilman Vaughn motioned that Council authorize Dr. Frederick with SCDOT to arrange a meeting with SCDOT to expedite bridges on Ross Dye and Mountain Gap Road, second by Vice Chairman Branham. Vote 5-0 to approve.**
 - 5. **Action taken regarding the approval of a bid for C-fund to Lynches River Contracting in the amount of \$ 605,742.40 to resurface Minter and Pilgrim Road. Councilwoman Guy motioned to except the bid of \$605.742.40 to resurface Minter and Pilgrim Road, second by Councilman Killian. Vice Chairman Branham stated only Minter Road will be completely paved, Pilgrim Road will be partially paved. Councilman Killian withdrew his second**

and Councilwoman Guy withdrew her motion. She then motioned to approve the bid of \$605,742.40 to resurface Minter Road and to resurface two and half miles of Pilgrim Road, second by Councilman Killian. Vote 5-0 to approve.

6. **Action taken regarding project development processes for SCDOT managed “C “projects.**
Taken as information.

8. **New Business**

- a. **Council to authorize Animal Control to apply for Two Mauds matching grant for \$5000 dollars.**
Animal Control Director Kelly Simoneau. Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

- b. **Discussion regarding overtime. - Councilman Wilson.**

Councilman Wilson stated starting in the new year he thought it would be a good time to look at overtime and asked Treasurer Tommy Darby to come to the podium. Mr. Darby stated the report from December 31st showed \$362,000 dollars had been spent in overtime. Through a five-year average for that six-month period, it showed \$350,000 so the County is right on target. The departments look good, the only one that may run over would be the EMS department. He had spoken with EMS Director Britt Lineberger, who stated to him they were seeing increases in calls along with employees call outs due to leave request and having significant leave accruals. They also have four employees who are on extended medical leave so other employees are having to cover those spots.

- c. **Appointments to the Grievance Committee- County Council.**

Vice Chairman Branham stated he would like to do a consent motion to approve all at one time. Joe Roberts, Britt Lineberger, Suzette Elms, Charles Wells, Braylin Brown along with Sherri McCree and Lawanna Thompson as alternatives, second by Councilman Vaughn. Vote 5-0 to approve.

- d. **Nomination for Chester County Council Vice Chairman. -County Council.**

Councilman Vaughn motioned to nominate Joe Branham, second by Councilman Wilson. Vote 5-0 to approve.

9. **Boards and Commissions- None**

10. **Executive Session-None**

11. **Council Actions Following Executive Session**

12. **Council Comments**

Councilwoman Guy stated the Martin Luther King annual parade will be January 16th.

Councilman Vaughn stated he would like to encourage everyone to get vaccinated against Covid.

Vice Chairman Branham wished everyone a prosperous New Year and enjoyed working with everyone.

Interim Chairman Dr. Frederick thanked all the first responders for all they do.

13. **Adjourn-Councilman Killian motioned to adjourn, second by Councilman Vaughn. Vote 5-0 to adjourn.**

Time: 7:00 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 of Chester)

Ordinance No. 2022 -2

**AN ORDINANCE TO PROVIDE FOR THE REDISTRICTING OF CHESTER COUNTY COUNCIL SEATS
UTILIZING POPULAR DATA FROM THE 2020 FEDERAL CENSUS IN ACCORDANCE WITH THE SOUTH
CAROLINA CODE OF LAW**

Whereas Section 4-9-90 of the South Carolina Code of Laws, requires South Carolina counties (in which council members are elected from defined single-member election districts) to reapportion the boundaries of such districts subsequently to adoption by the State of each federal decennial census; and

Whereas The State has accepted the 2020 Federal Census data, and

Whereas Chester County Council has employed the services of the South Carolina Revenue and Fiscal Affairs Office to ensure the equitable redistricting of Chester County's seven single-member districts; and

Whereas Chester County has been provided with statistical data and maps for the seven single member districts to assist it in complying with the 1965 U.S. Voting Rights Act (see attached map).

NOW, THEREFORE, BE IT ORDAINED :

1. The statistical data and the maps provided by the South Carolina Revenue and Fiscal Affairs Office pertaining to the County Council districts will be retained by the Clerk to the Chester County Council and the Interim County Supervisor.
2. A copy of the final map delineating the geographical boundaries of the County Council Districts as redrawn for this ordinance is attached hereto and made a part of this ordinance, with detailed census information pertaining to such districts residing in the custody of the South Carolina Revenue and Fiscal Affairs Office.
3. The map attached and incorporated by reference into this ordinance is hereby adopted upon a majority vote of council as the Redistricting Map of Chester County.

AND IT IS SO ORDAINED this the ___ day of _____, 2022.

1st Reading February 7th, 2022
2nd Reading February 15th, 2022
3rd Reading February 24th, 2022
Public Hearing February 24th, 2022

CHESTER COUNTY COUNCIL

Dr. Wylie Frederick, Interim Supervisor

ATTESTED:

Karen Lee, Clerk to Council

APPROVED AS TO FORM AND CONTENT:

Joanie Winters, County Attorney



2020 REDISTRICTING BENCHMARK REPORT

CHESTER COUNTY

REPORT PREPARED BY:

South Carolina Revenue and Fiscal Affairs
Rembert Dennis Building, Room 419
1000 Assembly Street
Columbia, South Carolina 29201
(803)-734-3793

October 18, 2021

REDISTRICTING REPORT 2020
PRESENTED TO: CHESTER COUNTY

The South Carolina Revenue and Fiscal Affairs Office (RFA) has prepared the following analysis and accompanying maps regarding the redistricting for Chester County Council.

RFA strives to release data that is complete, accurate, and useful. However, we ask that you notify us, either by email (redistricting@rfa.sc.gov) or phone (803-734-3793), of any discrepancies.

ITEMS TO NOTE PRIOR TO REVIEWING THIS REPORT:

- The 2020 Census presents new challenges regarding redistricting as the data below the state level will be affected by the U.S. Census Bureau's efforts with respect to differential privacy. The Bureau has stated that the total population in each state will be "as enumerated," but that all other levels of geography could have some variance from the raw data. This variance is referred to by the Census Bureau as "injecting noise" into the data and is an attempt to improve privacy. The bureau has indicated that no "noise" will be injected into the state total population, but it is likely that noise will be injected for every other level of geography. More noise is injected as the geography levels get smaller. In other words, population counts at the county, city, or block level may not be "as enumerated".
- Race is defined following the guidance provided in OMB Bulletin No. 00-02 which allocates population counts of a "minority race and white" category to the minority race. In Tables 2 and 3, NH DOJ Black is the sum of Non-Hispanic Black and Non-Hispanic Black and White as recommended by the Department of Justice (DOJ).

CONSIDERATIONS FOR PRELIMINARY PLAN:

In developing a preliminary plan, RFA recommends following constitutional and statutory provisions:

- The requirement of “one person, one vote” under the Equal Protection Clause of the 14th Amendment and accepted variances.
- The Voting Rights Act, primarily Section 2, which protects the interest of the racial minority population.
- Other applicable court decisions and federal and state law.

Further, RFA recommends the following set of traditional redistricting principles be considered:

- Districts or wards will be drawn contiguously, so that all parts of the district or ward are connected to each other.
- Districts or wards will be drawn to minimize the division of voting precincts.
- Districts or wards will be geographically compact to the extent practicable, such that nearby areas of population are not bypassed for a more distant population.
- Districts or wards will be drawn, when feasible, with respect to existing districts and communities of interests, which will require input from Council and the citizens.
- Districts or wards will be drawn to comply with other applicable court decisions and federal and state laws.

2020 CENSUS BENCHMARK REPORT

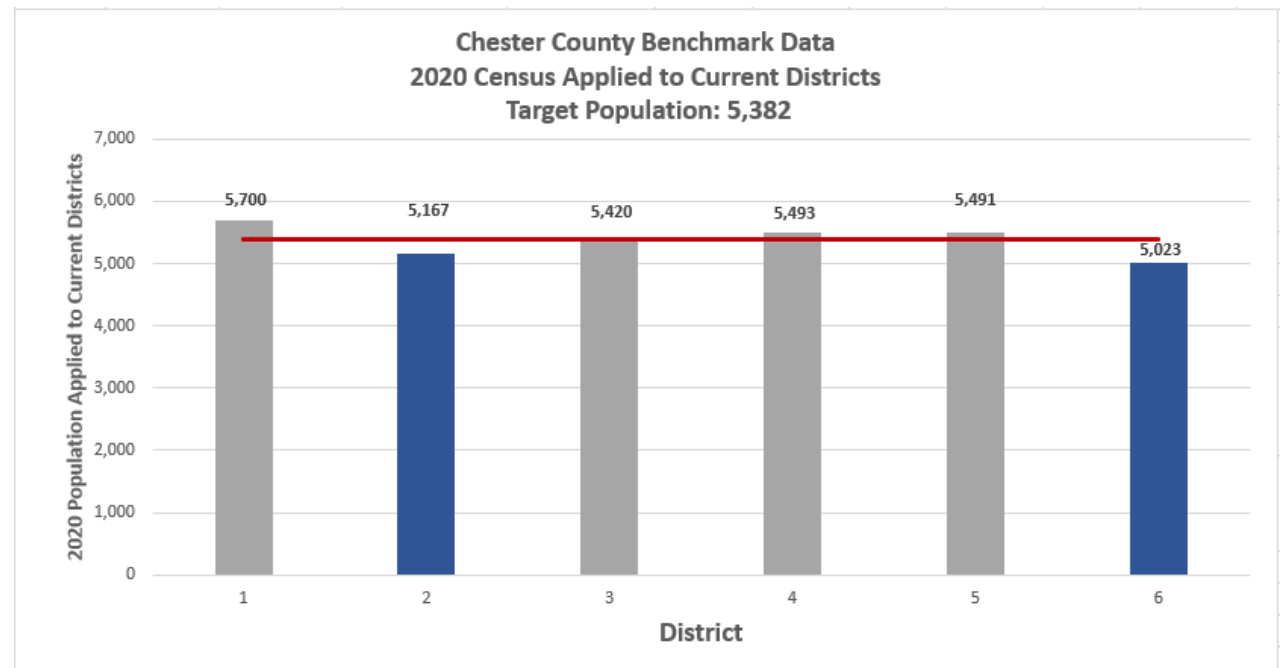
The population of Chester County has decreased 2.55% from 33,140 to 32,294. As a result, the ideal district changed from 5,523 to 5,382. The Benchmark Report noted a deviation range of 12.58% (the sum of the highest deviation, 5.90%, and the absolute value of the lowest deviation $|-6.68\%|$) which is above the maximum range of 10%. RFA recommends a deviation range of 5%.

The following table and chart show which districts are (under-) or over-populated indicating potential adjustments needed to be within the allowable deviation range.

TABLE 1: 2020 CENSUS COUNTS APPLIED TO CURRENT DISTRICTS

District	2020 Census	Goal	Over/(Under)	% Deviation
1	5,700	5,382	318	5.90%
2	5,167	5,382	(215)	-4.00%
3	5,420	5,382	38	0.70%
4	5,493	5,382	111	2.06%
5	5,491	5,382	109	2.02%
6	5,023	5,382	(359)	-6.68%
Summary				
Lowest	-6.68%			
Highest	5.90%			
Range	12.58%			

CHART 1:



MAP 1:

Current County
Council District Lines and
Addresses of Incumbents

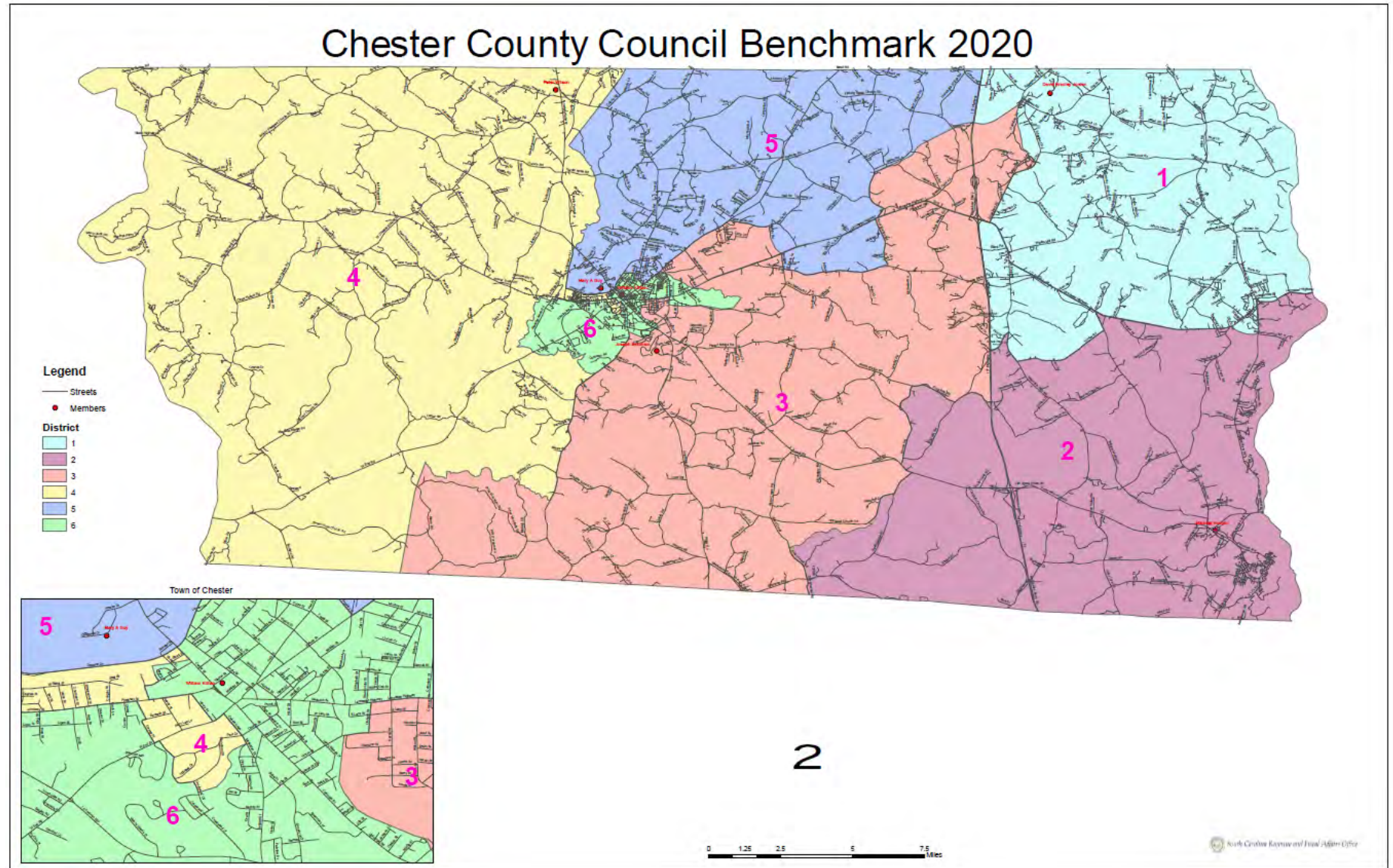


TABLE 2: TOTAL POPULATION BY RACE *RACE DEFINED USING DOJ DEFINITIONS. NOT HISPANIC OR LATINO IS ABBREVIATED AS NH.

District	Total	Hispanic	% Hispanic	NH White	% NH White	NH DOJ Black*	% NH DOJ Black	NH Other Race	% NH Other Race
1	5,700	178	3.12%	3,887	68.19%	1,401	24.58%	234	4.11%
2	5,167	75	1.45%	3,407	65.94%	1,504	29.11%	181	3.50%
3	5,420	167	3.08%	4,023	74.23%	985	18.17%	245	4.52%
4	5,493	115	2.09%	3,671	66.83%	1,509	27.47%	198	3.60%
5	5,491	143	2.60%	2,104	38.32%	3,077	56.04%	167	3.04%
6	5,023	117	2.33%	1,499	29.84%	3,280	65.30%	127	2.53%
Total	32,294	795	2.46%	18,591	57.57%	11,756	36.40%	1,152	3.57%

TABLE 3: VOTING AGE POPULATION BY RACE *RACE DEFINED USING DOJ DEFINITIONS. NOT HISPANIC OR LATINO IS ABBREVIATED AS NH.

District	Total VAP	Hispanic VAP	% Hispanic VAP	NH White VAP	% NH White VAP	NH DOJ Black* VAP	% NH DOJ Black VAP	NH Other Race VAP	% NH Other Race VAP
1	4,406	108	2.45%	3,119	70.79%	1,012	22.97%	167	3.79%
2	4,063	45	1.11%	2,798	68.87%	1,097	27.00%	123	3.03%
3	4,340	120	2.76%	3,290	75.81%	763	17.58%	167	3.85%
4	4,349	84	1.93%	2,989	68.73%	1,137	26.14%	139	3.20%
5	4,205	71	1.69%	1,709	40.64%	2,302	54.74%	123	2.93%
6	3,781	81	2.14%	1,235	32.66%	2,379	62.92%	86	2.27%
Total	25,144	509	2.02%	15,140	60.21%	8,690	34.56%	805	3.20%

RFA ANALYSIS RESULTS:

Preliminary results of our analysis indicate there does appear to be racially polarized voting in Chester County but more time is needed prior to making a recommendation.

- Voting data was analyzed to determine compliance with Section 2 of the Voting Rights Act.
- The results of the analysis are not absolute due to the limitations of the data; therefore, conclusions are to be used only as a precautionary measure.
- The following techniques were used:
 - Homogeneous Precinct Analysis (Appendix C) – This technique focuses on the racial mix of the precinct. SC voting data is limited for this technique since there is no way to determine the race of the candidate or the voter who cast the ballot.
 - Bivariate Ecological Regression Analysis (Appendix D) – This technique focuses on two aggregate variables and the relationship between them.

RFA RECOMMENDATIONS:

- RFA requests Council conduct a public meeting to discuss this report and solicit feedback from the public.
- RFA recommends Council adopt, through either a resolution or acceptance of this plan, the following traditional redistricting principles:
 - Districts or wards will be drawn contiguously, so that all parts of the district or ward are connected to each other.
 - Districts or wards will be drawn to minimize the division of voting precincts.
 - Districts or wards will be geographically compact to the extent practicable, such that nearby areas of population are not bypassed for a more distant population.
 - Districts or wards will be drawn to comply with other applicable court decisions and federal and state laws.
 - Districts or wards will be drawn, when feasible, with respect to existing districts and communities of interests, which will require input from Council and the citizens.
- RFA recommends Council give careful consideration to minority districts for compliance with Section 2 criteria of the Voting Rights Act.
- Because of the potential effects of differential privacy, RFA recommends Council adopt a deviation range of 5%.

APPENDIX A – POPULATION TREND

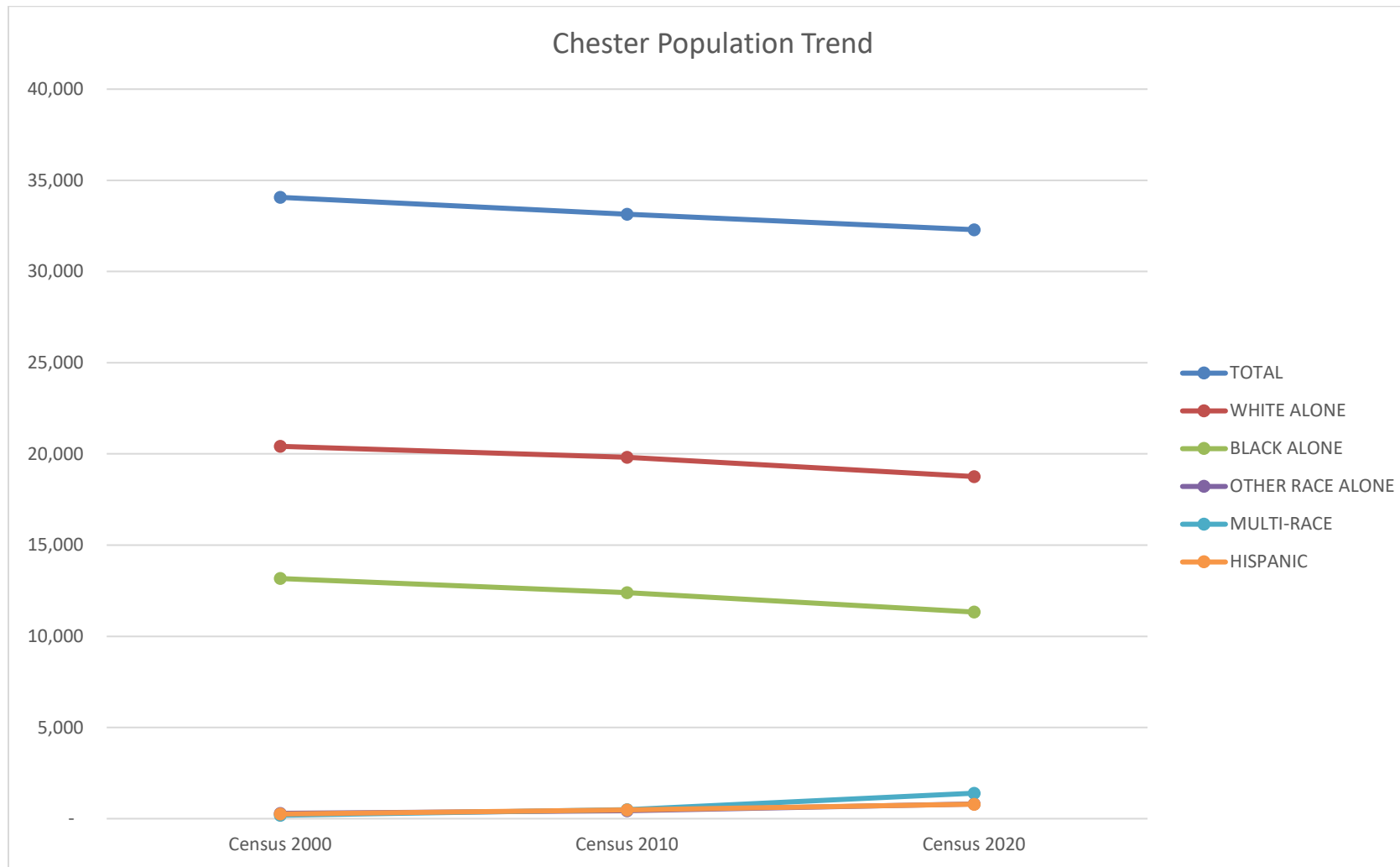
TABLE A-1 PERCENT CHANGE FROM 2010 TO 2020 BY DETAILED RACE CATEGORIES

DOJ Definitions*																										
County	Year	Total Pop	White Alone	Percent of Total	Black Alone	Percent of Total	Other Single Race	Percent of Total	Multiple Race	Percent of Total	Hispanic or Latino Population	Percent of Total	Non-Hispanic White*	Percent of Total	Non-Hispanic Black*	Percent of Total	Non-Hispanic American Indian and Alaska Native*	Percent of Total	Non-Hispanic Asian*	Percent of Total	Non-Hispanic Native Hawaiian and Other Pacific Islander*	Percent of Total	Non-Hispanic Some Other Race*	Percent of Total	Non-Hispanic Multiple Race*	Percent of Total
CHESTER	2010	33,140	19,814	59.79%	12,387	37.38%	437	1.32%	502	1.51%	479	1.45%	19,590	59.11%	12,564	37.91%	244	0.74%	129	0.39%	8	0.02%	47	0.14%	79	0.24%
	2020	32,294	18,759	58.09%	11,330	35.08%	807	2.50%	1,398	4.33%	795	2.46%	18,591	57.57%	11,756	36.40%	607	1.88%	176	0.54%	17	0.05%	224	0.69%	128	0.40%
Percent Change		-2.55%	-5.32%		-8.53%		84.67%		178.49%		65.97%		-5.10%		-6.43%		148.77%		36.43%		112.50%		376.60%		62.03%	

TABLE A-2 PERCENT CHANGE FROM 2010 TO 2020 BY SINGLE RACE CATEGORIES

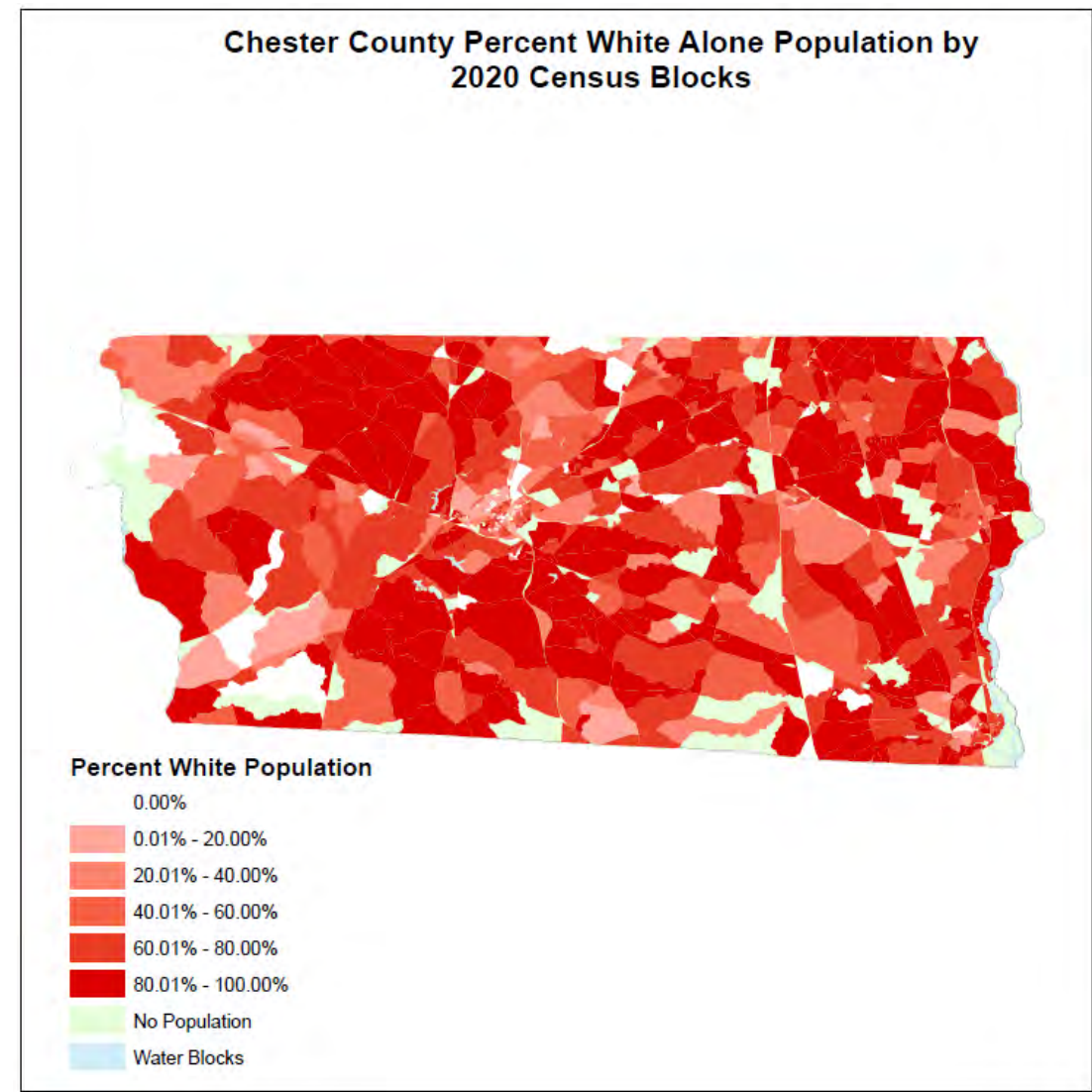
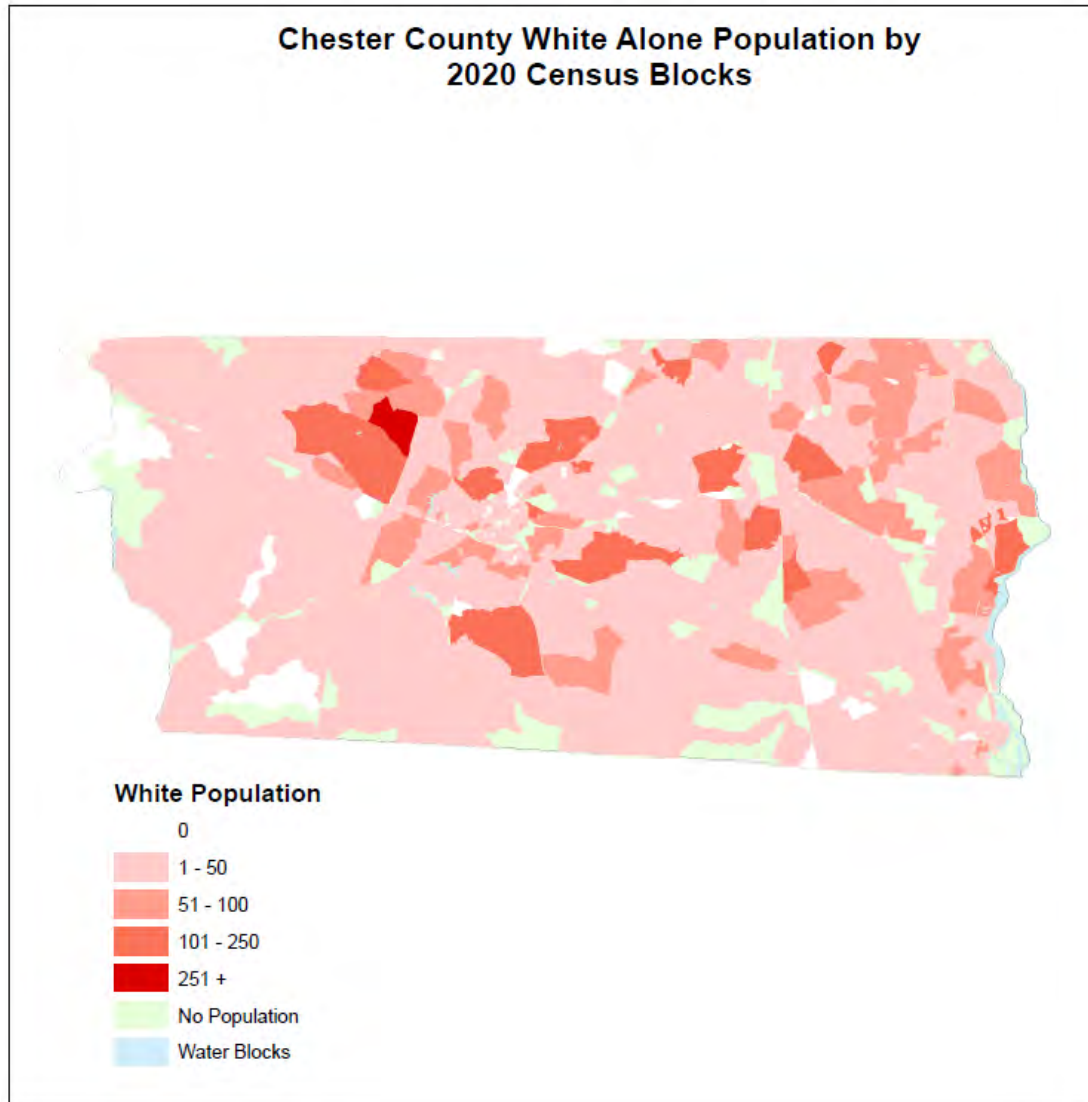
County	Year	Total Population	White Alone	Percent of Total	Black Alone	Percent of Total	Other Single Race	Percent of Total	Multiple Race	Percent of Total
CHESTER	2010	33,140	19,814	59.79%	12,387	37.38%	437	1.32%	502	1.51%
	2020	32,294	18,759	58.09%	11,330	35.08%	807	2.50%	1,398	4.33%
Percent Change		-2.55%	-5.32%		-8.53%		84.67%		178.49%	

CHART A-1 POPULATION TREND BY SINGLE RACE, 2000 - 2020

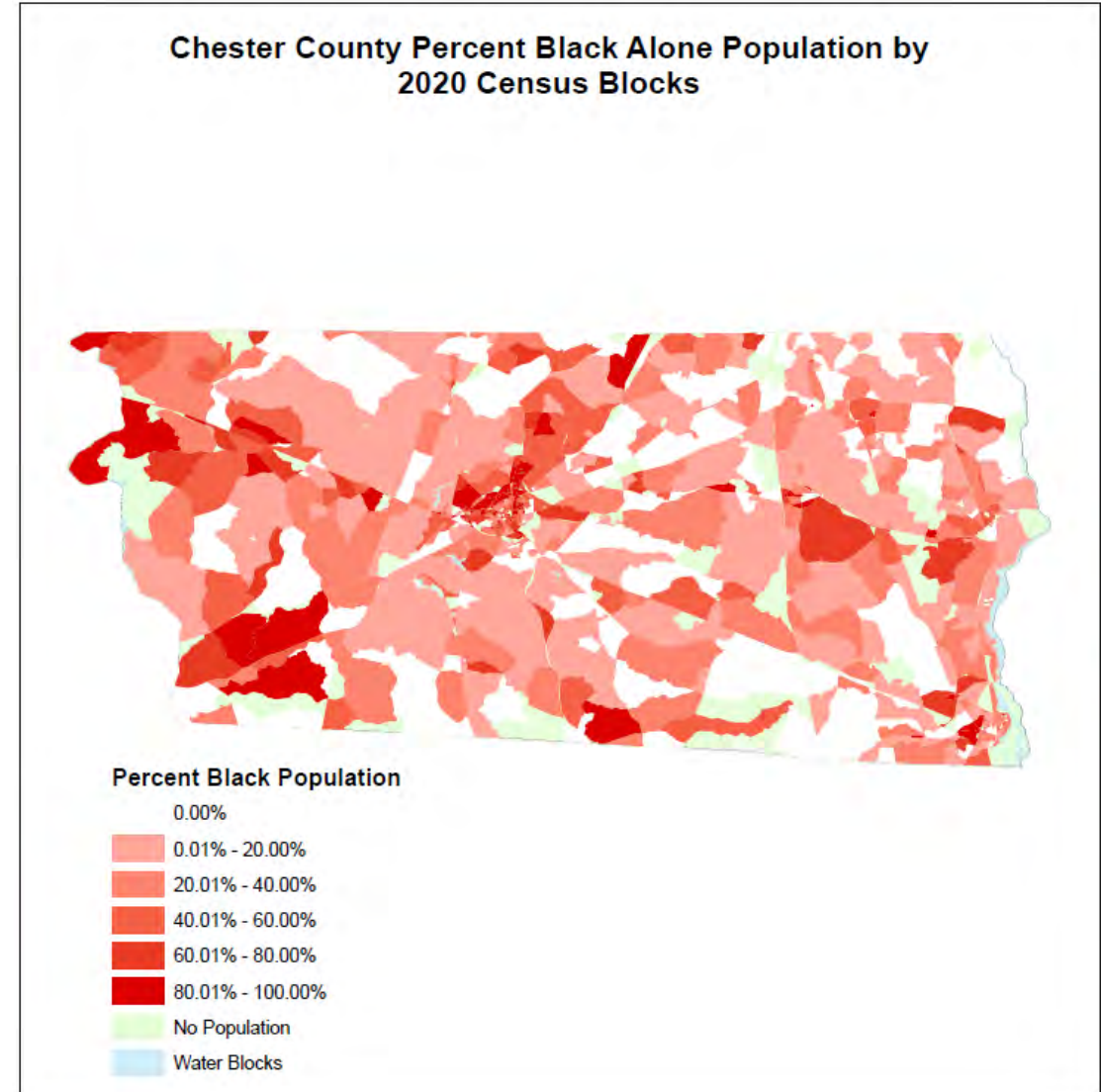
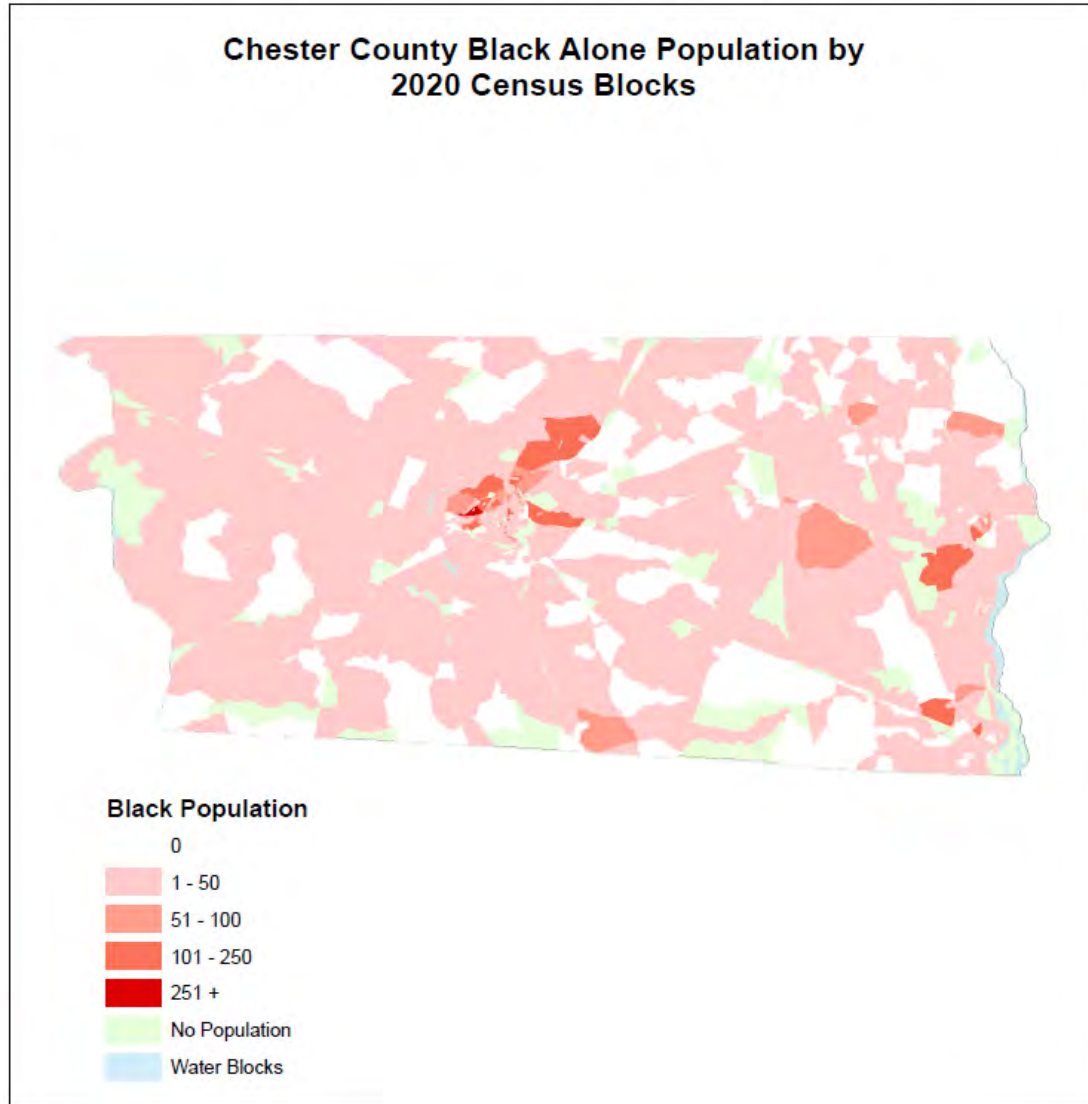


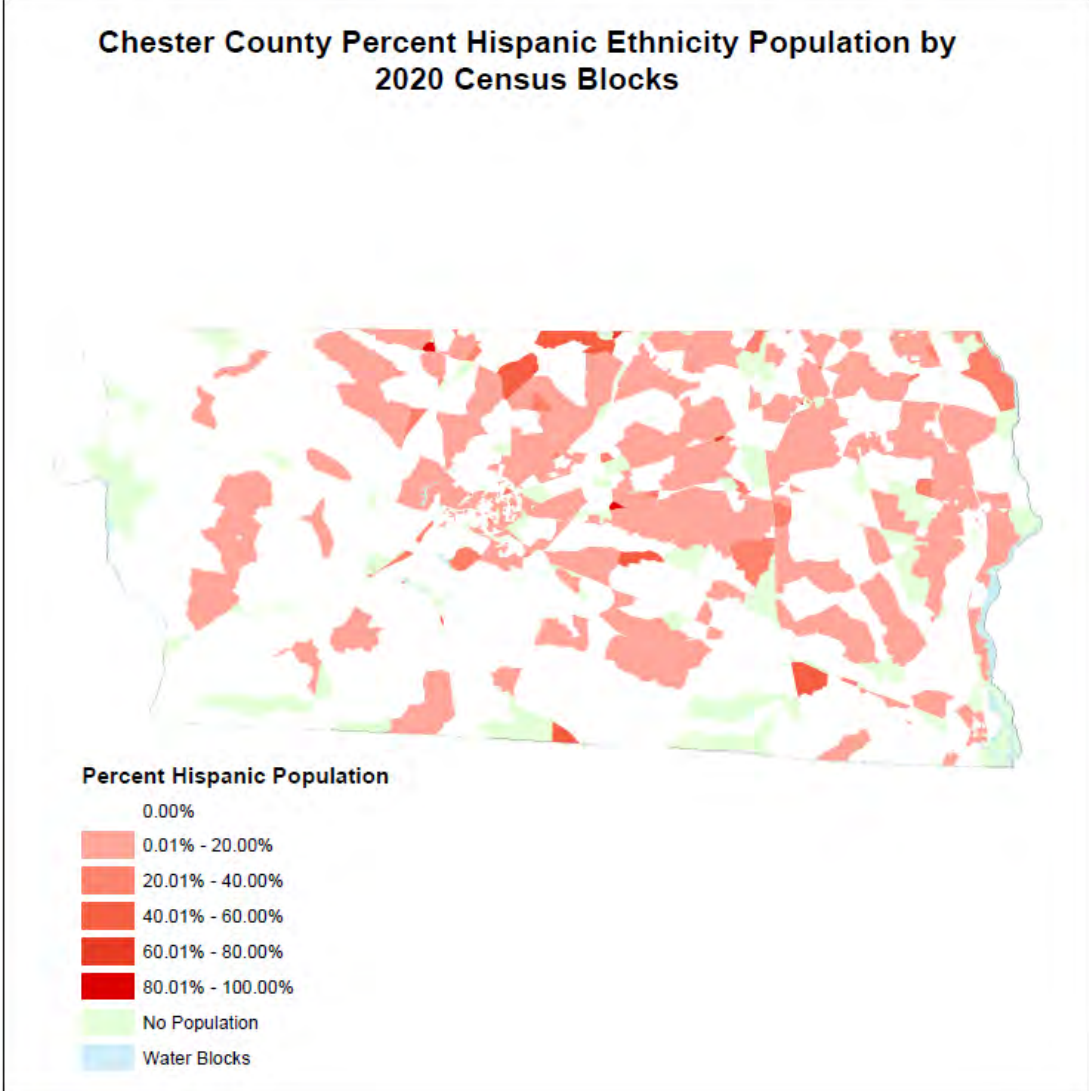
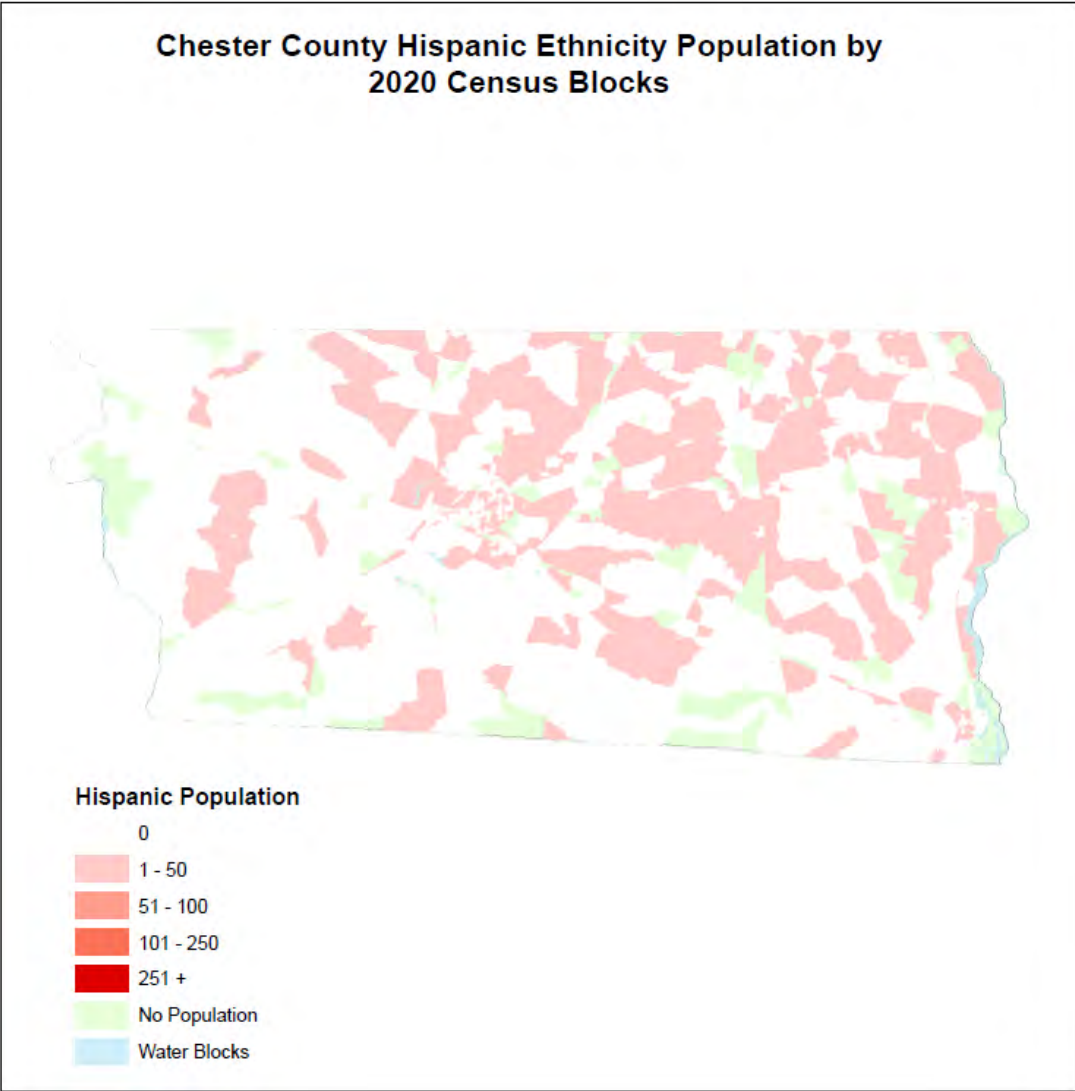
APPENDIX B - MAPS BY SINGLE RACE CATEGORIES (CORRESPONDS WITH TABLE A-2)

MAPS BY SINGLE RACE CATEGORY - WHITE



MAPS BY SINGLE RACE CATEGORY - BLACK



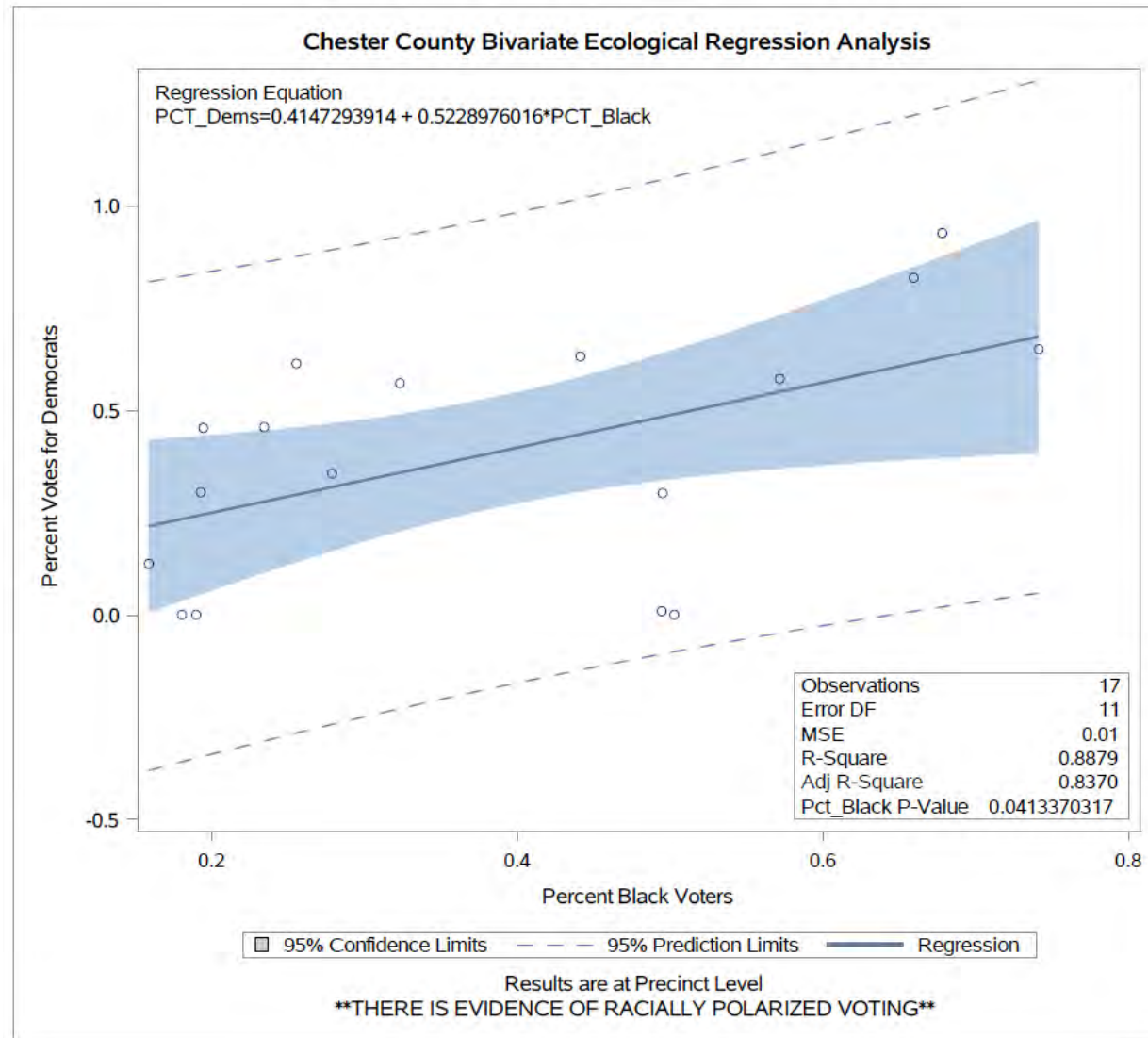


SC Results for Last Chester County Council Election by Race

08:06 Thursday, September 23, 2021

County Council District	Registered & Voted Last 5 Years	Percent White Registered Voters	Percent Black Registered Voters	Percent Other Registered Voters	Percent Votes for Winning Candidate	Winning Party	Total County District Voters	Party Ran Unopposed
1	Has Voted Last 5 Years	73.74%	24.41%	1.84%	66.78%	REP	295	-
1	Has Not Voted Last 5 Years	66.47%	30.08%	3.46%	-		-	-
2	Has Voted Last 5 Years	69.86%	28.98%	1.16%	-		-	-
2	Has Not Voted Last 5 Years	65.24%	32.43%	2.33%	-		-	-
3	Has Voted Last 5 Years	79.05%	19.29%	1.66%	55.63%	DEM	1812	-
3	Has Not Voted Last 5 Years	77.29%	18.70%	4.01%	-		-	-
4	Has Voted Last 5 Years	70.12%	28.25%	1.63%	89.89%	REP	1918	-
4	Has Not Voted Last 5 Years	68.84%	28.14%	3.02%	-		-	-
5	Has Voted Last 5 Years	39.29%	59.48%	1.22%	64.74%	DEM	1174	-
5	Has Not Voted Last 5 Years	36.01%	61.01%	2.98%	-		-	-
6	Has Voted Last 5 Years	29.07%	69.25%	1.68%	72.49%	DEM	1952	-
6	Has Not Voted Last 5 Years	30.41%	65.66%	3.93%	-		-	-

APPENDIX D - VOTING ANALYSIS, BIVARIATE ECOLOGICAL REGRESSION ANALYSIS





STATE OF SOUTH CAROLINA) Ordinance No. 2021-22
)
COUNTY OF CHESTER)

**AN ORDINANCE TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN
CHESTER COUNTY AND THE TOWN OF FORT LAWN**

WHEREAS, under the Ordinances of Chester County, it is necessary for Chester County Council to pass an Ordinance and have a public hearing whenever it appropriates funds; and

WHEREAS, E & J Gallo Winery (“Gallo”) has committed to establish a new facility (“the Gallo facility”) in the County outside the municipal limits of Ft. Lawn, with an anticipated investment of over \$400 million and an employment impact of over 450 jobs within eight years of the Effective Date; and

WHEREAS, the Gallo facility will have a large and growing demand for wastewater services, for which it will be a customer of Ft. Lawn; and

WHEREAS, the increased demand for wastewater services shall require an expanded and new wastewater transmission, treatment, and discharge facility; and

WHEREAS, the County is committed to partnering with Ft. Lawn and toward that commitment, the County has dedicated up to an amount not to exceed Four Million Dollars (\$4,000,000.00) from the funds the County has received from the federal stimulus package known as the American Rescue Plan, for the project that involves getting wastewater services to the benefit of the community and to attract economic development projects; and

WHEREAS, the Memorandum of Understanding, incorporated herein by reference, is intended to outline the agreement of the Parties that will govern the appropriation of these funds.

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

Chester County Council does hereby approve and adopt the terms and conditions of a Memorandum of Understanding agreed upon by the Chester County Council and the Council for the Town of Fort Lawn.

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

Enacted and approved this ____ day of _____, 2022.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Wylie Frederick
Interim County Supervisor
Chester County

[SEAL]

Attest:

By: _____
Clerk to County Council
Chester County, South Carolina

First Reading: October 4th 2021
Second Reading: December 6th 2021
Public Hearing: February 7th, 2022
Third Reading: February 7th, 2022



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed this ____ day of _____, 2021, by and between the Town of Fort Lawn (hereinafter referred to as “Ft. Lawn”) and Chester County (hereinafter referred to as the “County”).

WHEREAS, E & J Gallo Winery (“Gallo”) has committed to establish a new facility (“the Gallo facility”) in the County outside the municipal limits of Ft. Lawn, with an anticipated investment of over \$400 million and an employment impact of over 450 jobs within eight years of the Effective Date; and

WHEREAS, the Gallo facility will have a large and growing demand for wastewater services, for which it will be a customer of Ft. Lawn; and

WHEREAS, the increased demand for wastewater services shall require an expanded and new wastewater transmission, treatment, and discharge facility; and

WHEREAS, the County is committed to partnering with Ft. Lawn and toward that commitment, the County has dedicated up to an amount not to exceed Four Million Dollars (\$4,000,000.00) from the funds the County has received from the federal stimulus package known as the American Rescue Plan, for the project that involves getting wastewater services to the benefit of the community and to attract economic development projects; and

WHEREAS, to define the construction, financing and ownership of wastewater transmission, treatment and discharge, all parties involved have entered into a Utility Development Agreement (“the UDA”); and

WHEREAS, the City of Lancaster (“the City”) has issued a willingness and capability commitment, subject to the terms of the UDA, for it to receive in its wastewater facilities and to treat at its wastewater treatment plant wastewater from Ft. Lawn; and

WHEREAS, Ft. Lawn transmits wastewater to the City through facilities owned by it to, and thence through, facilities owned by the District and the City and is a customer of the District for wastewater services including transmission, treatment, and discharge; and

WHEREAS, Ft. Lawn will own, operate and maintain the components thereof in Chester County and across the Catawba River to the point of connection to the District's facilities in Lancaster County; and

WHEREAS, in consideration for the commitment of financial assistance toward the sewer infrastructure necessary for this project, Ft. Lawn does hereby agree that should Chester County, at any time, seek and pass a referendum to engage in the active operations of wastewater, that Chester County shall be provided connectivity to the wastewater system, and that such connectivity shall be done in such a manner as to avoid interruption of service to any user of the system.

NOW, THEREFORE, the parties agree to the following:

1. The County commits to providing up to an amount not to exceed Four Million Dollars (\$4,000,000.00) from the funds the County has received from the federal stimulus package known as the American Rescue Plan for the project that involves getting wastewater services to benefit Gallo only.
2. Should the County seek and pass a referendum to engage in the active operations of wastewater, Chester County shall be provided connectivity to the wastewater system, and that such connectivity shall be done in such a manner as to avoid interruption of service to any user of the system.
3. Amendments to this Memorandum of Understanding shall be in writing by mutual agreement of both parties.
4. This Memorandum of Understanding shall be binding in good faith.

WITNESS:

Chester County

By: _____

Dr. Wylie Frederick
Title: Interim County Supervisor

WITNESS:

Date: _____

WITNESS:

Town of Fort Lawn

By: _____

Mayor Carlton W. Martin

WITNESS:

Date: _____

CHESTER COUNTY ORDINANCE NO. 2021-24

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$160,000 FIRE PROTECTION DISTRICT IMPROVEMENT REVENUE BONDS OF CHESTER COUNTY, SOUTH CAROLINA, FOR THE PURPOSE OF DEFRAYING THE COST OF IMPROVEMENTS TO THE RICHBURG FIRE PROTECTION DISTRICT; PRESCRIBING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND FROM THE REVENUES DERIVED FROM THE OPERATION OF THE SYSTEM; PROVIDING FOR THE ACCEPTANCE AND ADMINISTRATION OF GRANTS AND DONATIONS; CREATING AND ESTABLISHING CERTAIN FUNDS AND ACCOUNTS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER RELATED MATTERS.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, **BE IT ENACTED BY CHESTER COUNTY COUNCIL:**

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

(a) The County is a body corporate and politic and subdivision of the State of South Carolina, and as such possesses all powers and duties under the Constitution and laws of the State. The County has heretofore adopted the Council-Supervisor form of government provided for in Chapter 9 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

(b) In the exercise of the powers vested in it by the Constitution and laws of the State of South Carolina, and in conformity with the provisions thereof, by Chester County Code of Ordinances No. 2-732, *et seq.* (“Fire District Ordinance”), the County has heretofore formed the Richburg Fire Protection District (“District”) pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and acquired by construction or purchase a fire protection system to serve the District (“System”).

(c) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

(d) Pursuant to the provisions of Chapter 21, Title 6, Code of Laws of South Carolina, 1976, as amended (“Act”), the County may issue revenue bonds to defray the cost of improving, enlarging or expanding the System.

(e) The County, for the benefit of the District, proposes the acquisition, construction, and installation of real property improvements, a fire service vehicle, and related equipment to provide for additional levels of fire service throughout the District, for residential, commercial and fire suppression uses, and to pay costs of issuance associated with the financing (collectively, “Project”).

(f) The total estimated cost of the Project plus costs of issuance do not exceed \$160,000, to be financed

from the proceeds of not to exceed \$160,000 revenue bonds, in one or more series, and private donations or grant funds as may be available.

(g) Pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and the Fire District Ordinance, the County intends to impose, fix, and revise from time to time a new rate for services furnished by the District that will be sufficient to provide for the payment of the principal of and interest on all Bonds as and when the same become due and payable and for other matters as described 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 \$160,000 in revenue bonds of the County to be designated “Chester County, South Carolina, Fire Protection Improvement Revenue Bond” (“Bonds,” each “Bond”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered; 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, unless issued in certificated form in which the Bonds may be in any denomination; 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 Bond to the County Supervisor.* The Council hereby delegates to the County Supervisor the authority (a) to determine the aggregate principal amount of the Bond; (b) to sell the Bond in one or more separate series and, in anticipation of the issuance of the Bond authorized hereunder, to sell one or more series of bond anticipation notes (“BANs”); (c) to determine the date of issue of the Bond or BANs; (d) to determine the principal and interest payment dates of the Bond and the principal amounts maturing on such dates; (e) to set the redemption provisions, if any, for the Bond or BANs; (f) to determine whether to use bond insurance with respect to the Bond and, if so, to make appropriate arrangements therefor; (g) to determine whether to award the Bonds on a net interest cost (“NIC”) or true interest cost (“TIC”) basis; (h) to determine the date, time and place of sale of the Bond or BANs and whether the Bond or BANs will be sold through private sale, including to any agency of the United States government, and in any case, to arrange for publication of a notice of sale; (i) to determine if the Bond is to be issued in book-entry only form under the DTC Book-Entry System, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bond; (j) to accept or reject proposals establishing the interest rate for the Bond or BANs, and (k) to make any such other decisions concerning the Bond as necessary or appropriate. In making such determinations, the County Supervisor is directed to endeavor to devise a schedule for debt service on the Bond which, when added to existing and projected debt service requirements, along with anticipated donations, will provide the County with the most flexible financing arrangements, consistent with prudent financial practices.

The County Supervisor is further directed to conduct the sale of the Bond or BANs and to accept the most favorable proposal for the Bond or BANs on behalf of the Council. The County Supervisor is further directed to consult with bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bond 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 or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bond (“Registrar/Paying Agent”) and shall fulfill all functions of the

Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bond. 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 Bond under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bond 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 Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. 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 Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond 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 Bond 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 Bond is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bond 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 Bond 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 hereby establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bond, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bond or, in the case of any proposed redemption of the Bond, if any, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bond.

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

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

SECTION 8. *Execution of Bond.* The Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council 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 Bond shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bond shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 9. *Payment of the Bond.* The Bond, together with the interest thereon, shall be payable in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Revenues of the System, as defined in Section 18, which Revenues shall be and hereby are pledged and charged to the payment when due of the principal of and interest on the Bonds and to the security thereof in accordance with the provisions of this Ordinance.

The pledge of the Revenues and other moneys hereby made by the County to secure the Bonds shall be valid and binding from the time of the adoption of this Ordinance. The pledge of Revenues and other moneys so pledged and hereafter received by the County shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the aforesaid pledge shall be valid and binding as against any parties having claims of any kind in tort, contract, or otherwise against the County irrespective of whether such parties have notice of the foregoing pledge.

The Bonds and the interest thereon are not payable from, nor are they a charge upon, any funds other than the Revenues pledged to the payment thereof by this Ordinance. The full faith, credit and taxing powers of the State of South Carolina or the County are not pledged to the payment of the principal of or the interest on the Bonds, and the Bonds shall never constitute an indebtedness of the County within the meaning of any state constitutional provisions or statutory limitation.

SECTION 10. *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 11. *Bond and Interest Redemption Fund.* There is hereby created a special fund of the County to be known as the “Chester County, Richburg Fire Protection District, Bond and Interest Redemption Fund” (“Bond and Interest Redemption Fund”).

Not later than the 20th day of the month following the month in which the Bond is delivered to the original purchaser, and not later than the 20th day of each month thereafter, there shall be deposited into the Bond and Interest Redemption Fund an amount equal to the installment of principal or interest, or both, then coming due in the month in which the deposit is to be made.

SECTION 12. *Operation and Maintenance Fund.* There is hereby created a special fund of the County known as the “Chester County, Richburg Fire Protection District Improvement Operation and Maintenance Fund” (“Operation and Maintenance Fund”).

Not later than the 1st day of each month after the deposits required by this Ordinance to be made each month to the Bond and Interest Redemption Fund, there shall be deposited in the Operation and Maintenance Fund, an amount equal to the estimated cost of administration, operation and maintenance of the System during the next ensuing calendar month as estimated in the annual budget for the System prepared in accordance with this Ordinance.

Moneys paid into the Operation and Maintenance Fund shall be applied solely to the payment of all expenses incurred in connection with the administration and operation of the System and such expenses for maintenance as may be reasonably necessary to preserve the System in good repair and working order. Administration, operation and maintenance expenses shall be deemed to include, without limitation, wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the cost of any audit required by this Ordinance, or any ordinances supplemental hereto, and the premium for all insurance required with respect to the System. The Operation and Maintenance Fund shall be kept on deposit with the custodian, and withdrawals from such fund may be made in the manner provided by law.

SECTION 13. *Depreciation Fund.* There is hereby created a special fund of the County known as the “Chester County, Richburg Fire Protection District Depreciation Fund” (“Depreciation Fund”).

Not later than the 1st day of each month after the deposits required by this Ordinance to be made into the Bond and Interest Redemption Fund and the Operation and Maintenance Fund, the custodian shall pay into the Depreciation Fund that sum equal to one-twelfth (1/12th) of the sum determined by the County to be needed in such fund for the then current Fiscal Year to provide a sufficient reserve for depreciation of the System.

In the event of the issuance of any Additional Bonds, the proceedings providing for the issuance thereof shall provide for an amount to be paid monthly into the Depreciation Fund (in addition to the amount required by the preceding sentence of this paragraph) which the County determines will be required to increase such fund to an aggregate amount to provide a sufficient reserve for depreciation of the System. Moneys paid into the Depreciation Fund shall be used solely for the purpose of restoring or replacing depreciated or obsolete properties of the System.

If at any time the moneys in the Depreciation Fund are less than the amount then required to be maintained therein, the custodian shall resume monthly deposits to the Depreciation Fund until the amount on deposit therein shall equal the amount required to be on deposit from time to time as hereinabove provided.

If any surplus shall be accumulated in the Depreciation Fund over and above that which the County shall find from time to time may be necessary therein during the then present Fiscal Year and the next ensuing Fiscal Year, any such excess may be transferred to the Contingent Fund or to the Bond and Interest Redemption Fund.

SECTION 14. *Contingent Fund.* There is hereby created a special fund of the County known as the “Chester County, Richburg Fire Protection District Contingent Fund” (“Contingent Fund”).

Not later than the 1st day of each month but after all payments required to be made into other funds and accounts prior hereto, the custodian shall pay into the Contingent Fund that sum equal to one-twelfth

(1/12th) of the sum determined by the County to be needed in such fund for the then current Fiscal Year to provide a sufficient reserve for improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order.

In the event of the issuance of any Additional Bonds, the proceedings providing for the issuance thereof shall provide for an amount to be paid monthly into the Contingent Fund (in addition to the amount required by the preceding sentence of this paragraph) which the County determines will be required to increase the Contingent Fund to an aggregate amount to provide a sufficient reserve for improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order. Moneys paid into the Contingent Fund shall be used solely for the purpose of paying the cost of improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order.

If at any time the moneys in the Contingent Fund are less than the amount then required to be maintained therein, the custodian shall resume monthly deposits to the Contingent Fund until the amount on deposit therein shall equal the amount required to be on deposit thereto from time to time as hereinabove provided.

If any surplus shall be accumulated in the Contingent Fund over and above that which the County shall from time to time find necessary for reasonable and proper improvements, betterments and extensions to the System during the then present Fiscal Year and the next ensuing Fiscal Year, any such excess may be transferred to the Bond and Interest Redemption Fund or may be applied to the purchase or retirement of outstanding Bonds.

SECTION 15. *Investment of Funds.* Moneys held for the credit of the Bond and Interest Redemption Fund shall be invested, to the fullest extent practicable and reasonable, by the custodian in any investment then permitted by applicable laws of the State of South Carolina, which shall mature prior to the respective dates when the moneys held for the credit of such accounts will be required for the purposes intended.

All income resulting from the investment or reinvestment of moneys made pursuant to this section shall be treated as Revenues of the System and shall be deposited in the Bond and Interest Redemption Fund. Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

SECTION 16. *Paying Principal, Premium and Interest on the Bonds.* The County shall promptly pay or cause to be paid, but solely out of the Revenues pledged to such payment in Section 9 hereof, the principal of and the interest on each and every Bond issued under the provisions of this Ordinance or any ordinance supplemental hereto, at the place, on the dates and in the manner provided herein.

SECTION 17. *Operation of System; Completion of Construction.* The County shall at all times operate the System properly and in a sound and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted. The County shall construct the Project with all practicable dispatch and in a sound and economical manner.

SECTION 18. *Rates and Charges.* Pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and the Fire District Ordinance, the County imposes and shall fix and revise from time to time a new rate for services furnished by the District (collectively, "Revenues of the System"). Such rate shall at all times be maintained so as to be sufficient to provide for the payment of the principal of and interest on all Bonds as and when the same become due and payable, to maintain the Bond and Interest Redemption Fund therefor, to provide for the payment of the expenses of administration and operation and such expenses for

maintenance of the System as are necessary to preserve it in good repair and working order, to build up a reserve for depreciation of the System and to build up a reserve for improvements, betterments and extensions to the System other than those necessary to maintain it in good repair and working order as herein provided.

SECTION 19. *Books of Record and Account; Annual Budget* The County shall install and maintain proper books of record and account, separate from all other records and accounts of the County in which full and correct entries shall be made of all dealings and transactions of or in relation to the properties, business and affairs of the System. The County shall cause to be prepared, not later than three (3) months after the close of each Fiscal Year, a balance sheet and an income and surplus account, respectively, showing in reasonable detail the financial condition of the System at the close of such Fiscal Year. Such balance sheets and income and surplus accounts shall be open at all reasonable times during usual business hours for examination and inspection by any taxpayer, user of the services furnished by the System or holder of any Bonds issued under this Ordinance or any ordinance supplemental hereto.

At least 30 days prior to the beginning of each Fiscal Year, the County shall adopt an annual budget of current expenses of the System for the next ensuing Fiscal Year and mail a copy of such annual budget, and all amendments thereto, to any holder of a Bond who shall request the same. Such annual budget shall set forth the estimated Revenues of the System for such Fiscal Year and the estimated expenditures for such Fiscal Year on a monthly basis. The various items shall be itemized according to proper classification and in reasonable detail.

SECTION 20. *Defeasance.*

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

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

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

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

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall

be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

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

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

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

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

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 20(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 20 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

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

SECTION 21. Insurance. The County shall carry insurance on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, in at least the amounts which are usually and customarily carried on similar plants, properties and systems, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation. Also, all additional insurance shall be carried covering such risks as may be deemed necessary or desirable by the County or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations.

SECTION 22. *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 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.

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

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

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully

registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

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

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

SECTION 23. *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 24. *Compliance with Laws; Further Assurances.* The County covenants that it will do and perform all acts and things required to be done or performed, by or on behalf of the County, under the provisions of the Constitution and laws of the State of South Carolina and this Ordinance, in accordance with the terms of such provisions. The County further warrants that it has complied with all of the provisions of the Act and that the System is within areas in which the County is authorized to operate.

The County shall, at any and all times, adopt, make, do, execute, acknowledge, deliver, register, file and record all such other and further ordinances, resolutions, acts, deeds, demands, conveyances, assignments, transfers, assurances and instruments and give such further notice and do such further acts as may be reasonably necessary, proper or desirable for the better assuring, pledging and assigning of the Revenues and other moneys pledged, assigned or charged hereunder or intended so to be, or which the County may hereafter become bound to pledge, assign or charge, or for the carrying out more effectively of the purposes and intent of this Ordinance.

SECTION 25. *No Arbitrage.* The County covenants that no use of the proceeds of the sale of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond would have caused the Bond to be an "arbitrage bond" as defined in Section 148 of the United States Internal Revenue Code of 1986 ("Code") and to that end the County shall comply with the 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 is outstanding.

SECTION 26. *Events of Default.* Each of the following events is hereby declared an "Event of Default," that is to say, if:

(a) Payment of the principal or any installment thereof of any of the Bonds shall not be made when the same shall become due and payable, either at its maturity, upon the due date thereof or by proceedings for

acceleration or redemption; or

(b) Payment of any installment of interest on any Bond shall not be made when the same becomes due and payable; or

(c) The County fails in any material respect in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any ordinance supplemental hereto to be performed on the part of the County, and such failure continues for ninety (90) days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the holders of not less than twenty percent (20%) in principal amount of the Bonds then outstanding or any trustee or committee therefor; or

(d) An order or decree shall be entered, with the consent or acquiescence of the County for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in this Ordinance or any ordinance supplemental hereto for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any Federal or state statute now or hereafter enacted; or

(e) An order or decree shall be entered (a) with the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the facilities thereof; or (b) without the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the properties thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

(f) The County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

SECTION 27. *Declaration of Principal and Interest as Due.* Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the holders of not less than twenty-five percent (25%) in principal amount of the Bonds then outstanding hereunder may declare, by written notice to the County filed in the office of the Clerk/Treasurer of the County and with the Custodian, the principal of all Bonds then outstanding, together with all accrued and unpaid interest thereon and all other moneys secured hereby, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Ordinance or any ordinance supplemental hereto or in any of the Bonds to the contrary notwithstanding. This provision is subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the holders of a majority in principal amount of the Bonds then outstanding, by notice in writing delivered to the County and the Custodian, may waive such default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent default.

SECTION 28. *Appointment of a Receiver.* Upon the occurrence of an Event of Default described in Section 26(a) and (b) hereof, and at any time thereafter while such default continues, any court of competent

jurisdiction may appoint a receiver. Any receiver so appointed may administer and operate the System on behalf of the County and shall have power to fix and charge rates and collect Revenues sufficient to provide for the payment of any Bonds or other obligations outstanding with respect to or against the System, and for the payment of expenses of operating and maintaining the System, and to apply the Revenues and any other moneys of the System in conformity with the Act and this Ordinance.

SECTION 29. *Grant/Donation Acceptance and Administration.* The Council authorizes the County Supervisor to accept and administer one or more grants and donations, or any combination of the two, related to the Projects from one or more governmental, or private, entities.

SECTION 30. *Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination.* The remedies prescribed by the above Section shall not be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute and may be exercised without exhausting and without regard to any other remedy.

No waiver of any default or breach of duty or contract by any holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or impair any rights or remedies related to such subsequent default or breach. No delay or failure of any holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver of any such default or acquiescence therein. Every substantive right and remedy conferred upon the holders of the Bonds may be enforced from time to time and as often as may be deemed expedient. If any suit, action or proceeding to enforce any right or exercise any remedy is brought or taken and then discontinued or abandoned, or is determined adversely to any holder or holders of the Bonds then, and in every such case, the County and such holder or holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken

SECTION 31. *Exemption from Taxation.* Both the principal of and interest on the Bond 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 32. *Authorization to Execute and Deliver Documents.* The Council hereby authorizes the Chairman of County Council, the County Supervisor, the Clerk to County Council and other County officials to execute and delivery such documents and instruments as may be necessary to effect the issuance of the Bond.

SECTION 33. *Continuing Disclosure.* The County covenants that it will file with a nationally recognized municipal securities information repository its annual independent audit within thirty (30) days of receipt of the audit and event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of its revenue or tax base.

SECTION 34. *Invalidity of Sections, Paragraphs, Clauses or Provisions.* If any article, section, paragraph, clause or provision of this Ordinance is held invalid or unenforceable under any circumstances, such holding shall not affect the validity or enforceability thereof under other circumstances or the validity or enforceability of this Ordinance as a whole or of any other article, section, paragraph, clause or provision of this Ordinance.

SECTION 35. *Retention of Bond Counsel and Other Suppliers.* The Council hereby authorizes the

County Supervisor to retain the law firm of King Kozlarek Law LLC as its bond counsel in connection with the issuance of the Bond.

The Council hereby 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 36. *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, hereby repealed.

This Ordinance takes and remains in effect only after the County Council has approved it following three readings and a public hearing.

CHESTER COUNTY, SOUTH CAROLINA

Interim Chairman/Supervisor
Chester County Council

(SEAL)
ATTEST:

Clerk to Council
Chester County Council

READINGS:

First reading: November 1st, 2021
Second reading: February 7th, 2022
Public Hearing: February 7th, 2022
Third reading: February 22nd, 2022



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2021-25

AN ORDINANCE TO AMEND CHESTER COUNTY ORDINANCE NO. 2021-4 THE 2021-2022 CHESTER COUNTY BUDGET ORDINANCE, IN CERTAIN LIMITED PARTICULARS ONLY.

WHEREAS, Chester County, South Carolina (the “County”), acting by and through Chester County Council (the “Council”), adopted Ordinance No. 2021-4, (the “Ordinance”), on June 21, 2021, approving the Chester County 2021-2022 budget; and,

WHEREAS, the roof at the Chester County Library has become unsafe and needs immediate replacement; and

WHEREAS, the Library roof repair was an approved project under the Capital Project Sales Tax but the lowest bid received to complete the project was Fifty Thousand Dollars and No Cents (\$50,000.00) short of what was projected under the Capital Project Sales Tax referendum; and

WHEREAS, monies expended for this replacement can be used from the unfilled positions from the Building Maintenance Department, being authorized and allocated through this amendment to the 2021-2022 budget; and

WHEREAS, the budget will require an amendment to account for the funding resources of this expenditure.

NOW THEREFORE BE IT ORDAINED THAT:

SECTION 1: AN ORDINANCE TO ESTABLISH OPERATING AND CAPITAL BUDGETS FOR THE OPERATION OF THE COUNTY GOVERNMENT OF CHESTER COUNTY FOR THE FISCAL YEAR COMMENCING JULY 1, 2021; TO PROVIDE FOR THE LEVY OF TAXES FOR CHESTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021: TO PROVIDE FOR THE EXPENDITURE OF TAX REVENUES AND OTHER COUNTY FUNDS: TO PROVIDE FOR OTHER COUNTY PURPOSES: TO AUTHORIZE THE COUNTY TO BORROW MONEY IN ANTICIPATION OF TAXES AND TO PROVIDE FOR THE REPAYMENT OF SUMS BORROWED BY THE COUNTY GOVERNING BODY: TO PROVIDE FOR THE PAYMENT OF TORT CLAIMS AND WORKERS’ COMPENSATION CLAIMS AGAINST CHESTER COUNTY: TO PROVIDE

CERTAIN FISCAL AND OTHER MATTERS RELATING TO COUNTY GOVERNMENT is hereby amended to include an amount not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00) for the purpose of repair of the roof at the Chester County Library.

Enacted and approved this ____ day of _____, 2022.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wylie Frederick, Interim County Supervisor

Attest:

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

First Reading: December 6th, 2021
Second Reading: January 4th, 2022
Public Hearing: February 7th, 2022
Third Reading: February 7th, 2022
Chester County, South Carolina



Resolution 2022-2

A RESOLUTION

**TO APPROVE AND ADOPT THE CHESTER COUNTY MULTI-JURISDICTIONAL HAZARD
MITIGATION PLAN**

**BE IT RESOLVED BY THE COUNTY COUNCIL OF CHESTER COUNTY, SOUTH CAROLINA, IN
MEETING DULY ASSEMBLED:**

WHEREAS, Chester County is vulnerable in an array of natural hazards that can cause loss of life and damage to public and private property; and

WHEREAS, the County desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the Chester County Council serves to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, Chester County Council intends to fulfill its obligations under Section 2: Planning Team, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the County; and

WHEREAS, the South Carolina Department of Emergency Management has reviewed the hazard mitigation plan prepared for Chester County for compliance and has approved the plan pending the completion of local adoption procedures.

NOW, THEREFORE, BE IT RESOLVED THAT CHESTER COUNTY COUNCIL approves and adopts the Chester County Multi-Jurisdictional Hazard Mitigation Plan and to take such other action as may be reasonably necessary to carry out the proposed actions of the Plan. A copy of the Chester County Multi-Jurisdictional Hazard Mitigation Plan is incorporated herein by reference.

DONE IN MEETING DULY ASSEMBLED, this 7th day of February 2022.

COUNTY COUNCIL OF CHESTER COUNTY

Dr. Wylie Frederick
Interim Supervisor, Chester County

ATTEST:

Karen Lee
Clerk to County Council of Chester County

FINAL REPORT

**CHESTER COUNTY
DETENTION CENTER ENGINEERING ASSESSMENT**

Chester County
Chester, South Carolina

December 13, 2021

MOSELEYARCHITECTS

6210 Ardrey Kell Road, The Hub at Waverly, Suite 425
Charlotte, NC 28277
P: (704) 540-3755

Structural review

Date of Observation: Wednesday, October 28, 2021

Observer: Steven Cooke, PE

FACILITY INFORMATION

Year of original facility: 1970-1972

Year of additions: 2009

General Description:

The Chester County Sheriff's Office and Detention Center is located at 2740 Dawson Drive in Chester, South Carolina. The original facility is single-story CMU construction with a concrete roof deck and shallow foundations, and consists of booking, visitation, dispatch/911, mechanical, electrical and data rooms, pre-trial facilities and cell blocks A and B. In 2009 an addition was made to the front, left and rear of the facility. This study is to address concerns with the front and rear additions.

The front addition structural systems consist of cold-formed steel stud bearing walls supporting CFSF trusses and bearing on shallow foundations. The spaces in the front addition consist of offices, the main entrance lobby and courts. It is located adjacent to the original facility.

The rear addition structural system consists of steel bar-joists bearing on steel beams and columns. The walls are wind girts with metal panel siding. This super-structure is supported on shallow foundations. The rear addition is dayroom with stacked, steel cells on three sides and a rec yard on the remaining side.

The facility staff has reported numerous leaks across the roof, primarily where the pitched metal roof was placed over the existing concrete roof, but also in areas of flat roof. The exact cause of the leaks is unknown but it is our assumption that the leaks primarily occur at the mechanical roof penetrations and where drains are insufficient to adequately drain the roof. It may be that repair of the leaks is possible, however it may also be likely that the roof requires complete replacement.

STRUCTURAL OBSERVATIONS

Dayroom Addition:

The dayroom addition is built at the rear of the facility approximately 15' from a hill that is approximately 45 degrees or steeper. This hill was created during construction of the addition and this addition is supported on fill ranging from 0 feet where it connects to the original

building, up to approximately 17' deep at the rear of the addition. Following are our observations:

- At the left-rear of the addition, where the fill is deepest, a cell at the second floor has experienced racking and the door is stuck closed.
- At the control joints running parallel to the rear bank of cells, the slab is separating and heaving. The joint has been filled with caulk since construction and the caulk has stretched beyond its limitations, indicating that movement of the slab is ongoing. (Photo #1)
- At the cell to the left of the left-rear exit door, the slab has moved toward the rear of the addition relative to the steel cell. This cell is welded to the rest of the cells in this bank, holding it in place while the slab is moving towards the hill. (Photo #2)
- At the above-mentioned cell, a crack in the slab has opened up. This does not appear to be a shrinkage crack which typically consist of a single crack line. This crack is multiple, parallel cracks indicating that the concrete is being stretched at this location. (Photo #3)
- At the left-rear column footing, there is a gap between the column blockout and the slab, indicating that the column footing has moved away from the slab. (Photo #4)
- At the right-rear of the addition, there is a mechanical equipment pad that has moved away from the building wall. (Photo #5)
- At the rec yard wall along the right of the addition there are vertical cracks extending up the walls. These cracks start at or near slab cracks indicating that ground movement may be causing these walls cracks. (Photo #6)
- The perimeter HSS steel beam at the rear wall of the rec yard may be moving and impacting an adjacent CMU block, causing it to move. It was reported by staff that this block has been repaired previously and continues to move. (Photo #7)
- Gaps between the rec yard slab and the exterior walls of the addition indicate that one is moving relative to the other. (Photo #8)



Photograph #1



Photograph #2



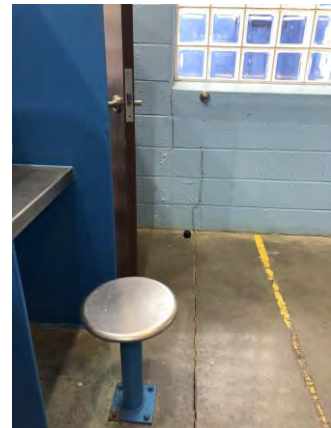
Photograph #3



Photograph #4



Photograph #5



Photograph #6



Photograph #7



Photograph #8

Structural Summary:

Based on the findings illustrated above, it appears that the housing pod addition located at the rear of the complex is shifting towards the hill. It also appears that this is a continuing problem. Please refer to the geotechnical part of this study for potential causes of the movement and potential solutions on how remediation might be possible. As the geotechnical engineer notes, piles/piers would likely be required meaning access to the dayrooms would be necessary to install piles under the steel cells. Access inside the dayrooms would also be necessary for any pressure injection of grout under the slabs. Also note that this may only temporarily mitigate the movement of the building. Pressure grouting may be able to raise the slab back to its proper elevation, but if the soil below it continues to compress or slip down the hill the movement would continue.

There is no guarantee that supporting the building on piles and pressure grouting the slab would stop the movement of the structure. If the soil movement is global, i.e., if the entire hill is moving away from the existing building, the movement of the building will likely continue even after supporting the building on piles and utilizing pressure injection. It will take substantive geotechnical investigation, including monitoring soil movements over time (months) to determine if this is a global soil movement or settlement issue.

Mechanical review

Date of Observation: Wednesday, October 28, 2021

Observer: Justin Carlson, PE

FACILITY INFORMATION

Year of original facility: 1970-1972

Year of additions: 2009

General Description:

The original building was built in the early 1970's with a major renovation/addition taking place in 2009 (plan date). In 2009 three main areas were added to the original building including two primarily administration areas and one holding/cell area. A central cooling and heating plant was added in 2009 and includes an air-cooled chiller and three heating hot water boilers. The original building was served by packaged rooftop units with supply air ductwork and a plenum return. As part of the renovation these packaged units were replaced with 4-pipe air handling units (AHUs). These AHUs along with the 2009 addition are served by the chilled and heating hot water plants. Several direct expansion (DX) cooling units are in operation to serve areas needing either backup cooling (911) or data rooms. The data/server room was served by 3 ductless splits with two being inoperable.

MECHANICAL OBSERVATIONS

Central Plant Equipment:

The central plant is installed adjacent to one of the administration areas and was installed to serve the additions along with the existing renovated building. The following are our observations:

- The chilled water plant consists of an air-cooled chiller (Carrier, Photo 1) that is served by two chilled water pumps (one primary and one secondary). The chiller was in fair condition with the exposed chilled water piping and associated jacket in fair-poor condition.
- There is no redundancy for the chilled water system with either the chiller or pumps. The chiller is scheduled to be replaced along with the central control system by McKenney's (mechanical contractor).



Photo 1: Air-Cooled Chiller

- The heating hot water plant consists of three Lochinvar hot water boilers. Each boiler has a primary pump “circulator” and two secondary heating hot water pumps are installed. One secondary heating hot water pump had the motor removed (Photo 3) leaving no backup pump to provide heat for the facility. The remaining secondary pump is in fair condition.
- One boiler was taken offline (Photo 2) and is in the process of being repaired. The primary circulator pumps are in fair-good condition and operable.



Photo 2: Inoperable Boiler



Photo 3: Heating Hot Water Pump Without Motor

- Controls include a DDC System by Carrier I-Vu installed during the 2009 construction. The controls system is in fair-good condition with a scheduled replacement by McKenney's.

Existing Building Mechanical:

The AHUs serving the existing building were installed as replacements for rooftop units as part of the 2009 renovation and have had recent (2020) coil replacements. The following are our observations regarding the existing building mechanical systems:

- The existing building renovation appears to have been poorly planned with the 2009 installation of a standing seam metal roof over an existing roof. The AHUs are installed in the interstitial space between the original roof and the metal roof.
- In several locations the ductwork associated with the AHUs penetrates the metal roof, runs exposed to the outdoors and then back into the building through a roof curb type assembly (Photo 4). The access for these units is poor making proper maintenance or replacement difficult (Photo 5). According to staff this results in roof leaks with what should have been unnecessary roof penetrations.



Photo 4: Exposed Ductwork

- Most of the AHUs use a return air plenum which was the original design. The ductwork, diffusers and grilles appear to be primarily original construction and in fair condition.
- Staff indicated that the cell/housing area air was returned to the AHUs rather than exhausted according to the plans. If this is the case it would be a current code violation as air supplied to cells containing a toilet fixture cannot be recirculated.
- Staff also indicated numerous zoning issues where areas supplied with air from one AHU air returned to another unit. The area was noted to have pressurization issues with noticeable air movement across door openings into the booking area for example.
- From review of the available record drawings it appears that the units serving the cell/housing area used a mix of outside air with return air from the plenum yet exhausted air from the spaces served. Ideally these units would provide 100% outside air (not a mix of return and outside air) and exhaust the spaces directly. The current AHUs do not appear to have the capacity to perform this function.
- Overall this area of the facility has a high amount of air exhausted from the space and relatively little/insufficient return air yet most of the AHUs are attempting to use the return air plenum as their return air source. The configuration likely results in negative pressure for the building and overall pressurization issues.

- Other items noted from the 2009 plan review include booking area AHU-12 and associated ductwork does not appear to take into account a renovation of the booking area where one large space was subdivided into holding cells and a booking space. The plans do not appear to reflect what is installed for this unit.



Photo 5: 4-Pipe AHU

- The original building does not have a separate engineered smoke control system.
- I-Wave air purifiers were installed in the return air ductwork of all AHUs in 2020.
- Staff indicated the underground waste lines were constructed of terra cotta piping material and had failed on numerous occasions.

Addition (2009) Mechanical:

Two administration areas constructed in 2009 are served by variable air volume air handlers (VAV) that serve single duct VAV terminal units with hot water heating coils. The following are observations of the systems serving the addition:

- All of the air handlers have a ducted return from ceiling mounted return grilles. The AHUs are in fair to good condition along with the associated piping.
- Concealed ductwork could not be observed but the exposed ductwork appears to be galvanized sheet metal with an insulated duct wrap with vapor barrier. Terminal units were not observed as they were concealed but staff did not indicate any issues with their operation. These items appear to be in fair to good condition.
- The housing area is served by two separate systems. One is a constant volume 4-pipe AHU that only serves the dayroom and is in fair-good condition.
- The AHU is installed within a mechanical room with two large PVI tank type water heaters installed behind the unit. The water heaters will be a challenge to replace (possibly require a new roll up door installed) as the AHU blocks access.

- A separate system serves the cell areas and is a 4-pipe AHU in line with an energy recovery ventilator (ERV) with energy wheel by MicroMetl (Photo 6). The 4-pipe AHU is a central station type more typically installed indoors but appears to be in at least fair condition given the outdoor installation location. The ERV appears to be in fair condition with evidence of need for filter cleaning for the intake metal mesh filters.
- I-Wave air purifiers were installed in the return air ductwork of all AHUs in 2020.



Photo 6: Cell/Housing AHU and ERV

- The dayroom has an engineered smoke control system that maintenance staff indicated works well to evacuate smoke.
- The adjacent recreation yard has two small (estimated at 4", Photo 7)) area drains and reportedly cannot handle the volume during a heavy rain event. One drain has an associated piping failure/break and is inoperable. The floor drains appear to be too small given the application.
- Staff indicated no issues with other plumbing systems and piping for the additions.



Photo 7: Area Drain

Mechanical Summary:

Based on the findings illustrated above we have noted primary issues as follows:

- The central plant equipment has numerous opportunities for single point of failure that would leave the heating or cooling system inoperable.
- The existing building does not have an engineered smoke control system.
- AHUs serving holding areas in the existing building do not have adequate capacity to perform as 100% outside air units yet serve spaces that are required to be exhausted.
- Use of plenum return air for units supplying spaces being exhausted and other ductwork construction concerns appear to have caused pressurization issues in the existing area of the building.
- The area drains need to be repaired serving the recreation yards in the addition.

Geotechnical Review

Date of Observation: Wednesday, October 28, 2021

Observer: Brandon Chavis, Dennis Corporation

GEOTECHNICAL OBSERVATIONS

As requested, our representative was on site to meet with members of Moseley Architects team and observed settlement issues with the jail.

Upon arrival, our representative observed the lock-up section. Construction was observed to be steel framing on column foundations. The building sits on fill with a slope on the N and W side of the building sloping down to a creek bottom. The angle of the slope was observed to be 45 degrees or steeper in most areas. There is some trench erosion noticeable on the slope in multiple locations. There are also areas along the top of the slope where staff of the detention center has used logs as a makeshift retaining wall to stop erosion. There is evidence of the mechanical pad settling and separating from the building on the NE corner

Upon entering the detention center, there are obvious settlement issues in the separating of the floor slab at control joints as well as cracks forming in the floor slabs. Cracks can be seen in the East masonry wall. The north column foundations can be seen separating from the slab. There are several cell doors that do not open and close properly or at all.

These settlement issues can be due to several factors. Structural fill used in backfill could be improperly compacted. Fill could be laden with foreign material as well as organics. The previous slope under the detention center was extended during mass grading. If the grading contractor did not properly bench fill into the existing slope, this would cause a plane of failure that could cause the new fill material to slide down the existing slope.

The course of correction of the settlement issues would need to involve supporting the existing foundations with some sort of deep piers. The existing foundation may be able to be jacked back into place and stabilized. We would recommend supporting all foundations and thickened slabs, interior and exterior on piers. Secondly, slabs may be able to be lifted back into place with pressurized grouting.

The corrective measures may only solve the problem for a time and need to be repeated some years down the road if the settlement continues.

OPINION OF PROBABLE CONSTRUCTION COST - CHESTER COUNTY DETENTION CENTER RENOVATION

Division 2 - EXISTING CONDITIONS	\$0
Division 3 - CONCRETE	\$0
Division 4 - MASONRY	\$0
Division 5 - METALS	\$0
Division 6 - WOOD	\$0
Division 7 - THERMAL/MOISTURE	\$400,000
Division 8 - OPENINGS	\$0
Division 9 - FINISHES	\$50,000
Division 10 - SPECIALTIES	\$0
Division 11 - EQUIPMENT	\$25,000
Division 14 - LIFTS	\$0
Division 21 - FIRE PROTECTION	\$0
Division 22 - PLUMBING	\$200,000
Division 23 - HVAC	\$900,000
Division 26 - ELECTRICAL	\$0
Division 27 - COMMUNICATIONS	\$0
Division 28 - FIRE ALARM/SECURITY	\$0
Division 31 - SITEWORK/FOUNDATIONS	\$750,000
ESTIMATE SUBTOTAL	\$2,325,000
GENERAL CONDITIONS (6.5%)	\$151,125
ESTIMATE SUBTOTAL	\$2,476,125
CONTRACTOR FEE (10%)	\$247,613
ESTIMATE SUBTOTAL	\$2,723,738
BONDS AND INSURANCE (3%)	\$81,712
ESTIMATE SUBTOTAL	\$2,805,450
DESIGN CONTINGENCY (5%)	\$140,272
CONSTRUCTION CONTINGENCY (5%)	\$140,272
COST ESCALATION (12 MONTHS) (5%)	\$140,272
TOTAL BUILDING & SITE ESTIMATE	\$3,226,267
MISCELLANEOUS PROJECT COSTS	
DESIGN FEE	\$483,940
SPECIAL INSPECTION AND MATERIALS TESTING	\$20,000
TOTAL PROJECT COST	\$3,730,207



Chester County, South Carolina

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

Date: February 7, 2022
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Health Department Flooring

Chester County Council Members,

Chester County issued bid # RFP 2122-32 Chester County Health Department Improvements. There were 3 bids received and our recommendation is to award the bid to the lowest bidder, Carraway Construction out of Sumter, SC in the amount of \$52,600.00.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



Chester County, South Carolina

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

Date: February 7, 2022
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Courthouse Improvements

Chester County Council Members,

Chester County issued RFP 2122-36 Courthouse Improvements. The bids were received on November 23, 2021. There was only 1 bid received and our recommendation is to award the bid to Mace Green Builders, LLC out of Lancaster, SC in the amount of \$70,671.00.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



Chester County, South Carolina

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

Date: February 7, 2022

To: County Council

From: Susan M. Cok

Subject: Approval of Bid – Museum Improvements

Chester County Council Members,

Chester County issued RFP 2122-33 Museum Improvements. The bids were received on November 23, 2021. There was only 1 bid received and our recommendation is to award the bid to Mace Green Builders, LLC out of Lancaster, SC in the amount of \$245,596.00.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement

Bid Comparison Sheet
Off-Site Water and Wastewater Improvements +/- 230,000-SF Last Step Recycling Facility on +/- 57-Acres
+/- 163-Acre Chester Technology Park
unincorporated Chester County, South Carolina

No.	Quantity	Unit	Item Description	SM Grading and Excavating, Inc. Jonesville, South Carolina		Lindler's Construction of South Carolina, LLC Newberry, South Carolina		Richardson Construction Company of Columbia, South Carolina, Inc. Columbia, South Carolina		RNF Construction, LLC ^{1,2} York, South Carolina		Conder Construction, Inc. Lugoff, South Carolina	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	1	LS	Mobilization/Bonds	\$8,500.00	\$8,500.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$39,200.00	\$39,200.00	\$88,500.00	\$88,500.00
2	1	LS	Traffic Control	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$21,560.00	\$21,560.00	\$21,500.00	\$21,500.00
3	1	AC	Clearing and Grubbing	\$300.00	\$300.00	\$4,000.00	\$4,000.00	\$30,000.00	\$30,000.00	\$1,400.00	\$1,400.00	\$16,000.00	\$16,000.00
4	900	LF	Silt Fence	\$3.00	\$2,700.00	\$4.00	\$3,600.00	\$4.00	\$3,600.00	\$8.56	\$7,704.00	\$19.45	\$17,505.00
5	1	LS	Connection to Existing Water Main	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$13,300.00	\$13,300.00	\$26,825.00	\$26,825.00
6	805	LF	8-Inch PVC Water Main and Appurtenances	\$55.00	\$44,275.00	\$40.00	\$32,200.00	\$75.00	\$60,375.00	\$86.96	\$70,002.80	\$78.00	\$62,790.00
7	100	LF	8-Inch DIP Water Main and Appurtenances	\$65.00	\$6,500.00	\$70.00	\$7,000.00	\$120.00	\$12,000.00	\$133.00	\$13,300.00	\$163.00	\$16,300.00
8	70	LF	18-inch Steel Casing (0.312-Inch Thick)	\$130.00	\$9,100.00	\$220.00	\$15,400.00	\$200.00	\$14,000.00	\$340.00	\$23,800.00	\$325.00	\$22,750.00
9	3	EA	8-Inch Gate Valve (w/ Valve Box)	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$2,200.00	\$6,600.00	\$3,360.00	\$10,080.00	\$6,375.00	\$19,125.00
10	2	EA	Fire Hydrant Assembly (w/ appurtenances every 500 feet)	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$9,100.00	\$18,200.00	\$8,875.00	\$17,750.00
11	1	EA	8-Inch Air Release Valve	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$8,400.00	\$8,400.00	\$11,200.00	\$11,200.00	\$4,135.00	\$4,135.00
12	4	EA	Wastewater Manhole (6-foot to 8-foot depth)	\$4,500.00	\$18,000.00	\$3,500.00	\$14,000.00	\$7,000.00	\$28,000.00	\$7,000.00	\$28,000.00	\$8,837.50	\$35,350.00
13	1	LS	Connection to Existing Gravity Wastewater Line	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$8,260.00	\$8,260.00	\$10,950.00	\$10,950.00
14	545	LF	8-Inch PVC Gravity and Appurtenances (6-foot to 8-foot depth)	\$50.00	\$27,250.00	\$35.00	\$19,075.00	\$100.00	\$54,500.00	\$121.09	\$65,994.05	\$83.40	\$45,453.00
15	80	LF	8-Inch DIP Gravity and Appurtenances (6-foot to 8-foot depth)	\$100.00	\$8,000.00	\$90.00	\$7,200.00	\$150.00	\$12,000.00	\$126.00	\$10,080.00	\$521.25	\$41,700.00
16	50	LF	16-Inch Steel Casing (0.282-Inch Thick)	\$100.00	\$5,000.00	\$180.00	\$9,000.00	\$200.00	\$10,000.00	\$179.20	\$8,960.00	\$193.20	\$9,660.00
17	125	SY	Open Cut Asphalt (Removal and Replacement / Restripe Area)	\$100.00	\$12,500.00	\$160.00	\$20,000.00	\$535.00	\$66,875.00	\$291.20	\$36,400.00	\$300.00	\$37,500.00
18	1	AC	Grassing	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$14,300.00	\$14,300.00
TOTAL BASE BID				\$183,825.00	\$183,825.00	\$217,975.00	\$217,975.00	\$366,850.00	\$366,850.00	\$390,940.85	\$390,940.85	\$508,093.00	\$508,093.00

NOTE: Bid error notations

- An error was noted in the bid submission from RNF Construction, LLC, for line item #15 of the Total Base Bid. The bid was submitted with a unit price of \$126.00 for the 80 units with a Bid Price of \$10,080.00. Per the Contract Documents, unit price governs and therefore item #15 of the Total Base represented as 80 units at \$126.00 per LF for a total of \$10,080.00. This error results in a decrease to the line item in the amount of \$720.00 and has no effect on the order of the bids.
- An error was noted in the bid submission from RNF Construction, LLC, for line item #16 of the Total Base Bid. The bid was submitted with a unit price of \$179.20 for the 50 units with a Bid Price of \$22,400.00. Per the Contract Documents, unit price governs and therefore item #16 of the Total Base Bid should have been represented as 50 units at \$179.20 per LF for a total of \$8,960.00. This error results in a decrease to the line item in the amount of \$13,440.00 and has no effect on the order of the bids.

RECEIVED

JAN 31 2022

RIA





2020 VOLUNTEER FIRE ASSISTANCE (VFA) GRANT
SC Forestry Commission
PO Box 21707
Columbia, SC 29221-1707



December 15, 2021

Richburg VFD
225 N. Main St.
Richburg, SC 29729

WORKING
COPY

Dear Chief,

The SC Forestry Commission has received authorization to distribute matching federal funds to fire departments in South Carolina under the Volunteer Fire Assistance (VFA) program through the USDA Forest Service.

Your department has been allocated \$5,000.00. The VFA Grant is designed for purchasing equipment and supplies to meet wildland firefighting needs. The CFDA # for this VFA grant is 10.664. The FAIN number is 21-DG-1 1083145-006. You should keep these numbers for auditing purposes.

Receipts for equipment and supplies purchased must match that those indicated on your initial grant application (VFA Application Form 1- Grant Application) sent out in August 2021. The Fire Department's 50/50 match can consist of:

- direct expenditures for the purchase of equipment and supplies
- costs incurred by the department for eligible Wildland Fire Training
- time spent on refurbishing or fabricating equipment (i.e., a brush truck)
- and/or dry hydrant maintenance or installation.

Time spent by volunteer work on the previous mentioned items must be documented on the VFA Allocation Fire Department Timesheet.

The enclosed forms must be completed and signed by the fire chief. **Return all forms along with paid invoices to this office by April 15, 2022. Invoices must show the check number(s) for payment(s) made. You may be reimbursed up to one half of the amount of invoices submitted, not to exceed amount allocated for your department. Invoices must be dated between April 1, 2021, and April 15, 2022.**

It is highly recommended that you mail your documents using Certified Mail/Return Receipt.

NOTE: - FAXES/ E-MAILS WILL NOT BE ACCEPTED.

Your assistance in providing rural fire protection, especially in the Wildland Urban Interface (WUI), is greatly appreciated and we're pleased to provide this financial support.

Sincerely,

Leslie Woodham
VFA Coordinator
lwoodham@scfc.com
Office: (803)896-8809



The South Carolina Forestry Commission and the USDA Forest Service prohibit discrimination based on race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD). The SC Forestry Commission and the USDA Forest Service are equal opportunity providers and employers.

Invoice



Advanced Paging Solutions

Ray's Pager Sales
389 Millway Road
Ephrata Pa 17522
Phone: 717-859-2021
Email: Rnkz@att.net
www.rayspagersales.com

Date: 12/20/2021
Invoice No.: 16690
Salesperson: Ray Zimmerman
Customer PO No.: John Agee

Bill To:
Richburg Fire Rescue
225 N. Main Street
Richburg, SC 29729
Attn: John Agee

OK
12.29.21
PAID
1-14-22
CK# 1620

Qty	Description	Unit Price	T
15	Unication G5 VHF/700-800 MHz Pager, programmer/charging Cord, and Std 2 year warranty - Phase I & II Serials: G5DVC90503-517	\$670.50	\$10,057
1	Buy 10 get 1 FREE Promo - Unication G5 VHF/700-800 MHz Pager, programmer/charging Cord, and Std 2 year warranty - Phase I & II Serials: G5DVC90518	\$0.00	\$0
16	Holiday Special: Additional +1 Year Warranty on G-Series!	\$0.00	\$0
1	MP Micro USB Charging / Programming Cable Only for G2/G3 - G4/G5 - Standard 6 Ft. Cable - N/C (Ship separate)	\$0.00	\$0
1	Free Insured Shipping	\$0.00	\$0.

Total \$10,057
Balance Due \$10,057

DS-UNI-21-5045

Keep a copy of this invoice for Proof of Purchase. Seller is making no representation, warranty or guarantee, and Purchaser acknowledges that Seller has not made any representations, warranty or guarantee, express or implied, all items sold as is. Any warranties listed are the responsibility of the Manufacturer.

Overdue Invoices will be Charged 1.5% Interest per month with a \$5.00 Minimum (\$30.00 Charge for Returned Checks)

Overview

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
School Resource Officer Program**

The School Resource Officer (SRO) Program is authorized by the South Carolina Appropriation Act which provides that state funds appropriated for the School Safety Program and School Resource Officers in the Act shall be utilized by the department for the purpose of hiring certified law enforcement officers to serve as a school resource officer for school districts, including the South Carolina Public Charter School District and schools authorized by an institution of higher learning, that otherwise would lack the adequate resources to hire their own school resource officers. In making awards the department shall provide funding directly to the local law enforcement agency to pay for the cost of the law enforcement officer that shall serve as a full time school resource officer. There is no match requirement for this program.

Version: 0.1

Application Deadline: 2021-10-29

Application #: AS22040

Award #: SR-029-N1200-22

Award Date: 2021-12-31

State Start Date: 2022-01-01

State End Date: 2022-06-30

Project Details

Project Title: Chester County SROs

Project Summary (max. 300 characters):

This project will provide funding for new school resource officers in four (4) schools that currently do not have a school resource officer due to a lack of funding. This project will also equip the new school resource officers with necessary equipment.

Type of Application: New

Year of Funds: 2022

Other (explain):

Law Enforcement Agency Details

Agency Name: Chester County

Address: 2740 Dawson Drive

City: Chester

State: SC

9 Digit Zip: 29706

(Area) Phone #: (803) 581-5131

(Area) Fax #: (803) 581-5552

County: Chester

**Other county/counties this project will
serve:**

Organization Type: County

Other (specify):

U.S. Congressional District: 5th

**Has your agency registered in the
System for Award Management
(SAM)?** yes no

(<https://uscontractorregistration.com>):

Budget Narrative

List items under each Budget Category Heading. Explain exactly how each item listed in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. However, a statement must be included indicating whether or not the law enforcement agency has any unused funds from previous award years, and if so, an explanation with the total amount of unused funds.

These funds will be for the purpose of paying six (6) months salary for four (4) new school resource officers. These deputies/school resource officers will be placed in the following schools: Lewisville Elementary, Great Falls Elementary, The Academy for Teaching and Learning and, the Chester County Career Center. Additional awarded funds will go toward the purchase of all equipment needed for each deputy to include uniforms, accessories and fully equipped marked patrol vehicles. The details or breakdown of funds are attached in a separate document.

The the cost of the vehicle of \$160,000 was reduce by the amount of the unused funds in the amount of \$6,018 to \$153,982.

Terms & Conditions

OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS SCHOOL RESOURCE OFFICER PROGRAM TERMS AND CONDITIONS

1. **Availability of Funds:** This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds.
2. **Correspondence:** All correspondence to the State Funding Agency (SFA), regardless of the medium (paper, email, facsimile, etc.), must include either the application number, or in the case of an award, the award number to which the correspondence refers.
3. **Non-Supplanting Agreement:** The implementing law enforcement agency shall not use award funds to supplant state or local funds or other resources that would otherwise have been made available for this program.
4. **Project Implementation:** The implementing law enforcement agency agrees to implement this project within 90 days following the grant award effective date or possibly be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first progress report.
5. **Written Approval of Changes:** Any changes to this award that are mutually agreed upon by the applicant and the South Carolina Department of Public Safety (SCDPS) Office of Highway Safety and Justice Programs (OHSJP) must be approved in writing by the OHSJP prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Any change to an application is considered a revision and must be accomplished on the grants management system.
6. **Budget Revision Requirements:** Changes to an application before or after award is considered a revision, and is required under Written Approval of Changes with some very specific exceptions. The major budget categories are: Personnel, Travel, Equipment, and Other. A budget revision will not be required if:
 1. The expended amount in a major budget category does not exceed the amount budgeted for that major budget category by 10%;
 2. The quantity of Personnel or Equipment does not increase;
 3. The item to be purchased is already included in the grant budget.

Final award revisions are requested to be submitted by the 60th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project and why the revision was not accomplished earlier. Revisions must be completed online through the grants management system. Every change made to the original application or subsequent revisions is considered a revision and will require you to create and justify that revision.

7. **Sole Source Procurement:** Use of sole source procurement is strongly discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the OHSJP.
8. **Bidding Requirements:** The awardee must comply with proper competitive bidding procedures as required by the South Carolina Consolidated Procurement Code. On any items, including those bid in the aggregate whose total cost requires a bid, bids must be submitted to the SCDPS Office of Financial Services (OFS) for review and approval prior to acceptance of any quote/bid. Provide a copy of all bids submitted, the bid selected, and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract also **must** be submitted to the OFS for prior approval. Include the state contract number and the contract ending date on the quote when it is submitted for approval and then the invoice when it is submitted with the Request for Payment.
9. **Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration (GSA). These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.
10. **Training Approval:** All training that award-funded personnel wish to attend that will be paid for with award funds, including registration, lodging, meals, or mileage, must receive prior written approval by submitting the training approval form with an attached copy of the agenda to the OFS.
11. **Utilization and Payment of Award Funds:** Funds awarded are to be expended only for purposes and activities covered by the awardee's approved project plan and budget or subsequent approved revisions. Items must be specifically and individually mentioned in the awardee's approved award budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once per month and no less frequently than once per quarter. Awards failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented and substantiated as detailed in the Request for Payment Instructions.
12. **Recording and Documentation of Receipts and Expenditures:** Awardee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets,

liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the award activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, award documents, etc. Each award must be accounted for separately. Awardees are prohibited from co-mingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one award may not be used to support another.

13. **Financial Responsibility:** The financial responsibility of awardees must be such that the awardee can properly discharge the public trust which accompanies the authority to expend public funds. At a minimum, adequate accounting systems should meet the following criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
 - c. The accounting system should provide accurate and current financial reporting information.
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
14. **Reports:** The awardee shall submit, at such times and in such form as may be prescribed, such reports as the OHSJP may reasonably require, including quarterly financial reports, progress reports, final financial reports, and evaluation reports.
15. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim, or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim, or audit is resolved.
16. **Property Control:** Effective control and accountability must be maintained for all personal property. Awardees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Awardees should exercise caution in the use, maintenance, protection, and preservation of such property.
 1. **Title:** Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the awardee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 2. **Property Control Record Form:** At the time the final request for payment is submitted, the awardee must file with the OHSJP a copy of the Property Control Record Form (provided by the OHSJP) listing all such property acquired with grant funds. The awardee agrees to be subject to a biennial audit by the OHSJP and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
 3. **Use and Disposition:** Equipment shall be used by the awardee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by state funds. When use of the property for project activities is discontinued, the awardee shall request, in writing, disposition instructions from the OHSJP prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the OHSJP immediately.
17. **Performance:** This award may be terminated or fund payments discontinued by the OHSJP where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those award conditions or other obligations established by the OHSJP. In the event the awardee fails to perform the services described herein and has previously received financial assistance from the OHSJP, the awardee shall reimburse the OHSJP the full amount of the payments made. However, if the services described herein are partially performed, and the awardee has previously received financial assistance, the awardee shall proportionally reimburse the OHSJP for payments made.
18. **Deobligation of Award Funds:** All awards must be deobligated within forty-five (45) calendar days of the end of the award period. Failure to deobligate the award in a timely manner will result in an automatic deobligation of the award by the OHSJP.
19. **Project Evaluation Report:** Any formal evaluation report must be received by the OHSJP not later than 45 days after the end of the reporting period.
20. **Fiscal Regulations:** The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the OHSJP Guidelines or "Special Conditions" placed on the award.
21. **Compliance Agreement:** The awardee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the OHSJP. Failure to comply could result in a "Stop Payment" being placed on the grant.
22. **Suspension or Termination of Funding:** The OHSJP may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a awardee for any of the following reasons:
 1. Failure to adhere to the requirements, standard conditions, or special conditions. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
 2. Failure to submit reports.
 3. Filing a false certification in this application or other reports or documents.
 4. Other good cause shown.

Certification by Project Director

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this award application; that costs incurred prior to award approval may result in expenses being absorbed by the awardee; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

Prefix: Captain

Name: David Peeples

Suffix: II

Title: Captain

Agency: Chester County Sheriff's Office

Mailing Address: 2740 Dawson Drive

City: Chester

State: SC

9 Digit Zip: 29706

(Area) Phone Number: (803) 377-6125

(Area) Fax Number: (803) 581-5552

E-Mail Address: dpeeples@chesterso.com

Signature:

Bonded: yes no

* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL.

Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Awardee to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this award application; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

Prefix: Mr.

Name: Tommy Darby

Suffix:

Title: Treasurer

Agency: Chester County

Mailing Address: 1476 JA Cochran By-Pass

City: Chester

State: SC

9 Digit Zip: 29706

(Area) Phone Number: (803) 385-2608

(Area) Fax Number: (855) 946-0259

E-Mail Address: tdarby@chestercounty.org

Signature:

Bonded: yes no

*** NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL

Financial Point of Contact

Prefix: Mr.

Name: Tommy Darby

Suffix:

Title: Treasurer

Agency: Chester County

Mailing Address: 1476 JA Cochran By-Pass

City: Chester

State: SC

9 Digit Zip: 29706

(Area) Phone Number: (803) 385-2608

(Area) Fax Number: (855) 946-0259

E-Mail Address: tdarby@chestercounty.org

Signature:

Bonded: yes no

Certification by Law Enforcement Agency Head

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

I further affirm that this law enforcement agency is in a position to hire or fill the requested SRO position(s) within 90 days of the date of award and maintain it/them throughout the award period.

Prefix: Sheriff

Name: Donald "Max" Dorsey

Suffix: II

Title: Sheriff

Agency: Chester County Sheriff's Office

Mailing Address: 2740 Dawson Drive

City: Chester

State: SC

9 Digit Zip: 29706

(Area) Phone Number: (803) 581-5131

(Area) Fax Number: (803) 581-5552

E-Mail Address: sheriffdorsey@chesterso.com

Signature:

Bonded: yes no

***NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL.

Review

Release

Mark this application as released

Under Review

Set application back to Under Review status

SPECIAL CONDITIONS

IMPLEMENTING AGENCY: Chester County Sheriff's Office

SCHOOL DISTRICT: Chester County School District

AWARD NUMBER: SR-029-N1200-22

AWARD DATE: December 31, 2021

1. All information required by Special Conditions must be submitted to the Office of Highway Safety and Justice Programs (OHSJP) within 30 days of the award.

The OHSJP is now offering awardees 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.

Documents with signatures may be sent via email to the School Resource Officer (SRO) Program at SROprogram@scdps.gov, or mailed to the following address:

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
Attn: Ms. Kayla Boston
P.O. Box 1993
Blythewood, SC 29016

Please contact Trevon Fordham, SRO Program Coordinator, at (803) 896-8709 or via email at TrevonFordham@scdps.gov for further clarification.

2. This award is contingent upon approval and availability of funds from the state funding source.
3. Please note that the budget pages have been changed to reflect the current approved award. Please reprint those pages for your files.
4. The award period is from January 1 – June 30, 2022. Application for continued funding is required on an annual basis. The SRO solicitation for FY2022-23 is tentatively scheduled to be released on or about January 18, 2022 and will be available at <https://scdps.sc.gov/ohsjp>. The deadline for the FY2022-23 application submission will be February 25, 2022 unless otherwise stated in the solicitation.
5. The Project Director and the individual who will be completing Request for Payment forms and financial transactions must attend and fully participate in a Project Management Course. Participants can choose between two dates that will be offered virtually.

10:00 a.m., Thursday, January 27, 2022
10:00 a.m., Wednesday, February 9, 2022

SPECIAL CONDITIONS

Please RSVP, no later than January 21, 2022, to Kayla Boston at KaylaBoston@scdps.gov and indicate the date requested to receive an invitation and link.

6. The Implementing Law Enforcement Agency may obligate award funds only after the Head of the Implementing Law Enforcement Agency makes a valid acceptance of the award. As of the first day of the award period (January 1, 2022), the awardee may choose to incur project costs using non-state funds, but any such project costs are incurred at the awardee's risk until, at a minimum - (1) the awardee makes a valid acceptance of the award, and (2) all applicable special conditions are cleared by OHSJP. Nothing in this condition shall be understood to authorize the awardee to use award funds to "supplant" local funds.
7. This award and project costs defined in the approved application are only applicable to the agency's state-funded SRO positions listed below unless OHSJP is notified of a reassignment in accordance with these special conditions.

School District	School Name	SRO Name
Chester	Academy for Teaching and Learning Charter	Vacant
Chester	Chester County Career Center	Vacant
Chester	Chester Park Elementary Complex	Antonio Seat*
Chester	Great Falls Elementary	Vacant
Chester	Lewisville Elementary	Vacant

*Evidence of completion of Basic SRO Course is required. See Special Condition #12.

8. Submit a copy of the Award document signed by the Head of the Implementing Law Enforcement Agency within 30 days from the date of the award.
9. Submit the Certification Pages of the approved grant application with the appropriate signatures of the current Project Director, Financial Officer, and the Law Enforcement Agency Head within 30 days. Please contact Nicole Cannon, Senior Accountant, at (803) 896-8426 or by email at EmeikaCannon@scdps.gov for further information.
10. This award is to pay for the cost of a law enforcement officer(s) that shall serve as a full-time SRO at an assigned school within the school district. The implementing law enforcement agency must complete and forward to the OHSJP at SROprogram@scdps.gov a Personnel Assignment Letter (PAL) when filling any vacant position funded by this award. A PAL is also required to be submitted notifying the OHSJP of any change in SRO assignment at any school that is provided an SRO through this program. The PAL must be submitted on agency letterhead. A sample PAL is provided in the award packet for guidance.

The Project Director and the Head of the Implementing Agency for the award must sign this letter with the school district superintendent carbon copied. The filling of any vacancies and any changes to grant-funded personnel must be submitted within 30 days from the date of hire, assignment, or the date the change occurs.

SPECIAL CONDITIONS

11. Submit a current Memorandum of Understanding (MOU) signed by the school district superintendent and the Law Enforcement Agency Head within 30 days of the award date. The following is relevant text from South Carolina Code of Regulations 43-210 regarding SRO MOUs.

Prior to placing a school resource officer at a school or in a district office, a memorandum of understanding must be executed between the school district, and the employing local law enforcement agency. The role of the school district, individual schools, local law enforcement agency, school administration, and the school resource officer shall be clearly defined in the memorandum of understanding. The role of the school resource officer must clearly be defined pursuant to S.C. Code Ann 5-7-12 and in the memorandum of understanding. The provisions of this regulation and Regulation 43-279 must be included in the memorandum of understanding. The school district shall provide the school administration with a copy of the memorandum of understanding, and review it with the school administration and with the school resource officer prior to the start of every school year.

12. Submit evidence of completion of a Basic SRO training course as provided or recognized by the National Association of School Resource Officers (NASRO) or the South Carolina Criminal Justice Academy (SCCJA) for any newly assigned, or existing state-funded SRO previously listed in these special conditions whose last name is followed by an asterisk, within 30 days of completion or assignment. Evidence of completion includes a copy of the course completion certificate or a Student Session Transcript from the SCCJA Acadis portal.
13. Prior to obligation or expenditure of funds for equipment or supplies, including those bid in the aggregate, written approval must be received from the State Funding Agency by emailing SRProgram@scdps.gov and copying EmeikaCannon@scdps.gov. Refer to the Equipment Procurement Administrative Procedures outlining state and federal requirements located on the Division of Procurement Services website, <https://www.procurement.sc.gov/>. All purchases must follow state procurement guidelines. If purchasing on state contract, prior approval must be received before purchase.
14. Payment of Funds and Payment Schedule:

Payment of funds will be made on a reimbursement basis. If an agency has a financial hardship that justifies payment in advance, a written request stating the justification of need for an advance payment may be forwarded to Nicole Cannon at EmeikaCannon@scdps.gov for consideration.

A Request for Payment/Quarterly Fiscal Report (RFP) covering the period of January 1, 2022 to March 31, 2022 will be due by May 1, 2022. A Final Request for Payment/Quarterly Fiscal Report covering the period of April 1, 2022 to June 30, 2022 will be due by August 1, 2022.

All charges for personnel must be accompanied by timesheets and payroll reports generated by the agency's accounting system. A universal timesheet is available if your agency does not provide one. Additional supporting documentation regarding salary and fringe benefits expenditures shall be made available to SCDPS upon request.

SPECIAL CONDITIONS

Award funds are not to be used for overtime. If the implementing law enforcement agency desires to pay the state-funded SRO overtime, it must come from a permissible funding source other than the State SRO Program.

Reimbursement for equipment for a vacant position will not be made until the vacancy is filled and the required Personnel Assignment Letter is received by the OHSJP.

A Property Control Form for each individual item with a minimum cost of \$1,000 and any weapons must be submitted with the Final RFP.

Failure to submit any of these required reports in a timely manner will result in a delay in reimbursement. Requests for Payment may also be submitted on a monthly basis. The Request for Payment, requested supporting documentation, and any payment-related items or questions should be directed to SROprogram@scdps.gov with EmeikaCannon@scdps.gov copied or contact Nicole Cannon at (803) 896-9958.

15. The implementing law enforcement agency will complete a quarterly online report at <https://appengine.egov.com/apps/sc/dps/sroreport> with information on all SROs employed by the agency (including SROs funded by sources other than the SRO Program). This quarterly report must be completed no later than 30 days after the end of the quarter:

Quarter ending March 31, 2022: Due May 1, 2022

Quarter ending June 30, 2022: Due August 1, 2022

If an agency has over ten (10) SROs, the agency may submit a spreadsheet to SROprogram@scdps.gov containing the same information in lieu of using the online report.

16. In addition to the above reporting requirements, the implementing law enforcement agency may be subject to additional reporting requirements regarding this award. The OHSJP will provide additional notice if applicable.
17. The following applies to patrol vehicles purchased with SRO Program funds:
 - a. Must be a vehicle type typically used in the ordinary course of performing routine patrol duties for the implementing law enforcement agency.
 - b. Must be clearly identified as an SRO vehicle and fully-marked with external emergency lights (light bar) and full color agency graphics in the same manner as the regular fully-marked patrol vehicles of the implementing agency. If not otherwise clearly identified as an SRO vehicle, the vehicle must have "SRO" on each rear quarter panel of the vehicle, which must be a minimum of four inches in height.
 - c. Must be assigned to a state-funded SRO for the useful life of the vehicle, a minimum of six years.

SPECIAL CONDITIONS

- d. Lighting, graphics, or window tinting not standard to normal patrol vehicles of the implementing law enforcement agency, with the exception of lettering "School Resource Officer" or "SRO" in order to comply with the above patrol vehicle marking requirements, is not allowable. Permanent school-specific graphics on the patrol vehicle are not allowed. Temporary (e.g. magnetic) school graphics/logo provided by a funding source other than this award may be utilized on the patrol vehicle with the authorization of the law enforcement agency head.

FOR SRO PROGRAM USE ONLY

NO.	ASSIGNED TO	CLEARED BY	DATE
1	NA		
2	NA		
3	NA		
4	NA		
5	TF		
6	NA		
7	NA		
8	TF		
9	NC		
10	TF		
11	TF		
12	TF		
13	NA		
14	NA		
15	NA		
16	NA		
17	NA		

Budget

	CATEGORIES	TOTAL
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PERSONNEL - SALARIES:

Position Title, School District, School Name	% of Time On Project	Base Salary	Total Fringe Benefits*	
School resource officer, Chester County, Chester County Career Center	100	\$18,462	\$10,957	\$29,419
School resource officer, Chester County, The Academy for Teaching and Learning	100	\$18,462	\$10,957	\$29,419
School resource officer, Chester County, Great Falls Elementary School	100	\$18,462	\$10,957	\$29,419
School resource officer, Chester County, Lewisville Elementary School	100	\$18,462	\$10,957	\$29,419
TOTAL SALARIES:				\$117,676

TRAVEL:

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

Description	Cost	Quantity	
			\$0
TOTAL TRAVEL:			\$0

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

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

Description	Cost	Quantity	
Fully Marked SRO Patrol Vehicle (\$40,000 cap offset by \$6,018 in carry forward funds)	38495.5	4	\$153,982
In-Car Camera	5084	4	\$20,336
Mobile Data Terminal (MDT)	7298	4	\$29,192
Mobile Radio	5904	4	\$23,616
Body Armor (Vest & Carrier)	1107	4	\$4,428
Portable radio	5904	4	\$23,616

Taser and accessories	1845	4	\$7,380
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TOTAL EQUIPMENT: \$262,550

OTHER:

Description	Cost	Quantity	
uniform and accessories (boots, pants, shirts, winter gloves, duty belt, uniform coat, and rain coat)	1750	4	\$7,000
Handgun	554	4	\$2,216
Mobile Phone	400	4	\$1,600

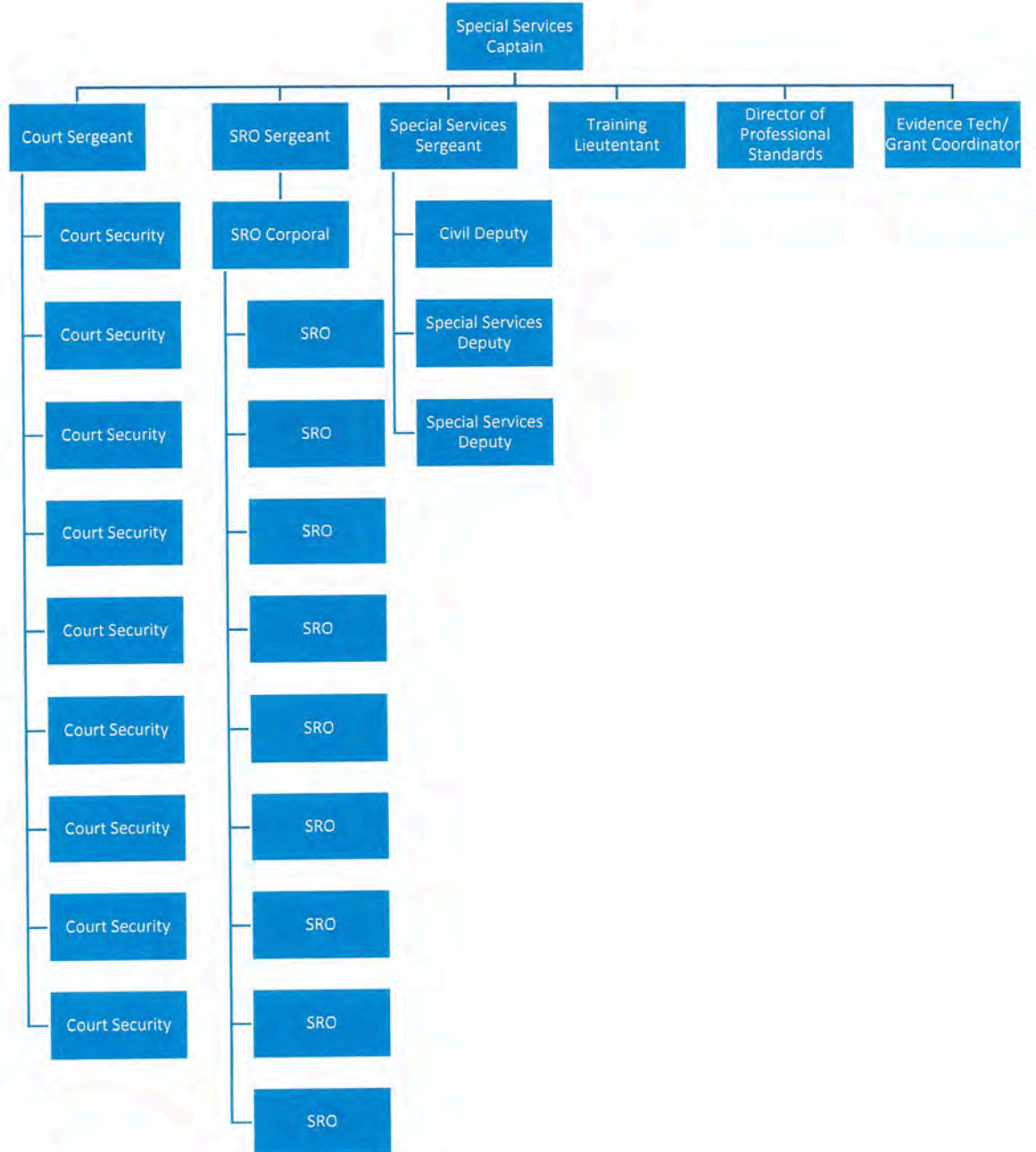
TOTAL OTHER: \$10,816

TOTAL PROJECT COST: \$391,042

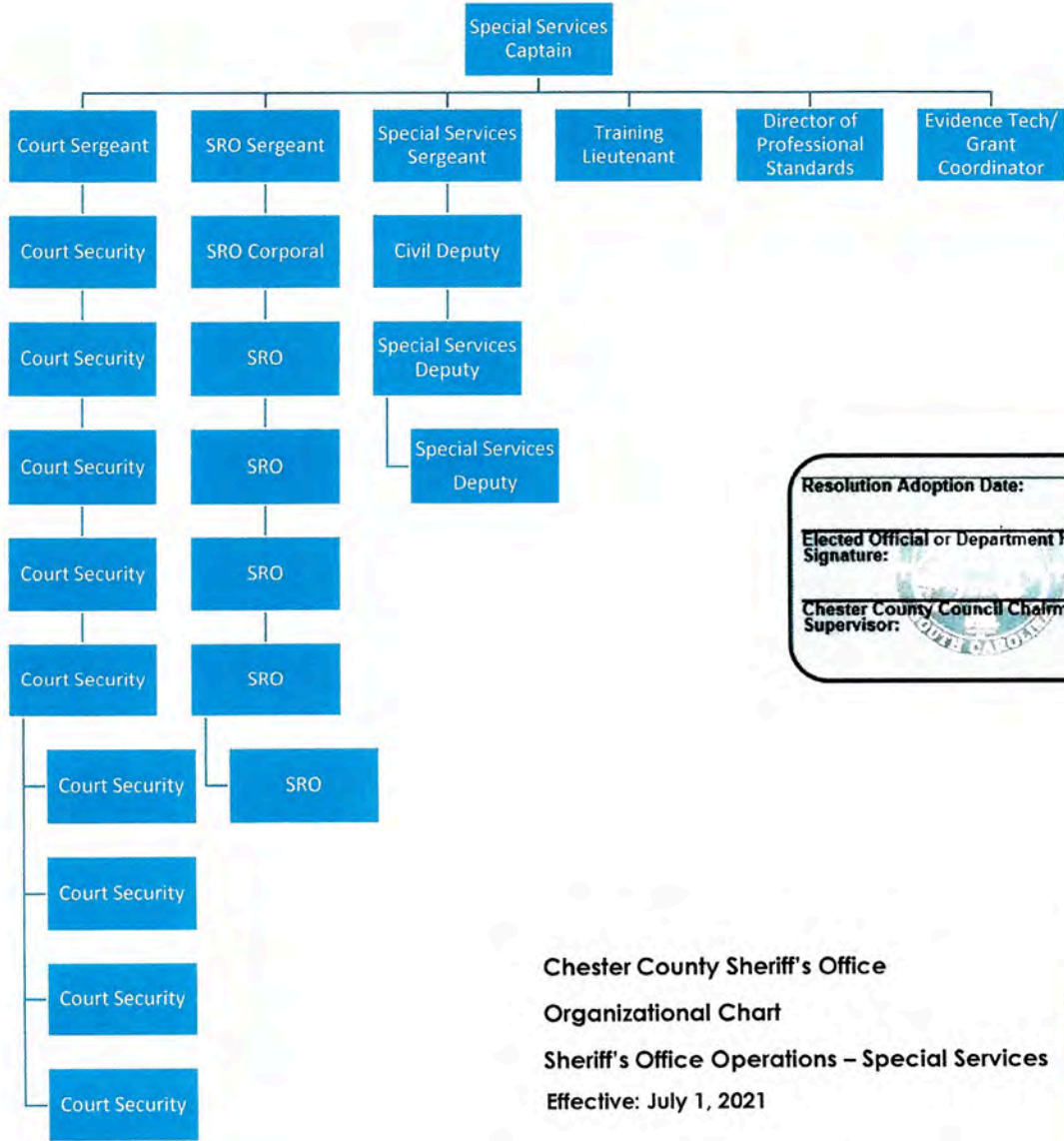
**"Total Fringe Benefits" is the total employer contributions for Social Security & Medicare (FICA), Retirement, Workers Compensation Insurance, and Health Insurance.*



Chester County Sheriff's Office Organizational Chart Special Services Division Department 301



OLD Chart



Resolution Adoption Date:
Elected Official or Department Head Signature:
Chester County Council Chairman & Supervisor:

Chester County Sheriff's Office
Organizational Chart
Sheriff's Office Operations – Special Services
Effective: July 1, 2021



Chester Healthcare Foundation

Wm. H. Bundy *President*

P.O. Box 249
Chester, SC 29706

Daniel C. Peach *Chairman*

803-581-2027
Fax 803-581-2028

November 1, 2021

Dear Grantee Recipient:

I am pleased to inform you the Chester Healthcare Foundation has reviewed your grant application for the Fall-2021 Cycle.

We are pleased to inform you your request has been approved for funding.

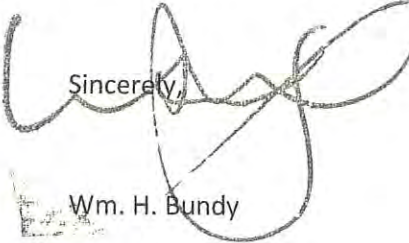
The grant is subject to the terms and conditions as stated in the Memorandum of Understanding (MOU), which must be signed by the appropriate persons and returned to the Foundation prior to the provision of your payment. As a reminder, the enclosed Budget & Evaluation Report Forms must be submitted to the Foundation within six (6) months. No future grant applications will be considered until provision of these reports.

Please note the addition of a new requirement to the Memorandum of Understanding:

"The grant recipient shall be responsible for the provision of a press release with the Chester News & Reporter relative to the grant award."

The Foundation congratulates you and wishes you success in your endeavors.

Sincerely,



Wm. H. Bundy

President

Chester Healthcare Foundation

Responsive Grant Budget Report

Grant Organization: Chester County Sheriff's Office

Amount of Grant: \$20,000 Approval Date: October 18, 2021

Project Funded: A Look Into the Future

How Funds Were Spent
(Attach sheet if more space is needed)

Reporting Period: _____

	<u>Amount Budgeted</u>	<u>Expenditures to Date</u>	<u>Balance</u>
1. Personnel	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
2. Materials, supplies, etc.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
3. Occupancy, other	_____	_____	_____
_____	_____	_____	_____
4. Equipment, other capital	_____	_____	_____
_____	_____	_____	_____
Totals:	_____	_____	_____ **

**** If any funds were unspent, please submit plans for expending balance or return to the Foundation.**

I certify that grant funds have been expended as reported above, and I will supply substantiation of expenditures upon request.

Signed: _____ Date: _____
Executive Director

Signed: _____ Date: _____
Board Chairman

Chester Healthcare Foundation

Responsive Grant Evaluation Report Form

Name of Agency or Organization: Chester County Sheriff's Office

Name of Project/Program Funded: A Look Into the Future

Amount Awarded: \$20,000

Grant Period Reported On this Evaluation Form: July 1 to December 31, 2021

Please refer to your original grant proposal in answering the following:

1. State your original goal(s) and list each project/program objective.
 - a. Which of your objectives have you completed? For each completed objective, describe how you measured your outcomes (eg. test scores, survey results, observation, records etc.)
 - b. For the objectives you have not completed, what progress, if any, have you made toward completion? Explain how you measured this progress.
 - c. If no progress has been made toward an objective(s), please explain why.
2. If any project/program objectives were changed, please explain the circumstances leading to the modification of the objectives.
3. As a result of what you learned during implementation of this program, what will you now do differently, if anything?
4. Please attach results of any outside/contractual evaluations.
5. Please include with your report a Budget Report Form provided by the Foundation. *If all grant funds have not been expended by the report date, all unused funds must be returned to the Foundation or a written request to carry forward unused funds for the next program year must be submitted to the Foundation. This request will be subject to Board approval.*

Memorandum of Understanding

October 18, 2021

Chester County Sheriff's Office

A Look Into the Future

\$20,000

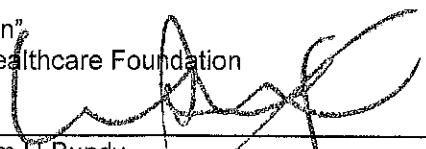
- 1) Grantee shall perform the project as described in Grantee's proposal.
- 2) A signed and completed Memorandum of Understanding must be received by the Foundation prior to the payment of any grant funds.
- 3) Grantees shall inform the Foundation of intent to amend and change the program's purposes or activities and request the Foundation's prior written approval for significant changes to the grant, including the approved budget.
- 4) Progress reports and any additional information requested about the Project shall be provided to the Foundation in a timely manner by the Grantee.
- 5) Grantee shall provide the Foundation delineated financial statements comparing actual expenses with the approved project budget and grant status reports as requested. The budget and grant evaluation reports shall be due as follows:
- 6) All receipts and expenditures of Grantee associated with the project shall be in accordance with the project budget as outlined with the project budget as outlined with the award letter. Under no circumstances should salaries exceed the amount shown on the project budget.
- 7) Sums not used by Grantee for the purposes of the project shall be returned to the Foundation.
- 8) At any time during the term of the project and for a period of three years following termination of the project, all financial and other records relating to the project shall be made available upon request at Grantee's regular place of business for audit by Foundation personnel or its designated representative. Grantee will receive notice of audit findings and will correct any non-compliance issues.
- 9) The Foundation may terminate this grant or withhold the payment of grant funds if (a) Grantee's performance is not consistent with its project description, (b) Grantee is incapable of satisfactorily completing the project, (c) Grantee's federal income tax status changes, (d) Grantee fails to meet the conditions outlined in this Memorandum of Understanding, or (e) Grantee dissolves or fails to operate. The final determination of a Grantee's status shall be at the sole discretion of the Foundation Board.
- 10) Property or equipment purchased with grant funds shall be used exclusively for the purpose of the project and not by any person or entity for private benefit. If property or equipment is used for other than project purposes, the Grantee shall refund the Foundation

any non depreciated portion of property or equipment purchased with grant funds.

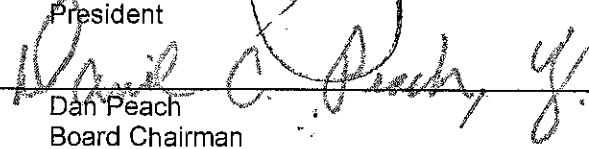
- 11) All publicity associated with the project must identify the Chester Healthcare Foundation, Chester, South Carolina, as a primary funding source.
- 12) Foundation and Grantee agree that this grant does not create a principal –agent, joint venture or any other associative relationship between the parties, and Grantee shall not, by act of omission or Commission, foster any belief on the part of third parties that any such relationship exists.
- 13) Grantee agrees that in providing services under the project, persons will be provided service without regard to race, color, creed, national origin, age or sex.
- 14) Receipt of this grant does not imply any further funding commitment by the Foundation to Grantee.
- 15) This Memorandum of Understanding supersedes any previous agreements heretofore made and executed between the parties regarding the project. Any change in the terms hereof shall be in writing and signed by the Foundation and Grantee.

IN WITNESS WHEREOF, we hereunto set our hands on the date below indicated.

"Foundation"
Chester Healthcare Foundation

By: 
Wm. H. Bundy
President

10-18-21
Date

By: 
Dan Peach
Board Chairman

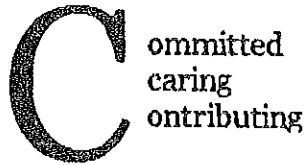
10-18-21
Date

"Grantee"
By: 
Executive Officer

11-9-2021
Date

"Grantee"
By: _____
Board Chairman

Date



The Herbert and Anna Lutz Foundation
"Serving our Neighbors"

GRANTEE CONTRACT/AWARD DOCUMENT

Date: 1/4/2022

Amount: _____

GRANT # 8

Captain David Peeples
Chester County Sheriff's Department
2740 Dawson Drive
Chester, S. C., 29706

Dear Captain Peeples:

Your organization is being awarded a grant from the Lutz Foundation. In order to qualify, your CEO or person who will be responsible for dispersing the award money, must review and sign off on the terms and conditions as set forth in this Grantee's contract letter. The signature of your representative will constitute the Grantee's acceptance and agreement to the terms and conditions.

The Grantee shall expend grant funds exclusively for the stated purpose as described in the grant proposal for CHESTER COUNTY SHERIFF'S DEPARTMENT
LARGE DRONE PROGRAM.

1. The grant expenditure period will begin with date of award check and will end on August 1st of the same year.
2. The Grantee has provided the Foundation with verification of the Grantee's public charity status under Sections 501(c)(3), 170(b)(1)(A), and 509(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and agrees to notify the Foundation of any change in the Grantee's status.
3. **Should the Grantee's public charity status change; the Grantee must return all unexpended funds to the Foundation.**
4. **The Grantee agrees to repay any and all grant funds that are not used for the express stated purpose of the grant. Any unexpended grant funds remaining at the expiration of the grant period will be returned to the Foundation.**
5. The Grantee shall not under any circumstance, transfer, assign or encumber any portion of the grant. Furthermore, the Grantee agrees that the grant funds will not be

Post Office Box 147, Chester, SC 29706
Phone: 803-385-5357 Website: <http://www.lutzfoundation.org>

expended, transferred, or used for any purpose or any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations.

6. The Grantee shall maintain accurate accounting records and retain records of receipts and disbursements related to the expenditure of grant funds and will keep such accounting records for two years after the end of the grant period. A copy of all receipts and disbursements related to the expenditure grant award must be furnished to the Lutz Foundation upon completion of the program or project by August 1st the of the grant year.
7. Site visits will be made by board members during and after the completion of the program or project. A Grantee must advise board members of program's or project's progress during the expenditure period. Board members will use these reports to schedule site visits.
8. The Grantee must acknowledge the Foundation's support of this project or program through media coverage of pictures and articles. This coverage must begin when the award is made and again after the completion of the program or project. **(Deadline August 1st the year the award is made.)** This media coverage will bring additional awareness to the public of your organization as well as supporting the mission of our foundation.

In describing the foundation, please use the following information;

"The Herbert and Anna Lutz Foundation"

"A Chester South Carolina Family Foundation established in 1993, which awards grants supporting Education, Community, Health and Welfare."

Grantee's Signature/Date

Dewey Guyton

Witness/Date

Grantee's Signature/Date

Joan L. Guyton

Witness/Date

Revised October 2018

Post Office Box 147, Chester, SC 29706
Phone: 803-385-5357 Website: <http://www.lutzfoundation.org>

December 20, 2021

Dear Michelle Huey,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CHESTER, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$599,193.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with

those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.

3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry



Carter Quality Plumbing, llc
P.O Box 1391
Lancaster, S.C. 29721
1-888-Quality

Invoice 52715
Invoice Date 2/24/2021
Completed Date 2/24/2021
Customer PO

Billing Address
Chester County Detention Center
2740 Dawson Drive.
Chester, SC 29706 USA

Job Address
Chester County Detention
Center
2740 Dawson Drive.
Chester, SC 29706 USA

Description of Work

Task #	Description	Quantity	Your Price	Your Total
EST	Estimate: Investment is to remove 2 commercial water heaters along with all copper and gas lines in the water heater room. Once everything is removed we will reconfigure and install everything back new which includes 3/4 -2" copper, 2 commercial grade water heaters, and gas line. Cheater jail will supply two mixing valves and two recirculating pumps. Once work is complete there will be a 1 year warranty on our materials and a 1 year labor only warranty on customer supplied materials. \$28,580 due upon completion	1.00	\$0.00	\$0.00

Sub-Total \$0.00
Tax \$0.00
Total Due \$0.00

Balance Due \$0.00

Thank you for your business.

I hereby authorize you to proceed with the above work at the StraightForward Pricing Rate® of \$0.00

\$0.00 Authorized Amount Due upon completion.

ACCEPTANCE OF WORK PERFORMED: I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. I understand that if my check does not clear, I am liable for the check and any charges from the bank. I agree to pay 1.75% per month for past-due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all associated fees and reasonable attorney fees. I agree that the amount set forth in the space marked "Total Amount Due" is the total Straight Forward Price® I have agreed to.

Work Performed To My Satisfaction



COMBACCO
S.p.A.
Apollò
S.p.A.

Apollò
S.p.A.
Sede: Via ...
Tel. ...
Fax. ...
E-mail: ...





R OUTLET
DH4518-000 REV.11

Complies with ASHRAE/IES Standard 90.1-1999
150659-001 Rev. 08

RELIEF VALVE
THIS WATER HEATER IS EQUIPPED WITH AN ANTI-SCALDING TEMPERATURE LIMITING DEVICE (T&L) FOR SAFE OPERATION OF THE WATER HEATER. THE RELIEF VALVE IS NOT TO BE USED AS A PLUGGED IN DISCONNECT POINT OR AS A PLUGGED IN DISCONNECT POINT. REFER TO SERVICE MANUAL FOR INSTRUCTIONS FOR OPERATING THE RELIEF VALVE.







Apollo
CONSRACO
IND. INC.
U.S.A.

WATER METER OUTLET
2004 19 000 REV. 11

CONTRACTOR
REPLACEMENT
METER THIS CODE ON THE
92FX-3W06-11111
A.O. Smith Corp. Oak Bluff, FL















SOLD
HOT



Classified by UL to NSF Standard
 NO. 5 when installed with Leg Kit
 Number 6570, see instruction manual.
 PN 193941-000

GAS-FIRED		CLASSIFIED		AUTOMATIC CIRCULATING TANK OR AUTOMATIC STORAGE WATER HEATER				
				21DF			LLC	
ANSI/NSF 5		ANSI Z21.10.3B - CSA 4.3B - 2008						
MODEL NUMBER				GAS TYPE		ITEM ID		
BTR 197 118				NATURAL		9280987000		
INPUT BTU/HR		RECOVERY GAL/HR		SERIAL NUMBER		CITY OF NEW YORK DEPT OF BUILDINGS MEA		
199000		192.96		1115M000353		213-98-E		
GAS PRESSURES IN. W.C.			MAX WORKING PRESSURE P.S.I.		ELECTRICAL RATINGS		BUILD DATE	
MANIFOLD	MAX INLET	MIN INLET			VOLTS	HZ	AMPS	
3.50	14.00	4.50	160		60	5	04/13/2011	
CAPACITY		STANDBY LOSS		THERM EFF.				
RATED	MEASURED	%	Blu/hr					
100.0	96	2.25	1320	80				
MADE IN USA A.O. SMITH WATER PRODUCTS CO. MCBEE, SC. USA								

FOR YOUR SAFETY READ BEFORE OPERATING



WARNING

If you do not follow these instructions exactly, a fire or explosion may result causing property damage, personal injury, or loss of life.

This appliance is equipped with an ignition device which automatically lights the pilot. Do not try to light the pilot by hand.


BEFORE OPERATING smell all around the appliance area for gas. Be sure to smell next to the floor because some gas is heavier than air and will settle on the floor.

"WHAT TO DO IF YOU SMELL GAS"

- Do not try to light any appliance.
- Do not touch any electric switch; do not use any telephone in your building.
- Immediately call your gas supplier from a neighbor's telephone. Follow the gas suppliers instructions.
- If you cannot reach your gas supplier, call the fire department.

- C. Use only your hand to switch the power. Never use tools. If the on/off switch does not work, don't try to repair it. Call a qualified technician. Force or attempted repair may result in explosion.
- D. Do not use this appliance if any part is under water. Immediately call a qualified technician to inspect the appliance and to replace the control system and any gas control valves under water.

OPERATING INSTRUCTIONS

1.  STOP! Read the safety information above on this label.
2. Set thermostat to lowest setting.
3. Turn off all electric power to the appliance.
4. This appliance is equipped with an ignition device which automatically lights the burner. Do not try to light the burner by hand.
5. Turn on all electric power to the appliance.
6. Set thermostat to desired setting.
7. Turn on all electric power to the appliance.
8. If the appliance will not operate, follow the "To Turn Off Gas To Appliance" and call your technician or gas supplier.



RELIEF VALVE
THIS VALVE IS TO BE USED TO RELIEVE EXCESS PRESSURE FROM THE SYSTEM IN THE EVENT OF A FAILURE OF THE SYSTEM OR A BLOCKAGE IN THE LINE.
FOR SAFETY PURPOSES, THE VALVE SHOULD BE KEPT CLOSED AT ALL TIMES UNLESS OTHERWISE INSTRUCTED BY THE MANUFACTURER.
RAE/ES Standard 90.1-1999
1A058-001 Rev 02

EMYC