



CITY OF WALHALLA

Main Street to the Mountains

AGENDA

WALHALLA CITY COUNCIL MEETING

October 17, 2023

5:30 PM

City Hall | 206 N Church St, Walhalla, SC

Danny Edwards
Mayor

Danny Woodward
Mayor Pro Tem

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Keith Pace
Councilman

David Underwood
Councilman

Vacant
Council Seat

Michael Kozlarek
City Attorney

Celia Boyd Myers
City Administrator

I. **Call to Order and Welcome**

Mayor Edwards

II. **Moment of Silence**

III. **Pledge of Allegiance**

IV. **Approval of Agenda**

V. **Approval of Minutes**

September 19, 2023

VI. **Public Comment** (*Public Comment is limited to 5 minutes and must be directed to Council, per City Ordinance 2022-8*)

VII. **Mayoral Proclamations**

- A. Disability Awareness Month: Proclaiming October as Disability Awareness Month
- B. Native American Heritage Month: Proclaiming November as Native American Heritage Month

VIII. **Administrator's Report**

- A. Monthly Reports

IX. **First and Final Reading of Resolutions:**

- A. Resolution 2023-15: A Resolution honoring Lieutenant Robert Bennett

X. **Second, Final Reading and Public Review of Ordinances:** None

XI. **First Reading of Ordinances:** None

XII. **Discussion and/or Action Items** (*to include Vote and/or Action on matters brought up for discussion, if required*)

- A. Request for monument sign within the overlay: 112 West Main Street
- B. Request for monument sign within the overlay: 235 East Main Street
- C. Springbrook Software: Cirrus Cloud



CITY OF WALHALLA

Main Street to the Mountains

XIII. **Executive Session** *(to include Vote and/or Action on matters discussed, if required)*

- A. Real Estate Matters: Community Center, City owned facilities
- B. Lease Matter: City owned property

XIV. **Mayor Comments**

Mayor Edwards

XV. **Adjournment**

Danny Edwards
Mayor

Danny Woodward
Mayor Pro Tem

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Keith Pace
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David Underwood
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**City of Walhalla
City Council
Tuesday, September 19, 2023 • 5:30 PM
Council Chambers • City Hall
Walhalla, South Carolina
Minutes**

In accordance with the South Carolina Freedom of Information Act, Section 30-4-10 et seq., South Carolina Code, 1976, the media was duly notified of the date, time, and place of the meeting.

Councilmembers Present: Mayor Danny Edwards, Mayor Pro Tem Danny Woodward, Grant Keehn, Sarai Melendez and Keith Pace

Councilmembers Absent: David Underwood

Staff Present: Celia Myers

Call to Order: Mayor Edwards called the meeting to order at 5:30 PM, with a quorum present to conduct the meeting and welcomed all present to the meeting.

Moment of Silence: Mayor Edwards called for a moment of silence.

Pledge of Allegiance: Mayor Edwards asked Councilmember Melendez to lead the Pledge of Allegiance.

Approval of Agenda: Mayor Edwards called for a motion to approve the agenda. Mr. Woodward moved to approve the agenda; Mr. Pace seconded. The agenda was unanimously approved.

Approval of Minutes: Mayor Edwards called for any changes to the August 15, 2023 minutes. Hearing none, Mr. Pace moved to approve the minutes and reports provided; Ms. Melendez seconded. The minutes were unanimously approved.

Public Comments: Mayor Edwards called for any public comments. None approached to speak.

Presentation: Ride to Work Ministry: Mr. Ron Kaufman, VP of Ride to Work Ministry shared this ministry with City Council and the public. He shared that this organization offered temporary transportation for individuals to work for a nominal fee. They have provided 13,000 rides to over 280 individuals, 135 of which graduated from the service. He also shared that volunteers are becoming harder to get. Mr. Kaufman provided information on how to become a coach and/or donate to this ministry.

Mayoral Proclamations

Mayor Edwards read the Hispanic Heritage Month proclamation, proclaiming September 15 through October 15 as Hispanic Heritage Month.

Mayor Edwards read the Fire Prevention Week proclamation, proclaiming October 8 through October 14 as Fire Prevention Week.

Administrator's Comments: Mrs. Myers presented the monthly reports as presented in the packet. She highlighted the retirement of Lieutenant Robert Bennett from the Walhalla Police Department, the work at Stumphouse Mountain Park, the arrival of the new front-loading sanitation truck, the progress of the Hwy 11 water project and the wait list of water taps due to supply issues.

First and Final Reading of Resolution 2023-14

Mrs. Myers presented the resolution, sharing that the Oconee Joint Regional Sewer Authority (OJRSA) required a resolution to fill the seat. Mr. Keehn moved to approve Resolution 2023-14, naming Celia Myers to Seat 5 of the OJRSA Board; Mr. Pace seconded. The motion to approve was unanimous.

Final Reading and Public Hearing of Ordinance 2023-17

Mayor Edwards asked Mrs. Myers to present the proposed ordinance combining the water and sewer ordinances into one. Mrs. Myers presented the ordinance as amended from the July meeting and highlighting additional changes, including the provision for heirs to transfer accounts into their name with penalty and clerical/agreement errors. Mr. Keehn moved to adopt the ordinance as amended and presented; Mr. Pace seconded. Mayor Edwards opened the public hearing and called for any one wishing to speak on this item to come forward. None approached. The public hearing was closed. Hearing no further discussion, the motion to adopt Ordinance 2023-17 as amended was passed unanimously.

Public Defender Agreement for FY2024

Mrs. Myers presented the proposed agreement with the public defender's office for the FY2024. It was questioned whether this is same contract signed last year. It was. This agreement with fee provides legal services to those unable to obtain legal representation before the municipal court. Police Chief Tim Rice stated that the service is used frequently, when asked. Mr. Pace moved to enter into the FY2024 agreement with the public defender's office; Mr. Woodward seconded. There was no further discussion. The motion to enter into the agreement was unanimous.

Springbrook Software: Cirrus Cloud

Mrs. Myers presented the proposal by Springbrook Software for Cirrus Cloud for billing, payroll and permitting services. She explained that this was considered prior to the budget, but constraints prevented it from moving forward. Since that time, some issues with the City's current software company and the City was able to negotiate a lower cost for the conversion of data to the new system. Discussion ensued with Council desiring more information, specifically from current users of the Cirrus Cloud system. This information will be shared at the October meeting.

Recap of Utilities Committee Report

The Utilities Committee met to provide guidance to Billing staff regarding high bills, allowing staff to offer a payment plan for those affected in the missed billing cycle.

Executive Session

Mr. Woodward moved to enter executive session in order to discuss a contractual matter regarding the fire contract, real estate matters regarding City owned properties and the recreation center and a lease matter involving City owned property. Mr. Pace seconded. The motion to enter executive session was unanimous. Council entered executive session at 6:17 PM.

Mr. Pace moved to exit executive session; Mr. Keehn seconded. The motion to exit executive session was unanimous. Council exited executive session at 7:53 PM.

Mr. Pace moved to authorize the City Administrator have five parcels of City-owned property appraised; Mr. Keehn seconded. The motion to approve was unanimous.

Mr. Pace moved to authorize the City Administrator and staff to investigate a potential property purchase; Mr. Keehn seconded. The motion to approve was unanimous.

Mayor Comments

None were provided.

Hearing no further business, the meeting adjourned at 7:56 PM, with a motion by Mr. Woodward and a second by Ms. Melendez.

Respectfully Submitted,

Celia Boyd Myers, AICP

A PROCLAMATION TO RECOGNIZE EMPLOYEES WITH DISABILITIES
DISABILITY EMPLOYMENT AWARENESS MONTH

WHEREAS, citizens of Walhalla with disabilities have the same aspirations to competitively work and contribute to their communities as everyone else; and

WHEREAS, business and community leaders have called for a diverse and capable work force to further advance the economy of the Palmetto State and City of Walhalla; and

WHEREAS, the support and cooperation of all people are needed to reduce the attitudinal and physical barriers that hinder full acceptance of people with disabilities and their rightful place in employment; and

WHEREAS, employment first, that employment in the general workforce is the first and preferred outcome in the provision of publicly funded services for all working age citizens with disabilities regardless of the level of disability, is implemented in all areas of service provision and delivery for people with disabilities; and

WHEREAS, National Disability Employment Awareness Month recognizes that individuals with disabilities are capable, contributing members of society worthy of full access and inclusion in City of Walhalla's workforce.

Now, THEREFORE, I, Danny Edwards, Mayor of the City of Walhalla, South Carolina, do hereby proclaim the month of October as "Disability Employment Awareness Month" in the City of Walhalla and encourage all citizens, business, and community leaders to encourage and work together to advance the message that people with disabilities are equal to the task.

Mayor of the City of Walhalla Danny Edwards

A PROCLAMATION
TO RECOGNIZE NOVEMBER AS NATIVE AMERICAN HERITAGE
MONTH IN WALHALLA

WHEREAS, inhabiting this region for thousands of years, Native American Indians shared their knowledge of the land and its resources with the first immigrants to our region and have played a vital role in the freedom, prosperity and greatness of our community and the American way of life; and

WHEREAS, Native American Indian culture and society are at the roots of agricultural development, medicinal discoveries, environmental preservation, geography, governmental institutions and structure, commerce and many other facets of our community, state and national; and

WHEREAS, many of this region's residents are of Native American Indian heritage from the various tribes that were indigenous to our state, including the Eastern Cherokee or as descendants of Native American Indians throughout the western hemisphere who relocated to our community; and

WHEREAS, continuing to maintain their history, culture, lifestyles and unique heritage, Native Americans Indians have served and given of their artistic, entrepreneurial and other skills to truly enriched our heritage.

NOW, THEREFORE, I, Danny Edwards, Mayor of the City of Walhalla, do hereby proclaim the month of November Native American Heritage Month in the City of Walhalla and urge all citizens to take this opportunity to learn more about the many contributions made by Native American Indians in the State and to honor the unique heritage of our continent's first inhabitants.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Walhalla, South Carolina to be affixed this Seventh Day of October in the year of our Lord Two Thousand Twenty-Three.

Seal

Mayor Danny Edwards



CITY OF WALHALLA

Main Street to the Mountains

TO: Mayor Edwards and City Council

RE: September Monthly Report

DATE: October 10, 2023

Danny Edwards
Mayor

Danny Woodward
Mayor Pro Tem

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Keith Pace
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City Administrator

Please find enclosed an update on the City's recent activities for the month of September 2023, along with departmental monthly reports.

Administration

Personnel: Administrator's Assistant, Kaylee Baggott hired. Community Development Planner, Mark Bloomer hired and will begin October 31st. Lieutenant Robert Bennett retired. Kyle Fox was named Firefighter of the Year. Asa Thompson was named Police Officer of the Year.

Transportation: South Catherine Street redesign project (begun in late 2020) complete and open. Attended the C-Fund Committee meeting and the City was awarded funds for the S Catherine St project. Sidewalk RFQ drafted and should be out by October 27th. Additional funding opportunities researched.

Planning & Community Development: Continuing to serve in the planning role. The City is now the provider for building permits within City limits. We have processed over a dozen permits related to building, land disturbance and plan review. The Fire Department has assisted in code enforcement, as we have begun to receive additional complaints.

Economic Development: We received word that Waffle House is ready to proceed with the building permit process. We have been communicating with 3 prospects on potential developments.

Community Vibrancy/Events: Annual Hispanic Heritage Festival was held September 16th, with ~800 attendees. Preparations made for Merchant's Market on October 14th. Met with the Rotary Oktoberfest 5K and Fun Run and the Oktoberfest Committee on logistics for their events in Walhalla.

Funding Opportunities: Researching various funding opportunities including appropriations (C-Funds and State) and grants (SCDOT-TAP, PARD, CDBG, SC Forestry Commission)

Finance/Budget: Capital Improvement Plan forms will be sent out to department heads before the end of October for anticipated capital purchases over the next five years. FY 23 Audit process is continuing.



CITY OF WALHALLA

Community Development

206 N Church St. • P.O. Box 1099 • Walhalla, SC 29691 • (864)-723-4141 • Fax (864) 638-4357 • www.CityofWalhalla.com

September 2023 Monthly Report

1. Worked with eight (8) potential new businesses (conducted 5 walk-throughs)
2. Permit administration (see totals below)
3. Fielded additional calls/emails/walk-ins regarding façade and sign grants, building permits, signs, new business process, special events, land use allowances, food trucks, code violations, business licenses, Downtown Design Guidelines and variances.

Applications/Violations Processed, September 2023

Request	Monthly Totals
Zoning Permits	11
Building Permits	2
Violations (IPMC, Sign, Zoning, etc.)	7
Variances	0
Subdivision Permits (Preliminary/Final)	0
Special Exceptions	0
Sign Permits	1
Rezoning Requests	0
Food Truck Permits	1
Fence Permits	0
Demolition Permits	0
Appeals	0



Main Street Walhalla
Directors Report 10/17/23
Catie Fisher

Hispanic Heritage Festival Update

- Attendance of over 800
- 50 booth vendors
- 40 Hispanic booth vendors
- 22 Hispanic food booth vendors
- 4 Hispanic food trucks
- Walhalla Power Tumbling provided mobile gymnastic equipment and bounce house
- The Oconee County Public Library provided free culturally related games, crafts and books
- Walhalla High School Spanish Class read culturally related stories to children and provided handouts about these stories.
- Live music included: Mariachi International and Latin Soul Band
- All of the MC's were volunteers providing English and Spanish announcements throughout the day
- Three Large Piñatas were donated by a local Artist for the children attending to break.
- ALL FOOD BOOTH VENDORS SOLD OUT OF FOOD!
- This project was funded in part by the SC Arts Commission, which receives funds from the National Endowment for the Arts.
- Thank you to our other partners and sponsors:
 - The City of Walhalla
 - The Journal
 - Tri-County Entrepreneurial Development Corporation
 - Community First Bank
 - Oconee County Public Library
 - WGOG
 - La Estrella
 - Foothills Church Español

ATAX Grant

- Main Street Walhalla received a \$1,000 grant from Oconee County Accommodations Tax (ATAX) this fall. This grant supported a portion of printing costs for the Autumn Event Brochure (see attachment).
- These brochures are designed to help advertise specials and events happening with the small businesses in the downtown district.
- Some other county wide events are included in the brochure as one of our downtown businesses is Visit Oconee.

Merchants Market

- Oct. 14th 10am-5pm
- Closed two blocks on Main Street for 70+ booth vendors and food trucks.
- Walhalla Power Tumbling providing mobile gymnastic equipment and bounce house
- Live Performances:

- Oktoberfest Bavarian Dancers
 - DJ Benny Whitten
 - Fungle Band
- Main Street Walhalla and the SC Bigfoot Festival Committee have partnered together to cross promote both events. The Bigfoot Festival in Westminster and Merchants Market are both on the same day.
- Updates to come.

MAIN STREET WALHALLA'S JAN.-SEPT. 2023 IMPACT



Eat.



Drink.

LOCAL



Shop.



20

Net
New Jobs



6

Net New
Businesses



15

Number of
Events



2,660

Volunteer
Hours



Walhalla's Main Street program is an Aspiring
Level Member of Main Street SC



Beaufort, SC is a proud member of Main Street SC
The State Leader in Grassroots Economic Development

City of Walhalla Fire Department

Home of the Mountaineer Engine Co. Est. 1871

Fire Chiefs Monthly Report

September 2023

FIRE-EMS

Incident Response-

We responded to 137 calls for service. 61 were fire calls and 76 were medical/rescue calls. During the month we were on multiple calls 18% of the time. We provided 15 instances of mutual aid. 65 calls were inside the City and 72 calls were either in the unincorporated area or another district. The average on scene time was 29 minutes. Both career and volunteer staff spent 210 hours on incidents.

<u>Incident Type</u>	<u># Incidents</u>	<u>% of Total</u>
Fires	5	3.65%
Overpressure rupture, explosion- no fire	0	0.00%
Rescue & EMS	76	55.47%
Hazardous Conditions	11	8.03%
Service Call	25	18.25%
Good Intent Call	15	10.95%
False Alarm and False Call	5	3.65%
Severe Weather & Natural Disaster	0	0.00%
Special Incident	0	0.00%
Total	137	100.00%

Operations/Training-

Staff, both career and volunteer, trained for a total of 175 hours during the month.

The department has 2 full time firefighter openings. These positions are posted on the City webpage and the department's Facebook page.

Firefighter Austin Chastain was hired and is currently working on A Shift with Captain Vissage.

COMMUNITY RISK REDUCTION

Fire Marshal-

Continuing to complete pre-fire plans and business inspections. Completing re-inspections as needed.

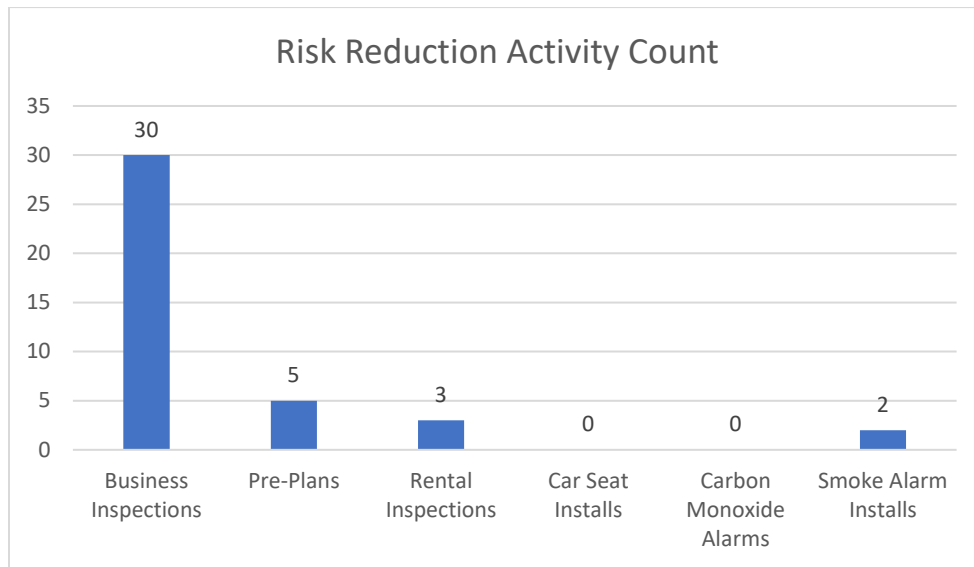
City of Walhalla Fire Department

Home of the Mountaineer Engine Co. Est. 1871

Fire Prevention/Life Safety-

Staff have been scheduling fire safety education events with all the local schools and preschools to begin in the next few weeks. So far we have 8 fire safety talks planned with different venues. Planning and preparation for the upcoming events have been underway with the coordination of the other departments.

The City of Westminster and Westminster Fire Department donated their Fire Safety Smoke House Trailer to us to supplement our Fire Prevention efforts in the district. We thank them for this donation.



EMERGENCY MANAGEMENT

Over the course of the month and continuing into again into October the department and several others surrounding Walhalla have been responding to numerous structure fires, and critical calls for service that have been traumatic in nature. Please keep these responders in your prayers and continue to be patient and understanding please. Everyone is mentally, physically, and emotionally drained.

Please contact me should you have any questions.

Respectfully Submitted,

/s/ Will Bates

Will Bates, Fire Chief



Walhalla Police Department
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Police Report- September 2023

September Events, Updates and Completed Training:

- Officer Asa Thompson was named Blue Ridge Officer of the year.
- Retirement drop-in for Lt Robert Bennett.
- Evidence Room #2 renovations have been finished.
- New evidence refrigerator in place. (purchased from state surplus for \$75, new cost over \$10,000.
- 2 Chargers still out of service, 1 Durango (2020) out of service.
- Traffic Safety Checkpoints conducted.
- SCCJA (academy) Policy Audit conducted. Certification of SCCJA required standards received. (see attached).
- SCDPS Grant award - \$21,963.20 for In-Car Cameras (see attached)

TOTAL CALLS FOR SERVICE	1238
TRAINING HOURS	75 HOURS
Total Arrests	18 (Adult) 1 (Juvenile)
Extra Patrol / Business Checks	375

BREAKDOWN OF OVERTIME BY TYPE:

Shift Coverage	43.8 Hours
Court	6 Hours
Special Event Coverage	
TOTAL OVERTIME	49.8 HOURS (previous month -53.3 hours)

Upcoming Events and Training and News:

- Oktoberfest 2023 planning is finished, schedules are complete.
- City sponsored Halloween event planning is underway and 95% complete.
- Off Duty Officers continue assisting Clemson University with athletic events.
- Police Bike Certification scheduled for 2 officers.
- Child Abuse Investigations training scheduled for 1 officer.
- Adult Protective Services (DSS) meeting planned to develop & improve services.
- Mental Health Rapid Response meeting scheduled to develop & improve services.



Walhalla Police Department
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Reference Material

Sep 2023 – Month End Stats

Total Calls for Service: 1238

Total Traffic Stops: 315

Total Traffic Collisions: 8

Reports Filed:

Collision Reports: 3

Pursuit After-Action: 1

Incident Reports: 65

Response to Resistance:

TOTAL: 69

Citations/Warnings Issued:

Warnings: 240

Traffic Related: 75

Non-Traffic Related: 9

TOTAL: 324

Arrests:

Adults: 18

Juvenile Referrals: 1

TOTAL: 19

Extra Patrols: **TOTAL: 375**



South Carolina Criminal Justice Academy

October 6, 2023

Dear Chief Timothy J. Rice:

Thank you for taking time to email your policies and meet with the Academy evaluator regarding the new standards established by Bill HR3050.

The evaluator found Walhalla Police Department: **In compliance with all nine policies.**

As a reminder, the initial visit was to confirm that your agency has all nine of the required policies and to verify they include the mandatory standards. The next visit, which likely will occur within the next two years, will be to ensure that your agency is complying with the policies by showing *proofs of compliance*. If you or your representative have questions about how to collect proofs, please contact the Academy evaluators listed below.

We appreciate your hard work and dedication to the profession of law enforcement and look forward to working with you again.

Should you have any questions or need additional information, please contact Michael O'Connell at mpoconnell@sccja.sc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Lewis J. Swindler, Jr.".

Director



An Accredited Law Enforcement Training Agency

5400 BROAD RIVER ROAD/COLUMBIA, SOUTH CAROLINA 29212-3540/ PHONE: (803) 896-7777/ FAX: (803) 896-7776



South Carolina Criminal Justice Academy

October 6, 2023

Timothy J. Rice
Chief of Police
Walhalla PD

Via email only: trice@walhallapd.org

RE: Body-Worn Camera Policy

Dear Chief Timothy J. Rice:

Please allow this letter to serve as notice that your policy regarding body worn cameras has been approved¹. In particular, your policy meets the guidelines set for by the Law Enforcement Training Council. You may now contact the Public Safety Coordinating Commission and apply for funds to purchase your body worn cameras. Attach a copy of this letter, to show that your policy has been approved, to your application for those funds. The letter your agency submits to the PSCC must contain the effective date of the policy. Also, if your policy changes, it must be sent to SCCJA for review and approval.

In the meantime if you have any questions, please feel free to contact me at 803 896 7722.

Sincerely,

James M. Fennell
General Counsel

¹ Legal disclaimer: Neither the South Carolina Criminal Justice Academy nor the South Carolina Law Enforcement Training Council are rendering an opinion as to your policy's legal sufficiency. These entities are only stating that your policy meets the guidelines promulgated by LETC. It is advised that you seek legal advice on your policy's legal sufficiency.





Stumphouse Mountain Park
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Stumphouse Mountain Park Report- September 2023

September Events and Updates:

- *Jo Anna spent 80 hours conducting maintenance work in August.*
- *Continued Increase in weekend visitors (Thursday, Friday, Saturday, Sunday).*
- *Work continues at Ross Mountain Parking Lot. (85% complete)*
- *Rehab of picnic tables/areas continues, 50% of tables have been pressure washed.*
- *Trail volunteer work on flow trail, Trail #7, yellow loop and purple boundary trails.*
- *Work in progress to underbrush, clear, clean up areas around middle lake.*

Upcoming Events and Training and News:

- *Continuing work with SC Issaqueena Scholastic Cycling 2 practice sessions have been held with about 40 school aged kids riding each session.*
- *Several local businesses have inquired about licenses for trademarked Stumphouse merchandise (city owned trademark). Planning in continues to make these available.*
- *Ranger Cpl. Scruggs and 1 Police Patrol officer will be attending IPMBA Patrol Bike Certification in the upcoming weeks.*
- *Fencing project at Ross Mountain is underway, delay in material delivery has this project behind schedule. Materials have been delivered now and Ranger Scruggs has scheduled installation.*
- *Boy Scout troop will be at Stumphouse soon for a work project (rehab of picnic area behind gazebo area) with overnight camping. Ranger Scruggs will be on site to coordinate and oversee project.*



Stumphouse Mountain Park

101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Daily:

- Check park entry, fee area, road shoulders, parking areas
- Restroom Cleaning- clean, stock, water in tanks
- Trash collection and haul to convenient center
- Back-pack blow tunnel, roadway, fall's bridges/platform, gazebo, shelter
- Clean grills
- Check inside tunnel gate and Fall's platform
- Checking Ross Mountain Parking

Trails:

- Trim/Cutback on trails.
- Trim and blow path for boundary trail behind silt fencing Ross Mtn parking, reconstruction of trail that was covered by silt fence.
- Blow pump track.
- Cleaned up limbs bottom of black diamond trail.
- Weed-eat black diamond flow trail and out to tunnel parking

Social Media:

- Share city posts
- Storms and trail conditions.
- Post trail work needs for rider safety.
- Post QR Code flier on Social Media Group Sites
- Website material update



Stumphouse Mountain Park
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Grounds Maintenance:

With fall season change, frequency of blowing tracks and parking lots increasing to daily.

1. Shovel/rake silt - fall's trail and tunnel area
2. Keeping water flow area clear coming out of tunnel
3. Tree debris/limb clean-up from storms - road shoulders and grounds
4. Weed-eat highway entrance to fee area
5. Backpack blowing - tunnel to fall's platform, shelter, gazebo
6. Backpack blow roads
7. Weed-eat tunnel parking, top of tunnel area, tunnel road shoulder, lower parking, gazebo
8. Chainsaw - cut root picnic area
9. Trimmed - Red Gate Ross Mtn
10. Pull down vines hanging over road
11. Chainsaw - cut and clean up rotted tree trunk fall fall's parking exit side
12. Cut overhang and vines road shoulder
13. Mow behind shelter
14. Clean around flow pipe - pond
15. Mow and weed-eat deep area behind shelter and pond
17. Weed-eat tunnel area, road shoulder, fall's parking, top of fall's, fall's trail, lower parking
18. Weed-eat remaining road shoulder in park, fee area, main entrance
19. Drive through check park after heavy storm
20. Storm clean-up - blowing, limbs, shoveling silt
21. Mow lower picnic area and shelter - blow and clean shelter, grill and mower
22. Clean grills
23. Clean Heritage Corridor Signs at Fall's and Tunnel

WALHALLA PUBLIC WORKS 10-3-2023

The Public Works Department

September 1 thru 30, 2023 the City of Walhalla picked up:

218 -ton of residential garbage

126 -ton of commercial garbage

45-ton of recyclable brush

19-ton C&D Waste

1 -ton mattresses

Roll Carts for September

Delivered 22

Picked up 7

Repair/Replace 8

During the month of September our department continued picking up brush, leaves, trash, cleaning storm drains, trimming trees, cutting grass and other routine maintenance tasks. The Crane Carrier front load trash truck is back and in service. The rear load truck has the body but no chassis from Ford yet. We began work on the South Catherine Project and it should be complete by the first week of October. Installed new dumpsters at Standpoint Vista and Hardees.

Thanks,

Russ Price

Recreation

September 2023

Soccer

- Last day of regular season soccer is today at 5:30 (If the field is not under water)
- All Star Soccer District Tournament for boys begins November 13th -November 16th
- State Tournament is December 1st -December 3rd
- Girls District Tournament is November 6th - November 9th
- Girls State Tournament is November 17th - November 19th
- Walhalla is hosting the 8u Boys District Tournament November 9th ,13th and 16th

Volleyball

- 3 more regular season home games.
- Volleyball All-Stars will be in November

Football

- Palmetto tournament October 16th
- All Stars starts November 11th

-Basketball Sign up start next week

-Baseball/Softball home games are done

-Getting the rest of the soccer goals down for Oktoberfest by this Friday



UTILITIES COMMITTEE MEETING OCTOBER 2023

MONTHLY REPORT:

SEPTEMBER 2023

New Water Taps – 0

New Sewer Taps - 1

New water contracts - 20

Emergency Locates – 5

Meter box change outs - 3

Meter change outs – 65

Water Service Work Orders – 52

Sewer Work Orders - 7

New development service inquiries – 0

- We have received a shipment of materials for new water taps. We have 32 on our waiting list, and we have begun the process of updating locates to begin installation next week.
- The fire line behind the Police Department has been completed.
- The crews have changed out 65 meters this month. This will help to improve our meter reading times for billing. Also, we have had several residential meters that have failed to read, and we are replacing those as they are found.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
CITY OF WALHALLA

Resolution 2023-15

A RESOLUTION TO HONOR LIEUTENANT ROBERT RYAN BENNETT

WHEREAS, Lieutenant Robert Ryan Bennett began his career with the City of Walhalla on December 2, 2002; and

WHEREAS, Lieutenant Bennett began as a patrol officer and progressed to a Lieutenant – School Resource Officer; and

WHEREAS, Lieutenant Bennett took the time to not only know his kids' names but the parents' names as well and showed each family his caring and friendly demeanor; and

WHEREAS, Lieutenant Bennett was a master of all trades, requiring little supervision and always knowing how to handle any situation with the answers to all questions; and

WHEREAS, Lieutenant Bennett exemplifies the words dedication and loyalty. He was dedicated to his role and always maintained a positive attitude regardless of the situation or circumstances; and

WHEREAS, Lieutenant Bennett work ethic and determination has been tremendous asset to Walhalla Middle School, Walhalla Police Department, and the City of Walhalla.

NOW, THEREFORE, Walhalla City Council resolves to commend Lieutenant Robert Bennett on a job well done and expresses their gratitude of his service for 24 years.

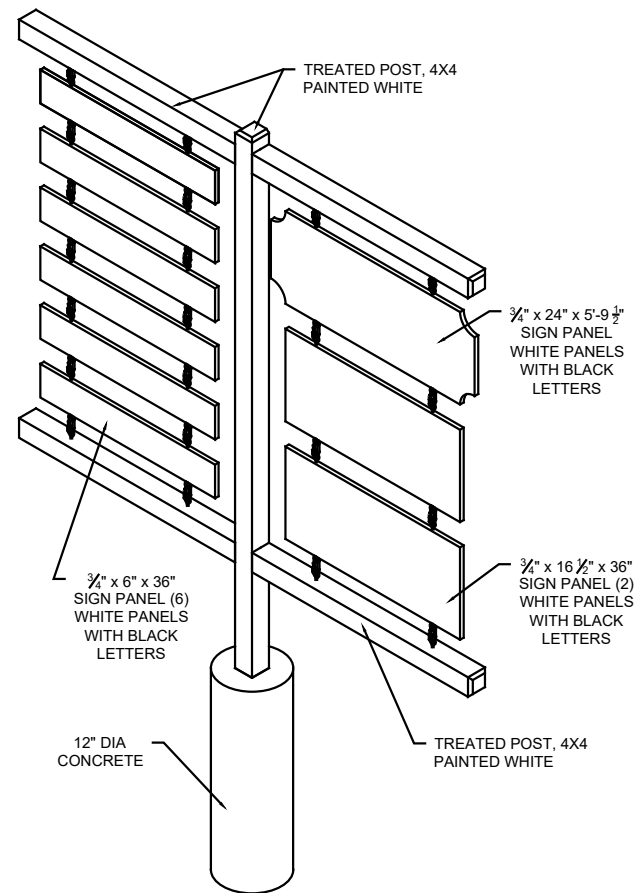
BE IT FURHTER RESOLVED, Walhalla City Council wishes Lieutenant Robert Bennett a happy and healthy retirement.

AND IT IS SO RESOLVED this 17th day of October 2023.

Mayor Danny Edwards

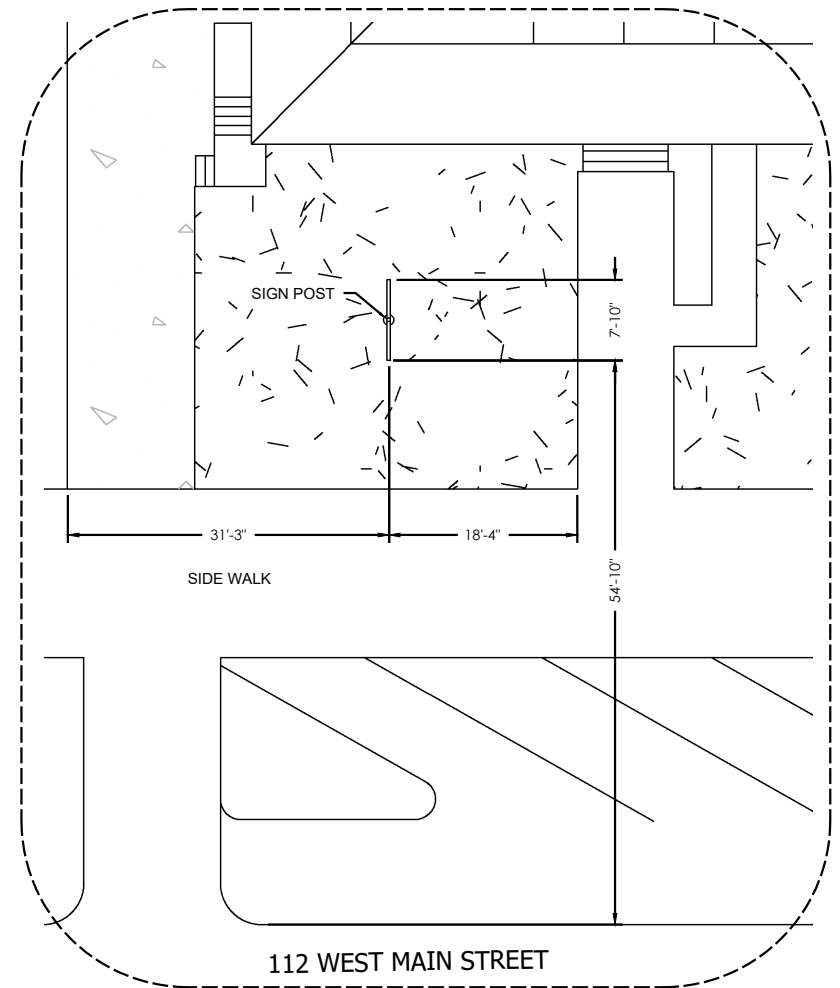
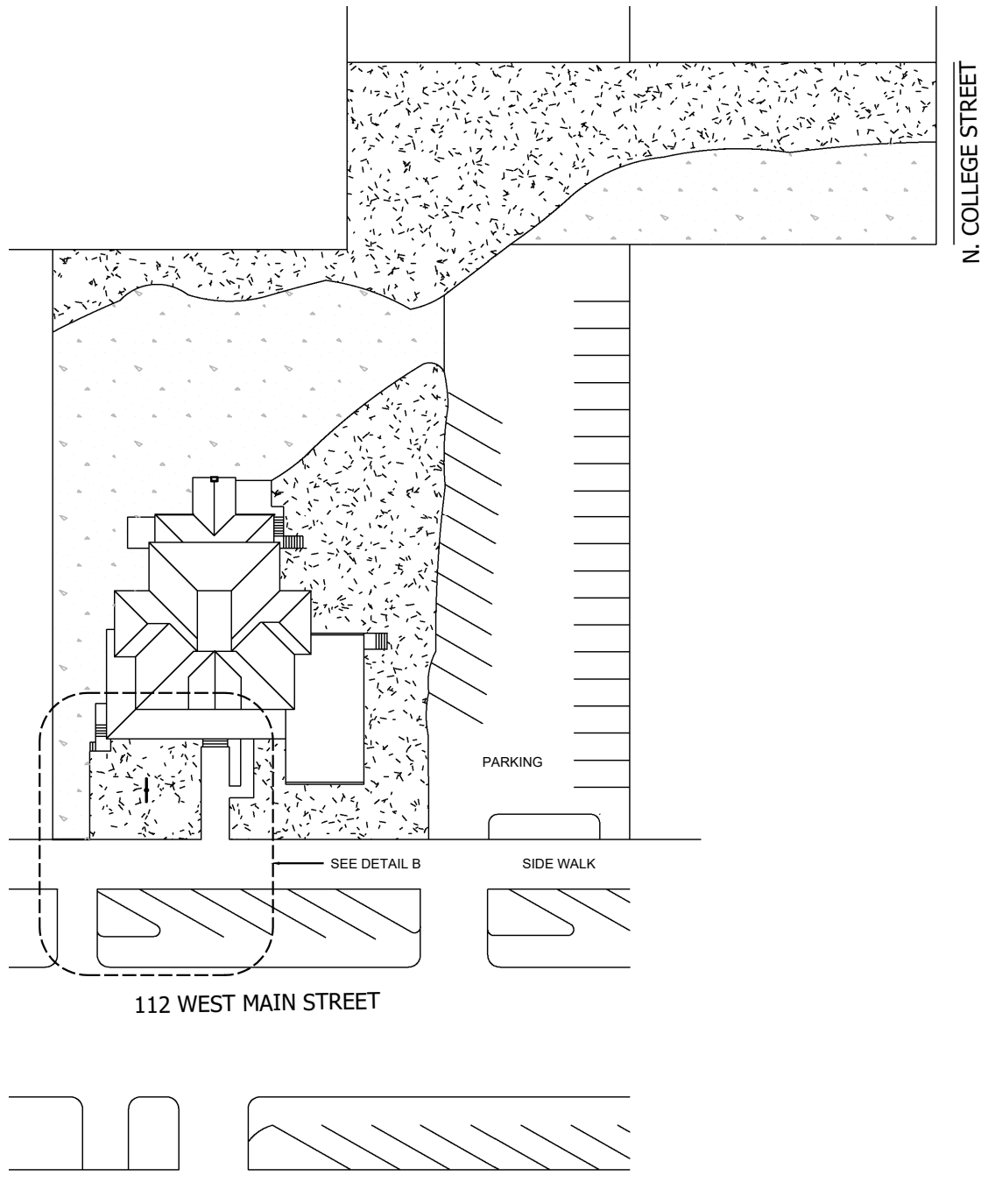
Attest:

Celia Myers, City Administrator



DRAWN BY:
Charles H. Talley
730 W. Bear Swamp Road,
Walhalla, SC 29691
404-330-2450
charleshtalley@gmail.com

OWNER:
Marcia Spaeth
Amanda Dudman
112 W. Main,
Walhalla, SC 29691
404-330-2450



DETAIL B



DRAWN BY:
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 730 W. Bear Swamp Road,
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 404-330-2450
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OWNER:
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 404-330-2450

Chapter 330. Zoning and Subdivision

Part 1. Zoning

Article V. Sign Regulations

§ 330-1.25. General regulations.

A. Definitions. As used in this article, the following terms shall have the meanings indicated:

ABANDONED SIGN

A sign structure that has ceased to be used, and the owner intends no longer to have used, for the display of sign copy, or as otherwise defined by state law.

ANIMATED SIGN

A sign employing actual motion or the illusion of motion. Animated signs, which are differentiated from changeable signs as defined and regulated by this code, include the following types:

- (1) Electrically activated: Animated signs producing the illusion of movement by means of electronic, electrical or electromechanical input and/or illumination capable of simulating movement through employment of the characteristics of one or both of the classifications noted in Subsections (a) and (b) as follows:
 - (a) Flashing: Animated signs or animated portions of signs where the illumination is characterized by a repetitive cycle in which the period of illumination is either the same as or less than the period of nonillumination. For the purposes of this article, "flashing" will not be defined as occurring if the cyclical period between on-off phases of illumination exceeds four seconds.
 - (b) Patterned illusionary movement: Animated signs or animated portions of signs where the illumination is characterized by simulated movement through alternate or sequential activation of various illuminated elements for the purpose of producing repetitive light patterns designed to appear in some form of constant motion.
- (2) Environmentally activated: Animated signs or devices motivated by wind, thermal changes or other natural environmental input. Includes spinners, pinwheels, pennant strings and/or other devices or displays that respond to naturally occurring external motivation.
- (3) Mechanically activated: Animated signs characterized by repetitive motion and/or rotation activated by a mechanical system powered by electric motors or other mechanically induced means.

ARCHITECTURAL PROJECTION

Any projection that is not intended for occupancy and that extends beyond the face of an exterior wall of a building, but that does not include signs as defined herein. See also "awning"; "backlit awning"; and "canopy, attached and freestanding."

AWNING

An architectural projection or shelter projecting from and supported by the exterior wall of a building and composed of a covering of rigid or nonrigid materials and/or fabric on a supporting framework that may be either permanent or retractable, including such structures that are internally illuminated by fluorescent or other light sources.

AWNING SIGN

A sign displayed on or attached flat against the surface or surfaces of an awning. See also "wall or fascia sign."

BACKLIT AWNING

An awning with a translucent covering material and a source of illumination contained within its framework.

BANNER

A sign, with or without characters, letters, illustrations or ornamentation, applied to cloth, paper, plastic or natural or synthetic fabric of any kind, with only such material for a backing. For purposes of this article, a banner is defined only as a temporary sign when used outdoors.

BANNER SIGN

A sign utilizing a banner as its display surface.

BILLBOARD

See "off-premises sign" and "outdoor advertising sign."

BUILDING ELEVATION

The entire side of a building, from ground level to the roofline, as viewed perpendicular to the walls on that side of the building.

CANOPY (ATTACHED)

A multisided overhead structure or architectural projection supported by attachments to a building on one or more sides and either cantilevered from such building or also supported by columns at additional points. The surface(s) and/or soffit of an attached canopy may be illuminated by means of internal or external sources of light. See also "marquee."

CANOPY (FREESTANDING)

A multisided overhead structure supported by columns, but not enclosed by walls. The surface(s) and/or soffit of a freestanding canopy may be illuminated by means of internal or external sources of light.

CANOPY SIGN

A sign affixed to the visible surface(s) of an attached or freestanding canopy.

CHANGEABLE SIGN

A sign with the capability of content change by means of manual or remote input, including signs which are:

- (1) Electrically activated: changeable sign where the message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light-emitting devices; or it may be from an external light source designed to reflect off the changeable component display. See also "electronic message sign or center."

COMBINATION SIGN

A sign that is supported partly by a pole and partly by a building structure.^[1]

DEVELOPMENT COMPLEX SIGN

A freestanding sign identifying a multiple-occupancy development, such as a shopping center or planned industrial park, which is controlled by a single owner or landlord.

DIRECTIONAL SIGN

Any sign that is designed and erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic.

DOUBLE-FACED SIGN

A sign with two faces, back to back.

ELECTRIC SIGN

Any sign activated or illuminated by means of electrical energy.

ELECTRONIC MESSAGE SIGN OR CENTER

An electrically activated changeable sign where the variable message capability can be electronically programmed.

EXTERIOR SIGN

Any sign placed outside a building.

FASCIA SIGN

See "wall or fascia sign."

FLASHING SIGN

See "animated sign, electrically activated."

FREESTANDING SIGN

A sign principally supported by a structure affixed to the ground, and not supported by a building, including signs supported by one or more columns, poles or braces placed in or upon the ground.

FRONTAGE (BUILDING)

The length of an exterior building wall or structure of a single premises orientated to the public way or other properties that it faces.

FRONTAGE (PROPERTY)

The length of the property line(s) of any single premises along either a public way or other properties on which it borders.

GROUND SIGN

See "freestanding sign."

ILLUMINATED SIGN

A sign characterized by the use of artificial light, either projecting through its surface(s) (internally illuminated) or reflecting off its surface(s) (externally illuminated).

INTERIOR SIGN

Any sign placed within a building, but not including window signs as defined by this article. Interior signs, with the exception of window signs as defined, are not regulated by this chapter.

MANSARD

An inclined decorative rooflike projection that is attached to an exterior building facade.

MARQUEE

See "canopy (attached)."

MARQUEE SIGN

See "canopy sign."

MENU BOARD

A freestanding sign orientated to the drive-through lane for a restaurant that advertises the menu items available from the drive-through window, and which has not more than 20% of the total area for such a sign utilized for business identification.

MONUMENT SIGN

A ground-mounted sign in which the area between the bottom edge of the sign and the ground is substantially filled with a solid architectural material. Solid architectural materials include wood, brick, stone, masonry or hard-coat stucco, but do not include aluminum or similar materials.

MULTIPLE-FACED SIGN

A sign containing three or more faces.

OFF-PREMISES SIGN

See "outdoor advertising sign."

ON-PREMISES SIGN

A sign erected, maintained or used in the outdoor environment for the purpose of the display of messages appurtenant to the use of, products sold on or the sale or lease of the property on which it is displayed.

OUTDOOR ADVERTISING SIGN

A permanent sign erected, maintained or used in the outdoor environment for the purpose of the display of commercial or noncommercial messages not appurtenant to the use of, products sold on or the sale or lease of the property on which it is displayed.

PARAPET

The extension of a building facade above the line of the structural roof.

POLE SIGN

See "freestanding sign."

POLITICAL SIGN

A temporary sign intended to advance a political statement, cause or candidate for office. A legally permitted outdoor advertising sign shall not be considered to be a political sign.

PORTABLE SIGN

Any sign not permanently attached to the ground or to a building or building surface.

PROJECTION SIGN

A sign other than a wall sign that is attached to or projects more than 18 inches (457 mm) from a building face or wall or from a structure where the primary purpose is other than the support of a sign.

REAL ESTATE SIGN

A temporary sign advertising the sale, lease or rental of the property or premises upon which it is located.

REVOLVING SIGN

A sign that revolves 360° (6.28 rad) about an axis. See also "animated sign, mechanically activated."

ROOFLINE

The top edge of a peaked roof or, in the case of an extended facade or parapet, the uppermost point of said facade or parapet.

ROOF SIGN

A sign mounted on, and supported by, the main roof portion of a building, or above the uppermost edge of a parapet wall of a building and which is wholly or partially supported by such a building. Signs mounted on mansard facades, pent eaves and architectural projections, such as canopies or marquees, shall not be considered to be roof signs.

SANDWICH BOARD SIGN

A freestanding temporary sign, with no moving parts or lights, which is displayed outside a business during business hours to advertise the business, hours of operation, an event or a promotion. It is not intended as a permanent business sign.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

SIGN

Any device visible from a public place that displays either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations. Noncommercial flags or any flags displayed from flagpoles or staffs will not be considered to be signs.

SIGN AREA

The area of the smallest geometric figure, or the sum of the combination of regular geometric figures, which comprises the sign face. The area of a sphere shall be computed as the area of a circle. The area of all other multiple-sided signs shall be computed as 50% of the sum of the area of all faces of the sign.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

SIGN COPY

Those letters, numerals, figures, symbols, logos and graphic elements comprising the content or message of a sign, exclusive of numerals identifying a street address only.

SIGN FACE

The surface upon, against or through which the sign copy is displayed or illustrated, not including structural supports, architectural features of a building or sign structure, nonstructural or decorative trim or any areas that are separated from the background surface upon which the sign copy is displayed by a distinct delineation, such as a reveal or border.

- (1) In the case of panel or cabinet-type signs, the sign face shall include the entire area of the sign panel, cabinet or face substrate upon which the sign copy is displayed or illustrated, but not open space between separate panels or cabinets.
- (2) In the case of sign structures with routed areas of sign copy, the sign face shall include the entire area of the surface that is routed, except where interrupted by a reveal, border or a contrasting surface or color.
- (3) In the case of signs painted on a building, or individual letters or graphic elements affixed to a building or structure, the sign face shall comprise the sum of the geometric figures or combination of regular geometric figures drawn closest to the edge of the letters or separate graphic elements comprising the sign copy, but not the open space between separate groupings of sign copy on the same building or structure.
- (4) In the case of sign copy enclosed within a painted or illuminated border, or displayed on a background contrasting in color with the color of the building or structure, the sign face shall comprise the area within the contrasting background, or within the painted or illuminated border.

SIGN STRUCTURE

Any structure supporting a sign.

TEMPORARY SIGN

(1) A sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs or any sign not permanently embedded in the ground, or not intended to be permanently affixed to a building or sign structure that is permanently embedded in the ground, are considered temporary signs.

(2) Types of temporary signs.

(a) **GRAND OPENING SIGN**

A sign that displays the words "Grand Opening" to announce the opening of a new business.

(b) **INTERIM SIGN**

A sign intended to provide signage while the permanent sign is being fabricated, repaired or prepared for installation.

(c) **TEMPORARY PROMOTIONAL SIGN**

A sign intended to attract attention to a use or activity for a limited number of events.

(d) **TEMPORARY SPECIAL EVENT SIGN**

A sign for special community activities or seasonal events.

UNDER-CANOPY SIGN or UNDER-MARQUEE SIGN

A sign attached to the underside of a canopy or marquee.

V SIGN

A sign containing two faces of approximately equal size, erected upon common or separate structures, positioned in a "V" shape with an interior angle between faces of not more than 90° (1.57 rad), with the distance between the sign faces not exceeding five feet (1524 mm) at their closest point.

WALL OR FASCIA SIGN

A sign that is in any manner affixed to any exterior wall of a building or structure and that projects not more than 18 inches (457 mm) from the building or structure wall, including signs affixed to architectural projections from a building, provided the copy area of such signs remains on a parallel plane to the face of the building facade or to the face or faces of the architectural projection to which it is affixed.

WINDOW SIGN

A sign affixed to the surface of a window with its message intended to be visible to and readable from the public way or from adjacent property.

[1] *Editor's Note: The definition of "copy," which immediately followed this definition, was repealed at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

B. Exempt signs. The following signs are exempt from the provisions of this article and require no permit:

(1) Traffic, directional, warning or information signs authorized by any public agency.

(2) Official notices authorized by any court, public agency or official.

(3) Institutional signs, not to exceed 20 square feet, for any public, charitable, educational, medical or religious institution.

(4) Building nameplates with related inscription, memorial plaques and cornerstones, when made an integral part of a building or structure.

(5) Flags and flagpoles.

(6) On-site directional signs, not to exceed six square feet in area.

(7) One-time auction signs, not to exceed six square feet in area.

- (8) Private property postings related to trespassing or public safety.
- (9) Religious symbols and seasonal decorations within the appropriate public holiday season.
- (10) "Open house" signs, not to exceed four square feet in area.
- (11) Temporary unlighted real estate (for sale, rent, lease) signs for residential, not to exceed four square feet in area, or for commercial, not to exceed 32 square feet in area, per property, and not to exceed eight feet in height, are allowed, provided the proper permit or business license has been obtained. The signs shall be removed not later than five days after the execution of a lease agreement or closing of the sale. Banner-type signs are not permitted.
- (12) Political signs, subject to the following limitations:
 - (a) Such signs shall not exceed a height of eight feet or a total area of 32 square feet.
 - (b) Such signs for election candidates or ballot propositions shall be displayed on public rights-of-way only for a period of 15 days preceding the election and shall be removed within 10 days after the election, provided that signs promoting successful candidates or ballot propositions in a primary election or unopposed primary candidates and certified petition candidates may remain displayed until not more than 10 days after the general election. Political signs may not be displayed in the medians or rights-of-way on Main Street from Ann Street to Tugaloo Street.
[Amended 4-20-2021 by Ord. No. 2021-4]
 - (c) The maximum number of political signs per street frontage will be one every 25 feet.

C. Prohibited signs. The following signs are prohibited:

- (1) Strobe or neon lights, and signs containing strobe, LED or flashing lights which are visible beyond the property line. This does not include a storefront stationary lit, open/closed sign.
- (2) Any sign attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following conditions:
 - (a) The primary purpose of such a vehicle or trailer is not the display of signs.
 - (b) The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer, and do not break the silhouette of the vehicle.
 - (c) The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets when applicable, and actively used or available for use in the daily function of the business to which such signs relate.
- (3) Abandoned signs.
- (4) Rooftop signs.
- (5) Off-premises signs.
- (6) Contractor's signs.
- (7) A sign or sign structure which obstructs free and clear vision at intersections, or by its position, shape or color may interfere with or obstruct the view of or be confused with any authorized traffic sign, signal or device.

D. Permitted signs. The following signs are allowed, subject to the permitting requirements of § 330-1.26, Permitting process, and the applicable development regulations of this Part 1.

- (1) Permanent freestanding business identification signs.

- (a) Allowable area: not to exceed 36 square feet in area for a single business, or 120 square feet for multiple businesses on the same panel.
 - (b) Number. One freestanding sign is allowed for each developed site, lot or parcel on which a nonresidential use is constructed. Where a site or parcel fronts on more than one street, one freestanding sign is permitted for each street. Where two or more businesses or buildings occupy the same site or parcel controlled by a single owner or landlord (shopping center or industrial park), only one freestanding sign for the aggregate businesses shall be permitted per street frontage.
 - (c) Location. No freestanding sign shall:
 - [1] Be located nearer than five feet to any property line, nor shall such sign face overhang or extend beyond the property line or in any way impair visual clearance at driveway or street intersections.
 - [2] Be set back less than 10 feet from any street right-of-way line.
 - [3] Be permitted in the Downtown Development Overlay District unless it meets all Downtown Design Guidelines, is aesthetically appropriate and is approved by City Council.
 - (d) Height: not higher than eight feet above finished grade of the ground at the sign base, except a maximum height of 30 feet from the ground (pavement) is permitted in Highway Commercial or Light Industrial Districts only.
 - (e) In Office Commercial Districts, a sign may be of berm or solid base design. Application for berm design must be accompanied by a landscape maintenance plan.
 - (f) Where average elevation of a lot is lower than the finished grade of the abutting edge of the sidewalk, a pole or support may be permitted to raise the sign to the level allowed by height regulations.
 - (g) Sign must be permanently affixed. A solid base sign shall be ground-mounted, solid all the way to the ground and constructed of wood, brick, masonry or similar durable materials.
- (2) Permanent signs attached to buildings.
- (a) Allowable area. The total area of signs on the exterior front surface of a building shall not exceed 25% of the front surface area of the building. The same will be required of signage on the sides and rear surfaces of the buildings.
 - (b) Window coverage.
 - [1] In the Downtown Development Overlay District, window or door signs may occupy up to 25% of the storefront glass, and are only allowed on the first floor of the building. All window and door signage in excess of the allowable 25% of the storefront glass should be counted against the overall allowed sign area for that side of the building. Windows are not permitted to be covered on the interior or exterior by plastic, tarps, paper or similar materials unless undergoing active renovations or repairs. Coverage is limited to 90 days. Extension may be permitted where required with written request to the Zoning Administrator.
 - [2] Outside of the Downtown Development Overlay District, signage in or on windows, inside or outside, shall not exceed 50% of any front-facing window.
 - (c) No part of any sign attached to a building, in any manner, shall extend above the uppermost point of each building.
 - (d) Signs shall be limited to the use, business or profession conducted on the premises; except that a sign from a previous business, within that structure, that is otherwise

significant or of historical value may be displayed, provided it is properly maintained by the present owner.

- (e) Letters, decorations and facings of signs shall be constructed of durable materials approved by the Building Official.
- (f) Restaurants shall be permitted to display one menu (in an enclosed case) or menu board, provided that such shall not exceed nine square feet.

(3) Awnings/Canopies.

- (a) Awnings/Canopies shall be no closer than 18 inches to a vertical plane at the street curbline and have a minimum height of 8.5 feet above the sidewalk.
[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]
- (b) Awning/Canopy signs shall consist of the name of the business and numerical address only, with copy area not to exceed an area equal to 25% of the background area of the awning/canopy.

(4) Temporary signs. Temporary signs are permitted to be erected no more than 30 days prior to such sale or grand opening; provided such exhibits are removed within seven day after the event; and further provided that not more than one extension of 30 days may be granted upon request, and no exhibit shall be re-permitted within six months of the time it, or a similar display, is removed from the premises. In the Downtown Development Overlay District, a maximum of two temporary signs are permitted per property. Maximum sign area is 18 square feet per sign.

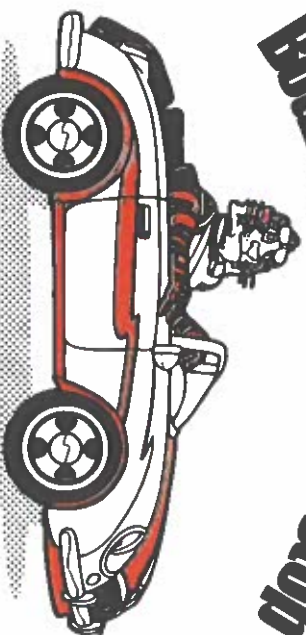
(5) Sandwich board signs.

- (a) Sandwich board signs will be limited to a maximum area of nine square feet in area per side and cannot exceed 42 inches in height. They shall not be placed more than five feet from the front of the primary entrance of the business and be displayed only during business hours of the business utilizing the sandwich board. Only one sandwich board sign per business is allowed; and sandwich board signs shall not be allowed within a roadway or public right-of-way, except in cases where the Zoning Administrator may approve a permit for it to be located within a public sidewalk directly adjacent to a business. In such cases it shall not be placed so as to cause the width of the sidewalk to be reduced below four feet in width, nor shall it prevent free ingress to or egress from any door, or window or fire escape.
- (b) Signs must be stored inside when the business is closed.



PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION

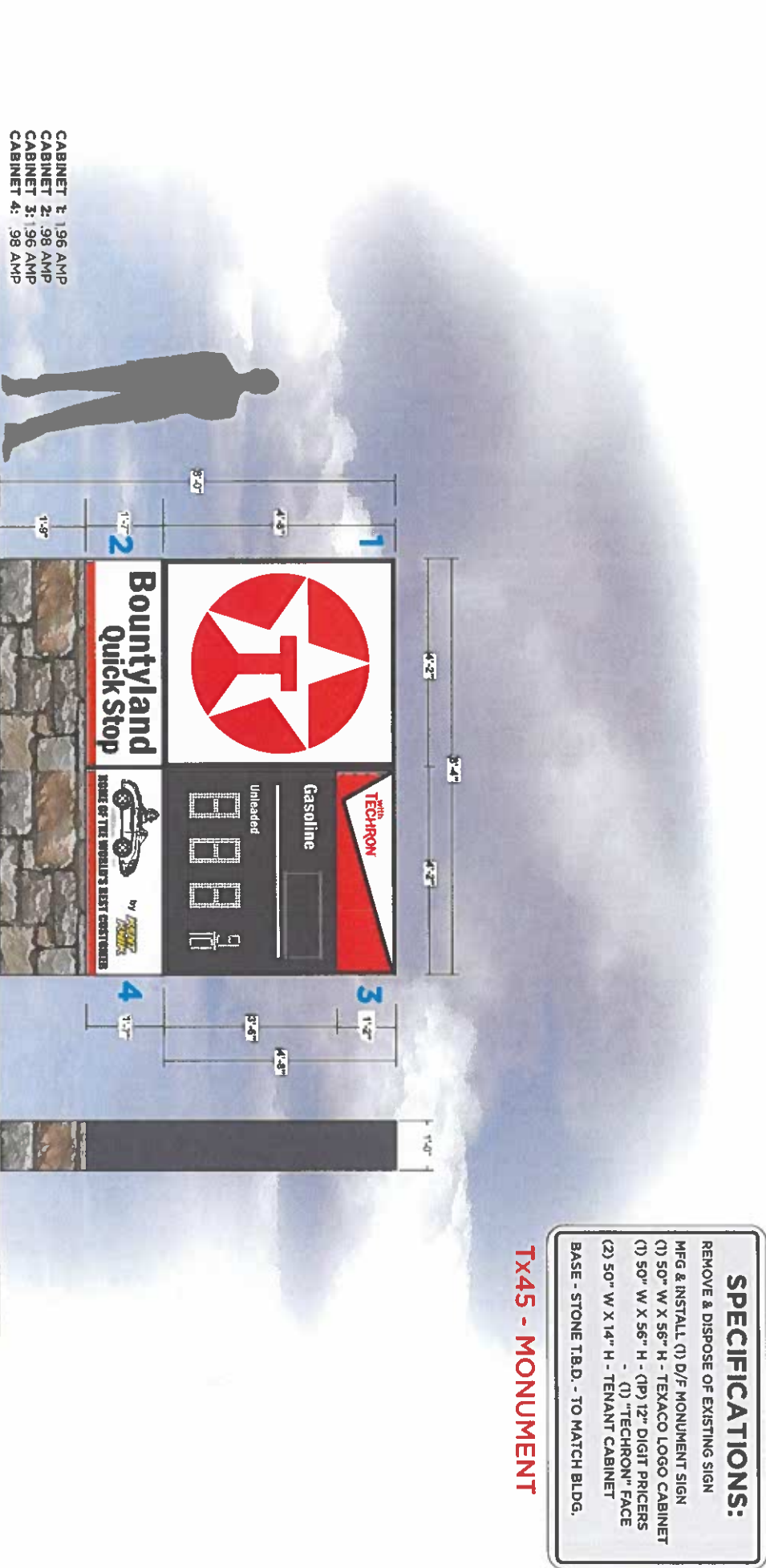
Bountyland Quick Stop



HOME OF THE WORLD'S BEST CUSTOMER
by **KENT**
KWIK

BOUNTYLAND 702

235 E MAIN STREET , WALHALLA, SC 29691



SPECIFICATIONS:

- REMOVE & DISPOSE OF EXISTING SIGN
- MFG & INSTALL (1) D/F MONUMENT SIGN
- (1) 50" W X 56" H - TEXACO LOGO CABINET
- (1) 50" W X 56" H - (1P) 12" DIGIT PRICERS
- (1) "TECHRON" FACE
- (2) 50" W X 14" H - TENANT CABINET
- BASE - STONE T.B.D. - TO MATCH BLDG.

TX45 - MONUMENT

A TEXACO MONUMENT SIGN
SCALE: 1/2" = 1'-0"

CABINET 1: 1.96 AMP
CABINET 2: .98 AMP
CABINET 3: 1.96 AMP
CABINET 4: .98 AMP



6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 281-345-4488

All signs, graphics, surroundings, and artwork materials, including permits are the sole property of Prince Signs LLC and shall not be duplicated, used by or disclosed to any third party without the written consent of Prince Signs LLC.

PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC
PROJECT # 3049 **DATE** 12/30/22

ADDRESS
235 E Main Street
Vadonville, SC 29681
PROJECT MGR A.Coy
DESIGNER A.Coy



MATERIALS

STONE T.B.D. - TO MATCH BLDG

REVISIONS

4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/6/23	R4	BRAND REFRESH	JM

SHEET DETAILS

SCALE: AS NOTED

RUNNING SHEET NUMBER

SPECIFICATIONS:

EXISTING SIGNAGE TO BE REMOVED AND DISPOSED OF.

TO INSTALL NEW VENDOR SUPPLIED INTERNALLY ILLUMINATED FRONT LIT CAPSULE TO EXISTING CANOPY

Image Level 1

CANOPY TO HAVE A TOTAL OF:

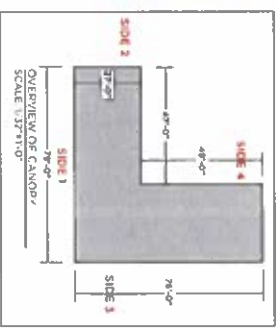
- (2) "TEXACO" WORD-MARK
- (1) "STAR T" CIRCLE LOGO

TTL PUMPS IN STATION
3 GAS - 1 per island



CANOPY ELEVATION FRONT
SCALE: 1/8" = 1'-0"

CANOPY SIDE 1

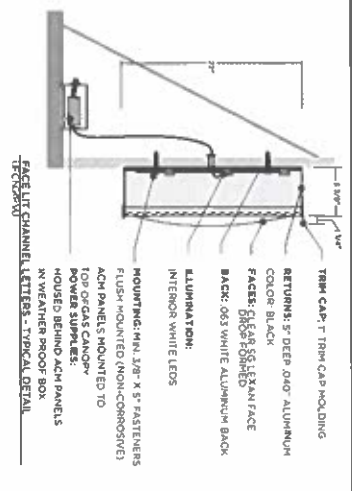


SIGN SQ FT: 3.36 sq ft

FRONT LIT CHANNEL CAPSULE
SCALE: 1/2" = 1'-0"

Cabinet Details			
Width	22.0 in	Module Spacing	22.0 in
Height	22.0 in	Module Count	3
Depth	5.00 in	Module Color	White
Orientation	Horizontal	Module Width	9.31 in
Module Spacing	Single	Module Voltage	24v
Area	2.64 sq ft	Watts per Module	2.68 watts
Power Rating	5.76 Watt	Total Lumens	1000
Power Supply Location	Self-contained	Total Module Length	4.5 feet
Power Supply Count	1	Horizontal Distance	11.0 in
Power Supply Mode	Control by Flux	Vertical Distance	3.7 in
Long Drive	0.980	Outgoing Length	4.5 feet

(2) Patriot XL SHK 18 SS (1) Patriot XL SHK 24 SS



MATERIALS

PROJECT NAME
BOUNTYLAND 702 - SC
PROJECT # 3049 DATE 12/30/22

ADDRESS
235 E Main Street
Wadley, SC 29383

DESIGNER
ALCOY

PROJECT MGR
ALCOY

PROJECT MGR
ALCOY

PROJECT MGR
ALCOY

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ALCOY



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SPECIFICATIONS:

EXISTING SIGNAGE TO BE
REMOVED AND DISPOSED OF.
TO INSTALL NEW VENDOR
SUPPLIED INTERNALLY
ILLUMINATED CHANNEL LETTERS
TO EXISTING CANOPY

CANOPY TO HAVE A TOTAL OF:

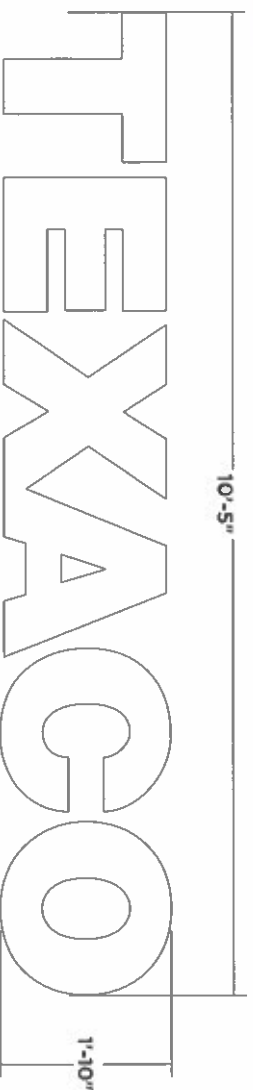
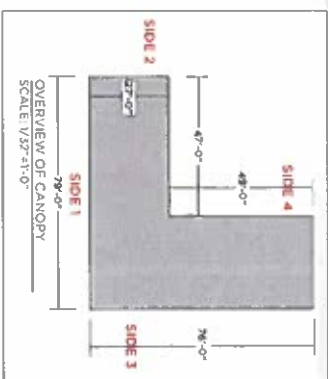
- (2) "TEXACO" WORD-MARK
- (1) "STAR T" CIRCLE LOGO



CANOPY ELEVATION SIDE- SIDE C

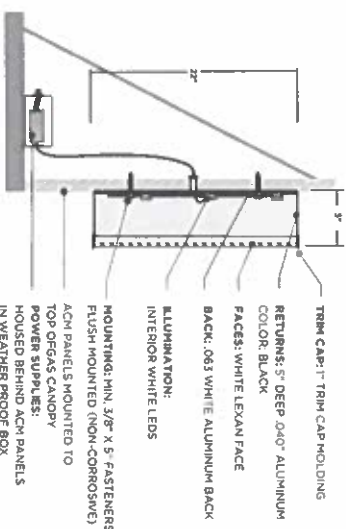
SCALE: 1/8" = 1'-0"

CANOPY SIDE 3



SIGN SQ FT: 19.10 sq ft

26.40 watts



- TRIM CAP: 1" TRIM CAP MOLDING
- RETURNS: 5" DEEP 1040" ALUMINUM
- COLOR: BLACK
- FACES: WHITE TEXAN FACE
- BACK: 063 WHITE ALUMINUM BACK
- ILLUMINATION:
- INTERIOR WHITE LEDS
- MOUNTING: MIN. 3/8" X 5" FASTENERS
- FLUSH MOUNTED (NON-CORROSIVE)
- ACM PANELS MOUNTED TO
- TOP OF GAS CANOPY
- POWER SUPPLIES:
- HOUSED BEHIND ACM PANELS
- IN WEATHER PROOF BOX

FRONT LIT CHANNEL LETTERS
SCALE: 3/4"=1'-0"



6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 281-345-4488

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PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC
PROJECT # 3049 DATE 12/30/22

ADDRESS
215 E Main Street
Waltham, SC 29081
PROJECT MGR DESIGNER
TRACY S. A.COPY

MATERIALS



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. The includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 604.6 (c) (1) of the National Electrical Code.

REVISIONS

NO.	DATE	DESCRIPTION	BY
4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/6/23	R4	BRAND REFRESH	JM

SHEET DETAILS

SCALE: AS NOTED

RUNNING SHEET NUMBER

SPECIFICATIONS:

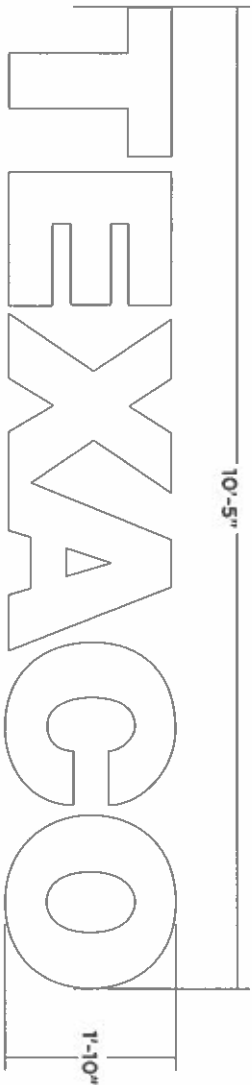
EXISTING SIGNAGE TO BE REMOVED AND DISPOSED OF.
TO INSTALL NEW VENDOR SUPPLIED INTERNALLY ILLUMINATED CHANNEL LETTERS TO EXISTING CANOPY

- CANOPY TO HAVE A TOTAL OF:
(2) "TEXACO" WORD-MARK
(1) "STAR T" CIRCLE LOGO

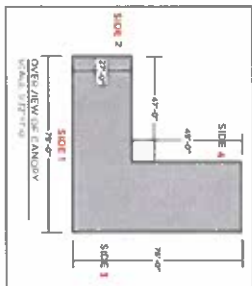
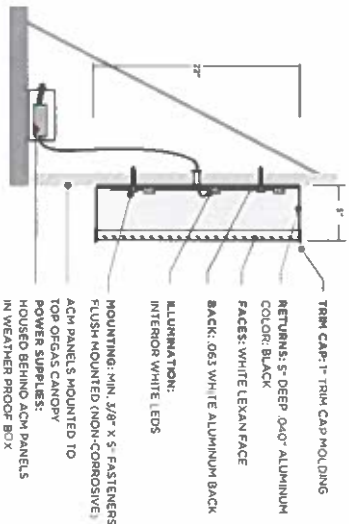


CANOPY ELEVATION SIDE - SIDE C
DEC 23 : \$793/2 \$

CANOPY SIDE 2 & 4



FRONT LIT CHANNEL LETTERS
SCALE: 3/4"=1'-0"



PRINCE SIGNS

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PROJECT INFORMATION

PROJECT NAME
BOUNTILAND 702 - SC
PROJECT # 3049 DATE 12/30/22

ADDRESS
235 E Main Street
Wahalla, SC 29581
PROJECT MGR DESIGNER
TRACY S. A.Cody

MATERIALS



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.8 (A), (D) of the National Electrical Code.

REVISIONS

4/19/23 R1 UPDATED
4/28/23 R2 REVISION
8/27/23 R3 ADDED MONUMENT
9/8/23 R4 BRAND REFRESH

SHEET DETAILS

SCALE: AS NOTED
RUNNING SHEET NUMBER

PROJECT INFORMATION

PROJECT NAME _____

BOUNTYLAND 702 • SC

PROJECT # 3049 DATE 12/30/77

100

ADDRESS

235 E MAIN STREET
WALHALLA, SC 29697

DEFICIENCE

PROJECT MANAGER DESIGN



MATERIALS

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes.

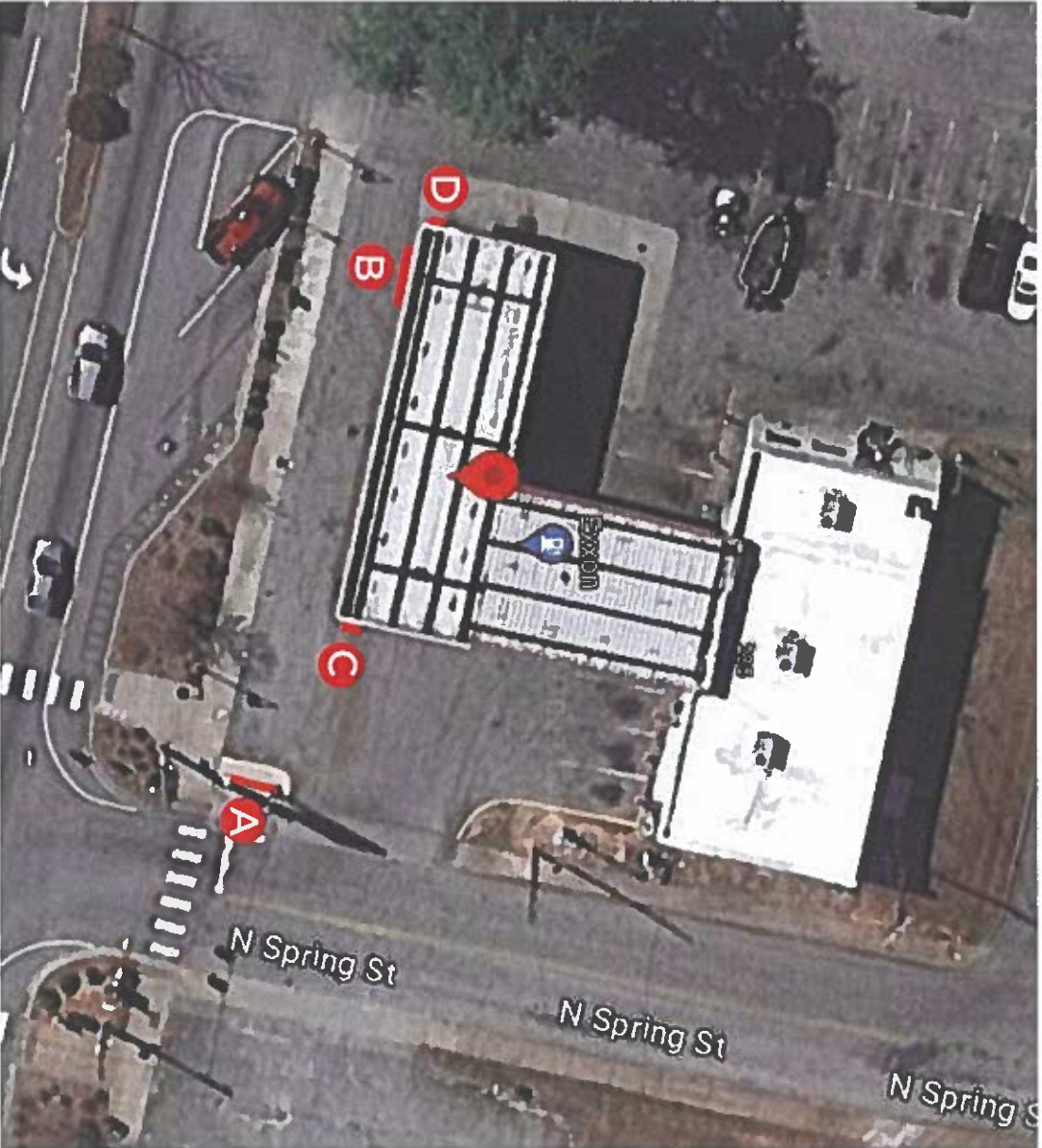
It includes proper grooming and bonding to the dog. The location of the disconnect switch after installation must comply with Article 600 (1) of the National Electrical Code.

REVISIONS		
4/19/23	R1	UPDATED
4/28/23	R2	REVISION
6/21/23	R3	ADDED MONTUMENT
9/8/23	R4	BRAND REFRESH
		JM

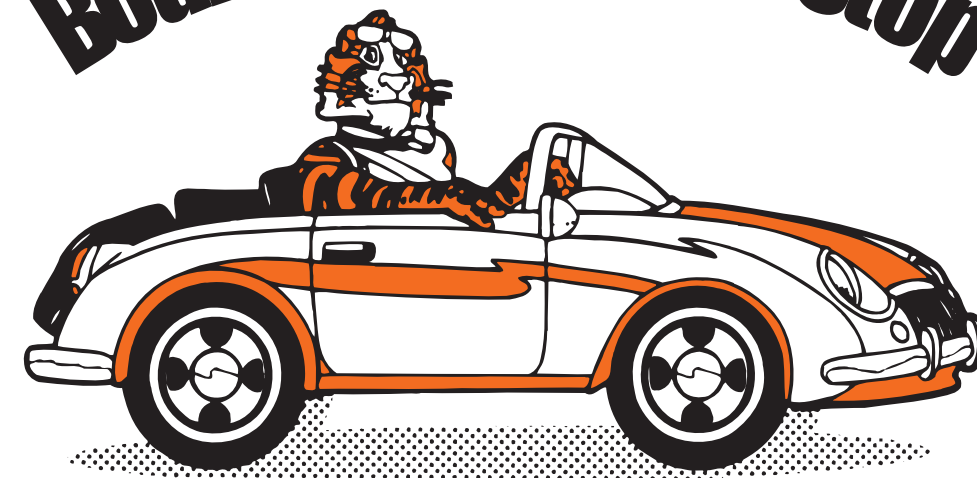
SHEET DETAILS

SCALE: AS NOTED

RUNNING SHEET NUMBER



Bountyland Quick Stop



HOME OF THE WORLD'S BEST CUSTOMER

by **KENT
KNIK**

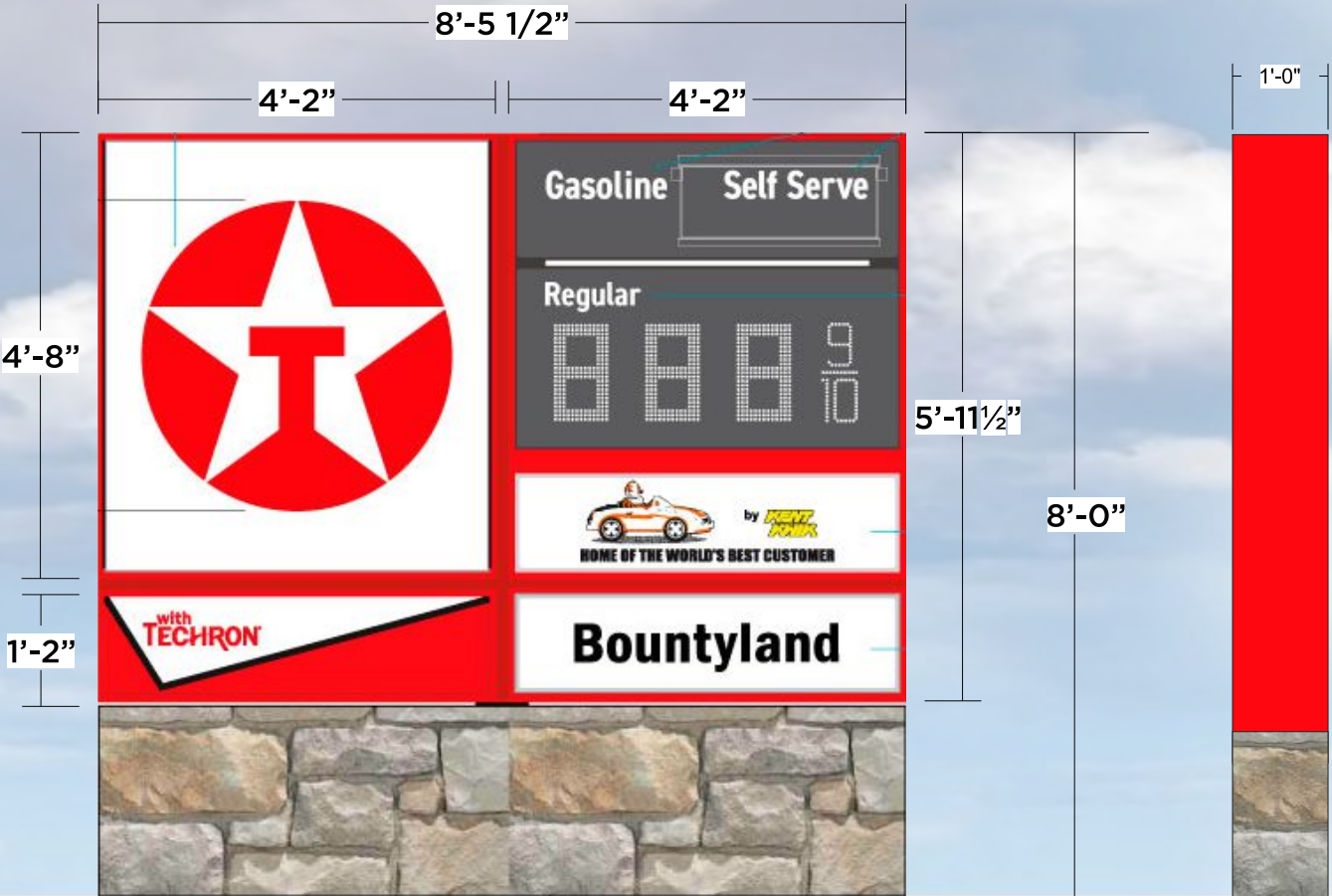
BOUNTYLAND 702

235 E MAIN STREET , WALHALLA, SC 29691

SPECIFICATIONS:

- REMOVE & DISPOSE OF EXISTING SIGN
- MFG & INSTALL (1) D/F MONUMENT SIGN
- (1) 50" W X 56" H - TEXACO LOGO CABINET
- (1) 50" W X 56" H - (1P) 12" DIGIT PRICERS
 - (1) "TECHRON" FACE
- (2) 50" W X 14" H - TENANT CABINET
- BASE - STONE T.B.D. - TO MATCH BLDG.

Tx45 - MONUMENT



- CABINET 1: 1.96 AMP
- CABINET 2: .98 AMP
- CABINET 3: 1.96 AMP
- CABINET 4: .98 AMP

B TEXACO MONUMENT SIGN
SCALE: 1/2" = 1'-0"



EXISTING

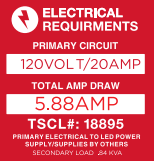


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PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC
PROJECT # 3049 DATE 12/30/22
ADDRESS
235 E Main Street
Walhalla, SC 29691
PROJECT MGR TRACY S. DESIGNER A.Cody



MATERIALS

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.

REVISIONS

4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/27/23	R5	UPDATED MONUMENT	JM

SHEET DETAILS

SCALE: AS NOTED

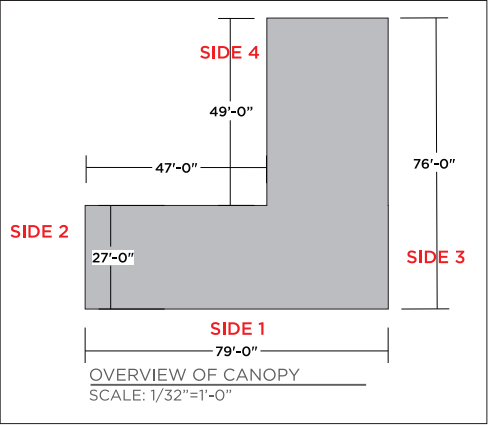
RUNNING SHEET NUMBER

SPECIFICATIONS:

REMOVE & DISPOSE: EXISTING SIGNAGE FROM CANOPY.

INSTALL NEW VENDOR SUPPLIED INTERNALLY ILLUMINATED HALLMARK CAPSULE, NEW ACM PANELS, APPROPRIATE DOWN LIGHTING TO

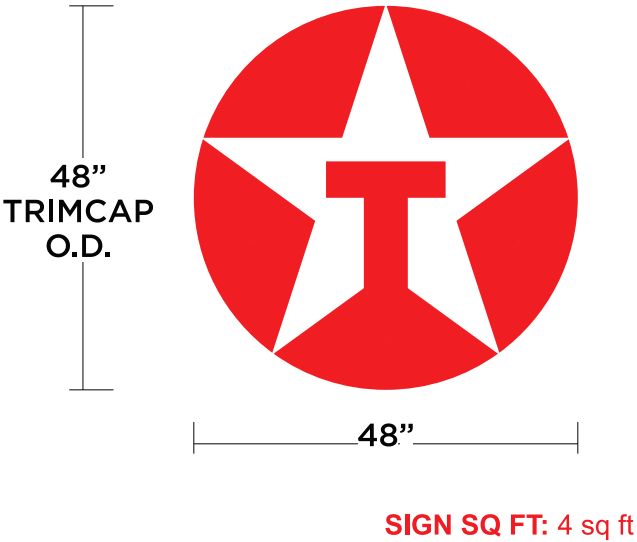
Image Level 1



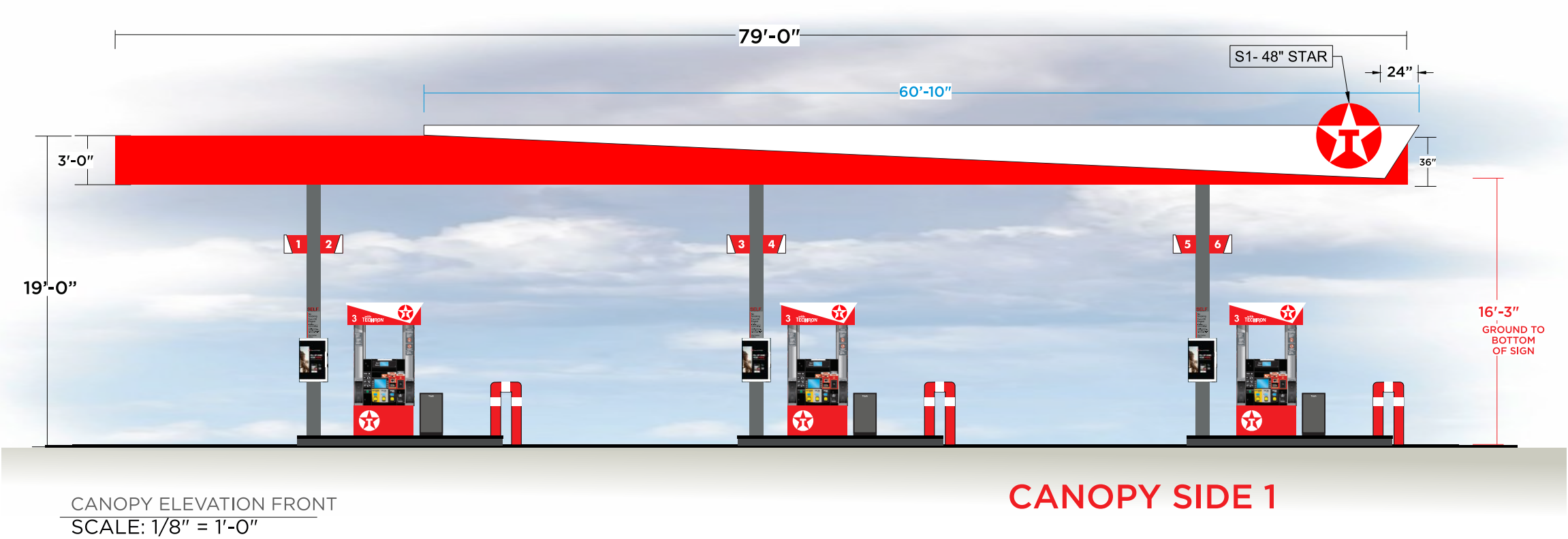
CANOPY TO HAVE A TOTAL OF:

- (2) "TEXACO" WORD-MARK
- (1) "STAR T" HALLMARK LOGO

TTL PUMPS IN STATION
3 GAS - 1 per island



B FRONT LIT CHANNEL CAPSULE
SCALE: 1/2"=1'-0"



CANOPY SIDE 1



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PROJECT INFORMATION			
PROJECT NAME			
BOUNTYLAND 702 - SC			
PROJECT # 3049			
DATE 12/30/22			
ADDRESS			
235 E Main Street			
Walhalla, SC 29691			
PROJECT MGR		DESIGNER	
TRACY S.		A.Cody	

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT

120VOLT/20AMP

TOTAL AMP DRAW

.98 AMP

TSCL#: 18895

PRIMARY ELECTRICAL TO LED POWER

SUPPLY SUPPLIED BY OTHERS

SECONDARY LOAD: 240V/100A



MATERIALS	
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.	

REVISIONS			
4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/27/23	R5	UPDATED MONUMENT	JM

SHEET DETAILS	
SCALE: AS NOTED	
RUNNING SHEET NUMBER	
3	

SPECIFICATIONS:

REMOVE & DISPOSE: EXISTING SIGNAGE FROM CANOPY.

INSTALL NEW VENDOR SUPPLIED INTERNALLY ILLUMINATED CHANNEL CAPSULE, NEW ACM PANELS, APPROPRIATE DOWN LIGHTING TO

CANOPY TO HAVE A TOTAL OF:

(2) "TEXACO" WORD-MARK

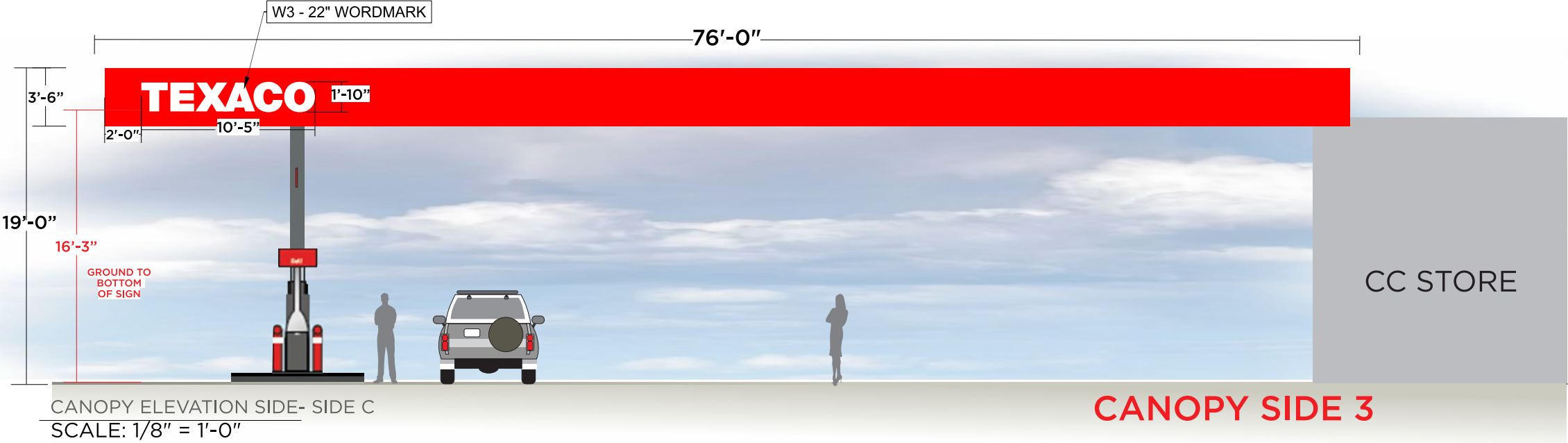
(1) "STAR T" HALLMARK LOGO



EXISTING

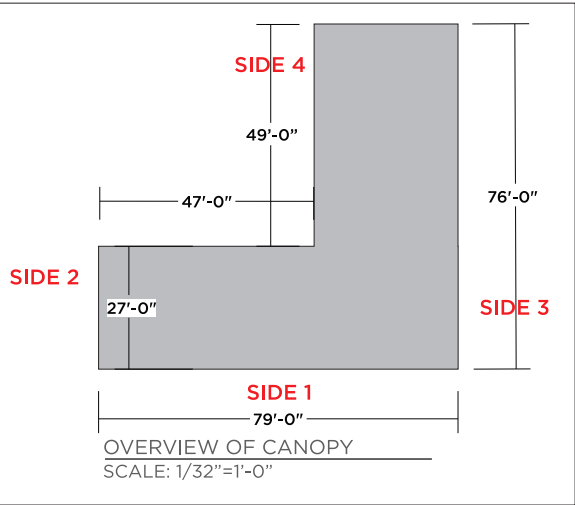


PROPOSED

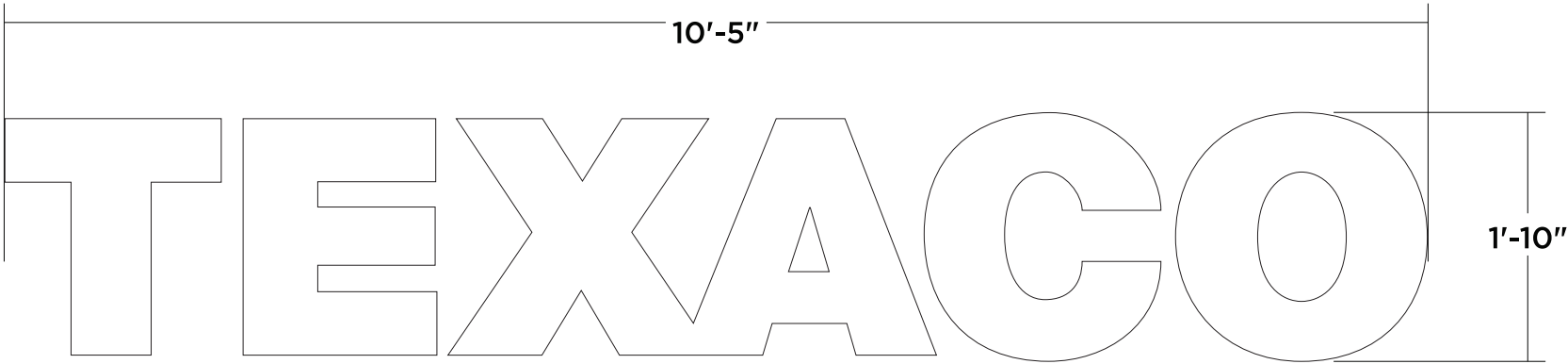


CANOPY ELEVATION SIDE- SIDE C
SCALE: 1/8" = 1'-0"

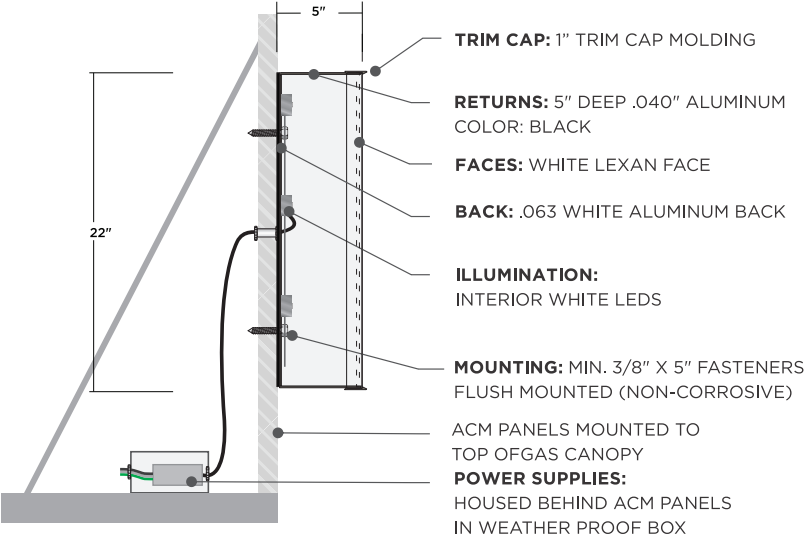
CANOPY SIDE 3



OVERVIEW OF CANOPY
SCALE: 1/32"=1'-0"



SIGN SQ FT: 19.10 sq ft
26.40 watts



- TRIM CAP: 1" TRIM CAP MOLDING
- RETURNS: 5" DEEP .040" ALUMINUM COLOR: BLACK
- FACES: WHITE LEXAN FACE
- BACK: .063 WHITE ALUMINUM BACK
- ILLUMINATION: INTERIOR WHITE LEDS
- MOUNTING: MIN. 3/8" X 5" FASTENERS FLUSH MOUNTED (NON-CORROSIVE)
- ACM PANELS MOUNTED TO TOP OF GAS CANOPY
- POWER SUPPLIES: HOUSED BEHIND ACM PANELS IN WEATHER PROOF BOX



FRONT LIT CHANNEL LETTERS
SCALE: 3/4"=1'-0"



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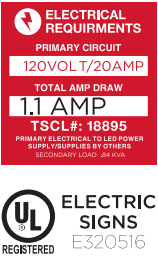
PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC

PROJECT # 3049 DATE 12/30/22

ADDRESS
235 E Main Street
Walhalla, SC 29691

PROJECT MGR TRACY S. DESIGNER A.Cody



MATERIALS

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.

REVISIONS				
4/19/23	R1	UPDATED	KJ	
4/28/23	R2	REVISION	AC	
6/27/23	R3	ADDED MONUMENT	KJ	
9/27/23	R5	UPDATED MONUMENT	JM	

SHEET DETAILS	
SCALE: AS NOTED	
RUNNING SHEET NUMBER	
4	

SPECIFICATIONS:

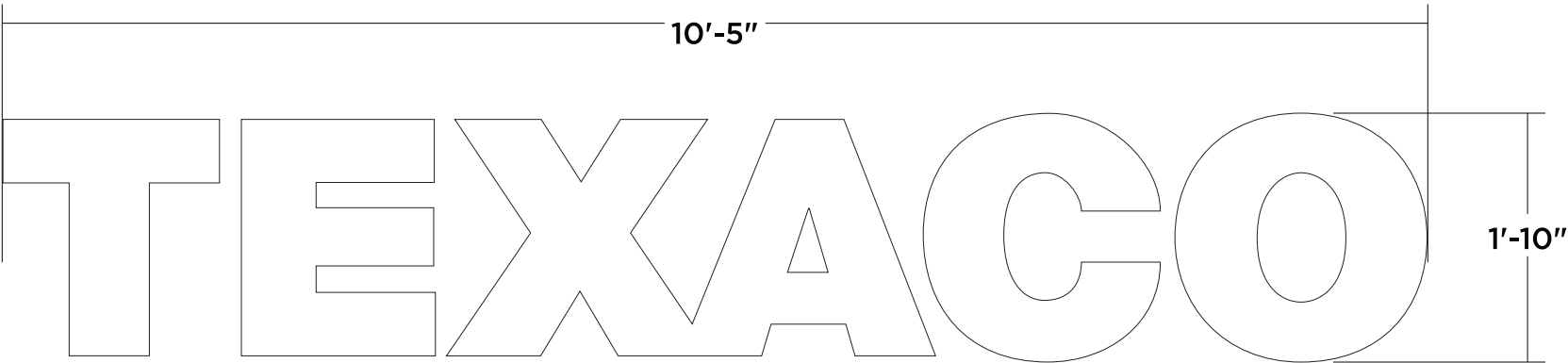
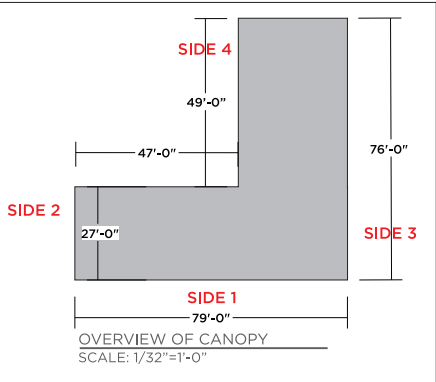
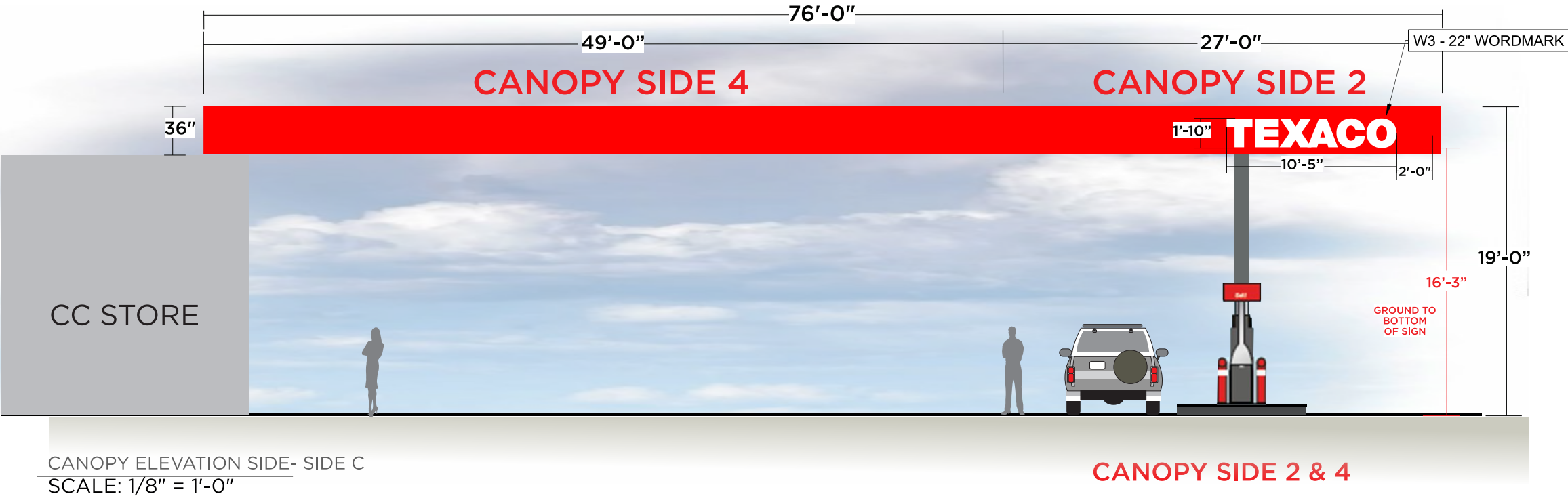
REMOVE & DISPOSE: EXISTING SIGNAGE FROM CANOPY.

INSTALL NEW VENDOR SUPPLIED INTERNALLY ILLUMINATED CHANNEL CAPSULE, NEW ACM PANELS, APPROPRIATE DOWN LIGHTING TO

CANOPY TO HAVE A TOTAL OF:

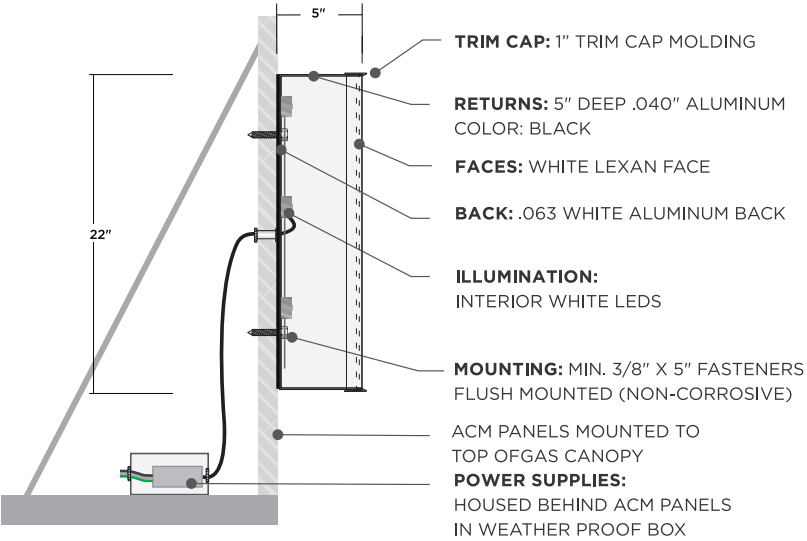
(2) "TEXACO" WORD-MARK

(1) "STAR T" HALLMARK LOGO



SIGN SQ FT: 19.10 sq ft

26.40 watts



FRONT LIT CHANNEL LETTERS

SCALE: 3/4"=1'-0"



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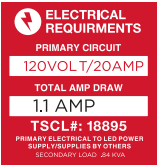
PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC

PROJECT # 3049 DATE 12/30/22

ADDRESS
235 E Main Street
Walhalla, SC 29691

PROJECT MGR TRACY S. DESIGNER A.Cody



MATERIALS

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.

REVISIONS			
4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/27/23	R5	UPDATED MONUMENT	JM

SHEET DETAILS	
SCALE: AS NOTED	
RUNNING SHEET NUMBER	
5	

UNDER CANOPY REFRESH

Image Level 4

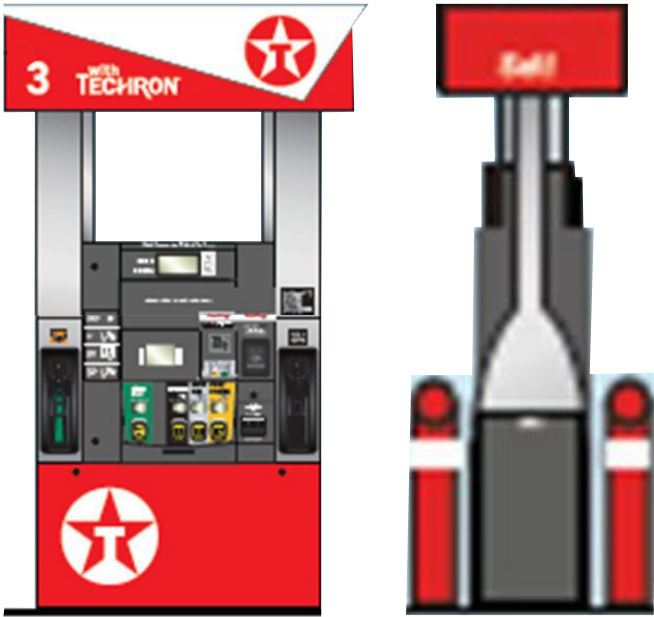
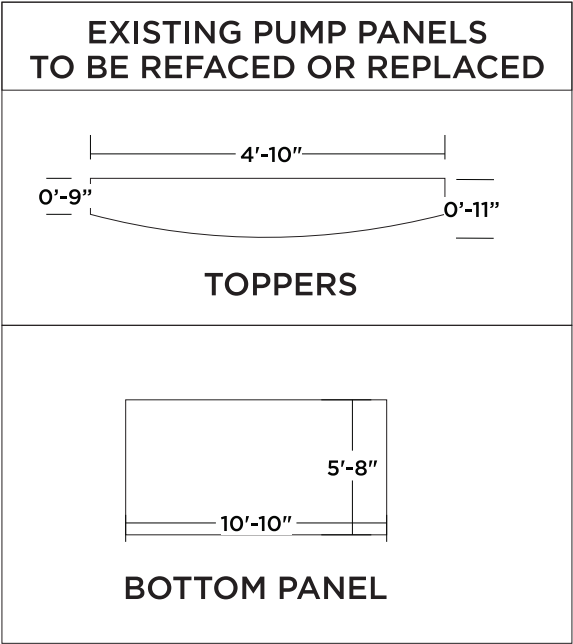
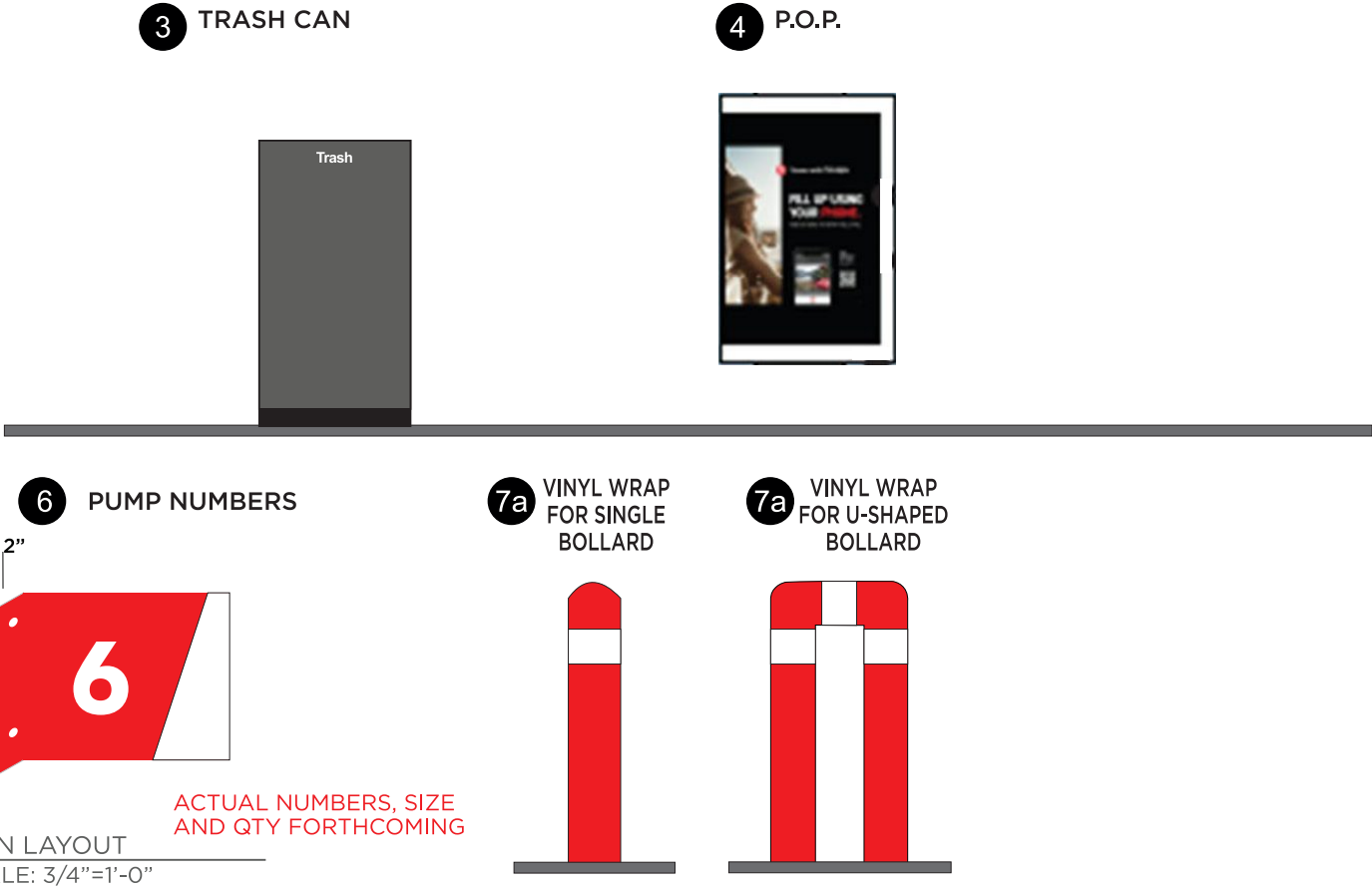
Fueling:

- *1 Non-Illuminated valance
- *2 Pumpskirt/Dispenser Decals (retrofit)
- 3 Combo Trash Valet
- 4 P.O.P. Display
- *5 Columns painted Silver
- 6 Dispenser ID Flags
- 7. Bollard Decals

* NO IMAGE DISPLAYED



EXISTING



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info@princesigns.com 281-345-4488

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PROJECT INFORMATION			
PROJECT NAME			
BOUNTYLAND 702 - SC			
PROJECT # 3049			
DATE 12/30/22			
ADDRESS			
235 E Main Street			
Walhalla, SC 29691			
PROJECT MGR		DESIGNER	
TRACY S.		A.Cody	

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT
120VOLT/20AMP

TOTAL AMP DRAW

TSCL#: 18895

PRIMARY ELECTRICAL TO LED POWER
SUPPLY SUPPLEMENTARY OTHERS
SECONDARY LOAD AS N/A

ELECTRIC SIGNS

E320516

MATERIALS
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.

REVISIONS			
4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/27/23	R5	UPDATED MONUMENT	JM

SHEET DETAILS
SCALE: AS NOTED
RUNNING SHEET NUMBER
6

CANOPY LED EDGE LIGHTING

Part List

LED ASY 120, RED LED
W/NO REFL, PN 412810
(31.2 W, 26 MODs 4.6" O.C.)

LED ASY 60, RED LED
W/NO REFL, PN 412809
(15.6 W, 13 MODs 4.6" O.C.)

HEX WASHER HD TEK SELF-
DRILLING SCREW, STEEL ZINC,
#12 X 3/4" (FOR MOUNTING
ANGLES)

HEX WASHER HD TEK SELF-
DRILLING SCREW, STEEL ZINC,
#10X1/2" GASKETED SCREW

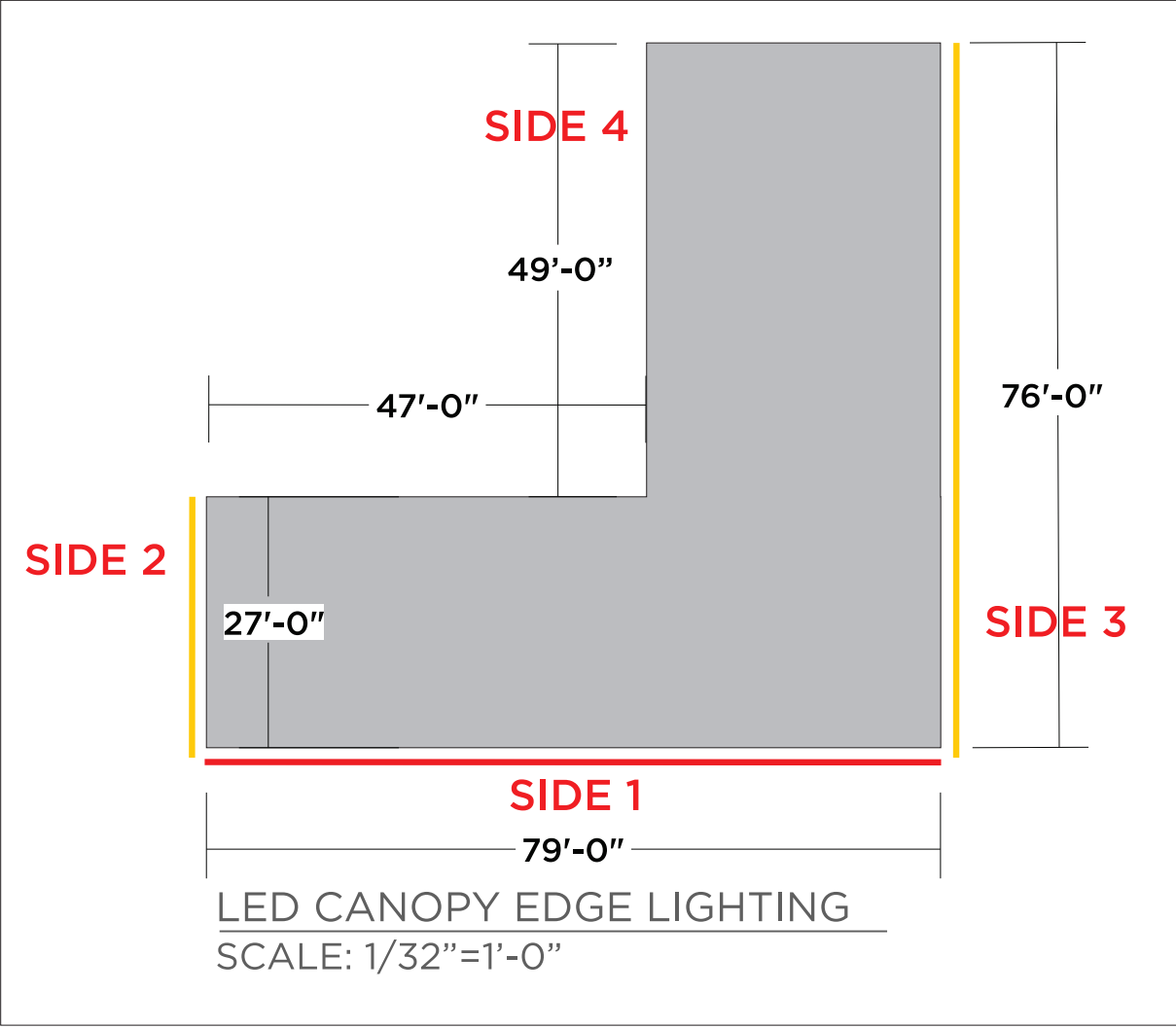
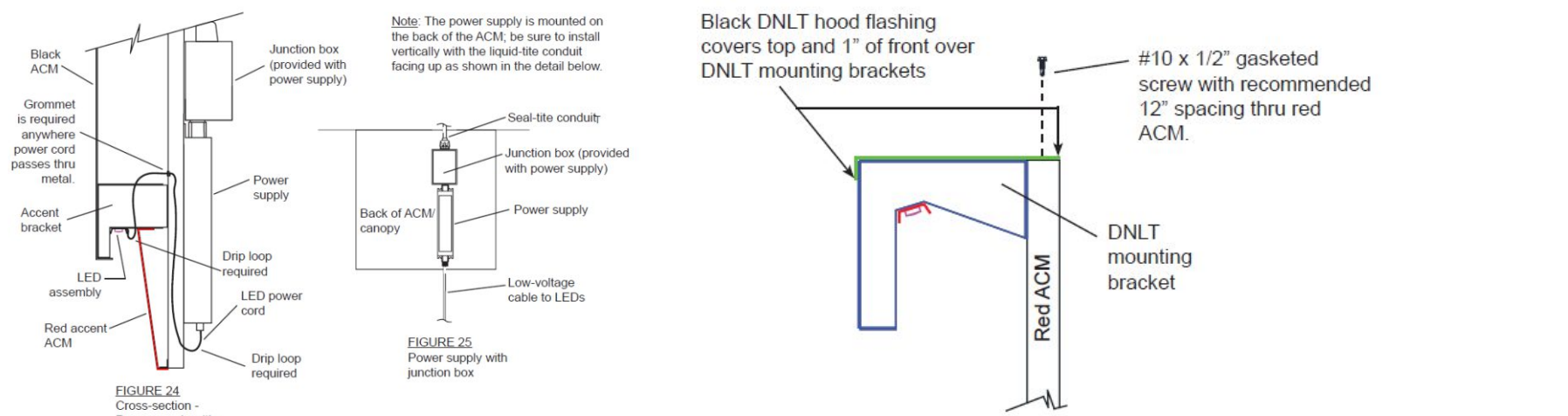
K-LATHE SELF-DRILLING SCREW
#8 X1/2" FOR ACM, WHITE, BLACK
OR RED PAINTED

AL ANG MTG WHT BTM FASCIA,
1/16" X 1.5" X 4.5" X 144", PN 329011

AL ANG MTG WHT BTM RETURN,
1/16" X 1" X 5" X 120", PN 329010

AL ANG MILL 1/8" X 1" X 1" X 110",
PN 99142

(RIGHT TOP AND
BOTTOM) LED POWER
SUPPLY KIT, 60W W/ 5 FT
CENTER CABLE,
PN 654568



APPROPRIATE DOWNLIGHTING DETAILS TO BE SUPPLIED BY VENDOR

PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION

6432 Cunningham Rd Houston, TX 77041

info@princesigns.com 281-345-4488

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PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC

PROJECT # 3049 **DATE** 12/30/22

ADDRESS
235 E Main Street
Walhalla, SC 29691

PROJECT MGR TRACY S. **DESIGNER** A.Cody

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT
120VOLT/20AMP

TOTAL AMP DRAW

TSCL#: 18895

PRIMARY ELECTRICAL TO LED POWER SUPPLY
SECONDARY LOAD: 60W

ELECTRIC SIGNS
E320516

MATERIALS

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.

REVISIONS

4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/27/23	R5	UPDATED MONUMENT	JM

SHEET DETAILS

SCALE: AS NOTED

RUNNING SHEET NUMBER

7



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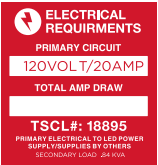
PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC

PROJECT # 3049 **DATE** 12/30/22

ADDRESS
235 E Main Street
Walhalla, SC 29691

PROJECT MGR TRACY S. **DESIGNER** A.Cody



MATERIALS

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.

REVISIONS

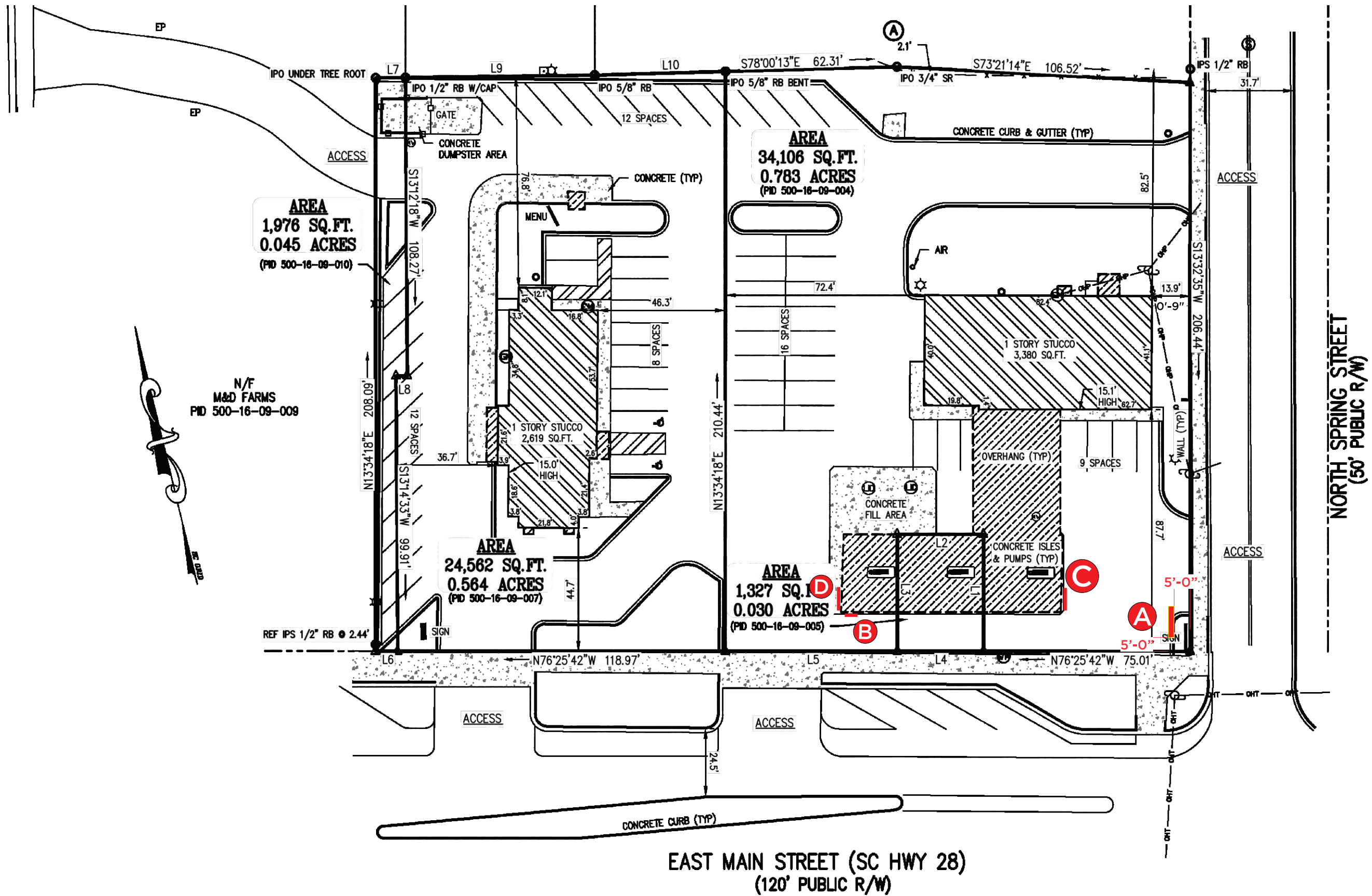
4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/27/23	R5	UPDATED MONUMENT	JM

SHEET DETAILS

SCALE: AS NOTED

RUNNING SHEET NUMBER

8



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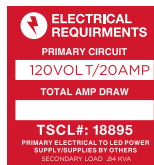
PROJECT INFORMATION

PROJECT NAME
BOUNTYLAND 702 - SC

PROJECT # 3049 **DATE** 12/30/22

ADDRESS
235 E Main Street
Walhalla, SC 29691

PROJECT MGR TRACY S. **DESIGNER** A.Cody



MATERIALS

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical Code.

REVISIONS

4/19/23	R1	UPDATED	KJ
4/28/23	R2	REVISION	AC
6/27/23	R3	ADDED MONUMENT	KJ
9/27/23	R5	UPDATED MONUMENT	JM

SHEET DETAILS

SCALE: AS NOTED

RUNNING SHEET NUMBER

9

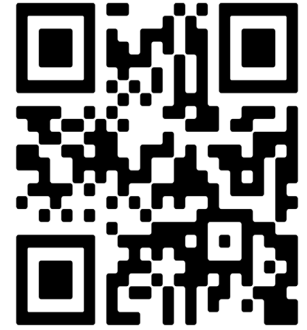


SpringbrookCirrus

50% PERFORMANCE INCREASE

Springbrook's new, powerful, secure, **full featured cloud ERP** financial platform is designed from the ground up for local government agencies.

Join the 2800 agencies that trust Springbrook solutions



Exceed Citizen Expectations

Amazon-like experience

Multiple studies have shown that today's citizens want seamless, transparent, modern technology to interact with agencies, and Cirrus delivers that experience. From the ability to pay taxes, fees and bills to responsive mobile enablement, Springbrook provides your citizens with the 21st century applications they expect.

A Full Featured Cloud-Based Platform

Meeting every agency need



Finance



HR / Payroll



Utility Billing



Online Payments



Capital Budgeting



Analytics

Modern and Intuitive

Newly developed UI

Cirrus features a powerful, intuitive interface that requires less training and delivers faster access to critical features. The new platform frees up personnel to manage strategic issues and problem solving rather than navigating dated, cumbersome ERP systems.

A True Cloud Platform

Built for the cloud

Cirrus is a true multi-tenant cloud solution, fully accessible on any mobile device. Cirrus delivers the full functionality of Springbrook's industry leading on premises solution, providing easy adoption for existing users who migrate to the cloud, and simple onboarding for new users who are moving from less powerful platforms.

Ransomware Protection

Minimize risk

61% of ransomware attacks occur in local government agencies. Can you afford to risk losing your data? Cirrus features the highest level of cybersecurity available, far exceeding what local servers can deliver.

On-Premise Challenges

X

Requires Updating

Manual updates take time and resources to execute, schedule and plan around.



X

Requires IT Staff

An on-premise instance requires people and time to maintain software and servers.



X

Limited Accessibility

Requires a VPN or manually loaded software for access. Not a true cloud solution.



X

Requires Hardware

Procuring and maintaining servers requires additional budget if self hosted or through a 3rd-party.



X

Increased System Vulnerabilities

Security infrastructure is difficult for cities to implement at a small scale.



We Made It!

Springbrook Software is listed among the GovTech 100 for three years in a row, and counting.



Featuring Tableau!

Industry's most powerful reporting tool

Tableau, the industry's best in class analytics tool for local government agencies is available for no charge to all Springbrook Cirrus customers.



SpringbrookCirrus

✓

Always Updated

Your products are always current and completely backed up. No more alarms when an internal server goes down or becomes corrupted. 99.9% reliability.



✓

Reduced Cost

Our data center and staff replace the need for expensive on-premise equipment. Free up your IT staff to focus on other critical projects.



✓

Work from Anywhere

As long as there's an Internet connection, your data, projects, workflows are all at your fingertips. Log in on phone, tablet or browser.



✓

Unlimited Scalability

Storage and processing are scaled automatically. Your subscription covers all of the users at your organization – no need to add license for new users.



✓

Unparalleled Cybersecurity

Our servers and your data are protected by the highest level of security available. Confidential information can be deleted in a moment.



Join the 2800 agencies that run on Springbrook solutions.

We get government.

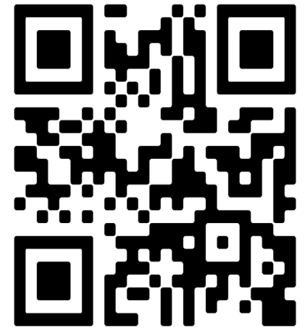
Let's talk!

frank.luong@sprbrk.com | 864 214 0658



Springbrook's Annual Event: October 2023

SpringbrookCirrus



Six important advantages of the Cirrus Cloud ERP

1. A modern solution

Springbrook's Cirrus is built from the ground up as a cloud solution. If you have a web browser, you're online. Don't be fooled by companies that load old software onto a server and call it cloud. Every module you need is fully integrated and designed to completely manage your agency, from utility billing to payroll.

2. Unparalleled data security

Our servers and your data are protected by the highest level of security available. Cybersecurity threats are the number one priority of government CIO's; can your agency afford a ransom ware attack? Let us protect you.

3. Unlimited scalability

Additional server storage and licenses are available at the click of a mouse. We manage all certifications. Adding new users and storage is almost instantaneous.

4. Efficiency

We provide the ability to control master documents, limiting redundancies and dated information. Our cloud solution enables real time collaboration from remotely located teams. Your products are always current and completely backed up. No more fire drills when an internal server goes down or becomes corrupted. 99.9% reliability - and a demonstrable 50% efficiency gain to boot.

5. Manage citizen expectations

Citizens and the next generation of local government agency personnel expect an "Amazon-like" experience provided by Springbrook's Cirrus platform. Software with a dated look and feel is no longer "good enough." Cirrus' easy access to data and an intuitive portal provide users with a thoroughly modern interface.

6. Training and support

Springbrook offers continual training for our customers, including monthly in-depth, hands-on classes, webinar updates, and our annual Activate event featuring two days of training on all modules. Additionally, we have an experienced support team on call to manage all your requests at a moment's notice.

"Cybersecurity is the number one priority for state CIO's and it has been for nine consecutive years...they see this as their highest priority around a risk reduction and mitigation of their information technology environment."

Douglas Robinson executive director of the National Association of State information Officers (NASCIO).



Order Form: Q-19632-1
Date: 9/12/2023, 1:44 PM
Expires On: 12/11/2023

Phone: (866) 777-0069
Email: info@sprbrk.com



Ship To:
 Celia Myers
 City of Walhalla, SC
 206 N. Church St.
 Walhalla, South Carolina 29691
 cmyers@cityofwalhalla.com

Bill To:
 Ashley Jones
 City of Walhalla, SC
 206 N. Church St.
 Walhalla, South Carolina 29691
 ajones@cityofwalhalla.com

Account Manager	E-mail	Phone Number	Payment Terms
Brian Taylor	brian.taylor@sprbrk.com		Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 13,700.00	1	25.000	USD 10,275.00
Finance Suite Subscription	USD 12,900.00	1	25.000	USD 9,675.00
Payroll Subscription	USD 7,150.00	1	25.000	USD 5,362.50
Accounts Receivable Subscription	USD 3,800.00	1	25.000	USD 2,850.00
Purchase Orders Subscription	USD 4,250.00	1	25.000	USD 3,187.50
Licenses and Permits Subscription	USD 4,300.00	1	25.000	USD 3,225.00
Annual Product Pricing Total:				USD 34,575.00

Estimated Professional Services						
PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	150	61.000	USD 12,870.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	150	61.000	USD 12,870.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	150	61.000	USD 12,870.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	15	61.000	USD 1,287.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	15	61.000	USD 1,287.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	35	61.000	USD 3,003.00
Estimated Professional Services Total:						USD 44,187.00

Order Details

Customer Name: City of Walhalla, SC

Customer Contact: Celia Myers

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>
MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

** Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):
Customer will not renew PUBLIQ Accounting Suite, Utility Billing, Payroll, Business License, Document Imaging or any Centralized Collections software.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Walhalla, SC - City of

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):Celia Myers_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required)_____

Order Form: Q-19643-1
Date: 9/12/2023, 3:21 PM
Expires On: 12/11/2023



Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Celia Myers
City of Walhalla, SC
206 N. Church St.
Walhalla, South Carolina 29691
cmyers@cityofwalhalla.com

Bill To:
Ashley Jones
City of Walhalla, SC
206 N. Church St.
Walhalla, South Carolina 29691
ajones@cityofwalhalla.com

Gateway Administrative Service Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and Customer identified on the Order ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds' transfers. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:
Xpress Solutions, Inc.

Signature:_____

Name (Print):_____

Title:_____

Date:_____

Accepted by:
City of Walhalla, SC

Signature:_____

Name (Print):Celia Myers

Title:_____

Date:_____

EXHIBIT A

Fees

Initial Configuration Fees		
PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	USD 1,000.00
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	USD 500.00

Transaction Fees	
PRODUCT	RATE PER TRANSACTION
Credit/Debit Card Web Transactions	USD 1.00
EFT Web Transactions	USD 1.00
EFT Returned Item Basic - Invalid account number or unable to locate account	USD 7.00
EFT Return NSF or Account Closed	USD 14.00
EFT Return Stop Payment or Charge Back	USD 30.00
Toll Free Operator Assisted Transactions	USD 2.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	USD 6.25
Bank Bill Pay Transactions	USD 0.59
Toll Free IVR Transactions	USD 1.25
Pay by Text Transactions	USD 1.00

Maintenance & Support	
PRODUCT	
Monthly Support & Hosting - \$0.055 per customer bill. Minimum \$100.	
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account	

EXHIBIT B
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

Confidential. Protected under trade secret.

EXHIBIT C ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at <https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf>.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.