



# CHESTER COUNTY COUNCIL MEETING

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, October 3<sup>rd</sup>, 2022 at 6:00 PM**

### **Agenda**

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
  - a. September 19<sup>th</sup>, 2022 Council minutes.
  - b. September 26<sup>th</sup>, 2022 Special Called minutes.
  - c. September 29<sup>th</sup>, 2022 Special Called minutes.
- 4. Citizen Comments**
- 5. Ordinances/Resolutions/Proclamations**
  - a. Resolution 2022-13 to adopt lease agreement with Great Falls Heart and Soul.
- 6. Old Business**
  - a. **3<sup>rd</sup> Reading of CCMA22-14** Jason & Leslie Willis request Tax Map # 047-00-00-035-000 on Walnut Grove to be rezoned from Rural Three District (R3) to Rural Two District (R2). *Planning Commission voted 6-0 to approve.*
  - b. **3<sup>rd</sup> Reading of CCMA22-15** Arthur Lee Gaston II, VGHT LLC, and Saja Realty LLC request 0.12 acres of Tax Map # 070-00-00-013-000 on Thomas E Davis Lane to be rezoned from Rural Two District (R2) to Multi-Family Residential District (RG1). *Planning Commission voted 6-0 to approve.*
  - c. **3<sup>rd</sup> Reading of CCMA22-16** Randall and Jennifer Simoes request Tax Map # 132-00-00-211-000 on Starnes Road to be rezoned from Rural Two District (R2) to Limited Industrial District (ID-2). *Planning Commission voted 5-1 to Deny.*
- 7. New Business**
  - a. Approval of four bid items for the Chester-Catawba Hangar Restoration Projects to Custom Coatings & Strickland Waterproofing for \$123,860.65- Susan Cok and Joe Roberts.
  - b. Discuss naming a county road entrance off of J A Cochran Bypass-Robert Hall.
  - c. Council to approve Lando Fire Department to apply for a SC Forestry Commission grant in the amount of \$10,000 dollars with a \$5000 dollar match to purchase a new skid unit and equipment for a brush truck. Eddie Murphy.

**8. Executive Session**

- a. To receive legal advice regarding Project 2187. Attorney Winters.
- b. To receive legal advice regarding Project 2228. Attorney Winters.
- c. To receive legal advice regarding the hiring of the County Administrator. Attorney Winters.

**9. Council Actions Following Executive Session**

- a. Action taken regarding Project 2187.
- b. Action taken regarding Project 2228.
- c. Action taken regarding the hiring of the County Administrator.

**10. Council Comments**

**11. Adjourn**

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

↓ \*\*\*PUBLIC NOTICE\*\*\* ↓

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

**Guidelines for Addressing Council**

**Citizens Comments:**

- Each citizen will be limited to three minutes.

**Public Hearings:**

- Each speaker will be limited to a three-minutes.

**When introduced:**

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

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

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



# CHESTER COUNTY COUNCIL MEETING MINUTES

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, September 19th, 2022 at 6:00 PM**

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

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.

2. **Pledge of Allegiance and Invocation**

Pledge was recited in unison; Councilwoman Guy gave the invocation.

Interim Chairman Dr. Frederick asked for a motion to amend the agenda under 6.e., where it read “the Planning Commission vote 6-0 to approve”, it should read “Planning Commission voted 5-1 to deny.” Councilman Jordan made that motion to amend, second by Councilman Vaughn. Vote 6-0 to approve.

3. **Approval of Minutes**

**a. September 6<sup>th</sup>, 2022 Council Minutes.**

Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.

**b. September 8<sup>th</sup>, 2022 Special Called Minutes.**

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

4. **Citizen Comments**

Brenda McBrayer, 2633 Starnes Road, Edgemoor, SC addressed Council regarding being opposed to rezoning CCMA22-16.

Nicki Nash, 2635 Starnes Road, Edgemoor, SC addressed Council regarding being opposed to rezoning CCMA22-16.

Roxann James, 3007 Steele Village Road, Rock Hill, SC addressed Council regarding her concern of the changes to Rodman Ballfield.

Troy Karski, 8025 Arrowbridge Blvd, Charlotte, NC addressed Council regarding his support for rezoning CCMA22-19 thru CCMA22-22.

Joan Heid, 2440 Gill Jordan Rd, Chester addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA22-18.

Deborah Hayes, 4006 Hickory Drive, Edgemoor, SC addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA22-18.

Allen Dickard, 10601 Agnes Douglas Rd, Fort Mill addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA22-18.

Melvin B. Jackson, 1033 Hamilton Road, Chester, SC addressed Council regarding his concern of signs being put-up all-around Chester that stated "stop Rodman ghetto rezoning".

Robin McGuire Gill, 2535 Gill Jordan Road, Chester, SC addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA22-18.

Josette Walton, 2470 Fishing Creek Church Road, Rock Hill, SC addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA22-18.

Laurin D. Fowler, 2094 Millen Road, Chester, SC addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA22-18.

Fran Sudol Hutchins, 3236 Fishing Creek Church Road, Rock Hill addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA-18.

Benji Layman, 517 Sutton Road, Fort Mill, SC addressed Council regarding his support for rezoning CCMA22-17 and CCMA22-18.

Donnann Espitia, 1564 Millen Road, Chester, SC addressed Council regarding being opposed to rezoning CCMA22-17 and CCMA22-18.

Joe Ligon addressed Council regarding being opposed to all Planned Development rezonings on the agenda.

## 5. **Ordinances/Resolutions/Proclamations**

### a. **2022-10 Resolution to create Chester County 250 Committee.**

Councilman Vaughn stated this will be a huge celebration in our country, and especially in South Carolina.

Chester County had a great involvement in the Revolutionary War. And we have a ton of history, and we want to form a commission to celebrate this. He asked Historian Bill Marion to speak on behalf of the resolution.

Mr. Marion stated, it is a chance to for us to get money from the state to promote Chester County. They are asking to think about African Americans, Native Americans, women, children, and others who maybe haven't been included in the future. We've talked it over with a diverse number of people in the community who want to be on this group. They were looking to have around ten to twelve people on the committee. He stated people had already reached out to him wanting to be on it. Mr. Tommy Darby says he would be the one to handle any funds that come in. It's my understanding we're not asking for money. We're trying to get money and it will help promote Chester. We're one of the few counties in the state right now that is not on board with this. we're asking to get on board so that we don't get left out. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

### b. **2022-11 Resolution to adopt the Modified Rodman Master Plan.**

Steve Whaley of Alliance Consulting Engineers stated they had been looking at the existing layout that was approved and came up with a different layout. One of the reasons why we changed the layout a little was the way it's set up right now. All the sidewalks that go in between each one of the fields you only have 10 feet between the sidewalk and the fence. There were no bleachers shown to be added into the to that area. If you go to a ball field, you know that when you set up you've got people that bring in tents, you bring in things that that will accumulate more space than 10 feet when you've got that kind of congestion in there. And then try to add a bleacher pad which is about 10 by 21 to get around the bleacher to get into and have ADA accessibility. You're blocking that area almost completely because you only have 20 feet and some of the areas that are going beyond the sidewalks that you could have people go down beyond the interior area. And so that's why we separated out the ball fields from five to four. Also, there's a couple of other things. There was a walking path that's been asked to be added to the walking trail to be added around the outside area of the ball fields so that there could be exercise being going on while the games are going on. So if you add another field in there and try to add some space, you're will push that out a lot further than what you have room for. And you're going to eliminate the walking trails also in that area. We also saw that you only have 115 parking spaces out there at the present. With the count that is set up in the code, you're supposed to

have a parking space that's permanently paved when you have more than one game going on. If you look at the full capacity, with the soccer and the baseball going on at the same time, you're going to have around if you had five fields, you're going to have around 1150 people out there which would be 288 parking spaces. We're going to also have to add parking into this count as well to meet the code. In that process, we went back in and added in an ADA playground area that was needed for the area and we've got parking setups for that as well. And a parking area sidewalk between the playground and the ball field which is a centrally located area to also access the soccer field for ADA constituents. So that is one of the reasons why we have shown one less ball field. We know that there's an existing field at the end of the development but for the recreational use as well.

When we met with the recreation board last time, we were looking at this as part of the concept and we are looking at adding some soccer fields as well for the concept but right now we're focused more on the ball fields because that's what has been put forth to us to look at. But we weren't going to be adding more soccer fields in the area adjacent to the two rows of parking that's there now. If you go below the second row of the soccer fields that you have out there the Topo is so steep, that you're not going to be able to get another row of soccer fields the way your original master plan shows because it falls off steeply through there. And to try to come up with another set of soccer fields in that area, you're going to have about a 20 foot drop off then you're going to have to level that out. Fill that in and it's just going to be something that I don't think would be feasible in that area could be used for other recreational uses. But we're looking at maybe moving the soccer fields up in line with what you already have out there. That would give you six soccer fields and that would pull the playing from the four- to five-year-old's out of the outfield of the existing 270 ball field at the end of the southern portion of the park, hope this helps you to understand why the layout was done this way.

Councilman Jordan stated he was at the Parks and Rec committee meeting. And it was my understanding that they addressed only the baseball field as phase one.

Mr. Whaley stated that was correct.

Councilman Jordan stated they did not adopt or recommend that we adopt the modifications to the soccer fields at this time. In fact, they specifically said that they wanted to see the Master Plan, proceed to the best that they could as originally drawn. I understand what you're saying about the soccer fields but the baseball field at this at this point the major difference is you're going from five fields down to four. That's to give additional room.

That was their only recommendation for amendment to the master plan. And my concern Mrs. Winters is that the resolution says that we're adopting a revised master plan. What I understood we were doing is just amending the master plan to go from the five fields down to four and that the remainder of the master plan, the recommendation was that it remained in place.

Attorney Winters stated t's not the new plan just changing the number of fields, that was what would be voted on tonight. She stated the wording could be changed.

Building Maintenance Director Joe Roberts stated they had met with EMS, Lewis Fire department, Fire Coordinator, every first responder they could think of, and they were all on board with the one entrance that was sufficient for what they needed to gain access and leave the property. As mentioned earlier, this won't change the master plan. This is only modifying the original baseball field layout from five to four due to spacing concerns. In the grand scheme, there will still be six soccer fields. A multipurpose field which could be a seventh-soccer field. And there will be three baseball fields later in the Grand Master Plan. So the only change we're making right now would be the five to four. And that's it.

Councilwoman Guy asked if they have more people playing soccer in that area than baseball.

Mr. Roberts stated yes. We have both fields that are currently being used now. They're using field two for little kids. There were two fields on baseball field two. There was a larger field on field four so there is a big crowd of soccer down there.

Councilman Wilson asked about the concession stand, restrooms and press box. Can you talk a little bit about where we're at on that as far as the plans and what that would include?

Mr. Roberts stated they have a basic plan of what the concession stand size will be two story the actual full-scale design won't be available until we do construction documents.

Councilman Jordan stated he thought the revised baseball field complex going from five to four if he remembered correctly, it allowed for a larger concession and restroom area.

Mr. Whaley stated there's going to have to be more bathrooms. It's certainly 30 by 30, as well as shown on the plan. And that's not going to be significant enough to have enough restrooms for that many people, as well as having the concession in there. The length doubled like 60 by 30. And then you've got a press box on top which was 20 by 30, and octagon shaped. It's not square.

Mr. Roberts stated the funding estimated costs right now for the current layout is \$4.1 million the County has available \$4.168 million. There was a chance that could come in lower but that's cost as of right now from Alliance. This would be the first phase. Once it's approved were going to move forward with construction documents. Let Rodman finish their baseball season next year and as soon as their league finishes, we can start the process of construction in a year.

Councilman Wilson asked about the restrooms on the soccer side. The restrooms that they would use until another phase is taken out and how are they going to have restroom facilities? Are they going to use the ones over the baseball side? Will they have the old facilities or new facilities.

Mr. Roberts stated we still had the old facilities intact. Depending how quickly the baseball moves along we have thought about maybe taking the old concession stand and making it all bathrooms add more to it that way you have, you know, double the size if not more for soccer to use until we can get their side done. Councilman Jordan motioned to accept the recommendation from Parks and Recreation Committee to change from five fields to four fields and amend the master plan, second by Councilwoman Guy. Vote 6-0 to approve.

## 6. Old Business

a. **3<sup>rd</sup> Reading of CCMA22-12: George Wilmore request Tax Map # 160-03-01-008-000 on Louise Drive to be rezoned Multi-Family Residential District (RG-1) to General Residential District (RG-2). Planning Commission voted 7-0 to approve. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**

b. **3<sup>rd</sup> Reading of CCMA22-13: James Alex Shelton and Austin Taylor Rhodes request Tap Map # 080-01-02-001-000 on Transportation Drive to be rezoned Multi-Family Residential District (RG-1) to Limited Industrial District (ID-2). Planning Commission voted 7-0 to approve with a reverter clause if the trucking company stopped being a trucking business the property would revert back to RG1 Multi Family Residential zoning. Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 6-0 to approve.**

c. **2<sup>nd</sup> Reading of CCMA22-14 Jason & Leslie Willis request Tax Map # 047-00-00-035-000 on Walnut Grove Lane to be rezoned from Rural Three District (R3) to Rural Two District (R2). Planning Commission voted 6-0 to approve. Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.**

d. **2<sup>nd</sup> Reading of CCMA22-15** Arthur Lee Gaston II, VGHT LLC, and Saja Realty LLC request 0.12 acres of Tax Map # 070-00-00-013-000 on Thomas E Davis Lane to be rezoned from Rural Two District (R2) to Multi-Family Residential District (RG1). **Planning Commission voted 6-0 to approve.** Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 6-0 to approve.

e. **2<sup>nd</sup> Reading of CCMA22-16** Randall and Jennifer Simoes request Tax Map # 132-00-00-211-000 on Starnes Road to be rezoned from Rural Two District (R2) to Limited Industrial District (ID-2). **Planning Commission voted 5-1 to deny.** Councilman Jordan motioned to deny, second by Councilman Wilson. Vote 6-0 to deny.

f. **2<sup>nd</sup> Reading of CCMA22-17** Fielding Homes LLC C/O Isaacs Group request 160.33 acres of Tax Map # 114-00-00-015-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). **Planning Commission voted 5-1 to approve.** Attorney Winters stated in order for Council to discuss, it has to be put back on the table for discussion. And the way to do that is a motion to reconsider the first reading that y'all denied. It's not approving the first reading. It's just putting it on the table to discuss. At the last meeting to bring it up for reconsideration and the clerk can confirm I think Mr. Vaughn was someone who voted against it in the minutes. And Mr. Vaughn or someone else who voted against it has to bring it up for discussion for reconsideration. After you vote on the reconsideration, then you can take a vote on it, but I'm hearing delay and so after you vote to reconsider, you can make a motion to delay first reading, because you're reconsidering first reading, not second.

We did it once before, Karen and I was trying to remember where you brought something back for reconsideration. It wasn't brought until the following meeting just like it tonight. If the motion dies, you can bring it back for reconsideration. And that's what you're doing.

Councilman Vaughn stated I think the reason I want to do that is so we can delay the first reading until we've had our workshop meetings, we talked about having and get the information that we said we wanted to get. We've not done that yet. And I want to get that information so we can make an informed decision on all these issues.

Councilman Jordan stated it's my understanding that we cannot just immediately delay the second reading. We have to go back and reconsider the first, just wanted everyone to know that. The reason is, if we're looking to delay, further readings, we have to go back and reconsider the first.

Attorney Winters stated that was correct, there's also a workshop being planned with Mr. Charlie Compton, the clerk is trying to accomplish that as quickly as she can. Councilman Vaughn motioned Council to reconsider the first reading of CCMA22-17, second by Councilman Jordan. Vote 5-1 to approve. Councilman Wilson opposed. Councilman Vaughn motioned to delay first reading of CCMA22-17 to the November 7<sup>th</sup>, 2022 Council meeting, second by Councilman Jordan. Vote 6-0 to approve.

g. **2<sup>nd</sup> Reading of CCMA22-18** Fielding Homes LLC C/O Isaacs Group request 19.27 acres of Tax Map # 114-00-00-059-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). **Planning Commission voted 5-1 to approve.** Councilman Vaughn motioned for Council to reconsider the first reading of CCMA22-18, second by Councilman Jordan. Vote 5-1 to approve to reconsider the first reading Councilwoman Guy opposed. Councilman Vaughn motioned to delay first reading to the November 7<sup>th</sup>, 2022, Council meeting, second by Councilman Jordan. Vote 5-1 to approve. Councilwoman Guy opposed.

**h. 2<sup>nd</sup> Reading of CCMA22-19 D.R. Horton Inc request Tax Map # 135-00-00-019-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.* Councilman Vaughn motioned for Council to reconsider the first reading of CCMA22-18, second by Councilman Jordan. Vote 5-1 to approve to reconsider the first reading Councilwoman Guy opposed. Councilman Vaughn motioned to delay first reading to the November 7<sup>th</sup>, 2022, Council meeting, second by Councilman Jordan. Vote 5-1 to approve. Councilwoman Guy opposed.**

**i. 2<sup>nd</sup> Reading of CCMA22-20 D.R. Horton Inc request Tax Map # 135-00-00-020-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.* Councilman Vaughn motioned for Council to reconsider the first reading of CCMA22-18, second by Councilman Jordan. Vote 5-1 to approve to reconsider the first reading Councilwoman Guy opposed. Councilman Vaughn motioned to delay first reading to the November 7<sup>th</sup>, 2022, Council meeting, second by Councilman Jordan. Vote 5-1 to approve. Councilwoman Guy opposed.**

**j. 2<sup>nd</sup> Reading of CCMA22-21 D.R. Horton Inc request Tax Map # 135-00-00-032-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.* Councilman Vaughn motioned for Council to reconsider the first reading of CCMA22-18, second by Councilman Jordan. Vote 5-1 to approve to reconsider the first reading Councilwoman Guy opposed. Councilman Vaughn motioned to delay first reading to the November 7<sup>th</sup>, 2022, Council meeting, second by Councilman Jordan. Vote 5-1 to approve. Councilwoman Guy opposed.**

**k. 2<sup>nd</sup> Reading of CCMA22-22 D.R. Horton Inc request 9.45 acres of Tax Map # 136-00-00-042-000 on Lancaster Hwy to be rezoned from Restricted Industrial District (ID-1) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.* Councilman Vaughn motioned for Council to reconsider the first reading of CCMA22-18, second by Councilman Jordan. Vote 5-1 to approve to reconsider the first reading Councilwoman Guy opposed. Councilman Vaughn motioned to delay first reading to the November 7<sup>th</sup>, 2022, Council meeting, second by Councilman Jordan. Vote 5-1 to approve. Councilwoman Guy opposed.**

## **7. New Business**

**a. Approval of a multi-year contract for Carolina Metals Group – Michael Wade / Susan Cok.**  
Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

**b. Approval of Bid # RFB 22-54.02 EMA Parking Lot to Armstrong Contractors in the amount of \$128,484.00. – Susan Cok.**  
Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

## **8. Executive Session**

Vice Chairman Branham motioned to go to executive session, second by Councilwoman Guy. Vote 6-0 to approve. Interim Chairman recused.

**a.** To receive legal advice regarding the hiring of the County Administrator. Attorney Winters.

## **9. Council Actions Following Executive Session**

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



**a. Action taken regarding legal advice of the hiring of the County Administrator.**

Councilman Vaughn motioned to continue interviews for candidates one, five and six, second by Councilman Killian. Vote 6-0 to approve.

**10. Council Comments**

Councilwoman Guy stated she wished whoever put the signs out concerning “ghetto housing” she wished there conscious would allow them to remove them from the highways. The rest of Council agreed.

**11. Adjourn**

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

Time: 8:35 PM.

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

KI, CTC



## **CHESTER COUNTY COUNCIL MEETING**

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

1476 J.A. Cochran Bypass Chester, SC 29706

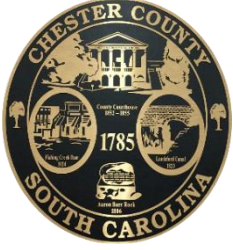
**Monday, September 26th, 2022 at 9:00 AM**

#### **Minutes**

**Present:** Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Vaughn, Councilman Wilson, Councilman Killian (at 9:10am), County Attorney Winters, and Clerk to Council Lee.

**Absent:** Interim Chairman Dr. Frederick.

1. **Call to Order-** Vice Chairman Branham called the meeting to order.
2. **Executive Session**  
Councilwoman Guy motioned to go to executive session, second by Councilman Jordan.  
Vote 5- to approve.
  - a. To receive legal advice regarding the hiring of the County Administrator- Attorney Winters.
3. **Council Actions Following Executive Session**  
Councilman Wilson motioned to go back to regular session, second by Councilwoman Guy.  
Vote 6-0 to approve.
  - a. Action taken regarding legal advice of the hiring of the County Administrator.  
Taken as information.
4. **Adjourn-** Councilman Vaughn motioned to adjourn, second by Councilman Killian.  
Vote to approve.



## **CHESTER COUNTY SPECIAL CALLED COUNCIL MINUTES**

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Thursday, September 29th, 2022 at 1:30 PM**

**Present:** Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy (came in at 1:33 pm), Councilman Vaughn, County Attorney Winters, and Clerk to Council Lee.

**Absent:** Councilman Killian. Councilman Wilson with prior notification.

1. **Call to Order** -Interim Chairman Dr. Frederick called the meeting to order.
2. **Executive Session**  
Vice Chairman Branham motioned to go executive session, second by Councilman Jordan.  
Vote 4-0 to approve.
  - a. To receive legal advice regarding SCIID. Attorney Winters.
  - b. To receive legal advice regarding Project 2276. Attorney Winters.
3. **Council Actions Following Executive Session**  
Vice Chairman Branham motioned to go back to regular session, second by Councilman Vaughn.  
Vote 4-0 to approve.
  - a. Action taken regarding SCIID. Taken as information.
  - b. Action taken regarding Project 2276. Taken as information.
4. **New Business**
  - a. Council to approve a contract with Stryker Sales, LLC, Portage, MI for emergency care products in the amount of \$ 1,924,700.00 dollars. Britt Lineberger.  
Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 4-0 to approve.
5. **Adjourn-** Councilwoman Guy motioned to adjourn, second by Councilman Jordan.  
Vote 4-0 to approve.



Resolution 2022-13

A RESOLUTION

**TO ADOPT THE LEASE AGREEMENT FOR THE RENTAL OF THE PROPERTY KNOWN AS ONE ARGONNE AVENUE, GREAT FALLS, SOUTH CAROLINA**

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

**WHEREAS**, the County wishes to allow for the lease of the property known as One Argonne Avenue, Great Falls, South Carolina by the public; and

**WHEREAS**, the County wishes to protect the interest of all parties engaged in such a rental of a portion of the property known as the by utilizing the lease agreement as provided herein as Exhibit "A" and incorporated by reference; and

**WHEREAS**, the County wishes to enter into a lease agreement with the Great Falls Heart and Soul program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Chester County Council does hereby adopt the lease agreement, Exhibit "A", incorporated by reference into this resolution, as the lease Agreement for a portion of the property known as One Argonne Avenue, Great Falls, South Carolina

DONE IN MEETING DULY ASSEMBLED, this 3<sup>rd</sup> day of October 2022.

**COUNTY COUNCIL OF CHESTER COUNTY**

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Dr. Wylie Frederick, Interim Supervisor

**ATTEST:**

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Karen Lee  
Clerk to County Council of Chester County

## EXHIBIT A

ALL that certain lot, piece or parcel of land, containing a fraction of an acre, more or less, lying and being situate at Great Falls, in Chester County, SC, being between and fronting on both Argonne Street and Calhoun Street, and having the following courses and distances, metes and bounds, according to plat thereof made by L.H. Melton, C.E., dated July 23, 1948, to-wit: Beginning at the Northeast corner of said lot at western curb line of Calhoun Street and running thence along said curb S 15.5 degrees E 50 feet to stake, thence along line with other property of J.P. Stevens & Co., Inc., N 82.5 degrees W 121 feet to stake on eastern outer edge of gravel sidewalk of Argonne Street, thence along outer edge of said sidewalk N 15.5 degrees E 50 feet to stake, thence along line with other property of J.P. Stevens & Co., Inc., S 80.5 degrees E 94.2 feet to beginning corner and being part of the property described as parcel No. 2 and conveyed to J.P. Stevens & Co., Inc., by Republic Cotton Mills by deed dated August 31, 1946 and recorded in Vol. 329, Page 327. Having Chester County Tax Map# 202-10-15-002-000.

Derivation: Being the identical property conveyed to the County of Chester by deed of J.P. Stevens & Co., Inc., recorded October 12, 1948 in Deed Book 362, Page 150.

It is expressly and specifically understood and agreed by and between J.P. Stevens & Co., Inc., Grantor and the County of Chester, Grantee, and by acceptance of above stated deed of conveyance the County of Chester, South Carolina, does expressly and specifically understand, covenant and agree, and bind itself and its successors and assigns, that in the event the above described real estate , together with any and all buildings and other improvements that may be erected thereon, should ever cease to be used as a health center for the citizens and inhabitants of the County of Chester, and particularly as a health center for the citizens and inhabitants of Great Falls, and the community surrounding same, then and in that event the within deed of conveyance shall become null and void and of none effect whatsoever, and title in and to the above described lot or parcel of land shall revert to, and become the property of J.P. Stevens & Co., Inc., its successors and said J.P. Stevens & Co., Inc., its successors and assigns, shall have the privilege and right of purchasing the buildings erected upon said lot or parcel of land from the County of Chester at a price to be mutually agreed upon; and, in the event it is found to be impossible to agree upon a price for said buildings and other improvements which is mutually satisfactory to the parties hereto, then and in that event said County of Chester shall have the right to remove said buildings and other improvements from the above described lot or parcel of land within six (6) months after same ceases to be used as a health center, and return said lot or parcel of land to J.P. Stevens & Co., Inc., in the same condition in which it was at the time of conveyance to the County of Chester, provided, however, that in the event said buildings and other improvements are not removed with six (6) months from the time it ceases to be used as such health center, then, and in that event, such buildings and other improvements shall become the property of J.P. Stevens & Co., Inc., its successors and assigns, free and clear of any and all claims of any nature whatsoever on the part of said County of Chester and said J.P. Stevens & Co., Inc., shall have the right to re-enter upon the lot or parcel of land hereinabove described and take full, complete and entire possession of same, together with any and all improvements of any nature whatsoever located thereon at that time, and the County of Chester shall have no further right, title or interest of any nature whatsoever in and to said real estate. Both J.P. Stevens & Co., Inc., and the County of Chester agree, however, to make every reasonable effort to agree upon a price for the improvements which shall be reasonable, considering the facts and circumstances.



**SECOND:** That this Lease is subject to Tenant being responsible for electric, water and gas services along with any telecommunication services it may require.

**THIRD:** That this letting is upon the following express conditions, each of which the Tenant covenants will be kept, observed and performed throughout the term, and any violation of any of them, if followed by written notice so declaring, given by the Landlord, or its duly authorized agent, and served upon the Tenant, or left upon the demised premises, shall terminate the estate granted, viz:

- (a) The premises leased shall be used and occupied by the Tenant for its purposes, and no other purpose.
- (b) Without the prior written consent of the Landlord, the term demised shall not be assigned, or transferred by operation of law, or otherwise, nor shall the Tenant let, underlet, or permit to be used by others for hire, the leased premises, or any part of them, without the like prior written consent.
- (c) The Tenant shall not make any alterations in, additions or improvements to the leased premises, without the prior written consent of the Landlord; except that Tenant may make de minimis nonstructural improvements with a value of less than \$10,000.00 without such prior written consent; and
- (d) The Tenant and the agents, clerks, invitees, and visitors of the Tenant shall faithfully comply with and keep and observe the rules and regulations set forth below or to be made in the future, in accordance with the provisions of this Lease.

**FOURTH:** That the parties covenant as follows:

- (a) In the case the leased premises shall be deserted or vacated the Landlord shall have the right to enter the same as the agent of the Tenant, either by force or otherwise, without being liable to any prosecution thereof, and to relet the same as the agent of the Tenant, and to receive the rent for the leased premises, and to apply to the payment of the rent due under this Lease, holding the Tenant liable for any deficiency.

- (b) The Tenant shall take good care of the leased premises and the fixtures, and, at the expiration, or other termination, of the term, shall surrender the premises and fixtures in reasonable condition. Tenant also agrees to promptly mail within ten (10) days receipt of notice any amounts necessary for excess cleaning or repairs, which have been caused by Tenant's negligence or willful action.
- (c) All injury to the building or fixtures caused by moving the property of Tenant in or out of the building, and all breakage or other injury done by the Tenant, or the agents, of the Tenant, as well as any damage caused by the overflow or escape of water, electricity, or other substance due to the negligence of the Tenant, or of the agents, of the Tenant shall be repaired by the Landlord at the expense of the Tenant. The cost shall be determined on statements rendered by the Landlord to the Tenant, and the sum so determined shall be payable to the Landlord upon the delivery of such statement, and, if not paid by the Tenant within ten (10) days thereafter, the sum shall become so much additional rent for the succeeding month, payable with the installment of rent next becoming due, and collectible as such.
- (d) All alterations, additions to, or improvements upon the lease premises, or the buildings, made by either party (except lights, movable furniture, and appliances put in at the expense of the Tenant, and movable without defacing or injuring the building or leased premises), shall become the property of the Landlord, and shall remain upon, and be surrendered with, the premises as a part of them at the end of the term, without disturbance, molestation or injury.
- (e) In case of injury to the demised premises or appurtenances by fire or other cause, the Tenant shall give immediate notice of such to the Landlord. If the demised premises shall be damaged by fire or other cause, without the fault or neglect of the Tenant, or of the agents, of the Tenant, the injury shall be repaired, at the expense of the Landlord, as speedily as possible, after such notice; but if, without such fault or neglect, the demised premises shall be



rendered untenable by the elements, or by any other cause, the rent shall cease until the same shall be repaired as provided above.

- (f) The Landlord shall not be liable for any damage to any property or person at any time in the leased premises or building, or from water, rain, or snow, whether they may leak into, issue or flow from any part of said building, or from the pipes or plumbing works of the same or from any other place or quarter unless if such damage is due to the negligent acts or willful misconduct of Landlord, its employees, agents or contractors. The Tenant shall give to the Landlord, or to its agent, prompt written notice of any accident to, or defect in, the water pipes or electric wires, and the same shall be remedied by the Landlord, with due diligence, subject to the provisions of the subparagraph numbered “(b)” above.

**FIFTH:** That the Landlord, or its agents, upon reasonable notice to Tenant, shall have the right to enter the leased premises, at reasonable hours in the day, to examine the same, or to make such alterations and repairs as may be deemed necessary.

**SEVENTH:** That the Tenant covenants that the following rules, regulations, and stipulations, and such other and further rules and regulations as the Landlord may make, being, in the Landlord’s judgment, needful for safety, care, and cleanliness of the building and premises, or the comfort of the Tenants, shall be faithfully kept, observed, and performed by the Tenant, and by the agents, clerks, servants, and visitors of the Tenant, unless waived in writing by the Landlord, viz:

- (a) The sidewalks, entries, passages, and stairs shall not be obstructed or used for any other purposes than ingress and egress.
- (b) That the toilets and sinks shall not be used for any other purpose than those for which they were constructed, and the expense of any breakage, stoppage, or damage resulting from a violation of this rule shall be borne by the Tenant, who, or whose clerks, agents, servants, or licensees, shall have caused it.
- (c) Except for the purpose of performing any duties under this Lease, the Tenant shall not mark, paint, or, in any way, deface the walls, ceilings, partitions, floors, wood, stone, or iron work.

- (d) No Tenant shall do or permit anything in the premises, or bring or keep anything in them that shall, in any way, increase the rate of fire insurance on the building, or on the property kept in it, or obstructions to interfere with the rights of other Tenants, or in any way injure or annoy them, or those having business with them, or conflict with the regulations of the Fire Department, or the fire laws, with any insurance policy upon the building, or any part of it, or with any rules and ordinances established by the Board of Health or other government authority.
- (e) The Tenant shall not use any other method of heating or cooling than that which is supplied by the Landlord. Tenant shall notify Landlord in writing of any malfunction of the heating or cooling system. Landlord shall, upon written notification, have repairs made to the heating or cooling system as soon as practicable.
- (f) The Tenant shall not cause any unnecessary labor by carelessness and indifference for preservation of good order and cleanliness in the Tenant's premises and in the building.

**EIGHTH:**

- (a) That the Tenant further agrees that its covenants and agreements shall be deemed conditional limitations as well as covenants, and, if default shall be made in any of such covenants and agreements; and the Tenant does not cure the same within sixty (60) days within written notice by the Landlord, then, in that event, this Lease shall then become null and void, if the Landlord shall so elect, by notice served upon the Tenant, and the Landlord shall have the right to take possession of the demised premises, either by force or otherwise, and dispossess and remove the Tenant, of its occupants, and their effects, and to hold the premises as if this Lease had not been made.
- (b) That in case of such default and resumption of possession, or in case the term shall cease upon the breach of any of the conditions of this Lease and notice, or in case the Tenant shall be dispossessed for any cause, the rent shall be paid up

pro rata to the time of such resumption of possession, dispossession, or cessations of the term; and, thereafter, at the end of each month during the stated term.

- (c) That no right of redemption shall be exercised under any present or future law, in case the Tenant shall be dispossessed for any cause, or if the Landlord shall, in any other manner, obtain possession of the demised premises in consequence of the violation of the covenants and agreements of the Tenant.
- (d) That the Landlord may restrain any threatened breach of the covenants to observe the conditions of this Lease, or of any other covenants contained in this Lease, but the mention of any particular remedy shall not preclude the Landlord from any other remedy it might have either in law or in equity; nor shall consent to one (1) act that would otherwise be a violation, or waiver of, or redress for, one (1) violation, either of covenant or condition, prevent a subsequent act that would originally have constituted a violation from having all the force and effect of an original violation.

**NINTH:** All shelves or other items which shall be hung on the wall must be done so in a good and workmanlike manner. Any damage done as a result of such work will be repaired upon the termination of the lease by Tenant.

**TENTH:** That Landlord shall not be responsible for insuring the goods or other items of Tenant on premises. Tenant may, if it desires, insure its contents under such term or terms as it deems necessary.

**ELEVENTH:** That if the Tenant shall default in the performance of any of the terms. provisions, covenants and agreements on the Tenant's part to be kept, observed and performed, or if the Tenant shall abandon, desert, vacate or remove from the demised premises, or if the Tenant shall, without the Landlord's written consent first obtained, sell, assign, mortgage or pledge, this Lease, or if the Tenant shall file a petition in bankruptcy, or if the Tenant shall make an assignment for the benefit of creditors, or if the Tenant shall take or receive the advantage or benefit of any insolvency or bankruptcy act, or if the Tenant shall enter into an agreement of composition with his creditors, then, and in any such event, the

Landlord may, at its election, terminate this Lease at any time thereafter, and all of the estate, right, title, and interest in it, granted to, or vested in, the Tenant, by giving the Tenant five (5) days' notice in writing of such election, and, at the expiration of such period of five (5) days, this Lease, and all of the estate, right, title, and interest in it, granted to, or vested in, the Tenant shall then cease and determine, anything to the contrary of this agreement notwithstanding.

**TWELTH:** That at the expiration of this lease term, Landlord and Tenant may agree to extend the term of this Lease in twelve (12) month intervals at the monthly rental to be determined, under the same covenants and conditions, except that Landlord shall have the right to raise the amount of the Lease after the 1<sup>st</sup> twelve (12) months upon one (1) month's written notice to Tenant.

**THIRTEENTH:** Either the Landlord or the Tenant may cancel the within Agreement for no reason upon sixty (60) days notice upon giving written notice to the other party at the addresses as stated above.

**FOURTEENTH:** The Tenant shall keep in full force and effect policies of insurance as required to protect its personal property, its visitors and its employees.

Tenant shall maintain the following insurance policies in full force and effect and at its sole cost and expense for the term of this Lease:

- 1) A Commercial General Liability policy covering the Common Areas and the Leased Premises of the Building and Premises, Contractual Liability and Personal Injury Liability coverages in an amount not less than \$1,000,000 combined single limit for each occurrence.
- 2) Workers Compensation insurance covering the Tenant's employees further agrees to hold harmless and indemnify Chester County government, Chester County Council, its employees and agents for any and all claims arising out of any injury, disability or death of the Tenant's employees or agents.

Tenant shall, at its sole cost and expense, keep in force the above policies of insurance in the amounts as specified and as required by statute with carriers authorized to do business in the State where the leased premises are located. Companies writing the policies shall be A.M. Best rated A+ 10 or higher. Tenant shall provide Landlord with terms and conditions prior to the commencement of said Lease and renewal certificates promptly at expiration or non-

renewal of the policies required herein, as long as this Lease is in effect; and said certificates shall provide that not less than thirty (30) days written notice will be furnished to Landlord prior to the date of non-renewal or cancellation, except for nonpayment of premium.

**FIFTEENTH:** Tenant does indemnify and hold harmless Chester County, its County Council, its employees and agents, and its affiliates from any and all claims.

**SIXTEENTH:** Tenant must maintain its nonprofit status with the State of South Carolina, and the Internal Revenue Service, where applicable. Tenant shall immediately notify Landlord of the loss of nonprofit status whether by dissolution by a governmental entity or its own decision.

**SEVENTEENTH:** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the addresses last known for each party, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

**EIGHTEENTH:** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

**NINETEENTH:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

**TWENTIETH:** The parties hereto agree that, in the event of breach or threatened breach of the covenants as set forth in this Agreement, the damage or imminent damage to the value and the goodwill of the County's business will be inestimable, and that therefore any

remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the County shall be entitled to injunctive relief against the Tenant in the event of any breach or threatened breach of the covenants as set forth in this Agreement by the Tenant, in addition to any other relief available to the County under this Agreement or by law.

**TWENTY FIRST:** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of South Carolina.

**IN WITNESS THEREOF,** the undersigned have hereunto set their hands and seals the date and year first above written.

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD:**

CHESTER COUNTY

BY: \_\_\_\_\_

Dr. Wylie Frederick

Its: Interim County Supervisor

**TENANT:**

Great Falls Heart and Soul

BY: \_\_\_\_\_

Its:

STATE OF SOUTH CAROLINA )

COUNTY OF CHESTER )

I, the undersigned Notary Public, do hereby certify that the above-named COUNTY OF CHESTER, **AS LANDLORD**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

**WITNESS** my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ (SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

STATE OF SOUTH CAROLINA )

COUNTY OF CHESTER )

I, the undersigned Notary Public, do hereby certify that the above-named representatives for the Great Falls Heart and Soul, **AS TENANT**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

**WITNESS** my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ (SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

Chester County Planning Commission Meeting August 16<sup>th</sup>, 2022

**CCMA22-14 Jason & Leslie Willis request Tax Map # 047-00-00-035-000 on Walnut Grove Lane to be rezoned from Rural Three District (R3) to Rural Two District (R2).**

Bill Marion stated I'm an attorney here in Chester, South Carolina. Mr. And Mrs. Willis asked me to represent them tonight. They have a tract of land that is zoned R3 that is well surrounded by R2 tracts of land, and they would like this tract to be zoned R2. So, their other land zoned the same way. Chairman Raines asked if all the property is contiguous to the other. Attorney Marion stated yes. Chairman Raines asked if any member of public present tonight wish to speak in favor of this rezoning or any member of the public presence might wish to speak in opposition to this rezoning. Okay, hearing no public comment. Commissioner Grant motioned to approve, second by Commissioner Walley. Vote 6 0 to Approve.





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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 8-16-22 Case # CCMA22-14 Invoice # 5438

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

Please give your reason for this rezoning request:

To connect 2 parcels that I own To put on a Tax Map

*Copy of plat must be presented with the application request*

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

Property Address Information

Property address: 2626 Walnut Grove Lane Chester, SC 29706  
 Tax Map Number: 047-00-a-035-000 Acres: 95

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

PLEASE PRINT:

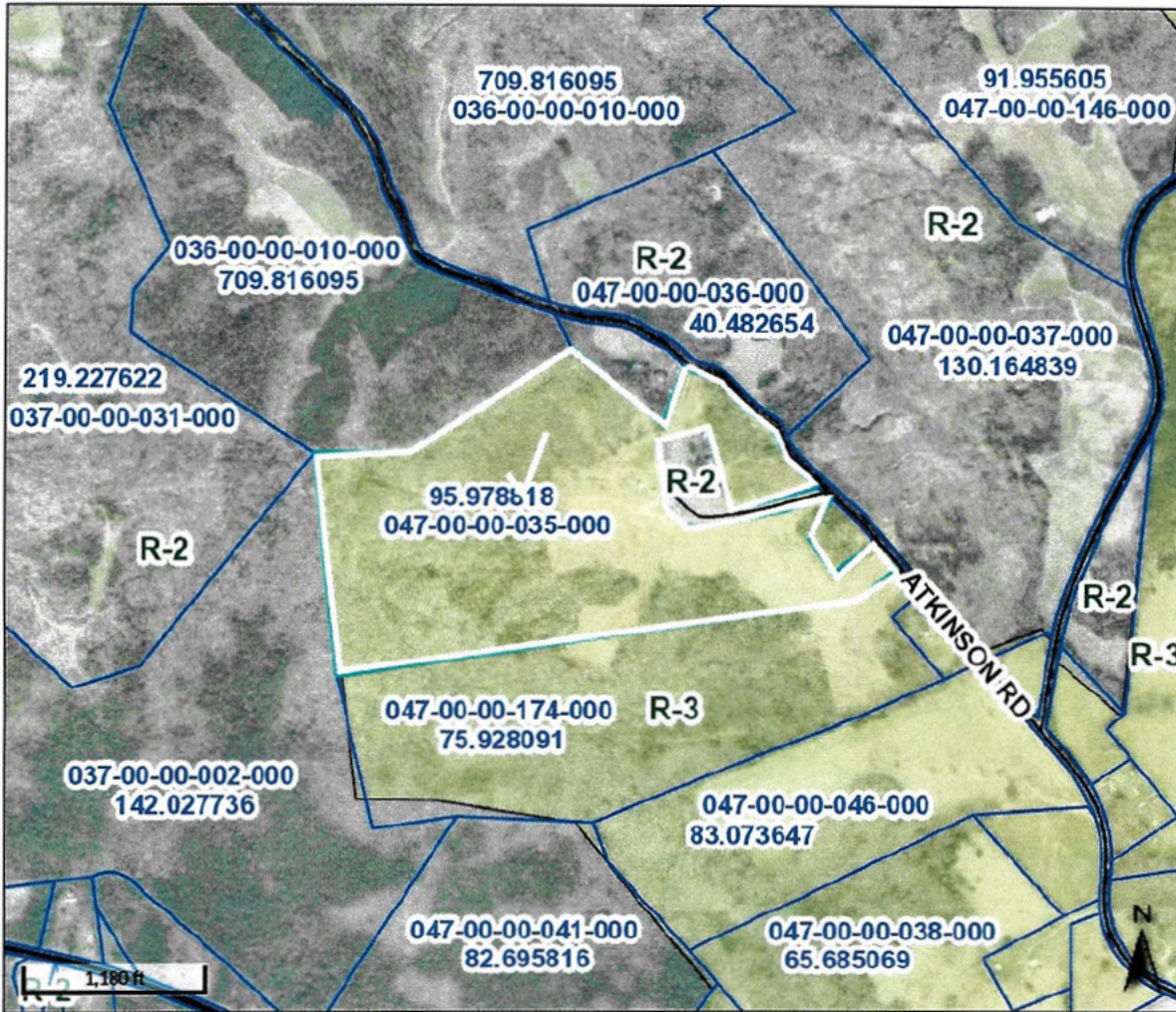
Applicant(s): Jason Willis Leslie Willis  
 Address 2026 Walnut Grove Lane Chester, SC 29706  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

Owner's signature: Jason and Leslie Willis Date: 7-14-22  
 Applicant signature: Jason and Leslie Willis Date: 7-14-22

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



Overview



<b>Parcel ID</b>	047-00-00-035-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	WILLIS JASONE -SURVIVORSHIP &
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	LA		WILLIS LESLIES -SURVIVORSHIP
<b>Property Address</b>	1775 ATKINSON RD	<b>Acreage</b>	95.979		2026 WALNUT GROVE LN
					CHESTER SC 29706

**District** 01  
**Brief Tax Description** RD 402  
 (Note: Not to be used on legal documents)

Date created: 8/24/2022  
 Last Data Uploaded: 8/24/2022 3:11:16 AM

Developed by  **Schneider**  
 GEOSPATIAL

Chester County Planning Commission Meeting August 16<sup>th</sup>, 2022

**CCMA22-15 Arthur Lee Gaston II, VGHT LLC, and Saja Realty LLC request Tax Map # 070-00-00-013-000 on Thomas E Davis Lane to be rezoned from Rural Two District (R2) to Multi-Family Residential District (RG1).**

Attorney Marion stated he was representing both Arthur Lee Gaston, Saja Realty LLC and VGHT LLC. This one is of course not to rezone the entire tax map. It's only to rezone the 0.12-acre parcel. If you look at the survey, did all y'all get a copy of it? Patsy A. Davis Young whose parents were deeded a lot which is presently zoned RG-1 and is shown as parcel B Pasty A. Davis. When the applicants had all their lands surveyed, they found out that Mrs. Davis's house projects 6.8 feet onto a portion of tax map number 070-00-00-013-000. The portion that we're asking to be rezone is bounded by a dirt drive on one side and Thomas E. Davis Road on the other. This would allow Mrs. Young to have her house all on one lot. It would make it fit the setback lines of the current zones. So, we're asking to rezone the .12 acres so this property can be deeded to her so that her house will not straddle a lot line.

Chairman Raines stated you are cleaning up the deeds and the property lines.

Attorney Marion stated yes.

Commission Williams asked if the road would be extended.

Attorney Marion stated they are not asking for a road extension and not privy if that may happen in the future.

Chairman Raines asked if anyone wished to speak in opposition to this request. Vera James, I live on Thomas E. Davis Lane. My question to you Mr. Marion is why he is rezoning as a multifamily instead of as residential and doing it that way rather than doing it as a multifamily.

Attorney Marion stated the other lots that surround Mrs. Young's property are presently zoned RG-1 which is what we're going for. Mrs. Holmes's lot next door is presently zoned RG-1. Brenda Worthy's lot is zoned RG-1. Serena Davis Jones's lot is zoned RG-1. James Edward Davis's lot is zoned RG-1. So, we're trying to do is to bring this small lot in which is surrounded by two streets and surrounding property into the same zone as the others. We did not create those zones.

Director Levister stated that RG1 is multi-Family and if this is approved by the Planning Commission and County Council approves, then both properties will be zoned the same. Commissioner Howell motioned to approve, second by Commissioner Grant. Vote 6-0 Approve.



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

**Zoning Map Amendment (Rezoning) Application**

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

Meeting Date: 8-16-22 Case # CCMA22-15 Invoice # 5439

The applicant hereby requests that the property described to be rezoned from R2 to R61

Please give your reason for this rezoning request:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Copy of plat must be presented with the application request**

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

**Property Address Information**

Property address: vacant lot adjacent to 582 Thomas E. Davis Lane, Chester, SC containing 0.12  
 Tax Map Number: portion 070-00-00-013-000 Acres: 0.12 acre

Any structures on the property: yes  no . If you checked yes, draw locations of structures on plat or blank paper. See plat attached, Dwelling located on TMS 069-06-00-027 projects 6.8 feet onto the property which is sought to be rezoned so it can be sold to Patsy A. Davis Young the owner of TMS 069-06-00-027.

**PLEASE PRINT:**

Applicant(s): Arthur Lee Gaston, II  
 Address P. O. Box 608, Chester, SC 29706  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant signature: Arthur Lee Gaston, II Date: 7/13/2022

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

STATE OF SOUTH CAROLINA )

RESOLUTION

COUNTY OF CHESTER )

A meeting was held this the 13<sup>th</sup> day of July, 2022 in the offices of VGHT, LLC a South Carolina Limited Liability Company, to consider the re zoning of a tract of land containing 0.12 acres, more or less from R-2 to RG 1 in Chester County, SC. That the tract of land to be rezoned is more particularly described on Exhibit "A" attached hereto.

That all members of VGHT, LLC were present at the meeting, including Helen H. Kluiters, as trustee of the sole member.

And Whereas, in order to accomplish the Zoning Map Amendment (Rezoning) Application a Resolution is required by the said VGHT, LLC authorizing a person to appear on behalf of the applicant.

And Whereas, the Applicant, VGHT, LLC by its sole Member wishes to appoint, W.L.D. Marion of Chester, SC as its Agent at the hearing to represent the said VGHT, LLC to appear at the hearing at the Department of Planning, Building & Zoning, for Chester County, SC for the re-zoning of the said parcel.

And Whereas, the said VGHT, LLC, and reviewing all the facts herein, it is resolved:

That W.L.D. Marion of Chester, SC shall appear as the Agent of VGHT, LLC at any re zoning hearing at the Department of Planning, Building & Zoning for Chester County, SC.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seal this 13<sup>th</sup> day of July, 2022.

VGHT, LLC

By: Helen H. Kluiters  
Helen H. Kluiters, as Trustee  
of Trust B fbo Helen H. Kluiters  
created under the Amended and  
Restated Trust of Virginia Gaston  
Hennig U/A dated December 27, 2005

Its:Member

STATE OF SOUTH CAROLINA )

RESOLUTION

COUNTY OF CHESTER )

A meeting was held this the 13<sup>th</sup> day of July, 2022 in the offices of SAJA REALTY, LLC a South Carolina Limited Liability Company, to consider the re zoning of a tract of land containing 0.12 acres, more or less from R 2 to RG 1 in Chester County, SC. That the tract of land to be rezoned is more particularly described on Exhibit "A" attached hereto.

That all members of SAJA REALTY, LLC were present at the meeting, including Julian Hennig III, as trustee of the sole member.

And Whereas, in order to accomplish the Zoning Map Amendment (Rezoning) Application a Resolution is required by the said SAJA REALTY, LLC authorizing a person to appear on behalf of the applicant.

And Whereas, the Applicant, SAJA REALTY, LLC by its Member wishes to appoint, W.L.D. Marion of Chester, SC as its Agent at the hearing to represent the said SAJA REALTY, LLC to appear at the hearing at the Department of Planning, Building & Zoning, for Chester County, SC for the re zoning of the said parcel.

And Whereas, the said SAJA REALTY, LLC, and reviewing all the facts herein, it is resolved:

That W.L.D. Marion of Chester, SC shall appear as the Agent of SAJA REALTY, LLC at any re-zoning hearing at the Department of Planning, Building & Zoning for Chester County, SC.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seal this 13<sup>th</sup> day of July, 2022.

SAJA REALTY, LLC

By: Julian Hennig III

Julian Hennig III, as Trustee  
of Trust B fbo Julian Hennig III  
created under the Amended and  
Restated Trust of Virginia Gaston  
Hennig U/A dated December 27, 2005

Its:Member



**CCMA22-16 Randall and Jennifer Simoes request Tax Map # 132-00-00-211-000 on Starnes Road to be rezoned from Rural Two District (R2) to Limited Industrial District (ID-2).**

Mrs. Simoes stated So first and foremost, we'd like to thank the board for your time and attention tonight. We appreciate it. We think it's important that we provide some background on ourselves since we are new to the community. We moved here in 2019. Mrs. Simoes is a registered nurse with 27 years of experience, and a nurse executive at a large insurance company. She practices clinically on the weekends at Atrium and Uptown in the Intensive Care Unit. Randy has been successfully self employed for 36 years as an owner operator and as the President of two companies. With his 36 years of experience, his knowledge base for safety courses and scope of his work full knowledge of regulatory guidelines is imperative as well as his compliance with the FMCSA which is the Federal Motor Carrier Association. Regarding our residence, I'm going to do this in sections so that we can kind of get like a little foundation if you will. We feel it's important that a clear history is voiced not only to the board members but to our neighbors as well, who are misinformed and making assumptions to what is fact versus what is fiction. Prior to purchasing our home in December 2019 Randy contacted the Chester zoning office by phone. In hand during this call, were the listing paperwork for the property that was for sale as well as the tax papers for this property. We have nine acres of land. One acre was residential, and eight acres was agricultural. Randy explained during this call our transportation business and what he had for equipment to meet the needs of his employment. All was clear to go. You're under agricultural is what we were told. We move forward with the purchase of our property we had completed our homework to ensure compliance. We then requested a building permit to build a 46X28X14 garage, which we utilize to do our own repairs and maintenance. We were granted a permit in the building process began. We requested an electrical permit and a line be placed. Duke Energy came and installed what was requested. COVID hit and the permitting process was then on hold for an electrical permit for us to get lights in the building. Once COVID worries lessened we reached out to the zoning department to request the electrical permit. It is at this time that we were advised that the that the zoning needed to be changed.

For our transportation business it needed to be changed to limited industrial. R-2 did not allow for it and neither did agricultural. We are now advised that we are taxed as agricultural not zoned agricultural. Perhaps this is a gray area. But when folks are calling for guidance property owners or prospective property owners would hope to be receiving the correct zoning guidelines. This would not be in our control. We'd like to make it very clear that we are not dodging the appropriate zoning codes as allege which is inaccurate information. For the last two years and eight months. Randy has been going to work every day with his truck and assorted trailers depending on his work requirements for that day. He is and always has been cautious with noise, aware of our surroundings, and operates in a safe manner. He has been accident free, never had any tickets on his license for 36 years. Within the last 90 days, we've hired a part time worker who was fully vetted as a driver by me and my husband. Our driver has 20 years of driving experience and a clean record as well. He takes our truck home with him nightly. It is not on our property. During the last two years and eight months, we have not received one complaint. We have not received one complaint from our neighbors nor the zoning board. The only thing that has changed is the orange sign on our front lawn.

You get into your pickup, your SUV, or your coop to go to work. Randy gets in his truck. That's how he gets to work. Let's talk about the scope of work that Randy does. We own and operate a transportation and excavation company. The transportation company uses said trucks and trailers to move excavating



equipment to and from job sites along with materials that may or may be needed, such as steel, sand, or rock. The transportation entity also has contractual commitments in the plate glass industry. This scope of work is called collet i.e., plate glass, which is transported from factories to a 50X50-foot cement lined bin in small portions is then reloaded in larger portions and transported 200 miles to the crush plant where they crush it down into a sand form that is used on the highway lines which give sparkle. So, if you all are driving at night and you have the white lines on the road and their sparkle, that's the crush glass. This material is nonhazardous does not contain any lead and therefore safe to the environment. We are not running a crushing plant on our property which has also been alleged and again, not fact. The current glass pile that we have is short term as the lease on the property where the glass was stored in Charlotte was negated as the property was sold. With respect to the roads, we respect the fact that there was concern with the road however respectfully, they were in disrepair when we arrived in 2019. According to multiple sources, the roads have been in this condition since the early 80s, especially Starnes Rd. As a company we pay our fair share of road taxes to the state of South Carolina. Therefore, it's not our fault that the state can't appropriate funds accordingly for road improvements. Furthermore, Starnes Road is a public road non posted which means there's no signs on Starnes Road that says no trucks allowed with a speed limit of 50 miles per hour. And it's also a state-maintained road. Randy is not the only commercial vehicle that is on Starnes Road on any given day. I think with COVID and folks working from home including myself, you get a flavor of what traffic patterns are. There was a lot of building of new developments all around us, which also ramps up traffic. Our neighborhood, Randy and I both grew up in the country in Massachusetts. That's where we're from his Massachusetts. We appreciate the sense of peace that it brings. We're not looking to cause an uproar on Starnes Road. We are not building a trucking depot. We are not expanding into the remaining acreage that we have. We are not building a distribution center of any sort. If you were to drive by our residence all you would see is a brick house on the hill. In closing, my husband and I are honest, hardworking people just like you. Our integrity is important to us as is our work name. We embrace family values to know us as individuals or as a couple. Were fun to be with. We are working people just like you working to pay our bills, be upstanding citizens, as well as an active part of this community. Our goal was to not rustle the community, but to find a common ground.

Commissioner Grant asked how many trucks a day come out of your driveway.

Mr. Simoes stated that he leaves in the morning, he comes home in the afternoon. My driver comes in the afternoon he leaves in the afternoon. Some days I do two or three trips into my yard with the collet on average we do about 15 turns in and out of that on the road per week. On average, that's on average, about 15 times in and out per week between the two of us. There's three in the fleet. three total is one spare mine and his. So, two are on the road and he has only two drivers. So again, that's on average about 15 trips per week, up and down from Harmony Church Road to our driveway.

Commissioner Grant asked how much weight he carried on the trucks.

Mr. Simoes stated 80,000 pounds.

Commissioner Grant stated so this is a tractor trailer semi-truck.

Mr. Simoes stated yes.

Chairman Raines asked if anyone wished to speak in favor for this rezoning request.

John Olvera 2678 Starnes Road, okay. Mr. Simoes pretty much said what I was going to say except I have a couple of questions or caveats that I wouldn't be in favor of this except I just want insurance that it will not change the tax base on my house nor its valuation. That's my only concern.

Planning Director Levister stated he had spoken with Auditor Donnie Wade who said it would not change the tax base. Chairman Raines asked if anyone wished to speak in opposition of this rezoning request.

Brenda McBrayer, 2633 Starnes Road and I've lived there for over 20 years. She's the Vice President with First Citizens Bank here in Chester, and she's worked there for 43 years. She wanted to tell you up front that she not against growth in Chester County. That's not why I'm standing here. I'm a charter member of the Chester Economic Development Association, and I am support. I'm in support of business and residential growth. I just want it to happen the right way. Spot zoning is not the right way in Chester County. My concerns about this are changing from R2 to ID2 will affect property values because if an appraiser comes out to look at your property, he's going to look for the highest and best use of that land and change in spot zoning will affect that. An ID2 class, do you know what that houses I means? I'm sure you do, but it houses Giti Tire, it houses Sun fiber, and Guardian Glass. Trust me, Starnes Road is not the place for it. The quality of life is my concern to people while people jog, people ride golf carts, people bike, I mean, you know and with those big semi-trucks as he described, you know that changes our quality of life. And they're exactly right Starnes Road was a mess before they got here. But Starnes Road was built as a country road and it was built as a Farm to Market Road, which means local traffic only. This will affect the condition of that road going forward if we would ever get it paved. But right now, it's alligator cracks all over the base of the road is over 50% failed at this time. We cannot support those heavy trucks like Hwy 9 and 901. Now I don't want to shut the guy's business down I'm not for that. I would just like for y'all to do an order that will allow him adequate time. Do not change the zoning to ID2, because that will open spot zoning. I would like for y'all to give him adequate time to relocate his business in Chester County and it be in a zone for his business, ID 2 needs to go forward for the future of our county. And listen, I believe in our slogan, choose Chester for business for life. And this I'm standing up here I must tell you that my daughter is Nikki Nash came up with that slogan and I believe in it choose Chester for business for life. And thank you so much for listening to me and for your consideration and not spot zoning.

Commissioner Grant stated we did a spot zoning quite a few years ago and it didn't work out too well.

Commissioner Howell asked the gentleman on 901 and Westbrook. That was spot zoning, but he had a reverter clause and it was the same type of business. He asked staff when his reverter clause time limit was up.

Director Levister stated Matt Lawson is still in operation. He calls every couple of times and checks for parcel or what the current zoning is because he's still looking for a parcel that is already rezoned so he doesn't have to go through rezoning process. On that date he must cease business and the property rezones back to the current zoning. That was the commissions reverter clause. He got two years, limited 10 trucks because that's what was already in operation, and he couldn't make any more improvements to the office space. It had to stay the same square footage so basically, his business had to stay established as it is now.

Commissioner Grant I wouldn't even be in favor of this with a reverter clause. Because this is a neighborhood. I mean, there are nice homes down there. And the road is not in that great condition in my opinion. But the road is not that good for 80,000 pound vehicle going over it 50 times a week as he stated.

Chairman Raines stated I agree. And, you know, we don't need to get into businesses spot zoning at all. So, let's go ahead and make a motion to have a discussion. I move that we deny this rezoning request as it's been presented, second by Commissioner Howell.

Chairman Raines stated this road is barely more than a gravel road now.

Mrs. Simoes stated Y'all were talking like there's no commercial vehicles on Starnes Road. what I am saying is that there's other 18 wheeler trucks and heavy duty trucks that are on this road. But if you take us out of the picture, if we're worried about the roads, so to avoid any trucks, if you will, coming down, then you're going to have to put signs up. I mean, we've got a lot of development around our road right now. We're down near Richburg. And there's a lot of traffic on our road right now. I've noticed it since I've been home working with COVID. My office is right in the front of the house. There are a lot of heavy-duty trucks going by. Not just Randy.

Chairman Raines stated we're not discussing a road usage issue. We're discussing the rezoning issue. I don't think anybody has made the statement that your trucks were solely responsible for that, but it would add to, you know, the detriment of the road obviously, but as you point out other vehicles but we're not here to discuss road usage and part of the problem is if we rezone your property to that there's a lot of other businesses that could come in there when you leave ID2 something else could move in there in the middle of a residential area when it's purely residential when there's nothing near that is ID2 to okay so that's the problem going forward.

Mrs. Simoes stated whose responsibility is that those are that we're given the wrong information when we buy my house, and you know, none of it was none of y'all. I think we're the ones that were called but now we're in a bad spot. We call the county get the wrong information. And now we must move I mean; I'm not selling my house. I'm telling you that right now it doesn't seem fair to us.

Chairman Raines stated if we were to say give you a year, could you move your business somewhere else would that be an option?

Mrs. Simoes stated what choices we got? Chester's for business but the business can't, you know, we're just trying to make a living. Chairman Raines stated what was discussed previously, that we have done previously, is a gentleman came in much like yourself and misunderstood the rules. Who's ever side that misunderstanding happened on I don't know, but we gave him a period of time to keep the trucks you had in your case, we could say you keep the two trucks you got, and you have a year or two to move and after that, no matter what happens, you're rezoning. Your rezoning is going to revert to R2 you're going to have to lose your business you're going to have to either stop doing business or do business somewhere else. Mr. Simoes stated if he could ask Mike a question. Am I to understand in our zone I can have one commercial vehicle on the property in the R2 is that correct?

Planning Director Levister stated parked, it doesn't say running the business.

Mr. Simoes stated what my wife stated earlier, that's my travel to work and from work vehicle. When this all happens, and I decide to move the business, is that truck able to come to my house park and leave in the morning, correct?

Planning Director Levister stated that was correct.

Mr. Simoes stated can we have two years to relocate?

Chairman Raines stated but that was a hypothetical situation. I mean, it'll be up to the commission to either support or deny that we've had one comment that one member is not in favor that because of the road because of the area just doesn't support this at all. In my opinion. It is spot zoning even on a temporary basis. And I'm hesitant to do it because of the number of resident houses, open land, and stuff like it, there's nothing business related in that area. Now, if you can still drive your truck in and out of there regardless of what we do, then you're welcome to do that, but I don't know that we're going to support you know, that quite frankly. I'm not. I'm not in favor of zoning.

Mr. Simoes asked where that leaves us regarding our trucks and grading equipment.

Chairman Raines stated that leaves him being able to drive his truck in and out of his neighborhood. Commissioner Howell asked if the property was agricultural? Planning Director Levister confirmed that it is zoned R2, taxed agricultural. Chairman Raines motioned to deny, second by Commissioner Howell. Vote 5-1 Deny. Commissioner Williams voted in favor.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: August 16, 2022 Case # CCMA 22-16 Invoice # 5352

The applicant hereby requests that the property described to be rezoned from RES R-2 to NON-RES ID-2

Please give your reason for this rezoning request:

out building for light business use for repairs and maintaining of owned equipment  
For Transportation and Grading Companies  
R.D Simons Inc  
Answer Equipment CO Inc

*Copy of plat must be presented with the application request*

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 484110

Property Address Information

Property address: 2526 Starnes Rd Edgemoor, SC  
29712  
 Tax Map Number: 132-00-00-211 2.066 Acres:

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

PLEASE PRINT:

Applicant(s): Randall & Jennifer  
Simoes  
 Address 2526 Starnes Rd Edgemoor, SC  
29712  
 Telephone: \_\_\_\_\_ (Randy) \_\_\_\_\_ work

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

Owner(s) if other than applicant(s): Same as Above  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

Applicant signature: [Signature] Date: 6/21/2022

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

June 24, 2022

Randy Simoes  
2526 Starnes Rd  
Edgemoor, SC 29712

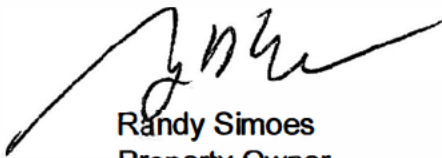
Mr Mike Levister, Director  
Chester County Planning and Zoning  
1476 J A Cochran Bypass  
Chester, SC 29706

Dear Mr Levistor:

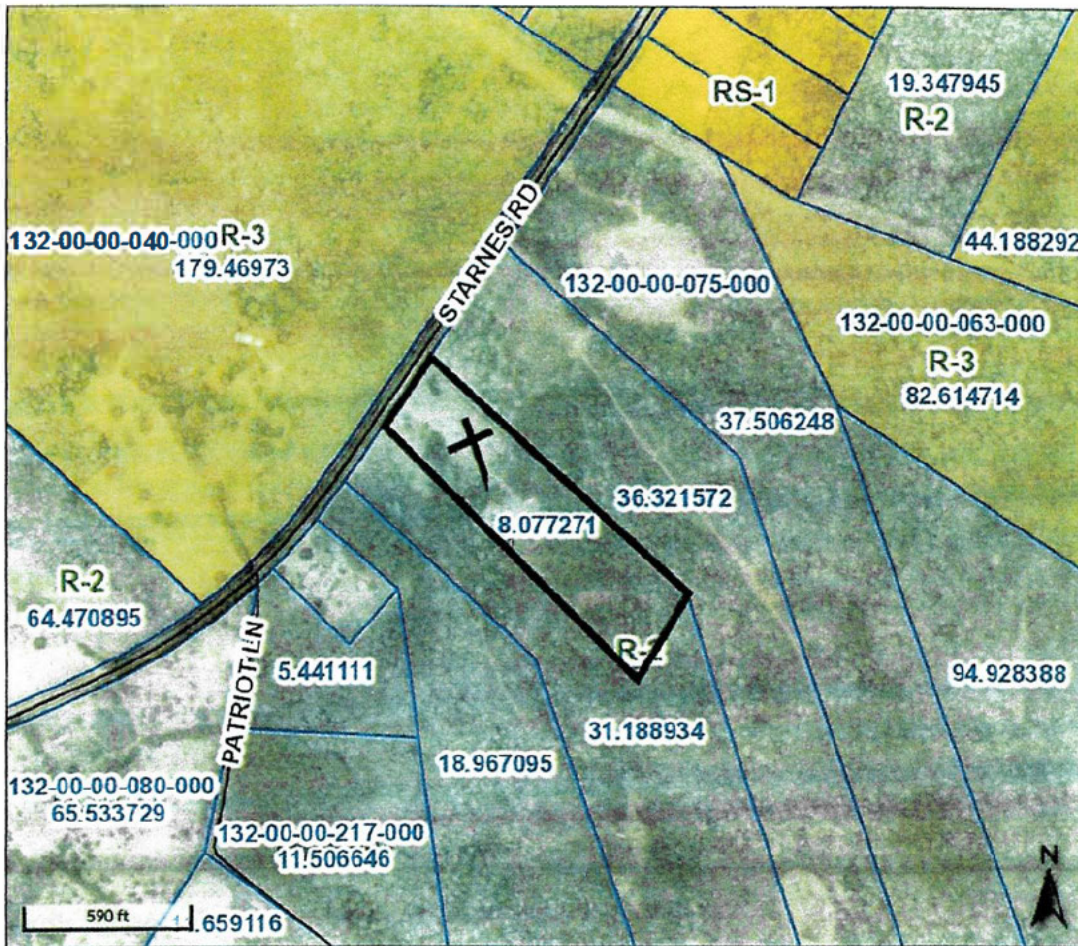
I am in the process of filing an application for a survey of my property at 2526 Starnes Rd in Edgemoor. Because of my work schedule, it is difficult for me to find the time to coordinate the paper work in person. My next- door neighbor, Jim Hicklin has offered to deliver and receive the paper work to the proper county offices on my behalf.

I am therefore requesting your approval for my neighbor to pinch hit for me.

Yours truly,

A handwritten signature in black ink, appearing to read 'Randy Simoes', written over a horizontal line.

Randy Simoes  
Property Owner



Overview



Parcel ID	132-00-00-211-000	Alternate ID	n/a	Owner Address	SIMOES JENNIFER L -SURV AND
Sec/Twp/Rng	n/a	Class	LA		RANDALL D SIMOES
Property Address	2526 STARNES RD	Acreage	8.077		2526 STARNES RD
					EDGEMOOR SC 29712

District 03  
 Brief Tax Description n/a  
 (Note: Not to be used on legal documents)

Date created: 6/27/2022  
 Last Data Uploaded: 6/27/2022 3:14:25 AM



## *Chester County, South Carolina*

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

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**Date:** October 3, 2022  
**To:** County Council  
**From:** Susan M. Cok  
**Subject:** Approval of Bid – Chester-Catawba Hangar Restoration Projects

Chester County Council Members,

On July 21, 2022, the Maintenance Office and the Airport issued a bid for the Hangar Restoration Projects. The bids were due on September 15, 2022. There were 6 bid items, and we would like to award the following items:

- Bid Item #1 – Shade Ports (2) Metal Roof Restorations
  - Awarded to Custom Coatings, Hickory, NC in the amount of \$24,350.00
- Bid Item #2 – Shade Ports (2) Commercial Box Gutter Installation
  - Awarded to Strickland Waterproofing Co., Charlotte, NC in the amount of \$9,880.00
- Bid Item #5 – Maintenance Hangar Wall Restoration
  - Awarded to Strickland Waterproofing Co., Charlotte, NC in the amount of \$16,500.00
- Bid Item #6 – Maintenance Hangar Commercial Box Gutter Installation
  - Awarded to Strickland Waterproofing Co., Charlotte, NC in the amount of \$5,900.00

Materials for the above projects will be a total of \$67,230.65 which will be paid to Garland under State Contract.

The total for materials and bid items 1, 2, 5 & 6 is \$123,860.65.

Respectfully,

*Susan M. Cok*

Susan M. Cok,  
Director of Contracts and Procurement



**Final Bid Tabulations**

<b>Bid Item 1</b>			<b>Shade Ports (2) metal roof restorations</b>		<b>Custom Coatings</b>	<b>Strickland</b>	<b>GMG</b>	<b>Watertight Solutions</b>
Product	QTY				\$ 24,350.00	\$ 27,700.00	\$ 47,431.00	\$ 56,034.00
CPR TG	3	\$	1,360.26					
CPR BG	12	\$	5,191.56					
CPR Base	40	\$	17,622.00					
CPR Topcoat	40	\$	19,087.20					
Unibond 6"	4	\$	712.80					
<b>Total</b>		\$	<b>43,973.82</b>					
<b>Bid Item 2</b>			<b>Shade Ports (2) Commercial Box Gutter Installation</b>		<b>Custom Coatings</b>	<b>Strickland</b>	<b>GMG</b>	<b>Watertight Solutions</b>
Product	QTY		Cost		\$ 23,600.00	\$ 9,880.00	\$ 35,541.00	\$ 23,270.00
RMer Flat Stock	41	\$	5,560.83					
<b>Total</b>		\$	<b>5,560.83</b>					
<b>Bid Item 3</b>			<b>Shade Ports Structural Rehab</b>		<b>Custom Coatings</b>	<b>Strickland</b>	<b>GMG</b>	<b>Watertight Solutions</b>
Product	QTY		Cost		\$ 33,915.00	\$ 37,000.00	\$ 75,198.00	\$ 57,395.00
Rust-Go-Primer	8	\$	4,371.84					
Rust-Go-TopCoat	28	\$	15,495.48					
<b>Total</b>		\$	<b>19,867.32</b>					
<b>Bid Item 4</b>			<b>Hangar A Metal Roof Restoration</b>		<b>Custom Coatings</b>	<b>Strickland</b>	<b>GMG</b>	<b>Watertight Solutions</b>
Product	QTY		Cost		\$ 35,225.00	\$ 56,000.00	\$ 66,480.00	\$ 57,382.00
CPR TG	3	\$	1,360.26					
CPR BG	15	\$	6,489.45					
CPR Base	49	\$	21,586.95					
CPR Topcoat	49	\$	23,381.82					
Unibond 6"	4	\$	712.80					
<b>Total</b>		\$	<b>53,531.28</b>					
<b>Bid Item 5</b>			<b>Maintenance Hangar Wall Restoration</b>		<b>Custom Coatings</b>	<b>Strickland</b>	<b>GMG</b>	<b>Watertight Solutions</b>
Product	QTY		Cost		\$ 21,400.00	\$ 16,500.00	\$ 32,306.00	\$ 27,320.00
Rust-Go-Primer	7	\$	3,864.00					
Rust-Go-TopCoat	12	\$	6,708.00					
<b>Total</b>		\$	<b>10,572.00</b>					
<b>Bid Item 6</b>			<b>Maintenance Hangar Commercial Box Gutter Installation</b>		<b>Custom Coatings</b>	<b>Strickland</b>	<b>GMG</b>	<b>Watertight Solutions</b>
Product	QTY		Cost		\$ 16,200.00	\$ 5,900.00	\$ 28,611.00	\$ 12,470.00
R-Mer Flat Stock	52	\$	7,124.00					
<b>Total</b>		\$	<b>7,124.00</b>					

<b>Custom Coatings</b>	<b>Strickland</b>	<b>GMG</b>	<b>Watertight Solutions</b>
\$ 154,690.000	\$ 152,980.00	\$ 285,567.00	\$ 177,837.00

<b>Total Project Funding</b>		<b>#1</b>	<b>Custom Coatings</b>	<b>\$ 24,350.00</b>	
<b>Bid Items 1-4</b>	<b>Budget</b>	<b>115,000.00</b>	<b>#2</b>	<b>Strickland</b>	<b>\$ 9,880.00</b>
			<b>#3</b>	<b>Custom Coatings</b>	<b>\$ 33,915.00</b>
			<b>#4</b>	<b>Custom Coatings</b>	<b>\$ 35,225.00</b>
<b>Bid Item 5 &amp; 6</b>	<b>1-4 Surplus + 10k</b>		<b>#5</b>	<b>Strickland</b>	<b>\$ 16,500.00</b>
			<b>#6</b>	<b>Strickland</b>	<b>\$ 5,900.00</b>



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

**Chester County Road name Change / New Road Name  
 Request Form**

Date: 8/16/22 Case Number: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

Applicant: Robert Hall

Applicant E-Mail Address: rehall@chestercountysc.gov

Current Address: 2605 Dawson Drive

City: Chester Zip: 29706 Phone: 803-519-8197

Proposed Road Name: (Three choices, first being top pick) Tax Map #: 201-12-01-009  
 (Please attach copy of plat showing new road requesting to be named)

1. MEETING STREET
2. City Side Street
3. CITY SIDE DRIVE.

Current Road Name: N/A

List all landowners on this road to be notified: (please attach additional sheet of paper if needed)

- |             |           |
|-------------|-----------|
| 1. <u>Ø</u> | 6. _____  |
| 2. _____    | 7. _____  |
| 3. _____    | 8. _____  |
| 4. _____    | 9. _____  |
| 5. _____    | 10. _____ |

**Code of Ordinance § 46-22** Proposed new & changed road names shall be submitted to the Planning Commission for the jurisdiction in which the road is located for approval pursuant to SC Code 1976 §6-29-1200 prior to use of the name (Code 1998, §7-1021; Ord. No. 11-4-93)  
**Code of Ordinance §46-23** Duplicate of Road Names Prohibited

Signature of Applicant: Robert Hall Date: 8/16/22

*Everything below this point is for office use only:*

The Chester County Planning Commission acting in their capacity as the legislative body of Chester County hereby approves  / denies  the request for the establishment or change of the name of the above identified County/Public Road.

Distribution:  
 Sheriff  Notified Assessor  Notified Phone Company  Notified Post Master  Notified

the Raxter Rd. project would be completed in two to three weeks depending on the weather. CCTC Member Lucas asked would the new road take care of really high water and Mr. Cannon replied "definitely." CCTC Vice Chairman Branham asked how residents had been getting back and forth and Mr. Cannon replied that a secondary road had been built to handle this.

**4. Update on road behind Walmart**

**Mr. LB Cannon** stated that there was approximately 850 feet of road the County had agreed to take into the road system once it was in spec. **CCTC Vice Chairman Branham** asked if the city had also put funds in this project and **CCTC Member Oliphant** stated they had. **Mr. Cannon** stated the road was now up to County specification. **CCTC Member Guy then made a Motion to take that portion of the road behind Walmart into the County Road System, 2<sup>nd</sup> by CCTC Member Oliphant, CCTC vote was unanimous.**

**III. Adjournment**

**CCTC Member Lucas made a Motion to adjourn, 2<sup>nd</sup> by CCTC Member Holcombe, CCTC vote was unanimous.**

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

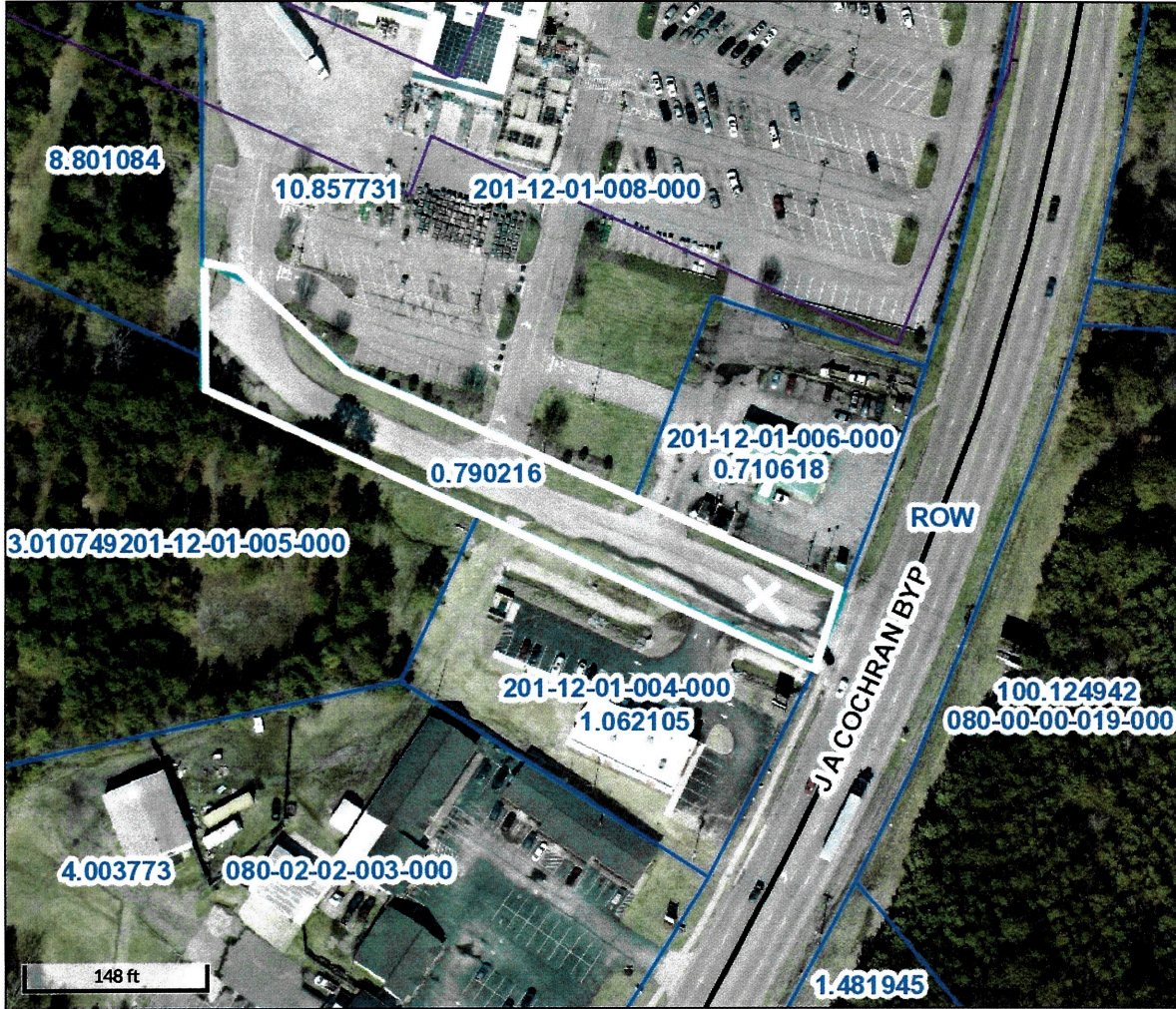
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**R. Carlisle Roddey  
Chairman, Chester  
County Council**

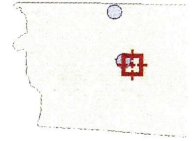
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**Carolyn S. Clayton CCC  
Clerk to Chester County Council**

CCTC Meeting of January 22, 2013.



Overview



Parcel ID	201-12-01-009-000	Alternate ID	n/a	Owner Address	CHESTER COUNTY
Sec/Twp/Rng	n/a	Class	EX		00000
Property Address		Acreage	0.79		
District	02C				
Brief Tax Description	ROAD BETWEEN MAX EXHAUST AND WAL-MART <i>(Note: Not to be used on legal documents)</i>				

Date created: 9/22/2022  
Last Data Uploaded: 9/22/2022 3:09:42 AM

Developed by  Schneider  
GEOSPATIAL

TAX MAP <u>201-12-1-9</u>  201-12-01-009-000 CHESTER COUNTY	DISTRICT <u>2</u>	DATE OF APPRAISAL	APPRAISER
Occupants Name & Address — Lessee  <div style="font-size: 2em; text-align: center;">Road</div>		Property Location St. Rt. & No. Legal Desc. State Standard Class Occupancy	

	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	Sales Prices	Aff-idavit	Mortgage	Stamps
<u>LHC Land Holdings Inc</u>	<u>1076</u>	<u>161</u>	<u>0.790</u>	<u>CGS</u>	<u>5-19-13</u>	<u>4-8-13</u>	<u>\$1.00</u>			

INCOME APPROACH				PROPERTY DATA			
Econ. Life	Int. Rate	Neighborhood	Transportation	Land Imp.	Utilities	Topography	
Econ. Rent	Cap. Rate	Progressive	Paved Road	Buildings	Electricity	Level	
Expenses	Income	Static	Earth Road	Pavement	Water	High	
Net Inc.	Cap. Rate	Regressive	Railroad	Fence	Gas	Low	
Inc. to Land	Imp. Value	Old	Water	Landscaping	Sewer	Rolling	
Inc. to Imp.	Land Value	New	Airport	Well	All Utilities	Swampy	
Recapture	Total Value						

				ZONING			
<u>0.790ac</u>				Residential	Industrial		
				Commercial	Agricultural		

ESTIMATED MARKET VALUE				LEASE _____ BK _____ PG. _____ NO. YRS. _____ REM. YRS. _____ RENT _____ L/P _____								
				LAND VALUATION								
Number	Ac.	LOTS	IMPS.	Frontage	Depth	Depth Factor	Unit	Unit Value	Lot Value	Corner Influence	Distracting Influences	Total
Correlated Value	<u>Road</u>											
Appeal Value												
Assessed %												
Reviewed By												
Date												
Total Land Value												

Measured By WAS PADOH Date 201-12-1-3



SOUTH CAROLINA FORESTRY COMMISSION  
VOLUNTEER FIRE ASSISTANCE (VFA) GRANT  
NATIONAL FIRE PLAN (NFP)  
2022 GRANT APPLICATION/CHECKLIST



Please TYPE, or print CLEARLY

Entered on spreadsheet

FEPP Compliance:

Fire Dept./Station Name: <b>Lando Fire Department</b>		<input type="checkbox"/> Fire Dept. (FD) <input type="checkbox"/> Rural Fire Dept. (RFD) <input type="checkbox"/> Fire and Rescue	Zip Code <b>29712</b>
Mailing Address: <b>P.O. Box 53</b>		City: <b>Edgemoor</b>	FDID# <b>12202</b>
Fire Chief's Name: <b>Eddie Murphy</b>		Cell: (803) 323-7953	A. # of Volunteer Firefighters: <b>24</b>
Fire Chief's E-mail: <b>landofire@truvista.net</b>		Work: (803) 789-3360	B. Total # of Firefighters: <b>24</b>
Population Protected (#): <b>2,500</b>	# of times funded (last 8 years): <b>7</b>	2022 Total Annual Operating Budget: <b>\$155,000</b>	# of Wildfires in 2021: <b>9</b>
Is there a Firewise Community USA in the fire district? <input checked="" type="checkbox"/> No; <input type="checkbox"/> Yes- name:		SCFC Office Use Only: MAIN Items Requested <input type="checkbox"/> Skid Unit; <input type="checkbox"/> VHF Radios; <input type="checkbox"/> Wildland PPE; <input type="checkbox"/> Dry Hydrant	
Is there a Community Wildfire Protection Plan (CWPP)? <input checked="" type="checkbox"/> No; <input type="checkbox"/> Yes- name:		1.	
Return completed Application to: SC Forestry Commission VFA Grant Coordinator- Leslie Woodham PO Box 21707 Columbia, SC 29221-1707		2.	
		3.	
		4.	
		5.	

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

a. Grand Total from Form 3 <b>\$10,296.00</b>	Total Expenses	Enter total dollar amount of expected expenses. (the "Grand Total" from Form #3)
b. <b>- \$5,296.00</b>	Fire Dept. Share	Enter remaining share Fire Department will cover (a. - c.). This amount must be at least equal to, or greater than the Grant Allocation
c. <b>= \$5,000.00</b>	Grant allocation	<b>This is the amount the fire department is asking to receive</b> Must be between 1,000 and \$5,000!

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

1.) VFA Form A:	Completed Application/Checklist (place on top & be sure all completed documents are enclosed)
2.) VFA Form B:	List of Wildland Urban Interface (WUI) Communities Protected - Be sure to include all communities protected that would be included in WUI ... list individual communities
3.) VFA Form C:	List of Equipment/Items Requested. Be sure to explain how and where you plan on using the items. If you have a quote on items, please send it with the application.
4.) W-9 Form - Request for Taxpayer ID# and Certification-	Enter fire department name at "Business Name", address, Employer Federal ID#, and includes fire chief's signature. NOTE:  Return the first (FRONT) page of the W-9 (If not funded in the previous 3 years)
Emailed shapefile OR copied map of fire district/service area	
Fire Chief's Signature: <i>Edward Murphy</i>	Date: <b>9-26-2022</b>
Application due by Oct. 15, 2022 <b>Recommend using Certified Mail!!</b>	

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

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

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

Such communities could be...

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

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

List those communities below that

the **Lando** Fire Department

Protects:

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

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

Total # of WUI Communities: **9** ★

Fire Chief Name- Printed <b>Edward Murphy</b>	Fire Chief- Signature <b>x Edward Murphy</b>	Date <b>9-27-2022</b>
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2022 VFA Equipment Request List (in order of priority)

C

The Lando Fire Department would like to apply for the

Volunteer Fire Assistance (VFA) grant to purchase the following wildland firefighting equipment:

Grant period for item purchase:  
April 1, 2022 to April 15, 2023

Item	Price per Item	# of Items	Total per Item
1. Brush truck Skid Unit	\$6,565	1	\$6,565
2. Akron 1" nozzle	\$350	1	\$350
3. Kocher 3/4 booster hose	\$350	3	\$1,050
4. Twister Nozzle	\$175	1	\$175
5. 1" Forestry hose	\$70	6	\$420
6. Fire Sweater	\$63	1	\$63
7. Fire Rake	\$121	2	\$242
8. M <sup>e</sup> Lead Tool	\$103	2	\$206
9.	\$		\$
10.	\$		\$
11.	\$		\$
Subtotal			\$9,071
Shipping/Freight (if any)			\$500
Estimated taxes			\$725.23

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

**\$10,296.00**

Please include quotes on items if available.

★ Please round this to the nearest number- no decimals

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

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

The Lando Fire Department plans to use the funding to purchase a new skid unit and equipment for a brush truck. This funding will allow us to place a unit in service that will protect a vital part of our fire district. Also it will allow us to tactfully manage any possible wildland fires that may occur and to provide adequate mutual aid resources to surrounding departments.

★ Edward J. Murray  
Fire Chief Signature

9-26 - 2022  
Date