



**CHESTER COUNTY TRANSPORTATION COMMITTEE**  
**Monday, July 20th, 2020 at 5:45 pm**  
**Zoom Meeting**

The meeting can be viewed at <https://facebook.com/ChesterCountySC/>

**AGENDA**

- 1. Call to Order**
- 2. Approval of May 18<sup>th</sup>, 2020 CCTC Minutes.**
- 3. Old Business**
  - a. Update on Connor Road.
  - b. Update on Baseball Alley.
  - c. Update on Ashford Street.
  - d. Update on Murdock Road.
- 4. New Business**
  - a. To Consider a Grant Option for Flooding Damage Improvements on Britt Lane, Little Mac Drive and Deer Branch Road. - Chairman Stuart.
  - b. Request to Reimburse the County Recycling Department for Sign Material from May 2020 to July 2020 in the amount of \$ 1961.32 dollars.
- 5. Adjourn**

**CHESTER COUNTY TRANSPORTATION COMMITTEE MINUTES**  
**R. Carlisle Roddey Chester County Government Complex**  
**1476 J A Cochran Bypass- Council Chambers**  
**Monday May 18<sup>th</sup>, 2020 at 5:30 PM**

**Present:** Chairman Shane Stuart, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Alex Oliphant, Councilwoman Mary Guy, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters.

1. **Call to Order-** Chairman Stuart called the meeting to order.
2. **Approval of January 21<sup>st</sup>, 2020 CCTC Minutes.** - Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 6-0 to approve.
3. **Old Business**
  - a. **Update on Connor Road**  
LB Cannon stated Connor Road had been opened to traffic in the past three weeks and was waiting on the final inspection. Taken as information.
  - b. **Update on Baseball Alley**  
Mr. Cannon stated it may be June 1<sup>st</sup> before LCI could start due to rainy weather. Taken as information.
  - c. **Update on Ashford Street**  
Mr. Cannon stated this would be re-advertised for ninety-days based on funds to be sure the money would be there before they awarded the contract since the county would receive fifty percent of what is normally sent. Taken as information only.
  - d. **Update on Murdock Road**  
Mr. Cannon stated they were looking alternatives to Murdock Road, they may be able to improve the drainage, ditches and shoulders by county's ordinance. He planned to bring some suggestions back at the next CCTC meeting but the original concept would not happen. Taken as information only.
4. **New Business**
  - a. **Request to Reimburse the County Roads Department for Road Maintenance from January 2<sup>nd</sup>, 2020 to April 30<sup>th</sup>, 2020 in the Amount of \$24,519.67 dollars.** Councilman Oliphant motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.
  - b. **Request to Reimburse the County Recycling Department for Sign Material from January 2020 to April 2020 in the Amount of \$ 3898.10.** Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.
5. **Adjourn-**Councilwoman Guy motioned to adjourn, second by Councilman Jordan. Vote 6-0 adjourn.

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K. Shane Stuart, County Supervisor & Chairman

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Karen Lee, Clerk to Council

## Ed Darby

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**From:** Hines, Matt <mhines@denniscorporation.com>  
**Sent:** Wednesday, June 24, 2020 11:50 AM  
**To:** Ed Darby  
**Cc:** Cannon, LB  
**Subject:** FEMA Drainage Projects

Ed,

Please see the summaries below. We are still analyzing Deer Branch to determine the most economical solution, so the construction costs may come down as it is finalized. I also realized that we do not have a signed task order for these projects, and I'm sending that to LB to go over with you. In case a portion of this project is funded by state funds, I included language that will allow it to fall under our current on-call contracts. Please let me know if I have any questions.

### Britt Lane:

- Mitigation: Remove dissimilar 40 LF 24" pipe (portion smoothwall, portion corrugated) and replace with 60 LF new 30" Smoothwall HDPE pipe, install new inlet and outlet riprap protection to protect against scour, full-depth asphalt patch pipe trench excavation
- Estimated Construction Costs: \$34,300
- Estimated PE Costs:
  1. Hydraulic Analysis and Design: \$7,100
  2. Topographic Survey: \$1,800
  3. Bid Documents and Procurement: \$5,000
  4. CEI Inspections and Testing: \$4,100
  5. Total: \$18,000
- Total Estimated Costs (PE and Construction): \$52,300

*IF FEMA APPROVED  
CHESTER Co. SHARE # 13,075*

### Little Mac Drive:

- Mitigation: Remove existing pipes and replace with two new 8'x3' box culverts with headwall, install new inlet and outlet riprap protection to protect against scour
- Estimated Construction Costs: \$540,000
- Estimated PE Costs:
  1. Hydraulic Analysis and Design: \$7,500
  2. Topographic Survey: \$3,400
  3. Construction Documents and Procurement: \$7,400
  4. CEI Inspections and Testing: \$12,500
  5. Total: \$30,900
- Total Estimated Costs (PE and Construction): \$570,900

*IF FEMA APPROVED  
CHESTER Co. SHARE # 142,725*

### Deer Branch:

- Mitigation: Replace existing pipe culvert with new multiple box culverts or bridge, install scour protection
- Estimated Construction Costs: \$1,300,000
- Estimated PE Costs:
  1. Hydraulic Analysis and Design: \$10,500
  2. Topographic Survey: \$5,100
  3. Construction Documents and Procurement: \$39,000
  4. CEI Inspections and Testing: \$65,000
  5. Total: \$119,600
- Total Estimated Costs (PE and Construction): \$1,419,600

*IF FEMA APPROVED  
CHESTER Co. SHARE # 354,900*

Sincerely,  
Matt

**Matt Hines, P.E.**

Dennis Corporation

Engineering Manager

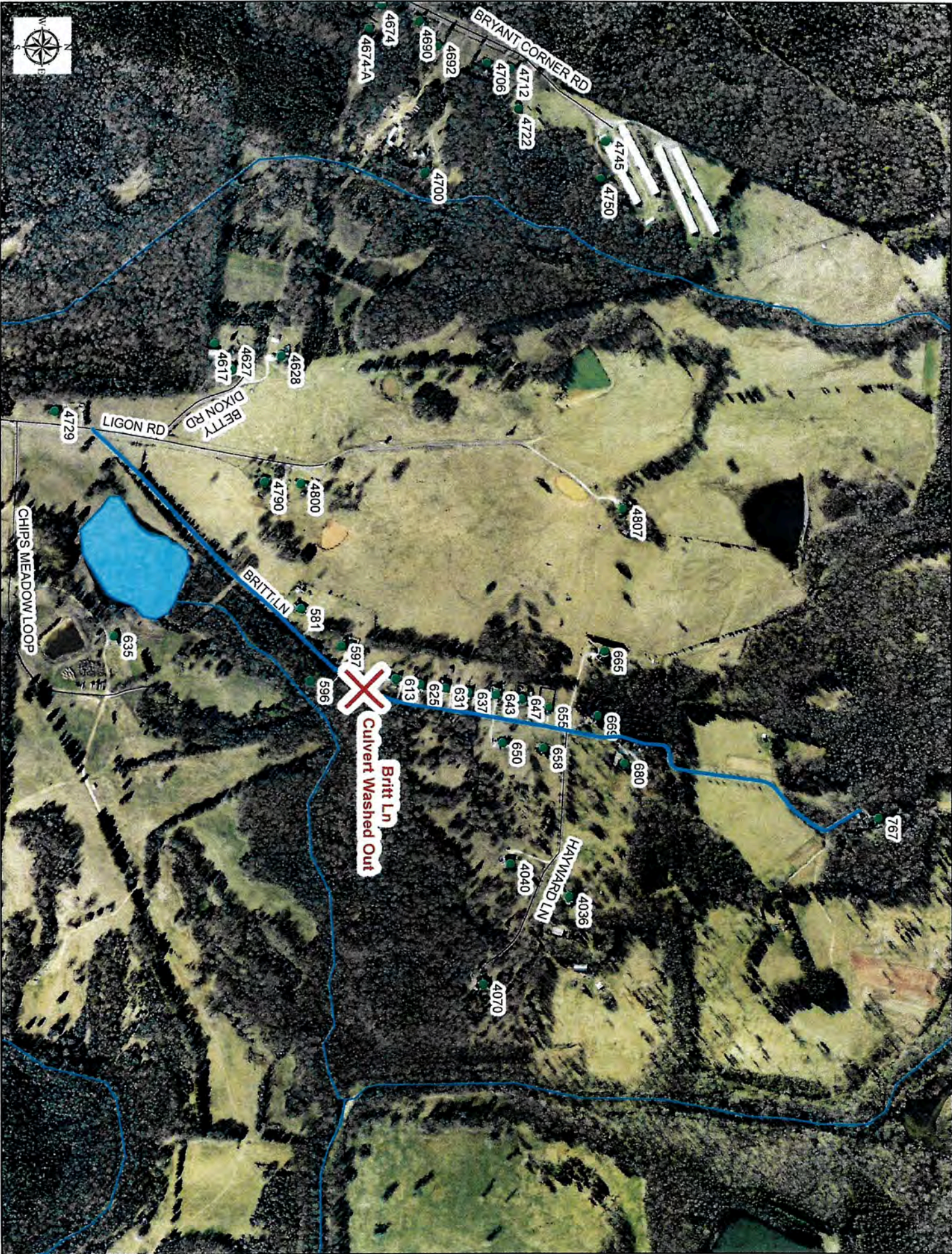
1800 Huger Street

Columbia, SC 29201

Direct - 803-227-8558

Mobile - 803-360-5685

[mhines@denniscorporation.com](mailto:mhines@denniscorporation.com)



BRYANT CORNER RD

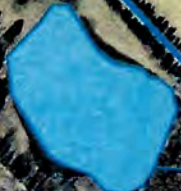
4674  
4690  
4692  
4706  
4712  
4722  
4700  
4745  
4750

BETTY DIXON RD  
4627  
4617  
4628

LIGON RD

4729

CHIPS MEADOW LOOP



635

BRITT LN

4790  
4800

581

**X**  
**Britt Ln**  
**Culvert Washed Out**

597

596

613  
625  
631  
637  
643  
647  
655  
658

HAYWARD LN

4040

4036

4070

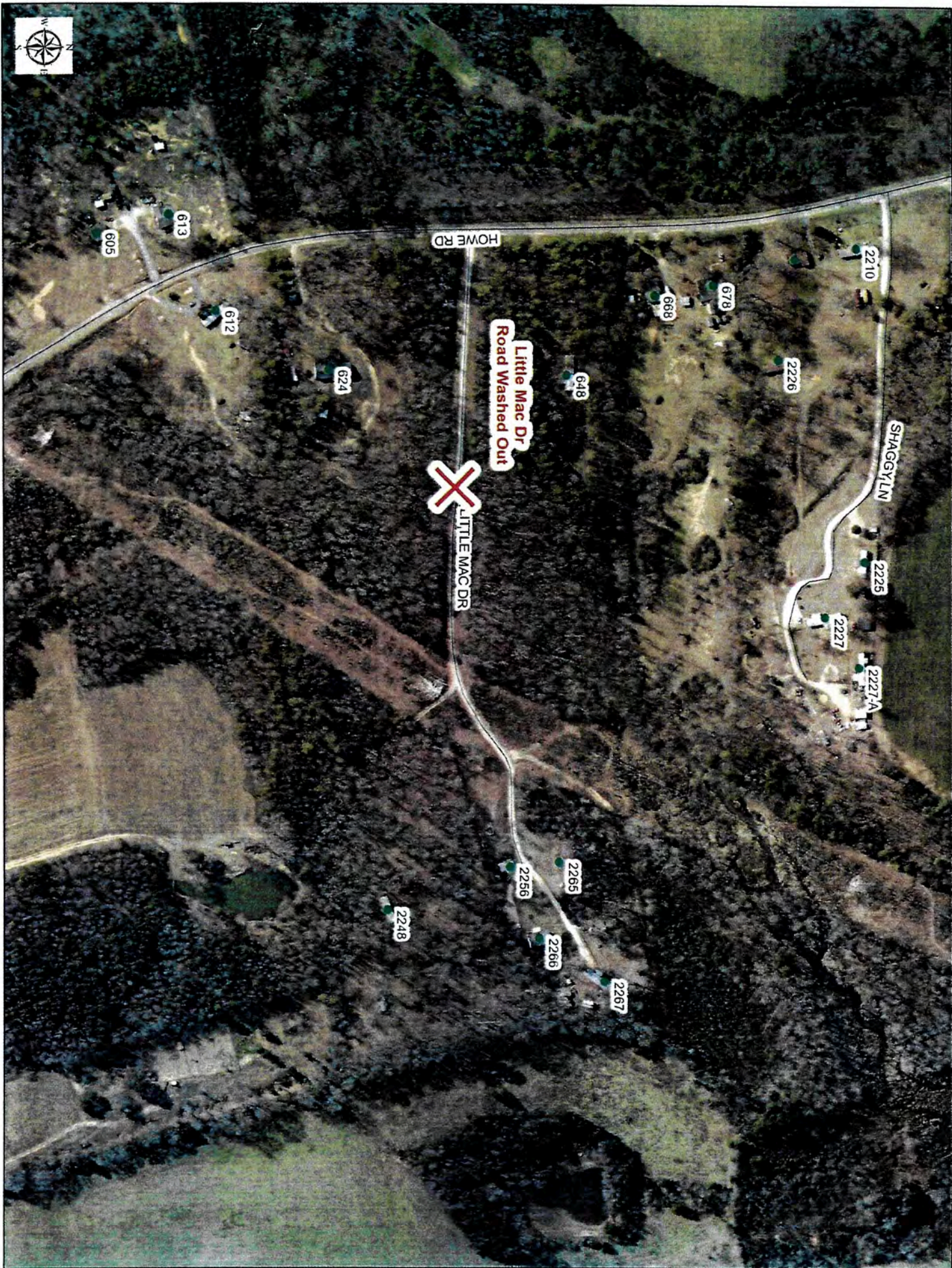
665

665

665

680

767



HOWE RD

Little Mac Dr  
Road Washed Out



LITTLE MAC DR

SHAGGY LN

605

613

612

624

648

668

678

2210

2226

2225

2227

2227-A

2248

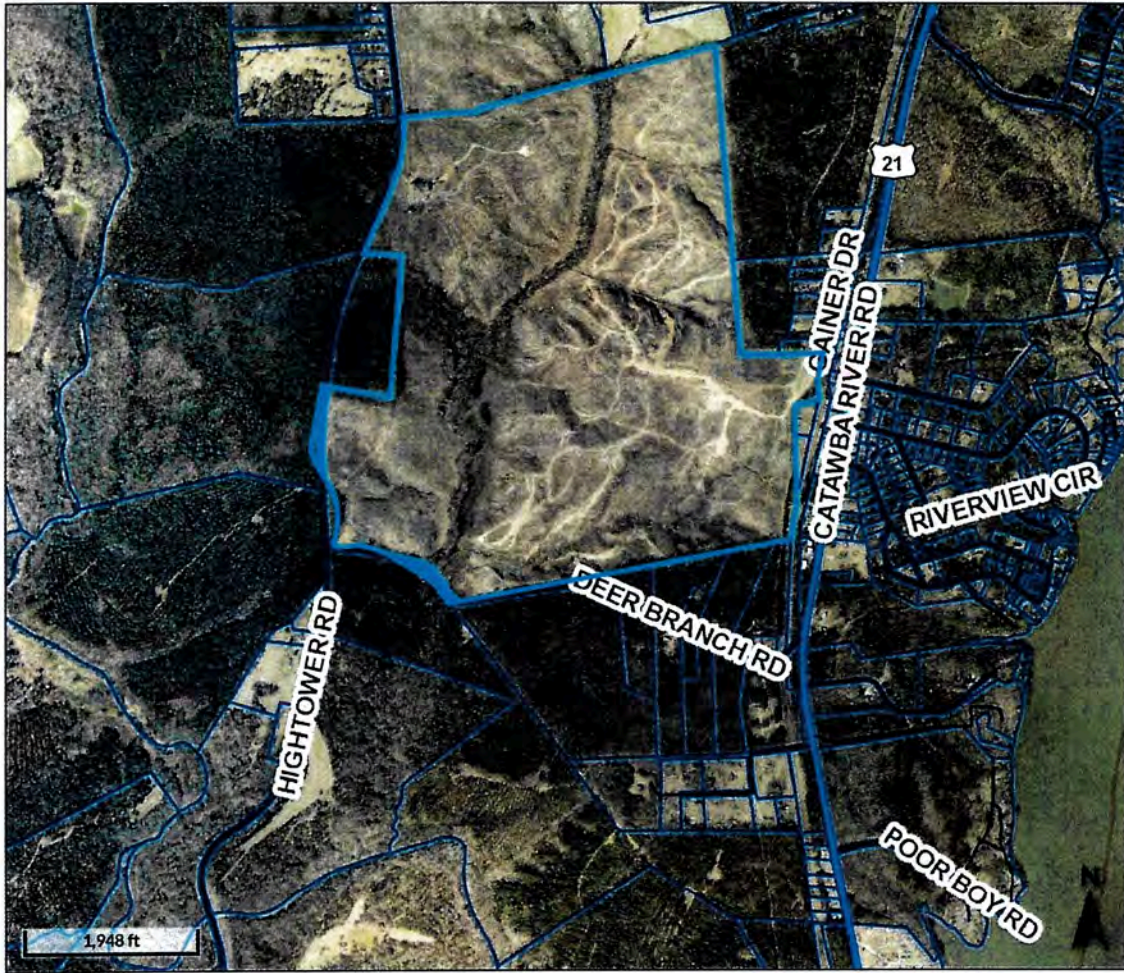
2256

2265

2266

2267





Overview



Legend

- Roads
- Secondary Road
  - SC Highway
  - Municipals
  - Parcels
  - County Boundary

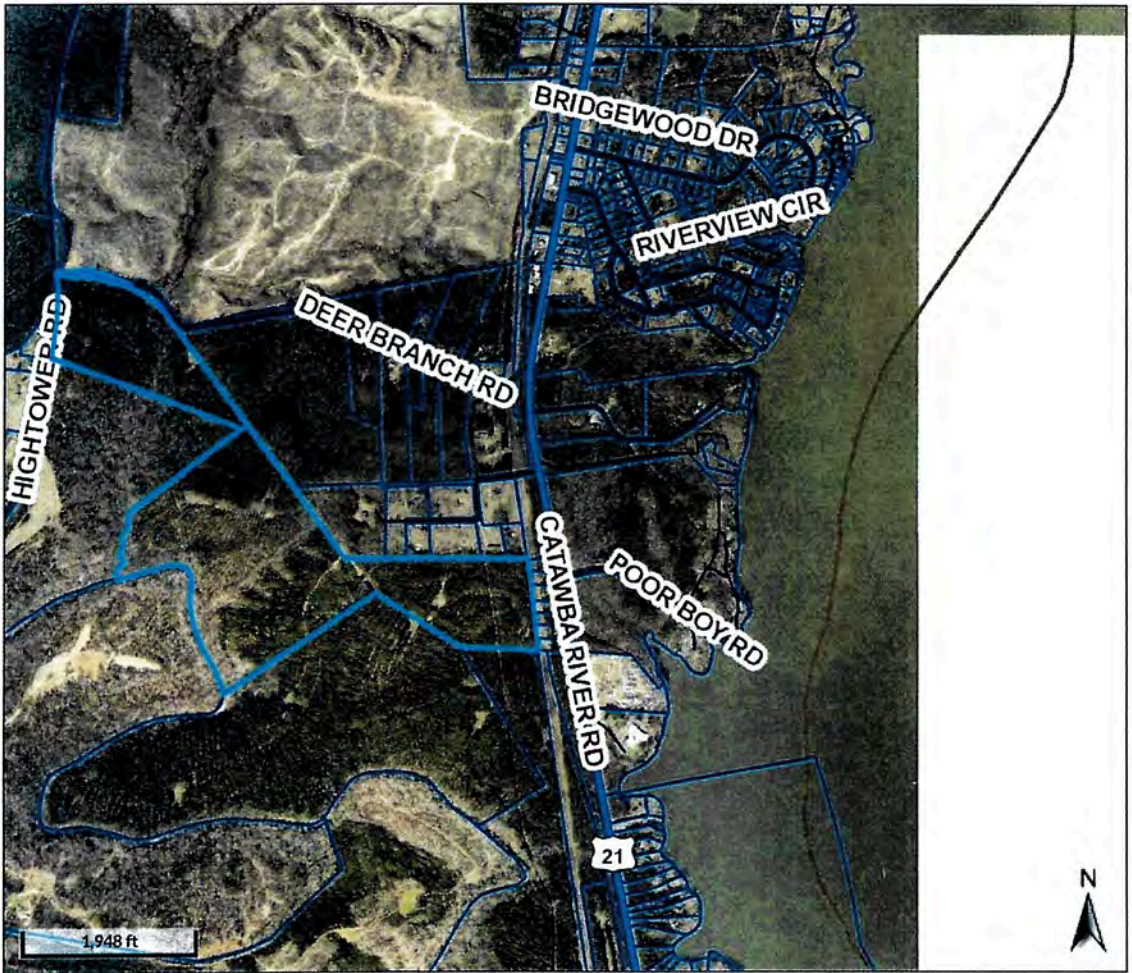
Parcel ID	158-00-00-029-000	Alternate ID	n/a	Owner Address	BELK FLAKE III
Sec/Twp/Rng	n/a	Class	LA		878 BELK ROAD
Property Address		Acreage	491		WILDWOOD GA 30757
District	05				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 7/2/2020  
 Last Data Uploaded: 7/2/2020 3:09:57 AM

Developed by  **Schneider**  
 GEOSPATIAL





Overview

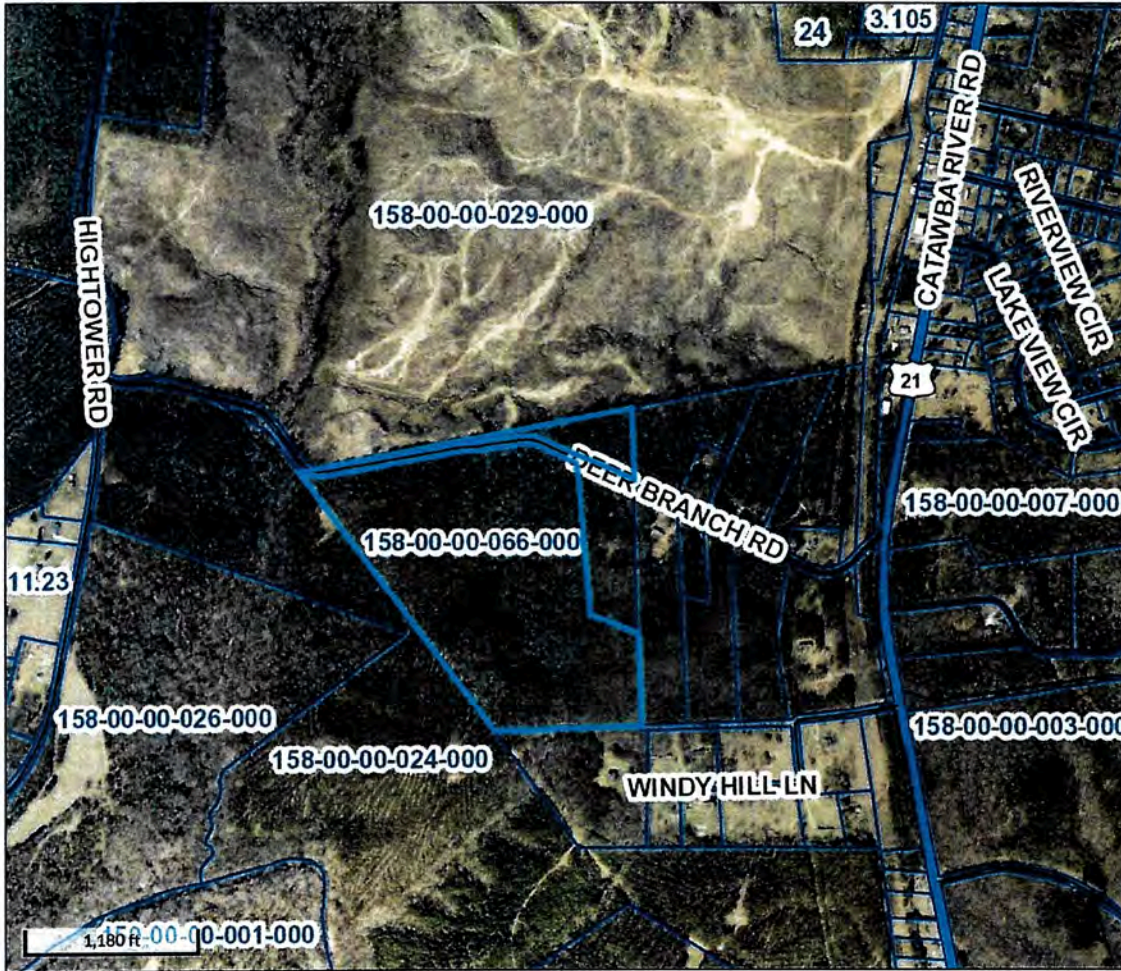


Legend

- Roads
- Secondary Road
  - SC Highway
- Municipals
  - Parcels
  - County Boundary

Parcel ID	158-00-00-024-000	Alternate ID	n/a	Owner Address	WITHERS FORESTRY LLC
Sec/Twp/Rng	n/a	Class	LA		4188 UPPER COVE LN
Property Address		Acreage	164		ROCK HILL SC 29732
District	05				
Brief Tax Description	TRACT 436				
	(Note: Not to be used on legal documents)				

Date created: 7/2/2020  
 Last Data Uploaded: 7/2/2020 3:09:57 AM



Overview

**Legend**

- Roads**
- Secondary Road
  - SC Highway
- Municipals
  - Parcels
  - County Boundary

Parcel ID	158-00-00-066-000	Alternate ID	n/a	Owner Address	BLACKWELL REGINALD ETAL
Sec/Twp/Rng	n/a	Class	LA		1241 MIDLAKE AVENUE
Property Address		Acreage	61		KANNAPOLIS NC 28083
District	05				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 7/2/2020  
 Last Data Uploaded: 7/2/2020 3:09:57 AM

CHESTER COUNTY RECYCLING, LITTER CONTROL, LANDFILL, AND SIGN REPLACEMENT

P.O. BOX 580

CHESTER, SC 29706

Date: July 16, 2020

To: Chester County Transportation Committee

From: Sharon W. Bickett, Chester County Recycling, Litter Control, Landfill and Sign Replacement

RE: Reimbursement for sign materials

Dear CCTC Members,

Please reimburse the following account (301-000-5218) for sign materials purchased from May '2020 through July '2020. The amount is:

**\$1961.32**

Thank you,



Sharon Wilson Bickett

Chester County Recycling Coordinator

FY 2020-2021

**CHESTER COUNTY  
VENDOR ACTIVITY REPORT  
BOTH OPEN & PAID VOUCHERS**

CHECK DATES 01/01/2020 TO 06/30/2021 PAY DATES 01/01/2020 TO 06/30/2021

ALL VENDORS

PURCHASE ORDERS 0 TO 2147483647

VOUCHERS WITH OUTSTANDING CHECKS ONLY

VOUCHER NUMBER	PAY/CHECK DATE	INVOICE NUMBER	INVOICE DATE	PO NUMBER	CHECK NUMBER	INVOICE AMOUNT
XXXXXX7589						
101875	4S SIGN & SUPPLY INC					
238815	02/07/2020	121534 WO# 58777	01/30/2020	35545	16033	3,042.63
	301-000-5218	SPECIALIZED DEPT EXPENSE				3,042.63
239629	03/06/2020	121663 WO# 58854	02/26/2020	35740	16300	2,555.87
	100-401-5225	ROAD MAINTENANCE				2,555.87
241202	05/01/2020	121935 WO# 59040	04/23/2020	35921	17115	2,520.07
	100-401-5225	ROAD MAINTENANCE				2,520.07
241257	05/08/2020	121923 WO# 59195	04/21/2020	36242	17172	193.43
	301-000-5218	SPECIALIZED DEPT EXPENSE				193.43
242605	06/26/2020	122144 WO# 59348	06/03/2020	36315	17543	870.48
	301-000-5218	SPECIALIZED DEPT EXPENSE				870.48
242728	06/26/2020	122200 WO# 59509	06/16/2020	36454	17543	367.59
	301-000-5218	SPECIALIZED DEPT EXPENSE				367.59
243253	07/17/2020	122306 WO# 59578	07/06/2020	36733	17759	723.24
	301-000-5218	SPECIALIZED DEPT EXPENSE				723.24
						10,273.31
						10,273.31
						TOTAL OPEN VOUCHERS: 0.00
						TOTAL PAID VOUCHERS: 10,273.31

8  
15  
pgs

9-12

EPAYMENT MANIFEST

Chester County  
FY 2019-2020

Vendor #	Vendor Name	Date Paid	E-Payment Number	Payment Amount (\$)	Prenote
<b>ACH Payment</b>					
103325	[REDACTED]	6/26/2020	17542	<del>1,238.07</del>	
101875	4S SIGN & SUPPLY INC	6/26/2020	17643	1,238.07	
999770	[REDACTED]	6/26/2020	17544	<del>1,238.07</del>	
1000617	[REDACTED]	6/26/2020	17545	<del>1,238.07</del>	
002437	[REDACTED]	6/26/2020	17548	<del>1,238.07</del>	
100385	[REDACTED]	6/26/2020	17547	<del>1,238.07</del>	
1000398	[REDACTED]	6/26/2020	17548	<del>1,238.07</del>	
999764	[REDACTED]	6/26/2020	17549	<del>1,238.07</del>	
999735	[REDACTED]	6/26/2020	17550	<del>1,238.07</del>	
009760	[REDACTED]	6/26/2020	17551	<del>1,238.07</del>	
103821	[REDACTED]	6/26/2020	17552	<del>1,238.07</del>	
103525	[REDACTED]	6/26/2020	17553	<del>1,238.07</del>	
013125	[REDACTED]	6/26/2020	17554	<del>1,238.07</del>	
999828	[REDACTED]	6/26/2020	17555	<del>1,238.07</del>	
101138	[REDACTED]	6/26/2020	17556	<del>1,238.07</del>	
018750	[REDACTED]	6/26/2020	17557	<del>1,238.07</del>	
102225	[REDACTED]	6/26/2020	17558	<del>1,238.07</del>	
024000	[REDACTED]	6/26/2020	17559	<del>1,238.07</del>	
1000497	[REDACTED]	6/26/2020	17560	<del>1,238.07</del>	
999769	[REDACTED]	6/26/2020	17561	<del>1,238.07</del>	
026500	[REDACTED]	6/26/2020	17562	<del>1,238.07</del>	
026667	[REDACTED]	6/26/2020	17563	<del>1,238.07</del>	
028640	[REDACTED]	6/26/2020	17564	<del>1,238.07</del>	
032500	[REDACTED]	6/26/2020	17565	<del>1,238.07</del>	
102616	[REDACTED]	6/26/2020	17566	<del>1,238.07</del>	
098500	[REDACTED]	6/26/2020	17567	<del>1,238.07</del>	
1000362	[REDACTED]	6/26/2020	17568	<del>1,238.07</del>	
103449	[REDACTED]	6/26/2020	17569	<del>1,238.07</del>	
1000796	[REDACTED]	6/26/2020	17570	<del>1,238.07</del>	
045625	[REDACTED]	6/26/2020	17571	<del>1,238.07</del>	
050601	[REDACTED]	6/26/2020	17572	<del>1,238.07</del>	
014395	[REDACTED]	6/26/2020	17573	<del>1,238.07</del>	
100009	[REDACTED]	6/26/2020	17574	<del>1,238.07</del>	
1000592	[REDACTED]	6/26/2020	17575	<del>1,238.07</del>	
999896	[REDACTED]	6/26/2020	17576	<del>1,238.07</del>	
102583	[REDACTED]	6/26/2020	17577	<del>1,238.07</del>	

# 4S SIGN & SUPPLY, INC.

GAFFNEY, SC 29342  
 P.O. BOX 393  
 GAFFNEY, SC 29342  
 PHONE 1-800-898-7867 FAX 1-888-326-0185

## INVOICE

DATE	INVOICE #
6/3/2020	122144

BILL TO

CHESTER COUNTY  
 P. O. BOX 580  
 CHESTER, SC 29706

SHIP TO

CHESTER COUNTY RECYCLING DEPT  
 ATTN: KATIE  
 2605 DAWSON DRIVE  
 CHESTER, SC 29706  
 \*\*\*CHESTER\*\*\*

Visit Us On The Web At [www.4ssign.com](http://www.4ssign.com)

P.O. NO.	TERMS	DUE DATE	SHIP DATE	REP:	SHIP VIA	FOB	WO#
36315	Net 30	7/3/2020	6/3/2020	T	DELIVERED	SHIPPING PT.	59348
ITEM	DESCRIPTION			QTY	RATE	AMOUNT	
EXT186SBEDS	18" X 6" EXTRUDED, SHEETED BLANK, GREEN EG, 2/S:			30	9.65	289.50T	
EXT246SBEDS	24" X 6" EXTRUDED SHEETED BLANK, GREEN EG, 2/S			30	12.05	361.50T	
PCRE5	ROUND POST CAP, EXTRUDED, 5 1/2" SLOT			25	6.20	155.00T	
	SUBTOTAL					806.00	
	* 8% SOUTH CAROLINA SALES TAX				8.00%	64.48	

242605

THANK YOU SO MUCH-YOUR PATRONAGE IS GREATLY APPRECIATED-NO RETURN POLICY IN EFFECT FOR ALL SIGNS!

**Total** **\$870.48**







**PURCHASE ORDER**

**BILL TO:**

County of Chester  
 PO Box 530  
 1476 JA Cochran By Pass  
 Chester SC 29706  
 PHONE: (803) 385-2681

**PURCHASE ORDER NO:** 36454

This PO number must appear on all packages and correspondence

Page 1 of 1

FAX: (803) 385-2545

**VENDOR:**

101875  
 AS SIGN & SUPPLY INC  
 PO BOX 393  
 GAFFNEY SC 29342-0393

**SHIP TO:**

Recycling Department  
 2005 Dawson Drive  
 Chester SC 29706

(803) 581-4831

**Notes to Vendor:**

ALL PACKING SLIPS AND INVOICES MUST HAVE PURCHASE ORDER NUMBER LISTED. PAYMENTS ARE NET 30. PLEASE FORWARD A COPY OF YOUR SOUTH CAROLINA RESALE TAX CERTIFICATE TO ACCOUNTSPAYABLE@CHESTERCOUNTY.ORG

Order Date: 06/15/2020      Date Required:      Ship Via:


Quantity	U/M	Category	Description	Unit Price	Amount
25.00	EA	BAJ	Post Clips	6.2000	155.00
25.00	EA		Sign to Sign Cross	6.2000	155.00
1.00			Freight	32.7900	32.79
Quote#: 59509					
				<b>Sub Total</b>	<b>342.79</b>
				<b>Sales Tax</b>	<b>24.86</b>
				<b>Order Total</b>	<b>367.65</b>

Requested By: Sharon Bickett



REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
kfisher	kfisher	301-000-5218	SPECIALIZED DEPT EXPENSE	367.59

QUESTIONS CONCERNING PURCHASE ORDERS SHOULD BE ADDRESSED TO THE CHESTER COUNTY PURCHASING OFFICE AT (803) 581-6268. Effective May 1, 2009 SALES TAX for Chester County is now 8%.

Authorized Signature: 

# 4S SIGN & SUPPLY, INC.

GAFFNEY, SC 29342  
 P.O. BOX 393  
 GAFFNEY, SC 29342  
 PHONE 1-800-898-7867 FAX 1-888-326-0185

## INVOICE

DATE	INVOICE #
7/6/2020	122306

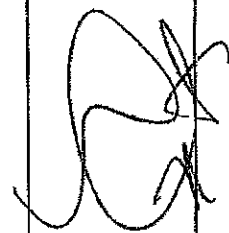
<b>BILL TO</b>
CHESTER COUNTY FINANCE DEPT P O BOX 580 1476 JA COCHRAN BY-PASS CHESTER, SC 29706

<b>SHIP TO</b>
CHESTER COUNTY RECYCLING 2605 DAWSON DRIVE CHESTER, SC 29706 * ***CHESTER***

Visit Us On The Web At [www.4ssign.com](http://www.4ssign.com)

P.O. NO.	TERMS	DUE DATE	SHIP DATE	REP:	SHIP VIA	FOB	WO#
36733	Net 30	8/5/2020	7/6/2020		UPS Ground	SHIPPING PT.	59578
ITEM	DESCRIPTION			QTY	RATE	AMOUNT	
SEG	6" X 50 YD ROLL WHITE SEG REFLECTIVE SHEETING			1	102.70	102.70T	
SEG	30' X 50 YD ROLL WHITE SEG REFLECTIVE SHEETING			1	489.45	489.45T	
	SUBTOTAL					592.15	
FRT	SHIPPING & HANDLING.				83.72	83.72	
	* 8% SOUTH CAROLINA SALES TAX				8.00%	47.37	

243253



THANK YOU SO MUCH-YOUR PATRONAGE IS GREATLY APPRECIATED-NO RETURN POLICY IN EFFECT FOR ALL SIGNS!	<b>Total</b>	<b>\$723.24</b>
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**PURCHASE ORDER**

**BILL TO:**

County of Chester  
 PO Box 380  
 1476 JA Cochran By Pass  
 Chester SC 29706-  
 PHONE: (803) 385-2681 FAX: (803) 385-2945

**PURCHASE ORDER NO: 36733**

This PO number must appear on all packages and correspondence

**VENDOR: 101875**

4S SIGN & SUPPLY INC  
 PO BOX 393  
 GAFFNEY SC 29342-0393

**SHIP TO:**

Recycling Department  
 2606 Dawson Drive  
 Chester SC 29706

(803) 581-4831

**Notes to Vendor:**

ALL PACKING SLIPS AND INVOICES MUST HAVE PURCHASE ORDER NUMBER LISTED. PAYMENTS ARE NET 30.  
 PLEASE FORWARD A COPY OF YOUR SOUTH CAROLINA RESALE TAX CERTIFICATE TO  
 ACCOUNTSPAYABLE@CHESTER.COUNTY.ORG

Order Date: 07/02/2020 Date Required: Ship Via:

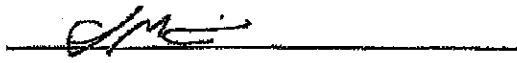
Quantity	UOM	Catalog No.	Description	Unit Price	Total
1.00	EA		6"x50YD White Reflective Tape	102.7000	102.70
1.00	EA		30"x50YD White Reflective Tape	489.4500	489.45
1.00			Freight	83.7200	83.72
				Quote#:59578	
				Sub Total	675.87
				Sales Tax	47.38
				Order Total	723.25

Requested By: Sharon Blakott

REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
kfisher	kfisher	301-000-5218	SPECIALIZED DEPT EXPENSE	723.25

QUESTIONS CONCERNING PURCHASE ORDERS SHOULD BE ADDRESSED TO THE CHESTER COUNTY PURCHASING OFFICE AT (803) 581-6268. Effective May 1, 2009 SALES TAX for Chester County is now 8%.

Authorized Signature: \_\_\_\_\_





PURCHASE ORDER

BILL TO:

County of Chester  
PO Box 580  
1476 JA Cochran By Pass  
Chester SC 29706-  
PHONE: (803) 385-2681

FAX: (803) 385-2945

PURCHASE ORDER NO: 36315

This PO number must appear on all packages  
and correspondence

Page 1 of 1

VENDOR: 101875

4S SIGN & SUPPLY INC  
PO BOX 993  
GARFNEY SC 29342-0993

SHIP TO:

Recycling Department  
2605 Dawson Drive  
Chester SC 29706

(803) 581-4831

Notes to Vendor: ALL PACKING SLIPS AND INVOICES MUST HAVE PURCHASE ORDER NUMBER LISTED. PAYMENTS ARE NET 90.  
PLEASE FORWARD A COPY OF YOUR SOUTH CAROLINA RESALE TAX CERTIFICATE TO  
ACCOUNTSPAYABLE@CHESTERCOUNTY.ORG

Order Date: 05/18/2020

Date Required:

Ship Via:

Quantity	Unit	Catalog No.	Description		
25.00	EA	BA-7	Round Post Caps	6.2000	155.00
30.00	EA		1 1/2x6xExtruded Green Blanks	9.6500	289.50
30.00	EA		2 1/2x6xExtruded Green Blanks	12.0500	361.50

Quote#: 59348

SubTotal	806.00
Sales Tax	64.48
Order Total	870.48


Requested By: Sharon Blokett

Account Distribution

REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
kflecher	kflecher	301-000-5218	SPECIALIZED DEPT EXPENSE	870.48

QUESTIONS CONCERNING PURCHASE ORDERS SHOULD BE ADDRESSED TO THE CHESTER COUNTY PURCHASING OFFICE AT (803) 381-6268. Effective May 1, 2009 SALES TAX for Chester County is now 3%.

Authorized Signature:



# 4S SIGN & SUPPLY, INC.

GAFFNEY, SC 29342  
 P.O. BOX 393  
 GAFFNEY, SC 29342  
 PHONE 1-800-898-7867 FAX 1-888-326-0185

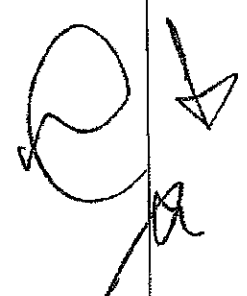
## INVOICE

DATE	INVOICE #
6/16/2020	122200

<b>BILL TO</b>
CHESTER COUNTY P. O. BOX 580 CHESTER, SC 29706

<b>SHIP TO</b>
CHESTER COUNTY RECYCLING DEPT ATTN: KATIE 2605 DAWSON DRIVE CHESTER, SC 29706 ***CHESTER***

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P.O. NO.	TERMS	DUE DATE	SHIP DATE	REP:	SHIP VIA	FOB	WO#	
36454	Net 30	7/16/2020	6/16/2020	T	UPS Ground	SHIPPING PT.	59509	
ITEM	DESCRIPTION			QTY	RATE	AMOUNT		
PCRE5	ROUND POST CAP, EXTRUDED, 5 1/2" SLOT			25	6.20	155.00T		
SCE5	SIGN-TO-SIGN CROSS, EXTRUDED, 5 1/2" SLOT			25	6.20	155.00T		
	SUBTOTAL					310.00		
FRT	SHIPPING & HANDLING.				32.79	32.79		
	* 8% SOUTH CAROLINA SALES TAX				8.00%	24.80		
					 242728			
THANK YOU SO MUCH-YOUR PATRONAGE IS GREATLY APPRECIATED-NO RETURN POLICY IN EFFECT FOR ALL SIGNS!					<b>Total</b>		<b>\$367.59</b>	

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CUSTOMER: CHESTER COUNTY, SC

PO#: 38454

DATE: 6/16/2020

WO#: 59509

SHIP: RECYCLING DEPT.  
2608 DAWSON DR.  
CHESTER SC 29706

QTY. ORDERED	QTY. SHIPPED	BACK - ORDERED	DESCRIPTION	QTY. PACKED
25	25	0	PCRE6	25
25	25	0	SCRE6	25
<p><i>Sharon W. Burkett</i> 301-000-5218</p>				
<p><b>SIGN STORAGE:</b> TO PREVENT DAMAGE, BREAK BANDS AND STORE SIGNS ON END IN A DRY PLACE. KEEP PAPER BETWEEN SIGNS - SLICK SIDE TOWARD FACE. NEVER STORE SIGNS ON TOP OF EACH OTHER.</p>				
<p><b>COMMENTS:</b> THIS ORDER WAS SHIPPED COMPLETE IN <u>1</u> BOX { ES }</p>				
<p><b>NOTICE:</b> ALL SHORTAGES, INCORRECT ITEMS, AND HIDDEN DAMAGES MUST BE REPORTED TO 4S SIGN WITHIN 48 HOURS. OTHERWISE YOUR ORDER WILL BE CONSIDERED COMPLETE AND IN SERVICEABLE CONDITION AT THIS POINT. PLEASE NOTE MERCHANDISE RETURNED WITHOUT WRITTEN PERMISSION WILL NOT BE ACCEPTED.</p>				





Sign List for June, 2020:

Address Stake: 110  
Address Stake: 1408  
Arthur Road  
Baton Rouge Road  
Berrywood Lane  
Bobcat Drive  
Brunson Road  
Calvary Church Road  
Carpenter Road  
Cattle Drive  
Clinton Road  
Culp Road  
Debruhl Drive  
Ernandez Road  
First Class Drive  
Hicklin Bridge Road  
Hicklin Bridge Road  
James F. Wherry Road  
Killian Road  
Lazy H Road  
Leeds Road  
Lisa Lane  
Mel Nunnery Road  
Middle School Road  
Mount Vernon Road  
Reid Road  
Ridgeview Road  
Sandy River Road  
Secluded Drive  
Secluded Drive  
Simpson Road  
Slow Children Playing (Roundtree Circle)  
T.J.'s Run  
Tax Assesor  
Victorian Hills Drive  
Victory Drive  
Worthy Ferry Road  
Wylie's Mill Road

33 caps

7 poles

1 stop sign

1 U-shaped pole

Sign list for May 2020:

Blaney Road  
Clinton Road  
Clinton Road  
Collins Road  
Dunlap Road  
Geneva Drive  
Grant Road  
Humpback Bridge Road  
Hunter Road  
Industrial Way  
Lizzie Melton Road  
Miller Drive  
Miranda Road  
Neely Gibson Road  
New Pond Drive  
Oak Street (Fort Lawn)  
Pleasant Ave  
Shirley Road  
Thrailkill Road  
Tobe Road

16 caps

3 poles

# CHESTER COUNTY COUNCIL MEETING

July 20<sup>th</sup>, 2020

Zoom Meeting

The meeting can be viewed at <https://facebook.com/ChesterCountySC/>

## AGENDA

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
  - a. June 18<sup>th</sup>, Special Called Council & Budget Workshop Minutes
  - b. July 6<sup>th</sup>, 2020 Council Minutes
4. **Public Hearing**
  - a. **3<sup>rd</sup> Reading 2020-20** An Ordinance Authorizing the Execution And Delivery Of A Fee In Lieu Of Ad Valorem Taxes Agreement By And Between Chester County And Project 2026; The Inclusion Of The Project Site (Located In Chester County) In A Multi-County Industrial Park; The Execution And Delivery Of Other Documents As May Be Necessary To Effect This Ordinance's Intent; And Other Related Matters.
  - b. **3<sup>rd</sup> Reading 2020-21** An Ordinance to Create The Chester County Radio Users Advisory Committee And Adopt Its Enabling Act.
5. **Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading 2020-20** An Ordinance Authorizing the Execution And Delivery Of A Fee In Lieu Of Ad Valorem Taxes Agreement By And Between Chester County And Project 2026; The Inclusion Of The Project Site (Located In Chester County) In A Multi-County Industrial Park; The Execution And Delivery Of Other Documents As May Be Necessary To Effect This Ordinance's Intent; And Other Related Matters.
  - b. **3<sup>rd</sup> Reading 2020-21** An Ordinance to Create The Chester County Radio Users Advisory Committee And Adopt Its Enabling Act.
  - c. **2<sup>nd</sup> Reading 2020-22** An Ordinance to Authorize the County Of Chester, By Chester County Council, To Sell The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference To Mr. F.G. Dellaney, Jr. Upon Such Terms and Conditions as Described In The Request For Bid.
  - d. **1<sup>st</sup> Reading of 2020-23** An Ordinance To Amend Chester County Code Chapter 2, Administration, Section 761et Seq., Fort Lawn Fire Protection District And Lewis Fire Protection District.

e. **1<sup>st</sup> Reading of 2020-24** An Ordinance To Amend Chester County Code Chapter 2, Administration, To Create Division 19, Section 2-767 To Include Lewis Fire Protection District.

f. **Declaration 2020-3** A Declaration of a Continued State of Emergency for Chester County.

g. **Resolution 2020-25** A Resolution Identifying the Capital Projects as Part of a Program of General Obligation Borrowing; and Other Related Matters.

## 6. Old Business

a. Discussion Regarding County Bonding for New Animal Shelter- Councilman Oliphant

b. Discuss the County Revenue Fund- Councilman Jordan.

c. Update on Fort Lawn Projects Regarding Heart & Soul Progress, Revitalization. Robin Currence

d. Update on Great Fall Projects Regarding the Rail Bed Trail and the White-Water Center. Councilman Vaughn.

e. **2<sup>nd</sup> Reading CCMA20-02:** Patton Development SC, LLC Request 2.95 acres of Tax Map # 079-01-17-013-000 (survey provided) located on JA Cochran By-Pass be rezoned from R2 (Rural Two) to GC (General Commercial) *Planning Commission Voted 6-0 to Approve.*

f. **2<sup>nd</sup> Reading CCMA20-06:** Gary Howell, with Howell Homes of the Carolinas, Request Tax Map # 123-00-00-090- 000 located on Hamilton Rd, Chester, SC be rezoned from R2 (Rural Two) to R1 (Rural One) *Planning Commission Voted 4-1 to Deny.*

g. May and June Litter Pickup and June/July Litter Enforcement Report-Chairman Stuart.

h. Update on County Procedure Related to the Coronavirus. - Councilman Oliphant

## 7. Boards and Commissions

a. Reappointments to the Catawba Regional Council of Government. - County Council

## 8. Council Comments

## 9. 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

# CHESTER COUNTY COUNCIL SPECIAL CALLED MEETING MINUTES

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

**1476 J A Cochran Bypass- Council Chambers**

Thursday, June 18th, 2020 at 3:00 PM

### **Special Called Meeting and Budget Workshop**

**Present:** Chairman Shane Stuart, Vice Chairman Joe Branham, Council Member Brad Jordan, Council Member Alex Oliphant, Council Member Pete Wilson, Councilman Vaughn, Clerk to Council Karen Lee, Treasurer Tommy Darby and Finance Director Wes Carter. Council Member Guy came in at 3:31.

**1. Call to Order-**Chairman Stuart called the meeting to order.

#### **2. New Business**

##### **a. Discuss Update on MUSC-Vice Chairman Branham**

Vice Chairman Branham introduced Chester and Lancaster MUSC Administrator Scott Broome, Chief Medical Officer Dr. Ed McCutcheon and Tony Pope. Mr. Broome stated he was pleased to announce the reopening of the hospital in Chester on July 6<sup>th</sup>, 2020.

Dr. Ed McCutcheon stated his background was emergency medicine, they were working on bringing residents to Chester MUSC to do there residency here. They would also be bringing in trained physicians and will also be partnering with MUSC/Charleston.

#### **3. Budget Discussion-Chairman Stuart**

##### **a. Budget Ordinance**

##### **1. Phase 2 Salary Study Implementation**

Vice Chairman Branham motioned to adjust the salaries for part time EMS workers to \$15, \$17 and \$20 dollars an hour, second by Councilman Oliphant. Vote 6-0 to approve.

Councilman Wilson motioned to reduce overtime for EMS in the amount of \$28,874 dollars, second by Councilman Oliphant. Vote 6-0 to approve.

Councilman Oliphant motioned to proceed with phase two salary study to include EMS and seventeen departments, second by Councilman Wilson. Vote 6-0 to approve.

##### **2. General Fund Revenue & Expenditure**

Councilman Jordan motioned to pull \$83,365 dollars back from the Sheriff's match grant since he was awarded the COPS grant to reduce the amount in the fund balance, second by Vice Chairman Branham. Vote 6-0 to approve.

Councilwoman Guy stated for the record she asked Treasurer Darby that each county employee and elected official in the County was allotted fifty dollars a day for food at Hilton Head. Mr. Darby stated the County reimburses the current IRS mileage rate on travel and fifty dollars a day for meals for Hilton Head and Myrtle Beach. He explained it is listed on the County budget as well.

Councilwoman Guy motioned to keep \$10,000 dollars in the Council's budget under professional Development line item, second by Councilman Oliphant. Vote 4-2 to approve. Councilman Jordan and Councilman Wilson opposed.

Chairman Stuart motioned to allocate \$4000 dollars to the Treasurer's budget due to the waiver of the fees, second by Councilman Oliphant. Vote 6-0 to approve.

Chairman Stuart motioned to allocate \$750.00 dollars to the Litter Enforcement Office for additional cost, second by Councilman Oliphant. Vote 6-0 to approve.

**3. Discuss Departmental Organization Charts for 2020-2021.**

The org charts were discussed, changes made were:

1. Animal Control Enforcement- change to show administration reports to the ACE Supervisor.
2. Moral Wellness- change name from Parks & Recreation Director to Moral Wellness & Recreation Director.
3. Planning & Zoning- Code Enforcement Frozen (correct typo to read 2020-2021 instead of 2012-2021).
4. Voter's Registration- Keep Part Time Census and add Expiration Date as August 30, 2020.
5. Public Works- Change Litter Enforcement to Litter/Nuisance Abatement Officer.
6. EMS-Operation Manager frozen.
7. Tax Assessor- change title from Administrative Assistant to Secretary.

Chairman Stuart motioned to adopt the changes by consent agenda, second by Councilwoman Guy. Vote 6-0 to approve.

**4. Ordinances/Resolutions/Proclamations**

- a. 3rd Reading of Ordinance 2020-16** Chester County Fiscal Year 2020/2021 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2020; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2020; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.

Chairman Stuart motioned to approve the budget, second by Councilman Oliphant. Vote 6-0 to approve.

- b. Resolution 2020-12 To** Approve Chester County 2020-2021 Departmental Organizational Charts Approved under 3.3 of the agenda.

- c. Resolution 2020-13** To Lift the Closure of All Chester County Fields and Sports Facilities.  
Vice Chairman Branham motioned to open all fields and facilities, second by Councilwoman Guy. Vote 6-0 to approve.

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

Time: 6:00 pm

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K. Shane Stuart, Chairman & County Supervisor

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Karen Lee, Clerk to Council

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

# CHESTER COUNTY COUNCIL MEETING MINUTES

## R. Carlisle Roddey Government Complex

1476 J A Cochran Bypass, Chester, SC

Monday, July 6, 2020 at 6:00 PM

**Present:** Chairman Shane Stuart, Vice Chairman Joe Branham, Councilman Pete Wilson, Councilman Alex Oliphant, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, County Attorney Joanie Winters and Clerk to Council Karen Lee.

**1. Call to Order-**Chairman Stuart called the meeting to order and removed items 7.c., 7.d., 7.e to July 20<sup>th</sup> Council meeting and also stated 8.d., 8.e. and 8.f. had been withdrawn.

**2. Pledge of Allegiance and Invocation-**Pledge was recited in unison: Councilwoman Guy gave the invocation.

### 3. Approval of Minutes

a. June 11<sup>th</sup>, 2020 Special Called & Budget Workshop Council Minutes  
Councilman Vaughn motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

b. June 15<sup>th</sup>, 2020 Council Minutes  
Councilman Jordan motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.

c. June 25<sup>th</sup>, 2020 Special Called Council Minutes  
Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 4-0 to approve. Councilman Wilson and Vaughn were not in attendance for the June 25<sup>th</sup> meeting and did not vote.

### 4. Citizen Comments

Jackie Kyles thought the new shelter would be a priority seemed to her the Gateway takes precedence over the animal shelter.

Hannah Sewell stated there is no room for racism in Chester County.

Paula Love (Jenna Jacobs spoke on her behalf) stated this was 2020 and still there is no new shelter, they have to be the animals voice to ask Council for a new shelter.

Whitney Nolton founder of Last Chance Rescue stated the animal shelter here in Chester County was very disgusting and nasty. As leaders of the County they should do better.

Laura Lewis, a new shelter is needed and constantly overlooked she is speaking for the animals.

Melba Carter, the tensions are high now, stop telling people your door is open when it's not and ignoring what citizens has to say.



Tabatha Strothers, third time here to talk about the racial tensions and the murder of her cousin Ariane McCree. She wants County Council to address what happened.

Doris Macosm, the animal shelter was built thirty years ago, animals deserve a voice and she will be there voice until they get a new shelter.

Ben Thompson, on behalf of Luck Stone they had withdrew their rezoning applications and intend to do more educational work to make sure people understand what they are doing.

Patrick Young spoke against Luck Stone and was concerned about the project and the negative effects it would have on their community.

**5. Public Hearing-**Chairman Stuart opened the Public Hearing. No one signed up to speak

a. **3<sup>rd</sup> Reading 2020-17** An Ordinance To Amend An Agreement For The Development Of A Joint Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park To Include A Portion Of Those Certain Pieces, Parcels, Or Tracts Of Land, With All Improvements Thereon, Situate Lying Or Being In The County Of Chester, State Of South Carolina, Bearing Tax Map Number: 165-00-00-002 And Other Real Property.

Chairman Stuart closed the Public Hearing.

**6. Ordinances/Resolutions/Proclamations**

a. **3<sup>rd</sup> Reading 2020-17** An Ordinance To Amend An Agreement For The Development Of A Joint Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park To Include A Portion Of Those Certain Pieces, Parcels, Or Tracts Of Land, With All Improvements Thereon, Situate Lying Or Being In The County Of Chester, State Of South Carolina, Bearing Tax Map Number: 165-00-00-002 And Other Real Property. Vice Chairman Branham motioned to approve, second by Councilman Oliphant. Vote 6-0 to approve.

b. **2<sup>nd</sup>Reading of 2020-19** An Ordinance to Amend Chester County Code Chapter 2, Administration, Section 761<sup>st</sup> seq., Fort Lawn Fire Protection District and Lewis Fire Protection District. Councilman Wilson motioned to approve with changes by separating the districts by ordinance, second by Councilman Vaughn. Vote 6-0 to approve.

c. **Resolution 2020-15** Inducement Resolution for Project 2026. Councilman Oliphant motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

d. **2<sup>nd</sup> Reading 2020-20 An Ordinance** Authorizing the Execution And Delivery Of A Fee In Lieu Of Ad Valorem Taxes Agreement By And Between Chester County And Project 2026; The Inclusion Of The Project Site (Located In Chester County) In A Multi-County Industrial Park; The Execution And Delivery Of Other Documents As May Be Necessary To Effect This Ordinance's Intent; And Other Related Matters. Councilman Vaughn motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

e. **2<sup>nd</sup> Reading 2020-21** An Ordinance to Create the Chester County Radio Users Advisory Committee And Adopt Its Enabling Act. Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.

**f. 1<sup>st</sup> Reading 2020-22** An Ordinance to Authorize the County Of Chester, By Chester County Council, To Sell The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference To Mr. F.G. Delleney, Jr. Upon Such Terms and Conditions as Described In The Request For Bid.  
Councilman Oliphant motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.

## 7. Old Business

**a.** To Receive a Status Update Regarding the 90-Day EMS Plus-Up. -John Faulkner  
Councilman Wilson motioned to amend the emergency ordinance for EMS to expand services for another sixty days to September 21<sup>st</sup>, 2020, second by Councilman Jordan. Vote 6-0 to approve.

**b.** Update on the Rolling Stock Bond- Bond Attorney Michael Kozlarek  
Attorney Kozlarek stated Council adopted an ordinance a few years back that permits the Council to issue up to 2.5 million dollars in general obligations debt every calendar year. In order to do that the ordinance requires Council to adopt a resolution listing the projects and the amount of money to be spent on each project. The total amount of borrowing for this year would be around 1.6 million to 1.7 million, as long as they are public projects and capital, he did' see any issues. Chairman Stuart stated a list would be provided for the next regular called meeting.

**c.** Update on Fort Lawn Heart and Soul- Robin Currence (*moved to July 20<sup>th</sup> Council Meeting*)

**d.** Update on Great Falls Projects- Councilman Mike Vaughn (*moved to July 20<sup>th</sup> Council Meeting*)

**e.** Budget Request for Small Business Development Retention and Expansion Program. Chairman Stuart (*moved to July 20<sup>th</sup> Council meeting*)

**f.** To Review and Consider A Proposal for the Gateway IPRB. - Interim Economic Developer Jeff Burgess  
Councilman Oliphant motioned to put out for bid for a fence, water heater and a new HVAC, second by Councilman Vaughn. Vote 6-0 to approve.

**g.** Discussion Regarding Boards & Commission Appointment Procedures - Chairman Stuart  
It was agreed to have more information regarding the procedures process and discuss at a future meeting.

## 8. New Business

**a.** Discussion Regarding County Bonding for New Animal Shelter- Councilman Oliphant  
Councilman Oliphant motioned to have the procurement director put out an RFP for a proposal for a new animal shelter, second by Councilman Vaughn. Vote 6-0 to approve. He also asked to have this added back to the July 20<sup>th</sup> council meeting.

**b. 1<sup>st</sup> Reading of CCMA20-02:** Patton Development SC, LLC Request 2.95 acres of Tax Map # 079-01-17-013-000 (survey provided) located on JA Cochran By-Pass be rezoned from R2 (Rural Two) to GC (General Commercial)  
*Planning Commission Voted 6 - 0 to Approve.* Councilman Jordan motioned to approve, second by Councilman Oliphant. Vote 6-0 to approve.

**c. 1<sup>st</sup> Reading of CCMA20-06:** Gary Howell, with Howell Homes of the Carolinas, Request Tax Map # 123-00-00-090- 000 located on Hamilton Rd, Chester, SC be rezoned from R2 (Rural Two) to R1 (Rural One)  
*Planning Commission Voted 4-1 to Deny.* Councilwoman Guy motioned to deny, second by Councilman Jordan. Vote 5-1 to deny. Councilman Oliphant opposed.

**d. 1<sup>st</sup> Reading CCMA20-03:** Luck Stone Corporation Request Tax Map # 089-00-00-001-000 located at 1421 Collie Lane, Chester, SC 29706 be rezoned from R2 (Rural Two) to ID3 (General Industrial) and ID1 (Restricted Industrial) Planning Commission Voted 2-4 to Deny. (applicant withdrew)

**e. 1<sup>st</sup> Reading CCMA20-05:** Luck Stone Corporation Request Tax Map # 089-00-00-002-000 located at 1295 Lancaster Hwy, Chester, SC 29706 be rezoned from R2 (Rural Two) to ID3 (General Industrial) and ID1 (Restricted Industrial) Planning Commission Voted 2-4 to Deny. (applicant withdrew)

**f. 1<sup>st</sup> Reading CCMA20-04:** Luck Stone Corporation Request Tax Map # 089-00-00-025-000 located on Lancaster Hwy, Chester, SC 29706 be rezoned from R2 (Rural Two) to ID3 (General Industrial) Planning Commission Voted 4-2 to Deny. (applicant withdrew)

**g.** Request to Apply for a Regional Catastrophic Preparedness Grant for Region 4 DHS/FEMA- Sheriff Dorsey. Vice Chairman Branham motioned to allow the Sheriff to apply for the grant, second by Councilwoman Guy. Vote 6-0 to approve.

**h.** Richburg Fire EMS Update- T. Melton  
Vice Chairman Branham motioned to allow Richburg Fire EMS to seek reimbursement expense relief funds through September 21<sup>st</sup>, 2020, second by Councilwoman Guy. Vote 6-0 to approve.

**i.** Approval of Rodman Master Plan- Councilman Jordan  
Councilman Jordan motioned to approve the new master plan, second by Vice Chairman Branham. Vote 6-0 to approve.

**j.** Discuss Planning & Zoning Media Packets to County Website- Councilman Oliphant  
Councilman Oliphant motioned to add the Planning Commission and Zoning Board of Appeals media packet to the County website, second by Councilman Wilson. Vote 6-0 to approve.

**k.** Social Media County Employees and County Appointee's- Councilman Oliphant  
It was discussed to have training inclusion training for racism, sexual harassment and harassment.  
Councilman Jordan motioned to add to the County website, County Facebook page, local newspaper and to the employee's policy handbook and employee's, appointee's sign the County's statement prepared by Attorney Winters, second by Councilman Oliphant. Vote 6-0 to approve.

## **9. Boards and Commissions**

**a.** Appointment to Parks and Recreation Commission-Councilman Wilson  
Councilman Wilson motioned to appoint Tripp Lunsford to the Parks and Recreation Commission, second by Councilman Vaughn. Vote 5-0 to approve. Councilwoman Guy had stepped out of the room.

**b.** Appointments to Fort Lawn Fire Protection Commission. County Council  
Councilman Wilson motioned to table the July 20<sup>th</sup> meeting, second by Vice Chairman Branham. Vote 5-0 to approve. Councilwoman Guy had stepped out of the room.

**10. Executive Session-**Councilman Jordan motioned to go into Executive Session, second by Councilman Oliphant. Vote 5-0 to approve. Councilwoman Guy had stepped out of the room.  
Councilman Jordan recused from taking part in the discussion for 10.a. as he had at previous meetings.

**a.** Personnel Issue Regarding the Fort Lawn Fire Protection District-Councilman Oliphant

**b.** Personnel Issue Regarding the Rural Fire Board Commission-Councilman Oliphant

**11. Council Actions Following Executive Session-**Councilman Oliphant motioned to go back to Regular Session, second by Councilman Jordan. Vote 6-0 to approve.

a. Action Taken Regarding Personnel Issue with the Fort Lawn Fire Protection District.  
Taken as information only.

b. Action Taken Regarding Personnel Issue with the Rural Fire Board Commission.  
Taken as information only.

**12. Council Comments**

Councilwoman Guy stated was concerned with the Facebook post, found it to be very racist. She has a son, nephews and family members who work hard to take care of their families and she took offense with this. This stereotypes black and white men, people are people good people and bad people white and black. She stated she does not discriminate, if he was her appointee, she would ask for his resignation. She was very disappointed and hoped this would never happen again with any employee or appointee.

Chairman Stuart stated they plan to work on training, we are human and make mistakes and say and post things we regret and its uncalled for. We need to learn from this incident and address it also to make sure County employees are trained and understand what's right and what's wrong. They're must be a personable accountability.

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

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K. Shane Stuart, Chairman & County Supervisor

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Karen Lee, Clerk to Council

**Time: 10:10**

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

**CHESTER COUNTY  
ORDINANCE NO. 2020-20**

**AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT 2026, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANYS (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES; MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK OF CHESTER AND YORK COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS.**

WHEREAS, Chester County, South Carolina ("County") acting by and through County Council is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended ("Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina ("State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

WHEREAS, pursuant to the Title 4, Section 1 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"), the County and York County entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented, collectively, "Park Agreement") whereby the County and York County agreed to develop a joint county industrial or business park eligible to include property located in either the County or York County ("Park");

WHEREAS, Section 1.01 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property;

WHEREAS, a company identified for the time being as Project 2026, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company") proposes to invest in, or cause others to invest in, the establishment of a cryogenic tank manufacturing and refurbishing operation in the County ("Project"), which the Company expects will result in the creation of approximately 30 new, full-time equivalent jobs and investment of approximately \$9,500,000 in taxable property;

WHEREAS, the County, having determined that an enlargement of the boundaries of the Park would promote economic development and thus provide additional employment and investment opportunities within said the County and York County, desires to enlarge the boundaries of the Park to include therein certain property, as described in greater detail on the attached Exhibit A and located in Chester County ("Project 2026 Property");

WHEREAS, pursuant to an Inducement Resolution dated as of July 6, 2020, the County identified the Project as a "project" as provided in the Act;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes Agreement, attached as Exhibit B, by and between the County and the Company ("Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the investment period; and

**ORDINANCE NO. 2020-20**

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

**Section 1. *Statutory Findings.*** Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

**Section 2. *Authorization of Fee Agreement.*** To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a commercial facility in the State, the Fee Agreement is authorized, ratified, and approved.

**Section 3. *Approval of Form of Fee Agreement.*** The form of the Fee Agreement presented at this meeting, as attached as Exhibit B, is approved, and all of the terms are incorporated in this Ordinance by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council/County Supervisor, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

**Section 4. *Enlargement of the Park.*** The enlargement of the boundaries of the Park, and the granting of an extended period of time for inclusion of the Project 2026 Property in the Park, is authorized and approved.

**ORDINANCE NO. 2020-20**

**Section 5. *Authorization for County Officials to Execute Documents.*** The Chairman of the County Council/County Supervisor, and the Clerk to County Council, for and on behalf of the County, are each authorized and directed to do any and all things reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

**Section 6. *General Repealer.*** All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

**ORDINANCE NO. 2020-20**

**CHESTER COUNTY, SOUTH CAROLINA**

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Chairman/Supervisor  
Chester County Council

*(SEAL)*  
ATTEST:

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Clerk to Council

First Reading: July 6, 2020  
Second Reading: July 20, 2020  
Public Hearing: August 17, 2020  
Third Reading: August 17, 2020



**ORDINANCE NO. 2020-20**

**EXHIBIT A**

**DESCRIPTION OF PROJECT 2026 PROPERTY**

Tax Map No. []

Also known as: [physical address]

**ORDINANCE NO. 2020-20**

**EXHIBIT B**

**FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

FEE AGREEMENT

Between

CHESTER COUNTY, SOUTH CAROLINA

and

[Project 2026]

Effective: July 20<sup>th</sup>, 2020

RECAPITULATION OF CONTENTS OF  
FEE AGREEMENT PURSUANT TO S.C. CODE ANN. §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B)

## FEE AGREEMENT

THIS FEE AGREEMENT (“Fee Agreement”) is made and entered into effective July 20, 2020, by and between CHESTER COUNTY, SOUTH CAROLINA (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Chester County Council (“County Council”) as the governing body of the County, and [Project 2026], a [] [limited liability company], together with along with one or more recently formed or to-be-created, affiliated entities (“Company”).

### RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 2976 (“Code”), as amended (“Act”) authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, based on the representations of the Company, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. Based on the representations of the Company, the County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, the number of jobs created, and the anticipated costs and benefits to the County.

4. The County identified the Project as a “project” for purposes of the Act by resolution, adopted July 6, 2020.

5. An Ordinance that the County Council adopted contemporaneously with the effective date of this Fee Agreement (“Fee Ordinance”) authorizes the County and the Company to enter into a fee agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act.

“Commencement Date” shall mean the last day of the property tax year during which the Project

or the first Phase of this Fee Agreement is placed in service, which date must not be later than the last day of the property tax year which is 3 years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean [Project 2026], a [] [limited liability company], together with one or more recently formed or to-be-created, affiliated entities, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Chester County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Chester County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(b) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT Payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part of this Fee Agreement, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part of this Fee Agreement, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) of this Fee Agreement.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” “FILOT Payments,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of ad valorem property taxes as provided herein under Section 4.1.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) of this Fee Agreement.

“Industrial Development Park” shall mean the joint county industrial / business park governed by the Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented).

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending 5 years after the Commencement Date.

“Non-Qualifying Property” shall mean property that is not Economic Development Property.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2019 or thereafter. The Project shall not include, as Economic Development Property, existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, if any, and any machinery and equipment which have previously been subject to South Carolina ad valorem taxation, except as expressly permitted by Section 12-44-110 of the Act, provided, however, these items are considered Non-Qualifying Property.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions of this Fee Agreement which are subject to FILOT Payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall thereafter constitute Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 4.1(a)(2) of this Fee Agreement, but otherwise no longer be subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions of this Fee Agreement which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 of this Fee Agreement or otherwise; or (b) components or Phases of the Project or portions of this Fee Agreement which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make 20 annual FILOT Payments under

Article IV of this Fee Agreement with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms of this Fee Agreement, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to ad valorem taxes or FILOT Payments by the Company.

## **ARTICLE II** **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from ad valorem taxation in South Carolina.

(d) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of including the Project in an Industrial Development Park.

(e) The County will take all reasonable action to include the Project in the Industrial Development Park and ensure the Project remains in the Park until the Termination Date.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the state in which it is incorporated or organized, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date of this Fee Agreement. The Company intends to operate the Project as a commercial facility (travel plaza), and for such other purposes that the Act permits as the Company may deem appropriate.



(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

(d) The Company shall use commercially reasonable efforts to (a) invest at least \$9,500,000 in taxable property the Project (“Investment Commitment”) and (b) create at least 30 new, full-time equivalent jobs related to the Project (“Jobs Commitment”).

**ARTICLE III**  
**COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.1 The Project. The Company shall invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which investment equals at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to FILOT Payments in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV of this Fee Agreement, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsor Affiliates under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Council Chair/County Supervisor, after consulting with legal counsel to the County, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, removal, replacement, and termination, and such Sponsor Affiliate shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor Affiliate shall be liable for any payments pursuant to Section 4.1 of this Fee Agreement, which shall remain the Company’s liability.

Pursuant to the Act, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT Payments and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form for Economic Development Property) to be filed with the Department (as each may be amended from time to time) and that by listing such assets, such assets shall automatically become either Economic Development Property, as applicable, and therefore be exempt from all ad valorem taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in the Act.

Section 3.2 Diligent Completion. The Company agrees to use reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County Council Chair/County Supervisor, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery of this Fee Agreement to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the

completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery of this Fee Agreement by all parties hereto.

**ARTICLE IV**  
**PAYMENTS IN LIEU OF TAXES**

Section 4.1     FILOT Payments.

(a)     the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, within the Investment Period.

(b)     Payments in lieu of ad valorem taxes are to be calculated as follows:

Step 1:     Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2:     Apply an assessment ratio of 6% to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3:     Multiply the taxable value determined in the preceding step by the millage rate of 489.3, which shall be fixed for the length of this Fee Agreement.

(c)     The FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

Subject to Section 6.8 of this Fee Agreement, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent of this Fee Agreement

and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the any portion of the Project is deemed to be subject to ad valorem taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular ad valorem taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company had made with respect to the Project pursuant to the terms of this Fee Agreement. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT Payments and ad valorem taxes for the same property over the same period in question.

Section 4.2     Reserved.

Section 4.3     Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property, as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property in accordance with the following:

(a)     Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(b)     The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4     Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(b) of this Fee Agreement; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular ad valorem taxes on the Economic Development Property part of the Project.

Section 4.5     Place of Payments in Lieu of Taxes. The Company shall make the Payments in

Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6     Removal of Economic Development Property. Subject, always, to the other terms and provisions of this Fee Agreement, the Company, in its sole discretion, shall be entitled to remove and dispose of components or Phases of the Project from the Project with the result that said components or Phases shall no longer constitute Economic Development Property, and will no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project.

Section 4.7     Damage or Destruction of Economic Development Property.

(a)     Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT Payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b)     Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes of this Fee Agreement, including, but not limited to, any amounts due by the Company to the County under Section 4.1 of this Fee Agreement.

(c)     Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8     Condemnation.

(a)     Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b)     Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu of this Fee Agreement, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c)     The Company shall only be required to make FILOT Payments as to all or any part of the tax year in which the taking occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 30 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to a Sponsor Affiliate or other financing related transfers, as described in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor Affiliate shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor Affiliate be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give consideration to such legislation.

Section 4.12 Administration Expenses. The Company shall pay the County’s legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$7,500. Such amount shall be paid within 30 days of the Company’s receipt of an invoice for legal fees, which shall contain a general (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Section 4.13 Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to

this Fee Agreement, as Exhibit B, subject to any reasonable changes not materially adverse to the County.

**ARTICLE V**  
**DEFAULT**

Section 5.1    Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a)    Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 of this Fee Agreement, which failure shall not have been cured within 30 days following receipt of written notice of this Fee Agreement from the County; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b)    Failure by the Company to maintain the Act Minimum Investment at the Project;

(c)    A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d)    Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action;

(e)    A cessation of operations at the Project;

(f)    A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g)    Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2    Remedies on Default.

(a)    Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(i)    terminate the Fee Agreement; or

(ii)   take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company’s failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b)    Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

(i)    bring an action for specific enforcement;

- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**ARTICLE VI**  
**MISCELLANEOUS**

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE SPONSOR:       Project 2026  
                                     
                                     
                                   

WITH COPIES TO:           
                                     
                                     
                                   

AS TO THE COUNTY:       Chester County, South Carolina  
                                   Attn: Chester County Supervisor  
                                   Post Office Box 580  
                                   Chester, South Carolina 29706

WITH COPIES TO:         Joan E. Winters  
                                   The Winters Law Firm  
                                   105 Main Street  
                                   Chester, South Carolina

                                  Michael E. Kozlarek  
                                   Kozlarek Law LLC  
                                   Post Office Box 565  
                                   Greenville, South Carolina 29602

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any

other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3     Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4     Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, without regarding to any conflicts of law provisions that would necessitate the application of another jurisdiction's laws.

Section 6.5     Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6     Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7     Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8     Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source credit or infrastructure improvement credit against all FILOT Payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9     Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10    Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the



time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance.

Section 6.15 Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS OF THIS FEE AGREEMENT, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman/County Supervisor and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**CHESTER COUNTY, SOUTH CAROLINA**

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

(SEAL)  
ATTEST:

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

**[Project 2026]**

Signature: \_\_\_\_\_

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

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

**EXHIBIT A**

**PROPERTY DESCRIPTION**

Tax Map No. []  
also known as

[]  
[]

**EXHIBIT B**

**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee Agreement effective July 20<sup>th</sup>, 2020 (“Fee Agreement”), between Chester County, South Carolina (“County”) and [Project 2026] (“Company”).

**1. Joinder to Fee Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

**2. Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

**3. Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

**4. Notice.** Notices under Section 6.1 of the Fee Agreement shall be sent to:

[       ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

**[JOINING COMPANY]**

Signature: \_\_\_\_\_

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

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

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**[Project 2026]**

Signature: \_\_\_\_\_

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

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

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**CHESTER COUNTY, SOUTH CAROLINA**

Signature: \_\_\_\_\_

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

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



Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
K. Shane Stuart, Supervisor, Chester County

[SEAL]  
Attest:

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

First Reading: June 15<sup>th</sup>, 2020  
Second Reading: July 6<sup>th</sup>, 2020  
Public Hearing: July 20<sup>th</sup>, 2020  
Third Reading: \_\_\_\_\_, 2020





**Ordinance No. 2020-22**

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

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_ day of \_\_\_\_\_ 2020.

**COUNTY COUNCIL OF CHESTER COUNTY**

---

K. Shane Stuart, Supervisor  
Chairman, County Council of Chester County

**ATTEST:**

---

Karen Lee  
Clerk to County Council of Chester County

First Reading: July 6<sup>th</sup>, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020





**Ordinance No. 2020-23**

and standard practices of county council relating to commission and board appointments; and

**WHEREAS**, the Chester County Code must be amended to both mirror practice and the desire of the Chester County Council.

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

Chester County Code Section 2-765 will be amended to strike Lewis Fire Protection District from the Ordinance and the composition of the Board for Fort Lawn Fire Protection District will be amended to read:

*Each district shall be administered by a board of commissioners (“board”) consisting of no more than five commissioners. County council shall appoint three of the commissioners for each district for a term of four (4) years, in accordance with the policies, procedures and standard practices of county council relating to commission and board appointments. The Town of Fort Lawn shall appoint two of the commissioners for each district for a term of two (2) years, in accordance with the policies, procedures and standard practices of county council relating to commission and board appointments.*

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

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
K. Shane Stuart, Chester County Supervisor

Attest:

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

First Reading: \_\_\_\_\_, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020  
Chester County, South Carolina



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2020-24

**AN ORDINANCE TO AMEND CHESTER COUNTY CODE CHAPTER 2, ADMINISTRATION,  
TO CREATE DIVISION 19, SECTION 2-767 TO INCLUDE LEWIS FIRE PROTECTION  
DISTRICT**

**WHEREAS**, following a review of Chapter 2, it is found that the Lewis Fire Protection District enabling act is combined with the Fort Lawn Fire Protection District; and

**WHEREAS**, the Lewis Fire Protection District was duly organized as a standalone Fire Protection District and thus should have its own enabling act; and

**WHEREAS**, this Ordinance does not seek to organize the Lewis Fire Protection District since this was achieved through Ordinance 12-15-14; and

**WHEREAS**, Chester County Council does hereby authorize the enabling act attached as Exhibit A through the legislative process of an Ordinance.

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

To create Division 19, Section 2-767 Lewis Fire Protection District for purposes of creating the enabling act for the Lewis Fire Protection District.

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

**Ordinance No. 2020-24**

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
K. Shane Stuart, Chester County Supervisor

Attest:

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

First Reading: \_\_\_\_\_, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020  
Chester County, South Carolina

## EXHIBIT A

### **Sec. 2-767. Establishment of districts.**

The “Lewis Fire Protection District” is hereby established as fire protection districts pursuant to and subject to the provisions of the Act. The areas of the Lewis Fire Protection District are more particularly described in the attached Exhibit A. [A copy can be found in the county offices.]

(Ord. No. 12-15-14, §1, 12-15-2014 NEW ORD NO NEEDS TO BE INCLUDED)

### **Sec. 2-768. Statutory findings and determinations.**

County council determines that the establishment of the district satisfies the requirements and conditions of the Act, specifically Sections 4-19-10 and 4-19-20. The areas comprising the districts are not included within any existing fire protection district or special tax district for the purpose of fire protection, and there are no contracts for the provision of fire protection service between any resident districts and any provider of fire protection service.

(Ord. No. 12-15-14, §2, 12-15-2014 NEW ORD NO NEEDS TO BE INCLUDED)

### **Sec. 2-769. Levy of ad valorem tax; imposition of rates and charges.**

To provide funds to pay for the costs of operating and maintaining the district, county council is authorized to annually (i) levy and collect ad valorem taxes on the taxable property within each district, (ii) impose rates and charges for fire protection services within the district; or (iii) both.

(Ord. No. 12-15-14, §3, 12-15-2014 NEW ORD NO NEEDS TO BE INCLUDED)

### **Sec. 2-770. Authority to issue general obligation bonds.**

Pursuant to the Act, the county is authorized to issue, from time to time by subsequent ordinance, general obligation bonds of the county, payable from ad valorem taxes levied in each district, to finance the provision of fire protection services in the district.

(Ord. No. 12-15-14, §4, 12-15-2014 NEW ORD NO NEEDS TO BE INCLUDED)

### **Sec. 2-771. Administration of the districts.**

(a) *Governance:* The district shall be administered by a board of commissioners (“board”) consisting of no fewer than five commissioners. County council shall appoint the board for the district and establish the term for the commissioners of the board in accordance with the policies, procedures and standard practices of county council relating to commission and board appointments.



The board shall meet at least one time annually and elect a chair and secretary from its membership.

(b) *Powers of board:* The board is authorized, subject to the approval of county council, to operate and maintain its district. Specifically, following approval from county council the board is authorized to:

- (1) Buy such firefighting equipment as funds will allow and as the board deems necessary for the purpose of controlling fires within the district;
- (2) Select sites or places within the service areas of the district where the firefighting equipment must be kept;
- (3) Employ all necessary fire protection personnel and fix their compensation in accordance with established and approved budgets;
- (4) Employ and supervise the training of firefighters to ensure that the equipment is utilized for the best interest of the district service areas;
- (5) Be responsible for the purchase, acquisition, upkeep, maintenance, and repairs of all fire-fighting equipment and fire stations and the sites of the stations through regular and routine inspections;
- (6) Promulgate such rules and regulations as it may deem proper and necessary to ensure that the equipment is being used to the best advantage of the district and to carry out the provisions of the Act;
- (7) Construct, if necessary, buildings to house the equipment authorized herein, and all fire stations necessary to provide an adequate fire protection system;
- (8) Purchase, lease hold and dispose of real and personal property in the name of the county for the exclusive use of the district; provided, however, that any conveyance, lease or purchase of real property shall be by the county council and in accordance with the provisions of state law; and
- (9) Cooperate or enter into contracts or agreements with any public or private agency which results in improved services or the receipt of financial aid in carrying out the functions of the board for the benefit of the district; following approval by county council.

(c) *Financial:* Annually, the board shall submit to county council:

- (1) A budget for the upcoming fiscal year adequate to fund the operation and maintenance of the district. Each budget shall list all funds which the board anticipates will be available for the operation of the district. All

funds appropriated, earned, granted or donated to the district, including funds appropriated by county council, shall be (i) deposited and expended in accordance with the Act and this Division and (ii) used exclusively for providing fire protection services. All financial procedures relating to the district, including audits, shall conform to the practices and procedures established by county council.

- (2) The recommended amount of millage that it wishes to levy or rate that it wishes to charge to provide for the operation and maintenance of the district.
- (3) File a detailed report of its operations and expenditures for the previous fiscal year with county council.

(Ord. No. 12-15-14, §5, 12-15-2014 NEW ORD NO NEEDS TO BE INCLUDED)

**Sec. 2-772. Defining and clarifying boundaries of fire service areas.**

At the request of the fire protection service providers in the county and based on information supplied by the fire protection service providers, county council hereby adopts and establishes the service areas of the fire protection service area as shown on the attached Exhibit A, which areas include the districts. [A copy of Exhibit A can be found in the county offices.]

(Ord. No. 12-15-14, §6, 12-15-2014 NEW ORD NO NEEDS TO BE INCLUDED)



## Declaration # 2020-3

### A DECLARATION OF A CONTINUED STATE OF EMERGENCY FOR CHESTER COUNTY

**WHEREAS**, on March 13, 2020, both the President of the United States and South Carolina Governor Henry McMaster declared that the COVID-19 pandemic in the United States constitutes a national emergency; and

**WHEREAS**, on March 17, 2020, Chester County Council declared that the COVID-19 pandemic was a threat to Chester County and declared a State of Emergency for fourteen (14) days; and

**WHEREAS**, on March 30, 2020, Chester County Council initiated further emergency measures, suspending certain Rules of Procedure to ensure the proper function and continuity of County government operations and the uninterrupted performance and provision of emergency, essential, or otherwise mission-critical County government services while simultaneously undertaking additional measures to safeguard the health and safety of County employees, mitigate significant economic impacts and burdens on affected individuals and citizens, and provide regulatory relief to expedite emergency response initiatives; and

**WHEREAS**, also on March 30, 2020, Chester County Council by emergency ordinance 2020-11 extended the State of Emergency for an additional sixty (60) days based on a determination that COVID-19 posed an actual, ongoing, and evolving public health threat to Chester County; and

**WHEREAS**, also on May 18, 2020, Chester County Council by emergency ordinance 2020-12 extended the State of Emergency for an additional sixty (60) days based on a determination that COVID-19 continues to be a public health threat to Chester County; and

**WHEREAS**, the sixty days will expire on July 28, 2020, and the County believes that it must continue the State of Emergency for an additional sixty (60) days in order to utilize extraordinary measures and to deploy substantial resources to meet the unprecedented

**Declaration # 2020-3**

threat posed by COVID-19 and the evolving nature and scope of this public health emergency, and in order to promptly and effectively do this, the County must take any and all necessary and appropriate steps to facilitate a coordinated response to the current and anticipated circumstances.

Pursuant to the authority granted to the Chair of Chester County Council and as Chester County Supervisor, K. Shane Stuart, finds it necessary to look to Chester County Council to declare a State of Emergency under the same provisions and caveats as are outlined in the Emergency Ordinance of May 18, 2020, #2020-11 for an additional sixty days.

**NOW THEREFORE**, the Chester County Council hereby declares an extended State of Emergency to exist and such extension shall continue for a period of sixty (60) days from the expiration of the prior State of Emergency, unless sooner terminated by act of Chester County Council.

**THIS DECLARATION OF A STATE OF EMERGENCY** enacted this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CHESTER COUNTY**

By: \_\_\_\_\_  
K. Shane Stuart, Supervisor  
Chester County, South Carolina



**EXHIBIT A**

**\$1,566,100**

(AVAILABLE FOR PROJECTS, PLUS COSTS OF ISSUANCE)

<b><u>Item</u><sup>o</sup></b>	<b><u>Amount</u></b>
New fire pumper	\$537,000
New ambulance (stretcher)	281,000
Sheriff patrol vehicles	490,000
IT encoder/server	16,000
Tractor bush hog	92,000
Copiers	55,000
Rural fire tanker modifications	95,100

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



## July 2020 Update on Community Heart and Soul

### Activities:

- Wrote and printed “Fort Lawn Revitalization” brochure:
  - Gives an overview of the revitalization process, using the Community Heart and Soul
  - Outlines 7 Community Values Statements
  - Gives a synopsis of the Fort Lawn Economic Development Strategic Plan
  - Points people to act - in current projects like neighborhood watch, road clean ups, and giving new ideas for projects
  - Ends with “for more info” about the Fort Lawn Community Center and Community Heart and Soul
  - Using this brochure as talking points with groups, councils, and individuals
- Started training for Phase IV, the last phase of Heart and Soul. Will begin writing **Community Action Plan, which will outline community projects for the next 3 – 5 years. Would like Council’s input.**
- Helped launch first new Community Watch team in the county – the Lakeview Circle neighborhood in Fort Lawn. This is in partnership with Chester County Sheriff’s Office
- Heart and Soul team members have assisted with Community Center projects such as senior meals (average of 25 per day) and student meals (volunteers distribute 280 meal bags per week on Mondays).
- Gave revitalization update to state legislators, Chester County Economic Development, the Catawba Regional Council of Governments, and plan to visit with I-77 Alliance staff.
- We want to encourage the support of the County Collaborative, a county Grant Writer, and continuation of the Ambulance/EMS service in Fort Lawn. All of these fit within the Community Values Statements. We greatly appreciate the extension of EMS service into September.
- Fort Lawn Heart and Soul will take the initiative to start the County Collaborative group. This is a group that was recommended during the Economic Development strategic plan process. This group can meet quarterly and include representatives from every town, county government, economic development, all mayors, etc. It will provide an opportunity for all parties to share information and build stronger working relationships. We would like to ask County Council to support this and be a part of it, and we would like to begin inviting participants to an initial meeting very soon (in person, by Zoom, or a combination).

County Council there will not be a presentation by the petitioner, nor will there be a public hearing. As many of you know, if you do go to County Council Meetings, there are citizens comments on the agenda. Everyone is always able to sign up for those three minutes as citizens comments. But understand, its not a public hearing and County Council does not engage. They listen but they do not comment. They engage with the speaker. I just want you all to understand the process so that no one is surprised or disappointed no matter which way this goes this evening it goes to County Council. I don't want anyone thinking there are more public hearings, this is it. Just wanted to make sure everyone has that understanding.

Chairman Raines starts the request for rezoning for the two prior to Luck Stone

**New Business:**

**CCMA20-02:** Patton Development SC, LLC request 2.95 acres of Tax Map # 079-01-17-013-000 (survey provided) located on JA Cochran By-Pass be rezoned from R2 (Rural Two) to GC (General Commercial)

Chairman Raines called the applicant to the podium and to state his name and address for the record. He stated his name as Tad Patton of 405 Airport Dr in Greer. We would like to rezone that area in the front for the Dollar General and we're working with a developer for the rear property for residential.

Chairman Raines asked all on the 2.9 acres? Mr. Paton says the Dollar General will be on the 2.9. with the rear residential. Chairman Raines then asked if the rear would come back at a later time for that? Mr. Patton said its already zoned properly for that. Chairman Raines said that's outside the bounds of what were considering tonight.

Chairman Raines asked if the commissioners had any questions for the applicant. Commissioner Hill asked, with the residential part, where would the entrance and exit be? Mr. Patton said the residential would be on Old York Highway.

Chairman Raines asked approximately how much property is behind there that you're talking about developing for residential? Mr. Patton said around forty-seven acres. Chairman Raines asked the entrance and exit for this property will be off J. A. Cochran, correct? Mr. Patton said correct.

Commissioner Hill asked are you part of the Dollar General that is already in Chester? Mr. Patton said we're just the developer. We did build one out on the bypass. Commissioner Hill asked will this be part of a franchise? Mr. Patton said its not a franchise, its orbitly ran. We just develop this building.

Chairman Raines asked you wouldn't be the operator, or owner, just the person performing the structure? Mr. Patton said yes sir.

Chairman Raines asked if any member of the public would like to speak in support or in opposition of this request. There were none.

Commissioner Grant made the motion to approve the rezoning request as presented; seconded by Vice Chairman Smith. Vote was 6-0 to approve.

**CCMA20-06:** Gary Howell, with Howell Homes of the Carolinas, request Tax Map # 123-00-00-090-000 located on Hamilton Rd, Chester, SC be rezoned from R2 (Rural Two) to R1 (Rural One)

Chairman Raines asked the applicant to step to the podium and state his name and address for the record. He stated his name as Gary Howell of 2740 West Pinewood Rd, Chester. We're requesting to rezone this property to R1 to allow us to build three spec homes. The smallest lot will be 1.2 acres, 1.32 acres and 1.45 acre lots.





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

**Zoning Map Amendment (Rezoning) Application**

Fee: \$150.00

Meeting Date: April 21, 20 Case # CCMA20-02 Invoice # 2450

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

Please give your reason for this rezoning request:  
 development of a commercial building (dollar general)

*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 Number: 453220

**Property Address Information**

Property address: JA Cochran Bypass, Chester, SC  
 Tax Map Number: 079-01-17-013-000 Acres: 2.95

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

**PLEASE PRINT:**

**Applicant (s):** Patton Development SC, LLC  
 Address PO Box 100, Woodruff, SC 29388  
 Telephone: 864-655-4224 cell 864-529-8297 work \_\_\_\_\_

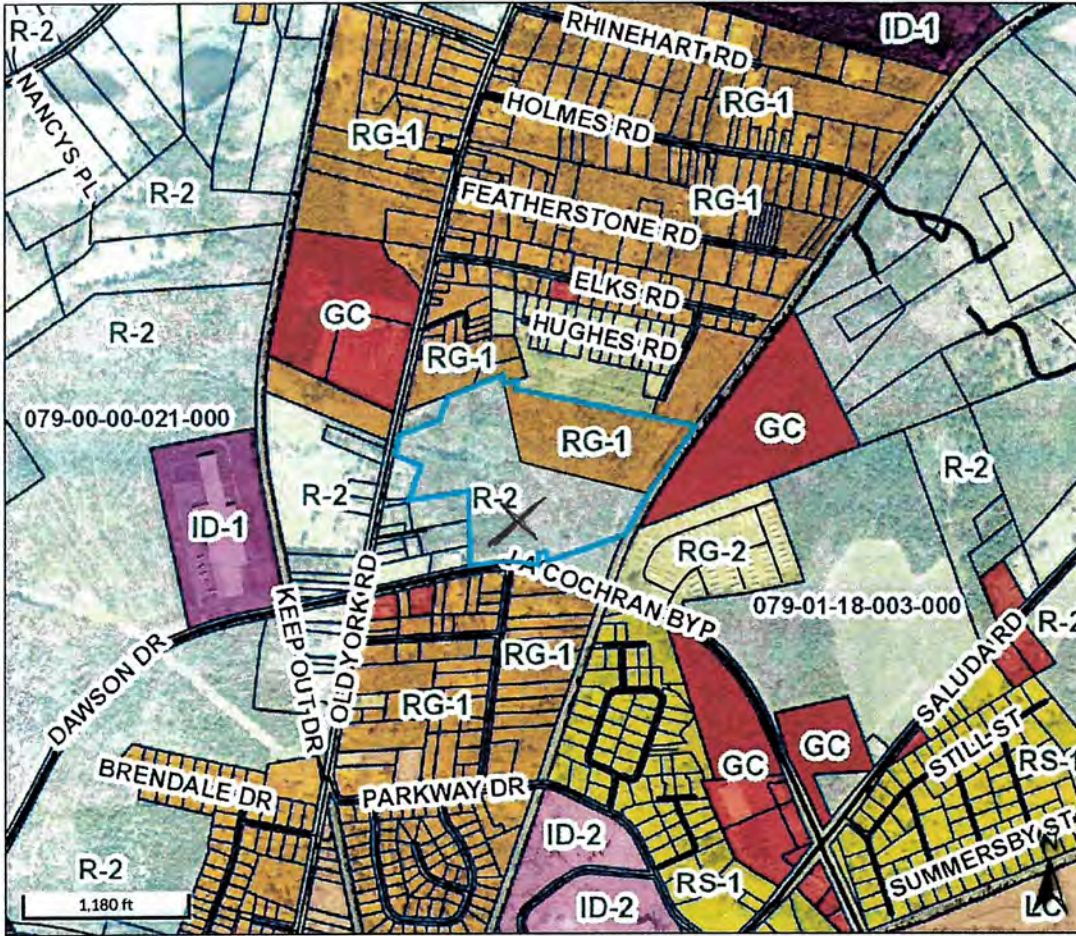
**Owner(s) if other than applicant(s):** Hinckley Gauvain, LLC  
 Address: PO Box 3965, Mooresville, NC 28117  
 Telephone: 704-202-1524 cell \_\_\_\_\_ work \_\_\_\_\_

**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:** \*see attached agent authorization letter \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant signature:** [Signature] \_\_\_\_\_ **Date:** 03-04-20

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



Overview



Legend

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

Parcel ID	079-01-17-013-000	Alternate ID	n/a	Owner Address	HINCKLEY GAUVAIN LLC
Sec/Twp/Rng	n/a	Class	LN		PO BOX 3965
Property Address		Acreage	37		MOORESVILLE NC 28117
District	02				
Brief Tax Description	YORK ROAD				
	(Note: Not to be used on legal documents)				

Date created: 3/12/2020  
 Last Data Uploaded: 3/12/2020 3:35:32 AM

Developed by  **Schneider**  
 GEOSPATIAL



LOCATION SKETCH  
SCALE: 1 INCH = 1 MILE

**GEODETIC AND SC STATE GRID POINT DATA**

HORIZONTAL DATUM: NAD83 (2011)  
VERTICAL DATUM: NAVD 88

POINT NUMBER: 552  
SC GRID COORDINATES  
NORTH: 1,052,498.62'  
EAST: 1,939,358.10'  
GEODETIC COORDINATES:  
LATITUDE: N 34°43'32.97151"  
LONGITUDE: W 81°12'06.18567"

POINT NUMBER: 1503  
SC GRID COORDINATES  
NORTH: 1,052,798.60'  
EAST: 1,939,830.17'  
GEODETIC COORDINATES:  
LATITUDE: N 34°43'36.04615"  
LONGITUDE: W 81°12'06.87657"

COORDINATE DERIVATION: GNSS  
COMBINED REDUCTION FACTOR: 0.999842241  
MEASUREMENTS SHOWN ARE FIELD SURVEY DISTANCES.  
NOTE: THIS TIE DATA TO BE USED FOR LOCATION ONLY.

**CARLOS JERMAINE MCGRAW, SR.**  
TMS# 079-01-17-007-000  
DEED: BOOK 1203 PAGE 48

**MELVOYD STRINGFELLOW**  
TMS# 079-01-17-003-000  
DEED: BOOK 475 PAGE 198

**TOMMY LEE DAVIS & PATRICIA M. DAVIS**  
TMS# 079-01-17-015-000  
DEED: BOOK 493 PAGE 588  
PLAT: BOOK 493 PAGE 588

**HINCKLEY GAUVAIN, LLC**  
TMS# 079-01-17-013-000 (REMAINDER)  
DEED: BOOK 1253 PAGE 299  
DEED: BOOK 1138 PAGE 264  
PLAT: BOOK 476 PAGE 488  
PLAT: CABINET D SLIDE 187 PAGE 84

**2.95 ACRES SUBJECT PROPERTY**  
TMS# 079-01-17-013-000 (PORTION)

**J.A. COCHRAN BYPASS**  
**S.C. HIGHWAY 97**  
VARIABLE WIDTH R/W  
SCDOT REFERENCE DOCKET NO.: 12.458 SHEETS 21 & 22

**LEGEND**

- PROPOSED PROPERTY LINE
- ADJOINING PROPERTY LINE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- FENCE
- CENTERLINE
- RIGHT-OF-WAY

○ PROPERTY CORNER  
 ◊ GUY ANCHOR  
 ● POWER POLE

**CURVE TABLE**

PT-PT	CHORD	DELTA	RADIUS	L-ARC
568-563	N 62°47'48" W	147.67'	07°22'03" LT	1308.08' 148.08'
572-552	S 68°17'56" W	308.28'	14°48'25" LT	1181.05' 307.11'

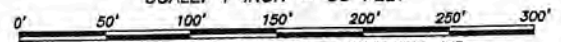
**SUBJECT PROPERTY 2.95 ACRES**

PT-PT	BEARING	DISTANCE
852-175	N 00°46'17" W	134.58'
176-178	N 00°37'03" W	152.45'
178-1502	N 00°57'58" W	23.01'
1502-1503	N 68°58'58" E	445.94'
1503-1504	S 00°58'01" W	221.29'
1504-888	S 11°44'43" E	74.11'
588-563	SEE CURVE TABLE	
563-572	S 03°41'11" W	18.00'
572-552	SEE CURVE TABLE	

**DOMINION ENERGY CAROLINA GAS TRANSMISSION (CAROLINA PIPELINE COMPANY, INC.)**  
TMS# 079-01-17-014-000  
DEED: BOOK 489 PAGE 225  
DEED: BOOK 392 PAGE 520  
PLAT: BOOK 392 PAGE 522

**TODD M. BERNARD**  
TMS# 079-01-17-002-000  
DEED: BOOK 1222 PAGE 7  
DEED: BOOK 1106 PAGE 188  
PLAT: BOOK 181 PAGE 332

CLOSING SURVEY FOR  
**PATTON DEVELOPMENT**  
LOCATED APPROXIMATELY 1.6 MILES NORTHEAST OF THE CITY OF CHESTER  
CHESTER COUNTY, SOUTH CAROLINA  
MARCH 2, 2020  
SCALE: 1 INCH = 50 FEET



SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
P.O. BOX 12 JENKINSVILLE, S.C. 29085 telephone (803) 345-5297

MARK E. MILLS, S.C.P.L.S. # 10779

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.



DRAWING BY PARKER D. LESLIE

- NOTES:**
- ACCORDING TO F.I.R.M. COMMUNITY PANEL # 450847 0202 C, AND # 450848 0202 C, BOTH DATED SEPTEMBER 16, 2011 THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", AND IS NOT IN A SPECIAL FLOOD HAZARD ZONE.
  - NO PRINT OR ELECTRONIC COPY OF THIS PLAT IS CERTIFIED BY GLENN ASSOCIATES SURVEYING, INC. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND IMPRESSION SEAL OF THE RESPONSIBLE SURVEYOR SHOWN HEREIN.

**SURVEYOR'S SEAL**

GLENN ASSOCIATES SURVEYING, INC. No. CO2238

MARK E. MILLS, S.C.P.L.S. # 10779

**SURVEYOR'S SEAL**

MARK E. MILLS, S.C.P.L.S. # 10779

**REVISION SCHEDULE**

NO.	DATE	DESCRIPTION	CHECKED

**SUBJECT PROPERTY REFERENCES**

TMS# 079-01-17-013-000  
DEED: BOOK 1253 PAGE 299  
DEED: BOOK 1138 PAGE 264  
PLAT: BOOK 476 PAGE 488  
PLAT: CABINET D SLIDE 187 PAGE 84

County Council there will not be a presentation by the petitioner, nor will there be a public hearing. As many of you know, if you do go to County Council Meetings, there are citizens comments on the agenda. Everyone is always able to sign up for those three minutes as citizens comments. But understand, its not a public hearing and County Council does not engage. They listen but they do not comment. They engage with the speaker. I just want you all to understand the process so that no one is surprised or disappointed no matter which way this goes this evening it goes to County Council. I don't want anyone thinking there are more public hearings, this is it. Just wanted to make sure everyone has that understanding.

Chairman Raines starts the request for rezoning for the two prior to Luck Stone

**New Business:**

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Chairman Raines called the applicant to the podium and to state his name and address for the record. He stated his name as Tad Patton of 405 Airport Dr in Greer. We would like to rezone that area in the front for the Dollar General and we're working with a developer for the rear property for residential.

Chairman Raines asked all on the 2.9 acres? Mr. Paton says the Dollar General will be on the 2.9. with the rear residential. Chairman Raines then asked if the rear would come back at a later time for that? Mr. Patton said its already zoned properly for that. Chairman Raines said that's outside the bounds of what were considering tonight.

Chairman Raines asked if the commissioners had any questions for the applicant. Commissioner Hill asked, with the residential part, where would the entrance and exit be? Mr. Patton said the residential would be on Old York Highway.

Chairman Raines asked approximately how much property is behind there that you're talking about developing for residential? Mr. Patton said around forty-seven acres. Chairman Raines asked the entrance and exit for this property will be off J. A. Cochran, correct? Mr. Patton said correct.

Commissioner Hill asked are you part of the Dollar General that is already in Chester? Mr. Patton said we're just the developer. We did build one out on the bypass. Commissioner Hill asked will this be part of a franchise? Mr. Patton said its not a franchise, its orbitly ran. We just develop this building.

Chairman Raines asked you wouldn't be the operator, or owner, just the person performing the structure? Mr. Patton said yes sir.

Chairman Raines asked if any member of the public would like to speak in support or in opposition of this request. There were none.

Commissioner Grant made the motion to approve the rezoning request as presented; seconded by Vice Chairman Smith. Vote was 6-0 to approve.

**CCMA20-06:** Gary Howell, with Howell Homes of the Carolinas, request Tax Map # 123-00-00-090-000 located on Hamilton Rd, Chester, SC be rezoned from R2 (Rural Two) to R1 (Rural One)

Chairman Raines asked the applicant to step to the podium and state his name and address for the record. He stated his name as Gary Howell of 2740 West Pinewood Rd, Chester. We're requesting to rezone this property to R1 to allow us to build three spec homes. The smallest lot will be 1.2 acres, 1.32 acres and 1.45 acre lots.

Chairman Raines asked if they will be stick built houses? Mr. Howell said yes, they will be stick built homes approximately 1350 to 1500 square feet. Chairman Raines asked just out of curiosity, will they be brick? Mr. Howell said siding with brick foundation.

Chairman Raines asked about the road, are there any plans to improve that road? Mr. Howell said no. It's paved and its narrow. Chairman Raines said yes, its pretty narrow.

Chairman Raines asked the commissioners if they had any questions for the applicant.

Commissioner Grant asked how much square feet did you say again? Mr. Howell said 1350 to 1500 square feet. Commissioner Grant then asked if water was already there to the facility? Mr. Howell said no sir it will be well and septic. Commissioner Grant said the houses he saw there are much bigger than 1300 square feet. Mr. Howell said yes sir some of them are. There is one on the same side of the street we're on that might be 1800 but there are some bigger ones. Commissioner Grant asked do you know what the average property acres is for each house out there. Mr. Howell said no sir I'm not sure. He said its mixed, the property across the street is two acres. Some ten acres.

Chairman Raines asked if there were any other questions. Commissioner Howell asked to abstain from voting due to possible conflict.

Chairman Raines asked if any member of the public wished to speak in favor or in opposition of this request.

Chris Dubose of 3527 Autumn Lake Dr stepped to the podium wished to speak in opposition of the request. He owns the property right beside this, 12 acres. As narrow as that road is, I'm concerned about emergency vehicles if we increase the amount of people on that road. The road would have to be upgraded and that would cost more money. Also, every house on that road only gets about one gallon a minute of well water. So, if we're adding three more houses, that might decrease my supply. I'm concerned about all that.

Michael Polston of 3769 Hamilton Rd then stepped to the podium to speak in opposition of the request. He lives on the other side of the property. He's actually the one that sold the property to Mr. Howell, with R2 zoning which is two houses max. With the narrow road, 14' 3", there is no turn around for a fire truck or EMS or that sort of thing. There are a lot of kids. Chris has three and I've got three. It's a total of fourteen kids out there. To answer your question, my property is twelve acres. The average is eight acres per house. I get a gallon of water per minute as well.

Chairman Raines asked how deep is your well? Mr. Polston said we ended up going seven hundred and something feet.

Commissioner Grant asked who takes care of the road over there? Mr. Polston said that's a question I'm still trying to get answered. Some people say it's the state, some people say it's a private road. I think it's a state road, but I could be wrong.

Chairman Raines asked if anyone else wanted to speak in opposition of this request. There were none.

Commissioner Hill made the motion to deny the request as presented; seconded by Commissioner Grant.

Commissioner Grant said he feels like this particular situation isn't suitable with the acres of the houses that are there, and the land that everybody's got is five to ten acres of land in there. Three houses on four acres doesn't

suit that area. That's my opinion. Plus, the road is very narrow. Commissioner Hill said that's my feeling as well. Homes to be added are not suitable for the acreage.

Chairman Raines asked if there was any other comments or discussion on this motion.

Mr. Howell asked if he could speak again. He stepped to the podium and stated the property now is zoned R2, which allows you to build a house on two acres. We bought the property knowing we could build two houses. We're just asking that we can build three. That's the only difference. We're just asking to build one additional house.

Chairman Raines asked as it stands now you can build two houses, two acres each? Mr. Howell said that's correct.

With the motion that's been presented, (Commissioner Hill made the motion to deny the request as presented; seconded by Commissioner Grant.) Vote was 4-1 to deny the rezoning request, with Chairman Raines approving and Commissioner Howell abstained.

Chairman Raines said with the Commissions approval and no objection, he'd like to combine all three of these requests rather than considering all three individuals for purpose of discussion. Does anyone have any objections? Director Levister pointed out that only two of the three requests were the same. CCMA20-3 and CCMA20-05. Chairman Raines said with that, there will be two discussions, CCMA20-03 and CCMA20-05 as one and CCMA20-04 as the other.

---

**CCMA20-03:** Luck Stone Corporation request Tax Map # 089-00-00-001-000 located at 1421 Collie Lane, Chester, SC 29706 be rezoned from R2 (Rural Two) to ID3 (General Industrial) and ID1 (Restricted Industrial) See attached letter on page 19 of packet

**CCMA20-05:** Luck Stone Corporation request Tax Map # 089-00-00-002-000 located at 1295 Lancaster Hwy, Chester, SC 29706 be rezoned from R2 (Rural Two) to ID3 (General Industrial) and ID1 (Restricted Industrial) See attached letter on page 19 of packet

Chairman Raines said the applicant is Luck Stone, Mr. Thompson. Mr. Thompson stepped to the podium and asked for a moment to set the presentation up. Mr. Thompson said tonight's conversation is a pretty broad conversation. Its going to range from us speaking about what we've heard, what we've felt. About what we've understood from Chester County. I want to share with you some details about our company. Talk about who we are and talk about what it's worth to us. And then we'll get right into the textbook components and the technologies and studies that were employed for us to get a real good understanding of the properties. At the root of everything about this application, we believe it's about growth, and it's about what growth needs. You need the right voices that are diverse and care about the community, have consistent leads on how to support that community. You need companies to support one another. You need those companies to be engaged in the community, to be talking about the right things together. You also need natural resources. So, you need building blocks for the communities so that over all we can share all the same opportunities. What growth provides is opportunities for us to all share in success. We provide good jobs for the youth in Chester, so they don't have to leave Chester and it allows people to be able to have professional development to grow themselves, to be able to support themselves and their family. As we go into this, I want to talk again about who we are as a company.

Our origin story starts in 1923. When you think about that time, it was right at the beginning of the great depression. And we've heard stories from our parents, grandparents, about how that experience influenced their



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: June Case # CCMA20-6 Invoice # 2594

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

Please give your reason for this rezoning request:  
Would like to Build 3 single family Homes on 4 ACRES  
Divid into 3 Lots of more than 1 ACRE each

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 Number: B14

Property Address Information

Property address: TRACT "C"  
 Tax Map Number: 123-00-00-090 Acres: 4.004 ACRES

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

PLEASE PRINT:

Applicant(s): GARY HOWELL (Howell Homes of the Carolinas)  
 Address: 7740 West Pinewood Rd Chester, SC 29706  
 Telephone: 803-374-5953 (cell) work \_\_\_\_\_

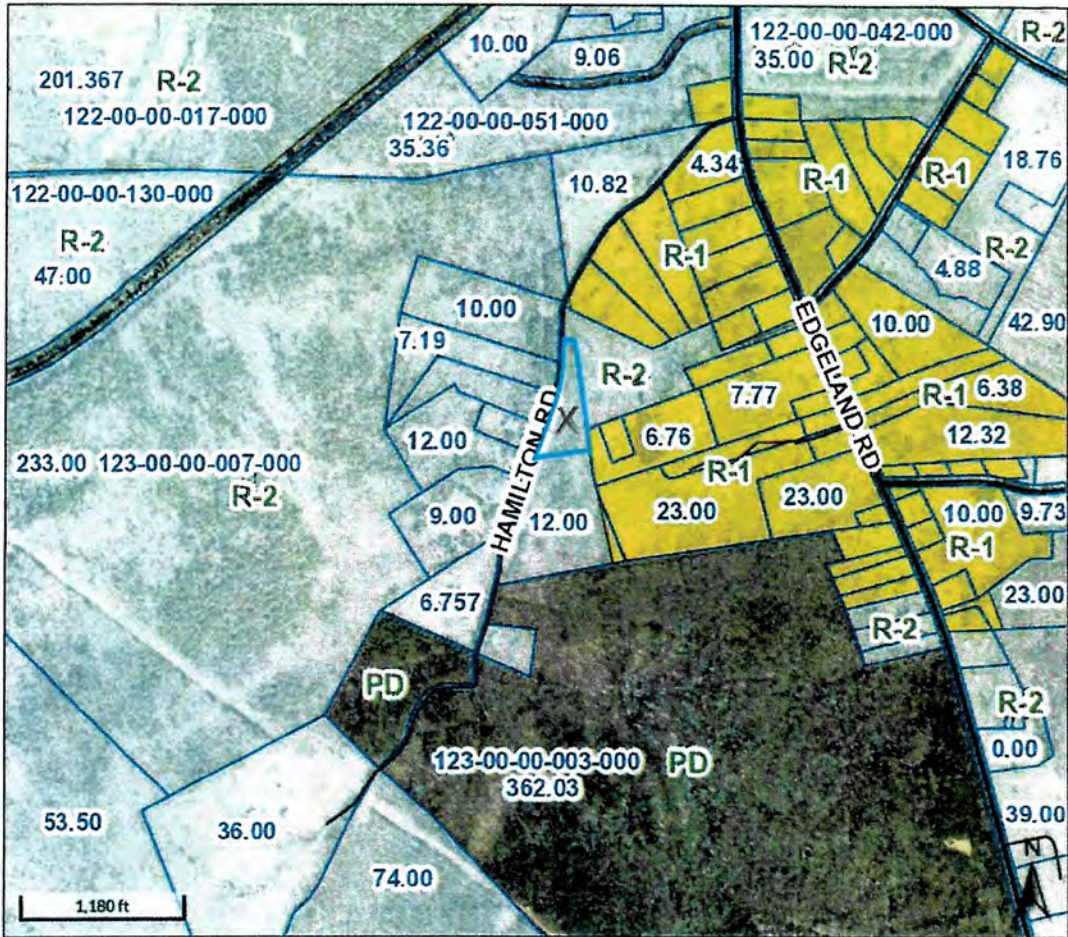
Owner(s) if other than applicant(s): Same  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

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

Owner's signature: [Signature] Date: 5-11-20

Applicant signature: [Signature] Date: 5-11-20

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



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- Roads
- Secondary Road
  - SC Highway

- Municipals
- Parcels

Chester County Zoning

- AG
- EDD
- GC
- ID-1
- ID-2
- ID-3
- LC
- R-1
- R-2
- R-3
- R-4
- RG-1
- RG-2
- RIV
- RS-1

City of Chester Zoning

- BI
- CC
- GR
- HC
- LI
- MF
- NC
- NCH
- R-10
- R-6

County Boundary

ParcelID 123-00-00-090-000  
 Sec/Twp/Rng n/a  
 Property Address  
 District n/a  
 Brief Tax Description n/a

Alternate ID n/a  
 Class n/a  
 Acreage n/a

Owner Address n/a



20200108257  
 Filed for Record in  
 CHESTER COUNTY SC  
 SUE K. CARPENTER, CLERK OF COURT  
 03-13-2020 At 09:59:19 am.  
 PLAT 25.00  
 Volume ETS Page 6B

PLAT OF SURVEY FOR  
 MICHAEL POLSTON  
 BEING A 13.397 ACRE TRACT  
 LOCATED ON HAMILTON ROAD  
 LEWISVILLE TOWNSHIP, CHESTER COUNTY

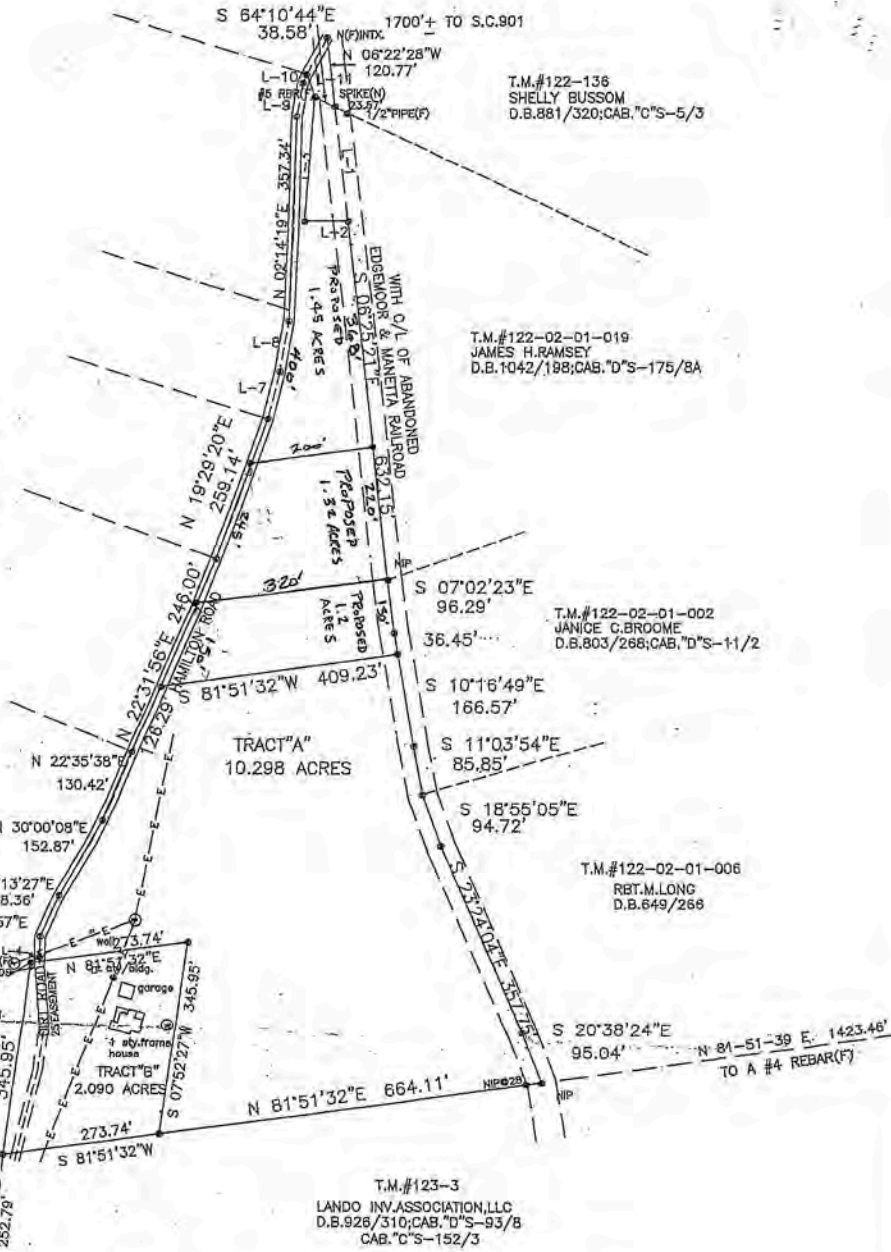
SOUTH CAROLINA  
 JANUARY 22, 2020

REFERENCES: TAX MAP #122-02-01-007  
 D.B. 1077 PG. 288  
 CAB. "E" S-70/108  
 REVISED: MARCH 12, 2020  
 TRACT "C"

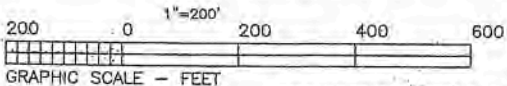
MAGNETIC NORTH

CALL TABLE:

L-1	S 06-25-21 E	200.00'
L-2	WEST 74-36'	
L-3	N 04-34-45 E	216.24'
L-4	N 57-00-00 E	18.23'
L-6	S 57-00-00 W	152.63'
L-7	N 13-55-08 E	85.34'
L-8	N 09-22-27 E	90.12'
L-9	N 10-32-40 E	57.40'
L-10	N 24-16-44 E	17.15'
L-11	S 18-20-55 E	41.14'



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



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

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

This subdivision plan shows herein has been found to comply with the Chester County Subdivision Regulations and has been APPROVED FOR RECORDING in the office of the Clerk of Court of Chester County, South Carolina.  
 3/13/2020

WILLIAM V. HIPPI, P.L.S. 17567

## Litter Pick Up - May 2020

Date (All)

Pick Up Location	District 1			District 2			District 3			Misc	Tires	Bags	Total
	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags				
Brown Rd				0	2	10				0	2	10	
Catawba River Rd	0	0	30							0	0	30	
Fishing Creek Church Rd							0	0	35	0	0	35	
Gaston Farm Rd							0	0	4	0	0	4	
Lyle Rd							0	0	34	0	0	34	
McCandless Rd							0	0	20	0	0	20	
Mtn Gap Rd				0	0	65				0	0	65	
Old Mill Rd				0	2	50				0	2	50	
Ross Dye Rd				0	0	22				0	0	22	
Shannon Rd							0	1	26	0	1	26	
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>4</b>	<b>147</b>	<b>0</b>	<b>1</b>	<b>119</b>	<b>0</b>	<b>5</b>	<b>296</b>	<b>301</b>

## 2020 Monthly Litter Control Summary

Month	District 1			District 2			District 3			District 4			District 5			District 6			Total	Total	Total	Grand
	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags				
2020 - May	0	0	30	0	4	147	0	1	119	0	0	0	0	0	0	0	0	0	0	5	296	
2020 - Apr	2	0	64	0	0	1	0	0	0	1	0	32	0	0	12	0	4	22	3	4	131	
2020 - Mar	4	0	35	0	0	34	3	4	180	0	0	0	5	0	189	0	0	30	12	4	468	
2020 - Feb	0	0	0	0	4	130	0	1	63	6	0	178	1	0	86	1	0	36	8	5	493	
2020 - Jan	0	0	110	0	12	235	0	0	97	0	0	0	7	4	264	0	0	0	7	16	706	
<b>Grand Total</b>	<b>6</b>	<b>0</b>	<b>239</b>	<b>0</b>	<b>20</b>	<b>547</b>	<b>3</b>	<b>6</b>	<b>459</b>	<b>7</b>	<b>0</b>	<b>210</b>	<b>13</b>	<b>4</b>	<b>551</b>	<b>1</b>	<b>4</b>	<b>88</b>	<b>30</b>	<b>34</b>	<b>2094</b>	<b>2158</b>

## Litter Pick Up - June 2020

Date (All)																
Pick Up Location	District 1			District 3			District 4			District 5			Total Misc	Total Tires	Total Bags	Grand Total
	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags				
Armory Rd										1	1	71	1	1	71	
Cabal Rd							0	0	20				0	0	20	
Catawba River Rd	0	1	24										0	1	24	
Center Rd										1	0	31	1	0	31	
Columbia Rd				0	0	3							0	0	3	
Lockhart Hwy							0	0	51				0	0	51	
Pinckney Rd							0	0	7				0	0	7	
Purity Rd				0	0	4							0	0	4	
Roy Wade Rd							0	1	8				0	1	8	
W. Elliott St							2	0	0				2	0	0	
Woods Ferry Rd							0	0	75				0	0	75	
<b>Grand Total</b>	<b>0</b>	<b>1</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>2</b>	<b>1</b>	<b>161</b>	<b>2</b>	<b>1</b>	<b>102</b>	<b>4</b>	<b>3</b>	<b>294</b>	<b>301</b>

## 2020 Monthly Litter Control Summary

Month	District 1			District 2			District 3			District 4			District 5			District 6			Total	Total	Total	Grand
	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags	Misc	Tires	Bags				
2020 - Jun	0	1	24	0	0	0	0	0	7	2	1	161	2	1	102	0	0	0	4	3	294	
2020 - May	0	0	30	0	4	147	0	1	119	0	0	0	0	0	0	0	0	0	0	5	296	
2020 - Apr	2	0	64	0	0	1	0	0	0	1	0	32	0	0	12	0	4	22	3	4	131	
2020 - Mar	4	0	35	0	0	34	3	4	180	0	0	0	5	0	189	0	0	30	12	4	468	
2020 - Feb	0	0	0	0	4	130	0	1	63	6	0	178	1	0	86	1	0	36	8	5	493	
2020 - Jan	0	0	110	0	12	235	0	0	97	0	0	0	7	4	264	0	0	0	7	16	706	
<b>Grand Total</b>	<b>6</b>	<b>1</b>	<b>263</b>	<b>0</b>	<b>20</b>	<b>547</b>	<b>3</b>	<b>6</b>	<b>466</b>	<b>9</b>	<b>1</b>	<b>371</b>	<b>15</b>	<b>5</b>	<b>653</b>	<b>1</b>	<b>4</b>	<b>88</b>	<b>34</b>	<b>37</b>	<b>2388</b>	<b>2459</b>

