



CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Tuesday, September 7th, 2021 **at 5:30 PM**

R. Carlisle Roddey Chester County Government Complex

1476 J A Cochran Bypass, Council Chambers

AGENDA

1. **Call to Order**
2. **Approval of minutes**
 - a. July 6th, 2021 CCTC Minutes.
3. **Old Business**
 - a. Update on Baseball Alley- Public Works Director Robert Hall.
 - b. Update regarding Pedestrian Crossing Agreement at Railroad at Pizza Hut. – Attorney Winters
4. **New Business**
 - a. CTC to choose and approve the 2022 Road Paving List from each district.
 - b. Discussion regarding Georgetown Road.- Attorney Winters.
 - c. CTC to consider approval of surface prep and painting Exit 65 Bridge. Gateway Steering Committee voted 9-0 to approve.
 - d. Request to reimburse the Recycling Department for sign material from May 2021 to August 2021 in the amount of \$ 3422.03.
 - e. Request to reimburse the Road Department for road maintenance from July 6, 2021 to August 12, 2021 in the amount of \$ 19,652.96.
5. **Adjourn**



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING
Tuesday, July 6th, 2021 at 5:15 PM
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers
MINUTES

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

1. **Call to Order**-Interim Chairman Frederick called the meeting to order.
2. **Approval of minutes**
 - a. **May 3rd, 2021 CCTC Minutes.**-Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
3. **Old Business**
 - a. **Update on repair for Wylie Road. -Bill Coleman**

Mr. Coleman stated the road belongs to SCDOT; He stated to fix the drop off in the road was minor and the State's responsibility and not the Counties.
 - b. **Update on signage for Sugar Plum Road. -Bill Coleman.**

Mr. Coleman stated SCDOT was willing to put up a no parking sign if Council does an ordinance requesting them to do so. They will not put up a "no truck parking" sign. Councilwoman Guy stated she would reach out to the residents on SugarPlum and get back with Council to decide whether to go forward with an ordinance.
 - c. **Update on Craibrow and Quail Hollow sidewalks. - Bill Coleman.**

Mr. Coleman stated the estimate came in around \$600,000 dollars, the length was around a mile and three tenths. He was told the sidewalk had the same problem; it did not go anywhere but CTC could submit an application but still would not be a guarantee it would happen. Vice Chairman Branham motioned to give Mr. Coleman permission to apply for the Tap program for Craibrow and Quail Hollow, second by Councilman Wilson. Vote 5-0 to approve.
 - d. **Update on Baseball Alley- Rick Crap.**

LB Cannon stated Mr. Crap was detained in Columbia. Baseball Alley should be finished by the end of the week, they had already had the final inspection. Dr. Frederick stated there was an issue with the ADA parking for the disabilities building. Mr. Cannon stated that was outside of the scope of the original problem, the contractor did submit a bid to replace the parking areas. Public Works Director Robert Hall stated he thought Dennis Corporation failed to do a survey of the property that would show who owned what since the County did not own the Disabilities building. Once the job was completed the disability center approached him to ask what happened to the existing six to seven parking places that were taken up. Currently its grass and they want the County to put the parking spaces back, he had contacted Dennis Corp for them to come back with a price of how much it would be to install four parking spaces and correct drainage issues as well. Dr. Frederick asked who would cover the cost for the parking spaces. Mr. Cannon stated he would contact Lineberger to see what the cost would be to put

the parking spaces back and fix the drainage issue. He stated it was his understanding that the parking spaces and revisions would be addressed at that time.

e. Update on JA Cochran Bypass and Ashford Street Sidewalk installation. - Rick Crap.

Mr. Cannon stated DOT had done the final inspection, all items on the list had been corrected, the only thing that was missing from the projects was thermoplastic. That will be put down July 12th and the project would be 100 % complete.

f. Update on Deerbranch Road- Rick Crap.

Mr. Cannon stated Deerbranch was open and 100 % complete.

g. Update regarding Pedestrian Crossing Agreement at Railroad at Pizza Hut. Attorney Winters.

Attorney Winters stated the agreement was problematic, the agreement states the County would be responsible for every liability whether it's our fault or there's. Also, a \$365 dollar annually license fee, as well as paying for flaggers and barricades and other things. She could go back to the railroad and try to renegotiate which is sometimes difficult but would talk with Matt Gedney. Dr. Frederick ask Attorney Winters to contact Mr. Gedney and to bring the information back to Council.

4. New Business

a. Recommendation of Award for Britt Lane- Procurement Director Susan Cok.

Councilman Jordan motioned to award Martin & Son Contracting Inc in the amount of \$29,670.40 dollars, second by Councilman Vaughn. Vote 5-0 to approve.

b. Approval to the SCDOT in the amount of \$500.00 for dedication markers Christopher King, Sr. Memorial Highway Dedication Sign.- Interim Chairman Dr. Frederick.

Councilwoman Guy motioned to approve \$500 for dedication markers, second by Councilman Vaughn. Vote 5-0 to approve.

c. Request to Reimburse the Road Department for Road Maintenance from April 21, 2021 to June 18, 2021 in the amount of \$14,505.01 dollars. Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.

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

Time: 5:58 PM



Request For Change Order

DATE: 6/29/21

RCO NUMBER: #1

TO: Chester County

BASEBALL ALLEY REALIGNMENT AND

ATTN: Ricky Craps

PROJECT: IMPROVEMENTS

FROM: L. Moorefield

PROJECT NUMBER: C7.54-03

This is a request for additional work to resolve conflicts in the plans and specifications. Any change to the Contract, as a result of the response to the request below, will be addressed under separate cover.

REFERENCE:

Drawing sheet or spec. section number: Drawing C-08

Date Required: 6/28/21

Location in field: 2 drainage structures (in curve)

DESCRIPTION:

Change Order Request:

Cost to mobilize, modify 2 drainage structures, grade parking area, place and compact 6" stone and 2" asphalt and stripe

\$23,500.00

Contractor's Project Manager

Date

Signed

Response to Change Order Request:

Project Architect

Date

Signed

Chester County Roads
Public Works Recommendations Submitted by Public Works for Repaving in 2022

District	Road Name	Length in miles	Estimated Cost	Priority #	Scale	Houses	Category	Date Submitted
3	Barbers Creek Rd/Katie Ln	1.052	\$ 383,402.00	1	F	19	2	6/30/2020
3	Winne Hole Ln	0.200	\$ 90,238.00	2	F	6	2	4/27/2021
3	Stacie Ln	0.130	\$ 64,540.00	3	F	3	2	4/27/2021
3	Heather Hill Dr	0.070	\$ 58,885.00	4	F	3	2	4/27/2021
5	Hopps Rd	0.940	\$ 190,800.00	5	F	18	1	6/30/2020
5	Shoreview Dr	0.150	\$ 77,032.00	6	F	4	2	4/27/2021
3	Orr's Station Rd	0.740	\$ 198,590.00	7	F	16	2	4/27/2020
3	Pall Mall Rd	0.110	\$ 88,628.00	8	F	2	3	4/27/2020
3	Ballindam Rd	0.230	\$ 129,850.00	9	F	8	3	4/27/2021
3	Sunshine Ln	0.610	\$ 129,320.00	10	F	6	1	4/27/2021
1	Poverty Hollow Rd	0.330	\$ 127,624.00	11	F	9	2	7/9/2020
1	Lanksford Rd	0.330	\$ 120,098.00	12	F	9	2	7/9/2020
1	Knollwood Dr	0.280	\$ 120,157.00	13	F	4	2	4/27/2021
1	Kennington St	0.250	\$ 92,856.00	14	F	6	2	9/1/2020

County Commerical Roads

Category 1 Minor Patching and Resurfacing

Category 2 Major Patching and Resurfacing

Category 3 Rehabilitate Base and Resurface

Category 4 Dirt

Year of 2022

All estimated costs include construction costs and construction engineering and inspection							
District	Road Name	Length Miles	Estimated Cost	Priority	Scale	Category	Date Submitted
5	Oliphant Lake Rd	0.240	\$ 109,286.00	1	F	3	8/19/2020
3	Commerce Dr	0.380	\$ 204,792.00	2	D	3	8/19/2020
3	Commerce Dr Intersection	N/A	\$ 130,274.00	3	D	3	8/19/2020
5	Luscombe Ln/Cessna Dr	0.300	\$ 161,438.00	4	D	3	9/17/2020

SCDOT Roads

- Category 1 Minor Patching and resurfacing
- Category 2 Major Patching and resurfacing
- Category 3 Rehabilitate base and resurface
- Category 4 Dirt

Year of 2022

All estimated costs include construction and construction engineering and inspection								
District	Road Name	Length in miles	Estimated Cost	Priority #	Scale	Houses	Category	Date Submitted
4	Pilgrim Rd S-840 **	4.130	\$ 2,096,388.29	1	F	66	3	10/28/2020
1	Hicklin Bridge Rd S-326	1.490	\$ 828,732.00	2	F	31	2	5/25/2021
1	Starnes Rd S-34	2.800	\$ 1,632,376.00	3	F	29	3	5/25/2021
1	Jordan Rd S-526	0.070	\$ 66,602.00	4	F	6	3	5/25/2021
1	Edwards Rd S-520	0.760	\$ 218,458.00	5	F	4	2	4/27/2021
4	Armenia Rd S-29	6.680	\$ 3,763,530.00	6	D	68	3	10/28/2020
3	Wellridge Rd S-295	3.850	\$ 2,226,000.00	7	D	49	3	6/30/2020
4	Quinn Rd S-142	1.880	\$ 1,047,704.00	8	D	27	3	10/28/2020
5	Wylie Rd S-323	0.700	\$ 361,672.00	9	D	12	3	10/28/2020
1	Theodore Rd S-499	0.380	\$ 238,825.00	10	D	11	3	7/20/2021
2	Dearborn St S-20	0.670	\$ 715,500.00	11	D	7	3	10/19/2020

**1/2 of Pilgrim Rd approved for SCDOT joint venture 2022

County Roads

Category 1 Minor Patching and resurfacing

Category 2 Major Patching and resurfacing

Category 3 Rehabilitate base and resurface

Category 4 Dirt

Year of 2022

All estimated costs include construction, and construction engineering and inspection								
District	Road Name	Length in miles	Estimated Cost	Priority #	Scale	Houses	Category	Date Submitted
3	Barbers Creek Rd/ Katie Ln	1.050	\$ 383,402.00	1	F	19	2	6/30/2020
5	Hopps Rd	0.940	\$ 190,800.00	2	F	18	1	6/30/2020
3	Orr's Station Rd	0.740	\$ 198,590.00	3	F	16	2	4/27/2021
1	Poverty Hollow Rd	0.330	\$ 127,624.00	4	F	9	2	7/9/2020
1	Lanksford Rd	0.330	\$ 120,098.00	5	F	9	2	7/9/2020
3	Ballindam Rd	0.230	\$ 129,850.00	6	F	8	3	9/1/2020
6	Rice St	0.120	\$ 49,728.00	7	F	8	2	6/28/2021
3	Winne Hole Ln	0.200	\$ 90,238.00	8	F	6	2	4/27/2021
3	Sunshine Ln	0.610	\$ 129,320.00	9	F	6	1	9/1/2020
1	Kennington St	0.250	\$ 92,856.00	10	F	6	2	9/1/2020
6	Lockshire St	0.130	\$ 64,519.00	11	F	6	2	6/28/2021
2	Tate Dr	0.370	\$ 127,200.00	12	F	5	3	7/9/2020
5	Shoreview Dr	0.140	\$ 77,032.00	13	F	4	2	4/27/2021
1	Knollwood Dr	0.280	\$ 120,157.00	14	F	4	2	4/27/2021
2	Hall St	0.120	\$ 42,400.00	15	F	4	3	8/25/2021
3	Stacie Ln	0.130	\$ 64,540.00	16	F	3	2	4/27/2021
3	Heather Hill Dr	0.070	\$ 58,885.00	17	F	3	2	4/27/2021
3	Pall Mall Rd	0.110	\$ 88,628.00	18	F	2	3	4/27/2021
2	Appaloosa Ridge Rd	0.570	\$ 158,364.00	19	D	40	1	9/1/2020
5	Golden Maple Ln	0.380	\$ 206,709.00	20	D	29	2	3/16/2021
1	Blade Run Rd	0.460	\$ 257,474.00	21	D	27	2	8/21/2020
1	Foxcroft Dr	0.560	\$ 256,732.00	22	D	17	3	8/21/2020
4	Rocky Creek Rd	1.850	\$ 567,630.00	23	D	17	3	7/9/2020
1	Raxter Rd	0.330	\$ 145,856.00	24	D	13	2	9/1/2020
1	Secret Dr	0.260	\$ 110,240.00	25	D	8	4	7/15/2020
3	Midway Rd	0.300	\$ 116,282.00	26	D	8	2	6/30/2020
3	Antler Dr	0.470	\$ 127,624.00	27	D	8	2	9/1/2020
3	Partridge Ln	0.200	\$ 103,350.00	28	D	7	3	8/21/2020
4	Going Rd(populated section only)	0.340	\$ 140,430.00	29	D	7	4	7/9/2020
3	Snelgrove Rd	0.600	\$ 166,950.00	30	D	7	2	9/1/2020
4	Old Pavilion Rd	0.380	\$ 140,768.00	31	D	6	2	6/30/2020
5	Hosea Strong Rd	1.050	\$ 199,386.00	32	D	6	2	9/1/2020
2	Cripple Creek Rd	0.130	\$ 99,110.00	33	D	5	3	7/9/2020
5	Nancys Pl	0.240	\$ 103,138.00	34	D	5	2	9/1/2020
4	J Dodds Rd	0.210	\$ 78,970.00	35	D	4	4	10/27/2020
3	West Pinewood Rd	0.430	\$ 186,666.00	36	C	21	3	8/25/2021

The Following roads are under contract and were removed from the List

District	Road Name	Date Submitted	Comments
3	Bernice Ln	2/28/2021	Under Contract
1	Bentwood Ln	2/28/2021	To be Paved By SCDOT in 2021
5	Cold Stream Cir	2/28/2021	Under Contract
1	Crows Nest Dr	2/28/2021	Under Contract
5	Debruhl Rd	2/28/2021	Under Contract
1	Forest Brook Dr	2/28/2021	To be Paved By SCDOT in 2021
1	J Bass Dr	2/28/2021	Under Contract
5	Joe Caldwell Rd	2/28/2021	Under Contract - Paved
3	Landfill Rd	2/28/2021	Under Contract - Paved
5	Minter Rd	6/30/2021	Approved for 2022 resurfacing SCDDOT Joint venture
4	Mt Pleasant Church Rd(remainder)	10/27/2020	To be paved by SCDOT in 2021
1	Shirley Rd	3/31/2021	To be Reclaimed by SCDOT in 2021 and Paved by CTC
5	SouthPaw Ln	2/28/2021	Under Contract
1	Timber Ridge Rd	2/28/2021	To be Paved By SCDOT in 2021

Gateway

Minutes

CHESTER COUNTY GATEWAY DISTRICT STEERING COMMITTEE MEETING

AUGUST 4, 2021

Steering Committee Members Present

Sylvia Jennings, Chair
John Agee, Vice Chair
Bhavin Patel, Secretary
Bruce Brumfield, Founders Federal Credit Union
Hal Crenshaw, The Crenshaw Company
Herby Lutz, Select Sires
Jason Stewart, Chester County Natural Gas
Jim Bennett, Spratt Savings and Loan
Fred Castles, Chester Metropolitan District

Steering Committee Members Absent

Tony Pope, First Citizens Bank
Walt Whitman, MCON Construction

Others Present

Steve Allen, Catawba Regional COG
Robert Long, Chester County Economic Development
Lawanna Thompson, Chester County Economic Development

The meeting was called to order via Zoom and in person at 10:00am by Sylvia Jennings, Chair, and she welcomed the Steering Committee members.

Ms. Jennings then asked for a motion to the May 11, 2021, minutes to be approved. The motion was made by Hal Crenshaw to accept the May 11, 2021, minutes as information and seconded by Bruce Brumfield. Motion carried.

Old Business

- A. Sidewalk discussion-Per Robert Long no action was taken of this matter. To discuss at the September meeting Robert to get a new cost estimate to take to County Council because the one that was already done was about to expire.
- B. Exit 65 bridge project discussion-The cost estimate proved by Tony Pope was from TJC Construction that was for under \$100,000. Robert Long talked with Tommy Darby, Chester County Treasurer said that C-funds could be used for this project. Robert Long will present this action item to Chester County Council on August 16, 2021, council meeting. The motion was made by Fred Castles to go ahead and present this action item to council and seconded by Jim Bennett. Motion carried.

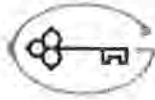
New Business

- A. Attendance Policy discussion-Ms. Sylvia said that the committee need to take a stand on this policy.
- B. Remote Attendance Policy-Same as the Attendance Policy.
- C. Clarification language for Enabling Act-. Recommendations that the Planning Commission look at the Enabling Act for the Chester County Steering Committee for the right wording to be clear on who can serve on the committee because it was stated that you must live in Chester County to be on the committee. The motion was made by Herby Lutz to get the Chester County Planning Commission to look at the Enabling Act and seconded by John Agee. Motion carried. Abstained from the vote was Hal Crenshaw, Bhavin Patel and Bruce Brumfield because they are not residents of Chester County but are business owners. Voted-Fred Castles, Robert Long, John Agee, Herby Lutz, Jason Stewart and Sylvia Jennings.
- D. New Master Plan items to Focus on-Recommendations that the road-Commerce Drive to be fixed. Example: Curbing, paving, sidewalks and gusting.

Other discusses

Get a printed copy of The Gateway Master Plan to members.

How much of Exit 65 corridor is maintain by the County. Ms. Sylvia said that she talked to Mike Moss, DOC about the care removal of the pine trees at the exit and he said that the debris that was left need to be picked up before they can cut the grass in that space. Also, the committee would like to get so of the Chester County Council to attend these meeting. There being no further business and no committee reports at this time the meeting was motioned by Hal Crenshaw to adjourn this meeting and seconded by Fred Castles. Motion carried.



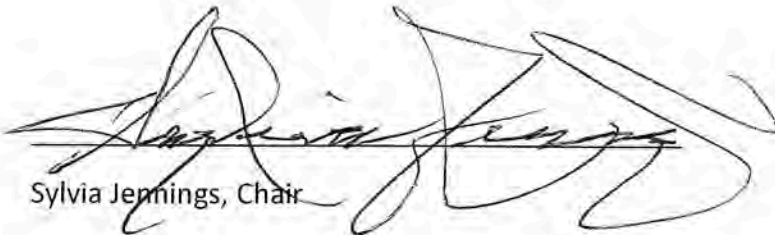
Gateway

MEMORANDUM

TO: Chester County Council
FROM: Gateway Steering Committee
DATE: 8/4/21
RE: Recommendation – Exit 65 Bridge Project

The Gateway Steering Committee voted 9-0 (2 absent, 2 vacancies) at the meeting held on Wednesday, August 4, 2021, to recommend to County Council that the Exit 65 bridge be repainted. Exit 65 is often the first entry that visitors have into Chester County. After decades of neglect the paint is faded, missing, and peeling. This bridge needs repainting to provide a positive impression of Chester County. We received a cost estimate from TJC Painting Contractors, Inc. of Chester to 1.) Surface prep, apply rust penetrating primer/sealer coat to prime exterior beam facias, 2.) Apply a SCDOT approved NS2 acrylic topcoat to closely match the existing green, 3.) Apply a biocide to kill/inhibit mold and mildew for the concrete barrier rails, substructure, and wing walls, 4.) Surface prep and apply concrete coating to the barrier rails, substructure, wing walls at abutments, and 5.) Provide all traffic control, labor, materials, access equipment required to perform the work. The cost estimate is \$98,975.50.

We have discussed funding for this project with County Treasurer Tommy Darby. He suggested that "C" Funds could be used to complete this work. The Gateway Steering Committee recommends that County Council move forward with this Exit 65 Bridge Project utilizing the County's normal procurement process.



Sylvia Jennings, Chair



TJC PAINTING CONTRACTORS, INC.
 P.O. BOX 918
 Chester, SC 29706
 Ph. 803-385-0092 Fax 803-385-0096
 email terry.doyle@tjcpainting.com

DATE: August 6, 2021

a SCDOT DBE Contractor TO: Chester County, SC c/o Dr. Wylie Frederick

QUOTE for Painting of structural steel fascia beams & concrete barrier rails and substructure

PROJECT/LOCATION Hwy 9 over I-77 Interchange Aesthetics package Chester Co.

DESCRIPTION: Surface prep & application of rust penetrating primer and topcoats to (4) exterior steel beams
Surface prep & application of Final finish coating to barrier rails & concrete substructure

PAINT SYSTEM AND COLOR NUMBER SCDOT QPL System COLORS Concrete FS # 17778 Steel Green

1. Surface prep & application of rust penetrating primer/sealer coat to prime exterior beam fascias
2. Application of SCDOT approved sytem NS2 acrylic enamel topcoats to closely match existing Green
3. Application of Biocide to kill/inhibit mold/mildew for concrete barrier rails, substructure, wing walls
4. Surface prep & application of concrete coating to Barrier rails, substructure, wing walls at abutments
5. Provide all Traffic control, labor, materials, access equipment required for all quoted work performed. \$98,975.00

* 1 mob in/out included in price, any additional mobilizations \$ 3,000.00

PLEASE NOTE THE FOLLOWING:

1. These prices do not include bond, or repair of damaged coatings caused by others (i.e. pointing & patching, crack repair, deck repair or preparation of surfaces for coating).
 In the event of graffiti vandalism "tagging", Chester Co. is responsible costs for TJC to perform corrective work to restore surfaces regardless if the damage occurs Pre or post-coating application work.
2. Please allow retainage held in lieu of bond. TJC subs all of its contracts and currently uses no surety bonding at this time
3. In the event that remedial concrete work is required by TJC, this additional work shall be charged at a rate of \$ 250.00/crew hour rate of \$ 250/hr to include: Labor, tools, equipment, lodging, overhead, Materials not included. The need for extra work will be acknowledged and verified with Chester Co. rep in the field prior to corrective action. If the County self performs the corrective work and delays/impedes TJC's progress. TJC reserves the right to charge standby rates of \$250/hr for associated crew costs.
4. TJC must be allowed to complete its scope of work within the originally scheduled timeframe. If winter work is required, allowances must be given for cold weather delays. TJC will not be held financially responsible for performance of others in regard to substantial completion and/or liquidated damages. TJC must be afforded the time originally proposed and scheduled to complete its scope of work regardless of LD's. In the event the schedule demands acceleration (not due to TJC), cost allowances shall be paid by Chester Co. to meet schedule demands (i.e. additional manpower, labor overtime, weekend lodging, additional equipment, rentals, etc. to meet the modified schedule dates
5. The quoted prices are held for 6 months from date of this quote. Beyond that, allow 4% escalation per year for cost increases.
6. TJC shall not waive it's right to subrogation in regards to WC insurance. If Subrogation waiver is required, allow for extra cost to provide the subrogation waiver.

 Prime Contractor

 Signature

 Date

TJC Painting Contractors, Inc.

Karen Doyle

 Karen Doyle

 8/6/2021

 Date

Please fax the signed quote to our office at 803-385-0096
Please call our office should you have any questions 803-385-0092
This quote void if not returned in 30 days.

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

P.O. DRAWER 580

CHESTER, SC 29706

DATE: August 30, 2021

TO: CHESTER COUNTY TRANSPORTATION COMMITTEE

FROM: KATIE FISCHER, CHESTER COUNTY RECYCLING DIRECTOR

RE: REIMBURSEMENT FOR SIGN MATERIALS

Dear CCTC Members,

Please reimburse the following accounts (301-000-5218) for sign materials purchased from May 2021 to August 2021. The total amount for this period is:

\$3422.03

Thank you,



Katie Fischer

Chester County Recycling Director

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: 39341
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
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 30.
PLEASE FORWARD A COPY OF YOUR SOUTH CAROLINA RESALE TAX CERTIFICATE TO
ACCOUNTSPAYABLE@CHESTERCOUNTY.ORG

Order Date: 06/10/2021 Date Required: Ship Via:

Quantity	U/M	Catalog No	Description	Unit Price	Total
1.00			Sign Supplies Quote#: 61554	3,168.5500	3,168.55

See Attached List

SubTotal	3,168.55
Sales Tax	253.48
Order Total	3,422.03

Requested By: Robert Hall

Account Distribution

<u>REVIEWED BY</u>	<u>APPROVED BY</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
kfisher	kfisher	301-000-5218	SPECIALIZED DEPT EXPEI	3,422.03

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%.

7/9/21 - called to find invoice.
RH

Mike - move this PO
forward

* waiting on materials

Authorized Signature: _____

RH

4S SIGN & SUPPLY, INC.

GAFFNEY, SC 29342
 PHONE 1-800-898-7867 FAX 1-888-326-0185
 156 BEAVER PARK DRIVE

INVOICE

DATE	INVOICE #
7/30/2021	124450

BILL TO
CHESTER COUNTY P. O. BOX 580 CHESTER, SC 29706 * ***EMAIL INVOICES***

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

Visit Us On The Web At www.4ssign.com

P.O. NO.	TERMS	DUE DATE	SHIP DATE	REP:	SHIP VIA	FOB	WO#
39341	Net 30	8/29/2021	7/30/2021	T	DELIVERED	SHIPPING PT.	61554
ITEM	DESCRIPTION			QTY	RATE	AMOUNT	
EXT186SBEDS	18" X 6" EXTRUDED, SHEETED BLANK, GREEN EG, 2/S:			80	9.00	720.00T	
EXT246SBEDS	24" X 6" EXTRUDED SHEETED BLANK, GREEN EG, 2/S			25	12.05	301.25T	
EXT366SBEDS	36" X 6" EXTRUDED SHEETED BLANK, GREEN EG, 2/S			25	17.00	425.00T	
PCRE5	ROUND POST CAP, EXTRUDED, 5 1/2" SLOT			75	6.60	495.00T	
SCE5	SIGN-TO-SIGN CROSS, EXTRUDED, 5 1/2" SLOT			25	6.30	157.50T	
APP TAPE-PA	ROLL APPLICATION TAPE, PAPER			6	29.70	178.20T	
	THE FOLLOWING SHIPPED SEPARATELY						
SEG	30" X 50 YD WHITE SEG REFLECTIVE SHEETING			1	545.10	545.10T	
SEG	6.5" X 50 YD WHITE SEG REFLECTIVE SHEETING			3	115.50	346.50T	
	SUBTOTAL					3,168.55	
	* SC 8% SALES TAX				8.00%	253.48	

[Handwritten Signature]
 254917

THANK YOU SO MUCH-YOUR PATRONAGE IS GREATLY APPRECIATED-NO RETURN POLICY IN EFFECT FOR ALL SIGNS!	Total	\$3,422.03
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Pick Ticket 3
 PB# 4888152
 SG# 15590256 6/11/21 1
 JARRETT 877-392-9809

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

CHESTER COUNTY RECYCLE DEPT
 2605 DAWSON DR
 CHESTER SC 29706-5115

Bill Ref 2166890 ORD# 26620052-02 Bin# Whse OWN Zone 3
 2166890 13648639 RUS 21227
 CRM X 7/28/21

***** PREVIOUSLY SHIPPED *****
 ** 6 EA RGT06 6.5"x100yds BriteLine+ Application Tap

75 EA BA7 5 1/2" BRACKET/P-POST TO EXTR BLADE
 75 Location: EH01-006
 INCLUDES (6) SET SCREWS IN LOC. 2636

25 EA BA7A 5 1/2" BRACKET CRSSPC/EXTR TO EXTR BLA
 25 Location: EH01-010
 INCLUDES (4) SET SCREWS IN LOC. 2636

80 EA MANUFACTURED B1806EXGGR2S00018"x 6"-EXT-EG--GR-2S-SC-NH
 80 Location: 001
 WIDTH: 18
 HEIGHT: 6
 THICKNESS: EXTRUDED
 FINISH: EG
 COLOR: GREEN
 # OF SIDES: 2
 RADIUS: SQUARE
 HOLE PLACEMENT: 0
 HOLE DIAMETER: 0
 HOLE INSET: 0

25 EA MANUFACTURED B2406EXGGR2S00024"x 6"-EXT-EG--GR-2S-SC-NH
 25 Location: 001
 WIDTH: 24"
 HEIGHT: 6"
 THICKNESS: EXTRUDED

Continued on next page



015590256

Pick Ticket
PB# 4888152

SG# 15590256 6/11/21

JARRETT 877-392-9809

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

CHESTER COUNTY RECYCLE DEPT
2605 DAWSON DR
CHESTER SC 29706-5115

Bill Ref 2166890 ORD# 26620052-02 Bin# Whse OWN Zone 3
2166890 13648639 RUS 21227
CRM X 7/28/21

FINISH: EG
COLOR: GREEN
OF SIDES: 2
RADIUS: SQUARE
HOLE PLACEMENT: 0
HOLE DIAMETER: 0
HOLE INSET: 0

25 EA MANUFACTURED
25

B3606EXGGR2S00036"x 6"-EXT-EG--GR-2S-SC-NH
Location: 001
WIDTH: 36"
HEIGHT: 6"
THICKNESS: EXTRUDED

FINISH: EG
COLOR: GREEN
OF SIDES: 2
RADIUS: SQUARE
HOLE PLACEMENT: 0
HOLE DIAMETER: 0
HOLE INSET: 0

QuoteNumber: 651331-1

2 WGT: 413.750

FREIGHT BILL NO. I611568468

DATE 07/29/21 PAGE 2/2

APPT

REMIT TO:
P.O. BOX 271
WILMINGTON, OH
45177-0271

R&L CARRIERS 800-543-5589
R&L GLOBAL 888-706-3589
R&L TRUCKLOAD 877-510-9133



One Call-One Carrier. RLCarriers.com

SERVICES BELOW MAY REQUIRE ADDITIONAL CHARGES: <input checked="" type="checkbox"/> CHECK BOX & INITIAL		ORIGINATING TERMINAL	DESTINATION TERMINAL	LOADED ON	FREIGHT TERMS	
<input type="checkbox"/> UFTGATE	<input type="checkbox"/> INSIDE DELIVERY	<input type="checkbox"/> LIMITED ACCESS (RESIDENTIAL)	STL/AREA 145	COL/AREA 89A	COL OE3541	PREPAID
<input type="checkbox"/> SORT/SEGREGATE	<input type="checkbox"/> DETENTION	(TIME IN TIME OUT)	B/L NO. 002959594	PICK-UP SF1636		

BILL TO	SIGORR GRIMCO INC / JARRETT LOG 1347 N MAIN ST ORRVILLE OH 44667	SHIPPER	000039 4S SIGN & SUPPLY 202 SOUTH L&D DRIVE OWENSVILLE MO 65066	CONSIGNEE	CHESTER COUNTY RECYCLE DEP 2605 DAWSON DR CHESTER SC 29706
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NO.	PIECES	PKGS.	TYPE	HM	DESCRIPTION OF ARTICLES	WEIGHT / LB	RATE	PREPAID	COLLECT
1					1 SKID STC 10 PCS FOR URGENT SHIPMENTS, OUR EXPEDITED INTERNATIONAL AND SUPPLY CHAIN SOLUTION	336			

CUSTOMER COPY

Joe R...

FOR URGENT SHIPMENTS, OUR EXPEDITED SERVICE WILL FIT YOUR INDIVIDUAL NEEDS

Collect This Amount

COL18 11 APPT 08/03 1200P-0400P

FREIGHT BILL NO. I611568468

DATE 07/29/21 PAGE 1/2

APPT

REMIT TO:
P.O. BOX 271
WILMINGTON, OH
45177-0271

R&L CARRIERS 800-543-5589
R&L GLOBAL 888-706-3589
R&L TRUCKLOAD 877-510-9133



One Call-One Carrier. RLCarriers.com

SERVICES BELOW MAY REQUIRE ADDITIONAL CHARGES: <input checked="" type="checkbox"/> CHECK BOX & INITIAL		ORIGINATING TERMINAL	DESTINATION TERMINAL	LOADED ON	FREIGHT TERMS
<input type="checkbox"/> LIFTGATE	<input type="checkbox"/> INSIDE DELIVERY	<input type="checkbox"/> LIMITED ACCESS (RESIDENTIAL)	STL/AREA 145	COL/AREA 89A	COL. 083541
<input type="checkbox"/> SORT/SEGREGATE	<input type="checkbox"/> DETENTION	(TIME IN TIME OUT)	B/L NO. 002959594	PICK-UP SF1636	PREPAID

BILL TO	SIGORR GRIMCO INC / JARRETT LOG 1347 N MAIN ST ORRVILLE OH 44667	SHIPPER	000039 4S SIGN & SUPPLY 202 SOUTH L&D DRIVE OWENSVILLE MO 65066	CONSIGNEE	CHESTER COUNTY RECYCLE DEP 2605 DAWSON DR CHESTER SC 29706
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NO. PIECES	PKG. TYPE	HM	DESCRIPTION OF ARTICLES	WEIGHT / LB	RATE	PREPAID	COLLECT
1			***MUST HAVE APPOINTMENT BEFORE DELV*** ITEM 013700 SIGN BLANKS FUEL SURCHARGE BOL READS... RECYCLE DEPT SHIPPER# 2959594 ORDER NUMBER# 26620052 ****SHIPPER LOAD & COUNT**** SHIPPERS PHONE # 800 542 9941 INSPECT CONTENTS BEFORE SIGNING - REFUSE IF DAMAGED *IF ANY QUESTIONS OR PROBLEMS W/DELIVERY CALL 877 392 9809	336			

CUSTOMER COPY

CHARGES

Collect This Amount

4S SIGN & SUPPLY, INC.

P. O. BOX 393 * GAFFNEY * SC * 29342

Phone 800-898-7867

Fax 888-326-0185

QUOTATION 61554



PLEASE SUPPORT OUR TROOPS

TO: CHESTER COUNTY, SC

ATTN: KATIE

FROM: MIKE

DATE: 6/9/2021

PO#: DATE:

QUOTE IN EFFECT FIFTEEN (15) DAYS * ANY CHANGES IN QUANTITY MUST BE RE-QUOTED

Estimated Shipping Date 10-14 WORKING DAYS	Shipped Via BEST WAY	FOB Point DELIVERED	Terms NET 30	Visit us at www.4ssign.com
Quantity	Description		Unit Price	Amount
80	18X6XEXTRUDED GREEN EG SHEETED BLANKS (2S)		\$ 9.00	\$ 720.00
25	24X6XEXTRUDED GREEN EG SHEETED BLANKS (2S)		\$ 12.05	\$ 301.25
25	36X6XEXTRUDED GREEN EG SHEETED BLANKS (2S)		\$ 17.00	\$ 425.00
75	POST CAP/ROUND/EXTRUDED/5.5"		\$ 6.60	\$ 495.00
25	SIGN TO SIGN CROSS/EXTRUDED/5.5"		\$ 6.30	\$ 157.50
1	30"X50YD ROLL WHITE SEG REFLECTIVE		\$ 545.10	\$ 545.10
3	6"X50YD ROLLS WHITE SEG REFLECTIVE		\$ 115.50	\$ 346.50
6	✓ 6.5"X100YD ROLLS PAPER APPLICATION TAPE		\$ 29.70	\$ 178.20
				\$ -
				\$ -
	THIS IS A DELIVERED PRICE. WITH THE SHORTAGE			\$ -
	OF EXTRUDED SIGN BLANKS, THIS MAY TAKE A			\$ -
	LITTLE LONGER THAN THE 10-14 DAY DELIVERY.			\$ -
				\$ -
			SUB TOTAL	\$ 3,168.55
			SC TAX	\$ 253.48
			** FREIGHT	
			TOTAL	\$ 3,422.03

THANK YOU FOR THE OPPORTUNITY TO SUBMIT PRICING.
PLEASE CALL AT ANY TIME WITH QUESTIONS OR IF WE CAN
BE OF ADDITIONAL SERVICE IN ANY WAY.

Mike Spearman

**** FREIGHT PRICE CLAUSE ****

ALL FREIGHT QUOTED TO CUSTOMERS IS SUBJECT TO CHANGE AFTER A 24 HOUR PERIOD. DUE TO THE DAILY FLUCTUATION IN PRICE QUOTATIONS WE RECEIVE FROM VARIOUS CARRIERS, IT HAS BECOME NECESSARY TO IMPLEMENT THIS POLICY OF POSSIBLE CHANGE IN FREIGHT CHARGES.

Total # of pages including this page ___1___. If you do not receive all pages, please call.



Chester County, South Carolina

Roads Department
Post Office Drawer 580
Chester, SC 29706

August 30, 2021

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County road maintenance materials purchased from July 6, 2021 to August 12, 2021.

The total amount for this period is \$19,652.96.

Regards,

Randy Hall

Roads Department Supervisor

CFunds Reimbursements from July 9, 2021 to August 12, 2021

GRAND TOTAL				\$15,855.89	\$1,008.06	\$1,109.93	\$169.66	\$16,965.82	\$17,135.48
District	Ticket No.	Road	Date	Amount	Tons	7 % Tax	1% Sales Tax Paid to SC	Invoice Amount	Grand Total
3	627033394	Saye Pl	7/9/2021	\$219.64	14.170	\$15.37	\$2.20	\$235.01	
3	627033436	Saye Pl	7/9/2021	\$208.94	13.480	\$14.63	\$2.09	\$223.57	
3	627033826	Quail Hollow Cir	7/14/2021	\$221.96	14.320	\$15.54	\$2.22	\$237.50	
3	627033918	Waters Rd	7/15/2021	\$232.19	14.980	\$16.25	\$2.32	\$248.45	
3	627033920	Waters Rd	7/15/2021	\$231.11	14.910	\$16.18	\$2.31	\$247.28	
3	627033936	Waters Rd	7/15/2021	\$235.76	15.210	\$16.50	\$2.36	\$252.26	
3	627033937	Waters Rd	7/15/2021	\$239.32	15.440	\$16.75	\$2.39	\$256.07	
3	627033990	Waters Rd	7/16/2021	\$254.67	16.430	\$17.83	\$2.55	\$272.49	
3	627034010	Waters Rd	7/16/2021	\$247.69	15.980	\$17.34	\$2.48	\$265.05	
3	627034029	Waters Rd	7/16/2021	\$243.82	15.730	\$17.07	\$2.44	\$260.88	
3	627024051	Waters Rd	7/16/2021	\$236.22	15.240	\$16.54	\$2.36	\$252.76	
3	627024071	Waters Rd	7/16/2021	\$239.48	15.450	\$16.76	\$2.39	\$256.24	
3	627034090	Waters Rd	7/16/2021	\$236.84	15.280	\$16.58	\$2.37	\$253.42	
3	627034678	Waters Rd	7/23/2021	\$221.34	14.280	\$15.49	\$2.21	\$236.83	
3	627034706	Waters Rd	7/23/2021	\$230.18	14.850	\$16.11	\$2.30	\$246.29	
3	627034742	Waters Rd	7/23/2021	\$232.66	15.010	\$16.29	\$2.33	\$248.94	
3	627024750	Waters Rd	7/23/2021	\$230.02	14.840	\$16.10	\$2.30	\$246.15	
3	627024765	Waters Rd	7/23/2021	\$247.07	15.940	\$17.29	\$2.47	\$264.36	
3	627034779	Waters Rd	7/23/2021	\$215.61	13.910	\$15.09	\$2.16	\$230.70	
3	627034793	Waters Rd	7/23/2021	\$257.30	16.600	\$18.01	\$2.57	\$275.31	
3	627024805	Waters Rd	7/23/2021	\$229.87	14.830	\$16.09	\$2.30	\$245.96	
3	627024815	Waters Rd	7/23/2021	\$243.04	15.680	\$17.01	\$2.43	\$260.05	
3	627024824	Waters Rd	7/23/2021	\$236.07	15.230	\$16.52	\$2.36	\$252.59	
3	627025061	Waters Rd	7/26/2021	\$241.34	15.570	\$16.89	\$2.41	\$258.24	
3	627035076	Waters Rd	7/26/2021	\$235.91	15.220	\$16.51	\$2.36	\$252.42	
3	627035261	Waters Rd	7/28/2021	\$243.20	15.690	\$17.02	\$2.43	\$260.23	
3	627035262	Waters Rd	7/28/2021	\$239.94	15.480	\$16.80	\$2.40	\$256.74	
3	627035285	Waters Rd	7/28/2021	\$241.80	15.600	\$16.93	\$2.42	\$258.73	
3	627024175	Waters Rd	7/28/2021	\$234.36	15.120	\$16.41	\$2.34	\$250.77	
3	627035303	Waters Rd	7/28/2021	\$242.89	15.670	\$17.00	\$2.43	\$259.89	
3	627035304	Waters Rd	7/28/2021	\$247.07	15.940	\$17.29	\$2.47	\$264.36	
3	627035315	Waters Rd	7/28/2021	\$212.04	13.680	\$14.84	\$2.12	\$226.88	
1	627035816	Lisa Ln	8/2/2021	\$238.55	15.390	\$16.70	\$2.39	\$255.24	
1	627035858	Lisa Ln	8/2/2021	\$221.65	14.300	\$15.52	\$2.22	\$237.17	

CFunds Reimbursements from July 9, 2021 to August 12, 2021

GRAND TOTAL				\$15,855.89	\$1,008.06	\$1,109.93	\$169.66	\$16,965.82	\$17,135.48
District	Ticket No.	Road	Date	Amount	Tons	7 % Tax	1% Sales Tax Paid to SC	Invoice Amount	Grand Total
1	627035891	Lisa Ln	8/2/2021	\$206.77	13.340	\$14.47	\$2.07	\$221.25	
1	627036090	Lisa Ln	8/4/2021	\$215.76	13.920	\$15.10	\$2.16	\$230.86	
1	627025117	Lisa Ln	8/4/2021	\$206.62	13.330	\$14.47	\$2.07	\$221.09	
1	627036151	Johnny's Cir	8/4/2021	\$218.55	14.100	\$15.30	\$2.19	\$233.85	
1	627036258	Howze Rd	8/5/2021	\$227.23	14.660	\$15.91	\$2.27	\$243.14	
1	627036285	Johnny's Cir	8/5/2021	\$230.95	14.900	\$16.17	\$2.31	\$247.12	
1	627036324	Johnny's Cir	8/5/2021	\$447.68	13.990	\$31.34	\$4.48	\$479.02	
1	627036398	Goodplace Dr	8/6/2021	\$248.93	16.060	\$17.43	\$2.49	\$266.36	
1	627036448	Goodplace Dr	8/6/2021	\$252.34	16.280	\$17.66	\$2.52	\$270.00	
1	627036564	Augusta Rd	8/9/2021	\$254.82	16.440	\$17.84	\$2.55	\$272.66	
1	627036627	Augusta Rd	8/9/2021	\$262.73	16.950	\$18.39	\$2.63	\$281.12	
1	627036659	Augusta Rd	8/9/2021	\$199.02	12.840	\$13.93	\$1.99	\$212.96	
1	627036700	Augusta Rd	8/9/2021	\$248.00	16.000	\$17.36	\$2.48	\$265.36	
1	627036789	Augusta Rd	8/10/2021	\$247.07	15.940	\$17.29	\$2.47	\$264.36	
1	627036791	Augusta Rd	8/10/2021	\$246.61	15.910	\$17.26	\$2.47	\$263.87	
1	627036831	Augusta Rd	8/10/2021	\$239.94	15.480	\$16.80	\$2.40	\$256.74	
1	627036832	Augusta Rd	8/10/2021	\$250.64	16.170	\$17.54	\$2.51	\$268.18	
1	627036879	Caulderwood Ln	8/10/2021	\$246.76	15.920	\$17.27	\$2.47	\$264.05	
1	627036880	Caulderwood Ln	8/10/2021	\$249.09	16.070	\$17.44	\$2.49	\$266.52	
4	627030717	Goings Rd	8/11/2021	\$237.93	15.350	\$16.65	\$2.38	\$254.58	
4	627037019	Goings Rd	8/11/2021	\$252.50	16.290	\$17.67	\$2.52	\$270.17	
4	627037049	Goings Rd	8/11/2021	\$219.48	14.160	\$15.36	\$2.19	\$234.84	
4	627037050	Goings Rd	8/11/2021	\$229.56	14.810	\$16.07	\$2.30	\$245.64	
4	627037079	Goings Rd	8/11/2021	\$246.61	15.910	\$17.26	\$2.47	\$263.87	
4	627037080	Goings Rd	8/11/2021	\$252.34	16.280	\$17.66	\$2.52	\$270.00	
4	627037108	Goings Rd	8/11/2021	\$247.07	15.940	\$17.29	\$2.47	\$264.36	
4	627037109	Goings Rd	8/11/2021	\$244.90	15.800	\$17.14	\$2.45	\$262.04	
4	627037202	Goings Rd	8/12/2021	\$241.80	15.600	\$16.93	\$2.42	\$258.73	
4	627037203	Goings Rd	8/12/2021	\$251.26	16.210	\$17.59	\$2.51	\$268.84	
4	627037225	Goings Rd	8/12/2021	\$242.11	15.620	\$16.95	\$2.42	\$259.06	
4	627037226	Goings Rd	8/12/2021	\$253.58	16.360	\$17.75	\$2.54	\$271.33	
4	627037248	Goings Rd	8/12/2021	\$247.69	15.980	\$17.34	\$2.48	\$265.03	

4S SIGN & SUPPLY, INC.

GAFFNEY, SC 29342
 PHONE 1-800-898-7867 FAX 1-888-326-0185
 156 BEAVER PARK DRIVE

INVOICE

DATE	INVOICE #
7/15/2021	124343

BILL TO
CHESTER COUNTY P. O. BOX 580 CHESTER, SC 29706 * ***EMAIL INVOICES***

SHIP TO
* * * * * ****CUSTOMER PICK-UP****

Visit Us On The Web At www.4ssign.com

P.O. NO.	TERMS	DUE DATE	SHIP DATE	REP:	SHIP VIA	FOB	WO#
39678	Net 30	8/14/2021	7/15/2021	T	PICK-UP	SHIPPING PT.	61676
ITEM	DESCRIPTION			QTY	RATE	AMOUNT	
F186SBPSS	18" X 6" X .080 SHEETED BLANK, FLAT, BLUE HIP, 1/S			20	5.95	119.00T	
F246SBPSS	24" X 6" X .080 SHEETED BLANK, FLAT, BLUE HIP, 1/S			20	7.75	155.00T	
F306SBPSS	30" X 6" X .080 SHEETED BLANK, FLAT, BLUE HIP, 1/S			20	9.50	190.00T	
F366SBPSS	36" X 6" X .080 SHEETED BLANK, FLAT, BLUE HIP, 1/S			20	11.50	230.00T	
F426SBPSS	42" X 6" X .080 SHEETED BLANK, FLAT, BLUE HIP, 1/S			10	13.25	132.50T	
F486SBPSS	48" X 6" X .080 SHEETED BLANK, FLAT, BLUE HIP, 1/S			10	15.05	150.50T	
P8S	8" X 2" SQUARE TUBE POST			25	41.00	1,025.00T	
VCR-221	JUMBO DRIVE RIVET			200	0.68	136.00T	
Corner Bolt	CORNER BOLT FOR SQUARE TUBE ANCHOR			50	1.60	80.00T	
APP TAPE-C...	6" ROLL APPLICATION TAPE, CLEAR, TRANSFER RITE			2	31.50	63.00T	
TAB	4" X 6" "DEAD END" TAB, BLK/YEL HIP AVERY APPLIED TO STREET NAME SIGN			20	2.50	50.00T	
	SUBTOTAL					2,331.00	
	* SC 8% SALES TAX				8.00%	186.48	
THANK YOU SO MUCH-YOUR PATRONAGE IS GREATLY APPRECIATED-NO RETURN POLICY IN EFFECT FOR ALL SIGNS!					Total	\$2,517.48	

254355

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, September 7, 2021 at 6:00 PM

Agenda

Interim Supervisor Dr. Wylie Frederick Presiding

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**-August 16th, 2021 Council Minutes.
4. **Citizen Comments**
5. **Public Hearing** -None
6. **Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of 2021-10** An Ordinance to establish distribution of the Local Option Sales Tax.
 - b. **1st Reading of 2021-11** An Ordinance to amend the master agreement governing the York-Chester Industrial Park between Chester County, South Carolina And York County, South Carolina so as to enlarge the park.
 - c. **Resolution 2021-15** A Resolution to authorize the County of Chester, by Chester County Council to sell certain vehicles of the Sheriff's Office Identified herein upon such terms and conditions as described.
7. **Old Business**
 - a. Discussion regarding the disposition of the Animal Shelter- Procurement Director Susan Cok
 - b. **2nd Reading of CCMA21:20**: Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve.
 - c. **2nd Reading of CCMA21-21**: HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve.
 - d. **2nd Reading of CCMA21-22**: Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial). Planning Commission voted 7-0 to approve.
 - e. **2nd Reading of CCMA21-24**: US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned Development). Planning Commission voted 5-2 to approve.
 - f. **2nd Reading of CCMA21-25**: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve.

g. **2nd Reading of CCMA21-26:** US Developments request a 28-acre portion of Tax Map # 079-00-00- 032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve.

h. Update regarding a multi-year lease for servers and licensing agreement in the amount of \$ 77,354.27 dollars. - IT Director David Schuelke

i. From CCTC: 9-7-2021

1 . Action taken on Baseball Alley.

2. Action taken for the CTC 2022 Road Paving List for each district.

3 . Action taken for the surface prep and painting for Exit 65 Bridge.

4 . Action taken to reimburse the Recycling Department for sign material in the amount of \$ 3422.03.

5 . Action taken to reimburse the Road Department for road maintenance in the amount of \$ 19,652.96.

8. New Business

a. Council to consider the approval of Autoagent iPayment Proposal Agreement to process all online tax payments.- Treasurer Tommy Darby.

b. Council to consider the acceptance of a FEMA Fire Act Grant for \$207,797.00 dollars to purchase a new EMS unit with a match of \$9,895.10 dollars.- T. Melton. Richburg Assistant Fire Chief.

c. Council to consider adding current staff for EMS 6 and EMS 7. - EMS Director Britt Lineberger.

d. Council to consider the approval for the Sheriff's Office to apply a grant from the Chester Healthcare Foundation to purchase a medium sized drone for use by the Sheriff's Office and other county offices. -Captain David Peeples.

e. Council to consider the approval for the Sheriff's Office to apply for a grant from the Lutz Foundation to purchase a large sized drone for use by the Sheriff's Office and other county offices.- Captain David Peeples

f. **1st Reading of CCMA21-27** Chris and Alma Hoskins request Tax Map # 122-01-03-010- 000 located at 4431 Edgeland Road, Edgemoor SC be rezoned from R2 (Rural Two) to GC (General Commercial). Planning Commission voted 4-0 to approve.

9. Boards and Commissions

a. Appointment to the Parks & Recreation Board.- Interim Chairman Dr. Frederick.

b. Resignation from the Chester Metropolitan District Commission- County Council.

10. Executive Session

a. To receive legal advice regarding Project 2024. Attorney Winters.

b. To receive legal advice regarding Project 2043. Attorney Winters.

c. To receive legal advice regarding Project 2106. Attorney Winters.

d. To receive legal advice regarding development agreements. Attorney Winters.

e. To receive legal advice regarding a contractual matter for Gallo Wine. Attorney Winters.

f. To receive legal advice regarding pandemic procedures. Attorney Winters.

11. Council Actions Following Executive Session

- a. Action taken regarding legal advice for Project 2024.
- b. Action taken regarding legal advice for Project 2043.
- c. Action taken regarding legal advice for Project 2106.
- d. Action taken regarding legal advice for development agreements.
- e. Action taken regarding a contractual matter for Gallo Wine.
- f. Action taken regarding pandemic procedures.

12. Council Comments

13. Adjourn

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

↓ ***PUBLIC NOTICE*** ↓

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

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes

Public Hearings:

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

When introduced:

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

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

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

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, August 16th , 2021 at 6:00 PM

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

- 1. Call to Order-** Interim Chairman Dr. Frederick called the meeting to order at 6:00 PM.
- 2. Pledge of Allegiance and Invocation-** Pledge was recited in unison; Councilwoman Guy gave the invocation.

County Attorney Winters asked if the agenda could be amended to include an emergency situation regarding an economic development issue. She asked to add to executive session “to receive legal advice regarding an economic development issue”. Vice Chairman Branham motioned to add to executive session “To receive legal advice regarding an economic development issue”, second by Councilwoman Guy. Vote 6-0 to approve.

- 3. Approval of Minutes.**
 - a. July 19th, 2021 Council Minutes.**
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.
 - b. August 4th, 2021 Special Called Minutes.**
Councilwoman Guy motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve. Councilman Killian was not present for the 8-4-2021 meeting and did not vote.

- 4. Citizen Comments**

Diana Holcomb, Jackie Kyles, Doris Macsmson, and Laurie Lewis were all in favor of building a new animal shelter.

Pamela Boulter Wood talked about a providing a better community by starting a family boot camp.

Sylvia Jennings asked Council to approve exit 65 for cleaning and painting at the next County Transportation meeting.

Steve Bishop, Mark Wyatt, Bill Stallings, Brandon Pridemore and Stephen Rosenburgh were in favor of the rezoning request on Village Drive.

- 5. Public Hearing-**None
- 6. Ordinances/Resolutions/Proclamations**

- a. 1st Reading in Title Only Local Option Sales Tax Ordinance.**

Treasurer Tommy Darby stated the local option sales tax was adopted by referendum in November of 1993, in accordance of South Carolina Code of Laws title 4-Chapter 10 the county had collected and used the funds as property tax credit since 1994. Over those years, the county had collected and returned over \$50 million to the taxpayers through the property tax credit fund. He gave an explanation of how the two funds comes to the county in two pots of money. One is called a property tax credit fund, and then the other is county revenue fund. The past year, the county collected a little over \$3.3 million dollars in total for both funds. The breakdown of those funds is in the property tax credit fund. That represents about 72% of that 3.3 million. So about 2.4 million dollars in fiscal year 2021, 100% of those monies have to be given back to the taxpayer as a credit. The other pot is county revenue fund that represents about 28% of the 3.3 million or about 940,000

dollars. That's how much was collected in this year 2021. That may be retained for accounting purposes in the general fund as general fund revenue. Currently, we give back 100% of both funds. As discussions about this program over the last couple of years, in our budget meetings, the county was looking of ways to look at revenue, different types of revenue that are coming into the county. So, we done a little research on this program. We could not find an ordinance in place that defined how those monies were to be allocated. He said, we get back 100% currently. This past year, we gave back about \$2.4 million. And so, what this ordinance would do is to define how that allocation goes back to the taxpayer. I would propose to council in this ordinance the county can retain some of those monies for county operating needs. Under the current level, we would be able to keep the millage level, so if this ordinance is not passed our cost to maintain our budget goes up without these revenues our millage would go up. We would be able to keep that level if the ordinance passes. That represents about a two mil increase or about \$8 to a taxpayer that has \$100,000 dollar owner occupied house, it would help the county meet current operating needs and the county would still be able to give back the same amount of credit to the taxpayers, which I think is most important. So that's basically the facts about the program. Councilman Wilson asked to have a copy of the referendum added to the next agenda packet for second reading. Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 6-0 to approve.

7. **Old Business-** None

8. **New Business**

a. 2021-2022 ATAX Recommendations- Chairperson Cheryl Addison.

Councilwoman Guy motioned to approve the recommendations, second by Councilman Killian. Vote was 6-0 to approve.

b. Update on progress of the Fort Lawn Fire Protection District.- Chief David A. Dutton.

Chief Dutton updated Council on the purchase of equipment and improvements to the fire station.

c. Council to approve a multi-year lease for servers and licensing in the amount of \$ 77,354.27 dollars.

- **IT Director David Schuelke.** Mr. Schuelke asked for approval of a sixty-month lease with Dell EMC to replace two core virtual host servers in the data center. Due to the current chip storage the price had increased significantly. The cost would be divided into five yearly payments. Attorney Winters asked if he had received confirmation back from the company stating the equipment would be new and not leased as is. Mr. Schuelke stated he had documentation it would be new and would provide the paperwork to Council. Attorney Winters stated if he could ask the company to change number four in the contract and add "where applicable" Mr. Schuelke said yes. Councilman Wilson motioned to approve as presented with the condition that number four is changed as discussed, second by Vice Chairman Branham. Vote 6-0 to approve.

d. 1st Reading of CCMA21:20: Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve. Planning Director Mike Levister stated Mr. Love wanted to rezone to create one tax map number. Councilman Wilson motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

e. 1st Reading of CCMA21-21: HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve. Mr. Levister stated HLC Holdings LLC would like to rezone to have a trucking company Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.

f. 1st Reading of CCMA21-22: Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial). Planning Commission voted 7-0 to approve. Mr. Levister stated there was an automotive shop there years ago the lot is vacant now, Mr. Evans wants to build a new auto shop. Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 6-0 to approve.

g . 1st Reading of CCMA21-23: Mattie Howze request Tax Map # 160-00-00-025-000 located on Georgetown Road, Great Falls, SC be rezoned from R1 (Rural One) to RG-2 (General Residential). Planning Commission voted 7-0 to deny. Councilman Vaughn stated new information had been introduced after the Commission's hearing that could or could not influence their vote to reconsider. He asked for this rezoning request be remanded back to the Planning Commission. Attorney Winters stated at that meeting the commission did not have all the information regarding restrictive covenants on the property. The application would get a true review by going back to the commission. Councilman Vaughn motioned to remand the application back to the Planning Commission, second by Councilman Killian. Vote 6-0 to approve.

h. 1st Reading of CCMA21-24: US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned Development). Planning Commission voted 5-2 to approve. Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Councilman Jordan asked why they wanted a PD since in the limited commercial zoning they could do multi family. Mr. Levister stated because you're creating the development which gives the owner the opportunity to figure out what the density would be, limited commercial allows multi- family but doesn't define what the density is. Councilman Vaughn had concerns regarding the roads in the minutes from the planning commission it was stated ten to fifteen years down the road the County would be asked to take the upkeep of the roads. Mr. Levister stated only Council can agree to adopt the roads until that time it would be a private road which would be maintained by the developer or the homeowner's association. Councilman Jordan asked if a development agreement had been discussed at the planning commission meeting, Attorney Winters stated it was not discussed but could be in this discussion. In the seller's agreement for the purchase of the property the document had seller hereby appoints purchaser as its agent for purposes of filing for annexation between the city and county. She asked Mr. Roseburgh if they planned to do that, he told her it was there in case they needed it and the agreement had already been signed and sealed. Attorney Winters wanted Council to be aware the development could be annexed into the City of Chester.

Mr. Pridemore from US Development told Mr. Levister all the roads would be private with no exceptions. Councilman Wilson stated he didn't think the impact fee should be the same for each development since each one is different. Chester Freedom Ministries has a good track record and a good point in their favor. Councilwoman Guy withdrew her second, Vice Chairman Branham withdrew his motion. Vice Chairman Branham motioned to approve with a reverter clause if the developer's agreement was not in place, second by Councilwoman Guy. Vote 6-0 to approve.

i. 1st Reading of CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve. Vice Chairman Branham motioned to approve with a reverter clause if the developer's agreement was not in place, second by Councilwoman Guy. Vote 6-0 to approve.

j. 1st Reading of CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve. Vice Chairman Branham motioned to approve with a reverter clause if the developer's agreement was not in place, second by Councilwoman Guy. Vote 6-0 to approve.

9. Boards and Commissions- None

10. Executive Session

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

- a. To receive legal advice regarding a contractual matter for Building & Zoning.- Attorney Winters.
- b. To receive legal advice regarding a lease/contract for the Sheriff's Office. Attorney Winters.
- c. To receive legal advice for Project 2106-Attorney Winters.
- d. To receive legal advice for Project 2043-Attorney Winters.

- e. To receive legal advice for Project 2173.-Attorney Winters.
- f. “Added at the beginning of the meeting” To receive legal advice regarding an economic development issue.

11. Council Actions Following Executive Session

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

- a. **Action taken regarding legal advice on a contractual matter for Building & Zoning.** No action taken
- b. **Action taken regarding legal advice for a lease/contract for the Sheriff’s Office.** No action taken
- c. **Action taken regarding legal advice for Project 2106.** No action taken
- d. **Action taken regarding legal advice for Project 2043.** No action taken
- e. **Action taken regarding legal advice for Project 2173.** No action taken
- f. **Action taken regarding legal advice of an economic development issue.** No action taken

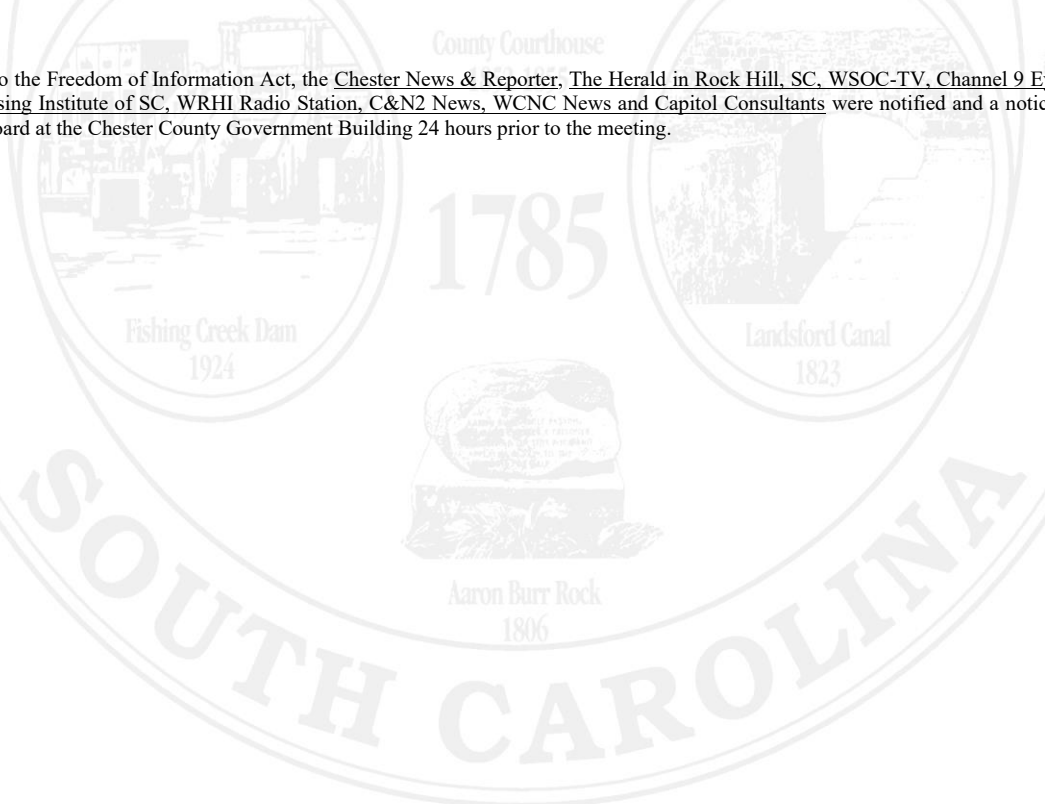
12. Council Comments-There were no comments.

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

Time: 9:40 PM.

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.



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

Chester County Council does hereby determine that the distribution of the Local Option Sales Tax shall be as follows:

Property Tax Credit Fund: 100% refunded to taxpayers of the County as a credit

County Revenue Fund: 100% retained by the County for current operating needs

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 _____, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wylie Frederick
Interim Supervisor, Chester County

Attest:

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

First Reading: 8-16- 2021
Second Reading: 9-7- 2021
Public Hearing: 9-20- 2021
Third Reading: _____, 2021

Chester County, South Carolina

percent of the revenue the first year to roll back taxes and by 1995 it must

to have the church used as a polling place.

simply to inform the public and get out the vote.

ABSENTEE BALLOT
Official Ballot
CHESTER COUNTY SOUTH CAROLINA
November 2, 1993
Absentee Precinct
COUNTY REFERENDUM

NO: 000

Initials of Issuing Officer

CHESTER COUNTY, SOUTH CAROLINA
November 2, 1993
Absentee Precinct
Official Ballot
COUNTY REFERENDUM

SAMPLE

REFERENDUM QUESTION:

Must a one percent (1%) sales and use tax be levied in Chester County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Chester County area?

INSTRUCTIONS: To VOTE IN FAVOR OF THE REFERENDUM make a Cross "X" in the square marked "YES"; to VOTE NOT IN FAVOR OF THE REFERENDUM make a cross "X" in the square marked "NO"

YES

NO

Tax

FROM PAGE 1

county, the total tax credit would be \$165.70. The total tax bill on a \$50,000

one way to determine if Local Option is worth the expense.

Pot sweetened' for tax vote

By GLINDA PRICE-COLEMAN
News Director

Chester County Council, in a surprise move Thursday morning, voted to use 100 percent of the revenue from the Local Option Sales Tax to

rd to set ar audit

ome discussion and some major decisions on the part of the board, Robbins said. The administration will give the board several options to use in setting millage.

Last year, the board set the millage based on a 93 percent collection rate even though collections over the past few years had averaged between 94 and 95 percent. This year, Robbins said that the trustees will look at several options, in-

go toward reducing property taxes if the issue is approved by voters on Nov. 2.

Meeting in special session, the subject of the sale tax surfaced following a lengthy discussion of the proposed \$90 annual solid waste fee and also the \$15 vehicle fee now in its second year. Councilman Marvin Waldrep raised the subject, commenting on how the Local Option Sales Tax (LOST) could "soften" the effect of all the county fees that are on the horizon.

"I have had a number of calls from people who have said that they would be more willing to support the Local Option Sales Tax if 100 percent of that revenue was going to be used to rollback the taxes," Waldrep said.

He initially questioned why 100 percent could not be used, to which County Supervisor Carlisle Roddey said he was under the impression that the law did not allow more than 75 percent to be used for rollback purposes.

Council was able to determine, however, that 100 percent of the revenue from LOST could be used and Waldrep's motion to do so. Voting in favor were Councilmen Waldrep, Bunny Guy, Tom Hamilton, and Buddy Martin, and Supervisor Roddey. Councilmembers Anna Dowd and Archie Lucas were absent.

Just prior to that motion, Guy made a motion that the Council once again "strongly endorse and do what

they could to promote" passage of the Local Option Sales Tax issue on Nov. 2. Those councilmen present was also unanimous on that vote as well.

There are seven counties that will be voting on the LOST issue on Nov. 2. Three of those counties — Richland, Lexington, and Florence — have already voted to use 100 percent of their revenue from LOST to roll back property taxes in their counties.

A chart was published in Wednesday's issue of this newspaper to help citizens calculate the amount of tax money they could save or not save if the Local Option Sales Tax is passed. However, with Councilman chang-

Please see LOST, Page 7

911 preparations steer county



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No.2021-11

AN ORDINANCE TO AMEND THE MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK BETWEEN CHESTER COUNTY, SOUTH CAROLINA AND YORK COUNTY, SOUTH CAROLINA SO AS TO ENLARGE THE PARK.

E. & J. GALLO WINERY (PROJECT MAGMA)

WHEREAS, pursuant to Ordinance No. 12-03-12A enacted by Chester County Council, Chester County entered into a Master Agreement Governing the York-Chester Industrial Park dated as of December 31, 2012, with York County (as amended from time to time, the "Agreement"); and

WHEREAS, pursuant to Section 1.01(a) of the Agreement, the boundaries of the park created thereby (the "Park") may be enlarged pursuant to adoption of an approving resolution or ordinance increasing the Park's boundaries by the County Council of Chester County and delivery of the approving resolution or ordinance and a description of the additional parcel to be included in Chester County's property exhibit to the Agreement to York County; and

WHEREAS, in connection with certain incentives being offered by Chester County to E. & J. Gallo Winery (also known as Project Magma), it is now desired that the boundaries of the Park be enlarged to include certain parcels in Chester County constituting the Project Magma project site.

NOW, THEREFORE, be it ordained by Chester County Council that Exhibit A-1 to the Agreement is hereby and shall be amended and revised to include property located in Chester County described in the schedule attached to this Ordinance, and, pursuant to Section 1.01(a) of the Agreement, upon delivery to York County of this approved Ordinance or adoption by York County of a corresponding ordinance, the Agreement shall be deemed amended to include such property on Exhibit A-1, without further action by either county.

Ordinance No.2021-11

Enacted and approved this ____ day of _____, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Dr. Wylie Frederick
Interim Supervisor, Chester County

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina

First Reading: 9-7- 2021

Second Reading: _____, 2021

Public Hearing: _____, 2021

Third Reading: _____, 2021

Chester County, South Carolina

SCHEDULE

Addition to Exhibit A-1 to
Master Agreement Governing the York-Chester Industrial
Park dated as of December 31, 2012, as amended,
between Chester County and York County

The following parcels of land located on or near Highway 21 (Catawba River Road), Fort Lawn, Chester County, South Carolina, as described in more detail in that certain Survey for E. & J. Gallo Winery and R&V Title Agency and Chicago Title Insurance Company prepared by March E. Mills, SCPLS 10779, dated June 4, 2021, and recorded in the Office of the Clerk of Court for Chester County, South Carolina in Plat Cabinet E, Slide 96, at pages 2 and 3 on June 14, 2021:

(a) All of TM No. 165-00-00-058-000 containing approximately 408 acres ("Parcels 1 and 1a") and TM No. 165-00-00-055-000 containing approximately 57 acres ("Parcel 2");

(b) a portion of TM No. 165-00-00-080-000, containing approximately 83 acres ("Parcel 3a");

(c) all of TM No. 165-00-00-066-000, containing approximately 31 acres ("Parcel 4a");

(d) a portion of TM No. 165-00-00-065-000, containing approximately 26 acres ("Parcel 5a");

(e) a portion of TM No. 165-00-00-091-000, containing approximately 75 acres ("Parcel 7a"); and

(f) a portion of TM No. 165-00-00-079-000, containing approximately 475 acres ("Parcel 10a").

Ordinance No.2021-11

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

I, the undersigned Clerk to County Council of Chester County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 20__, _____, 20__ and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Karen Lee
Clerk, Chester County Council

Dated: _____, 2021



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

RESOLUTION NO 2021-15

A RESOLUTION TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO SELL CERTAIN VEHICLES OF THE SHERIFF’S OFFICE IDENTIFIED HEREIN UPON SUCH TERMS AND CONDITIONS AS DESCRIBED

WHEREAS, S.C. Code §4-9-30(2) authorizes the Chester County Council to *sell or otherwise dispose of real and personal property*, and

WHEREAS, S.C. Code §4-9-130(6) requires an ordinance and a public hearing only for the sale of real property, and

WHEREAS, the Chester County Sheriff’s Office has vehicles owned by the County that, while are still viable vehicles, need to be replaced by newer, more efficient vehicles and equipment, and

WHEREAS, Chester County Council has determined that it is in the best interest of the County and the citizens of Chester County to sell or trade these vehicles and equipment in exchange for newer models.

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

Chester County Council does hereby authorize the sale or trade of the following vehicles:

Description	V.I.N.	Mileage
2009 Chevrolet Tahoe	1GNEC03089R232841	136019
2009 Chevrolet Tahoe	1GNFK23049R261921	199731

Enacted and approved this ____ day of _____, 2021.

RESOLUTION NO 2021-15

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wyle Frederick
Interim Supervisor, Chester County

Attest:

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

Chester County Planning Commission
July 20, 2021

CCMA21:20: Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial)

Todd Love stepped to the podium. Mr. Love said I own the piece of property right here that joins the piece of property beside Fastenal. I purchased it in 2012, 2013. I found out there was a little piece that belonged to Jimmy Long that actually jutted into this piece of property we're talking about. I went and purchased it from Jimmy Long. It's a small piece and I found out from Williams Trucking when they were purchasing it from K&K, one is zoned ID-2 one is zoned commercial. I guess it's just that little piece. My plan is to make all of this the same, so I don't have to do all of this when I get ready to sell the property where one piece is ID-2. I don't think it's big enough to build on it. The piece that juts out across the road the State of South Carolina actually has that for a road right of way. It's just the piece of property right beside Fastenal that's ID-2. There is a little piece that juts out that you're seeing and it's probably .16 acers that needs to be rezoned ID-2 so the whole square right there will be ID-2. Chairman Raines said it's 085 according to this. Mr. Love said I plan on having the property resurveyed that whole square will actually end up being ID-2. Chairman Raines said you don't have any plans right now? Mr. Love said right now the plans are, if I did anything with the property would be to sell it, or to put a building on it the same as Fastenal or one of the buildings right there beside it, all right there in the same area. That would be the plans if I did decide to do anything. Right now, I have no plans to do anything but to square it up and avoid going through this in the future for that little piece of property that we found out was zoned different on that side of the road than the other side of the road.

Chairman Raines asked if anyone had any questions. There were none. Director Levister said he just wanted to say that once he submitted his packet they worked together and that's when Mr. Love realized the triangle on the opposite side of the road is actually owned by the state now. When you look in the packet there where it says General Commercial, was taken by the state when Gaston Farm Road was put in. Basically, where it says R2, he wants to ID-2 that and then combine that to have one tax map number. Chairman Raines said the piece across the road is immaterial. Director Lever said that ain't even his anymore. He found out by research and having the surveyor come out he don't even own that; it was taken by the state. I just wanted to verify so you would know about both triangles.

Vice Chairman Smith asked if we need to make a motion to withdraw the table motion? Attorney Winters said not necessarily because when you did make a motion you didn't table it for a date certain, so you tabled it to the end of the meeting.

Commissioner Walley made a motion to approve the rezoning request as presented; seconded by Commissioner Howell. Vote was 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20, 2021 Case # CCMA 21-20 Invoice # 3998

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

Please give your reason for this rezoning request:

Company moving to Chester county. Requested zoning change. sales contract in place. zoning contingent for sale. Clean up zoning.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 484110, 484112, 48490

Property Address Information

Property address: N/A
 Tax Map Number: 115-00-01-023-000 Acres: ~~0.36~~ 0.85

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

PLEASE PRINT:

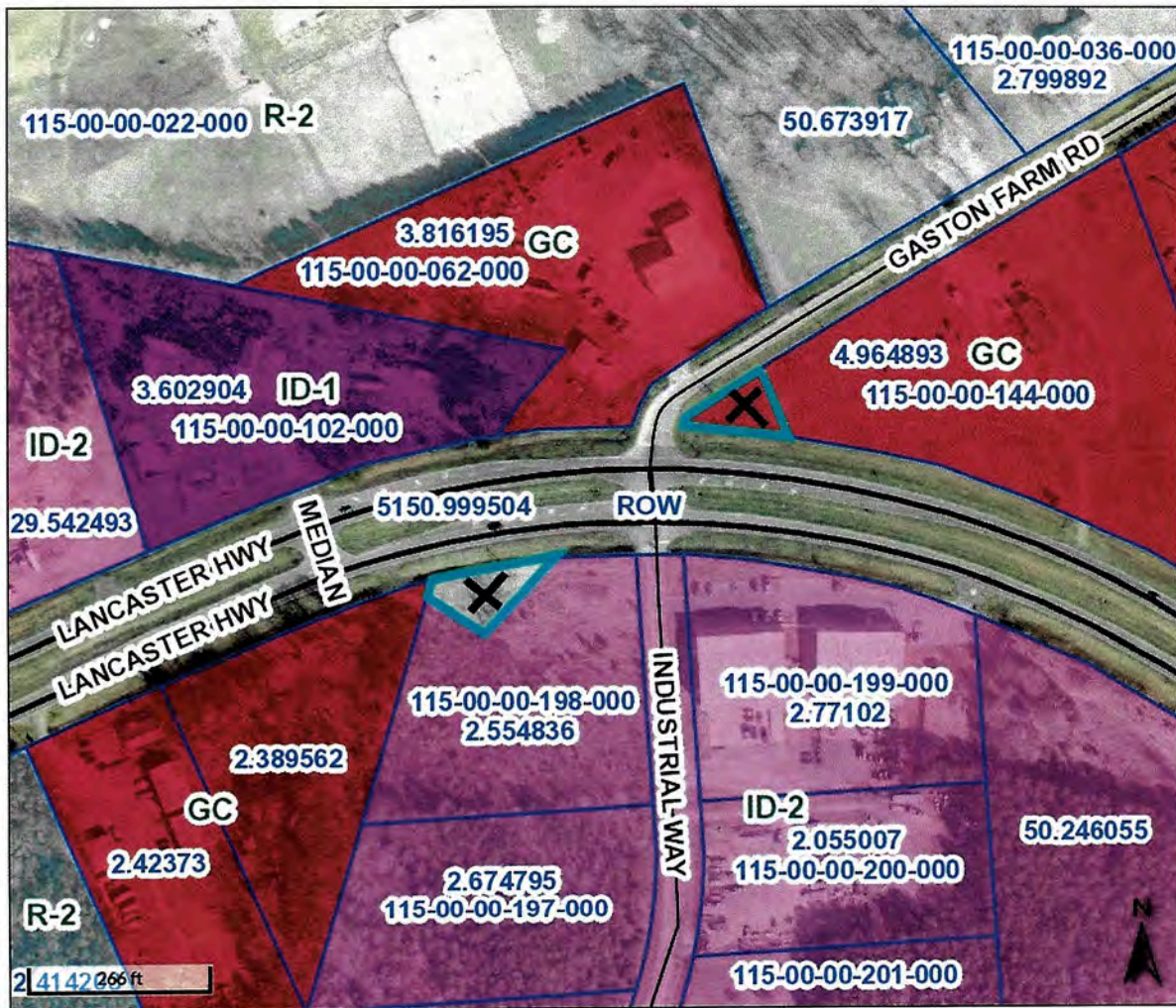
Applicant(s): Todd Marion Love
 Address 1467 Great Falls Highway
 Telephone: _____ work _____
 E-Mail Address: _____

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

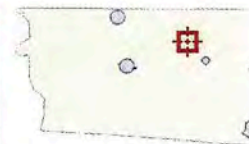
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Todd Marion Love Date: 6-3-21
 Applicant signature: _____ Date: _____

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



Overview



Legend

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

Parcel ID	115-00-00-023-000	Alternate ID	n/a	Owner Address	LOVE MARION TODD
Sec/Twp/Rng	n/a	Class	C		1467 GREAT FALLS HWY
Property Address		Acreage	0.36		CHESTER SC 29706
District	03				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

Developed by  **Schneider**
 GEOSPATIAL

Chester County Planning Commission
July 20, 2021

CCMA21-21: HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial to ID-2 (Limited Industrial)

Chris Gaddy, of 1189 Deer Run, Chester stepped to the podium. I am here to represent HLC Holdings along with Kevin Stephenson. We also have Pete Smith here who is with WBT Trucking. We are on the corner of Gaston Farm and Highway 9. We have a sale pending with WBT Trucking which is contingent on them being able to use it on ID-2. That's why we are requesting this. Just a couple of facts about that area, the property right adjacent to us is owned by Ed's Trucking Company, which is ID-2. Al Trucking Company, which is right down the road, is ID-2. That whole area is ID-2 along with the property Todd owns, that's right across the street. WBT, if I have these facts right, they are a truck and dispatch and truck maintenance company. They 're relocating here to expand or add to where they are and they currently employ twelve people in Chester County and expect to increase to twenty-five employees.

Chairman Raines asked if any commissioners had any questions for the representative. There were none. Chairman Raines asked if anyone was here to speak in favor or in opposition of the rezoning request. There were none.

Vice Chairman Smith made a motion to approve the rezoning request as presented; seconded by Commissioner Williams. Vote was 7-0 to approve.

Chairman Raines stated to the application that the Planning Commission is advisory to County Council. County Council will have three readings on the request, and they could follow up with staff for more information.



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: July 20, 2021 Case # CCMA21-21 Invoice # 3999

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

Please give your reason for this rezoning request:

Company moving to Chester county. Requested zoning change. Sales contract in place. Zoning Change contingent for sale.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 484110, 484122, 488490

Property Address Information

Property address: 2749 Lancaster Highway
 Tax Map Number: 115-00-00-144-000 Acres: 4.97

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

PLEASE PRINT:

Applicant(s): HLC Holdings, LLC 1353 Melanie Ln
 Address 2749 Lancaster Highway Chester SC 29706
 Telephone: [REDACTED] work [REDACTED]
 E-Mail Address: [REDACTED]

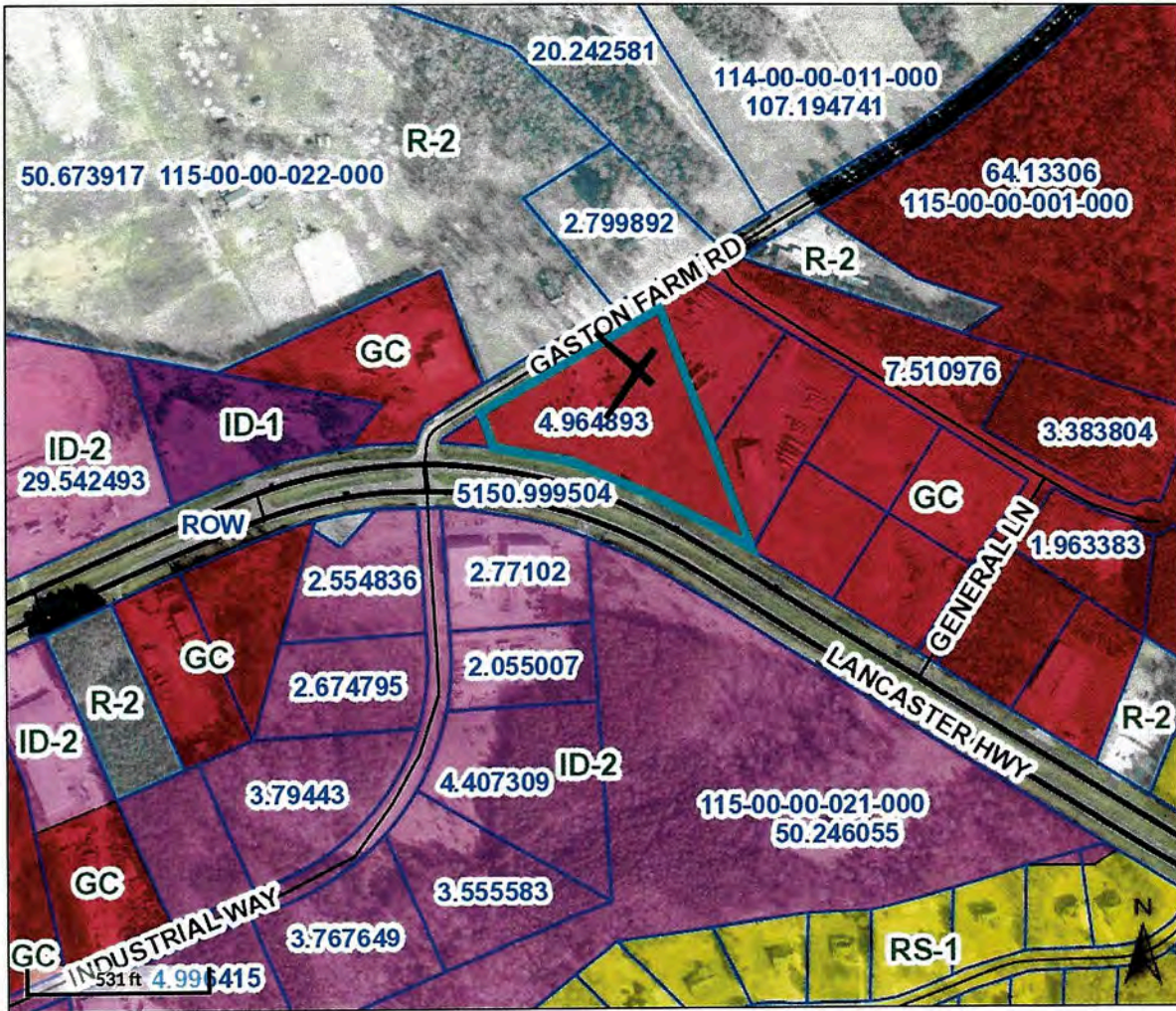
Owner(s) if other than applicant(s): _____
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

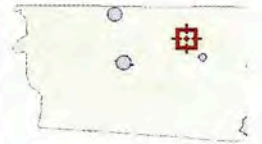
Owner's signature: [Signature] Date: 6-3-21

Applicant signature: _____ Date: _____

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



Overview



Legend

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

Parcel ID	115-00-00-144-000	Alternate ID	n/a	Owner Address	HLC HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	C		1353 MELANIE LANE
Property Address	2749 LANCASTER HWY	Acreeage	4.965		CHESTER SC 29706
District	03				
Brief Tax Description	HWY 9 CHESTER				

(Note: Not to be used on legal documents)

Date created: 7/19/2021
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Developed by  Schneider
 GEOSPATIAL

Chester County Planning Commission
July 20, 2021

CCMA21-22: Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial)

Quantavious Hopkins, of 660 Center Road, Chester stepped to the podium. He stated his Dad wanted to use this as a mechanic shop. Chairman Raines asked has this been a mechanic shop in the past? Mr. Hopkins said, I guess. Chairman Raines asked if he currently has a business? Mr. Hopkins said yes sir. He had to move. The owner sold the one he had so he bought the land there. Chairman Raines asked how long has he been in business? Mr. Hopkins stated seven or eight years.

Chairman Raines asked the commissioners if they had any questions. Commissioner Grant asked if he was going to use the existing building that's already there. Mr. Hopkins said he's building another one. Chairman Raines asked if he would tear the other down completely. Mr. Hopkins said yes.

Chairman Raines asked if the commissioners had any other questions. There were none. Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request. There were none.

Commissioner Grant made a motion to approve the rezoning request as presented; seconded by Commissioner Hill.

Chairman Raines stated he had one concern. He said we've been down this road several times. That's a main thoroughfare into town. The appearance of these places, and there are several. I'm not disparaging you sir, there are several places in town when you come by there, they've got junk cars sitting out or cars being worked on. Chairman Raines asked staff what's your roll in preventing that, making them put up screening and that kind of stuff, is that part of your office and duties. Director Levister stepped to the podium and stated basically the ordinance says in that section, which is GC General Commercial, wrecked or junk vehicles prohibited. Outdoor storage of materials used in assembly, fabrication or processing limited to 25% of floor area of building on same lot is permitted if screened from view from public right-of-way. Chairman Raines said we've seen equipment with engine block still hooked to them. Engine lifts and that type of stuff. Chairman Raines asked can you follow up and make sure that type stuff don't happen. Director Levister said correct. Commissioner Howell asked if that's something we need to add as a clause to this. Director Levister said you have the opportunity to put whatever you want to put in the motion. Vice Chairman Smith asked isn't that a county wide ordinance as far as junk cars. Director Levister said yes. Commissioner Walley asked your office is the one that will follow up on that in the county. Director Levister said junk cars, that's T J Martin. Commissioner Grant said well if he puts a new building up that will be improvements to the piece of property next door.

Chairman Raines asked if anyone wishes to change their motion or second based on that information. Motion stood. Vote was 7-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20th, 2021 Case # CCMA21-22 Invoice # 4055
 The applicant hereby requests that the property described to be rezoned from RG-2 to GC
Residential Commercial

Please give your reason for this rezoning request:

put a AUTO SHOP

(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: 237878111

Property Address Information

Property address: 528 West End Rd
 Tax Map Number: H 69-7-1-24 Acres: 0.471

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

PLEASE PRINT:

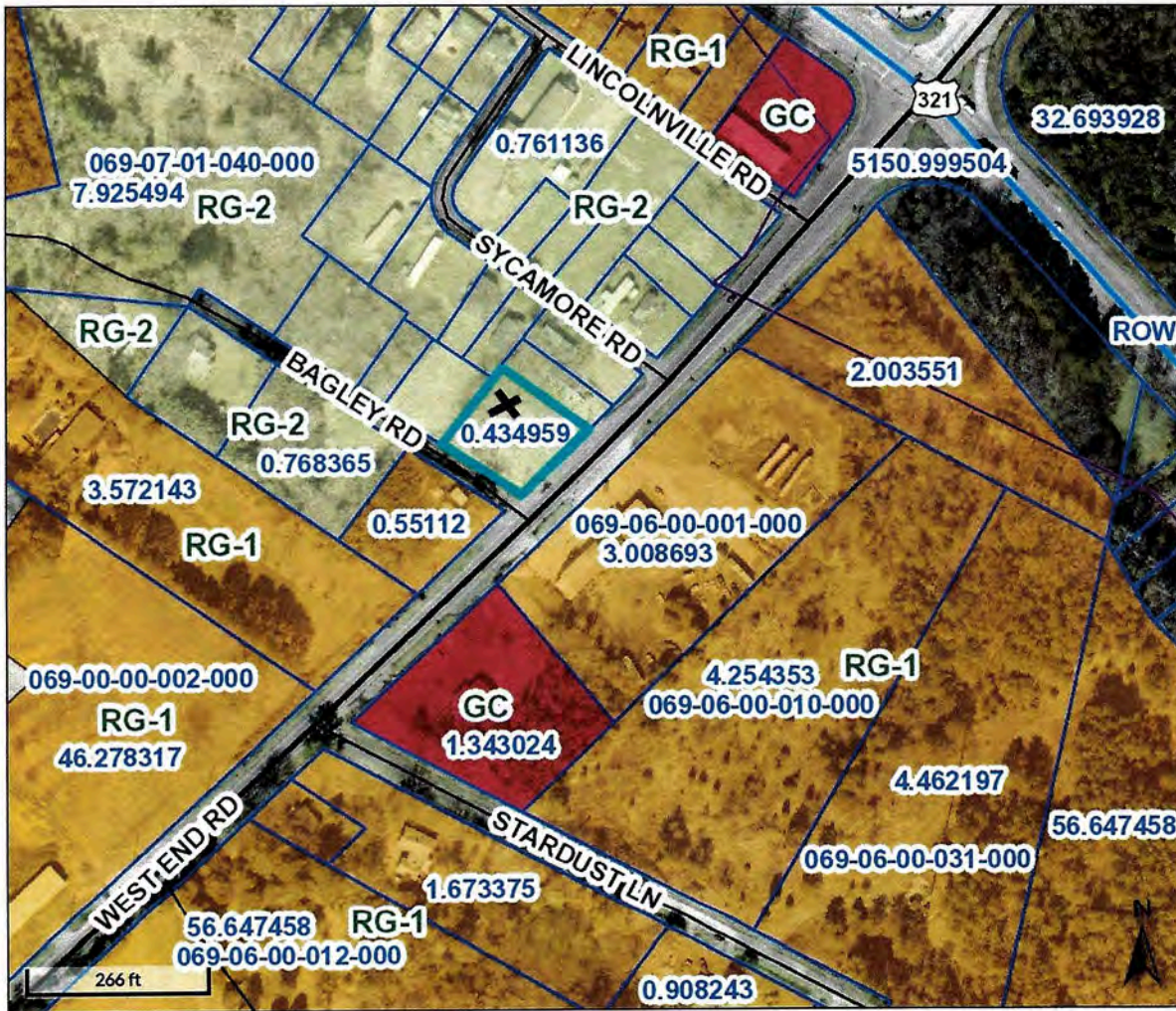
Applicant(s): EARL L EVANS
 Address: 102 Stewart St Chester SC 29731
 Telephone: _____
 E-Mail Address: _____

Owner(s) if other than applicant(s): Sammy Lee Anderson
 Address: 5881 Underwood Avenue Charlotte NC 28213
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

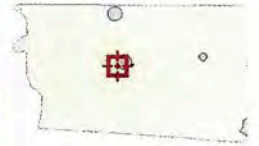
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Sammy Lee Anderson Date: 6-11-21
 Applicant signature: Earl L. Evans Date: 6-11-21

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



Overview



Legend

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

Parcel ID 069-07-01-026-000
 Sec/Twp/Rng n/a
 Property Address 528 WEST END RD

Alternate ID n/a
 Class RN
 Acreage 0.435

Owner Address ANDERSON SAMMY LEE
 CORNWELL JAMES
 5881 UNDERWOOD AVENUE
 CHARLOTTE NC 28213

District 02
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

Developed by  **Schneider**
 GEOSPATIAL

Chester County Planning Commission
July 20, 2021

CCMA21-24: US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned Development)

Steven Rosenburgh, of 14822 Resolves Lane, Charlotte NC with US Developments, stepped to the podium. The county is doing an amazing job to attract industry and jobs. We'd like to be part of that to bring residential units here. We have a PUD plan proposed which will be commercial, multi, and single family. We have two pieces of property involved in this. We're very close to the school. One of the things we would like to work with, the school board, is to have a walking trail so residence could walk their students there instead of having to use bus or car. We think it's an advantage for single parents that don't have the resources to drive or two parties to take them to school. We have presented the presentation which I believe you have in front of you or on your screen. That shows you what we're proposing. Single family, Multi family, and then the commercial sites. We're working with the national builder to bring them here to this property. We are a land developer, so we don't do the vertical. We work with most of the major national builders. We think that is good for the community. They are very good at marketing, so they'll bring people here. They provide a good product. We've put some samples of homes in here to show you. The development summary, it's 111 acres that we have. The single family lots are 50 foot. Minimum lot size is 6000 square feet. There's 10.83 acres of commercial. 8.99 acers of multifamily with a maximum of 215 units. Again, because it's very close to the city there is available water and sewer. There is a great road network in place. And of course, the school is right there so we believe that the services that are required for a good community are already in place. Our discussions with the county lead us to believe that having additional residential is positive with the jobs that are coming here. Now, I will be quiet unless there are any questions.

Chairman Raines asked the statistics that you gave, that's the entire project. Not just this case. Mr. Rosenburg said that's correct. I apologize. I should have said my remarks will address all three because it's three separate parcels.

Vice Chairman Smith said you said the minimum lot size are 6000 square feet? Mr. Rosenburgh said correct.

Mr. Rosenburgh said I want to thank staff for working with us because we have met with them several times to make sure we are within the parameters that exist today for zoning.

Commissioner Howell said you have only a minimum of five feet between the houses and the property line. Mr. Rosenburg said correct. Commissioner Howell said most air conditioners are five feet now. Mr. Rosenburgh said yes, what they try to do is put them at the back. Commissioner Howell said I understand what you're saying but I was a fireman earlier in my life and I know what five-foot property lines do for you. You burn three houses when you burn one. Commissioner Howell said I'd like to see you extend it to 10 foot. I know it would cut down on your amount of houses but you're looking at life and property also. Mr. Rosenburgh said right. As land has got more and more expensive as you

know homes have gotten closer together. And I don't believe it reaches any fire code, but our engineer is here with us. Brandon can you address that?

Brandon Pridemore, with R. Joe Harris and Associates of 1186 Stonecrest Blvd, Tega Cay stepped to the podium. To address your question Mr. Howell, I know you worked for the fire department, but what we have to do is base it off the international fire code which says the five-foot side yard is sufficient. So, you have 10 feet between homes at a bare minimum. I'm not sure we're in violation. I do understand your request Mr. Howell and that's just something we would have to discuss. Commissioner Howell then said you also have to understand that because the houses are so close together, you've got to put in a bigger water line. Mr. Pridemore said yes sir, with the more recent adopted ones we'll have to have fire flow to 1000 gallons a minute to be able to sustain fires to single family homes. Commissioner Howell then said it also puts the fire hydrants closer together also. Mr. Pridemore said yes sir it can. I can't argue that I'm not a fireman by any means. In my experience I do know fires happen. They are not as frequent with modern day codes with the code improvements that have happened. Case in point would be Statesville, we do a lot of work up there. We've had that issue over and over and over. They've gotten comfortable with five foot. As they look at their history of fire responses, they have been in the homes that were built prior to 1990. They've had zero calls on newer infrastructure.

Commissioner Howell asked is this going to be Section 8 homes? Mr. Pridemore said no sir these are going to be market rate homes. Well, I'll let Steven (Mr. Rosenburgh) answer that. Technical questions I am here for. Anything for the market and homes, that will be Steven.

Commissioner Howell said the other question I have, I see your green space here is all flood plains, which is typically not useable. Mr. Rosenburgh said this is not flood plains in the since that there is water on it. You can't build on it under the national building code, but it's certainly good open space to use. And to answer your question, these are not Section 8. These are homes for sale to individuals. We want to meet the market need here, that the employment that you are generating is going to create.

Commissioner Williams asked, you said these are not Section 8 homes. What are the square footage of these homes and cost wise? Mr. Rosenburgh said that's an interesting question mam. Home prices have been soaring lately. These homes would be an average of 2000, 2200-foot range, it's really hard to build anything less than \$260,000 to \$280,000 today with the price of 2x4's as you know dimensional lumber hit \$1900. It's crazy.

Commissioner Howell asked do you have any commercial lined up to go on this property? Mr. Rosenburgh said no we haven't yet. You've got to get those, in my experience....Commissioner Howell said you got to get the rooftops first. Mr. Rosenburgh said you took the words right out of my mouth. Commissioner Howell asked if there are any particular retail you're looking to attract? Mr. Rosenburgh said what we would attract would be what the community needs as a service point of view. We'd meet with your economic developer and sit down and say what does the community need and that is what we would go after. We've got a whole team that would reach out to do that.

Vice Chairman Smith asked have you developed any other properties with similar densities? Mr. Rosenburgh said yes, unfortunately I'm not smart enough to do anything

else, so I have been doing this for thirty-five years and we've got things in the Charlotte region. Things in Denver. In Charleston. I don't know if you're a golfer or not, Legend Oaks, which is in Charleston, 850 homes. We did that with some commercial and with some apartments. Vice Chairman Smith asked do you mind giving some of those examples in the Charlotte market. Mr. Rosenburgh said Stonebridge, if you've ever been a golfer. That's the largest one we did. Greens of Birkdale is a very, very successful development. Highway 77 North in Huntersville, I'm not even sure they are ten feet apart there. It was a zero-lot line project. We had a zero-lot line project in Charlotte on the South Side. Zero lot line on one side you really have no distance. The house sits on the property line, and you have five feet on the other. Vice Chairman Smith said thank you that gives me a frame of reference.

Chairman Raines asked what would be the smallest square foot house, you said it would average? Mr. Rosenburgh said probably.... it's hard to do anything less than 1,800 square feet today to meet peoples demands. Chairman Raines said some would be 2,400. Mr. Rosenburgh said yes. 24, 26. Builders will love to take it up because they get more to build more. Chairman Raines said economy to scale. Mr. Rosenburgh said exactly. The smaller the house, the less profit. It's really not a good economic thing.

Commissioner Howell asked, these homes will have garages? Mr. Rosenburgh said yes sir. Commissioner Howell said there will be no on street parking? Mr. Rosenburgh said whatever your local municipal code is for parking. They all have garages. We're not doing a home without garages. Commissioner Howell asked what the distance from the home to the back of the sidewalk is going to be, what's your restriction? Mr. Pridemore said we have it listed on the zoning plan but we're going to have 20 feet from the right of way, so from the sidewalk itself to the right of way you've got about twenty-five feet to park a vehicle and stay clear of the sidewalk, which wouldn't impede the sidewalk. Typical household vehicle is going to be around sixteen to seventeen feet. So, the intent I think, that answers the question about parking. We can't control who parks in the street and who doesn't. We don't ever encourage it or advertise it. That's probably a question for Mike and his staff. The intent is to have a two-car garage and two parking spaces for each home. Commissioner Howell said so you're leaving only sixteen feet from the garage and the back of the sidewalk basically? Mr. Pridemore said no sir. When we look at it, you're going to have, from the garage to the right of way, it's twenty feet and then the right of way to the sidewalk is three to four feet, so you've got twenty feet to park exclusive of the garage. Commissioner Howell asked the road of way is going to stop where on the property? Mr. Pridemore said the right of way is going to be the front lot line so it's going to be twelve feet off the back of the curb, and then we start the twenty-foot gap to where the house would be.

Chairman Raines asked if anyone had any more questions. Attorney Winters asked I'm curious as to in your agreement for the sale and purchase of the property, on page two, seller hereby appoints the purchaser as its agent for purposes of filing for annexation. Do you plan on doing that? Mr. Rosenburgh said we put that in if required. We're not planning to annex at this time. Attorney Winters asked, if required, why? What would require annexation? Mr. Pridemore said the discussion at the time was that we didn't know if this was going to be better suited for the City of Chester or Chester County. But the decision was made after they signed the contracts that we would like to keep this as a county project. Attorney Winters said ok. Mr. Pridemore said that's the only reason, they just wanted to

cover and not have to make an amendment in case something changed. Attorney Winters said sure, thank you.

Commissioner Grant said one last question, do you intend to have restrictive covenants that's similar to this? Mr. Rosenburgh said yes sir. Mr. Pridemore said that is for the specific partner we are working with so it's very specific to them.

Chairman Raines asked if anyone had any further questions.

Mr. Rosenburgh said Mr. Chairman, member of the commission, I'd like to give my personal thanks. I served for eight years on the Charlotte Planning Commission. Six years as the Chairman. I understand how much work and effort this is to review these documents and understand what's coming before you.

Thank you. Chairman Raines said Thank you. Attorney Winters said then as you likely know, I just want to reiterate for the record this commission is advisory, and they will advise whatever their decision will be to County Council. Then there will be three readings by County Council. This is your public hearing. There will not be another public hearing. Mr. Rosenburgh said thank you for that clarification, we are used to another public hearing. Attorney Winters said I know, that's why I told you. You do however have the ability to speak; County Council does have citizens comments at the beginning of every meeting. It's three minutes. You can sign up. The sign up is usually in the hallway or you can tell the clerk that you want to be on the agenda. So, if you want to address council that's how you will do it. Mr. Rosenburgh said thank you for that clarification as well. So, as the applicant we do not have the right to speak. We have to sign up to speak. Attorney Winters said yes sir.

Chairman Raines asked if any member of the public tonight would like to speak in opposition or in favor of this rezoning request.

Brady Bell, an owner of Bell Auto Body Repair, which is a second-generation business, with his younger brother Ben Bell, stepped to the podium. Me, him, my late Dad, and my late Grandfather have owned three generations of business within this area. So, growth in this area is great. I'm in 100% agreeance with it. It's got to come. You can look at York County. Lancaster County. Growth has got to come. The only concern, Mr. Grant made, I would like to see a copy of the covenants and restrictions for the planned neighborhood because...in the past two generations of family, the neighborhood behind us has gone to mess and pop basically. It is a freaking mess back there. I want to make sure the future, not my generation cause Lord knows forty to fifty years from now I'll be gone Lord willing, future generations I want to make sure the same thing is not accruing because this is going to be a long-term endeavor project. The second thing is, water and sewer, has any of that stuff been addressed because that stuff is very old and outdated. I have issues with where I'm at, there is phone issues. What they are talking about bringing is going to take a lot of infrastructure. All that terracotta piping is past gone in the ground. The water line, the phone, that stuff I have questions about. I'm in agreeance with the growth but I have basically two questions this evening.

Chairman Raines asked didn't we have information, Director Levister said it's in your packet. Attorney Winters said we have a letter from CMD. Chairman Raines said the sewer district says they can handle. I don't think they addressed the structure itself. They have they capacity to take this on. But whether the pipes are new or old, your end would be

older. The other end at Second Baptist Church I would think would be much newer infrastructure. Maybe that's what they're talking about using. I have no idea, but that would just be an assumption on my part. It would make sense, if you will. Otherwise, I can't answer your question for sure.

Steve Bishop of 531 Sherwood Circle Chester stepped to the podium. I am the pastor of Chester Freedom Ministries and part of the land they are talking about purchasing is land that we own. We purchased the land twenty years ago to build houses on. To build residential space for people because it was such a need then, no where near as badly as it is today. We've been in that process; we built the HUD 202 for senior adults, and we wanted to continue to do that to provide housing for people of different income levels. We looked at different projects over the years and had some that looked promising but none that ever materialized. When we were approached by this company with their plan, and I went and visited the sites that they've given to you personally to see what their construction looked like. What their communities looked like and was pleased with that. So, our desire is to provide housing for people in Chester County. A lot of the housing will be for people like fireman, policemen and teachers. It's a good plan to help the community. At least that's our view. When I say our view, I'm speaking of the elders of Chester Freedom Ministry. As far as Mr. Bells concern about the sewage and water, we put in new lines when we put in housing and our church seventeen, eighteen years ago. I don't know all parts of that, but I know we ran the line from Highway 9 and then we ran the sewage from Robin Circle. Those are the things we're doing. Again, we're in hopes of providing housing for people that will be coming to Chester. Those that are here of course, as always. But people that may come to Chester County as well. That's reason for being part of this as it were. Like I say, we typically do our research and this company seems to measure with us as far as quality and being willing to do what they say they will do and so that's our reason for being involved.

Commissioner Grant wanted to expand on Mr. Bell's question. Homeowner restrictions or Homeowners Association take care of the property. And the restrictions they put in place help maintain value of your property over the years. That's the purpose of them. And if he institutes these right here, based on me living in a homeowner's association subdivision before I moved here, these are very restrictive.

Chairman Raines asked of there were any other discussion. Commissioner Howell said he would like to see a little more distance between the houses. I mean this is, I understand it's land and land is expensive. I just don't see houses ten feet apart wall to wall. Chairman Raines asked the setbacks now meet the requirements of the district, correct without any issues? Director Levister said you've got to realize that when you create a plan development that the developer designs the project with setbacks that he thinks is suitable for the project. Chairman Raines said it undoes the whole project, essentially. Director Levister said yes. Chairman Raines said we've addressed this before but going forward... Director Levister said the PD section doesn't have a minimum set back. The developer presents it to the county and the county makes the decision if they want to increase it at the next level. Chairman Raines said the whole purpose is you get higher density. Director Levister said correct. Chairman Raines said setbacks shrink based on that, and it does meet NFP code. Director Levister said yes. Chairman Raines said I understand what Mr. Howells is saying but it's done other places. Director Levister said correct.

Commissioner Grant said well this is no different than any other subdivision I've seen put around here. And if that's what the residents want, that's what the resident can have as far as I am concerned. As far as distance between houses, I've seen them even closer than this, quite closer as a matter of fact, probably by ten feet. So, when you burn one, you burn the other one. I understand Mr. Howells's question but that's left up to the homeowner because if they are building somewhere up around 2,000 square foot homes, if the homeowner wants that, fine with me. Commissioner Howell said I withdraw my request.

Vice Chairman Smith said I think the issue is more on the county's side not the developer side. We don't

really have a footprint, a blueprint for this. It seems like in all these projects, the key issue is the high density. Chairman Raines said, yep. Vice Chairman Smith said I think that needs to be resolved from the county's perspective. Chairman Raines said you want a complete plat of the things laid out? Vice Chairman Smith said I'd just like a more detailed assessment of the density in these planned developments. Chairman Raines said conceptually you've got ten feet between houses. Commissioner Grant said that happens when he comes back with a master plan. Isn't that right Mike? Director Levister said well he's already presenting what the density is in the packet you've already received. He's already telling you it's a minimum of 6,000 square foot lot. He's telling you the density is like 2.86 in single family. It's less than the current ones that's already been through the system. Chairman Raines said some of those were four and a quarter. Director Levister said correct. He's presented everything that is required in the Planned Development section of the Chester County Zoning Ordinance. Chairman Raines said the way I understand these types of issues, the NFPA codes are studied by people that understand that stuff and you're hanging your hat on a lot of building methods with material, fire rated walls that are long enough for the fire department to get there. Occasionally you do have two or three houses burn down, like it happened in Indian Land not too long ago, but I don't know that that's the scope of this commission.

Commissioner Grant asked can I make a motion, so we don't beat this horse to death. Chairman Raines said yes.

Commissioner Grant made a motion to approve the rezoning request as presented; seconded by Chairman Raines. (CCMA21-24 only) Vote was 5-2 to approve with Commissioners Howell and Williams opposed.

Commissioner Grant said the only other discussion I have is that I want to see rooftops.



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: July 20, 2021 Case# CCMA21-24 Invoice# 3924

The applicant hereby requests that the property described to be rezoned from LC to PD

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Village Drive
 Tax Map Number: 079-04-02-020-000 Acres: 33.82

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

PLEASE PRINT:

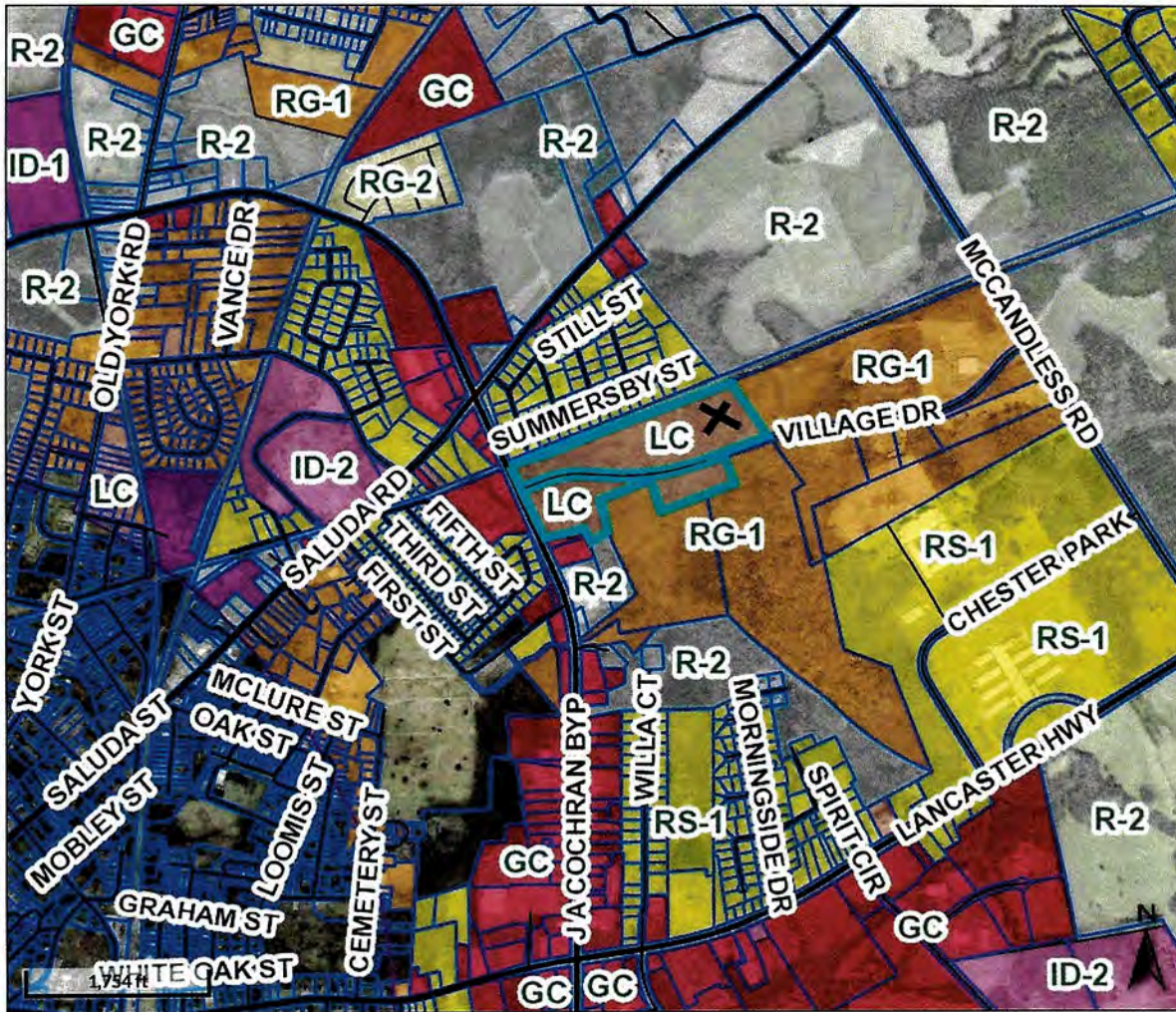
Applicant (s): US Developments
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209
 Telephone: _____ work N/A
 E-Mail Address: _____

Owner(s) if other than applicant(s): Second Baptist Church of Chester (Chester Freedom Ministries)
Address: 729 Village Drive, Chester, SC 29706
 Telephone: _____ cell N/A work N/A
 E-Mail Address: N/A

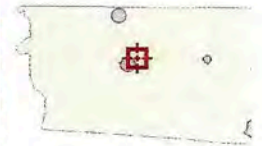
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 5/26/21
 Applicant signature: [Signature] Date: 5/26/21

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



Overview



Legend

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

Parcel ID	079-04-02-020-000	Alternate ID	n/a	Owner Address	SECOND BAPTIST CHURCH OF
Sec/Twp/Rng	n/a	Class	EX		CHESTER SC
Property Address		Acreage	33.451		729 VILLAGE DRIVE
					CHESTER SC 29706
District	02				
Brief Tax Description	72 BY PASS NORTH				
	(Note: Not to be used on legal documents)				

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

VILLAGE DRIVE

PLANNED DEVELOPMENT



DEVELOPER:



US DEVELOPMENTS
BROKERAGE, DEVELOPMENT, MANAGEMENT.

ENGINEER:

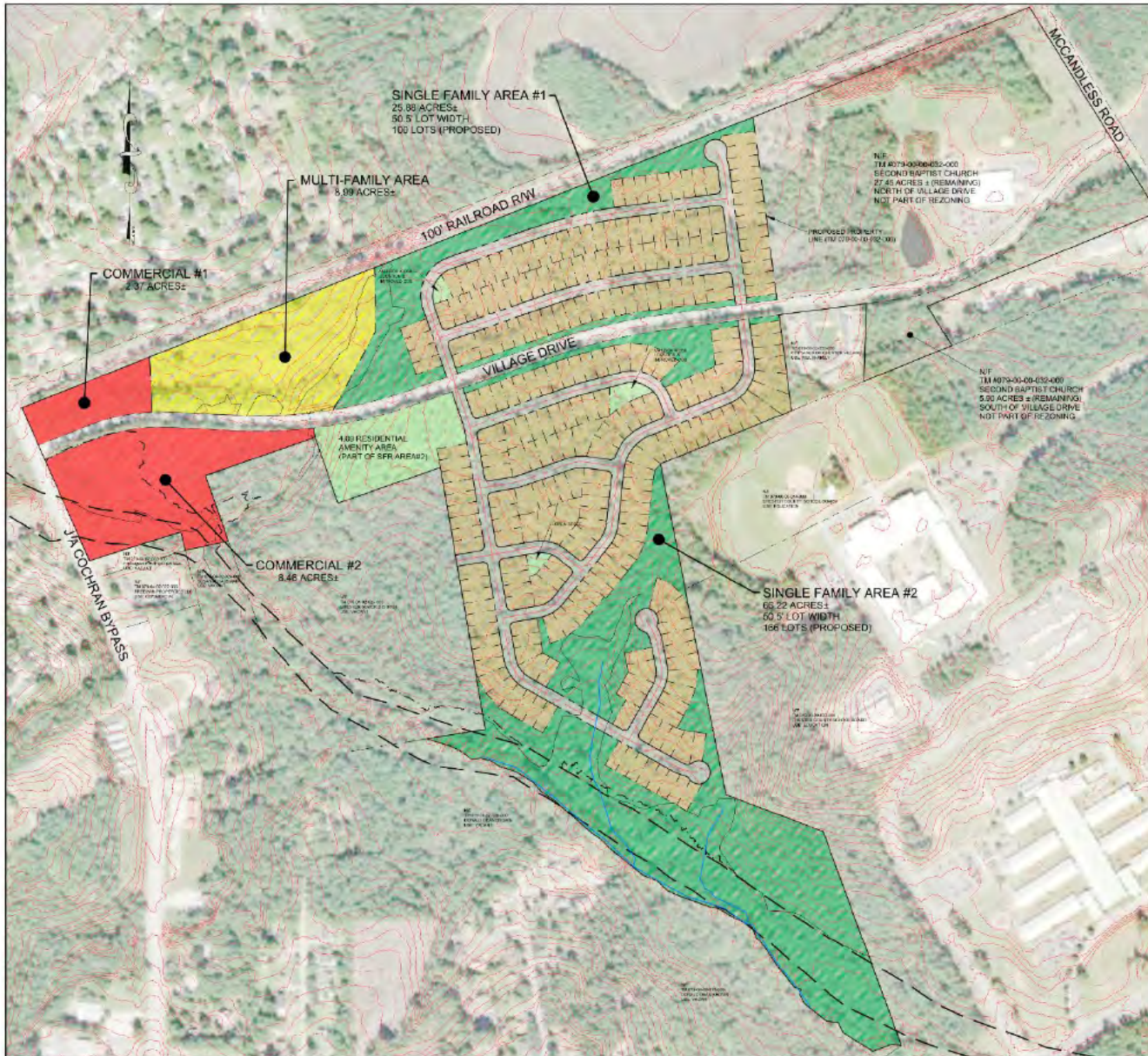


R. Joe Harris & Associates, Inc.

1186 Stonecrest Blvd., Tega Cay, S.C. 29708
(803) 802-1799

Area Map - Google





VICINITY MAP - N.T.S.

GENERAL INFORMATION:

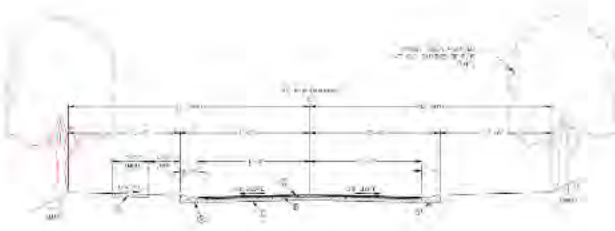
PROJECT: VILLAGE DRIVE PLANNED DEVELOPMENT (PD)
DEVELOPER: US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122
OWNERS: (1) SECOND BAPTIST CHURCH OF CHESTER
 (2) JOSE EFRAIN ORTEGA
PARCELS: (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)
 (2) 079-04-02-088-000
ACREAGE: 90.10 ACRES ± (RESIDENTIAL)
 8.89 ACRES ± (MULTIFAMILY)
 13.83 ACRES ± (COMMERCIAL)
 111.82 ACRES ± (TOTAL)
EXISTING ZONING: LC & RG-1
PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED, MULTIFAMILY, COMMERCIAL
MAX. DENSITY: SINGLE FAMILY LOTS - 256 (2.89 UNITS/AC)
 MULTIFAMILY UNITS - 216 (24 UNITS/AC)
 MAX. ALLOWED - 472 DWELLING UNITS
COMMERCIAL: PER REZONING NOTES
SINGLE FAMILY LOTS:
 - MIN. LOT WIDTH: 50 FT @ FRONT S.B.
 - MIN. LOT DEPTH: 120 FT
 - MIN. LOT SIDE: 6,000 FT
 - SETBACKS/YARDS: FRONT S.B. - 20 FT
 CORNER YD. - 10 FT
 SIDE YARD - 5 FT
 REAR YARD - 25 FT
MULTIFAMILY ATTACHED UNITS:
 - MIN. LOT WIDTH: 20 FT @ FRONT S.B.
 - MIN. LOT DEPTH: 95 FT
 - MIN. LOT SIDE: 1,500 FT
 - SETBACKS/YARDS: FRONT S.B. - 20 FT
 REAR YARD - 15 FT
 - MIN. 20' BUILDING SEPARATION
 - MIN. 20' FROM SIDE STREETS (CORNER)
MULTIFAMILY APARTMENTS:
 - MIN. LOT WIDTH: 100 FT
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: FRONT S.B. - 30 FT (VILLAGE DRIVE)
 ROAD SETBACK - 20 FT (RESIDENTIAL)
 SIDE YARD - 10 FT (MULTIFAMILY)
 REAR YARD - 20 FT (NON-RESIDENTIAL)
COMMERCIAL PARCELS:
 - MIN. LOT WIDTH: 100 FT
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 - SETBACKS/YARDS: ROAD SETBACK - 30 FT
 SIDE YARD - 20 FT (RESIDENTIAL)
 REAR YARD - 10 FT (ALL OTHERS)
OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE
 MULTIFAMILY - 10% OF GROSS ACREAGE
 COMMERCIAL - N/A
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)

GRAPHIC SCALE
 0 50 100 150 200
 1" = 100 FT
 1" = 100' = 30.48 M

DATE	ISSUED FOR	REV
05/24/2021	Final PD Master Plan	1
www.rjeharris.com		
Project Manager	B. Pickens	
Prepared by	R. Harris	
Project Date	May 25, 2021	
US DEVELOPMENTS 5825 CARMELIE BOULEVARD, SUITE 200 CHARLOTTE, NORTH CAROLINA 28209 P: 704.576.0122		
VILLAGE DRIVE PLANNED DEVELOPMENT		
PD REZONING MASTER PLAN		
Project No.	079-04-02-020-000	
Sheet No.	RZ-1	



ZONING INFORMATION | GENERAL PROVISIONS:

1. THIS REZONING PLAN SHALL TAKE PRECEDENCE OVER ANY CONFLICTS WITH THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS.
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4. SUB-PHASING OF THE PROJECT WILL BE PERMITTED AND MUST BE PROPOSED AT TIME OF PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) FOR EACH RESPECTIVE DEVELOPMENT AREA (ALSO CONSIDERED MASTER PHASES).
5. MINOR AMENDMENTS TO THE REZONING PLAN MAY BE APPROVED BY THE PLANNING DIRECTOR WITH A WRITTEN LETTER OF REQUEST AND MAY INCLUDE, BUT NOT BE LIMITED TO:
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 - INCREASE IN MIN. REQUIRED LOT SIZE
 - CONVERSION OF MULTI-FAMILY AREA TO SINGLE FAMILY RESIDENTIAL USE
 - CHANGE IN PHASING/SEQUENCING
 - ADJUSTMENT OF OPEN SPACES AND SINGLE FAMILY LOT LINES SO LONG AS MIN. OPEN SPACE REQUIREMENT FOR EACH AREA ARE MET
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 - CHANGES IN RESIDENTIAL DENSITIES
 - INCREASE IN RESIDENTIAL DENSITIES
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 - REDUCTION OF OPEN SPACES BELOW THE MIN. OPEN SPACE STANDARDS SET FORTH IN THIS REZONING
7. DRAFT OF COVENANTS, CONDITIONS AND RESTRICTIONS (CCRs) SHALL BE PROVIDED TO CHESTER COUNTY FOR REVIEW AND MUST BE RECORDED AT TIME OF THE SUBDIVISION RECORDDATION.

MAX. PERMITTED DENSITIES | PERMITTED USES:

1. DENSITIES FOR RESIDENTIAL USES SHALL NOT EXCEED THOSE SPECIFIED ON SHEET RZ-1
2. PERMITTED USES FOR EACH DEVELOPMENT AREA ARE AS FOLLOWS:
 - SINGLE FAMILY AREAS (SINGLE FAMILY DETACHED DWELLINGS)
 - MULTI-FAMILY AREAS (APARTMENTS, CONDOMINIUMS, ATTACHED SINGLE FAMILY (TOWNHOUSES))
 - COMMERCIAL AREAS (USES ALLOWED UNDER GENERAL COMMERCIAL ZONING DISTRICT (GCZ))
3. IMPROVED OPEN SPACES (AMENITIES, TRAILS, PLAY FIELDS, PARKS/PLAYGROUNDS, PASSIVE LAWNS, SITTING AREAS, LANDSCAPED AREAS), OPEN SPACES AND NATURAL AREAS SHALL BE PERMITTED IN ANY DISTRICT.

OPEN SPACES:

1. OPEN SPACES (IMPROVED, PASSIVE OR NATURAL) ARE PERMITTED IN ANY DEVELOPMENT AREA.
2. OPEN SPACES MAY INCLUDE IMPROVED AMENITIES (EVEN IF ON A DEDICATED ALIQUOT LOT), ACTIVE OPEN SPACES, PASSIVE OPEN SPACES, NATURAL AREA OPEN SPACES AND STORMWATER DETENTION PONDS.
3. OPEN SPACES SHALL BE MAINTAINED BY EITHER A MASTER PROPERTY OWNERS ASSOCIATION (MPOA) OR SUB-HOMEOWNERS ASSOCIATION (SHOA) FOR EACH RESPECTIVE DEVELOPMENT AREA.

STREETS & TRAFFIC:

1. DEVELOPMENT SHALL INCLUDE WHO BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SDOT).
2. TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF FINAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
3. APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ASSIGNS TO SDOT TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SDOT.
 - 50 FT PUBLIC RIGHT-OF-WAY
 - 22 FT PAVED ROADWAY SURFACE (15 FT PAVED LANES)
 - 6 INCH VULNERABLE CURB (SIDE)
 - MIN. 1 FT PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
 - 1 FT CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY AND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT RULK OF CUL-DE-SACS)
 - MIN. 10 FT CENTERLINE RADIUS
 - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 8 FT PAVED LANES)
5. NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG VILLAGE DRIVE.

PARKING & OFF-STREET LOADING:

1. SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
 - PARKING ASSES MAY BE REDUCED TO 25 FT OF TRAVEL SURFACE
 - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
 - OFF-STREET LOADING AREAS WILL NOT BE REQUIRED FOR MULTI-FAMILY DEVELOPMENT IF SUFFICIENT TURNAROUNDS OR VEHICLE AIR CIRCULATION PATTERNS ARE PROVIDED FOR MOVING TRUCKS AND/OR EMERGENCY VEHICLES (TURNAROUNDS MAY INCLUDE T-TURNAROUNDS, CIRCULAR TRAFFIC PATTERNS AND OTHER DESIGNS)

SIGNAGE:

1. SIGNAGE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE.

LANDSCAPING & TREE SAVE:

1. EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH SUBSECTION 5.31 OF THE CHESTER COUNTY ZONING ORDINANCE (19 SHRUBS, 2 EVERGREEN TREES PER 100 FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG VILLAGE DRIVE AND J.A. COCHRAN BYPASS.
2. NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT.
3. TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT.
4. EXISTING TREES AND NATURAL BROWNS MAY BE USED TO SATISFY ANY REQUIRED BUFFERS.
5. PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE.
6. FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY.
 - SHALL BE MIN. 4 INCH CALIBER AT TIME OF PLANTING AND SHALL BE 4 INCH DBH AT 15 FT
 - SHALL BE PLANTED WITHIN 5 FT OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
 - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND RIGHT DISTANCE TRIANGLES AT INTERSECTIONS

WATER AND SEWER:

1. PUBLIC WATER AND SEWER SHALL BE PROVIDED FOR ALL USES ON THE PROJECT, SUBJECT TO EXTENSION POLICIES OF SERVICE UTILITIES.

STORMWATER:

1. STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS.
2. OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT.
3. STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SDOT, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGE WAYS AND REGULATED FLOODPLAIN/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA).

START OF CONSTRUCTION:

1. UPON APPROVAL OF THE PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) BY THE CHESTER COUNTY PLANNING COMMISSION AND OBTAINING NOTICE OF INTENT (NOI) FROM SDOT, LAND DISTURBANCE MAY BEGIN ON THE PROJECT.

DATE:	REVISION:	BY:
R. Joe Harris & Associates, Inc. Engineering • Land Surveying • Planning Management		
www.rjeharris.com		
<small> Provided as a service to our customers and to the public. This is not a contract. It is a representation of the information available at the time of printing. It is not intended to constitute an offer of insurance or any other financial product. For more information, please contact your insurance agent. </small>		
US DEVELOPMENTS 2025 CANON DR. BLDG 2400, SUITE 200 CHARLOTTE, NORTH CAROLINA 28208 PH: 704-596-0100		
VILLAGE DRIVE PLANNED DEVELOPMENT		
PD REZONING TECHNICAL DATA SHEET		
Prepared For: Planning Commission	Drawing No.: RZ-2	





DEVELOPMENT SUMMARY

SIZE OF THE PROJECT IS 111.92 ACRES

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

SINGLE FAMILY RESIDENTIAL

- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

MULTI-FAMILY RESIDENTIAL

- > Apartments or Townhomes

ADVANTAGES OF DEVELOPMENT

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
 - access to Lancaster Highway (Hwy 9)
 - access to Saluda Road (Hwy 121)
 - adjacent to JA Cochran Bypass

TRAFFIC IMPACT STUDY

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)

Chester County Planning Commission
July 20, 2021

Chairman Raines made a request to combine the last two cases CCMA21-25 and CCMA21-26 both requesting to be rezoned from RG-1 (Multi Family) to (PD Planned Development). Applicant presented these cases along with CCMA21-24. Commissioner Grant made the motion to combine to two; seconded by Chairman Raines. Vote was 7-0 to combine.

CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

Chairman Raines said as mentioned we've already heard the presentation for the three cases combined. We discussed many issues such as setbacks and water and sewer. I will ask the questions, is there any member of the public that would like to speak in favor or in opposition of this rezoning request. There were none.

Chairman Raines made a motion to approve the rezoning request for CCMA21- 25 and CCMA21-26 as presented; seconded by Commissioner Grant. *Vote was 5-2 to approve with Commissioners Howell and Williams opposed.*



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: 6.15.21 Case # CCMA21-25 Invoice # 3924

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

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Village Drive
 Tax Map Number: 079-04-02-088-000 Acres: 50.10

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

PLEASE PRINT:

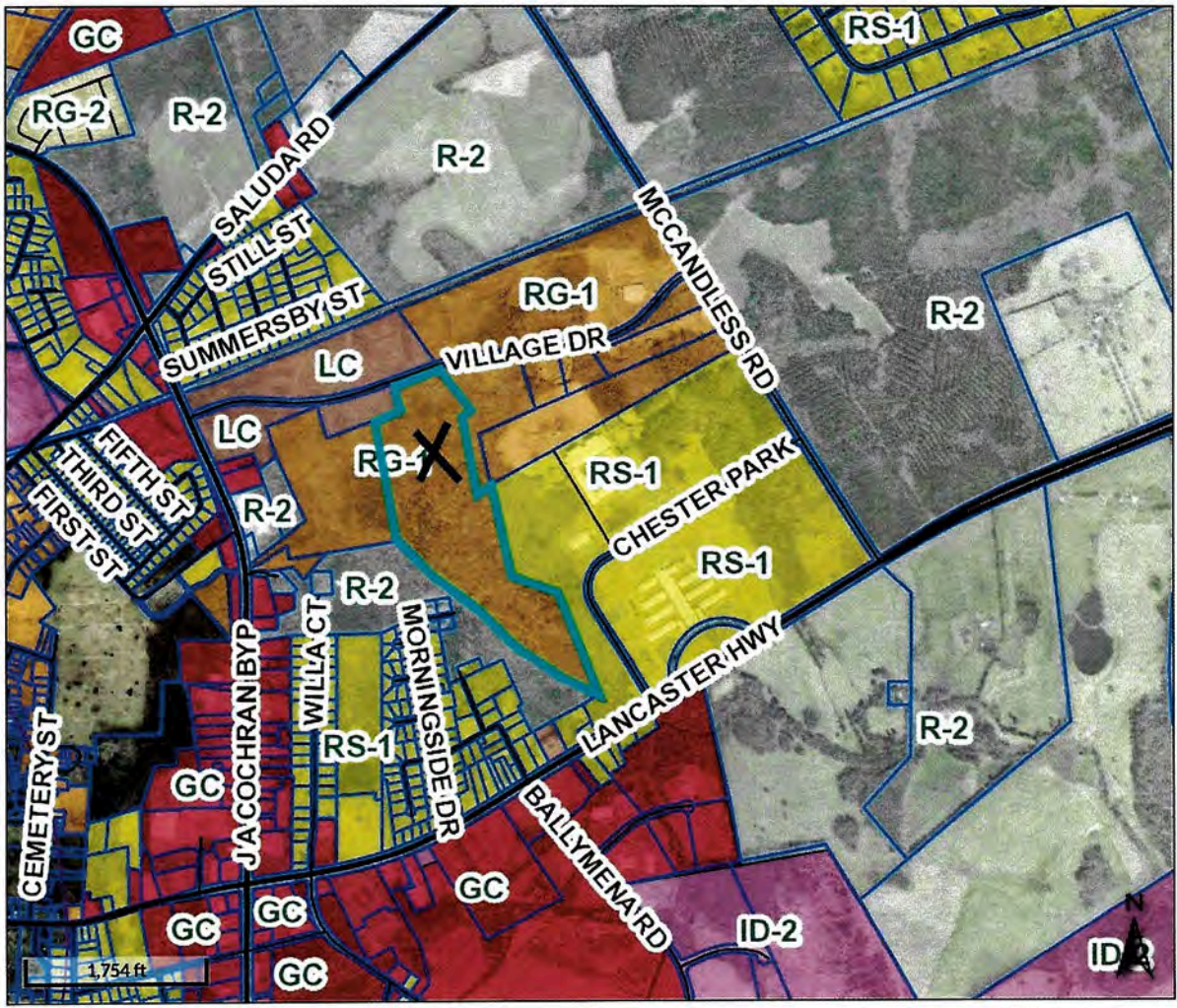
Applicant (s): US Developments
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209
Telephone: [REDACTED] work N/A
E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): Jose Efrain Ortez
Address: 117 Henry Street, Chester, SC 29706
Telephone: N/A cell N/A work N/A
E-Mail Address: N/A

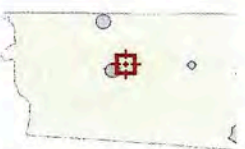
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 03-10-21
Applicant signature: [Signature] Date: 05-10-2021

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 - RIV
 - RS-1
 - County Boundary

Parcel ID	079-04-02-088-000	Alternate ID	n/a	Owner Address	ORTEZ JOSE EFRAIN
Sec/Twp/Rng	n/a	Class	LA		13619 SLEDGE ROAD
Property Address		Acreeage	49.95		CHARLOTTE NC 28278
District	02				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

VILLAGE DRIVE

PLANNED DEVELOPMENT



DEVELOPER:



US DEVELOPMENTS
BROKERAGE, DEVELOPMENT, MANAGEMENT.

ENGINEER:

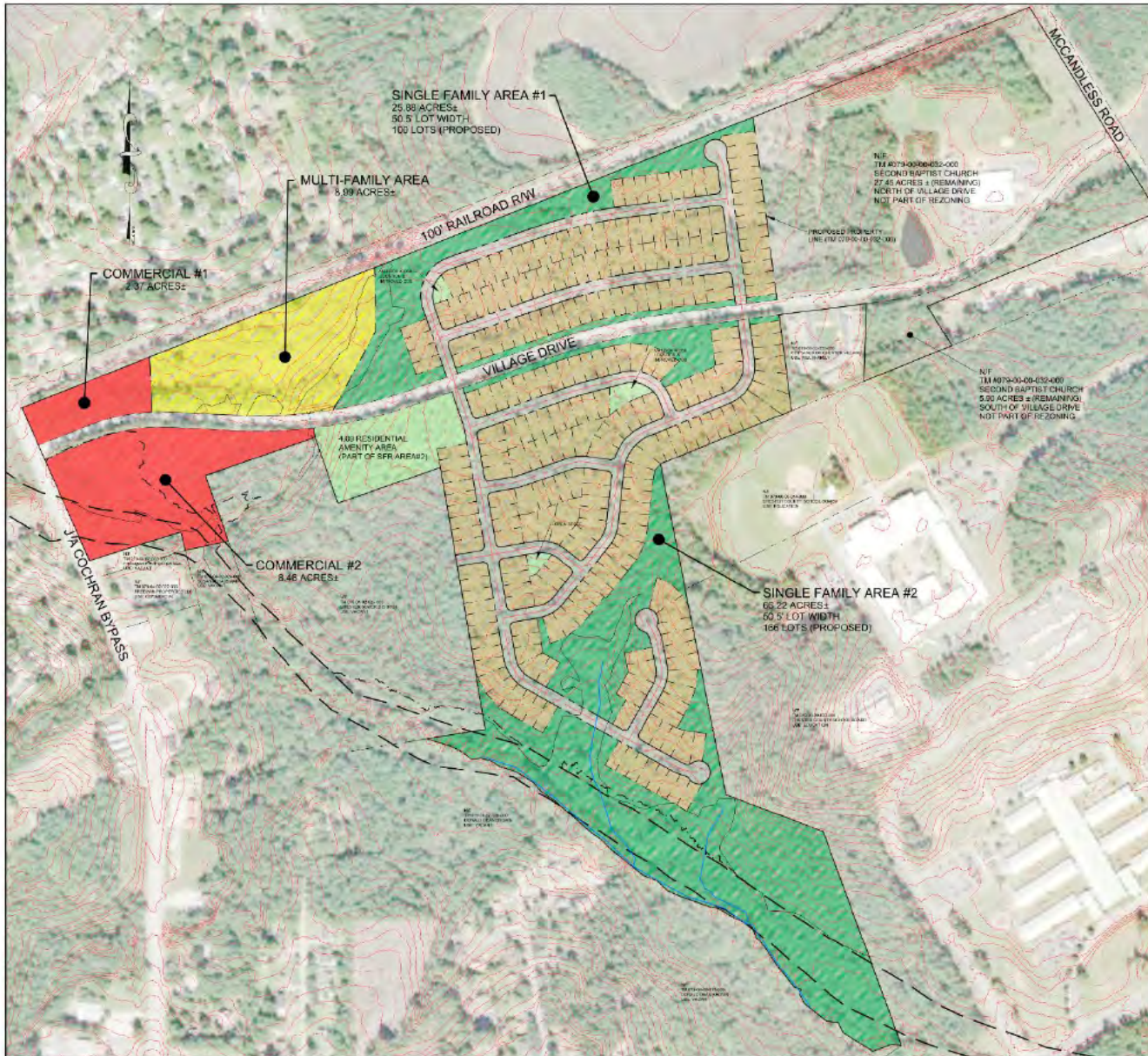


R. Joe Harris & Associates, Inc.

1186 Stonecrest Blvd., Tega Cay, S.C. 29708
(803) 802-1799

Area Map - Google





VICINITY MAP - N.T.S.

GENERAL INFORMATION:

PROJECT: VILLAGE DRIVE PLANNED DEVELOPMENT (PD)
DEVELOPER: US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.578.0122
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PARCELS: (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)
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OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE
 MULTIFAMILY - 10% OF GROSS ACREAGE
 COMMERCIAL - N/A
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE	ISSUED FOR	REV
05/25/2021	FOR PERMITS	1



RJH
 R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning
 Management
 www.rjeharris.com

Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

Project No: **2021-05**

Project Date: **May 25, 2021**

Prepared By	Checked By
A. Pridemore	B. Pridemore
A. Pridemore	B. Pridemore

US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.578.0122

Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

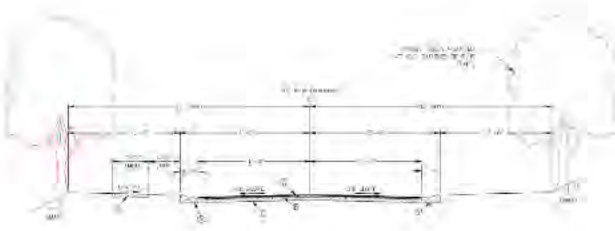
Project No: **2021-05**

Project Date: **May 25, 2021**

Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

Project No: **2021-05**

RZ-1



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MAX. PERMITTED DENSITIES | PERMITTED USES:

1. DENSITIES FOR RESIDENTIAL USES SHALL NOT EXCEED THOSE SPECIFIED ON SHEET RZ-1
2. PERMITTED USES FOR EACH DEVELOPMENT AREA ARE AS FOLLOWS:
 - SINGLE FAMILY AREAS (SINGLE FAMILY DETACHED DWELLINGS)
 - MULTI-FAMILY AREAS (APARTMENTS, CONDOMINIUMS, ATTACHED SINGLE FAMILY (TOWNHOUSES))
 - COMMERCIAL AREAS (USES ALLOWED UNDER GENERAL COMMERCIAL ZONING DISTRICT (GC))
3. IMPROVED OPEN SPACES (AMENITIES, TRAILS, PLAY FIELDS, PARKS/PLAYGROUNDS, PASSIVE (LAWNS, SITTING AREAS, LANDSCAPED AREAS), OPEN SPACES AND NATURAL AREAS) SHALL BE PERMITTED IN ANY DISTRICT.

OPEN SPACES:

1. OPEN SPACES (IMPROVED, PASSIVE OR NATURAL) ARE PERMITTED IN ANY DEVELOPMENT AREA.
2. OPEN SPACES MAY INCLUDE IMPROVED AMENITIES (EVEN IF ON A DEDICATED ALIQUOT LOT), ACTIVE OPEN SPACES, PASSIVE OPEN SPACES, NATURAL AREA OPEN SPACES AND STORMWATER DETENTION PONDS.
3. OPEN SPACES SHALL BE MAINTAINED BY EITHER A MASTER PROPERTY OWNERS ASSOCIATION (MPOA) OR SUB-HOMEOWNERS ASSOCIATION (SHOA) FOR EACH RESPECTIVE DEVELOPMENT AREA.

STREETS & TRAFFIC:

1. DEVELOPMENT SHALL INCLUDE WHO BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SDOT).
2. TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF FINAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
3. APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ASSIGNS TO SDOT TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SDOT.
 - 50 FT. PUBLIC RIGHT-OF-WAY
 - 22 FT. PAVED ROADWAY SURFACE (15 FT. PAVED LANES)
 - 24 INCH VULNERABLE CURB (SIDE)
 - MIN. 1 FT. PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
 - 1.5 FT. CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY LAND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT RULK OF CUL-DE-SACS)
 - MIN. 10 FT. CENTERLINE RADIUS
 - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 8 FT. PAVED LANES)
5. NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG VILLAGE DRIVE.

PARKING & OFF-STREET LOADING:

1. SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
 - PARKING ASSES MAY BE REQUIRED TO 25 FT. OF TRAVEL SURFACE
 - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
 - OFF-STREET LOADING AREAS WILL NOT BE REQUIRED FOR MULTI-FAMILY DEVELOPMENT IF SUFFICIENT TURNAROUNDS OR VEHICLE AIR CIRCULATION PATTERNS ARE PROVIDED FOR MOVING TRUCKS AND/OR EMERGENCY VEHICLES (TURNAROUNDS MAY INCLUDE T-TURNAROUNDS, CIRCULAR TRAFFIC PATTERNS AND OTHER DESIGNS)

SIGNAGE:

1. SIGNAGE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE.

LANDSCAPING & TREE SAVE:

1. EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH SUBSECTION 5.31 OF THE CHESTER COUNTY ZONING ORDINANCE (19 SHRUBS, 2 EVERGREEN TREES PER 100-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG VILLAGE DRIVE AND J.A. COCHRAN BYPASS
2. NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT
3. TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT
4. EXISTING TREES AND NATURAL BROWNS MAY BE USED TO SATISFY ANY REQUIRED BUFFERS
5. PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE
6. FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY
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 - SHALL BE PLANTED WITHIN 5 FT. OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
 - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND RIGHT DISTANCE TRIANGLES AT INTERSECTIONS

WATER AND SEWER:

1. PUBLIC WATER AND SEWER SHALL BE PROVIDED FOR ALL USES ON THE PROJECT, SUBJECT TO EXTENSION POLICIES OF SERVICE UTILITIES.

STORMWATER:

1. STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS
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3. STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SDOT, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGE WAYS AND REGULATED FLOODPLAIN/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA)

START OF CONSTRUCTION:

1. UPON APPROVAL OF THE PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) BY THE CHESTER COUNTY PLANNING COMMISSION AND OBTAINING NOTICE OF INTENT (NOI) FROM SDOT, LAND DISTURBANCE MAY BEGIN ON THE PROJECT.

DATE:	REVISION/NO:	REV:
11/15/2023	001	1
<p>www.rjeharris.com</p>		
Project Name:	Village Drive Planned Development	
Project No.:	2023-001	
Project Date:	May 25, 2023	
Project Location:	US DEVELOPMENTS, 2025 CAROLINE DRIVE BYPASS, SUITE 200, CHARLOTTE, NORTH CAROLINA 28208-1700	
Project No.:	2023-001	
Project Name:	VILLAGE DRIVE PLANNED DEVELOPMENT	
Project No.:	2023-001	
Project Name:	PD REZONING TECHNICAL DATA SHEET	
Project No.:	2023-001	
Project Name:	VILLAGE DRIVE PLANNED DEVELOPMENT	
Project No.:	2023-001	





DEVELOPMENT SUMMARY

SIZE OF THE PROJECT IS 111.92 ACRES

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

SINGLE FAMILY RESIDENTIAL

- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

MULTI-FAMILY RESIDENTIAL

- > Apartments or Townhomes

ADVANTAGES OF DEVELOPMENT

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
 - access to Lancaster Highway (Hwy 9)
 - access to Saluda Road (Hwy 121)
 - adjacent to JA Cochran Bypass

TRAFFIC IMPACT STUDY

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)

Chester County Planning Commission
July 20, 2021

Chairman Raines made a request to combine the last two cases CCMA21-25 and CCMA21-26 both requesting to be rezoned from RG-1 (Multi Family) to (PD Planned Development). Applicant presented these cases along with CCMA21-24. Commissioner Grant made the motion to combine to two; seconded by Chairman Raines. Vote was 7-0 to combine.

CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

Chairman Raines said as mentioned we've already heard the presentation for the three cases combined. We discussed many issues such as setbacks and water and sewer. I will ask the questions, is there any member of the public that would like to speak in favor or in opposition of this rezoning request. There were none.

Chairman Raines made a motion to approve the rezoning request for CCMA21- 25 and CCMA21-26 as presented; seconded by Commissioner Grant. *Vote was 5-2 to approve with Commissioners Howell and Williams opposed.*



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: July 20, 2021 Case # CCMA21-26 Invoice # 4060

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

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Village Drive
 Tax Map Number: 079-00-00-032-000 (Portion) Acres: 28.00

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

PLEASE PRINT:

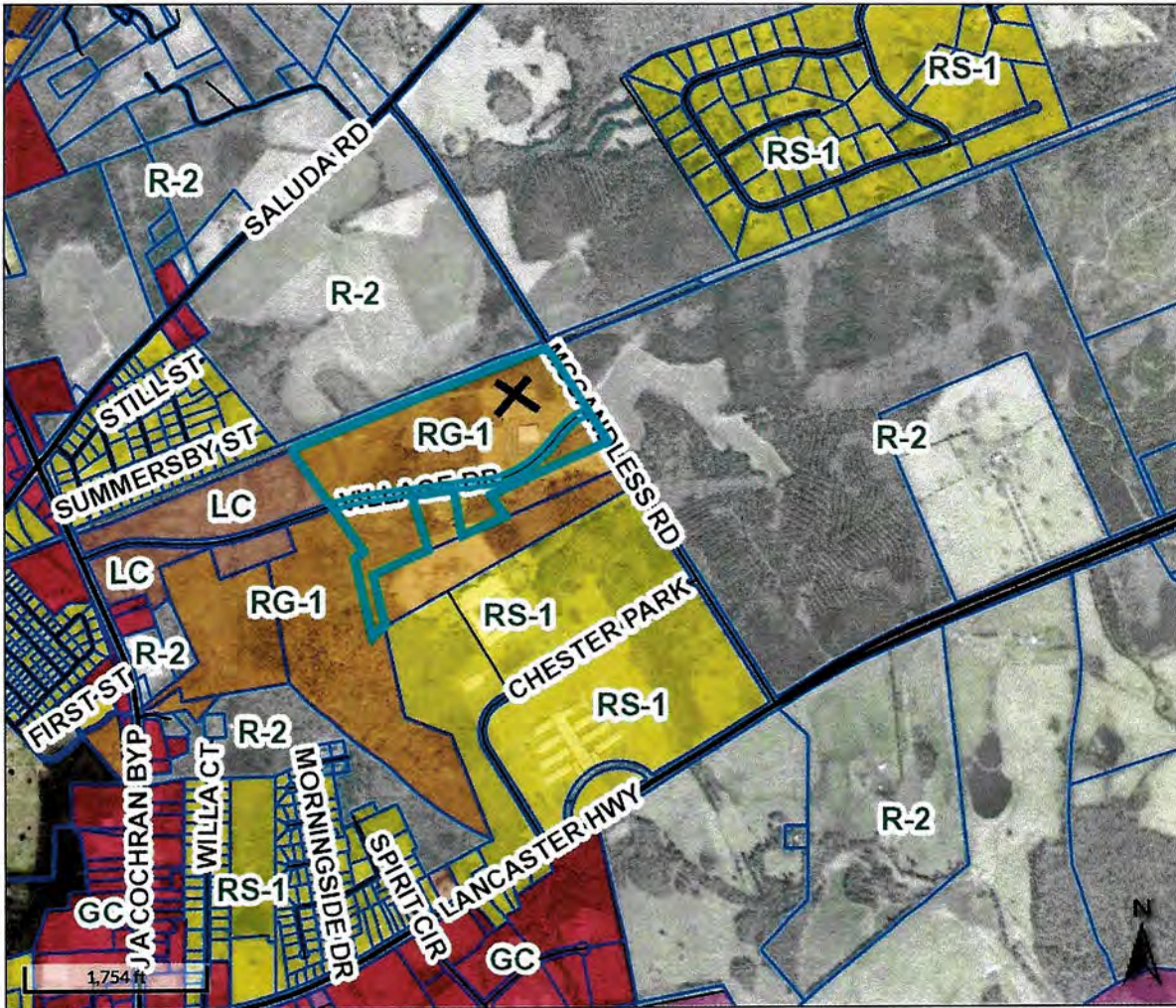
Applicant (s): US Developments
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209
Telephone: _____ work N/A
E-Mail Address: _____

Owner(s) if other than applicant(s): Second Baptist Church of Chester (Chester Freedom Ministries)
Address: 729 Village Drive, Chester, SC 29706
Telephone: _____ cell N/A work N/A
E-Mail Address: N/A

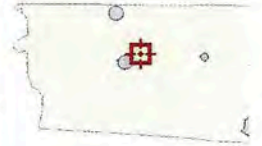
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 5/26/21
Applicant signature: [Signature] Date: 5/26/21

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



Overview



Legend

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

Parcel ID 079-00-00-032-000
 Sec/Twp/Rng n/a
 Property Address 662 13 VILLAGE DR
 District 02
 Brief Tax Description MCCANDLESS ROAD
 (Note: Not to be used on legal documents)

Alternate ID n/a
 Class EX
 Acreage 62.395

Owner Address SECOND BAPTIST CHURCH
 962 MCCANDLESS ROAD
 CHESTER SC 29706

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

Developed by  Schneider
 GEOSPATIAL

VILLAGE DRIVE

PLANNED DEVELOPMENT



DEVELOPER:



US DEVELOPMENTS
BROKERAGE, DEVELOPMENT, MANAGEMENT.

ENGINEER:

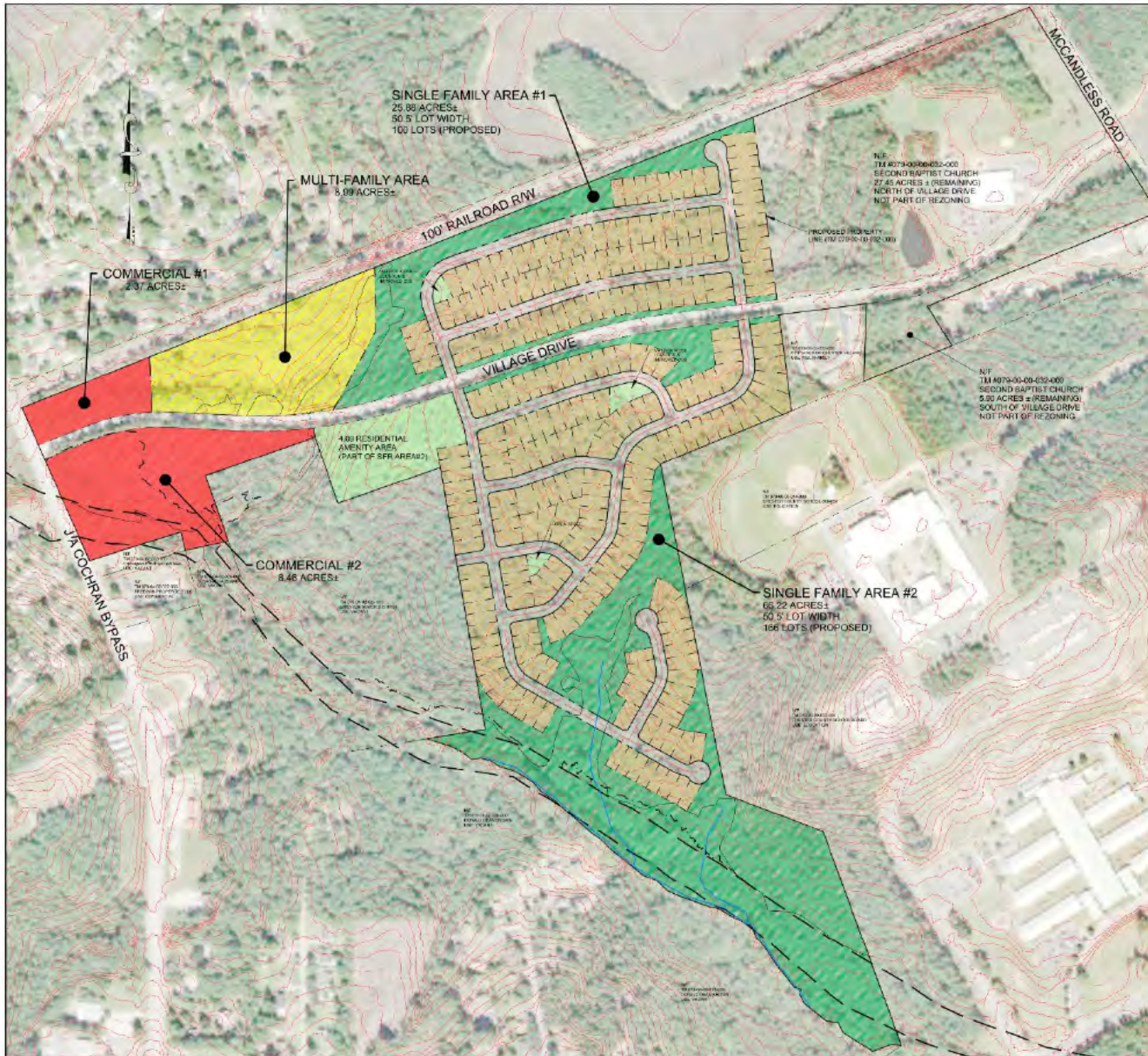


R. Joe Harris & Associates, Inc.

1186 Stonecrest Blvd., Tega Cay, S.C. 29708
(803) 802-1799

Area Map - Google





VICINITY MAP - N.T.S.

GENERAL INFORMATION:

PROJECT: VILLAGE DRIVE PLANNED DEVELOPMENT (PD)
DEVELOPER: US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122
OWNERS: (1) SECOND BAPTIST CHURCH OF CHESTER
 (2) JOSE EFRAIN ORTEGA
PARCELS: (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)
 (2) 079-04-02-088-000
ACREAGE: 90.10 ACRES ± (RESIDENTIAL)
 8.89 ACRES ± (MULTIFAMILY)
 13.83 ACRES ± (COMMERCIAL)
 111.82 ACRES ± (TOTAL)
EXISTING ZONING: LC & RG-1
PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED, MULTIFAMILY, COMMERCIAL
MAX. DENSITY: SINGLE FAMILY LOTS - 265 (2.89 UNITS/AC)
 MULTIFAMILY UNITS - 216 (24 UNITS/AC)
 MAX. ALLOWED - 483 DWELLING UNITS
COMMERCIAL: PER REZONING NOTES
SINGLE FAMILY LOTS:
 - MIN. LOT WIDTH: 50 FT. @ FRONT S.B.
 - MIN. LOT DEPTH: 120 FT.
 - MIN. LOT SIDE: 6,000 FT.
 - SETBACKS/YARDS: FRONT S.B. - 20 FT.
 CORNER YD. - 10 FT.
 SIDE YARD - 5 FT.
 REAR YARD - 25 FT.
MULTIFAMILY ATTACHED UNITS:
 - MIN. LOT WIDTH: 20 FT. @ FRONT S.B.
 - MIN. LOT DEPTH: 95 FT.
 - MIN. LOT SIDE: 5,000 FT.
 - SETBACKS/YARDS: FRONT S.B. - 20 FT.
 REAR YARD - 15 FT.
 - MIN. 20' BUILDING SEPARATION
 - MIN. 20' FROM SIDE STREETS (CORNER)
MULTIFAMILY APARTMENTS:
 - MIN. LOT WIDTH: 100 FT.
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: FRONT S.B. - 30 FT. (VILLAGE DRIVE)
 ROAD SETBACK - 20 FT. (RESIDENTIAL)
 SIDE YARD - 10 FT. (MULTIFAMILY)
 REAR YARD - 20 FT. (NON-RESIDENTIAL)
COMMERCIAL PARCELS:
 - MIN. LOT WIDTH: 100 FT.
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 REAR YARD - 10 FT. (ALL OTHERS)
 - 20 FT.

OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE
 MULTIFAMILY - 10% OF GROSS ACREAGE
 COMMERCIAL - N/A
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE	ISSUED FOR	REV
05/24/2021	FOR PERMITS	1
05/24/2021	FOR PERMITS	2



RJH
 R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning
 Management
 www.rjeharris.com

Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

Project: **PD REZONING MASTER PLAN**

Project: **RZ-1**

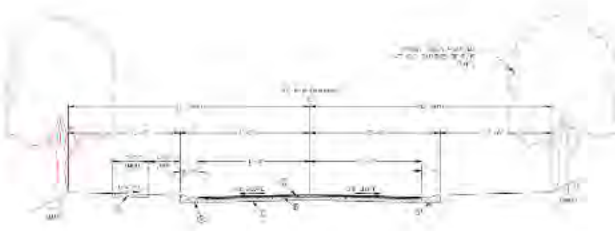
US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122

Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

Project: **PD REZONING MASTER PLAN**

Project: **RZ-1**

Project: **RZ-1**



ZONING INFORMATION | GENERAL PROVISIONS:

1. THIS REZONING PLAN SHALL TAKE PRECEDENCE OVER ANY CONFLICTS WITH THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS.
2. THE ORDINANCES IN PLACE AT TIME OF REZONING APPROVAL SHALL GOVERN THE PROJECT UNTIL COMPLETION AND PROJECT SHALL NOT BE SUBJECT TO ANY CHANGES IN THE CHESTER COUNTY ORDINANCE UNLESS SUCH CHANGES ARE THE RESULT OF COMPLIANCE WITH STATE AND/OR FEDERAL LAWS.
3. UNLESS OTHERWISE SPECIFIED WITHIN THIS REZONING PLAN, THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS IN PLACE AT TIME OF REZONING APPROVAL WILL GOVERN THE PLANNING DESIGN AND CONSTRUCTION OF THE PROJECT.
4. SUB-PHASING OF THE PROJECT WILL BE PERMITTED AND MUST BE PROPOSED AT TIME OF PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) FOR EACH RESPECTIVE DEVELOPMENT AREA (ALSO CONSIDERED MASTER PHASES).
5. MINOR AMENDMENTS TO THE REZONING PLAN MAY BE APPROVED BY THE PLANNING DIRECTOR WITH A WRITTEN LETTER OF REQUEST AND MAY INCLUDE, BUT NOT BE LIMITED TO:
 - CHANGES TO INTERNAL ROAD CONFIGURATIONS
 - INCREASE IN MIN. REQUIRED LOT SIZE
 - CONVERSION OF MULTI-FAMILY AREA TO SINGLE FAMILY RESIDENTIAL USE
 - CHANGE IN PHASING/SEQUENCING
 - ADJUSTMENT OF OPEN SPACES AND SINGLE FAMILY LOT LINES SO LONG AS MIN. OPEN SPACE REQUIREMENT FOR EACH AREA ARE MET
6. MAJOR AMENDMENTS TO THE REZONING PLAN WILL REQUIRE APPROVAL BY THE PLANNING COMMISSION AND COUNTY COUNCIL AND WILL INCLUDE:
 - CHANGES IN RESIDENTIAL DENSITIES
 - INCREASE IN RESIDENTIAL DENSITIES
 - REDUCTION OF MIN. LOT SIZE BELOW APPROVED REZONING STANDARDS
 - REDUCTION OF OPEN SPACES BELOW THE MIN. OPEN SPACE STANDARDS SET FORTH IN THIS REZONING
7. DRAFT OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R) SHALL BE PROVIDED TO CHESTER COUNTY FOR REVIEW AND MUST BE RECORDED AT TIME OF THE SUBDIVISION RECORDEDATION.

MAX. PERMITTED DENSITIES | PERMITTED USES:

1. DENSITIES FOR RESIDENTIAL USES SHALL NOT EXCEED THOSE SPECIFIED ON SHEET RZ-1
2. PERMITTED USES FOR EACH DEVELOPMENT AREA ARE AS FOLLOWS:
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SIGNAGE:

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 - SHALL BE MIN. 4 INCH CALIBER AT TIME OF PLANTING AND SHALL BE 4 INCH DBH AT 10 FT
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DATE:	REVISION:	BY:
R. Joe Harris & Associates, Inc. Engineering • Land Surveying • Planning Management		
www.rjeharris.com		
<small> Provided as a service to our customers, this information is not intended to be a substitute for professional engineering or other services. It is the responsibility of the user to verify the accuracy and completeness of the information provided. RJA is not responsible for any errors or omissions. </small>		
US DEVELOPMENTS: 2025 CANON DR. BLDG 0240, SUITE 200 CHARLOTTE, NORTH CAROLINA 28208 PH: 704-596-0100		
VILLAGE DRIVE PLANNED DEVELOPMENT		
PREPARED BY: PD REZONING TECHNICAL DATA SHEET		
PREPARED FOR: [Blank]	DRAWING NO.: [Blank]	
DATE: [Blank]		
SHEET NO.: RZ-2		





DEVELOPMENT SUMMARY

SIZE OF THE PROJECT IS 111.92 ACRES

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

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 - access to Saluda Road (Hwy 121)
 - adjacent to JA Cochran Bypass

TRAFFIC IMPACT STUDY

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)



DAVID SCHUELKE
COUNTY OF CHESTER
PO BOX 580
CHESTER, SC 29706

AUGUST 13, 2021 01:56:46 PM

Dear COUNTY OF CHESTER,

Thank you for choosing Dell Financial Services for your technology leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the five simple steps listed below:

- Step 1 Provide your Federal Employer Identification (FEI) Number on **Page 1 of 5 if your FEIN is not printed.**
- Step 2 Sign and Date the **YOU/LESSEE** section only on **Page 2 of 5** and print your **NAME and TITLE.**
- Step 3 After completing steps 1 through 2, return **ALL PAGES** via email to Public_Manual_Docs@Dell.com, excluding AutoPay.
- Step 4 **(Optional)** For the ease and convenience of **AUTOPAY**, please complete the enclosed form and return it according to the instructions on the autopay form.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact us.

MELINDA_GAINES
800-955-3355

*****Helpful Information*****

Lease Related: Your DFS Lease Number is: **810 - 9041557-001**
Equipment Related: Your DELL Customer Number is: **48891228**

For Dell Inc. equipment support or questions call **(888) 560-8324**.

View www.Dell.com/Support for Dell order status once your Lease paperwork is complete or call (800) 879-3355



TAX EXEMPT LEASE PURCHASE

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE COUNTY OF CHESTER	LEASE TERM (MONTHS) 60	ANNUAL RENT PAYMENT(S) \$16,858.59 Principal and Interest components as set forth on Exhibit B ^Subject to Applicable Tax	TRANSACTION PROCESING FEE \$0.00
DBA NAME (IF ANY)	TYPE OF ENTITY Municipality	FINANCING TERMS Product Cost: \$77,354.27 Shipping Charges: \$0.00 Transaction Processing Fee: \$0.00 Total On Lease: \$77,354.27 ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN IN ADVANCE * Shipping Charges are not included in the Annual Rent Payment as shown above ** Upfront Tax is not included in the Annual Rent Payment as shown above	
BILLING ADDRESS: PO BOX 580 CHESTER, SC 29706-0580			
PRODUCT LOCATION SEE EXHIBIT A		TOTAL PRINCIPAL AMOUNT FINANCED SEE EXHIBIT B	
GENERAL PRODUCT DESCRIPTIONS/SUPPLIER SEE EXHIBIT A		END OF LEASE PURCHASE OPTION TAX EXEMPT LEASE PURCHASE (TELP)	

57-6000331 FEDERAL EMPLOYER IDENTIFICATION #

TERMS AND CONDITIONS OF LEASE

1. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Exhibit A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 5) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent Annual (or the following day of the subsequent Annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

2. Funding Intent; Nonappropriation of Funds: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Representations, Warranties and Covenants: You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and

delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (g) the total cost of the Products will not be less than the total Principal Portion of the Rent listed in this Lease; (h) the Products have or will be ordered within six months of the date hereof in order to commence the Lease; (i) the Products are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof; (j) no fund or account which secures or otherwise relates to the Rent has been established; (k) you will not sell, encumber or otherwise dispose of any property comprising this Lease prior to the final maturity or termination of this Lease without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (l) you agree to execute, deliver and provide us with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Lease, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (m) Rent under this Lease will be paid from your periodic appropriations deposited into your general fund, such appropriations will equal the Rent due during each Fiscal Period, and all Rent payments will be from an appropriation made during the same Fiscal Period in which such Rent payment is made; and (n) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (n) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us. We hereby give notice to you that upon execution of this Lease, we will assign all of our right, title and interest in, to and under this Lease, including all Products and all payments owing under this Lease to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between us and DEF. You acknowledge and consent to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. You should continue to make any and all payments under this Lease directly to us, as servicing agent for DEF unless and until we notify you otherwise.

4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

5. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

6. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

7. Title; Quiet Enjoyment; Personal Property; Filing: You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

8. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

9. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

10. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

11. Return: In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

12. Purchase Option: If no Default exists under the Lease and upon satisfaction of all of your payment obligations, you will have the option at the end of the Lease Term to purchase our interest in all (but not less than all) of the Products "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate. As continuing security for your obligations until all such payments are made, you grant to us a first-priority security interest in all of your rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

13. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

14. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

15. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

16. Indemnity: To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

17. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

LESSEE COUNTY OF CHESTER		US/DFS Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINT NAME AND TITLE		PRINT NAME AND TITLE	
	DATE		DATE

LEASE NO: 810-9041557-001
Your DELL Customer Number is: 48891228



LEASE AGREEMENT
Exhibit A

Attached hereto and made a part hereof Lease: 810-9041557-001 between Dell Financial Services L.L.C. and COUNTY OF CHESTER as Lessee.

Product Location
1476 J A COCHRAN BYP
CHESTER
SC
29706

General Product Description/Supplier/Quantity
Dell Quote# 3000096148969.3

Description	Quantity
[REDACTED]	1
[REDACTED]	1

All other terms and conditions of the Lease shall remain unchanged.



LEASE AGREEMENT
Exhibit B

Company No: 73

Attached hereto and made a part hereof Lease No: 810-9041557-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and COUNTY OF CHESTER as Lessee

Total Financed Amount	\$77,354.27				
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE
	1	16,858.59	16,858.59	-	67,434.36
	2	16,858.59	15,288.84	1,569.75	50,575.77
	3	16,858.59	14,509.70	2,348.89	33,717.18
	4	16,858.59	15,161.09	1,697.50	16,858.59
	5	16,858.59	15,841.72	1,016.86	-



AUTOPAY AUTHORIZATION FORM

This is New Autopay Request Change to Existing Information Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice

Yes, please continue to send a monthly invoice No, I do not require a monthly invoice

All fields are mandatory

SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION

Name on Dell Lease or Loan Account: _____
(Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

			-											-			
			-											-			
			-											-			

Contact Name: _____ Phone: _____
Email Address: _____
(Note: In order to receive confirmation of autopay setup, please provide an email address)

SECTION 2: BANKING INFORMATION (The bank account must be a commercial account)

Name on Bank Account: _____

Bank Routing Number*:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Account Number*:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

SECTION 3: SIGNATURE (must be an authorized signer on bank account)

This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS") to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

PRINTED NAME _____ TITLE: _____

SIGNATURE: _____ DATE: _____

If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form along with your other Lease/Loan documents via fax or mail, as instructed by your DFS representative. **PLEASE DO NOT EMAIL THE COMPLETED FORM.** Otherwise, please return this completed form and copy of a voided check to our Autopay Department per the instructions below:

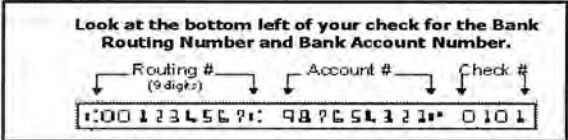
BY FAX (for faster activation)

Dell Financial Services AutoPay
Customer Service
Fax# 512-283-1854

BY MAIL

Dell Financial Services AutoPay
P.O. Box 81577
Austin, TX 78708-1577

OR



Copy of a voided check must accompany this form

You should retain a copy of this form for your records.

Revision: 2/16/2016



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000096148969.3	Sales Rep	Cameron Brickell
Total	\$83,542.60	Phone	(800) 456-3355, 6179677
Customer #	48891228	Email	Cameron_Brickell@Dell.com
Quoted On	Aug. 27, 2021	Billing To	PAYABLE ACCOUNTS PAYABLE
Expires by	Sep. 26, 2021		CHESTER COUNTY
Contract Name	Dell NASPO Computer Equipment PA - State of SC		1476 J A COCHRAN BYP
Contract Code	C000000010739		PO BOX 580
Customer Agreement #	MNWNC-108/4400011358		CHESTER, SC 29706
Solution ID	14676764		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Cameron Brickell

Shipping Group

Shipping To	Shipping Method
DAVID SCHUELKE CHESTER COUNTY 1476 J A COCHRAN BYP CHESTER, SC 29706 (803) 899-2511	Standard Delivery

Product	Unit Price	Quantity	Subtotal
---------	------------	----------	----------

Subtotal:	\$77,354.27
Shipping:	\$0.00
Estimated Tax:	\$6,188.33
<hr/>	
Total:	\$83,542.60

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

DAVID SCHUELKE
CHESTER COUNTY
1476 J A COCHRAN BYP
CHESTER, SC 29706
(803) 899-2511

Shipping Method

Standard Delivery

	Quantity	Subtotal
\$41,351.30	1	\$41,351.30

Estimated delivery if purchased today:

Dec. 20, 2021

Contract # C000000010739

Customer Agreement # MNWNC-108/4400011358

Description	SKU	Unit Price	Quantity	Subtotal
-------------	-----	------------	----------	----------

	Quantity	Subtotal
\$36,002.97	1	\$36,002.97

Estimated delivery if purchased today:
Dec. 20, 2021
Contract # C000000010739
Customer Agreement # MNWNC-108/4400011358

Description

SKU

Unit Price Quantity

Subtotal

Subtotal:	\$77,354.27
Shipping:	\$0.00
Estimated Tax:	\$6,188.33
<hr/>	
Total:	\$83,542.60

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are on your estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSAesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (defined on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on a stand-alone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronic linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

Dell Master Agreement No. 91AGY

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011358

Dell Contract Code WN29AGW

indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

CC. MATERIAL AND WORKMANSHIP (JAN 2006):

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be **new** and of the most suitable grade for the purpose intended. [07-7B120-1]

DD. RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

EE. STATEWIDE TERM CONTRACT (FEB 2015):

(a) With this agreement, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price". Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such

AGREEMENT:

The Implementation, Hosting and Maintenance of the
Online Payment Portal Solution known as "Autoagent iPayments"

Prepared for:

CHESTER COUNTY ASSESSOR & TREASURER, SC.

AGREEMENT

This AGREEMENT is made and entered into as of _____, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Delaware corporation, maintaining its principal place of business at 3497 Pine Haven Circle, Boca Raton, FL 33431, and **CHESTER COUNTY ASSESSOR & TREASURER, SC.** (hereinafter, "Agency"), a Government Agency maintaining its principal place of business at **1476 J A COCHRAN BYPASS, CHESTER, SC 29706.**

1. **SERVICE:** Agency agrees to utilize Autoagent iPayments as the sole online payment solution for real estate taxes and agrees to terminate any other present vendor as soon as practical but in any event within 91 days of entry into this agreement. iPayments will facilitate individual payments of real estate property taxes administered and collected by Agency. iPayments is provided by Autoagent at no cost to Agency. Autoagent is authorized to act as the Agency's outside agent in providing access to property tax information to permit individuals to determine their obligations and the timing for making tax payments online utilizing the Autoagent iPayments solution.
2. **TERM:** This Agreement shall be in effect for a period of three (3) years from the date of its acceptance by the Agency and shall be renewed automatically for successive one-year terms thereafter, unless either party serves written notice of its intent not to renew at least ninety (90) days prior to the expiration of the initial term or the applicable extended term and is also subject to the right of either party to terminate during the term or any extended term for a material breach by the other which continues for five (5) business days after written notice.
3. **COMPUTER OPERATIONS:** Autoagent will provide computer usage of its Autoagent software and related systems and services to the Agency. The computer software will be available 7 days a week, 24 hours a day except during times of scheduled maintenance.
4. **CONVENIENCE FEES:** There are no convenience fees (hereinafter, fees) to be paid to Autoagent from the Agency associated with the usage of the aforementioned software or any services related to the use of this software. Fees are paid by the end users of the software ("Payers"). Payers are individuals or entities interested in paying real state or other taxes and fees electronically using Autoagent iPayments. The fees per transaction are set to be as follows:
 - Electronic Checks / ACH: \$1.25
 - Debit Cards / Credit Cards: 2.50% with \$2.00 minimum fee per transaction
5. **PROGRAMMING:** Autoagent shall have no access to any computer hardware of the Agency. All programing and customization will be handled within the Autoagent's cloud-based software.
6. **BILLING DATA DELIVERY:** The Agency agrees to supply updated billing data to Autoagent at a minimum once per day during the billing cycles to ensure accurate payments.
7. **MAINTENANCE AND HOSTING:** Autoagent agrees to pay for maintenance and hosting of all computer equipment related to the smooth and normal operation of Autoagent software. The Agency shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of Autoagent's application software. Autoagent will install the Shopping Cart on any specific page of the <https://www.chestercountysctax.com> website. Alternatively, we can host the page on <https://www.chestercountysctax.com/paytaxes.us>. We will also help with content management of your website to facilitate the collections of payments.
8. **OWNERSHIP AND LICENSE:** Any and all software developed and compiled by Autoagent pursuant to this Agreement shall be the property of Autoagent.

This Agreement shall be governed by the laws of the State of **SOUTH CAROLINA**

ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the date first above written.

FOR THE CUSTOMER:

Company: _____

Name: _____

Signature: _____

Title: _____

Address: _____

FOR AUTOAGENT:

Company: Autoagent Data Solutions, LLC

Name: Niko Spyridonos

Signature:  _____

Title: President & CEO

Address: 3497 Pine Haven Circle

Boca Raton, FL 33431

*iPayments*TM

**The Autoagent
Online, In-Person EMV, and Over-the-Phone IVR
Payment Solutions**

**Proposal Prepared For
Chester County Assessor & Treasurer, SC.**

Proposal Submitted by:

Rudy Dopico, Regional Sales Manager
Autoagent Data Solutions LLC
Email: rudy@autoagent.com
Phone: 877-932-8478 Ext.227

July 22, 2021

Dear Chester County Assessor & Treasurer Thomas Darby,

Thank you for the opportunity to present you with this proposal for our payments solution called *iPayments*; another cost-free solution provided by Autoagent Data Solutions. *iPayments* will allow you to collect Real Estate and Manufactured Home property taxes, personal property taxes and much more from individual taxpayers through your existing Autoagent account.

Autoagent has been providing you its escrow property tax collection product and service with great success since November 2014. This proposed payments solution for tax collection and other billings from individual taxpayers is an add-on to your existing Autoagent account. You will now be able to collect from real estate tax servicers, banks, mortgage companies, and property taxpayers from one source: your existing Autoagent account.


iPayments allows individual taxpayers to pay their property taxes on a specific webpage, securely and conveniently; using a modern interface and a usable Shopping Cart. Taxpayers can be allowed to pay multiple amounts due, be allowed to pay the current amount due, even if there is a delinquency; or be forced to pay delinquent taxes first, before being allowed to pay the current amount due. Taxpayers can also have the option to make partial payments, pre-payments, and schedule automated payments per your discretion. You will ultimately choose which options to offer your taxpayers. *iPayments* utilizes ACH Account and Routing Number Validation for eCheck processing. This proposal entails Online, In-Person EMV , and Over-The-Phone IVR payment solutions. Although online payment solutions are provided by many other vendors, what is unique to Autoagent is the fact that the Escrow MassPay and *iPayments* solutions are both managed through your Autoagent Account. This unique combination, and the fact that Autoagent is Patented under US Patent 9,552,612 , make our payments solution a unique proposition.

In this proposal we believe you will realize the unique benefits of utilizing *iPayments* together with your existing Autoagent account.

Rudy Dopico, our Regional Sales Manager responsible for North Carolina Tax Administrations, is your point of contact for this proposed solution. Rudy is available via telephone at 877-932-8478 Ext.227 and by email at rudy@autoagent.com.

We are looking forward to continuing a successful working relationship with your office.

Sincerely,


Niko Spyridonos
President/CEO
Autoagent Data Solutions, LLC

Email: niko@autoagent.com
Phone: 877-932-8478 Ext.201
Mobile: 847-980-7799

iPayments™ PROPOSED SOLUTION

PROPOSED CONVENIENCE FEES

- Credit/Debit Cards (Visa, MasterCard, Discover, AMEX) – 2.50% with \$2.00 minimum fee per transaction
- ACH eChecks – \$1.25

SUMMARY OF PROPOSED SERVICES

1. Both online, in-person, and over-the-phone payments will have the same convenience fees.
2. Taxpayers can be allowed to pay multiple amounts due at once.
3. Taxpayers can have the option to pay delinquent taxes per your specific business rules.
4. Taxpayers can have the option to make partial payments.
5. Taxpayers can have the option to make pre-payments.
6. Taxpayers can have the option to schedule automated payments.
7. We will provide you a customized IVR solution for Over-the-Phone payments.
8. Autoagent will not charge for any encryption fees.
9. You will have the ability to create and download multiple filtered Collection Reports.
10. You will the ability to view live payment activity transactions instantly on your Daily Transaction page.
11. Download Payment Activity Reports by Type (credit card, eCheck) and Channel (online, in-person, telephone).
12. Autoagent has provided you its Escrow collection product since 2014. No changes needed.
13. Property tax billing data already flows into your Autoagent account via FTP. No changes needed.
14. Real estate tax servicers facilitate their payments through your existing Autoagent Account. No changes needed.
15. The Autoagent iPayments Solution will be enabled free of charge to your office.
16. Autoagent will install the Shopping Cart on any specific page of the <https://www.chestercountysctax.com> website. Alternatively, we can host the page on <https://www.chestercountysctax.com/paytaxes.us>
17. The payments transaction capture is PCI Level 1 compliant and takes place on our processor's PCI compliant servers. No PCI exposure to your office whatsoever.
18. No charges for implementation/conversion fees.
19. No charge for iPayments training with your office staff Autoagent Account Users.
20. Autoagent Customer Support is 24/7/365.

SERVICE and SUPPORT LEVEL

- Autoagent commits its service level to 100% uptime guarantee during payment cycles
- Technical issues will be solved within a 4-hour window during business hours
- Taxpayer support will be offered directly by Autoagent and our merchant partner

ABOUT iPayments™

The iPayments solution is a one-of-a-kind online payments solution provided to existing Autoagent customers since it is an add-on software component that can be enabled upon request (Figure 1).



Figure 1: iPayments can be enabled on your existing Autoagent account with a flip of a switch

Unique Solution Unlike Any Other



Figure 2: US Patent 9,552,612 B2 was awarded in 2017

The unique combination of being able to facilitate and capture payment transactions from both real estate tax servicers, mortgage lenders and individual taxpayers under one capturing solution is unique to Autoagent.

The fact that Autoagent is the Patent holder on US Patent 9,552,612 (Figure 2) on the escrowed payment process, makes it almost impossible for other companies to be able to provide a competitive solution that facilitates both the escrow and individual tax payments under one unified system, making Autoagent iPayments a sole source solution provided **ONLY** by Autoagent Data Solutions, LLC.

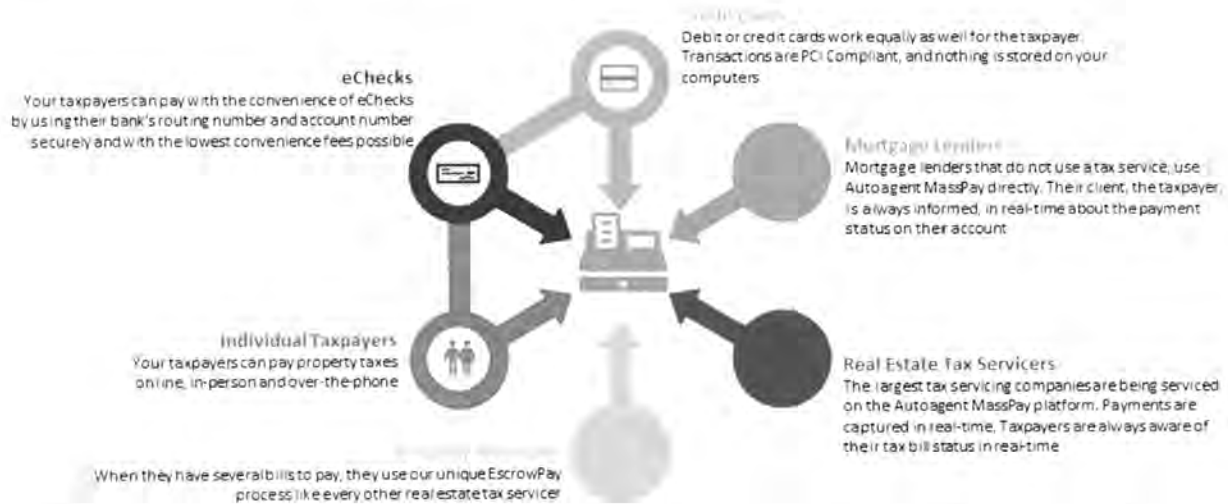
Collect through-out the Year



The iPayments portal is always available, 24x7x365; always collecting the most up-to-date property taxes for you. You can switch it off and/or end your collection period when you choose by selecting an end date for each tax cycle.



One Payment Capturing Process for Both Escrow and Individual Payers



Your property tax billing data flows into the Autoagent database on a regular basis. The same data that Escrow Payers see, is shared with Individual Taxpayers. Payments are captured in real-time on the same capturing database which makes both sides of the business instantly aware of payment status and balance due.

No Duplicate Payments – No Refunds

Autoagent blocks duplicate payments. Only one can pay a parcel.



We designed iPayments in a way that further limits your exposure to duplicate payments. Simply put, when a mortgage lender has marked a parcel for payment, the taxpayer is informed that the property tax is being paid by a mortgage lender and vice versa. **We even show the mortgage lender's name so there is no doubt.** The reason for that is because the Escrow and iPayments solutions are facilitated on the same Autoagent payment capturing platform.

Shopping Cart Plug-Ins to Your Website



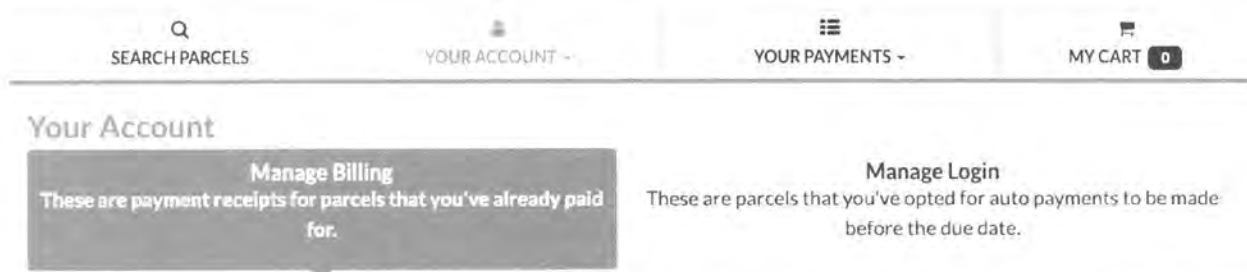
iPayments is a turn-key solution, designed to integrate directly onto your website. We have made it very easy to integrate this fully featured shopping cart system by supplying you with a single line of code that you IT staff (or us) may plug-in anywhere on your website on any web page you designate.

Simple Payment Delivery



We did not want you to have to add yet another system to your ever-growing list of systems, so we simplified. The payment delivery method is the exact same as the payment delivery of your current escrow pay Autoagent account. When a credit/debit or eCheck batch settles, you receive an email notifying you of the payment file available for you to download. You simply click the link, download, and import the file into your tax software.

User Accounts



Any taxpayer that pays through the iPayments portal can optionally create an Account and keep track of their property tax payments and future tax collection cycles. The Account Users get notified via email or mobile SMS text message when you run your tax seasons. They login to their iPayments account, see their new amount due, the due dates, and always pay on time.

Delinquent Payments Now a Reality



The iPayments portal can be enabled to collect delinquent taxes, penalties, and interest without any modifications. Partial property tax payments or property tax pre-payments are optional features as well.

Low Flat Convenience Fees



We took out the guesswork. Our fees are low and competitive and cover all Visa and Mastercard debit/credit or American Express cards and eChecks. The convenience fees are charged as a 2nd transaction separate from the tax amounts. The property taxes collected are deposited directly into your bank account. The convenience fees go directly to us. There are no charges to your office whatsoever.

In-Person and Over-the-Phone IVR Payments



iPayments can help collect property taxes for in-person payments and over the phone. Our industry partners have solutions that use our existing data to collect accurately and efficiently without you having to send yet another data feed to a third party. It is all done through the Autoagent databases utilized from your account.

Taxpayers will also be able to utilize a free toll-free IVR system at no additional charge to the Tax Office. The IVR system is customizable and may collect Real Estate as well as other types of payments. Taxpayers are able call the number and through a series of prompts, pay via phone. The system is completely automated.



Autoagent's Point of Sale technology is state of the art. It is PCI Compliant Level 1, SSAE Type II Audited and conforms to all NACHA rules. Your customers can feel secure accessing your site with the security Autoagent has in place. Today, security of information is imperative.

Security Information:

Autoagent deploys both active and passive monitoring to protect against intrusion and disruption in service. The PCI audit is passed each year.

- Data Secrecy – no unauthorized release or access to information
- Data Integrity – no unauthorized modification or destruction of data
- Data Availability – 99.9%
- Data Audit-ability – monitoring and discriminating between normal and abnormal system activities

Electronic security includes:

1. Controlling access to the data within the system through the use of passwords and/or additional log-in procedures.
2. Limiting access per users.
3. Protection of data behind Autoagent's firewall.
4. Encryption of all web-based applications.
5. Internal access to the network is secured through use of a "Virtual Private Network"
6. Secure FTP and SSL data transmission methods.

PCI Compliance means adherence to the Payment Card Industry Data Security Standards, PCI DSS. The standards were established by the Payment Card Industry Security Standards Council (PCI SSC). The PCI SSC was established in 2006 by the major credit card brands. It is the responsibility of all parties – including businesses, merchant services providers, financial institutions, and card issuers – to keep the process safe by achieving and maintaining PCI compliance.

ACCEPTANCE

FOR THE CUSTOMER:

Company: _____

Name: _____

Signature: _____

Title: _____

Address: _____

FOR AUTOAGENT:

Company: Autoagent Data Solutions, LLC

Name: Niko Spyridonos

Signature: _____

Title: President & CEO

Address: 3497 Pine Haven Circle

Boca Raton, FL 33431



Richburg Fire Rescue

225 North Main Street

Richburg, SC 29729

(803)789-3636

Like us on Facebook @ richburgfire-rescue

Date: August 30th, 2021

RE: 2020 FEMA Fire Act Grant Award

Dear Dr. Wylie Frederick & Council Members,

Each year the Richburg Fire Department pursues various grants to aid in expanding our capabilities and furthering our goals of providing the citizens of the Richburg Fire District and Chester County with the best services we can possibly offer. One of the available grants that we have pursued since the early 2000's is the FEMA Fire Act Grant. There are never any guarantees of being awarded a request, but we must continue trying each year. Over the years we have received 2 separate grants for equipment. The most recent award allowed us to purchase 25 sets of turnout gear in 2015 that saved the county approximately \$70,000. In the prior years we were awarded funding to purchase approximately \$60,000 in extrication equipment, medical equipment, and exercise equipment.

We are pleased to announce that we were notified the morning of 8/20/2021 via email that we have been awarded our third FEMA Fire Act Grant from the federal government for \$207,797. Our request for a new Type 1 Ambulance has been approved!! This includes the cost of the ambulance and a power stretcher. Below is a breakdown on the funding information:

Federal resources awarded

\$197,901.90

Required non-federal resources

\$9,895.10

Thank you for your continued support of our community and we hope you will be as proud of this huge investment in our community as we are!

Sincerely,

T. Melton
Assistant Chief- Richburg Fire

Cell (803) 325-4540

Office (803) 789-3636

CC: Bill Gladden, Jerry Williams, Jeff Coleman, Odell Steele, Chester County Council Members

Vehicle type or class	Model year (e.g. 2009)	Pumping capacity (gallons per minute)	Carrying capacity (gallons)
Rescue vehicle	2008	100	100

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Vehicle acquisition	1	\$207,797.00
Total	1	\$207,797.00

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHPinfo@fema.dhs.gov.

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00

Object class categories	Total
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$207,797.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$207,797.00
Indirect charges	\$0.00
TOTAL	\$207,797.00
Non-federal resources	
Applicant	\$9,895.10
State	\$0.00
Other sources	\$0.00
Remarks	Funds for non-federal resources grant match are collected through fundraising activities including a raffle for a donated ATV.
Total Federal and Non-federal resources	
Federal resources	\$197,901.90
Non-federal resources	\$9,895.10
TOTAL	\$207,797.00
Program income	\$0.00

Contact information

No

The Healthcare Foundation:

The Chester Healthcare Foundation was recently informed by the Internal Revenue Service of its approval as a 501-c-4 tax exempt private foundation.

The Chester Healthcare Foundation was created and evolved from the assets of the lease of the former Chester County Hospital and Nursing Center, Inc., to Health Management Associates of Naples, Florida by the Chester County Hospital Board in October 2004.

The Foundation's Mission is to support programs, projects, and/or services of prevention and education which enhance, improve, and/or promote the health and wellness with measurable outcomes of the citizens of Chester County.

Beneficiaries of the grant must be located in Chester County and/or provide programs and services to Chester County residents.

The Foundation will give priority to grant applicants for programs of community service that provide ongoing support. The Foundation seeks to make grants that will have a significant and lasting impact on the community and which can provide measurable outcomes in health improvement. Potential grantees are encouraged to propose creative and innovative collaborations and partnerships that respond to the community needs. Proposals should emphasize preventative healthcare and creative ways of solving health and wellness concerns.

The Foundation's Funding Guidelines stipulate awards can be granted only to organizations and institutions exempt from federal taxation under the Section 501-c-3 of the Internal Revenue Code; all grants will be in accordance with the Foundation's status as a tax-exempt 501-c-4 organization; and, single-year and multi-year grants will be awarded.

The Chester Healthcare Foundation does not award grants to or for individuals, indigent care, programs/projects generally considered to be the role of government, projects of organizations that primarily benefit their own members, or for legislative lobbying or other political purposes.

The Foundation plans Spring and Fall grant cycles annually. Grant applications must be received on March 15 and September 15.

The Lutz Foundation:

This Foundation is a Non-Profit organization with a 501-C3 designation from the Internal Revenue Service.

Our grants are awarded once a year in January. We average 20-25 grants per year and have funded over \$6,000,000.00 in grants since the Foundation was established.

Chester, York, and Lancaster counties will have primary consideration; however, grants are not limited to these counties.

The Foundation does not award grants to individuals, educational scholarships or for profit entities.

We strive to support entities that have a broad-based community support program.

We do not fund general operating expenses or general fund campaigns.

We support community, health, educational, and religious projects in that order of interest.

The Board welcomes new and innovative ideas, programs, projects, and needs.

One grant during our 2017 cycle was made possible because of a letter we received from concerned parent about equipment in use by students in a particular athletic program.

All applications must be in our hands on or before September 30th of each year to be considered in our grant process.

We require a brief explanation of your organization's need, projects, or program when you request the Foundation's application forms. This information may initiate a call from Board members for further information regarding your need, idea, program or project.

Chester County Planning Commission
August 17, 2021

The August 17, 2021 meeting of the Chester County Planning Commission was held at 6:30 pm at The Government Complex Center located at 1476 JA Cochran Bypass, Chester, SC

Notice of Meeting: Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the July 28, 2021 Chester News & Reporter. All properties were also posted.

Quorum Established: Vice Chairman Smith, Commissioners Hill, Howell, and Williams were present.

Absent: Chairman Raines, Commissioners Walley and Grant were absent with prior notification.

Staff: Mike Levister, Nicole Hutchins and Morgan Carelock were present.

Call to Order: Vice Chairman Smith called the meeting to order.

Approval of Agenda: Vice Chairman Smith asked if there were any additions or amendments to the agenda presented by staff. There were none. Vice Chairman Smith made a motion to approve the agenda as presented; seconded by Commissioner Howell. Vote 4-0 to approve.

Approval of Minutes: Chairman Raines asked if there were any additions or amendments to the July 20, 2021 minutes as presented by staff. Commissioner Hill pointed out a couple of typos; page 6 “tying” should be “trying” and page 11, second paragraph, “they” should be “the” and “of” should be “if”. Ms. Hutchins from staff reminded Commissioner Hill this is just a transcript of the meeting. Typos do not need to be pointed out on the record. Commissioner Howell made a motion to approve the minutes as written; seconded by Commissioner Williams. Vote 4-0 to approve.

New Business:

CCMA21-27: - Chris and Alma Hoskins request Tax Map # 122-01-03-010-000 located at 4431 Edgeland Rd, Edgemoor SC be rezoned from R2 (Rural Two) to GC (General Commercial)

The applicants, Chris and Alma Hoskins, were awaiting test results and unable to attend the meeting. Director Levister informed the commissioners he had spoken with Mr. Hoskins and Mr. Hoskins preferred to move forward with the rezoning request, rather than postpone the process. Director Levister said he would try to answer any questions they may have.

Vice Chairman Smith said he just questioned, on a busy night, how many people attended that auction. Is it a few hundred? Director Levister said he didn't have a clue. Commissioner Howell said it just depends on the time of the year. His wife grew up across the street and it could be anywhere from 100 people to 300 people there. Ms. Hutchins from staff said I've seen cars parked up and down both sides of the road. Director Levister said it must be a good business, Mr. Hoskins has been doing it for 25 years. Vice Chairman Smith said that was going to be his next question, how long had it been in business?

Commissioner Howell asked if this was one of the properties that just got zoned wrong? Director Levister said it was already existing and that's the way it was zoned. Now he is limited to square footage by the current zoning. The only way to do any increase on the square footage is to rezone the property. Commissioner Howell stated what he's asking now is an upgrade. Director Levister said correct. Right now, if they have to unload a truck and it's a storm outside, they get soaked is what Mr. Hoskins said.

Vice Chairman Smith asked how late do the auctions run? Commissioner Howell said 2:00 AM is normal. Commissioner Howell also stated this was started as an animal auction. Horses, cows and pigs would be sold first. Then later in the night, they would sell whatever people brought, bridles, saddles, household goods.

Vice Chairman Smith said really what it all comes down to, this business was already in before zoning. Commissioner Howell said they are a good community partner. He does a lot of under the scenes work at Christmas. He gets bicycles that are manufactured in Savannah, brings them up and sells them to different organizations for cost. He goes and picks them up for free. He's trying to return as much as he can. Vice Chairman Smith said I feel like since it's been here before zoning, and this is such a good community relation.... I haven't heard a negative thing about the action barn. I just didn't know much about it.

(No citizens were present for this meeting)

Vice Chairman Smith made a motion to approve the rezoning as requested; seconded by Commissioner Howell. Vote was 4-0 to approve.

Comments & Discussion:

County Attorney Joanie Winters had provided 4 days in August to establish training for the Planning Commission. Ms. Hutchins informed the board she would let Ms. Winters know their availability so she can assign the training. Once the training date has been established, Ms. Hutchins will contact all members of the date and time.

Vice Chairman Smith made a motion to adjourn; seconded by Commissioner Williams. Vote was 4-0 to adjourn.

This is a summary of proceedings at the August 17, 2021 meeting of the Planning Commission; and not a verbatim transcript of the meeting. This summary, and an audio recording of the meeting is retained by the Chester County Building & Zoning department, and available if requested. This summary represents the facts of this meeting, not the opinion or interpretation of the Secretary.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: Aug. 17, 2021 Case # CCMA21-27 Invoice # 4177

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

Please give your reason for this rezoning request:

We would like to put a Carport up to protect us from the weather while unloading trucks (After twenty five years of working in the elements) it will make our business much more efficient for the next twenty five years. ☺

Copy of plat must be presented with the application request

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

Property Address Information

Property address: 4431 Edgeland Road Edgemoor SC 29712
 Tax Map Number: 122-01-03-010-000 Acres: _____

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

PLEASE PRINT:

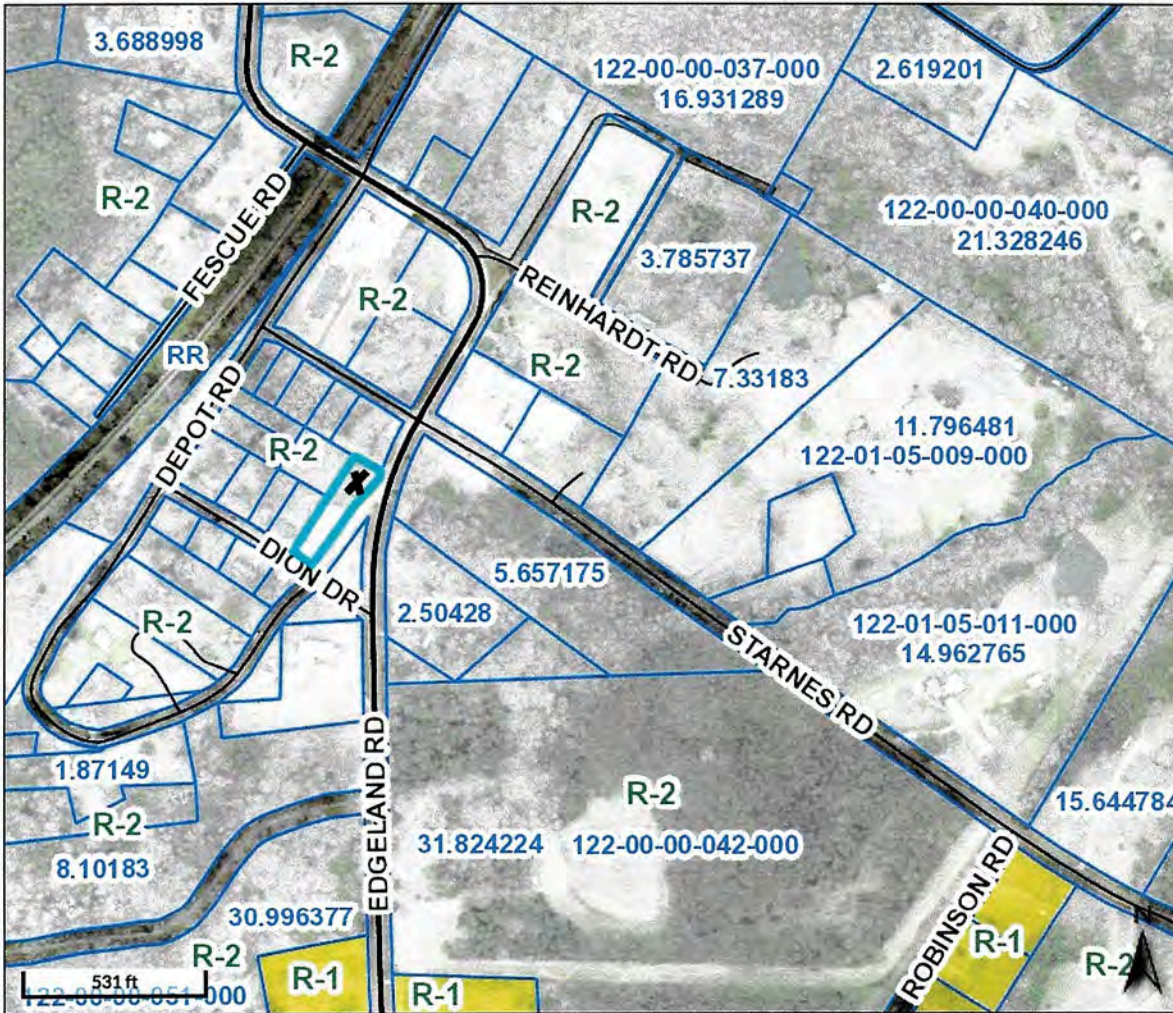
Applicant(s): Chris and Alma Hoskins
 Address 4028 Berryhill Road Edgemoor SC 29712
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

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

Owner's signature: Alma R Hoskins Date: 7-14-21
 Applicant signature: Christopher Hoskins Date: 7-14-21
Alma R Hoskins

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



Overview



Legend

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

Parcel ID	122-01-03-010-000	Alternate ID	n/a	Owner Address	HOSKINS ALMA LYNN
Sec/Twp/Rng	n/a	Class	C		4028 BERRYHILL ROAD
Property Address	4431 EDGELAND RD	Acres	0.574		EDGEMOOR SC 29712
District	03				
Brief Tax Description	AUCTION BARN				

(Note: Not to be used on legal documents)

Date created: 8/18/2021
 Last Data Uploaded: 8/18/2021 3:21:11 AM

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals

who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. A member of a county board or commission appointed to serve from a council district must be a resident of that district during the entire time of service. A member who moves residence from the district form which appointed, or from the county, automatically vacates the position.

Date: 8-16-21

Board or Commission Appointment being sought: Board member Parks & Recreation

Name: Forest Baker Occupation: Encryption Engineer

Street Address: 118 York St Chester, SC 29706

Mailing Address: (if different from above) _____

Telephone (Home): _____ Cell: [REDACTED]

E-Mail: [REDACTED] Do you live in Chester County yes / no.

Date of Birth: 8 / 12 / 80 Sex: Male

If recommended by a Council Member, indicate name: _____

In which Council District do you reside? Please indicate (1-6) 1?

Are you presently serving on a County Board or Commission? No If "yes" when does your term expire? ___/___/___

CONFLICT OF INTEREST STATEMENT: I, Forest Baker, as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) [Handwritten Signature]

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer.

Please check the appropriate box below.

Boards

- Accommodation Tax
- Assessment of Appeals
- Catawba Mental Health
- Catawba Regional Council of Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Zoning Board of Appeals
- Construction Board of Appeals

Commissions/Committee

- Airport Commission
- Parks & Recreation Commission
- Planning Commission
- Rural Fire Commission
- Lando Rural Fire Commission
- Fort Lawn Fire Protection
- Richburg Fire District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery
- Chester Metropolitan Commission
- Olde English Commission

September 3, 2021

Ms. Karen Lee
Chester County Clerk to Council
1476 JA Cochran Bypass
Chester, SC 29706

Re: Resignation from CMD Board of Commissioners

Dear Ms. Lee,


With the utmost regret, I must tender my resignation from the Chester Metropolitan District Board of Commissioners effective immediately. I have accepted a wonderful professional opportunity with a firm in Greenville and my family and I have just completed our relocation to the area. As I am no longer a resident of Chester County, I am unfortunately no longer eligible to continue to serve on the Board.

I greatly appreciate the trust County Council had placed in me to appoint me to such an impactful Board and I wish to express my utmost gratitude to my fellow Board members for all their hard work.

While my family and I are excited to embark on the next chapter of our lives in Greenville, Chester County and its residents will forever have a place in our hearts. I know Chester will continue to grow and prosper through the leadership of Council and look forward to hearing of further successes.

Should there be any questions or concerns, please do not hesitate to contact me at your earliest convenience. Thank you very much and I hope to stay in touch.

Best Regards,



Christopher J Winters
NAI Earle Furman, LLC
Chief Operating Officer