



## CHESTER COUNTY TRANSPORTATION COMMITTEE

Tuesday, September 8<sup>th</sup>, 2020 at 5:00 pm

### Zoom Meeting

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

## AGENDA

1. **Call to Order**
2. **Approval of July 20<sup>th</sup>, 2020 Special Called CCTC minutes.**
3. **Old Business**
  - a. Update on Baseball Alley-Matt Hines
  - b. Update / Approve JA Cochran Bypass and Ashford Street Sidewalk Installation -Matt Hines
  - c. Update on Murdock Road-Matt Hines
4. **New Business**
  - a. Introduction of Infrastructure Construction and Engineering Staff (ICE)
  - b. Update on Emergency Roadway Repairs on Bobcat Drive. Chairman Stuart.
  - c. Request to Reimburse the County Roads Department for Road Maintenance from May 1<sup>st</sup>, 2020 to August 17<sup>th</sup>, 2020 and two purchases from April 1<sup>st</sup>, 2020 in the amount of \$19,026.58 dollars.
  - d. Consideration to Pave Dearborn Street in Great Falls. -Councilman Vaughn.
  - e. Consideration to add Sidewalks on Washington Street in Great Falls. -Councilman Vaughn.
5. **Adjourn**



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

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

1. **Call to Order-** Chairman Stuart called the meeting to order.
2. **Approval of May 18<sup>th</sup>, 2020 CCTC Minutes.**  
Councilman Wilson motioned to approve, second by Councilman Jordan. Vote was 5-0 to approve. (Councilwoman Guy was not presently in the meeting when the vote was taken)
3. **Old Business**
  - a. **Update on Connor Road.**  
Matt Hines, Engineering Manager for the Dennis Corporation stated it was complete and reopened to the public on May 4<sup>th</sup>, 2020 and finished around \$7500 dollars under budget. To his understanding Emergency Management Ed Darby was currently working on the paperwork for reimbursement from FEMA.
  - b. **Update on Baseball Alley.**  
Mr. Hines stated LCI planned to start construction within the next three or four weeks but was working on an updated schedule which he would provide to the County.
  - c. **Update on Ashford Street.**  
Mr. Hines stated the sidewalks on Ashford Street along with the bypass was currently being advertised with the bid opening scheduled for August 13<sup>th</sup>, 2020.
  - d. **Update on Murdock Road.**  
Mr. Hines stated there was not enough right ways and in order to widen the road they had engaged with property owners and had asked if they would donate right of ways. They have had some good response, one property owner who owns on both sides of the road at the beginning was not willing to grant a right of way. One of the major concerns for this project is the site distance for the existing roadway, the road is narrow with vegetation growing onto the shoulder of the road on both sides. He stated an option the County could consider without having the space to widen the road was to perform maintenance on the road such as bush hogging the ditches and shoulders. This would help motorists see better on the road and curves.
4. **New Business**
  - a. **To Consider a Grant Option for Flooding Damage Improvements on Britt Lane, Little Mac Drive and Deer Branch Road. – Chairman Stuart.** Vice Chairman Branham motioned to go with Britt Lane, second by Councilman Jordan. Vote 6-0 to approve.
  - b. **Request to Reimburse the County Recycling Department for Sign Material from May 2020 to July 2020 in the amount of \$ 1961.32 dollars.** Councilman Oliphant motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.
5. **Adjourn-** Councilwoman Guy motioned to adjourn, second by Councilman Oliphant. Vote 6-0 to adjourn.

**Time: 6:18 PM**

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K. Shane Stuart, County Supervisor & Chairman

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Karen Lee, Clerk to Council

# CERTIFIED BID SUMMARY

## JA COCHRAN BYPASS AND ASHFORD STREET SIDEWALK INSTALLATION

RFB NO: C7.43-01



Chester County Government Complex  
1476 J.A. Cochran Bypass  
Chester, SC 29706

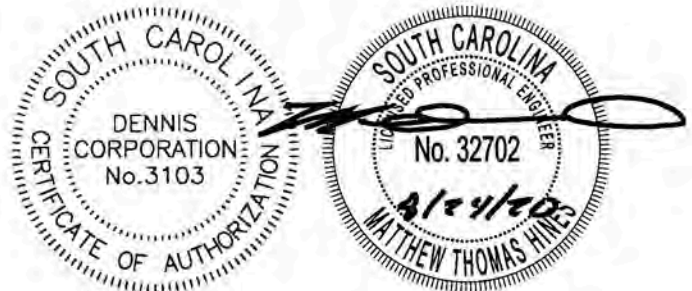


Tuesday, August 18, 2020 at 2:00 PM

### Base Bid w/ Best Value Base Course Option

<u>Rank</u>	<u>Company Name</u>	<u>Bid Total</u>
1	Little Mountain Builders of Catawba County	\$271,892.40
2	Contractor Services of Kershaw, LLC	\$297,637.10
3	Spears Construction Company, Inc.	\$326,947.62
4	Lineberger Construction, Inc.	\$373,114.26
5	RNF Construction, LLC	\$414,674.75
6	AOS Specialty Contractors, Inc.	\$420,780.00

The attached bid tabulations are an accurate summary of the bids received on the subject project. Any discrepancies in unit prices or extended totals have been identified. Based on bid tabulations herein, *Little Mountain Builders of Catawba County* is identified as the lowest responsive bidder for all options.



J.A Cochran Bypass and Ashford Street Sidewalk Installation  
for  
Chester County  
Bid Tabulation

Item	Description	Quantity	Units	Linse Mountain Builders of Catawba County		Contractor Services of Kernaw, LLC		Sparsa Construction Company, Inc.		LCH-Lineberger Construction, Inc.		RNF Construction, LLC		AOS Specialty Contractors, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Ashford Street Sidewalk</b>															
1	Mobilization	1	LS	\$23,400.00	\$23,400.00	\$2,000.00	\$2,000.00	\$17,347.12	\$17,347.12	\$8,500.00	\$8,500.00	\$26,500.00	\$26,500.00	\$42,000.00	\$42,000.00
2	Construction Stakes, Lines and Grades	1	EA	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$14,312.72	\$14,312.72	\$9,850.00	\$9,850.00	\$17,585.00	\$17,585.00	\$10,000.00	\$10,000.00
3	Traffic Control	1	LS	\$8,000.00	\$8,000.00	\$15,840.00	\$15,840.00	\$39,909.60	\$39,909.60	\$26,750.00	\$26,750.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
4	Removal and Disposal of Existing Asphalt Pavement	191	SY	\$18.00	\$3,438.00	\$12.57	\$2,400.87	\$75.45	\$14,410.95	\$80.00	\$15,280.00	\$ 25.00	\$4,775.00	\$35.00	\$6,685.00
5	Removal and Disposal of Existing Concrete	10	CY	\$120.00	\$1,200.00	\$150.00	\$1,500.00	\$44.88	\$446.80	\$275.00	\$2,750.00	\$ 167.00	\$1,670.00	\$180.00	\$1,800.00
6	Unclassified Excavation	50	CY	\$114.00	\$5,700.00	\$30.00	\$1,500.00	\$42.09	\$2,104.50	\$300.00	\$15,000.00	\$ 42.00	\$2,100.00	\$22.00	\$1,100.00
7	Borrow Excavation	583	CY	\$9.60	\$5,596.80	\$41.17	\$24,002.11	\$31.63	\$18,440.29	\$55.00	\$32,065.00	\$ 25.00	\$14,575.00	\$47.00	\$27,401.00
8	Permanent Construction Signs (Ground Mounted)	424	SF	\$6.60	\$2,788.40	\$4.72	\$2,001.28	\$8.85	\$3,762.40	\$9.00	\$3,816.00	\$ 25.00	\$10,800.00	\$22.50	\$9,540.00
9	8" White Solid Thermoplastic - 125 MIL	220	LF	\$18.00	\$3,960.00	\$6.82	\$1,500.40	\$12.64	\$2,780.80	\$3.40	\$748.00	\$ 21.00	\$4,620.00	\$9.00	\$1,980.00
10	24" White Solid Lines (Stop/ Diag. Lines) - Thermoplastic - 125 MIL	24	LF	\$30.00	\$720.00	\$62.50	\$1,500.00	\$31.61	\$758.64	\$10.20	\$244.80	\$ 37.00	\$888.00	\$22.50	\$540.00
11	Concrete for Structures - Class 3000 (Post Footings)	1	CY	\$840.00	\$840.00	\$1,500.00	\$1,500.00	\$270.58	\$270.58	\$775.00	\$775.00	\$ 1,330.00	\$1,330.00	\$1,000.00	\$1,000.00
12	24" Smooth Wall Pipe (HDPE)	20	LF	\$102.00	\$2,040.00	\$51.75	\$1,035.00	\$56.81	\$1,136.20	\$175.00	\$3,500.00	\$ 58.00	\$1,160.00	\$116.00	\$2,320.00
13	Catch Basin - Type 16 MH	1	EA	\$6,720.00	\$6,720.00	\$9,350.00	\$9,350.00	\$4,835.44	\$4,835.44	\$4,750.00	\$4,750.00	\$ 4,685.00	\$4,685.00	\$6,150.00	\$6,150.00
14	Concrete Curb and Gutter (2' - 0" ) Vertical Face	1566	LF	\$34.80	\$54,496.80	\$25.29	\$39,604.14	\$27.50	\$43,085.00	\$30.00	\$46,980.00	\$ 35.75	\$57,550.55	\$26.00	\$40,716.00
15	Concrete Sidewalk (4" Uniform)	541	SY	\$60.00	\$32,460.00	\$69.30	\$37,491.30	\$52.03	\$28,148.23	\$80.00	\$43,280.00	\$ 93.35	\$50,502.35	\$60.00	\$32,460.00
16	Detectable Warning Material	400	SF	\$21.60	\$8,640.00	\$48.60	\$19,440.00	\$27.05	\$10,820.00	\$16.99	\$6,796.00	\$ 46.70	\$18,680.00	\$45.00	\$18,000.00
17	Pedestrian Ramp Construction	400	SY	\$76.80	\$30,720.00	\$118.80	\$47,520.00	\$63.76	\$25,504.00	\$83.00	\$33,200.00	\$ 116.70	\$46,680.00	\$148.00	\$58,400.00
18	Rip-Rap (Class B)	10	TON	\$132.00	\$1,320.00	\$60.00	\$600.00	\$115.51	\$1,155.10	\$125.00	\$1,250.00	\$ 108.00	\$1,080.00	\$83.50	\$835.00
19	Geotextile for Erosion Control Under Riprap (Class 1) Type C	10	SY	\$48.00	\$480.00	\$50.00	\$500.00	\$13.52	\$135.20	\$5.00	\$50.00	\$ 25.00	\$250.00	\$10.00	\$100.00
20	Ornamental Steel Picket Fence - 42"	52	LF	\$72.00	\$3,744.00	\$84.00	\$4,368.00	\$195.00	\$10,140.00	\$100.00	\$5,200.00	\$ 75.00	\$3,900.00	\$168.00	\$8,736.00
21	Permanent Vegetation	3.6	MSY	\$960.00	\$3,456.00	\$555.56	\$2,000.02	\$2,847.00	\$10,249.20	\$1,700.00	\$6,120.00	\$ 2,000.00	\$7,200.00	\$700.00	\$2,520.00
22	Inlet Structure Filter - Type F (Weighted)	36	LF	\$28.80	\$1,036.80	\$5.55	\$199.80	\$31.44	\$1,131.84	\$15.00	\$540.00	\$ 8.25	\$297.00	\$16.00	\$576.00
23	Sediment Tubes for Ditch Checks	12	LF	\$21.60	\$259.20	\$50.00	\$600.00	\$31.25	\$375.00	\$15.00	\$180.00	\$ 30.00	\$360.00	\$10.00	\$120.00
24	Silt Fence	1600	LF	\$4.80	\$7,680.00	\$3.60	\$5,760.00	\$6.50	\$10,400.00	\$5.25	\$8,400.00	\$ 5.00	\$8,000.00	\$4.15	\$6,640.00
<b>J.A Cochran Bypass Sidewalk</b>															
25	Mobilization	1	LS	\$3,168.00	\$3,168.00	\$2,000.00	\$2,000.00	\$6,952.63	\$6,952.63	\$8,500.00	\$8,500.00	\$ 12,800.00	\$12,800.00	\$18,000.00	\$18,000.00
26	Construction Stakes, Lines and Grades	1	EA	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$4,686.47	\$4,686.47	\$7,850.00	\$7,850.00	\$ 7,530.00	\$7,530.00	\$8,000.00	\$8,000.00
27	Traffic Control	1	LS	\$9,000.00	\$9,000.00	\$15,840.00	\$15,840.00	\$6,322.00	\$6,322.00	\$10,500.00	\$10,500.00	\$ 21,625.00	\$21,625.00	\$12,000.00	\$12,000.00
28	Railroad Insurance and Flagging	1	LS	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$2,279.00	\$2,279.00	\$7,500.00	\$7,500.00	\$ 4,000.00	\$4,000.00	\$19,625.00	\$19,625.00
29	Unclassified Excavation	40	CY	\$24.00	\$960.00	\$37.50	\$1,500.00	\$42.09	\$1,683.60	\$250.00	\$10,000.00	\$ 40.00	\$1,600.00	\$100.00	\$4,000.00
30	Borrow Excavation	70	CY	\$9.60	\$672.00	\$60.00	\$4,200.00	\$31.63	\$2,214.10	\$150.00	\$10,500.00	\$ 24.00	\$1,680.00	\$48.00	\$3,360.00
31	Permanent Construction Signs (Ground Mounted)	176	SF	\$6.60	\$1,161.60	\$2.84	\$499.84	\$8.85	\$1,557.60	\$9.00	\$1,594.56	\$ 25.65	\$4,514.40	\$22.50	\$3,960.00
32	Concrete Sidewalk (4" Uniform)	428	SY	\$60.00	\$25,680.00	\$63.00	\$26,964.00	\$52.03	\$22,268.84	\$68.00	\$29,104.00	\$ 89.75	\$38,413.00	\$69.00	\$29,532.00
33	Detectable Warning Material	60	SF	\$21.60	\$1,296.00	\$48.60	\$2,916.00	\$27.05	\$1,623.00	\$16.99	\$1,019.40	\$ 44.85	\$2,691.00	\$50.00	\$3,000.00
34	Pedestrian Ramp Construction	30	SY	\$76.80	\$2,304.00	\$100.43	\$3,012.90	\$65.45	\$1,963.50	\$116.00	\$3,480.00	\$ 112.00	\$3,360.00	\$165.00	\$4,950.00
35	Permanent Vegetation	1.2	MSY	\$960.00	\$1,152.00	\$583.33	\$700.00	\$4,529.92	\$5,435.90	\$1,700.00	\$2,040.00	\$ 1,925.00	\$2,310.00	\$700.00	\$840.00
36	Inlet Structure Filter - Type F (Weighted)	32	LF	\$28.80	\$921.60	\$15.63	\$500.16	\$31.23	\$999.36	\$18.00	\$576.00	\$ 8.00	\$256.00	\$16.00	\$512.00
37	Sediment Tubes for Ditch Checks	5	LF	\$21.60	\$108.00	\$60.00	\$300.00	\$74.99	\$374.95	\$35.50	\$177.50	\$ 28.85	\$144.25	\$10.00	\$50.00
38	Silt Fence	784	LF	\$4.80	\$3,763.20	\$3.83	\$3,002.72	\$7.18	\$5,629.12	\$5.50	\$4,310.00	\$ 4.80	\$3,763.20	\$4.25	\$3,332.00
				\$271,892.40		\$297,648.53		\$326,599.68		\$373,114.26		\$414,674.75		\$420,780.00	

Highlighted extended prices indicate a mathematical discrepancy on the bid form when applying the unit price to the estimated quantity. A YELLOW highlight indicates that an error occurred, but the outcome of the ranking was not affected. An ORANGE highlight indicates the wrong quantity was used, but the outcome of the ranking was not affected. A RED highlight indicates that the error may have an impact on the ranking.





## Recommendation of Award

Date: August 24, 2020

Project: J.A. Cochran Bypass and Ashford Street Sidewalk Installation	Owner: Chester County, SC	RFB NO: C7.43-01
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Bidder: Little Mountain Builders of Catawba County, Inc.

Bidder's Address:

5843 NC 16 South, Maiden, NC 28650

To: Mr. Shane Stuart, Chester County Commissioner

On **July 8, 2020**, an Invitation to Bid the J.A. Cochran Bypass and Ashford Street Sidewalk Installation project was advertised in SCBO and posted to the County's website.

On **August 18, 2020**, **six (6)** bids were received for the above project. A certified tabulation of the bids received is attached.

Dennis Corporation has reviewed the bids received by all bidders. Minor discrepancies in some bids are noted in the attached bid tabulation. These discrepancies did not affect the outcome of the ranked bids.

The lowest bid received was in the amount of **\$271,892.40** by Little Mountain Builders of Catawba County, Inc. Dennis Corporation found that the submittal met the bid requirements as specified and advertised and the bidder is considered to be responsible and responsive. The prices bid for the work were reviewed and analyzed and are consistent with, and in fact less than, the construction cost estimate prepared. The total price bid is found to be fair and reasonable for the work as specified.

Based on the review and analysis of the bid responses, Dennis Corporation recommends that if the County wishes to proceed with the project, a contract be awarded to **Little Mountain Builders of Catawba County, Inc.** for the Project in the amount of **\$271,892.40**.

Dennis Corporation

Engineer

By: Matt Hines, P.E.

Name

A handwritten signature in black ink, appearing to read "M. Hines", written over a horizontal line.

Authorized Signature

Engineering Manager

Title

cc: Susan Cok, Chester County Purchasing Office



Chester County Government  
Office of the County Supervisor  
K. Shane Stuart

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***Emergency Declaration for Roadway Repairs on Bobcat Drive***

August 26, 2020

To Whom It May Concern,

The Chester County Government has ownership and maintenance responsibilities via the Chester County Transportation Committee (CCTC) of Bobcat Drive located in the Fort Lawn area of the county. During the period from August 21 to 23<sup>rd</sup>, this area experienced a large amount of rainfall. As a result, a storm drainage pipe/culvert underneath Bobcat Drive was badly displaced and threatened to diminish the roadway.

The Chester County Public Works, and our contracted Engineering Firm (Infrastructure Consulting & Engineering) responded to better assess the damage and confirmed some severe safety concerns. It was determined that repairs would be required immediately so that dead-end roadway could be repaired as soon as possible. There are an estimated eighteen households living in this road, and without the emergency repairs, the safety and security of the citizens would be in jeopardy.

In accordance with Chester County Ordinance, section 26-139 (9) (Code 1998, 4-504) we are hereby declaring Bobcat Drive an Emergency so that immediate repairs can be accomplished as soon as possible



K. Shane Stuart,  
Chester County Supervisor  
803-377-1021

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PO Drawer 580  
1476 J. A. Cochran Bypass  
Chester, SC 29706

Office: 803-385-5133  
Fax: 855-932-0433

It's a Great Day to LIVE, WORK  
and GROW in Chester County















Instrument		VOLUME	PAGE
202000110403	1	1318	112
202000110403			
Filed for Record in			
CHESTER COUNTY SC			
SUE K. CARPENTER			
08-27-2020 At 02:28:23 pm.			
EASEMENT		25.00	
STATE		.00	
COUNTY		.00	
VOLUME	1318	PAGE	112 - 114

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHESTER )

Project Name: 4491 Bobcat Drive

Tax Map No.: 134-00-00-158

Grantors: Grover J. Quinn, Jr. and Jessle D. Quinn

202000110403  
 Electronic Filing  
 From: Simplifile  
 Thru: ERX

**GRANT OF EASEMENT FOR ROADS DEPARTMENT  
 TO CORRECT SIGNIFICANT DRAINAGE ISSUES**

**KNOW ALL MEN BY THESE PRESENTS** that Chester County Council was made aware of a situation existing in the County where there is a clear and substantial public interest that would be served for the County to enter private property to correct significant drainage issues.

Chester County Council agreed that the situation existing at the property identified by the tax map number 134-00-00-158 meets the definitions of a matter of public interest and is thereby seeking an easement for temporary entrance onto those properties for the sole purpose of rectifying the current problem. Said easement shall be granted as a temporary construction easement hereinafter more particularly described, to correct significant drainage issues;

The land over which the aforesaid rights, privileges and easements are required is described as follows:

**See attached Exhibit "A".**

The rights, privileges and easements acquired herein shall include the following:

1. The right to enter the above-described land and to go on, in, through, under and along the herein described and to correct issues.
2. The grantee shall have the full privilege and easement of access, ingress and egress over and upon the lands of the grantors adjacent to or in the vicinity of the land herein described as may be essential to the use thereof for the aforesaid purposes.

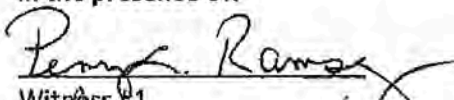
**TO HAVE AND TO HOLD** all and singular the aforesaid rights, privileges and easements unto Chester County, a political subdivision of the State of South Carolina, its successors and assigns forever, together with all and singular the rights, members, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

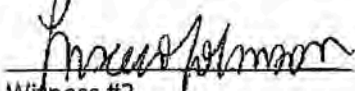
By their signature below on August 27, 2020, the property owners of the property identified within this agreement, do agree to the terms and conditions of the Grant of Easement and shall cooperate with the conduct of the repair as required.

This Grant of Easement is duly witnessed and notarized.

  
GROVER J. QUINN, JR.  
  
JESSIE D. QUINN

Signed, sealed and delivered  
in the presence of:

  
Witness #1

  
Witness #2

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHESTER        )

ACKNOWLEDGEMENT

I, the undersigned notary public do hereby certify that the above named Grover J. Quinn, Jr. and Jessie D. Quinn appeared before me this date and acknowledged the due execution of the foregoing instrument.

Sworn to before me this 27th  
day of August, 2020.

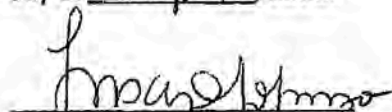
  
Notary Public for South Carolina  
My Commission Expires on: 11/11/2021



EXHIBIT A

ALL that piece, parcel or tract of land with all Improvements thereon, lying and being situate in Chester County, SC, known as Tract # 128, containing 5.10 acres, more or less, as shown on plat of The Ranch Inc. Phase 12, by JB Fisher, dated August 20, 1993, revised September 22, 1993 and recorded October 15, 1993 in Cabinet C, Slide 6, Page 6.

Having tax map # 134-00-00-158.

Derivation: Being the property conveyed to Grover J. Quinn, Jr. and Jessie D. Quinn by deed recorded in Deed Book 969, Page 162.

STATE OF SOUTH CAROLINA }  
 )  
 COUNTY OF CHESTER )

**Project Name:** 1328 Mt. Vernon Road  
**Tax Map No.:** 134-00-00-104  
**Grantors:** Sandra S. Lewis and Gary K. Lewis

Instrument 202000110432 1 VOLUME PAGE  
 1318 165  
 202000110432  
 Filed for Record in  
 CHESTER COUNTY SC  
 SUE K. CARPENTER  
 08-31-2020 At 10:37:22 am.  
 EASEMENT 25.00  
 STATE .00  
 COUNTY .00  
 VOLUME 1318 PAGE 165 - 167

202000110432  
 Electronic Filing  
 From: Simplifile  
 Thru: ERX

**GRANT OF EASEMENT FOR ROADS DEPARTMENT  
 TO CORRECT SIGNIFICANT DRAINAGE ISSUES**

**KNOW ALL MEN BY THESE PRESENTS** that Chester County Council was made aware of a situation existing in the County where there is a clear and substantial public interest that would be served for the County to enter private property to correct significant drainage issues.

Chester County Council agreed that the situation existing at the property identified by the tax map number 134-00-00-104 meets the definitions of a matter of public interest and is thereby seeking an easement for temporary entrance onto those properties for the sole purpose of rectifying the current problem. Said easement shall be granted as a temporary construction easement hereinafter more particularly described, to correct significant drainage issues;

The land over which the aforesaid rights, privileges and easements are required is described as follows:

**See attached Exhibit "A".**

The rights, privileges and easements acquired herein shall include the following:

1. The right to enter the above-described land and to go on, in, through, under and along the herein described and to correct issues.
2. The grantee shall have the full privilege and easement of access, ingress and egress over and upon the lands of the grantors adjacent to or in the vicinity of the land herein described as may be essential to the use thereof for the aforesaid purposes.

**TO HAVE AND TO HOLD** all and singular the aforesaid rights, privileges and easements unto Chester County, a political subdivision of the State of South Carolina, its successors and assigns forever, together with all and singular the rights, members, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

By their signature below on August 28, 2020, the property owners of the property identified within this agreement, do agree to the terms and conditions of the Grant of Easement and shall cooperate with the conduct of the repair as required.

This Grant of Easement is duly witnessed and notarized.

Sandra S. Lewis  
SANDRA S. LEWIS  
Gary K. Lewis  
GARY K. LEWIS

Signed, sealed and delivered in the presence of:

Penney Ramsey  
Witness #1  
Luana Johnson  
Witness #2

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

ACKNOWLEDGEMENT

I, the undersigned notary public do hereby certify that the above named Sandra S. Lewis and Gary K. Lewis appeared before me this date and acknowledged the due execution of the foregoing instrument.

Sworn to before me this 28<sup>th</sup> day of August, 2020.

Maria Johnson  
Notary Public for South Carolina  
My Commission Expires on: 10/16/2021

EXHIBIT A

ALL that piece, parcel or tract of land with all improvements thereon, lying and being situate in Chester County, SC, being Tract 34 containing 10 acres, more or less, as shown on plat by JB Fisher dated November 14, 1989, revised March 23, 1990 and September 5, 1990 and recorded in Cabinet B, Slide 141, Page 5. See deed to Sandra S. Lewis recorded in Deed Book 766, Page 114.

ALL that piece, parcel or lot of land, with all improvements thereon, lying and being situate in Chester County, SC, being Tract 33 containing 15.22 acres, more or less, as shown on plat by JB Fisher recorded in Cabinet C, Slide 38, Page 10A. See deed to Sandra S. Lewis recorded in Deed Book 766, Page 109.

LESS AND EXCEPTING: A lot containing 5.115 acres conveyed to Christopher Lewis and Grace Lewis by deed recorded in Deed Book 1172, Page 171.

Having tax map # 134-00-00-104.

Derivation: Being the property conveyed to Sandra S. Lewis by deeds recorded in Deed Book 766, Page 109 and 114. By deed recorded in Deed Book 1224, Page 102, Sandra S. Lewis conveyed a one-half interest in this property to Gary K. Lewis.





# Chester County, South Carolina

Roads Department  
Post Office Drawer 580  
Chester, SC 29706

---

August 31, 2020

To: Chester County Transportation Committee

From: Chester County Roads 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 May 1, 2020 to August 17, 2020 and 2 purchase from April 1, 2020. The total amount for this period is \$19,026.58.

Regards,

A handwritten signature in black ink that reads "Randy Hall".

Randy Hall  
Roads Department Supervisor

## Roads Department Reimbursements from May 1, 2020 to August 17, 2020

				<b>GRAND TOTAL</b>	<b>\$15,045.33</b>	<b>\$909.92</b>	<b>\$1,053.13</b>	<b>\$16,098.47</b>
District	Ticket No.	Road	Date	Amount	Tons	Tax	Grand Total	
4	1810156571	Rocky Creek Rd	5/1/2020	\$83.25	5.55	\$5.83	\$89.08	
4	1810156736	Going Rd	5/4/2020	\$248.10	16.54	\$17.37	\$265.47	
4	1810156737	Going Rd	5/4/2020	\$211.20	14.08	\$14.78	\$225.98	
1	1810157411	Foxcroft Dr	5/11/2020	\$99.45	6.63	\$6.96	\$106.41	
1	1810157495	Robinhood Rd	5/11/2020	\$234.45	15.63	\$16.41	\$250.86	
4	1810157640	Tucker Rd	5/12/2020	\$211.50	14.10	\$14.81	\$226.31	
5	1810157695	Bonnie Ln	5/12/2020	\$123.00	8.20	\$8.61	\$131.61	
5	1810157966	Rodman Sports Complex	5/14/2020	\$212.25	14.15	\$14.86	\$227.11	
5	1810158010	Rodman Sports Complex	5/14/2020	\$220.35	14.69	\$15.42	\$235.77	
1	1810158789	Cherry Rd	5/26/2020	\$234.60	15.64	\$16.42	\$251.02	
1	1810158877	Johnny's Cir	5/27/2020	\$239.85	15.99	\$16.79	\$256.64	
5	1810160285	Collins Rd	6/10/2020	\$207.90	13.86	\$14.54	\$222.44	
5	1810160302	Collins Rd	6/10/2020	\$254.40	16.96	\$17.81	\$272.21	
5	1810160318	Collins Rd	6/10/2020	\$237.60	15.84	\$16.63	\$254.23	
5	1810160336	Collins Rd	6/10/2020	\$237.00	15.80	\$16.59	\$253.59	
5	1810160352	Collins Rd	6/10/2020	\$214.05	14.27	\$14.98	\$229.03	
5	1810160374	Collins Rd	6/10/2020	\$219.90	14.66	\$15.39	\$235.29	
5	1810160593	Woods Rd	6/12/2020	\$217.20	14.48	\$15.20	\$232.40	
5	1810160594	Woods Rd	6/12/2020	\$217.20	14.48	\$15.20	\$232.40	
5	1810160612	Woods Rd	6/12/2020	\$208.35	13.89	\$14.58	\$222.93	
5	1810160613	Woods Rd	6/12/2020	\$221.70	14.78	\$15.52	\$237.22	
5	1810160623	Woods Rd	6/12/2020	\$226.80	15.12	\$15.87	\$242.67	
5	1810160624	Woods Rd	6/12/2020	\$221.70	14.78	\$15.52	\$237.22	
4	1810162199	Baton Rouge Park	7/1/2020	\$226.20	15.08	\$15.83	\$242.03	
4	1810162214	Baton Rouge Park	7/1/2020	\$198.45	13.23	\$13.88	\$212.33	
3	1810162476	Landfill Rd	7/6/2020	\$349.36	15.88	\$24.46	\$373.82	
3	1810162477	Landfill Rd	7/6/2020	\$339.90	15.45	\$23.79	\$363.69	
3	1810162499	Landfill Rd	7/6/2020	\$315.26	14.33	\$22.07	\$337.33	
3	1810162500	Landfill Rd	7/6/2020	\$342.32	15.56	\$23.96	\$366.28	
3	1810162528	Landfill Rd	7/6/2020	\$307.56	13.98	\$21.53	\$329.09	
3	1810162530	Landfill Rd	7/6/2020	\$236.55	15.77	\$16.56	\$253.11	
1	1810163112	Floppy Dr	7/10/2020	\$231.60	15.44	\$16.21	\$247.81	

## Roads Department Reimbursements from May 1, 2020 to August 17, 2020

District	Ticket No.	Road	Date	Amount	Tons	Tax	Grand Total
1	1810163149	Floppy Dr	7/10/2020	\$215.25	14.35	\$15.07	\$230.32
1	1810163949	Berryhill Rd	7/16/2020	\$308.22	14.01	\$21.59	\$329.81
1	1810163991	Berryhill Rd	7/16/2020	\$221.25	14.75	\$15.49	\$236.74
2	1810164285	Brown Rd	7/20/2020	\$238.80	15.92	\$16.72	\$255.52
2	1810164335	Taxidermist Rd	7/20/2020	\$223.35	14.89	\$15.63	\$238.98
2	1810164502	Leons Dr	7/21/2020	\$220.80	14.72	\$15.46	\$236.26
2	1810164546	Leons Dr	7/21/2020	\$216.30	14.42	\$15.14	\$231.44
2	1810164631	Leons Dr	7/22/2020	\$250.80	16.72	\$17.55	\$268.35
2	1810164633	Leons Dr	7/22/2020	\$246.90	16.46	\$17.28	\$264.18
2	1810164654	Havenwood Dr	7/22/2020	\$246.30	16.42	\$17.24	\$263.54
2	1810164678	Havenwood Dr	7/22/2020	\$219.90	14.66	\$15.39	\$235.29
2	1810164690	Havenwood Dr	7/22/2020	\$235.05	15.67	\$16.45	\$251.50
4	1810165062	Baton Rouge Park	7/27/2020	\$384.31	15.22	\$26.90	\$411.21
2	1810165081	Landfill Rd	7/27/2020	\$319.00	14.50	\$22.33	\$341.33
2	1810165163	Landfill Rd	7/28/2020	\$335.50	15.25	\$23.49	\$358.99
3	1810165185	Spalding Rd	7/28/2020	\$249.00	16.60	\$17.43	\$266.43
3	1810165209	Spalding Rd	7/28/2020	\$232.05	15.47	\$16.24	\$248.29
2	1810165265	Landfill Rd	7/29/2020	\$292.60	13.30	\$20.48	\$313.08
2	1810165264	Landfill Rd	7/29/2020	\$353.76	16.08	\$24.76	\$378.52
2	1810165286	Landfill Rd	7/29/2020	\$331.32	15.06	\$23.19	\$354.51
2	1810165287	Landfill Rd	7/29/2020	\$304.04	13.82	\$21.27	\$325.31
5	1810165602	Pittman Ln	7/31/2020	\$227.55	15.17	\$15.93	\$243.48
5	1810165603	Pittman Ln	7/31/2020	\$229.80	15.32	\$16.09	\$245.89
5	1810165622	Pittman Ln	7/31/2020	\$222.60	14.84	\$15.58	\$238.18
5	1810165623	Pittman Ln	7/31/2020	\$228.45	15.23	\$15.99	\$244.44
4	627000433	Going Rd	8/6/2020	\$228.59	15.239	\$16.00	\$244.59
3	627001253	Effird Ln	8/17/2020	\$237.60	15.840	\$16.63	\$254.24
3	627001254	Effird Ln	8/17/2020	\$232.35	15.490	\$16.26	\$248.61
3	627001275	Effird Ln	8/17/2020	\$224.85	14.990	\$15.74	\$240.59
3	627001276	Effird Ln	8/17/2020	\$220.05	14.670	\$15.40	\$235.45

**PURCHASE ORDER**

**BILL TO:**

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

**PURCHASE ORDER NO:** 36081

This PO number must appear on all packages and correspondence

FAX: (803) 385-2945

**VENDOR:** 1000133

THE MACOMB GROUP INC  
 6600 E 15 MILE ROAD  
 STERLING HEIGHTS MI 48312

**SHIP TO:**

Roads Department  
 1183 Armory Road  
 Chester SC 29706

(803) 377-1014

**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: 04/01/2020 Date Required: Ship Via:

Quantity	U/M	Catalog No	Description	Unit Price	Total
1.00			Blanket PO for Services 04/01/2020 - 06/30/2020 For Fourth Quarter 2019-2020	1,000.0000	1,000.00

This Purchase Order is issued as a simplified method of filling anticipated needs for small quantities of supplies and/or services. This does not commit Chester County to the amount specified on the PO. Vendors are not to exceed the monetary amount of this PO. All invoices and packing slips must show this PO number and invoices are to be mailed directly to Accounts Payable.  
 VALID THRU: June 30, 2020

SubTotal	1,000.00
Sales Tax	0.00
<b>Order Total</b>	<b>1,000.00</b>

Requested By: Randy Hall

Account Distribution

REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
kfischer	kfischer	100-401-5225	ROAD MAINTENANCE	1,000.00

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

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





3359630



**THE MACOMB GROUP, INC**  
**Branch: 22 MG-RICHBURG**  
 6600 E. 15 MILE ROAD  
 STERLING HEIGHTS, MI 48312  
 USA

**DELIVERY RECEIPT**

ORDER NUMBER	
3359630	
Pick Date	Page
5/12/2020 11:37:22	1 of 1
Pick Ticket Number	
4873110	

**Bill To:**

CHESTER COUNTY GOVERNMENT  
 PO DRAWER 580  
 Chester, SC 29706  
 US  
 581 6268

**Ship To:**

CHESTER COUNTY GOVERNMENT  
 1183 AMORY ROAD  
 CHESTER, SC 29706  
 US

Order Contact: Mr. RANDY HALL

Delivery Contact: **CALL RANDY 803-899-3381 BEFORE DELIVERY**

Customer ID: 156587

PO Number	Terms Description	Net Due Date	Disc Due Date	Discount Amount
36081	NET 30			

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
5/12/2020 11:32:48	4873110	HOUSE RICHBURG	TSALISBURY

Shipping Location	Quantities				Item ID Item Description	UOM	Unit Size
	Ordered	Backorder	Shipped	Disp.			

Carrier: OUR TRUCK			Tracking #:				
RICHBURG	60.0	0.0	60.0	12N12		EA	
				12" DWALL F2648 WT SOLID - 20'			1.0
				12" DWALL F2648 WT SOLID - 20'			
RICHBURG	60.0	0.0	60.0	10N12		EA	
				10" DWALL F2648 WT SOLID - 20'			1.0
				10" DWALL F2648 WT SOLID - 20'			

Total Lines:	2
Total Pieces:	120
Total Weight:	0

Received By: Randy Hall

\*Items Shipped From Another Location

B - Balance Backordered  
 C - Consider Complete  
 D - Direct Shipment

\*\*\*Special Order and Non-Stock  
 Returned Items are subject to mfg  
 approval.



4873110





3359630

# ORDER ACKNOWLEDGEMENT



THE MACOMB GROUP, INC  
1530 MOUNTAIN GAP RD.  
RICHBURG, SC 29729  
US  
803-789-3363

Order Number	
3359630	
Order Date	Page
5/12/2020 11:32:48	1 of 1

**Bill To:** 156587  
CHESTER COUNTY GOVERNMENT  
PO DRAWER 580  
Chester, SC 29706  
US

**Ship To:** 156587  
CHESTER COUNTY GOVERNMENT  
1183 AMORY ROAD  
CHESTER, SC 29706  
US

581 6268

Order Contact: Mr. RANDY HALL  
Delivery Contact: **CALL RANDY 803-899-3381 BEFORE DELIV**

PO Number				Ship Route	Salesman	Taker	
36081					HOUSE RICHBURG	TSALISBURY	
Quantities				Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM		Unit Size		
60.0	60.0	0.0	EA	(010) 12N12 12" DWALL F2648 WT SOLID - 20' 12" DWALL F2648 WT SOLID - 20'	EA 1.0	7.33	439.80
60.0	60.0	0.0	EA	(020) 10N12 10" DWALL F2648 WT SOLID - 20' 10" DWALL F2648 WT SOLID - 20'	EA 1.0	7.16	429.60

Total Lines: 2

**SUB-TOTAL:** 869.40  
**TAX:** 69.55  
**AMOUNT TENDERED:** 0.00  
**AMOUNT DUE:** 938.95

U.S. Dollars

CHECK OUT THE NEW MACOMBGROUP.COM. PLACE ORDERS & CHECK ITEM AVAILABILITY

\*\*\*Special Order and Non-Stock Items may be subject to freight charge.

\*\*\*Special Order and Non-Stock Returned Items are subject to mfg approval.

5/12/2020 11:36:50AM

3359630



C-FUND

**PURCHASE ORDER**

**BILL TO:**

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

**PURCHASE ORDER NO:** 36394

This PO number must appear on all packages  
and correspondence

FAX: (803) 385-2945

**VENDOR:** 102843

COLPROVIA ASPHALTS  
PO BOX 5227  
COLUMBIA SC 29250

**SHIP TO:**

Roads Department  
1183 Armory Road  
Chester SC 29706

(803) 377-1014

**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: 06/05/2020 Date Required: Ship Via:

Quantity	U/M	Catalog No.	Description	Unit Price	Total
1.00			25 Tons Cold Mix *Estimate*	2,438.0000	2,438.00
SubTotal					2,438.00
Sales Tax					0.00
Order Total					2,438.00

Requested By: Randy Hall

**Account Distribution**

REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
kfischer	kfischer	100-401-5225	ROAD MAINTENANCE	2,438.00

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

Authorized Signature:





**Colprovia Asphalt**  
 1119 Airport Blvd.  
 Columbia, SC 29205  
 (803) 799-5335

FEDERAL ID : 35-2439448  
 REQUESTED : 6/5/2020 5:28:10 PM  
 SHIPPED : 6/8/2020  
 BILL OF LADING : 0000002301CLP  
 TRIP & DELIVERY : 0000002301CLP

<b>TERMINAL</b> Associated Asphalt Columbia, LLC	<b>CITY</b> Columbia	<b>STATE</b> SC	<b>C.O.O.</b> USA	<b>PURCHASE ORDER</b> RACK	<b>PLANT</b>
<b>SHIPPER</b> Associated Asphalt Columbia, LLC	<b>CITY</b> Columbia	<b>STATE</b> SC	<b>C.O.O.</b> USA	<b>PROJECT COUNTY(S)</b>	
<b>SOLD TO</b> CHESTER CO GOVERNMENT (CHEST01)		<b>DESTINATION</b> CHESTER	<b>ADDRESS</b>		<b>CITY</b> CHESTER
<b>SHIPPED TO</b> CHESTER CO GOVERNMENT (CHEST01)		<b>DESTINATION</b> CHESTER	<b>ADDRESS</b>		<b>CITY</b> CHESTER
<b>CARRIER</b> Associated Asphalt Transport		<b>DRIVER</b> Olige Williams	<b>TRACTOR</b> 654	<b>TRAILER</b> 674	<b>PACKAGE TYPE</b> (1) BULK TANK

**DRIVER SIGNATURE**  
 \_\_\_\_\_  
 DATE 6/8/2020 8:03:00 AM

<b>CONTAINER</b>	INTL FREIGHT CO	
<b>PORT</b>	VOYAGE #	
<b>BOOKING #</b>	SAIL DATE / SHIP NAME	
<b>GROSS</b>	<b>FINISHED</b>	
	<b>US</b>	<b>METRIC</b>
<b>TARE</b>	75960	34455
<b>NET</b>	32720	14842
<b>TONS</b>	43240	19613
<b>GAL</b>	21.62	19.61
<b>DATE IN</b>	6/8/2020	<b>DATE OUT</b> 6/8/2020
<b>TIME IN</b>	7:52 AM	<b>TIME OUT</b> 8:03 AM

QTY \ UOM	PRODUCT DESCRIPTION			
21.62 TON 5405 GAL	<b>COLD MIX - SEACO HP</b>			
	NON HAZARDOUS MATERIAL, NO FLASH POINT			
	SP GR: 0	RV 135°C:	LAB MIX: 0°C-0°C	
	TEMP: 0°F	RV 165°C:	COMPACTION: 0°C-0°C	
SUPPLIER: ASSOCIATED ASPHALT		FLASH TEMP: 0°C		
<b>APL:</b>				
<b>TANK #</b>	<b>BATCH #</b>	<b>LOT #</b>	<b>LBS/GAL</b>	
			8	

THIS IS TO CERTIFY THAT THIS SHIPMENT OF 21.62 GALLONS/LITERS OR TONS/METRIC TONS OF COLD MIX - SEACO GRADE ASPHALT INCLUDING 0 GALLONS/LITERS OF NA ANTI-STRIP MEETS ALL REQUIREMENTS OF NC DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND HAS BEEN TESTED AND APPROVED (WHERE APPLICABLE) USING AASHTO/SHRP SPECIFICATIONS AND THE FOLLOWING STATE SPECIFICATIONS: VIRGINIA ASPHALT ACCEPTANCE PROGRAM, MD SHA, PENNDOT BULLETIN 25 (MANUFACTURER) INCLUDING REQUIREMENTS OF PUB. 408, SEC 702 & AASHTO-M320, AASHTO-M332, GA, SC, NC, NJ AND NYS DOT. THIS ALSO CERTIFIES THAT THIS MATERIAL HAS BEEN LOADED UNDER THE SUPERVISION OF OUR REPRESENTATIVE INTO CARRIERS THAT ARE SUITABLE FOR SHIPMENT OF THIS MATERIAL.

X Jon Armstrong 6/8/2020  
 AUTHORIZED REPRESENTATIVE OF SUPPLIER DATE

SOUTH CAROLINA  
 PUBLIC WEIGH MASTER  
 LICENSE EXPIRES: 6/30/2020  
 Jon Armstrong 1498

Jon Armstrong  
 INVALID UNLESS SIGNED

NOTES: PO #: 36394  
 Called in by Katie Fisher 803-581-6268

THIS IS TO CERTIFY THAT THIS TRANSPORT TANK WAS CLEAN AND FREE FROM CONTAMINATING MATERIALS WHEN LOADED. THE MATERIAL TRANSPORTED ON THE PREVIOUS LOAD IN THIS TANKER WAS

COLD MIX - SEACO HP

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE OF CARRIER

IN CASE OF ACCIDENT OR SPILL INVOLVING HAZARDOUS MATERIALS REFER TO DOT MANUAL P-5800.5 EMERGENCY RESPONSE GUIDEBOOK NUMBER 128. CALL CHEMTREC DAY OR NIGHT 1-800-424-9300, REFER TO CONTRACT # CCN1853

X Randy Hall  
 CUSTOMER SIGNATURE DATE

SETOFF	TOTAL AMOUNT	
STORAGE		SUBTOTAL
PUMP OFF		FREIGHT
X OTHER		MISC
		TAXES
		TOTAL





**Colprovia Asphalt**  
 1119 Airport Blvd.  
 Columbia, SC 29205  
 (803) 799-5335

**Invoice: CLPINV007868**

**Date: 6/8/2020**

Page 1 of 1

**Sold To:**

CHESTER CO GOVERNMENT  
 PO DRAWER 580  
 CHESTER, SC 29706

**Shipped To:**

CHESTER CO GOVERNMENT  
 CHESTER, SC

Cust. Nbr.	Shipping VIA	Payment Terms	Ship Date	Customer PO	PO Number
CHEST01	DELIVERY	Net 30	6/8/2020	36394	RACK
Qty	Description	Unit Price	Ext Price	Tax Amt	Total
21.62	Cold Mix - Seaco HP BOL #: 0000002301CLP PO #: 36394	85.19/TON	1,841.81	147.35	1,989.16

242411

**\*ATTN\***

**Remit To Address:**  
 Associated Asphalt Columbia, LLC  
 P.O. Box 713642  
 Cincinnati, OH 45271-3642

Sub-Total	\$1,841.81
State Tax	\$110.51
City/County Tax	\$36.84
Freight	\$0.00
Freight Tax	\$0.00
Balance Due	\$1,989.16

For questions concerning this invoice, contact Ivo Budias at (803) 509-5315

**FINANCE CHARGE** is computed by a "periodic rate" of 1.5% per month which is an **ANNUAL PERCENTAGE RATE of 18%** applied to all charges or items which become past due. To avoid finance charges, pay by 7/8/2020

# **CHESTER COUNTY COUNCIL MEETING**

ZOOM MEETING

**Tuesday, September 8th, 2020 at 6:00 PM**

Chairman Shane Stuart Presiding

## **AGENDA**

**1. Call to Order**

**2. Invocation**

a. Official Recognition of the Retirement of our Veterans Service Officer.

**3. Approval of Minutes**

a. August 17<sup>th</sup>, 2020 Council Minutes

b. August 24<sup>th</sup>, 2020 Special Called Minutes.

**4. Citizen Comments**

**5. Public Hearing**

a. **3<sup>rd</sup> Reading of 2020-23** An Ordinance to Amend Chester County Code Chapter 2, Administration, Section 761et Seq., Fort Lawn Fire Protection District and Lewis Fire Protection District.

b. **3<sup>rd</sup> Reading of 2020-24** An Ordinance to Amend Chester County Code Chapter 2, Administration, To Create Division 19, Section 2-767 To Include Lewis Fire Protection District.

c. **3<sup>rd</sup> Reading of 2020-26** An Ordinance to Authorize the County of Chester, By Chester County Council, To Sell the Real Estate Described on Attached Exhibit "A" Which Is Incorporated Herein By Reference Known As Tax Map Number 147-00-00-004 To Chart Inc. Upon Such Terms and Conditions Described in The Agreement of Sale That Is Exhibit B.

d. **3<sup>rd</sup> Reading 2020-27** An Ordinance to Amend Chester County Ordinance No. 2020-16 the 2020-2021 Chester County Budget Ordinance in Certain Limited Particulars Only.

**6. Ordinances/Resolutions/Proclamations**

a. **3<sup>rd</sup> Reading of 2020-23** An Ordinance to Amend Chester County Code Chapter 2, Administration, Section 761et Seq., Fort Lawn Fire Protection District and Lewis Fire Protection District.

b. **3<sup>rd</sup> Reading of 2020-24** An Ordinance to Amend Chester County Code Chapter 2, Administration, To Create Division 19, Section 2-767 To Include Lewis Fire Protection District.

c. **Resolution 2020-23** Providing For The Enlargement Of The Joint Industrial And Business Park Of Chester And York Counties To Include A Portion Of Those Certain Pieces, Parcels, Or Tracts Of Land, With All Improvements Thereon, Situate Lying Or Being In Chester County, Bearing Tax Map Number: 147-00-00-004; And Other Related Matters.

**d. 3<sup>rd</sup> Reading of 2020-26** An Ordinance to Authorize the County of Chester, By Chester County Council, To Sell the Real Estate Described on Attached Exhibit "A" Which Is Incorporated Herein By Reference Known As Tax Map Number 147-00-00-004 To Chart Inc. Upon Such Terms and Conditions Described in The Agreement of Sale That Is Exhibit B.

**e. 3<sup>rd</sup> Reading 2020-27** An Ordinance to Amend Chester County Ordinance No. 2020-16 the 2020-2021 Chester County Budget Ordinance in Certain Limited Particulars Only. *Sheriff cars and equipment*

**f. Resolution 2020-24** To Authorize the County of Chester, By Chester County Council, To Sell Certain Vehicles of The County and The Sheriff's Office Identified Herein Upon Such Terms and Conditions as Described.

**g. 2<sup>nd</sup> Reading 2020-28** An Ordinance to Amend Chester County Ordinance No. 2020-16 the 2020-2021 Chester County Budget Ordinance in Certain Limited Particulars Only. *Part time position in the Assessor's Office*

**h. 2<sup>nd</sup> Reading 2020-29** An Ordinance to Amend Chester County Ordinance No. 2020-16 the 2020-2021 Chester County Budget Ordinance in Certain Limited Particulars Only. *Solicitor's Office and Public Defender.*

## **7. Old Business**

### **a. CCTC approvals**

1. Approval of bid for \$271,892.40 for JA Cochran Bypass and Ashford Street Sidewalk Installation.
2. Emergency Roadway Repairs on Bobcat Drive.
3. Approval to Reimburse the County Roads Department for Road Maintenance from May 1<sup>st</sup>, 2020 to August 17<sup>th</sup>, 2020 and two purchases from April 1<sup>st</sup>, 2020 in the amount of \$19,026.58 dollars.
4. Approval to Pave Dearborn Street in Great Falls.
5. Approval to add Sidewalks on Washington Street in Great Falls.

**b. 1<sup>st</sup> Reading of CCMA20-08:** Daisy Rollings request Tax Map # 159-01-01-044-000 located off Looper Road, Great Falls, SC be rezoned from RG-1 (Multi Family) to R2 (Rural Two). Planning Commission voted 5-0 to approve.

**c.** Consideration for Funding an Additional Amount for South Chester Grant To Repair Fire Truck.-Chairman Stuart.

**d.** Update on the County Revenue Fund. Councilman Jordan.

**e.** Update on County Bonding for the New Animal Shelter-Councilman Oliphant.

**f.** The Pinckney Road & Eureka Community Project and Derelict Houses in Chester County -Councilman Oliphant.

**g.** Update on the Use of County Buildings for Functions and New Renting Policy-Councilman Oliphant.

**h.** Update on Code Enforcement Officer Position in Building & Zoning-Councilman Oliphant

**i.** Update on the Burnt Meeting House Cemetery- Councilman Oliphant

**j.** Update Regarding Property on Dawson Drive- Vice Chairman Branham

**k.** Update on Rodman Sports Complex-Councilman Jordan

- l. Update Regarding how the Cleaning and Sanitization has been done in County Government Buildings.  
Councilman Vaughn.
- m. Update on the Negotiations between Great Falls and Chester County Regarding the Recreation Agreement.  
Councilman Vaughn.

**8. New Business**

- a. Permission to Purchase a Fire Truck for West Chester Fire Department with Bond Money-Susan Cok
- b. Consideration for Funding for Equipment for West Chester Fire Department. – Ben Grant
- c. Local Option Sales Tax-Treasurer Tommy Darby
- d. Setting the County Millage for the Upcoming Year-Auditor Donnie Wade
- e. Request to Accept Coronavirus Emergency Supplemental Funding – Sheriff Max Dorsey
- f. A Proposal to Change the Organizational Chart for The Animal Care & Enforcement Department.  
-ACE Supervisor Jeanna Laws.
- g. Discuss Zoom Meetings-Councilman Oliphant.

**9. Boards and Commissions**

- a. Appointments to the Fort Lawn Fire Protection District-County Council

**10. Executive Session**

- a. Receive Legal Advice Regarding the Airport- Attorney Winters
- b. Receive Legal Advice Regarding Southeastern Petroleum-Attorney Winters
- c. Receive Legal Advice Regarding the Selection of a Suitable Site for the Hazmat Building-Chairman Stuart

**11. Council Actions Following Executive Session**

- a. Action Taken Regarding Legal Advice for the Airport
- b. Action Taken Regarding Legal Advice for Southeastern Petroleum.
- c. Action Taken Regarding Legal Advice of the Selection for a Suitable Site for the Hazmat Building.

**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



**Interim Guidelines for Addressing Council during the COVID crisis:**

**Chester County Code §2-59 Appearance by Citizens has been suspended. As a result, interim guidelines are necessary to ensure the ability of citizens to continue to bring concerns and comments before council. These guidelines will remain in place until such time as the State of Emergency is lifted by Chester County Council.**

**Citizens Comments and Public Hearings:**

- Contact the Clerk to Council in one of the following ways:
- You may submit your comments in writing to Chester County Council by emailing Karen Lee, Clerk to Council at [klee@chestercounty.org](mailto:klee@chestercounty.org).
- You may submit your comments in writing to Chester County Council by mailing Karen Lee, Clerk to Council at Post Office Box 580, Chester, South Carolina 29706.
- Regardless of the method of contact you use, comments must be received no later than 10:00 a.m. on the day of a Regular Called Council meeting, and no later than 10:00 a.m. on the day **before** a Special Called Council meeting.
- All statements received will be shared with County Council unless the submission contains profanity, racial bias, discrimination, or content that is completely inappropriate for presentation.
- All meetings with the exception of Executive Session intervals are broadcast on Face Book Live.

Chester County Council remains committed and receptive to the comments of the citizens of Chester County and while the Council does not like these restrictions, they are being done in the interest of everyone's health and safety.

# **CHESTER COUNTY COUNCIL MEETING MINUTES**

**August 17, 2020 at 6:00PM**

Zoom Meeting

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

**Absent:** Councilwoman Guy with prior notification.

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

2. **Invocation** -Vice Chairman Branham gave the invocation.

3. **Approval of Minutes**

a. **July 20<sup>th</sup>, 2020 Council Minutes.**

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

4. **Citizen Comments**

Melba Carter had signed up but was not in the waiting room when her name was called.

5. **Public Hearing**-Chairman Stuart opened the public hearing and stated no one had signed up to speak.

a. **3<sup>rd</sup> Reading 2020-22** An Ordinance to Authorize the County Of Chester, By Chester County Council, To Sell The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference To Mr. F.G. Delleney, Jr. Upon Such Terms and Conditions as Described In The Request For Bid.

**Chairman Stuart closed the public hearing.**

6. **Ordinances/Resolutions/Proclamations**

a. **3<sup>rd</sup> Reading 2020-22** An Ordinance to Authorize the County Of Chester, By Chester County Council, To Sell The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference To Mr. F.G. Delleney, Jr. Upon Such Terms and Conditions as Described In The Request For Bid. Councilman Oliphant motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

b. **2<sup>nd</sup> Reading of 2020-23** An Ordinance To Amend Chester County Code Chapter 2, Administration, Section 761et Seq., Fort Lawn Fire Protection District And Lewis Fire Protection District. Councilman Jordan motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.

c. **2<sup>nd</sup> Reading of 2020-24** An Ordinance To Amend Chester County Code Chapter 2, Administration, To Create Division 19, Section 2-767 To Include Lewis Fire Protection District. Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

7. **Old Business**

a. **3<sup>rd</sup> Reading CCMA20-02:** Patton Development SC, LLC Request 2.95 acres of Tax Map # 079-01-17-013-000 (survey provided) located on JA Cochran By-Pass be rezoned from R2 (Rural Two) to GC (General Commercial) *Planning Commission Voted 6-0 to Approve.* Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.

**b. 3<sup>rd</sup> Reading CCMA20-06:** Gary Howell, with Howell Homes of the Carolinas, Request Tax Map # 123-00-00-090- 000 located on Hamilton Rd, Edgemoor, SC be rezoned from R2 (Rural Two) to R1 (Rural One) *Planning Commission Voted 4-1 to Deny.* Councilman Jordan motioned to deny, second by Councilman Vaughn. Vote 3-2 to deny. Councilman Wilson and Oliphant opposed.

**c. Update on Great Fall Projects Regarding the Thread Trail, Rail Bed Trail and the White-Water Center. Councilman Vaughn.** Glinda Coleman with the Great Falls Hometown Association gave an update regarding projects in Great Falls. They were excited about the Great Falls Visitor Center that was included on the one cents sales tax referendum. The center would make up all the parts that make up the nature base tourism and be important for the Carolina Thread Trail, whitewater area, kayaking and the future state park. Trails were being used more since COVID-19 and the purchase of the 3.5-mile rail bed from last year.

**d. Update on County Bonding for New Animal Shelter-Councilman Oliphant.** Councilman Oliphant gave an update regarding the new animal shelter. Procurement Director Susan Cok had been in contact with Keck and Wood, they do have experience in building animal shelters. They have sent the information for the square foot and the location as to where it would be built. They were waiting for them to verify how much could be done for one million dollars and their fee cost. Councilman Wilson asked to have this back on the September 8<sup>th</sup> meeting and if County Bonding Attorney Michael Kozlarek could be in attendance to fill them in on the details.

**e. Discussion Regarding Property on Dawson Drive- Vice Chairman Branham** Vice Chairman Branham, Mrs. Anderson had approached him again about purchasing the property on Dawson Drive. He asked if the property was contiguous to owned County property on Dawson Drive. Chairman Stuart, no there were a few residences in between but could possibly be used for storing heavy machinery for the Roads Department. He would speak with the Public Works Director and see what the property could be used for. Vice Chairman Branham asked to have this back on the next agenda to decide if the County is interested or not.

**f. Details Regarding how the Cleaning and Sanitization has been done in County Government Buildings. Councilman Vaughn.** Councilman Vaughn, wanted to give county employees assurance the buildings are being cleaned and sanitized and if they are trained and qualified people since there has been exposure of the coronavirus. Chairman Stuart, he would reach out to the Public Works Director for the exact details but does have a company that comes in and cleans and sanitizes once a week. After an event where an employee has tested positive that office is sanitized immediately after the employee has left. Councilman Vaughn, bring this back to the next meeting of who the company is and what their process is and what is required.

**g. Litter Report for July and Litter Ticket Enforcement Report for August- Chairman Stuart** Chairman Stuart, 633 bags of trash were picked up in July. The litter enforcement report showed how the cases were progressing, guilty, not guilty, voided and warnings.

## **8. New Business**

**a. Discuss equipment Needs for New Hires. -Sheriff Max Dorsey** Sheriff Dorsey, talked about the equipment needs related to the COPS hiring grant, he had already received approval from Council to hire six deputies, but they would still need funding to pay for necessary vehicles and equipment. He requested approval from Council to purchase six (6) vehicles and equipment for six law enforcement officers. The equipment would include but not limited to handheld radios, firearms, uniforms, body armor, tasers and other necessary items. He requested funds in the amount of \$480,000 dollars, he would buy fully equipped vehicles not to exceed the total cost of \$402,000 dollars, the amount is higher than past request due to the inability to purchase Dodge Chargers because of the pandemic limiting supplies. The vehicle's to be purchased would be either Dodge Durango's or Ford Explorer/Interceptor. The purchase of the equipment

is to provide for six new deputies would not exceed a total of \$78,000 dollars. If the equipment is not bought, they will lose the million-dollar grant money they received.

Treasurer Tommy Darby, currently the fund balance is around \$9.1 million dollars ended this year better than what he anticipated but doesn't include the funds from the sale of Southeastern Petroleum that was around \$600,000 dollars but could be used toward the capital purchase for what the Sheriff is requesting. Sheriff Dorsey applied for the JAG grant back in February and the potential is still there to receive the grant but wouldn't know if they will be awarded until around the first part of October. Councilman Oliphant, if the JAG money is awarded could that be used to reimburse the County for the cars and equipment. Mr. Darby stated he would have to look at the grant. Sheriff Dorsey, when the cost of the salaries, benefits the equipment he was asking for the four frozen positions amortized over a three year period, and if they did not receive the million dollar grant and had to unfreeze the four positions the County would have to pay \$222,000 dollars to fund four positions. Because of the grant they are able to hire six deputies costing the County \$109,000 dollars. Think about the impact this will have on our community and how much money it is saving. Vice Chairman Branham motioned by title only to move forward in the amount of \$480,000 dollars to purchase six vehicles and equipment for the Sheriff's office, second by Councilman Oliphant. Vote 5-0 to approve.

**b. ATAX Recommendations- Treasurer Tommy Darby.**

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

**c. The Pinckney Road & Eureka Community Project-Councilman Oliphant.**

Councilman Oliphant, around seven properties to demolish went out for bids this week. There are so many abandoned derelict houses in the County that needs to be torn down. So many bad things hide in these structures which is not safe for people who lives around them. Most of the houses are owned by people who live in Chester and some who live out of town. This hurts future prospects for change in Chester County, funds are available to tear them down the ordinance needs to be enforced. We don't want the children who live in these neighborhoods to think it's ok to see derelict houses when they come in and out of their houses.

He would like to see community officers be able to write tickets for this. Sheriff Dorsey introduced Deputy Boyd and Deputy Seat stating both deputies were serving various roles at the Sheriffs Office. He along with the deputies have partnered with churches in the neighborhoods and have had several meetings regarding not only derelict houses but high crime there. They are building a relationship with the residents living there. Deputy Boyd, the churches are wanting to do food banks along with other help. Due to the problems of the derelict houses the residents see people going in them at night. He himself had identified ten houses that needed to be torn down.

Deputy Seat, at Eureka the residents there also talk about how bad the houses look, animals go in the houses as well. When you have derelict houses, people throw their trash on the site. The community needs to be built up to show the children a different mindset. Sheriff Dorsey, lets help restore pride in these communities, it's not just about being a cop, it's about helping our fellowman. Councilman Oliphant asked to have this back on September 8<sup>th</sup>, agenda to discuss funding.

**d. Discuss the Use of County Buildings for Functions-Councilman Oliphant.**

Councilman Oliphant, last year it was requested to see the usage for the War Memorial Building, but Council never received anything. He thinks for this Council and future Council they need to know the actual usage for all county properties. He would like for it to be added to Council's packages showing who used the properties by putting a spreadsheet together and adding it each month. Someone like the Solicitor who has used the Memorial building and doesn't have to pay to use it. Chairman Stuart, they do keep a hard copy for each event and place that is rented, Karen asked for them Friday, but they are getting them together. Councilman Wilson asked if the buildings were rented at no cost, and if there was a policy in place that qualifies a person to rent at no cost. Chairman Stuart stated a policy does need to be put in place to address that but now they take it by event to event through the guidelines from the rental agreement. Councilman Wilson, a policy does need to be in



place to show transparency and needs to be drafted immediately to be approved by Council. He asked for the new policy to be added to September 8<sup>th</sup> agenda.

**e. Discuss Code Enforcement Officer Position in Building & Zoning-Councilman Oliphant.**

Councilman Oliphant, the position needed to be unfrozen, the County needs someone out there writing tickets and letters to get structures cleaned up. It was brought to his attention the company that currently does all the inspections can also do code enforcement. Councilman Oliphant motioned to unfreeze the position, second by Councilman Vaughn. Discussion: Councilman Jordan, this would be a budget amendment but would like more information of what the salary would be. Vice Chairman Branham, a job description would also be required. Councilman Vaughn withdrew his second, Councilman Oliphant withdrew his motion and requested for the next meeting Council would like information if there would be a benefit of letting the company do the code enforcement or Council unfreezing the position and hiring someone.

**f. Discuss the Burnt Meeting House Cemetery- Councilman Oliphant.**

Councilman Oliphant, the County owns this property and it should be maintained by the County. It needs to be more accessible, once it's maintained it should not go back to the way it looks now. He asked to have this back on September 8<sup>th</sup> Council meeting and maybe to have Public Works Director Robert Hall there to provide a plan of what needs to be done to get this cleaned up.

**g. Consideration for a County Wide Mask Ordinance. Chairman Stuart.**

Councilman Jordan, the Governor has encouraged all cities and counties to implement a mask ordinance. Chester County is still ranked high. Nine more cases were added today making the total 746 cases, he understood the mask are not very favorable, but they do work. Municipalities that have mask ordinances the rate was down by 15 %, the areas that doesn't have a mask ordinance went up by 30%.

Chairman Stuart, the numbers are dropping but it doesn't mean they are going away. They're not testing as much as they were. Vice Chairman Branham, he was not in favor since businesses will not let you in if you don't have a mask on. Some people can't wear mask due to breathing problems, on oxygen, claustrophobia along with other reasons. Also, it would be hard to enforce, but does recommend them to be worn and continue to social distance. People he spoke with who wears mask religiously are not in favor of an ordinance. Councilman Jordan, other counties have passed resolutions to support wearing mask Councilman Jordan motioned to approve a resolution to encourage all Chester County citizens to wear a mask and to social distance, second by Councilman Vaughn. Vote 5-0 to approve.

**h. Discuss the Recreation Agreement between Great Falls and Chester County-Councilman**

**Vaughn.** Councilman Vaughn, in September of 1995 Chester County and Great Falls agreed that Chester County would take over all the recreation fields for a dollar a year for twenty-five years, this will expire at the end of this month. The Town of Great Falls would like to continue the agreement with a revised agreement. Councilman Vaughn motioned to renew the agreement after County Attorney Winters has reviewed the document and brought up to today's terms and bring the document back to Council before the expiration to get it passed, second by Councilman Oliphant with discussion.

Councilman Oliphant, he did not see how this could be voted on when no information was provided. Councilman Jordan, it had been to the Parks and Recreation Commission but was given the old lease, they did not like some of the language in the lease but needs to see the lease revised. They did not take any action at that time. Wellness & Recreation Director Anthony Williams, they did have a meeting regarding the lease, but the language from twenty-five years ago was unacceptable by him and the commission. It seemed to them Chester County owns the property but was taken care of it for Great Falls. There were a lot of liability issues in the agreement such as Republic park, the seats have been taking off the stands with other issues as drainage problems. It would also have to brought up to ADA requirements as well. To his understanding in 2017 a walk through was done to see how much it would cost to bring the park into compliance which was around \$200,000 dollars.

Councilman Wilson, so if this is done for Great Falls would we do it countywide also, he does not see doing it for one town and not do it for the others. Chairman Stuart stated on the grass alone it was around \$25,000 dollars a year in Great Falls. No one else uses the fields except for the school district, he thought the school district should work directly with the town of Great Falls. Joey Williams, the county cuts the grass at the Republic park along with the outfield. He and the high school baseball coach cuts the infield, the rest of the fields is cut by Jays Lawn service who is contracted by the County. Mr. Williams, the drainage problem had been fixed, the county supplied them with rock. He had received quotes to install wood planks for the stadium seats like the ones High School's uses for around \$40,000 dollars. This request was supposed to make it on the one cents sales tax but didn't.

Councilman Vaughn asked to see how much money is spent on the upkeep on Dawson Drive to make a comparison. Councilman Wilson asked to see for the next meeting an updated list of all services the County does. Councilman Oliphant withdrew his second and Councilman Vaughn withdrew his motion. Councilman Vaughn motioned to authorize County Attorney Winters and Chairman Stuart to negotiate with Great Falls on recreation and the Advisory of Parks & Recreation Commission, second by Councilman Oliphant. Vote 5-0 to approve

**i. Discussion of The Adjudication (Processing) Of Tickets for Litter Though the Magistrates**

**Court's. Councilman Vaughn.** Councilman Vaughn, the litter ordinance was revised last year to put more teeth in it by bringing it up the level of state ordinances. He wanted to review the affectedness of it and improvements that need to be made. Five tickets were dropped by the officer, the way the ordinance is written it is up to the court to drop. On the report it stated by the officer "corrections made" but the ordinance states "the court may permit and recognize a roadside bond offered by the litter enforcement officer to the violator. A roadside bond will include a fine and a requirement for community service". He did not see community service for the tickets that were dropped. If the person goes back and corrects the violation, he should still get a fine along with community service which by ordinance the court assigns not the litter enforcement officer.

Councilman Jordan, on the litter enforcement report the magistrate had requested to make deals due to COVID-19 to minimize the exposure to the court. Councilman Vaughn asked if the sheriff office made deals like that for misdemeanors and if they reduced fines. Seems to him the county litter officer is at more risk than the court. Chairman Stuart, an officer can state at court not guilty and enter that plea on their side since it is magistrate court. Attorney Winters, that was correct the officer can recommend what he would like to see as a resolution. When you're in court it is the judges call.

Councilman Vaughn, the judge is following the litter ordinance, when the ticket is dropped by the litter enforcement officer it is telling the offender you're good. This should not happen the ordinance needs to be done the way it is written. Attorney Winters, so our employee is dropping the fine. Councilman Vaughn, did changing the ordinance have a positive impact on improving and reducing litter in Chester County. This dropping of tickets needs to be improved. Councilman Oliphant, the employee does a great job for the county and did not want the employee to do anything that is a liability to the county. Chairman Stuart, he would check with the magistrate to see if tickets can be dropped.

**9. Boards and Commissions**

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

Vice Chairman Branham motioned to reappoint Jim Fuller, second by Councilman Oliphant. Vote 5-0 to approve. Vice Chairman Branham motioned to reappoint Nettie Archie, second by Councilman Vaughn. Vote 5-0 to approve.

**b. Reappointments to Catawba Mental Health Board- County Council.**

Councilman Oliphant motioned to reappoint Bennie Thompson, second by Vice Chairman Branham Vote 4-0 to approve. Vice Chairman Branham lost connection and did not vote.

Councilman Vaughn motioned to reappoint Melanie Saxon, second by Councilman Jordan. Vote 4-0 to approve. Vice Chairman Branham lost connection and did not vote.

Councilman Jordan motioned to reappoint Susan K. Helms, second by Councilman Wilson. Vote 4-0 to approve. Vice Chairman Branham lost connection and did not vote.

- 10. Executive Session-**Councilman Oliphant motioned to go to Executive Session, second by Councilman Vaughn. Vote 3-0 to approve. Vice Chairman Branham lost connection and did not vote. *Councilman Jordan, he had recused himself in the past regarding this issue and would continue to do.*

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

**11. Council Actions Following Executive Session**

Councilman Oliphant motioned to go back to Regular Session, second by Vice Chairman Branham. Vote 5-0 to approve.

**a. Action Taken Regarding Personnel Issue with the Fort Lawn Fire Protection District.**

Chairman Stuart motioned to remove Chief Allen Culp as the Fire Chief of Fort Lawn Fire District, second by Councilman Wilson. Vote 4-0 to approve.

Councilman Wilson motioned to name David Dutton as the Fire Chief of Fort Lawn Fire District, second by Councilman Vaughn. Vote 4-0 to approve.

**12. Council Comments**

Councilman Oliphant, Branham and Vaughn all stated the next regular meeting should be held in the Council Chambers.

Councilman Jordan asked the Clerk to add the Rodman Sports Complex to the next agenda.

Councilman Wilson, he received an email from Supervisor Stuart that stated an item outside of his district should not be added to future agendas. Councilman Wilson disagreed with that, if the Supervisor had evidence showing that he cannot add items to the council agenda that relates to things outside of his district he asked if that can be provided to him.

- 13. Adjourn-**Councilman Oliphant motioned to adjourn, second by Vice Chairman Branham. Vote 5-0 to adjourn.

**Time: 9:35 pm.**

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

# **CHESTER COUNTY COUNCIL SPECIAL CALLED MEETING**

## **ZOOM Meeting**

**Monday, August 24<sup>th</sup>, 2020 at 4:00 PM**

### **Minutes**

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

1. **Call to Order**-Chairman Stuart called the meeting to order and asked if the agenda could be amended to add an emergency update regarding the fire at Carolina Poly. Vice Chairman Branham motioned to amend the agenda to include an update regarding the fire at Carolina Poly, second by Councilman Wilson. Vote 6-0 to approve. Chairman Stuart stated the Assessor's office had received an update on the software and wanted to present it. Chairman Stuart motioned to add software funding to be included in the discussion under 4.a. under funding for the part time position in the Assessor's Office, second by Councilwoman Guy. Vote 6-0 to approve.
2. **Approval of August 13<sup>th</sup>, 2020 Special Called Minutes.**  
Councilman Jordan motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve. Councilwoman Guy was not present at the August 13<sup>th</sup> meeting and did not vote.
3. **Ordinance/Resolution/Proclamation**
  - a. **2<sup>nd</sup> Reading Ordinance 2020-27 An Ordinance to Amend Chester County Ordinance No. 2020-16 the 2020-2021 Chester County Budget Ordinance in Certain Limited Particulars Only.** Vice Chairman Branham motioned to approve to amend the budget in the amount of \$480,000 dollars for the Sheriff's office, second by Councilman Vaughn. Vote 6-0 to approve.
4. **Old Business**
  - a. **Consideration for funding for the part-time position in the Assessor's office. -Chairman Stuart.** Councilman Wilson motioned in title only to amend the budget for the part time position for up to \$30,000 dollars to include FICA and Medicare and retirement, second by Councilman Jordan. Vote 6-0 to approve. Council ask for more information regarding the software to be brought back at a later date and was taken as information.
  - b. **Consideration for funding for the Solicitor's office. -Chairman Stuart.** Vice Chairman Branham motioned to amend the budget in title only for \$61,310.00 dollars that included \$16,234 dollars for 2% cost of living, \$7520 dollars for career ladder and \$37,556 for a drug court attorney, second by Councilwoman Guy. Vote 6-0 to approve. Councilman Wilson motioned to amend the budget in title only for \$5582 dollars for a 2% cost of living to the Public Defenders Officer, second by Councilman Jordan. Vote 6-0 to approve.



**c. Consideration for funding an additional amount for South Chester grant to repair fire truck.**

**Chairman Stuart.** Vice Chairman Branham motioned to reallocate funds in the amount of \$54,416.83, second by Councilman Vaughn. Councilman Wilson asked if this request had been to the Rural Fire Commission. Chairman Stuart stated he thought it had, Councilman Wilson stated he would like to know if this request was the Rural Fire Commissions recommendation and wanted to make sure the County gets the best prices. After much discussion, Councilman Vaughn withdrew is second and Vice Chairman Branham withdrew his motion. Council asked to add this to the September 8<sup>th</sup>, 2020 regular called meeting.

**Chairman Stuart gave an update on the Carolina Poly fire.**

Fire departments on scene were Chester City and County, EMS, EMA from Chester along with Lancaster, Fort Mill, York, Chester, Cherokee and Fairfield County. The fire was outside of the building, DHEC had advised if you anyone had respiratory problems to stay inside. Five firefighters had been injured; they are trying to contain the fire. Red cross and along with DHEC was their monitoring air quality.

5. **Adjourn-Councilman Oliphant motioned to adjourn, second by Councilman Jordan.**  
**Vote 6-0 to adjourn.**

**Time: 5:30 pm**

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



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2020-24

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

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

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

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

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

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

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

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

**Ordinance No. 2020-24**

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

CHESTER COUNTY, SOUTH CAROLINA

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

Attest:

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

First Reading: July 20, 2020  
Second Reading: August 17, 2020  
Public Hearing: September 8, 2020  
Third Reading: September 8, 2020  
Chester County, South Carolina

## EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



**Ordinance No. 2020-23**

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

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

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

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

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

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

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

CHESTER COUNTY, SOUTH CAROLINA

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

Attest:

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

First Reading: July 20 \_\_\_\_, 2020  
Second Reading: August 17 \_\_\_\_, 2020  
Public Hearing: September 8 \_\_\_\_, 2020  
Third Reading: September 8 \_\_\_\_, 2020  
Chester County, South Carolina



**Resolution 2020-23**

STATE OF SOUTH CAROLINA )  
 )  
CHESTER COUNTY )

**A RESOLUTION OF  
CHESTER COUNTY, SOUTH CAROLINA**

**PROVIDING FOR THE ENLARGEMENT OF THE JOINT INDUSTRIAL AND BUSINESS PARK OF CHESTER AND YORK COUNTIES TO INCLUDE A PORTION OF THOSE CERTAIN PIECES, PARCELS, OR TRACTS OF LAND, WITH ALL IMPROVEMENTS THEREON, SITUATE LYING OR BEING IN CHESTER COUNTY, BEARING TAX MAP NUMBER: 147-00-00-004; AND OTHER RELATED MATTERS.**

**WHEREAS**, Chester County (“County”) entered into an Agreement for the Development of a Joint Industrial and Business Park (Chester and York Counties) dated as of December 31, 2012, as has been amended, with York County (collectively, “Agreement”);

**WHEREAS**, pursuant to the Agreement, the boundaries of the park created therein (“Park”) may be enlarged pursuant to an ordinance of the County Council with notice of the same to York County; and

**WHEREAS**, in connection with certain incentives being offered by the County to Project 2026, the County desires to enlarge the boundaries of the Park to include certain parcel(s) in the County.

**NOW, THEREFORE**, be it resolved by County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in the County described in Exhibit A attached to this Resolution, and, at notice of the enlargement to York County, the Agreement is amended to so include the property on Exhibit A, without further action, and the property described on Exhibit A is the Project 2026 Property as described in Ordinance No. 2020-20, and further that the Sponsor under the Fee Agreement as described in Ordinance No. 2020-20, is confirmed as being Chart Inc., formerly known as Project 2026.

Adopted: September 8<sup>th</sup>, 2020

**CHESTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman, County Council/County Supervisor  
Chester County, South Carolina

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to County Council  
Chester County, South Carolina

**EXHIBIT A**

ADDITION TO EXHIBIT A TO  
AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND  
BUSINESS PARK DATED AS OF DECEMBER 31, 2012, AS AMENDED,  
BETWEEN CHESTER COUNTY AND YORK COUNTY

ALL That piece, parcel or tract of land containing 400 acres, more or less, with all improvements thereon, lying and being situate on the eastern side of S. C. Highway No. 99, approximately three miles South of its intersection with S. C. Highway No. 9, in the County of Chester, State of South Carolina. Said tract being designated as Parcel A containing 251.198 acres, and Parcel B containing 148.802 acres, on a plat made by B. P. Barber & Associates, Inc., dated November 20, 2001, recorded in Plat Cabinet D, Slide 27, page # 6+7, in the office of the Clerk of Court for Chester County, and having the courses and distances, metes and bounds as shown on said plat which is incorporated hereto by reference. Being the identical property devised to the Grantors under the terms of the Last Will and Testament of Margaret E. Jordan who died testate on September 8, 1999, a resident of Chester County. For the administration of her estate see 99ES1200201 in office of Judge of Probate for Chester County. See deed of distribution recorded July 10, 2002, in Deed Book 822 at Page 236, office of Clerk of Court for Chester County, South Carolina. And being a portion of the property devised to the Grantors under the terms of the Last Will and Testament of William Josiah Jordan who died testate on March 12, 1990, a resident of Chester County. For the administration of his estate see 90ES1200082, office of Judge of Probate for Chester County. See deed of distribution recorded February 1, 1991, in Deed Book 597, at Page 308, office of Clerk of Court for Chester County, South Carolina.

[WHICH MAY BE SUBJECT TO REVISION FOLLOWING COMPLETION OF AN UPDATED SURVEY OF THE PROPERTY]

Chester County Tax Map No. 147-00-00-004



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2020-26

**AN ORDINANCE TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO  
SELL THE REAL ESTATE DESCRIBED ON ATTACHED EXHIBIT "A" WHICH IS INCORPORATED  
HEREIN BY REFERENCE KNOWN AS TAX MAP NUMBER 147-00-00-004 TO CHART INC. UPON  
SUCH TERMS AND CONDITIONS DESCRIBED IN THE AGREEMENT OF SALE THAT IS EXHIBIT B**

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

WHEREAS, Chester County owns property being and situate within the Chester County Research and Development Park, and being a certain parcel or tract of land known as known as Tax Map No. 147-00-00-004; and

WHEREAS, Chester County Council had determined that it is in the best interest of the County and the citizens of Chester County to approve the sale of said property to Chart Inc. upon such terms and conditions as described in the Agreement of Sale that is Exhibit B and incorporated herein by reference.

**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 authorize the sale of the real estate described on attached Exhibits "A" and "B" upon such terms and conditions and stipulations and agreements as described in approved agreement of sale and any amendments thereto.

**Ordinance No. 2020-26**

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

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

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

**COUNTY COUNCIL OF CHESTER COUNTY**

---

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

**ATTEST:**

---

Karen Lee  
Clerk to County Council of Chester County

First Reading: July 31<sup>st</sup>, 2020  
Second Reading: August 4<sup>th</sup>, 2020  
Public Hearing: September 8<sup>th</sup>, 2020  
Third Reading: September 8<sup>th</sup>, 2020

**EXHIBIT A**

[Description will be available upon Chart Inc. receipt of survey]





LOCATION SKETCH  
SCALE: 1 INCH = 1 MILE

STATE GRID NORTH  
BY CODES  
ANALYST (2007)

INSTITUTE FOR BUSINESS  
AND HOME SAFETY  
1000 147-00-00-000-000  
DEED BOOK 878 PAGE 238  
PLAT: C&D SLIDE 133 PAGES 3-4

PT-PT	COORD	DELTA	ANGLE	S-CURVE	PIKED PT
441-513	N 18°48'56" W 77.38'	0°13'28"	3,802.29'	27.38'	452
5114-8008	N 20°27'47" W 355.16'	0°14'42"	11,488.86'	355.16'	453

GEOIDIC AND SC STATE GRID POINT DATA	
HORIZONTAL DATUM:	NAD83 (2011)
VERTICAL DATUM:	NAVD 88
POINT NUMBER:	8008
SC GRID COORDINATES:	
NORTH:	1,026,662.81'
EAST:	2,074,106.65'
GEOIDIC COORDINATES:	
LATITUDE:	N 34°38'18.08517"
LONGITUDE:	W 080°57'11.15477"
POINT NUMBER:	452
SC GRID COORDINATES:	
NORTH:	1,025,586.63'
EAST:	2,075,404.05'
GEOIDIC COORDINATES:	
LATITUDE:	N 34°39'07.83263"
LONGITUDE:	W 080°56'55.80861"
COORDINATE DERIVATION: GNSS	
GEMMA RECON VECTOR SURVEYS	
MEASUREMENTS SHOWN ARE FIELD SURVEY DISTANCES	
NOTE: THIS IS DATA TO BE USED FOR LOCATION ONLY	



26.66 ACRES  
TRAP 147-00-00-000-000 (PORTION)

COUNTY OF CHESTER  
TRAP 147-00-00-000-000 (DEMANDER)  
DEED BOOK 822 PAGE 238  
DEED BOOK 824 PAGE 91  
DEED BOOK 822 PAGE 238  
PLAT: C&D SLIDE 174 PAGES 6 & 7  
PLAT: C&D SLIDE 174 PAGES 6 & 7  
PLAT: CHESTER COUNTY RESEARCH AND DEVELOPMENT PARK  
SHOWING 30.88 ACRES SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
DATED MAY 16, 2011

COUNTY OF CHESTER  
TRAP 147-00-00-000-000 (DEMANDER)  
DEED BOOK 822 PAGE 238  
DEED BOOK 824 PAGE 91  
DEED BOOK 822 PAGE 238  
PLAT: C&D SLIDE 174 PAGES 6 & 7  
PLAT: C&D SLIDE 174 PAGES 6 & 7  
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SHOWING 30.88 ACRES SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
DATED MAY 16, 2011

COUNTY OF CHESTER  
TRAP 147-00-00-000-000 (DEMANDER)  
DEED BOOK 822 PAGE 238  
DEED BOOK 824 PAGE 91  
DEED BOOK 822 PAGE 238  
PLAT: C&D SLIDE 174 PAGES 6 & 7  
PLAT: C&D SLIDE 174 PAGES 6 & 7  
PLAT: CHESTER COUNTY RESEARCH AND DEVELOPMENT PARK  
SHOWING 30.88 ACRES SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
DATED MAY 16, 2011

SUBJECT PROPERTY 26.66 ACRES		
PT-PT	BEARING	DISTANCE
8008-452	N 87°04'30" E	344.21'
452-428	S 19°07'17" E	1,243.87'
452-428	S 72°42'29" W	325.17'
428-427	S 72°50'10" W	232.02'
427-428	S 72°41'42" W	200.32'
428-428	N 87°18'16" W	42.06'
428-442	S 72°41'52" W	238.28'
442-447	N 87°18'16" W	58.84'
447-5113	S 0°0'0" W	500.00'
5113-5114	N 18°48'56" W	876.84'
5114-8008	SEE CURVE TABLE	

CLOSING SURVEY FOR PROPERTY TO BE CONVEYED TO  
**CHART INC.**  
LOCATED AT 5335 RICHMOND ROAD  
CHESTER COUNTY RESEARCH AND DEVELOPMENT PARK  
CHESTER COUNTY, SOUTH CAROLINA  
JULY 14, 2020  
SCALE: 1 INCH = 100 FEET

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
P.O. BOX 12 JENKINSVILLE, SC 29058 (803) 345-5297  
MICHAEL R. WELLS - SC 11808

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SOUTH CAROLINA SURVEYING ACT OF 1978, AS AMENDED.
2. THE SURVEY WAS CONDUCTED USING THE FOLLOWING EQUIPMENT:
  - a. TOTAL STATION: LEICA TS16
  - b. DISTANCE MEASUREMENT SYSTEM: LEICA DISTO D2
  - c. GPS: LEICA GS16
3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SOUTH CAROLINA SURVEYING ACT OF 1978, AS AMENDED.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SOUTH CAROLINA SURVEYING ACT OF 1978, AS AMENDED.

NO.	DATE	REVISION
1	07/14/2020	FINAL SURVEY

EXHIBIT B

✓

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of July \_\_, 2020 (the "Effective Date") by and between COUNTY OF CHESTER, SOUTH CAROLINA, a South Carolina body politic ("Seller"), and CHART, INC., a Delaware corporation, or its assigns ("Purchaser").

**WITNESSETH:**

A. Seller is the owner of the Property (defined below).

B. Seller has agreed to sell and Purchaser has agreed to purchase the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of \$10.00 and the mutual covenants and agreements of each party to the other hereinafter set forth, and intending to be legally bound hereby, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I**  
**DEFINED TERMS**

The following terms shall have the meanings ascribed to them below when used in this Agreement:

1.1 Closing: the consummation of the transaction contemplated hereby.

1.2 Closing Date: the date that is thirty (30) days after the expiration of the Inspection Period or such earlier date as may be agreed upon in writing by the parties.

1.3 Closing Statement: a closing statement showing the items and amounts to be prorated or adjusted between Purchaser and Seller hereunder.

1.4 Deed: a deed in the form of Exhibit "A" attached hereto and made a part hereof.

1.5 Deposit: Ten Thousand and No/100 Dollars (\$10,000.00).

1.6 Evaluation Materials: all materials, documents, reports, studies and information furnished to or obtained or developed by Purchaser concerning the Property (both originals and copies thereof) other than the Seller's Documents.

1.7 Inspection Period: the period commencing on the Effective Date and expiring at 5:00 pm Eastern Standard Time on the date that is ninety (90) days thereafter.

1.8 Inspections: site, appraisal, environmental, geotechnical, and other inspection analyses and studies of the Property.

1.9 Land: a certain parcel of land, containing approximately twenty seven (27) acres, more or less, located in Chester, South Carolina more particularly described on Exhibit "B" attached hereto and made a part hereof.

1.10 List: OFAC's Specially Designated and Blocked Persons List.

1.11 OFAC: the Office of Foreign Asset Control of the Department of the Treasury.

1.12 Order: Executive Order No. 13224 dated September 24, 2001 relating to "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism."

1.13 Permitted Exceptions: (i) easements, restrictions, covenants and agreements of record including, but not limited to, those matters of title not objected to by Purchaser in accordance with Section 4.2 below; (ii) zoning ordinances; and (iii) Taxes which are a lien but not then due and payable.

1.14 Property: collectively, Seller's right, title and interest in and to the Real Property, all fixtures owned by Seller and located on or about the Real Property, if any, and inclusive of all appurtenant easements, whether or not of record, strips, and rights-of-way abutting, adjacent, contiguous, or adjoining the Real Property.

1.15 Purchase Price: Eighteen Thousand and No/100 Dollars (\$18,000.00) per acre of the Land (the final acreage to be determined by the Survey).

1.16 Purchaser's Attorney: Wyche, P.A.

1.17 Real Property: the Land and the improvements thereon, if any, containing approximately twenty seven (27) acres, more or less, located at 5335 Richburg Road, Richburg, South Carolina, a portion of Chester County tax map number of 147-00-00-004-000.

1.18 Related Parties: all directors, officers, partners, members and employees of Purchaser and Purchaser's consultants, engineers, attorneys, lenders, and accountants.

1.19 Seller's Documents: the documents and materials listed on Exhibit "C" attached hereto and made a part hereof (both originals and copies thereof).

1.20 Survey: a survey of the Property to be procured by Purchaser subdividing the Property from Chester County tax map number 147-00-00-004-000.

1.21 Taxes: all real and personal property taxes and assessments, special or otherwise, payable in lump sums or installments which constitute a lien against the Property, in whole or in part.

1.22 Title Company: Chicago Title Insurance Company.

1.23 **Title Insurance Policy:** an owner's title insurance policy in the amount of the Purchase Price naming Purchaser as the insured thereunder, subject only to the Permitted Exceptions.

## **ARTICLE II** **PURCHASE AND SALE; PURCHASE PRICE**

2.1 Subject to the terms and conditions herein contained, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property for the Purchase Price.

2.2 The Purchase Price shall be paid by Purchaser to Seller at the Closing by wire transfer of immediately available funds, subject only to the adjustments and prorations set forth in the Closing Statement.

2.3 On or before three (3) business days after the Effective Date, Purchaser shall deposit with the Purchaser's Attorney, in escrow, the Deposit by wire transfer of U.S. dollars. The Deposit shall be held in escrow, in a non-interest-bearing account at a federally insured financial institution by Purchaser's Attorney in accordance with the terms of this Agreement. At and upon Closing, the Deposit shall be applied against the Purchase Price, or, if the transaction contemplated hereby is not consummated, delivered to Seller or Purchaser as provided herein.

## **ARTICLE III** **INSPECTION OF PROPERTY**

3.1 On or prior to the Effective Date, Seller has provided or shall provide Purchaser with the Seller's Documents. In the event of the termination of this Agreement, Purchaser shall promptly thereafter destroy all copies of Seller's Documents in its possession, however stored or maintained, and Purchaser shall cause all of the Related Parties to whom were delivered (in whatever format) any of Seller's Documents likewise to destroy the same promptly after termination. The preceding sentence shall survive the termination of this Agreement.

3.2 Purchaser shall not interfere with the operation of the Property during the conduct of the Inspections. Purchaser may elect to conduct a Phase I and/or Phase II environmental site assessment and/or geotechnical assessment of the Real Property. The Inspections may be conducted by Purchaser or any designee of Purchaser, including, without limitation, consultants, engineers, accountants, architects and Purchaser's employees. Should Purchaser elect to conduct a Phase II environmental site assessment of the Real Property, Seller agrees to cooperate to facilitate same.

3.3 In the event that Purchaser does not desire to proceed with the purchase of the Property during the Inspection Period for any reason, in its sole discretion, Purchaser shall so notify Seller, in writing, on or prior to the conclusion of the Inspection Period, timing being of the essence of this Agreement. In the event that Purchaser gives such notice within such time period, this Agreement shall terminate and be of no further force or effect (with the exception of those provisions hereof which are expressly stated to survive such termination), and Purchaser shall, upon delivery of all Evaluation Materials to Seller, receive a refund of the Deposit, and be relieved of any and all liability under this Agreement, except such liability under this Agreement expressly

stated herein to survive such termination. Otherwise, Purchaser will be deemed to have agreed to proceed to Closing subject to and in accordance with the balance of the terms of this Agreement.

3.4 (a) During such periods of time as Purchaser is allowed to enter the Real Property pursuant to the terms of this Agreement, Purchaser shall take all commercially reasonable steps necessary to protect the Real Property from damage by reason of its activities and, in the event of any such damage to the Real Property, Purchaser shall promptly restore or cause to be restored that portion of the Real Property so damaged to the condition existing just prior to such damage.

(b) If any construction, mechanic's, materialman's or other lien is filed against any of the Real Property as the result of any work, labor, service or materials performed or furnished, by, for or to Purchaser, its employees, agents and/or contractors, Purchaser shall, without expense to Seller, cause the same to be discharged of record by payment, bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days after the filing thereof.

(c) This Section 3.4 shall survive the Closing and/or the termination of this Agreement.

3.5 Purchaser agrees to keep confidential Seller's Documents and the Evaluation Materials; provided, however, that Seller's Documents and the Evaluation Materials may be disclosed to the Related Parties for purposes of evaluating the possible acquisition of the Property by Purchaser.

#### **ARTICLE IV TITLE AND SURVEY MATTERS**

4.1 As evidence of title, Seller shall deliver to Purchaser as part of Seller's Documents, any previous title commitment and title policy relating to the Real Property and the underlying documents noted therein as exceptions to title (other than any such documents evidencing the security granted by Seller with regard to its financing secured by the Property which shall be paid and discharged of record upon Closing). Purchaser shall have the right, at its sole cost and expense, to obtain the Survey.

4.2 If written objections to title to the Real Property are made by or on behalf of Purchaser prior to the end of the Inspection Period, that title to the Real Property is not acceptable due to exceptions which are not Permitted Exceptions, Seller shall have five (5) days following the date that it receives written notice of such objections ("Seller's Objection Response Period") in order to notify Purchaser that Seller will remedy or will have remedied such objections to Purchaser's satisfaction at or before Closing. If Seller does not so notify Purchaser within Seller's Objection Response Period, to Purchaser's satisfaction, committing to remedy such objections at or before Closing, or if Purchaser discovers new matters of title recorded after the Inspection Date, which it may deem objectionable in its sole discretion, Purchaser shall have the option (a) to proceed with the purchase of the Property, in which event the Permitted Exceptions shall be deemed to include such objections; or (b) to terminate this Agreement and, upon delivery of all Evaluation Materials to Seller, receive a refund of the Deposit, in full termination of any and all



liabilities and rights of Purchaser and Seller under this Agreement (except those expressly provided herein to survive such termination) by delivery of notice of termination to Seller.

#### **ARTICLE V** **CLOSING**

Subject to Purchaser's rights to terminate this Agreement pursuant to ARTICLE III, ARTICLE IV, ARTICLE VI, ARTICLE IX, and ARTICLE X hereof, Closing shall occur on or before 4:00 pm eastern time on the Closing Date. At such time as Purchaser's Attorney has all required executed documents and all required funds, and at such time as the Title Company, in conjunction with Purchaser's Attorney, is able and has committed to issue the Title Insurance Policy, Purchaser's Attorney shall record all documents that are to be recorded, disburse the funds in its possession in accordance with a Closing Statement executed by Seller and Purchaser, and deliver the Closing documents to the respective parties thereto. At Closing, Seller shall deliver possession of the Real Property to Purchaser subject to the Permitted Exceptions and such other exceptions to the Deed as described in Exhibit "A".

#### **ARTICLE VI** **DEFAULTS**

6.1 If Purchaser breaches this Agreement, then the Purchaser's Attorney shall deliver the Deposit to Seller (or if the Deposit has already been paid to Seller, Seller shall be entitled to retain the Deposit) as full compensation for its damages and as its sole remedy, given that the parties acknowledge and agree that actual damages are impossible to ascertain with any certainty but the Deposit is a reasonable estimate thereof.

6.2 If Seller breaches this Agreement, subject to Seller's cure rights described below, Purchaser shall, as its sole remedy, have the right: (a) to declare this Agreement terminated, in which event the Deposit shall be promptly returned to Purchaser following delivery of all Evaluation Materials by Purchaser to Seller, or (b) to seek specific performance of Seller's obligations hereunder.

#### **ARTICLE VII** **REPRESENTATIONS, WARRANTIES AND COVENANTS**

##### 7.1 Seller Representations, Warranties and Covenants.

(a) Seller represents and warrants as follows:

(i) Non-Foreign Person. Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(ii) Employees. Seller has no employees at the Real Property and is not a party to any collective bargaining agreement.

(iii) Authority. Seller has the right to execute this Agreement and to sell the Property without obtaining the consent, approval, release or signature of any other party. The signatories hereto on behalf of Seller have been duly authorized to execute and deliver this

Agreement and to bind Seller hereto. Seller has full power to consummate the transaction described in this Agreement, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction described herein has been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Seller such that this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. At least ten (10) business days prior the Closing Date, Seller shall deliver such documentation as Purchaser or Title Company may reasonably require in order to evidence the representations and warranties in this Section 7.1(a)(iii).

(iv) No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby will (A) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party or by which it or the Property is bound, which in any event would have a material adverse effect on the ability of Seller to perform its obligations hereunder, or (B) violate any order, injunction, decree, statute, rule or regulation applicable to Seller or the Property.

(v) PATRIOT Act. Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on the List) or under the Order.

(vi) Condemnation. Seller has not received any notice from any governmental authority or any other third party regarding pending or contemplated condemnation proceedings affecting the Property or any portion thereof.

(vii) Environmental Regulations. Seller has not received any notice from any governmental authority or any other third party alleging that the Property violates or may violate any applicable law, rule, or regulation relating to the protection of the environment

(viii) Service Agreements. Neither Seller nor any of its representatives is a party to any service contracts, maintenance agreements, landscaping contracts, security service contracts, or any other similar service agreements relating to the Property that would be binding on Purchaser after the Closing.

(ix) Operation of the Property. Between the Effective Date and the Closing Date, Seller shall operate the Property in the ordinary course of business and shall maintain and repair the Property in accordance with its standard practices so that, on the Closing Date, the Property will be in substantially the same condition as it now exists, natural wear and tear and loss by casualty excepted.

(x) Pending Actions. There are no actions, suits or proceedings pending against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign.

(xi) Seller's Documents. The Seller's Documents are true and complete copies of such documents in Seller's file, and Seller has not knowingly and with the intent to defraud omitted any portion of the Seller's Documents.

(xii) Violations. Seller has received no notice that there are uncorrected violations of any applicable Laws affecting the Property or the use and occupancy thereof.

7.2 Survival. The representations and warranties of Seller contained in this Agreement shall survive for a period ("Survival Period") of one hundred eighty (180) days after the Closing. In connection with the foregoing, to the extent claims of Losses (defined below) are not made to Seller in the form of a written notice on or before the expiration of the Survival Period, then, thereafter, any such claims shall be forever barred, waived, released and discharged. This Section 7.2 shall survive Closing.

7.3 Indemnification by the Seller. Any limitation contained herein to the contrary notwithstanding:

(a) From and after the Closing, but subject to the terms of Section 7.2, Seller shall indemnify and hold Purchaser and its affiliates and their respective partners, members, shareholders, officers, directors, employees, representatives and agents of each of the foregoing harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all claims, losses, damages, liabilities, costs and expenses (collectively, "Losses"), arising out of, or in any way relating to breach of any representation and warranty of Seller contained in this Agreement and discovered subsequent to Closing. The foregoing indemnity shall be deemed to include actual Losses only, and not punitive, indirect or consequential damages. In the event Purchaser becomes aware of any such Losses, Purchaser shall give prompt written notice to Seller and Seller shall have the right and opportunity to defend against such Losses with counsel selected by Seller.

(b) This Section 7.3 shall survive Closing.

7.4 Purchaser Representations, Warranties and Covenants. Purchaser represents and warrants as follows:

(a) Authority. Purchaser has the right to execute this Agreement and to purchase the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Purchaser have been duly authorized to execute and deliver this Agreement and to bind Purchaser hereto. Purchaser has full power to consummate the transaction described in this Agreement, the execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transaction described herein has been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Purchaser such that this Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Purchaser of the transaction contemplated hereby will (i) conflict with or result in a breach of or default under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, license, agreement, or other instrument or obligation to which Purchaser is a party, which in any event would have a material adverse effect on the ability of Purchaser to

perform its obligations hereunder, or (ii) violate any order, injunction, decree, statute, rule, or regulation applicable to Purchaser.

(c) PATRIOT Act. Neither Purchaser nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on the List) or under the Order.

## **ARTICLE VIII**

### **CLOSING DOCUMENTS AND DELIVERIES**

On the Closing Date, Seller shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to Seller (as required) the following:

8.1 Purchaser shall deliver to Seller the Purchase Price by wire transfer of immediately available funds.

8.2 Seller shall execute, in recordable form, and deliver to Purchaser the Deed referencing the Survey in the legal description.

8.3 Seller shall deliver to the Title Company and/or Purchaser's Attorney such evidence of Seller's authority to enter into this transaction which is reasonably required by the Title Company, including, but not limited to, a County of Chester ordinance or other required County of Chester authorization.

8.4 Seller shall execute and deliver an owner's affidavit to the Title Company and/or Purchaser's Attorney in a form reasonably acceptable to the Title Company and/or Purchaser's Attorney.

8.5 Seller and Purchaser shall execute and deliver to each other the Closing Statement showing the amounts by which the Purchase Price shall be adjusted as of the Closing Date and in the following manner:

(a) Purchaser shall pay (i) the premium and all search and exam fees for the Title Insurance Policy and for any endorsements the Title Insurance Policy that Purchaser (and/or Purchaser's lender) shall require; (ii) costs associated with the Survey; and (iii) Purchaser shall pay all recording fees for the recording of the Deed. Seller shall pay all transfer taxes, deed stamps or the like, and recording costs, if any, associated with the delivery of the Deed to Purchaser. Each party shall pay the expense of its own attorney.

(b) Real estate taxes for the Property ("Taxes") shall be prorated on a tax year cash accounting basis based upon actual tax bills or, to the extent not then available, the most recent ascertainable assessed values and tax rates. Seller shall pay Taxes attributable to the Property to, but not including, the Closing Date and Purchaser shall pay all Taxes attributable to the Property on and after the Closing Date. Seller shall be responsible for rollback taxes attributable to the Property for any time periods prior the Closing, if the same are assessed.



All prorations shall be final and neither the obligation to prorate, nor the amount of any such prorations, shall survive Closing.

#### **ARTICLE IX DAMAGE**

In the event that the Property shall be materially damaged or destroyed by fire, storm or other casualty before the Closing Date, then Purchaser shall have the right to terminate this Agreement by providing to Seller a written notice of termination to Purchaser, and upon such termination, anything herein contained to the contrary notwithstanding, the Deposit shall be refunded to Purchaser. In the event Purchaser shall not elect to terminate this Agreement, Purchaser shall be entitled to receive at Closing an absolute assignment from Seller of any interest Seller may have otherwise had in the proceeds of any insurance on the Property less any costs incurred by Seller in securing such proceeds and/or adjusting the loss and/or in undertaking any required repairs and Purchaser shall receive a credit in the sum of the amount of any deductible. In such event Purchaser shall proceed with the Closing on the Property in its then "as is" condition with no reduction in the Purchase Price (other than the stated credit).

#### **ARTICLE X CONDEMNATION**

10.1 In the event that, between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are initiated which would result in the taking of any part of the Real Property, Purchaser may:

(a) terminate this Agreement by providing written notice to Seller and receive a refund of the Deposit; or

(b) proceed with the Closing, in which event Seller shall assign to Purchaser at Closing all of Seller's right, title and interest in and to any award made in connection with any such condemnation or eminent domain proceedings, with the Property being in its then "as is" condition with no reduction to the Purchase Price.

10.2 Seller shall promptly notify Purchaser in writing if Seller has actual knowledge of the commencement or occurrence of any condemnation or eminent domain proceedings, and Purchaser may then elect to exercise its rights under Section 10.1(a) or Section 10.1(b).

#### **ARTICLE XI BROKER**

Seller represents and warrants that it has not been represented by any broker in connection with the sale of the Property. Seller shall indemnify and hold the Purchaser and the Purchaser's affiliates and its respective partners, members, shareholders, officers, directors, employees, representatives and agents of each of the foregoing harmless from any loss, cost, liability or expense (including reasonable attorneys' fees and costs) on account of Seller's breach of this ARTICLE XI.

**ARTICLE XII**  
**MISCELLANEOUS**

12.1 This Agreement and the exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this Agreement may not be modified except in writing signed by all parties.

12.2 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party to any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

12.3 The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

12.4 No party other than Seller and Purchaser and their successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Seller and Purchaser and their successors and assigns, and not for the benefit of any other party.

12.5 All notices provided for or permitted to be given pursuant to this Agreement must be in writing. All notices to be sent hereunder shall be deemed to have been properly given or served: if hand delivered by courier, in hand when received; if mailed, on the third business day following the date upon which the same is deposited in the United States mail, addressed to the recipient of the notice, certified with return receipt requested; if by electronic mail, on the date sent (or the next business day after the date of transmission if the transmission day is not a business day) provided that the electronic mail was properly addressed and that a duplicate notice was forwarded via nationally recognized overnight courier guarantying next business day delivery; and, if by nationally recognized overnight courier guarantying overnight delivery, on the business day following the day such notice was deposited with such a courier, so long as the day of deposit was on a service day of such courier and prior to the last pick up for such day.

If to Seller:

County of Chester, South Carolina

\_\_\_\_\_

E-mail: \_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_

\_\_\_\_\_



E-mail: \_\_\_\_\_  
Attention: \_\_\_\_\_

If to Purchaser:

Chart, Inc.  
3055 Torrington Drive  
Ball Ground, GA 30107  
E-mail: [Herbert.Hotchkiss@chartindustries.com](mailto:Herbert.Hotchkiss@chartindustries.com) and  
[Keith.Blalock@chartindustries.com](mailto:Keith.Blalock@chartindustries.com)  
Attention: Herbert Hotchkiss

With a copy to:

Wyche, P.A.  
P.O. Box 728  
Greenville, SC 29602-0728  
E-mail: [jlonon@wyche.com](mailto:jlonon@wyche.com) and  
[khamilton@wyche.com](mailto:khamilton@wyche.com)  
Attention: Josh Lonon

12.6 This Agreement shall be governed by the laws of the State in which the Real Property is located, without regard to choice of law rules.

12.7 This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered between the parties via telecopy or electronic mail.

12.8 Neither Purchaser nor Seller shall record this Agreement or any memorandum thereof in any public records or make any press release or other public disclosure concerning the transaction contemplated hereby and each party shall use its diligent and commercially reasonable efforts to prevent disclosure of the transaction contemplated hereby prior to Closing, other than (a) to directors, trustees and officers and members or shareholders of the parties or any qualified intermediary in connection with a like kind exchange of real estate associated herewith, and employees, agents, bankers, attorneys, accountants, consultants and affiliates of the parties who are involved in the ordinary course of business with the transaction contemplated hereby, and to Purchaser's lender, the Title Company and Purchaser's consultants who are retained to investigate the Property, all of which shall be instructed to comply with the non-disclosure provisions hereof, and/or (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction. This Section 12.8 shall survive the termination of this Agreement.

12.9 Purchaser may assign this Agreement or its rights hereunder, directly or indirectly, without the prior written consent of Seller, prior to the Closing.

12.10 Except as otherwise expressly provided herein, no representations, warranties, covenants, agreements or other obligations in this Agreement shall survive the Closing or termination of this Agreement, and no action based thereon shall be commenced after the Closing Date.

12.11 As used herein, the phrase "business days" shall be deemed to mean all days other than Saturdays, Sundays and legal holidays in the state in which the Real Property is located and those days on which banking institutions in such state are authorized by law to close for business. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next succeeding business day.

[END OF TEXT – SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SELLER:**

COUNTY OF CHESTER, SOUTH CAROLINA,  
a South Carolina body politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

CHART, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEPOSIT ACKNOWLEDGMENT**

The undersigned hereby acknowledges receipt of the Deposit and agrees to hold the same pursuant to terms of the Agreement. In the event of any dispute between Seller and Purchaser pertaining to the Deposit, the undersigned may commence an interpleader action and deposit the Deposit with a court of competent jurisdiction and in such event, the undersigned shall be relieved of all further obligation and liability.

WYCHE, P.A.

By: \_\_\_\_\_  
Name: Josh Lonon  
Its: Member

Dated: July \_\_, 2020

**Exhibit List**

**EXHIBIT "A"**

Deed

**EXHIBIT "B"**

Legal Description

**EXHIBIT "C"**

Seller's Documents

**EXHIBIT "A"**

**FORM OF DEED**

AFTER RECORDING RETURN TO:

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

**LIMITED WARRANTY DEED**

THE STATE OF SOUTH CAROLINA     )  
  )     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CHESTER                    )

THAT, COUNTY OF CHESTER, SOUTH CAROLINA, a South Carolina body politic, pursuant to County of Chester Ordinance Number \_\_\_\_\_ ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_

("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee certain real land located in Chester County, South Carolina, as more particularly described on Exhibit A attached to and made a part of this Deed (the "Land"), together with all of Grantor's right, title and interest in and to all rights, privileges, easements, and interests appurtenant thereto, adjacent streets, alleys, rights-of-ways, and any adjacent strips and gores of real estate (the "Appurtenances"), together with all structures and improvements situated on the Land and all fixtures and other Land owned by Seller and affixed thereto (the "Improvements"), LESS AND EXCEPT all oil, gas and other minerals previously reserved or conveyed of record (the Land, Appurtenances and Improvements being herein collectively referred to as the "Property"). The Grantor covenants that the Grantor has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the matters identified on Exhibit B attached to and made a part of this Deed (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances hereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors and



assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against all claims, grants, charges, taxes, judgments mortgages, liens and encumbrances of whatsoever nature made by or through Grantor, but not otherwise.

Grantor has caused this instrument to be executed on this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
WITNESS #1

COUNTY OF CHESTER,  
SOUTH CAROLINA,  
a South Carolina body politic

\_\_\_\_\_  
WITNESS #2

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for the said county and state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of County of Chester, South Carolina, who is personally known to me and who acknowledged that (s)he did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

\_\_\_\_\_  
Notary Public  
Printed Name:  
Commission Expires:

**Exhibit A**

**Legal Description**

**[Subject to revision after Purchaser's examination of title]**

**[to be completed upon completion of the Survey]**

**Exhibit B**

**Encumbrances**

**{Subject to revision after Purchaser's examination of title}**

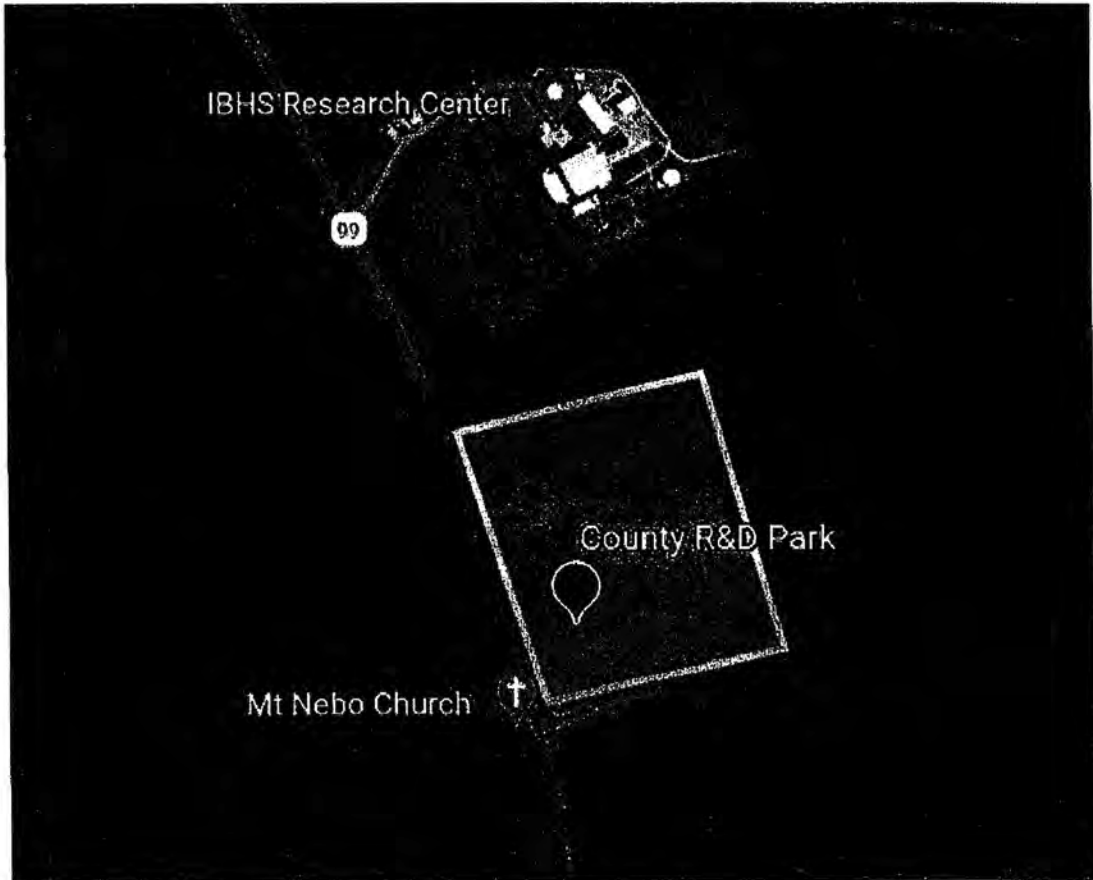
1. All facts, matters and encumbrances relating to the Property disclosed and properly indexed in the Office of the Chester County Register of Deeds, but excluding any encumbrances, if any, that Grantor agreed in writing to release, remove, cure or discharge.
2. The liens of real property taxes, special and other assessments, charged by Authorities, ad valorem taxes, personal property taxes and similar charges (collectively, "Taxes"), not yet due and payable.

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**[May be revised after Purchaser examination of title]**

**[to be completed upon completion of the Survey]**



**EXHIBIT "C"**

**SELLER'S DOCUMENTS**

1. Copy of the most recent owner's title insurance policy
2. Copy of the vesting deed
3. Copy of the most recent survey(s)
4. Copies of the real estate tax bills for the current and prior year
5. Copies of the most recent environmental report(s)
6. Copies of the most recent zoning report(s)
7. Copies of the most recent geotechnical report(s)
8. Copies of any documents related to site utilities
9. Copies of any documents related to site ingress/egress



STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHESTER                 )

**Ordinance No. 2020-27**

**AN ORDINANCE TO AMEND CHESTER COUNTY ORDINANCE NO. 2020-16 THE 2020-2021 CHESTER COUNTY BUDGET ORDINANCE, IN CERTAIN LIMITED PARTICULARS ONLY.**

**WHEREAS**, Chester County, South Carolina (the “County”), acting by and through Chester County Council (the “Council”), adopted Ordinance No. 2020-16, (the “Ordinance”), on June 18, 2020, approving the Chester County 2020-2021 budget; and,

**WHEREAS**, the Chester County Sheriff is hiring officers to fill vacancies and the officers will need vehicles and equipment in order to fulfill their duties; and

**WHEREAS**, Chester County Council was advised of this need and approved this request in the aggregate amount of Four Hundred Eighty Thousand Dollars and No Cents (\$480,000.00), to be allocated as follows: Four Hundred and Two Thousand Dollars and No Cents (\$402,000.00) for the purchase of six (6) vehicles and Seventy Eight Thousand Dollars and No Cents (\$78,000.00) for the purchase of equipment for personnel; and

**WHEREAS**, sufficient funds are in the budget and can be transferred over by way of this budget amendment approved by County Council; and

NOW THEREFORE BE IT ORDAINED THAT:

**SECTION 1: AN ORDINANCE TO ESTABLISH OPERATING AND CAPITAL BUDGETS FOR THE OPERATION OF THE COUNTY GOVERNMENT OF CHESTER COUNTY FOR THE FISCAL YEAR COMMENCING JULY 1, 2020; TO PROVIDE FOR THE LEVY OF TAXES FOR CHESTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020: TO PROVIDE FOR THE EXPENDITURE OF TAX REVENUES AND OTHER COUNTY FUNDS: TO PROVIDE FOR OTHER COUNTY PURPOSES: TO AUTHORIZE THE COUNTY TO BORROW MONEY IN**



**Ordinance No. 2020-27**

ANTICIPATION OF TAXES AND TO PROVIDE FOR THE REPAYMENT OF SUMS BORROWED BY THE COUNTY GOVERNING BODY: TO PROVIDE FOR THE PAYMENT OF TORT CLAIMS AND WORKERS' COMPENSATION CLAIMS AGAINST CHESTER COUNTY: TO PROVIDE CERTAIN FISCAL AND OTHER MATTERS RELATING TO COUNTY GOVERNMENT is hereby amended to allocate in the aggregate amount of Four Hundred Eighty Thousand Dollars and No Cents (\$480,000.00), to be apportioned as follows: Four Hundred and Two Thousand Dollars and No Cents (\$402,000.00) for the purchase of six (6) vehicles and Seventy Eight Thousand Dollars and No Cents (\$78,000.00) for the purchase of equipment for Sheriff's Office personnel.

SECTION 2: This ordinance shall take effect upon adoption.

Adoption this 8<sup>th</sup> day of September 2020.

1<sup>st</sup> Reading: August 17, 2020  
2<sup>nd</sup> Reading: August 24, 2020  
3<sup>rd</sup> Reading: September 8, 2020  
Public Hearing: September 8, 2020

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K. Shane Stuart, Supervisor  
Chester County Council

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Karen Lee  
Clerk to Council



STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHESTER       )

RESOLUTION NO. 2020-24

**A RESOLUTION TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO SELL CERTAIN VEHICLES OF THE COUNTY AND 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, Chester County and the Chester County Sheriff's Office have 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:

**CHESTER COUNTY VEHICLES**

2004 Chevy Silverado 4x4 VIN 1GCHK29U44E355275

2002 Ford 250 ¾ Ton Truck – VIN 1FTNF20L12EA25277

1990 Freightliner Semi Truck – VIN 1FUYSYB711412163

**RESOLUTION NO. 2020-24**

Thomas Built School Bus – VIN 4UZ6CJAA6XCB71809

Thomas Built School Bus – VIN 4UZ6CJAA9XCB77877

Thomas Build School Bus – VIN 4UZAAXAK91CH98958

White Van – VIN 1FDXE40F7WHB24090

**CHESTER COUNTY SHERIFF’S OFFICE VEHICLES**

2009 Ford Explorer – VIN 1FMEU738X9UA33755

2009 Ford Explorer – VIN 1FMEU73839UA33757

2008 Ford Crown Vic – VIN 2FAFP71V18X149643

2011 Ford Crown Vic – VIN 2FABP7BV7BX185237

2011 Ford Crown Vic – VIN 2FABP7BV7BX185241

2011 Ford Crown Vic – VIN 2FABP7BV7BX185245

2011 Ford Crown Vic – VIN 2FABP7BV7BX185247

2011 Ford Crown Vic – VIN 2FABP7BV6BX185235

2011 Ford Crown Vic – VIN 2FABP7BV7BX182799

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

CHESTER COUNTY, SOUTH CAROLINA

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

Attest:

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

County

## VEHICLES TO BE SOLD AT AUCTION

Dept	Car #	Description	Tag #	Vin #	Asset #	Title	Mileage	Comments
170	521	2004 Chevy Silverado 4x4	CG65340	1GCHK29U44E355275	20302330	Title	238,779	Does not run
170	596	2002 Ford 250 3/4 Ton Truck	CG65340	1FTNF20L12EA25277	20302323	Title	213,161	Runs
401		1990 Freightliner Semi Truck	CG51190	1FUYZSYB7LL412163				Runs
160		Thomas Built School Bus		4UZ6CJAA6XCB71809			215,694	Does not run
160		Thomas Built School Bus		4UZ6CJAA9XCB77877			218,734	Does not run
160		Thomas Built School Bus		4UZAAXAK91CH98958			273,167	Does not run
160		White Van		1FDXE40F7WHB24090			155807	Runs

*Sheriff*

<u>VIN</u>	<u>TAG</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>MILAGE</u>
1FMEU738X9UA33755	EMP691	2009	Ford Explorer	204434
1FMEU73839UA33757	EMP690	2009	Ford Explorer	253403
2FAFP71V18X149643	CG69996	2008	Ford Crown Vic	163005
2FABP7BV7BX185237	CG68044	2011	Ford Crown Vic	232008
2FABP7BV7BX185241	CG68046	2011	Ford Crown Vic	214110
2FABP7BV7BX185245	CG68050	2011	Ford Crown Vic	209328
2FABP7BV7BX185247	CG68052	2011	Ford Crown Vic	193567
2FABP7BV6BX185235	CG68042	2011	Ford Crown Vic	Unknown
2FABP7BV7BX182799	CG68040	2011	Ford Crown Vic	218905

Odometer broke some time ago, this is the last reading we had

Wrecked



STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHESTER                    )

**Ordinance No. 2020-28**

**AN ORDINANCE TO AMEND CHESTER COUNTY ORDINANCE NO. 2020-16 THE 2020-2021 CHESTER COUNTY BUDGET ORDINANCE, IN CERTAIN LIMITED PARTICULARS ONLY.**

**WHEREAS**, Chester County, South Carolina (the “County”), acting by and through Chester County Council (the “Council”), adopted Ordinance No. 2020-16, (the “Ordinance”), on June 18, 2020, approving the Chester County 2020-2021 budget; and,

**WHEREAS**, the Chester County Assessor’s Office is preparing for reassessment of properties within the County; and

**WHEREAS**, reassessment is a very large project and County Council recognizes that in order to perform the reassessment properly it will require the assistance of an additional employee; and

**WHEREAS**, since this is a project that will last for a short period of time, the additional employee will be a part-time, temporary employee; and

**WHEREAS**, the budget will require an amendment to account for the pay and the payroll burden expense of this part-time, temporary employee up to an amount not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00) which will include wages and all payroll burden expenses including without limitation FICA, Medicare and Retirement contributions where applicable.

**NOW THEREFORE BE IT ORDAINED THAT:**

**SECTION 1: AN ORDINANCE TO ESTABLISH OPERATING AND CAPITAL BUDGETS FOR THE OPERATION OF THE COUNTY GOVERNMENT OF CHESTER COUNTY FOR THE FISCAL YEAR COMMENCING JULY 1, 2020; TO PROVIDE FOR THE LEVY OF TAXES FOR CHESTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020: TO PROVIDE FOR THE EXPENDITURE OF TAX REVENUES AND OTHER COUNTY FUNDS: TO PROVIDE FOR OTHER COUNTY PURPOSES: TO AUTHORIZE THE COUNTY TO BORROW MONEY IN**



**Ordinance No. 2020-28**

ANTICIPATION OF TAXES AND TO PROVIDE FOR THE REPAYMENT OF SUMS BORROWED BY THE COUNTY GOVERNING BODY: TO PROVIDE FOR THE PAYMENT OF TORT CLAIMS AND WORKERS' COMPENSATION CLAIMS AGAINST CHESTER COUNTY: TO PROVIDE CERTAIN FISCAL AND OTHER MATTERS RELATING TO COUNTY GOVERNMENT is hereby amended to include an amount not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00) which will include wages and all payroll burden expenses including without limitation FICA, Medicare and Retirement contributions where applicable, for the hiring of a part-time, temporary employee for the Chester County Assessor's Office to assist in the reassessment of properties in Chester County.

SECTION 2: This ordinance shall take effect upon adoption.

Adoption this \_\_\_\_ day of September 2020.

1<sup>st</sup> Reading: August 24, 2020  
2<sup>nd</sup> Reading: September 8, 2020  
3<sup>rd</sup> Reading: September 21, 2020  
Public Hearing: September 21, 2020

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K. Shane Stuart, Supervisor  
Chester County Council

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Karen Lee  
Clerk to Council



STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF CHESTER                )

Ordinance No. 2020-29

**AN ORDINANCE TO AMEND CHESTER COUNTY ORDINANCE NO. 2020-16 THE 2020-2021 CHESTER COUNTY BUDGET ORDINANCE, IN CERTAIN LIMITED PARTICULARS ONLY.**

**WHEREAS**, Chester County, South Carolina (the “County”), acting by and through Chester County Council (the “Council”), adopted Ordinance No. 2020-16, (the “Ordinance”), on June 18, 2020, approving the Chester County 2020-2021 budget; and,

**WHEREAS**, the Chester County Solicitor’s Office has requested additional funding for a 2% cost of living increase for his employees, for career ladders and to fund the position of a drug court attorney; and

**WHEREAS**, the Chester County Public Defenders’ Office has requested a 2% cost of living increase for his employees; and

**WHEREAS**, County Council has agreed to these requests; and

**WHEREAS**, the budget will require an amendment to provide Sixteen Thousand, Two Hundred Thirty Four Dollars and No Cents (\$16,234.00) for a 2% cost of living increase for the employees of the Chester County Solicitor’s Office, Seven Thousand, Five Hundred Twenty Dollars and No Cents (\$7,520.00) for Career Ladders, and Thirty Seven Thousand, Five Hundred Fifty Six Dollars and No Cents (\$37,556.00) to fund the position of a drug court attorney; and

**WHEREAS**, the budget will require an amendment to provide Five Thousand, Five Hundred Eighty-Two Dollars and No Cents (\$5,582.00) for a 2% cost of living increase for the employees of the Chester County Public Defenders’ Office; and

**WHEREAS**, the amendment to the budget will be for an aggregate amount of Sixty-Six Thousand, Eight Hundred Ninety Two Dollars and No Cents (\$66,892.00) to fund all requests described herein.

**Ordinance No. 2020-29**

NOW THEREFORE BE IT ORDAINED THAT:

SECTION 1: AN ORDINANCE TO ESTABLISH OPERATING AND CAPITAL BUDGETS FOR THE OPERATION OF THE COUNTY GOVERNMENT OF CHESTER COUNTY FOR THE FISCAL YEAR COMMENCING JULY 1, 2020; TO PROVIDE FOR THE LEVY OF TAXES FOR CHESTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020: TO PROVIDE FOR THE EXPENDITURE OF TAX REVENUES AND OTHER COUNTY FUNDS: TO PROVIDE FOR OTHER COUNTY PURPOSES: TO AUTHORIZE THE COUNTY TO BORROW MONEY IN ANTICIPATION OF TAXES AND TO PROVIDE FOR THE REPAYMENT OF SUMS BORROWED BY THE COUNTY GOVERNING BODY: TO PROVIDE FOR THE PAYMENT OF TORT CLAIMS AND WORKERS' COMPENSATION CLAIMS AGAINST CHESTER COUNTY: TO PROVIDE CERTAIN FISCAL AND OTHER MATTERS RELATING TO COUNTY GOVERNMENT is hereby amended to include Sixty Six Thousand, Eight Hundred Ninety Two Dollars and No Cents (\$66,892.00) for the purpose of a 2% cost of living increase for the Chester County Solicitor's Office employees and the Chester County Public Defenders' Office employees; for the purpose of funding career ladders for the Chester County Solicitor's Office employees, and for the funding of the position of a drug court attorney for the Chester County Solicitor's Office, all of which are defined herein.

SECTION 2: This ordinance shall take effect upon adoption.

Adoption this \_\_\_ day of September 2020.

1<sup>st</sup> Reading: August 24, 2020  
2<sup>nd</sup> Reading: September 8, 2020  
3<sup>rd</sup> Reading: September 21, 2020  
Public Hearing: September 21, 2020

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K. Shane Stuart, Supervisor  
Chester County Council

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Karen Lee  
Clerk to Council

**Chester County Zoning Ordinance:**

**CCMA20-07:** Matthew Lawson request a 2,994 portion of Tax Map # 133-00-00-023-000 located off Edgeland Road, Edgemoor, SC be rezoned from R2 (Rural Two) to ID-1 (Restricted Industrial)

Vice Chairman Smith announced the applicant, Matthew Lawson, withdrew his application today.

**CCMA20-08:** Daisy Rollings request Tax Map # 159-01-01-044-000 located off Looper Road, Great Falls, SC be rezoned from RG-1 (Multi Family) to R2 (Rural Two)

Daisy Rollings stepped to the microphone and stated her name as Daisy Rollings of 2030 Looper Road, Great Falls, SC. Vice Chairman Smith asked Mr. Rollings to tell us a little about her request. Ms. Rollings stated she wishes to put a 2020 Clayton Home doublewide on this parcel beside her. The property is zoned for a stick built and wants to get it changed because stick-built homes are very expensive.

Vice Chairman Smith asked the commissioners if there were any questions for the applicant.

Commissioner Grant asked if anyone was able to ride by and check the location. He wasn't able to do so. Commissioner Howell stated he rode by, Commissioner Grant said it looks pretty straight forward to him.

Commissioner Howell made a motion to approve the rezone request as presented; seconded by Commissioner Williams. Vote was 5-0 to approve.

Vice Chairman Smith reminded Ms. Rollings the Planning Commission is advisory. The County Council would have three readings for the results and instructed her to contact staff for that information.

**Discussion:**

Vice Chairman Smith asked if anyone had any questions or comments.

Commissioner Grant asked if we had a meeting next month. Ms. Hutchins from staff stated we do.

**Adjourn:**

Vice Chairman Smith made a motion to adjourn; seconded by Commissioner Howell. Vote was 5-0 to adjourn.



**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: Aug. 18, 2020 Case # CCMA20-08 Invoice # 2812

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

Please give your reason for this rezoning request:

To place a manufactured home on the property for my son to live beside me.

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

Designation of Agent (complete only if owner is not applicant):

I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request.

NAICS CODE Number: \_\_\_\_\_

**Property Address Information**

Property address: \_\_\_\_\_  
 Tax Map Number: 159-01-01-044-000 Acres: 1.335

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

PLEASE PRINT:

Applicant (s): Daisy Ballings  
 Address: 2030 Leeper Road Great Falls SC 29055  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

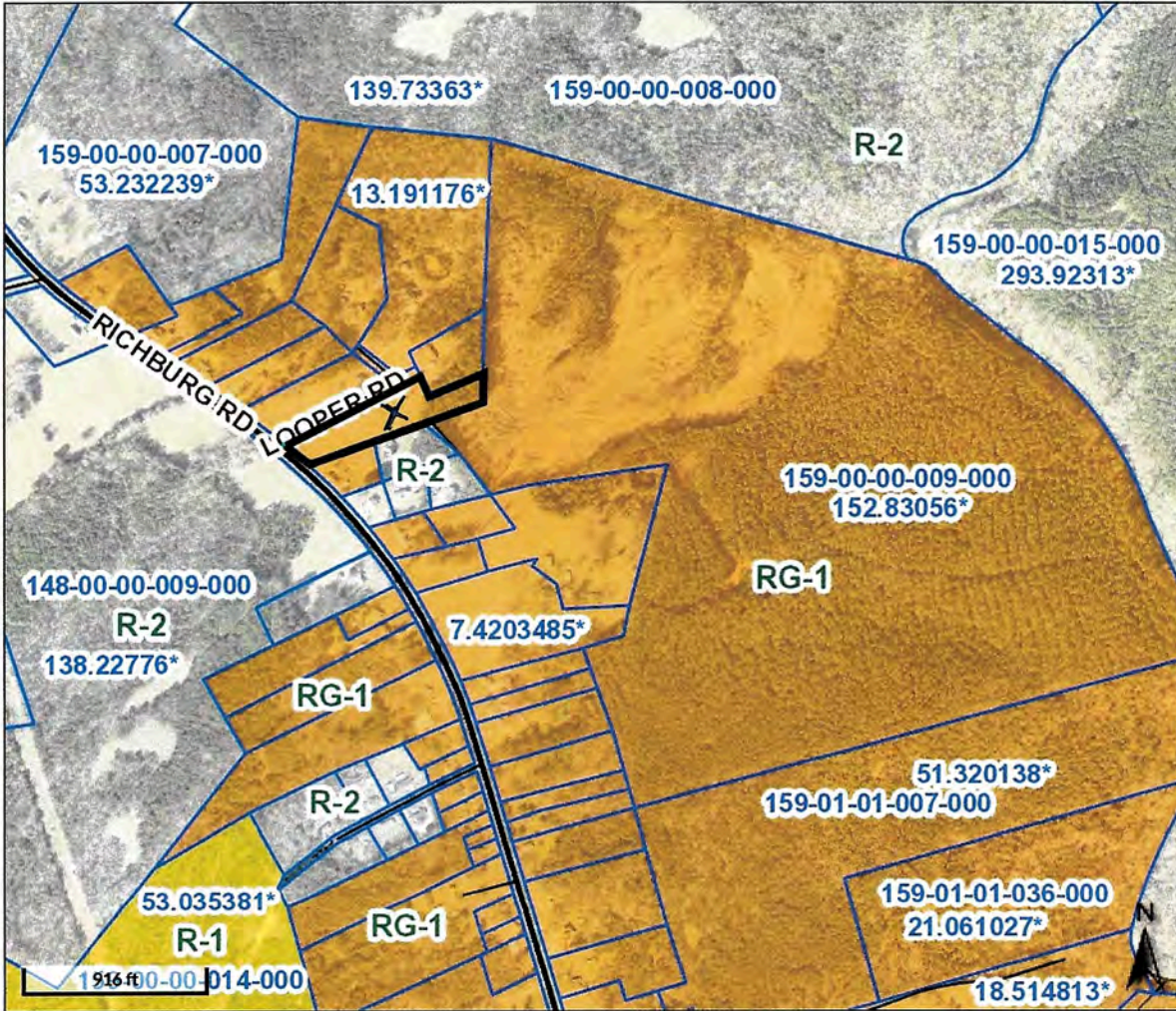
Owner(s) if other than applicant(s): Same  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

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

Owner's signature: Daisy Ballings Date: 7-7-2020  
 Applicant signature: Sans 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**
- Municipals
- Parcels**
- Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
- County Boundary

Parcel ID 159-01-01-044-000  
 Sec/Twp/Rng n/a  
 Property Address  
 District 01  
 Brief Tax Description n/a

Alternate ID n/a  
 Class RN  
 Acreage n/a

Owner Address ROLLINGS DAISY  
 2030 LOOPER RD  
 GREAT FALLS SC 29055

(Note: Not to be used on legal documents)

Date created: 8/19/2020  
 Last Data Uploaded: 8/19/2020 2:09:56 AM

Developed by  **Schneider**  
 GEOSPATIAL



Gene Hudson  
Chief  
South Chester Fire Department  
1361 Moss Creek Dr.  
Chester, SC 29706  
1/6/20

Chester County Council  
1476 J.A. Cochran Bypass  
Chester, SC 29706

Dear Chester County Council :

The South Chester Fire Department was awarded a \$30,000 VSAFE (Volunteer Strategic Assistance Fire Equipment) grant from the State of South Carolina in late 2019. This money was awarded to assist in the purchase of a replacement tank on one of our older tanker trucks.

The total cost for the replacement of the tank is \$84,416.83. The remaining cost, after the grant money is applied will be \$54,416.83. This quote is from Leslie Welding and Fabricating which the County has already awarded a bid contract to replace three other tanks in the County. This tank can be added to the current bid contract to complete the work.

I am asking Council for the remaining funds needed, \$54,416.83 to replace the tank. This tanker provides water for fire suppression in our district and is in urgent need of replacement. The tank was constructed in 1995 and was designed to have a 20 year service life. Many repairs have been made to the tank to keep it in service, but the current condition makes further repairs futile.

The members of the South Chester fire Department and I would like to thank the Council on the efforts to provide for the fire service in recent years; also for your time and consideration in this matter.

Sincerely,



Gene Hudson  
Chief  
South Chester Fire Department  
Title

**GENERAL FUND REVENUE COMPARISON FY20 vs. FY19**

<b>Fund: 100 General Fund</b>	<b>FY2019</b>	<b>FY2020</b>	<b>Variance</b>	<b>% Change</b>	<b>Variance Description</b>
100-000-8000 Operating Transfer In	91,252.03	109,000.00	17,747.97	19%	Family Court IV-D Unit Cost unexpended funds
100-010-4101 Current Property Taxes	8,031,657.99	8,709,931.03	678,273.04	8%	Millage Increase + Lower LOST credit increases Tax revenue
100-010-4102 Vehicle Taxes	1,287,833.47	1,416,187.00	128,353.53	10%	Increase in assessments
100-010-4103 Delinquent Tax Revenue	1,172,481.70	1,080,886.00	(91,595.70)	-8%	Historically around 500K to 600K but last two years have seen multiple appeals with SCDOR (ie PPG, DUKE)
100-010-4105 Fee In Lieu Of Taxes	3,379,986.99	2,191,163.97	(1,188,823.02)	-35%	FY19 saw a spike due to Carolina Poly's 1st year tax w/o any credits
100-010-4106 P.I.L.O.T.	147,595.19	76,184.00	(71,411.19)	-48%	Spike in FY19. FY20 is more in line historically
100-010-4107 Mfg. Reimbursement	442,415.77	626,979.00	184,563.23	42%	Increase in FY20. State reimbursement for equipment depreciation on Manufacturing property
100-010-4302 Homestead Exemption	1,030,784.62	1,091,379.00	60,594.38	6%	Homesteads have gradually increased with more exposure on bills
100-020-4214 Vehicle Decal Fee	27,338.00	26,817.00	(521.00)	-2%	Normal variance
100-030-4301 Local Option Sales Tax	2,817,969.62	2,435,786.00	(382,183.62)	-14%	Decrease in LOST credit factor to offset prior year. Collections of LOST totaled \$2,757,483
100-030-4303 Merchants Inventory	90,024.32	90,024.00	(0.32)	0%	No change
100-030-4304 Local Government Revenue	1,378,485.33	1,454,566.00	76,080.67	6%	Increase per State appropriation
100-030-4305 State Accom Taxes	31,842.73	30,630.00	(1,212.73)	-4%	Normal variance
100-030-4308 National Forest Fund	52,529.55	80,837.00	28,307.45	54%	Increase in Federal payment for FY20. Fully funded in FY20
100-030-4309 State Salary Supplement	6,300.00	6,300.00	0.00	0%	No change
100-040-4401 Animal Control Revenue	24,920.74	4,717.00	(20,203.74)	-81%	PY included funds transferred during Org Chart change from Sheriff
100-040-4402 Interest Income	134,985.17	135,096.00	110.83	0%	Normal variance
100-040-4403 Sale Of County Property	37,139.77	110,510.00	73,370.23	198%	Increase due to sale of FLC properties
100-040-4404 Franchise Fees	28,996.37	21,639.00	(7,357.37)	-25%	Normal variance
100-040-4405 Rentals	32,645.00	34,423.00	1,778.00	5%	Normal variance
100-040-4406 Miscellaneous Revenue	50,804.96	49,779.03	(1,025.93)	-2%	Normal variance
100-040-4409 Investment Income	54,865.91	51,909.00	(2,956.91)	-5%	Normal variance
100-125-4204 Tax Collector Fees	94,599.72	91,759.00	(2,840.72)	-3%	Normal variance
100-135-4204 Tax Assessor Fees	105.00	176.00	71.00	68%	Normal variance
100-140-4202 Planning Permits	262,388.00	233,488.00	(28,900.00)	-11%	Varies by year with volume of permits. FY17 \$177,079, FY18 \$503,131
100-140-4204 Zoning Fees	12,793.00	11,025.00	(1,768.00)	-14%	Normal variance
100-255-4203 Clerk Of Court Fines/Fees	164,307.46	183,579.00	19,271.54	12%	Increase filings
100-260-4209 Family Court Filing Fees	69,892.76	75,709.00	5,816.24	8%	Increase filings
100-260-4211 Family Court 5%Fees	84,862.54	85,084.00	201.46	0%	Normal variance
100-265-4201 Probate Judge Fees	52,687.07	61,923.00	9,235.93	18%	Normal variance
100-275-4203 Chester Magis. Fines	237,878.75	231,541.00	(6,337.75)	-3%	Normal variance
100-275-4204 Chester Mag. Fees	59,866.49	57,835.00	(2,031.49)	-3%	Normal variance
100-301-4310 Sheriff Local Revenue	79,439.96	217,761.00	138,321.04	174%	Increase due to Security Detail reimbursements
100-360-4310 Local Sources	105,409.24	0.00	(105,409.24)	-100%	PY insurance proceeds from lightning strike at 911
100-501-4407 Ems Charges For Services	1,630,557.92	1,471,328.00	(159,229.92)	-10%	Decrease due to lower call volume
<b>Report Total Revenue</b>	<b>23,207,663.14</b>	<b>22,555,951.03</b>	<b>(651,712.11)</b>	<b>-3%</b>	

NOTES: Expenditure total for FY20 General Fund is \$22,367,875. Revenue exceeded expenditure by \$188,076. Primary reasons for a positive variance between revenue and expenditure was the hiring freeze implemented and the restrictions put on spending due to COVID 19.

Amended FY20 Budget totaled \$22,529,745. FY21 Budget total \$22,532,560.



**|| SPARTAN FIRE ||**  
and Emergency Apparatus  
Since 1973

**QUOTATION**

**ESTIMATE**

319 Southport Road • Roebuck, S.C. 29376  
Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Chester County Fire Service  
598 Saluda Road  
Chester, SC 29706  
**HGAC PURCHASE FS19VC06**

Date of Proposal: August 20, 2020  
F.O.B.: Chester, SC  
Estimated Delivery: 6.5-7.5 Months  
Payment Terms: Net Pymt/Final Insp.  
Salesman: *Jared Phillips*

Item	Qty.	Description	Price	Amount
1	1	<b>Pierce Pumper Built on a Saber Cab and Chassis with a Cummins L9 380HP Diesel Engine, 3000EVS Allison Automatic Transmission, Waterous CSU 2000 GPM Pump, UPF 1000 Gallon Water Tank, Husky 3 Foam System, Whelen LED Warning Lights, Whelen Scene Lights, Shelving, Trays, Built In Accordance to NFPA and The Enclosed Proposal Dated August 20, 2020.</b>		<b>\$513,309.00</b>
2	1	<b>Loose Equipment Contingency</b>		<b>\$23,191.00</b>
3	1	<b>SC State Sales Tax</b>		<b>\$500.00</b>
*	*	<b>Optional 100% Prepayment Discount is Available in the Amount of (\$10,447.00)</b>		<b>-\$10,447.00</b>
*	*	<b>Prepayment is Due 30 Days from Contract Signing</b>		
*	*	<b>Performance Bond Included with Prepayment Discount</b>		

**TOTAL COST** **\$537,000.00**

**THIS QUOTATION EXPIRES AFTER SIXTY DAYS**

West Chester VFD Loose Equipment Breakdown

Provided by Priscilla Vann of Spartan Fire and Emergency Apparatus, Inc. August 20, 2020

These prices are inclusive of 2021 pricing and freight is included.

Qty	Description	Cost Per Unit	Quote
5	2431 Akron Brass 1.5" Saber Shutoff, White Bale, No Pistol Grip, 15/16 Slug	\$315.24	\$1,576.20
3	4866 Akron Brass 1.5" Mid-Range Assault Tip (75PSI/175GPM)	\$410.70	\$1,232.10
2	FireEquip Combat Master Flow Attack Hose 1.75" x 50' White	\$267.51	\$535.02
4	44451 Streamlight Fire Vulcan LED Vehicle Mount 12V DC - Orange	\$173.16	\$692.64
2	90503 Streamlight Survivor LED 120V AC/12V DC Smart Charge - Orange	\$130.98	\$261.96
1	MSA Evolution 6000 Plus w/Range Finder TIC and truck charger	\$7,844.00	\$7,844.00
1	LS-8 Fire Hooks Unlimited Lock Slot 8 Axe	\$116.55	\$116.55
1	PB-30 Fire Hooks Unlimited Pro Bar 30"	\$219.78	\$219.78
1	Steck Big Easy Wedge Kit w/Case	\$55.50	\$55.50
1	PFL-SP60-R-Y PowerFlare PF200 6-Pack LZ Light Kit, Rechargeable	\$755.80	\$755.80
1	Fire Hooks Unlimited K Tool Kit	\$134.31	\$134.31
1	Fire Hooks Unlimited Rex Tool	\$158.73	\$158.73
1	RH-6 Fire Hooks Unlimited Roof Hook 6'	\$109.89	\$109.89
4	FireEquip Combat Master Flow Attack Hose 1.75" x 50' Red	\$286.38	\$1,145.52
4	FireEquip Combat Master Flow Attack Hose 1.75" x 50' Orange	\$268.38	\$1,145.52
1	PC-30 Hydra Shield Pre Con Valve 6"	\$1,587.30	\$1,587.30
4	FireAde Foam - 5 Gallon	\$129.87	\$519.48



West Chester VFD Loose Equipment Breakdown

Provided by Priscilla Vann of Spartan Fire and Emergency Apparatus, Inc. August 20, 2020

These prices are inclusive of 2021 pricing and freight is included.

Qty	Description	Cost Per Unit	Quote
1	3433 Akron Brass Apollo Hi-Riser Dual-Inlet Portable and Deck Fire Monitor	\$5,360.19	\$5,360.19
1	5160 Akron Brass Akromatic 1250 Master Stream Nozzle	\$904.65	\$904.65
1	2499 Akron Brass Quad Stacked Deluge Tips	\$399.60	\$399.60
1	3488 Akron Brass 2.5"x2.5" Standard Shaper Included with #3433 Apollo Hi-Riser	\$0.00	\$0.00
1	FireEquip Reel Lite Booster Lightweight Hose Red	\$226.44	\$226.44
1	1602 Akron Brass 1" ProVenger SG Nozzle, No Pistol Grip	\$341.88	\$341.88
1	LL60 Kocheck 6" NH Low Level Strainer w/Jet Siphon	\$505.05	\$505.05
1	1499 Akron Brass 7/8" Smooth Bore Nozzle Tip w/1.5" Inlet	\$93.24	\$93.24
1	2433 Akron Brass 2.5" Saber Shutoff, Black Bale, No Pistol Grip, 1 1/4 Slug	\$405.15	\$405.15
1	4824 Akron Brass 1.5" High-Range Assault Tip (75PSI/250GPM)	\$479.52	\$479.52
1	2126 Akron Brass 2.5" x 1.5" Shutoff, Black Bale, No Pistol Grip	\$370.74	\$370.74
1	2420 Akron Brass Triple Stacked Tips, 1 1/4", 1 1/8" 1"	\$320.79	\$320.79
1	535 Akron Brass 2.5" Cellar Nozzle	\$496.17	\$496.17
1	3095 Akron Brass 95 GPM In-Line Foam Eductor	\$557.22	\$557.22
1	796 Akron Quick Attack Foam Tube for 1.5"	\$229.77	\$229.77
2	K45-3 Kocheck Triple Holder	\$115.44	\$230.88
1	09K25225M Kocheck Hydrant Gate Valve 2.5"	\$235.32	\$235.32

West Chester VFD Loose Equipment Breakdown

Provided by Priscilla Vann of Spartan Fire and Emergency Apparatus, Inc. August 20, 2020

These prices are inclusive of 2021 pricing and freight is included.

Qty	Description	Cost Per Unit	Quote
2	35R2525 Kocheck 2.5" Double Female	\$31.08	\$62.16
2	36R2525 Kocheck 2.5" Double Male	\$16.65	\$33.30
2	37R2515 Kocheck 2.5" to 1.5" Reducer	\$19.98	\$39.96
1	2581 Akron Leader Line Wye 2.5"x(2) 1.5"	\$354.09	\$354.09
2	S54L5T6 5" FT Swivel Storz x 6" Female RL Swivel NH	\$308.58	\$617.16
1	S54R525 Kocheck 5" Storz to 2.5" NH Swivel Rocker Lug Female Thread	\$135.42	\$135.42
1	37R15G Kocheck 1.5" NH Rigid Female x GHT Male	\$18.87	\$18.87
6	373 Akron E-Z Lok 2.5"	\$102.12	\$612.72
2	373 Akron E-Z Lok 1.5"	\$97.68	\$195.36
1	CM-2 Fire Hooks Unlimited Connection Mallet	\$21.09	\$21.09
1	Leather Burst Hose Jacket	\$78.81	\$78.81
1	Herbert 5" Hose Clamp	\$508.38	\$508.38
1	588 Akron Hose Clamp 2.5"-3" w/Mounting Bracket - NO LONGER AVAILABLE	\$0.00	\$0.00
2	K05 Kocheck Hydrant Wrench (Hydrant Bag)	\$36.63	\$73.26
1	09K25225M Kocheck Hydrant Gate Valve 2.5" (Hydrant Bag)	\$235.32	\$235.32
2	K01 Kocheck Single Universal Spanner Wrench (Hydrant Bag)	\$17.76	\$35.52
2	KS3 Kocheck 4", 5" Storz Universal Spanner Wrench (Hydrant Bag)	\$16.65	\$33.30



West Chester VFD Loose Equipment Breakdown

Provided by Priscilla Vann of Spartan Fire and Emergency Apparatus, Inc. August 20, 2020

These prices are inclusive of 2021 pricing and freight is included.

Qty	Description	Cost Per Unit	Quote
1	S54R545 Kochek 5" Storz to 4.5" NH Swivel Rocker Lug Female Thread (Hydrant Bag)	\$154.29	\$154.29
1	Tool Box/Tool Set	\$499.50	\$499.50
1	Rubber Fill Hose 2.5"x50'	\$227.55	\$227.55
1	HFX50X25Y50S All American Hose 5" LDH x 25' Yellow Storz	\$340.77	\$340.77
1	PB-30 Fire Hooks Unlimited Pro Bar 30"	\$219.78	\$219.78
1	FAP-6 Fire Hooks Unlimited Pick Head Axe 6lbs.	\$59.94	\$59.94
1	FA-6 Fire Hooks Unlimited Flat Head Axe 6lbs.	\$55.50	\$55.50
1	BC-24 Fire Hooks Unlimited Bolt Cutters 24"	\$67.71	\$67.71
1	Sledge Hammer 8lbs	\$36.63	\$36.63
1	Pry Bar	\$55.50	\$55.50
1	Scoop Shovel	\$48.84	\$48.84
1	Push Broom	\$38.85	\$38.85
8	HFX50X100Y50S All American Hose 5" LDH x 100' Yellow Storz	\$672.66	\$5,381.28
12	FireEquip Combat Master Flow Attack Hose 2.5" x 50' Green	\$351.87	\$4,222.44
1	2433 Akron Brass 2.5" Saber Shutoff, Green Bale, No Pistol Grip, 1 1/4" Slug	\$405.15	\$405.15
1	4824 Akron Brass 1.5" High-Range Assault Tip (75PSI/250GPM)	\$479.52	\$479.52
4	FireEquip Combat Master Flow Attack Hose 2.5" x 50' Green	\$351.87	\$1,407.48

West Chester VFD Loose Equipment Breakdown

Provided by Priscilla Vann of Spartan Fire and Emergency Apparatus, Inc. August 20, 2020

These prices are inclusive of 2021 pricing and freight is included.

Qty	Description	Cost Per Unit	Quote
1	1499 Akron Brass 7/8" Smooth Bore Nozzle Tip w/1.5" Inlet	\$93.24	\$93.24
4	FireEquip Combat Master Flow Attack Hose 1.75" x 50' Blue	\$285.63	\$1,145.52
1	TEU-22.LEDTL6 Tele-Lite Honda EU2200i Generator Light	\$2,496.39	\$2,496.39
2	Grainger 2YKR5, Extension cord reel, hand operated, 120VAC, Quad receptacle on reel, 80 ft. cord	\$160.95	\$321.90
1	Tempest Variable Speed Electric PPV Fan #913-1263 Model 24-IND-VSR 3623L	\$3,016.15	\$3,016.15
1	K12FD94 Team Rescue Husqvarna K970 Rescue Saw	\$1,473.49	\$1,473.49
1	PIRA-14FD Team Rescue Piraya Dimond Blade	\$176.49	\$176.49
1	700216FD Team Rescue 14" Blazer Carbide Tip Blade	\$101.01	\$101.01
1	Sthil MS 462 CM Rescue Vent Saw WITHOUT DEPTH LIMITER	\$1,175.00	\$1,175.00
1	Sthil MS 462 CM Rescue Vent Saw WITH DEPTH LIMITER	\$1,468.76	\$1,468.76
1	Stihl Oilomatic 3/8" RDR Spare Chain	\$318.91	\$318.91
1	Stihl MS 271 Farm Boss Chain Saw	\$336.92	\$336.92
1	Stihl Oilomatic 26 RM3 Spare Chain	\$34.17	\$34.17
1	Spare Bar Oil	\$27.24	\$27.24
1	2 Gallon Metal Fuel Can	\$37.74	\$37.74
1	20lb Dry Chemical Extinguisher	\$114.33	\$114.33
1	20lb Co2 Extinguisher	\$286.38	\$286.38

West Chester VFD Loose Equipment Breakdown

Provided by Priscilla Vann of Spartan Fire and Emergency Apparatus, Inc. August 20, 2020

These prices are inclusive of 2021 pricing and freight is included.

Qty	Description	Cost Per Unit	Quote
1	2.5 Gallon Water Extinguisher	\$112.11	\$112.11
1	MSA Altair 5x Gas Monitor (O2, CO, LEL, H2S, HCN)	\$1,998.10	\$1,998.10
1	Pelican 1500 Protector Case	\$166.44	\$166.44
1	Medical Bag	\$65.49	\$65.49
1	LifePak 1000 AED	\$1,591.74	\$1,591.74
1	Medical Oxygen Bag	\$98.79	\$98.79
4	MSA G1FS-44sMA2C4LAR 4500 SCBA with 4500 PSI 30-minute cylinder and facepiece	\$6953.60	\$27,814.40
			\$90,473.07



*Chester County, South Carolina*  
*Office of the Auditor*  
*Post Office Drawer 580*  
*Chester, South Carolina 29706*

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To: Mr. Shane Stuart, County Supervisor

From: Donnie Wade, Auditor  
Thomas E. Darby, Treasurer

Subject: Millage Rates

Date: August 31, 2020

For your review, listed are the 2019 tax levies and the proposed levies for 2020.

	2019	Proposed	
	Tax Levy	2020	Increase
		Tax Levy	(Decrease)
County Operations	148.8	151.4	2.6
County Debt	19.6	18.0	(1.6)
Millage Funds	7.5	7.6	0.1
Library	6.9	6.9	0.0
York Tech	2.3	2.3	0.0
Chester Fire District	47.0	47.8	0.8
Chester Fire Bond	3.0	3.0	0.0
Lando Fire District Debt Service	7.7	7.7	0.0
Lando Fire District Operations	3.8	11.2	7.4
Richburg Fire District Operations	6.8	6.9	0.1
Richburg Fire District Debt Service	12.0	8.0	(4.0)
Lewis Fire District Operations	14.5	14.5	0.0
Fort Lawn Fire District Operations	12.3	12.3	0.0
Fort Lawn Fire District Debt Service	7.5	6.2	(1.3)

FY 2020-21 County Millage Rate Increase Limitation

County	Census Bureau Population Estimates (as of July 1)		Population Growth	Population Factor	CPI Factor	FY 2020-21 Millage Rate Increase Limitation
	2018	2019				
Abbeville County	24,587	24,527	(0.24%)	0.00%	1.81%	1.81%
Aiken County	169,449	170,872	0.84%	0.84%	1.81%	2.65%
Allendale County	8,924	8,688	(2.64%)	0.00%	1.81%	1.81%
Anderson County	200,292	202,558	1.13%	1.13%	1.81%	2.94%
Bamberg County	14,272	14,066	(1.44%)	0.00%	1.81%	1.81%
Barnwell County	21,121	20,866	(1.21%)	0.00%	1.81%	1.81%
Beaufort County	188,876	192,122	1.72%	1.72%	1.81%	3.53%
Berkeley County	221,182	227,907	3.04%	3.04%	1.81%	4.85%
Calhoun County	14,563	14,553	(0.07%)	0.00%	1.81%	1.81%
Charleston County	406,222	411,406	1.28%	1.28%	1.81%	3.09%
Cherokee County	57,069	57,300	0.40%	0.40%	1.81%	2.22%
Chester County	32,304	32,244	(0.19%)	0.00%	1.81%	1.81%
Chesterfield County	45,881	45,650	(0.50%)	0.00%	1.81%	1.81%
Clarendon County	33,742	33,745	0.01%	0.01%	1.81%	1.82%
Colleton County	37,676	37,677	0.00%	0.00%	1.81%	1.81%
Darlington County	66,759	66,618	(0.21%)	0.00%	1.81%	1.81%
Dillon County	30,612	30,479	(0.43%)	0.00%	1.81%	1.81%
Dorchester County	160,718	162,809	1.30%	1.30%	1.81%	3.11%
Edgefield County	27,132	27,260	0.47%	0.47%	1.81%	2.28%
Fairfield County	22,376	22,347	(0.13%)	0.00%	1.81%	1.81%
Florence County	138,277	138,293	0.01%	0.01%	1.81%	1.82%
Georgetown County	62,232	62,680	0.72%	0.72%	1.81%	2.53%
Greenville County	514,621	523,542	1.73%	1.73%	1.81%	3.55%
Greenwood County	70,597	70,811	0.30%	0.30%	1.81%	2.12%
Hampton County	19,348	19,222	(0.65%)	0.00%	1.81%	1.81%
Horry County	344,105	354,081	2.90%	2.90%	1.81%	4.71%
Jasper County	29,147	30,073	3.18%	3.18%	1.81%	4.99%
Kershaw County	65,802	66,551	1.14%	1.14%	1.81%	2.95%
Lancaster County	95,035	98,012	3.13%	3.13%	1.81%	4.94%
Laurens County	66,890	67,493	0.90%	0.90%	1.81%	2.71%
Lee County	17,294	16,828	(2.69%)	0.00%	1.81%	1.81%
Lexington County	294,350	298,750	1.49%	1.49%	1.81%	3.31%
Marion County	31,056	30,657	(1.28%)	0.00%	1.81%	1.81%
Marlboro County	26,392	26,118	(1.04%)	0.00%	1.81%	1.81%
McCormick County	9,408	9,463	0.58%	0.58%	1.81%	2.40%
Newberry County	38,443	38,440	(0.01%)	0.00%	1.81%	1.81%
Oconee County	78,307	79,546	1.58%	1.58%	1.81%	3.39%
Orangeburg County	87,013	86,175	(0.96%)	0.00%	1.81%	1.81%
Pickens County	125,225	126,884	1.32%	1.32%	1.81%	3.14%
Richland County	414,202	415,759	0.38%	0.38%	1.81%	2.19%
Saluda County	20,397	20,473	0.37%	0.37%	1.81%	2.18%
Spartanburg County	314,137	319,785	1.80%	1.80%	1.81%	3.61%
Sumter County	106,409	106,721	0.29%	0.29%	1.81%	2.11%
Union County	27,324	27,316	(0.03%)	0.00%	1.81%	1.81%
Williamsburg County	30,606	30,368	(0.78%)	0.00%	1.81%	1.81%
York County	273,782	280,979	2.63%	2.63%	1.81%	4.44%

Data Sources: Population as published by the U.S. Census Bureau, Population Division, March 2020; All Urban Consumer Price Index as published by the US Bureau of Labor Statistics for Calendar Year 2018 to Calendar Year 2019 in January 2020.



# South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

August 26, 2020

Mr. K. Shane Stuart  
County Supervisor  
Chester County  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706

RE: Coronavirus Emergency Supplemental Funding Program No. 1CF20005  
LE Center HVAC Disinfection System & Deputy PPE

Dear Sheriff Dorsey:

I am pleased to provide you with a grant award approved by this office in the amount of \$40,509 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed grant award within 30 days from the date of this award. The OHSJP is now offering subgrantees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential.) See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

If a subgrantee chooses to continue to provide a wet ink/original signature, this may be mailed in, or scanned and emailed to the OHSJP. Grant award documents may be sent electronically to Kayla Boston at [KaylaBoston@scdps.gov](mailto:KaylaBoston@scdps.gov) or via postal mail to the following address:

Ms. Kayla Boston, Administrative Assistant  
Office of Highway Safety and Justice Programs  
S.C. Department of Public Safety  
Post Office Box 1993  
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for programmatic progress reports are indicated within the attached special conditions.

Please contact your assigned program coordinator if you have any questions regarding this award.

Sincerely,

John Westerhold  
OHSJP Director

Enclosures

c: Captain W. David Peeples II  
Official File



SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS  
POST OFFICE BOX 1993  
BLYTHEWOOD, SOUTH CAROLINA 29016

**GRANT AWARD**

Subgrantee: Chester County Sheriff's Office  
Grant Title: LE Center HVAC Disinfection System & Deputy PPE  
Grant Period: 01/20/2020 – 12/31/2020 Date of Award: August 26, 2020  
Amount of Award: \$40,509 Grant No.: 1CF20005

In accordance with the provisions of the Coronavirus Emergency Supplemental Funding Program (CESF), CFDA No. 16.034 (Federal Grant #2020-VD-BX-0099), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized.

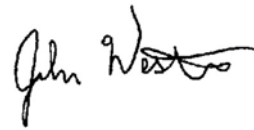
This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

**Payment of Funds:** : Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on [www.scdpsgrants.com](http://www.scdpsgrants.com) for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA



\_\_\_\_\_  
Signature of Official Authorized to Sign

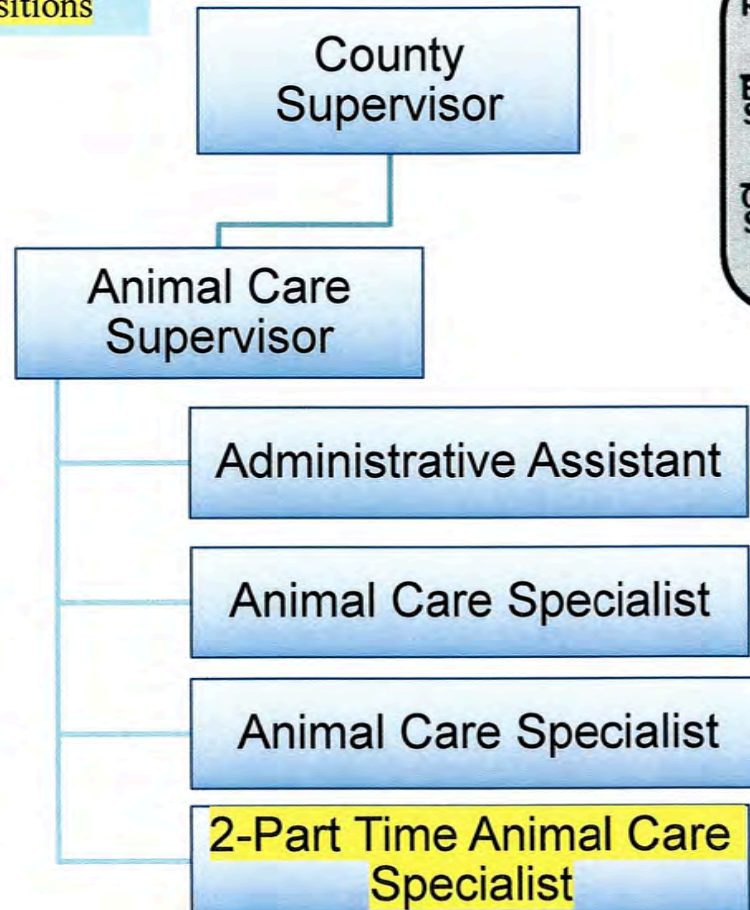
\_\_\_\_\_  
John Westerhold, OHSJP Director  
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND CONDITIONS AND ATTACHED SPECIAL CONDITIONS.


# ACE – ANIMAL CARE & ENFORCEMENT – Organizational Chart

Fiscal year 2020-2021

Change One Full Time Position  
into Two Part Time Positions

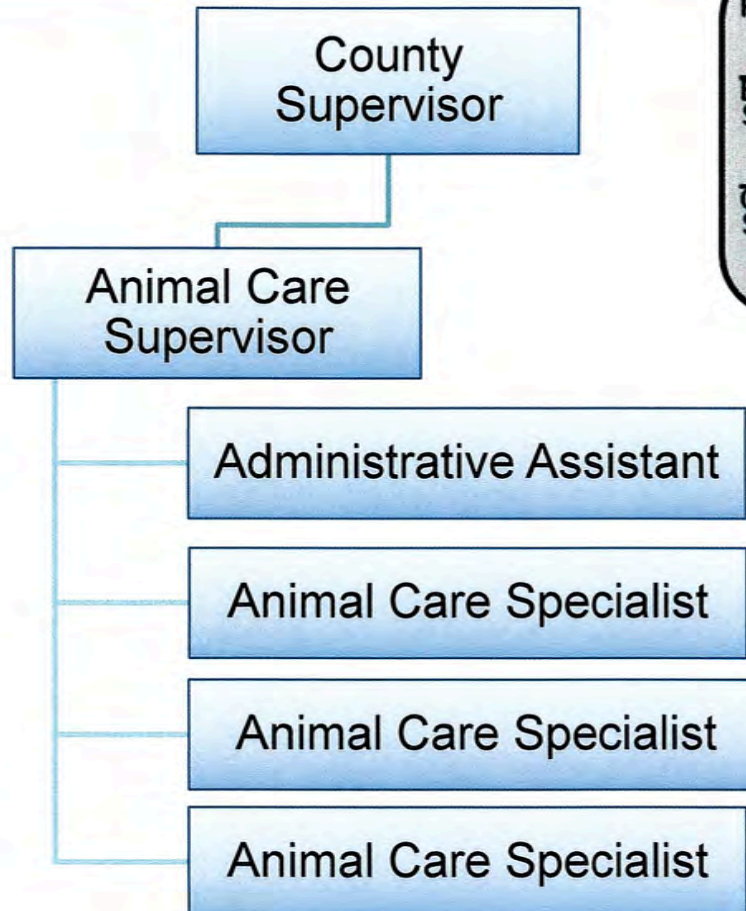


Resolution Adoption Date:
Elected Official or Department Head Signature:
Chester County Council Chairman & Supervisor:

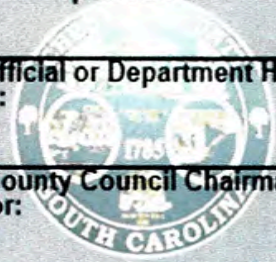


# ACE – ANIMAL CARE & ENFORCEMENT – Organizational Chart

Fiscal year 2020-2021  
No Changes



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





Application for Chester County Boards, Commissions and Councils

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.

Date: June 09, 2020

Board, Commission or Council Appointment being sought: Fort Lawn Fire Protection Commission

Name: Terrie P. Frost Occupation: Solicitor's Diversion Program Director

Street Address: 1359 Bridgewood Drive, Fort Lawn, SC 29714

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail:

Date of Birth: 08/19/55 SEX: Female

If recommended by a Council Member, indicate name:

In which Council District do you reside? Please indicate (1-6) District 2

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

CONFLICT OF INTEREST STATEMENT: I, Terrie P. Frost, 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.

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 Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals

Commissions

- Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawn Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org



Application for Chester County Boards, Commissions and Councils

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.

Date: 10/1/20

Board, Commission or Council Appointment being sought: Fort Lawn Fire Protection Commission

Name: Gloria Jean Kilban Langston Occupation: Business Owner

Street Address: 2876 Catawba Regional Rd Fort Lawn, SC 29714

Mailing Address: (if different from above) P. Box 111 Fort Lawn SC 29714

Telephone (Home): Cell:

E-Mail:

Date of Birth: 11/17/58 SEX: F

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, Gloria Jean Kilban Langston, 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.

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 Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals

Commissions

- Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawn Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

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Application for Chester County Boards, Commissions and Councils

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.

Date: June 2, 2020

Board, Commission or Council Appointment being sought: Fort Lawn Fire Protection Commission

Name: Tyler Covington Occupation: Police Officer/Firefighter

Street Address: 606 River Road, Fort Lawn, SC 29714

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail:

Date of Birth: 05/03/1995 SEX: M

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, Tyler Covington 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.

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 Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals

Commissions

- Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawn Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org



Application for Chester County Boards, Commissions and Councils

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.

Date: 06/06/2020

Board, Commission or Council Appointment being sought: Fort Lawn Fire Commission

Name: "Bud" George Elston Delgouffre Occupation: Retired

Street Address: 4035 Lankford Rd. Fort Lawn S.C. 29714

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail:

Date of Birth: 02/06/1944 SEX: Male

If recommended by a Council Member, indicate name: Shane Stewart

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, George Elston Delgouffre, 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.

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 Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals

Commissions

- Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawn Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org



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Application for Chester County Boards, Commissions and Councils

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.

Date: 06/06/2020

Board, Commission or Council Appointment being sought: Fort Lawns Fire Commission

Name: Sally Davis Occupation: Retired

Street Address: 5803 Hindmon Road, Fort Lawns, SC 29714

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail:

Date of Birth: 03 / 24 / 1952 SEX: female

If recommended by a Council Member, indicate name: Shane Stuart

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, Sally Davis, 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.

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 Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals

- Commissions
Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawns Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org

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Application for Chester County Boards, Commissions and Councils

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.

Date: June 07 2020

Board, Commission or Council Appointment being sought: Board of Directors for Ft. Lawns Fire

Name: Steve Nunn Occupation: Retired

Street Address: 932 Soogars rd.

Mailing Address: (if different from above)

Telephone (Home): N/A Cell:

E-Mail:

Date of Birth: 02 / 16 / 1955 SEX: M

If recommended by a Council Member, indicate name: Shano Steward

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

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

CONFLICT OF INTEREST STATEMENT: I, Steve Nunn, 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.

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

- Commissions
Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawns Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

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Application for Chester County Boards, Commissions and Councils

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.

Date: 6-10-2020

Board, Commission or Council Appointment being sought: Fort Lawns Fire Protection Dist.

Name: JAWADY DALE WILLIAMS Occupation: SUPERINTENDANT

Street Address: 193A CATAWBA RIVER RD, FORT LAWNS, SC 29714

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail:

Date of Birth: 2/14/73 SEX: M

If recommended by a Council Member, indicate name:

In which Council District do you reside? Please indicate (1-6) 4

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

CONFLICT OF INTEREST STATEMENT: I, DALE WILLIAMS, 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, by consenting and signing this form to be nominated you will be subject to a background check.

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 Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
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- Commissions
Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawns Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org

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Application for Chester County Boards, Commissions and Councils

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.

Date: 7-29-2020

Board, Commission or Council Appointment being sought: Fort Lawns Fire District Board

Name: Richard A Hulse Occupation: Retired

Street Address: 837 Huntington Drive - Fort Lawns SC. 29714

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail:

Date of Birth: 07/14/48 SEX: Male

If recommended by a Council Member, indicate name:

In which Council District do you reside? Please indicate (1-6) 01

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

CONFLICT OF INTEREST STATEMENT: I, Richard Hulse, 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. By consenting and signing this form to be nominated you will be subject to a background check.

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 Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals

- Commissions
Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawns Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org