



# Chester County Council Meeting

R. Carlisle Roddey Government Building  
1476 J A Cochran Bypass | Chester, SC 29706  
Monday, March 17, 2025 | 6:00 PM

## AGENDA

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

### 3. APPROVAL OF MINUTES

- a) March 3, 2025 Council Meeting Minutes
- b) March 10, 2025 Special Called Meeting/Council Workshop Minutes

### 4. CITIZEN'S COMMENTS

### 5. PUBLIC HEARING

### 6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 1<sup>st</sup> Reading Ordinance 2025-10 To amend Chapter 2 – Article VI- Boards, Commissions and Districts, Division 1. Generally- Boards and Commissions appointed by Council; residency; vacancy; quorum; compensation– Section 2-266, and personnel handbook- Section 2-267, of the Code of Ordinances of the County of Chester, South Carolina, to provide for revisions to the operation of Boards and Commissions; provide for the change of ordinance numbering for section 2-267; and to provide for other related matters.
- b) 2<sup>nd</sup> Reading of Ordinance 2025-9  
Providing for the imposition of fees for services provided by the county inside municipal limits; acknowledging the municipality's consent to provide such services; invoking the pending ordinance doctrine; and other related matters.
- c) Resolution 2025-8 Creating the 2025-2026 Capital Projects Sales and Use Tax Commission ("commission"); and providing for other related matters.

### 7. ADMINISTRATOR'S REPORT

## 8. CONSENT AGENDA

a) 2<sup>nd</sup> Reading of Ordinance 2025-8

Providing for an amendment to Ordinance No. 2021-18, which provided for the use of excess funding for “projects” and/or “capital projects” as provided for under Ordinance No. 2019-5; and providing for other related matters.

b) 3<sup>rd</sup> Reading of Ordinance 2025-3

An ordinance authorizing the execution and delivery of a fee in lieu of tax and special source revenue credit agreement by and between Chester County and Project P2285; providing for a fee in lieu of ad valorem taxes incentive; providing for a special source revenue credit; creating or modifying a joint county industrial and business park agreement between Chester County and York County so as to establish or enlarge the park; and other related matters.

c) 2<sup>nd</sup> Reading of CCMA25-01 Mary Sims request Tax Map #081-00-00-013-000 located at 1525 Columbia Road, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Residential District (RG-2). The Planning Commission voted 6-0 to approve.

d) 3<sup>rd</sup> Reading of CCTA25-01 Chester County Zoning Ordinance – Text Amendments  
Chapter 2 § 2-101 District Purposes

Change Text: “A planned development district ~~may be predominately residential or predominantly commercial or industrial~~ must include a proportionate mix of residential and commercial or industrial uses and may be proposed for any area. A planned development district must contain more than one type or density of residential unit.”

e) 3<sup>rd</sup> Reading of CCTA25-02 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-129 PD Planned Development District Regulations

Change Text: “Planned Development districts ~~may permit~~ shall consist of a mixture of different types of housing with compatible commercial uses, shopping centers, office parks, and other mixed-use development.”

f) 3<sup>rd</sup> Reading of CCTA25-03 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-110 RS-1- Single Family Residential District Regulations

Add New Text: “Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.”

g) 3<sup>rd</sup> Reading of CCTA25-04 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-112 – RG-1 Multi-Family Residential District Regulations

Add New Text: “Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction

begins, the zoning shall revert to the previous zoning.”

- h) 3<sup>rd</sup> Reading of CCTA25-05 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-114 – RG -2 - General Residential District Regulations

Add New Text: “Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.”

- i) 3<sup>rd</sup> Reading of CCTA25-06 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-116 – LC – Limited Commercial District Regulations

Add New Text: “Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.”

## **9. OLD BUSINESS**

## **10. NEW BUSINESS**

- a) Chester County War Memorial Building 75<sup>th</sup> Anniversary Modifications Update  
*Major General Hamp McManus, US Army (Retired)*
- b) From CCTC:  
1. Approval of 2025 Road Selection Change using One-Time C-Funds for District 2

## **11. BOARDS AND COMMISSIONS**

- a) Carolina Community Actions Board of Directors Information  
*Kristie Donaldson, Clerk to Council*
- b) Carolina Community Actions Board of Directors Appointment
- c) Richburg Fire Protection District Appointment (Town of Richburg)  
*Councilman John Agee, District 1*
- d) Richburg Fire Protection District Appointment (District 1)  
*Councilman John Agee, District 1*
- e) Zoning Board of Appeals Appointment  
*Councilman Bobby Raines, District 3*
- f) I-77 Alliance Board of Directors Appointment (Council Member)

## 12. EXECUTIVE SESSION

- a) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2515
- b) Discussion of negotiations incident to proposed contractual arrangements pertaining to the County's Tourism Department

## 13. ACTIONS FOLLOWING EXECUTIVE SESSION

- a) Action taken regarding Project P2515
- b) Action taken regarding the County's Tourism Department

## 14. COUNCIL COMMENTS

## 15. 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.*

| Guidelines for Addressing Council                                                                                                                                                                                                                                                   |                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Citizens Comments:</b><br>Each citizen will be limited to three minutes.                                                                                                                                                                                                         | <b>Public Hearings:</b><br>Each speaker will be limited to three minutes.                                                                                                                |
| <b>When introduced:</b><br>Approach the podium, state your name and address.<br>Speak loudly and clearly, making sure that the microphone is not obstructed.<br>Do not address the audience – direct all comments to Council.<br>Do not approach the Council table unless directed. | <b>Anyone addressing Council will be called out of order if you:</b><br>Use profanity.<br>Stray from the subject.<br>Make comments personally attacking an individual member of Council. |



# Chester County Council Meeting

R. Carlisle Roddey Government Building  
1476 J A Cochran Bypass | Chester, SC 29706  
Monday, March 3, 2025 | 6:00 PM

## MINUTES

Present: Chairman Pete Wilson, Vice Chair Erin Mosley, Councilman William Killian, Councilman Bobby Raines, Councilman Mike Vaughn (virtual), Councilman Corey Guy, Councilman John Agee, County Administrator Brian Hester, County Attorney Nicole Workman, Clerk to Council Kristie Donaldson

### 1. CALL TO ORDER

*Chairman Wilson called the meeting to order 6:02pm and declared a quorum of Council present and stated that Councilman Vaughn was joining via zoom.*

### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

*The allegiance was recited and invocation given by Councilman Guy.*

*Chairman Wilson stated there would need to be an amendment to the agenda with the removal of item number 6F, Resolution 2025-7 Authorizing the Transfer of Ownership of K-9 Deputy Reba to the York County Sheriff's Office. Vice Chair Mosley motioned to remove item 6F, seconded by Councilman Guy. Vote 7-0 to remove.*

### 3. APPROVAL OF MINUTES

a) February 18, 2025 Council Meeting Minutes

*Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*

### 4. CITIZEN'S COMMENTS

*Andrew Martin, 1760 Pinckney Road of Chester stated that he has been a member of the West Chester Fire Department for 51 years and served on the Rural Fire Commission. He addressed the Council concerning potential changes to the funding for the ten fire departments currently under the Rural Fire Commission. Robin Dodson, 3631 Hernandez Road expressed support for the proposed zoning changes, particularly the changes to the planned development and sewer requirements. She emphasized the need for high standards for high-density development and increasing development fees to offset infrastructure costs. Ms. Dodson also noted the recent state law change, increasing the time for dispensation of impact fees from 3 to 7 years, which she believes will be beneficial for the county.*

### 5. PUBLIC HEARING

*Chairman Wilson opened the Public Hearing and stated that no speakers signed in to speak. Chairman Wilson asked if anyone in the audience would like to speak. No speakers arose. Chairman Wilson closed the Public Hearing for Ordinance 2025-6.*

a) Ordinance 2025-6 An ordinance to dissolve the Chester County Rural Fire Board; to create the Chester County Fire Service Board; to provide for the governance; to create the purpose and implementation; to define the authority and scope; and other related matters.

### 6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 1<sup>st</sup> Reading of Ordinance 2025-9 (Title Only)  
 Providing for the imposition of fees for services provided by the county inside municipal limits; acknowledging the municipality's consent to provide such services; invoking the pending ordinance doctrine; and other related matters.  
*Vice Chair Mosley motioned to approve, seconded by Councilman Guy. Vote 7-0 to approve.*
- b) 1<sup>st</sup> Reading of Ordinance 2025-8  
 Providing for an amendment to Ordinance No. 2021-18, which provided for the use of excess funding for "projects" and/or "capital projects" as provided for under Ordinance No. 2019-5; and providing for other related matters.  
*Councilman Vaughn motioned to approve, seconded by Vice Chair Mosley. Vote 7-0 to approve.*
- c) Approval of bid for the Great Falls Visitor Center to J.M. Cope, Inc. of Rock Hill, SC in the amount of \$2,624,000  
*Councilman Vaughn motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*
- d) 2<sup>nd</sup> Reading of Ordinance 2025-7  
 Approving the execution and delivery of a development agreement between the County and Vista Resources, LLC; and providing for other related matters.  
*Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*
- e) 3<sup>rd</sup> Reading of Ordinance 2025-6  
 An ordinance to dissolve the Chester County Rural Fire Board; to create the Chester County Fire Service Board; to provide for the governance; to create the purpose and implementation; to define the authority and scope; and other related matters.  
*Councilman Guy motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*
- ~~f) Resolution 2025-7 Authorizing the transfer of ownership of K-9 Deputy Reba to York County Sheriff's Office.~~

## **7. ADMINISTRATOR'S REPORT**

*County Administrator Brian Hester announced that the new Recycling Coordinator, Randall Marsh, had been hired. He stated that Mr. Marsh had experience in law enforcement and public service in Chester County. Administrator Hester also reported that the transfer station work had been completed, though there were some initial issues due to the cold weather that the contractor covered. Mr. Hester also informed the council that the county was entering the budget process, with budget meetings with elected officials and department directors scheduled to begin the following week. He expected the first reading of the budget to occur at the first meeting in May. Additionally, Administrator Hester noted that the first welcome sign for Chester County had been installed on Highway 9, with more to be installed in the next week. He also reminded the council of the special called meeting/workshop scheduled for March 10 to go over subdivision ordinances.*

## **8. OLD BUSINESS**

- a) 2<sup>nd</sup> Reading of CCMA24-17 Vista Resources, LLC request Tax Map #079-01-17-018-000 (+/- 1.47 acres) located at 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Planned Development (PD). The Planning Commission voted 4-1 to approve.  
*Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 7-0 to approve.*
- b) 2<sup>nd</sup> Reading of CCMA24-18 Vista Resources, LLC request Tax Map #079-01-17-013-000 (+/- 32.24 acres) located behind 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned

from Multi-Family Residential District / Rural Two District (RG-1 & R2) to Planned Development (PD). The Planning Commission voted 4-1 to approve.

*Vice Chair Mosley motioned to approve, seconded by Councilman Guy. Vote 7-0 to approve.*

- c) 2<sup>nd</sup> Reading of CCMA24-19 Vista Resources, LLC request Tax Map #078-01-01-034-000 (+/- 11.38 acres) located behind 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from General Residential District / Multi-Family Residential District (RG-2 & RG-1) to Planned Development (PD). The Planning Commission voted 4-1 to approve.

*Councilman Raines motioned to approve, seconded by Councilman Guy. Vote 7-0 to approve.*

- d) From CCTC:

1. Approval of Roads to be Paved for 2025 using One-Time C-Funds

*Councilman Vaughn motioned to approve the Option B roads to be paved, seconded by*

*Councilman Raines. Vote 7-0 to approve.*

## 9. NEW BUSINESS

- a) Approval of a contract with Samsara, Inc. for connected fleet management

*IT Director David Schuelke presented information to the council regarding a contract with Samsara for connected fleet management services. He explained that the subscription would cost \$21,788.35 per year, with an initial prorated fee of \$5,603 for the current budget year. Mr. Schuelke stated that the Samsara telematics service would provide real-time vehicle diagnostics, driver behavior monitoring, fuel usage optimization, and predictive maintenance insights. He also mentioned that the service would integrate AI-powered dash cams, particularly for EMS vehicles, to enhance safety monitoring and automate compliance reporting.*

*Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*

- b) 1<sup>st</sup> Reading of CCMA25-01 Mary Sims request Tax Map #081-00-00-013-000 located at 1525 Columbia Road, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Residential District (RG-2). The Planning Commission voted 6-0 to approve.

*Councilman Raines motioned to approve, seconded by Councilman Guy. Vote 7-0 to approve.*

- c) 1<sup>st</sup> Reading of CCTA25-01 Chester County Zoning Ordinance – Text Amendments  
Chapter 2 § 2-101 District Purposes

Change Text: “A planned development district ~~may be predominately residential or predominantly commercial or industrial~~ **must include a proportionate mix of residential and commercial or industrial uses** and may be proposed for any area. **A planned development district must contain more than one type or density of residential unit.**”

*Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*

- d) 1<sup>st</sup> Reading of CCTA25-02 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-129 PD Planned Development District Regulations

Change Text: “Planned Development districts ~~may permit~~ **shall consist of** a mixture of different types of housing with compatible commercial uses, shopping centers, office parks, and other mixed-use development.”

*Councilman Vaughn motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*

- e) 1<sup>st</sup> Reading of CCTA25-03 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-110 RS-1- Single Family Residential District Regulations

Add New Text: **“Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction**

begins, the zoning shall revert to the previous zoning.”

*Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 7-0 to approve.*

- f) 1<sup>st</sup> Reading of CCTA25-04 Chester County Zoning Ordinance – Text Amendments

Chapter 4 § 4-112 – RG-1 Multi-Family Residential District Regulations

Add New Text: “Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.”

*Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 7-0 to approve.*

- g) 1<sup>st</sup> Reading of CCTA25-05 Chester County Zoning Ordinance – Text Amendments

Chapter 4 § 4-114 – RG -2 - General Residential District Regulations

Add New Text: “Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.”

*Councilman Guy motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*

- h) 1<sup>st</sup> Reading of CCTA25-06 Chester County Zoning Ordinance – Text Amendments

Chapter 4 § 4-116 – LC – Limited Commercial District Regulations

Add New Text: “Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.”

*Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 7-0 to approve.*

## **10. BOARDS AND COMMISSIONS**

- a) Radio Users Advisory Committee Re-appointment representing E-911

*Vice Chair Mosley motioned to reappoint Mr. Doug McMurray, seconded by Councilman Agee. Vote 7-0 to reappoint.*

- b) Radio Users Advisory Committee Re-appointment representing the Fire Chief's Association

*Vice Chair Mosley motioned to reappoint Mr. T. Melton, seconded by Councilman Raines. Vote 7-0 to reappoint.*

- c) Richburg Fire Protection District Re-appointment

*Councilman John Agee, District 1*

*Councilman Agee motioned to postpone this appointment to the next meeting, seconded by Vice Chair Mosley. Vote 7-0 to postpone.*

- d) Board of Assessment Appeals Appointment

*Councilman Bobby Raines, District 3*

*Councilman Raines motioned to appoint Mr. Bruce Truesdale, seconded by Vice Chair Mosley. Vote 7-0 to appoint.*

- e) Chester County Library Board Appointment

*Councilman Mike Vaughn, District 2*

*Councilman Vaughn motioned to appoint Mr. David McKeown, seconded by Vice Chair Mosley. Vote 7-0 to appoint.*

## 11. EXECUTIVE SESSION

*Vice Chair Mosley motioned to enter executive session, seconded by Councilman Raines. Vote 7-0 enter.*

- a) Discussion of matters relating to the proposed location or expansion of industries:
  - 1. Project P2480
  - 2. Project P2492
  - 3. Project P2493
  - 4. Project P2501
  
- b) Receipt of legal advice regarding a capital project sales tax commission and referendum

## 12. ACTIONS FOLLOWING EXECUTIVE SESSION

*Councilman Raines motioned to return to regular session, seconded by Vice Chair Mosley. Vote 7-0 to return.*

*Chairman Wilson stated that all executive session items were taken as information only.*

- a) Action taken regarding:
  - 1. Project P2480
  - 2. Project P2492
  - 3. Project P2493
  - 4. Project P2501
  
- b) Action taken regarding capital project sales tax commission and referendum

## 13. COUNCIL COMMENTS

*Councilman Guy stated that the new welcome sign at Tom Mangum Bridge looks really good.*

*Chairman Wilson thanked Clerk to Council Kristie Donaldson, Mr. Hester and Mrs. Workman, and the whole county staff for all the work put into the agendas.*

## 14. ADJOURN

*Vice Chair Mosley motioned to adjourn, seconded by Councilman Raines. Vote 7-0 to adjourn.*

***Time of adjournment: 8:37pm***

**Kristie Donaldson**  
**Clerk to County Council**

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

| Guidelines for Addressing Council                                                                                                                                                                                                                                                   |                                                                                                                                                                                          |
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| <b>When introduced:</b><br>Approach the podium, state your name and address.<br>Speak loudly and clearly, making sure that the microphone is not obstructed.<br>Do not address the audience – direct all comments to Council.<br>Do not approach the Council table unless directed. | <b>Anyone addressing Council will be called out of order if you:</b><br>Use profanity.<br>Stray from the subject.<br>Make comments personally attacking an individual member of Council. |



# Chester County Council Special Called Meeting and Comprehensive Plan Workshop

R. Carlisle Roddey Government Building  
1476 J A Cochran Bypass | Chester, SC 29706  
Monday, March 10, 2025 | 3:00 PM

## MINUTES

Present: Chairman Pete Wilson, Vice Chair Erin Mosley, Councilman Bobby Raines, Councilman John Agee, Councilman William Killian (3:15pm arrival), County Administrator Brian Hester, Clerk to Council Kristie Donaldson

Absent: Councilman Mike Vaughn, Councilman Corey Guy (4pm arrival, did not vote)

### 1. Call to Order

*Chairman Wilson called the meeting to order at 3:02pm and declared a quorum present.*

### 2. New Business

- a) 2<sup>nd</sup> Reading of CCTA25-01 Chester County Zoning Ordinance – Text Amendments  
Chapter 2 § 2-101 District Purposes  
Change Text: “A planned development district ~~may be predominately residential or predominantly commercial or industrial~~ **must include a proportionate mix of residential and commercial or industrial uses** and may be proposed for any area. **A planned development district must contain more than one type or density of residential unit.**”  
*Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 4-0 to approve.*
- b) 2<sup>nd</sup> Reading of CCTA25-02 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-129 PD Planned Development District Regulations  
Change Text: “Planned Development districts ~~may permit~~ **shall consist of** a mixture of different types of housing with compatible commercial uses, shopping centers, office parks, and other mixed-use development.”  
*Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 4-0 to approve.*
- c) 2<sup>nd</sup> Reading of CCTA25-03 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-110 RS-1- Single Family Residential District Regulations  
Add New Text: **“Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.”**  
*Councilman Raines motioned to approve, seconded by Councilman Agee. Vote 4-0 to approve.*
- d) 2<sup>nd</sup> Reading of CCTA25-04 Chester County Zoning Ordinance – Text Amendments  
Chapter 4 § 4-112 – RG-1 Multi-Family Residential District Regulations

Add New Text: "Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning."

*Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 4-0 to approve.*

- e) 2<sup>nd</sup> Reading of CCTA25-05 Chester County Zoning Ordinance – Text Amendments Chapter 4 § 4-114 – RG -2 - General Residential District Regulations

Add New Text: "Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning."

*Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 4-0 to approve.*

- f) 2<sup>nd</sup> Reading of CCTA25-06 Chester County Zoning Ordinance – Text Amendments Chapter 4 § 4-116 – LC – Limited Commercial District Regulations

Add New Text: "Utility Capacity: The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning."

*Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 4-0 to approve.*

### **3. Presentation and Discussion of Draft Subdivision Codes**

*Jeremy Ward, Planning and Development Director*

*Planning and Development Director Jeremy Ward presented an overview of the new proposed codes and explained that he recommended classifying subdivisions into five categories to regulate each one individually based on the level of impact they would have on the county and the services they would need to provide to residents. The categories were individual subdivisions, minor subdivisions (2-5 lots), medium subdivisions, major subdivisions, and mega subdivisions (over 200 units). Director Ward outlined the review process for each type of subdivision. He noted that compared to the past, subdivisions would no longer require rezoning, so they would not be coming before the County Council for approval of their plans or architectural requirements. Instead, Director Ward recommended that the requirements would be laid out upfront, and the plans would be reviewed by the Planning Commission to ensure they conform to the established standards. Councilman Agee asked about assignability for new Planned Developments. Mr. Ward also recommended instituting a waiting period for adjacent back-to-back subdivisions, to prevent developers from avoiding subdivision requirements by submitting applications in a piecemeal fashion. Director Ward discussed the pros and cons of allowing gravel streets in minor subdivisions (2-5 lots). He explained that currently, the code allows for shared gravel driveways or streets if the homes are owned by members of the same family. Administrator Hester raised concerns about the maintenance of gravel roads, noting that the county often ends up having to*

*maintain them even when they are supposed to be private. He urged the council to carefully consider the long-term implications. The council agreed that gravel streets should continue to be allowed for family subdivisions, but they expressed concerns about the maintenance issues and wanted to ensure there were clear requirements around shared maintenance agreements. Councilman Raines recommended that minimum areas be included for outdoor amenities and recommended clarifying if unusable space could be counted as open space. Chairman Wilson suggested a chart of all items that could be submitted for a variance. Director Ward also covered infrastructure and design standards for subdivisions, and further specification on usage of land within the proposed waterway buffer was discussed. Chairman Wilson suggested modifying the chart to require two out of three architectural elements for medium and major subdivisions, rather than just one, to emphasize the need for unique looks between neighborhoods. Councilman Raines and Vice Chair Mosley discussed the front porch requirement and asked to increase the required total to 40% from 25%. Vice Chair Mosley stated that it was important to have housing options for all ages, and Councilman Killian stated that a neighborhood tour may be helpful.*

#### **4. Council Comments**

*Councilman Agee stated that Mr. Billy Beard, a retired USDA government employee and dedicated firefighter at Lando Fire Department, passed away last night. He asked that his family be kept in prayer.*

#### **5. Adjourn**

*Vice Chair Mosley motioned to adjourn, seconded by Councilman Killian. Vote 5-0 to adjourn.*

*Time of adjournment: 4:32pm*

*Kristie Donaldson*

*Clerk to County Council*

**CHESTER COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. 2025-10**

**TO AMEND CHAPTER 2 – ARTICLE VI- BOARDS, COMMISSIONS AND DISTRICTS, DIVISION 1. GENERALLY- SECTION 2-266- BOARDS AND COMMISSIONS APPOINTED BY COUNCIL; RESIDENCY; VACANCY; QUORUM; COMPENSATION, AND SECTION 2-267- PERSONNEL HANDBOOK, OF THE CODE OF ORDINANCES OF CHESTER COUNTY, SOUTH CAROLINA; TO PROVIDE FOR REVISIONS TO THE MEMBERSHIP AND OPERATION OF BOARDS AND COMMISSIONS; TO AMEND THE ORDINANCE NUMBERING FOR SECTION 2-267; AND TO PROVIDE FOR OTHER RELATED MATTERS.**

**WHEREAS**, the County, by and through its County Council, is authorized and empowered to provide for the County’s internal operation according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975, including section 4-9-10, *et seq.* of the Code of Laws of South Carolina 1976, as amended;

**WHEREAS**, the County previously enacted Chapter 2, Article VI, Section 2-266 of the Code of Ordinances of the County of Chester, South Carolina (“County Code”), which provides for a general description of matters related to Boards and Commissions;

**WHEREAS**, the County also previously enacted Chapter 2, Article VI, Section 2-267 of the County Code, titled “Personnel handbook,” which does not apply to Boards, Commissions, and Districts, but rather should be listed under Article V- Departments as the Personnel handbook is relative to county employees; and

**WHEREAS**, the County Council desires to provide revisions to Section 2-266 to clarify certain aspects and requirements of Boards and Commissions, and relocate Section 2-267.

**NOW, THEREFORE**, the Council ordains that Chapter 2, Article VI, Section 2-266 and amending of the County Code, be and is hereby amended, as and if amended, as noted between the “\*” by removing all those matters showing a strikethrough in the text and adding all those matters showing an underline in the text as follows:

\*\*\*\*\*

**CHAPTER 2- ADMINISTRATION**

**ARTICLE V.- DEPARTMENTS**

**Sec. 2-237. 2-270. Personnel Handbook.**

Personnel regulations established by the county supervisor and approved by the county council shall be published in a personnel handbook and made available to each employee of the county.

**Secs. 2-238-2-265.- Reserved.**

## **ARTICLE VI. BOARDS, COMMISSIONS AND DISTRICTS**

### **DIVISION 1.- GENERALLY**

**Sec. 2-266. ~~Boards and commissions appointed by Council; residency; vacancy; quorum; compensation.~~ Notice; Membership, terms.**

- ~~(a) Pursuant to S.C. Code 1976, § 4-9-170, the County Council shall provide by ordinance for the appointment of all county boards, committees and commissions except those whose appointment is provided for by general law or the Constitution, school districts, and special purpose districts created by the general assembly. All members of boards and commissions shall serve until their successors are appointed and qualify.~~
- ~~(b) A member of a county board or commission appointed to serve from a council district must be a resident of that district during the entire term of service. A member who moves residence from the district from which appointed, or from the county, automatically vacates the position. A member of a board or commission appointed by the county council may be removed by majority vote of the council. A vacancy shall be filled for the unexpired term in the same manner as the original appointment.~~
- ~~(c) Unless otherwise specifically provided, a majority of the members serving on a board or commission shall constitute a quorum for the conduct of business.~~
- ~~(d) Unless otherwise specifically provided, members of a board or commission shall receive such compensation and reimbursement for expenses as the county council may provide by budget ordinance.~~

All existing boards, commissions, committees and councils created under the authority of S.C. Code 1976 § 4-9-30, as amended, and any future boards, commissions, committees and councils created under such authority, except those whose appointment is provided for by general law or the Constitution, school districts, and special purpose districts created by the general assembly or otherwise specifically enumerated different procedures and terms of membership, shall adhere to the following procedures and terms of membership:

Notice. Notice of open positions on boards and commissions will be posted on the county website. If there is a requirement that the member reside in a particular district, the district will be specified on the posting.

#### Membership.

- (1) All boards, commissions, committees, and councils, except those specifically denoted otherwise, will hereunder be referred to as advisory boards and committees, to better reflect their advisory nature.
- (2) All candidates for appointment to any advisory board, commission or committee created hereunder shall be required to furnish certain background information on a form approved by the County Attorney and the County Administrator. The form shall include the following information:
  - a. Name, address and telephone number;

- b. Educational background;
- c. Employment history;
- d. A statement whether the applicant has been convicted of any crime other than minor traffic violations;
- e. Any potential conflicts that may arise with the position; and
- f. Any additional information the candidate wishes to supply indicating his or her fitness and qualification for the position.

All appointees holding a position as of the effective date of the ordinance from which this article is derived shall also be required to supply the aforementioned information.

- (3) As of March 17, 2025, each applicable advisory board or committee created under the aforementioned authority shall have seven members, with one appointment per council district. Except where otherwise expressly provided by county ordinance or state law, all such appointees must reside in the district during the entire term of service. Other boards and committees may have such members as indicated by separate ordinance or state law. Prior to the implementation of the seven-member council on March 17, 2025, all existing boards and committees created under the aforementioned authority will function as created, unless state law requires additional members. If advisory boards and commissions require additional members, at-large appointments will be made with the approval of council and will serve December 31, 2025, or until new appointments are made as soon thereafter as possible.
- (4) A member who moves residence from the district from which appointed, or from the county, the member automatically vacates the position. A vacancy shall be filled for an unexpired term in the same manner as the original appointment.
- (5) All existing and future appointments will serve at the pleasure of the council, except where specified otherwise in this Code or state law.
- (6) County employees may not serve on a county advisory board or committee, unless otherwise stated in an ordinance or state law.
- (7) Unless otherwise specifically provided, members of a board or commission shall receive such compensation and reimbursement for expenses as the county council may provide by budget ordinance.

~~Sec. 2-267.- Personnel Handbook-~~ Accountability of all boards, commissions, committee and agencies.

~~Personnel regulations established by the county supervisor and approved by the county council shall be published in a personnel handbook and made available to each employee of the county.~~

- (1) Meetings and public hearings.
  - a. Boards and commissions shall meet at regular intervals, but not less frequently than once each calendar quarter.
  - b. A schedule of meetings for the calendar year shall be provided to the clerk to council in January.
  - c. All meetings shall be in a place accessible and open to the general public. Boards and commissions of county government shall hold meetings in public facilities.
  - d. Meetings and actions of all advisory boards, commissions, committees and agencies shall be governed by the requirements of the South Carolina Freedom of Information Act (S.C. Code of Laws, §30-3-10 to §30-5-50).
  - e. All meetings shall be advertised as a minimum with a notice posted on the bulletin board in the county building at least twenty-four (24) hours prior to the scheduled meeting.

- f. All advisory board and commission meetings at which public hearings are to be conducted must be advertised at least once in a newspaper of general circulation in Chester County fifteen (15) days prior to the date scheduled for the public hearing in addition to the normal meeting notice.

(2) Minutes.

- a. Minutes and other official records of all meetings and actions shall be kept.
- b. Copies of minutes and other official records of all meetings, duly signed by the appropriate officer, shall be forwarded to the clerk to council within fifteen (15) days after each meeting.

Sec. 2-268. Attendance, officers, quorum, procedures and other matters.

- (1) Attendance. Members are expected to attend meetings of advisory boards and commissions to which they have been appointed. An attendance roster, including the names of the members who attended and who did not attend, shall be included in the minutes of each meeting.
- (2) Absences. A member who is absent from four (4) consecutive meetings without valid reason, such as illness or pressing personal commitments, shall be considered a voluntary resignation by the member. The secretary of the board or commission shall notify the clerk to council of resignations due to absence from the meetings and other resignation and vacancies within thirty (30) days of the effective date thereof. Any member may also be removed or replaced at will by the appointing council member.
- (3) Officers. Each board or committee shall elect a chairperson, a vice-chairperson, and a secretary. Each newly elected chairperson shall immediately attend a training session regarding the procedures for proper governance. Additionally, the entire board or committee shall participate in an informative meeting detailing the function and duties of such board or committee.
- (4) Quorum. In order for a board or committee to conduct business, a majority of serving members shall be present, unless otherwise specifically stated.
- (5) Reports and Recommendations. Each board or committee shall make recommendations in its area of expertise to council. Recommendations may be submitted either in writing or be formally presented at a council meeting by the chairperson or a designated member. No recommendations of any board or committee shall become effective unless or until approved or enacted by council.

Sec. 2-269. - Administrative and enforcement provisions.

(a) Repeal of inconsistent laws. All local statutes, ordinances, laws and resolutions in conflict with this division [section 2-266 et seq.] are hereby repealed or amended to the extent of such conflict.

(b) Additional regulations. Separate ordinances specifically governing each commission shall be prepared and enacted to set forth the duties and responsibilities assigned.

Secs. 2-270-2-297. Reserved.

\*\*\*\*\*

**Repealer.** Each ordinance, resolution, regulation, order, or other directive of the County, and each part of the same, in conflict with this Ordinance, is, to the extent of that conflict, repealed, and replaced by this Ordinance.

**Codification.** The County shall codify the contents of this Ordinance in Chapter 2, Article V and VI of the County Code as Sections 2-237 and 2-266 through 2-269, or as otherwise appropriately numbered, online

as soon as practicable and in print as part of the County's next, regular, re-codification.

**Rights Reserved to County.** This Ordinance does not vest any rests in any person or entity, and the County reserves the right to repeal or amend this Ordinance and other portions of the County Code, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate.

**Savings Clause.** Nothing in this Ordinance abrogates, diminishes, or otherwise alters any matter that arose under Chapter 2, Article V and VI of the County Code as Sections 2-237 and 2-266 through 2-269 of the County Code then-existing prior to the enactment of this Ordinance and any matter that so arose shall be administered according to such provisions as they existed prior to the enactment of this Ordinance.

**Severability.** If any part of this Ordinances is unenforceable for any reason, then the remainder of this Ordinance remains in full force and effect.

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**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Pete Wilson  
Chairman, County Council

[SEAL]

Attest:

\_\_\_\_\_  
Kristie Donaldson  
Clerk to County Council

|                 |                |
|-----------------|----------------|
| First Reading:  | March 17, 2025 |
| Second Reading: | April 7, 2025  |
| Public Hearing: | April 21, 2025 |
| Third Reading:  | April 21, 2025 |

## CHESTER COUNTY, SOUTH CAROLINA

### ORDINANCE NO. 2025-9

#### **PROVIDING FOR THE IMPOSITION OF FEES FOR SERVICES PROVIDED BY THE COUNTY INSIDE MUNICIPAL LIMITS; ACKNOWLEDGING THE MUNICIPALITY'S CONSENT TO PROVIDE SUCH SERVICES; INVOKING THE PENDING ORDINANCE DOCTRINE; AND OTHER RELATED MATTERS.**

WHEREAS, the Chester County Council ("County Council"), as the governing body of Chester County, South Carolina ("County") finds and determines:

- (a) the County is a political subdivision of the State of South Carolina ("State");
- (b) each of the five municipalities, which is inside the jurisdictional limits of the County, is an incorporated municipality and body corporate and politic created and existing under the laws of the State (each, a "Town");
- (c) the County, by and through its County Council, is authorized and empowered to provide for the County's operations according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975, including section 4-9-10, *et seq.* of the Code of Laws of South Carolina 1976, as amended;
- (d) the South Carolina Constitution, Article VIII, Section 13, provides that the County may provide for any function and exercise of powers and the sharing of the costs within an incorporated municipality;
- (e) the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning;
- (f) assurance to a developer regarding compliance with applicable laws and policies, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services;
- (g) because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public;
- (h) numerous public benefits exist from certain and consistent development process, which, may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements;
- (i) it is the intent of the County Council to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development;
- (j) the County currently exercises all powers available to the County as a political subdivision of the State and provides various services, including, for example, but not limited to, for public health, social services, public safety, planning, zoning, and land use regulations (collectively, and intending to encompass all services legally available to be provided by a political subdivision, but without requiring the County to provide such services, collectively, "Services"), in all unincorporated areas of the County and, by express or implied consent of each Town and by express or implied contractual relationship,

within each Town to the same extent and in the same manner that the Town would be lawfully permitted to provide Services under State law as an incorporated municipality;

- (k) when a Town annexes area into the municipal limits of that Town (each, an “Annexed Area”), the County, by express or implied consent, then becomes responsible for providing Services in the Annexed Area as and to the same extent the County was already providing Services in the pre-annexation (existing) municipal limits;
- (l) providing Services to a residential property costs the County more than the direct tax benefit received by the County from the *ad valorem* property taxes received from that same residential parcel;
- (m) this burden is even more so evident with new residential development for which the net cost burden is borne by the County’s existing taxpayers prior to the arrival of any new taxpayers to offset any portion of that burden, such that the existing taxpayers receive no additional benefit but pay for the entire costs for providing Services to the new residential development but the future, new taxpayers receive a disproportionately high benefit but pay a disproportionately low cost;
- (n) this burden is even more so evident when a Town places the new residential development area into an Annexed Area but does not recoup and remit to the County the costs associated with Services the County provides;
- (o) the County provides, and desires to continue to provide, support through the provision of Services to each Town;
- (p) the County, however, cannot continue to provide Services in an Annexed Area for new residential development without receiving from the Town the development fee, as described in this Ordinance;
- (q) to lessen the burden and impact on existing County taxpayers, each Town shall pay its share of the cost of Services, as set out in this Ordinance, to the County; and
- (r) the County does not intend for this Ordinance to apply to any property for which annexation has been fully completed and/or to any existing “in city” residential development;

**NOW, THEREFORE**, by a majority vote of the Council members present, the County **ORDAINS**:

**Section 1. Acceptance of Implied Consent for Provision of Services.** By annexing the Annexed Area, each Town impliedly consents to the County providing, and authorizes the County to provide, and to exercise all powers and to provide any and all Services in the Annexed Area as and to the same extent an incorporated municipality would be lawfully permitted to provide in the same area under South Carolina law as an incorporated municipality and/or for the County to provide in an unincorporated area of the County.

**Section 2. Imposition of Residential Development Fees.** The County hereby imposes the per unit “development fee” as that term is generally understood and/or described in Ordinance No. 2021-12, as amended by Ordinance No. 2023-12, and as may be further amended and/or supplemented in the Annexed Area.

**Section 3. Provision of Services.** The County, in its sole discretion, may provide some, all, or none, of the Services in the Annexed Area as the County deems appropriate and consistent with the nature and level of such services as the County generally provides to the Town and/or unincorporated areas of the County.

**Section 4. Authorization for County Officials to Execute Documents.** The Council authorizes the Chairman of County Council, the County Administrator, the County Treasurer, and the Clerk to County Council to execute and consent to documents and instruments as may be necessary to effect this Ordinance’s intent.

**Section 5. Reservation to County.** This Ordinance is not a contract with any entity. The County reserves the right to suspend and/or terminate Services and any other activities the County provides in and/or to the Town, and/or to amend this Ordinance at any time, from time to time, as often as the County, in its sole

discretion, deems appropriate, and without intending to permanently amend or repeal this Ordinance, provide for amendments to the Services and/or any other activities the County provides in and/or to the Town. Any amendment(s) to this Ordinance may be made by subsequent resolution.

**Section 6. Budget Ordinance Amendment.** Notwithstanding the enactment of the County's annual budget ordinance, it is the County Council's intent that this Ordinance remain in full force and effect unless and until the County Council enacts a subsequent ordinance specifically revising or repealing this Ordinance.

**Section 7. Pending Ordinance Doctrine; Effective Date.** The "Pending Ordinance Doctrine," as described and applied by the South Carolina Supreme Court in *Sherman vs. Reavis*, 273 S.C. 542, 257 S.E.2d 735 (1979), and as adopted and applied by South Carolina courts in other decisions, is adopted and declared to be in full force and effect in the County with respect to application of any County planning, zoning, and development matters, including the matters contained in this Ordinance. As a result, this Ordinance shall be deemed to be applicable at and after first reading and shall apply to any annexation into an Annexed Area that occurs on or after first reading of this Ordinance.

**Section 8. General Repealer.** Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

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**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Pete Wilson, Chairman  
Chester County Council

**[S E A L]**

**ATTEST:**

\_\_\_\_\_  
Kristie Donaldson  
Clerk to County Council

|                 |                |
|-----------------|----------------|
| First Reading:  | March 3, 2025  |
| Second Reading: | March 17, 2025 |
| Public Hearing: | April 7, 2025  |
| Third Reading:  | April 7, 2025  |

SOUTH CAROLINA  
CHESTER COUNTY

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**RESOLUTION 2025-8 OF  
CHESTER COUNTY, SOUTH CAROLINA**

**CREATING THE 2025-2026 CAPITAL PROJECTS SALES AND USE  
TAX COMMISSION (“COMMISSION”); AND PROVIDING FOR  
OTHER RELATED MATTERS.**

1. South Carolina Code Annotated section 4-10-300, *et. seq.* (“CPST Act”) authorizes a county to impose a one percent sales and use tax, subject to a referendum, for the purpose of funding capital projects;
2. To enable the provisions of the CPST Act, a county governing body must create a commission to consider proposals for funding capital projects and to formulate the related referendum question and for other matters as provided in the CPST Act; and
3. The County Council desires to create the Commission according to the CPST Act and provide for the appointment of members to the Commission by subsequent resolution.

**THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL RESOLVES:**

1. The County creates the Commission according to the CPST Act.
2. The County intends to appoint its members to the Commission by subsequent resolution.
3. As required by the CPST Act, using information from the 2020 Census, the County finds the appointive index (as described in the CPST Act) for each of the County’s incorporated municipalities to be as follows:

|                     | <b>2020 Census<br/>Population</b> | <b>Appointive<br/>Index</b> | <b>Commission<br/>Appointments</b> |
|---------------------|-----------------------------------|-----------------------------|------------------------------------|
| Chester (City)      | 5,269                             | 1.828244275                 | 1                                  |
| Fort Lawn           | 962                               | 0.333795975                 | 0                                  |
| Great Falls         | 1951                              | 0.676960444                 | 0                                  |
| Lowrys              | 184                               | 0.063844552                 | 0                                  |
| Richburg            | 280                               | 0.097154754                 | 0                                  |
| <b>Total</b>        | <b>8,646</b>                      |                             |                                    |
| Apportionment Ave.: | 2,882.00                          |                             |                                    |

4. According to section 4-10-320(A)(2)(c), the County finds, the City of Chester is permitted to appoint one member to the Commission. The City shall appoint its member no later than no later than April 17, 2025.
5. The remaining municipal representatives shall be appointed according to section 4-10-320(A)(2)(d).
6. The County anticipates the Commission will organize itself at a meeting in June 2025, receive funding requests, if and to the extent the Commission, in its sole discretion, deems advisable, October-November 2025, and conclude its business on or before March 31, 2026.

RESOLVED: March 17, 2025

CHESTER COUNTY, SOUTH CAROLINA

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Pete Wilson, Chairman  
Chester County Council

(SEAL)  
ATTEST:

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Kristie Donaldson  
Clerk to Council

**CHESTER COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. 2025-8**

**PROVIDING FOR AN AMENDMENT TO ORDINANCE NO. 2021-18, WHICH PROVIDED FOR THE USE OF EXCESS FUNDING FOR “PROJECTS” AND/OR “CAPITAL PROJECTS” AS PROVIDED FOR UNDER ORDINANCE NO. 2019-5; AND PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, the Chester County Council (“County Council”) enacted Ordinance No. 2019-5, on June 15, 2020 (“2019 Ordinance”), authorizing, among other things, the imposition of and expenditure from a capital project sales and use tax, if and as approved by a referendum, to fund “projects” and/or “capital projects,” each as described in the 2019 Ordinance and in the Capital Project Sales Tax Act, located in South Carolina Code Annotated section 4-10-300, *et seq.* (collectively, “Act”);

WHEREAS, the Chester County Council (“County Council”) enacted Ordinance No. 2021-18, on November 15, 2021 (“2021 Ordinance”), providing for excess funding to be used for certain “projects” and/or “capital projects” as provided in the 2019 Ordinance;

WHEREAS, the Act provides the County Council with the authority to expend amounts collected in excess of amounts necessary to complete (as described in the approving referendum) funding for projects listed in the approving referendum to be used to complete projects for which the tax is imposed; and

WHEREAS, by this Ordinance, the County Council intends to continue to authorize such funding and amend the nature of “projects” and/or “capital projects” (as described in the 2019 Ordinance) for which such excess funding may be used.

NOW, THEREFORE Chester County, South Carolina, ordains as follows:

**Section 1. Amendments.** “Section 1. Amendments.” of the 2021 Ordinance is amended by striking the paragraph, in its entirety, after the word “Amendments” and inserting therein the following:

The County Council authorizes amounts collected in excess of amounts necessary to complete (as described in the approving referendum) funding for each of the projects referenced in the approving referendum to be used to provide funding for each of the following projects

- a. Project 1: Lewis Fire Department South Fork Substation,
- b. Project 2: North Chester Fire Department Substation,
- c. Projects 3/6 Rodman Sports Complex Improvements,
- d. Project 16: Countywide Emergency Communications Project, and
- e. Project 26: Great Falls Whitewater, Trails and State Park Visitors Center,

provided, however, that, to the extent funding to complete a project listed above is sourced from other monies, then (a) no funding shall come from the tax imposed by the approving referendum and/or (b) funding from the tax previously expended shall be reimbursed to the tax fund from the alternate source.

**Section 2. Authorization for County Officials to Execute Documents.** The Council authorizes the County Administrator, the County Treasurer, and Clerk to County Council to execute and consent to documents and instruments as may be necessary to effect this Ordinance’s intent.

**Section 3. *Reservation to County.*** None of this Ordinance, the 2021 Ordinance, or the 2019 Ordinance is a contract with any entity. The County reserves the right to amend this Ordinance, the 2021 Ordinance, and/or the 2019 Ordinance, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate.

**Section 4. *General Repealer.*** Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

**Section 5. *Savings Clause.*** Any action taken or authorized to be taken under the 2021 Ordinance and/or the 2019 Ordinance is treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, as of the effective date of this Ordinance, and for the enforcement of rights, duties, and liabilities as they stood under the repealed or amended portion of the 2021 and/or the 2019 Ordinance.

**Section 6. *Effective Date.*** This Ordinance is effective after its public hearing and third reading.

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**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Pete Wilson, Chairman  
Chester County Council

[SEAL]

Attest:

\_\_\_\_\_  
Kristie Donaldson  
Clerk to County Council

|                 |                |
|-----------------|----------------|
| First Reading:  | March 3, 2025  |
| Second Reading: | March 17, 2025 |
| Public Hearing: | April 7, 2025  |
| Third Reading:  | April 7, 2025  |

## CHESTER COUNTY, SOUTH CAROLINA

### ORDINANCE NO. 2025-3

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY AND PROJECT P2285; PROVIDING FOR A FEE IN LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AGREEMENT BETWEEN CHESTER COUNTY AND YORK COUNTY SO AS TO ESTABLISH OR ENLARGE THE PARK; AND OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) with respect to costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multicounty industrial or business park (“MCIP”) to allow special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, Project P2285 (the “Company”) proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct warehousing and distribution in the County (“Project”), which the Company expects will result in the investment of approximately \$35,000,000 in taxable property;

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, SSRCs, MCIP, and certain other incentives;

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on [] [], 2025, whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project;

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Special Source Revenue Credit Agreement by and between the County and the Company with respect to the Project (“Fee Agreement”), the form of which is presented to this meeting, which Fee Agreement is to be dated as of the date of this meeting, or such other date as the parties may agree; and

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

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

**Section 1. *Evaluation of the Project.*** Based solely on information provided by the Company, County Council has evaluated the Project on the following criteria and based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

**Section 2. *Findings by County Council.*** Based solely on information provided by and representations of the Company and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the project is anticipated to be approximately \$35,000,000.00, to be invested within 5 years from the “Commencement Date” as such term is defined in the FILOT Act;
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

**Section 3. *Fee-in-Lieu of Taxes Arrangement.*** Pursuant to the authority of the FILOT Act, the Project is designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide FILOT payments to be made with respect to personal property invested as part of the Project based upon a 6% assessment ratio, a millage of rate of 510.8

mills, and a 30-year payment period for each annual increment of investment during the investment period, all as more fully set forth in the Fee Agreement.

**Section 4. *Special Source Revenue Credits.*** As reimbursement to the Company for expenditures on Special Source Improvements, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the Fee Agreement, including a Special Source Credit applicable to real and personal property at the Project for 10 consecutive tax years, in an annual amount equal to 10% for each such FILOT payment for years 1-5, and 5% for years 6-10. Furthermore, if the total investment by the Company is equal to or exceeds \$50,000,000 in taxable property, then Special Source Credits will increase to an annual amount equal to 20% for each such FILOT payment for years 1-5, and 10% for years 6-10.

**Section 5. *Execution of the Fee Agreement.*** The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The County Administrator, Chair of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Fee Agreement now before this meeting.

**Section 6. *Inclusion of Project in Multi-County Park.*** The County will use its commercially reasonable efforts to ensure the Project is designated, if not already designated, and will remain, as part of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution, as set forth in the Fee Agreement.

**Section 7. *Miscellaneous.***

(a) The County Administrator and Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

(e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE FOLLOWS]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Pete Wilson  
Chair, Chester County Council

ATTEST:

\_\_\_\_\_  
Kristie Donaldson  
Clerk to County Council

|                 |                   |
|-----------------|-------------------|
| First Reading:  | January 21, 2025  |
| Second Reading: | February 3, 2025  |
| Public Hearing: | February 18, 2025 |
| Third Reading:  | February 18, 2025 |

**EXHIBIT A**

**FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

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FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

PROJECT P2285

and

CHESTER COUNTY, SOUTH CAROLINA

Dated as of [\_\_\_\_], 2024

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## FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Agreement”) is dated as of [\_\_\_\_], 2024, by and between Project P2285, a [\_\_\_\_] limited liability company (the “Company”) and Chester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (the “Simplified FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, the “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain FILOT payments including, but not limited to, Negotiated FILOT Payments, with respect to a project; and (iii) to permit investors to claim Special Source Revenue Credits against their FILOT payments to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Revenue Credits;

WHEREAS, the Company proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct warehousing and distribution in the County (the “Project”);

WHEREAS, the Company anticipates that the Project will result in an investment of approximately Thirty Five Million Dollars (\$35,000,000.00) in the County;

WHEREAS, the County Council approved, on May 20, 2024, an inducement resolution (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County enter into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT and Special Source Revenue Credit arrangements with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT payments pursuant to the Act;

WHEREAS, for the Project, the parties have determined, based solely on information provided by the Company to the County, that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has, based solely on information provided by the Company to the County, determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

#### Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:  
Project P2285, a [ ] limited liability company
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:  
TBP
3. Minimum investment agreed upon: \$35,000,000.00
4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period
5. Assessment ratio applicable for each year of this Agreement: 6%
6. Millage rate applicable for each year of this Agreement: 510.8 mills
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.

9. Statements:

- (a) The Project is to be located in a multi-county industrial or business park<sup>1</sup>;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits will be provided in an amount equal to 10% of each such FILOT Payment for Years 1-5, and 5% for Years 6-10; provided, however, if total investment in Economic Development Property by the Company totals \$50,000,000.00 Special Source Revenue Credits will increase to 20% for Years 1-5 and 10% for Years 6-10;
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.

11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.

12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” shall have the meaning set forth in the recitals hereto.

“*Administration Expenses*” shall mean the reasonable and necessary out-of-pocket expenses, including reasonable attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents. The County acknowledges and agrees that the obligation of the Company for payment of Administration Expenses shall be limited as set forth in Section 12.03 hereof.

“*Affiliate*” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management

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<sup>1</sup> County to confirm whether property is already located in a MCIP.

and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee in Lieu of Tax and Special Source Revenue Credit Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean, Project P2285, a [\_\_\_\_\_], and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*County*” shall mean Chester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01(a) hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or

modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) the Land; (ii) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (iii) property acquired for the Project by the Company from and after the date of the Inducement Resolution, (iv) property described in Section 12.44.110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00), or (v) modifications which constitute an expansion of Existing Property.

“*Filings*” shall have the meaning set forth in Section 4.02(b) hereof.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Indemnified Parties*” shall have the meaning set forth in Section 8.03 hereof.

“*Inducement Resolution*” shall have the meaning set forth in the recitals hereto.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to invest, collectively, at least Thirty Five Million Dollars (\$35,000,000.00) in Economic Development Property by the end of the Investment Period.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service.

“*Land*” shall mean the real estate on which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A as provided in Section 4.03(a)(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to the Multi-County Park Agreement, or any successor Multi-County Park

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Multi-County Park Agreement*” shall mean the qualifying agreement for the establishment of a multi-county industrial/business park with York County, dated December 31, 2012 (as amended, modified and supplemented from time to time).

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Project, and shall include the Land, the buildings, improvements and fixtures on the land, water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Commitment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service

“*Project Millage Rate*” shall mean a millage rate of 510.8 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Related Entities*” shall have the meaning set forth in Section 9.01 hereof.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(e) hereof and Section 12-44-60 of the Code.

“*Simplified FILOT Act*” shall have the meaning set forth in the recitals hereto.

“*Special Source Act*” shall have the meaning set forth in the recitals hereto.

“*Special Source Revenue Credits*” shall mean the credits provided to the Company pursuant to Section 5.01 hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Based solely on information provided by the Company, the County has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) The County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to continue to cause the land upon which the Project is located to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company, validly existing and in good standing under the laws of [\_\_\_\_]. The Company has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to use its good faith efforts to make the Investment Commitment by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending on December 31 of each year.

(f) No event has occurred, and no condition currently exists with respect to the Company, which would constitute a default, or an Event of Default as defined herein.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

##### Section 3.01. Agreement to Accept FILOT Payments.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes. The County further covenants, to the extent allowed by law, that any portion of the Land that has not been developed by the Company (or by any Co-Investor) shall continue to be assessed using the agricultural assessment ratio until such Land is developed, so long as such property lawfully qualifies for such assessment ratio.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company

has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its best efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

## ARTICLE IV

### UNDERTAKINGS OF THE COMPANY

Section 4.01. Commitments of the Company at the Project. For the Project, the Company agrees to meet the Investment Commitment by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, County Treasurer, County Finance Director, and the County Assessor of the County not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Treasurer, and County Finance Director a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the

Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders and Title 30, Chapter 4 of the Code ("SCFOIA"), the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. Except as required by SCFOIA, the County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any Person other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law (including SCFOIA), to a third party of any Confidential Information, the County shall notify the Company in a timely manner following receipt of such demand and give the Company the opportunity to contest the release.

#### Section 4.03 Modification of Project.

(a) The Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property.

### ARTICLE V

#### PAYMENTS IN LIEU OF TAXES

##### Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payments due with respect to each Property Tax Year shall be calculated as follows:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates, and abatements that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraph (c) of this Section 5.01 (a “Negotiated FILOT”); less the amount of the Special Source Revenue Credits provided pursuant to paragraph (d) of this Section 5.01.

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) With respect to Special Source Revenue Credits:

(i) Special Source Revenue Credits shall be provided (A) in the amount of ten percent (10%) of each annual FILOT Payment for Years 1-5, and (B) in the amount of five percent (5%) of each annual FILOT Payment for Years 6-10. Subject to Section 5.01(d)(ii), such Special Source Revenue Credits shall be applied automatically and reflected on each year’s property tax bill provided to the Company.

(ii) If the Company’s investment in Economic Development Property shall total Fifty Million dollars (\$50,000,000) during the Investment Period, Special Source Revenue Credits shall be adjusted to (A) twenty percent (20%) for Years 1-5, and (B) ten percent (10%) for years 6-10. The SSRC adjustment will be applicable to the year within the Investment Period when total investment in Economic Development Property totals Fifty Million dollars (\$50,000,000.00).

(iii) As used in Section 5.01(d)(i), “Year 1” shall mean the first year for which the first payment of a Negotiated FILOT would be due; provided, however,

the Company may defer Year 1 and the start of the application of Special Source Revenue Credits by delivering notice of such election and indicated the year that Company desires to be “Year 1” to the County no later than thirty (30) days (i.e., September 1) prior to the issuance of the property tax bill for the year for which the first payment of a Negotiated FILOT would be due.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company’s or any Co-Investor’s installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner to provide the Company with comparable treatment of the applicable property as would be afforded pursuant to Section 5.01(b). In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project, including but not limited to land, buildings, and personal property (including machinery and equipment), by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Project Commitment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(k) With respect to the Investment Commitment:

(i) In the event that the Company fails to meet the Investment Commitment by the end of the Investment Period as provided herein, the Company

shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereto that have been previously received by the Company with respect to qualifying property, and the amount of Special Source Revenue Credits provided to the Company thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percent of the Investment Commitment as of the last day of the Investment Period.

(ii) By way of example but not limitation, if the Company has invested \$31,500,000 as of the last day of the Investment Period, the Company would have met 90% of the Investment Commitment and would be obliged to repay 10% of the Special Source Revenue credits that have been received prior to the last day of the Investment Period, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 10%.

## ARTICLE VI

### PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company and each other Co-Investor may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase

agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company or such Co-Investor, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The Company or such Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company or such Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold, condition or delay its consent, approval or ratification and that such consent, approval or ratification may be evidenced by a Resolution of County Council.

#### Section 8.03. Indemnification.

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

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its reasonable costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within thirty (30) days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs. The County shall use reasonable efforts to keep the Company informed of all negotiations and potential settlements. The County shall not settle any claim under this Section (to the extent the County is otherwise in control of the negotiations and potential settlement) without the Company’s consent, which shall not be unreasonably withheld.

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

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under and in accordance with this Agreement, or the administration of its duties

under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own violation of law, breach of this Agreement, misrepresentation, negligence, recklessness, bad faith, fraud, deceit, or willful misconduct.

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

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Project Commitment Period by all Sponsors and Sponsor Affiliates exceeds Five Million Dollars (\$5,000,000.00), to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in

connection with any transfer to any Affiliate of the Company or such Co-Investor (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company or such Co-Investor hereunder, or where the County consents in writing (such consent not to be unreasonably withheld, conditioned or delayed and, to the extent allowable by law, evidenced by a Resolution of County Council), no such transfer shall affect or reduce any of the obligations of the Company or such Co-Investor hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County’s rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company’s expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County’s rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any

time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the Investment Period prior to the Company's meeting the Investment Commitment, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

#### Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (but solely with respect to the defaulting Company):

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County's sole recourse for such failure to meet the Investment Requirement shall be as set forth in Section 5.01(k) hereof.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by the Company (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than thirty (30) days after receiving the written request from the County (which request shall include general description of the nature of such Administration Expenses). Notwithstanding anything herein to the contrary, the Administration Expenses reimbursable to the County pursuant to this Section 12.03 shall not exceed Five Thousand Dollars (\$5,000.00).

(b) The Company agrees to reimburse the County from time to time for reasonable out-of-pocket expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT payments as well as out-of-pocket reporting and compliance costs incurred by the County as a result of entering into the FILOT agreement, in an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) per year. Such reimbursement shall be made promptly upon written request therefor, but in no event later than thirty (30) days after receiving the written request from the County (which request shall include a general description of the nature of such expenses).

Section 12.04. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Chester County, South Carolina  
Attn: County Supervisor/Chair, County Council  
1476 J.A. Cochran Bypass  
P.O. Box 580  
Chester, SC 29706  
Telephone: 803-385-5133

with a copy (which shall not constitute notice) to:

Chester County Attorney  
Attn: Nicole Workman  
1476 J.A. Cochran Bypass  
Chester, SC 29076  
Telephone: (843) 754-6079

with a copy (which shall not constitute notice) to:

King Kozlarek Root Law LLC  
Attention: Michael Kozlarek  
201 Riverplace, Suite 500  
Greenville, SC 29601  
Telephone: (864) 527-5941

(b) As to each Company:

Project P2285  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

with a copy to (which shall not constitute notice):

King and Spalding, LLP  
Attn: Stephanie Yarbrough  
1700 Pennsylvania Avenue NW #900  
Washington, DC 20006  
Phone: (843) 860-1518

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the matters set forth herein involving the Project, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

***/SIGNATURE PAGE TO FOLLOW/***

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; and each Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

[SEAL]

By: \_\_\_\_\_

Name: Joe Branham

Title: Chair of County Council

Attest:

\_\_\_\_\_  
Name: Kristie Donaldson

Title: Clerk to County Council

[signatures continue on next page]

PROJECT P2285

By: \_\_\_\_\_

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

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

**EXHIBIT A**

**Description of Land**

[TBP]



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 1-28-25 Case # CCMA 25-01 Invoice # 9004

The applicant hereby requests that the property described to be rezoned from R2 to RG-2

Please give your reason for this rezoning request:

Divide the property and allow a manufacture home.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: 1525 Columbia Road Chester, S.C. 29706  
Tax Map Number: 081-00-00-013-000 Acres: 2.4 7/8

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

PLEASE PRINT:

Applicant (s): MARY C. SIMS  
Address 1525 COLUMBIA ROAD CHESTER SC  
Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work NONE  
E-Mail Address: \_\_\_\_\_

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

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

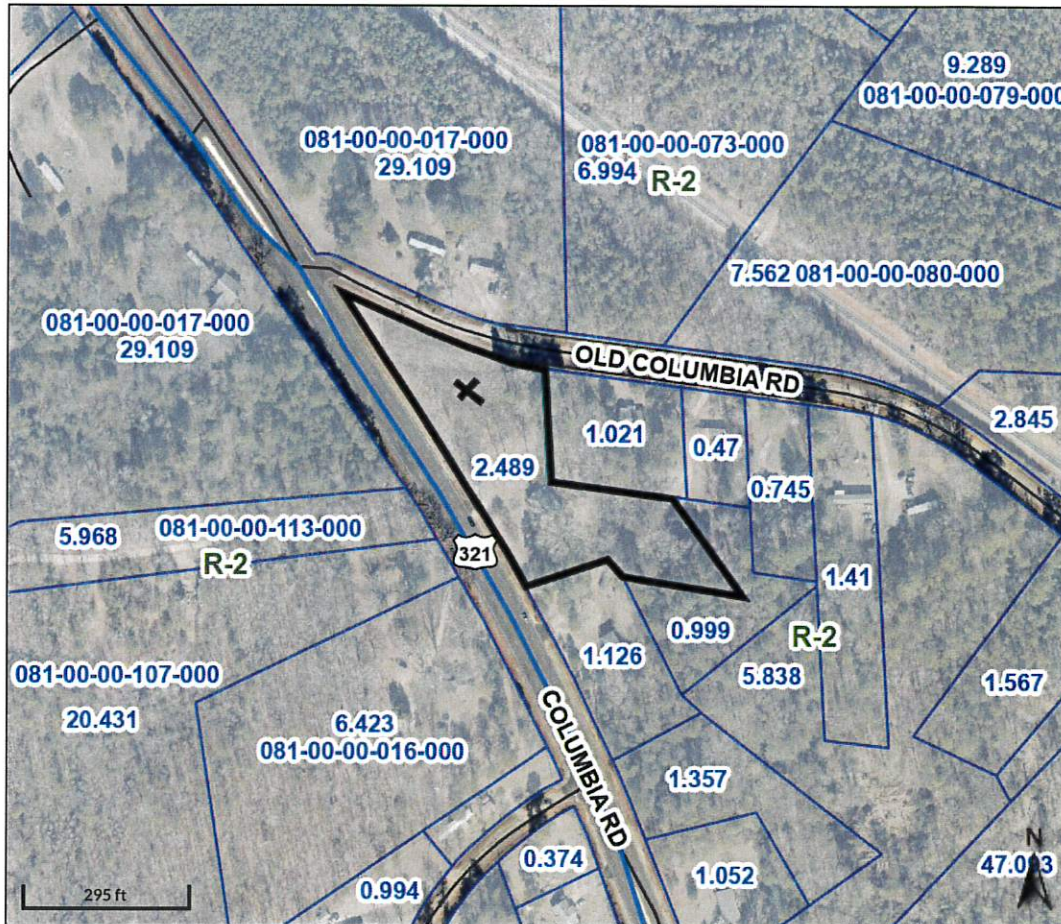
Owner's signature: [Signature] Date: 12/16/2024

Applicant signature: [Signature] Date: 12/16/2024

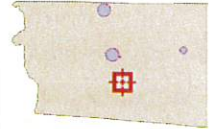
CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



# Chester County, SC



Overview



|                       |                        |              |       |               |                      |
|-----------------------|------------------------|--------------|-------|---------------|----------------------|
| Parcel ID             | 081-00-00-013-000      | Alternate ID | n/a   | Owner Address | SIMS MARY C          |
| Sec/Twp/Rng           | n/a                    | Class        | R     |               | P O BOX 341579       |
| Property Address      | 1436 B OLD COLUMBIA RD | Acreage      | 2.489 |               | JAMAICA NY 114347579 |
| District              | 01                     |              |       |               |                      |
| Brief Tax Description | HWY 321                |              |       |               |                      |

(Note: Not to be used on legal documents)

Date created: 12/16/2024  
Last Data Uploaded: 12/16/2024 2:17:03 AM

Developed by SCHNEIDER  
GEOSPATIAL

|                             |  |                   |  |                    |          |              |  |                    |  |                    |
|-----------------------------|--|-------------------|--|--------------------|----------|--------------|--|--------------------|--|--------------------|
| Owner and Location          |  |                   |  |                    |          |              |  |                    |  | X                  |
| Current Year (2024) Changes |  |                   |  |                    |          |              |  |                    |  |                    |
| Search Options              |  |                   |  |                    |          |              |  |                    |  |                    |
| Map Number                  |  | 081-00-00-013-000 |  | Real               | 00581893 | History Year |  |                    |  | Find               |
| Name 1                      |  | SIMS MARY C       |  | Other Map Number   |          |              |  |                    |  |                    |
| Alerts                      |  |                   |  |                    |          |              |  |                    |  |                    |
| Has Additional Comments     |  |                   |  |                    |          |              |  |                    |  |                    |
| Owner Information           |  |                   |  |                    |          |              |  |                    |  |                    |
| Post Initials               |  | HD                |  | Reason for Change  |          |              |  | Activity Date      |  | 12/16/2024         |
| Name 2                      |  |                   |  |                    |          |              |  | Land Value         |  | 10,050             |
| Address 1                   |  | PO BOX 2101       |  |                    |          |              |  | Building Value     |  | 88,400             |
| Address 2                   |  | CHESTER SC        |  |                    |          |              |  | Total Market Value |  | 98,450             |
| Zip Code                    |  | 29706 7579        |  |                    |          |              |  | Total Tax Value    |  | 98,450             |
| Codes                       |  |                   |  |                    |          |              |  |                    |  |                    |
| District                    |  | 01                |  | Fire Code          |          | SC           |  | SOUTHCHESTER       |  |                    |
| Town                        |  |                   |  | Neighborhood       |          | R2           |  | RURAL 2            |  |                    |
| Subdivision                 |  |                   |  | Use Class          |          |              |  |                    |  |                    |
| Description                 |  | HWY 321           |  |                    |          |              |  |                    |  |                    |
| Legal                       |  |                   |  |                    |          |              |  |                    |  |                    |
| Location                    |  |                   |  |                    |          |              |  |                    |  |                    |
| Street Number               |  |                   |  | Street Name        |          |              |  | Suffix             |  | Direction          |
| Additional Information      |  |                   |  |                    |          |              |  |                    |  |                    |
| Appraisal Appeal            |  |                   |  | Owner Occupied     |          |              |  | TIF                |  | Base               |
| Agricultural Use            |  |                   |  | Reappraisal Notice |          |              |  | MCIP               |  | Industrial Park ID |
| Rollback                    |  |                   |  |                    |          |              |  | Exempt             |  |                    |
|                             |  |                   |  |                    |          |              |  |                    |  | Scroll by: MAP#    |

## Next Year (2025) Changes



## Search Options

[Map Number](#)

081-00-00-013-000

Real

00581893

History Year

[Name 1](#)

SIMS MARY C

[Other Map Number](#)

Find

## Alerts

Has Additional Comments

## Owner Information

Post Initials

HD

Reason for Change

Name 2

Address 1

PO BOX 2101

Address 2

CHESTER SC

Zip Code

29706

7579

Activity Date

12/16/2024

Land Value

10,050

Building Value

88,400

Total Market Value

98,450

Total Tax Value

98,450

## Codes

District

01

Fire Code

SC

SOUTHCHESTER

Town

Subdivision

Description

HWY 321

Legal

Neighborhood

R2

RURAL 2

Use Class

[Location](#)

Street Number

Street Name

Suffix

Direction

## Additional Information

Appraisal Appeal

Owner Occupied

TIF

Base

Agricultural Use

Reappraisal Notice

MCIP

Industrial Park ID

Rollback

Exempt

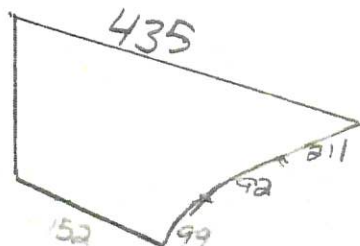
Scroll by: MAP#

# RESIDENTIAL APPRAISAL CARD

SOUTH CAROLINA

CARD \_\_\_\_\_ OF \_\_\_\_\_ CARDS

COUNTY \_\_\_\_\_

|                                                                                          |                    |                            |               |                                                                                                                    |            |                    |                |                        |              |             |
|------------------------------------------------------------------------------------------|--------------------|----------------------------|---------------|--------------------------------------------------------------------------------------------------------------------|------------|--------------------|----------------|------------------------|--------------|-------------|
| <b>TAX MAP</b><br><br>081-00-00-013-000<br>SIMS MARY C<br>P O BOX 1352<br>BRONX NY 10475 |                    | <b>DISTRICT</b>            |               | <b>DATE OF APPRAISAL</b>                                                                                           |            |                    |                | <b>APPRAISER</b>       |              |             |
|                                                                                          |                    | TRANSFERRED FROM           |               | Deed Book                                                                                                          | Deed Page  | Acres or Lots      | Plat Book      | Plat Page              | Date of Sale | SALES PRICE |
|                                                                                          |                    | W.F + Lillie M. Griggs     |               | 482                                                                                                                | 314        | 1.3 AC             | 457            | 437                    | 8/18/76      | \$1,000.00  |
|                                                                                          |                    | James D. Abercrombie et al |               | 548                                                                                                                | 323        | Lot                |                |                        | 5/27/88      | \$61,000.00 |
|                                                                                          |                    |                            |               |                                                                                                                    |            |                    |                |                        |              |             |
| <b>PROPERTY LOCATION</b>                                                                 |                    | <b>GENERAL DATA</b>        |               | <b>COST DATA</b>                                                                                                   |            | <b>MOBILE HOME</b> |                | <b>INCOME APPROACH</b> |              |             |
| St., Rt. & No. Hwy 321                                                                   |                    | Yr. Built                  |               | Land                                                                                                               |            | Make               |                | Monthly Rental         |              |             |
| City                                                                                     |                    | Economic Life              |               | Imp.                                                                                                               |            | Model              |                |                        |              |             |
| Use                                                                                      |                    | Condition                  |               | L. H.                                                                                                              |            | Yr. Built          |                | G. M. M.               |              |             |
| Subdivision                                                                              |                    | Quality                    |               | Total                                                                                                              |            | Condition          |                | Indicated Value        |              |             |
| Legal Description                                                                        |                    | Annual Rent                |               | Stamps                                                                                                             |            | Size               |                |                        |              |             |
|                                                                                          |                    | Bldg. Permit               |               | Old Map Ref.                                                                                                       |            |                    |                |                        |              |             |
|                                                                                          |                    | Mort.                      |               | File No.                                                                                                           |            |                    |                |                        |              |             |
| <b>STANDARD CLASSIFICATION</b>                                                           |                    | <b>PROPERTY DATA</b>       |               | <b>LAND CLASSIFICATION</b>                                                                                         |            |                    |                |                        |              |             |
| NEIGHBORHOOD                                                                             | TRANSPORTATION     | LAND IMP.                  | UTILITIES     | TOPOGRAPHY                                                                                                         | LAND CLASS | NO. OF ACRES       | VALUE PER ACRE | VALUE PER CLASS        |              |             |
| Progressive                                                                              | Paved Road         | Buildings                  | Electricity   | Level                                                                                                              | Open Land  |                    |                |                        |              |             |
| Static                                                                                   | Earth Road         | Pavement                   | Water         | High                                                                                                               |            |                    |                |                        |              |             |
| Regressive                                                                               | Railroad           | Fence                      | Gas           | Low                                                                                                                |            |                    |                |                        |              |             |
| Old                                                                                      | Water              | Landscaping                | Sewer         | Rolling                                                                                                            |            |                    |                |                        |              |             |
| New                                                                                      | Airport            | Well                       | All Utilities | Swampy                                                                                                             |            |                    |                |                        |              |             |
| <b>LAND</b>                                                                              |                    |                            |               | LOT SIZE                                                                                                           | FRONT      | DEPTH              | REAR           | OTHER                  |              |             |
| Number of Acres Lot                                                                      |                    | Number of Lots             |               | Remarks & Description<br><br> |            |                    |                |                        |              |             |
| Per Acre Value                                                                           |                    | Number of Front Ft.        |               |                                                                                                                    |            |                    |                |                        |              |             |
| Value for Acres                                                                          |                    | Per Lot Value              |               |                                                                                                                    |            |                    |                |                        |              |             |
| Returned Area Lot                                                                        |                    | Per Front Ft. Value        |               |                                                                                                                    |            |                    |                |                        |              |             |
| Legal Area Lot                                                                           |                    | Value for Lots             |               |                                                                                                                    |            |                    |                |                        |              |             |
| Planimetered Area Lot                                                                    |                    | Value for Fr. Ft.          |               |                                                                                                                    |            |                    |                |                        |              |             |
| Total Land Value                                                                         |                    |                            |               |                                                                                                                    |            |                    |                |                        |              |             |
| <b>ESTIMATED MARKET VALUE</b>                                                            |                    |                            |               |                                                                                                                    |            |                    |                |                        |              |             |
|                                                                                          | Land Acres pr Lots | Improvement                | Total         |                                                                                                                    |            |                    |                |                        |              |             |
| Number                                                                                   | Lot                |                            |               |                                                                                                                    |            |                    |                |                        |              |             |
| Cost Approach R                                                                          | 10,050             | 103,000                    | 113,050       |                                                                                                                    |            |                    |                |                        |              |             |
| Market Approach                                                                          | 10,050             | 70,300                     | 80,350        |                                                                                                                    |            |                    |                |                        |              |             |
| Income Approach                                                                          |                    |                            |               |                                                                                                                    |            |                    |                |                        |              |             |
| Correlated Value                                                                         |                    |                            |               |                                                                                                                    |            |                    |                |                        |              |             |
| Assessed %                                                                               | 6.750              | 35,200                     | 61,750        |                                                                                                                    |            |                    |                |                        |              |             |
| Reviewed by                                                                              | 2020 RA-18000      |                            | Date          | Combined 51-0-0-48                                                                                                 |            |                    |                |                        |              |             |
| Zoning <span style="color:red; font-size: 1.5em;">R2</span>                              |                    |                            |               |                                                                                                                    |            |                    |                |                        |              |             |





**Building & Zoning Department**  
1476 J A Cochran Bypass  
Chester, SC 29706  
Phone: (803) 581-0942  
Fax: (855) 930-0979

**Issued to:**

Mary Sims  
  
1525 Columbia Road  
Chester, SC 29706

**Receipt No. 9004**

**Date** 12/16/2024  
**Cashier** ichappell

**Payment Items**

Map Amendment Rezone Property

\$150.00

\$150.00

**Form of Payment**

Credit Card \$150.00  
**\$150.00**

*Thank you for your payment.*

# LEGEND / NOTES

-X-X- = FENCE LINE  
 -v- = OH POWER LINE

IPS = IRON PIN SET  
 IPF = IRON PIN FOUND  
 RB = REBAR  
 EOP = EDGE OF PAVEMENT  
 C/L = CENTERLINE  
 NTS = NOT TO SCALE  
 R/W = RIGHT-OF-WAY  
 LP = LIGHT POLE  
 CP = COMPUTED POINT  
 BWF = BARBED WIRE FENCE  
 SSC = SEWER CLEAN-OUT  
 MHS = MAN HOLE SEWER  
 P/L = PROPERTY LINE  
 CT = CRIMP TOP

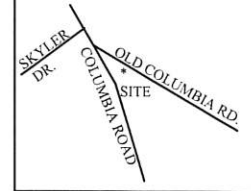
SURVEY MADE USING EXISTING  
 PHYSICAL EVIDENCE FOUND AT  
 THE TIME OF THE SURVEY.

SUBJECT PROPERTY MAY BE  
 SUBJECT TO RECORDED OR  
 UNRECORDED EASEMENTS, AND  
 RESTRICTIVE COVENANTS NOT  
 SHOWN HEREON.

## PROPERTY SURVEY FOR MARY C. SIMS LOCATED AT 1525 COLUMBIA ROAD BLACKSTOCK TOWNSHIP CHESTER, SOUTH CAROLINA NOVEMBER 6, 2024



SCALE 1" = 100'

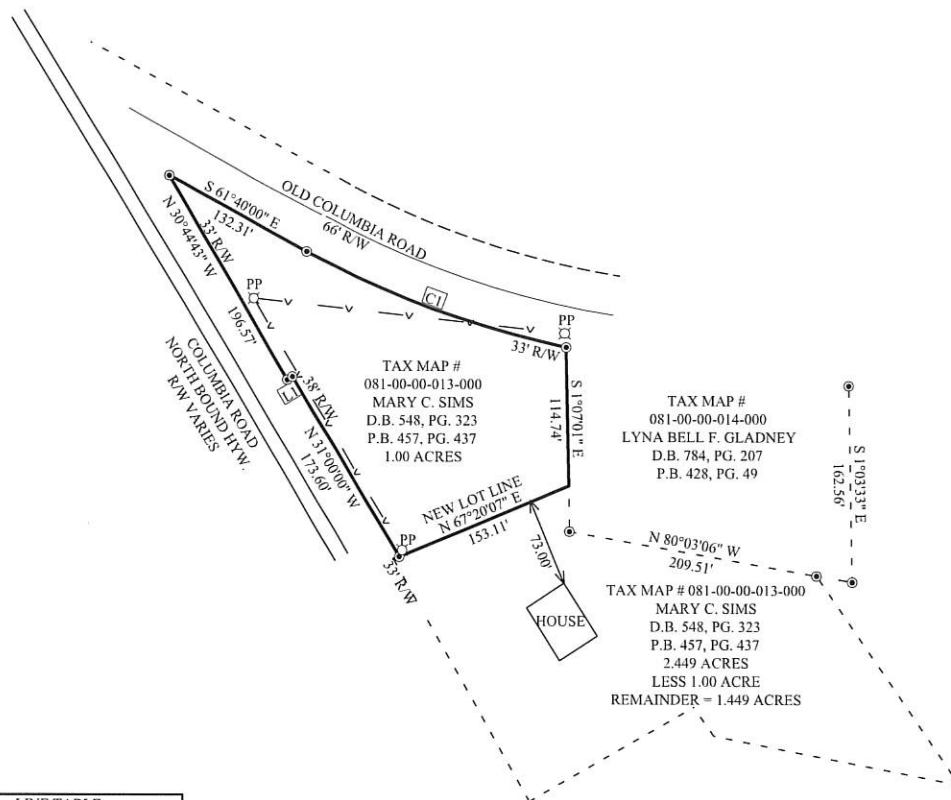


NOT TO SCALE

NEW LOT LINES

**ZONED R - 2**  
*Current zoning*

**ALL PROPERTY LINES  
 ARE COMPUTED FROM  
 ROAD-RIGHT-AWAY**



| LINE TABLE |               |          |
|------------|---------------|----------|
| Id         | Bearing       | Distance |
| L1         | S 59°00'00" W | 5.00'    |

| CURVE TABLE |           |         |            |         |         |               |
|-------------|-----------|---------|------------|---------|---------|---------------|
| Id          | Delta     | Radius  | Arc Length | Tangent | Chord   | Ch Bear       |
| C1          | 16°46'39" | 790.32' | 231.42'    | 116.55' | 230.60' | S 70°03'20" E |

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



**PETE HINSON LAND SURVEYING**  
 5830 CREMONA DRIVE  
 MYRTLE BEACH, S.C. 29577  
 803-448-4504

JAMES P. HINSON PLS #18265

Sims.pcs



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

**ZONING TEXT AMENDMENT APPLICATION**

Meeting Date: 2-28-25 Case # CCTA25-01 Invoice # /

NAICS CODE Number: NA

**APPLICANT INFORMATION**

NAME: Chester County, SC, c/o J. Ward (Planning Director)

MAILING ADDRESS: Street/PO Box/Town/State/Zip

1476 JA Cochran Bypass, Chester, SC 29706

Telephone Number(s): Home \_\_\_\_\_ Work 377-8683 Cell \_\_\_\_\_

**SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:**

Zoning Ordinance § 2-101: PD - Planned Development District

**REASON FOR PROPOSED TEXT CHANGE:**

To harmonize with subdivision ordinance re-write, and better conform with the best planning practice for the PD district.

Applicant (s) Signature: J. Ward Date: 2/11/2025

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

Original Text

---

**Chapter 2: DISTRICTS AND MAP**

**§ 2-101 District Purposes**

**RIV -River Preservation Districts.** RIV districts are intended to protect water quality in rivers and to preserve riparian lands and vegetation as natural buffer areas. Passive recreation, boating, agriculture, silviculture, and some public uses are permitted.

**PD- Planned Development District.** This district designates an area for which an approved development plan constitutes the district regulations. It is intended to utilize the factors of efficiency, economy, flexibility, creative site design, improved appearance, compatibility of mixed uses, maximum benefits from open space, safe and efficient vehicular and pedestrian access for a development characterized by a unified site design for mixed uses. A planned development district may be predominately residential or predominately commercial or industrial, and may be proposed for any area.

**AP- Airport Overlay District.** This district designation may be appended to any zoning district as an overlay to restrict uses and conditions, which are adverse to safe operation of aircraft in the vicinity of an airport.

**Zoning Ordinance  
Chester County  
South Carolina**

**Chapter 2  
§ 2-101**

*Text Change*

**Chapter 2: DISTRICTS AND MAP**

**§ 2-101 District Purposes**

**RIV -River Preservation Districts.** RIV districts are intended to protect water quality in rivers and to preserve riparian lands and vegetation as natural buffer areas. Passive recreation, boating, agriculture, silviculture, and some public uses are permitted.

**PD- Planned Development District.** This district designates an area for which an approved development plan constitutes the district regulations. It is intended to utilize the factors of efficiency, economy, flexibility, creative site design, improved appearance, compatibility of mixed uses, maximum benefits from open space, safe and efficient vehicular and pedestrian access for a development characterized by a unified site design for mixed uses. A planned development district may be predominately residential or predominately commercial or industrial **must include a proportionate mix of residential and commercial or industrial uses**, and may be proposed for any area. **A planned development district must contain more than one type or density of residential unit.**

**AP- Airport Overlay District.** This district designation may be appended to any zoning district as an overlay to restrict uses and conditions, which are adverse to safe operation of aircraft in the vicinity of an airport.



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

**ZONING TEXT AMENDMENT APPLICATION**

Meeting Date: 2-28-25 Case # CCTA25-02 Invoice # /

NAICS CODE Number: /

**APPLICANT INFORMATION**

NAME: Chester County, SC, c/o J. Ward (Planning Director)

MAILING ADDRESS: Street/PO Box/Town/State/Zip

1476 JA Cochran Bypass, Chester, SC 29706

Telephone Number(s): Home \_\_\_\_\_ Work 377-8683 Cell \_\_\_\_\_

**SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:**

Zoning Ordinance § 4-129: PD - Planned Development District

**REASON FOR PROPOSED TEXT CHANGE:**

To harmonize with the process of new subdivision ordinances, and better conform with best planning practices for PD districts, by clarifying what is permissible in the PD district hereafter.

Applicant (s) Signature: Jerry L Ward Date: 2/11/2025

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

*Original Text*

---

**Chapter 4 DISTRICT REGULATIONS**

**§ 4-129 PD Planned Development District Uses**

Planned Development districts may permit a mixture of different types of housing with compatible commercial uses, shopping centers, office parks and other mixed use developments. Flexibility in design, character and quality of development and preservation of natural and scenic features are made possible through the approval of a plan which describes the specific uses, densities, setbacks, and other requirements for a planned development. The approved plan constitutes the district regulations for a particular planned development.

**Zoning Ordinance  
Chester County  
South Carolina**

**Chapter 4  
§ 4-129**

*Text Change*

---

**Chapter 4 DISTRICT REGULATIONS**

**§ 4-129 PD Planned Development District Uses**

Planned Development districts ~~may permit~~ **shall consist of** a mixture of different types of housing with compatible commercial uses, shopping centers, office parks and other mixed use developments. Flexibility in design, character and quality of development and preservation of natural and scenic features are made possible through the approval of a plan which describes the specific uses, densities, setbacks, and other requirements for a planned development. The approved plan constitutes the district regulations for a particular planned development.



## Chester County, South Carolina

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

### ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 2/28/25 Case # CCTA25-03 Invoice # /

NAICS CODE Number: /

#### APPLICANT INFORMATION

NAME: Chester County, SC, c/o J. Ward (Planning Director)

MAILING ADDRESS: Street/PO Box/Town/State/Zip

1476 JA Cochran Bypass, Chester, SC 29706

Telephone Number(s): Home \_\_\_\_\_ Work 377-5653 Cell \_\_\_\_\_

#### SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Zoning ordinance § 4-110: RS-1: Single Family Residential District Regulations

#### REASON FOR PROPOSED TEXT CHANGE:

To ensure good land use planning and strengthen existing subdivision codes, while protecting the rezoning process.

Applicant (s) Signature: Joy Ward Date: 2/11/2025

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

**Chapter 4: DISTRICT REGULATION**

**§ 4-110 RS-1 - Single Family Residential District Regulations.**

The following regulations apply to all uses in RS-1 districts:

|                                                                                             |                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                                                        | With public water and sewer: 20,000 square feet.<br>With individual water or sewer: 1 acre as directed by DHEC.                                                                                                                                    |
| <b>Minimum lot area for non-residential uses</b>                                            | Utility substations and water towers: 10,000 square feet.<br>Other: 1 acre                                                                                                                                                                         |
| <b>Minimum lot width at building line:</b>                                                  | With public water and sewer: 70 feet.<br>Other: 130 feet.                                                                                                                                                                                          |
| <b>Minimum front yard depth:</b>                                                            | 25 feet from road right-of-way                                                                                                                                                                                                                     |
| <b>Minimum setback from second street frontage:</b>                                         | Side street on corner lot - 12 feet.<br>Rear street on double frontage lot - 50 feet.                                                                                                                                                              |
| <b>Minimum side yard:</b>                                                                   | <u>Principal structure</u> - 15 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.                                                                                                              |
| <b>Minimum rear yard:</b>                                                                   | <u>Principal structure</u> - 20 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.                                                                                                              |
| <b>Minimum setback from a pre-existing Commercial, Industrial or Agricultural District:</b> | One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.                                                                                              |
| <b>Maximum structure height:</b>                                                            | Thirty-five (35) feet to the roof line [not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]                                                                               |
| <b>Visibility requirements:</b>                                                             | <u>Corner lot</u> : no obstruction between heights of 3 and 10 feet above finished street level within 15 feet of intersection of street right-of-way lines.<br><u>Private drive</u> : no obstruction over 30 inches high within 10 feet of street |
| <b>Off street parking area requirements:</b>                                                | See supplemental regulations, Chapter 5                                                                                                                                                                                                            |
| <b>Signs:</b>                                                                               | See supplemental regulations, Chapter 5                                                                                                                                                                                                            |
| <b>Supplemental regulations:</b>                                                            | See Chapter 5                                                                                                                                                                                                                                      |

**Zoning Ordinance  
Chester County  
South Carolina**

**Chapter 4  
§ 4-110**

*Text Change*

**Chapter 4: DISTRICT REGULATION**

**§ 4-110 RS-1 - Single Family Residential District Regulations.**

The following regulations apply to all uses in RS-1 districts:

|                                                                                             |                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                                                        | With public water and sewer: 20,000 square feet.<br>With individual water or sewer: 1 acre as directed by DHEC.                                                                                                                                                                  |
| <b>Utility capacity:</b>                                                                    | The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning. |
| <b>Minimum lot area for non-residential uses</b>                                            | Utility substations and water towers: 10,000 square feet.<br>Other: 1 acre                                                                                                                                                                                                       |
| <b>Minimum lot width at building line:</b>                                                  | With public water and sewer: 70 feet.<br>Other: 130 feet.                                                                                                                                                                                                                        |
| <b>Minimum front yard depth:</b>                                                            | 25 feet from road right-of-way                                                                                                                                                                                                                                                   |
| <b>Minimum setback from second street frontage:</b>                                         | Side street on corner lot - 12 feet.<br>Rear street on double frontage lot - 50 feet.                                                                                                                                                                                            |
| <b>Minimum side yard:</b>                                                                   | <u>Principal structure</u> - 15 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.                                                                                                                                            |
| <b>Minimum rear yard:</b>                                                                   | <u>Principal structure</u> - 20 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.                                                                                                                                            |
| <b>Minimum setback from a pre-existing Commercial, Industrial or Agricultural District:</b> | One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.                                                                                                                            |
| <b>Maximum structure height:</b>                                                            | Thirty-five (35) feet to the roof line [not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]                                                                                                             |
| <b>Visibility requirements:</b>                                                             | <u>Corner lot</u> : no obstruction between heights of 3 and 10 feet above finished street level within 15 feet of intersection of street right-of-way lines.<br><u>Private drive</u> : no obstruction over 30 inches high within 10 feet of street                               |



## Chester County, South Carolina

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

### ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 2-28-25 Case # CCTA25-04 Invoice # ✓

NAICS CODE Number: ✓

#### APPLICANT INFORMATION

NAME: Chester County, SC, c/o J. Ward (Planning Director)

MAILING ADDRESS: Street/PO Box/Town/State/Zip

1476 JA Cochran Bypass, Chester, SC 29706

Telephone Number(s): Home \_\_\_\_\_ Work 377-8683 Cell \_\_\_\_\_

#### SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Zoning Ordinance § 4-112: RG-1: <sup>Multi</sup> Single-Family Residential District  
Regulations

#### REASON FOR PROPOSED TEXT CHANGE:

To ensure good land use planning and strengthen existing subdivision  
codes, while protecting the rezoning process.

Applicant (s) Signature: Joy Ward Date: 2/11/2025

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

*Original Text*

**Chapter 4: DISTRICT REGULATION**

**§ 4-112 RG-1 - Multi-family Residential District Regulations.**

The following regulations apply to all uses in RG-1 districts:

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                                                        | <u>Single family</u> : With public water and sewer: 10,000 square feet.<br>With public water; individual sewer: ½ acre as directed by DHEC.<br>With individual water and sewer: 1 acre as directed by DHEC.<br><u>Multi-family</u> : 12,000 square feet for first dwelling unit;<br>3,000 square feet for second dwelling unit; thereafter 2,500 square feet for each additional dwelling unit. |
| <b>Minimum lot area for non-residential uses</b>                                            | Utility substations and water towers: 10,000 square feet.<br>Other: As specified in conditions, or none.                                                                                                                                                                                                                                                                                        |
| <b>Minimum lot width at building line:</b>                                                  | With public water and sewer: 70 feet.<br>Other: 130 feet.                                                                                                                                                                                                                                                                                                                                       |
| <b>Minimum front yard depth:</b>                                                            | Residential uses: 25 feet from road right-of-way<br>Other uses: 35 feet from road right-of-way                                                                                                                                                                                                                                                                                                  |
| <b>Minimum setback from second street frontage:</b>                                         | Side street on corner lot - 12 feet.<br>Rear street on double frontage lot - 50 feet.                                                                                                                                                                                                                                                                                                           |
| <b>Minimum side yard:</b>                                                                   | <u>Principal structure</u> - 15 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.                                                                                                                                                                                                                                                           |
| <b>Minimum rear yard:</b>                                                                   | <u>Principal residential structure</u> - 20 feet from interior rear lot line.<br><u>Other principal uses</u> : 30 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.                                                                                                                                                                         |
| <b>Minimum setback from a pre-existing Commercial, Industrial or Agricultural District:</b> | One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.                                                                                                                                                                                                                                           |
| <b>Multi-family development additional regulations:</b>                                     | Maximum length of structure: 200 feet.<br>Setback from other residential buildings in development: 30 feet.                                                                                                                                                                                                                                                                                     |
| <b>Maximum structure height:</b>                                                            | Thirty-five (35) feet to the roof line [not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]                                                                                                                                                                                                                            |

**Zoning Ordinance  
Chester County  
South Carolina**

**Chapter 4  
§ 4-112**

*Text Change*

**Chapter 4: DISTRICT REGULATION**

**§ 4-112      RG-1 - Multi-family Residential District Regulations.**

The following regulations apply to all uses in RG-1 districts:

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                                                        | Single family: With public water and sewer: 10,000 square feet.<br>With public water; individual sewer: ½ acre as directed by DHEC.<br>With individual water and sewer: 1 acre as directed by DHEC.<br>Multi-family: 12,000 square feet for first dwelling unit;<br>3,000 square feet for second dwelling unit; thereafter 2,500 square feet for each additional dwelling unit. |
| <b>Utility capacity:</b>                                                                    | <i>The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.</i>                                                                                         |
| <b>Minimum lot area for non-residential uses</b>                                            | Utility substations and water towers: 10,000 square feet.<br>Other: As specified in conditions, or none.                                                                                                                                                                                                                                                                        |
| <b>Minimum lot width at building line:</b>                                                  | With public water and sewer: 70 feet.<br>Other: 130 feet.                                                                                                                                                                                                                                                                                                                       |
| <b>Minimum front yard depth:</b>                                                            | Residential uses: 25 feet from road right-of-way<br>Other uses: 35 feet from road right-of-way                                                                                                                                                                                                                                                                                  |
| <b>Minimum setback from second street frontage:</b>                                         | Side street on corner lot - 12 feet.<br>Rear street on double frontage lot - 50 feet.                                                                                                                                                                                                                                                                                           |
| <b>Minimum side yard:</b>                                                                   | <u>Principal structure</u> - 15 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.                                                                                                                                                                                                                                           |
| <b>Minimum rear yard:</b>                                                                   | <u>Principal residential structure</u> - 20 feet from interior rear lot line.<br><u>Other principal uses</u> : 30 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.                                                                                                                                                         |
| <b>Minimum setback from a pre-existing Commercial, Industrial or Agricultural District:</b> | One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.                                                                                                                                                                                                                           |
| <b>Multi-family development additional regulations:</b>                                     | Maximum length of structure: 200 feet.<br>Setback from other residential buildings in development: 30 feet.                                                                                                                                                                                                                                                                     |



## Chester County, South Carolina

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

### ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 2/28/25 Case # CCTA 25-05 Invoice # ✓

NAICS CODE Number: ✓

#### APPLICANT INFORMATION

NAME: Chester County, SC, c/o J. Ward (Planning Director)

MAILING ADDRESS: Street/PO Box/Town/State/Zip

1476 JA Cochran Bypass, Chester, SC 29706

Telephone Number(s): Home \_\_\_\_\_ Work 377-8663 Cell \_\_\_\_\_

#### SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Zoning Ordinance § 4-114: RG-2 - General Residential District Regulations

#### REASON FOR PROPOSED TEXT CHANGE:

To ensure good land use planning and strengthen existing subdivision codes, while protecting the rezoning process.

Applicant (s) Signature: Joy L Ward Date: 2/11/2025

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

Original Text

Chapter 4 DISTRICT REGULATIONS

§ 4-114 RG-2 - General Residential District Regulations

The following regulations apply to all uses in RG-2 districts:

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                                                        | <u>Single family</u> : With public water and sewer: 10,000 square feet.<br>With public water; individual sewer: ½ acre as directed by DHEC.<br>With individual water and sewer: 1 acre as directed by DHEC.<br><u>Multi-family</u> : 12,000 square feet for first dwelling unit;<br>3,000 square feet for second dwelling unit; thereafter<br>2,500 square feet for each additional dwelling unit.<br><u>Manufactured home parks</u> : eight (8) acres. |
| <b>Minimum lot area for non-residential uses</b>                                            | Utility substations and water towers: 10,000 square feet.<br>Other: As specified in conditions, or none.                                                                                                                                                                                                                                                                                                                                                |
| <b>Minimum lot width at building line:</b>                                                  | With public water and sewer: 70 feet.<br>Other: 130 feet.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Minimum front yard depth:</b>                                                            | Residential uses: 25 feet from road right-of-way<br>Other uses: 35 feet from road right-of-way                                                                                                                                                                                                                                                                                                                                                          |
| <b>Minimum setback from second street frontage:</b>                                         | Side street on corner lot - 12 feet.<br>Rear street on double frontage lot - 50 feet.                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Minimum side yard:</b>                                                                   | <u>Principal structure</u> - 15 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.                                                                                                                                                                                                                                                                                                                   |
| <b>Minimum rear yard:</b>                                                                   | <u>Principal residential structure</u> - 20 feet from interior rear lot line.<br><u>Other principal uses</u> : 30 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.                                                                                                                                                                                                                                 |
| <b>Minimum setback from a pre-existing Commercial, Industrial or Agricultural District:</b> | One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.                                                                                                                                                                                                                                                                                                   |
| <b>Multi-family development additional regulations:</b>                                     | Maximum length of structure: 200 feet.<br>Setback from other residential buildings in development: 30 feet.                                                                                                                                                                                                                                                                                                                                             |
| <b>Maximum structure height:</b>                                                            | Thirty-five (35) feet to the roof line [not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]                                                                                                                                                                                                                                                                                    |

**Zoning Ordinance  
Chester County  
South Carolina**

**Chapter 4  
§ 4-114**

*Text Change*

**Chapter 4 DISTRICT REGULATIONS**

**§ 4-114 RG-2 - General Residential District Regulations**

The following regulations apply to all uses in RG-2 districts:

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                                                        | <u>Single family</u> : With public water and sewer: 10,000 square feet.<br>With public water; individual sewer: ½ acre as directed by DHEC.<br>With individual water and sewer: 1 acre as directed by DHEC.<br><u>Multi-family</u> : 12,000 square feet for first dwelling unit;<br>3,000 square feet for second dwelling unit; thereafter<br>2,500 square feet for each additional dwelling unit.<br><u>Manufactured home parks</u> : eight (8) acres. |
| <b>Utility capacity:</b>                                                                    | The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning.                                                                                                                                                                        |
| <b>Minimum lot area for non-residential uses</b>                                            | Utility substations and water towers: 10,000 square feet.<br>Other: As specified in conditions, or none.                                                                                                                                                                                                                                                                                                                                                |
| <b>Minimum lot width at building line:</b>                                                  | With public water and sewer: 70 feet.<br>Other: 130 feet.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Minimum front yard depth:</b>                                                            | Residential uses: 25 feet from road right-of-way<br>Other uses: 35 feet from road right-of-way                                                                                                                                                                                                                                                                                                                                                          |
| <b>Minimum setback from second street frontage:</b>                                         | Side street on corner lot - 12 feet.<br>Rear street on double frontage lot - 50 feet.                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Minimum side yard:</b>                                                                   | <u>Principal structure</u> - 15 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.                                                                                                                                                                                                                                                                                                                   |
| <b>Minimum rear yard:</b>                                                                   | <u>Principal residential structure</u> - 20 feet from interior rear lot line.<br><u>Other principal uses</u> : 30 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.                                                                                                                                                                                                                                 |
| <b>Minimum setback from a pre-existing Commercial, Industrial or Agricultural District:</b> | One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.                                                                                                                                                                                                                                                                                                   |
| <b>Multi-family development additional regulations:</b>                                     | Maximum length of structure: 200 feet.<br>Setback from other residential buildings in development: 30 feet.                                                                                                                                                                                                                                                                                                                                             |



## Chester County, South Carolina

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

### ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 2-28-25 Case # CCTA25-06 Invoice #       /      

NAICS CODE Number:       /      

#### APPLICANT INFORMATION

NAME: Chester County, SC, c/o J. Ward (Planning Director)

MAILING ADDRESS: Street/PO Box/Town/State/Zip

1476 JA Cochran Bypass, Chester, SC 29706

Telephone Number(s): Home                      Work 377-8663 Cell                     

#### SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:

Zoning Ordinance § 4-116: LC - Limited Commercial District Regulations

#### REASON FOR PROPOSED TEXT CHANGE:

To ensure good land use planning and strengthen existing subdivision codes, while protecting the rezoning process.

Applicant (s) Signature: Joy 2 Ward Date: 2/11/2025

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00.

SOMEONE ELSE MAY REPRESENT YOU AT THE MEETING.

*Original Text*

**Chapter 4 DISTRICT REGULATIONS**

**§ 4-116 LC - Limited Commercial District Regulations.**

The following regulations apply to all uses in LC districts:

|                                                         |                                                                                                                                                                                                                                                    |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                    | <u>Single family</u> : With public water and sewer: 10,000 square feet.<br>With public water; individual sewer: ½ acre or as directed by DHEC.<br>With individual water and sewer: 1 acre or as directed by DHEC.<br><u>Multi-family</u> : 1 acre. |
| <b>Minimum lot area for non-residential uses</b>        | <u>Utility substations and water towers</u> : 10,000 square feet.<br><u>Other</u> : As specified in conditions, or none.                                                                                                                           |
| <b>Minimum lot width at building line:</b>              | <u>With public water and sewer</u> : 70 feet.<br><u>Other</u> : 130 feet.                                                                                                                                                                          |
| <b>Minimum street frontage</b>                          | 50 feet.                                                                                                                                                                                                                                           |
| <b>Minimum front yard depth:</b>                        | 30 feet from road right-of-way; except gasoline island may be 20 feet from road right-of-way.                                                                                                                                                      |
| <b>Minimum setback from second street frontage:</b>     | Side street on corner lot - 10 feet.<br>Rear street on double frontage lot - 30 feet.                                                                                                                                                              |
| <b>Minimum side yard:</b>                               | <u>Principal structure</u> - 10 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.<br><u>All uses</u> - 30 feet from a residential district.                                                    |
| <b>Minimum rear yard:</b>                               | <u>Principal structure</u> - 15 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.<br><u>All uses</u> - 30 feet from a residential district.                                                    |
| <b>Multi-family development additional regulations:</b> | Maximum length of structure: 200 feet.<br>Setback from other residential buildings in development: 30 feet.                                                                                                                                        |
| <b>Maximum structure height:</b>                        | 35 feet to the roof line [not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]                                                                                             |
| <b>Outdoor storage:</b>                                 | Wrecked or junk vehicles prohibited. Outdoor storage of materials used in assembly, fabrication or processing limited to 25% of floor area of buildings on same lot is permitted if screened from view from public right-of-way.                   |
| <b>Visibility requirements:</b>                         | <u>Corner lot</u> : no obstruction between heights of 3 and 10 feet above finished street level within 15 feet of intersection of street right-of-way lines.<br><u>Private drive</u> : no obstruction over 30 inches high within 10 feet of street |

**Zoning Ordinance  
Chester County  
South Carolina**

**Chapter 4  
§ 4-116**

*Text Change*

**Chapter 4 DISTRICT REGULATIONS**

**§ 4-116 LC - Limited Commercial District Regulations.**

The following regulations apply to all uses in LC districts:

|                                                         |                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum residential lot area:</b>                    | <u>Single family</u> : With public water and sewer: 10,000 square feet.<br>With public water; individual sewer: ½ acre or as directed by DHEC.<br>With individual water and sewer: 1 acre or as directed by DHEC.<br><u>Multi-family</u> : 1 acre.                               |
| <b>Utility capacity:</b>                                | The planned number of units in a subdivision using public water and sewer shall not exceed the guaranteed allotment for those utilities. Should the water and sewer guarantee expire before the development construction begins, the zoning shall revert to the previous zoning. |
| <b>Minimum lot area for non-residential uses</b>        | Utility substations and water towers: 10,000 square feet.<br><u>Other</u> : As specified in conditions, or none.                                                                                                                                                                 |
| <b>Minimum lot width at building line:</b>              | <u>With public water and sewer</u> : 70 feet.<br><u>Other</u> : 130 feet.                                                                                                                                                                                                        |
| <b>Minimum street frontage</b>                          | 50 feet.                                                                                                                                                                                                                                                                         |
| <b>Minimum front yard depth:</b>                        | 30 feet from road right-of-way; except gasoline island may be 20 feet from road right-of-way.                                                                                                                                                                                    |
| <b>Minimum setback from second street frontage:</b>     | Side street on corner lot - 10 feet.<br>Rear street on double frontage lot - 30 feet.                                                                                                                                                                                            |
| <b>Minimum side yard:</b>                               | <u>Principal structure</u> - 10 feet from interior side lot line.<br><u>Accessory structure</u> - 6 feet from interior side lot line.<br><u>All uses</u> - 30 feet from a residential district.                                                                                  |
| <b>Minimum rear yard:</b>                               | <u>Principal structure</u> - 15 feet from interior rear lot line.<br><u>Accessory structure</u> - 6 feet from interior rear lot line.<br><u>All uses</u> - 30 feet from a residential district.                                                                                  |
| <b>Multi-family development additional regulations:</b> | Maximum length of structure: 200 feet.<br>Setback from other residential buildings in development: 30 feet.                                                                                                                                                                      |
| <b>Maximum structure height:</b>                        | 35 feet to the roof line [not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]                                                                                                                           |



**Carolina Community Actions, Inc.**  
[www.carolinacommunityactions.org](http://www.carolinacommunityactions.org)

### **History**

On August 20, 1964, President Lyndon Johnson signed into law the Economic Opportunity Act as part of his "War on Poverty," which created the nationwide Community Action Network. The purpose was to expand educational opportunities, eliminate poverty, provide health and financial assistance to the elderly, and increase assistance for the poor and unemployed. The York County Economic Opportunity Commission, already established, initiated Carolina Community Actions, Inc. (CCA) on August 2, 1965 to incorporate Chester, Lancaster and York counties as the service area. The said purpose of the corporation "is to do all things necessary and proper under the Economic Opportunity Act of 1964, Public Law 88-452, and/or subsequent related federal legislation or under any applicable state, county or local legislation which has as intent to aid in improving the education, economic opportunities, living environment and general welfare of the people living in Chester, Lancaster and York counties in South Carolina, either directly or through other private or public organizations." On December 8, 1965, CCA was officially recognized and approved by the Office of Economic Opportunity (OEO) and received its first grant funds. Due to the geographic service area being altered through federal directions and actions, the Board of Directors voted on November 4, 1974 to amend the charter to incorporate Union County as part of the CCA service area. Fairfield County was included in the CCA service area in 1998. CCA is currently the designated community action agency for Chester, Fairfield, Lancaster, Union and York Counties of South Carolina.

### **Mission**

CCA's mission is to mitigate poverty issues by empowering individuals, families and communities to achieve self-reliance. The resulting outcome will be that economically disadvantaged people will live with dignity while achieving their full potential.

### **Programs/Services**

#### **Community Services Block Grant (CSBG) - Chester, Fairfield, Lancaster, Union and York Counties**

- **Self-Sufficiency** - The program is designed to use a case management approach to assist socio-economically challenged adults in becoming self-sufficient thereby improving their quality of life. This program provides education/training (GED, Occupational Skills Training, etc) and employment placement assistance as well as other support mechanisms to help individuals to obtain the necessary skills and prepare them to become marketable and achieve success in the work place.
- **General Emergency Assistance Program (GEAP)** - This program helps meet the emergency needs of eligible families. The program provides rental assistance up to a maximum of \$1,000 to individuals facing immediate evictions. In order to receive rental assistance, the applicant must be able to show documented proof (example check stubs) of sustainability, which is the ability to maintain the rental payments with the assistance of the agency.
- **Nutrition Assistance Program** – This program is designed to assist households with enhancing their nutrition educational skills. Nutrition education and identification of resources are provided. Customers completing the training receive food vouchers.
- **Youth Leadership Program (YLP)** - This program is designed to provide income-eligible high-school students with educational opportunities that targets improvements in academic, behavioral and social interaction, resulting in increased self-sufficiency. Students who complete the program will develop interpersonal skills and leadership characteristics that will aid them in meeting their goals and building healthy relationships. Through the program's work experience, youth participants (ages 15-19) develop strategies for decision-making and learn independence and responsibility.

#### **Low Income Home Energy Assistance Program (LIHEAP) - Chester, Fairfield, Lancaster, Union and York Counties**

- The LIHEAP Program operates from January 1 through December 31. This program is designed to help low income households meet their home heating and cooling needs and increase energy

efficiency, thereby reducing the probability of disconnection resulting from an energy burden. Once the minimum income eligibility criteria is established, priority is then given to vulnerable households; particularly those that use a large portion of the income to pay for their home energy needs. Vulnerable households are those with members who are elderly, disabled, have children age 5 or younger and households with income at or below 150% of the Federal Poverty Levels. Services are provided primarily on an emergency basis.

#### **Head Start & Early Head Start Programs - Chester, Union and York Counties**

- Head Start is a comprehensive child development program that has served low-income families since 1965. This child-focused program serves children, ages three to five years, and their families with the goal of increasing school readiness in children. Services are provided for 9 to 10 months.
- Early Head Start's services target infants, toddlers, and pregnant women, to enhance the development of very young children, and to promote healthy family functioning. Early Head Start provides intensive services beginning before birth and continuing during the critical first three years of life. The services are available in Chester, Union and York counties for 11 months during the year.
- Head Start services provided:
  - **Education**: The education component provides children of all ethnic backgrounds and developmental levels with varied experiences that will help them develop socially, intellectually, physically, and emotionally.
  - **Health**: A comprehensive health program that includes physical, dental, medical, and nutritional services is provided to all enrolled children.
  - **Special Needs**: Educational opportunities are made available to all children diagnosed with disabilities regardless of their family's income. An individualized special education program is provided for children with special needs.
  - **Parent Engagement**: Planned programs and activities support the parent's role as the principal influence in their child's education and development. Parents are provided opportunities to serve on program policy-making and planning committees.
  - **Nutrition**: Nutritious meals are served through family style at each Head Start Center.
  - **Social Services**: Families develop Family Partnership Agreements with their local Head Start Center. These agreements are designed to help families set goals, which will improve the conditions and quality of family life.

#### **Weatherization Assistance Program (WAP) - Chester, Fairfield, Lancaster, Union and York Counties**

The Weatherization Assistance Program is the largest residential energy efficiency and retrofit program in the United States. Its mission is to reduce energy cost to low-income persons using a whole-house approach to improve the energy efficiency of the home. Weatherization Specialists use state of the art diagnostic equipment to reduce energy cost and improve the comfort and indoor quality of the home while ensuring the health and safety of the household. Some of the energy measures include: air sealing; installation of attic and wall insulation; sealing and insulating ducts; installation of carbon monoxide monitors, smoke detectors, compact florescent light bulbs, etc.

#### **Locations**

Administrative Office - 138 S. Oakland Avenue • Rock Hill, SC 29730 • 803.329.5195  
Chester County – 133 Saluda Street, Chester, SC 29706 • 803.385.5205  
Fairfield County – 414B Congress Street • Winnsboro, SC 29180 • 803.635.3606  
Lancaster County – 101 South Wylie Street • Lancaster, SC 29720 • 803.285.2034  
Union County – 506-A Duncan Bypass • Union, SC 29379 • 864.427.0336  
York County – 546 S. Cherry Road, Suite L • Rock Hill, SC 29732 • 803.366.5537  
Edgemoor Head Start Center – 1966 Westbrook Road • Edgemoor, SC 29712 • 803.789.3040  
North Chester Head Start Center – 2135 Quinn Road • Chester, SC 29706 • 803.581.6854  
Jonesville Head Start Center – 514 Alman Street • Jonesville, SC 29353 • 864.674.6014  
Avery Lake Head Start Center - 100 Lestina Court • Fort Mill, SC 29715 • 803.802.7587  
Clover Head Start Center (*Blue Eagle Academy*) - 300 Clinton Street • Clover, SC 29710 • 803.222-0736  
Rock Hill Head Start Center - 929 Sylvia Circle • Rock Hill, SC 29730 • 803.328.3074  
York Head Start Center (*York One Academy*) - 37 Pinckney Street • York, SC 29745 • 803.368.2093

## Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district (except the At Large District) during the entire time of service. A member who moves residence from the district from which appointed, or from the county, automatically vacates the position.* Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to [kdonaldson@chestercountysc.gov](mailto:kdonaldson@chestercountysc.gov).

Date: March 10, 2025

Board or Commission Appointment being sought: Carolina Community Actions

Name: Angela Perry Occupation: Supervisor

Street Address: [REDACTED]

Mailing Address: (if different from above) \_\_\_\_\_

Telephone (Home): N/A Cell: 803-374-7604

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

[REDACTED]: 02-10-67 [REDACTED] F

If recommended by a Council Member, indicate their name: \_\_\_\_\_

In which Council District do you reside? Please indicate (1-7) 2

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

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

Signature: Angela Perry

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.

- |                                                                              |                                                            |
|------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Accommodation Tax Board                             | <input type="checkbox"/> Lewis Fire Protection District    |
| <input type="checkbox"/> Chester County Historical Cemeteries Advisory Board | <input type="checkbox"/> Olde English District             |
| <input type="checkbox"/> Airport Commission                                  | <input type="checkbox"/> Parks and Recreation Board        |
| <input type="checkbox"/> Assessment of Appeals Board                         | <input type="checkbox"/> Planning Commission               |
| <input type="checkbox"/> Catawba Mental Health Board                         | <input type="checkbox"/> Radio Users Advisory Committee    |
| <input type="checkbox"/> Catawba Regional Council of Government              | <input type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce Investment Board         | <input type="checkbox"/> Rural Fire Commission             |
| <input type="checkbox"/> Chester County Library Board                        | <input type="checkbox"/> Solid Waste Advisory Board        |
| <input type="checkbox"/> Chester Metropolitan District Commission            | <input type="checkbox"/> Zoning Board of Appeals           |
| <input type="checkbox"/> Construction Board of Appeals                       |                                                            |
| <input type="checkbox"/> Fort Lawn Fire Protection District Commission       |                                                            |
| <input type="checkbox"/> Gateway Steering Committee                          |                                                            |
| <input type="checkbox"/> Hazel Pittman Center Board                          |                                                            |
| <input type="checkbox"/> John Keziah Park Advisory Board                     |                                                            |
| <input type="checkbox"/> Lando Fire Protection District                      |                                                            |

Carolina Community Actions

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Date: 3-4-25

Board or Commission Appointment being sought: RICHBURG FIRE BOARD

Name: CHARLIE BARBA BARBER Occupation: RETIRED

Street Address: 4861 LYNN RD.

Mailing Address: (if different from above) \_\_\_\_\_

Telephone (Home): [REDACTED] Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Do you live in Chester County ☒ yes / ☐ no.

Date of Birth: [REDACTED]

If recommended by a Council Member, indicate their name: John Agee JR

In which Council District do you reside? Please indicate (1-7) 1

Are you presently serving on a County Board or Commission? yes If "yes" when does your term expire?  
    /    /    

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

Signature: Charlie Barber

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.

- |                                                                              |                                                            |
|------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Accommodation Tax Board                             | <input type="checkbox"/> Lewis Fire Protection District    |
| <input type="checkbox"/> Chester County Historical Cemeteries Advisory Board | <input type="checkbox"/> Olde English District             |
| <input type="checkbox"/> Airport Commission                                  | <input type="checkbox"/> Parks and Recreation Board        |
| <input type="checkbox"/> Assessment of Appeals Board                         | <input type="checkbox"/> Planning Commission               |
| <input type="checkbox"/> Catawba Mental Health Board                         | <input type="checkbox"/> Radio Users Advisory Committee    |
| <input type="checkbox"/> Catawba Regional Council of Government              | <input type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce Investment Board         | <input type="checkbox"/> Rural Fire Commission             |
| <input type="checkbox"/> Chester County Library Board                        | <input type="checkbox"/> Solid Waste Advisory Board        |
| <input type="checkbox"/> Chester Metropolitan District Commission            | <input type="checkbox"/> Zoning Board of Appeals           |
| <input type="checkbox"/> Construction Board of Appeals                       |                                                            |
| <input type="checkbox"/> Fort Lawn Fire Protection District Commission       |                                                            |
| <input type="checkbox"/> Gateway Steering Committee                          |                                                            |
| <input type="checkbox"/> Hazel Pittman Center Board                          |                                                            |
| <input type="checkbox"/> John Keziah Park Advisory Board                     |                                                            |
| <input type="checkbox"/> Lando Fire Protection District                      |                                                            |

### Application for Chester County, South Carolina Boards and Commissions

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Date: 10/2/24

Board or Commission Appointment being sought: Richburg Fire Protection District Board

Name: Denise Rice Occupation: Bookkeeper

Street Address: 4627 Betty Dixon Rd, Richburg, SC, 29729

Mailing Address: (if different from above) \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Do you live in Chester County X yes / \_\_\_\_\_ no.

Date of \_\_\_\_\_

If recommended by a Council Member, indicate their name: Jel A. [Signature]

In which Council District do you reside? Please indicate (1-7) District 1

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

1/1/

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

Signature: Denise Rice

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.

- |                                                                 |                                                                       |
|-----------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> Accommodation Tax Board                | <input type="checkbox"/> Lewis Fire Protection District               |
| <input type="checkbox"/> Ad-Hock Burnt House Cemetery           | <input type="checkbox"/> Olde English District                        |
| <input type="checkbox"/> Airport Commission                     | <input type="checkbox"/> Parks and Recreation Board                   |
| <input type="checkbox"/> Assessment of Appeals Board            | <input type="checkbox"/> Planning Commission                          |
| <input type="checkbox"/> Catawba Mental Health                  | <input type="checkbox"/> Radio Users Advisory Committee               |
| <input type="checkbox"/> Catawba Regional Council of Government | <input checked="" type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce             | <input type="checkbox"/> Rural Fire Commission                        |
| <input type="checkbox"/> Chester County Library                 | <input type="checkbox"/> Solid Waste Advisory Board                   |
| <input type="checkbox"/> Chester Metropolitan District          | <input type="checkbox"/> Zoning Board of Appeals                      |
| <input type="checkbox"/> Construction Board of Appeals          |                                                                       |
| <input type="checkbox"/> Fort Lawn Fire Protection District     |                                                                       |
| <input type="checkbox"/> Gateway Steering Committee             |                                                                       |
| <input type="checkbox"/> Hazel Pittman Center                   |                                                                       |
| <input type="checkbox"/> John Keziah Park                       |                                                                       |
| <input type="checkbox"/> Lando Rural Fire                       |                                                                       |

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Date: March 3, 2025

Board or Commission Appointment being sought: Zoning Board of Appeals

Name: Melvin B. Jackson Occupation: Masonry Contractor (Self)

Street Address: 1033 Hamilton Road, Chester, SC 29706

Mailing Address: (if different from above) \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Do you live in Chester County ☒ yes / ☐ no.

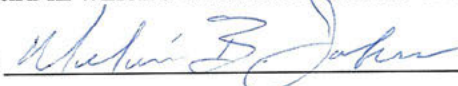
Date of Birth: \_\_\_\_\_

If recommended by a Council Member, indicate their name: Bobby Raines

In which Council District do you reside? Please indicate (1-7) 3

Are you presently serving on a County Board or Commission? \_\_\_\_\_ If "yes" when does your term expire?  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

Signature: 

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.

- |                                                                              |                                                             |
|------------------------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Accommodation Tax Board                             | <input type="checkbox"/> Lewis Fire Protection District     |
| <input type="checkbox"/> Chester County Historical Cemeteries Advisory Board | <input type="checkbox"/> Olde English District              |
| <input type="checkbox"/> Airport Commission                                  | <input type="checkbox"/> Parks and Recreation Board         |
| <input type="checkbox"/> Assessment of Appeals Board                         | <input type="checkbox"/> Planning Commission                |
| <input type="checkbox"/> Catawba Mental Health Board                         | <input type="checkbox"/> Radio Users Advisory Committee     |
| <input type="checkbox"/> Catawba Regional Council of Government              | <input type="checkbox"/> Richburg Fire District Commission  |
| <input type="checkbox"/> Catawba Regional Workforce Investment Board         | <input type="checkbox"/> Rural Fire Commission              |
| <input type="checkbox"/> Chester County Library Board                        | <input type="checkbox"/> Solid Waste Advisory Board         |
| <input type="checkbox"/> Chester Metropolitan District Commission            | <input checked="" type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals                       |                                                             |
| <input type="checkbox"/> Fort Lawn Fire Protection District Commission       |                                                             |
| <input type="checkbox"/> Gateway Steering Committee                          |                                                             |
| <input type="checkbox"/> Hazel Pittman Center Board                          |                                                             |
| <input type="checkbox"/> John Keziah Park Advisory Board                     |                                                             |
| <input type="checkbox"/> Lando Fire Protection District                      |                                                             |