

# **Chester County Council Meeting**

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

#### **AGENDA**

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. APPROVAL OF MINUTES
  - a) February 18, 2025 Council Meeting Minutes
- 4. CITIZEN'S COMMENTS
- 5. PUBLIC HEARING
  - 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) 1st 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.
- b) <u>1st Reading of Ordinance 2025-8</u> 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.
- 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
- d) <u>2<sup>nd</sup> Reading of Ordinance 2025-7</u>
  Approving the execution and delivery of a development agreement between the County and Vista Resources, LLC; and providing for other related matters.

- e) 3rd 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.
- f) Resolution 2025-7 Authorizing the transfer of ownership of K-9 Deputy Reba to York County Sheriff's Office.

#### 7. ADMINISTRATOR'S REPORT

#### 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.
- 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.
- 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.
- d) From CCTC:
  - 1. Approval of Roads to be Paved for 2025 using One-Time C-Funds

#### 9. NEW BUSINESS

- a) Approval of a contract with Samsara, Inc. for connected fleet management
- b) <u>1st Reading of CCMA25-01</u> 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.
- c) 1st 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."

- d) 1st 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."
- e) 1st 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."
- f) 1st 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."
- g) 1st 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."
- h) 1st 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."

#### 10. BOARDS AND COMMISSIONS

- a) Radio Users Advisory Committee Re-appointment representing E-911
- b) Radio Users Advisory Committee Re-appointment representing the Fire Chief's Association
- c) Richburg Fire Protection District Re-appointment Councilman John Agee, District 1

- d) Board of Assessment Appeals Appointment Councilman Bobby Raines, District 3
- e) Chester County Library Board Appointment *Councilman Mike Vaughn, District 2*

#### 11. EXECUTIVE SESSION

- 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

- 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

#### 14. 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				
Citizens Comments:	Public Hearings:			
Each citizen will be limited to three minutes.	Each speaker will be limited to three minutes.			
When introduced:	Anyone addressing Council will be called out of order if you:			
Approach the podium, state your name and address.	Use profanity.			
Speak loudly and clearly, making sure that the microphone is not obstructed.	Stray from the subject.			
Do not address the audience – direct all comments to Council.	Make comments personally attacking an individual member of Council.			
Do not approach the Council table unless directed.				



# **Chester County Council Meeting**

R. Carlisle Roddey Government Building 1476 J A Cochran Bypass | Chester, SC 29706 Tuesday, February 18, 2025 | 6:00 PM

#### **MINUTES**

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

#### 1. CALL TO ORDER

Chairman Wilson called the meeting to order and confirmed a quorum of council present at 6pm.

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

The allegiance was recited and invocation given by Councilman Vaughn.

#### 3. SPECIAL PRESENTATION OF J. MITCHELL GRAHAM AWARD

Bill Robinson, SC Association of Counties President
Mr. Bill Robinson presented the J. Mitchell Graham Memorial Award to Chester County. He recognized the
county's project "Enhancing Emergency Response: Leveraging Technology for Coordinated Effort to Protect
Schools" as the 2024 award winner. Mr. Robinson highlighted how the project involved mobilizing 10
different agencies and developing a mobile app to manage 30 different incidents across the county. He

Schools" as the 2024 award winner. Mr. Robinson highlighted how the project involved mobilizing 10 different agencies and developing a mobile app to manage 30 different incidents across the county. He praised the project's innovation and community impact, describing it as a shining example of best practices in local government. Robinson congratulated the council and Emergency Management team for their efforts in implementing this successful project.

#### 4. APPROVAL OF MINUTES

- a) February 3, 2025 Council Meeting Minutes Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 6-0 to approve.
- b) February 10, 2025 Council Workshop Minutes

  Vice Chair Mosley motioned to approve, seconded by Councilman Vaughn. Vote 6-0 to approve.

#### 5. CITIZEN'S COMMENTS

None

#### 6. PUBLIC HEARING

Chairman Wilson opened the public hearing and noted that a speaker signed up to speak in regard to item e (Ordinance 2025-5).

a) Ordinance 2025-1 An ordinance authorizing the issuance and sale of not exceeding \$250,000 fire protection district improvement revenue bonds of Chester County, South Carolina, for the purpose of defraying the cost of improvements to the Richburg Fire Protection District; prescribing the form and details of the bond; providing for the payment of the principal of and interest on the bond from the revenues derived from the operation of the system; providing for the acceptance and administration of grants and donations; creating and establishing certain funds and accounts; and making other covenants and agreements in connection with the foregoing; and other related matters.

- b) Ordinance 2025-2 An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and P2280; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.
- c) 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.
- d) Ordinance 2025-4 An ordinance authorizing the execution and delivery of an infrastructure credit agreement by and between Chester County and Project P2443, including any related or affiliated entities and any sponsor affiliates, whereby Chester County will enter into an infrastructure credit arrangement with the company; and providing for other related matters.
- e) Ordinance 2025-5 An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and Project P2373; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto
  - Janet Robinson (564 Ecology Ln.), Director of Government Affairs and Communications for Princeton New Energy, addressed council. She thanked the council for their support and provided an update on Princeton New Energy's project in Chester County. Ms. Robinson explained that the company had held a groundbreaking last June and their equipment had since arrived and was being assembled inside the factory. She stated that the company would be processing advanced black mass for lithium-ion batteries, primarily from dry manufacturing scrap. Ms. Robinson expressed excitement about the project's progress and looked forward to welcoming the council to the commissioning in the near future.

### 7. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

a) 2<sup>nd</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.

Administrator Hester provided some clarifications and proposed amendments to Ordinance 2025-6 at the meeting. Mr. Hester explained that he had gone and spoken with the Chiefs Association, reading through the ordinance word-for-word and explaining some areas in detail. This helped to alleviate some of the initial concerns about the ordinance. Administrator Hester then proposed two specific changes. First, he suggested adding a sentence to Section 5.02 stating that the appointment of a fire department representative to the board should follow the department's rank

structure, if feasible. Secondly, he proposed changing the timeline in Section 6.04 from 30 days to 7 days for the fire service board to forward meeting minutes to the county council. Mr. Hester indicated that the changes were more of administrative changes intended to provide clarification and improve the efficiency of the process.

- Vice Chair Mosley motioned to approve the second reading of Ordinance 2025-6 with amendments of 5.02 and 6.04, seconded by Councilman Vaughn. Vote 6-0 to approve.
- b) Resolution 2025-5 Providing for changes to the county employee/personnel handbook relating to parental leave, professional conduct and workplace relationships, recruitment procedures, holidays, and annual leave; and providing for other related matters.
  - Councilman Vaughn motioned to approve, seconded by Vice Chair Mosley. Vote 6-0 to approve.
- c) <u>Resolution 2025-6</u> To Gift the Service Weapon to Deputy Charles McKenzie Councilman Agee motioned to approve, seconded by Councilman Raines. Vote 6-0 to approve.
- d) Consideration of Woodhaven Phase I Bond Reduction

  Attorney Michael Kozlarek addressed items D and E together, which involved the bond reduction
  for Woodhaven Phase One and the approval of the Woodhaven Phase Two bond. Mr. Kozlarek
  explained that any public infrastructure, such as roads, water, and sewer, was required by state
  law to be bonded, whether the county was doing the work directly or it was part of a development
  project. Mr. Kozlarek stated that the payment and performance bonds ensured that if the
  contractor defaulted on the work or payments, the bonding company would step in to complete
  the infrastructure. He noted that the bond amounts had been reviewed by a professional engineer
  and presented to the zoning administrator before being brought to the council for approval, as
  required by the county's land use regulations. Attorney Kozlarek also mentioned that many local
  governments handled these types of administrative bond approvals within the planning or zoning
  department, rather than bringing them to the council level, which was something the council may
  have wanted to consider as a policy going forward.
  - Councilman Agee motioned to approve, seconded by Councilman Raines. Vote 6-0 to approve.
- e) Consideration of Woodhaven Phase II Bond Approval Councilman Agee motioned to approve, seconded by Vice Chair Mosley. Vote 6-0 to approve.

#### 8. ADMINISTRATOR'S REPORT

Administrator Hester informed the council that the landfill transfer station would be closed from February 20-24 for new concrete installation. During this time, regular garbage pickup would continue, and the recycling centers would operate normally, with a backup plan to take the waste directly to Lancaster or Columbia if needed. Mr. Hester also shared that the Dawson Drive baseball complex donation from Springs was moving forward, with the county currently completing a phase one environmental study on the property before finalizing the land acquisition. Additionally, he noted that a special called CTC meeting would be held on March 3 to discuss DOT road funds and select additional roads to meet the 25% requirement. Regarding capital projects, Administrator Hester reported that the Lewis Fire Station had reached substantial completion, with only minor landscaping items remaining, and the Rodman Sports Complex was on track for mid-June completion, despite some weather-related delays. He also stated that the new animal shelter project was scheduled to start on February 25 and be completed within 360 days. Lastly, Hester mentioned that Emergency Management Director Ed Darby was closely monitoring the weather for any potential winter weather impacts.

#### 9. CONSENT AGENDA

Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 6-0 to approve.

a) 3<sup>rd</sup> Reading of CCMA24-16 Antwon Caldwell request Tax Map #079-05-10-005-000 located at 590 Beltline Road, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Single Family Residential District (RS-1). The Planning Commission voted 5-0 to approve.

#### b) 3<sup>rd</sup> Reading of Ordinance 2025-1

An ordinance authorizing the issuance and sale of not exceeding \$250,000 fire protection district improvement revenue bonds of Chester County, South Carolina, for the purpose of defraying the cost of improvements to the Richburg Fire Protection District; prescribing the form and details of the bond; providing for the payment of the principal of and interest on the bond from the revenues derived from the operation of the system; providing for the acceptance and administration of grants and donations; creating and establishing certain funds and accounts; and making other covenants and agreements in connection with the foregoing; and other related matters.

#### c) 3<sup>rd</sup> Reading of Ordinance 2025-2

An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and P2280; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

#### d) 3rd Reading of Ordinance 2025-4

An ordinance authorizing the execution and delivery of an infrastructure credit agreement by and between Chester County and Project P2443, including any related or affiliated entities and any sponsor affiliates, whereby Chester County will enter into an infrastructure credit arrangement with the company; and providing for other related matters.

#### e) 3<sup>rd</sup> Reading of Ordinance 2025-5

An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and Project P2373; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

#### f) 2<sup>nd</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.

#### **10. OLD BUSINESS**

#### a) FROM CCTC:

- 1. Reimbursement approval for Road and Sign Materials to the Chester County Roads Department in the amount of \$98,634.42 Councilman Vaughn motioned to approve, seconded by Councilman Raines. Vote 6-0 to approve.
- 2. Consideration of usage of One-Time Monies in the amount of \$100,000 to fund small projects

  Vice Chair Mosley motioned to approve, seconded by Councilman Vaughn. Vote 6-0 to approve.

#### 11. NEW BUSINESS

#### a) Fiscal Year 2024 Audit Report

Tommy Darby, Treasurer

Tommy Darby, the County Treasurer, presented the fiscal year 2024 audit report to the council. Darby began by stating that the county had received an unmodified opinion, which is the highest opinion that can be given on a set of financial statements. He also noted that the audit had been submitted on time by the January 1 deadline. Mr. Darby then shared the county's strong financial position, with a total fund balance of \$18.3 million and an additional \$2.8 million in capital reserves, for a total fund balance of \$21.1 million. Darby expressed his gratitude to the finance staff for their hard work and long hours in preparing for the audit. He also mentioned that the county had put a fund balance policy in place a few years ago, and this year they were able to contribute \$1.1 million to the capital reserve fund. After Darby's introduction, he invited the auditor, Marc Wood, to provide a detailed presentation on the various aspects of the audit report, highlighting the county's strong financial management and compliance. Marc Wood, auditor with Sheheen Hancock, and Godwin LLC, presented the details of the fiscal year 2024 audit report to the council. Mr. Wood began by stating that the county had received an unmodified opinion, which was the highest opinion that could be given on a set of financial statements. He noted that the audit had been submitted on time this year, as it was Wood's second year working with the county. Mr. Wood then walked through the key financial information from the report. He stated that the county's total assets were \$43.2 million, with total liabilities of \$24.8 million, leaving a fund balance of \$18.3 million. For the proprietary funds, the total assets and deferred outflows were \$3.9 million, with total liabilities of \$2.3 million, resulting in a net position of \$1.5 million. Mr. Wood praised the work of the county administrator, Brian Hester, and the finance staff, including Tommy Darby, Liz, and Haley, for their responsiveness and hard work in supporting the audit process. He acknowledged that the audit could be disruptive to their daily operations, but the staff had been very helpful in providing the necessary information. Mr. Wood concluded that the county should be very pleased with the audit results, which demonstrated strong financial management and compliance.

#### 12. BOARDS AND COMMISSIONS

None

#### 13. EXECUTIVE SESSION

Vice Chair Mosley motioned to enter executive session, seconded by Councilman Raines. Vote 6-0 to enter 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 – Vista Resources, LLC
- b) 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 P2493

#### 14. ACTIONS FOLLOWING EXECUTIVE SESSION

Vice Chair Mosley motioned to return to regular session, seconded by Councilman Raines. Vote 6-0 to return to regular session.

- a) 1st Reading of Ordinance 2025-7 (Title Only)
  Approving the execution and delivery of a development agreement between the County and Vista Resources, LLC; and providing for other related matters.

  Councilman Vaughn motioned to approve the first reading of Ordinance 2025-7, seconded by Vice Chair Mosley. Vote 6-0 to approve.
- b) Action taken regarding Project P2493 Chairman Wilson stated Project P2493 was taken as information only.

#### 15. COUNCIL COMMENTS

None

#### 16. ADJOURN

Vice Chair Mosley motioned to adjourn, seconded by Councilman Raines. Vote 6-0 to adjourn.

7:54pm Kristie Donaldson Clerk to County Council

#### CHESTER COUNTY, SOUTH CAROLINA

#### ORDINANCE NO. 2025-6

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.

**WHEREAS**, Chester County, South Carolina ("County"), acting by and through its County Council ("County Council"), is empowered by the provisions of the South Carolina Constitution and the South Carolina Code Annotated, for example, South Carolina Code Annotated sections 4-9-30(6), *et seq.*, to provide for the dissolution, modification and establishment of agencies, departments, boards, commissions and positions as may be necessary to provide proper services of local concern for public purposes;

**WHEREAS**, the County previously created the Board of Rural Fire Control for Chester County, which is often referred to as Rural Fire Board ("Rural Fire Board"), for the purpose of fire protection and control to study and survey the fire protection and control problems in the County formulate a comprehensive plan of fire control, to obtain the maximum fire control at minimum cost to the taxpayers of the county, and establish appropriate fire response areas as codified the creation and operation of the Rural Fire Board in Chester Code of Ordinances Division 4, section 2-354, *et seq.*;

**WHEREAS**, to enhance transparency of financial decisions regarding the allocation of county fire funds, thereby enhancing services to taxpayers, and eliminating duplication of services in order to provide the residents of the County with quality fire protection services, the County intends to abolish and dissolve the Board of Rural Fire Control for Chester County ("Rural Fire Board") and establish Chester County Fire Service Board" or "Board").

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

#### 1.0 Implementation

#### 1.01 Authority to establish the Chester County Fire Service Board

Pursuant to the County Council's general designation of power to provide for the public health, safety, and general welfare of residents of the County by establishing agencies, departments, boards, commissions and positions to provide services of local concern for public purposes. The Council may establish the functions of each board and commission and is tasked with regulating the created entity pursuant to the provisions of South Carolina Code Annotated section 4-9-30(6), *et seq.* Councils may abolish, merge or modify said agencies, departments, boards, commissions and positions as appropriate to meet the needs of the County.

Furthermore, the County Council shall provide for the appointment of certain boards, committees, and commissions by adopting an ordinance when such is not provided by general law or the Constitution pursuant to South Carolina Code Annotated section 4-9-170.

#### 2.0 Establishment and Purpose of Fire Service Board; dissolution of Rural Fire Board

**2.01** The County Council adopts this Ordinance creating the Chester County Fire Service Board, to incorporate the functions and responsibilities of the Rural Fire Board, thereby streamlining

- governance and improving decision-making processes.
- **2.02** The County Council intends that the Fire Service Board created by this Ordinance be empowered to collaborate on strategic use of resources to best serve our community's fire service needs and allow communication to seamlessly flow to Chester County Fire and County Council.
- **2.03** The Fire Service Board shall focus efforts on improving and maintaining nationally recognized standards and improving transparency as to fiduciary information.
- **2.04** The County Council dissolves and abolishes the Rural Fire Board to be immediately reconstituted as the Fire Service Board as set forth in this Ordinance.

#### 3.0 Authority and Scope

- **3.01** All County funds allocated to each fire district will be mandated to go through Chester County Fire. This centralization of purchasing authority is designed to ensure accountability, adherence to regulatory standards, follow procurement policies, and optimal use of taxpayer resources.
- **3.02** The Fire Service Board will be presented with past data, projected data and growth, projected budgets and other resources to properly analyze and drive decisions when preparing a budget or long-term goals for the betterment of the entire County.
- 3.03 Any vehicle purchased with County allocated funds or insured by the County shall be owned by and properly titled in the name of the County and shall not be subject to disposal or sale without the approval of Council;
- **3.04** The Chester County Hazardous Materials (HAZMAT) Response Team is incorporated with the Fire Service Board. The Board may adopt rules and regulations for administration and discharge of the duties imposed upon it by law.

#### 4.0 Duties

- 4.01 Fire Service Board will be responsible for the following:
  - Preparing an annual assessment of fire protection services in the County including a budget designed to meet those needs for presentation to Council;
  - Recommend priorities of fire service needs and creating a comprehensive plan as to replacement of equipment and apparatus after review of data;
  - Establish ad hoc committees, formed by members of the Fire Service Board, for advisory on specific item(s) and findings shall be reported back to the Board;
  - Establish minimal standards for county wide fire codes to provide guidance as to a fine/fee schedule for false alarms, inspections and inspection violations;
  - Establish policies, training standards, standard operating guidelines and procedures to create parity amongst fire departments and promulgate such standards;
  - Withdraw any county-owned equipment from any department that fails to meet the

- standards prescribed by the Board concerning facilities and equipment and to disapprove any purchase by a department not budgeted;
- Establish recruitment strategies and retention initiatives for volunteers and full-time staff;

#### 5.0 Governance

- 5.01 The body of the Fire Service Board does not have any powers or duties which would conflict with or supersede the powers and duties of the County Council, the County Administrator, or any other boards or commissions.
- 5.02 The Fire Service Board will consist of the twelve current fire chiefs of each department representing a diverse array of experience and expertise within the fire service.
  - If a fire chief steps down or is removed from the position of fire chief, the fire chief is automatically removed from the Fire Service Board and the assistant fire chief shall serve on the Fire Service Board, until a new fire chief is appointed. The assistant fire chief should notify the Deputy Director of Chester County Fire as soon as reasonably possible to bring the matter to the Fire Service Board's attention during the next meeting scheduled.
  - In the event of a fire chief being unable to attend a regularly scheduled meeting, the chief shall appoint an officer within the department to attend the meeting in his or her place.
  - If the fire chief is unable to serve on the board, the chief and district board shall appoint an officer to represent the district and serve on the Fire Service Board. If feasible, the officer appointed should follow the department's rank structure. The appointment shall be provided in writing to the Chairperson as notification of the district's appointment.
- 5.03 The Deputy Director of Chester County Fire will preside over the meetings as the Chairperson. The Deputy Director will be allowed to vote in situations as to break a tie vote. In the event of the Deputy Director of Chester County Fire service is vacated or incapacitated and unable to serve for an extended period of time, the Chester County Emergency Services Director shall assume the responsibilities of the Chairperson until the Deputy Director position is filled.
  - 5.03(a) Responsibilities of Deputy Director as Chairperson for the Fire Service Board
    - Provide collected and projected data to the Fire Service Board;
    - Ensure all meeting dates, agendas and meeting minutes will be published by the office of Emergency Services;
    - Conduct meeting in accordance with <u>Robert's Rules of Order</u>, County ordinances, and in accordance with Section 30-4-10 et seq. of the Code of Laws of South Carolina of 1976 as amended, also known as the Freedom of Information Act ("Act"), and as such is required to give public notice of its meetings and agendas.
- 5.04 A vice chair shall be nominated and voted upon in the first meeting in July or as soon as possible

thereafter. The vice chair's responsibilities include appointing members of the ad hoc committees and conducting meetings in the absence of the Deputy Director of Chester County Fire. The vice chair shall serve a term of two (2) years to run concurrent with the fiscal year.

5.05 A secretary will be provided by the County to take meeting minutes and satisfy all notice requirements.

#### **6.0 Meetings**

- 6.01 Meetings will be held on the first and third Thursday of each month, January to April. During the months of May to December there will only be one meeting per month scheduled for the first Thursday of the month.
- 6.02 To conduct business, a quorum of 7 must be present. Voting decisions will be based on a majority vote for all recommendations and business.
- 6.03 Agenda requests shall be submitted to the Chairperson one week in advance of the regularly scheduled meeting.
- 6.04 Upon approval of the meeting minutes by the Fire Service Board, the meeting minutes shall be forwarded to County Council within seven (7) days.

#### 7.0 Attendance

7.01 A member is subject to immediate removal following the unexcused absence from four (4) regularly scheduled meetings during the twelve (12) month period. Absences due to sickness, bereavement, vacation, unexpected duty related emergencies, and Family Medical Leave Act constitute excused absences. The Board may vote to excuse any absence by simple majority.

7.02 In extreme circumstances, if a member of the Fire Service Board is removed due to excessive absences, the Chairperson will report to the board of the district and request the district find a suitable replacement to represent the interests of that department.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW] [REMAINDER OF PAGE INTENTIONALLY BLANK]

## CHESTER COUNTY, SOUTH CAROLINA

		By:
		Pete Wilson, Chair, County Council
		Chester County, South Carolina
[SEAL]		
Attest:		
Kristie Donaldson, Cler Chester County, South	•	_
First Reading: Second Reading: Public Hearing: Third Reading:	February 3, 2025 February 18, 2025 March 3, 2025 March 3, 2025	

#### 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.

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

## CHESTER COUNTY, SOUTH CAROLINA

	By:_	
	·	Pete Wilson, Chairman
		Chester County Council
[SEAL]		
[0]		
Attest:		
Tittest.		
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	



Mr. Brian Hester, Administrator Chester County 1476 J.A. Cochran Bypass Chester, South Carolina 29706

RE:

Town of Great Falls CPST Visitors Center

Town of Great Falls, Chester County,

South Carolina

Project No.: 23104-0012

Dear Mr. Hester,

On December 12, 2024, at 2:00 PM, the Town of Great Falls received five (5) Responsive Bids from potential contractors for the Town of Great Falls Capital Penny Sales Tax (CPST) Visitors Center in the Town of Great Falls, Chester County. Alliance Consulting Engineers, Inc. has reviewed the bids received and prepared the enclosed Certified Bid Tabulation, Bid Opening Proceedings, and Bid Opening Sign-In Sheet for the referenced project for your consideration.

Based on a review of the bids submitted and the Contractor's Qualifications, Alliance Consulting Engineers, Inc. recommends that the Contract for the Town of Great Falls CPST Visitors Center in the Town of Great Falls, Chester County be awarded to the low, responsive, responsible bidder J. M. Cope, Inc. of Rock Hill, South Carolina, for the Total Base Bid Amount of \$2,624,000. Based on current market conditions, the costs provided by the low, responsive, responsible bidder, J. M. Cope, Inc. are reasonable.

If Chester County are in agreement with the recommendation outlined above, please sign and date the three (3) enclosed copies of the Notice of Intent to Award and return all three (3) copies to our office at your earliest convenience.

If you have any questions or comments regarding the above information, please contact our office at (864) 284-1740.

Very truly yours,

Adam Hogan

ALLIANCE CONSULTING ENGINEERS, INC.

Adam R. Hogan, P.E., LEED Green Associate Vice President

Enclosures

cc: Mr. Harold Hayes, Chester County w/ enclosures

Honorable Keevi Worthy, Mayor Pro Tem, Town of Great Falls w/ enclosures Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.

## CERTIFIED AS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED

Adam R. Hogan, P.E., LEED Green Associate
Vice President

#### BIDS RECEIVED

PROJECT: Town of Great Falls CPST Visitors Center

Town of Great Falls, Chester County

ENGINEER PROJECT NO.: 23104-0012

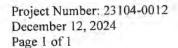
PLACE: Great Falls Town Hall

810 Dearborn Street

Great Falls, South Carolina 29055

DATE: December 12, 2024 at 2:00 PM

CONTRACTOR	TOTAL BASE BID	
J. M. Cope, Inc. (Rock Hill, South Carolina)	\$2,624,000	1
Brantley Construction Services, LLC DBA Brantley Construction Company, LLC (Charleston, South Carolina)	\$2,993,000	2
Southern Builders of York County, Inc. (Rock Hill, South Carolina)	\$3,570,000	3
Solid Structures (Lexington, South Carolina)	\$4,110,243	4
Leitner Construction Co. of the Carolinas (Charlotte, North Carolina)	\$4,790,000	5









# Bid Opening Proceedings Town of Great Falls CPST Visitors Center Town of Great Falls, Chester County, South Carolina December 12, 2024 – 2:00 PM

Place: Great Falls Town Hall

810 Dearborn Street

Great Falls, South Carolina 29055

Attendees: Mr. Dean Oang, Associate AIA, LS3P Architects, Ltd

Mr. Adam Finlayson, Associate AIA, LS3P Architects, Ltd

Mr. Bob Bartholomew, Solid Structures Ms. Rachael Rice, Brantley Construction Ms. Crystal McLaughlin, J. M. Cope, Inc. Mr. Willie Lumpkin, Southern Builders

Mr. Adam Hogan, P.E., Alliance Consulting Engineers, Inc.

Prior to the Bid Opening, Mr. Adam Hogan confirmed that the Town of Great Falls had received five (5) Bids. The Bid Opening Sign-In Sheet was distributed for the attendees to sign. At 2:00 PM, Mr. Hogan of Alliance Consulting Engineers, Inc. verified the time and the Bid Opening was called to order. Mr. Hogan welcomed those in attendance to the Bid Opening for the Town of Great Falls CPST Visitors Center Project in Chester County.

Mr. Oang with LS3P Architects, Ltd reviewed the Bid Packages submitted from the five (5) prospective Bidders. Mr. Oang opened the Bids, verified they were complete with Bid Bonds present and read aloud the Base Bid amounts, both in words and numbers for clarity, list of Subcontractors and Time for Project Completion. Mr. Oang stated that a Schedule of Values breakdown of the Lump Sum Bids would be requested from the two (2) lowest bidders.

Upon opening the five (5) Bids, Mr. Oang stated that the apparent low bidder for the Town of Great Falls CPST Visitors Center Project in Chester County was J. M. Cope, Inc. of Rock Hill, South Carolina, and stated that Alliance Consulting Engineers, Inc. in conjunction with the Town of Great Falls and LS3P Architects, Ltd would evaluate the Bids based on the criteria stated in the Bid Documents and provide a recommendation for the successful Contractor for the Town of Great Falls CPST Visitors Center Project in Chester County. Mr. Hogan stated that the selection of the successful Contractor should be made within approximately four (4) to eight (8) weeks.

Mr. Hogan inquired if there were any additional questions. Upon receiving no questions, Mr. Hogan stated that on behalf of the Town of Great Falls, Alliance Consulting Engineers, Inc., and LS3P Architects, Ltd, they appreciated everyone's participation in preparing Bids for the project. After no further questions or comments, the Bid Opening Meeting was adjourned at 2:15 PM.









# BID OPENING SIGN-IN SHEET

Project Name: Town of Great Falls CPST Visitors Center, Town of Great Falls in Chester County, South Carolina

Project No.: 23104-0012 LS3P Project No.: 3701-0012

Bid Location: Great Falls City Hall, 810 Dearborn Street, Great Falls, South Carolina 29055

Bid Date: Thursday, December 12, 2024, 2:00 PM

DIFASE	PRINT	CLEARLY

NAME	COMPANY NAME	ADDRESS	Phone	Email
ADAM HOGAN, P.E.	ALLIANCE CONSULTING ENGINEERS, INC.	124 VERDAE BLVD, SUITE SOS, GREENVILLE, SC 29607	(864) 508 - 0110	ahagan @ alliance (E. com
BOB BARTHOLOMEW	SOLID STRUCTURES	861 MUDDY SPRINGS RD LEXINGTOD, SCZ9 073	803-520-0127	ESTIMATING-@SOLIPSTRUCTURES.
rystal McLaughlin	JM Cope	199 South Cherry Rd, Rock Hill, SC 29730	803-329-3250	cmclaughlin@jmcope.com
Villie Lumpkin	Southern Builders	150 Oakland Ave Suite 201, Rock Hir, 29730	803-517-1468	Willie @ Southern brilgers. Biz
Reded Rice	Brankley Construction	8300 Dorchester road North Clarks law SC 29418	843 552 0 150	Christmal brunkly construction, com
DEAN DANG	L53P			
ADAM FINLAYSON	LS3P			
25/11/20				
				-



#### **SECTION 00 50 01**

#### NOTICE OF INTENT TO AWARD

OWNER:		Chester	County	
		(Nan	ne)	
PROJECT:		Town of Great Falls C	PST Visitors Center	
Alliance Consulting I	Engineers, Ir	nc. Project No. 23104-0	0012	
TO ALL BIDDERS				
This is to notify all bi	idders that it	is the intent of the ow	ner to award a con	tract as follows:
NAME OF BIDDER:	J. M. Cope,	Inc.		
DATES BIDS WEF RECEIVED:	RE	December 12, 2024		
AMOUNT OF BAS	E BID:		\$	2,624,000
				e and has submitted the er subject to the contrac
(PRIN	NT OR TYPE	NAME)	(AWARD AU	JTHORITY TITLE)
	(SIGNAT	URE)	])	DATE POSTED)
POST A CO	PY OF THIS I	ORM AT THE LOCATI	ON ANNOUNCED A	AT BID OPENING

#### **SECTION 00 50 01**

#### NOTICE OF INTENT TO AWARD

OWNER:		Chester	County	
		(Nan	ne)	
PROJECT:		Town of Great Falls C	PST Visitors Center	
Alliance Consulting I	Engineers, Ir	nc. Project No. 23104-0	0012	
TO ALL BIDDERS				
This is to notify all bi	idders that it	is the intent of the ow	ner to award a con	tract as follows:
NAME OF BIDDER:	J. M. Cope,	Inc.		
DATES BIDS WEF RECEIVED:	RE	December 12, 2024		
AMOUNT OF BAS	E BID:		\$	2,624,000
				e and has submitted the er subject to the contrac
(PRIN	NT OR TYPE	NAME)	(AWARD AU	JTHORITY TITLE)
	(SIGNAT	URE)	])	DATE POSTED)
POST A CO	PY OF THIS I	ORM AT THE LOCATI	ON ANNOUNCED A	AT BID OPENING

#### **SECTION 00 50 01**

#### NOTICE OF INTENT TO AWARD

OWNER:		Chester	County	
		(Nan	ne)	
PROJECT:		Town of Great Falls C	PST Visitors Center	
Alliance Consulting I	Engineers, Ir	nc. Project No. 23104-0	0012	
TO ALL BIDDERS				
This is to notify all bi	idders that it	is the intent of the ow	ner to award a con	tract as follows:
NAME OF BIDDER:	J. M. Cope,	Inc.		
DATES BIDS WEF RECEIVED:	RE	December 12, 2024		
AMOUNT OF BAS	E BID:		\$	2,624,000
				e and has submitted the er subject to the contrac
(PRIN	NT OR TYPE	NAME)	(AWARD AU	JTHORITY TITLE)
	(SIGNAT	URE)	])	DATE POSTED)
POST A CO	PY OF THIS I	ORM AT THE LOCATI	ON ANNOUNCED A	AT BID OPENING



Mr. Wesley Drummond, President J. M. Cope, Inc. 199 South Cherry Road, Suite 101 Rock Hill, South Carolina 29732

RE: Town of Great Falls CPST Visitors Center Town of Great Falls, Chester County, South Carolina Project No.: 23104-0012

Dear Mr. Drummond,

Alliance Consulting Engineers, Inc. would like to take this opportunity to thank you for your interest and time in preparing and submitting a Bid for the Town of Great Falls Capital Penny Sales Tax (CPST) Visitors Center in the Town of Great Falls, Chester County on December 12, 2024. Enclosed is a copy of the Certified Bid Tabulation, Bid Opening Proceedings, and Bid Opening Sign-In Sheet for the referenced project for your information and file.

Based on a review of the bids submitted, Alliance Consulting Engineers, Inc. has recommended to the Town of Great Falls and Chester County that as the low bidder your company, J. M. Cope, Inc. of Rock Hill, South Carolina be awarded the Contract for the Town of Great Falls CPST Visitors Center in the Town of Great Falls, Chester County, for the Total Base Bid Amount of \$2,624,000. The Bid Security that was submitted with your bid for the referenced project will be returned to your office upon receipt of the Performance and Payment Bonds and execution of a contract for the project.

If you have any questions or comments regarding the above information, please contact our office at (864) 284-1740.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Adam R. Hogan, P.E., LEED Green Associate Vice President

#### Enclosures

cc: Mr. Brian Hester, Chester County

Mr. Harold Hayes, Chester County

Honorable Keevi Worthy, Mayor Pro Tem, Town of Great Falls

Ms. Crystal McLaughlin, J. M. Cope, Inc.

Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.



Mr. John W. Leitner, President Leitner Construction Company 1800 Saluda Road Rock Hill, South Carolina 29730

RE:

Town of Great Falls CPST Visitors Center

Town of Great Falls, Chester County,

South Carolina

Project No.: 23104-0012

Dear Mr. Leitner,

Alliance Consulting Engineers, Inc. would like to take this opportunity to thank you for your interest and time in preparing and submitting a Bid for the Town of Great Falls Capital Penny Sales Tax (CPST) Visitors Center in the Town of Great Falls, Chester County on December 12, 2024. Enclosed is a copy of the Certified Bid Tabulation, Bid Opening Proceedings, and Bid Opening Sign-In Sheet for the referenced project for your information and file.

Based on a review of the Bids submitted, Alliance Consulting Engineers, Inc. has recommended to the Town of Great Falls and Chester County that the low bidder, J. M. Cope, Inc. of Rock Hill, South Carolina be awarded the contract for the Town of Great Falls CPST Visitors Center in the Town of Great Falls, Chester County for the Total Base Bid Amount of \$2,624,000. The Bid Security that was submitted with your bid has been enclosed.

If you have any questions or comments regarding the above information, please contact our office at (864) 284-1740.

Adam Hyan

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Adam Hogan, P.E., LEED Green Associate

Vice President

Enclosures

A d 0 5

cc: Mr. Brian Hester, Chester County

Mr. Harold Hayes, Chester County

Honorable Keevi Worthy, Mayor Pro Tem, Town of Great Falls

Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.



Ms. Sandi Brazell, Owner Solid Structures 861 Muddy Springs Road Lexington, South Carolina 29073

RE:

Town of Great Falls CPST Visitors Center

Town of Great Falls, Chester County,

South Carolina

Project No.: 23104-0012

Dear Ms. Brazell,

Alliance Consulting Engineers, Inc. would like to take this opportunity to thank you for your interest and time in preparing and submitting a Bid for the Town of Great Falls Capital Penny Sales Tax (CPST) Visitors Center in the Town of Great Falls, Chester County on December 12, 2024. Enclosed is a copy of the Certified Bid Tabulation, Bid Opening Proceedings, and Bid Opening Sign-In Sheet for the referenced project for your information and file.

Based on a review of the Bids submitted, Alliance Consulting Engineers, Inc. has recommended to the Town of Great Falls and Chester County that the low bidder, J. M. Cope, Inc. of Rock Hill, South Carolina be awarded the contract for the Town of Great Falls CPST Visitors Center in the Town of Great Falls, Chester County for the Total Base Bid Amount of \$2,624,000. The Bid Security that was submitted with your bid has been enclosed.

If you have any questions or comments regarding the above information, please contact our office at (864) 284-1740.

Adam Hogan

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Adam Hogan, P.E., LEED Green Associate

Enclosures

A d 0 9

ce: Mr. Brian Hester, Chester County

Mr. Harold Hayes, Chester County

Honorable Keevi Worthy, Mayor Pro Tem, Town of Great Falls

Mr. Bob Bartholomew, Solid Structures

Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.

Vice President



Mr. Patrick Williamson, President Southern Builders of York County, Inc. 150 Oakland Avenue, Suite 201 Rock Hill. South Carolina 29730

RE:

Town of Great Falls CPST Visitors Center

Town of Great Falls, Chester County,

South Carolina

Project No.: 23104-0012

Dear Mr. Williamson,

Alliance Consulting Engineers, Inc. would like to take this opportunity to thank you for your interest and time in preparing and submitting a Bid for the Town of Great Falls Capital Penny Sales Tax (CPST) Visitors Center in the Town of Great Falls, Chester County on December 12, 2024. Enclosed is a copy of the Certified Bid Tabulation, Bid Opening Proceedings, and Bid Opening Sign-In Sheet for the referenced project for your information and file.

Based on a review of the Bids submitted, Alliance Consulting Engineers, Inc. has recommended to the Town of Great Falls and Chester County that the low bidder, J. M. Cope, Inc. of Rock Hill, South Carolina be awarded the contract for the Town of Great Falls CPST Visitors Center in the Town of Great Falls, Chester County for the Total Base Bid Amount of \$2,624,000. The Bid Security that was submitted with your bid has been enclosed.

If you have any questions or comments regarding the above information, please contact our office at (864) 284-1740.

Adam Hoge

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Adam Hogan, P.E., LEED Green Associate

Vice President

Enclosures

从山()()

cc: Mr. Brian Hester, Chester County

Mr. Harold Hayes, Chester County

Honorable Keevi Worthy, Mayor Pro Tem, Town of Great Falls

Mr. Willie Lumpkin, Southern Builders of York County, Inc.

Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.



Mr. Gary Brantley, President Brantley Construction Services, LLC DBA Brantley Construction Company, LLC 8300 Dorchester Road Charleston, South Carolina 29418

> Town of Great Falls CPST Visitors Center RE: Town of Great Falls, Chester County, South Carolina

Project No.: 23104-0012

Dear Mr. Brantley,

A d 0 5

Alliance Consulting Engineers, Inc. would like to take this opportunity to thank you for your interest and time in preparing and submitting a Bid for the Town of Great Falls Capital Penny Sales Tax (CPST) Visitors Center in the Town of Great Falls, Chester County on December 12, 2024. Enclosed is a copy of the Certified Bid Tabulation, Bid Opening Proceedings, and Bid Opening Sign-In Sheet for the referenced project for your information and file.

Based on a review of the Bids submitted, Alliance Consulting Engineers, Inc. has recommended to the Town of Great Falls and Chester County that the low bidder, J. M. Cope, Inc. of Rock Hill, South Carolina be awarded the contract for the Town of Great Falls CPST Visitors Center in the Town of Great Falls, Chester County for the Total Base Bid Amount of \$2,624,000. The Bid Security that was submitted with your bid has been enclosed.

If you have any questions or comments regarding the above information, please contact our office at (864) 284-1740.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Adam Hogan, P.E., LEED Green Associate

Vice President

Enclosures

Mr. Brian Hester, Chester County cc:

Mr. Harold Hayes, Chester County

Honorable Keevi Worthy, Mayor Pro Tem, Town of Great Falls

Ms. Racheal Rice, Brantley Construction Services, LLC

Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.

# CHESTER COUNTY, SOUTH CAROLINA ORDINANCE NO. 2025-7

APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND VISTA RESOURCES, LLC; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, according to the provisions of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, et seq. (collectively, "Act"), and Chester County Ordinance No. 2021-12, as amended by Ordinance No. 2023-12 (collectively, "Development Agreement Ordinance"), the Chester County Council ("County Council"), as the governing body of Chester County, South Carolina ("County") is authorized to enter into development agreements to provide for the County's development;

**WHEREAS**, the County adopts and incorporates by reference as if fully stated herein in their entirety the County's findings from the Development Agreement Ordinance;

**WHEREAS**, the County Planning Director has reviewed the proposed development agreement for the referenced project ("Development Agreement"), the substantially final form of which is attached to this Ordinance as Exhibit A, and which is incorporate herein by reference as if fully stated herein in its entirety and has confirmed to the Development Agreement Ordinance.

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

**Section 1.** *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in "WHEREAS" clauses above.

**Section 2.** *Development Agreement Requirements.* The County finds the Development Agreement meets the requirements of the Act and the Development Agreement Ordinance.

Section 3. Development Agreement Approval. According to the authority provided by the Act and the Development Agreement Ordinance, the Development Agreement, attached as Exhibit A, which is now before this meeting, is 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 Chairman 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 Development Agreement in the name and on behalf of the County, and thereupon to cause the Development Agreement to be delivered to the developer. The Development 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, or otherwise constitute a major or moderate modification as provided in the form of the Development Agreement, and which 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 Development Agreement now before this meeting.

#### Section 4. Additional Provisions.

- (a) The Chairman 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 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 AND ONE EXHIBIT FOLLOW] [REMAINDER OF PAGE SUBSTANTIVELY BLANK]

## CHESTER COUNTY, SOUTH CAROLINA

By:						
		Pete Wilson				
		Chair, County Council				
[SEAL]						
Attest:						
Vaistis Daniellan		<del>_</del>				
Kristie Donaldson						
Clerk to County Council						
First Reading:	February 18, 2025					
Second Reading:	March 3, 2025					
Public Hearing:	March, 2025					
Third Reading:	March, 2025					
Public Hearing:	March [], 2025					

# EXHIBIT A FORM OF DEVELOPMENT AGREEMENT (PROJECT VISTA)

(SPACE ABOVE	THIS LINE FOR RECORDING USE)	-
,	DEVELOPMENT AGREEMENT	
)	VISTA DEVELOPMENT	
	(SPACE ABOVE '	(SPACE ABOVE THIS LINE FOR RECORDING USE) ) DEVELOPMENT AGREEMENT ) VISTA DEVELOPMENT

This **DEVELOPMENT AGREEMENT** ("Agreement") is entered as of April [], 2025 ("Agreement Date"), by and among **VISTA RESOURCES, LLC**, a South Carolina limited liability company ("Developer"), and the **CHESTER COUNTY, SOUTH CAROLINA** ("County"), a body politic and corporate, a political subdivision of the State of South Carolina ("State"), each a "Party," collectively "Parties."

#### RECITALS

**WHEREAS,** the Developer owns legal title to certain real property consisting of approximately 45.091 acres, located in the County and known as Vista Development and more fully described in Section 1.04 of this Agreement ("Property"); and

WHEREAS, the County has rezoned the Property a PD (Planned Development) District; and

WHEREAS, the Developer and the County have determined that it is in the best interests of the County and the Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development; and

**WHEREAS,** The Developer desires to obtain from the County in connection with the development, and County is willing to provide, assurances: (1) that the Property is zoned a PD (Planned Development) District for the duration of this Agreement, (2) that at receipt of the Developer's development and construction permits, the Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

WHEREAS, in connection with the proposed development, the Developer and the County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

**NOW, THEREFORE,** in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, "Act") and Chester

County Ordinance No. 2021-12, as amended by Ordinance No. 2023-12 (collectively, "Development Agreement Ordinance"), the parties to this Agreement, intending to be legally bound, agree as follows:

#### ARTICLE I GENERAL

**Section 1.01. Incorporation.** The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

#### Section 1.02. Definitions.

- (A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:
  - (1) "County Council" means the governing body of Chester County, South Carolina.
  - (2) "Development Rights" means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
  - (3) "Development Agreement Ordinance" means Ordinance No. 2021-12, as amended by Ordinance No. 2023-12, of County which is referred to as the development agreement ordinance for Chester County, South Carolina.
  - (4) "UDO" means Ordinance No. [], as amended to be the most current adopted version on file with the County.
- (B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act, the Development Agreement Ordinance, and/or the UDO, as applicable.
  - **Section 1.03. Parties.** The Parties to this Agreement are the County and the Developer.
- **Section 1.04. Property.** This Agreement applies to three (3) parcels of land identified as Chester County, South Carolina Tax Map Nos. 079-01-17-013-000, 078-01-01-034-000, and 079-01-17-018-000, which is also referred to as the Property and reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.
- **Section 1.05. Zoning.** The Property is currently zoned PD (Planned Development) pursuant to Ordinance Nos. 2024-[], 2024-[], and 2024-[].

#### Section 1.06. Development Program.

- (A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.
- (B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of a conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety

#### Section 1.07. Development Schedule.

- (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.
- (B) The County and the Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. The County and the Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.
- (C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is 18 months after the Agreement Date.
- (D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective 45 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 45-day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the Parties may be rendered liable in any manner for the debts or obligations of any other party, to any person, firm, corporation, or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

#### Section 1.09. Benefits and Burdens.

- (A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.
- (B) Except for the owners and lessees of completed residences on individual lots who are the end users and not the Developers thereof and the owners and lessees of individual lots, who are not the Developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of the Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. The Developer must give notice to County of the transfer of property to a Developer in the manner prescribed in section 3.05.
- (C) The Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property, (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants for the Property so

all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

**Section 1.10. Term.** The term of this Agreement shall commence on the Agreement Date and terminate 10 years thereafter as provided herein or by the Act; provided, however that the Developer and the County may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

**Section 1.11. Required Information.** The Development Agreement Ordinance, requires a development agreement to include certain information. <u>Exhibit D</u> contains the required information or identifies where the information may be found in this Agreement. <u>Exhibit D</u> is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

### ARTICLE II REPRESENTATIONS AND WARRANTIES

#### Section 2.01. Representations and Warranties of County.

- (A) The County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.
- (B) The County has approved this Agreement by adoption of Ordinance No. 2025-[] in accordance with the procedural requirements of the Act, the Development Agreement Ordinance, and any other applicable state law.
- (C) The County represents that prior to the final reading of Ordinance No. 2025- that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### Section 2.02. Representations and Warranties of The Developer.

- (A) The Developer represents that the number of acres of highland contained in the Property is approximately 45.091 acres.
  - (B) The Developer represents that, as of the Agreement Date, it owns legal title to the Property.
- (C) The Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of the Developer.

### ARTICLE III DEVELOPMENT RIGHTS

#### Section 3.01. Vested Right to Develop.

(A) The County agrees that the Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of the Developer to develop the Property as set forth in this Agreement is deemed vested with the Developer for the term of this Agreement when the Developer has complied with all requirements of section 5.19 of this

#### Agreement.

- (B) The County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in <u>Exhibit E</u> to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.
- (C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in the Development Agreement Ordinance, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement.
- (D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.
- (E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer, storm water, roadway, or recreation infrastructure and the water, sewer, storm water, roadway, and recreation infrastructure must be installed, tested, and in acceptable condition or guaranteed with approved construction bond(s), before final plat approval.
- Section 3.02. Effect on Vested Rights Act and County Ordinance No. []. The Parties agree that vested rights conferred upon the Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including Section 6-29-1560, as amended, or the provisions of Ordinance No. [], the County's ordinance relating to the Vested Rights Act.

#### Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

- (A) It is recognized that laws and regulations will periodically change. The County shall not enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.
- (B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.
- (C) The Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by the County.

### Section 3.04. Development Permits.

(A) Notwithstanding this Agreement, the Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Sketch Plan approval;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Building permits; and
- (5) Sign permits.
- (B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.
- (C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

### Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee, provided, however, that the County as a result of the assignment does not release any current or subsequent Developer from any or all of its obligations under this Agreement taking place or to have taken place as a Developer during its ownership of the Property. If a purchaser, lessee, or other successor in interest of any portion of the Property becomes a Developer under this Agreement, then the each current and subsequent Developer remains, and the additional Developer becomes, responsible for the performance of the development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those certain Development Rights and development obligations with respect to the portion of Property conveyed or transferred as may be more specifically set forth in the Assignment.

The Developer may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05(A). Upon completion of the assignment, the Property Owner agrees to notify the County of such transfer and provide information in connection therewith, including the name, address and contact information for the transferee. This notification to the County shall occur prior to notification to third parties and/or a public announcement of the transfer.

Any Developer shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05(A) in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

- (B) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as the Developer successor in title to the Developer.
- (C) Notwithstanding anything to the contrary in this Agreement, the Developer shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Developer's subsidiaries and affiliates, to assume some or all of the Developer's Development Rights and/or development obligations pursuant to this Agreement ("Assumption"). The provisions of Section 3.05(A) hereof pertaining to Assignment of Development Rights and development obligations to the Developers shall not apply to an Assumption. Timely following any Assumption, the Developer shall notify the County of the identity and address of the person, firm, corporation, or entity for the purpose of Section 5.01 hereof, and such person, firm, corporation, or entity shall be substituted and considered the Developer under this Agreement. Where an Assumption pertains only to a portion of the Developer's Development Rights and/or development obligations pursuant to this Agreement, the Developer shall also notify the County of the extent to which the Development Rights and/or development obligations shall be assumed.

### ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the Property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

**Section 4.02. Payment of Costs.** In addition to any other fees for which this Agreement provides, the Developer shall pay the County's legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$10,000. Such amount shall be paid within 30 days of the Developer's receipt of an invoice for legal fees, which shall contain a generic (non-privileged) description of the services performed but need not include individual time entries and descriptions.

#### Section 4.03. Other Charges or Fees.

- (A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.
  - (B) As may be adjusted according to Section 4.05, hereof, all single-family detached dwellings shall be

subject to a \$5,000 development fee, payable by the building permit applicant to the County at the time of issuance of the building permit.

- **Section 4.04. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Developer, and many necessary infrastructure improvements and services will be provided by the Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:
- (A) Roads. The Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer is also responsible for maintenance of all roads that are not public roads and shall provide notice of such ownership and maintenance of all non-public roads as and no later than the date on which an individual lot is sold. The Developer acknowledges that the County will only accept and maintain as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.
- (B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following: Chester Metropolitan District, Chester County Wastewater Recovery, and/or some other public or private entity. The Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* the County. The County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer acknowledges that the County has no authority or responsibility for providing potable water services or sewer services in the County and that each service provider is a separate apart and distinct from the County over which the County has no control.
- (C) Storm Water Management. The Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by the Developer or a homeowners' association. The County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.
- (D) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.
- (E) Fire Service, Emergency Medical Service, and Law Enforcement. The Property is in the Richburg fire service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities.

- (F) School Services. Public school services are now provided by the Chester County School District. The Developer acknowledges that the County has no authority or responsibility for providing public school services in the County.
- (G) Recreation Facilities. The Developer shall provide for the construction and maintenance of all recreation facilities, which shall include a park and playground of, in aggregate, not less than 3.55 acres.

**Section 4.05. County Improvement Grant.** The County shall grant a portion of the impact fee (described in Section 4.03(B), above) collected from the Developer, for each single-family detached dwelling for which a certificate of occupancy is issued during the applicable time-frames of this Agreement, as follows (a) \$2,000, and (b) not to exceed \$500, if, in the County Council's sole discretion, the Developer has provided for upgraded amenities and/or provided other aspects of superior development.

### ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina
Attn: County Administrator

1476 J.A. Cochran Bypass (hand delivery/courier service)

Post Office Box 580

Chester, South Carolina 29706

With a Copy to (does not constitute notice):

King Kozlarek Root Law LLC Attn: Michael E. Kozlarek, Esq.

201 Riverplace Suite 500 (hand delivery/courier service)

Post Office Box 565

Greenville, South Carolina 29602-0565

To The Developer: Vista Resources, LLC

Attn:

[] (mail/hand delivery/courier service)

[],[]

With a Copy to (does not constitute notice):

[][]
Attn: []
[] (mail/hand delivery/courier service)
[], [] []

Section 5.02. Amendments.

- (A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Developer, and in compliance with the Act. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.
- (B) Any major modification of this Agreement shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act. Minor and moderate modifications to this Agreement, enumerated in <a href="Exhibit B">Exhibit B</a> attached hereto, may be made without a public hearing or an amendment of this Agreement upon mutual written consent of the County and the Developer. A proposed modification not enumerated in <a href="Exhibit B">Exhibit B</a> shall be deemed a major modification.
- (C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

**Section 5.03. Periodic Review.** At least every 12 months, the Planning Director for the County, or the designee of the Planning Director for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

#### Section 5.04. Breach of Agreement.

- (A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer 60 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.
- (B) If the Developer fails to cure the breach within 60 days, or if the breach cannot be cured within such 60 days period and the Developer does not commence to cure the breach within such 60 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.
- (C) Any other provision of this Agreement notwithstanding, should the Developer fail to (i) commence construction at the Property no later than 18 months after the Agreement Date, (ii) fail to complete at least 52 single-family detached dwellings in 4 years from the Agreement Date, and/or (iii) fail to complete at least 114 single-family detached dwellings in 6 years from the Agreement Date, then the Property shall automatically, without any further action of the County and/or the County Council, return to the zoning classification(s) in existence immediately prior to the enactment of Ordinance Nos. 2024-[], 2024-[], and 2024-[].

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third-Party Beneficiary. The provisions of this Agreement may be enforced only by

the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that the Developer shall record this Agreement with the County Clerk of Court within 14 days after the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** The County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. The County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Within 60 days of a receipt of a written request sent by the Developer to the County, the County shall issue an estoppel certificate in recordable form that with regard to the portion or all of the Property described in the request, and except as stated, to the best of the County's knowledge, without any inquiry, there are no violations or breaches of this Agreement. The estoppel certificate will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. If the County does not respond to such request within 60 days of its receipt, the Property described in the request shall be deemed in compliance with this Agreement.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign other Documents**. The County and the Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement, and the County and the Developer agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05 hereof. The County may assign its rights,

obligations, duties, and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

#### Section 5.15. Governing Law; Jurisdiction; and Venue.

- (A) This Agreement is governed by the laws of the State of South Carolina.
- (B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6th Judicial Circuit of the State of South Carolina.
- **Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.
- **Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.
- Section 5.18. Severability. If any part of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties hereto. In the event that any part or all of this Agreement is held to be void by a court of competent jurisdiction, the provisions of Ordinance 2025-[] shall remain effective until amended through such process as may be required for the amendment of the Ordinance 2021-[] by the County at the time of the amendment.
- Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, of the recorded Agreement. If the County Administrator has not received clocked-in copies of the Agreement within ten (10) business days after recording the Agreement with the Chester County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Developer. The obligation of the Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

#### Section 5.20. Indemnification Covenants.

- (A) Except as provided in paragraph (d) below, the Developer 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 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 Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.
- (C) The County may request the Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer 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 Developer is not entitled to settle any such claim without the consent of that Indemnified Party.

- (D) Notwithstanding anything in this Section or this Agreement to the contrary, the Developer is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under 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 negligence, bad faith, fraud, deceit, or willful misconduct.
- (E) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

[Two Signature Pages and [] Exhibits Follow] [Remainder of Page Intentionally Blank]

## IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.

<u>WITNESSES</u> :	THE DEVELOPER:
Name:	VISTA RESOURCES, LLC, A South Carolina Limited Liability Company
Traine.	
Name:	By: Its:
STATE OF	ACKNOWLEDGMENT
COUNTY OF)	ACKNOWLEDGMENT
to be the above-named person and acknowled	d proved to me through government-issued photo identification ged the execution and delivery of the within name ted and delivered the same as his/her own free act and deed.
Dated:	
	Notary Public for the State of
[NOTARIAL SEAL]	My commission expires:

<u>WITNESSES</u> :		COUNTY:					
		CHESTER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina					
Name:							
Name:		By: Brian Hester Its: County Administrator					
Attest:		[COUNTY SEAL]					
Karen Lee Clerk to County Council							
SOUTH CAROLINA CHESTER COUNTY	) )	ACKNOWLEDGMENT					
to be the above-named person and	acknowledge	proved to me through government-issued photo identification ed the execution and delivery of the within name d and delivered the same as his/her own free act and deed.					
Dated:							
		Notary Public for the State of					
		My commission expires:					
[NOTARIAL SEAL]							

## EXHIBIT A PROPERTY DESCRIPTION

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

### EXHIBIT B DEVELOPMENT PROGRAM

- 1. Vista Conceptual Rezoning Plan: The Vista Conceptual Rezoning Plan, which is attached hereto as Exhibit B-1, and the Vista Anticipated Project Schedule, which is attached hereto as Exhibit B-2, both of which are incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of public facilities, roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Vista Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.
- 2. Zoning District: The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.
- 3. Permitted Uses: The Property shall be permitted to include commercial development, including all permitted uses in the Limited Commercial District as set forth in the [CHESTER COUNTY ZONING ORDINANCE]. The Property shall also be permitted to be developed as a residential community to include single-family detached dwellings and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Vista Conceptual Rezoning Plan.
- 4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.
- 5. Dimensional Requirements: The Property shall comply with the dimensional requirements (i.e., building setbacks, height, and related provisions) specified in the UDO and noted in the table below:

### MODIFIED MINIMUM DIMENSIONAL STANDARDS\*

- a. Uses and densities for the development will be limited as shown on the Vista Conceptual Rezoning Plan.
- b. Commercial outpacel(s) shall meet the use requirements for the County's GC (General Commercial) zoning district.
- c. Maximum structure height shall be 35 feet (not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae).
  - d. Single Family Density:
    - i. Minimum lot width: 50'
    - ii. Minimum lot size: 6,500 square feet
    - iii. Minimum front setback: 25'
    - iv. Minimum side setback: 10'
    - v. Minimum rear setback: Interior Lot: 20'

Exterior Lot: 30'

- \* All other development standards shall conform to the General Provisions, Permitted Uses and Lot Information, Lot Standards, Transportation and Site Circulation, Environmental, Landscape, Open Space and Signage, Architecture, Phasing, and Fire provisions as generally set forth in the Vista Conceptual Rezoning Plan.
- 6. Maximum Development Intensity: The maximum number of residential units developed at the Property shall be limited to 114.
  - 7. Residential Section Site Layout and Architecture:
  - a. General Site Layout: The site layout shall generally conform to the Vista Conceptual Rezoning Plan.
  - b. Architecture: Architectural standards for buildings shall generally conform to the Vista Conceptual Rezoning Plan and exterior siding shall be cement-based, such as Hardie Board, with stone and/or brick as accent siding.
  - 8. Commercial Section-Site Layout and Architecture:
  - a. General Site Layout: The site layout shall generally conform to the Vista Conceptual Rezoning Plan.
  - b. Architectural Design and Materials: Architectural standards for buildings shall generally conform to the Vista Conceptual Rezoning Plan.
- 9. Open Space and Landscaping: A minimum of 35% of the total development acreage shall be set aside as open space including, but not limited to, parks, green space, buffers, and water quality facilities. All open space will be managed by the homeowners' association.
- 10. Transportation: Offsite and onsite improvements shall conform to Section D of the Vista Conceptual Rezoning Plan.
- 11. Modification of Development Program. It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to this Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.
- a. Minor Modifications: Minor Modifications shall only be to the Vista Conceptual Rezoning Plan. The Planning Director for the County shall determine what shall constitute a Minor Modification and have the authority to administratively approve such. The following modifications, adjustment, and clarifications shall constitute Minor Modifications to this agreement:
  - i. Correction of any typographic or scrivener's error.
  - ii. Minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
  - iii. Administrative determinations pursuant to a periodic review in accordance with Section 5.03 of the Agreement.
  - iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.

- v. Recording of modification in the addressee provisions of Section 5.01 of the Agreement.
- vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of the Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
- vii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements in the Agreement or other applicable County codes or ordinances, as approved by the Planning Director for the County.
- b. Moderate Modifications: Moderate Modifications are those modifications to the Vista Conceptual Rezoning Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the resolution of the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to this Exhibit B.
- c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive change in the location of land uses or the addition of new external access points to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. [] for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

### EXHIBIT C DEVELOPMENT SCHEDULE

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within 60 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within 12 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<u>Year</u>	Percentage Completed
3	50%
5	100%

For the limited purpose of this <u>Exhibit C</u> only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

### EXHIBIT D REQUIRED INFORMATION

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

- (A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Vista Resources, LLC, is the legal and equitable owner of the Property.
  - (B) the duration of the agreement which must comply with section 6-31-40 of the Act. See section 1.10.
- (C) a representation by the Developer of the number of acres of highland contained in the property subject to the agreement. See section 2.02.
- (D) the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See section 1.05.
- (E) the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height. See section 1.06.
- (F) a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the Developer. See article IV.
- (G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. The Developer shall comply with all applicable environmental laws.
- (H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See section 3.04.
- (I) a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See section 2.01(A).
- (J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures. The Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.
- (K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.
- (L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.
- (M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

- (N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.
- (O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.
  - (P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.
  - (Q) a provision for periodic review, consistent with the provisions of section 8 of Ordinance No. []. See section 5.03.
- (R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of section 9 of Ordinance No.  $\boxed{1}$ . See section 5.04.
- (S) a provision that the Developer, within 14 days after the County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.
- (I) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the Developer. See section 1.09(A).
- (U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

### EXHIBIT E LAWS AND LAND DEVELOPMENT REGULATIONS

- 1. Ordinance No. 2021-[] zoning the Property as PD (Planned Development).
- 2. Ordinance No. 2021-[], approving this Development Agreement.
- 3. Ordinance No. 2021-[], the Development Agreement Ordinance.
- 4. Unified Development Ordinance of Chester County: Ordinance No. [], as amended as of the Agreement Date ("UDO"). The UDO includes Ordinance No. [], as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
- 5. Land Development Regulations of Chester County: See Unified Development Ordinance of Chester County.
- **6.** Article [], Chapter [], Chester County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

## Exhibit F Form Request to Modify Development Schedule

STATE OF SOUTH CAROLINA	) ADDENDUM
COUNTY OF CHESTER	) TO ) DEVELOPMENT AGREEMENT
THIS ADDENDUM TO A DE effective on the	VELOPMENT AGREEMENT ("Addendum") is made
[insert	recording date of Addendum]
, by Chester County, a political subdivision Carolina limited liability company, or its pe	of the State of South Carolina, and Vista Resources, LLC, a South rmitted successor or assign.
	<u>RECITALS</u>
is a party to that certain Development Agree	C, a South Carolina limited liability company ("Property Owner"), seement with CHESTER COUNTY, SOUTH CAROLINA
[if applicable, insert successor or ass	ign of Vista Resources, LLC as a Developer pursuant to an Assignment]
	greement is appurtenant to and runs with that certain real property as set forth on a legal description of the real property attached to ("Property"); and
right in a Development Schedule, together	ection 1.07. of the Development Agreement establishes a vested with commencement, interim completion, and completion dates ance with the terms of the Development Agreement; and
WHEREAS, without limitation, S	ection 1.07. of the Development Agreement provides that the
[insert eith	er Property Owner or Developer]
(hereinafter "Petitioner") may request a mo Development Agreement; and	dification in the Development Schedule of Section 1.07. of the
Petitioner demonstrates that there is good of	Development Agreement further provides that where the cause to modify the Development Schedule, the County shall submittal, and that such modification shall not constitute or require

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the

**WHEREAS**, the Petitioner has requested and the County has approved a modification in the Development Schedule of <u>Section 1.07</u>. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached

an amendment of the Development Agreement; and

hereto as Attachment A ("Addendum Property").

Development Agreement to modify the Development Schedule of <u>Section 1.07.</u> of the Development Agreement as follows:

<u>1. Modification of Development Phasing Schedule</u>. The Development Schedule for the Addendum Property shall hereby be modified as follows:

[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]

**2. Approval by County**. This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director's signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

[insert name]	Planning Director's Dated Stamp of Approval
Chester County Planning Director	

- 3. Effect of Modification of Development Phasing Schedule. Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.
- 4. Recording Required. This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County's approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.
- <u>5. Authority</u>. The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

### [insert Section 6. only if Petitioner is not Vista Resources, LLC or its successor in corporate interest]

<u>6. Consent by Property Owner</u>. The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:	Property Owner:
Print Name:	Print Name:
Print Name:	
STATE OF	
COUNTY OF	
he/she saw the within named (Property Owner), deliver the foregoing instrument for the uses	andersigned witness who being duly sworn deposes and says that, (name), the (title) of (corporate form), sign, and as its act and deed and purposes therein mentioned, and that he/she, together with witness subscribed above, witnessed the execution thereof.
Sworn to before me this day of, 20	
Notary Public for County, State of	
My Commission Expires:	
[NOTARIAL STAMP-SEAL]	

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

### Exhibit G Form Assignment

STATE OF SOUTH CAROLINA	)	ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS
COUNTY OF CHESTER	AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT	
		TION OF CERTAIN DEVELOPMENT RIGHTS EVELOPMENT AGREEMENT ("Assignment") is
	[insert da	te of Assignment]
, by	[insert n	ame of assignor]
, ("Assignor"), and	[insert n	ame of assignee]
, ("Assignee"), (collectively, "Parties").		
	<u>R</u>	<u>ECITALS</u>
that certain Development Agreement wi	ith CHEST	C, a South Carolina limited liability company, is a party to TER COUNTY, SOUTH CAROLINA, effective date of, 2025, in the office of Chester County Clerk of
Court in Book, Page ("De		
	n Carolina,	nt is appurtenant to and runs with that certain real property as set forth on a legal description of the real property it H ("Property"); and
WHEREAS, the Development development obligations as more specifi		nt establishes certain vested Development Rights and orth therewith; and
ground lease, and other dedications by Vall of the Property, and Sections <u>3.05</u> and	Vista Resou d <u>5.14.</u> of t and assign	pment Agreement authorizes the conveyance, sale, transfer- arces, LLC and its successors and assigns of any portion or the Development Agreement authorizes the Assignment by as, of any portion or all of its Development Rights and/or attee; and
[insert interio	m conveya	ances and assignments, if any]
WHEREAS, on		

[insert date of contract to sell and purchase a portion or all of the Property]

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as <u>Attachment A</u> ("Assignment Property"); and

**WHEREAS**, in consideration of Assignor's agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

**WHEREAS**, in consideration of Assignee's agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

**1.** Assignment and Assumption of Development Rights. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

### [insert assigned Development Rights]

**2.** Retained Development Rights. Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

#### [insert retained Development Rights]

**3.** Assignment and Assumption of Development Obligations. Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

### [insert assigned development obligations]

**4.** Retained Development Obligations. Assignor retains the following development obligations:

#### [insert retained development obligations]

- 5. Release; Indemnity. Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.
- **6. Severability.** If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.
- 7. Notice to Chester County. Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.
- **8. <u>Binding Effect.</u>** This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.
- **9.** Authority. The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. <u>Counterparts</u>. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

#### **RESOLUTION 2025-7**

## AUTHORIZING THE PROPERTY TRANSFER OF K-9 DEPUTY REBA

- **WHEREAS**, K-9 Deputy Reba has served the Chester County Sheriff's Office, aiding in the performance of law enforcement duties;
- WHEREAS, K-9 Deputy Reba will be transferred to York County Sheriff's Office to continue her service;
- **WHEREAS**, it is in the best interest of Chester County Sheriff's Office and K-9 Deputy Reba to transfer rights, ownership, and responsibility of K-9 Deputy Reba to York County Sheriff's Office; and
- WHEREAS, all responsibilities, including daily care, training, and other needs of K-9 Deputy Reba will transfer to York County Sheriff's Office upon full execution of this resolution and the agreement between Chester County Sheriff's Office and York County Sheriff's Office.

### **NOW, THEREFORE, BE IT RESOLVED** by the Chester County Council that:

### 1. Transfer of Ownership

Ownership of K-9 Deputy Reba is hereby transferred from Chester County to York County Sheriff's Office, effective March 3, 2025 or soon thereafter, with all associated rights, responsibilities, and care of the K-9 now resting with York County Sheriff's Office.

#### 2. Release from Responsibility

Upon transfer of ownership, Chester County will no longer bear responsibility for the care, feeding, and medical expenses of K-9 Deputy Reba and all such responsibilities shall be assumed by York County Sheriff's Office.

BE IT FURTHER RESOLVED that a copy of this resolution be provided to York County Sheriff's Office, the Chester County Sheriff's Office, and any other relevant entities for their records and implementation.

RESOLVED this March 3, 2025.

	Pete Wilson
	Chairman, Chester County Council
[SEAL]	
ATTEST	
Kristie Donaldson	
Clerk to Chester County Council	



Property address:

### 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: 12-17-24 Case # CCMA24-17 Invoice # The applicant hereby requests that the property described to be rezoned from Please give your reason for this rezoning request: 1 Zonian 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** Tax Map Number: 079-01-2 079-01-17-018-000 If you checked yes, draw locations of structures Any structures on the property: yes

on plat or blank paper. PLEASE PRINT: Applicant (s): Address Telephone: 4 E-Mail Address: Owner(s) if other than applicant(s): 1274 Address: 2970 Telephone: 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:

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

### Owner Permitting Authorization

We, the owners of One Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC, are the owners of the 43.75 +/- acres located at 2228 J. A. Cochran Bypass in Chester County, SC. We hereby authorize and encourage Vista Resources, LLC to apply to the County for re-zoning and subdivision of Chester County Tax Map #s 079-01-17-013-000, 079-01-17-018-000, and 078-01-01-034-000.

Thank you

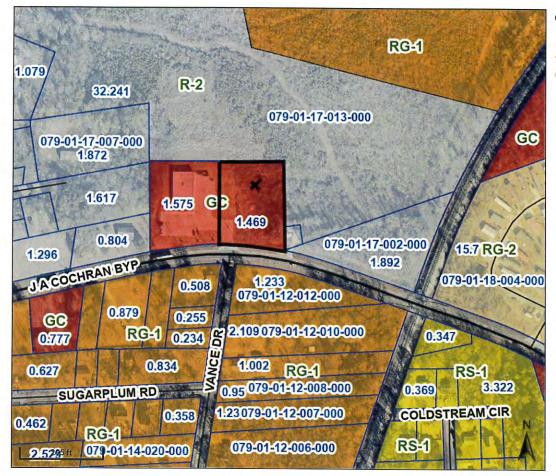
One Oak Holdings, LLC

**Property Owner** 

Man Carolina Commercial and Construction Funding, LLC

**Property Owner** 

# Chester County, SC



Overview

.

Parcel ID Sec/Twp/Rng 079-01-17-018-000

n/a

Property Address 2228 J A COCHRAN BYP

Alternate ID n/a Class RN

Acreage n/a

Owner Address ONE OAK HOLDINGS LLC 80%

CAROLINA COMMERCIAL CONST.20%

1224 PICKENS STREET COLUMBIA SC 29201

District 02 Brief Tax Description PARCEL B

(Note: Not to be used on legal documents)

Date created: 11/19/2024

Last Data Uploaded: 11/19/2024 2:34:41 PM



Current Yo	ear (2024) Changes						
Search Options - Map Numbel		Real 🔻 0004947	8 History Year		80	Alerts Has Additional Commer	nts
Name 1	ONE OAK HOLDINGS LL	.C 80%	Other Map Nu	mber	<u>F</u> ind		
Owner Informatio	and the same of th						
Post Initials	T1		Reason for Change			Activity Date	07/11/2022
Name 2	CAROLINA COMMERCIA	L CONST.20%				Land Value	60,00
Address 1	1224 PICKENS STREET	Į.				Building Value	
Address 2	COLUMBIA SC					Total Market Value	60,00
Zip Code	29201					Total Tax Value	60,00
Codes							
District	02 🔻				Fire Code		
Town					Neighborhood		
Subdivis <mark>io</mark> n					Use Class		
Description .	PARCEL B						
Legal							
<u>Location</u>	Street Number	Street Name			Suffix	Direction	
Additional Informa				Marine Ma			
Appraisal Appeal		Owner Occupie		1	TIF	Base	
Agricultural Use		Reappraisal Not	ice 🔻		MCIP [	Industrial Park II	
Rollback					Exempt		

Next Year	(2025) Ch	anges							the state of the s
Search Options - Map Number Name 1	079-01-17 ONE OAK	-018-000 HOLDINGS LI	Real <b>v</b>   0004947 .C 80%	78 History Yea				Additional Commen	ls
Owner Informatio	The second second								
Post Initials	T1			Reason for Chang	ge 🔻			Activity Date	07/11/2022
Name 2	CAROLINA	A COMMERCIA	L CONST.20%					Land Value	60,0
Address 1	1224 PICK	ENS STREET						Building Value	- N
Address 2	COLUMBIA	A SC						Total Market Value	60,0
Zip Code	29201	A Committee of the Comm						Total Tax Value	60,0
Codes							•	Total Lax Value	1 00,0
District	02	Ŧ				Fire Code	-		
Town	¥		1.7			Neighborhoo			
Subdivision						Use Class			
Descrip <mark>t</mark> ion	PARCEL B								
Legal									
<u>Location</u>	Street Numb	per	Street Name			Suffix	Dire	ction	
Additional Informa	tion							entres de la companya del companya del companya de la companya de	
Appraisal Appeal			Owner Occupie	d 🔻		TIF		Base	
Agricultural Use			Reappraisal Not	ice 🔻		MCIP [		Industrial Park ID	
Rollback						Exempt [			
								Cavallis	y: MAP#

### RESIDENTIAL APPRAISAL CARD

CARD 1 OF 1 CARDS

79-01-17-	018-000		TRANSFERRED FROM	DEED	DEED	PLAT	PLAT		SALES PRICE
							PAGE	†	
COMMERC		UCTION			-			+	\$10.00
CENS STRE			·					<del>                                     </del>	\$170,000
SC 2920	1							+	
CATION	***	<u></u>	WILLIA LES	1077	210	0 110		00/20/22	CONTELL
 !S\$		<u>.                                    </u>							
 2									
<del></del>		·							
		-			<u> </u>			-	
.43AC F	PARCEL B								·
es	1 LOT		PROPERTY DESCRIPTION	,	,				
TIMATED M	ARKET VALUE		1						
Land Value	Improvement Value	Total							
20000		20000							
		<u> </u>							
_									
		<del></del>		•					
<u>,                                      </u>		<del></del>		<u>.                                    </u>					
	IOLDINGS COMMERC LC 20% (ENS STRE SC 2920  CATION  SS 2  43AC F  es  TIMATED M  and Value	ATION  ATION  SS  2  43AC PARCEL B  BES  1 LOT  TIMATED MARKET VALUE  and Value  Improvement Value	IOLDINGS LLC 80% COMMERCIAL COMSTRUCTION LC 20% CENS STREET SC 29201  CATION SS  2  43AC PARCEL B es 1 LOT  TIMATED MARKET VALUE  Land Value Improvement Value Total	HINCKLEY GAUVAIN LLC  COMMERCIAL COMSTRUCTION LC 20%  CENS STREET SC 29201  WRENP LLC  W	TRANSFERRED FROM   BOOK   SOOK   COMMERCIAL COMSTRUCTION   LC 20%   TRANSFERRED FROM   BOOK   TOTAL   TOTAL	TRANSFERRED FROM   BOOK   PAGE	TRANSFERRED FROM   BOOK   PAGE   PA	THANSFERRED FROM   BOOK   PAGE   PAGE   BOOK   PAGE   PAGE   BOOK   PAGE   PA	TRANSFERRED FROM   BOOK   PAGE   BOOK   PAGE   SALE

WAS PART OF 079-01-17-013-000 FOR 2021 SPLIT THIS PARCEL OUT DUE TO PLAT CAB E SLIDE 85 PAGE 7 FOR 2021

CLASSIFICA	ATIO	V		<u> </u>		Permit #					Date			Contract Price
Construct	ion	Interior		Use		General Fe		Features	Features		Classification		Floor Size	SQ. FT.
Brick		Full Bath		Single Family	T	Basement		Garage	Τ	Exc	Excellent			
Frame		Half Bath		Multi Family		HVAC		Carport			/ Good			
Stone		Bedrooms			$\perp$	Fireplace				G	ood			
Block		Rooms								Ave	erage			
No. Stories				<u></u>						F	air			
				·						Р	oor	_		
Year		SQ. FT	Rate =	1st Cost +		Additions	=	Rep. Co	st	DEP.	Econ. OB\$		Market Value	Assessment
		<u>.                                    </u>												
_						<u> </u>	_							
								<u> </u>					···	
, <u> </u>	_					<u> </u>								
PROPER								<del></del>						-
Impr	ovem	ents	Notes			<u></u> .		Year Built			Sketch			
Well														
Septic								and the second						
Remarks								Name (Particular)						
								X 000						
								NYCON COMMAND						

The state of the s



### **Building & Zoning Department**

1476 J A Cochran Bypass Chester, SC 29706 Phone: (803) 581-0942

Fax: (855) 930-0979

Issued to:

Receipt No. 8819

Brady Sanford Vista Resources, LLC 804 Peoria Lane Rock Hill, SC 29730

Date

10/22/2024

Cashier

ichappell

**Payment Items** 

Form of Payment

Check

1059

\$3,000.00 **\$3,000.00** 

Map Amendment Rezoning 3 parcels to PD

\$3,000.00

\$3,000.00



Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

October 08, 2024

Katelyn Love, PE, PTOE Access Engineering LLC 1424 Harbor Mist Court Charleston, South Carolina 29492

RE: J A Cochran Bypass Tract

Traffic Impact Study Chester County

Dear Ms. Love,

Thank you for allowing us to review the Traffic Impact Study regarding the site on J A Cochran Bypass (SC Highway 97) and Lodge Street (O.S.). The Department provides these comments.

### TIA Recommendations

J A Cochran Bypass (SC 97) & Vance Drive/Dollar General/Site Access #1

• The Dollar General access will need to provide proper turning radii for a WB 62 vehicle.

#### **SCDOT** General Comments

- Access locations shall not be considered approved until all requirements of the SCDOT ARMS manual are met during the encroachment permit application process.
- The modification of the Dollar General driveway into a street will require a SCDOT encroachment permit.
- The final draft of the TIS must be signed and sealed by a PE registered in SC.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.



Sincerely,

C. Jason Johnston, P.E.

District 4 Engineering Administrator

CJJ/dib

ec: Jeremy L. Ward, Chester County

Dennis Moore, Resident Maintenance Engineer, Chester County

File: D4/PO/ACL





## 155 Wylie Street • P.O. Box 550 • Chester, South Carolina • 29706 (803) 385-5123 • www.chestermetrosc.com

Solving the water needs of tomorrow, today.

### WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 10/8/2024			
A. Owner/Developer: Brady Sanford		Phone# 803-684-3390	
Address: 1224 Pickens St Columbia SC		E-mail awood@comporiu	ım.net
Owner Engineer: Joel E Wood & Assoc		Phone# 803-684-3390	
Address: Andrew Wood P.O. Box 296 clo	over SC	E-mail awood@jewood.o	
B. Development/Project Name:			
Development/Project Location: JA Coch	nran bypass and vance dr		
Development/Project Location: JA Coche Parcel Number: 079-01-17-013-000,078-	-01-01-034-000,079-01-17-0	18-000	
C. Type of Development			
Residential Multi-Family	Commercial	Industrial	Institutiona
Type of Business:	Number of Units	:114	
Building Area (SQ FT):	Anticipated Water	er Capacity Required (GPM)	31.6
	District Use Only		-30
<ul><li>✓ The property is within the D</li><li>to serve this property.</li><li>✓ Service to this property is n</li></ul>			ufficient capad
<ol><li>Availability of Domestic Water S</li></ol>	Service		
Water will be provided by s	ervice connection to an exis	sting inch water main eximately feet fro	located along m the site.
Water service is available at	fter the following improven	nents are completed:	
$\stackrel{\checkmark}{}_{}^{}$ $\stackrel{280}{}_{}^{}$ feet of $\stackrel{6}{}_{}^{}$ inc	h water mains on Lodge st	to	reach the site
ine construction of a d	istribution system on the si	te; main to tie into 12" DIP on Old	
3. Availability of water for firefight	ing:		
The nearest fire hydrant is leading the property.	ocated at	and is within	feet
Fire flow capacity is not ava	ilable and shall be extended	To be included or	n site
Approved By: Jackie Hinson Er	ngineer Associate	10/9/2024 Date:	

District Engineer

#### VIA Electronic Mail



October 15, 2024

Chester County **Building and Zoning**PO Box 580

Chester, SC 29706

Re: Chester Sewer District

Wastewater Availability Letter for NPDES Permit # SC0036056

To Whom It May Concern:

The purpose of this correspondence is to serve as confirmation that Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) has wastewater service in proximity site for one-hundred fourteen (114) proposed residential units for the property located on JA Cochran Bypass and Vance Drive in Chester, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 079-01-17-018-000
- 079-01-17-013-000 and
- 078-01-01-034-000.

Please note, this is not a willingness and ability to serve letter. Issuance of willingness and ability letter(s) are subject to the following conditions:

• Payment of all applicable CWR tap and capacity fees.

Again, this correspondence serves as confirmation CWR has wastewater service in proximity site located at JA Cochran Bypass and Vance Drive in Chester, South Carolina

If you require additional information, please call me at (803) 377-3541.

Sincerely,

Chester County Wastewater Recovery

Phillip A. Thompson-King

**Executive Director** 

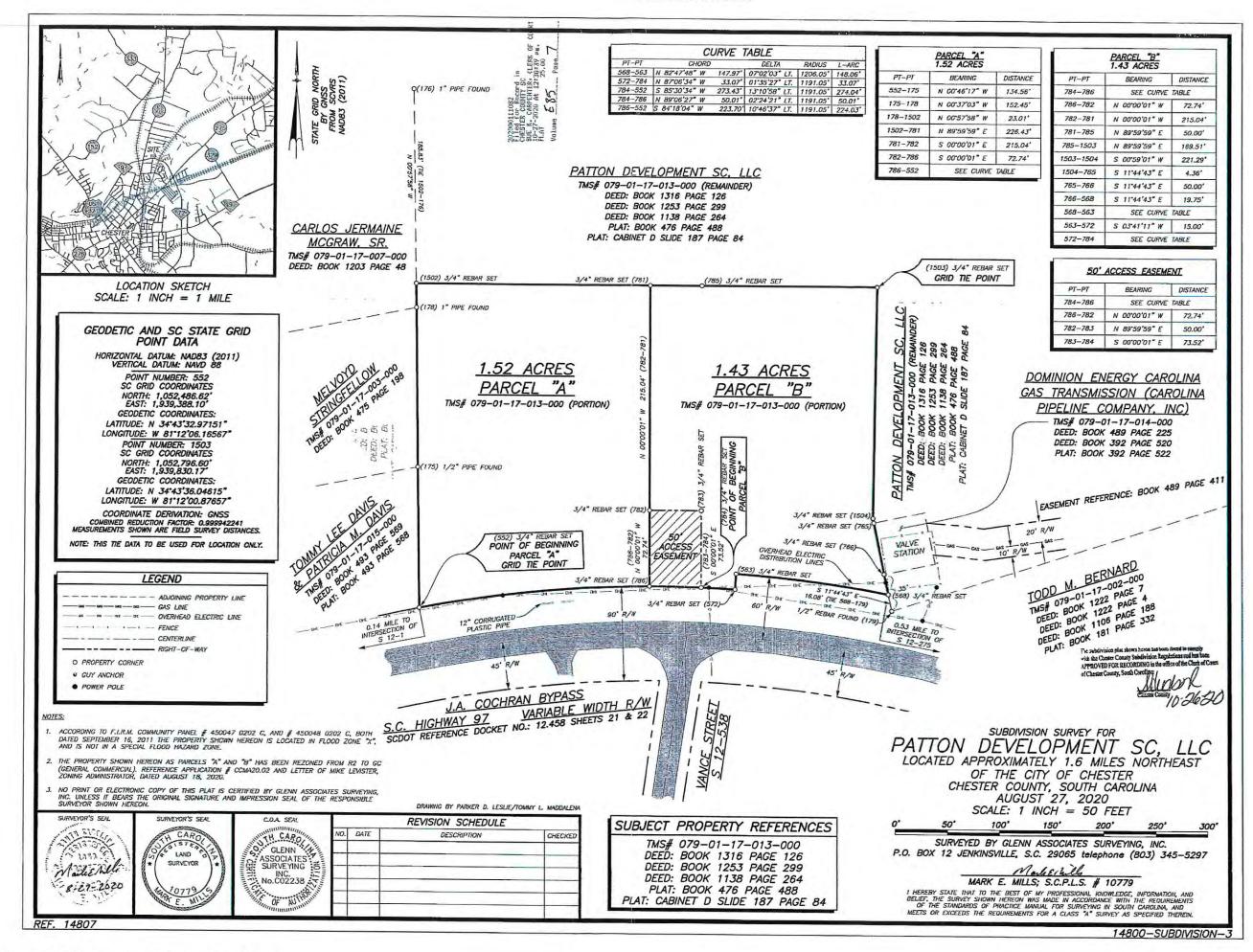
Cc: J. Michael Hunter, Maintenance Superintendent, CWR

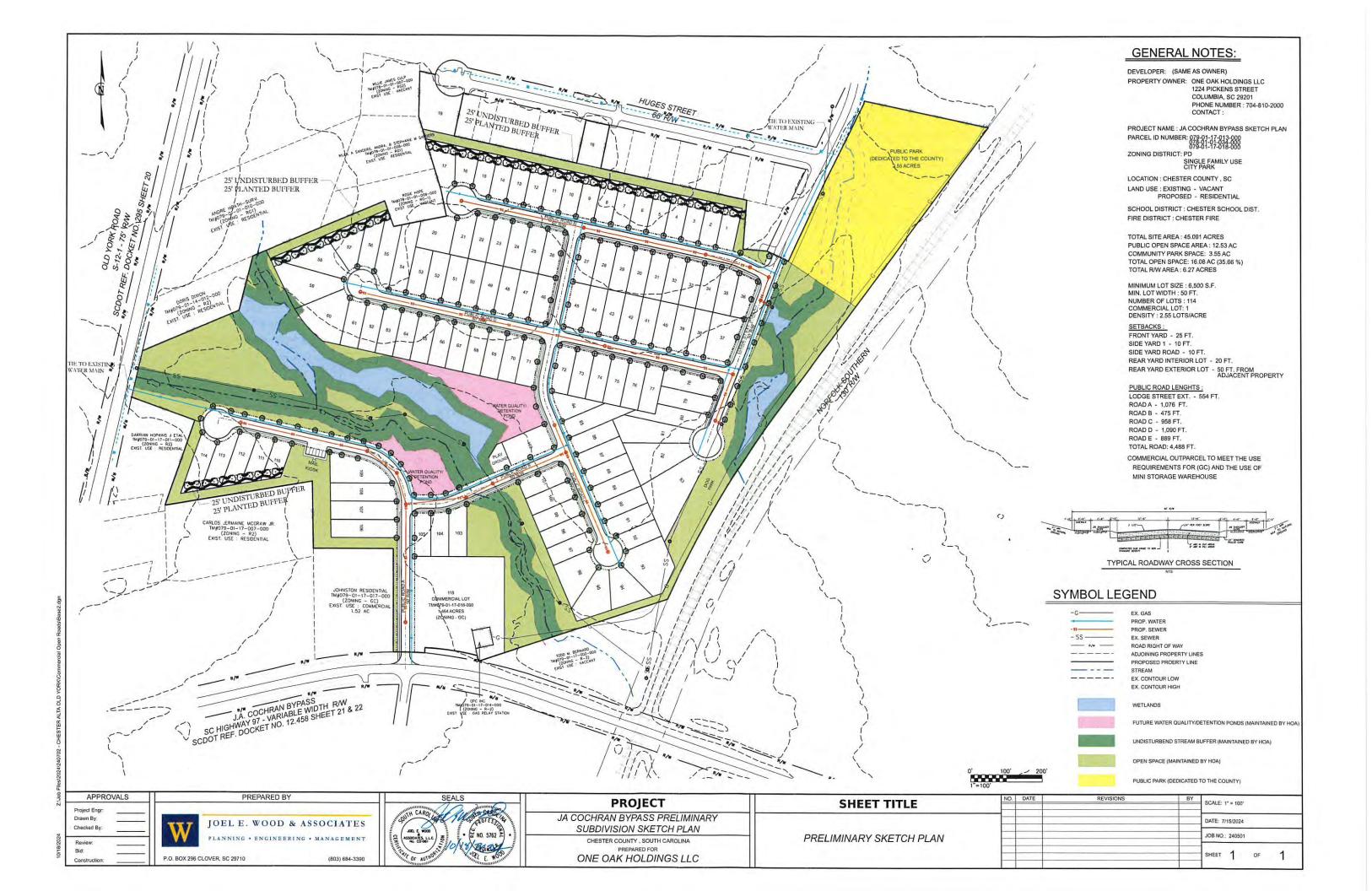
Tony Young, Wastewater Operations Superintendent, CWR

Joel Manning, Finance Analyst and Manager, CWR

J A Cochran Sudvision

File







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: 12-17-24 Case # CCMA24-18 Invoice # 8819
The applicant hereby requests that the property described to be rezoned from KG-1 to OD
Please give your reason for this rezoning request:  This re zoning request is to facilitate development of a  (Estimation resignation with a single commercial outparted.)
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: behind 7228 J. A. Cachran By Pass Chapter, SC Tax Map Number: 079-01-17-013-000) Any structures on the property: yes
on plat or blank paper.
PLEASE PRINT:  Applicant (s):  Address God Peor La Rock Hill, 3C 19730  Telephone: 403-319-5473 cell 803-318-5473 work
E-Mail Address: boady & gandord-enterprises net
Owner(s) if other than applicant(s): Dre Oak Holdings, We and Caroline Connercial and Address: 1224 lickens St Columbia Sc 29201  Telephone: 803-404-8351 cell work Funding, WE-Mail Address: Max & St land brokerage com
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: 7 50 24 Date: 7 50 24
Applicant signature: Date: 7/30/2024

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

### Owner Permitting Authorization

We, the owners of One Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC, are the owners of the 43.75 +/- acres located at 2228 J. A. Cochran Bypass in Chester County, SC. We hereby authorize and encourage Vista Resources, LLC to apply to the County for re-zoning and subdivision of Chester County Tax Map #s 079-01-17-013-000, 079-01-17-018-000, and 078-01-01-034-000.

Thank you

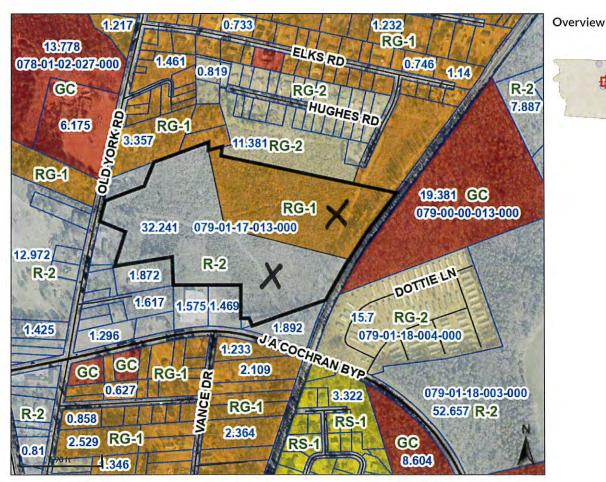
One Oak Holdings, LLC

**Property Owner** 

Carolina Commercial and Construction Funding, LLC

**Property Owner** 

## 



Parcel ID Sec/Twp/Rng 079-01-17-013-000

Alternate ID n/a Class

LA Acreage 28.0 Owner Address ONE OAK HOLDINGS LLC 80%

CAROLINA COMMERCIAL CONST.20% 1224 PICKENS STREET

曲

COLUMBIA SC 29201

District

**Brief Tax Description** 

**Property Address** 

YORK ROAD

(Note: Not to be used on legal documents)

Date created: 10/22/2024

Last Data Uploaded: 10/22/2024 2:26:15 AM

n/a



	ear (2024) Char	nges								3
Search Options — Map Number	079-01-17-013-	000 Rea	0045019	3 History Year		80	1	lerts Ias A	dditional Comment	\$
Name 1	ONE OAK HOL	DINGS LLC 80	)%	Other Map Number	a	<u>F</u> ind				
Owner Information				F						loc loc locas
Post Initials	KB			Reason for Change					Activity Date	05/05/2022
Name 2	CAROLINA CO		JNS1.20%						Land Value	70,00
Address 1	1224 PICKENS								Building Value	
Address 2	COLUMBIA S	SC							Total Market Value	70,00
Zip Code	29201								Total Tax Value	2,60
Codes	<b>I</b> 00	7.77					loc		leuru euro	
District						Fire Code	CS		CITY SUB	
Town						10 10 10 10 10 10 10 10 10 10 10 10 10 1	R2	<u>*</u>	RURAL 2	
Subdivision						Use Class	1	7		
Description	YORK ROAD				We if the second					
Legal										
<u>Location</u>	Street Number		Street Name		HU	Suffix		Direc	ction	
Additional Informa	F									
Appraisal Appeal			Owner Occupie			TIF [			Base	
Agricultural Use			Reappraisal Not	ice		MCIP [			Industrial Park ID	
Rollback						Exempt				
									Scroll b	y: MAP#

Next Year	(2025) Changes							
Search Options - Map Number	079-01-17-013-000	Real ▼ 00450193	History Year		(T)	Alerts	Additional Commen	ts
Name 1	ONE OAK HOLDINGS	LLC 80%	Other Map Number		<u>F</u> ind			
Owner Informatio	The second secon							
Post Initials	KB	Re	ason for Change	<b>Y</b>			Activity Date	05/05/2022
Name 2	CAROLINA COMMERO	CIAL CONST.20%					Land Value	70,00
Address 1	1224 PICKENS STREE	ET I					Building Value	
Address 2	COLUMBIA SC						Total Market Value	70,00
Zip Code	29201						Total Tax Value	2,60
Codes								
District	02 🔻				Fire Code	CS →	CITY SUB	
Town		6.23.23.23.23			Neighborhood	R2 ▼	RURAL 2	
Subdivision					Use Class	-		
Description	YORK ROAD							
Legal				AAATTI KATI KATI KATI KATI KATI KATI KAT	<del></del>			
<u>Location</u>	Street Number	Street Name			Suffix	 Dire	ection	
Additional Informa	ition							
Appraisal Appeal		Owner Occupied			TIF 🗆		Base	
Agricultural Use		Reappraisal Notice	•		MCIP [		Industrial Park ID	(1)
	processor processor				Exempt			Marian Company

### FARM APPRAISAL CARD SOUTH CAROLINA COUNTY Chasles

0 14

Changed a Cres due 10 / lat (ab E 5850/5, 42,32 al CARDINCLUS CARDS
78-1-1-34-200, 3-30-2002

79-	1-17-13	3		DIS	TRICT 9	2)	DATE	OF AF	PRAISA	1-8-	93	_			
	7-1			TRA	ANSFERRED FRO	M		Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SAL	ES PRICE
079-01-1	7-013-000	,				7 2 7	-		rago				-		
ONE OAK HOLD	7-013-000	0.00		1	. S. BKOW	11,0111		419	199	11.7000	419	198	9-1-64	# i	200
CAPOLINA COM	MEDGIAL C	808	440	A,	L. Gasto.	1		369	25	49.6900	-		9-25-50	#1	500
CAROLINA COM 1224 PICKENS	MERCIAL (	ONST.	20%	10		19 fellow J		461	309	11111111	4/19	198	- 35.00	1111	
COLUMBIA				100	D. CIKIN	J. + < 11000, J					4/1	178	2.27.13	7/6	000
AIGHOLOS	SC 29201			4,	H-Schwer	terman et	21 7	461	262	40.9AC			2-28-73	726	300
				m	Wold ST	12140 Pollo.	a) 3	126	489	3,6 AC	470	488	1 29-75	#7	500
PROPERTY LO	CATION	G	ENERAL	(J	Billand	M Soul	2	100		44	- falle	700	85114	BK	Lon
St., Rt. & No.	Y	r. Built		0	ank of the			38	17 CU	no	-	-	1-11 1/4	45 ()	COO
City		conomic	Life	7.1	vru Tolland A	Jux Bererly Ca	Ilahan	1259	099	27	-	-	6 1961 0	THE CO	1,000
Use	C	Condition		Ho	MORYOUN	2) our Jahr				STA		-+	2-7-201	K 13	5.000
Subdivision		uality			don leva	lopmenti	UI-	3/4	236	37			3-23-21		100
Legal Description		nnual Re		V	VSET TO LL		1.	371	7	2 +5		- ~	1-25-23	2 5	70,000
10-		Ildg. Pern fort,	nit D	1	PRENPLL	C.		311	215	37			3-23-2	200	vipaec
		iort.				T									
STANDARD CLA	ASSIFICATION	-	PROP	ERTY I	DATA				L	AND VAL	UATION				
NEIGHBORHOOD	EIGHBORHOOD TRANSPORTATION LAND IMP.				UTILITIES	CLASS	ACRE	-s	88	MARKET	VALUE		US	E VAL	JE
	Paved Road		dings		ctricity				Price p	er Acre	Total	F	rice per Ac	cre	Total
	Earth Road	-	ement	Wat											
	Railroad	Fend		Gas		1979- 11	.6:	2 x	200	nature and/or					11 740
	Water Airport	Well	dscaping	Sew	er Utilities									-	4000
14011	600				-			3.4				1	202	1 3	2023
	au -	LAND		200	23	1982 47	17 -				162	0			
Number of Acres	34 37	TC Num	ber of Lots	2	8	41	1	)	7	481	148	0	1347	-	1377
Per Acre Value	2000	Num	ber of Front	Ft. 2	500	40	11 . /-	-		. 111	1870	2			00
Value for Acres			Lot Value			70	11 7		101	-110	111	-	1870		1210
Returned Area	. /	Per	Front Ft. Valu	е							n. 0-	7 -	ZOUN	-	DEDI
Legal Area 30.48	9-17	Ac Valu	e for L	ots						-	517	1	32	1	んりも
Planimetered Area	2001			. Ft.	1		28				349	0	2000		11.01
Total Land Value	105	1		2	8.65	-	4	*SENSON					200	>	aleon
	1.00			~	VIV	TOTAL O	T 26	7							1
	ESTIMATE	D MARK	ET VALUE				01								HELLI
	1 1 1 1 1					-			LAND	VALUATIO	N BY YE	EAR			
	Acres or Lo	ots	Improvement		Total		10		1	01	7	-		-	no it
Number 3	Hac 37A		2			-	(A)	21	Org O	20	1820	5	3000		19201
Cost Approach	14077	0					34	MAC!	2	8	37		37		37
Market Approach	-					Market Value	10-	-	DE	000	70 E	M	in my	7	00 3
Income Approach							190	00	10;	000	div	100	07,05	-	21,500
	1116	A		-		Use Value			211	13			-	15	
Correlated Value	1 2 E 1						13 0	50	2/ec	00	330	00	3,500	0	14000
Assessed %						Difference							1		/
Reviewed by				Date											

	OCCUPANO	Y Ref.		Class or Type	Yr. Built	Cond.	Area	Rate		1st C	ost	Additio	ns	Re	plac	cement	t D	ep.	Prove
Ranch	Single Family						11100	1.5	1		-	71001110	-			550	-	op.	0031
Split Level	Fam. Rented						<b> </b>		-				-		_		-		
Colonial	Fam. Duplex					-			1	-	-		-		-				
Cape Code	Condominiums		1			-	-		+		-		-				-	-	
Conventional		1				-			+	_	-		-	-			-	_	
Modern		+				-	-		-		-		-		-		_		
		-	-						-				_						
						-			-	14							1		
					FOUNDATIO	ON - 1	FLOOF		1	2 3		UMBING - 6	В	1	2 3	- 1	TOTA	L	
					Masonry Walls		Concrete		+-	++		hroom No. Sh. Bath		1	-		-		_
					BASEMENT	AREA - 9	Hardwoo	d		1		Fixt. Bath				- Ar	dditio	ns or Dec	luction
					None	Full	Pine					Shower			1		,		1
					Part	Sq. Ft.	Single F		-	1		er Closets		+	-	_ It	tem	Area	Uni
					Finished Rec.		Asphalt		+-	-		atories th Sinks	-	1	-		.	or	-
					Apt.	Sq. Ft.	W. W. C.	arp.				Plumbing				_ N	No.	Quant.	Cos
					Garage		Reinf. Co	onc.						I		_			1
					EXTERIOR W Siding or Sheathing		Rubber 1		-	-			-	-	-	-			
					Single Siding		INT. FI		1	2 3	T	ILING - 5	C	1	2 3	5			
					Wood Shingles	-	Hardwoo		T.	1	Bath	h Fl. & Wsct.			T				1
			and a view of the state of the		Asbestos Shingles		Dry Wall					h Fl. & Walls				_			
					Stucco on Frame Stucco on Tile or C	B	Knotty P Unfinishe		-	-		h FI. Only Rm. FI Only		-	-	-			
					Face Brk. Veneer	.В.	L & P or		+-	-		Only	-	-	-		-		-
					Face Brk. on Tile o	C.B.	Plast. on					Shower		1					
					Com. Brk. Veneer		Painted I	3lk.				Floor							
					Com. Brk. on Tile of	r C.B.	Panel	0.11	-		Kit.	Wsct.	ANEC	OHE		-			
					Compo. Shingles Solid Com. Brk.		Acoustic Suspend.		-	-	Mod	MISCELL tern Kitchen	ANEC	JUS	T	-			
	111				Face Br. on Com. B	7.	Suspenu.	Cett	+-	-		Range							
	Scott				Cement or Conc. I	3tk.			1			Oven							
	2001				Reinforced Concrete							Refrig.					-		
					Aluminum Siding Cut Stone Facing	-	-		-	-		Dishwasher Garb, Disp.	-				- 1		
					Terra Cotta Facing			-	-			aust Fan		_	-	-		-	-
					Stone or T.C. Trim							Clothes Wash				Tot	al Ad	ditions	
					Party Walls							Dryer						ditions	
				1111	Plate Glass Front							ern Bath			-	_		-	
							-	ENVIRONME	TAL			Vanity Tub Encl.			-	-	F	REMARKS	;
			41		ROOF TYP	E - 3	Warm Air		417.5			Vacuum sys.				-			
					Hip	Gable	Steam					i Frame Sash							
					Mansard Gambrel	Flat	Forced A	r or Vapor		-		d Frame Sash			_	_	7	- 0)	
					ROOFING	- 3	Unit Heat			-	Gutte	ers			-	-			
					Asphalt Shingles		Air Cond			-	-				-	-			
					Slate		No Heatir	ng									-		-31-5
	s,	ALE NO.												GS		_			
Ade					Asbestos Shingles		Heat Pum	р			100	OUT BUI	LDING		1			-	
Adt.	S/	ALE NO. 2.	3.	4.				p		1		Fdn.	LDING	-		-			
			3.	-	Asbestos Shingles Metal Deck Roll Roofing Tar & Gravel		Heat Pum	ip		=	Singl		LDING	-		-			
			3.	-	Asbestos Shingles Metal Deck Roll Roefing		Heat Pum	ip .			Sing! Doub Shing	Fdn. le Siding ble Siding gle Walls	LDING						-
Adt. Sales Price			3.	-	Asbestos Shingles Metal Deck Roll Roofing Tar & Gravel		Heat Pum Electric				Singl Doub Shing Stuce	Fdn. le Siding ble Siding gle Walls co On.	LDING						
Sales Price			3.	-	Asbestos Shingles Metal Deck Roll Roofing Tar & Gravel Composition	N - 3	Heat Pum Electric		nit	Conv.	Single Doub Shing Stuce Ceme	Fdn. le Siding ble Siding gle Walls co On. ent Blk.	LDING	-					
Sales Price			3.		Asbestos Shingles Metal Deck Roll Roefing Ter & Gravel Composition  INSULATIO Roof or Ceiling	N - 3	Heat Pum Electric		nit	Conv.	Single Doubt Shing Stuce Ceme Brick	Fdn. le Siding ble Siding gle Walls co On. ent Blk.	LDING						
Sales Price			3.		Asbestos Shingles Metal Dack Roll Rodfing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall		FUE Oil Gas Stoker		nit	Conv.	Single Doubt Shing Stude Ceme Brick Conce	Fdn. le Siding ble Siding gle Walls co On. ent Blk. k crete Fir.	LDING						
Sales Price			3.		Asbestos Shingles Metal Deck Roll Roefing Ter & Gravel Composition  INSULATIO Roof or Ceiling		FUE Oil Gas Stoker Elec.	IL U		Conv.	Single Doubt Shing Stuce Ceme Brick Conc	Fdn. le Siding ble Siding gle Walls co On. ent Blk. k crete Fir.	LDING						
Sales Price Time Location			3.		Asbestos Shingles Metal Deck Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors		FUE Oil Gas Stoker Elec.	L U		Conv.	Single Doubt Shing Stude Ceme Brick Conce	Fdn. le Siding ble Siding gle Walls co On. ent Blk. k crete Fir.	LDING						
Sales Price Time Location Physical			3.		Asbestos Shingles Metal Dack Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITION		FUE Oil Gas Stoker Elec.	LECTRICAL Cable BX		Conv.	Single Doubt Shing Stude Ceme Brick Conce	Fdn. le Siding ble Siding gle Walls co On. ent Blk. k crete Fir. n Fir.		YPE					
Sales Price Time Location Physical			3.		Asbestos Shingles Metal Dack Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITIE Int. Finish	DN .	FUE Oil Gas Stoker Elec.  Armored (	LECTRICAL Cable BX		Conv.	Singl Doub Shing Stuce Ceme Brick Conc Earth Fin. I	Fdn. le Siding ble Siding gle Walls co On. ent Blk. k crete Fir. h Fir. lnt.		YPE					
Sales Price Time Location Physical Characteristics			3.		Asbestos Shingles Metal Deck Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITIE Int. Finish Layout	DN .	FUE Oil Gas Stoker Elec. Armored Pipe Cone	LECTRICAL Cable BX		Conv.	Single Double Shing Student Ceme Brick Conc Earth Fin. I	Fdn. le Siding le Siding gle Walls co On. ent Blk. k crete Fir. h Fir. Int.		TYPE					
Sales Price Time Location Physical			3.		Asbestos Shingles Metal Dack Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITION Int. Finish Layout Structure	DN .	FUE Oil Gas Stoker Elec. Armored Pipe Cone	LECTRICAL Cable BX		Conv.	Singl Doub Shing Stuce Ceme Brick Conc Earth Fin. I	Fdn. le Siding le Siding gle Walls co On. ent Blk. k crete Fir. h Fir. Int.		TYPE					
Sales Price Time Location Physical Characteristics Size			3.		Asbestos Shingles Metal Dack Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITIE Int. Finish Layout Structure LOCATION	ON G F P	FUE Oil Gas Stoker Elec. Armored i Pipe Cone Romex	ELECTRICAL Cable BX	- 7		Single Double Shing Student Ceme Brick Conc Earth Fin. I	Fdn. le Siding le Siding gle Walls co On. ent Blk. k crete Fir. h Fir. Int.		YPE					
Sales Price Time Location Physical Characteristics Size			3.		Asbestos Shingles Metal Dack Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITIE Int. Finish Layout Structure LOCATION	ON G F P	FUE Oil Gas Stoker Elec. Armored i Pipe Cone Romex	ELECTRICAL Cable BX	- 7		Single Double Shing Student Ceme Brick Conc Earth Fin. I	Fdn. le Siding le Siding gle Walls co On. ent Blk. k crete Fir. h Fir. Int.		TYPE					
Sales Price  Fime  Location  Physical Characteristics  Size			3.		Asbestos Shingles Metal Dack Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITIE Int. Finish Layout Structure LOCATION	ON G F P	FUE Oil Gas Stoker Elec. Armored i Pipe Cone Romex	ELECTRICAL Cable BX	- 7		Single Double Shing Student Ceme Brick Conc Earth Fin. I	Fdn. le Siding le Siding gle Walls co On. ent Blk. k crete Fir. h Fir. Int.		TYPE					
Sales Price  Time  Location  Physical Characteristics  Size	1.		3.		Asbestos Shingles Metal Dack Roll Roofing Tar & Gravel Composition  INSULATIO Roof or Ceiling Wall Storm Sash & Doors  CONDITION Int. Finish Layout Structure	ON G F P	FUE Oil Gas Stoker Elec. Armored i Pipe Cone Romex	ELECTRICAL Cable BX	- 7		Single Double Shing Student Ceme Brick Conc Earth Fin. I	Fdn. le Siding le Siding gle Walls co On. ent Blk. k crete Fir. h Fir. Int.		TYPE					



### **Building & Zoning Department**

1476 J A Cochran Bypass Chester, SC 29706 Phone: (803) 581-0942

Fax: (855) 930-0979

Issued to:

Receipt No. 8819

Brady Sanford Vista Resources, LLC 804 Peoria Lane Rock Hill, SC 29730

Date

10/22/2024

Cashier

ichappell

**Payment Items** 

Form of Payment

Check

1059

\$3,000.00 \$3,000.00

Map Amendment Rezoning 3 parcels to PD

\$3,000.00

\$3,000.00



Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

October 08, 2024

Katelyn Love, PE, PTOE Access Engineering LLC 1424 Harbor Mist Court Charleston, South Carolina 29492

> RE: J A Cochran Bypass Tract Traffic Impact Study Chester County

Dear Ms. Love.

Thank you for allowing us to review the Traffic Impact Study regarding the site on J A Cochran Bypass (SC Highway 97) and Lodge Street (O.S.). The Department provides these comments.

### TIA Recommendations

J A Cochran Bypass (SC 97) & Vance Drive/Dollar General/Site Access #1

The Dollar General access will need to provide proper turning radii for a WB 62 vehicle.

#### SCDOT General Comments

- Access locations shall not be considered approved until all requirements of the SCDOT ARMS manual are met during the encroachment permit application process.
- The modification of the Dollar General driveway into a street will require a SCDOT encroachment permit.
- The final draft of the TIS must be signed and sealed by a PE registered in SC.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.



Sincerely,

C. Jason Johnston, P.E.

District 4 Engineering Administrator

CJJ/dib

ec: Jeremy L. Ward, Chester County

Dennis Moore, Resident Maintenance Engineer, Chester County

File: D4/PO/ACL





## 155 Wylie Street • P.O. Box 550 • Chester, South Carolina • 29706 (803) 385-5123 • www.chestermetrosc.com

Solving the water needs of tomorrow, today.

### WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Phone# 803-684-3390
E-mail awood@comporium.net
Phone# 803-684-3390
Phone# <u>803-684-3390</u> E-mail <u>awood@jewood.org</u>
ce dr
-01-17-018-000
cial Industrial Institutional
of Units: 114 ed Water Capacity Required (GPM) 31.6
ea water capacity required (or lyr)
Only
em service area and the System has sufficient capacione Water System at this time.
o an existing inch water main located along is approximately feet from the site.
provements are completed:
odge st to reach the site;
on the site; d water main to tie into 12" DIP on Old York Rd
and is within feet o
xtended. To be included on site
ciate <sub>Date:</sub> 10/9/2024
e e e

District Engineer

#### VIA Electronic Mail



October 15, 2024

Chester County **Building and Zoning**PO Box 580
Chester, SC 29706

Re: Chester Sewer District

Wastewater Availability Letter for NPDES Permit # SC0036056

To Whom It May Concern:

The purpose of this correspondence is to serve as confirmation that Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) has wastewater service in proximity site for one-hundred fourteen (114) proposed residential units for the property located on JA Cochran Bypass and Vance Drive in Chester, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 079-01-17-018-000
- 079-01-17-013-000 and
- 078-01-01-034-000.

Please note, this is not a willingness and ability to serve letter. Issuance of willingness and ability letter(s) are subject to the following conditions:

Payment of all applicable CWR tap and capacity fees.

Again, this correspondence serves as confirmation CWR has wastewater service in proximity site located at JA Cochran Bypass and Vance Drive in Chester, South Carolina

If you require additional information, please call me at (803) 377-3541.

Sincerely,

Chester County Wastewater Recovery

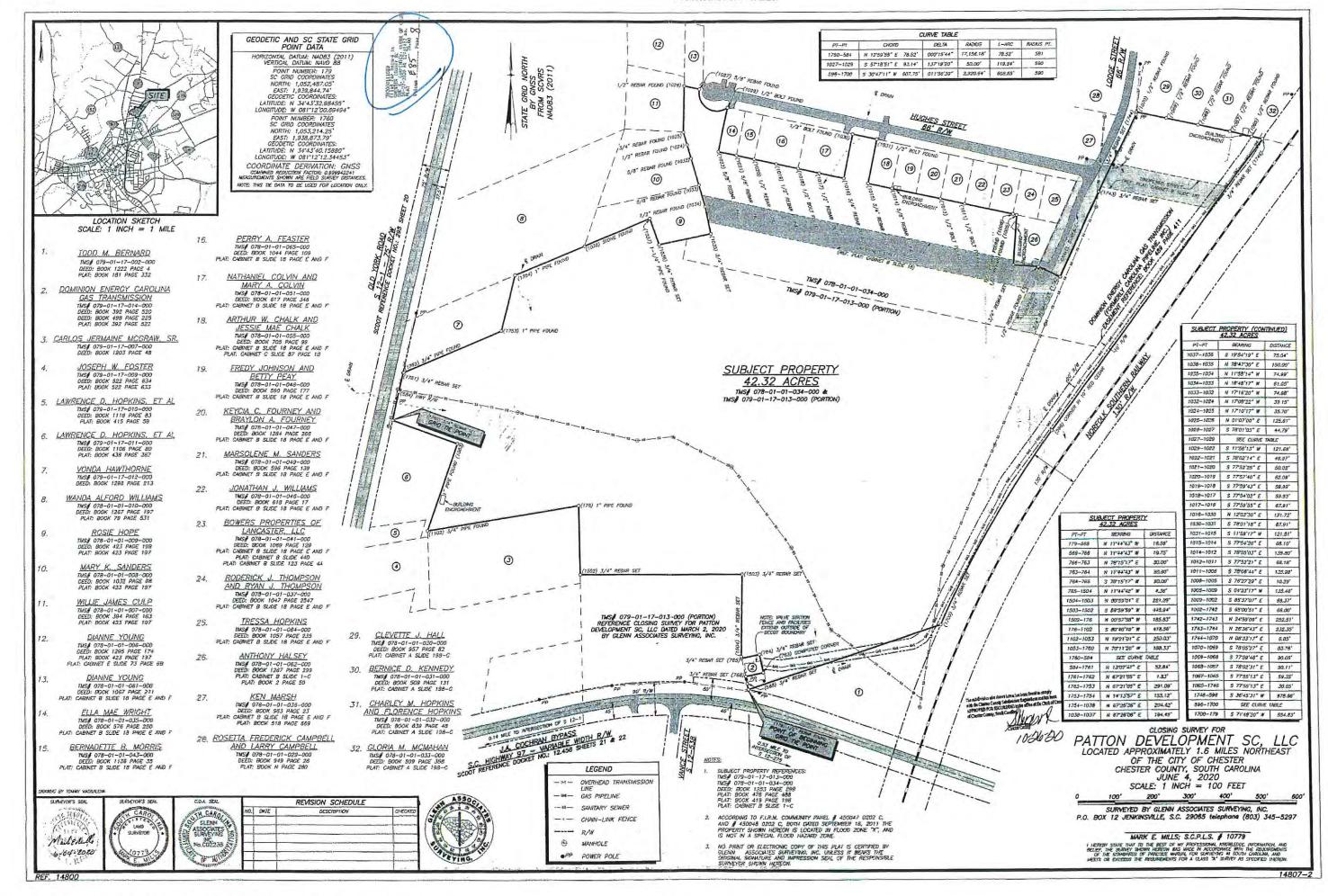
Phillip A. Thompson-King

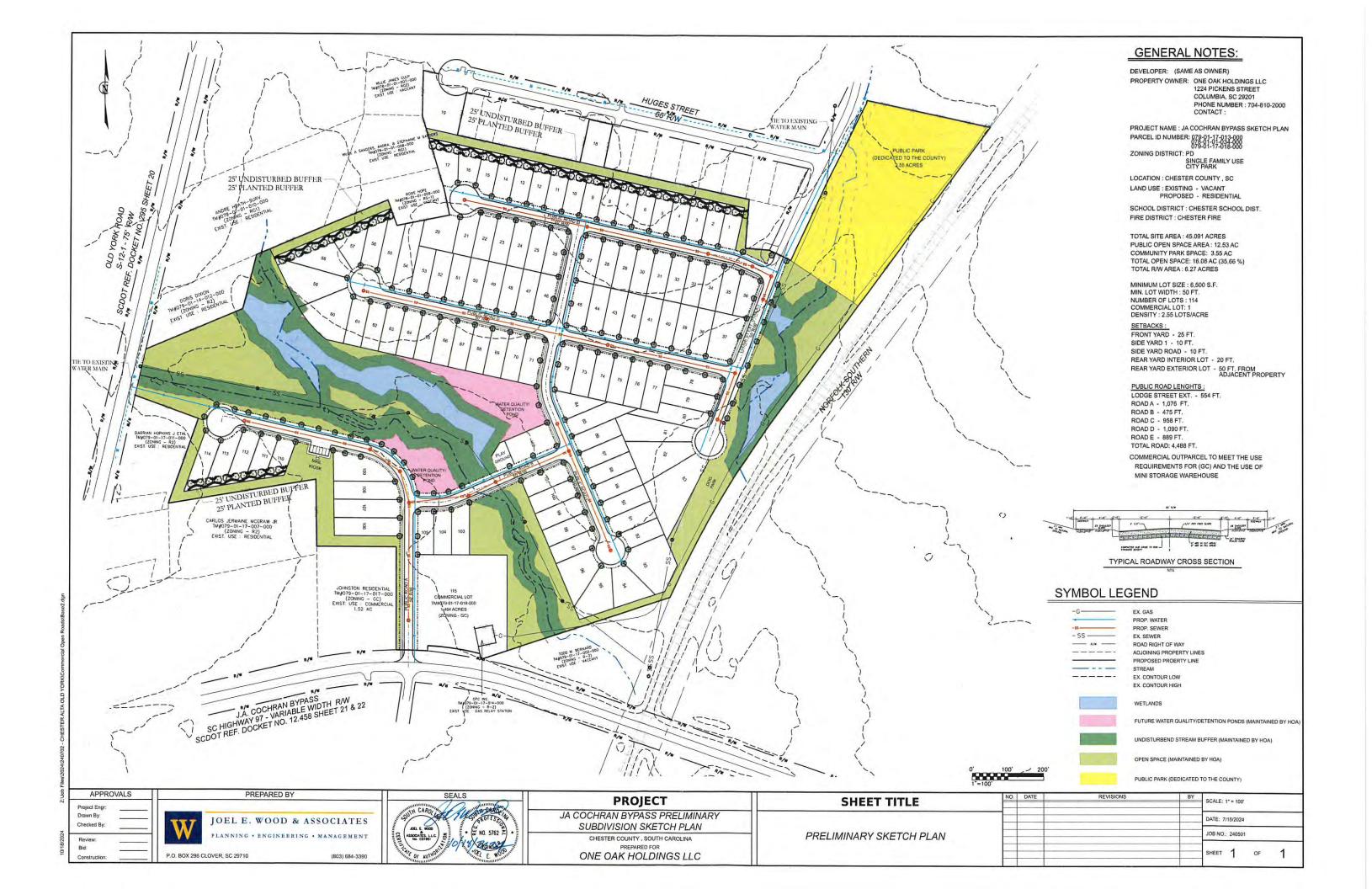
**Executive Director** 

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR

J A Cochran Sudvision

File







### 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: 12-17-24 Case # CCMA 24-19 Invoice # The applicant hereby requests that the property described to be rezoned from 16 Please give your reason for this rezoning request: Copy of plat must be presented with the application request Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: Property Address Information Property address: behind Tax Map Number: 078-01-01-03 078-01-01-034-000 Any structures on the property: yes . If you checked yes, draw locations of structures on plat or blank paper. PLEASE PRINT: Applicant (s): Address Telephone: E-Mail Address: Owner(s) if other than applicant(s): Address: Telephone: 803-404-8 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.

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

Date:

### Owner Permitting Authorization

We, the owners of One Oak Holdings, LLC and Carolina Commercial and Construction Funding, LLC, are the owners of the 43.75 +/- acres located at 2228 J. A. Cochran Bypass in Chester County, SC. We hereby authorize and encourage Vista Resources, LLC to apply to the County for re-zoning and subdivision of Chester County Tax Map #s 079-01-17-013-000, 079-01-17-018-000, and 078-01-01-034-000.

Thank you

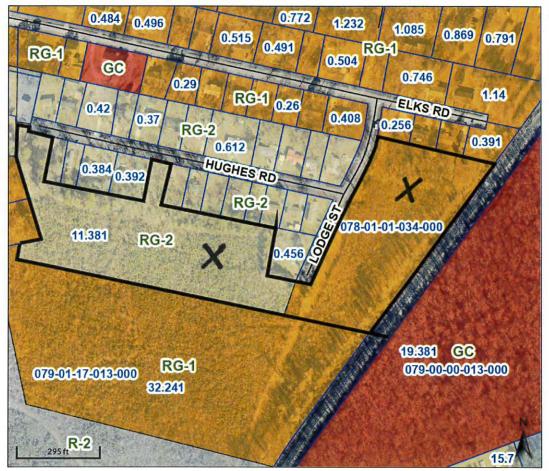
One Oak Holdings, LLC

Property Owner

Carolina Commercial and Construction Funding, LLC

Property Owner

## 



Overview

申

Parcel ID Sec/Twp/Rng 078-01-01-034-000

Alternate ID n/a Class

LN Acreage 11.381

CAROLINA COMMERCIAL CONST 20% 1224 PICKENS STREET

Owner Address ONE OAK HOLDINGS LLC-80% INT

COLUMBIA SC 29201

District

**Brief Tax Description** 

**Property Address** 

02

(Note: Not to be used on legal documents)

Date created: 10/22/2024

Last Data Uploaded: 10/22/2024 2:26:15 AM



Name 2 CAROLINA COMMERCIAL CONST 20%  Address 1 1224 PICKENS STREET  Address 2 COLUMBIA SC  Zip Code 29201 Total Market Value 35  Total Tax Value 35  Total Tax Value 35  Total Tax Value 35  Town Fire Code CS CITY SUB  Neighborhood RG2 GENERAL RES  Subdivision Use Class Columbia  Legal Subdivision Street Number Street Name Suffix Direction  Additional Information  Additional Information  Appraisal Appeal Agricultural Use Reappraisal Notice Reappraisal Notice Industrial Park ID	Current Ye	ear (2024) Changes							***
Post Initials  KB  Reason for Change  Activity Date  District  Columbia SC  Columbia SC  Columbia SC  Codes  District  District  District  Codes  District  Codes  Description  Legal  Legal  Activity Date  District  Building Value  Total Market Value  35  Total Tax Value  35  Columbia SC  Columbia SC  Total Tax Value  Total Tax	Map Number	11_	J. Limina			The state of the s	1   1	The state of the s	s
Address 2 COLUMBIA SC  Zip Code 29201 Total Market Value 35  Codes  District 02 Fire Code CS CITY SUB  Neighborhood RG2 GENERAL RES  Subdivision Use Class Use Class  Description  Legal Subdivision Street Number Street Name Suffix Direction  Additional Information  Additional Information  Appraisal Appeal Agricultural Use Reappraisal Notice Reappraisal Notice MCIP Industrial Park ID	Post Initials Name 2	CAROLINA COMMERCIAL (		ason for Change	<u> </u>			Land Value	05/05/2022
District 02 ▼	Address 2	COLUMBIA SC						Total Market Value	35,00 35,00
Location Street Number Street Name Suffix Direction  Additional Information  Appraisal Appeal    Owner Occupied    TIF    Base  Agricultural Use    Reappraisal Notice    MCIP    Industrial Park ID	District Town					Neighborhood		GENERAL RES	
Additional Information  Appraisal Appeal			. ,						
Appraisal Appeal   Owner Occupied   TIF Base  Agricultural Use   Reappraisal Notice   MCIP Industrial Park ID			Street Name			Suffix		Direction	
	Appraisal Appeal Agricultural Use								

Next Year	(2025) Changes			
Search Options — Map Number Name 1	078-01-01-034-000 Real ▼ ONE OAK HOLDINGS LLC- 80% INT	00379193 History Year Other Map Number	Aler	ts s Additional Comments
Owner Information Post Initials Name 2	KB CAROLINA COMMERCIAL CONST 2	Reason for Change		Activity Date 05/05/2022 Land Value 35,0
Address 1 Address 2 Zip Code	1224 PICKENS STREET  COLUMBIA SC  29201			
Codes District Town Subdivision	02 🔻		Neighborhood RG2	→ CITY SUB  → GENERAL RES
Description Legal Location	Street Number Street			
Additional Informal		Name	Suffix D	irection
Aguitorial Michial Appraisal Appeal Agricultural Use Rollback	Owne	r Occupied  praisal Notice	TIF  MCIP  Exempt	Base Industrial Park ID
				Scroll by: MAP#

### FARM APPRAISAL CARD

SOUTH CAROLINA
COUNTY CARS (C. F.)

CARDOFCARDS	RDOF	CARDS	S
-------------	------	-------	---

TAX MAP	20-11 31		DISTRICT	12	DATE OF A	APPRAISAL /2	13/192	APPRAISER 9	
		1	TRANSFERRED	FROM	Deed Book			Plat Date	SALES PRICE
078-01-	01-034-000	O TAIM	12	hant to	FAG	452 211	DA A I	-c 4-281	4-12 33/0
E OAK HOL	DINGS LLC- 80	6 INT		A LO	te 207	10/10/2		- 4-4-81	843,270
	MMERCIAL CONS	T 206	Brendal	ex John on s	ECH 14	09 11	ot B In	8 1 1 2 2	1 Large
224 PICKEN	S STREET	11	LARRY TOlli	UPR ETHICORREST	-DeeD 695	64 1/07	- GB B	13-5 10A 11-17-95	1.00 CORRECT
LUMBIA	SC 29201		1.20-16+		2/1 110				
		* /	waram	expuses Inc s	DCH 110.	7 35 40		8-8-14	\$75,000
			Banka	Work	011139	1264 20		1-4-16	P61.200
PROPERTY	LOCATION	GENERAL DAT	A Harry Jarre	t to # Beverly (	allahan 1253	1 299 20		9/28/18	4 164,500
St., Rt. & No.	Yr. E		Hunekler	Manyani LI	1 13/6	126 20	-	8-7-20	\$ 150.00C
City		omic Life	Pater 12	Kelpanenty	1331	234 34		.3-23-21	DO.00
Use		lition	WRENPL	FCT-Corr	1377	215 30	~	3-23-27	
Subdivision	Quali		-						
Legal Description		nal Rent	Stamps		Imp. Inc.		Land Val		
	Didg.	. Permit	Old Ma		Recap Int. Rate		Total Val	ne	
STANDARD		T	ERTY DATA		init. nate		ni/Wareness		
	CLASSIFICATION						VALUATION		
NEIGHBORHOO	D TRANSPORTATION	LAND IMP.	UTILITIES	CLASS	ACRES	MARK	ET VALUE	USI	VALUE
Progressive	Paved Road	Buildings	Electricity			Price per Acre	Total	Price per Ac	re Total
Static	Earth Road	Pavement	Water	888 11	1.51	-	110		
Regressive	Railroad	Fence	Gas	47	14	81	11134		
Old New	Water Airport	Landscaping Well	Sewer All Utilities						
· ·									
	19869091	AND 93 9	7 99 2017						
Number of Acres	29c +9 180	13. Fg	514 14						
Per Acre Value	2500 1800								
	Acres								
Returned Area	77								
Legal Area	3107	Value for L	ots						
Planimetered Are	16AC		. Ft.						
Total Land Value		10.00							
2450 5/07 20	T A M AND		soldinoelin)	TOTAL					
78-1-1-1-1	ESTIMATED I	MARKET VALUE	8-4-87. 78-1-1-	43 sold 160+ 76	-1-10EN 3.2	-61			
SOLA LELL LO		3		Sold Lat 7+ 12	5'of hat 6	TO LAND VALUA	TION BY YEAR	3	
	Acres or Lots	Improvement	Total	78-1-1-3	0 7-6-92	1 0501			
Number	100 16				12015	200	86014	1000	2027
	191 4000				14.0	14	74	74	14
Cost Approach				Market Value	2/ 000	25	2500	9	05
Market Approach					35,000	20,000	35,000	35 000	95 000
Income Approach			100	Use Value	1	1	11	A	
Correlated Value				- Value	1150	LIVE T			
Assessed	%			Difference 50/	1-29-9	15== 78-1		SOID 78-1-	1-52251 L
Reviewed by			Date				11-11-116	The Page 1	

DESIGN	0	CCUPANCY	Ref.		Class or Type	4	Yr.	Cond		2-1-	1	1st (	Cost			Re		ment		Improved
Ranch	Sing	le Family	140.	<u> </u>	Class or Type		Built	Cond.	Area	Rate				Additio	ns		Cos	it L	Эер.	Cost
Split Level									-		-									
Colonial		Rented																		
		Duplex																		
Cape Code	Cond	iominiums																		
Conventional				-															-	,
Modern					-		-				1	1	_		-	_				
			-						-		+	- 1			-					
	-		-								-				-					
												-			_			707		
							OUNDATIO	ON - 1	Concrete		B 1	2		PLUMBING - 6 Bathroom No.	В	1	2 3	TOTA	AL	
						Masonry V	waits		Earth		-	1		St. Sh. Bath						
						BA	SEMENT A	REA - 9	Hardwood	d				Two Fixt. Bath				Additi	ons or	Deductions
						None		Full	Pine					St. Shower					1	
						Part		Sq. Ft.	Single F		-			Water Closets		-		Item	Are	ea Unit
						Finished Rec.			Asphalt Terrazzo		-	1		Lavatories Kitch Sinks		-	-		10	
						Apt.		Sq. Ft.	W. W. C		+			No Plumbing		-	_	No.	Qua	nt.   Cost
						Garage		04. 11.	Reint Co				1	ito i idinonia		-				
							TERIOR W	ALLS - 2	Wood Jo	ist -									1	
						Siding or			Rubber T									-		
						Single Sid			INT, FI		3 1	2		TILING - 5 Bath Fl. & Wsct.	C	1	2 3			
						Asbestos	Shinnles	-	Dry Wall	-	-	+		Bath Fl. & Walls		1	-		-	
						Stucco on	Frame		Knotty Pi	ne	-			Bath Fl. Only				1	1	
						Stucco on		B.	Unfinishe	d			1	T. Rm. Fl Only						
						. Face Brk.			L & P or					Tub Only		-				
						Face Brk.		C.B.	Plast. on Painted B		+-			St. Shower	-	-	-			-
						Com. Brk.		r C B	Panel	SIK.	+			Kit Floor Kit Wact.	-	-	+	-	-	
						. Compo. Si			Acoustic	Ceil	-	+-+	+	MISCELL	ANEC	US			1	
						. Solid Com	. Brk.		Suspend.					Modern Kitchen					-	
						. Face Br. o								B.I. Range						
						. Cement or . Reinforced		lik.	-			-		B.I. Oven			_			
						. Aluminum		_	-		+	-		B.I. Refrig. B.I. Dishwasher	-					
					/	. Cut Stone			1	-	-			B.I. Garb. Disp.	-	-	1			1
						. Terra Cotte	Facing							Exhaust Fan	11.00			-		-
	::::::					- Stone or T								B.I. Clothes Wash				Total A	ddition	s
						- Party Walls			-		-			B.I. Dryer			-			
						- I ale Glass	FIONE		-	-	-			Modern Bath B.I. Vanity		-	-			
									1	NVIRONME	NTAL	-		B.I. Tub Encl.	-	-			REMA	RKS
							ROOF TYPE	E - 3	Warm Air					B.I. Vacuum sys.		-				
						- Hip		Gable	Steam					Metal Frame Sash						
						- Mansard - Gambrei		Flat		or Vapor		_		Wood Frame Sash	_		-		-	
							ROOFING	- 3	Unit Heat			-	- 10	Gutters		-	-			
						Asphalt Shi			Air Cond.	210		-	+				_			
1		SALE	NO.			State			No Heatin	g			1						_	
Adt.						Asbestos S Metal Deck			Heat Pum	p				OUT BUI	LDING	35				
AUL.			2.	3.	4.	Roll Roofin	ia a	-	Electric			-		Wall Fdn.			-			
The second second						Tar & Grave	ef	-	1			-		Single Siding Double Siding	-					
Sales Price						Composition	n		1			1	-	Shingle Walls		-				
													S	Stucco On.					****	
Time							NSULATIO	N a	FUE	L	Juit	Com		Cement Blk.						
						Roof or Ce		11.0	Oil Gas	-	-	-		Brick Concrete Fir.						
					-	Wall			Stoker					arth Fir.	-		-			
ocation						Storm Sash	& Doors		Elec					in. Int.		-				
						-	CONSTR	NA .		LECTRICAL	- 7	-								
hysical						1	CONDITIO	GFP	Pipe Cond					Pipers						
characteristics						Int. Finish			Romex	IN IL	-	-+	to	FIREPLACE	3 - 1	TPE				
						Liayout					-			Single	-	-				
						Structure							S	itone	-					
ize			1			LOCATION			1		_				-	-		-		
ize			1																	
djusted	+					1											1			
ize djusted ales Price																				
djusted													,	500 -						



### **Building & Zoning Department**

1476 J A Cochran Bypass Chester, SC 29706 Phone: (803) 581-0942

Fax: (855) 930-0979

Issued to:

Receipt No. 8819

Brady Sanford Vista Resources, LLC 804 Peoria Lane Rock Hill, SC 29730

Date

10/22/2024

Cashier

ichappell

**Payment Items** 

Form of Payment

Check

1059

\$3,000.00 **\$3,000.00** 

Map Amendment Rezoning 3 parcels to PD

\$3,000.00

\$3,000.00



Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

October 08, 2024

Katelyn Love, PE, PTOE Access Engineering LLC 1424 Harbor Mist Court Charleston, South Carolina 29492

> RE: J A Cochran Bypass Tract Traffic Impact Study Chester County

Dear Ms. Love,

Thank you for allowing us to review the Traffic Impact Study regarding the site on J A Cochran Bypass (SC Highway 97) and Lodge Street (O.S.). The Department provides these comments.

### TIA Recommendations

J A Cochran Bypass (SC 97) & Vance Drive/Dollar General/Site Access #1

The Dollar General access will need to provide proper turning radii for a WB 62 vehicle.

### **SCDOT** General Comments

- Access locations shall not be considered approved until all requirements of the SCDOT ARMS manual are met during the encroachment permit application process.
- The modification of the Dollar General driveway into a street will require a SCDOT encroachment permit.
- The final draft of the TIS must be signed and sealed by a PE registered in SC.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.



Sincerely,

C. Jason Johnston, P.E.

District 4 Engineering Administrator

CJJ/dib

ec: Jeremy L. Ward, Chester County

Dennis Moore, Resident Maintenance Engineer, Chester County

File: D4/PO/ACL



#### VIA Electronic Mail



October 15, 2024

Chester County **Building and Zoning**PO Box 580

Chester, SC 29706

Re: Chester Sewer District

Wastewater Availability Letter for NPDES Permit # SC0036056

To Whom It May Concern:

The purpose of this correspondence is to serve as confirmation that Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) has wastewater service in proximity site for one-hundred fourteen (114) proposed residential units for the property located on JA Cochran Bypass and Vance Drive in Chester, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 079-01-17-018-000
- 079-01-17-013-000 and
- 078-01-01-034-000.

Please note, this is not a willingness and ability to serve letter. Issuance of willingness and ability letter(s) are subject to the following conditions:

Payment of all applicable CWR tap and capacity fees.

Again, this correspondence serves as confirmation CWR has wastewater service in proximity site located at JA Cochran Bypass and Vance Drive in Chester, South Carolina

If you require additional information, please call me at (803) 377-3541.

Sincerely,

Chester County Wastewater Recovery

Phillip A. Thompson-King

**Executive Director** 

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR

J A Cochran Sudvision

File

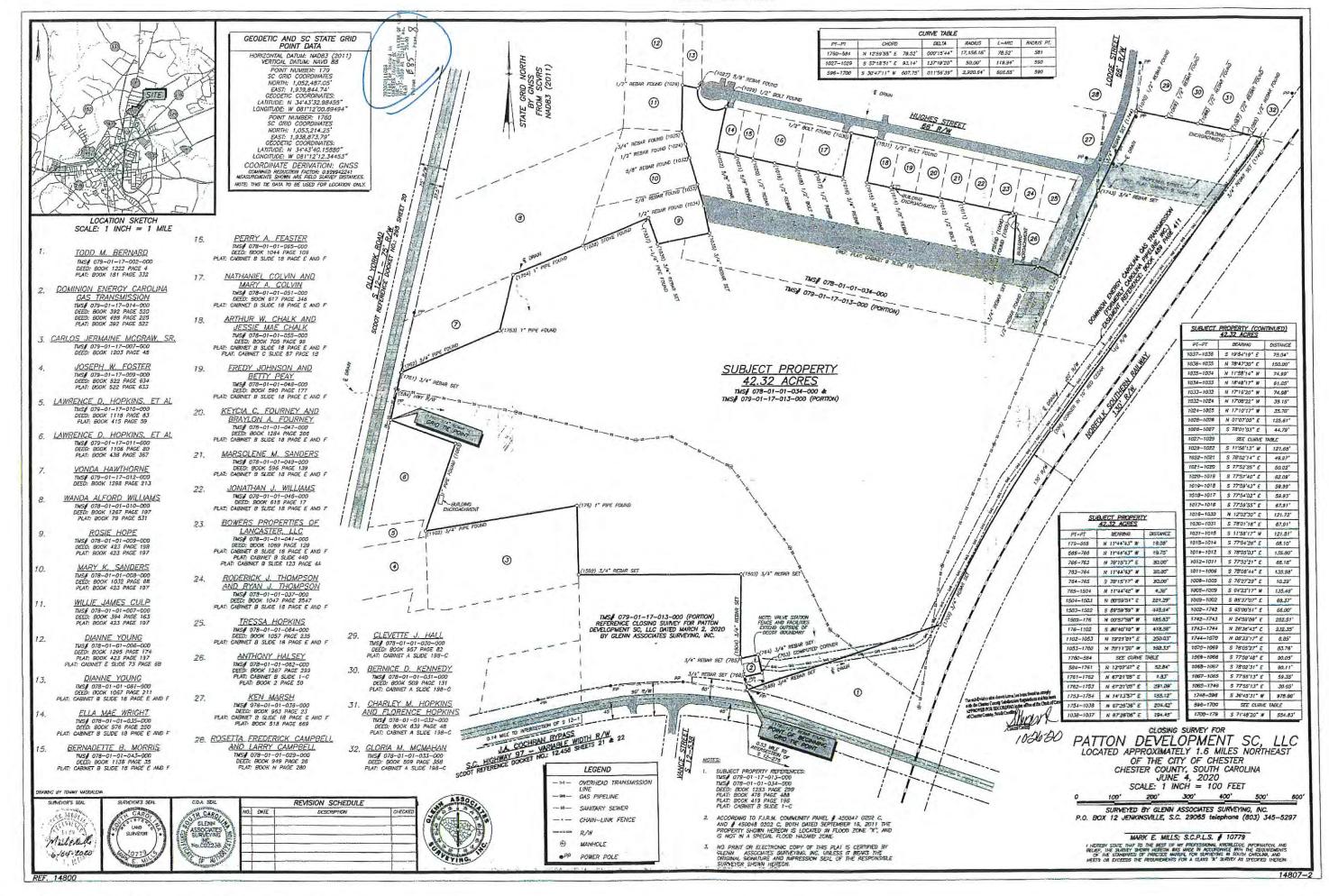


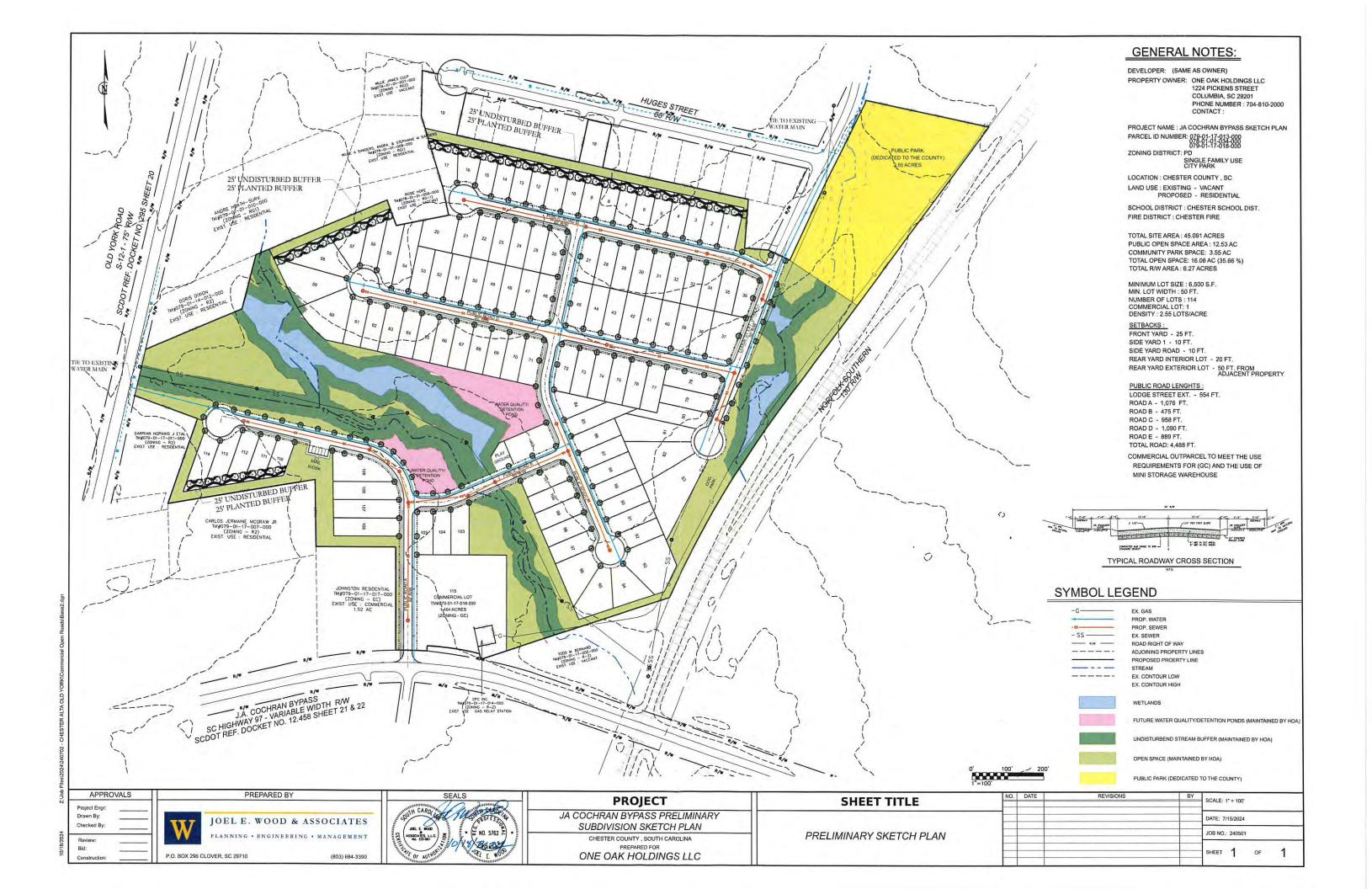
# 155 Wylie Street • P.O. Box 550 • Chester, South Carolina • 29706 (803) 385-5123 • www.chestermetrosc.com

Solving the water needs of tomorrow, today.

### WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

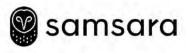
	10/8/2024				
A. Owner/Developer: Brady Sanford		Phone# 803-684-3390			
Addre	Address: 1224 Pickens St Columbia SC  Owner Engineer: Joel E Wood & Assoc  Address: Andrew Wood P.O. Box 296 clover SC		Phone# 803-684-3390  E-mail awood@comporium.net  Phone# 803-684-3390  E-mail awood@jewood.org		
Owner					
Addres					
B. Dev	elopment/Project Name:				
Develo	opment/Project Location: <u>JA Cochran</u> Number: 079-01-17-013-000,078-01-	bypass and vance dr	18-000		
		31 331 333,373 31 17-0	10-000		
<b>∠</b> Reside	e <b>of Development</b> ntial Multi-Family			Institutional	
Type o Buildin	f Business: g Area (SQ FT):	Number of Units: Anticipated Wate	114 r Capacity Required (GPM)	31.6	
		District Use Only			
2.	Capacity to provide service:  The property is within the District to serve this property.  Service to this property is not a Availability of Domestic Water Service Water will be provided by service.	available from the Water ice ice connection to an exis	System at this time.	located along	
	✓ Water service is available after ✓ 280 feet of 6 inch w ✓ The construction of a distri ✓ Other Describe: 250' +- of	the following improvem ater mains on Lodge st	ents are completed: t e:	o reach the site;	
3.	Availability of water for firefighting:				
	The nearest fire hydrant is location the property.	ted at	and is within	feet o	
	Fire flow capacity is not availab	le and shall be extended	To be included o	n site	
Approve	ed By: Jackie Hinson Engi District Engi				





### **Chester One-Time Money**

Needed For Compliance	Option A	Option B
District 1	District 1	District 1
	Secret Drive	Huntington Drive
	Foxcroft Drive	Hamilton Drive
	Willington Drive	
District 2	District 2	District 2
Duke Street (S-62 & S-274)	Claras Court	Claras Court
	East Creek	Alley Street
	Cloud Drive	Cloud Drive
District 3	District 3	District 3
Quail Hollow Circle (S-869)	Doe Street	Discovery Road
	Fawn Street	
District 4	District 4	District 4
	Rocky Creek	Rocky Creek



Connected Operations<sup>†</sup>

Samsara Inc 1 De Haro Street San Francisco, CA 94107 www.samsara.com

QUOTE #Q-1644331

Issued 02-19-2025

Expires 03-28-2025

Sourcewell Contract #: 020221-SAM

Prepared For:

Chester County - SC P. O. Box 327 Henderson, South Carolina 38340

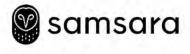
Prepared By:

Mackenzie Krebs

mackenzie.krebs@samsara.com

Quote Summary		Subtotal
Hardware and Accessories		USD \$0.00
Licenses License Term – 39 Months		
	Shipping and Handling	USD \$156.00
	Upfront Hardware Sales Tax	USD \$0.00
	Annual License Sales Tax	USD \$1,613.95
	Invoice 1 3/31/2025 - 6/30/2025 (3 months) Includes Shipping and Handling & Tax	USD \$5,603.09
If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change. If Sales tax is "Pending" - Final amount will be provided prior to payment "3% fee charged on non-ACH charges (Canada Exempt)	Invoice 2 7/1/2025 - 6/30/2026 (12 months)	USD \$21,788.35
"Sales tax subject to change	Invoice 3 7/1/2026 - 6/30/2027 (12 months)	USD \$21,788.35
	Invoice 4 7/1/2027 - 6/30/2028(12 months)	USD \$21,788.35

samsara.com



Samsara Inc 1 De Haro Street San Francisco, CA 94107 www.samsara.com

SHIP TO David Schuelke 1476 J A Cochran Byp Chester, South Carolina, 29706-2187 United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Driver ID Token ACC-DRIVERID	175	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	66	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	66	\$0.00	\$0.00
Dual-facing dash-camera, series 4 нw-смз4	66 \$0.00 8 \$0.00	\$0.00	
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	66	\$218.40	\$14,414.40
License for Dual-Facing Camera LIC-CM2-ENT	8	\$720.00	\$5,760.00
			USD \$20,174.40

samsara.com 2



1 De Haro Street San Francisco, CA 94107 Connected Operations™ www.samsara.com

Samsara Inc

#### Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

#### What is included?

Samsara's fleet tracking solution includes hardware accessories and a pergateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

#### **Payment Terms**

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

#### **License Term**

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license



Connected Operations™

Samsara Inc 1 De Haro Street San Francisco, CA 94107 www.samsara.com

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

#### **Support and Warranty**

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at <a href="https://www.samsara.com/support/hardware-warranty">www.samsara.com/support/hardware-warranty</a>. Additional support information can be found at <a href="https://www.samsara.com/support">www.samsara.com/support</a>.

#### **Terms**

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <a href="https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/">https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/</a>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of



Connected Operations™

Samsara Inc 1 De Haro Street San Francisco, CA 94107 www.samsara.com

service found at <a href="https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/">https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/</a> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.



Connected Operations™

Samsara Inc 1 De Haro Street San Francisco, CA 94107 www.samsara.com

#### **Notification of Confidentiality**

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as preapproved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature	
Print Name:	
Date:	



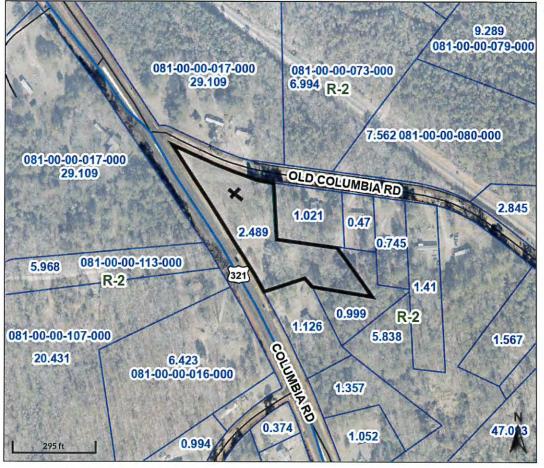
Department of Planning, Building & Zoning 1476 J.A. Cochran Bypass Chester, SC 29706

#### Zoning Map Amendment (Rezoning) Application

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

Meeting Date: 1-28-25			
The applicant hereby requests tha	t the property described to be a	rezoned from R2 to RG-2	
		a manufacture home.	
	Copy of plat must be present	ted with the application request	
my (our) agent to represent me	e (us) in this request for rez	ant): I (we) hereby appoint the person named zoning. A Corporate Resolution letter or a pecs CS CODE:	ermission letter
Property Address Information			
Property address: 157 5	Columbia Box	ad Chaster S.C. 29706	
Tax Map Number: 081-00	-00-013-000 Acre	ad Chester, S.C. 29706	
Any structures on the property on plat or blank paper.	: yes no	If you checked yes, draw locations of struc	etures
PLEASE PRINT: Applicant (s): MARY	Cina		
Applicant (s): / IMPLY	_, 2/45	CHESTER SC	
Address 1525 Col		work NONE	_
Telephone: E-Mail Address:	cen	work 70870E	
		applicant	
Telephone:	cell	work	
E-Mail Address:			
I (we) hereby agree that this in	formation I (we) have prese	ented is correct. Insufficient information may	result
in a denial of your request.			
Owner's signature:	Sim	Date: 12/16/202	24
Applicant signature: My	Join	Date: 12/16/202	-+

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



Alternate ID n/a

2.489

Class

Acreage

Overview

Owner Address SIMS MARY C

P O BOX 341579

JAMAICA NY 114347579



Parcel ID

081-00-00-013-000

Sec/Twp/Rng n/a

**ng** n/a

Property Address 1436 B OLD COLUMBIA RD

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



Current Y	ear (2024) Changes						<b>*</b>
Search Options - Map Numbel	081-00-00-013-000 Real ▼ 00	581893 History Year		<b>®</b>	Alert	s Additional Comment	*8
Name 1	SIMS MARY C	Other Map Numb	oer				
Owner Information							
Post Initials	HD	Reason for Change	<u>•</u>			Activity Date	12/16/2024
Name 2						Land Value	10,05
Address 1	PO BOX 2101					Building Value	88,40
Address 2	CHESTER SC					Total Market Value	98,45
Zip Code	29706 7579					Total Tax Value	98,45
Codes							
District	01 🔻			Fire Code	SC -	SOUTHCHESTER	*******
Town	_			Neighborhood	R2 -	▼ RURAL 2	
Subdivision	<b>_</b>	The second secon		Use Class		·	2
Description	HWY 321			-			
Legal		*					
				***************************************			
Location	Street Number Street Na	me	1 111111	Suffix	D	irection	
Additional Informa	Principles of Pr						
Appraisal Appeal	Owner O	ccupied		TIF [		Base	
Agricultural Use	▼ Reapprai	sal Notice		MCIP [		Industrial Park ID	
Rollback				Exempt			
				What will who was		Coroll b	y: MAP#

Search Options	S. S		LITTORIUS AND			4.1		
Map Number		Real ▼ 00581893	History Year			Ale	rts as Additional Comment	
Name 1	SIMS MARY C	]	Other Map Number	-		`     <mark>"</mark>	as Additional Comment	.\$
Owner Information	on			-				
Post Initials	HD	Rea	ason for Change	_			- Activity Date	12/16/2024
Name 2							Land Value	10,05
Address 1	PO BOX 2101						Building Value	88,40
Address 2	CHESTER SC						Total Market Value	98,45
Zip Code	29706 7579						Total Tax Value	98,45
Codes	Transcription of the second							
District	01 🔻				Fire Code	SC	▼ SOUTHCHESTER	
Town	-				Neighborhood	R2	▼ RURAL 2	
Subdivision	_	= =			Use Class		<b>-</b>	
Description	HWY 321						,	
Legal								
Location	Street Number	Street Name		***************************************	Suffix		Direction	
Additional Inform	ation						, , , , , , , , , , , , , , , , , , ,	
Appraisal Appeal		Owner Occupied	-	-	TIF		Base	
Agricultural Use		Reappraisal Notice	-	***************************************	мар Г		Industrial Park ID	
Rollback					Exempt			

#### RESIDENTIAL APPRAISAL CARD

#### SOUTH CAROLINA

2	UN	rv.		
		8 m _	_	_

			N. I. II. a. U.
A	RD	OF.	CARDS

TAX MAP				DISTRI	CT		DA	TE OF A	PPRAISA	L		APPR	AISER	
			,	TRANS	FERRED FRO	M		Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
	Land			WE	+10110	M C		482	314	1.3 AC	457		8/10/7	18/0000
081-00-00-01				VIII TO THE CONTRACT OF THE CO					-		1701	7.5/	11/10/18	9000,
SIMS MAR					s D. Abe	scremble etal		548	323	Lot			5/27/88	61.000.00
	P O BOX 1352 BRONX NY 10475													
BRONX NY	10475								1			1		·
											1			
PROPERTY I	LOCATION	1	GENERAL DATA	4		COST DATA			MOBILE	HOME			INCOME	APPROACH
St., Rt. & No	v 32/	Yr. E	Built		Land			Make						
City	1 1	Econ	omic Life		Imp.	<del></del>		Model				Monthly	Rental	
Use		_	lition		L. H.		- C	Yr. Built				D M A		
Subdivision		Quali			Total	•		Condition				G. M. A	n	
Legal Description			al Rent		Stamps			Size				Indicated	Value	
			Permit		Old Map R	ef								
		Mort.	1		File No.									
STANDARD C	CLASSIFICATION		PROPI	RTY DAT	A				LAN	D CLASSI	FICATIO	DN		
NEIGHBORHOOD	gressive Paved Road Buildings Electricity		LAND IMP.	U	TILITIES	TOPOGRAPHY	1	LAND CLA	ASS I	NO. OF A	CRES	VALUE P	ER ACRE	VALUE PER CLAS
Progressive			ity	Level	Op	en Land								
Static	Earth Road		Pavement	Water		High								
Regressive	Railroad	_	Fence	Gas		Low								
Old New	Water		Landscaping Well	Sewer		Rolling	-							
New	Airport		AND	All Utili	iles	Swampy					-			
						LOT SIZE	FR	ONT	D	EPTH		REAR		OTHER
Number of Acres		0+	Number of Lots											
Per Acre Value			Number of Front I	t.		Remarks & I	Descri	intion						
Value for Ac	res		Per Lot Value											
Returned Area		or	Per Front Ft. Value				1	11						
Legal Area	4	7+	Value for Lo	ts				4	35					
Planimetered Area	40	7	Value for Fr.	Ft.		148	- 1							
Total Land Value						/70	1							
	ESTIMATED MARKET YALUE									92	>			d
	Lend Acres or		Improvement	#	Total	-	1		1	92				
Number	Lo					-		52	199					
Cost Approach K		0	1		-2-65	-								- 4
		50	103,000	2	13050	_							,	
Market Approacho	10,00	0	70,30	2	30,350									
Income Approach		-				_								
Correlated Value												D. V. V		
Assessed %	16,75	0	55,200	16	19:0	1			\			Zoning	DI	)
Reviewed by 2	ODORA- IBC	00	D	ale		Combiner 5	-0	15-48	)					· .

DESIGN	115	OCCUPANCY		Ref. No.		Yr.					1	1st (	Cost	1	Res	place			Improved
Ranch		Single Family	1.127	NO.	Class or Type	Built	Con	1.	Area	Rate				Additions		Cost		ep.	Cost
Split Level			1-193		LIGSS IV				1436	31 78	1 1	Sar	55	5.205	ba	$\Delta L_{ij} = 0$	1	De 1	5-520
Colonial		Fam. Rented	_		Stomae				12424	5,00	1								720
		Fam. Duplex																E	35 240
Cape Code		Condominiums									7								Mary Agent and Applications
Conventional				2000	Cla 55 III	1	-		1636	44,2	3	72,	2Ka O	5525	17	7.88	5	20	62,308
Modern					Storage	-	-			500	-	1001	100	1-03	1	100	-	-	720
						-		-	144	200				-	-			+	The second second second
						-	_	-							-				63,028
													,	1					
						-					. 1		_	PLUMBING - 6 B	11 1	2 2	TOTA	As	
					Masonry	FOUNDATH	3N - 1	-1-	Concrete		B 1	-		athroom No.	+++	-		2000	63.000
									Earth		-	1		I. Sh. Belh			THE STATE		
						ASEMENT	AREA - 8		Hardwoo	d				wo Fixt. Both			Additi	one or i	Deductions
					None		Full		Pine		_			t Shower fater Closets	++	-		1 4-	1 10-10
					Part Finished		Sq. F	1-	Single F Asphalt		-	-		avatories	++		Item	Ara	
					Rec.			+	Terrazzo		-	1		iich Sinks			No.	Quar	
					Apt.		8q. F	1.	W. W. C				N	lo Piumbing		-	140.	- Cuga	. 0001
		· · · · · · · · · · · · · · · · · · ·		. 1 -7.	Garage				Reinf. C			-			+	-	D.		10-
				101	Claire	TERIOR W	ALLS . 2	-	Rubber 1			-	+		++	-	Laten.	Odk.	101-1127
					Single 5			-	MT. F		B 1	2	3	TILING - 5 C	1 1	3	Pario		881
					Wood St	hingles		1	Hardwoo					ath Fl. & Wact.		1	2FP	1	5200
			6			Shingles			Dry Wall					ath Fl. & Walto	-				5205
						on Frome		-	Knotly P			1-1		ath Ft. Only Rm. Fl Only	-	-			1000
						on Title or C	В.	17	Unfinishe			-		ub Only	1	-	2000	-	
						c on Tile of	C.B.	1	Plast. on			1-		1. Shower			0 1	11111	7.44=1116
						k. Venoer			Painted I	Blk.				Il Floor		-	Porch	100 T	7/1/-///
						k, on Tile o	r C.B.	-	Penel			1-1	K	MISCELLANE	0110		ratio	192x	
					Solid Co	Shingles	*		Acoustic Suspend		-	++	-	lodem Kitchen	1		2FP		3800
						on Com. B		+	- Ouspenu.	-		-		.i Range					5525
					Cament	or Conc. 1							B	J. Oven					P
					Rainforce	ed Concrete							8	I. Refrig.					
					Aluminum	n Siding		+	-		-	+		I. Dishwasher I. Garb. Disp.					
					Torra Co	ne Facing		+	No Bede	nome -		1-1		haust Fan					
				4	s a a a a a a a a a a a a a a Sione or	T.C. Trim		1	1	1	_			I. Clothea Wash.			Total A	dditions	
					Party Wa									I. Dryer					
					Piate Cul	esa Front		-		-	-	++		odern Bath I. Vanity	-				
* ***, *, * * * *							*******	-	-	ENVIRONM	ENTA	1		I. Tub Encl.				REMAP	IKS
						ROOF TYP	E - 3		Warm Air				8	I. Vacuum sys.				2.5	
			:::		Hip	-	Gable	I.	Steem					etal Frame Sesh			1.5 X	2500	= 3250
					Monsard		Fiat	+	Forced A	r or Vapor		-		ood Frame Sash ulters				A	75 10
**					Gamoroi	ROOFING	- 5	+	Unit Heat			-	- 4	GRIDES	-	-		H	2500
					Asphalt 8			+	Air Cond			-	-1-						1750
DAME	5	20			Slate				No Heati								47		
2005	0	00			A Asbentos Metal Da	Shingles		-	Heat Pun	·P		_	-	OUT BUILDI	NGS		2500	10	Y
	-	- 10			4. Roll Ros	dino		+	Electric			-		ali Fdn. ngia Siding	-		15	135	00 -
					Tor & Gr.			1	1-				- D	ouble Siding			112		
Dates PTICE	1	4.1			Composit	lion								ningle Walte				7	A To
	-	2 beco		100				-	-		****	-		ucce On.					10 1
Time		0 - 00		-		MOULATIC	W . 3		Olt	-	Unit	Con		ement Blk. rick	4				10,0
/	1				Root or	Celling		T	Gas		-	1		oncrete Fir.					
					Wall				Stoker				E	arth Fir.					
Location					Storm Sa	sh & Doors		-	Elec.	LECTRICA	14 1	-	F	n. Int.	-		-		
Dharlast						COMDITIO	506			Cable BX	- 1	-	-					-4	- 12 m 14 k
Physical Characteristics	4	- "1					0 1	IP	Pipe Con	duit			-	FIREPLACES -	TYPE			-	
Characteristics					Int. Finia	h		1	Romez		-		D	puble				>-	
Plac					Leyout Structure		1-1-	-	-				Si	ngle one				1	
Size	1				LOCATIO	N	-	-				-	- 31	una			77-12	4.1. * -	8.0
Adjusted	-	-	_					-1-	-				-				111	4.7.1.1.	
Adjusted Sales Price	1													- 3		-			
Malan Drica		1																	
Sales Price																			



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

Issued to:		Receipt No. 9004						
Mary Sims		Date	12/16/2024					
1525 Columbia Road Chester, SC 29706		Cashier	ichappell					
Payment Items		Form of I	Payment					
		Credit Car	rd	\$150.00 <b>\$150.00</b>				
Map Amendment Rezone Property	\$150.00							
	\$150.00							

# LEGEND / NOTES -X-X- = FENCE LINE - OH POWER LINE OH POWER LINE IPS - IRON PIN SET IPF - IRON PIN FOUND RB - REBAR EOP - EDGE OF PAVEMENT C/L - CENTERLINE NIS - NOT TO SCALE R/W - RIGHT-OF-WAY LP - LIGHT POLE CP - COMPUTED POINT BWF - BARBED WIRE FENCE SSC - SEWER CLEAN-OUT MIS - 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'

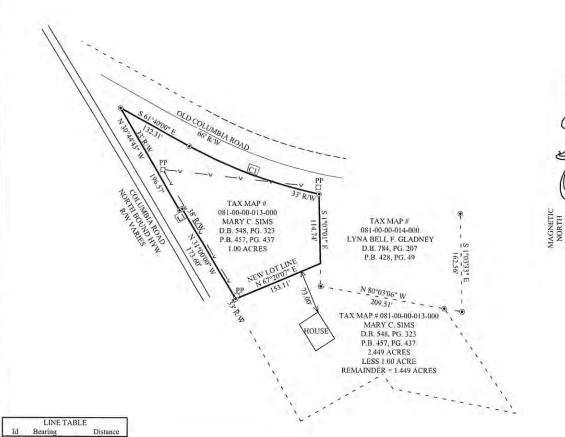


NOT TO SCALE

**NEW LOT LINES** 

ZONED R - 2 Lourent zoning

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



			CURVE TA	ABLE		
Id	Delta	Radius	Arc Length	Tangent	Chord	Ch Bear
CL	16°46'39"	790 32'	231.42"	116.55'	230.60	S 70°03'20" F

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 SPECIFED THEREIN.



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



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 Corwon Bypass, Chesto, SC 29706
Telephone Number(s): Home Work _377- 8683 Cell
Zoning Ordinance & 2-101: PD - Planned Development District
REASON FOR PROPOSED TEXT CHANGE:  To hamanize with subdivision and nance re-unite, and better antenn with  the best planning practice for the PD district.
Applicant (s) Signature: Ang 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 § 2-101

**Chapter 2: DISTRICTS AND MAP** 

§ 2-101 District Purposes

<u>RIV -River Preservation Districts.</u> 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.

<u>PD- Planned Development District</u>. 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.

<u>AP- Airport Overlay District</u>. 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.

Text Change

Chapter 2 § 2-101

**Chapter 2: DISTRICTS AND MAP** 

§ 2-101 District Purposes

<u>RIV -River Preservation Districts</u>. 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.

<u>PD- Planned Development District</u>. 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.

<u>AP- Airport Overlay District</u>. 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.



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

## ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 2-28-25 Case # CCTA 25-02 Invoice #
NAICS CODE Number:
APPLICANT INFORMATION
NAME: Chester Carry, SC, c/o J. Ward (Planing Director)
MAILING ADDRESS: Street/PO Box/Town/State/Zip
1476 JA Couran Bypass, Chester, SC 29706
Telephone Number(s): Home Work _ 371-8683 Cell
SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:
Zunny Ordnone & 4-129: PD- Planned Development District
REASON FOR PROPOSED TEXT CHANGE:
To hamanize with the process of new subdivision ordinaries, and better contum
To hamanize with the process of new subdivision ardnances, and better contumn with best planning practices for PD districts, by clarifying what is permissible in the PD district honce form.
Applicant (s) Signature: Any 2 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 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.

Text Change

Chapter 4 § 4-129

#### **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.



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

## ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 2 28 25 Case # <u>CCTA 25-03</u> Invoice #		
NAICS CODE Number:		
APPLICANT INFORMATION		
NAME: Chester County, SC, yo J. Ward (Planing Director)		
MAILING ADDRESS: Street/PO Box/Town/State/Zip		
1476 JA Cochron By pas, Charte, Sc 29706		
Telephone Number(s): Home Work377-86&3 Cell  SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:  Zoning ordinance & 4-110: R5-1: Single Family Residential District Regulation		
REASON FOR PROPOSED TEXT CHANGE:  To ensure good land we planing and strengthen existing subdition codes, while projecting the rezenting process.		
Applicant (s) Signature: fry 2 Mind Date: 2/11/2025		

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

Chapter 4 § 4-110

#### **Chapter 4: DISTRICT REGULATION**

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

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

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

Text Change

Chapter 4 § 4-110

#### **Chapter 4: DISTRICT REGULATION**

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

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

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



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

## **ZONING TEXT AMENDMENT APPLICATION**

Meeting Date: 2-28-25
NAICS CODE Number:
APPLICANT INFORMATION
NAME: Chester County, SC, No J. Word (Planing Director)
MAILING ADDRESS: Street/PO Box/Town/State/Zip
1476 JA Cochron By pas, Chesto, SC 29706
Telephone Number(s): Home Work Cell
SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:
Zantry Ordinary & 4-112: RG-1: Stryle-Family Residental District Regulations
REASON FOR PROPOSED TEXT CHANGE:  To ensure good land we planning and strengthen existing subdivision codes, while protecting the receiving process.
Applicant (s) Signature: fry 2 Mind 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**

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

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

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



Chapter 4 § 4-112

**Chapter 4: DISTRICT REGULATION** 

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

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

Minimum residential lot area:	Single family: With public water and sewer: 10,000 square feet. With public water; individual sewer: ½ acre as directed by DHEC. With individual water and sewer: 1 acre as directed by DHEC. Multi-family: 12,000 square feet for first dwelling unit; 3,000 square feet for second dwelling unit; thereafter 2,500 square feet for each additional dwelling unit.
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.
Minimum lot area for non- residential uses	Utility substations and water towers: 10,000 square feet. Other: As specified in conditions, or none.
Minimum lot width at building line:	With public water and sewer: 70 feet. Other: 130 feet.
Minimum front yard depth:	Residential uses: 25 feet from road right-of-way Other uses: 35 feet from road right-of-way
Minimum setback from second street frontage:	Side street on corner lot - 12 feet. Rear street on double frontage lot - 50 feet.
Minimum side yard:	Principal structure - 15 feet from interior side lot line.  Accessory structure - 6 feet from interior side lot line.
Minimum rear yard:	Principal residential structure - 20 feet from interior rear lot line.  Other principal uses: 30 feet from interior rear lot line.  Accessory structure - 6 feet from interior rear lot line.
Minimum setback from a pre- existing Commercial, Industrial or Agricultural District:	One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.
Multi-family development additional regulations:	Maximum length of structure: 200 feet. Setback from other residential buildings in development: 30 feet.



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, No J. Ward (Planing Director)
MAILING ADDRESS: Street/PO Box/Town/State/Zip
1476 JA Cochron By pas, Chasto, SC 29706
Telephone Number(s): Home Work 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 every good land we planing and strengthen existing subdition in codes, while protecting the rezently process.
Applicant (s) Signature: fry 2 Mend 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:

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

Text Change

Chapter 4 § 4-114

#### **Chapter 4 DISTRICT REGULATIONS**

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

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

Minimum residential lot area:	Single family: With public water and sewer: 10,000 square feet.  With public water; individual sewer: ½ acre as directed by DHEC.
arca.	With individual water and sewer: 1 acre as directed by DHEC.  Multi-family: 12,000 square feet for first dwelling unit;  3,000 square feet for second dwelling unit; thereafter  2,500 square feet for each additional dwelling unit.  Manufactured home parks: eight (8) acres.
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.
Minimum lot area for non- residential uses	Utility substations and water towers: 10,000 square feet. Other: As specified in conditions, or none.
Minimum lot width at building line:	With public water and sewer: 70 feet. Other: 130 feet.
Minimum front yard depth:	Residential uses: 25 feet from road right-of-way Other uses: 35 feet from road right-of-way
Minimum setback from second street frontage:	Side street on corner lot - 12 feet. Rear street on double frontage lot - 50 feet.
Minimum side yard:	Principal structure - 15 feet from interior side lot line.  Accessory structure - 6 feet from interior side lot line.
Minimum rear yard:	Principal residential structure - 20 feet from interior rear lot line.  Other principal uses: 30 feet from interior rear lot line.  Accessory structure - 6 feet from interior rear lot line.
Minimum setback from a pre-existing Commercial, Industrial or Agricultural District:	One-half of the applicable setback from a residential district specified for uses in the Commercial, Industrial or Agricultural District regulations.
Multi-family development additional regulations:	Maximum length of structure: 200 feet. Setback from other residential buildings in development: 30 feet.



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

## ZONING TEXT AMENDMENT APPLICATION

Meeting Date: 2-28-25 Case # CCTA 25-06 Invoice #
NAICS CODE Number:
APPLICANT INFORMATION
NAME: Chester County, SC, Word (Planing Director)
MAILING ADDRESS: Street/PO Box/Town/State/Zip
1476 JA Codwan Bypas, Chesto, SC 29706
Telephone Number(s): Home Work377-8663 Cell
SECTION OF ORDINANCE AFFECTED BY PROPOSED TEXT CHANGE:
Zoning Ordinance & 4-116: LC - Limited Commercial District Bosilations
REASON FOR PROPOSED TEXT CHANGE:  To ensue good land we planning and strengthen existing subdition in codes, while projecting the rezently process.
Applicant (s) Signature: fry 2 Mind 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 REGULATIONS

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

The following regulations apply to all uses in LC districts:

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

Text Change

Chapter 4 § 4-116

#### **Chapter 4 DISTRICT REGULATIONS**

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

The following regulations apply to all uses in LC districts:

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

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.

Date: 02-21-2025	
Board or Commission Appointment being sought: Radio	Users Advisory Committee
Name: Doug McMurray	Occupation: E911 Director
Street Address:	
Mailing Address: (if different from above)	
Telephone (Home):	Cell:
E-Mail:	Do you live in Chester County X yes /no.
Date of Birth	
If recommended by a Council Member, indicate their name	e: N\A
In which Council District do you reside? Please indicate (1-	(2)
Are you presently serving on a County Board or Commissi 03 /15 /2025	2.4
Board members shall serve at the will of the appointing Cothat of the appointer. Please check the appropriate box	
□ Accommodation Tax Board □ Chester County Historical Cemeteries Advisory Board	☐ Lewis Fire Protection District
□ Airport Commission	□ Olde English District
□ Assessment of Appeals Board	□ Parks and Recreation Board
Catawba Mental Health Board	□ Planning Commission
Catawba Regional Council of Government     Catawba Regional Worldforga Investment Regard	<ul> <li>■ Radio Users Advisory Committee</li> <li>□ Richburg Fire District Commission</li> </ul>
□ Catawba Regional Workforce Investment Board □ Chester County Library Board	Rural Fire Commission
□ Chester County Elorary Board □ Chester Metropolitan District Commission	□ Solid Waste Advisory Board
□ Construction Board of Appeals	□ Zoning Board of Appeals
□ Fort Lawn Fire Protection District Commission	
□ Gateway Steering Committee	
□ Hazel Pittman Center Board	
□ John Keziah Park Advisory Board	
Lando Fire Protection District	

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.

Date: 02/25/2025	, \(\frac{1}{y}\)
Board or Commission Appointment being sought: Rac	dio Users Advisory Committee
Name: Stewart T. Melton	Occupation: Chief Richburg Fire
Street Address:	
Mailing Address: (if different from above)	
Telephone (Home):	Cell:
E-Mail	Do you live in Chester County X yes / no.
Date of Birth: Sex: M	
If recommended by a Council Member, indicate their n	name:
In which Council District do you reside? Please indicate	e (1-7) 3
Are you presently serving on a County Board or Comn	nission? If "yes" when does your term expire?
	•
CONFLICT OF INTEREST STATEMENT: I, Stewar of any Chester County board, commission, or council, a may arise and in which a conflict of interest exists.  Signature:	t 1 Melton, as a voting member agree to disqualify myself from voting on any issue(s) which
Board members shall serve at the will of the appointing that of the appointer. Please check the appropriate b	g Council member and terms shall also run concurrent with ox below.
<ul> <li>□ Accommodation Tax Board</li> <li>□ Chester County Historical Cemeteries Advisory Board</li> <li>□ Airport Commission</li> <li>□ Assessment of Appeals Board</li> <li>□ Catawba Mental Health Board</li> <li>□ Catawba Regional Council of Government</li> <li>□ Catawba Regional Workforce Investment Board</li> <li>□ Chester County Library Board</li> <li>□ Chester Metropolitan District Commission</li> <li>□ Construction Board of Appeals</li> <li>□ Fort Lawn Fire Protection District Commission</li> <li>□ Gateway Steering Committee</li> <li>□ Hazel Pittman Center Board</li> <li>□ John Keziah Park Advisory Board</li> <li>□ Lando Fire Protection District</li> </ul>	rd □ Lewis Fire Protection District □ Olde English District □ Parks and Recreation Board □ Planning Commission □ Radio Users Advisory Committee □ Richburg Fire District Commission □ Rural Fire Commission □ Solid Waste Advisory Board □ Zoning Board of Appeals

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@chestercountyse.gov.

Date: 10/2/24	
Board or Commission Appointment being sought:	Abus Cos Protection Date of Roard
Name: Denise Rye	Occupation: Book ( 0000 C
Street Address:	The manan 1 V V V I V V II V V II V
Mailing Address: (if different from above)	7.3
Tolonhous (II	
	Cell:
E-Mail:	Do you live in Chester County yes / no.
Date of Birth: Sex:	
If recommended by a Council Member, indicate their nan	ne: Vel A Ace
In which Council District do you reside? Please indicate (	
Are you presently serving on a County Board or Commiss	sion? NO If "yes" when does your term expire?
CONFLICT OF INTEREST STATEMENT: I, Dev	Tire
of any Chester County hoard commission or council or	as a voting member
of any Chester County board, commission, or council, ago may arise and in which a conflict of interest exists.	ree to disquality myself from voting on any issue(s) which
and in which a connect of interest exists.	
Signature: Oune lace	
Board members shall serve at the will of the appointing C	Council member and terms shall also run concurrent wit
that of the appointer. Please check the appropriate box	below.
□ Accommodation Tax Board	
□ Ad-Hock Burnt House Cemetery	□ Lewis Fire Protection District
□ Airport Commission	□ Olde English District
□ Assessment of Appeals Board	□ Parks and Recreation Board
□ Catawba Mental Health	□ Planning Commission
☐ Catawba Regional Council of Government	□ Radio Users Advisory Committee
□ Catawba Regional Workforce	XRichburg Fire District Commission
□ Chester County Library	Rural Fire Commission
□ Chester Metropolitan District	□ Solid Waste Advisory Board
☐ Construction Board of Appeals	□ Zoning Board of Appeals
☐ Fort Lawn Fire Protection District	
☐ Gateway Steering Committee	
□ Hazel Pittman Center	
□ John Keziah Park	
□ Lando Rural Fire	

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.

Date: 2-26-2025	
Board or Commission Appointment being sought:	SSMENT OF APPEALS MORNEY
Name: Breeze E. Thereosle	Occupation: PEDNED
Street Address:	
Mailing Address: (if different from above)	
Telephone (Home):	11:
	Do you live in Chester County Vyes / no.
Date of Birth:	Do you need chester countyno.
If recommended by a Council Member, indicate their name:	BUBBY RUNGER
In which Council District do you reside? Please indicate (1-7	
Are you presently serving on a County Board or Commissio	n? If "yes" when does your term expire?
of any Chester County board, commission, or council, agree may arise and in which a conflict of interest exists.  Signature:	
Board members shall serve at the will of the appointing Cou	
that of the appointer. Please check the appropriate box be	elow.
□ Accommodation Tax Board	
□ Chester County Historical Cemeteries Advisory Board	□ Lewis Fire Protection District
□ Airport Commission	□ Olde English District
☐ Assessment of Appeals Board	☐ Parks and Recreation Board
□ Catawba Mental Health Board	□ Planning Commission
□ Catawba Regional Council of Government	□ Radio Users Advisory Committee
☐ Catawba Regional Workforce Investment Board	☐ Richburg Fire District Commission
□ Chester County Library Board	□ Rural Fire Commission
□ Chester Metropolitan District Commission	□ Solid Waste Advisory Board
□ Construction Board of Appeals	☐ Zoning Board of Appeals
□ Fort Lawn Fire Protection District Commission	
□ Gateway Steering Committee	
□ Hazel Pittman Center Board	
□ John Keziah Park Advisory Board	

□ Lando Fire Protection District

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 <u>must be a resident of that district</u> during the entire time of service. A member who moves residence from the district form which appointed, or from the county, automatically vacates the position.

Date: 2/27/25	
Board or Commission Appointment being sought:	HESTER COUNTY LIBRARY
Name: DAVID MCKEOWN	Occupation: RETIRED ARCHIVIST
Street Address:	
Mailing Address: (if different from above)	Control Control of the Control of th
Telephone (Home):	Cell:
E-Mail:	Do you live in Chester Countyyes /no.
Date of Birth: Sex: 1	
If recommended by a Council Member, indicate name:	MIKE VAUGHH
In which Council District do you reside? Please indicate	(1-6)
Are you presently serving on a County Board or Commis	ssion? NO If "yes" when does your term expire?
CONFLICT OF INTEREST STATEMENT: I, DAVID	McKEOWN , as a voting member of any
	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.	, council member and germs shall also rail concurrent with that
Please check the appropriate box below.	
Boards	Commissions/Committee
□ Accommodation Tax	☐ Airport Commission
☐ Assessment of Appeals	☐ Parks & Recreation Commission
☐ Catawba Mental Health	☐ Planning Commission
☐ Catawba Regional Council of Government	☐ Rural Fire Commission
Catawba Regional Workforce Board	☐ Lando Rural Fire Commission
Chester County Library	☐ Fort Lawn Fire Protection
☐ Hazel Pittman Center	☐ Richburg Fire District Commission
☐ Zoning Board of Appeals	☐ Gateway Steering Committee
☐ Construction Board of Appeals	☐ Ad Hoc Burnt House Cemetery
☐ Solid Waste Advisory Board	☐ Chester Metropolitan Commission
	☐ Olde English Commission
	☐ John Keziah Park Commission
	☐ Radio Users Advisory Committee
	Liadio Cocio Advisor y Committee

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