

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, May 17, 2021 at 6:00 PM

Interim Supervisor Dr. Wylie Frederick Presiding

Agenda

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. April 29th, 2021 Special Called Meeting.
 - b. May 3rd, 2021 Council Meeting.
 - c. May 7th, 2021 Special Called Meeting
4. **Citizen Comments**
5. **Public Hearing- None**
6. **Ordinances/Resolutions/Proclamations**
 - a. **1st Reading of Ordinance 2021-4 In Title Only** Chester County Fiscal Year 2021/2022 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2021; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2021; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.
 - b. **Resolution 2021-9** To adopt a lease agreement for the Sheriff's Substation in Richburg.
 - c. **Resolution 2021-10** Change the name on the Organizational Chart from Tax Assessor to Assessor.
7. **Old Business**
 - a. **2nd Reading of CCMA21-12:** Michael D. Cannon of MC Real Estate, LLC request Tax Map # 125-00-00-010-000 located on Colonels Point Parkway be rezoned from ID-2 (Limited Industrial) to ID-3 (General Industrial). *Planning Commission vote 6-0 to approve with a reverter clause if the business closes.*

b. **2nd Reading of CCMA21-13:** Michael R. Mills, agent for JAH Properties LLC request Tax Map # 087-00-00-001-000 (portion of) located along Darby Road, Chester SC be rezoned from R2 (Rural Two) to RS-1 (Single Family) *Planning Commission voted 6-0 to approve.*

c. Discussion regarding the recreation agreement between Chester County and Great Falls. Councilman Vaughn.

8. New Business

- a. Introduction of Brun DMC for multiple County Projects– Jarrett Davis and Marc Brun.
- b. Award of bid for Site/Civil Construction of North Chester Fire Station – Susan Cok.

9. Boards and Commissions

- a. Resignation from Parks and Recreation Board- Interim Chairman Frederick.
- b. Resignation from the Gateway Steering Committee-County Council.

10. Executive Session

- a. Receive legal advice regarding IBHS. Attorney Winters
- b. Receive legal advice regarding Project Magma. Attorney Winters.
- c. Receive legal advice regarding the State of Emergency Update. Attorney Winters.

11. Council Actions Following Executive Session

- a. Action taken regarding legal advice for IBHS.
 - (i) **1st Reading of Ordinance 2021-6** An Ordinance Authorizing (1) The Execution And Delivery Of A Second Amendment To That Certain Special Source Credit Agreement Previously Entered Into By And Between Chester County, South Carolina And Insurance Institute For Business And Home Safety; And (2) Other Matters Related Thereto.
- b. Action taken regarding legal advice for Project Magma.
- c. Action taken regarding legal advice of the State of Emergency Update.

12. Council Comments

13. Adjourn

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

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings and will now allow up to seventeen (17) citizens into the Council meeting room provided that masks are kept on throughout the meeting and individuals in attendance maintain social distancing at all times. As COVID conditions improve, Council does hope to allow for more personal attendance at County Council meetings.

Any citizen who wishes to make a public comment at the County Council meetings can do so in the following ways:

1. You may submit your comments in writing to County Council by emailing Karen Lee, klee@chestercounty.org.
2. You may submit your comments by mail: Chester County Clerk to Council, Karen Lee, PO Box 580, Chester, SC 29706.
3. Anyone who wishes to appear in person before Council must register with the Chester County Clerk to Council by phone 803-377-7852 or by email at klee@chestercounty.org no later than 10:00 am on the day of the Council meeting. Such appearance will be limited to one (1) person to be permitted to enter the building while maintaining social distancing. The Clerk will confirm the appointment back to the requestor. A County employee will be on hand to open the back door of the Government Complex at the registered time. The individual may appear before Council for no more than three (3) minutes and will be required to leave the building immediately following their address to Council. Groups of presenters will not be permitted at this time, nor will individuals who have not registered by the deadline. All rules of social distancing as recommended by the CDC and the etiquette procedures of the County Council must be followed. Chester County Council remains committed and receptive to the comments of the citizens of Chester County and while the Council does not like these restrictions, they are being done in the interest of everyone's health.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three-minutes.

When introduced:

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

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

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



CHESTER COUNTY COUNCIL SPECIAL CALLED MINUTES

R. Carlisle Roddey Chester County Government Building

1476 J A Cochran Bypass- Council Chambers

Thursday April 29th, 2021 at 6:00 PM

MINUTES

Present: Interim Chairman Dr. Wylie Frederick, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Vice Chairman Joe Branham was on Microsoft teams. Councilman Brad Jordan joined by Microsoft Teams at 6:15. Rules of Procedure Section 2-59 and 60 were suspended.

Absent: Councilman William Killian.

1. **Call to Order**-Interim Chairman Wylie called the meeting to order at 6:03PM.
2. **Executive Session**
Councilman Guy motioned to go into executive session, second by Councilman Vaughn. Vote 4-0 to approve.
 - a. Discussion regarding Project Magma.
3. **Council Action Following Executive Session**
Councilman Wilson motioned to go back to regular session, second by Councilman Vaughn. Vote 5-0 to approve.
 - a. Action taken regarding discussion for Project Magma.
4. **Adjourn**
Councilman Guy motioned to adjourn, second by Councilman Vaughn. Vote 5-0 to adjourn.

Time: 8:05 PM.

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

CHESTER COUNTY COUNCIL MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, May 3rd, 2021 at 6:00 PM

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, Clerk to Council Karen Lee and County Attorney Joanie Winters. Rules of Procedure Section 2-59 and 60 were suspended.

Absent: Councilman Pete Wilson with prior notification.

1. **Call to Order-**Interim Chairman Dr. Frederick called the meeting to order.
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **April 19th, 2021 Council Minutes.**
Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 5-0 to approve.
 - b. **April 22nd, 2021 Special Called Minutes.**
Councilman Jordan motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.
 - c. **April 26th, 2021 Special Called Minutes.**
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 4-0 to approve.
Councilman Killian was not present for the April 26th meeting and did not vote.
4. **Citizen Comments**

Barry Dodson, 3631 Hernandez Road, Richburg spoke about the approval process for rezoning does not match up with the Gateway Master Plan.
5. **Public Hearing-** No one signed up to speak.
 - a. **3rd Reading of 2021-5** An Ordinance to Adopt Various International and Standard Codes Relating To Inspection Activities of The County of Chester, South Carolina And Enforcement of Building Provisions As Provided in Said Codes.
6. **Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2021-5** An Ordinance to Adopt Various International and Standard Codes Relating To Inspection Activities of The County of Chester, South Carolina And Enforcement of Building Provisions As Provided in Said Codes. Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
7. **Old Business**
 - a. Update on the 2014 Capital Project Sales Tax funds. Susan Cok.
Mrs. Cok went over the list of projects left to finish up and was taken as information.
 - b. **3rd Reading of CCMA21-01:** Pamela F. Guinn request Tax Map # 122-00-00-197-000 located on Clinton Road, Edgemoor SC, be rezoned from ID-1 (Restricted Industrial) to R1 (Rural One). *Planning Commission voted 7-0 to approve.* Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.

c. 3rd Reading of CCMA21-05: Patricia A Howze, Paulette Howze and Rachel D. Howze request Tax Map # 134-00-00-199-000 located on Highway 223, Chester, be rezoned from R2 (Rural Two) to RS-1 (Single Family) *Planning Commission voted 7-0 to approve.* Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.

d. 3rd Reading of CCMA21-06: J.M. Mullis, Inc request Tax Map # 165-00-00-079-000 located on Highway 21 (Catawba River Rd) Fort Lawn, SC be rezoned from R2 (Rural Two) to ID-3 (General Industrial) *Planning Commission voted 7-0 to approve.* Councilman Jordan motioned to approve with a reverter clause, second by Vice Chairman Branham. Vote 5-0 to approve.

e. 3rd Reading of CCMA21-07: J.M. Mullis, Inc request Tax Map # 165-00-00-055-000 located on Highway 21 (Catawba River Rd) Fort Lawn, SC be rezoned from R2 (Rural Two) to ID-3 (General Industrial) *Planning Commission voted 7-0 to approve.* Councilman Jordan motioned to approve with a reverter clause, second by Vice Chairman Branham. Vote 5-0 to approve.

f. 3rd Reading of CCMA21-08: J.M. Mullis, Inc request Tax Map # 165-00-00-091-000 located on Highway 21 (Catawba River Rd) Fort Lawn, SC be rezoned from ID-2 (Limited Industrial) to ID-3 (General Industrial) *Planning Commission voted 7-0 to approve.* Councilman Vaughn motioned to approve with a reverter clause, second by Councilman Jordan. Vote 5-0 to approve.

g. 3rd Reading of CCMA21-09: J.M. Mullis, Inc request Tax Map # 165-00-00-080-000 located on Highway 21 (Catawba River Rd) Fort Lawn, SC be rezoned from ID-2 (Limited Industrial) to ID-3 (General Industrial) *Planning Commission voted 7-0 to approve.* Councilman Jordan motioned to approve with a reverter clause, second by Vice Chairman Branham. Vote 5-0 to approve.

h. 3rd Reading of CCMA21-10: J.M. Mullis, Inc request Tax Map# 165-00-00-066-000 located on Highway 21 (Catawba River Rd) Fort Lawn, SC be rezoned from ID-2 (Limited Industrial) to ID-3 (General Industrial) *Planning Commission voted 7-0 to approve.* Councilman Vaughn motioned to approve with a reverter clause, second by Vice Chairman Branham. Vote 5-0 to approve.

i. 3rd Reading of CCMA21-11: J.M. Mullis, Inc request Tax Map # 165-00-00-065-000 located on Highway 21 (Catawba River Rd) Fort Lawn, SC be rezoned from ID-2 (Limited Industrial) to ID-3 (General Industrial) *Planning Commission voted 7-0 to approve.* Councilman Vaughn motioned to approve with a reverter clause, second by Vice Chairman Branham. Vote 5-0 to approve.

j. Approval of the Needs and Assessment 2021 Priority List–County Council.
Council went over the list and decided to add the YMCA and have a representative from Catawba Regional come to the next meeting to explain how the list is categorized. Vice Chairman Branham motioned to approve the list and to add the YMCA, second by Councilman Killian. Vote 5-0 to approve.

k. From CTC meeting.

1. Action taken for reimbursement from C-funds to the Road Department in the amount of \$38,170.38. Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.

2. Action taken for reimbursement from C-funds to the Recycling Department in the amount of \$1458.38. Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 5-0 to approve.

3. Action taken for 2022 Road repaving list. Vice Chairman Branham motioned to approve, second by Councilman Killian. Vote 5-0 to approve.

4. Action taken for Pedestrian Crossing Agreement at Railroad at Pizza Hut. Taken as information.

5. Action taken for truck traffic on Sugar Plum Road. Taken as information.
6. Action taken for road repairs on Wylie Road. Taken as information.
7. Action taken for 2022 SCDOT/ CTC partnership.
Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 4-1 to approve.
Councilman Vaughn opposed.

8. Action taken for Douglas and Washington Street sidewalks. Taken as information.

8. New Business

a. **1st Reading of CCMA21-12:** Michael D. Cannon of MC Real Estate, LLC request Tax Map # 125-00-00-010-000 located on Colonels Point Parkway be rezoned from ID-2 (Limited Industrial) to ID-3 (General Industrial). *Planning Commission vote 6-0 to approve with a reverter clause if the business closes.*
Councilman Vaughn motioned to approve, second by Councilman Killian. Councilman Jordan stated he did not like the idea of the space to be rented out to be used as ID-3 as well. He asked for more information to be presented at the next meeting. Councilman Killian withdrew his second, Councilman Vaughn withdrew his motion. Councilman Jordan motioned to deny, second by Councilman Vaughn. Vote 5-0 to deny.

b. **1st Reading of CCMA21-13:** Michael R. Mills, agent for JAH Properties LLC request Tax Map # 087-00-00-001-000 (portion of) located along Darby Road, Chester SC be rezoned from R2 (Rural Two) to RS-1 (Single Family) *Planning Commission voted 6-0 to approve.* Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.

9. Boards and Commissions -None

10. Executive Session-Councilwoman Guy motioned to go into Executive Session, second by Vice Chairman Branham. Vote 5-0 to approve.

- a. Discussion regarding Project Magma. Attorney Winters.
- b. To Discuss a contractual matter regarding Project 2024. Attorney Winters.
- c. To receive legal advice regarding Southeastern Petroleum. Attorney Winters.
- d. Receive legal advice for a property contract. Attorney Winters.

11. Council Actions Following Executive Session-Councilman Vaughn motioned to go back to Regular Session, Second by Councilman Killian. Vote 5-0 to approve.

a. Action taken regarding discussion for Project Magma. Taken as information.

b. Action taken regarding discussion of Project 2024.

Councilman Jordan motioned to allow project 2024 to use adjacent land for storage subject to an improved MOU and indemnity agreement and run to the end of the year and subject to a sixty day right of the County to require them to move, second by Vice Chairman Branham. Vote 5-0 to approve.

c. Action taken regarding legal advice for Southeastern Petroleum.

Councilman Vaughn motioned to allow the County Attorney to take necessary actions to conclude the sale of Southeastern Petroleum, second by Councilman Killian. Vote 5-0 to approve.

d. Action taken regarding legal advice for a property contract. Taken as information.

12. Council Comments

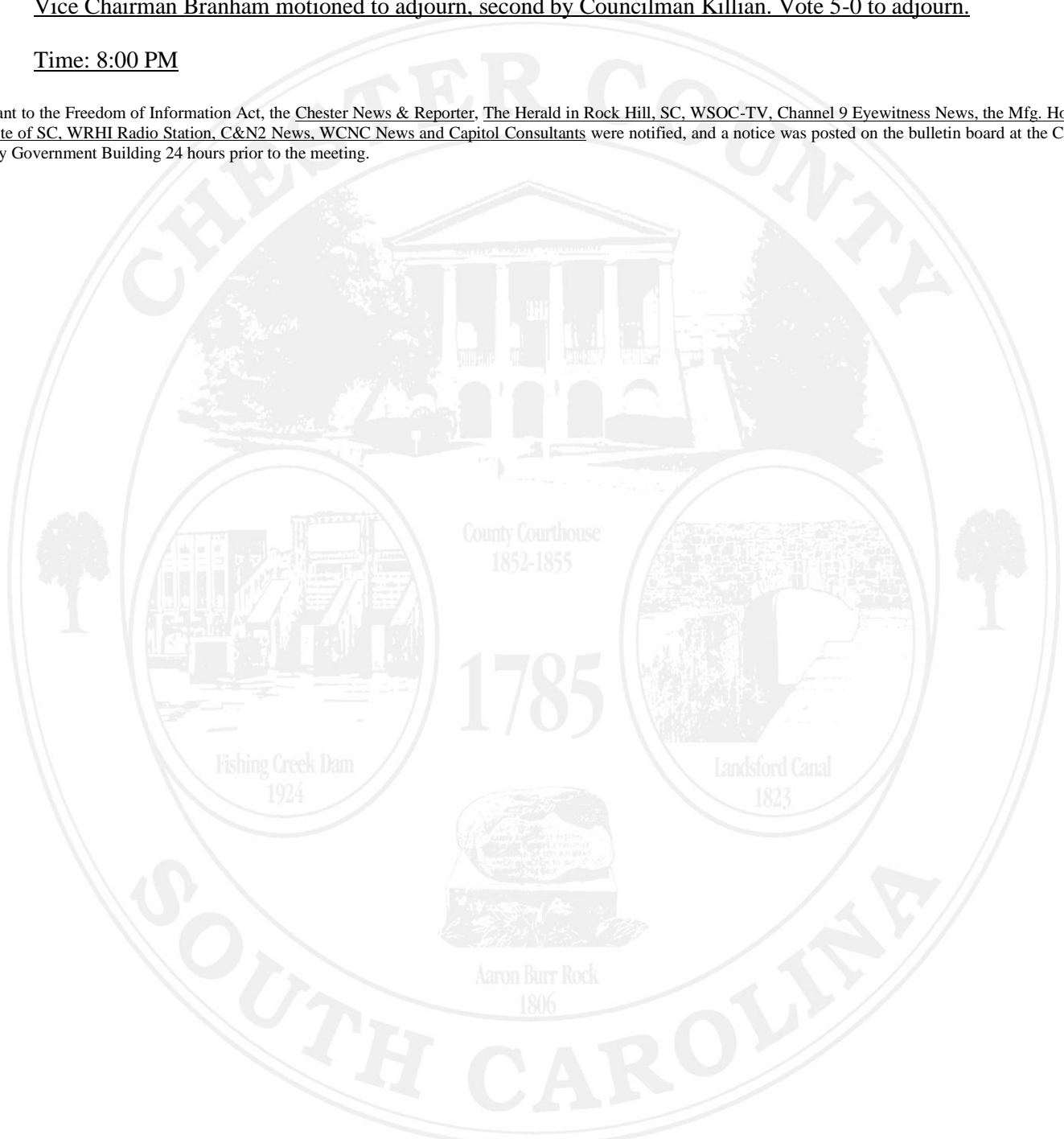
Councilman Vaughn and the rest of Council congratulated Councilman Wilson and his wife Caroline on their new baby.

13. Adjourn

Vice Chairman Branham motioned to adjourn, second by Councilman Killian. Vote 5-0 to adjourn.

Time: 8:00 PM

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





CHESTER COUNTY COUNCIL SPECIAL CALLED MEETING

Gateway Conference Center

3200 Commerce Drive, Richburg, SC

Friday, May 7th, 2021 at 11:30 AM

Minutes

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Pete Wilson Councilwoman Mary Guy, Councilman William Killian, Clerk to Council Karen Lee and County Attorney Joanie Winters. Rules of Procedure Section 2-59 and 60 were suspended.

1. **Call to Order-** Interim Chairman Frederick called the meeting to order at 11:38 AM.
2. **Executive Session**
Vice Chairman Branham motioned to go into executive session, second by Councilman Killian.
Vote 6-0 to approve.
 - a. Discussion regarding Project Magma.
3. **Council Action Following Executive Session**
Councilman Vaughn motioned to go back to regular session, second by Councilman Wilson.
Vote 6-0 to approve.
 - a. **Action taken regarding discussion for Project Magma.** Taken as information only.
4. **Adjourn**
Vice Chairman Branham motioned to adjourn, second by Councilwoman Guy, Vote 6-0 to 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.



Resolution 2021-9

A RESOLUTION

TO ADOPT THE LEASE AGREEMENT FOR THE RENTAL OF THE PROPERTY KNOWN AS 2827 LANCASTER HIGHWAY, RICHBURG, SC

BE IT RESOLVED BY THE COUNTY COUNCIL OF CHESTER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

WHEREAS, the County wishes to allow for the lease of the property known as 2827 Lancaster Highway, Richburg, South Carolina for the exclusive use of the Chester County Sheriff's Office for the express purpose of creating a Chester County Sheriff's Office substation; and

WHEREAS, the County wishes to protect the interest of all parties engaged in such a lease of the property by utilizing the lease agreement as provided herein as Exhibit "A" and incorporated by reference; and

WHEREAS, the County wishes to enter into a lease agreement for the purpose expressed in this Resolution, understanding and adopting the terms and conditions of said agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby adopt the lease agreement, Exhibit "A", incorporated by reference into this resolution, as the lease Agreement for the lease of the property known as 2827 Lancaster Highway, Richburg, South Carolina.

DONE IN MEETING DULY ASSEMBLED, this 17th day of May, 2021.

COUNTY COUNCIL OF CHESTER COUNTY

Dr. Wylie Frederick, Interim County Supervisor
Chairman, County Council of Chester County

ATTEST:

Karen Lee
Clerk to County Council of Chester County



STATE OF SOUTH CAROLINA

)

COMMERCIAL LEASE AGREEMENT

)

COUNTY OF CHESTER

)

THIS **COMMERCIAL LEASE AGREEMENT** (this "Agreement") is made this 1st day of June, 2021 by and between **PMP DADDY, LLC** (the "Lessor"), and **Chester County** (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor owns certain real property located at 2827 Lancaster Hwy, Richburg, SC 29706 (tax map # 115-00-00-211-000) in Richburg, SC, in the County of Chester (the "Premises") Suite A, 1,250 square feet

WHEREAS, the Lessee desires to lease from the Lessor and the Lessor desires to lease to the Lessee the Premises for the exclusive use by the Chester County Sheriff's Office for the purpose of a Sheriff's Office substation.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1 Recitals. The Recitals to this Agreement are true and accurate and are incorporated herein by reference.

Section 2 Term. The term of this Agreement is a one-year lease, commencing on June 1, 2021. Written notice of termination must be given by either party no less than ninety (90) days.

Section 3 Rent. The Rent is payable in equal monthly installments of One Thousand Two Hundred Dollars & NO/100 CENTS (\$1,200.00) and is due on the first day of each calendar month. \$2,400.00 due at signing. There is a refundable \$1,200.00 security deposit included.

Rental payments shall be made to the following address: PMP DADDY, LLC, PO BOX 249 Richburg, SC 29729 contact Todd J Andrews [REDACTED]

Section 4 Late Fee. If any rental payment is not received by the Lessor by the tenth (10th) day of the month in which it is due, a late charge of TWENTY-FIVE DOLLARS AND NO/100 CENTS (\$25.00) shall be added to the payment.

Section 5 Personal Property Taxes and Assessments. During the Term of this Agreement, the Lessee shall pay, prior to delinquency, all personal property taxes with respect to the Lessee's personal property, if any, on the Premises. Real estate taxes shall be the responsibility of the Lessor.

Section 6 Utilities. During the Term of this Agreement, the Lessee shall pay, prior to delinquency, all charges for water and sewer and other utilities consumed or utilized by the Lessee in the operation of its business upon the Premises.

Section 7 Commercial General Liability Insurance. The Lessee covenants and agrees that throughout the Term of this Agreement it shall obtain and keep in effect a policy of commercial general liability and property damage insurance with respect to the Premises in a commercially reasonable amount.

Section 8 Use of Premises. It is agreed and understood that the Premises shall be used only by the Chester County Sheriff's Office for the purpose of having a Sheriff's Office substation, and for no other purposes whatsoever. All personal property placed in or upon the Premises by Lessee, or its invitees or licensees, shall be at the risk of the Lessee and the Lessor shall in no event be liable for the loss or damage of any such property.

Section 9 Compliance with Laws. The Lessee shall not conduct any trade or occupation in or on the Premises which will be unlawful, improper, excessively noisy or offensive, or contrary to any federal, state, county or municipal statute, ordinance, or regulation in force in the area in which the Premises are situated.

Section 10 Freedom of Information Act. Due to the fact that the Lessee is a political subdivision of the State of South Carolina, it is subject to the laws of the Freedom of Information Act, and as such, the contents of this Agreement are subject to public disclosure.

Section 11 Maintenance and Repair. The Lessee shall be responsible, at its sole expense, for maintaining the Premises, including a/c unit, plumbing, etc. to the Lessor's satisfaction, in a clean, orderly, and law-abiding manner and to keep the common area free of debris, and material that may become unsightly, or a detriment to the appearance of the Premises.

Section 12 Surrender of Premises. Upon the expiration or earlier termination of this Agreement, the Lessee shall surrender the Premises in the same condition as when the Lessee took possession of the Premises, reasonable wear and tear excepted.

Section 13 Assignment and Subletting. The Lessee shall not assign this Agreement, nor sublet any portion of the Premises without the prior written consent of the Lessor, which consent may be unreasonably withheld or delayed. For the purposes of this Section, any mortgage, conveyance, transfer or encumbrance of this Lease and any transfer by operation of law shall be deemed an assignment. Consent by the Lessor to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment of sublease.

Section 14 Events of Default. The following shall be considered "Events' of Default":

Section 14.1 The failure of the Lessee to pay any installment of rent or any other sum payable by the Lessee hereunder within thirty (30) days after the same shall become due and payable.

Section 14.2 The failure to perform, violation, or breach by the Lessee of any of the terms, covenants, or conditions hereof, which failure, violation, or breach shall continue unremedied by the Lessee for a period of thirty (30) days after written notice thereof shall have been given to the Lessee by the Lessor, or for such additional period as may be necessary to remedy such failure, violation, or breach with due diligence.

Section 15 Lessor's Remedies. Upon the occurrence of any Event of Default by the Lessee, the Lessor has the right, at its sole option, to terminate this Agreement. In addition, with or without terminating this Agreement, the Lessor may re-enter, terminate the Lessee's right of possession and take possession of the Premises. If there is any Event of Default by the Lessee, then whether or not this Agreement is terminated by reason of the Lessee's default, the Lessee shall remain liable for any Rent that becomes due or damages sustained prior to such default, plus all reasonable costs, fees and expenses, including but not limited to, reasonable attorney's fees and any and all other reasonable costs and expenses. The Lessor shall have, in addition to the remedies above provided, any other right to remedy available to the Lessor on account of the Lessee's default, either in law or equity.

Section 16 Governing Law. This Agreement shall be governed by and subject to the laws of the State of South Carolina.

Section 17 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the Premises and upon execution by both parties, shall constitute the entire agreement, unless modified hereafter by both parties in writing. This Agreement terminated and supersedes all prior understandings or agreements on the subject matter hereto. This Agreement may only be modified in writing and must be executed by both parties.

Section 18 Severability. If any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect.

Section 19 Binding upon Successors and Assigns. This Agreement shall be binding upon the Lessor and the Lessee, their respective successors and assigns. This provision shall not be deemed permission to the Lessor to assign this Lease.

Section 20 Authority. This Agreement has been approved by Chester County Council at its duly called Council meeting, and following three readings of an ordinance to adopt this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

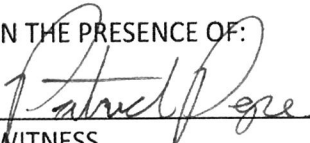
Section 21 Non-Waiver. No delay or failure by the Lessor to exercise or enforce any of the Lessor's rights or remedies under this Agreement constitutes a waiver of any such rights or remedies.

Section 22 Reasonable Inspection. The Lessor, or its agents, upon reasonable notice to the Lessee, shall have the right to enter the Premises, at reasonable hours during the day, to examine the

same, or to make such alterations and repairs as may be deemed necessary, including, but not limited to, routine maintenance, camera security, or phone service .

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals of the day and year first above written.

IN THE PRESENCE OF:

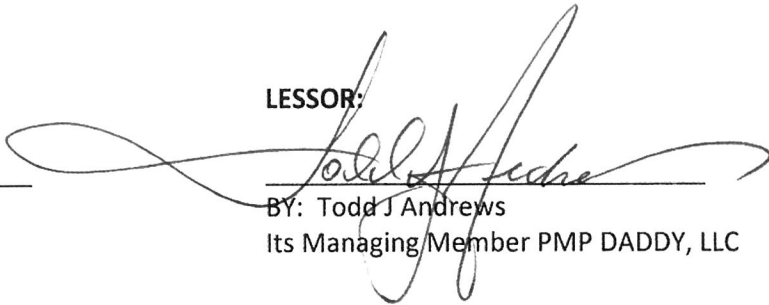


WITNESS



WITNESS

LESSOR:



BY: Todd J Andrews
Its Managing Member PMP DADDY, LLC

LESSEE: CHESTER COUNTY

WITNESS

BY:
Interim County Supervisor

WITNESS



Resolution 2021-10

A RESOLUTION TO CHANGE THE POSITION TITLE FOR THE CHESTER COUNTY TAX ASSESSOR

WHEREAS, Chester County has an existing employment position for the Chester County Tax Assessor.

WHEREAS, it is the belief that this position title needs to be amended in accordance with S.C. Code §12-37-90 which refers to the position as Assessor, not as Tax Assessor.

WHEREAS, this is not creating a new position and this is a position that is currently funded through the approved County budget.

WHEREAS, this is not creating new job duties and the individual in this position will continue to be expected to perform the job duties as specified in the currently approved job description.

WHEREAS, Section 4-9-30(6) of the Code of Laws of South Carolina empowers the County Council "...establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions..."

WHEREAS, County Council established by ordinance the methods by which the County Council shall establish agencies, departments and positions and alter existing agencies, department and positions.

WHEREAS, this method was determined that County Council must effect any changes to agencies, departments and positions either as a part of the budget process or be approved by the Council by a duly adopted resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby authorize the position title change from the current, *Chester County Tax Assessor* to the *Chester County Assessor* and said

Resolution 2021-10

change shall be reflected on all organizational charts and the applicable job description, along with all signage, letterhead, etc., that may continue to contain the now former title of *Chester County Tax Assessor*.

DONE IN MEETING DULY ASSEMBLED, this 17th day of May 2021.

COUNTY COUNCIL OF CHESTER COUNTY

Wylie Frederick
Interim County Supervisor

ATTEST:

Karen Lee
Clerk to County Council of Chester County

CCMA21-12: Michael D. Cannon of M C Real Estate, LLC request Tax Map # 125-00-00-010-000 located on Colonels Point Parkway be rezoned from ID-2 (Limited Industrial) to ID-3 (General Industrial)

Robert Long, director of Chester County Economic Development. This is an economic development project. I've been working with Mr. Cannon over six months now. Colonels Point Industrial Park is an Industrial Park that is truly designed for small industrial users. The particular site he is looking at is already defined by two existing buildings. It's about 3 acres. The remaining acreage in that park is about 50 acres. It's not been subdivided even though its already defined. It is part of the bigger tract that is zoned ID-2. Mr. Cannon is interested in building a 10,000 square foot facility as a recycling operation. He will be taking used oil and grease from restaurants. All he is doing is taking it, he warms it up. Cleans it. Filters it. Then puts it back into containers and sells it. He is not making any kind of product such as bio diesel or anything like that. This is a fairly straight forward operation. Based on his NAICS code is the reason we need to do the ID-3 rezone. One thing I am excited about, this is not a huge project, but it's an important project. All projects are important to us as a community. One thing I am excited about is he is looking to build some additional space. For his use, he only needs about 5,000 feet of space. He is proposing to build a 10,000 corporate space meaning there will 5,000 square foot space for other industrial users. I can tell you now, the vacancy rate across the board for industrial space is very limited, with the exception of larger spaces such as the former Katherine Plant and also the former Superior Essex. Those have their own issues with low ceiling height and so forth. For folks looking for smaller space, they have no options. In fact, I have an active project in Rock Hill now that's been trying to grow and expand and looking to come here to Chester. I just don't have any options for them. This may be an opportunity here with this project. He has a very successful operation. He is an entrepreneur. He has several operations one of which is in the Columbia area, another in the Greenville-Spartanburg area. He has never had any issues with the neighbors about odor or anything associated with that. More importantly, he is now a resident of Chester County. He has moved and built here. This is an expansion. This is not a relocation of his other operations.

Commissioner Howell asked if you are rezoning the whole property? Mr. Long said no. We are looking to subdivide. He wants the 3 acres zoned to ID-3. Obviously, the owner of the property doesn't want to rezone the entire thing, the whole 50 acres. Its basically just to rezone the 3 acres and then of course he would move forward with the purchase of the property once he knows he has the proper zoning. Commissioner Howell asked if he needed the full 3 acres to build his small warehouse? Mr. Long said between the setbacks and parking it's fairly narrow. I think 10,000 is all the area would support, plus you know tie parking and so forth. Commissioner Howell then said, this property backs up to the school, correct? Mr. Long said no, he is actually on the other side. The middle school is actually a little further towards the interstate. He is actually between Outokumpu and one of the other business there. I don't believe that he backs up to the school. Commissioner Raines said it is fairly close to the High School. Commissioner Walley then states that she does not like what's happening. I think he needs to present first, and then if he wants to tell us in favor of it he can talk afterwards. Mr. Long said I will turn it over to Mr. Cannon.

Mike Cannon of 512 Pond View Lane, Richburg, SC stepped to the podium. I am the owner operator of Providence Environmental. We are a pump and haul operation. We are backing trucks. I have a business with three components to it. Government contracting. Grease trap. Oil water separator service. And used cooking oil. I bought a used cooking oil business about 5 years ago from some gentleman in Spartanburg called Panacea Biofuels. They didn't make any biofuel, but they collected used cooking oil which is a raw material for the bio diesel industry. The objective of used cooking oil, everyone has been to a restaurant and eaten fried food. Cooking oil gets old. You take it out back and put it in a bin. Someone has to come around and pick it up, and that's us. We have I think 400 restaurants across the state. We collect it. Bring it to our shop where we consolidate it. Give it a little bit of heat. Oil floats to the top. Water floats to the bottom. We send the water, via vacuum truck, to a permitted disposal site in Bishopville, SC and the oil is filtered and sold to a broker which it could go anywhere. This operation, which I would like to put near my home, just because I'm getting older, and I would like to be able to go to work 5 minutes from my house rather than all the way to Greenville-Spartanburg. We generate no waste in Chester County. Waste that is generated is trucked off site to permitted disposal site in Bishopville, SC. That's the long and short of it. Its not a very big operation. One guy runs the operation. That dewateres the used cooking oil. I have a driver and a half that is going around the state picking up.

Commissioner Raines asked how many gallons would you process per day? Mr. Cannon said, raw, per day 1,500 or so. We try to ship out a 6,000-gallon tanker. If I get one every 10 days, I am happy. So, the raw oil coming in, roughly is about 50% water in it. In order to make 6,000 gallons of finished product I have to bring in 12,000 gallons. Our truck is a non CLD truck. It's a short six wheel. Anyone can drive it. He fills it once a day. If he is in Columbia, he fills up twice. It's not a high-volume operation. Chairman Raines asked once or twice a day raw product. Mr. Cannon said yes. Chairman Raines asked if operation would be 24-hours a day. Mr. Cannon said no sir. Currently we run 8-5 or 8-4.

Vice Chairman Smith asked which state agency regulates biofuel? Mr. Cannon said I'm not in biofuel. Vice Chairman Smith said, the business you're in is there a state or federal agency? Mr. Cannon said the business I am in, I'm regulated by DHEC on the grease trap side. On the used cooking oil side, I'm not aware of anybody that regulates that. It's really considered a waste. Our biggest problem that we have is theft. Because its commodity. It has value. We have people that come around and cut our locks and steal. We can't get the backing of law enforcement because they think people are stealing garbage. Vice Chairman Smith asked if you have annual inspection from DHEC? Mr. Cannon said well I have, in Richland County, a storm water walk through. We pass with flying colors. I'm well respected by DHEC. I hold permits in North Carolina, Virginia, Georgia and of course South Carolina. Commissioner Walley asked, leaving your facility, would be what type of truck? Mr. Cannon said it's an 18-wheeler, 63,000-gallon tanker. Commissioner Walley asked how often would you say that would be traveling out of your facility? Mr. Cannon said if I could do it once a week, I would be happy. But reality, once every 10 days. Commissioner Walley said just one truck every ten days? Mr. Cannon said leaving the facility, yes. We will pick up oil every day. Commissioner Walley said so you're moving your whole thing from Wellford to Richburg. Mr. Cannon said yes mam. That's a one-person operation. When I bought the business, four years ago, it was a multi-tenant operation there. Chairman Raines said you will have the same amount of waste. Another tanker with your waste? You're saying you have a tanker of the finished product every day, will you have the same with the waste? Mr. Cannon said the waste is consolidated in the same manner as the finished product. So, I misspoke, it would really be two. You take the finished product off, but then you have to take the waste off. Two tractor trailers every ten days. Commissioner Howell asked the tanker that you're bring in, is it an open container truck or closed container? Mr. Cannon said it is a closed container. It's vacuum trucks.

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

Chairman Raines asked Mr. Long if there was anything that he would like to add. Commissioner Walley apologized for interrupting earlier. Mr. Long said the parcel is already defined roughly as 3 acres. But it is part of the 50 acres track that's never been subdivided. That bigger track is zoned ID-2. Because of the NAICS code they do need ID-3. They are looking to rezone the 3 acres to ID-3. And I'm excited about the extra space to give us a small amount of space, 5,000 square feet, that we can market, and I've already got some projects that would be great fits for it. Commissioner Walley said repeat that sentence again for me. Mr. Long said he is building more space than he needs. He is building a 10,000 square foot building and would only occupy half the space so there will be at least 5,000 square feet that's going to be marketable for other tenants. Commissioner asked if it would be one building split into or two separate buildings. Mr. Long said it will be one building divided. A small industrial flex building. Commissioner Walley asked does he see expanding his business to need the rest of that building? Mr. Long said I guess it really depends on how well his business goes. Theoretically, he is leasing the space. If his business grows fantastically, and he needs the space. He could just not renew the lease to his tenant and take over the space. I don't think that's his plan. I think his plan is that 5,000 is greatly large enough for the foreseeable future for his operation. Chairman Raines said this is just an opportunity for other business to move in. Mr. Long said yes, and I have one active project right now that is looking for right at 5,000 square feet.

Commissioner Howell said on exhibit A on this paper we have, Lewisville High School backs up to this property. We were told just now by this gentleman that this property did not back up to the school. Mr. Long said I apologize. Chairman Raines said I understood that he was under the misconception that we were talking about the middle school. Mr. Long said that is correct. Commissioner Howell asked Chairman Raines if he would entertain a reverter clause for this property if it ever quits being this waste oil? Chairman Raines said yes that is something we can consider; it is heavier industrial. Chairman Raines explained the reverter clause to Mr. Cannon that we conditionally approve the rezoning. Mr. Cannon said I was actually going to suggest that. I'm 56 years old. My objective is to bring the operation over here. Build something that I can rent when I am finished. That's why I spoke with Robert initially. Have a marketable piece of property that I can lease when I retire. Chairman Raines said so you are good with the reverter clause. Mr. Cannon again said yes. Chairman Raines said the only sticky part of that I can think of is if he has his business inside of his building and another business in the other side. If he ceases to operate, both businesses would revert back to ID-2, regardless of what the other half was. Commissioner Walley said so the whole 3 acres would revert back. Chairman Raines said yes. Then at that point they could come back. Reapply and we could consider what they are doing.

Commissioner Howell made a motion to approve the rezone with the reverter clause if the business cease to exist, the zoning will revert back to ID-2; seconded by Vice Chairman Smith. Vote was 6-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 4.20.21 Case # CCMA21-13 Invoice # 3730

The applicant hereby requests that the property described to be rezoned from ID2 to ID3

Please give your reason for this rezoning request:
MC Real Estate LLC will design/build a plant to convert used cooking oil from restaurants to a feedstock for the biodiesel industry

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: 562998

Property Address Information

Property address: Colonels Pt. Parkway Richburg SC
 Tax Map Number: 125-00-00-010-000 Acres: 3

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

PLEASE PRINT:

Applicant(s): Michael D. Cannon for MC Real Estate, LLC
 Address PO Box 3216 Columbia SC 29230
 Telephone: _____ work _____
 E-Mail Address: _____

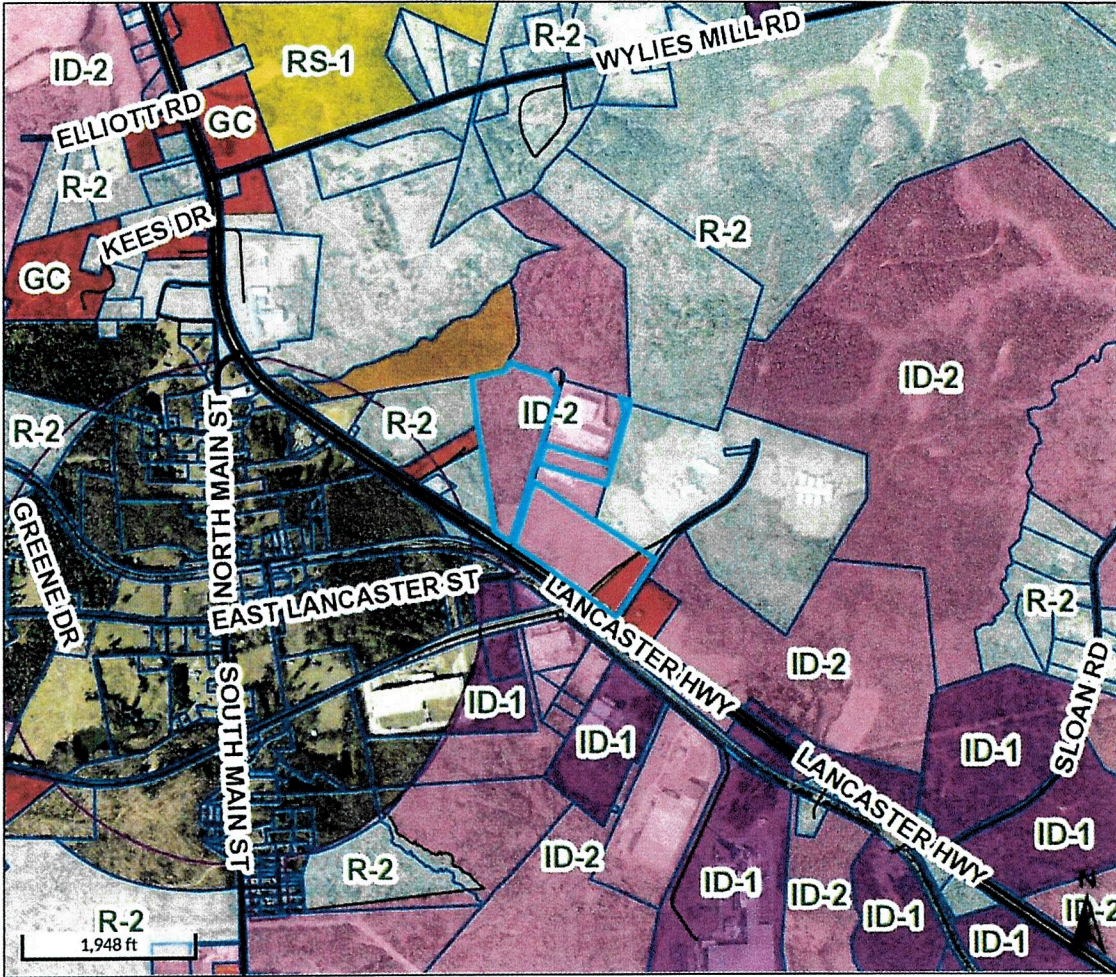
Owner(s) if other than applicant(s): See letter
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: [Signature] Date: 03/03/2021
 Applicant signature: [Signature] Date: 3-1-2021

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

CCMA21-13 behind this.
 Michael R. Mills agent for JAH Properties



Overview



Legend

Roads

- Secondary Road
- SC Highway

Municipals

- Municipals

Parcels

- Parcels

Chester County Zoning

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

Town of Great Falls Zoning

- C-1
- C-2
- I-1
- R-1
- R-2
- R-3

County Boundary

- County Boundary

Parcel ID 125-00-00-010-000

Sec/Twp/Rng n/a

Property Address

District 04

Brief Tax Description BROWN RB-03

(Note: Not to be used on legal documents)

Alternate ID n/a

Class AC

Acreage 50.381

Owner Address L & C LAND HOLDINGS, INC

164 SKIPPER ST

FORT MILL SC 29715

CCMA21-13: Michael R. Mills, agent for JAH Properties LLC request Tax Map # 087-00-00-001-000 (portion of) located along Darby Road, Chester SC be rezoned from R2 (Rural Two) to RS-1 (Single Family)

The applicant nor a representative for the applicant was present for the meeting.

Chairman Raines asked if anyone wished to speak in favor or in opposition to this rezoning request.

Director Levister said they are requesting to rezone 6.38 acres. The owner owns both R2 and RS-1. He wants to combine them to make one tax map number. That's the whole purpose so he can combine both properties together.

Vice Chairman Smith made a motion to approve the rezone as requested; seconded by Commissioner Howell. Vote was 6-0 to approve.



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

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 4.20.21 Case # CCMA21-13 Invoice # 3731

The applicant hereby requests that the property described to be rezoned from R2 to RS-1

Please give your reason for this rezoning request:

To be able to combine Parcel "B" of 2.38 acres (Zoned R2) with Parcel "A" of 4.00 acres (Zoned RS-1) upon conveyance to new owner.

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: Darby Road, Near Lowrys
 Tax Map Number: 087-00-00-001-000 (portion) Acres: 2.38

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

PLEASE PRINT:

Applicant (s): Michael R. Mills as Agent for JAH Properties, LLC
 Address P. O. Box 12, Jenkinsville, SC 29065
 Telephone: _____
 E-Mail Address: _____

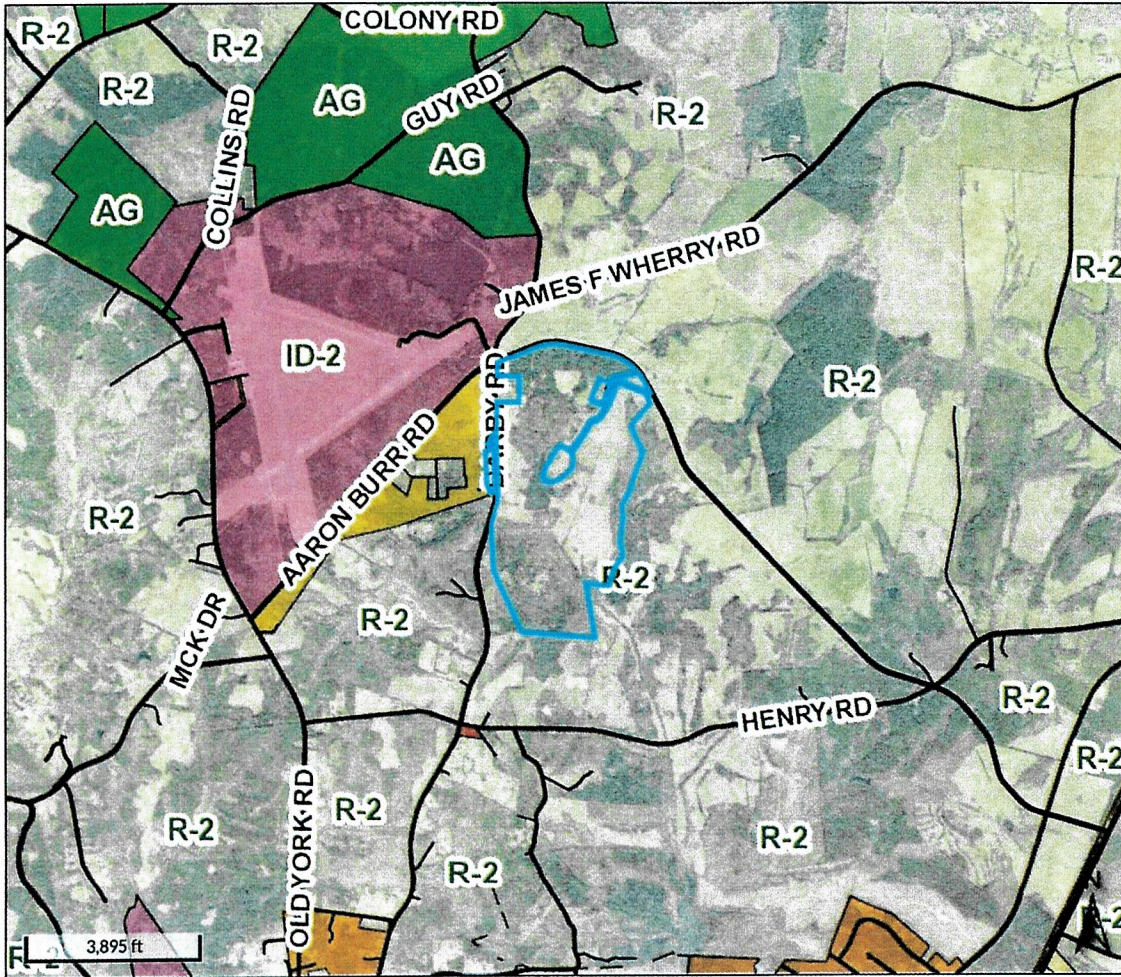
Owner(s) if other than applicant(s): JAH Properties, LLC
 Address: 1124 Torrington Circle, Rock Hill, SC 29732
 Telephone: _____
 E-Mail Address: _____

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

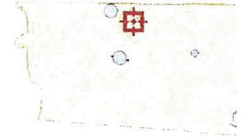
Owner's signature: _____ Date: _____

Applicant signature: Date: 03/16/2021

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



Overview



Legend

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

Parcel ID 087-00-00-001-000
 Sec/Twp/Rng n/a
 Property Address 2162 AARON BURR RD
 District 06
 Brief Tax Description PARCEL II
 (Note: Not to be used on legal documents)

Alternate ID n/a
 Class LA
 Acreage 355.214

Owner Address JAH PROPERTIES LLC
 1124 TORRINGTON CIR
 ROCK HILL SC 29732

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STATE OF SOUTH CAROLINA)
CHESTER COUNTY) LEASE AGREEMENT BY AND BETWEEN
CHESTER COUNTY AND THE TOWN OF GREAT FALLS

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This Lease Agreement made and entered into at Great Falls, South Carolina this ____ day of _____, 2021. pursuant to ~~resolution an Ordinance~~ passed and adopted upon its final reading by the Chester County Council Meeting duly assembled on the ____ day of _____, 2021 and pursuant to an Ordinance passed and adopted upon its final reading by the Great Falls Town Council meeting duly assembled on the ____ day of _____, 2021, said Town Council and County Council both being bodies politic existing and organized under the Laws of the State of ~~S.C.~~ South Carolina by and between the Town of Great Falls, hereinafter known as Lessor and Chester County hereinafter known as Lessee.

WITNESSETH:

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The intent of this agreement is for the County of Chester to lease as specified herein, all identified recreation property whether real, personal, or mixed owned by the Town of Great Falls.

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The term of this Lease ~~Contract and~~ Agreement shall be twenty-five (25) years and the County hereby agrees to pay unto the Town of Great Falls the sum of one (\$1.00) dollar per year until the conclusion of this lease term. Both parties understand that this agreement is the best interest of the citizens of the Town of Great Falls and County of Chester and in ~~in~~ furtherance of this objective, the County covenants to maintain the services and programs currently offered to the citizens of Great Falls and further expand upon those programs and services as presented ~~at~~ at the time of the signing of this instrument.

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The real property covered under this Lease Contract and Agreement is ~~attached to~~ described in this instrument ~~as under~~ "Exhibit A" and is incorporated herein by reference. These are currently the facilities the Town of Great Falls either owns **or** leases. Upon signing this contract, the County agrees to maintain all current programs and /or services offered in these facilities

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Commented [JW1]: If you are leasing them from a third party, do you have the ability to sub-lease to the County? We would need a copy of those leases.

Draft

and covenants to expand these services and programs as envisioned by both parties. Upon the signing of this instrument the County covenants to conform to all restrictions and/ obligations in any lease agreements and deed restrictions, and agrees to hold the Town harmless therefrom.

Commented [JW2]: Again, need to see the leases. We cannot agree to that which we have not seen.

Commented [JW3]: County cannot indemnify. Not enforceable

The county agrees to abide by whatever deed restrictions or lease restrictions affecting the facilities subject to this lease agreement between the County and Town. The County hereby assumes any and all liability regarding these restrictions as well as any rent monies due for property surrounding any of these facilities.

Commented [JW4]: Same here. Need to know what we are agreeing to.

The County agrees to be solely responsible for all taxes and insurance on the property covered under this lease agreement.

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The County agrees to be solely responsible for all the upkeep and maintenance of all facilities and property owned by the Town covered in this lease agreement. This covenant includes but it is not limited to, all repairs including ordinary wear and tear and grounds upkeep. All betterments/improvements become property of the Town provided they are de minimus at and the conclusion of the lease, unless otherwise agreed on during its term. The County shall enter into discussion with the Town for any improvement that is above de minimus prior to making such improvements.

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The County hereby agrees to assume any and all liability for all property and/or programs contained in this lease agreement and further agrees to indemnify the City and hold the Town harmless therefrom.

The County shall be solely responsible for the funding and budgeting of the Recreation Department and shall also solely be responsible for the purchasing, upkeep and maintenance and wear and tear of all equipment and /or facilities associated with the Recreation Department. Should appropriations not be budgeted for such purpose, this Lease Agreement shall become void ab initio.

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This lease agreement operates to consolidate recreation with the County of Chester. It is the understanding and agreement of the parties hereto that this is clear “net” lease obligation, the County to bear all [reasonable](#) expenses and make all payments consistent with the principal of the “net “ lease; and the County hereby assumes and agrees to perform all duties and obligations with relation to ~~R~~recreation Department , the [deminimus](#) improvements thereon, and the appurtenances thereto and the use, operation , and maintenance thereof, even though such duties and obligations would otherwise be construed to be those of the Town of Great Falls.

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The County shall have the same right as the Town has as owner under all guaranties and warranties of the facilities [and the Town shall assign such guaranties and warranties to the County.](#)

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The county agrees and covenants to pay all utility charges, including but not limiting to water, gas, electricity, sewage or removal of waste material used on or arising from the use of the [defined](#) facilities [in Exhibit A](#) under this ~~L~~lease ~~a~~Agreement and to pay the same monthly or as they shall become due. [Deposits on utility accounts, if any, will remain on account with the utility company.](#)

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The County may not assign or sublet this Lease Agreement without the ~~expressed~~ written approval of the Town. The parties hereto agree that if any of premises, property or equipment is partially or totally destroyed or damaged by fire or other hazard, that the County shall promptly repair and/restore such facilities, property, or equipment as soon as it is practical. All insurance covering such hazards shall be borne solely by the County.

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This Lease Contract and Agreement may not be altered or rescinded without 2/3 vote of either council [except as provided herein-](#)

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In the event either party to this contract [wishes to withdraw from the Agreement with or without reasons, becomes disillusioned over the operation of the agreement,](#) such party may withdraw from the agreement upon giving the other party at least ninety (90) days [written](#)

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notice, ~~and both parties do agree to the same, by 2/3 vote, of their respective council.~~which withdrawal shall be ratified by a 2/3 vote of each parties' council.

IN WITNESSETH WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

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EXHIBIT A

FACILITIES

1. DAVID MINORS PARK-25 ACRES
(OWN)

- 1 WALKING TRAIL
- 3 STORAGE BUILDINGS
- 1 PICNIC SHELTER
- 1 CONCESSION BUILDING-RESTROOMS
- 2 LIGHTED TENNIS COURTS
- 1 MULTIPURPOSE OUTSIDE PLAY COURT
- 1 BASKETBALL COURT
- 1 CONCESSION STAND-STORAGE BUILDING
- 1 PLAYGROUND
- 1 LOG CABIN

2. REPUBLIC PARK-10 ACRES
(OWN)

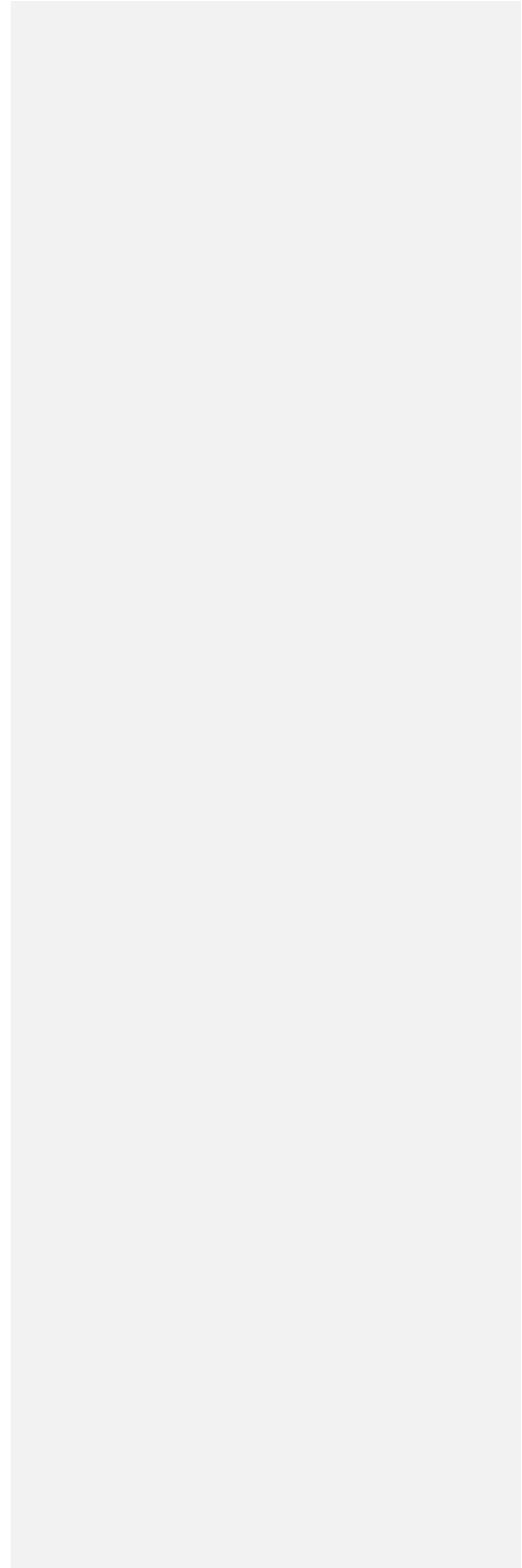
- 1 LIGHTED BALL FIELD
- 1 STORAGE BUILDING
- 2 CONCESSION STANDS
- 1 LIGHTED BASKETBALL COURT

3. SUNSET PARK- 4 ACRES
(OWN)

- 1 MEETING BUILDING
- 1 PLAYGROUND
- 1 LIGHTED OUTSIDE BASKETBALL COURT

Commented [JW5]: Will need Tax Map Number to get property description for all three parks.

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Chester County, South Carolina

Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706

Date: May 17, 2021

To: County Council

From: Susan M. Cok

Subject: Approval of Bid – Site/Civil Construction for North Chester Fire Station

Chester County Council Members,

On April 22, 2021, RFP 2021-05 for Site/Civil Construction was issued for the North Chester Fire Station. The bids were opened on May 11, 2021. There were 4 bids received and our recommendation is to award the bid to the lowest bidder Mace Green Builders out of Lancaster, SC in the amount of \$83,700.00.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



BID TABULATION

North Chester Fire Station, Chester Co.

Bid Date: 5/11/2021

Bid Time: 2:00pm
1476 J A Cochran Bypass
Chester, South Carolina 29706

NAME	BID FORM	BID SUM	CONTRACT TIME	ADD #1	BID BOND FORM	OFFER AGREE. FORM	NON COLL. AFF.	CERT OF FAMILIAR	UNIT PRICE ROCK	SIGNED
Breccia Construction										
Mace Green Builders	X	\$83,700	45	X	X	X	X	X	\$150/CY	X
Richardson Construction	X	\$245,000	30	X	X	X	X	X	\$150/CY	X
L J Inc										
Salem Builders										
MCON / Fern Creek Grp										
Langston Construction										
Mayhugh Enterprises	X	\$163,658	45	X	X	X	X	X	\$150/CY	X
LCI - Lineberger	X	\$97,950	52	X	X	X	X	X	\$250/CY	X
F+D Grading										

CONFIRMED BID TABULATION SHEET

Brun DMC

By:

Karen Lee

From: [REDACTED]
Sent: Thursday, May 6, 2021 12:38 PM
To: Angela Cook; Anthony Worthy; Karen Lee; Centuria Watson
Subject: Wade A. Young's Resignation

First, I would like to thank you all for allowing me to serve on various boards here in Chester County. With that being said, I need to resign as Dr. Frederick's appointment to both the Parks and Recreation Advisory Board and First Steps Board. I've loved my time helping in both capacities but I've been elected as City Councilman for Ward 1 and I need the time to fully fulfill my duties.

Thank You,

Wade A. Young
Parks & Recreation Advisory Board
Secretary

VIA Electronic Mail

May 3, 2021

Dr. Wylie Frederick
County Supervisor
Chester County Government
1476 JA Cochran Bypass
PO Box 580
Chester, South Carolina 29706

Re: Chester County Gateway Steering Committee

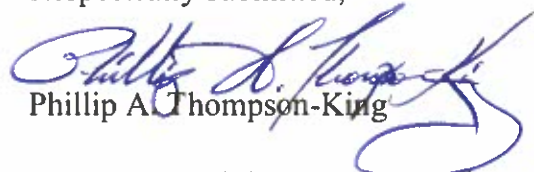
Dear Dr. Fredrick:

The purpose of this correspondence is to tender my resignation of service on the Chester County Gateway Steering Committee effective immediately. Please note, I truly appreciate the opportunity to serve my community.

If I can be of any future assistance, please do not hesitate to contact me.

Again, thank you for the opportunity to serve.

Respectfully submitted,


Phillip A. Thompson-King

Cc: Ms. Sylvia Jennings, Chair, Chester County Gateway Steering Committee
Ms. Kara W. Drane, AICP, Catawba Regional Council of Governments (COG), Senior Planner
File