

## CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING Monday, May 3<sup>rd</sup>, 2021 <u>at 5:15 PM</u> R. Carlisle Roddey Chester County Government Complex 1476 J A Cochran Bypass, Council Chambers

### AGENDA

### 1. Call to Order

### 2. Approval of minutes

a. April 6th, 2021 CCTC Minutes.

### 3. Old Business

- a. Approval of 2022 SCDOT/CTC partnership. -Bill Coleman.
- b. Update of Douglas and Washington Street sidewalks. Bill Coleman.
- c. Update on Baseball Alley- LB Cannon.
- d. Update on JA Cochran Bypass and Ashford Street Sidewalk installation. -LB Cannon

### 4. New Business

- a. Discussion regarding Pedestrian Crossing Agreement at Railroad at Pizza Hut. LB Cannon
- **b**. Discuss truck traffic on Sugar Plum Road. -Councilwoman Guy.
- c. Discuss road repair on Wylie Road. Councilwoman Guy.
- d. Approval of 2022 Road repaving list-Public Works Director Robert Hall.

**e.** Request to Reimburse the Road Department for Road Maintenance from November 2020 to January 2021 in the amount of \$38,170.38 dollars.

**f.** Request to Reimburse the Recycling Department for Sign Material from January 2021 to April 2021 in the amount \$1458.38 dollars.

### 5. Adjourn



### CHESTER COUNTY TRANSPORTATION COMMITTEE SPECIAL CALLED MEETING MINUTES Tuesday, April 6<sup>th</sup>, 2021 at 5:45 PM R. Carlisle Roddey Chester County Government Complex 1476 J A Cochran Bypass, Council Chambers

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Rules of Procedure Section 2-59- and 60 were suspended. Councilman William Killian arrived at 5:52 pm.

- 1. Call to Order- Interim Chairman called the meeting to order at 5:45 pm.
- 2. Approval of minutes

a. March 15<sup>th</sup>, 2021 CCTC Minutes. Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.

3. Old Business

a. Approval of obligated FEMA funds to mitigate Britt Lane. Rick Craps, Dennis Corp. <u>Councilman Wilson motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.</u>

4. New Business

a. Approval of bid for Deer Branch Culvert in the amount of \$ 45,221.50-Rick Craps, Dennis Corp. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.

5. Adjourn-Vice Chairman Branham motioned to adjourn, second by Councilwoman Guy. Vote 6-0 to approve.

### PEDESTRIAN GRADE CROSSING LICENSE AGREEMENT

THIS PEDESTRIAN GRADE CROSSING LICENSE AGREEMENT ("Agreement"), made as of April 13, 2021, the "Effective Date", by and between Lancaster & Chester Railroad, LLC, whose mailing address is 1629 Race Track Road, Unit 206, Saint Johns, FL 32259, hereinafter called "Railroad" party of the first part, and Chester County Public Works, whose mailing address is P.O. Box 580, Chester, SC 29706, hereinafter called "Licensee", party of the second part,

### WITNESSETH:

Railroad, subject to the limitations herein, for and in consideration of the fees to be paid by Licensee and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grant to Licensee the right or license to construct, use and maintain a pedestrian sidewalk at grade across the tracks, right-of-way, and property of Railroad, at or near **Chester, Chester County, South Carolina**, hereinafter called "Crossing", said Crossing being **five (5) feet** wide, the center line of which extends across said right-of-way and intersects the center line of Railroad's tracks at **Milepost 1.43** on the east shoulder of J.A. Cochran Bypass, as shown highlighted on print of Exhibit A, attached hereto and made a part hereof.

### 1. **DEFINITIONS:**

- 1.1 The term <u>"Licensee"</u> herein shall include the undersigned corporation, association, partnership, governmental body or individual, as the case may be. The term "Licensee" shall also include Licensee's contractors, agents, employees, servants, and invitees. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.
- 1.2 The term <u>"Railroad"</u> herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad, and any parent, subsidiary or affiliated system companies of Railroad and the servants, agents or employees of each.
- 1.3 The term "<u>satisfactory</u>" or "<u>satisfaction</u>" herein shall mean approval by Railroad or its designated representative.
- 1.4 The term "<u>Crossing</u>" herein shall include track crossings, approaches, roadways, drainage facilities, warning devices, signal and wire lines, gates, barricades, signs, appliances and ancillary facilities.
- 1.5 If this Agreement covers more than one crossing or more than one track, the terms <u>"Crossing"</u> and <u>"Track"</u> herein shall be construed respectively as including any one or all of said crossing or tracks, as the context may require.
- 1.6 <u>"Maintenance"</u> shall include keeping all vegetation, to the extent possible, with the areas known as "Sight Clearance Areas", as shown on the attached Exhibit B, cut to a height not exceeding two feet (2') above ground level, and keeping said "Sight Clearance Areas" free of parked vehicles and other obstructions.

### 2. USE, LIMITATIONS:

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Railroad's title to or rights in the subject property; (b) any existing public utilities and other pipe or wire line facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by Licensee with terms and conditions herein.

- 2.2 The Crossing shall be used solely as a pedestrian crossing for the purpose of public ingress/egress over Licensee's adjacent lands.
- 2.3 This Agreement is a personal license to Licensee and Licensee will not sub-license or sub-let any of its rights hereunder without the prior consent in writing of Railroad, which consent may be withheld in Railroad's sole and absolute discretion.
- 2.4 Licensee, at its sole cost and expense, shall erect and permanently maintain any signage, including ground markings or warning detection, at locations adjacent to said Crossing as designated and/ or approved by Railroad.
- 2.5 Railroad reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossings for any and all railroad purpose. Railroad shall not be obligated to make cuts in its trains for the Crossing.
- 2.6 No expressed or implied means of ingress and egress or way of necessity upon, across or over adjacent lands of Railroad is granted by this Agreement. Licensee, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

### 3. FEES:

- 3.1 Upon execution of this Agreement, Licensee shall pay Railroad an annual license fee of **Three Hundred Sixty-Five U.S. Dollars (\$365)** that will be billed on each anniversary of the above effective date. Such fee is subject to periodic review and adjustment by Railroad.
- 3.2 Licensee will also pay a one-time contract preparation and administration fee of **One Thousand U.S. Dollars (\$1,000)** upon execution of this Agreement.
- 3.3 Licensee shall also indemnify Railroad against, and shall pay or reimburse Railroad for, any additional taxes and assessments levied solely on account of the existence of said Crossing. The provisions in this Section shall survive the expiration or termination of this Agreement.

### 4. CONSTRUCTION, MAINTENANCE:

- 4.1 Subject to the provisions of Section 4.4, crossing (including the necessary appurtenances, approaches, roadways, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) have been constructed, and hereafter maintained, at the sole cost and expense of Licensee.
- 4.2 All construction and maintenance work to be performed on that portion of said Crossing between the rails of said tracks and for two feet (2') on the outside of each rail thereof deemed necessary by Railroad to permit Licensee's use of Crossing during the period Licensee is actively using the Crossing, must be performed by Railroad at Licensee's expense.
- 4.3 Licensee, at its sole cost and expense, shall maintain all approachways, and shall keep the crossing and designated Sight Clearance Areas at all times free and clear of all spilled materials and all obstructions (including parked vehicles) to satisfaction of Railroad.

- 4.4 Licensee shall perform or cause all Licensee's construction and maintenance under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Railroad. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Railroad's trains and equipment.
- 4.5 If any party or persons will be constructing or maintaining the Crossing or performing work of any character on Railroad's property or in Railroad's "zone-of-influence", said party will be required to enter into a Right-of-Entry (ROE) Agreement to conduct the work.
- 4.6 In the event Licensee fails, in the judgment of Railroad, to comply with any construction or maintenance requirements of this Agreement, Railroad, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of Licensee (in which event Licensee shall immediately reimburse Railroad for such costs and expenses upon receipt from Railroad of a bill therefor, or terminate this Agreement in accordance with Article 12 hereof).

### 5. DRAINAGE:

- 5.1 Licensee shall not interfere with, or permit its contractors agents, employees, servants, or invitees to interfere with, the existing drainage facilities within the approachways or underneath said Crossing.
- 5.2 Licensee shall maintain, at Licensee's sole expense and in a manner satisfactory to Railroad, necessary drainage pipe within the approachways and underneath said Crossing, on each side of said tracks, to accept drainage from the roadbed and keep drainage from tracks and right-of-way of Railroad.

### 6. **PERMITS**:

- 6.1 Licensee, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Railroad's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.
- 6.2 This License Agreement is for granting private road crossing access only. Any wirelines, pipelines or utilities of any nature will need to be permitted under separate agreements.
- 6.3 Railroad shall cooperate with Licensee in securing and complying with any Federal, State or local permits relative to Licensee's Crossing.
- 6.4 Licensee shall defend, protect and hold Railroad harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation. The provisions in this Article shall survive the expiration or termination of this Agreement.

### 7. BARRICADES, GATES, SIGNALS:

- 7.1 Licensee, at its sole cost and expense, shall furnish, construct and maintain any gates, barricades, signs, flashing light signals, and/or crossing warning devices, or provide permanent flaggers or other protective services, as shall from time to time be deemed necessary for public safety purposes by Railroad, the DOT or by any public authority sharing jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Railroad. The cost of installing and maintaining and/or furnishing such additional crossing protection shall be paid solely by Licensee as a condition to utilizing the Crossing.
- 7.2 Railroad may elect to furnish materials and install such gates, barricades, signs or other crossing warning devices, or provide such protective services, at the sole cost and expense of Licensee. Railroad may require and, if required, Licensee shall immediately fund, advance deposit of estimated cost and expense of such work and materials. Upon completion of construction, Railroad will promptly refund any portion of the deposit in excess of Railroad's costs and expenses. Should Railroad's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Railroad of a bill therefor.
- 7.3 After any crossing signals have been placed in service, Railroad will operate and maintain said signals, at the sole expense of Licensee. Costs of such signal maintenance and operation (including electric current) will be reviewed periodically, and the amount billed will be revised accordingly. In addition to said signal maintenance and operation expense, Licensee shall reimburse Railroad, within sixty (60) days after receipt of itemized bill from Railroad, for (a) the cost of upgrading said signals to prevent obsolescence and (b) the cost of repairing or replacing said signals as a result of damages thereto, howsoever resulting. If Licensee fails or refuses to maintain and/or provide or pay costs thereof, Railroad may terminate the Agreement as provided in Article 12.

### 8. **OPERATIONAL SAFETY:**

- 8.1 Licensee shall use and shall cause its contractors, agents, employees, servants, and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.
- 8.2 Licensee shall erect and thereafter maintain, at its sole cost and expense, standard reflecting highway "STOP" signs, "Cross Bucks" and Emergency FRA/ DOT "Placards" on each side of the Crossing, clearly visible to vehicular traffic approaching the Crossing from either side. Licensee shall be solely responsible to periodically inspect such signs to ensure that same are in place and visible.

### 9. FLAGGING, CONSTRUCTION:

9.1 If Railroad deems it advisable during any period of construction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Railroad or others on Railroad's right-of-way at the Crossing, Railroad shall have the right to do so, at the expense of Licensee, but Railroad shall not be liable for its failure to do so. If such temporary watchmen, flaggers, inspectors or supervisors are utilized by Railroad, Licensee agrees to pay railroad for such service at a rate of **One Hundred and Fifty U.S. Dollars (\$150) per hour,** with a minimum of four (4) hours to be billed for each period that such temporary watchmen, flaggers, inspectors or supervisors are so utilized.

Licensee will be billed monthly and shall make payment to Railroad within thirty (30) days of receipt of Railroad's invoice covering such service. The flagging rate shall be subject to revision based on future rates that are in effect at the time flagging is performed.

9.2 Subject to Railroad's consent and to Railroad's railroad operating rules, Licensee may provide flaggers, watchmen, inspector or supervisors during all times of such construction, re-construction, etc., at Licensee's sole risk and expense; and in such event Railroad shall not be liable for the failure or neglect of such watchmen, flaggers, inspectors or supervisors.

### **10. HAZARDOUS MATERIALS:**

10.1 Neither Licensee nor Licensee's contractors, agents, invitees or employees, may transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across tracks of Railroad without separate prior written consent of Railroad. Such restrictions shall not apply to gasoline or diesel fuel in the vehicular fuel supply tanks of any vehicle passing over Crossing.

### 11. ALTERATIONS, TRACK CHANGES:

- 11.1 Whenever any repairs or changes are made to Railroad's right-of-way or track, or if additional tracks are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, Licensee shall pay for or shall furnish labor and materials to make such repairs to, alterations of, or relocation of the Crossing.
- 11.2 In the event that Railroad's operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, tracks, structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change in Crossing and/or the grading, approaches or drainage, Licensee shall make such changes within thirty (30) days after notice in writing from Railroad, all at Licensee's sole cost and expense, and upon plans and specifications approved by Railroad.
- 11.3 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Crossing, or is required by any public agency or court order to do, plans therefor shall be submitted to Railroad for approval before any such change is made. Once approved, Licensee, or their contractor, will be required to enter into a Right-of-Entry Agreement (ROE Agreement) to conduct said changes. After the work has been completed, the terms and conditions of this Agreement shall apply thereto.
- 11.4 After change or alteration, the terms and conditions of this Agreement shall apply thereto.

### **12. TERM, TERMINATION:**

- 12.1 Subject to Section 12.2, this Agreement shall be and remain in effect as of the effective date first written above for one (1) year and thereafter from year to year until terminated by either party by delivering to the other party at least thirty (30) days prior written notice of such termination.
- 12.2 Upon failure of Licensee to perform or comply with any term, covenant, clause, or condition herein contained, this Agreement may be terminated immediately upon notice by Railroad; provided, however, that if such breach may be cured and Licensee cures said breach within twenty four (24) hours of receipt by Licensee of said notice to Licensee by Railroad, then this Agreement shall remain in full force and effect.

- 12.3 All rights which Licensee may have hereunder shall cease and end upon the termination date so specified; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied or any obligations that are intended to survive termination.
- 12.4 Notwithstanding anything herein to the contrary, Licensee's assumption of liability, obligations to release, indemnify and hold Railroad harmless, and obligations to reimburse Railroad or to pay any fees or costs hereunder shall survive the expiration or termination of this Agreement.

### **13. RAILROAD FORCE ACCOUNT COSTS:**

- 13.1 Railroad's expense for wages of Railroad employees ("Force Account" charges) and materials for any work performed at the expense of Licensee pursuant to this Agreement shall be paid by Licensee within thirty (30) days after receipt of a bill therefor.
- 13.2 Such Force Account expenses shall include, but not be limited to: cost of labor and supervision under "Force Account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all materials used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

### 14. RISK, LIABILITY, INDEMNITY:

- 14.1 Licensee, recognizing that Railroad's operations and any use of Railroad property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including:
  - (A) any fault, failure or negligence of Railroad in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or
  - (B) any fire, regardless or the source or origin thereof. For this Section, the term "Property of Licensee" shall include property of third parties situated or placed upon Railroad's right-of-way by Licensee or by such third parties at request of or for the sole benefit of Licensee.
- 14.2 Licensee, with the recognition above, and as further consideration for the grant of this crossing right, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:
  - (A) all loss of or damage to any other property, including property in the care, custody or control of Railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and
  - (B) all loss and damage on account of injury to or death of any and all persons (including but not limited to employees, invitees and patrons of the parties hereto) on the Crossing; and
  - (C) all claims and liability for such loss and damage and cost and expenses thereof;

arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of said Crossing, any part thereof or appurtenant structures, regardless of cause, even if occurring or resulting from the sole or joint fault, failure or negligence of Railroad, including such loss, damage or injury: (i) caused in whole or in part by the fault, failure or negligence of Railroad; or (ii) caused in whole or in part by the fault, failure or negligence of Licensee; or (iii) resulting from the creation of this license and additional hazards that this Crossing imposes upon Railroad's operations.

- 14.3 For the purpose of these Liability and Indemnity provisions <u>only</u>, all persons, including the employees of Railroad (flaggers, watchmen, etc.) and of Licensee, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the sole contractors of Licensee while so engaged.
- 14.4 All obligations of Licensee under this Agreement to release, indemnify and hold Railroad harmless shall also extend to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with Railroad, and their respective officers, agents and employees.
- 14.5 Licensee shall immediately advise Railroad in writing, by U.S. certified mail, return receipt requested, of any claims made against Licensee and/or Railroad under this Agreement or from use of the Crossing.

### 15. NOTICE:

15.1 Licensee shall give Railroad's operator at least five (5) days written notice before doing any work of any character hereunder on Railroad's property, except that in cases of emergency shorter notice may be given to Railroad. Such notice shall be sent or delivered to:

	Lancaster & Chester Railroad LLC 512 South Main Street Lancaster, SC 29720 Attn: Chris Starnes – General Manager
With a copy to:	RAMS, Inc. 1629 Race Track Road, Suite 206 St Johns, FL 32259 Attn: Jarrett Mankin

In addition to the five (5) days written notice, prior to entering the Railroad's property, Licensee will provide daily notification to Mr. Chris Starnes, General Manager at:

Office Phone:	803-286-2100
Cell Phone:	276-623-6632
Email:	cts@gulfandohio.com

Such notification must be acknowledged, and permission received from the Railroad in each instance that Licensee will occupy Railroad's property for any reason or cause.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee and to Railroad at the address first written above, or at such other address as either party may designate in writing to the other.

15.3 All notices under this Section shall be in writing and sent via USPS, or a written record maintained by Licensee of phone or email notices exchanged between Licensee and Railroad. All notices shall be effective upon actual receipt.

### 16. INSURANCE:

- 16.1 Prior to installation or occupation of the Pipeline pursuant to this Agreement, Licensee shall procure Public Liability or Commercial General Liability Insurance, and shall also maintain during continuance of this Agreement, at its sole cost and expense, a policy of Public Liability or Commercial General Liability Insurance covering liability under this License. Coverage of Three Million U.S. Dollars (\$3,000,000) Combined Single Limit per occurrence for bodily injury and property damage, and an aggregate of Six Million U.S. Dollars (\$6,000,000) required as a minimum to protect Licensee's assumed obligations hereunder. If said policy does not automatically cover Licensee's contractual liability under this Agreement, a specific endorsement adding such coverage shall be purchased by Licensee. Failure to do so shall be at Licensee's sole risk.
- 16.2 If said CGL policy is written on a "claim made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. Failure to do so shall be at Licensee's sole risk.
- 16.3 Throughout any period of construction performed within fifty (50) feet of railroad operations, the insurance industry dictates that Railroad Protective Liability Insurance (RPL) should be purchased to protect the railroad. No work of any character shall be started on the property of Railroad without an RPL insurance policy having been received in the name of and approved by Railroad as to the limits, form, and substance. Limits are **Three Million U.S. Dollars (\$3,000,000)** for bodily injury and property damage per occurrence, and an aggregate of **Six Million U.S. Dollars (\$6,000,000)**. The policy will remain in force during the construction and must be provided prior to Railroad executing the covering agreement. If you are a member of AEGIS (Associated Electric & Gas Insurance Services Limited), this may be submitted for Railroad's review and acceptance.
- 16.4 Securing such insurance shall not limit Licensee's liability hereunder but shall be additional security therefor.
- 16.5 Railroad may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Railroad's demand shall be considered a default, subject to Article 13.

### 17. BREACH, WAIVER:

- 17.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.
- 17.2 Neither the failure of Railroad to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Railroad, shall be construed as an admission of liability or responsibility by Railroad, or as a waiver by Railroad of any of the obligations, liability and/or responsibility of Licensee.

17.3 Unless otherwise expressly stated herein, <u>all</u> such notices shall be in writing and sent via facsimile or U.S. certified mail, return receipt requested, or by courier, and shall be effective upon actual receipt or date of addressee's refusal of delivery.

### **18. TITLE:**

18.1 Licensee shall not at any time own or claim any right, title or interest in or to Railroad's property (including the real property occupied by the Crossing), nor shall the exercise of this Agreement for any length of time give rise to any title to said property, or any right or interest in Licensee other than the license created hereby.

### **19. CONFIDENTIALITY:**

19.1 Licensee shall not profess or claim any rights, title, interest or ownership of the Crossing to any person or entity, and the terms and conditions of the Agreement are to remain confidential by both Licensee and Railroad.

### **20. ASSIGNMENT:**

- 20.1 The rights herein conferred are the privilege of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein.
- 20.2 Subject to Section 20.3 herein below, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, or heirs, legal representatives and assigns, as the case may be.
- 20.3 Licensee shall give Railroad written notice of any legal succession (by merger, amalgamation, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof. Any change of legal existence, including a name change of Licensee, will be acknowledged and an assignment required of this Agreement or a new Agreement prepared to provide for the continuation of this Agreement and permit.
- 20.4 Railroad expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Railroad's underlying property interests in the Crossing, upon notice thereof to Licensee. Nothing contained herein shall prevent or restrict Railroad's right to assign this Agreement.
- 20.5 In the event of any unauthorized sale, transfer, assignment, sublease, sub-license or encumbrance of this Agreement, Railroad's real property (including the real property occupied by the Crossing) or any of the rights and privileges hereunder, Railroad, at its option, may terminate this Agreement at any time within six (6) months after such sale, transfer, etc., by giving Licensee or any such assignee written notice of such termination and, in such event, Licensee shall reimburse Railroad for any loss, cost or expense Railroad may incur as a result of Licensee's failure to obtain Railroad's prior written consent.
- 20.6 In the event of sale or other conveyance by Railroad of any of its interests in the real property occupied by the Crossing, Railroad's conveyance shall be made subject to the right of Licensee to continue to occupy the Crossing on the specific right-of-way, and to operate, maintain, repair, renew thereon and to remove therefrom the facilities of Licensee, subject to all other terms of this Agreement.

### 21. GENERAL PROVISIONS:

- 21.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.
- 21.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be. However, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.
- 21.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.
- 21.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.
- 21.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate provision herein shall have independent and severable status from each other for the determination of legality, so that if any separate provision is determined to be void, voidable, invalid or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate provision herein contained or any other combination thereof.
- 21.6. This Agreement shall be interpreted in accordance with the laws of the State of South Carolina both substantive and remedial regardless of the domicile of any party and will be deemed for such purposes to have been made, executed, and performed in the State of South Carolina; provided, however, that the parties hereto do not waive any defenses, rights, remedies, privileges, or other matters available to it under federal law or otherwise. The parties hereto consent to the exclusive jurisdiction of the state and federal courts in South Carolina.
- 21.7. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees in connection therewith.

(remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement, but which shall constitute but one agreement, as of the day and year first above written.

Tax Identification Number:

Witness for Railroad:	Lancaster & Chester Railroad, LLC
	By: Name: Jarrett K. Mankin Title: Director of Real Estate
Witness for Licensee:	Chester County Public Works
	Ву:
	Print Name:
	Print Title:

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Rev. 08/28/20



RAMSinc.com

## APPLICATION FOR LEASE OF RAILROAD-OWNED PROPERTY

corporate Name FEIN#   Partnership Contact Name   Robert Hall Email rehall@chestercounty.org   chester SC   cell 803-519-8197   ype of Business   Individual   O Developer   O Box   Developer   Municipality   Partnership   Cotation   Contact Name   Lancaster & Chester Railroad   Auror State SC   Auror State   County Chester   State SC   Auror State SC   Valuation Map # (if known)   Vill Improvements be constructed on the leased premises?   Vill Improvements be constructed within the railroad right-of-way along the east shoulder of JA   A Sidewalk will be constructed within the railroad right-of-way along the east shoulder of JA	orporate Name	Works							
DB Box 580   Chester SC   29706     Chester   Chester   Chester   Contact Name   Robert Hall   Email rehall@chestercounty.org   (Cell 803-519-8197 (Social Social S	Corporate Name FEIN#								
Chester SC 29706   Contact Name Robert Hall Email rehall@chestercounty.org   Chester Cell 803-519-8197   Spe of Business Individual Corporation   Obeveloper Partnership      COCATION   Cocation Partnership    Cocation Lancaster & Chester Railroad   Rearest City Chester   Rearest City Chester   Rearest City Chester   Rearest Railroad Mile Post: County   Learest City Chester   Rearest Railroad Mile Post: Coungitude -81.190691   Rearest Railroad Mile Post: Congitude -81.190691   Valuation Map # (if known)   Valuation Map #	nysical Address 2605 Dawson Drive								
Contact Name Robert Hall   Contact Name Robert Hall   Phone 803-377-8188   Cell 803-519-8197   (a) Individual Corporation Developer Partnership  COCATION Cocation Cocation Partnership Cocation Partnership Cocation Partnership Cocation Cocation Partnership Cocation Cocation Partnership Cocation Partnership Cocation Cocation Partnership Valuation Partnership Valuation Partnership Valuation Partnership Valuation Pa	<sub>D Box</sub> 580								
thene 803-377-8188   Cell 803-519-8197      (i) Individual Corporation   Obveloper Partnership <b>COCATION</b> tailroad Name Lancaster & Chester Railroad   Learest City Chester County Chester State SC Learest Railroad Mile Post: Learest Railroad Mile Post: Latitude 34.702125 Longitude -81.190691 Valuation Map # (if known) Valuation Map # (if known) Valuation Map # (if known) State SC State of nearest railroad tracks. Purpose of Land Lease Sidewalk Vill Improvements be constructed on the leased premises? Yes No FYes, please describe: A Sidewalk will be constructed within the railroad right-of-way along the east shoulder of JA Cochran Bypass.		SC	29706						
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Developer     Municipality     Partnership  COCATION  tailroad Name Lancaster & Chester Railroad  Nearest City Chester County Chester State SC Nearest Railroad Mile Post: Longitude -81.190691 (aluation Station # (if known) Valuation Map # (if known)  USE OF LAND SPECIFICATIONS  istimated area of land to be leased 15 Docated on the both Side of nearest railroad tracks.  Purpose of Land Lease Sidewalk  Vill Improvements be constructed on the leased premises? Yes, please describe: A Sidewalk will be constructed within the railroad right-of-way along the east shoulder of JA Cochran Bypass.  Estimated cost									
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dearest Railroad Mile Post:			×						
atitude       34.702125       Longitude       -81.190691         /aluation Station # (if known)       Valuation Map # (if known)         JSE OF LAND SPECIFICATIONS         istimated area of land to be leased       15       50       750         ocated on the       both									
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Yes, please describe: A Sidewalk will be constructed within the railroad right-of-way along the east shoulder of JA Cochran Bypass.		eased premises? Yes	No						
A Sidewalk will be constructed within the railroad right-of-way along the east shoulder of JA Cochran Bypass.	'ill Improvements be constructed on the le		·						
(NOTE: Land lease does not include track use)	Yes, please describe: A Sidewalk will be constructed within	the railroad right-of-way along t	he east shoulder of JA						
	Yes, please describe: A Sidewalk will be constructed within Cochran Bypass.	the railroad right-of-way along t	he east shoulder of JA						

INSTRUCTIONS FOR FILING Submit this application via email to propertyservices@ramsinc.com and also mail the original copy with your non-refundable Application Fee of \$1,500 payable to: RAMS, Inc. 1629 Race Track Road, Suite 206 St. Johns, Florida 32259

Phone (800) 818-0184 Fax (904) 448-1215

Questions concerning this application should be submitted by email to propertyservices@ramsinc.com. All correspondence submitted by email receives priority response. Other requests can be made by calling (800) 818-0184.

Name Robert HALL Date: 3/2/2/ Phone 803-519-8197 Email Address rehall a chuster county Deg PRINT

A general liability insurance certificate listing the railroad as additional insured <u>and</u> an independent policy of Railroad Protective Liability (RPL) in the railroad's name is required. All pipeline/wireline occupancy must adhere to A.R.E.M.A guidelines and specifications for materials and installation. Proposal and construction must be in accordance with railroad specifications, The National Electrical Safety Code (current edition), and any/all governing laws or regulations. Please note: Specifications furnished in the Application Package are offered for guideline only, the railroad reserves the right to approve/decline any application.

Rams Use Only:

P Code\_\_\_\_\_

# JACOCHRAN BYPASS SIDEWALK FOR CHESTER CTC

## **BUYER:**

CHESTER COUNTY 1476 J A COCHRAN BYPASS CHESTER, SC 29706

## UTILITIES:

WATER: Chester Metropolian Water Andy Litten 803-385-5123

<u>POWER</u>: Duke Energy Bobby Lowder 803-983-7597

**OWNER:** SCDOT DISTRICT 4 CONSTRUCTION

<u>SEWER</u>: Chester Sewer Phillip Thompson King 803-377-3541

<u>GAS</u>: Chester County Natural Gas Mike Montgomery 803-385-7381

**ENGINEER: DENNIS CORPORATION** 1800 HUGER STREET COLUMBIA, SC 29201

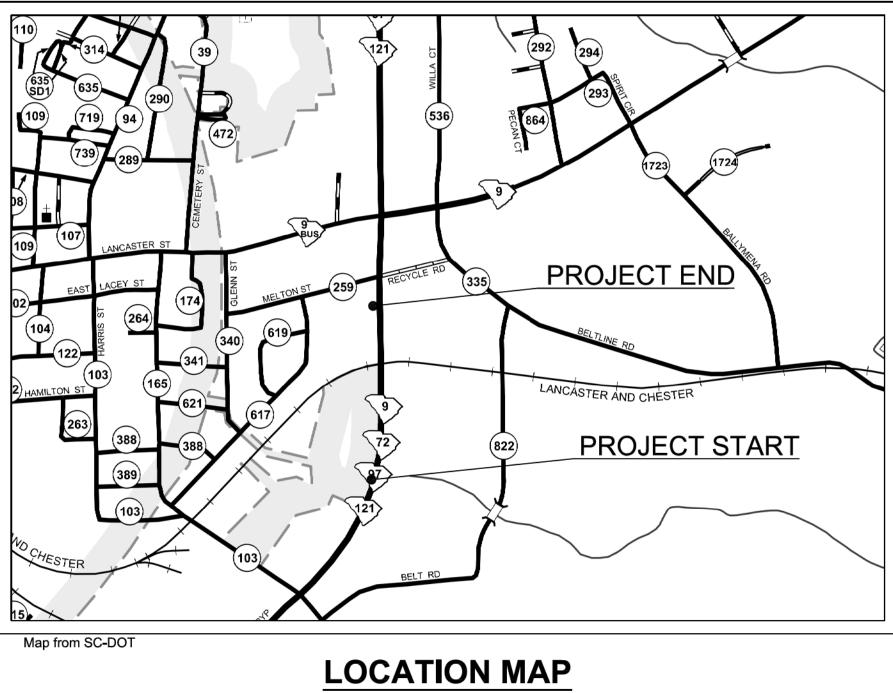
**TELEPHONE:** Truvista Jamie Millis 803-385-1782



Please Call Palmetto Utility Protection Service 1-888-721-7877 72 Hours Prior to Beginning Construction

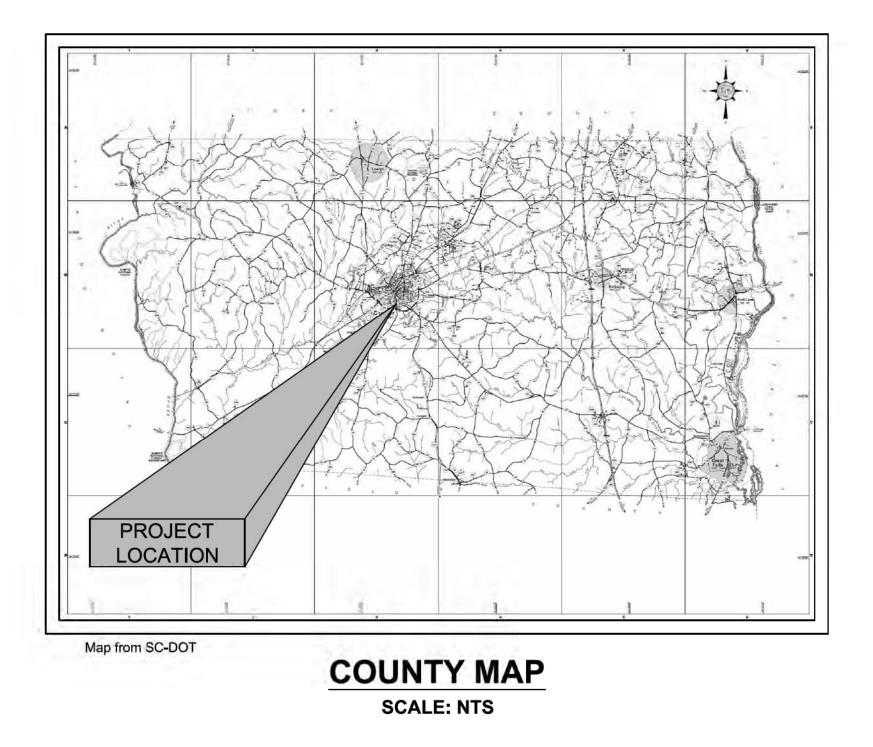
# **RAILROAD INVOLVEMENT?** YES / NO

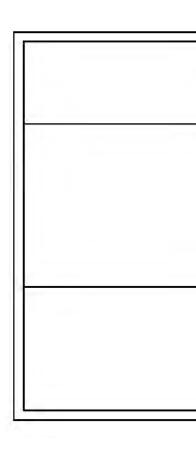
CONTACT: <u>JAY CARTER (803) 377-4007</u>



SCALE: 1" = 1000'

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## SHEET INDEX

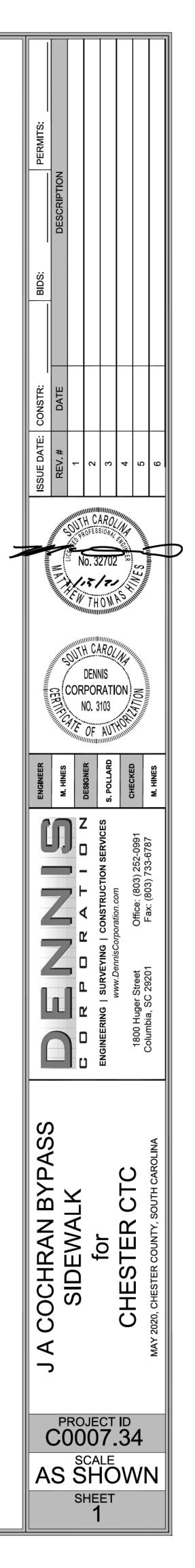
OVER QUANTITIES GENERAL NOTES & LEGEND **'YPICAL SECTION & DRIVEWAY DETAIL** ROW DATA AND PROPERTY MAP GEOMETRIC DATA DETAILS BIDEWALK PLAN **RAFFIC CONTROL PLAN** 

# NPDES PERMIT INFORMATION

**PROJECT AREAS:** DISTURBED AREA: TOTAL AREA:

0.280 ACRES 0.322 ACRES

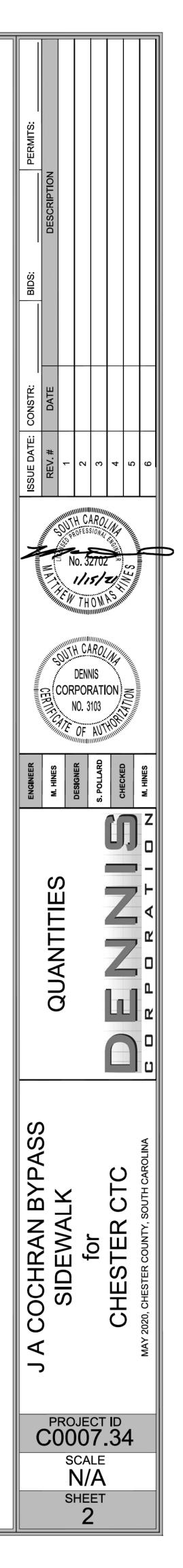
**APPROXIMATE LOCATION:** LONGITUDE: 81° 11' 26.5" W LATITUDE: 34° 42' 7.3" N



# **SUMMARY OF ESTIMATED QUANTITIES**

ITEM No	PAY ITEM	INCLUSION	QUANTITY	PAY UNIT
1031000	MOBILIZATION		1	LS
1050800	<b>CONSTRUCTION STAKES, LINES &amp; GRADES</b>		1	EA
1071000	TRAFFIC CONTROL		1	LS
1071410	RAILROAD INSURANCE AND FLAGGING		1	LS
2031000	UNCLASSIFIED EXCAVATION		40	CY
2033000	BORROW EXCAVATION		70	CY
6020005	PERMANENT CONSTRUCTION SIGNS		308	SF
7204100	CONCRETE SIDEWALK (4" UNIFORM)		428	SY
7204900	DETECTABLE WARNING MATERIAL		60	SF
7209000	PEDESTRIAN RAMP CONSTRUCTION		30	SY
8100001	PERMANENT VEGETATION		1.2	MSY
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)		32	LF
8152007	SEDIMENT TUBES		5	LF
8153000	SILT FENCE		784	LF

ITEM No	PAY ITEM	INCLUSION	QUANTITY	PAY UNIT



## GENERAL NOTES:

- 1. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS, THE CONTRACT SPECIFICATIONS, AND THE CONTRACT SPECIAL PROVISIONS. ALL REFERENCES TO THE SPECIFICATIONS ON THE PLANS SHALL REFER TO THE CONTRACT SPECIFICATIONS AND SPECIAL PROVISIONS, UNLESS OTHERWISE NOTED.
- 2. ALL NECESSARY PERMITS AND APPROVALS FROM AGENCIES GOVERNING THIS WORK SHALL BE SECURED PRIOR TO **BEGINNING CONSTRUCTION.**
- 3. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL PROVISIONS OF THE APPROVED PERMITS FOR THIS PROJECT. 4. THE CONTRACTOR MUST NOT OCCUPY ANY NON-PERMITTED WETLAND AREAS.
- 5. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES ON THE DRAWINGS, OR IN THE FIELD PRIOR TO BEGINNING WORK OR DURING CONSTRUCTION HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.
- 6. ANY CHANGES INVOLVING INCREASED COST OF PROJECT MUST BE SPECIFICALLY AUTHORIZED BY THE OWNER AND ENGINEER.
- 7. FOR UNIT PRICE WORK, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF IT BELIEVES THAT ANY PLAN QUANTITIES MAY BE EXCEEDED.
- 8. ALL REQUIRED CONTRACTOR SUBMITTALS, INCLUDING SCHEDULE UPDATES, AND PROJECT INSPECTION LOGS AND CERTIFIED TEST RESULTS, SHALL BE SUBMITTED TO THE OWNER WITH EACH PAY REQUEST
- 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO POSSESS AND MAINTAIN THE LATEST SETS OF THESE PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND ANY REFERENCED STANDARDS, AT THE TIME OF NOTICE TO PROCEED AND THROUGHOUT THE DURATION OF THE PROJECT.
- 10. CONTRACTOR SHALL MAINTAIN ONE SET OF REDLINED DRAWINGS THROUGHOUT THE DURATION OF THE PROJECT THAT DEPICT THE COMPLETION OF ITEMS OF WORK AS WELL AS DESCRIBES ANY ADJUSTMENTS TO THE WORK THAT DEVIATE FROM THE PLANS. THESE REDLINE PLANS SHALL BE MADE AVAILABLE TO THE OWNER AND ENGINEER AT ANY TIME FOR EXAMINATION, UPON REQUEST. A COPY OF THE REDLINE PLANS SHALL BE SUBMITTED TO THE ENGINEER ALONG WITH THE REQUEST FOR PUNCH LIST INSPECTION UPON SUBSTANTIAL COMPLETION OF THE PROJECT.
- 11. AS-BUILT SURVEYS, WHEN REQUIRED FOR PROJECT CLOSEOUT OR FOR PERMIT CLOSEOUT, ARE TO BE PERFORMED UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR REGISTERED IN GOOD STANDING WITH THE STATE OF SOUTH CAROLINA.
- 12. THE CONTRACTOR SHALL DEVELOP AND DISTRIBUTE A PROJECT FLYER WITH THE FOLLOWING INFORMATION: COMPANY NAME, PROJECT DESCRIPTION, 24-HOUR PROJECT CONTACT NAME AND NUMBER, PROPOSED PROJECT START AND FINISH DATES. THE FLYER WILL ALSO INCLUDE THE FOLLOWING STATEMENT:
  - "THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE ALONG THE PROJECT ROADWAY FOR THE DURATION OF THE PROJECT. PLEASE CONTACT THE PROJECT CONTACT WITH ANY QUESTIONS YOU MAY HAVE."

THE FLYER MUST BE PRINTED ON 8.5 X 11-INCH PAPER AND APPROVED BY THE ENGINEER PRIOR TO DISTRIBUTION. DISTRIBUTION WILL CONSIST OF MAILING FLYER TO THE PROPERTY ADDRESSES AFFECTED BY THE PROJECT. FOR THOSE RESIDENCES IN WHICH THE LANDOWNER DOES NOT RESIDE ON THE PROJECT ROADWAY THE CONTRACTOR MUST ALSO DELIVER THE FLYER TO THE CITIZEN OCCUPYING SAID RESIDENCE

- 13. ALONG PUBLIC ROADWAYS, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC THROUGHOUT THE ENTIRE PERIOD OF CONSTRUCTION BY PROVIDING A REASONABLY SMOOTH AND EVEN SURFACE SATISFACTORY FOR THE USE OF PUBLIC TRAFFIC AND TO PROVIDE ACCESS TO ALL PUBLIC ROADS AND RESIDENTIAL/COMMERCIAL ENTRANCES AT ALL TIMES.
- 14. THE FOLLOWING QUANTITIES ARE NOT SHOWN IN DETAIL ON THE PLANS BUT ARE INCLUDED IN THE SUMMARY OF ESTIMATED QUANTITIES AND MAY BE ADJUSTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER:

## UTILITY NOTES

- 1. UTILITY PROVIDERS WITH FACILITIES IN THE VICINITY OF THE PROJECT LIMITS ARE LISTED ON THE COVER SHEET 2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALL PALMETTO UTILITY PROTECTION SERVICE AT 811 OR
- (1-888-721-7877) THREE (3) DAYS PRIOR TO WORK SO THAT EXISTING UTILITIES CAN BE PROPERLY MARKED. 3. UTILITY MARKINGS ARE TO BE MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT.
- 4. AS IT IS NOT ALWAYS ECONOMICALLY FEASIBLE TO COMPLETE THE REARRANGEMENT OF ALL UTILITY CONFLICTS IN ADVANCE OF CONSTRUCTION, SUCH REARRANGEMENTS MAY BE UNDERWAY CONCURRENTLY WITH CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT THE SITE FOR POTENTIAL UTILITY CONFLICTS.
- 5. EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY BASED ON LIMITED INVESTIGATIONS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION. ANY DEVIATIONS FROM THE DESIGN LOCATIONS SHALL BE REPORTED TO THE OWNER OR ENGINEER PRIOR TO CONSTRUCTION. CALL SC811 BY DIALING 811 OR (888) 721-7877 FOR UTILITY LINE LOCATION AT LEAST 3 WORKING DAYS (72 HOURS) PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION.
- 6. ANY DAMAGE CAUSED BY THE CONTRACTOR TO UTILITIES THAT ARE NOT TO BE REMOVED SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE SITE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL CONDUIT, IRRIGATION SLEEVES, AND ANY OTHER MISCELLANEOUS), SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF ROADWAY BASE COURSE MATERIAL.

## ROAD CONSTRUCTION NOTES

- 1. ALL EXISTING ROADWAY SIGNAGE SHALL BE RELOCATED, REUSED OR REPLACED AS INDICATED ON THE PLANS OR AS DEEMED NECESSARY TO PERFORM THE WORK. IF ROADWAY REMAINS OPEN TO TRAFFIC DURING CONSTRUCTION, ALL SIGNS SHALL BE RELOCATED AND ERECTED IN A TEMPORARY MANNER THAT DOES NOT IMPEDE TRAFFIC FLOW. ANY SIGN MESSAGE THAT CONFLICTS WITH THE CONSTRUCTION TRAFFIC CONTROL SIGNAGE SHALL BE COVERED OR TEMPORARILY REMOVED.
- 2. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ACCESS FOR MAIL SERVICE DURING CONSTRUCTION. IF NECESSARY, CONTRACTOR SHALL COORDINATE ANY TEMPORARY MAILBOX RELOCATIONS WITH UNITED STATES POSTAL SERVICE.
- 3. THE CONTRACTOR SHALL ADHERE TO THE WEIGHT LIMITS PRESCRIBED ON SCOOT AND LOCALLY MAINTAINED ROADS FOR HAULING EQUIPMENT AND/OR MATERIALS TO AND FROM THIS SITE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO THE ROADS AND/OR UTILITIES DUE TO NONCOMPLIANCE OF WEIGHT LIMIT REGULATIONS.
- 4. THE CONTRACTOR SHALL MAKE, CHECK, AND BE RESPONSIBLE FOR ALL MEASUREMENTS AND DIMENSIONS NECESSARY FOR THE PROPER CONSTRUCTION OF ALL ROADWAY WORK, ROAD WIDTH LAYOUT DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT AND CURB DIMENSIONS ARE SHOWN TO BACK OF CURB UNLESS OTHERWISE NOTED. 5. ALL TIE INS WITH EXISTING ASPHALT OR CONCRETE SHALL BE SAW CUT.
- 6. ALL RESIDENTIAL DRIVEWAYS SHALL BE RECONSTRUCTED IN ACCORDANCE WITH THE STANDARD DRIVEWAY DETAIL. ANY PROPOSED CHANGES TO INDIVIDUAL DRIVEWAY LOCATIONS OR DIMENSIONS SHALL BE COORDINATED WITH THE ENGINEER.
- 7. ALL DRIVEWAY CULVERTS SHALL BE SAW CUT.

## DRAINAGE NOTES

- 1. ALL INVERT ELEVATIONS SHOWN ARE APPROXIMATE. INVERT ELEVATIONS OF INLETS AND PIPES MAY BE MODIFIED AS DIRECTED BY THE ENGINEER TO MEET THE CONDITIONS ENCOUNTERED DURING INSTALLATION OF DRAINAGE STRUCTURES. ALL DITCHES AND PIPES SHALL BE CONSTRUCTED ON UNIFORM GRADE BETWEEN INVERT ELEVATIONS AS NOTED ON PLANS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER,
- 2. THE LOCATION AND LENGTH OF PIPE SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING.
- ALL MANHOLE AND CATCHBASIN TOPS (RINGS AND COVERS) SHALL ALIGN WITH STEPS FOR MAINTENANCE ACCESS. 4. THE CONTRACTOR SHALL GRADE FOR POSITIVE DRAINAGE IN CONFORMANCE WITH THE DRAINAGE PATTERNS SHOWN ON THE PLANS AND SWPPP.

- MANNER.

# SCDHEC NOTES FOR NPDES CONSTRUCTION GENERAL PERMIT

- DAYS.

## SEDIMENT AND EROSION CONTROL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CLEANING OUT AND MAINTAINING ALL STORM DRAINAGE STRUCTURES, INCLUDING FLUMES, PIPES, DETENTION POND, ETC. DURING THE PROJECT AND UNTIL FINAL ACCEPTANCE. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE ADDITIONAL EROSION CONTROL MEASURES AS DIRECTED BY THE ENGINEER OR REGULATORY AGENCIES.

2. CONTRACTOR SHALL HYDROSEED ALL AREAS BARED BY THIS CONSTRUCTION. USE SEED MIXTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING AND OTHERWISE MAINTAINING THE PERMANENT AND/OR TEMPORARY STABILIZATION ALONG THE PROJECT LIMITS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS WORK IS INCIDENTAL TO THE TOTAL COST OF THE PROJECT AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY UNTIL THE START OF THE WARRANTY PERIOD.

4. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND PROPER DISPOSAL OF ANY TRASH, DEBRIS, CONSTRUCTION DEBRIS, ETC. SUCH DEBRIS AND MATERIAL SHALL BE REMOVED DAILY, HAULED, AND DISPOSED OF OFFSITE IN A PROPER

CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL TEMPORARY BMPS INCLUDING BUT NOT LIMITED TO BARRICADE FENCING, SILT FENCING, TREE PROTECTION BARRICADES, GRAVEL CHECK DAMS, ETC. UPON FINAL STABILIZATION. SUCH DEBRIS AND MATERIAL SHALL BE REMOVED, HAULED, AND DISPOSED OF OFFSITE IN A PROPER MANNER.

IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.

2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.

 WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.

 WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS. TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY, OR INCORRECTLY, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.

4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION, ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.

5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION, ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.

7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C REG. 72-300 ET SEQ. AND SCR100000 TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.

10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES. 11. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.

12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR

13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.

14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE:

15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.). 16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:

WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;

 WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS:

• FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE: AND SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.

17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.

18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.

19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

## CONSTRUCTION SEQUENCE

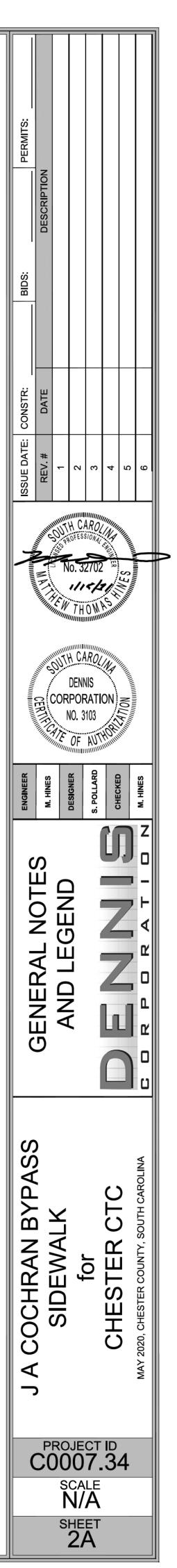
- PRE-CONSTRUCTION MEETING.
- 4. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE) AND OUTFALL PROTECTION. 5. CLEARING & GRUBBING OF SITE (SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE
- INSTALLED.
- 6. ROUGH GRADING.
- 8. PERMANENT/FINAL STABILIZATION.

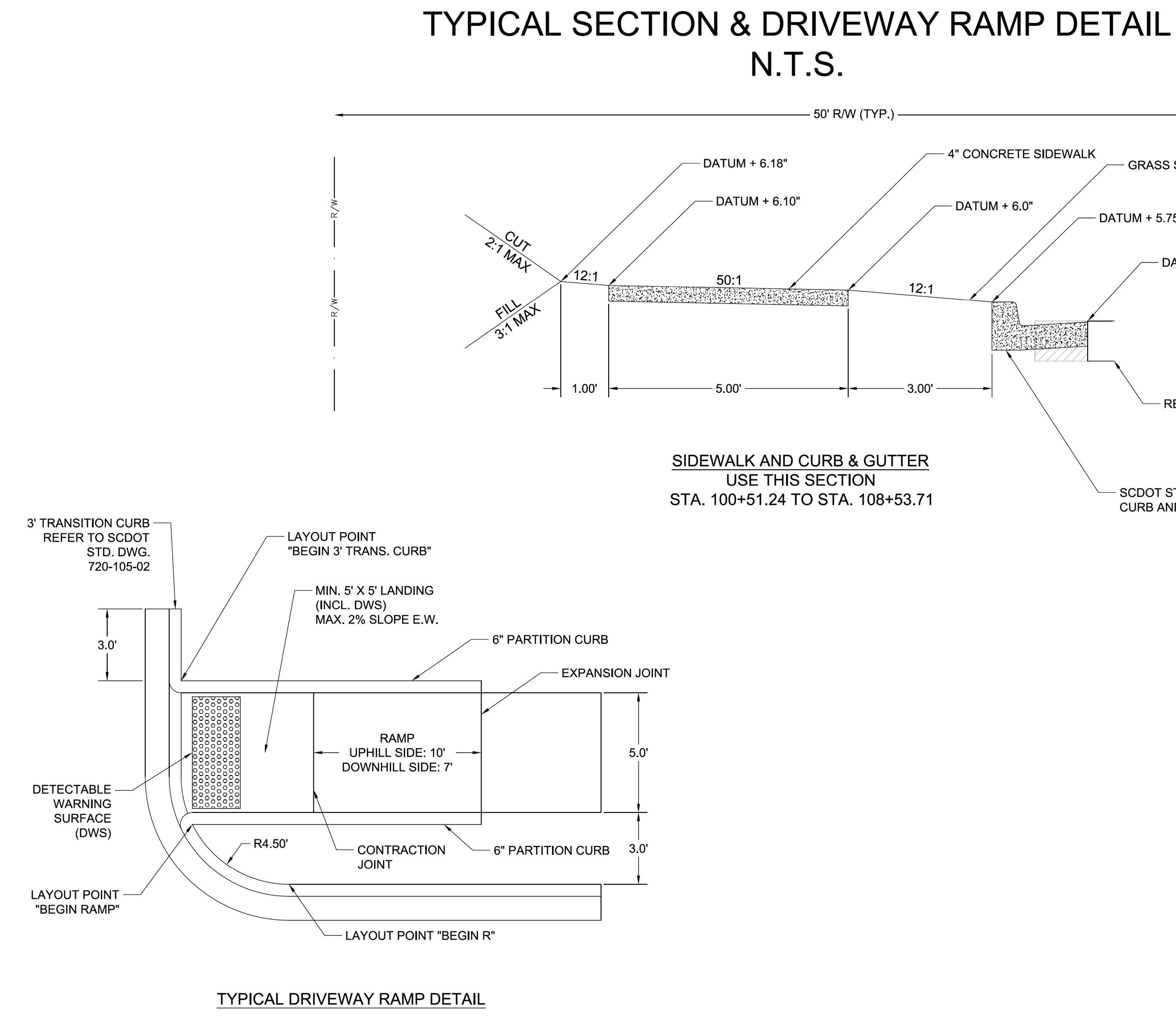
1. LESS THAN 1 ACRE DISTURBED: PROJECT AUTOMATICALLY COVERED UNDER NPDES CONSTRUCTION PERMIT.

3. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS

7. FINE GRADING, CURB AND GUTTER / SIDEWALK CONSTRUCTION, PAVING, ETC.

9. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO EACH OUTFALL OR STRUCTURE IS FINALLY STABILIZED. OBTAIN CONCURRENCE OF THE ENGINEER PRIOR TO REMOVAL OF TEMPORARY STRUCTURES, MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND THE CONTROLS ARE REMOVED.

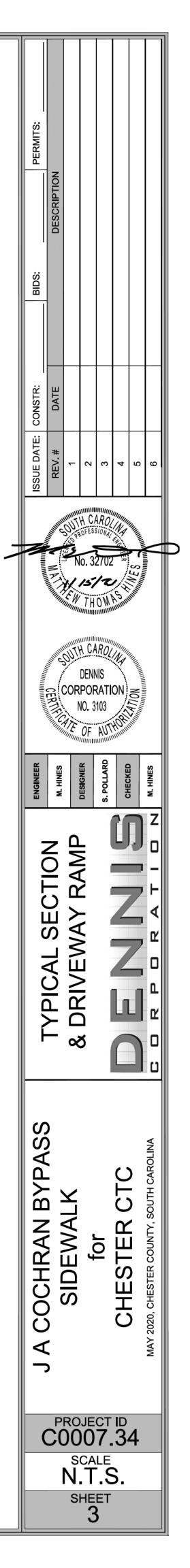




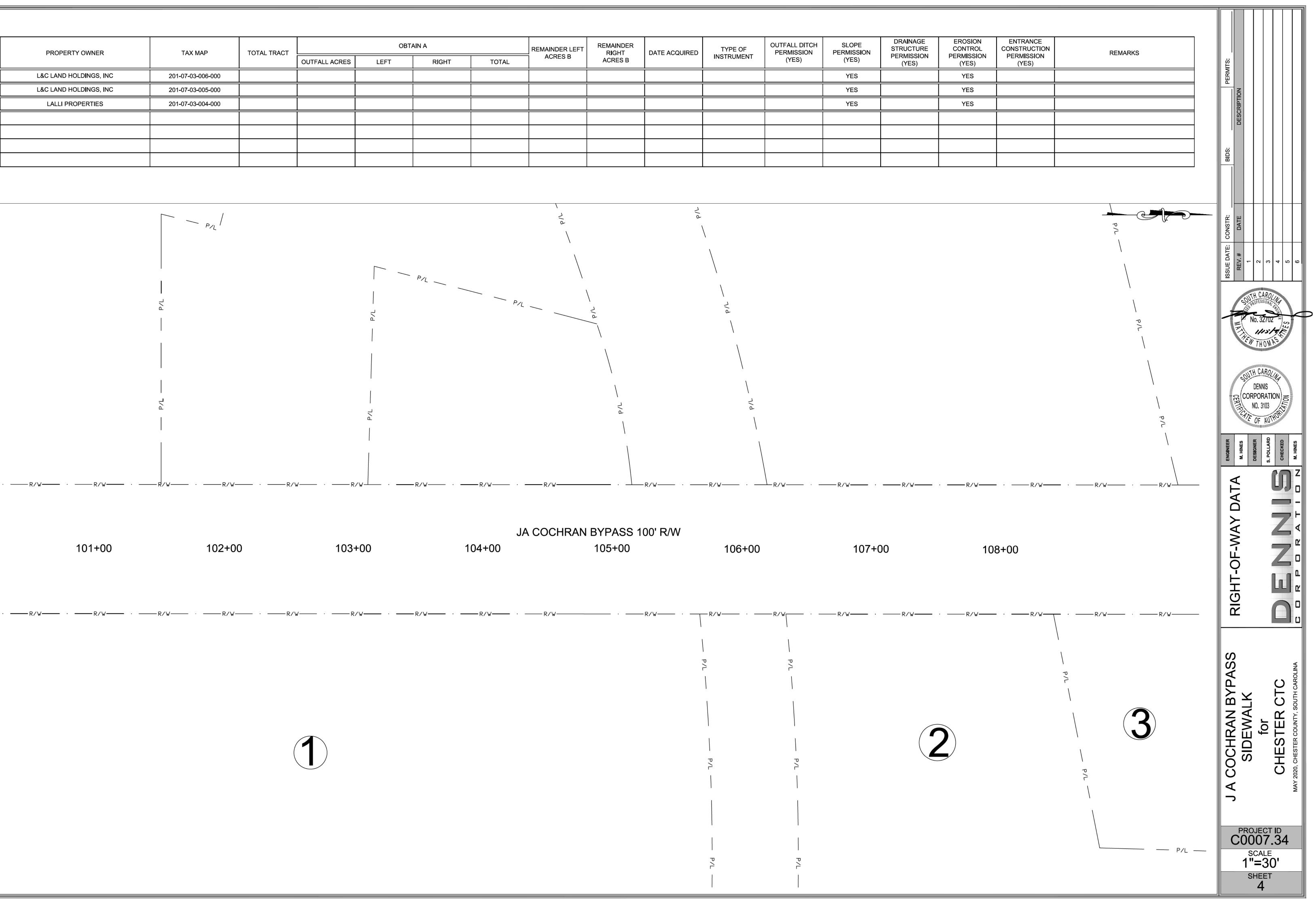
**GRASS STRIP** – DATUM + 5.75" – DATUM

- RETAIN EXISTING PAVEMENT

SCDOT STANDARD 18" CURB AND GUTTER



TRACT	TRACT PROPERTY OWNER TAX MAP	TOTAL TRACT		OBT	AIN A			REMAINDER RIGHT	DATE ACQUIRED		OUTFALL DITCH PERMISSION	SLOPE PERMISSION	DR/ STRI PERI	
NO.			OUTFALL ACRES	LEFT	RIGHT	TOTAL	ACRES B	ACRES B		INSTRUMENT	(YES)	(YES)		
1	L&C LAND HOLDINGS, INC	201-07-03-006-000											YES	
2	L&C LAND HOLDINGS, INC	201-07-03-005-000											YES	
3	LALLI PROPERTIES	201-07-03-004-000											YES	



100+00	101+00	102+00	103+00
		/W	

\_\_\_\_\_



	104+00	JA COCHRAN	BYPASS 100' F 105+00	र/W 106+	+00	107+00
. R∕W——	R/W		R/W_			R/W
				P/L	P/L	

<ol> <li>TOPOGRAPHICAL SURVEY PERFORMED BY DENNIS CORPORATION.</li> <li>DATE OF SURVEY: JANUARY 22, 2018</li> <li>HORIZONTAL CONTROL: THE COORDINATES FOR THIS PROJECT HAVE BEEN ESTABLISHED BY GPS BASED ON SOUTH CAROLINA STATE PLANE NAD 83 (2007).</li> <li>VERTICAL CONTROL: THE LOCATION AND ELEVATION OF BENCHMARKS ARE SHOWN OF THE PLANS. ALL ELEVATIONS SHOWN ARE IN FEET BASED ON NAVD 88 DATUM.</li> </ol>						
00+00	101+00	102+00	103+00			
Station Range: Sta	art: 100+00.00, End: 109		Easting			
100+00.00		254.7093'	1,942,653.1627			
101+68.12	1,043,	422.8298'	1,942,652.8579'			
104+55.68	1,043,	710.3929'	1,942,653.1994'			
105+59.78	1,043,	814.4885'	1,942,654.0473'			
105+75.64	1,043,	830.3392'	1,942,653.5149'			
106+13.14	1.043.					
100.15.11		867.8349'	1,942,653.6037			
106+56.43		867.8349' 911.1210'	1,942,653.6037' 1,942,653.2042'			
	1,043,					
106+56.43	1,043, 1,043,	911.1210'	1,942,653.2042'			
106+56.43 107+16.65	1,043, 1,043, 1,043, 1,044,	911.1210' 971.3474'	1,942,653.2042' 1,942,653.3099'			
106+56.43 107+16.65 107+97.44	1,043, 1,043, 1,044, 1,044, 1,044,	911.1210' 971.3474' 052.1328'	1,942,653.2042' 1,942,653.3099' 1,942,653.8651'			

SURVEY NOTES

652.8579' 287.563'	N0° 04' 04.94"E N0° 28' 00.09"E	
652 10041	N0° 28' 00 00"F	
653.1994'	N0° 28' 00 00"E	
104.099'	110 20 00.05 L	
654.0473'		
15.860'	N1° 55' 26.34"W	
653.5149'		
37.496'	N0° 08' 08.63"E	
653.6037'		
43.288'	N0° 31' 43.83"W	
653.2042'		
60.226'	N0° 06' 02.00"E	
653.3099'		
80.787'	N0° 23' 37.54"E	
653.8651'		
73.130'	N0° 04' 47.41"E	
653.9670'		
58.884'	N0° 17' 20.01"W	
653.6701'		
21.747	N0° 02' 33.65"E	
653.6863'		
	900	

Distance

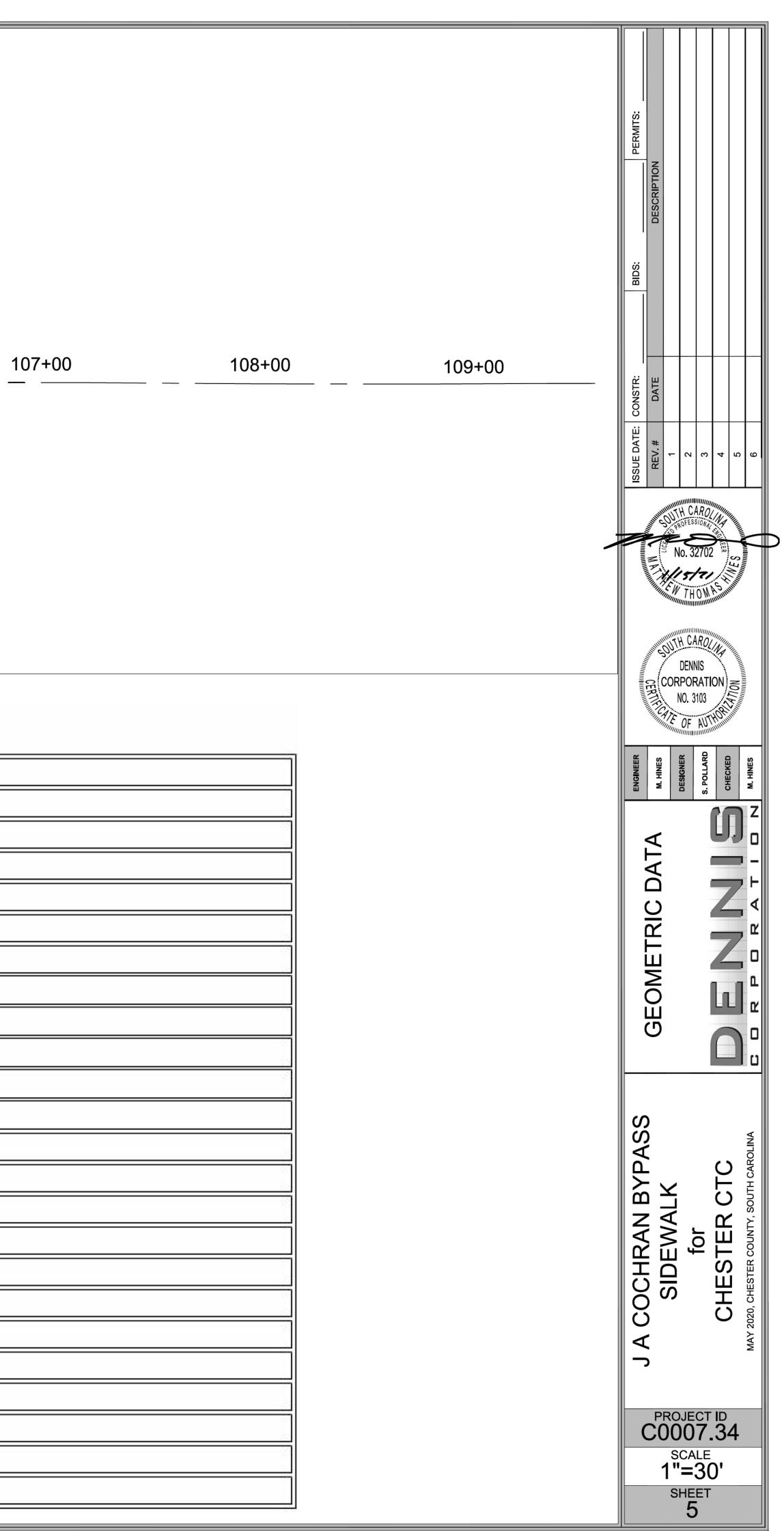
168.121'

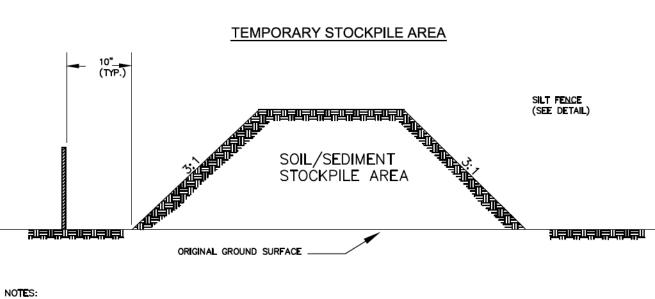
Direction

N0° 06' 13.90"W

JA COCHRAN BYPASS 100' R/W 104+00 105+00 106+00

IOWN ON





1. SILT FENCE TO EXTEND AROUND ENTIRE PERIMETER OF STOCKPILE, OR IF

STOCKPILE AREA IS LOCATED ON/NEAR A SLOP THE SILT FENCE IS TO EXTEND ALONG CONTOURS OF THE DOWN-GRADIENT AREA.

IF STOCKPILE IS TO REMAIN FOR MORE THAN 14 DAYS, TEMPORARY STABILIZATION MEASURES MUST BE IMPLEMENTED.

3. SILT FENCE SHALL BE MAINTAINED UNTIL STOCKPILE AREA HAS EITHER BEEN REMOVED OR PERMANENTLY STABILIZED.

THE KEY TO FUNCTIONAL TEMPORARY STOCKPILE AREAS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

NPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE. 3. A PRECONSTRUCTION CONFERENCES MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL HAS APPROVED

 CONSTRUCTION MATERIALS
 FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE
 SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING 16. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE. 17. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE

14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.). 15. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL
 WASTEWTER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASING OILS, CURING COMPOUNDS AND OTHER

12. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL. 13. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.

9. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES. 10. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED. 11.INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

7. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS. 8. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL

REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED. 6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.

. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE INSTALLATION OF UTILITIES. FILL, COVER AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENT BEFORE BEING PUMPED BACK 5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE

ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION O OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INSTALLED INAPPROPRIATELY, OR INCORRECTLY, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION

AS NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE. 2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES and Lization measures small be initiated as soon as practicable in portions of the site where construction activity.
 have temporarily or permanently ceased, but in no case more than fourteen (14) days after work has ceased, except as stated below.
 where stabilization by the 14th day is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.
 where construction activity on a portion of the site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be in initiated on that portion of the site.

SEDIMENT & EROSION CONTROL NOTES:

6. Install the silt fence perpendicular to the direction of the stormwater flow and place the silt fence the proper distance from the toe of steep slopes to provide sediment storage and access for maintenance and cleanou 7. Install Silt Fence Checks (Tie—Backs) every 50—100 feet, dependent on slope, along silt fence that is installed with slope and where concentrated flows are expected or are documented along the proposed/installed silt

minimum overlap; - Overlap silt fence by installing 3-feet passed the support post to which the new silt fence roll is attached. Attach old roll to new roll with heavy-duty plastic ties; or, - Overlap entire width of each silt fence roll from one support post to the next support post.

5. Attach filter fabric to the steel posts using heavy-duty plastic ties that are evenly spaced within the top

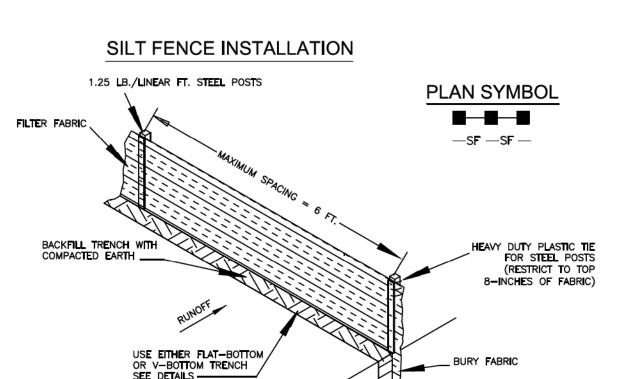
4. Silt fence joints, when necessary, shall be completed by one of the following options: - Wrap each fabric together at a support post with both ends fastened to the post, with a 1-foot

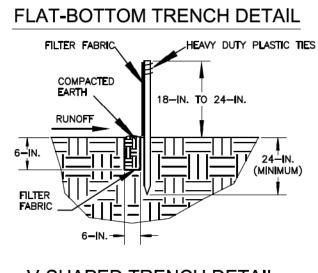
3. Maximum slope steepness (normal [perpendicular] to the fence line) shall be 2:1.

8-inches of the fabric.

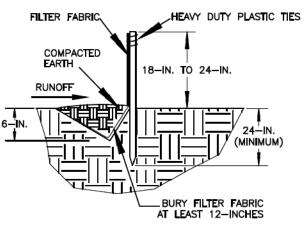
be used as a velocity control BMP. Concentrated flows are any flows greater than 0.5 cfs. 2. Maximum sheet or overland flow path length to the silt fence shall be 100-feet.

SILT FENCE — GENERAL NOTES 1. Do not place silt fence across channels or in other areas subject to concentrated flows. Silt fence should no





## V-SHAPED TRENCH DETAIL



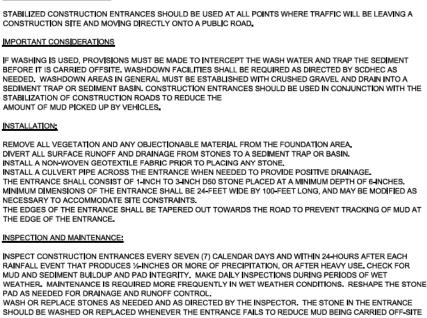
MMEDIATEL

SILT FENCE — POST REQUIREMENTS 1. Silt Fence posts must be 48-inch long steel posts that meet, at a minimum, the following physical characteristics. - Composed of a high strength steel with a minimum yield strength of 50,000 psi. - Include a standard "T" section with a nominal face width of 1.38-inches and a nominal "T" length of 1.48—inches. – Weigh 1.25 pounds per foot (± 8%)

- 2. Posts shall be equipped with projections to aid in fastening of filter fabric.
- completely buried.
- shall be maintained above the ground.
- Post spacing shall be at a maximum of 6—feet on center.
- the following requirements: relative to each other; properties after installation;

- the barrier to avoid joints.

STABILIZED CONSTRUCTION ENTRANCE NOTES: WHEN AND WHERE TO USE IT



Fertilizer

Apply a minimum of 1000 pounds per acre of a complete 10-10-10 fertilizer (23 pounds per 1000 square feet) or equivalent during permanent seeding of grasses unless a soil test indicates a different requirement. Incorporate fertilizer and lime (if used) into the top 4-6 inches of the soil by disking or other means where conditions allow. Do not mix the lime and the fertilizer prior to the field application.

## Seeding

Loosen the surface of the soil just before broadcasting the seed. Evenly apply seed by the most convenient method available for the type of seed applied and the location of the seeding. Typical application methods include but are not limited to cyclone seeders, rotary spreaders, drop spreaders, broadcast spreaders, hand spreaders, cultipacker seeder, and hydro-seeders. Cover applied seed by raking or dragging a chain or brush mat, and then lightly firm the area with a roller or cultipacker. Do not roll seed that is applied with a hydroseeder and hydro-mulch. Mulching Cover all permanent seeded areas with mulch immediately upon completion of the seeding

application to retain soil moisture and reduce erosion during establishment of vegetation. Apply the mulch evenly in such a manner that it provides a minimum of 75% coverage. Typical mulch applications include straw, wood fiber, hydromulches, BFM and FGM. Use hydromulches with a minimum blend of 70% wood fibers.

The most commonly accepted mulch used in conjunction with permanent seeding is small grain straw. Select straw that is dry and free from mold damage and noxious weeds. The straw may need to be anchored with netting or asphalt emulsions to prevent it from being blown or washed away. Apply straw mulch by hand or machine at the rate 2 tons per acre (90 pounds per 1000 square feet). Frequent inspections are necessary to check that conditions for growth are good.

## **Temporary Seeding**

Species	Lbs/Ac	Jan	Feb	Mar	Apr	May	Ju
			Sand	ly, Dr	rough	nty Si	tes
Browntop Millet	40 lbs./ac.						
Rye, Grain	56 lbs./ac.						
Ryegrass	50 lbs./ac.						-
120.00	3	Well	drain	ed, c	layey	/loam	ney
Browntop Millet or Japanese Millet	40 lbs./ac.			E			
Rye, Grain or Oats	56 lbs./ac. 75 lbs./ac.				191		
	50 lbs./ac.		-				1

3. Steel posts may need to have a metal soil stabilization plate welded near the bottom when installed along steep slopes or installed in loose soils. The plate should have a minimum cross section of 17-square inches and be compose of 15 gauge steel, at a minimum. The metal soil stabilization plate should be

. Install posts to a minimum of 24—inches. A minimum height of 1— to 2 inches above the fabric shall be maintained, and a maximum height of 3 feet

### SILT FENCE - FABRIC REQUIREMENTS 1. Silt fence must be composed of woven geotextile filter fabric that consists (

- Composed of fibers consisting of long chain synthetic polymers of at least 85% by weight of polyolefins, polyesters, or polyamides that are formed into a network such that the filaments or yarns retain dimensional stability - Free of any treatment or coating which might adversely alter its physical - Free of any defects or flaws that significantly affect its physical and/or filtering properties; and, — Have a minimum width of 36—inches.

Use only fabric appearing on SC DOT's Qualified Products Listing (QPL), Approval Sheet #34, meeting the requirements of the most current edition of the SC DOT Standard Specifications for Highway Construction.

12—inches of the fabric should be placed within excavated trench and toed in when the trench is backfilled.

4. Filter Fabric shall be purchased in continuous rolls and cut to the length of

5. Filter Fabric shall be installed at a minimum of 24—inches above the ground.

1. The key to functional silt fence is weekly inspections, routine maintenance, and regular sediment removal.

Regular inspections of silt fence shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.

Attention to sediment accumulations along the silt fence is extremely important. Accumulated sediment should be continually monitored and removed when

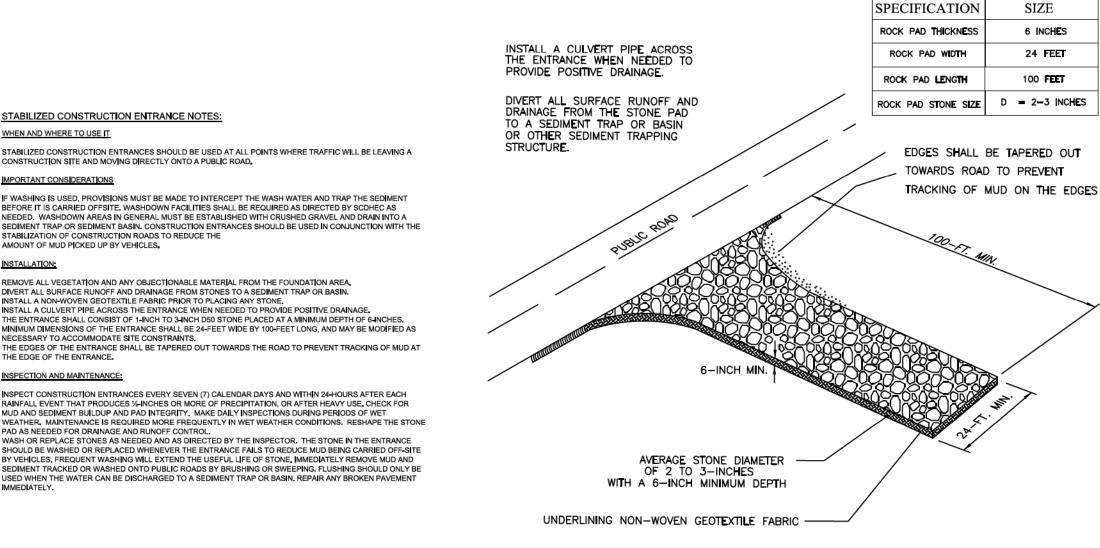
Remove accumulated sediment when it reaches 1/3 the height of the silt

Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated. Check for areas where stormwater runoff has eroded a channel beneath the

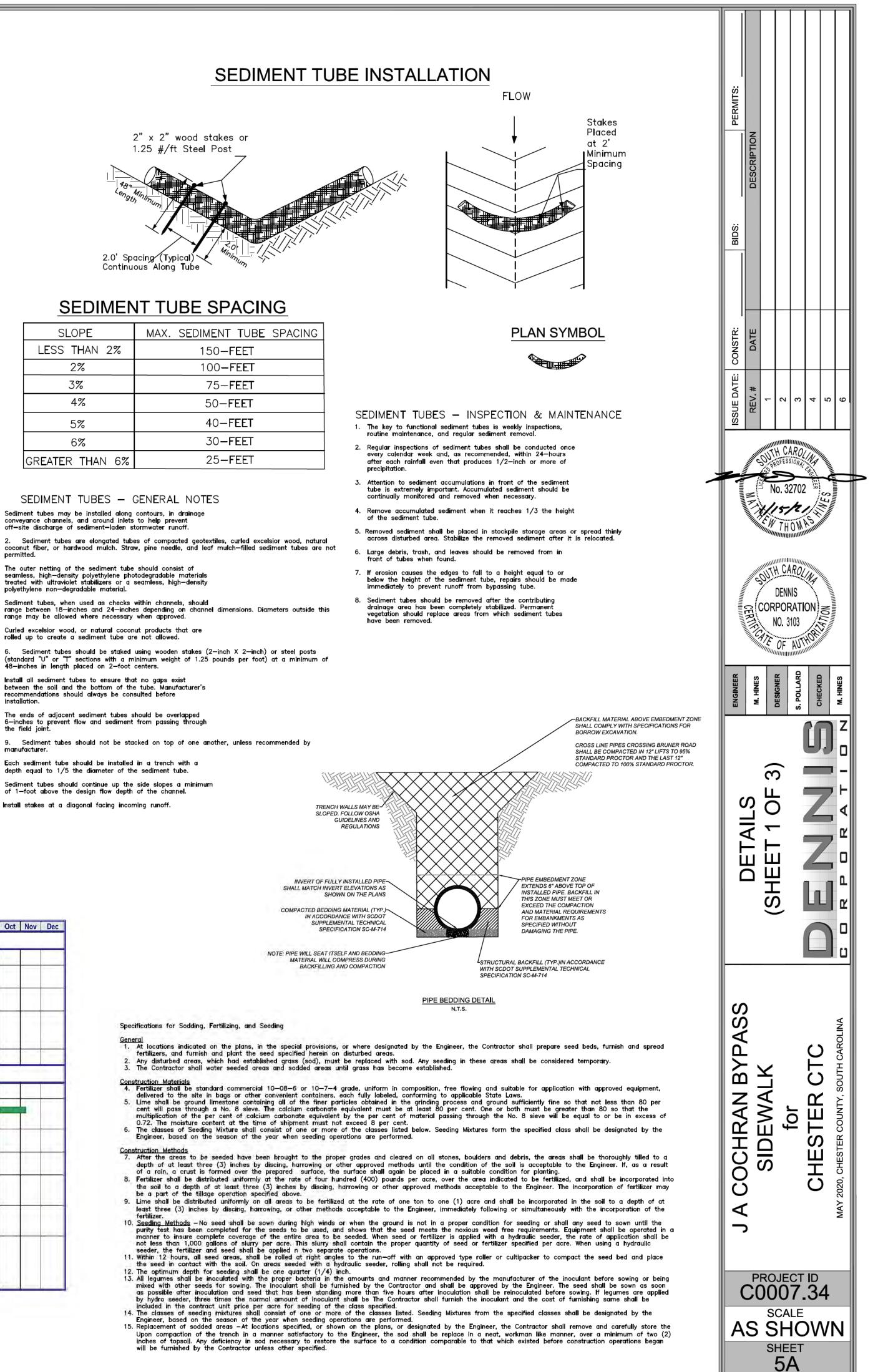
silt fence, or where the fence has sagged or collapsed due to runoff overtopping the silt fence. Install checks/tie-backs and/or reinstall silt fence, as necessary 7. Check for tears within the silt fence, areas where silt fence has begun to

decompose, and for any other circumstance that may render the silt fence ineffective. Removed damaged silt fence and reinstall new silt fence immediately.

Silt fence should be removed within 30 days after final stabilization is achieved and once it is removed, the resulting disturbed area shall be permanently stabilized.



### STABILIZED CONSTRUCTION ENTRANCE DETAIL N.T.S.



2.0′ Spacing (Typical)

SLOPE	MAX. SEDIMENT
LESS THAN 2%	150—
2%	100-
3%	75—
4%	50-
5%	40-
6%	30-
GREATER THAN 6%	25 <b>—</b>

SEDIMENT TUBES — GENERAL NOTES Sediment tubes may be installed along contours, in drainage

- conveyance channels, and around inlets to help prevent off-site discharge of sediment-laden stormwater runoff permitted.
- The outer netting of the sediment tube should consist of seamless, high—density polyethylene photodegradable materials treated with ultraviolet stabilizers or a seamless, high—density polyethylene non-dearadable material.
- Sediment tubes, when used as checks within channels, should range between 18-inches and 24-inches depending on channel dimensions. Diameters outside this range may be allowed where necessary when approved.
- rolled up to create a sediment tube are not allowed. Sediment tubes should be staked using wooden stakes (2—inch X 2—inch) or steel posts (standard "U" or "T" sections with a minimum weight of 1.25 pounds per foot) at a minimum of 48-inches in length placed on 2-foot centers.
- Install all sediment tubes to ensure that no gaps exist between the soil and the bottom of the tube. Manufacturer's recommendations should always be consulted before
- 8. The ends of adjacent sediment tubes should be overlapped prevent flow and sediment from passing throug the field joint. 9. Sediment tubes should not be stacked on top of one another, unless recommended by
- 10. Each sediment tube should be installed in a trench with a

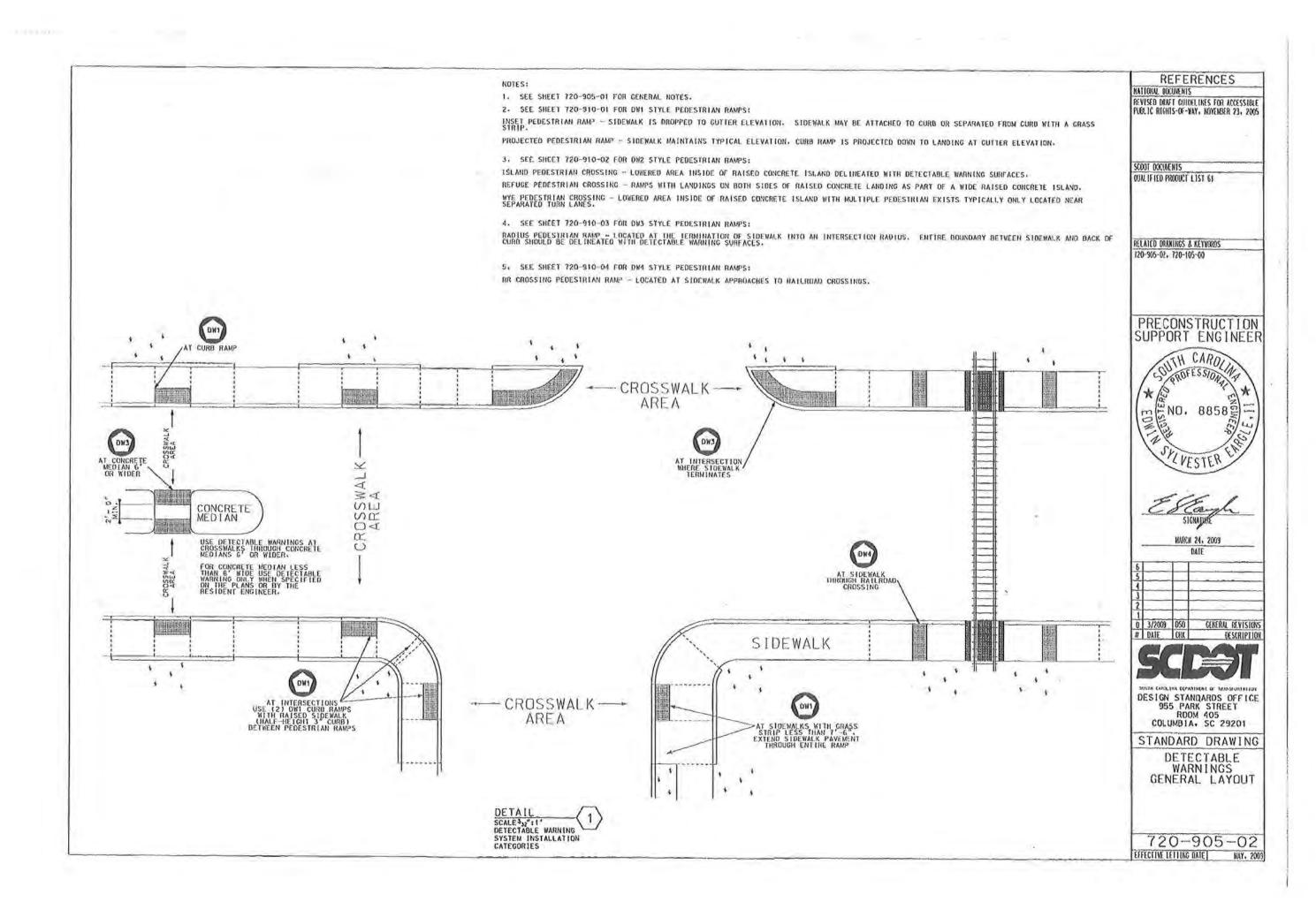
manufacturer.

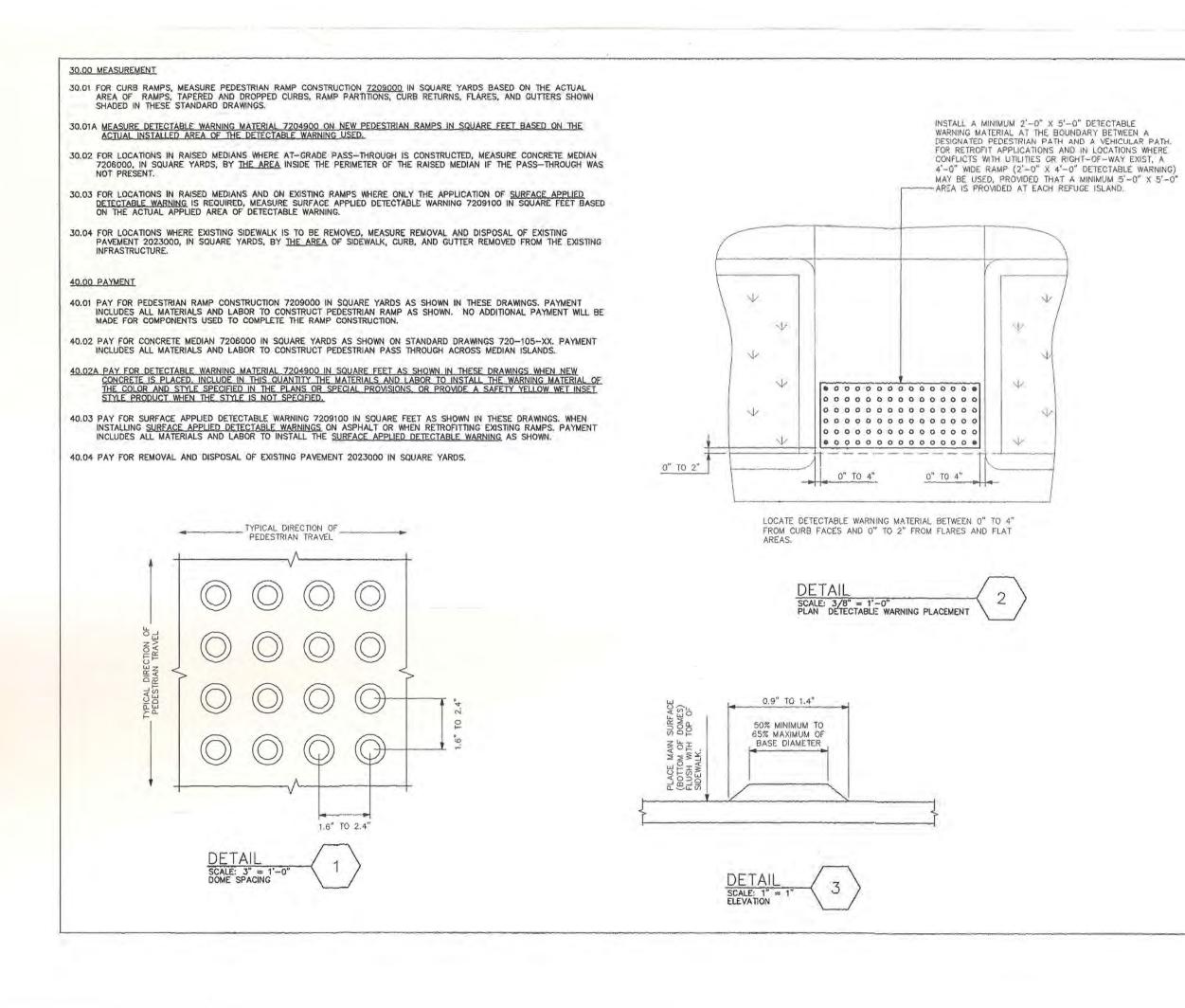
- Sediment tubes should continue up the side slopes a minimum of 1-foot above the design flow depth of the channel.
- 12. Install stakes at a diagonal facing incoming runoff.

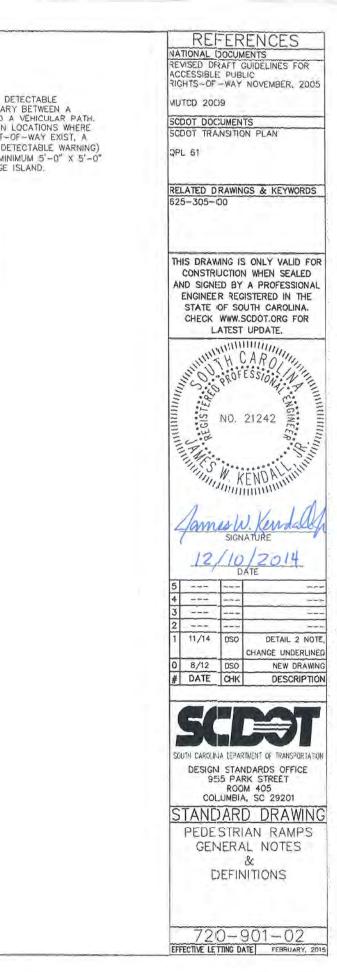
In Jul Aug Sep Oct Nov Dec

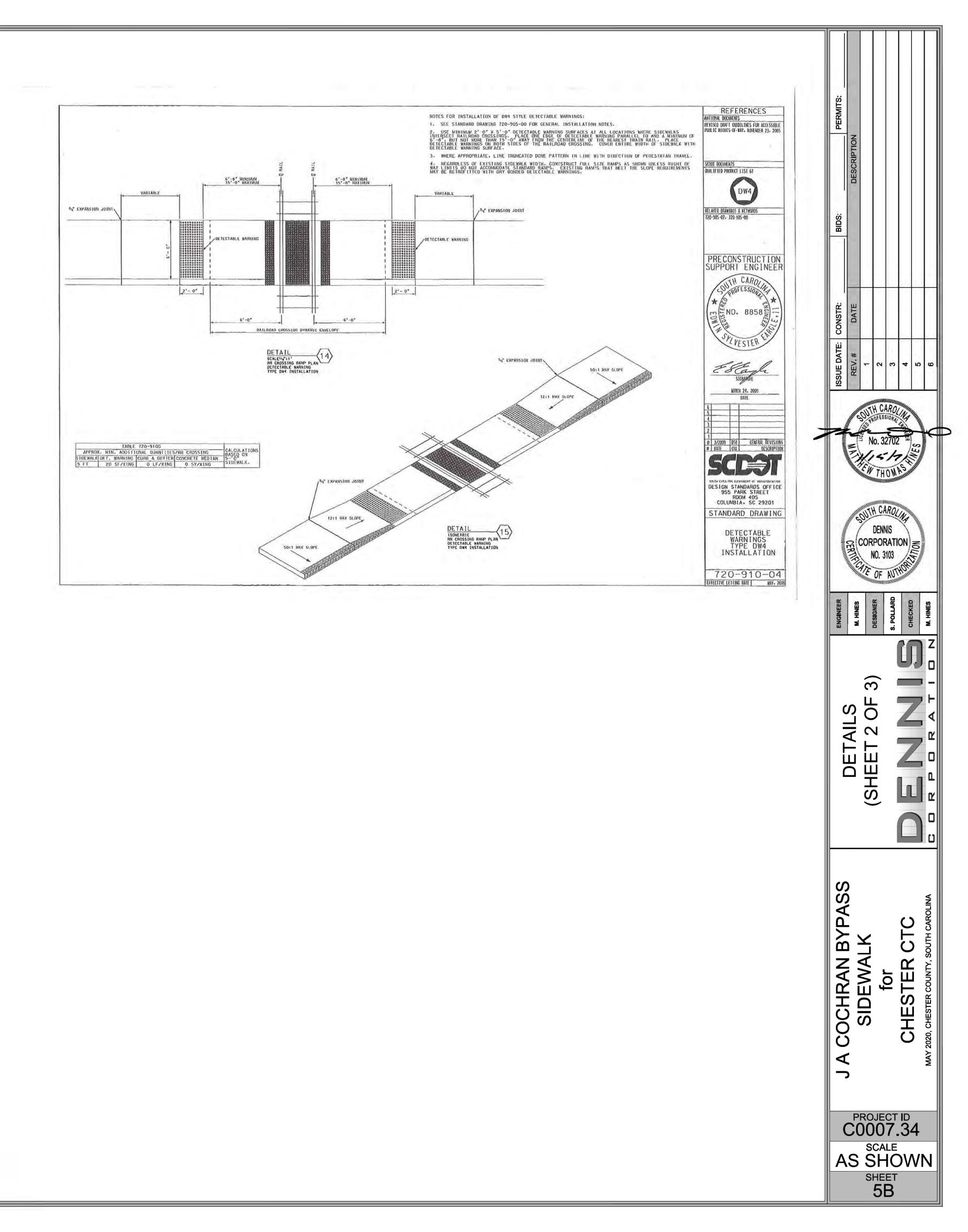
Permanent Seeding

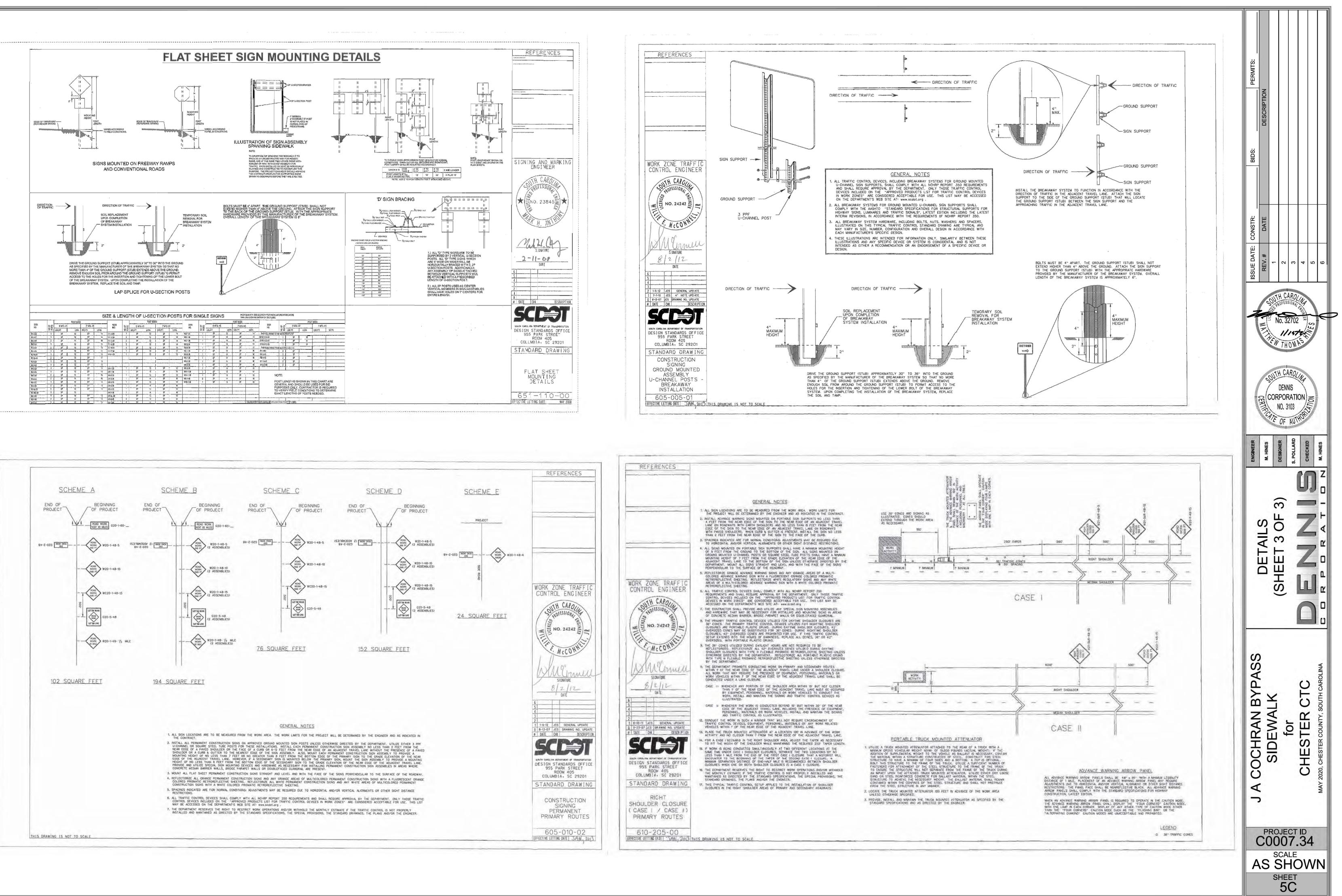
Species	Lbs/Ac	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	De
			Sa	ndy, l	Droug	ghty §	Sites						
Brewntop Millet	10 lbs./ac.					r –			-	(m. 11			-
Bahuagrass	40 Ibs./ac.	-	1		-	1	-		-				
Browntop Millet	10 lbs./ac.						÷			( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )			-
Bahiagrass	30 lbs./ac.				-		-		-				
Sericea Lespedeza	40 lbs/ac.	_				1960	1		1.000		·		
Brewntop Millet	10 lbs./ac.	1	1		-	· · · · · · · ·				_	1		
Atlantic Coastal	15 lbs./ac.				-								
Panicgrass	PLS			_									
Brewntop Millet	10 lbs./ac.												
Switchgrass	8 lbs./ac.			-	-		-						
(Alamo)	PLS				-	-	-						
Little Bluestem	4 lbs./ac.				-	1.1			1.000				
Sericea Lespedeza	20 lbs./ac.				u								_
Browntop Millet	10 lbs./ac.	1.		0			-						
Weeping Lovegrass	S lbs./ac.	÷			A	1		1	1.1			· · · ·	-
		We	I drai	ined,	claye	ey/loa	mey	Sites	0	-			
Brewntop Millet	10 lbs./ac.	-	1			-	_				1		-
Bahiagrass	40 lbs./ac.					<b>1</b>	1 I		-		10.04	I	
Rye, Grain	10 lbs./ac.				-		-	-		_			
Bahiagrass	40 lbs./ac.	11 11								1	-		
Clover, Crimson	5 lbs./ac.										1		
(Arnual)	and the second second										1		
Browntop Millet	10 lbs./ac.						1	1	1		12 21		
Bahiagrass	30 lbs./ac.									D.			
Sericea lespedeza	40 lbs./ac.			-	1		-	1					
Browntop Millet	10 lbs /ac.						-						
Bermuda, Common	10 lbs./ac.				_								
Sericea lespedeza	40 lbs./ac.					1					10.00		
Browntop Millet	10 lbs:/ac.	1.											
Bernuda, Common	12 lbs./ac.			1	-	-							
Kobe Lespedeza	10 lbs./ac.					1			-				
(Arnual)					-					_	-		-
Brewntop Millet	10 lbs./ac.	1				1			1	-			
Bahiagrass	20 lbs./ac.			1									
Bermuda, Common	6 lbs./ac.			1			-						
Sericea lespedeza	40 lbs./ac.	-											-
Browntop Millet	10 lbs,/ac.	11.11	11.11									1.11	
Sw tchgrass	8 lbs./ac.												
Little Bluestem	PLS			( in the second	-	· · · ·	h			6			
Indiangrass	3 lbs./ac.				-	1	-	-	-	0			
	PLS				1 1			1 1 1	1.1				
	3 lbs./ac.												
-	PLS	· · · · · · · · · · · · · · · · · · ·		,	-						1		-

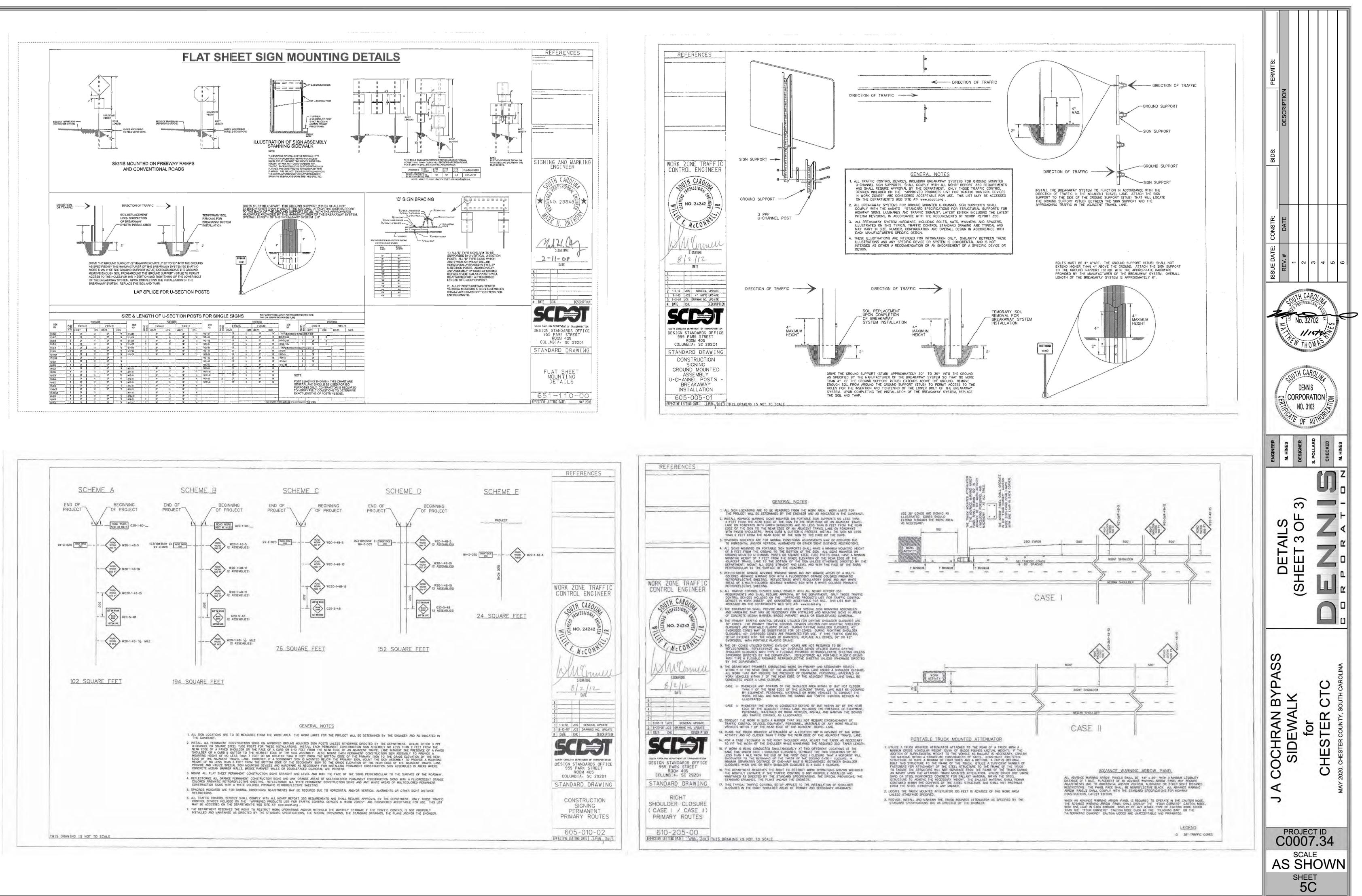


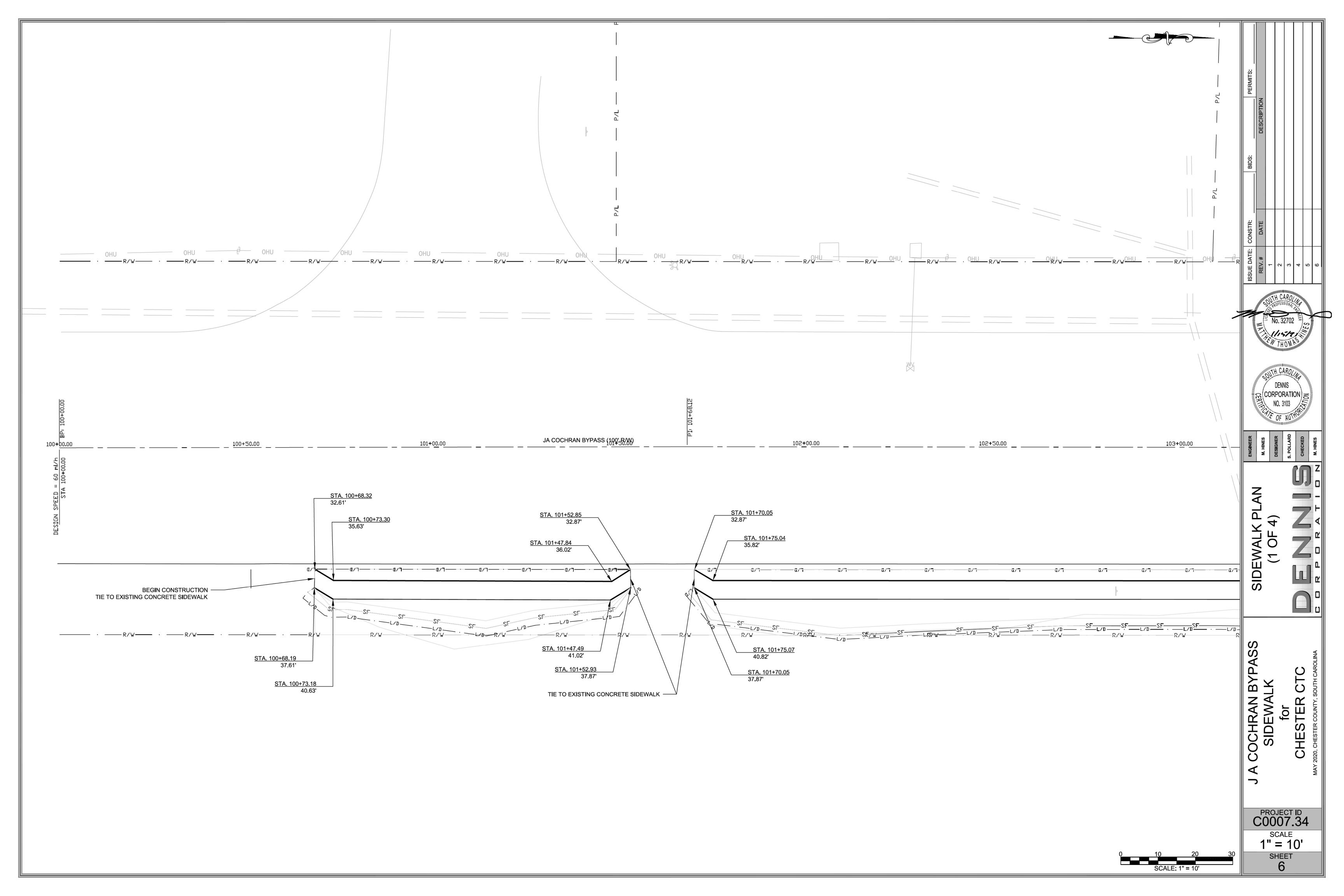


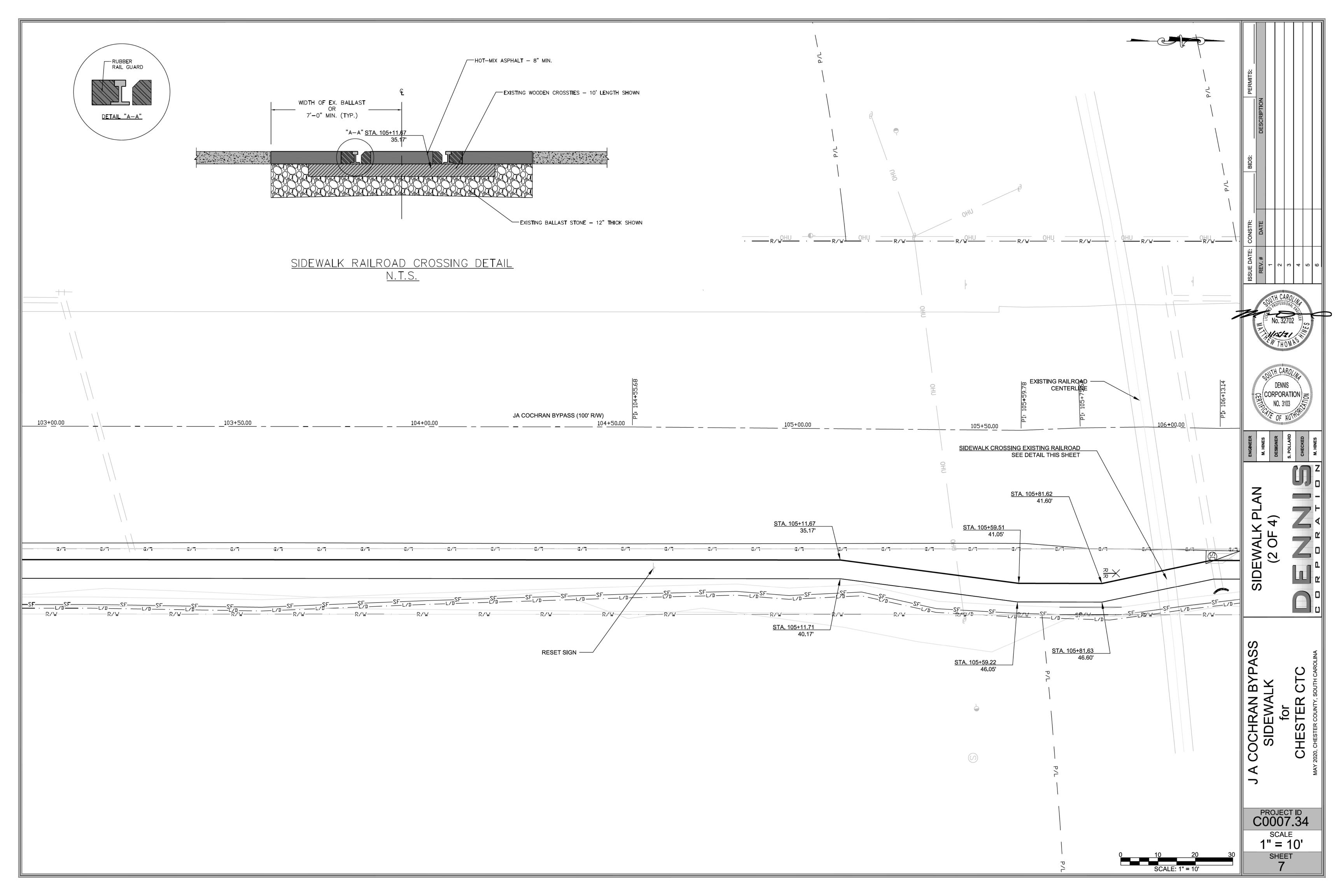


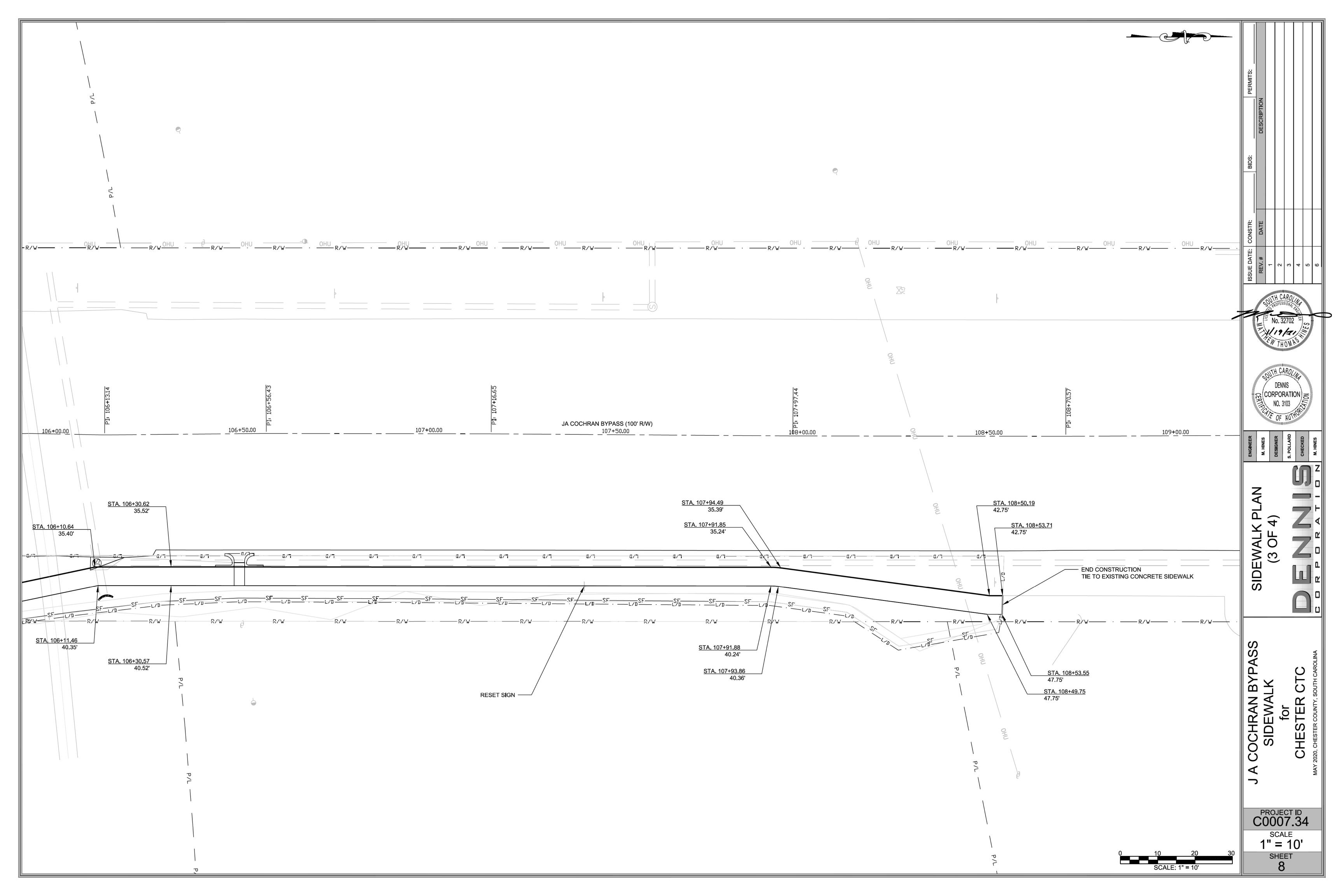


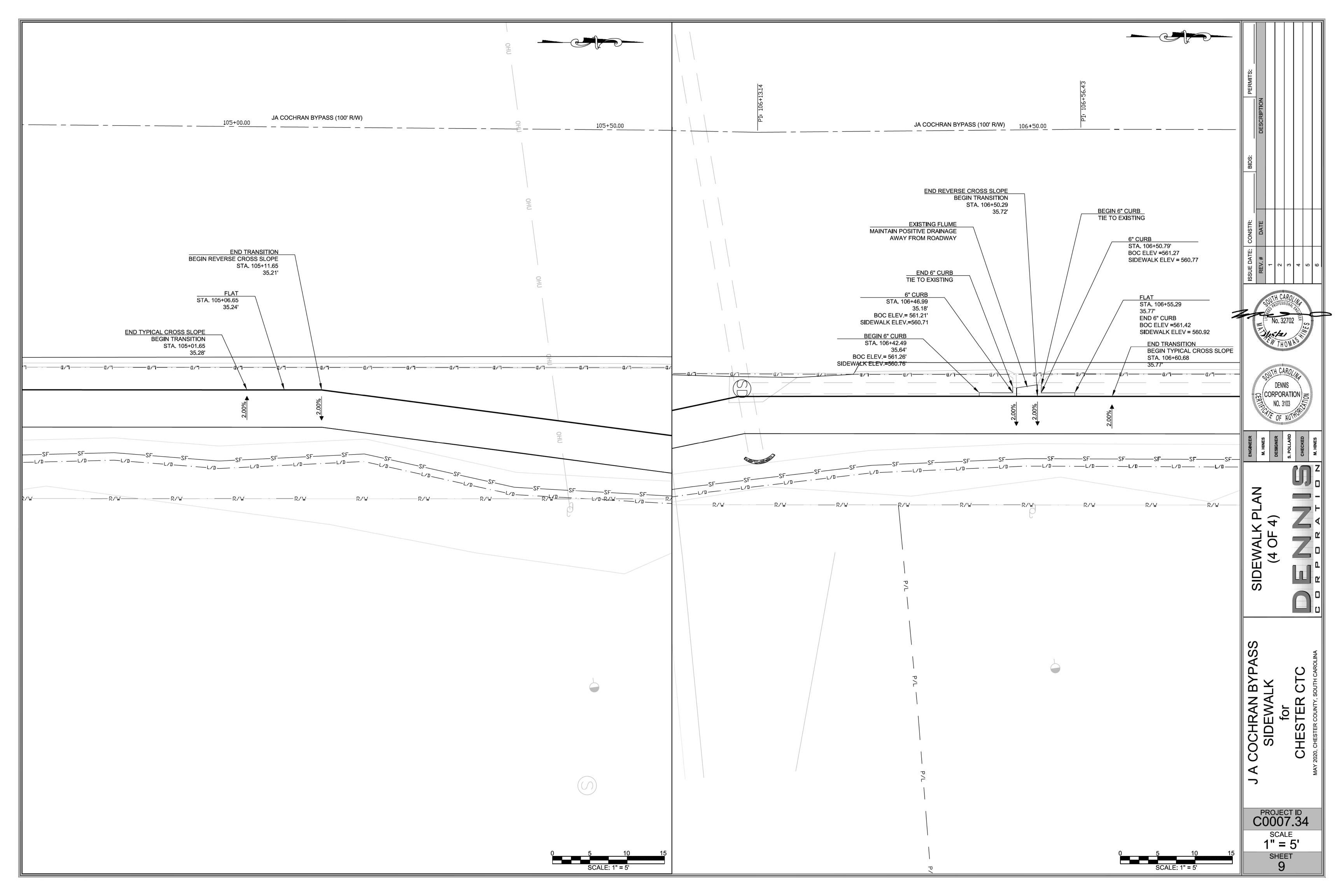


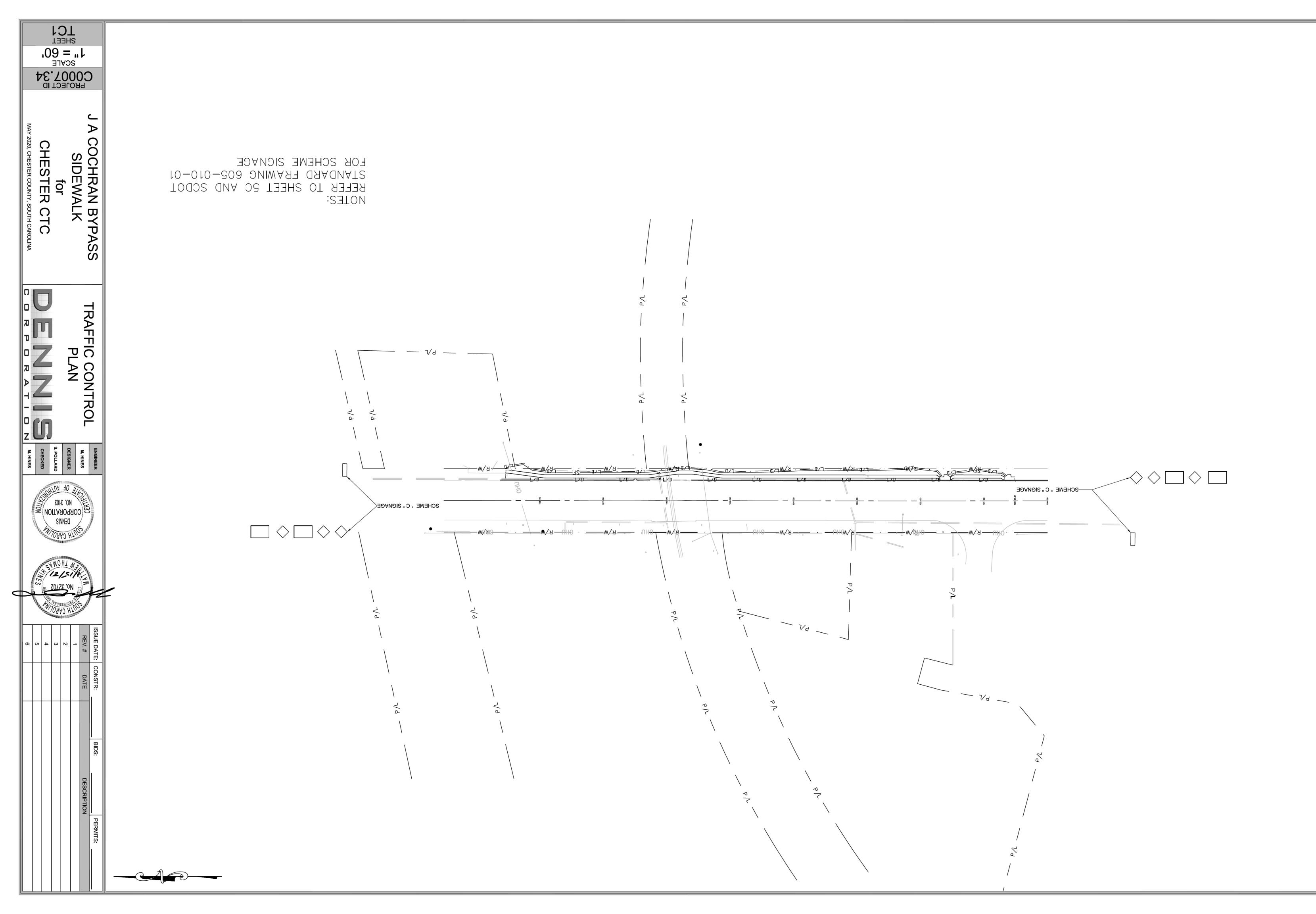












	Chester County Roads Submitted by Public Works for Repaving in 2022									
District	Road Name	Length in miles	Estimated Cost	Priority #	Scale	Date Submitted	Comments			
3	Barbers Creek Rd/Katie Ln	1.052		1	F	6/30/2020	Potholes, center of road and shoulders eroded			
3	Winne Hole Ln	0.200		2	F	4/27/2021	Join Barber's Creek Rd			
3	Stacie Ln	0.130		3	F	4/27/2021	Join Barber's Creek Rd			
3	Heather Hill Dr	0.100		4	F	4/27/2021	Join Barber's Creek Rd			
5	Hopps Rd	1.000		5	F	6/30/2020	Potholes, center of road and shoulders eroded			
5	Shoreview Dr	0.150		6	F	4/27/2021	Join Hopps Rd			
3	Orr's Station Rd	0.800		7	F	4/27/2020	Potholes, center of road and shoulders eroded			
3	Pall Mall Rd	0.110		8	F	4/27/2020	Join Orr's Station Rd			
3	Ballindam Rd	0.230		9	F	4/27/2021	Join Orr's Station Rd			
3	Sunshine Ln	0.720		10	F	4/27/2021	Join Orr's Station Rd			
1	Poverty Hollow Rd	0.426		11	F	7/9/2020	Potholes, center of road and shoulders eroded			
1	Lanksford Rd	0.330		12	F	7/9/2020	Join Poverty Hollow Rd			
1	Knollwood Dr	0.280		13	F	4/27/2021	Join Poverty Hollow Rd			
1	Kennington St	0.250		14	F	9/1/2020	Join Poverty Hollow Rd			



## Chester County, South Carolina

Roads Department Post Office Drawer 580 Chester, SC 29706

April 23. 2021

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County road maintenance materials purchased on November 25, 2020 and from January 6, 2021 to April 15, 2021

The total amount for this period is \$38,170.38.

Regards,

Rondy Had

Roads Department Supervisor

			GRAND TOTAL	\$27,005.88	1,620.920	\$1,890.43	\$28,896.31
District	Ticket No.	Road	Date	Amount	Tons	Тах	Grand Total
1	627014514	William Stevenson Rd	1/6/2021	\$197.47	12.740	\$13.82	\$211.29
1	627014550	William Stevenson Rd	1/6/2021	\$216.85	13.990	\$15.18	\$232.02
1	627014580	William Stevenson Rd	1/6/2021	\$226.46	14.610	\$15.85	\$242.31
1	627014619	Peak Dr	1/7/2021	\$220.72	14.240	\$15.45	\$236.17
6	627015200	Farrington Dr	1/13/2021	\$221.50	14.290	\$15.51	\$237.01
6	627015264	Farrington Dr	1/14/2021	\$239.48	15.450	\$16.76	\$256.24
6	627015357	Farrington Dr	1/14/2021	\$113.93	7.350	\$7.97	\$121.90
3	627015636	Landfill Rd	1/19/2021	\$326.48	14.840	\$22.85	\$349.33
3	627015656	Landfill Rd	1/19/2021	\$339.68	15.440	\$23.78	\$363.46
3	627015678	Landfill Rd	1/19/2021	\$354.86	16.130	\$24.84	\$379.70
3	627015695	Landfill Rd	1/19/2021	\$345.62	15.710	\$24.19	\$369.81
3	627015719	Landfill Rd	1/19/2021	\$339.68	15.440	\$23.78	\$363.46
3	627015749	Landfill Rd	1/19/2021	\$323.40	14.700	\$22.64	\$346.04
2	627015783	Dority Farm Rd	1/20/2021	\$241.96	15.610	\$16.94	\$258.89
2	627015792	Dority Farm Rd	1/20/2021	\$222.74	14.370	\$15.59	\$238.36
2	627015803	Dority Farm Rd	1/20/2021	\$219.33	14.150	\$15.35	\$234.68
2	627015818	Dority Farm Rd	1/20/2021	\$213.75	13.790	\$14.96	\$228.71
2	627015827	Dority Farm Rd	1/20/2021	\$217.16	14.010	\$15.20	\$232.36
2	627015840	Dority Farm Rd	1/20/2021	\$234.05	15.100	\$16.38	\$250.43
5	627016804	Baseball Alley	1/29/2021	\$234.36	15.120	\$16.41	\$250.77
3	627017014	Barbers Creek Rd	2/2/2021	\$237.93	15.350	\$16.65	\$254.58
3	627017055	Barbers Creek Rd	2/2/2021	\$243.35	15.700	\$17.03	\$260.39
3	627017092	Barbers Creek Rd	2/2/2021	\$236.22	15.240	\$16.54	\$252.76
3	627017122	Barbers Creek Rd	2/2/2021	\$230.18	14.850	\$16.11	\$246.29
3	627017194	Barbers Creek Rd	2/3/2021	\$220.57	14.230	\$15.44	\$236.00
3	627017195	Katie Ln	2/3/2021	\$225.99	14.580	\$15.82	\$241.83
3	627017237	Katie Ln	2/3/2021	\$225.22	14.530	\$15.77	\$240.98
3	627017238	Barbers Creek Rd	2/3/2021	\$232.50	15.000	\$16.28	\$248.78
3	627017269	Barbers Creek Rd	2/3/2021	\$225.68	14.560	\$15.80	\$241.48
3	627017270	Katie Ln	2/3/2021	\$234.21	15.110	\$16.39	\$250.60
3	627017302	Barbers Creek Rd	2/3/2021	\$225.68	14.560	\$15.80	\$241.48
3	627017303	Katie Ln	2/3/2021	\$233.43	15.060	\$16.34	\$249.77

Cfunds	(2020-2021)
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			GRAND TOTAL	\$27,005.88	1,620.920	\$1,890.43	\$28,896.31
District	Ticket No.	Road	Date	Amount	Tons	Тах	Grand Total
3	627017378	Katie Ln	2/4/2021	\$220.41	14.220	\$15.43	\$235.84
3	627017379	Katie Ln	2/4/2021	\$229.25	14.790	\$16.05	\$245.29
3	627017416	Katie Ln	2/4/2021	\$216.85	13.990	\$15.18	\$232.03
3	627017418	Katie Ln	2/4/2021	\$225.22	14.530	\$15.77	\$240.98
4	627017995	Baton Rouge Park	2/10/2021	\$238.55	15.390	\$16.70	\$255.25
5	627018125	Roads Dept Stockpile	2/11/2021	\$214.06	13.810	\$14.98	\$229.04
5	627018149	Welch Dr	2/11/2021	\$219.95	14.190	\$15.40	\$235.34
5	627017162	Welch Dr	2/11/2021	\$232.81	15.020	\$16.30	\$249.11
5	627017174	Hopps Rd	2/11/2021	\$242.27	15.630	\$16.96	\$259.22
5	627018225	Baseball Alley	2/12/2021	\$237.62	15.330	\$16.63	\$254.28
5	627018226	Baseball Alley	2/12/2021	\$255.75	16.500	\$17.90	\$273.65
5	627018233	Baseball Alley	2/12/2021	\$220.41	14.220	\$15.43	\$235.84
5	627018234	Baseball Alley	2/12/2021	\$222.74	14.370	\$15.59	\$238.33
5	627018242	Baseball Alley	2/12/2021	\$232.97	15.030	\$16.31	\$249.27
5	627018243	Baseball Alley	2/12/2021	\$225.37	14.540	\$15.78	\$241.15
5	627018250	Baseball Alley	2/12/2021	\$233.12	15.040	\$16.32	\$249.44
5	627018251	Baseball Alley	2/12/2021	\$209.87	13.540	\$14.69	\$224.56
5	627018258	Baseball Alley	2/12/2021	\$249.86	16.120	\$17.49	\$267.35
5	627018259	Baseball Alley	2/12/2021	\$242.58	15.650	\$16.98	\$259.56
3	627018265	Landfill Rd	2/12/2021	\$235.14	15.170	\$16.46	\$251.59
3	627018494	Barbers Creek Rd	2/17/2021	\$207.55	13.390	\$14.53	\$222.07
3	627018495	Barbers Creek Rd	2/17/2021	\$222.74	14.370	\$15.59	\$238.33
3	627018522	Barbers Creek Rd	2/17/2021	\$205.53	13.260	\$14.39	\$219.93
3	627018523	Katie Ln	2/17/2021	\$209.25	13.500	\$14.65	\$223.90
5	627018565	Langley Rd	2/17/2021	\$209.10	13.490	\$14.64	\$223.73
5	627018778	Golden Maple Ln	2/19/2021	\$249.40	16.090	\$17.46	\$266.87
5	627018779	Golden Maple Ln	2/19/2021	\$240.72	15.530	\$16.85	\$257.57
5	627018793	Golden Maple Ln	2/19/2021	\$236.53	15.260	\$16.56	\$253.09
5	627018794	Golden Maple Ln	2/19/2021	\$237.31	15.310	\$16.61	\$253.92
5	627019104	Roads Dept Stockpile	2/24/2021	\$237.93	15.350	\$16.66	\$254.59
3	627019267	Ballindam Rd	2/25/2021	\$208.17	13.430	\$14.57	\$222.74
5	627019782	Watson Ln	3/4/2021	\$220.26	14.210	\$15.42	\$235.67

T.			GRAND TOTAL	\$27,005.88	1,620.920	\$1,890.43	\$28,896.3
District	Ticket No.	Road	Date	Amount	Tons	Tax	Grand Total
5	627019789	Watson Ln	3/4/2021	\$223.20	14.400	\$15.62	\$238.83
5	627019802	Watson Ln	3/4/2021	\$228.78	14.760	\$16.01	\$244.79
5	627019806	Watson Ln	3/4/2021	\$236.07	15.230	\$16.52	\$252.59
4	627019856	Carlisle White Rd	3/5/2021	\$248.78	16.050	\$17.41	\$266.19
5	627019884	Little Mac Dr	3/5/2021	\$225.22	14.530	\$15.77	\$240.98
5	627019923	Little Mac Dr	3/5/2021	\$193.75	12.500	\$13.56	\$207.32
5	627019935	Buchanan Dr	3/5/2021	\$204.29	13.180	\$14.30	\$218.59
5	627019951	Buchanan Dr	3/5/2021	\$203.21	13.110	\$14.22	\$217.43
5	627019954	Little Mac Dr	3/5/2021	\$221.03	14.260	\$15.47	\$236.50
5	627019962	Little Mac Dr	3/5/2021	\$246.76	15.920	\$17.27	\$264.03
4	627020162	Baton Rouge Park	3/8/2021	\$232.35	14.990	\$16.26	\$248.61
2	627020259	Steele Rd	3/9/2021	\$332.86	15.130	\$23.30	\$356.16
5	627020288	Armory Rd - Office Stock	3/9/2021	\$223.36	14.410	\$15.63	\$238.99
2	627020295	Steele Rd	3/9/2021	\$346.50	15.750	\$24.26	\$370.76
2	627020306	Steele Rd	3/9/2021	\$311.52	14.160	\$21.81	\$333.33
2	627020341	Steele Rd	3/9/2021	\$322.30	14.650	\$22.56	\$344.86
5	627020359	Armory Rd - Office Stock	3/9/2021	\$240.72	15.530	\$16.85	\$257.58
2	627020494	Steele Rd	3/10/2021	\$317.24	14.420	\$22.21	\$339.45
2	627020496	Steele Rd	3/10/2021	\$337.04	15.320	\$23.59	\$360.63
2	627020536	Steele Rd	3/10/2021	\$333.52	15.160	\$23.35	\$356.87
2	627020538	Steele Rd	3/10/2021	\$349.80	15.900	\$24.49	\$374.29
2	627020640	Steele Rd	3/11/2021	\$357.72	16.260	\$25.04	\$382.76
2	627020642	Steele Rd	3/11/2021	\$349.80	15.900	\$24.49	\$374.29
3	627020951	Taylor Dr	3/12/2021	\$225.37	14.540	\$15.78	\$241.15
3	627020973	Taylor Dr	3/12/2021	\$214.99	13.870	\$15.05	\$230.04
3	627021019	Taylor Dr	3/12/2021	\$247.07	15.940	\$17.29	\$264.36
3	627021131	Coleman Dr	3/15/2021	\$243.20	15.690	\$17.02	\$260.22
3	627021154	Coleman Dr	3/15/2021	\$242.42	15.640	\$16.97	\$259.39
3	627021190	Coleman Dr	3/15/2021	\$219.64	14.170	\$15.37	\$235.01
3	627021126	Coleman Dr	3/15/2021	\$249.09	16.070	\$17.44	\$266.52
3	627021253	Coleman Dr	3/15/2021	\$246.30	15.890	\$17.24	\$263.54
3	627021274	Coleman Dr	3/15/2021	\$242.73	15.660	\$16.99	\$259.72

Cfunds (2020-2021)

			GRAND TOTAL	\$27,005.88	1,620.920	\$1,890.43	\$28,896.31
District	Ticket No.	Road	Date	Amount	Tons	Тах	Grand Total
4	627021448	Going Rd	3/17/2021	\$244.44	15.770	\$17.11	\$261.56
4	627021487	Going Rd	3/17/2021	\$228.32	14.730	\$15.98	\$244.30
4	627021509	Putnam Rd	3/17/2021	\$222.43	14.350	\$15.57	\$237.99
4	627022588	Roadrunner Dr	3/29/2021	\$220.57	14.230	\$15.44	\$236.00
4	627022613	Roadrunner Dr	3/29/2021	\$224.60	14.490	\$15.72	\$240.34
3	627022653	Owens Rd	3/29/2021	\$230.64	14.880	\$16.14	\$246.78
3	627022679	Owens Rd	3/29/2021	\$243.20	15.690	\$17.02	\$260.22
3	627022790	Ballindam Rd	3/30/2021	\$228.47	14.740	\$15.99	\$244.46
2	627023423	Tributary Dr	4/6/2021	\$234.05	15.100	\$16.38	\$250.43
4	627023709	Rocky Creek Rd	4/7/2021	\$188.48	12.160	\$13.19	\$201.67
3	627024723	Landfill Rd	4/15/2021	\$234.05	15.100	\$16.38	\$250.43
3	627024750	Landfill Rd	4/15/2021	\$319.22	14.510	\$22.35	\$341.57
3	627024785	Landfill Rd	4/15/2021	\$337.26	15.330	\$23.61	\$360.87
3	627014801	Landfill Rd	4/15/2021	\$324.06	14.730	\$22.68	\$346.74
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### CHESTER COUNTY RECYCLING, LITTER CONTROL, LANDFILL AND SIGN REPLACEMENT

### P.O. DRAWER 580

### CHESTER, SC 29706

DATE: April 20, 2021

TO: CHESTER COUNTY TRANSPORTATION COMMITTEE

FROM: SHARON WILSON BICKETT, CHESTER COUNTY RECYCLING COORDINATOR

RE: REIMBURSEMENT FOR SIGN MATERIALS

Dear CCTC Members,

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

\$1458.38

Thank you, Marne W. Birkett Sharon W. Bickett

**Chester County Recycling Coordinator** 

Sign List for January 2021:

Blade Run Blade Run Carabrook Road Cherry Road **Clinton Road** Corbett Road **Cranks Drive** Deer Branch Road **Edwards Road** George Argus Road **Government Drive** Grun Augens Drive Huntington Road **Kennington Street Knollwood Drive** Landsford Road Leeds Road Main Street Mask Required Municipal Drive No Dumping Pokey Estes Road **Pokey Estes Road** Poor Boy Road **Rowell Road** Slick Rock Road **Torbit Street** Warrior's Path Drive Westbrook Road Wilks Loop Road Willington Road Winnie Hole Lane Yarborough Road

10 poles 24 caps 1 U-Shaped Pole 2 Stop Signs Sign List for February 2021:

Aaron Burr Road Blackwell Drive **Bribery Lane** Buck and Edna's **Bunny Road** Great Falls # 4 Halsellville Road Harmony Church Road Household trash only Katie Lane No Dumping Max Fine \$1000 No Parking No U-Turn Poplar Spring Road Poplar Spring Road **Raxter Road** Store Road Winnie Hole Lane

11 caps 2 U-Shaped poles 5 poles 1 Stop Sign Sign List for March 2021:

10 Bag Limit 15 MPH Speed Limit Sigh Address stake: 3721 **Belaire Drive** Brunson Road Darby Drive Forrest Avenue **Gage Street** Household Trash Only Jewel Street Mount Pilgram Road No Littering \$500 Fine No Parking Sign No Parking Sign No Parking Sign No Parking Sign Poor Boy Quiet Street **Reggie Lane Reinhardt Road** Road Runner Drive **Tributary Road** 

5 poles 9 caps 4 U-Shaped poles Sign list for April 2021:

Baseball Alley Brown Road Bryant Corner Road Darby Drive Dead End Grant Road Hunter Road Millwood Road No Littering, \$500 Fine Stringfellow Road Yarborough Road

3 poles 6 caps

# **CHESTER COUNTY COUNCIL MEETING**

## **R.** Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706
 Monday, May 3<sup>rd</sup>, 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 19<sup>th</sup>, 2021 Council Minutes.
b. April 22<sup>nd</sup>, 2021 Special Called Minutes.
c. April 26<sup>th</sup>, 2021 Special Called Minutes.

#### 4. Citizen Comments

#### 5. Public Hearing

a. <u>3<sup>rd</sup> Reading of 2021-5</u> 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. <u>3<sup>rd</sup> Reading of 2021-5</u> 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.

#### 7. Old Business

a. Update on the 2014 Capital Project Sales Tax funds. Susan Cok.

**b.**<u>3<sup>rd</sup> Reading of CCMA21-01:</u> 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* 

c. <u>3<sup>rd</sup> Reading of CCMA21-05</u>: 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* 

d. <u>3<sup>rd</sup> Reading of CCMA21-06</u>: J.M. Mullis, Inc request Tax Map # 165-00-079-000 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.* 

e. <u>3<sup>rd</sup> Reading of CCMA21-07</u>: 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.* 

**f.** <u>**3**<sup>rd</sup> **Reading of CCMA21-08:**</u> 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.* 

**g.** <u>**3**<sup>rd</sup> **Reading of CCMA21-09:**</u> 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.* 

h. <u>3<sup>rd</sup> Reading of CCMA21-10</u>: 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.* 

i. <u>3<sup>rd</sup> Reading of CCMA21-11</u>: 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.* 

j. Approval of the Needs and Assessment 2021 Priority List-County Council.

#### k. From CTC meeting.

- 1. Action taken for reimbursement from C-funds to the Road Department in the amount of \$38,170.38.
- 2. Action taken for reimbursement from C-funds to the Recycling Department in the amount of \$1458.38.
- 3. Action taken for 2022 Road repaying list.
- 4. Action taken for Pedestrian Crossing Agreement at Railroad at Pizza Hut.
- 5. Action taken for truck traffic on Sugar Plum Road.
- 6. Action taken for road repairs on Wylie Road.
- 7. Action taken for 2022 SCDOT/ CTC partnership.
- 8. Action taken for Douglas and Washington Street sidewalks.

#### 8. New Business

**a.** <u>1<sup>st</sup> Reading of CCMA21-12</u>: 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**. <u>**1**st **Reading of CCMA21-13**:</u> 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.* 

#### 9. Boards and Commissions -None

#### **10.** Executive Session

- 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

- a. Action taken regarding discussion for Project Magma.
- **b**. Action taken regarding discussion of Project 2024.
- c. Action taken regarding legal advice for Southeastern Petroleum.
- d. Action taken regarding legal advice for a property contract.

Chester County Council Meeting May 3rd, 2021

#### 12. Council Comments

#### 13. Adjourn

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

#### <mark>↓ \*\*\*PUBLIC NOTICE\*\*\*</mark>↓

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. As stated above, attendance by other than Council members and staff is limited to seventeen (17) individuals. Anyone who wishes to appear in person to speak during Citizens Comments can either register with the Chester County Clerk to Council by phone 803-377-7852 or by email at <u>klee@chestercounty.org</u> no later than 10:00 am on the day of the Council meeting. Chester County cannot guarantee entry into the Council meeting to address County Council if the maximum attendance has been reached unless the individual pre-registered with the Clerk to Council. The Clerk will confirm the appointment back to the requestor. Standards for Citizen's Comments remain the same with regard to time allocated for speaking, etc. All rules of social distancing as recommended by the CDC and the etiquette procedures of the 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**

#### **<u>Citizens Comments</u>**:

• 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 MINUTES**

## **R.** Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706 Monday, April 19<sup>th</sup>, 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 Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman William Killian arrived at 6:02 pm. Rules of Procedure Section 2-59 and 60 were suspended.

- 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.

# Approval of Minutes April 6<sup>th</sup>, 2021 Council Minutes. Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.

#### 4. Citizen Comments

Chase Catledge, 1047 Four Boys Alley, Richburg, SC, Robert Dodson, 220 Coneflower Place, Fort Mill, SC, Jeff Harris, 4354 Simpson Road, Edgemoor, Jim Poore, 4414 Simpson Road, Edgemoor and Joe Moss, 3559 Ernandez Road, Richburg stated they were opposed to Winchester Development rezoning request. They all agreed the roads, schools, police and fire departments were not ready for this type of development. They want to see the County grow but wants to make sure everything is done right and doesn't want to end up like Hwy 160 in Fort Mill, SC.

Sara Shirley, 8008 Corporate Center Dr, Charlotte, John Ross, 3501 Lake Park Rd, Indian Trail, NC, Jonathan McCall, 5616 Lander Benton, Unionville, NC, Max Nelson, 1224 Pickens St, Columbia, SC stated they were committed to working with the County to meet the needs for responsible growth, they want to provide houses, so people doesn't just work here and then leave to go home to another county. But to work here and live here.

John Agee, PO Box 9, Richburg, SC thanked County Council for a \$5000 dollar grant match they approved to buy a three-thousand-gallon Forestry tanker.

Eddie Murphy, 4667 Edgeland Road, Edgmoor, SC talked about needs of support they may have in the future at the Lando fire station for future developments.

#### 5. Public Hearing-None

#### 6. Ordinances/Resolutions/Proclamations

a. <u>2<sup>nd</sup> Reading of 2021-5</u> 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. <u>Councilman Wilson motioned to approve</u>, second by <u>Councilman Killian</u>. Vote 6-0 to approve.

#### 7. Old Business

a. Approval of bid for a Chiller & Boiler at the Sheriff's Office – Sheriff Dorsey. Vice Chairman Branham motioned to approve \$243,844 dollars, second by Councilman Vaughn. Vote 6-0 to approve.

b. <u>2nd Reading of CCMA21-01</u>: Pamela F. Guinn request Tax Map # 122-00-00-197-000 located on Clinton Road, Edgemoor SC, ne rezoned from ID-1 (Restricted Industrial) to R1 (Rural One). *Planning Commission voted 7-0 to approve*. <u>Councilman Vaughn motioned to approve</u>, second by Councilman Jordan. Vote 5-0 to approve.

c. <u>2<sup>nd</sup> Reading of CCMA21-05</u>: 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*. <u>Councilman Jordan motioned to approve, second by Councilwoman</u> <u>Guy. Vote 5-0 to approve</u>.

d. <u>2<sup>nd</sup> Reading of CCMA21-02</u>: Chester Land Holdings, LLC. Request Tax Map # 123-00-00-032-000 located along Edgeland Road, Edgemoor SC, be rezoned from R2 (Rural Two) to PD (Planned Development) Planning *Commission voted 3-4 to deny*. <u>Councilman Jordan motioned to uphold the Planning Commission's vote to deny with discussion, second by Councilman Wilson</u>. Council decided to delay the third and final reading to May 17<sup>th</sup> to hold a workshop with entities that would be a part of any new developments before the third and final reading. Councilman Wilson withdrew his second, Councilman Jordan withdrew his motion. <u>Councilman Jordan motioned to uphold the Planning Commissions to deny the rezoning request and for Council to hold a workshop with various entities to discuss issues concerning infrastructure and density until May 17<sup>th</sup>, second by Councilman Wilson. Vote <u>3-2 to deny</u>. Councilman Wilson and Killian opposed.</u>

e. <u>2<sup>nd</sup> Reading of CCMA21-04</u>: Chester Land Holdings, LLC. Request Tax Map # 123-00-00-078-000 located along Edgeland Road, Edgemoor SC, be rezoned from R2 (Rural Two) to PD (Planned Development) *Planning Commission voted 7-0 to deny*. <u>Councilman Jordan motioned to uphold the Planning Commission to deny</u>, second by Councilman Vaughn. Vote 6-0 to deny.

f. <u>2<sup>nd</sup> Reading of CCMA21-06</u>: 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*. <u>Councilwoman Guy motioned to approve</u>, second by Councilman Jordan. <u>Councilman Jordan asked if Councilwoman Guy would add a reverter clause</u>. <u>Councilwoman Guy withdrew her motion and Councilman Jordan withdrew his second</u>. <u>Councilwoman Guy motioned to approve with a reverter clause if the company did not follow through the property would revert back to the original zoning, second by Councilman Jordan. <u>Vote 6-0 to approve</u>.</u>

g. <u>2<sup>nd</sup> Reading of CCMA21-07</u>: 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*. <u>Councilman Vaughn motioned to approve with a reverter clause, second by Councilman Jordan. Vote 6-0 to approve</u>.

h. <u>2<sup>nd</sup> Reading of CCMA21-08</u>: 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 Jordan motioned to approve with a reverter clause, second by Councilwoman Guy. Vote 6-0 to approve.

i. <u>2<sup>nd</sup> Reading of CCMA21-09</u>: 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*. <u>Councilman Vaughn motioned to approve with a reverter clause</u>, second by Councilman Wilson. Vote 6-0 to approve.

j. <u>2<sup>nd</sup> Reading of CCMA21-10</u>: 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.* <u>Councilwoman Guy motioned to approve with a reverter clause, second by Councilman Jordan. Vote 6-0 to approve.</u>

k. <u>2<sup>nd</sup> Reading of CCMA21-11:</u> 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*. <u>Councilman Wilson motioned to approve with a reverter</u> clause, second by Councilman Jordan. Vote 6-0 to approve.

- 8. New Business-None
- 9. Boards and Commissions-None

#### **10.** Executive Session

Councilwoman Guy motioned to go into Executive Session, second by Councilman Vaughn. Vote 5-0 to approve.

a. Receive legal advice for Project Magma. - Attorney Winters.
b. Receive legal advice for a property contract. Attorney Winters.
c. Update to a contractual matter regarding Great Falls- Attorney Winters.

#### **11. Council Actions Following Executive Session** Councilman Jordan motioned to go back to Regular Session, second by Councilwoman Guy. Vote 6-0 to approve.

#### a. Action taken regarding legal advice on Project Magma. Taken as information.

#### b. Action taken regarding legal advice for a property contract.

Councilman Vaughn motioned to authorize the Sheriff's office to negotiate a lease for a substation in Richburg and subject of approval from Council, second by Councilman Killian. Vote 6-0 to approve.

#### c. Action taken regarding Great Falls contractual matter.

Taken as information.

#### 12. Council Comments

Councilman Vaughn invited everyone to participate Saturday April 24 which was Earth Day to help pickup trash along the roads.

#### 13. Adjourn

Councilwoman Guy motioned to adjourn, second by Councilman Killian. Vote 6-0 to adjourn.

#### Time: 8:40 PM.

Pursuant to the Freedom of Information Act, the <u>Chester News & Reporter</u>, <u>The Herald in Rock Hill, SC, WSOC-TV</u>, <u>Channel 9 Eyewitness News</u>, the <u>Mfg</u>. <u>Housing Institute of SC, WRHI Radio Station</u>, <u>C&N2 News</u>, <u>WCNC News and Capitol Consultants</u> 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 MINUTES**



R. Carlisle Roddey Chester County Government Building 1476 J A Cochran Bypass- Council Chambers <u>Thursday, April 22<sup>nd</sup>, 2021 at 6:30 PM</u>

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman William Killian arrived at 6:02 pm. Rules of Procedure Section 2-59 and 60 were suspended.

1. Call to Order-Interim Chairman Dr. Frederick called the meeting to order at 6:00 pm.

#### 2. New Business

a. Approval of Chester Softball Field Grading bid (2014 Sales Tax Monies) – Susan Cok Councilwoman Guy motioned to award the bid of \$98,562.75 to LCI-Lineberger Construction Company, second by Councilman Killian. Vote 6-0 to approve.

#### 3. Executive Session

<u>Vice Chairman Branham motioned to go into Executive Session, second by Councilman Killian.</u> <u>Vote 6-0 to approve</u>.

a. Discussion regarding Project Magma.

4. Council Action Following Executive Session Councilwoman Guy motioned to go back to Regular Session, second by Councilman Killian. Vote 6-0 to approve.

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

#### 5. Adjourn

Councilman Vaughn motioned to adjourn, second by Councilwoman Guy. Vote 6-0 to adjourn.

Time: 8:40 PM

Pursuant to the Freedom of Information Act, the <u>Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing</u> <u>Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants</u> 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 MINUTES**



R. Carlisle Roddey Chester County Government Building 1476 J A Cochran Bypass- Council Chambers <u>Monday, April 26th, 2021 at 6:00 PM</u>

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

1. Call to Order-Interim Chairman Dr. Frederick called the meeting to order at 6:01 pm.

#### 2. Executive Session

<u>Councilwoman Guy motioned to go into Executive Session, second by Councilman Vaughn.</u> <u>Vote 5-0 to approve.</u>

a. Discussion regarding Project Magma.

#### 3. Council Action Following Executive Session

<u>Councilman Wilson motioned to go back to Regular Session, second by Councilman Jordan.</u> <u>Vote 5-0 to approve.</u>

#### a. Action taken regarding discussion for Project Magma.

<u>Councilman Vaughn motioned to give the County Attorney authorization to negotiate as described</u> <u>in executive session wastewater infrastructure for project magma, second by Vice Chairman</u> <u>Branham. Vote 5-0 to approve</u>.

#### 4. Adjourn

Councilman Vaughn motioned to adjourn, second by Councilman Wilson. Vote 5-0 to adjourn.

Time: 7:45 pm.

Pursuant to the Freedom of Information Act, the <u>Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing</u> 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. ) ) )

)

**COUNTY OF CHESTER** 

#### 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.

WHEREAS, in accordance with Section 6-9-10 of the South Carolina Code of laws, 1976, as Amended, Chester County acknowledges its responsibility to enforce the editions of the Building, Residential, Fire, Plumbing, Mechanical, Fuel Gas and Energy Conservation Codes, as published by the International Code Council and the edition of the National Electrical code, as published by the National Fire Protection Association and as duly adopted by the South Carolina Building Codes Council.

**WHEREAS**, the adoption of these codes is done to facilitate proper inspection activities by Chester County, South Carolina relating to construction and to maintenance of buildings within said County of Chester, South Carolina and relating to public safety, health and general welfare;

**NOW, THEREFORE, BE IT ORDAINED BY CHESTER COUNTY COUNCIL** that the following codes are hereby adopted by reference as though they were copied herein fully:

2018 S.C. Building Code or the 2018 International Building Code with SC modifications
2018 S.C. Residential Code or the 2018 International Residential Code with SC modifications
2018 S.C. Fire Code or the 2018 International Fire Code with SC modifications
2018 S.C. Plumbing Code or the 2018 International Plumbing Code
2018 S.C. Mechanical Code or the 2018 International Mechanical Code with SC modifications
2018 S.C. Fuel Gas Code or the 2018 International Fuel Gas Code with SC modifications
2018 International Property Maintenance Code
2018 Swimming Pool & Spa Code
2018 International Existing Building Code
2009 South Carolina Energy Conservation Code
2017 National Electrical Code (NFPA 70) with SC modifications

**BE IT FURTHER ORDAINED** that within said codes, when reference is made to duties of a certain official named therein, the designated official of Chester County, South Carolina, who has duties corresponding to those named official in said code shall be deemed to be the responsible official insofar as enforcing the provisions of said code are concerned.

#### Ordinance No. 2021-5

This ordinance shall take effect upon adoption by the Chester County Council on the date of the final reading approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By:\_\_\_\_

Dr. Wylie Frederick, Interim County Supervisor

[SEAL]

Attest:

Ву:\_\_\_\_\_

Karen Lee, Clerk to County Council Chester County, South Carolina

First Reading:	April 6, 2021
Second Reading:	April 19, 2021
Public Hearing:	May 3, 2021
Third Reading:	May 3, 2021

County Council Meeting May 3, 2021

Update on County 2014 Capital Project Sales Tax – Susan Cok

- Construct two new softball fields at Chester Complex
  - $\circ$   $\;$  Bid has been awarded to LCI-Lineberger Construction Co.
  - We will be grading the second field and adding fencing to the first field (which is already complete).
- Construct fire substation North Chester
  - Money is being used for architectural plans.
  - Money has been spent to update the civil drawings.
  - Bids are due on the civil/site construction on May 11<sup>th</sup>. Once awarded, we will talk with contractor to see how much work can be done prior to the deadline. We hope to use the remining balance for this work.
- Construct two soccer fields with lighting at Rodman Complex
  - Fields have been built, and irrigation has been installed. Balance has been used.
- Construct concessions at Rodman Complex
  - The remaining balance will be used for architectural plans.
- Construct baseball/softball with lighting at Rodman Complex
  - The remaining balance will be used for architectural drawings to turn the baseball fields around and add a field. This will be following the newest design approved by County Council.

### Chester County Planning Commission March 16, 2021

#### <u>CCMA21-01:</u> Pamela F. Guinn request Tax Map # 122-00-00-197-000 located on Clinton Rd, Edgemoor SC, be rezoned from ID-1 (Restricted Industrial) to R1 (Rural One)

Ms. Guinn stepped to the podium and stated her name as Pamela Guinn of 2221 Fudge Guinn Road, Edgemoor, SC. Chairman Raines states it looks like you have some property that fronts the road and you are asking to rezone a back portion, just a portion of what you own. The remaining part of the parcel will stay ID-1. Ms. Gunn said no, all that's ID-1 we want to change, our son will probably build a house there. Chairman Raines asked if anyone had any questions for Ms. Guinn. There were none.

Chairman Raines made a motion to approve this rezone as requested; seconded by Commissioner Grant. Vote was 7-0 to approve.

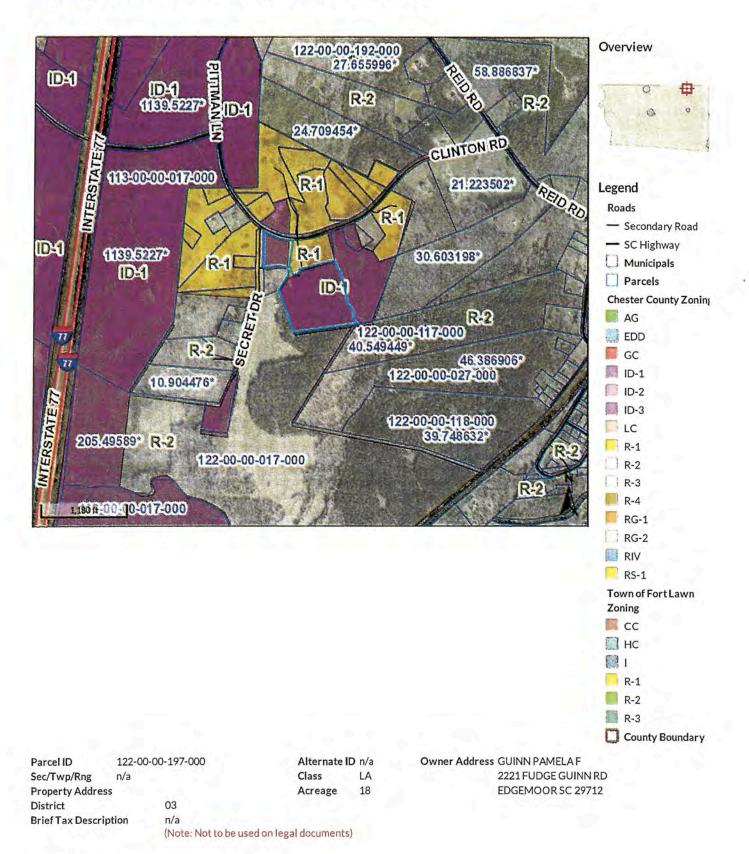


# Chester County, South Carolina Department of Planning, Building & Zoning

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

	Zoning Map Amendment (Rezoni	ing) Application
	Fee: \$150.00	
Meeting Date: 3.16.21	Case # <u>[[CMA2]-0]</u>	Invoice #
The applicant hereby requests tha	t the property described to be rezoned from	m_IDI to RI
Please give your reason for this reason for this reason of the san	to build home.	
	Copy of plat must be presented with the a	application request
my (our) agent to represent me	only if owner is not applicant): I (we) e (us) in this request for rezoning. A f f application request. NAICS CODE:	) hereby appoint the person named as applicant Corporate Resolution letter or a permission lett
Property Address Information		
Property address:		
Tax Map Number: 122 -	00 - 00 - 197 Acres:	
on plat or blank paper.		hecked yes, draw locations of structures
Applicant(s): <u>Famela</u> Address 2221 Fue	Lae Guinn Rd E	dgeorger, SC 29712
Telephone:		work
E-Mail Address:	Szime?	
<u>Owner(s) if other than applican</u> Address:	t(s): <u>Bryan R. G.</u>	uinn + Pamelar. Gu
Felephone:	cell	work
E-Mail Address:		
(we) hereby agree that this info n a denial of your request.	ormation I (we) have presented is corre	ect. Insufficient information may result
Owner's signature: Par	nela F. Muine	Date: <u>2-4-21</u>
Applicant signature: Tâm	ula Z. Duesine)	Date: <u>2-4-21</u>
	TIN AN ADDITIONAL FEE OF \$150.00 SOL	MEONE MAY REPRESENT YOU AT THE MEETING.

# **Public.net** Chester County, SC



Date created: 2/4/2021 Last Data Uploaded: 2/4/2021 2:08:55 AM

#### CONNECTEXPLORER



map: Auto (Oblique) Feb 2017 - Feb 2017 image 1 of 6 02/14/2017

#### Chester County Planning Commission March 16, 2021

# <u>CCMA21-05:</u> 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)

Ms. Howze stepped to the podium and stated her name as Patricia Howze of 1216 Hampshire Avenue, Rock Hill, SC. She stated they are requesting the rezoning because this was deeded to us back in 1998. It is three girls. It is 3.2 acres. The thought was that we would each get a portion to build on. Now that we are prepared to build, we have found out that the land could not be divided. We want to rezone so we can proceed with building. Chairman Raines says so you want to rezone to divide because of restriction on acreage in that zoning classification. Ms. Howze said that is correct. Chairman Raines said ultimately you will have three houses on the property. Ms. Howze said correct. Chairman Raines asked if anyone had any questions for the applicant. There were none.

Vice Chairman Smith made a motion to approve the rezoning request with a limitation of only three houses to be built, Chairman Raines asked staff is this all the zoning would allow? Ms. Hutchins said yes. Commissioner Hill seconded the request. Vote was 7-0 to approve.



E-Mail Address:

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

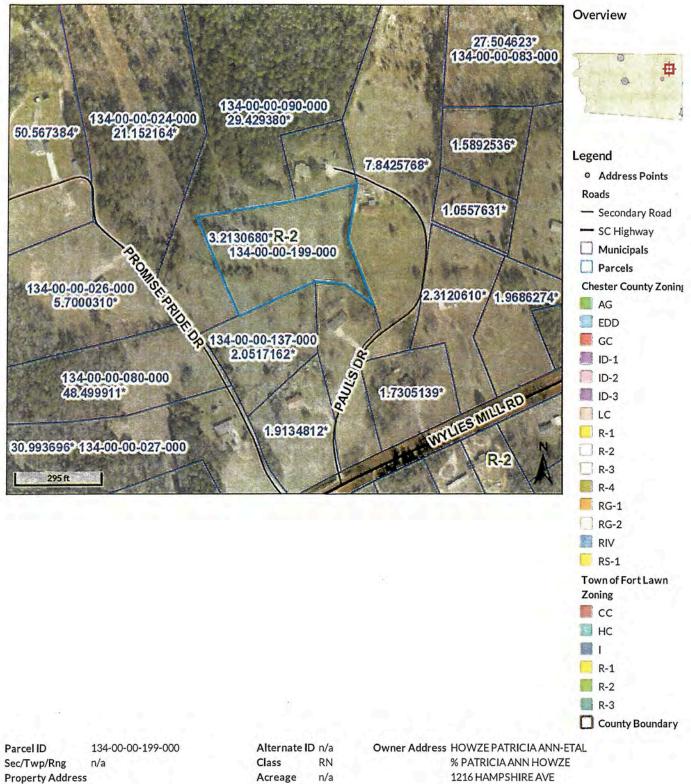
	Zoning Man 4	mondmont (Do	coning) Application
	Zoning Map I	Fee: \$150.00	coning) Application
Meeting Date: <u>3. 16. 21</u>	Case #CCM	Aa1-05	Invoice#3587
The applicant hereby requests th	at the property descri	bed to be rezoned	from_R-2to_R-S1
Please give your reason for this ra _Current zoning of property will intent was that each owner has at like the property zoned so it can b	not permit it to be div least one acre to build	a house if/when t	iginal intent of property deeded to us in April of 1997. they chose. One owner is ready to build therefore we w
	Copy of plat must	be presented with t	he application request
must be presented at the time	ie (us) in this reque of application reque	st for rezoning.	we) hereby appoint the person named as applican A Corporate Resolution letter or a permission le E:
Property Address Information			
Tax Man Number 124 00 00	e of SC HWY 223 ,C	hester County, S	C Tract 3
Tax Map Number: _134-00-00-	-199-000	Acres:	3.21 +/
Any structures on the property plat or blank paper.	: yes no	x If yo	ou checked yes, draw locations of structures on
PLEASE PRINT:			
	To Doulatta Hawara	D. LID T	
<u>Applicant (</u> s):_Patricia. A How Address _1216 Hampshire Av	Pock Hill SC 20	Rachel D. Howa	
Telephone:	cell	132	
E-Mail Address:		2	work
<u>Owner(s)</u> if other than applican Address:	it(s):		
Celephone:	cell		work

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

Owner's signature:	Patricia A. Howze, Pau	lette Howze, Rachel D. Howze_Date:	2/6/202
Applicant signature:	Patricia A. Howze	- Patricia A. Hooge	

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING. Planning/Planning&Zoning/CountyofChester/Forms/RezoningApplication

# 



District **Brief Tax Description**  03

TRACT3 (Note: Not to be used on legal documents) 1216 HAMPSHIRE AVE ROCKHILL SC 29732

#### CONNECTEXPLORER



map: Auto (Oblique) Feb 2017 - Feb 2017 image 1 of 7 02/14/2017

#### Chester County Planning Commission March 16, 2021

<u>CCMA21-06:</u> 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)

The applicant, J.M. Mullis, Inc nor a representative was present for this request. Chairman Raines states on your map this is parcel number ten, 475 acres.

<u>Vice Chairman Smith made the motion to approve this rezone request; seconded by Commissioner</u> <u>Walley.</u> Chairman Raines ask for discussion. Commissioner Walley said she has one question. There is a cemetery over there, not sure what parcel it falls in, is it inside of this? Mr. Long said no. It is next door. So, there is an existing cemetery. I cannot remember the name. Elmwood Cemetery? That is not part of the parcel. That is going to remain as it is now. There will be a buffer all the way around the cemetery that will not be infringed upon by this development. It will come close but there will be a buffer in addition that's not part of the property. The other thing is that there currently is a gate at the back of that cemetery that you can access the property. Once the project has started construction, the entrance road will come off the front road off Highway 9. That gate will basically be shut off with the exception for potential maintenance. Thru traffic will go away once they are able to break ground on the project.

Chairman Raines ask for any other questions, clarification or comments. Vice Chairman Smith said I just have a question for the staff. With the COVID 19 situation, have you had any of the neighbors call with negative questions or comments or anything of that nature? Director Levister said no sir.

Chairman Raines asked all in favor of rezoning parcel ten from R2 to ID-3. Vote was 7-0 to approve.



## Chester County, South Carolina Department of Planning, Building & Zoning

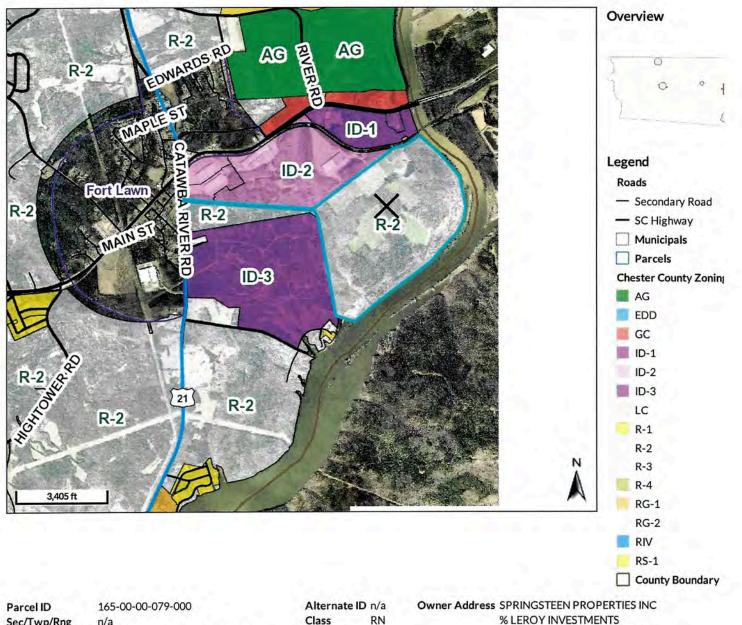
Department of Planning, Building & Zoning 1476 J.A. Cochran Bypass Chester, SC 29706

	Zoning Map Amendment (Re	And the second se
	Fee: \$150.00	
Meeting Date: <u>3.16.2</u>	Case # CCMA21-06	Invoice # 3612
The applicant hereby requests that t	he property described to be rezone	d from <u>R-2 to</u> ID-3
Please give your reason for this rezon Applicant intends to establish a be		on, and distribution facility on the property.
6.7.0	Copy of plat must be presented with	the application request
my (our) agent to represent me (	(us) in this request for rezoning	(we) hereby appoint the person named as app A Corporate Resolution letter or a permissi DE: 311213; 312120; 312130; 312140
Property Address Information		
Property address: on or near Highw	vay 21 (Catawba River Road), Fort La	wn, Chester County, South Carolina
Tax Map Number: 165-00-00-079-		
		you checked yes, draw locations of structures
Any structures on the property: y on plat or blank paper. PLEASE PRINT: <u>Applicant (s):J.M. Mullis, Inc.</u> Address3753 Tyndale Drive, Suite 1	ves X no	you checked yes, draw locations of structures Michael Mullis, President/CEO
Any structures on the property: y on plat or blank paper. PLEASE PRINT: <u>Applicant (s):J.M. Mullis, Inc.</u> Address <u></u>	ves X no	you checked yes, draw locations of structures
Any structures on the property: y on plat or blank paper. PLEASE PRINT: <u>Applicant (s):J.M. Mullis, Inc.</u> Address3753 Tyndale Drive, Suite 1	ves X no	you checked yes, draw locations of structures Michael Mullis, President/CEO
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CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.

Planning/Planning&Zoning/CountyofChester/Forms/RezoningApplication

# 



475

Acreage

1377 BROADCLOTH ST, STE 205

FORT MILL SC 29715

Sec/Twp/Rng n/a Property Address 2404 CATAWBA RIVER ROAD

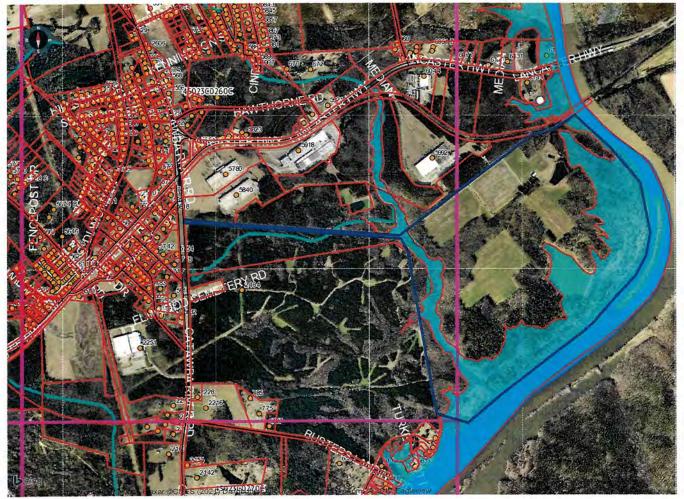
District **Brief Tax Description** 

05 TRACTS C,D,E PART OF F (Note: Not to be used on legal documents)

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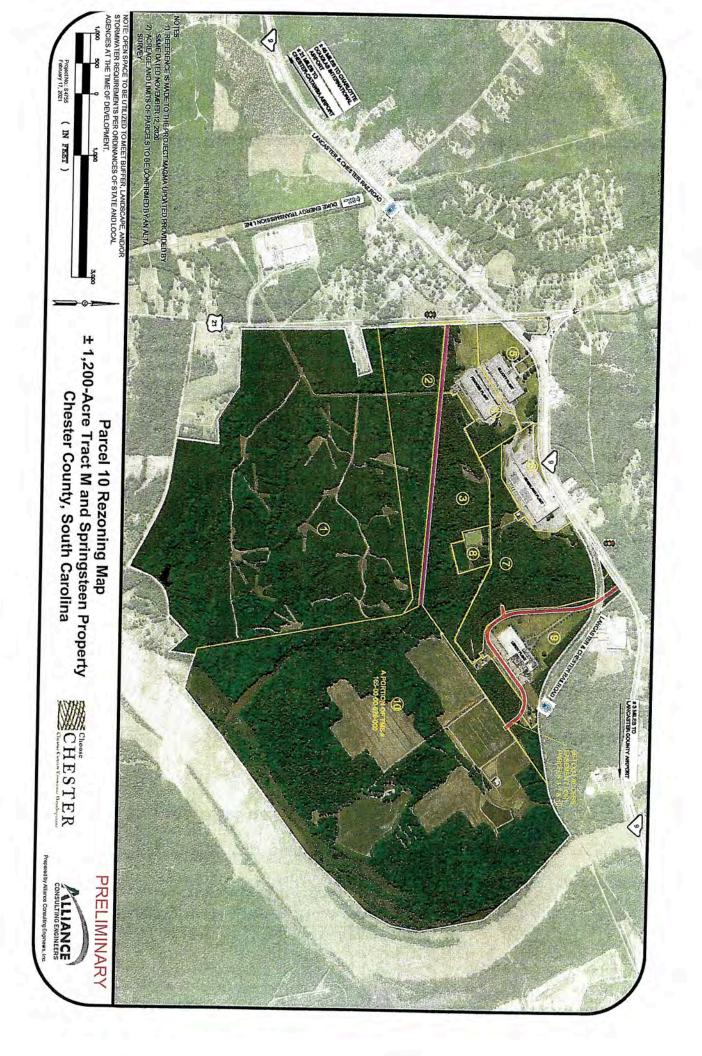
Developed by Schneider

## CONNECTEXPLORER



map: Auto (Mosaic) Feb 2017 - Feb 2017 02/13/2017 - 02/27/2017

CCMA Al-ole



### Chester County Planning Commission March 16, 2021

<u>CCMA21-07</u>: 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)

The applicant, J.M. Mullis, Inc nor a representative was present for this request. This is parcel number two. 57 acres.

Commissioner Grant made the motion to approve this rezone request; seconded by Vice Chairman Smith. Vote was 7-0 to approve.



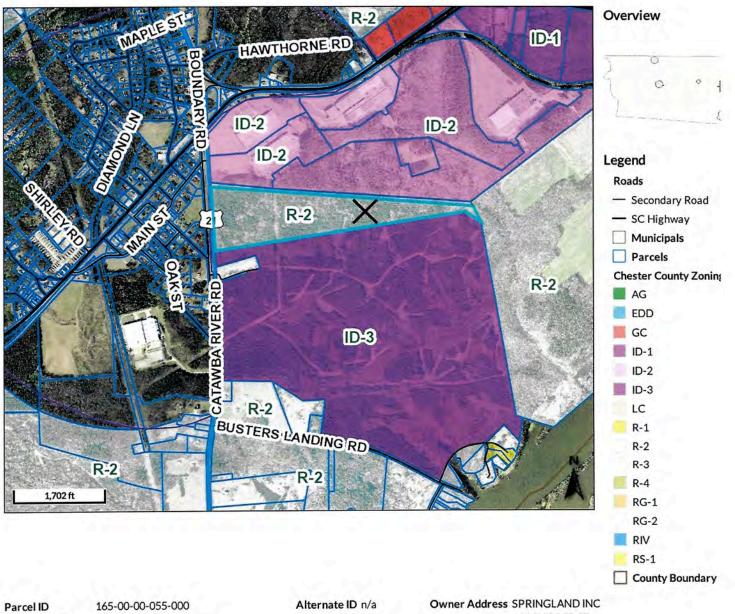
# Chester County, South Carolina Department of Planning, Building & Zoning

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

	Zoning Map Amendment (Re Fee: \$150.00	
Meeting Date: 3.16.21	Case # CCMA21-07	Invoice #3613
The applicant hereby requests tha	t the property described to be rezoned	from <u>R-2</u> to ID-3
Please give your reason for this rezoning request: Applicant intends to establish a beverage production, containerization, and distribution facility on the property.		
	Copy of plat must be presented with	the application request
my (our) agent to represent me must be presented at the time o	e only if owner is not applicant): I e (us) in this request for rezoning. f application request. NAICS COI	(we) hereby appoint the person named as a A Corporate Resolution letter or a perm DE: 311213; 312120; 312130; 312140
Property address: <u>on or near Hi</u> Tax Map Number: <u>165-00-00-0</u>		Parcel 2)
Property address: <u>on or near Hi</u> Tax Map Number: <u>165-00-00-0</u> Any structures on the property on plat or blank paper. PLEASE PRINT:	55-000 Acres: 57	
Property address: <u>on or near Hi</u> Tax Map Number: <u>165-00-00-0</u> Any structures on the property on plat or blank paper. PLEASE PRINT: Applicant (s): J.M. Mullis, Inc.	55-000 Acres: <u>57 (</u> : yes <u>no X</u> . If y	Parcel 2) ou checked yes, draw locations of structure
Tax Map Number: <u>165-00-00-0</u> Any structures on the property on plat or blank paper. PLEASE PRINT: <u>Applicant (s)</u> : J.M. Mullis, Inc. Address <u>3753 Tyndale Drive, Suit</u>	55-000 Acres: 57	Parcel 2) ou checked yes, draw locations of structure Michael Mullis, President/CEO
Property address: <u>on or near Hi</u> Tax Map Number: <u>165-00-00-0</u> Any structures on the property on plat or blank paper. PLEASE PRINT: <u>Applicant (s):</u> J.M. Mullis, Inc. Address <u>3753 Tyndale Drive, Suit</u> Telephone:	55-000 Acres: <u>57 (</u> : yes <u>no X</u> . If y	Parcel 2) ou checked yes, draw locations of structure
Property address: <u>on or near Hi</u> Tax Map Number: <u>165-00-00-0</u> Any structures on the property on plat or blank paper. PLEASE PRINT: <u>Applicant (s)</u> : J.M. Mullis, Inc. Address <u>3753 Tyndale Drive, Suit</u> Telephone: <u></u> E-Mail Address: <u></u> <u>Owner(s) if other than applican</u>	55-000       Acres: 57 (         : yes no _X If y         te 101, Memphis, TN 38125 Attention: J.         nt(s): Springland, Inc.	Parcel 2) ou checked yes, draw locations of structure Michael Mullis, President/CEO
Property address: <u>on or near Hi</u> Tax Map Number: <u>165-00-00-0</u> Any structures on the property on plat or blank paper. PLEASE PRINT: <u>Applicant (s):</u> J.M. Mullis, Inc. Address <u>3753 Tyndale Drive, Suit</u> Telephone: <u></u> E-Mail Address: <u></u> <u>Owner(s) if other than applicar</u> Address: <u>164 Skipper Street, Fort</u> Telephone: <u></u>	55-000       Acres: 57 (         : yes no _X If y         te 101, Memphis, TN 38125 Attention: J.         nt(s): Springland, Inc.	Parcel 2) ou checked yes, draw locations of structure Michael Mullis, President/CEO
Property address: <u>on or near Hi</u> Tax Map Number: <u>165-00-00-0</u> Any structures on the property on plat or blank paper. PLEASE PRINT: <u>Applicant (s):</u> J.M. Mullis, Inc. Address <u>3753 Tyndale Drive, Suit</u> Telephone: <u></u> E-Mail Address: <u></u> <u>Owner(s) if other than applicar</u> Address: <u>164 Skipper Street, Fort</u> Telephone: <u></u>	55-000       Acres: 57 (         : yes noX If y         te 101, Memphis, TN 38125 Attention: J.         te 101, Memphis, TN 38125 Attention: J.         nt(s): Springland, Inc.         Mill, SC 29715	Parcel 2) ou checked yes, draw locations of structure Michael Mullis, President/CEO work
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Planning/Planning&Zoning/CountyofChester/Forms/RezoningApplication





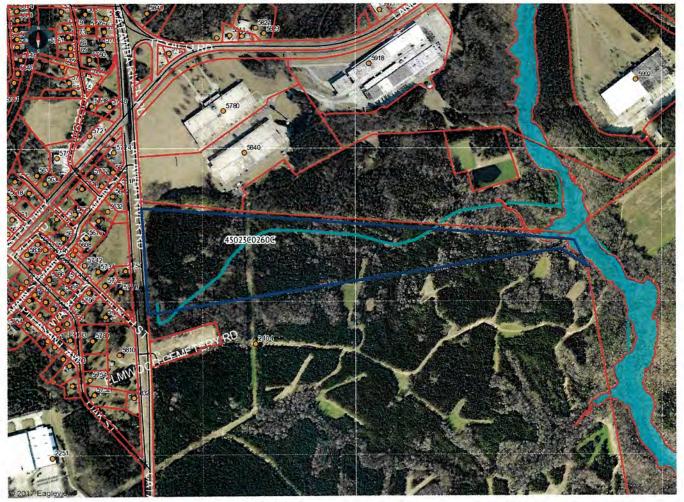
Sec/Twp/Rng n/a Property Address District 05 Brief Tax Description n/a Alternate ID n/a Class AC Acreage 57 wner Address SPRINGLAND INC 164 SKIPPER ST FORT MILL SC 29715

(Note: Not to be used on legal documents)

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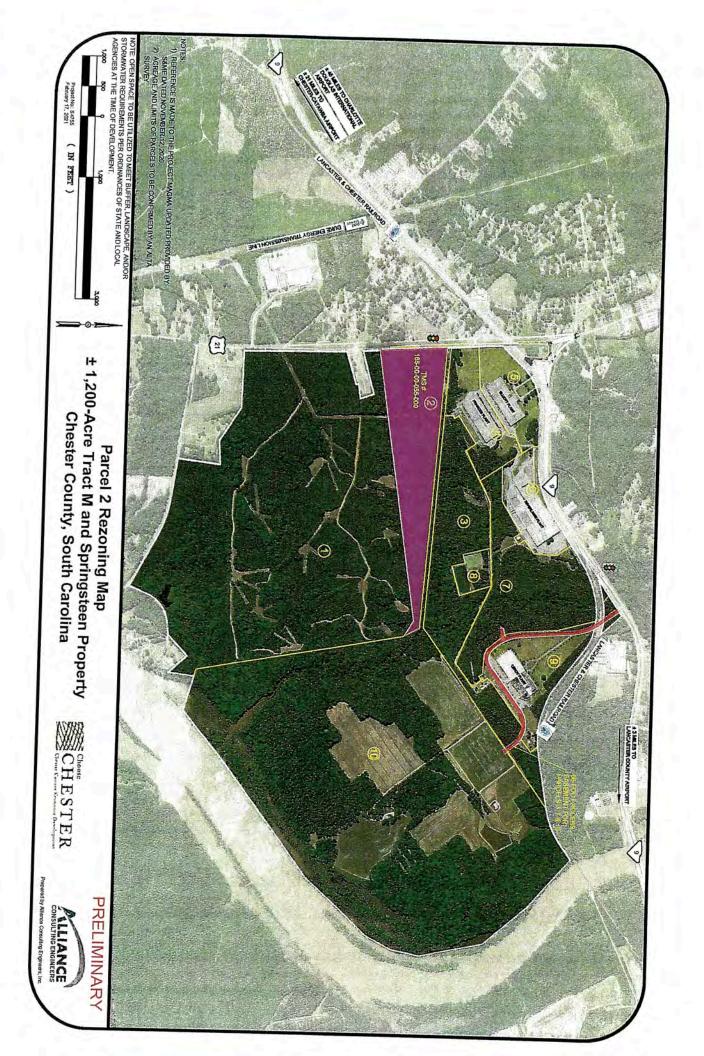
Developed by Schneider

## CONNECTEXPLORER



map: Auto (Mosaic) Feb 2017 - Feb 2017 02/13/2017 - 02/27/2017

CCMA21-07



## Chester County Planning Commission March 16, 2021

<u>CCMA21-08:</u> 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)

The applicant, J.M. Mullis, Inc nor a representative was present for this request. This is parcel number seven. 75 acres.

Commissioner Grant made a motion to approve this rezone request; second by commissioner Walley. Vote 7-0 to approve.



# Chester County, South Carolina Department of Planning, Building & Zoning

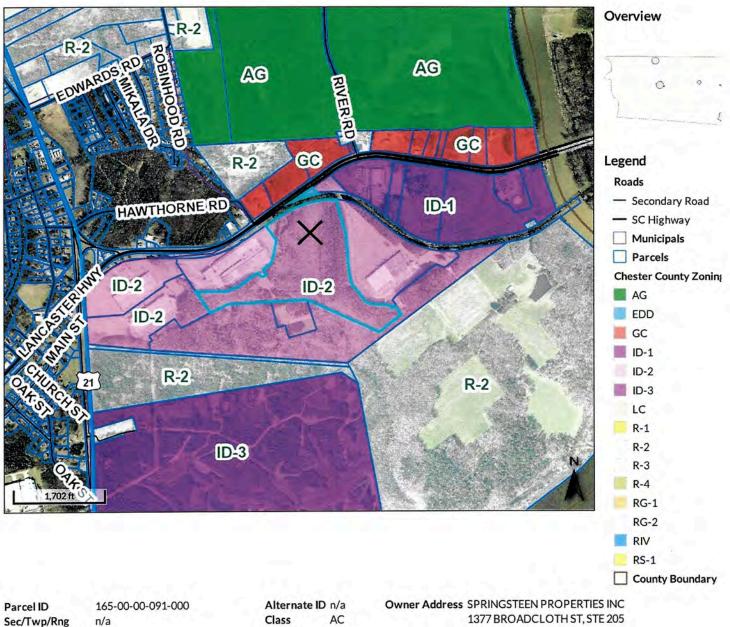
Department of Planning, Building & Zoning 1476 J.A. Cochran Bypass Chester, SC 29706

	Fee: \$150.00	
Meeting Date: 3.16. 21	Case # CCMA21-08	Invoice #_3611
The applicant hereby requests that (	the property described to be rezoned	from ID-2 to ID-3
Please give your reason for this rezoning request: Applicant intends to establish a beverage production, containerization, and distribution facility on the property.		
	Copy of plat must be presented with t	he application request
ny (our) agent to represent me	only if owner is not applicant): I ( (us) in this request for rezoning. application request. NAICS COD	we) hereby appoint the person named as an A Corporate Resolution letter or a permise: 311213; 312120; 312130; 312140
Property Address Information		
	way 21 (Catawba River Road), Fort Law	
ax Map Number: 165-00-00-091	-000 (portion) Acres: 75 (F	Parcel 7)
Any structures on the property: yon plat or blank paper.		u checked yes, draw locations of structures
Any structures on the property: y		
Any structures on the property: y on plat or blank paper. PLEASE PRINT:		
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Any structures on the property: y on plat or blank paper. PLEASE PRINT: Applicant (s):J.M. Mullis, Inc. Address _3753 Tyndale Drive. Suite 7 Felephone:	yes no If yo	ichael Mullis, President/CEO
Any structures on the property: y on plat or blank paper. PLEASE PRINT: Applicant (s):J.M. Mullis, Inc. Address _3753 Tyndale Drive. Suite 7 Felephone:	yes no If yo	ou checked yes, draw locations of structures
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CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.

Planning/Planning&Zoning/CountyofChester/Forms/RezoningApplication

# **qPublic.net**<sup>™</sup> Chester County, SC



Class 75 Acreage

(Note: Not to be used on legal documents)

1377 BROADCLOTH ST, STE 205 FORT MILL SC 29715

Date created: 3/3/2021 Last Data Uploaded: 3/3/2021 3:15:46 AM

05

n/a

Schneider Developed by

**Property Address** 

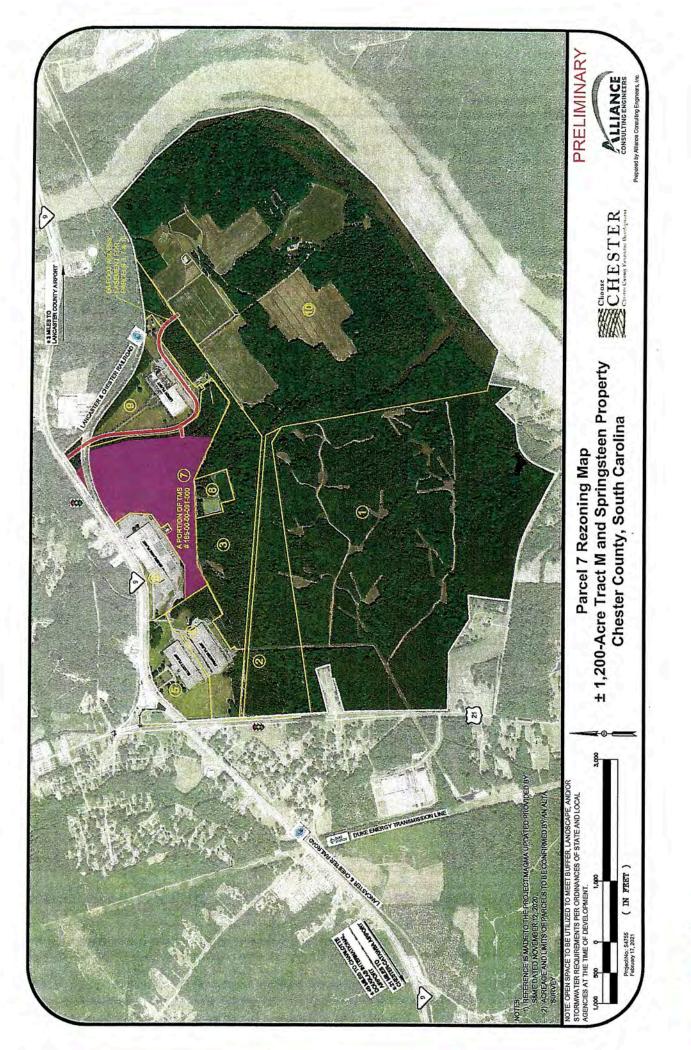
**Brief Tax Description** 

District

## CONNECTEXPLORER



map: Auto (Mosaic) Feb 2017 - Feb 2017 02/13/2017 - 02/27/2017



CcmA 31-08

#### Chester County Planning Commission March 16, 2021

<u>CCMA21-09</u>: 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)

The applicant, J.M. Mullis, Inc nor a representative was present for this request. This is parcel number three. 83 acres.

Commissioner Grant made a motion to approve this rezone request; seconded by Commissioner Walley Vote 7-0 to approve.



## Chester County, South Carolina Department of Planning, Building & Zoning

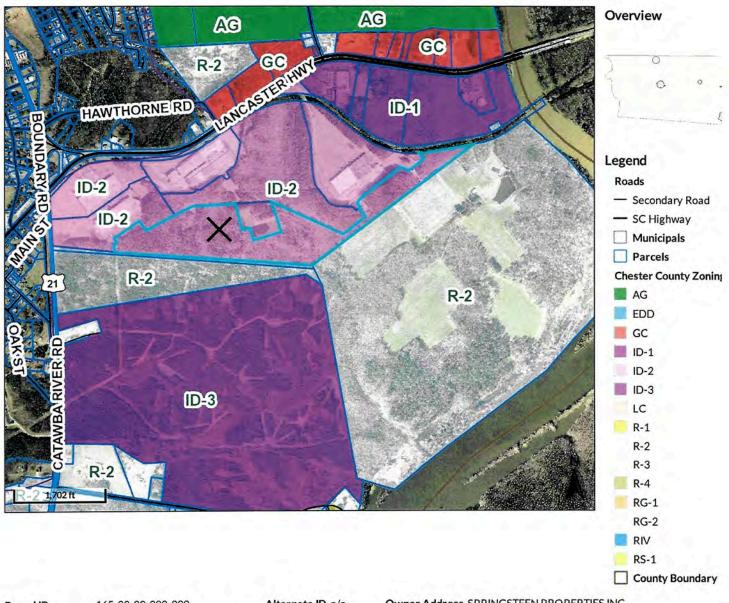
Department of Planning, Building & Zoning 1476 J.A. Cochran Bypass Chester, SC 29706

	Zoning Map Amendment (Re Fee: \$150.00	zoning) Application	
2 11 41			
Meeting Date: 3.16.21	Case # <u>CCMA21-09</u>	Invoice #3610	
The applicant hereby requests that	the property described to be rezone	from ID-2 to ID-3	
Please give your reason for this reze Applicant intends to establish a b	oning request: everage production, containerizati	on, and distribution facility on	the property.
	Copy of plat must be presented with	the application request	
my (our) agent to represent me	only if owner is not applicant): 1 (us) in this request for rezoning application request. NAICS CO	A Corporate Resolution le	tter or a permission
Property Address Information			
	way 21 (Catawba River Road), Fort La	wn, Chester County, South Carol	ina
Tax Map Number: <u>165-00-00-08</u>			and of other status
Any structures on the property: on plat or blank paper. PLEASE PRINT:		Parcel 3) ou checked yes, draw locatio	ons of structures
Any structures on the property: on plat or blank paper. PLEASE PRINT: Applicant (s):J.M. Mullis, Inc.	yes <u>no X</u> . If y	ou checked yes, draw locatio	ons of structures
Any structures on the property: on plat or blank paper. PLEASE PRINT: Applicant (s):_J.M. Mullis, Inc. Address _3753 Tyndale Drive, Suite		ou checked yes, draw locatio	ons of structures
Any structures on the property: on plat or blank paper. PLEASE PRINT: Applicant (s):J.M. Mullis, Inc.	yes <u>no X</u> . If y	ou checked yes, draw locatio	ons of structures
Any structures on the property: on plat or blank paper. PLEASE PRINT: <u>Applicant (s):J.M. Mullis, Inc.</u> Address _3753 Tyndale Drive, Suite Felephone: E-Mail Addr	yes <u>no X</u> . If y 101, Memphis, TN 38125 Attention: J. (s): Springsteen Properties, Inc.	ou checked yes, draw locatio	ons of structures
Any structures on the property: on plat or blank paper. PLEASE PRINT: Applicant (s):_J.M. Mullis, Inc. Address _3753 Tyndale Drive, Suite Felephone: E-Mail Addr <u>Owner(s) if other than applicant</u> Address: _1377 Broadcloth Street, S Felephone:	yes <u>no X</u> . If y 101, Memphis, TN 38125 Attention: J. (s): Springsteen Properties, Inc.	ou checked yes, draw locatio	ons of structures
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CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.

Planning/Planning&Zoning/CountyofChester/Forms/RezoningApplication





Parcel ID 165-00-00-080-000 Sec/Twp/Rng n/a Property Address Alternate ID n/a Class AC Acreage 83 Owner Address SPRINGSTEEN PROPERTIES INC % LEROY INVESTMENTS 1377 BROADCLOTH ST, STE 205 FORT MILL SC 29715

District Brief Tax Description 05 n/a (Note: Not to be used on legal documents)

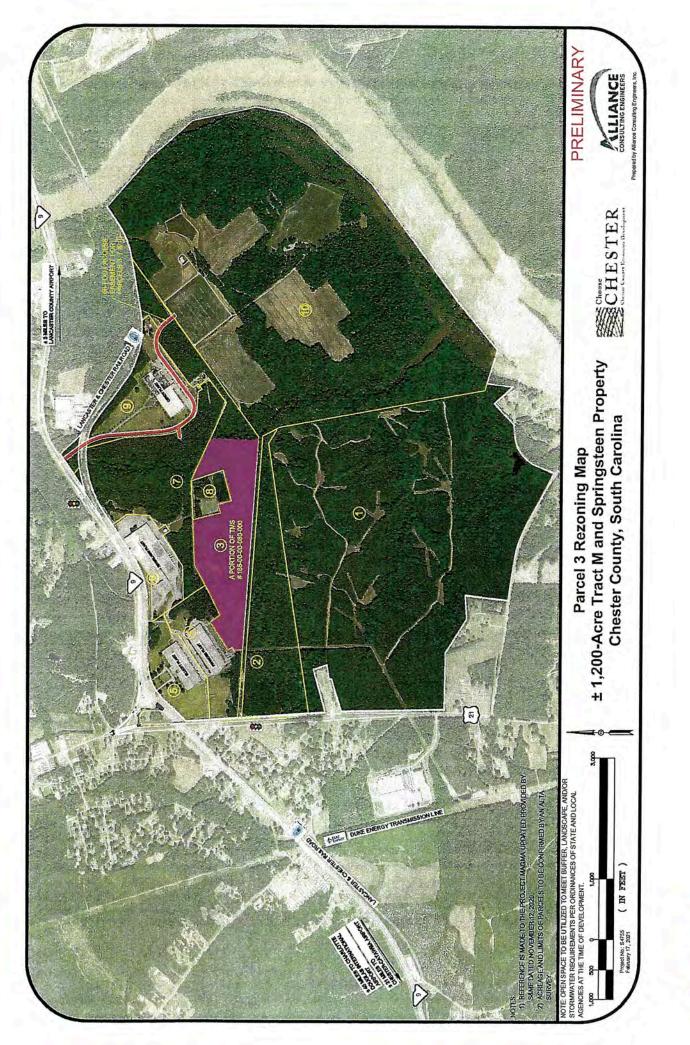
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Developed by Schneider

### CONNECTEXPLORER



map: Auto (Mosaic) Feb 2017 - Feb 2017 02/13/2017 - 02/27/2017



CCMAA1-09

#### Chester County Planning Commission March 16, 2021

<u>CCMA21-10:</u> 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)

The applicant, J.M. Mullis, Inc nor a representative was present for this request. This is parcel number four. 31 acres.

Commissioner Howell made a motion to approve this rezone request; seconded by Vice Chairman Smith. Vote was 7-0 to approve.



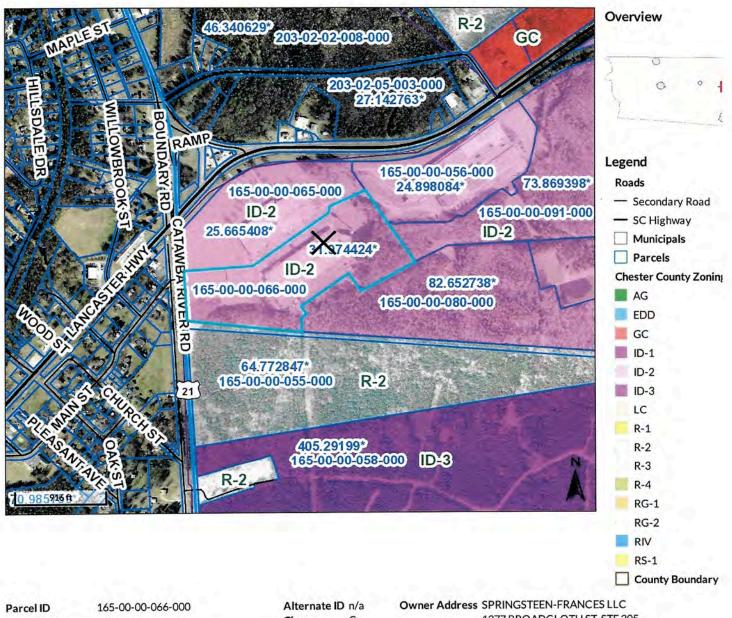
### Chester County, South Carolina Department of Planning, Building & Zoning

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

	Fee: \$150.00	
Meeting Date: 3.16.21 Case#	CCMA21-10	Invoice #3614
The applicant hereby requests that the propert	ty described to be rezoned fi	rom_ID-2to_ID-3
Please give your reason for this rezoning reque Applicant intends to establish a beverage pr		, and distribution facility on the property.
Copy of p	plat must be presented with th	e application request
Designation of Agent (complete only if own		
my (our) agent to represent me (us) in thi must be presented at the time of applicatio	on request. NAICS CODI	<b>E:</b> 311213; 312120; 312130; 312140
Property Address Information		
Property address: on or near Highway 21 (Ca	atawba River Road), Fort Lawr	, Chester County, South Carolina
Tax Map Number: 165-00-00-066-000	Acres: 31 (Pa	
Any structures on the property: yes <u>×</u>		ircel 4)
Any structures on the property: yes <u>X</u> on plat or blank paper. PLEASE PRINT:		ircel 4)
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Any structures on the property: yes X on plat or blank paper. PLEASE PRINT: Applicant (s): J.M. Mullis, Inc. Address 3753 Tyndale Drive, Suite 101, Memp Felephone: E-Mail Add Owner(s) if other than applicant(s): Spring Address: 1377 Broadcloth Street, Suite 205, Fo		rcel 4) a checked yes, draw locations of structures chael Mullis, President/CEO
Any structures on the property: yes X on plat or blank paper. PLEASE PRINT: Applicant (s):J.M. Mullis, Inc. Address _3753 Tyndale Drive, Suite 101, Memp Telephone:		chael Mullis, President/CEO
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CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.

# **qPublic.net** Chester County, SC



Class Sec/Twp/Rng n/a Property Address 5840 LANCASTER HWY District 05 **Brief Tax Description** FRANCES PLANT (Note: Not to be used on legal documents)

С 31 Acreage

1377 BROADCLOTH ST, STE 205 FORT MILL SC 29715

Date created: 3/3/2021 Last Data Uploaded: 3/3/2021 3:15:46 AM

Schneider Developed by

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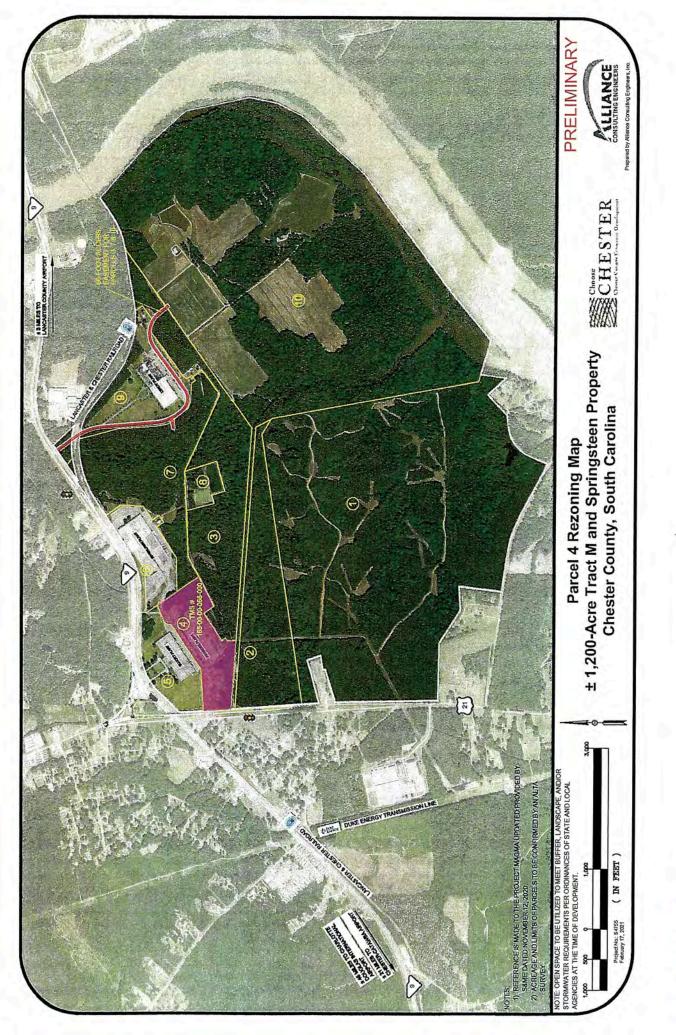




@ 2017 Eagleview

map: Auto (Oblique) Feb 2017 - Feb 2017

image 1 of 7 02/16/2017



CCMAA1-10

#### Chester County Planning Commission March 16, 2021

<u>CCMA21-11:</u> 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)

The applicant, J.M. Mullis, Inc nor a representative was present for this request.

Commissioner Grant made a motion to approve this rezone request; seconded by Vice Chairman Smith. Vote was 7-0 to approve.



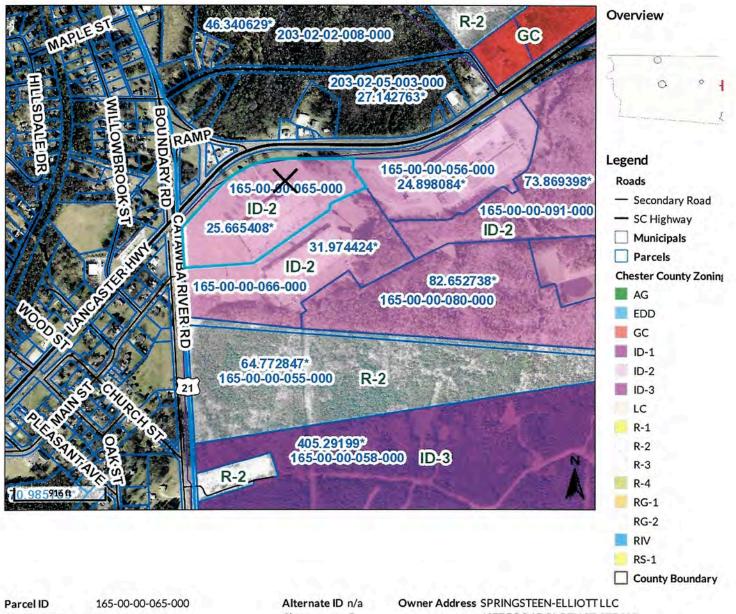
# **Chester County, South Carolina**

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

Zoning Map Amendment (R		
Fee: \$150.00		
Meeting Date: 3.16.21 Case # CCMA21-11	Invoice #3615	
The applicant hereby requests that the property described to be rezone	ed from ID-2 to ID-3	
Please give your reason for this rezoning request: Applicant intends to establish a beverage production, containerization, and distribution facility on the property.		
Copy of plat must be presented with	h the application request	
Designation of Agent (complete only if owner is not applicant):	I (we) hereby appoint the person period on	
my (our) agent to represent me (us) in this request for rezoning	g. A Corporate Resolution letter or a perm	
must be presented at the time of application request. NAICS CC	DDE: 311213; 312120; 312130; 312140	
Property Address Information		
Property address: on or near Highway 21 (Catawba River Road), Fort La	awn, Chester County, South Carolina	
	(Parcel 5)	
Any structures on the property: yes <u>X</u> no If on plat or blank paper. PLEASE PRINT:	(Parcel 5) you checked yes, draw locations of structure	
Any structures on the property: yes <u>X</u> no <u>.</u> . If on plat or blank paper. PLEASE PRINT: <u>Applicant (s): J.M. Mullis, Inc.</u> Address <u>3753 Tyndale Drive, Suite 101, Memphis, TN 38125 Attention: J</u>	you checked yes, draw locations of structure	
Any structures on the property: yes <u>X</u> no <u>.</u> . If on plat or blank paper. PLEASE PRINT: <u>Applicant (s): J.M. Mullis, Inc.</u> Address <u>3753 Tyndale Drive, Suite 101, Memphis, TN 38125 Attention: J</u> Telephone:	you checked yes, draw locations of structure	
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CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.





Sec/Twp/Rng n/a Property Address 5780 LANCASTER HWY District 05 **ELLIOTT PLANT Brief Tax Description** (Note: Not to be used on legal documents)

Class С Acreage 26 1377 BROADCLOTH ST, STE 205 FORT MILL SC 29715

Date created: 3/3/2021 Last Data Uploaded: 3/3/2021 3:15:46 AM

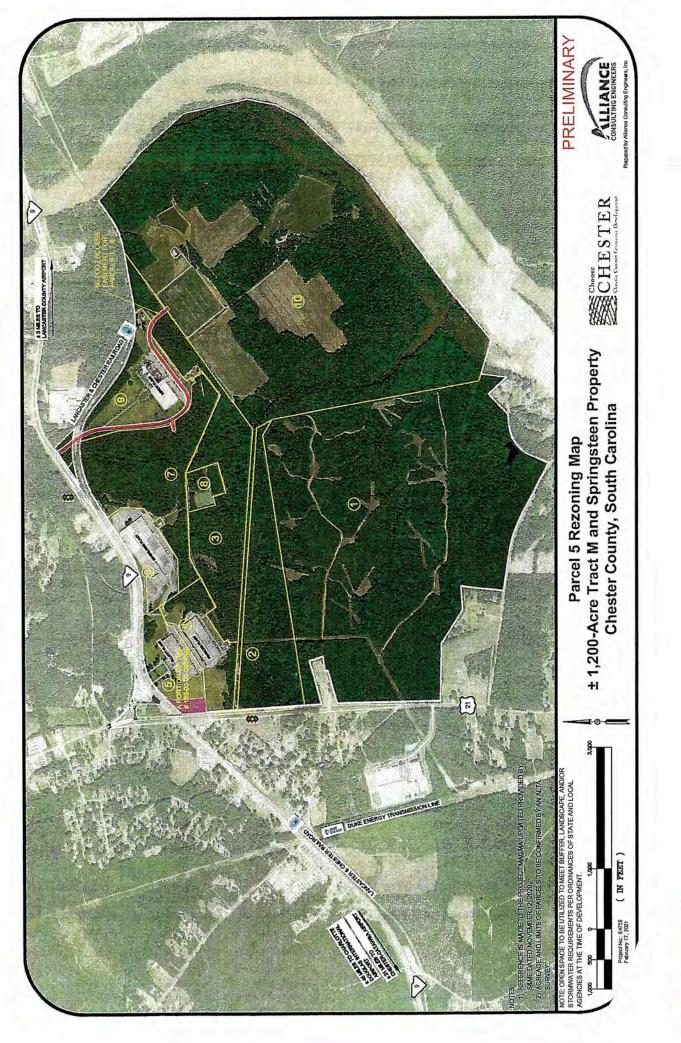
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### CONNECTEXPLORER





map: Auto (Oblique) Feb 2017 - Feb 2017 image 4 of 8 02/16/2017



CCMA21-11

## CHESTER COUNTY, SC PRIORITIZED COMMUNITY NEEDS

#### **MARCH 2021**

The following lists the top priority needs of Chester County:

- 1. Upgrade water, sanitary sewer, and storm sewer infrastructure and services in low and moderate income areas including infrastructure upgrades in the, East Chester, Lancaster Street, Saluda Street, and McClure Street areas in the City of Chester, and storm drainage in the Cedar Grove area of Chester County. This also includes the upgrade of the Sandy River Wastewater Treatment Plant.
- 2. Address slums and blighted areas. This includes the clearance of Brownfield areas as well as the following abandoned mills: Great Falls Mill Numbers 1, 2 and Number 3, Eureka Mill, and the Gayle Mill. This also includes the demolition of dilapidated buildings and residences in low and moderate income areas.
- 3. Continue efforts to prepare for, respond to, and prevent the Coronavirus.
- 4. Renovate or construct the following facilities:
  - Continue upgrades of library in the Town of Great Falls
  - Facility for the joint location of services to include SC DHEC, SC Works, and the Chester County Board of Disabilities and other agencies
  - County recreation complex
  - County Jail
  - Chester County Courthouse
  - Park and amphitheater for the Town of Fort Lawn
- 5. Construct a new County animal shelter
- 6. Create a strategic plan for housing
- 7. Support additional Chester County Library facilities to provide education and training for low and moderate income citizens in order to enhance employment opportunities.
- 8. Expand water, sanitary sewer, and storm sewer services to low and moderate income areas currently not being served.
- 9. Construct and upgrade of infrastructure to promote economic development through the expansion of existing industries and location of new industries.
- 10. Construct a fire substation in the North Chester area in order to provide expanded fire protection services.
- 11. Extend water, sewer, and other infrastructure services to affordable housing sites in order to promote housing opportunities for low and moderate income persons.
- 12. Extend water and sewer along the I-77 corridor, including the SC Highway 97 interchange from Richburg.
- 13. Implement improvements to make the I-77 and SC Highway 9 interchange less dangerous, including the addition of turning lanes.
- 14. Upgrade sidewalks to include Ashford Street from Ella to the J.A. Cochran Bypass, the area from Parkway Avenue to the J.A. Cochran Bypass, York Street, the Gayle Mill neighborhood, Brendale Street, areas along J.A. Cochran Bypass, and sidewalks in the Town of Fort Lawn.
- 15. Continue to further fair housing in Chester County.

#### <u>CCMA21-12:</u> 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 dewaters 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.

Chester County Planning Commission Minutes April 20, 2021

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 Planning Commission Minutes April 20, 2021



### **Chester County, South Carolina**

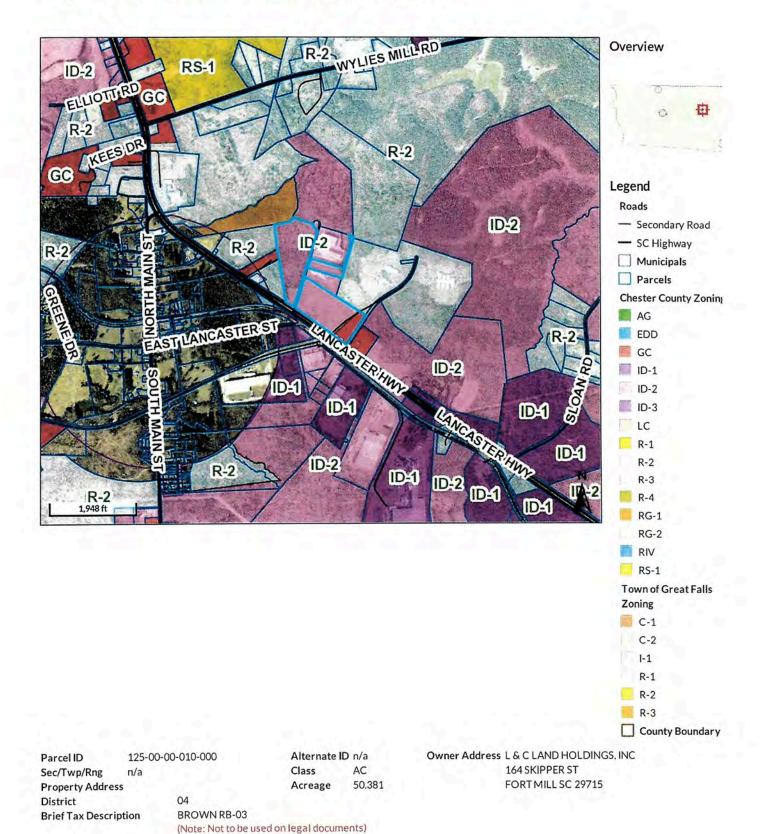
Department of Planning, Building & Zoning 1476 J.A. Cochran Bypass Chester, SC 29706

	Zoning Map Amendment (Re	zoning) Application		
11 00 01	Fee: \$150.00			
Meeting Date: 4.20.2	_ Case # [CMA2]-12	Invoice # 3730		
The applicant hereby requests tha	t the property described to be rezoned	from JP2 to ID3		
Please give your reason for this rezoning request: MC Real Estate LLC will design/build a plant to convert used woking oil from restaurants to a feedstock for the Godiesed industry				
fron restaurants to	a feedstock for the 6.	odiesal industry	<u> </u>	
	Copy of plat must be presented with	the application request		
my (our) agent to represent me	only if owner is not applicant): 1 e (us) in this request for rezoning f application request. NAICS CO	(we) hereby appoint the person name A Corporate Resolution letter or DE: <u>- G こ 9 9 8</u>	ned as applicant a permission lett	
Property Address Information				
Property address:	Colonels Pt. Parkway	Richburg SC		
Tax Map Number: 125.00-0	0-010-000 Acres:	Richburg SC 3		
Any structures on the property on plat or blank paper.	: yes no If y	ou checked yes, draw locations of st	ructures	
PLEASE PRINT:				
Applicant (s): Michoe 1	D. Cannon For Mc	Real Estate, 46 C 292301work	The second s	
Address PO Bax 3216	Columbia SC	25230		
E-Mail Addr		work		
<u>Owner(s)</u> if other than applicar	nt(s): <u>See letter</u>			
Telenhone:	cell	work		
E-Mail Address:				
I (we) hereby agree that this in	formation I (we) have presented is	correct. Insufficient information m	ay result	
in a denial of your request.	VS_			
Owner's signature:		Date: 03/03/2021		
Applicant signature: Mu	40.	Date: 3-1-2021		
		Date: <u>3/03/2021</u> Date: <u>3-1-202</u> 0. SOMEONE MAY REPRESENT YOU AT :		

Planning/Planning&Zoning/CountyofChester/Forms/RezoningApplication

<u>CCMA21-13</u> behind this. Michael R. Mills agent for JAH Properties

# **Q qPublic.net**<sup>™</sup> Chester County, SC



Date created: 3/22/2021 Last Data Uploaded: 3/22/2021 3:18:29 AM <u>CCMA21-13:</u> 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

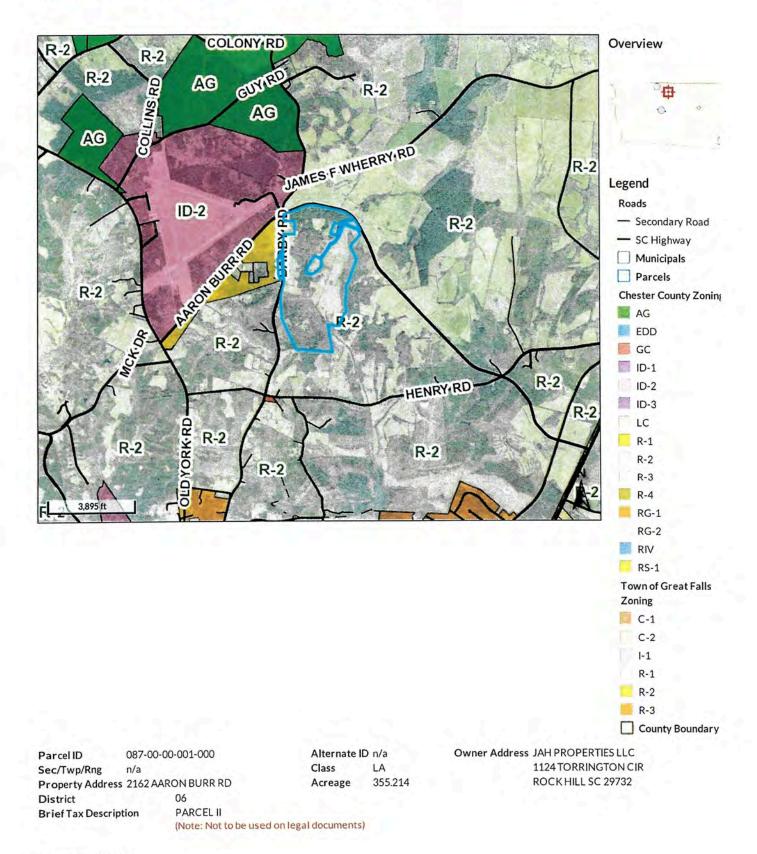
	Zoning Map Amendment (Rezoning) Application Fee: \$150.00			
Meeting Date: <u>4.20.2</u>	Case # CCM A 21-1.3 Invoice # 3731			
The applicant hereby requests that the property described to be rezoned from <u>R2</u> to <u>RS-1</u>				
Please give your reason for this rez	coning request:			
To be able to combine Parcel "B" of	of 2.38 acres (Zoned R2) with Parcel "A" of 4.00 acres (Zoned RS-1) upon conveyance			
<u>to new owner.</u>				
	Copy of plat must be presented with the application request			
my (our) agent to represent me	only if owner is not applicant): I (we) hereby appoint the person named as applicante (us) in this request for rezoning. A Corporate Resolution letter or a permission lot			
must be presented at the time o <u>Property Address Information</u> Property address: <u>Darby Road.</u> Tax Map Number: <u>087-00-00-0</u>	e (us) in this request for rezoning. A Corporate Resolution letter or a permission le f application request. NAICS CODE:			
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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:	MAAAA	Date:
Applicant signature:	Mul Mala	Date: 03/16/2021

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

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