



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING
Monday, September 20th, 2021 **at 5:50 PM**
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers

AGENDA

- 1. Call to Order**
- 2. Approval of minutes**
 - a. September 7th, 2021, CCTC Minutes.
- 3. Old Business**
 - a. CTC to choose and approve the 2022 Road Paving in district six.
- 4. Adjourn**



CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Tuesday, September 7th, 2021 at 5:30 PM

R. Carlisle Roddey Chester County Government Complex

1476 J A Cochran Bypass, Council Chambers

Minutes

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman Pete Wilson arrived at 5:32pm and Councilman William Killian arrived at 5:35pm.

1. Call to Order

2. Approval of minutes

- a. **July 6th, 2021 CCTC Minutes.** Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote was 4-0 to approve.

3. Old Business

- a. **Update on Baseball Alley- Public Works Director Robert Hall.**

Mr. Hall stated Council was aware of the issue at Baseball Alley, he had reached out to the Dennis Corporation to ask for a change order. He recommended Council spend \$23,500 dollars to add the four parking spaces and correct the drainage that was in the budget. Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote was 4-0 to approve. Councilman Wilson and Killian abstained.

- b. **Update regarding Pedestrian Crossing Agreement at Railroad at Pizza Hut. – Attorney Winters**

Attorney Winters stated she had reached out to the railroad, and they were not willing to change the agreement. She was told and she quoted “railroads have never found a crossing they’re happy with.” She stated she was told by them something always happens, even when crossing in a wheelchair could hit the rail of the train and tip over and get injured. They will not relinquish any of the liability that was in the agreement that’s placed back on the county. That also includes any repair to the crossing and negligence that happens the county is responsible. She recommended the County not sign the agreement since it would put all the liability back on them. She stated Matt Gedney recommended putting up signs stating something like “ends county’s maintenance.”

Councilman Wilson suggested putting up barricades and signage for now, he stated things could change with maybe possible developments coming and there would be a reason to cross the track, but for now putting the barricades up is an easy way out. He motioned to put up barricades and signage, second by Vice Chairman Branham. Vote 6-0 to approve.

4. New Business

- a. **CTC to choose and approve the 2022 Road Paving List from each district.**

Council chose Golden Maple, Old Pavilion, Appaloosa Ridge, Poverty Hollow, Barber Creek and Thomas Davis. Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 6-0 to approve.

b. Discussion regarding Georgetown Road.- Attorney Winters.

Attorney Winters stated this road had been discussed before, the road is a state road and ends at the pavement. She asked Bill Coleman to go out to see what could be done. The Trotters cannot access their property because of the way it is set up, the road ends and no one claims ownership. At one time through the research done by Mr. Coleman recently, the school board had asked if the County could throw some gravel down so the bus could turn around. In 2017 the property owner had stated they did not want the bus to turn around on their property and asked for the County to stop putting gravel down so the practice was discontinued. It is referred to on an SCDOT map where the road ends. It's shown as an unpaved county road, but we couldn't find any evidence that it is a county road. And so, I think that it begs the question, does the county take this road on to adopt it, and put into our system?

Mr. Coleman stated there was a gate about 200 yards to the end of the pavement which is at the end of DOT then around 100 feet where you could tell a bus used it to turnaround. He stated at one time through his research he found the guy who owned it told the county he didn't want them on it anymore. He didn't want no one on it.

Attorney Winters stated at one point in time there was a roadwork request made by a gentleman who lives on the road that the owners of the property would need to call in and request the county take over maintenance of the turnaround and to set up easement through the county attorney which has not been done. That part of the road has probably been maintained for the last twenty years. She asked Mr. Coleman what he suggested doing.

Mr. Coleman stated throwing a couple loads of rock from the end of the road to the gate, once the county does that that section becomes the counties. Councilman Wilson motioned to maintain to the gate, second by Councilman Vaughn. Vote 6-0 to approve.

c. CTC to consider approval of surface prep and painting Exit 65 Bridge. Gateway Steering Committee voted 9-0 to approve. Sylvia Jennings, Chair of the gateway steering committee stated the bridge had not been maintained and would like approval to have exit 65 cleaned, painted and have sidewalks installed. Councilman Wilson stated he did not doubt the need but felt the money could come from grants instead of C-fund money.

Vice Chairman Branham said, if possible, the projects could be combined when seeking grants. Council decided to add this back to next regular transportation meeting to see if grants could be found.

d. Request to reimburse the Recycling Department for sign material from May 2021 to August 2021 in the amount of \$ 3422.03. Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.

e. Request to reimburse the Road Department for road maintenance from July 6, 2021 to August 12, 2021 in the amount of \$ 19,652.96. Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.

5. Adjourn-Vice Chairman Branham motioned to adjourn, second by Councilman Jordan. Vote 6-0 to adjourn.

Time: 6:20 pm

District 6

Category 1 Minor Patching and resurfacing

Category 2 Major Patching and resurfacing

Category 3 Rehabilitate base and resurface

Category 4 Dirt

County Roads

Road Name	Length in miles	Estimated Cost	Priority#	Scale	Houses	Category	Date Submitted
Rice Street	0.120	\$ 49,728.00	7	F	2	2	6-28-2021
Lockshire Street	0.130	\$ 64,519.00	11	F	6	2	6-28-2021

County Commercial Road

Road Name	Length in miles	Estimated Cost	Priority#	Scale	Houses	Category	Date Submitted
State Park Road	0.500	\$135,000	2	F		3	9-8-2021

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, September 20th, 2021, at 6:00PM

Agenda

Interim Supervisor Dr. Wylie Frederick Presiding

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
 - a. September 7th, 2021 Council Minutes.
 - b. September 10th, 2021 Special Called Council Minutes.
4. **Citizen Comments**
5. **Public Hearing**
 - a. **3rd Reading of 2021-10** An Ordinance To Establish Distribution of the Local Option Sales Tax.
6. **Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2021-10** An Ordinance to Establish Distribution of the Local Option Sales Tax.
 - b. **2nd Reading of 2021-11** An Ordinance To Amend The Master Agreement Governing The York-Chester Industrial Park Between Chester County, South Carolina And York County, South Carolina So As To Enlarge The Park.
 - c. **2nd Reading of 2021-12** An Ordinance Adopting The Requirements Of The South Carolina Local Government Development Agreement Act; Creating Uniform Requirements For The County's Executing And Delivering Development Agreements; And Other Related Matters.
7. **Old Business**
 - a. Update on current projects- Procurement Director Susan Cok.
 - b. Update regarding mid-year economic development and Gateway Quarterly Report Economic Developer Director Robert Long, Project Manager Kris Phillips and Event Planner Kimberly Starnes.
 - c. **From CCTC:**
 1. Action taken from the CTC 2022 Road Paving for district six.
 - d. **3rd Reading of CCMA21-02:** 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.
 - e. **3rd Reading of CCMA21-04:** 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.

- f. **3rd Reading of CCMA21:20:** Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve.
- g. **3rd Reading of CCMA21-21:** HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve.
- h. **3rd Reading of CCMA21-22:** Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial). Planning Commission voted 7-0 to approve.
- i. **3rd Reading of CCMA21-24:** US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned Development). Planning Commission voted 5-2 to approve.
- j. **3rd Reading of CCMA21-25:** US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve.
- k. **3rd Reading of CCMA21-26:** US Developments request a 28-acre portion of Tax Map # 079- 00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve.
- l. **2nd Reading of CCMA21-27** Chris and Alma Hoskins request Tax Map # 122-01-03-010-000 located at 4431 Edgeland Road, Edgemoor SC be rezoned from R2 (Rural Two) to GC (General Commercial). Planning Commission voted 4-0 to approve.

8. New Business

- a. Council to consider the approval of a recycling and disposal service agreement-Public Works Director Robert Hall and Recycling/Litter Control Coordinator Katie Fischer.
- b. Setting the 2021 Tax Millage-Auditor Donnie Wade and Treasurer Tommy Darby.
- c. Council to consider the approval for Lewis Fire Protection District to apply for a \$10,000 dollar grant from the SC Forestry Commission with a \$5000 dollar match. Jay Williams.

9. Boards and Commissions-None

10. Executive Session

- a. To receive a legal update regarding Opioid litigation. Attorney Winters.
- b. To receive legal advice regarding Chester Research & Development Park. Attorney Winters.

11. Council Actions Following Executive Session

- a. Action taken regarding the legal update for Opioid litigation.
- b. Action taken regarding legal advice for Chester Research & Development Park.

12. Council Comments

13. Adjourn

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

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes

Public Hearings:

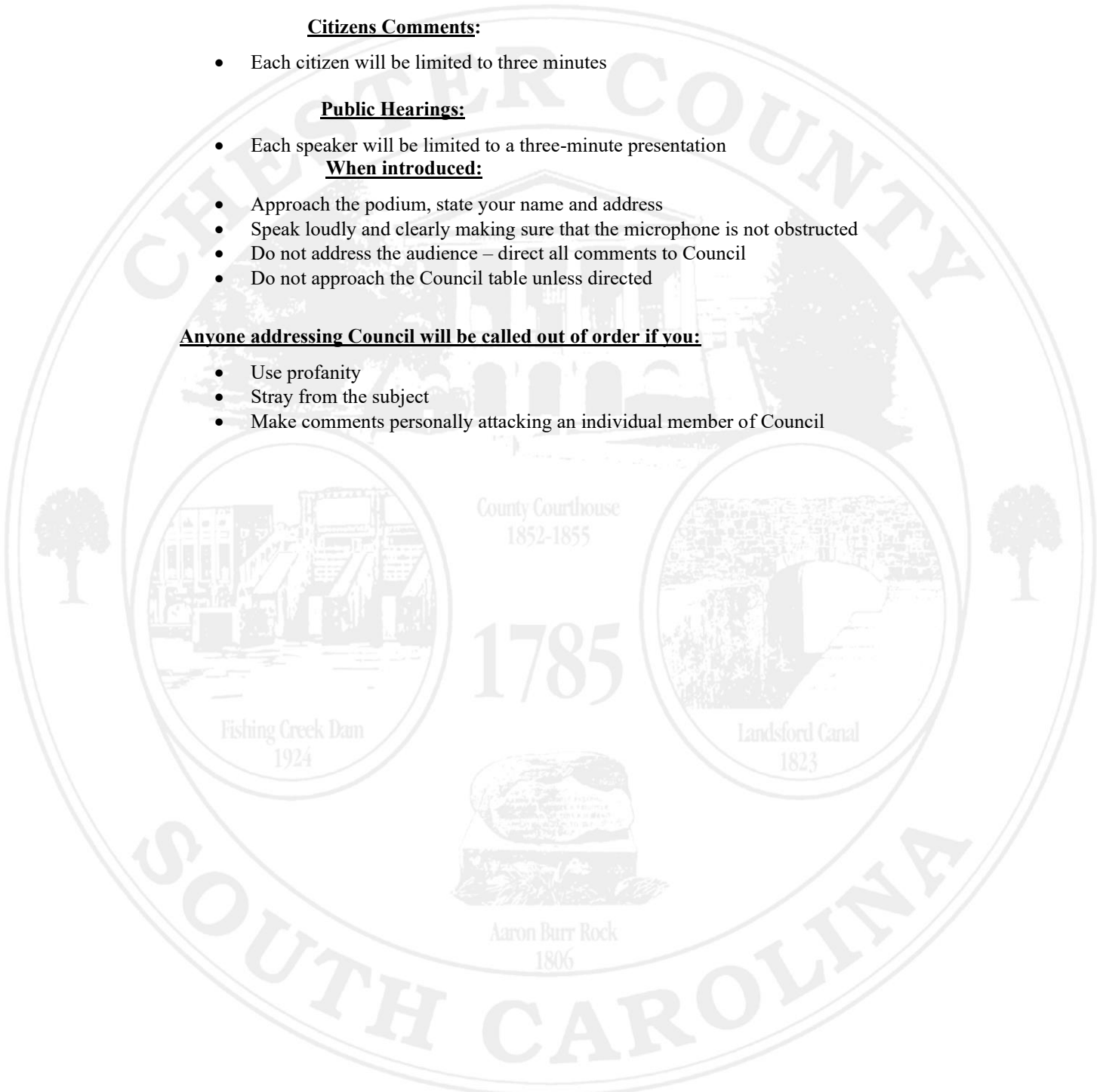
- Each speaker will be limited to a three-minute presentation

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 MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, September 7th, 2021 at 6:00 PM

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order at 6:23pm. (CTC meeting ran late).
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes-August 16th, 2021 Council Minutes.**
Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
4. **Citizen Comments**
Mark Wyatt spoke and was in favor of the rezoning requests on Village Drive.
5. **Public Hearing -None**
6. **Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of 2021-10 An Ordinance to establish distribution of the Local Option Sales Tax.**
Treasurer Tommy Darby stated the county revenue fund for 2021 brought in \$940,000 dollars and represented around 28% of the total received from the fund. The property tax credit fund represented around 72%. The ordinance would give some direction as to how the funds would be allocated.
Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.
 - b. **1st Reading of 2021-11 An Ordinance to amend the master agreement governing the York-Chester Industrial Park between Chester County, South Carolina And York County, South Carolina so as to enlarge the park.** Vice Chairman Branham asked which park was this. Attorney Winters stated this was for Gallo and would be included in the York and Chester industrial park. Vice Chairman Branham stated he thought Gallo would be going with Lancaster, Attorney Winters stated Gallo had given it to York County early on. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote was 5-1 to approve. Vice Chairman Branham opposed.
 - c. **Resolution 2021-15 A Resolution to authorize the County of Chester, by Chester County Council to sell certain vehicles of the Sheriff's Office Identified herein upon such terms and conditions as described.** Councilman Jordan motioned to approve along with funds from the sell be put back into the Sheriff's vehicle fund, second by Councilwoman Guy. Vote 6-0 to approve.
7. **Old Business**
 - a. **Discussion regarding the disposition of the Animal Shelter- Procurement Director Susan Cok.**
Dr. Frederick stated there had been a lot of discussion concerning the animal shelter and which plan to go with, renovate the old building or build a new one. Looking at and identifying the funding sources, to add on to the old shelter would cost 1.4 million dollars which would consist of renovating by adding a new roof, new HVAC units, replace old wiring and other cosmetic purposes. The current building would also need to be brought up to current building codes as well. Building a new shelter would cost around 3.3 million dollars and would be the better option since all the above issues would be eliminated, a new location would provide future expansion opportunities such as veterinarian's office space and areas for large animals, etc. A new shelter would also provide space for an adoption side where people interested in adopting could see the animals. He stated a new facility would change the perception of the old shelter.

Councilwoman Guy stated the square footage for a new building would be about the same size and the same amount of room as the old one. She did not see building a new one the same size as the old one, she knows \$250,000 dollars was spent a few years ago on the old one and thinks more renovations to it would be better than building a new shelter.

Councilman Wilson stated seeing the 3.3-million-dollar price tag to build a new shelter was hard to wrap his mind around that but seeing the 1.4-million-dollar price tag to renovate the old shelter to him it would be hard to spend that kind of money. He toured the shelter a while back and the condition of the animals were not bad, but you could tell the shelter was dated. The shelter doesn't have insulation, it has old equipment and a lot of inefficiencies. To his understanding the new building would be on Armory Road, the older parts of the shelter would have to be demolished. We don't need to have two animal shelters. He asked if this was approved to build a new shelter, he would like for Council to see the plans as they are being developed, Council wants to make sure that if they go that route and spend that much money, they do a good job. The funding has been identified.

Treasurer Darby stated the county was working on multiple projects, three sources had been identified for all the projects and working through some of the red tape of those funding sources. The animal shelter fits within one of the pots of money and the funds are available and he was comfortable with the project.

Vice Chairman Branham stated he agreed with building a new shelter instead of renovating the old one. If you look at the jail where the new part was added on to the old part, there were a lot of deficiencies there. The square footage for the new building would be the same as the old one but would be designed to where additions could be added with no problem.

Councilman Vaughn stated he had gone back and forth whether to renovate or build a new shelter but now agrees this would be a real step forward for Chester County and a better option for county taxpayers. He stated not only will we have a new shelter, but also looking at changing the way the shelter is operated.

Councilman Jordan stated he couldn't see putting 1.4 million dollars into the old shelter, the future area for the new building would also give better options to house larger animals as well.

Attorney Winters asked if the cost to build the new shelter included demolishing the old shelter.

Procurement Director Susan Cok stated no.

Interim Chairman Dr. Frederick asked Public Works Director Robert Hall if his staff could do the job. Mr. Hall stated yes. Vote was 4-2 to approve. Councilman Killian and Councilwoman Guy opposed.

- b. **2nd Reading of CCMA21:20: Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial). Planning Commission voted 7-0 to approve. Councilman Wilson motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.**
- c. **2nd Reading of CCMA21-21: HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) to ID2 (Limited Industrial). Planning Commission voted 7-0 to approve. Councilwoman Guy motioned to approve second by Councilman Killian. Vote 6-0 to approve.**
- d. **2nd Reading of CCMA21-22: Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial). Planning Commission voted 7-0 to approve. Councilwoman Guy motioned to approve second by Councilman Killian. Vote 6-0 to approve.**
- e. **2nd Reading of CCMA21-24: US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned**

Development). Planning Commission voted 5-2 to approve. Councilwoman Guy motioned to approve with a reverter clause and a 12-month time frame, second by Vice Chairman Branham. Vote 4-2 to approve. Councilman Jordan and Vaughn opposed.

f. **2nd Reading of CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve. Councilwoman Guy motioned to approve with a reverter clause and a 12-month time frame, second by Vice Chairman Branham. Vote 4-2 to approve. Councilman Jordan and Vaughn opposed.**

g. **2nd Reading of CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00- 032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development). Planning Commission voted 5-2 to approve. Councilwoman Guy motioned to approve with a reverter clause and a 12-month time frame, second by Vice Chairman Branham. Vote 4-2 to approve. Councilman Jordan and Vaughn opposed.**

h. **Update regarding a multi-year lease for servers and licensing agreement in the amount of \$ 77,354.27 dollars. - IT Director David Schuelke**

Mr. Schuelke stated he visited council last time regarding this, and it was approved with the contingent on the lease contract being changed? The issue with that is the lease contract cannot be changed because it references state contract. And when state contracts are put into place that can't be changed until the period of that date.

Attorney Winters stated there was a dichotomy between the actual purchase agreement and then the lease document, the lease document used the language of as is, the purchase agreement says new. She and David went back and forth with the lease people and the Dell folks. Ultimately, she was comfortable with the fact the County would be getting new equipment. The only reason she had that concern was because of an issue years ago with copiers with a similar situation. The document had we are leasing the products to you as is but that is the leasing company. They are not supplying the equipment and we got assurances in writing from Dell that this would not be as is but new equipment. She asked counsel, if they would re approve without the caveat that number four in the lease agreement needed to be changed. Because they won't change it. Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.

i. **From CCTC: 9-7-2021**

1. **Action taken on Baseball Alley. Councilwoman Guy motioned to approve \$23,500 for parking and drainage, second by Councilman Killian. Vote 6-0 to approve.**

2. **Action taken for the CTC 2022 Road Paving List for each district. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.**

3. **Action taken for the surface prep and painting for Exit 65 Bridge. Taken as information.**

4. **Action taken to reimburse the Recycling Department for sign material in the amount of \$ 3422.03. Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.**

5. **Action taken to reimburse the Road Department for road maintenance in the amount of \$ 19,652.96. Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.**

8. New Business

- a. **Council to consider the approval of Autoagent iPayment Proposal Agreement to process all online tax payments.- Treasurer Tommy Darby.**

Mr. Darby stated he found a solution that would be no cost to the County and would be a little cheaper for taxpayers. He asked Council if they would take this as information for now since he was in talks with the current company who came back with a proposal.

- b. **Council to consider the acceptance of a FEMA Fire Act Grant for \$207,797.00 dollars to purchase a new EMS unit with a match of \$9,895.10 dollars.- T. Melton. Richburg Assistant Fire Chief.**

T. Melton stated with Council's approval they would use the money to purchase a new EMS unit, and use the old one for a spare. Vice Chairman Branham motioned to approve \$9895.10 to purchase the new unit, second by Councilman Killian. Vote 6-0 to approve.

- c. **Council to consider adding current staff for EMS 6 and EMS 7. - EMS Director Britt Lineberger.**

Mr. Lineberger stated since the COVID virus had spiked over the last three weeks 100% of every hospital in five counties had been on diversion. They cannot honor that request, but it did mean when they transported a patient to a hospital they would have to wait. The average wait time was around an hour and half. He had checked with Mr. Darby. And they have determined that COVID money from the federal government, the reimbursable money is still available, they need to put two more trucks on to backfill. If given permission to put the trucks back on it's already within the schedule and payroll for COVID and coded that way for that purpose.

Treasurer Darby stated originally, they weren't positive, how the federal funds would flow. Basically, they were going to fund those trucks and set aside 250,000, whether it was going to be reimbursed or not, I think right now we're positive and certain that those monies are reimbursable. He doesn't think the County would have to appropriate any level, if it came to a point where we didn't get reimbursed, we could put a number on it. Councilman Vaughn motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

- d. **Council to consider the approval for the Sheriff's Office to apply a grant from the Chester Healthcare Foundation to purchase a medium sized drone for use by the Sheriff's Office and other County offices. -Captain David Peebles. Councilman Wilson motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.**

- e. **Council to consider the approval for the Sheriff's Office to apply for a grant from the Lutz Foundation to purchase a large sized drone for use by the Sheriff's Office and other county offices.- Captain David Peebles. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.**

- f. **1st Reading of CCMA21-27 Chris and Alma Hoskins request Tax Map # 122-01-03-010- 000 located at 4431 Edgeland Road, Edgemoor SC be rezoned from R2 (Rural Two) to GC (General Commercial). Planning Commission voted 4-0 to approve. Councilman Jordan motioned to approve with a reverter clause if the business ceases operations the property would revert back to R2 zoning, second by Councilman Wilson. Vote 6-0 to approve.**

9. Boards and Commissions

- a. **Appointment to the Parks & Recreation Board.- Interim Chairman Dr. Frederick.**

Interim Chairman Dr. Frederick motioned to appoint Forest Baker, second by Vice Chairman Branham. Vote 6-0 to approve.

- b. **Resignation from the Chester Metropolitan District Commission- County Council.**

Councilman Jordan motioned to approve Chris Winters resignation, second by Vice Chairman Branham. Vote 6-0 to approve.

10. Executive Session- Councilman Jordan motioned to go to executive session, second by Councilwoman Guy. Vote 6-0 to approve.

- a. To receive legal advice regarding Project 2024. Attorney Winters.
- b. To receive legal advice regarding Project 2043. Attorney Winters.
- c. To receive legal advice regarding Project 2106. Attorney Winters.
- d. To receive legal advice regarding development agreements. Attorney Winters.
- e. To receive legal advice regarding a contractual matter for Gallo Wine. Attorney Winters.
- f. To receive legal advice regarding pandemic procedures. Attorney Winters.

11. Council Actions 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 legal advice for Project 2024.** Taken as information only.
- b. **Action taken regarding legal advice for Project 2043.** Taken as information only.
- c. **Action taken regarding legal advice for Project 2106.** Taken as information only.
- d. **Action taken regarding legal advice for development agreements.**

Councilman Jordan motioned to approve in title only an ordinance adopting the requirements of the South Carolina local government Development Act, creating uniform requirements for the counties executing and delivering development agreements and other related matters, second by Councilman Killian. Vote 6-0 to approve.

Councilman Jordan motioned to approve in title only an ordinance to approve the execution and delivery of a project agreement between the County and Project Village Drive and other related matters, second by Vice Chairman Branham. Vote 6-0 to approve.

Councilman Wilson motioned to approve in title only an ordinance to approve the execution and delivery of a development agreement between the County and Project Winchester and other related matters, second by Councilman Killian. Vote 6-0 to approve.

Councilman Wilson motioned to approve in title only an ordinance to approve the execution and delivery of a development agreement between the County and Project Cheswick and other related matters, second by Vice Chairman Branham. Vote 6-0 to approve.

- e. **Action taken regarding a contractual matter for Gallo Wine.** Taken as information only.
- f. **Action taken regarding pandemic procedures.**

Council encouraged all employees to become vaccinated if they have not done so, with possible incentives for those who have been. And for those to become vaccinated by giving them a day off. They must show proof that they have been fully vaccinated. Council encouraged county employees to wear masks, and to socially distance themselves.

12. Council Comments-None

13. Adjourn- Vice Chairman Branham motioned to adjourn, second by Councilwoman Guy. Vote 6-0 to adjourn. Time 9:45 PM.



CHESTER COUNTY COUNCIL SPECIAL CALLED MEETING

R. Carlisle Roddey Chester County Government Building

1476 J A Cochran Bypass- Council Chambers

Friday, September 10th, 2021, at 9:00 AM

MINUTES

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Pete Wilson, Councilman Mike Vaughn, Councilman William Killian, Attorney Joanie Winters and Karen Lee, Clerk to Council. Councilwoman Guy came into the meeting at 5:10 pm. **Absent:** Councilman Brad Jordan with prior notification.

1. Call to Order-Interim Chairman Dr. Frederick called the meeting to order at 9:00 am.

2. Ordinances/Resolutions /Proclamations

a. 2021-16 A Resolution to recognize Courage, South Carolina as an unincorporated area of Chester County. Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve. County Attorney Winters stated the resolution describes an unincorporated area as an area within the county that is administered as part of a larger administrative division. It falls within the purview of the county as opposed to an incorporated area, which, much like the city of Chester, the town of Great Falls, they are incorporated. We have many unincorporated areas in the county. It will remain an unincorporated area, but will it'll be referred to as Courage. In trying to explain what that means are related to areas like Blackstock, Indian Land in Lancaster, that's not really the name of that town. It's the name of the community. And so, this will be the Courage community, but it'll have its own zip code.

Vice Chairman Branham stated he would like to thank Mr. Martin, the mayor of Fort Lawn for recognizing the importance of this new industry and given them the benefits of being incorporated in that area. And I just like to say thank you to them and that community because it will be a large asset to the Fort Lawn community and to Chester County.

Councilman Vaughn agreed he was delighted to have a new unincorporated area in his district and a new name to be one of his favorite names in the future "Courage." Vote 5-0 to approve.

3. Adjourn-Councilman Wilson motioned to adjourn, second by Councilman Killian. Vote 5-0 to adjourn.

Time: 9:10 am.

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

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

Chester County Council does hereby determine that the distribution of the Local Option Sales Tax shall be as follows:

Property Tax Credit Fund: 100% refunded to taxpayers of the County as a credit

County Revenue Fund: 100% retained by the County for current operating needs

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

Enacted and approved this ____ day of _____, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wylie Frederick
Interim Supervisor, Chester County

Attest:

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

First Reading: 8-16- 2021
Second Reading: 9-7- 2021
Public Hearing: 9-20- 2021
Third Reading: _____, 2021

Chester County, South Carolina

percent of the revenue the first year
to roll back taxes and by 1995 it must

to have the church used as a polling
place.

simply to inform the public and get
out the vote.

ABSENTEE BALLOT
Official Ballot
CHESTER COUNTY SOUTH CAROLINA
November 2, 1993
Absentee Precinct
COUNTY REFERENDUM

NO: 000

Initials of Issuing Officer

CHESTER COUNTY, SOUTH CAROLINA
November 2, 1993
Absentee Precinct
Official Ballot
COUNTY REFERENDUM

SAMPLE

REFERENDUM QUESTION:

Must a one percent (1%) sales and use tax be levied in Chester County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Chester County area?

INSTRUCTIONS: To VOTE IN FAVOR OF THE REFERENDUM make a Cross "X" in the square marked "YES"; to VOTE NOT IN FAVOR OF THE REFERENDUM make a cross "X" in the square marked "NO"

YES

NO

Tax

FROM PAGE 1

county, the total tax credit would be \$165.70. The total tax bill on a \$50,000

one way to determine if Local Option is worth the expense.

'Pot sweetened' for tax vote

By GLINDA PRICE-COLEMAN
News Director

Chester County Council, in a surprise move Thursday morning, voted to use 100 percent of the revenue from the Local Option Sales Tax to

rd to set ar audit

ome discussion and some major decisions on the part of the board, Robbins said. The administration will give the board several options to use in setting millage.

Last year, the board set the millage based on a 93 percent collection rate even though collections over the past few years had averaged between 94 and 95 percent. This year, Robbins said that the trustees will look at several options, in-

go toward reducing property taxes if the issue is approved by voters on Nov. 2.

Meeting in special session, the subject of the sale tax surfaced following a lengthy discussion of the proposed \$90 annual solid waste fee and also the \$15 vehicle fee now in its second year. Councilman Marvin Waldrep raised the subject, commenting on how the Local Option Sales Tax (LOST) could "soften" the effect of all the county fees that are on the horizon.

"I have had a number of calls from people who have said that they would be more willing to support the Local Option Sales Tax if 100 percent of that revenue was going to be used to rollback the taxes," Waldrep said.

He initially questioned why 100 percent could not be used, to which County Supervisor Carlisle Roddey said he was under the impression that the law did not allow more than 75 percent to be used for rollback purposes.

Council was able to determine, however, that 100 percent of the revenue from LOST could be used and Waldrep's motion to do so. Voting in favor were Councilmen Waldrep, Bunny Guy, Tom Hamilton, and Buddy Martin, and Supervisor Roddey. Councilmembers Anna Dowd and Archie Lucas were absent.

Just prior to that motion, Guy made a motion that the Council once again "strongly endorse and do what

they could to promote" passage of the Local Option Sales Tax issue on Nov. 2. Those councilmen present was also unanimous on that vote as well.

There are seven counties that will be voting on the LOST issue on Nov. 2. Three of those counties — Richland, Lexington, and Florence — have already voted to use 100 percent of their revenue from LOST to roll back property taxes in their counties.

A chart was published in Wednesday's issue of this newspaper to help citizens calculate the amount of tax money they could save or not save if the Local Option Sales Tax is passed. However, with Councilman chang-

Please see LOST, Page 7

911 preparations steer county

Ordinance No.2021-11

Enacted and approved this ____ day of _____, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Dr. Wylie Frederick
Interim Supervisor, Chester County

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina

First Reading: 9-7- 2021

Second Reading: _____, 2021

Public Hearing: _____, 2021

Third Reading: _____, 2021

Chester County, South Carolina

SCHEDULE

Addition to Exhibit A-1 to
Master Agreement Governing the York-Chester Industrial
Park dated as of December 31, 2012, as amended,
between Chester County and York County

The following parcels of land located on or near Highway 21 (Catawba River Road), Fort Lawn, Chester County, South Carolina, as described in more detail in that certain Survey for E. & J. Gallo Winery and R&V Title Agency and Chicago Title Insurance Company prepared by March E. Mills, SCPLS 10779, dated June 4, 2021, and recorded in the Office of the Clerk of Court for Chester County, South Carolina in Plat Cabinet E, Slide 96, at pages 2 and 3 on June 14, 2021:

(a) All of TM No. 165-00-00-058-000 containing approximately 408 acres (“Parcels 1 and 1a”) and TM No. 165-00-00-055-000 containing approximately 57 acres (“Parcel 2”);

(b) a portion of TM No. 165-00-00-080-000, containing approximately 83 acres (“Parcel 3a”);

(c) all of TM No. 165-00-00-066-000, containing approximately 31 acres (“Parcel 4a”);

(d) a portion of TM No. 165-00-00-065-000, containing approximately 26 acres (“Parcel 5a”);

(e) a portion of TM No. 165-00-00-091-000, containing approximately 75 acres (“Parcel 7a”); and

(f) a portion of TM No. 165-00-00-079-000, containing approximately 475 acres (“Parcel 10a”).

Ordinance No.2021-11

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

I, the undersigned Clerk to County Council of Chester County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 20__, _____, 20__ and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Karen Lee
Clerk, Chester County Council

Dated: _____, 2021

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-12**

**ADOPTING THE REQUIREMENTS OF THE SOUTH CAROLINA
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT;
CREATING UNIFORM REQUIREMENTS FOR THE COUNTY'S
EXECUTING AND DELIVERING DEVELOPMENT
AGREEMENTS; AND OTHER RELATED MATTERS.**

WHEREAS, the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) finds:

- (a) the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning;
- (b) assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services;
- (c) because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public;
- (d) public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period;
- (e) land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development;
- (f) development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project;
- (g) development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State;
- (h) it is the intent of the County Council to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development;
- (i) this intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and this Ordinance; and

ORDINANCE NO. 2021-12

- (j) this Ordinance must be regarded as supplemental and additional to the powers conferred in the County and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clause above.

Section 2. *Adoption of State Law.* The County hereby adopts and incorporates into the County Code, the Act, including all findings and requirements.

Section 3. *Development Agreement Requirements.* In addition to any requirements for a valid development agreement as contained in the Act, the County adopts the list of requirements as contained on Exhibit A, which is incorporated herein by reference as if set out in this Ordinance in its entirety.

Section 4. *Development Agreement Approval Process.* Prior to the consideration by the County Council of any proposed development agreement, the County Planning Director in consultation with the County attorney shall ensure the form, terms, and provisions of the proposed development agreement are consistent with the Act and the requirements of this Ordinance.

Section 5. *Additional Provisions.*

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

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

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

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

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

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

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Chair, County Council
Chester County, South Carolina

[SEAL]

Attest:

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


First Reading: September 7, 2021
Second Reading: September 20, 2021
Public Hearing: October [], 2021
Third Reading: October [], 2021

EXHIBIT A
DEVELOPMENT AGREEMENT REQUIREMENTS

- (A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.
- (B) the duration of the agreement which must comply with section 6-31-40 of the Act.
- (C) a representation by the developer of the number of acres of highland contained in the property subject to the agreement.
- (D) the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.
- (E) the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height.
- (F) a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.
- (G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.
- (H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.
- (I) a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.
- (J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.
- (K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals.
- (L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement.
- (M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both.
- (N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement.


ORDINANCE NO. 2021-12

- (O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply.
- (P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement.
- (Q) a provision for periodic review, consistent with the provisions of the Act.
- (R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of the Act.
- (S) a provision that the developer, within 14 days after the County executes the Agreement, will record the Agreement with the County Clerk of Court.
- (T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the developer.
- (U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable.




chester development association

Economic Development Status Report September 15, 2021



Choose CHESTER
Chester County Economic Development

1




chester development association

Current Project Status

New Industrial Projects

2021 Capital Investment ranging from: \$2.5M – \$70M
Job Creation Ranging from: 0 – 110

<u>Project Status YTD</u>					
2021	YTD	Declined	Open	YTD Lost	YTD Win
Direct	42	0	44	10	2
SC Commerce	9	0	7	2	0
CLT Alliance	22	18	21	6	0
I-77 Alliance	5	1	9	0	0
Duke Energy	0	0	5	0	0
TOTAL	78	19	86	18	2



Choose CHESTER
Chester County Economic Development

2

chester development association		Current Project Status			
Open Projects		Leads		YTD-2021	
Direct	44	51%	Attraction	72	92.3%
SC Commerce	7	8%	Expansion	5	6.4%
CLT Alliance	21	24%	Retention	1	1.3%
I-77 Alliance	9	10%	TOTAL	78	
Duke Energy	5	6%			
TOTAL	86				
Announcements – YTD-2021					
Feb	P2054	Alliance DriveAway Solutions	\$4,500,000		10 jobs
March	P2040	Arc Energy Services	\$5,000,000		45
March	P2058	Covalent Chemical LLC	\$2,050,000		17
June	P1930	Unique Loom	\$0		150
June	P2038	E&J Gallo	\$423,000,000		496
July	P2120	Boral Stone	\$0		50
July	P2053	Last Step Recycling	\$46,000,000		50
August	P2053	Morcon Tissue	\$1,300,000		9
TOTAL			\$481,850,000		827 jobs




3

chester development association		Current Project Status			
Year to Date by Sector:		All Open		YTD-2021	
Manufacturing	49	57%	46	59%	
Trade/Recycling	2	2%	0	0%	
Distribution	8	9%	7	9%	
Technology	1	1%	2	3%	
Office/Headquarters	1	1%	1	1%	
Service/R&D	2	2%	3	4%	
Product Development	21	24%	18	23%	
Other	2	2%	1	1%	
TOTAL	86		78		



4



Current Project Status


Top Industries*

- All Open


Food & Beverage	13 projects	23%
Transportation & Warehousing	7	12%
Metal & Metal-Related Products	5	9%
- YTD-2021

Metals & Metal-Related Products	7 projects	13%
Food & Beverage	7	13%
Transportation & Warehousing	5	10%

*Excludes Other, including Product Development




5



Current Project Status

Year to Date by Investment Range:	All Open		YTD-2021	
< \$2.5 million	5	13%	5	15%
\$2.5 - \$5 million	4	11%	5	15%
\$5 - \$10 million	8	21%	6	18%
\$10 - \$50 million	10	26%	6	18%
\$50 - \$100 million	6	16%	6	18%
\$100 - \$150 million	4	11%	4	12%
\$150+ million	1	3%	2	6%
Unknown	48	-	44	-
TOTAL	86		78	

Year to Date by Jobs Range:	All Open		YTD-2021	
None	10	17%	10	19%
< 10 jobs	4	7%	5	9%
11 to 50 jobs	16	27%	12	22%
51 to 100 jobs	9	15%	10	19%
101 to 200 jobs	9	15%	5	9%
201 to 500 jobs	5	8%	8	15%
500+ jobs	6	10%	4	7%
Unknown	27	-	24	-
TOTAL	86		78	



6

Gateway Conference Center
3200 Commerce Drive, Suite C
Richburg, SC 29729
803-789-0014



QUARTERLY REPORT

SUMMARY

REPORT DATE	PROJECT NAME	PREPARED BY
09/15/2021	Quarterly Report	Kimberly Starnes

FREE EVENTS SUMMARY

COVID-19 had a noticeable effect on free event requests. Due to social distancing, the number of rooms/size of rooms increased, which caused the value of each free event to increase. Technology requests also increased due to groups using ZOOM or MS Teams to connect with larger groups. Gateway staff provides free events with the same level of service paid events receive such as setting up tables, chairs and technology; on-site troubleshooting and COVID sanitation. Events using the parking lot and the inside restrooms also received COVID sanitation.

Monthly free events are HR Roundtable, CDA, Boy Scouts and the I-77 Alliance. Gateway also provides meeting/event space to Economic Development projects when needed.

Currently any entity requesting a free event, including our partners such as the Sheriff's Office and the Chamber of Commerce, must complete a charitable request form that is signed off on by the county supervisor. As we move forward, free and/or regular event requests should be viewed strategically. The first consideration should be costs, not only rental but labor and supplies. Gateway is the most expensive rental facility owned by the county. Spreading free events out among the county's rental facilities can ensure that the costs associated with free events is distributed evenly.

Return on investment also needs to be a consideration with free events. Factoring in the benefits to the community are important. Holding an event with tourism or advertising value will provide a larger return on investment than a regular monthly community meeting. Free events at Gateway should be viewed as an opportunity to introduce Chester County to groups who may not be familiar with the area. Large events (paid and free) also have tourism benefits which are shared among the Gateway, local hotels and restaurants.

It is time to look at how we award charitable requests and update the procedure. I have put together a report on how we can more equitably distribute free events among the Gateway Conference Center and the Chester Memorial Building and put a cap on the organizations which are awarded free events the most. Looking at the value to the county when it comes to free events is also included in the updated procedure suggestions.

FREE EVENTS OVERVIEW- 2020

PAID EVENTS	EVNT TOTALS
23	\$141,453

FREE EVNTS	EVNT VALUE
38	\$88,276

The difference in value between paid events and free events (not counting in monthly meetings, public hearings, sponsorships or county business) is \$53,177. If B14 had not rented the Grand Ballroom for a month, we would have given away more than we rented.

MNTHLY EVNTS	VALUE	YRLY VALUE
4 (per month)	\$1,800	\$21,600

Monthly events include CDA, Boy Scouts, Chamber's HR Roundtable and I-77 Alliance. Due to COVID these groups did not meet monthly. When they did meet it was not in their usual space. Moving forward all monthly meetings will meet in Meeting Room C, which is \$450 or the L & C Conference Room, which is \$210.

SPONSOR EVNTS	EVNT VALUE	TECH REQ'D
TruVista	\$1,280	YES
MUSC	\$2,400	YES
L & C Railroad	\$210	NO

PRKG LOT EVNT	BATHROOMS?	# of EVNTS
CCSD Graduation	YES	1
Hazel Pittman	YES	1
COVID Testing	YES	11
Trunk or Treat	NO	1
Carolina Poly	YES	1

FREE ORG.	# of EVNTS	MULTI ROOMS?	TECH?	RENTAL VALUE
CC Sheriff	5	YES	YES	\$35,060
Chester PD	7	NO	YES	\$11,166
Chamber.	3	YES	YES	\$8,416
CC Arts Council	1	YES	YES	\$8,391
AA Cultural Brkfst	1	NO	YES	\$6,150
Catawba Regional	1	NO	YES	\$5,000

Above are the groups requesting \$5,000 or more in free rentals in 2020.

EVENTS OVERVIEW- JANUARY – SEPTEMBER 2021

PAID EVNTS (JAN-SEP)	EVNT TOTALS
26	\$77,113.50

FREE EVNTS	SPONSOR	ECON DEV	CC BUSINESS	TOTAL FREE
23	3	15	5	44
\$47,307	\$6,270	\$25,147	\$6,464	\$85,188

Free events exclude monthly meetings, sponsor, economic development, and Chester County business. The difference in value between paid events and free events (excluding sponsors, ED and county business- county business includes public hearings) is \$24,560.50. This is not including the value of the monthly meetings, many of which have resumed.

MNTHLY EVNTS	VALUE	YRLY VALUE
4 (per month)	\$1,800	\$21,600

Monthly events include CDA, Boy Scouts, Chamber's HR Roundtable and I-77 Alliance. Due to COVID these groups did not meet monthly. When they did meet it was not in their usual space. Moving forward all monthly meetings will meet in Meeting Room C, which is \$450 or the L & C Conference Room, which is \$210.

SPONSOR EVNTS	EVNT VALUE	TECH REQ'D
TruVista (2)	\$3,870	YES
Founders (2)	\$4,800	YES

FREE ORG.	# of DAYS	MULTI ROOMS?	TECH?	RENTAL VALUE
CC Sheriff	39	YES	YES	\$29,233
Chamber.	2	YES	YES	\$7,200
CC Arts Council	1	YES	YES	\$9,188

Above are the groups requesting \$5,000 or more in free rentals per year. These events always request technology as well. Pricing does not reflect multi-room discount.

ADVERTISING SUMMARY

Gateway Conference Center spent \$1,300 to do a paid word search to increase rentals. The paid search ran from mid-July to the end of August. During this time the Gateway had 27 tours and/or walkthroughs. Tours are customers who have not seen the building previously. Walkthroughs are when an existing customer returns to plan the room layout. They often bring someone with them at this appointment that has not currently seen the building, so walkthroughs often provide the opportunity to showcase the building to someone new. As a result of the tours/walkthroughs, we had eight new rentals and the average cost of each rental was \$3,232. The plan is to next do social media ads on LinkedIn and Facebook.

CORPORATE / MULTI-DAY SUMMARY

Economic Director, Robert Long and Gateway events coordinator, Kimberly Starnes started a push this summer to bring in more events, particularly corporate events that are multi-day or multi-year. A summary of the total advertising efforts is noted above. The multi-day/multi-year event results are below. We have created a form for these multi-day/year agreements but are waiting on verbiage approval from Joanie.

MULTI-DAY/MULTI-YEAR VALUE

NAME	AMOUNT OF TIME	TOTAL RENTAL
Organization	Once per year/3 years	\$14,940
Corporation	6 rentals total from 2021 - 2022	\$14,400
Organization	1 rental/3 days	\$20,136

GOOGLE RATING

The Gateway Conference Center
3200 Commerce Dr # C, Richburg, SC

4.6 ★★★★★ 151 reviews

People often mention: All, wedding 10, area 3, room 3

Sort by: Most relevant, Newest, Highest, Lowest

Tracey Barnette
2 reviews · 3 photos
★★★★★ a year ago
My experience at Gateway was beautiful!! It started off rough with Conv19 in the way. But in the end everything turn out beautiful!!!! Thanks Kimberly for being so patient and kind to us.

Colin Wilson
Local Guide · 86 reviews · 4 photos
★★★★★ a year ago
This is the 2nd time here. They've enlarged it which really helps. All the restrooms are much larger and spottless. A wonderful facility.

Darlene Graham
22 reviews
★★★★★ 3 days ago · NEW
Beautiful place for an event

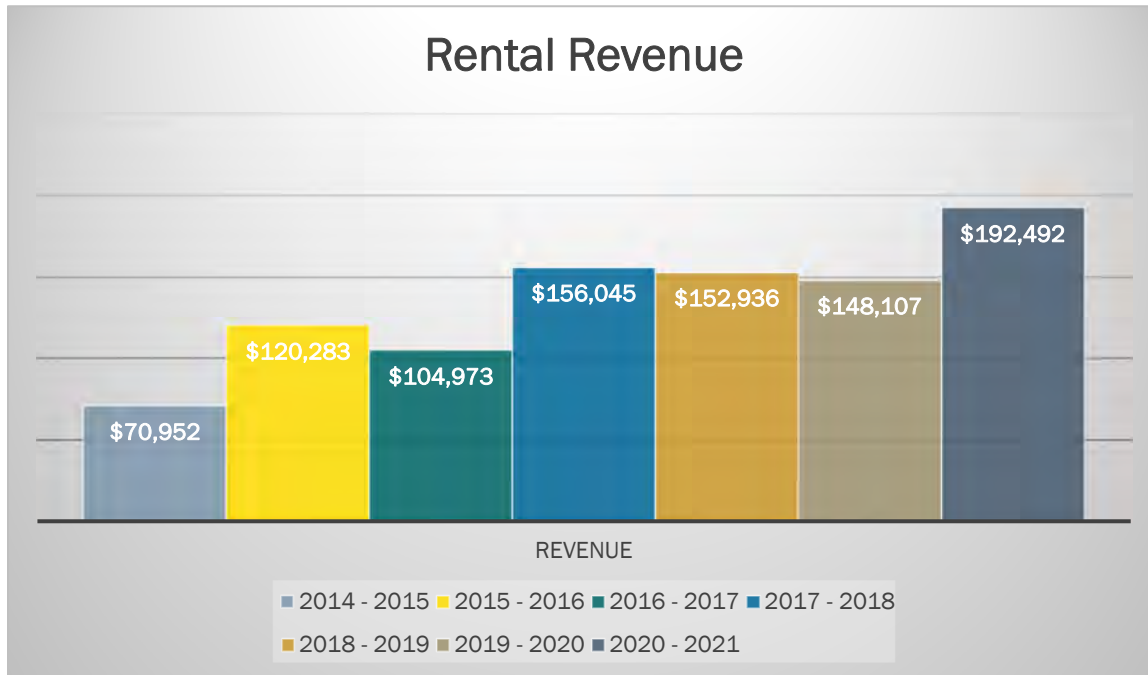
Shamika Foster
1 review
★★★★★ 2 years ago
We are very pleased with the service that we received from Kimberly and her staff. She is very accommodating and went above and beyond her way to make sure that we were please with their service. Highly recommend the Gateway Conference Center for any event specially a wedding. The communication was great and she helps the bride as much as possible with communicating with the vendors. Thanks for the great services and experiences. #SoegarsWedding2018#

Jay Keefer
Local Guide · 74 reviews · 13 photos
★★★★★ 2 years ago
Beautiful facility! Had a wedding with 85 guests, and everyone remarked how nice and convenient the place was. Kimberly the manager is great to work with, and the price is excellent for such a large and lovely place.

Response from the owner 3 years ago
Thank you for your kind rating.

Tynne Sanders
2 reviews
★★★★★ 5 years ago
My daughter's wedding reception was held at the Gateway in Richburg on Saturday, January 9, 2016. It was a wonderful experience. Kimberly was exceptional in making sure that we were on the same page as preparations were made. We reserved this venue Feb of 2015. Everything was exquisite. Kimberly made sure that everything was done per contract. My husband and I highly recommend the Gateway for whatever event you may have.

PROFIT SUMMARY



One year after Kimberly became a full-time employee in August of 2014 revenue increased 69.5%. After that point revenue never fell below \$100,000 and after 2017 revenue stayed around \$150,000, even though in 2019 the ballroom was shut down for five months due to renovation. In 2020 the building was closed for four months due to COVID, but revenue was increased 30% over the previous year.

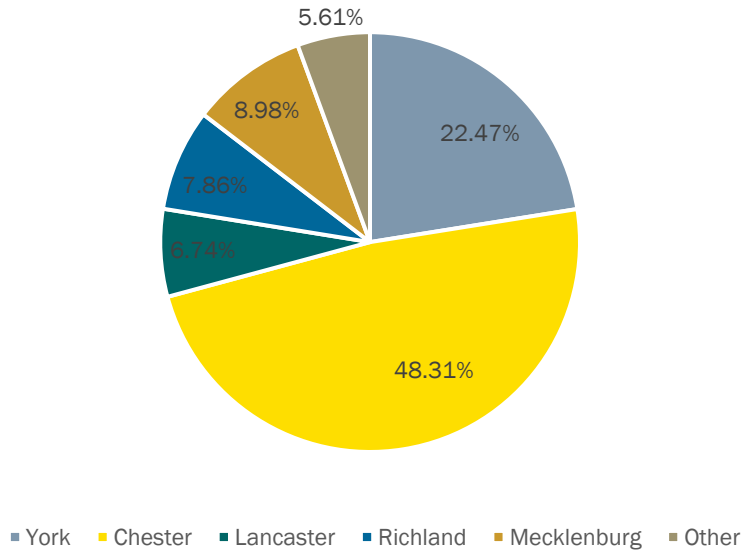
It is also important to note that due to Kimberly's partnership building the following groups return either once a year or multiple times per year. The relationship with these groups has been nurtured throughout the years and the partnerships were retained during the COVID pandemic. Most of the groups with annual events affected by COVID-19 postponed until the next year.

SCVCS
Master Gardeners of York County
Dojo Organization
Jones Hamilton
Duke Energy
National Wild Turkey Federation
The Kulture (fashion show)
Mega Moose Board Game Convention

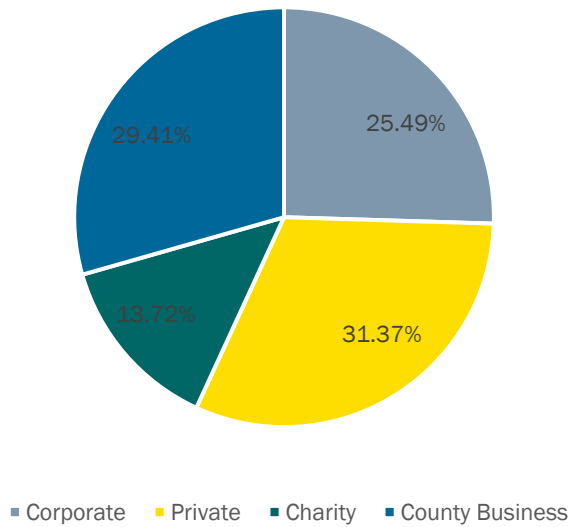
Richburg Child Development Center
Stay, Pray, Live (3-day event every other year)
Boise Cascade
Outlaw Enterprises
Carolina Poly
The Fellas
Outokumpu
Zimmer Biomet

EVENT AND VISITOR SUMMARY

2019 Visitor Counties

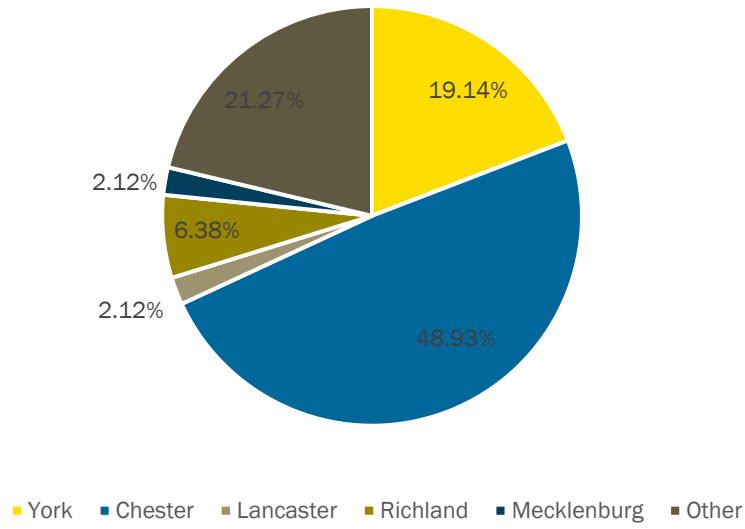


2019 Event Types

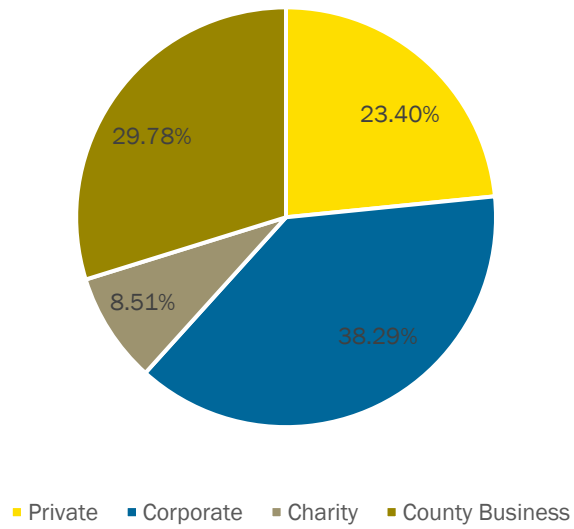


Explanation: Private includes birthday parties, weddings, reunions, etc. Charity is fundraising events. County Business includes the Sheriff's Office, Arts Council, Chamber of Commerce, and School District.

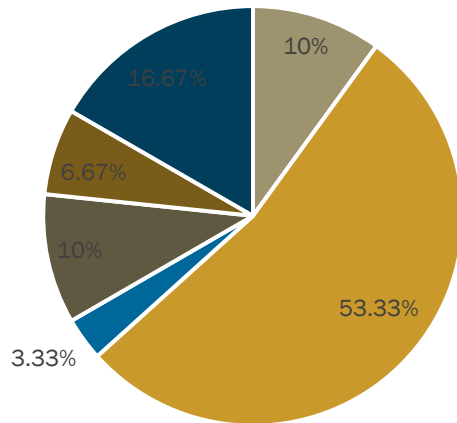
2020 Visitor Counties



2020 Event Types

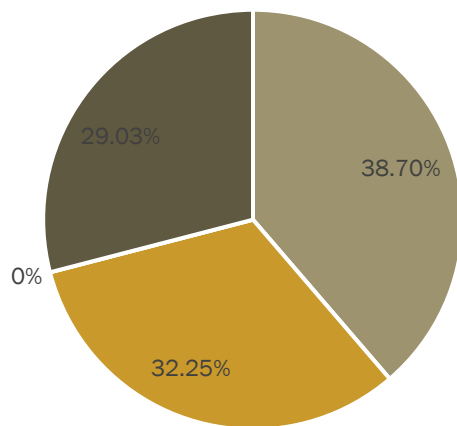


2021 Visitor Counties



■ York ■ Chester ■ Lancaster ■ Richland ■ Mecklenburg ■ Other

2021 Event Types

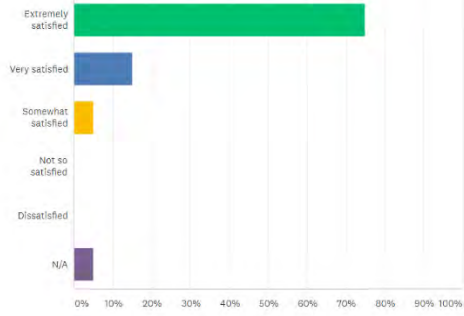


■ Corporate ■ Private ■ Charity ■ County Business

SURVEY RESULTS 2020

Ease of renting

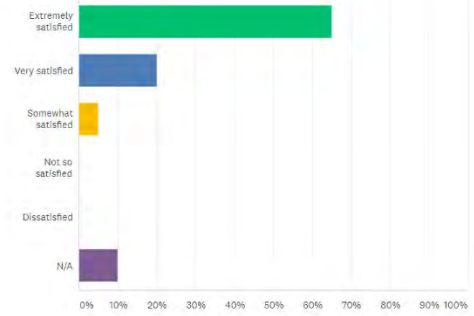
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES
Extremely satisfied	75.00% 15
Very satisfied	15.00% 3
Somewhat satisfied	5.00% 1
Not so satisfied	0.00% 0
Dissatisfied	0.00% 0
N/A	5.00% 1
TOTAL	20

Planning and Setup

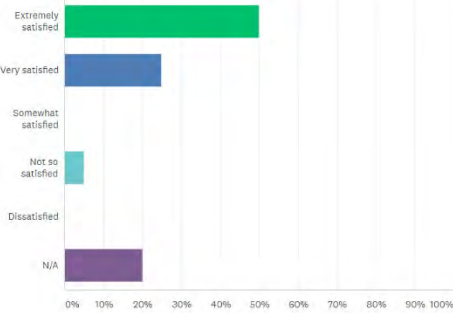
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ANSWER CHOICES	RESPONSES
Extremely satisfied	65.00% 13
Very satisfied	20.00% 4
Somewhat satisfied	5.00% 1
Not so satisfied	0.00% 0
Dissatisfied	0.00% 0
N/A	10.00% 2
TOTAL	20

Audio Visual

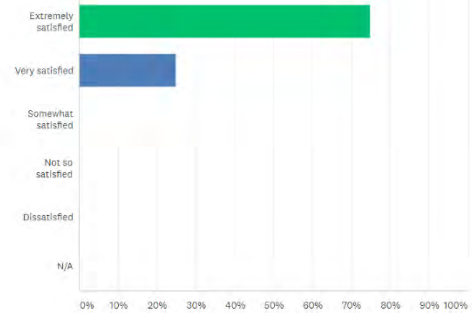
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES
Extremely satisfied	50.00% 10
Very satisfied	25.00% 5
Somewhat satisfied	0.00% 0
Not so satisfied	5.00% 1
Dissatisfied	0.00% 0
N/A	20.00% 4
TOTAL	20

Cleanliness

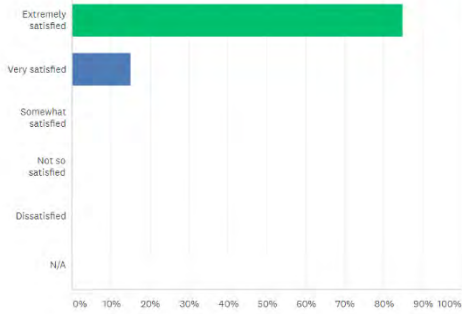
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES
Extremely satisfied	75.00% 15
Very satisfied	25.00% 5
Somewhat satisfied	0.00% 0
Not so satisfied	0.00% 0
Dissatisfied	0.00% 0
N/A	0.00% 0
TOTAL	20

Gateway Conference Center staff

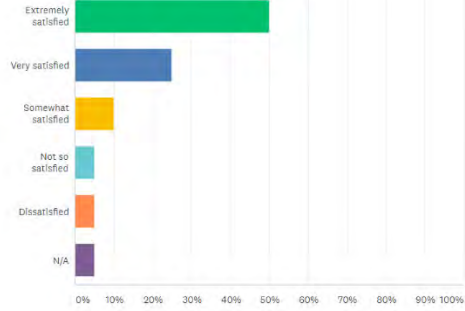
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extremely satisfied	85.00%	17
Very satisfied	15.00%	3
Somewhat satisfied	0.00%	0
Not so satisfied	0.00%	0
Dissatisfied	0.00%	0
N/A	0.00%	0
TOTAL		20

Value for price

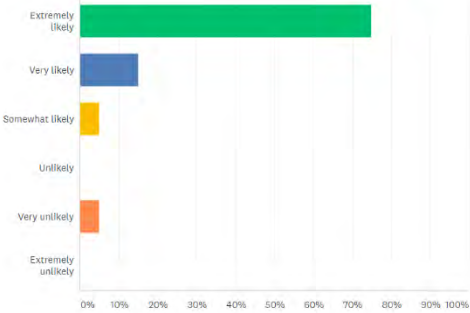
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extremely satisfied	50.00%	10
Very satisfied	25.00%	5
Somewhat satisfied	10.00%	2
Not so satisfied	5.00%	1
Dissatisfied	5.00%	1
N/A	5.00%	1
TOTAL		20

How likely are you to recommend Gateway Conference Center to others?

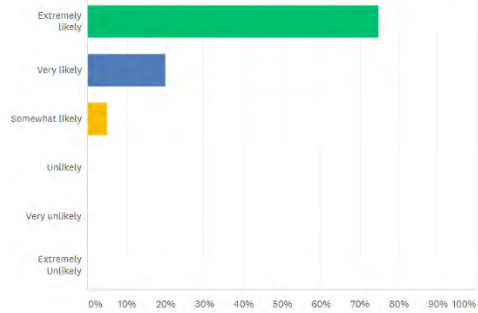
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extremely likely	75.00%	15
Very likely	15.00%	3
Somewhat likely	5.00%	1
Unlikely	0.00%	0
Very unlikely	5.00%	1
Extremely unlikely	0.00%	0
TOTAL		20

How likely are you to use Gateway Conference Center in the future?

Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extremely likely	75.00%	15
Very likely	20.00%	4
Somewhat likely	5.00%	1
Unlikely	0.00%	0
Very unlikely	0.00%	0
Extremely Unlikely	0.00%	0
TOTAL		20

Showing 11 responses

- the initial pricing was too high but by working with the staff the price was reduced which made it feasible. The cost has prevented us from using your facility in the past. Also, having to empty the trash cans after a business meeting was not good. I do not have to "take out the trash" at other venues.
12/4/2020 9:26 AM [View respondent's answers](#) [Add tags](#)
- Kimberly the Gateway is a beautiful facility and it is always a pleasure working with you. Thanks for all you do. Take care and Merry Christmas!
12/2/2020 2:29 PM [View respondent's answers](#) [Add tags](#)
- The professional team at The Gateway provided excellent customer service as well as great amenities and spacing to allow for social distancing as we continue to operate in the atmosphere COVID 19 Pandemic.
12/2/2020 2:01 PM [View respondent's answers](#) [Add tags](#)
- Kimberly does an excellent job with organizing events for us-- we have several events there each year.
12/2/2020 12:39 PM [View respondent's answers](#) [Add tags](#)
- N/A
12/2/2020 11:35 AM [View respondent's answers](#) [Add tags](#)
- The Gateway Center staff is very helpful and works to ensure that all of your needs are met.
12/2/2020 10:59 AM [View respondent's answers](#) [Add tags](#)
- This venue is extremely over-priced!
12/2/2020 10:31 AM [View respondent's answers](#) [Add tags](#)

Showing 11 responses

- Thanks for always looking out for your county's not-for-profits. So helpful!
12/2/2020 10:26 AM [View respondent's answers](#) [Add tags](#)
- Unfortunately, due to the COVID-19 pandemic we were not able to convene as scheduled. The process was extremely easy. The customer service was awesome. The atmosphere was warm and welcoming. The spaces were clean and inviting with updated technology equipment. Thank you for allowing us the opportunity to use the Gateway facility.
12/2/2020 10:24 AM [View respondent's answers](#) [Add tags](#)
- Great staff - very helpful and knowledgeable! Beautiful facility and a real asset to Chester County
12/2/2020 10:15 AM [View respondent's answers](#) [Add tags](#)
- The new addition is beautiful.
12/2/2020 10:15 AM [View respondent's answers](#) [Add tags](#)

Karen Lee

From: [REDACTED]
Sent: Monday, August 16, 2021 8:16 AM
To: Karen Lee; Joanie Winters; Wylie Frederick
Cc: Robert Long; jmccall@carolina-development.com
Subject: Winchester development agreement
Attachments: Winchester Development agreement proposed included terms.docx

Good morning, Karen!

As requested by Council, attached is our development agreement for the Winchester project. Please have the County review and reply with any questions or comments –

Thank you,

Sara Shirley, PLA
Senior Planner

 **AMERICAN**
Engineering
(o) 704.375.2438 ext.121
(d) 704.749.1021
(f) 704.332.9361
www.American-EA.com

“Winchester” development agreement proposed included terms:

General Criteria:

- 1) No homes will front on main boulevard. The boulevard will provide a central median and landscape easement.
- 2) County water and sewer service to be extended to all residential homes and built community uses.
- 3) All homes and built community spaces to be connected to County sewer & water. Sewer lift stations will be provided as necessary.
- 4) Secondary roads to have no more than 200 homes from one entrance.
- 5) Approx 2 +/- acre dedication to Chester County Fire/EMS/Sheriff's departments along Edgeland Road at a location mutually agreed upon by County and developer.
- 6) All residences to pay total fixed impact fee of \$1,500 per single family home at time of building permit
- 7) Minimum 15% parks / green space areas in all residential sections. All residential sections & parks / green spaces to be HOA managed.
- 8) Uses and Densities will be capped as shown on the Conceptual Rezoning Plan.
- 9) Existing trees to remain to the extent feasible and which do not inhibit building or road construction. In all instances, all County & State development requirements including, but not limited to: storm drainage, erosion control, road & right-of-way design, etc. shall be met.

Specific Area Criteria:

Single family:

- a) Uses and Densities will be capped as shown on the Conceptual Rezoning Plan.
- b) Secondary roads to have no more than 200 homes from one entrance.
- c) All single-family homes will have two-car garages, and a minimum 16' wide driveway for off street parking of 2 vehicles.
- d) Medium Density Area: minimum lot size shall be 30 ft wide, 3,700 sq ft, minimum front setback shall be 20 ft, minimum side setback shall be 5 ft (10 ft on corner lot), minimum rear yard setback shall be 20 ft
- e) Low Density Area: minimum lot size shall be 60 ft wide, 7,800 sq ft, minimum front setback shall be 25 ft, minimum side setback shall be 5 ft (10 ft on corner lot), minimum rear yard setback shall be 25 ft
- f) Residential subdivision road rights-of-way shall be 50 ft wide and paving widths shall be as per SCDOT 2017 Roadway Design Manual – Local Roads and Streets section 14.2.4.3



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: 3.16.21 Case # CCMA21-02 Invoice # 3558

The applicant hereby requests that the property described to be rezoned from R-2 to PD

Please give your reason for this rezoning request:

We are submitting this request for PD zone to accommodate a mix of housing opportunities for Chester County

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 814, 531110, 531311

Property Address Information

Property address: Property along Edgeland Road
Tax Map Number: 123-00-00-032-000 Acres: 334 +/- acres

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

PLEASE PRINT:

Applicant (s): Chester Holdings LLC CHESTER LAND HOLDINGS LLC

Address 2627 Brekanridge Centre Drive, Monroe, NC 28110

Telephone: [redacted] cell _____ work _____

E-Mail Address: [redacted]

Owner(s) if other than applicant(s): CLARY SARAH B. BESS BURNS, BURNS-REID, LCA VIRGINIA, LL CO

Address: 34 EASTBRANCH COURT COLUMBIA, SC 29223

Telephone: _____ cell _____ work _____

E-Mail Address: _____

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

DocuSigned by:

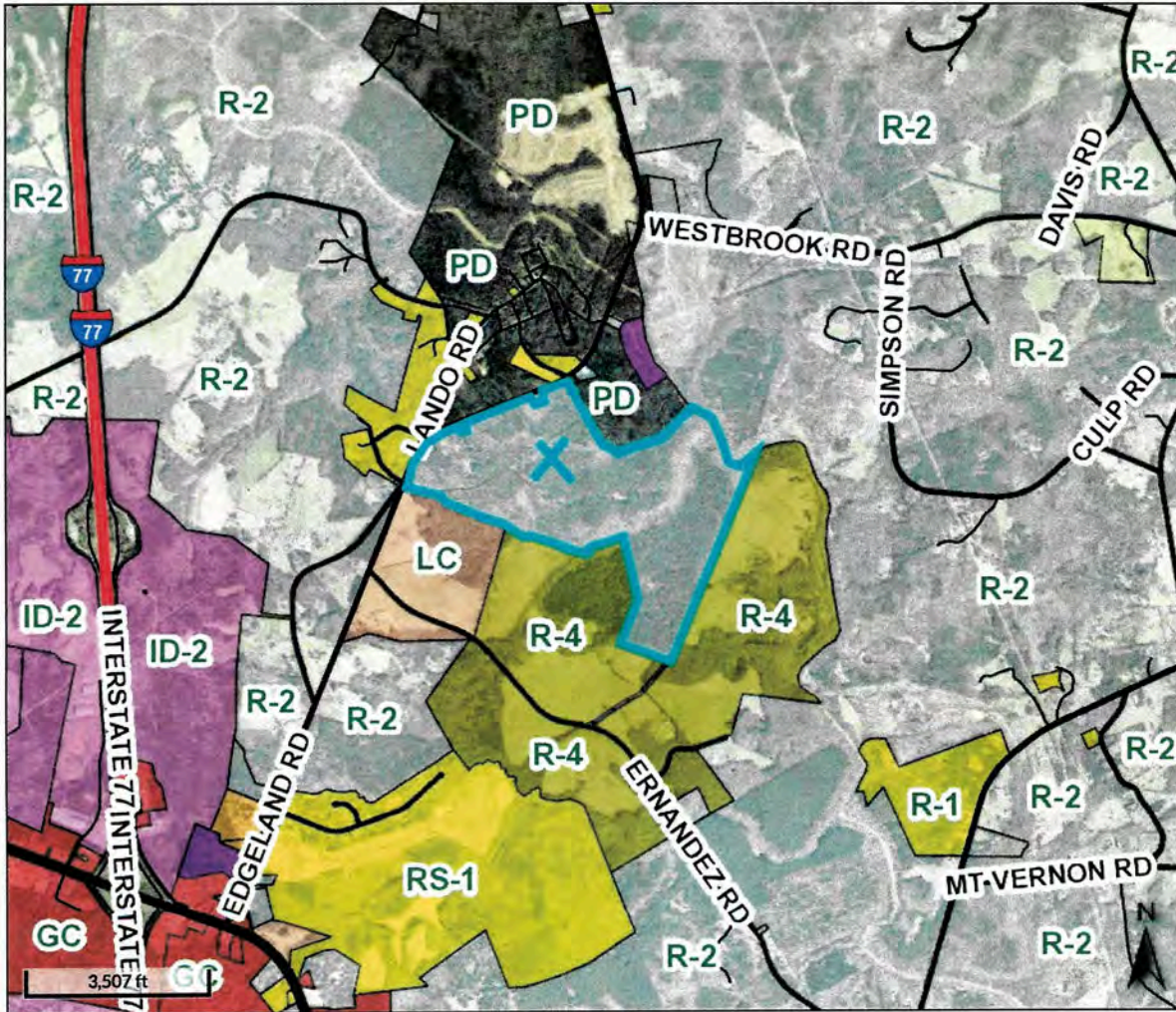
Owner's signature: [Signature] Date: 1/4/2021 | 10:52 AM EST

Applicant signature: [Signature] Date: 1/4/2021

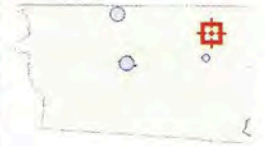
CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.

CCMA21-03; and CCMA21-04 are filed here.

CCMA21-03 withdrew application see attached info 4-1-21



Overview



Legend

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

Parcel ID 123-00-00-032-000
 Sec/Twp/Rng n/a
 Property Address

Alternate ID n/a
 Class LA
 Acreage 328.992

Owner Address CLARY SARAH B - ETAL
 % CHESTER LAND HOLDINGS LLC
 2627 BREKONRIDGE CENTRE DR
 MONROE NC 28110

District 03
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 7/16/2021
 Last Data Uploaded: 7/16/2021 4:14:00 AM

Developed by  **Schneider**
 GEOSPATIAL

CCMA21-02: 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)

Sara Shirley with America Engineering stepped to the podium and stated she is here to represent Chester Land Holdings. Ms. Shirley thanked the commissioners for letting her be here and said they are very excited about this project. I will give you just a little bit of context. I am sure you are very familiar with the site. We are very conveniently located between Chester, Rock Hill and Lancaster. Very easy drives from Hernandez Road and Edgeland Road. It is 336 acres for the one property and the balance 90 some to create 426 acres total.

This is our master plan. This master plan was submitted along with a conceptual rezoning plan. It also provides levels of commitment for the site. In regard to storm water, density controls, community controls, architectural controls, things like that. I wanted to give you a little bit of the vision of the plan first and foremost.

This is very well located along the intersection like I said. The southern half of the property is a Limited Commercial zone currently. The northern half of the property is a R2 zone. In the district Gateway Plan, there is actually two different zones that is recommended for the property. There is a little bit of the PD district that overrides our property and then some of it is what is called a rural residential. You will see that the existing zoning actually already allows, limited commercial, already allows townhomes and apartments. And the residential R2 district already allows for single family detached homes. So, one of the things we wanted to stress about the rezoning is that we are not actually asking for a change in use in any of these zones. But just for the flexibility in lot sizes. We understand that there is a great need for housing in Chester County. And a great need of housing for people all across all age groups, all across all income sectors. We are trying to meet all the needs of people that we can on the site by providing a mix of apartments, townhomes and single family detached lots. Even within the single family detached we will have different lot sizes, depending on the desires of the people. All of these will be for sale units except for the apartments which will be, of course, for rent at market rate.

So, our vision. Winchester offers a master plan residential community with high quality homes. We will have at least an HOA if not multiple HOA's. As part of the neighborhood, we have a tree lined boulevard that will go through the center of the site, through the center of the single family detached homes. Off of that boulevard we are going to have little neighborhood pockets. Little enclaves, so that you have got a smaller neighborhood within the whole. So, it does not feel like one large.... It is one large community, but it is several sub communities within the whole. Each one of these little enclave neighborhoods will have their own pocket parks. We have worked with the land in order to protect all the natural features that are on site. We are looking to provide buffering along the creek. And we are looking to make sure that we take care of all the stormwater control. So, anything that will drain off of our site we will treat and protect before it goes back into the earth.

Some of the multiple family, multiple housing options, the apartments, and townhomes, we are even going to offer one- and two-story homes to help that market cover empty nesters looking for master downs. People that are looking for smaller homes, and people looking for larger homes for

their big families. So, we have got all of our traditional design elements into this. The smaller enclaves, tree lined boulevards, pocket parks. We are going to have a club house and a pool to help serve the single family detached and the townhomes as part of that. And then the apartment community will have its own amenity package as well. There is an economy of scale that comes in, the more homes that you can have in a community means better amenities, more in the amenity package because it helps spread the HOA cost amongst more residents. It helps keep those HOA maintenance cost down. This is a long-time investment. We understand there... we are gearing for about two thousand homes over the span of ten to fifteen years. We are looking in providing an investment with the community. We are all Carolina born and raised and we are looking to make sure that we bring the best product that we can to Chester County. We are very excited about it because we know once we are here, we are going to be here for the long run. All of the infrastructure improvements that will be required as part of this plan, roadway improvements, water and sewer expansion, storm water improvements. All those would be responsibilities of the developer to finance, install and maintain.

One of the questions we had asked, we actually held a voluntary community meeting as part of this. You will hear some of the community members tonight. We wanted to do this as a way to reach out to the community before we came before the Planning Commission and the County Council to help hear, we want to listen and hear what the citizens have to say, and we want to make sure we are meeting the goals of the county. Four of the themes of the Gateway district that we feel we can support as part of this neighborhood are creating destination, connecting nature and advancing infrastructure. And most important, and probably the less obvious one is creating destination. Number one in the Gateway District Master Plan is the availability of additional housing and the quality of existing and future housing are important components of the continued growth and prosperity of the Gateway District. So, we feel we can meet that goal by providing variety of home choices for all of our age groups and incomes. High quality houses for all of those home choices, and meeting more market needs and housing demands through all those choices.

We are meeting the goal of connecting nature by providing all of our natural features, access to all of our nature features on site through pedestrian networks, walking trails, pocket parks, access down to the creek, sidewalk connections. We really want people to get out and about and really experience nature and have the opportunity to do so.

Lastly, advancing infrastructure. The existing infrastructure needs to be improved in order to continue the growth of the county. Our property is actually labeled as an undeveloped piece of property. And, as such is considered by the Gateway district an infield development. So, one of the goals is all of the infrastructure providers in the Gateway district support the growth and future development. The regulatory agencies are with them and working with them throughout the process to make sure all of the goals and regulations are met. We will be providing infield development for this undeveloped land. Providing access to water and sewer and the expansion of the existing system. And access to major roads, such as Edgeland Road and Interstate-77. And again, all of the infrastructure improvements that we are providing as part of this will be developer funded.

Lastly, I just want to reiterate, we are here to provide homes for families. Active adults. Young adults. We are here to help meet that housing need. Even driving down tonight I see all of the now

hiring signs for all of the industry. And industry is a major sector of the county. And I know that people are looking for homes to live here so that they do not have to commute in from outside. So, some of the amenities, I just want to go through really quick. Just some traditional amenities we want to offer as part of this, seating areas, playgrounds for the kids, walking trails, swimming pool, dog parks, dogs are important to our residents as well. Some of the homes that we offer, this is just a very small sampling to give you guys an idea of the quality of the homes we are looking at committing for here. We have single family detached products. We work with a range of national and retail home builders. So, it is not limited to just one builder. We will have a couple different builders as this whole packet. And some of our townhomes and apartment communities.

So, for that, I am just here to answer questions. I am happy to answer anything the commission has, or neighbors, and I will be available.

Chairman Raines asked the commissioners if anyone had any questions. Commissioner Grant asked in your homeowner's association, I am suspecting you are going to have some restrictions for each style neighborhood, is that correct? Ms. Shirley said yes sir. So, we will probably have a main HOA and if we need to have any sub HOA's as part of that, like if there is an age targeted or an age restricted community as part of that, they will have their own separate HOA. But yes, the HOA would be in place to make sure that all of the maintenance is taken care of, all of the open spaces are taken care of and fees are collected. Commissioner Grant said so eventually the company is going to take care of all the entry ways when you first start and then turn it over to the HOA. Is that correct? Ms. Shirley said correct. Usually what happens is the developer will have a fund that will help start up the process until there is enough homes to start putting the fees back into the HOA. So yes, that will be taken care of from day one. Commissioner Grant said my next question is water and sewer are already located on Edgeland Road? Ms. Shirley said yes sir. We have confirmed with both Chester Wastewater Authority and Chester Metropolitan. There is a 24-inch force main that runs along Edgeland for sewer availability and there is a water main, I forget the size right now, but there is at least a 12-inch water main that runs along Edgeland. Commissioner Grant said so sewer and water are available, Ms. Shirley said yes.

Commissioner Howell asks, the sewer plant that is there, do you have an idea how much more you are going to add to that sewer plant or are y'all planning to help pay for additions to that sewer plant? Ms. Shirley said yes, currently there is capacity that is available at ultimate build out, if we do get to the 2,000 homes that we are goaling, that we are trying to get to, that would require some upgrades to the treatment plant. But we are in conversations with the Chester Wastewater Authority who is working with AECOM to put together the master plan for the whole project. They are very supportive, and they understand that this is part of the process. Any upgrades that would be required as part of putting our neighborhood on the system we would pay for. Commissioner Howell then ask what about the Fire Departments, the burden that you are going to add to them, have you been in any discussions with those about what they would need to accommodate you? Ms. Shirley said with the tax base increase and the revenue stream that would come as part of the neighborhood we would be putting taxes back into the system obviously to help pay for the fire and police improvement. Commissioner Howell said you are building almost a small city for a volunteer fire department. Ms. Shirley said understood.

Vice Chairman Smith had a question about the density on your stand-alone houses. What are the range we are looking at per acre? I am not talking about the flood plans, the buildable acres. Ms. Shirley said I have not calculated that but most of our single-family homes reside on the 336 acres. Right now, our goal is about 1,500 homes. So that works out to be about 5 units per acre. You can correct me if you have a calculator. One of the commitments that we have as part of this plan is that we are going to cap the density at 6 units to the acre. And that includes the apartments and the townhomes. So, the apartments and the townhomes help drive up that density sort of artificially. So, the single family, as another commitment we have as part of this, at least 50% of the total homes will be single family detached homes. That is in the designing plan. Vice Chairman Smith says so the numbers you are giving me is for the entire parcels? Ms. Shirley said oh no I'm sorry, so for the entire parcel, 426 acres including the second parcel to the South of us, the density cap would be 6 units to the acre. Which at maximum if we could possibly build out, which we are not realistically being able to get to would be 2,400 homes. Vice Chairman Smith then asks is that a deal breaker as far as a limit on that? Ms. Shirley asks a limit on.....Vice Chairman Smith says if we lower it? Ms. Shirley said no, because we understand that real site conditions will dictate what we can actually build on site. Things like the grading cost for what it would take to put a house on a steep slope for instance. Most of the time, we like to avoid walls, so, if that means dropping a lot or moving a road to adjust for that. Realistically we would make sure it works. The numbers work basically.

Commissioner Williams ask how many square footages would each house have? Ms. Shirley said we have not determined that but on average it is anywhere from 1,500 to 2,000. And it might go up depending on the size homes that get put... we are putting a lot of our larger lots along the perimeter of the property. Those homes could be anywhere from 2,500 to 3,000 and up.

Commissioner Howell asks the distance between your homes in your paperwork states the sides would be three feet. Ms. Shirley said that would be at very bare minimum. At minimum we would have six feet. Usually, we do about ten feet between the homes. Commissioner Howell asks can that be put on your PD that it would be a minimum of ten? Commissioner Howell asks staff if that is something we could do? Ms. Shirley ask to change the commitment? Director Levister said that would be something we would do at the preliminary plat procedure. Right now, all we are doing is trying to get the rezoning, once we present the plat then y'all can make the recommendations of what you would like from what they present to the county. Commissioner Howell said from what I understand, most of this property where she is putting the townhomes and the apartments is already zoned for that, correct? Ms. Shirley said it is the LC. Director Levister said it is Limited Commercial. No, Ms. Shirley corrects him. The larger parcel is zoned R2. Limited Commercial is 96 acres. Commissioner Howell ask the 96 acres is where you will be putting the apartments and townhomes. Ms. Shirley said yes sir. Commissioner Howell said that is already zoned for that, correct? Ms. Shirley said correct. Commissioner Grant said I assume that will be the first one to built out, right? Ms. Shirley said no, we actually are planning on possibly looking at the single family detached. Just because we have a lot of nice road frontage, and we know that is where the majority of the need is now. Multi family and townhomes would come later on. Our goal right now is to start with the single family detached. Commissioner Grant asked if any executive style homes would be there, 3,000 or more feet? Do you have plans for that? I know you are not prepared to speak about a plan right now, but is that the plans? Ms. Shirley said we have plans to put the larger lots, like the executive style houses on the site, yes sir.

Commissioner Walley asks up to six houses per acre? Ms. Shirley said at the very maximum. What that means is that we cannot build over that. And most likely the actual number will come down.

Commissioner Howell asks the majority of the property where the single homes are going to be built, is zoned R2 now. Ms. Shirley said yes sir. Commissioner Howell asks staff what can they build now with water and sewer on R2, it has to be two acres? Director Levister said correct. Ms. Shirley said in the R2 zoning it actually specifies that an R2 zoning is only applied to areas where water and sewer is not available. So, because water and sewer is available at the site it actually helps justify smaller and flexible lot sizes.

Chairman Raines states it looks like your drawing shows two entrances and exits. Is that correct? Ms. Shirley said we have got more. Actually, we will have two for the smaller little parts and the third is the main thoroughfare along Edgeland. And then there will be an entrance, at least one entrance for the apartments and townhomes. I apologize, there are actually two on Hernandez Road. Chairman Raines asked if that was discussed with the Fire Department about emergency access, more than one exit? Ms. Shirley said as part of this we will have to do a TIA. And in that TIA we will have to deal with Chester County Fire and Police and SCDOT. SCDOT has preliminarily seen this plan. They actually told me I could eliminate an entrance if I wanted to, but I kept it on for now. Chairman Raines said they estimate the road can handle the traffic. Ms. Shirley said yes, absolutely yes. What we will do as part of this is, most likely what will happen as part of the traffic impact analysis is, we will need to install left and right turn lanes. And it will take a look at all the intersections around that we are affecting as part of the neighborhood, and if there are any off-site improvements we would be required to install or pay for this as well. Chairman Raines says that would be paid for by you, the developer? Ms. Shirley said yes.

Commissioner Howell said, my other question, and it will be my last, the trash situation there. You are right there at the recycle center, it is pretty much maxed out at this time. Do y'all plan to contribute to the county to get improvements there for this many homes? Ms. Shirley said we have not had any discussions about it. Normally what we do with our neighborhoods is provide a private trash pickup. We would definitely work that out as part of the development. Commissioner Howell said so the homeowner association will have a trash service? Ms. Shirley said usually, yes sir.

Vice Chairman Smith asked a question about the roads. On 901, I actually drove down there today, there are two developments that have already broke ground. Of course, everybody knows how it has been raining every day, there is silt just going down the road. Who is responsible for fixing that and cleaning it up? Ms. Shirley said that would be part of the erosion and sediment control plan. That is responsibility of the contractor on site to make sure that all the measures are in place like the fencing to make sure the silt does not fall on the road. And then if there is a violation, an inspector would come out from DHEC to take care of that. They usually have inspectors so if there is something that is not working properly, it would be the contractor's responsibility to clean up. Vice Chairman Smith said that is good. It is just a concern for me because I see it a lot. I am not saying that some one is not doing their job. I hate to see silt going down the road. That road. Farm road. Ms. Shirley said well usually those things are very heavily regulated. They would get fines if they were not. Hopefully, someone will come out and check on that, and get it fixed soon.

Chairman Raines asked if anyone had any further questions. There were none.

Chairman Raines asked if any member of the public wished to speak in favor of this request. There were none.

Chairman Raines said I have a list of ten or twelve people or so that are all opposed to it. I'm going to exercise the authority to not let everyone speak because we will be here all night typically hearing the same thing, so. I'm going to give you fifteen minutes and appointment five speakers and I am going to give you three minutes each to present your issues and everything. If you could get a spokesperson.

A member of the audience spoke up and said you just gave her twenty-five minutes to thirty and we can't all speak. You are not going to let us all speak. Chairman Raines said as far as I am concerned, that was input of what is going on. She was just presenting the case. This is public comment. I am allowing public comment. My bylaws allow me to restrict it in a case like this and that is what I intend to do. That is almost one speaker for every two that applied.

Off record – giving citizens time to gather speakers for fifteen minutes.

Chairman Raines asked for the first speaker to step to the podium and state your name and address for the record.

Jeff Harris of 4354 Simpson Road, Edgemoor stepped to the podium. My wife and I own Puddle Moon Farm. Our farm is directly across Fishing Creek from the proposed development. We understand Chester County is growing. That is a good thing provided the growth is fair, just and equitable for all stakeholders concerned. We want to ensure the community retains the beauty and quality of life that has made it attractive to so many of us. We strongly oppose the rezoning of the development for three good reasons. Number one, Chester County is already addressing the need for more affordable housing. We all know that. There are 225 apartments at LGI and Lando is going to do another 305. So, that is already being taken care of. Services for wastewater treatment, police, fire and emergency medical service, water and schools would be mitigated. These two developments alone will mean an additional 1,000 to 1,200 vehicles congesting our road. This project once built out would add 5,500 estimated more vehicles. According to Mr. Phillip Thompson King, the director of Chester's Wastewater Recovery on Fishing Creek, he had not heard of the 2,000 homes fourteen days ago. This was new. Mr. King told me that if this development is built out, it will use up all the capacity he has. He also told me they have expanded for the last twenty years three times and has no more capacity for expansion. He said he is landlocked. So, this would take up all the sewage capacity available on that line. The zoning ordinance code 4-131 requires a descriptive statement. That descriptive statement has thirteen requirements. Number eleven says the design standards, procedures and methods demonstrating that this development result in an integrated use district, functional and compatible with the area. We do not believe this project is compatible with our community. Maybe her vision. It is our nightmare. In light of these specific issues, the need for further discussion and study, we respectfully request this property not be rezoned at this time until each item is carefully considered in a mutually agreeable path forward can be determined. Thank you.

Robert Dodson of 3631 Hernandez Road stepped to the podium. My family's property is about 500 feet removed from one corner of the proposed development at the intersection of Hernandez and 901. I grew up in four homes all within two miles of this proposed development. The area in question, I grew up on Wyllie's Mill, on Highway 9. 901, and on Hernandez Road. I am a deacon at Union ARP Church. I am proud to say I have been a member of this community for thirty one of my thirty-three years. God willing, I would like to be a part of this community for the next fifty. I am standing in opposition to this rezoning request. I think others are going to cover some other points on negative impacts, traffic environment and what not. I would like to talk a bit about an agreement with the community. This commission unanimously recommended, and the Chester County Council approved in 2017 the Gateway District Master Plan. It is not gospel. I have got some problems with it. No one gets all that they want. But it is a compromise and agreement with the community for how this area should be developed, how it should grow. Both plots in question for this proposed development are largely designated as rural living. There is a small top corner, the top North corner of that is designated as mixed use. But almost all of this is shown as rural living. No reasonable person would count this as rural living. The tightest any rural living allows is one-acre minimum lot size. Even if this space were all mixed use, this proposal does not match the intent of mixed use in the Master Plan. It is just high density residential. Mixed use is supposed to have some commercial, retail spaces blended together into a plan. This is just packing people in as high density residential. And even then, if this were all designated as mixed use, and that was met, it does not as Jeff mentioned, match and blend in with surrounding rural areas. That is something that is also brought up in the Gateway Master Plan as one of the design standards and requirements for mixed use developments. Its that they are supposed to blend into the surrounding communities. A tree hedge around the edge of a property does not count as blending in with the farmland around us. Approval of this rezoning and development would be a breach of an agreement, and a breach of trust with the community as expressed in the Gateway Master Plan on several points. I please request the planning commission reject this proposal on the strongest possible terms to county council with recommendations to hold off on further development outside of the master plan unless there is an additional detailed investigation that happens over months with all sorts of community stake holders come up with this plan. Thank you.

Chase Catledge of 1047 Four Boys Alley stepped to the podium. I am a pastor of Trinity Baptist Church in Great Falls. I live off Hernandez Road where the development is planning on being. I am opposed to it. I want y'all to understand, I am not opposed to growth. I think a lot of us are not opposed to growth. For me as a pastor, growth is a good thing because I can reach people with the gospel and that is the goal. For two reasons that I am opposed to this is one, the schools. Right now, our schools are overcrowded. My son goes to the middle school in Lewisville, and they have some of the elementary school kids there. Fifth graders, because it is so overcrowded. Another reason is safety. I believe it is a big safety issue. I know as a parent to a middle schooler, when we go to pick up our kids, the line is so long we are out in the main road. The reason for that you know, it goes back again to overcrowding of the schools. What the school has done to adjust that, is they allowed the younger kids from the elementary schools to dismiss early. Because it is a huge safety issue there. Also, when you look at Hernandez Road, there is no way that it is able to hold the traffic that is coming. There is absolutely no way. There was a Fire Fighter that was going to speak that is not able to tonight. He was going to, I am sure, stress the importance in how this is going to affect them, volunteers. So that is a safety concern. I talk to a lot of old timers and they told me years ago before my time there was Lando Landfill that is near where the development is,

if not right on it. It is close, but it goes way back in there and y'all may be familiar with this. They dumped everything back there. Batteries, transformers, oil, cars. It was massive. Talking to several of the folks, the only thing that they know has been removed from there was a couple transformers. Everything else is still there. So, I am not sure how that would be a safe thing to build around. For those two reasons is the reasons I am opposed to this. The schools and safety. So, I just do not think it is a wise decision. I hope y'all would use some wisdom on this and make the right decisions. I would recommend moving it somewhere else at a later date when we are able to support this kind of growth. Thank y'all.

Joss Moss of 3559 Hernandez road stepped to the podium. My family, we own the property directly to the east side of the project. We have three houses on about 230 acres. My wife and I live in one, my brother and his family in one and my Mom in the third. It is a cattle and hay farm. So, I want to say my family and I are not in favor of this proposal. Little background, before moving to Richburg about eleven or twelve years ago we lived in Mecklenburg County in Steel Creek near Carowinds on the old family farm there. My family had been there for about 150 years. When we got married back in 1989, we fully expected to stay there, forever. Soon though, development started coming into the community. Ironically, it was development very similar to what we see proposed here tonight. Apartments, townhomes, houses on very small lots. Very dense subdivisions. From there it did not take long to see where the community was heading. What had once been a very pleasant suburban rural community, a whole lot like Richburg is now, was turning into an environment that we did not want to raise our children in. Our house was broken into a couple times. Cars vandalized. Traffic became overwhelming, so we eventually made a difficult decision to leave. In that relocation process, we looked at property all over. We looked at Chester county, Lancaster, Union, York. Even down at Fairfield county. Finally, we found what we were looking for in Richburg. Now it is true that Winchester would be a substantial financial investment in Chester county. But I think there are investments to have value other than financial. When we decided to make Richburg home, we were also making a big investment. As with a lot of other people you see here tonight have done the same thing. We have made investments of time, family, community, stewardship of the land, our mental quality lifestyle on and on. I believe that intangible investments like these add a lot of value to Chester county as well. These are the kind of investments that create the environment that make people want to be a part of it, not just pass through it. So, I hope you all do not overlook that type of value tonight. So, I understand like some other folks have said, I understand that growth is coming. And I will even agree that growth can be beneficial. But I urge you to consider the quality of the development. The decision you make here tonight could set the time for Richburg, Lando, Edgemoor for the next twenty, thirty years. Think about not just the immediate impact, but what this area will be like in the future. Make the decision tonight that you will be proud of when you drive down 901 twenty years from now will you be able to say that you are proud to have had an influence of what you see down there. To summarize, I believe the proposed is too dense. Too much. Too quick. If you want to see how this type of development plays out, I will be glad to take you on a tour of Steel Creek where we use to live. Or you can go up on 160 and drive down that about 4:30 one afternoon at Fort Mill. So, I am an engineer by profession, I did not have time to talk about other serious concerns I have about infrastructure, environmental impact, and the failure of the project to adhere to the Gateway Master Plan. I think other folks have spoke to that. But I do appreciate your time and attention. Thank you.

Barry Dodson of 3631 Hernandez Road stepped to the podium. We love Hernandez Road. It was always a dream of my wife to have a farm out there, where we go from rental homes. We are a diverse community. We have a family farm. I actually bought my piece of land from John Reid who has the limited commercial track up on 901. The deer population on our track is huge. It is being driven to us by Lennar and the development down toward Highway 9. Those sights have been around for two years, and not the first two by four has been erected. You have a lot of homes there that are planned but nothing has been done. Yes, we have COVID. We have had rain. People are building all over the county but not there. Is there demand? We have been hearing about it for twenty years. One of the Graham brothers bought that land on 901 South. Was going to be another Sun City. It is a waste land. Let's let Lennar build out. And let the development on 901 build out and see if the demand is actually there. There is not a demand for 2,500 homes on Hernandez Road. And besides that, Hernandez Road is dangerous. You come out on 901 from Hernandez there is a five second blind spot there. You cannot get out. They are not going to put a traffic signal there. There is not one at Highway 9 and 901. Try to exit on 223, it is a logging road. Blind curves both directions. And the logging trucks, Adeline Shephard, a member of our church got killed by a logging truck and she is Shepherd Will. The traffic is horrendous. It can not be fixed with this plan. So, what do you want to do? Let me send 2,000 cars by your house every morning at 7:00. They are going to be coming down Hernandez Road. And trying to get to Lewisville schools on 223. This is a nightmare, and it is going to end up killing a kid. So, what can I say? We love this area. We have invested thirty years of our life in our little family farm. We are so happy to have the Moss'. We are so happy to be around the Reids'. We are happy to go by and see David Love and his extended family. These are not rich people. We are not rich people. But we can not handle 2,500 homes on Hernandez Road. It is just now getting improved after twenty years of begging and that has not started yet either. Guys, I have been engineering the Carolinas, registered, for forty years. I know Bailey Patrick. I know Jim Mierfield. I have had dealings with them. This sounds great. But it is not the right place. It is not the right time. Please take your time. Please do not approve this. It is horrendous. Look at it. It is horrendous. Thank you.

Chairman Raines said that closes the public comment portion of the meeting. We have heard a lot of passion on the con side. I think we had a good presentation of what the overall plan is and the timeframe and everything. He asked if anyone had any comments or a motion.

Commissioner Grant had a question for staff. What was the last development that we approved that County Council turned down? Director Levister said the last PD that got turned down was the development behind Victorian Hills. But now it is a special exception for a cluster development.

Chairman Raines said the portions that is already Limited Commercial, they can build on it as it is, correct? Director Levister said Tax Map number 123-00-00-052-00 is already current zoning of Limited Commercial and it will allow residential living on that zoning. Chairman Raines asked including their plans? Director Levister said I would have to check and make sure everything that is in that plan meets that requirements. Chairman Raines said pending approval of the plat. Director Levister said correct. Chairman Raines said I just wanted to make that clear that part of it already meets the requirements.

Commissioner Howell said the way I understand it, the part that meets it is the apartments and the townhomes. Correct? Chairman Raines said yes. Commissioner Howell said so basically once you meet the obligations that the county set before you could build.

Vice Chairman Smith said one of the comments mentioned, Highway 160 in Fort Mill, Indian Land and I am trying to think long term development. When you look at somewhere like Indian Land, SC where you go further north to Indian Trail NC, there is a lot of developments and plan developments of this size and this density. Yeah, they bring short term revenue to the county, which we need. And we do need homes. But the long-term negative side effects that do not add physical value. And also, they do have physical value, but when it comes to things down the road the county is going to have to deal with. The state is going to have to deal with it. There is a price tag involved with that too.

Chairman Raines said I agree it is a lot bigger than you would maybe want to see. But you know, in my opinion, I do not think the government entities and Highway Department and all of those people are going to go and build enough sewer capacity to take care of something like that. They are not going to four lane the road in anticipation of that happening. Then there are always schools. They are always behind the curve. We can't even agree to replace a sixty-year-old school. Money has got to be spent at some point. Impact fees, I do not know what will happen with that discussion, you know as a method of paying for some of this. It could fill some of that gap. But overall, it is just a huge growing pain because you are taking an area and converting it into something that it has never been set up to be. Yes, it is going to look much like the areas you talked about, Indian Trail, Indian Land, if that happens but you know it is by and large, not in my yard, but the people most effective are the people most in that area. The rest of Chester County could get a good bit out of this, potentially. At some point you have to do some things like this if you are going to have places to eat and movie theaters and things of that nature. If people are not here, you do not get the rest of it. So, in my mind, the light of it is at what point does Chester County stop prohibiting stuff like this and start down that road of growing. And by and large the question here is how much is too big to start with. Otherwise, if you are going to grow any, you have got to start down this road. You got to take the first step.

Vice Chairman Smith said I agree with some of what you said but for example in Fort Mill off of 160, all that growth and development, the long term after effect. If you look at the school service. They are in the red big time. The county is paying for that. I mean, everyone is paying for it. Chairman Raines said we have the statistics from some of our training sessions that your money comes from industry and things of that nature, and houses. But you have got to have people. It is a double edge sword.

Commissioner Howell said the impact that this will cause on the road there, 901 right now is in bad shape and needs to be reworked. I drive it. To handle the magnitude of the vehicles that are going to come out of here going to the interstate or going north toward Rock Hill, the bridge is basically a white line to white line bridge up to Fishing Creek, you have a major traffic impact that this would cause even at half the density. Chairman Raines said keep in mind you are talking a longer term build out. Commissioner Howell said this is true and we already have two developments on 901 that have potential for being this big or bigger than this.

Commissioner Walley said if you go back and count the Lando purposed originally years ago for it, that would be three developments. Commissioner Howell said correct. Commissioner Walley then said and then if you count the apartments that are supposed to be on Edgeland Road in the old Ms. Jennings house, there are supposed to be apartments there. That would be four developments off of 901 already before this one. Commissioner Howell said and the houses behind the Gateway. Commissioner Walley said that is not counting Highway 9 development. Cherry Hills, or any of those others. Vice Chairman Smith said they are out there building all over the county, without the rezoning from R2. Houses are springing up. Commissioner Howell said there have been nine built above my house in the past year.

Commissioner Grant said I have one question for Winchester. Have y'all done any developments anywhere else close by? Ms. Shirley said I have a list actually. We have done developments all through Lancaster, York, Union County, so all surrounding. Some of our existing communities that we gave as examples actually for people to go see. We have got Prestwick in Fort Mill. Pikeview which is also in Fort Mill. Edgewater which is in Lancaster. Austen Lakes in York. Roddey Park in Rock Hill. And then over in Monroe we have got Creeks Landing, Greenbrier. Wyntree in Midland. Huntley Glen in Pineville. And Stonebridge in Mineral Springs.

Chairman Raines ask what is the minimum density you can economically stand? Ms. Shirley said it is really an economy of scale. The more homes, especially in terms of what offsite improvements get built and added on to. When you think about the smaller communities, they do not have as much as a financial impact on things like roadway improvements. But with a development of this size, we would actually be required to provide off site roadway improvements. So, improving Edgeland Road, improving Hernandez Road those would be our responsibility to take care of. Chairman Raines said your responsibility, not the state. Ms. Shirley said correct. Chairman Raines asked at what point? Ms. Shirley said the traffic impact analysis is a report that gets generated. SCDOT who owns the roads, they take a look at both of the roads and the intersection and they said you are going to impact it to this certain point so you will need to improve the roads. Providing left and right turn lanes, which will automatically come with an overlay or rebuild of the road. So, there are improvements that, when you have a larger development, they can absorb those cost, and they can actually put more revenue back into the community. Chairman Raines said so you would actually widen the road all the way to Number 9? Ms. Shirley said if SCDOT comes back and said this is what you need to do, we would be required to do it as part of the development. Chairman Raines ask even five years after the fact? Ms. Shirley said yes, most of the time those improvements have to be bonded. And they have to be done before a certain number of building permits are issued for the site.

Chairman Raines then asked what is the density comparatively speaking to the other properties you compare? Ms. Shirley said they are pretty comparable. Most single-family developments these days are about four units to the acre. I'll come prepared to the board to address what the single-family density is verses the apartments and townhomes. Chairman Raines said that makes a difference. Ms. Shirley said townhomes and multi family are always going to be higher than single family just for virtue of more units to the acre.

Chairman Raines asked if anyone had any further questions or comments. We need a motion to work from. Commissioner Grant make a motion to approve the rezoning request as presented; seconded by Commissioner Hill.

Chairman Raines asked staff when we come back and do a preliminary plat, we can limit that density? Director Levister said you can make the changes when it is presented to y'all. That's what they are presenting to the county for the planned development then the Planning Commission can ask to make the changes and then they will have to make the changes and represent it. Chairman Raines ask then at that point we could meet the minimum requirements of the zoning classification or choose to go denser. Director Levister said whatever the Planning Commission's recommendation is to the applicant.

Commissioner Howell said so if it was approved, and got back to us again, we could limit them to two houses per acre? Director Levister said that is y'all's decision as a board. The only thing we are doing tonight is approving the rezoning. And then they have to present the county with a sketch plan to make sure all the requirements are on there and then they will have to pay to come to the board again to the Planning Commission to present their preliminary plat of the development. At that time, y'all can make whatever changes you want to recommend.

Vice Chairman Smith had one last comment, I know she mentioned some other communities we could visit that were similar and if you look at all those areas, they all have one thing in common. A lot of people would say that they were not planned well. It is not just them. There are a bunch of big developments on top of each other that have got negative long-term effects. Commissioner Howell said I will say that I have been in these developments. I have worked in them in my job. I will be honest with you, sometimes my truck and trailer were longer than the lot was wide. And sometimes it was longer than it was deep. Chairman Raines said from a density standpoint it is tight. Commissioner Howell then said there was a comment here about highway 160. If you ever go to Lowes over there, it takes you four and five lights to get out at the most. That is in the middle of the day. It is terrible in the afternoon. Nonpeak traffic time. Commissioner Walley said and that is a four-lane highway.

Commissioner Howell said I understand that we need houses. I don't know if we need this many at this time, in my opinion. Chairman Raines said the apartment portion of it potentially really increases your density, in that required as far as having enough or a whole lot more people in a whole lot smaller area. Even if you busted it up and made the houses on a lot bigger parcel. Commissioner Howell said you are looking at, just figure on 2,400 times three for kids going to school. Commissioner Walley said and that is not counting the other developments. Chairman Raines said the other developments already in the area. Commissioner Walley said on the same highway. Edgeland Road. Mountain Gap Road whatever you want to call it. Commissioner Howell said I mean it is going to be a burden for the county and the taxpayers to keep the support of the facilities they have. The elementary school is overcrowded. The junior high is overcrowded. The high school is overcrowded. And they are not even considering rebuilding at this time. Commissioner Walley then said one thing we have not touched on is the landfill. Is our county going to be able to hold all this building at the landfill? All the trash that will be coming from all these four housing developments being done on one highway. That is a lot. Chairman Raines said obviously the answer to that is we need good planning at the county level to foresee that kind of stuff and plan things, have things in place so that it can become a better situation to match growth

as it goes along because you are never going to get ahead of the curve. You are not going to start ahead of the curve.

Commissioner Grant said I will say one thing. If it is approved, it is going to force the county to do something. Chairman Raines said yes. Commissioner Grant said they will have to do something. They talk about these impact fees and ain't done nothing yet that I know of.

Vice Chairman Smith said we have great examples of what not to do right beside us. I think there is a way we can all win in this situation. We can provide the houses, which the county really needs. We can provide the revenue for the county, the developer, the landowner. We do not have to be like Indian Land and Indian Trail. Chester can do something different and still win. Chairman Raines said to a certain extent. You are never going to go back to the days when houses were built here in the 60's and 70's and it was a fifty-neighborhood housing development on three acres of land. Everything is too pricy for that. The economy of scale is.... you are never going to get that. Other than very small, limited quantities. So, then you are reduced to buying an acre of property, or three acres here or there and building a house. Getting it rezoned. Having enough property to build a house in R2 restrictions. The question to me is can you start this big or do you need to come somewhere in the middle. Obviously, you have got to go somewhere to start down that road. This is pretty large for the first step. If we approve this, then when it comes back, we could say no. not six houses per acre. We could say two. If you thought that was more reasonable then you have a decision tonight to make to approve it and go down that road.

Commissioner Howell said there are some wetlands on the property here. Does that include that in the average, and you would still have dense housing is that correct? You have what, about 100 acres of wet land? Ms. Shirley said yes, how density is calculated is by the gross property acreage by the number of homes. So, yes. Chairman Raines said overall number of acres not usable acres, buildable acres. Ms. Shirley said yes because you start getting into very subjective definitions of what... that is called net density. And that is usually used to determine how much open space is then provided as part of that. So, usually what happens is the traditional way the density is calculated is with a gross acreage and then you provide open space commitments as part of that. Commissioner Howell said even though we would limit the number of houses per acre to say two, if you got one hundred acres it is unbuildable. How much does that put on the other two hundred acres that are buildable. That is the question that I cannot answer.

Vice Chairman Smith said are you asking about the density of the actual buildable minus the wetlands and places you can not build? Commissioner Howell said yes, we do not have that answer.

Commissioner Grant said call for the question Mr. Chairman. We are beating a dead horse to death here.

Chairman Raines said we have a motion on the table to approve the rezoning as it has been presented. We also have a second. No further discussion. Vote was 3-4 to approve. Motion fails. (Chairman Raines, Commissioner Grant and Commissioner Hill approved. Vice Chairman Smith, Commissioner Walley, Commissioner Williams and Commissioner Howell opposed)

To: Chester County Council
From: Chester Land Holdings LLC
Date: May 12, 2021

RE: Winchester neighborhood commitments and concessions

As part of the rezoning application, the development team commits to:

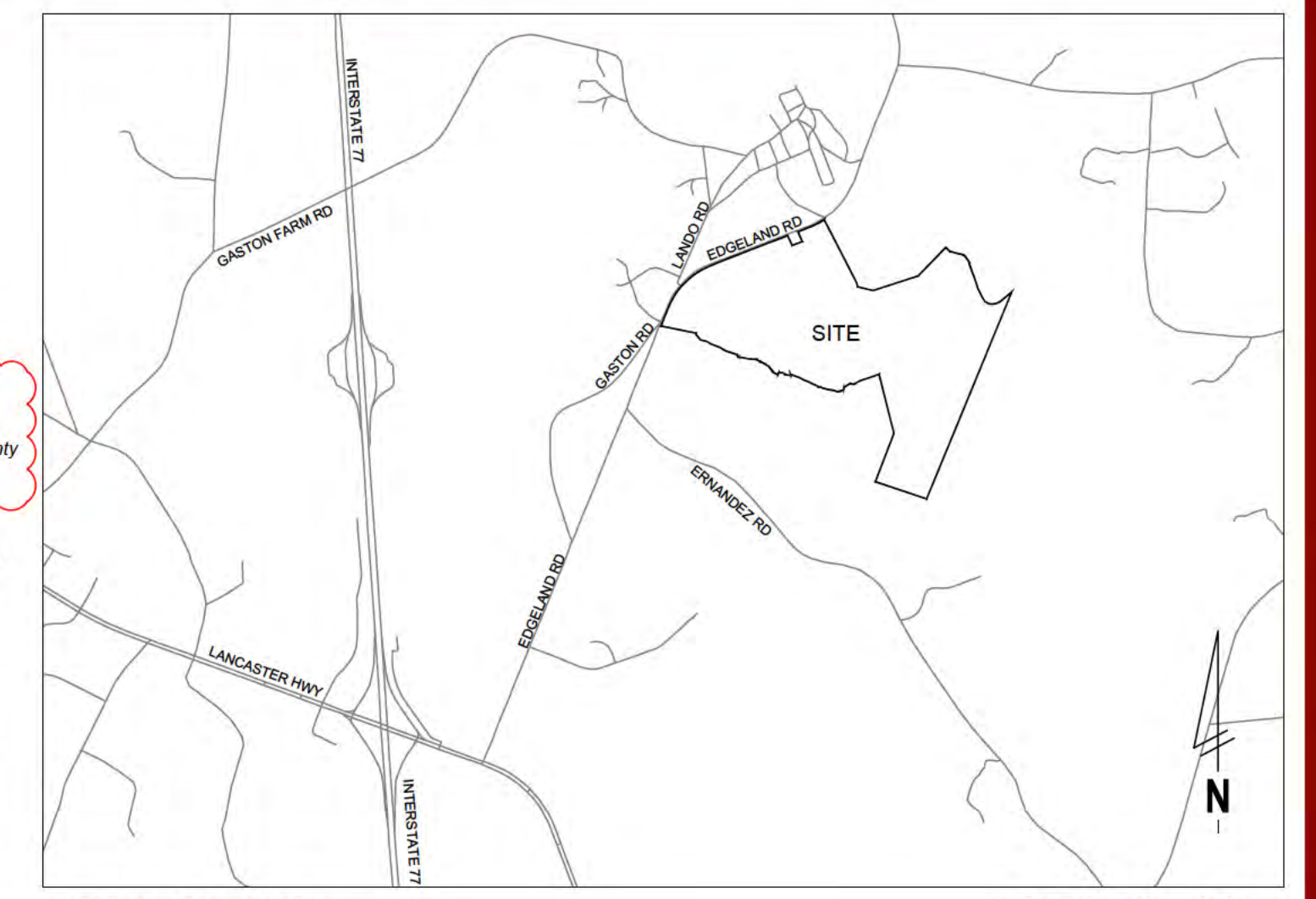
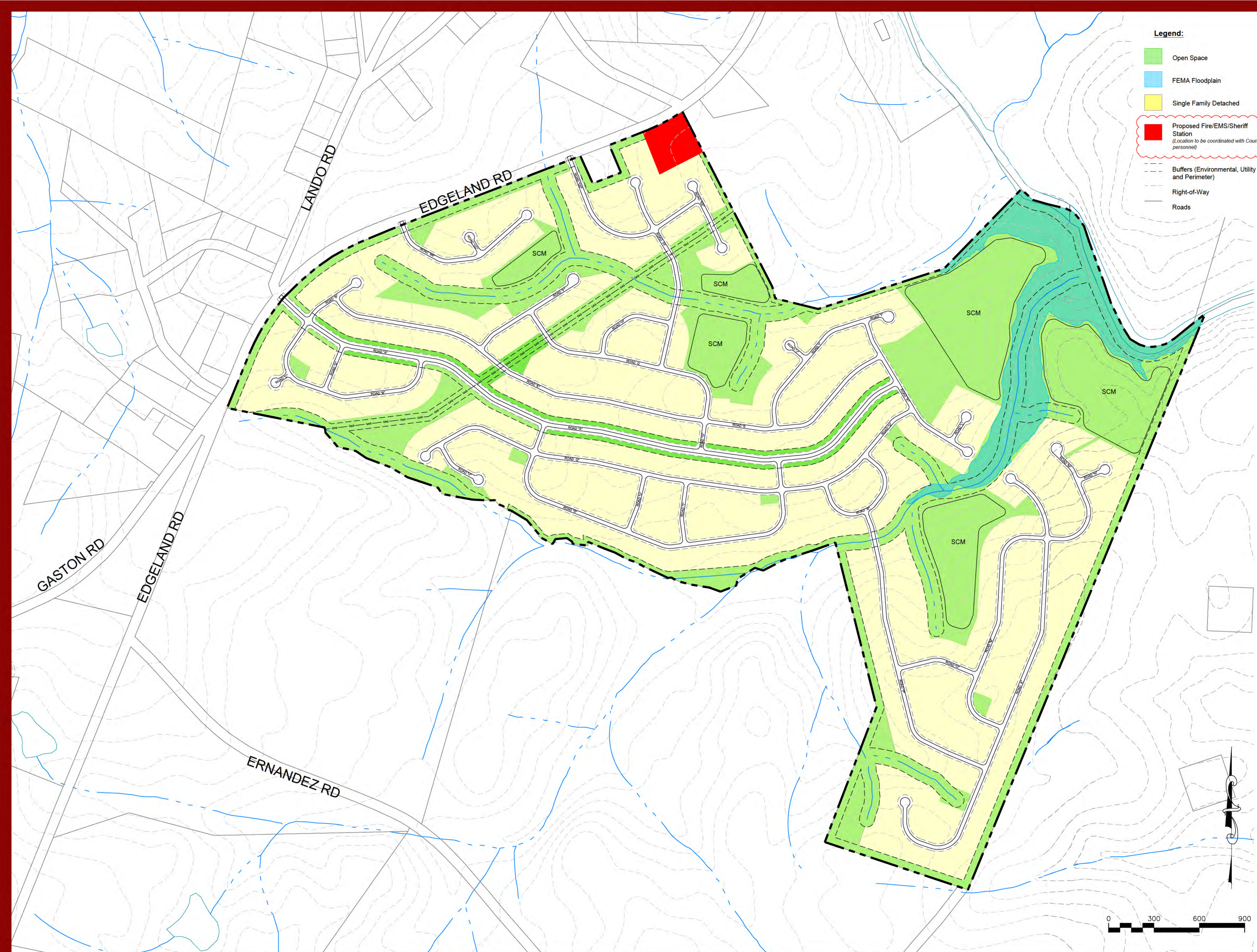
- Building a high-quality residential community to include 1,150 single-family detached dwellings and their associated accessory uses.
 - Minimum lot size: 2,700 SF
 - Minimum lot width: 30'
 - Minimum yards
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Maximum structure height: 35 feet when permitted by fire regulations
 - Accessory structures shall be consistent with the principal building in material, texture, and color
- Providing access locations to the site subject to review and approval by SCDOT and/or Chester County.
- Providing internal public streets designed, constructed and maintained to SCDOT standards. Public streets will be owned by SCDOT.
- Providing a Traffic Impact Analysis prior to site plan approval. Requirements placed on the site by SCDOT and County review will be incorporated as necessary.
- Meeting parking requirements as per Chester County's Zoning Ordinance Chapter 5, Art. IV Parking
- Complying with applicable local and State standards for environmental impacts, avoidance and/or buffering. All local and state regulations regarding erosion and sediment control and stormwater management will be designed and incorporated into the site plan at time of site plan submittal.
- Depicting a conceptual landscaping plan showing proposed landscaping, perimeter buffering and/or existing tree cover. All local regulations regarding required landscaping will be followed.
- Providing amenities, amenity areas and open spaces as conceptually shown on the Conceptual Rezoning Plan that will be owned and maintained by an HOA. Amenities may include but are not limited to: Clubhouse and pool, pocket parks throughout the neighborhood, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog park, trails.
- Screening as shown conceptually on the rezoning plan to meet the standards as set forth in Chester County's Zoning Ordinance Chapter 5, Art. III Landscaping
- Providing signs to meet the standards set forth in Chester County's Zoning Ordinance Chapter 5, Art. V Signs
- Providing the architectural character associated with the building(s) to be located on the site as generally depicted in the Vision Book are included to reflect the architectural style and quality of the building(s) that will be constructed.

- Committing to acceptable facade materials may be: masonry materials such as brick, hard stucco, stone or tile materials. Cementitious (panel, siding, trim & battens), (e.i.f.s), and vinyl. New materials to the market proposed for exterior use are acceptable pending compliance with the architectural character.
- Phasing the development of the neighborhood.
- Dedicating 2± acres of land along Edgeland Road, location to be coordinated with County personnel for use by Fire, EMS and Sheriff departments.
- Committing to Street widths will be sufficient to allow fire apparatus to travel with on street parking.
- Providing hydrants will be provided within 500 feet of any structure and no more than 800 feet apart.
- Providing hydrants will be provided with Stortz connections.
- Providing minimum side setbacks are 5-feet, Developer will ensure 1500 GPM flow is provided for the water system serving the property. System will be improved as necessary to ensure the required flow. This requirement could be reduced if spacing between homes is greater.

In response to City Council requests, we have specifically:

- **Reduced Single family homes from 1,500 to 1,150**
- **Increased side yard setbacks**
- **Committed to Fire department request for 2+/- acres of land along Edgeland Road**
- **Committed to design/updgrade the water system servicing the neighborhood to meet the 1,500 gallons per minute water flow to site requirement**
- **Met other Fire department requests to provide hydrants and desired internal street widths.**
- **Worked with Chester County Wastewater Recovery to secure sewer capacity assurance in approved unit increments**

We are currently reaching out to Council to address any further requests, questions and concerns to meet Chester County's needs.



LOCATION MAP SCALE: 1" = 3,000'

- Legend:**
- Open Space
 - FEMA Floodplain
 - Single Family Detached
 - Proposed Fire/EMS/Sheriff Station
(Location to be coordinated with County personnel)
 - Buffers (Environmental, Utility and Perimeter)
 - Right-of-Way
 - Roads

- A. General Provisions**
- A.1. These development standards form a part of the Conceptual Rezoning Plan associated with the rezoning petition filed by Chester Land Holdings LLC to accommodate the development of a residential community on an approximately 328.9 +/- acre site located on the east side of Edgeland Road, north of its intersection with Ernandez Road, as shown on the Conceptual Rezoning Plan. The Conceptual Rezoning Plan is comprised of Tax Parcel Nos. 123-00-00-032-000 and 123-00-00-078-000.
 - A.2. The development of the site will be governed by the Conceptual Rezoning Plan, these development standards and the applicable provisions of the Chester County Zoning Ordinance and Chester County Land Development Regulations.
 - A.3. The development as depicted on the Conceptual Rezoning Plan is schematic in nature and intended to depict the general arrangement of uses and improvements on the site. Exact locations of internal roads, lots, building, stormwater measures, amenity locations, etc. will be determined at time of site plan submittal.
 - A.4. Topographic contours and streams shown were obtained from USGS Edgemoor and Catawba Quadrangle maps.
 - A.5. Base information was obtained from Chester County GIS.
 - A.6. Floodplain information was obtained from FEMA FIRM Map Nos: 45023C0113C and 45023C0094C
- B. Permitted Uses and Lot Information**
- B.1. The site will be developed as a residential community to include single-family detached dwellings and their associated accessory uses.
- C. Lot Standards:**
- Single Family Detached: 1,150' ±
 Minimum lot size: 2,700 SF
 Minimum lot width: 30'
 Minimum yards:
 Front: 20'
 Side: 5'
 Rear: 20'
- *Amount shown is approximate. Actual number of units to be determined at time of site plan submittal.*
- D. Transportation and Site Circulation**
- D.1. The placement and configuration of the vehicular accesses to the site will be as generally depicted on the Conceptual Rezoning Plan subject to modifications required for approval by SCDOT and/or Chester County.
 - D.2. The site will be served by internal public streets and may also be served by internal private drives and/or alleys. Adjustments to the locations of the internal public streets and the internal private drives and/or alleys that respond to actual site and environmental conditions will be allowed during the site plan process.
 - D.3. Public streets will be designed and constructed to SCDOT standards. Public streets will be owned and maintained by SCDOT.
 - D.4. A Traffic Impact Analysis is required by Chester County prior to site plan approval. Requirements placed on the site by SCDOT and County review will be incorporated as necessary into the site plan at time of site plan submittal.
 - D.5. Off-street parking and loading requirements will meet the standards set forth in Chester County's Zoning Ordinance Chapter 5, Art. IV Parking
- E. Environmental**
- E.1. The site will comply with applicable local and State standards for environmental impacts, avoidance and/or buffering.
 - E.2. All local and state regulations regarding erosion and sediment control and stormwater management will be observed and incorporated into the site plan at time of site plan submittal. Exact location and sizing of stormwater mitigation measures will be determined at time of site plan submittal.
- F. Landscape, Open Space and Signage**
- F.1. A conceptual landscaping plan showing proposed landscaping, perimeter buffering and/or existing tree cover is included with the rezoning package. All local regulations regarding required landscaping will be observed and incorporated at time of site plan submittal.
 - F.2. Amenities, amenity areas and open spaces as conceptually shown on the Conceptual Rezoning Plan would be owned and maintained by an HOA. Amenities may include but are not limited to: Clubhouse and pool, pocket parks throughout the neighborhood, seating areas, landscaped areas, playgrounds, open muli-purpose lawn spaces, dog park, trails.
 - F.3. Screening as shown conceptually on the rezoning plan will meet the standards as set forth in Chester County's Zoning Ordinance Chapter 5, Art. III Landscaping
 - F.4. Signs will meet the standards set forth in Chester County's Zoning Ordinance Chapter 5, Art. V Signs
- G. Architecture**
- G.1. Where practical, buildings shall be oriented towards the internal street system to reinforce the streetscape.
 - G.2. Maximum structure height: 35 feet when permitted by fire regulations [not applicable to church spires, belltowers, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]
 - G.3. Accessory structures shall be consistent with the principal building in material, texture, and color.
 - G.4. The architectural character associated with the building(s) to be located on the site as generally depicted in the Vision Book are included to reflect the architectural style and quality of the building(s) that will be constructed. Actual building(s) to be constructed and the nature and/or location of the building elements may vary from these illustrations as long as the general architectural concept and intent shown is maintained and heights of any buildings above heights specified are not increased.
 - G.5. Acceptable facade materials include but are not limited to the following: masonry materials such as brick, hard stucco, stone or tile materials. Cementitious (panel, siding, trim & battens), (e.i.f.s), and vinyl. New materials to the market proposed for exterior use are acceptable pending compliance with the architectural character.
- H. Phasing:**
- H.1. Phasing will be established at time of site plan submittal. It is anticipated this site will have more than one phase. Phases may overlap as reasonable.
- I. Fire:**
- I.1. Developer will dedicate 2± acres of land along Edgeland Road, location to be coordinated with County personnel for use by Fire, EMS and Sheriff departments.
 - I.2. Street widths will be sufficient to allow fire apparatus to travel with on street parking.
 - I.3. Hydrants will be provided within 500 feet of any structure and no more than 800 feet apart.
 - I.4. Hydrants will be provided with Storz connections.
 - I.5. As minimum side setbacks are 5-feet. Developer will ensure 1500 GPM flow is provided for the water system serving the property. System will be improved as necessary to ensure the required flow. This requirement could be reduced if spacing between homes is greater.



April 14, 2021

Sara Shirley
American Engineering
8008 Corporate Center Drive, Suite 110
Charlotte, NC 28226
P: 704-375-2438
E: sshirley@american-ea.com
[Sent via email]

Reference: Winchester – Chester County, SC

Subject: Transportation Engineering Services Agreement

Dear Ms. Shirley:

Ramey Kemp & Associates Inc. (RKA) is pleased to provide you with this Transportation Engineering Services Agreement for the above referenced project. We understand this development is located east of Edgeland Road, and north of J. S. Gaston Road in Chester County, South Carolina. It is our understanding the South Carolina Department of Transportation (SCDOT) and/or Chester County (County) will require a Traffic Impact Analysis (TIA) for the proposed project. The following is our proposed scope of services for the Project. The parties acknowledge that the scope of services may change following consultation or coordination with governmental agencies. The parties agree that should the scope of services change following any such consultation or coordination, RKA will provide the Client with a revised proposal or an addendum to this agreement setting forth any such changes and associated costs to be paid by the Client.

I.) SCOPE OF SERVICES:

A.) Traffic Engineering:

- a. Coordinate with Client to establish a thorough understanding of the project as well as to obtain all available information.
- b. Coordinate with SCDOT and/or the County to discuss the project, obtain information, and finalize scope. This proposal assumes a maximum of one (1) virtual meeting [conference call or video teleconference] may be needed for scoping purposes.
- c. This proposal assumes up to **eight (8)** intersections will be considered for analysis. The study intersections included in this proposal consist of:
 1. Lancaster Highway and I-85 Southbound Ramps
 2. Lancaster Highway and I-85 Northbound Ramps
 3. Lancaster Highway and Edgeland Road
 4. Lancaster Highway and Wylies Mill Road
 5. Lancaster Highway and Main Street
 6. Edgeland Road and Westbrook Road
 7. Edgeland Road and Lando Road / Access A
 8. Edgeland Road and Access B

- d. Turning movement counts at intersections 1 through 5 will be completed during the AM and PM peak hours (7:00-9:00 AM and 4:00-6:00 PM). A 14-hour turn movement count will be conducted at the intersection of Lancaster Highway and Edgeland Road (6:00 AM – 8:00 PM).
- e. Utilizing trip generation formulas in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition, calculate the amount of weekday daily, weekday AM peak hour, and weekday PM peak hour traffic to be generated by the proposed development upon full build out.
- f. Determine site trip distribution percentages based on surrounding population densities, existing traffic patterns, the previously approved Traffic Impact Analysis (TIA) for nearby sites, and engineering judgment. Assign site-generated traffic to study intersections utilizing trip distribution percentages.
- g. Project existing traffic volumes to the build-out year using a compounded growth rate typically approved by SCDOT and/or the County. Combine the background traffic with the site traffic to determine the future traffic conditions that can be expected upon build-out of the site. The background traffic will include any approved adjacent developments. This proposal assumes the traffic from any approved adjacent development will be provided by the reviewing agencies.
- h. Analyze study intersections during the weekday AM and PM peak hours for the following scenarios:
 1. 2021 Existing
 2. Future No-Build (Full Build Year) Traffic
 3. Future Full Build (Full Build Year) Traffic
- i. Conduct a signal warrant analysis for the intersection of Lancaster Highway and Edgeland Road. Signal Warrants 1, 2, and 3 from the Manual on Uniform Traffic Control Devices (MUTCD) will be analyzed.
- j. Prepare a Traffic Impact Analysis documenting the study findings with graphical aides and an appendix of supporting data. Provide a draft copy to the Client for review. Upon approval, submit necessary copies of the report to SCDOT (if required) and local reviewing agencies for their review and comments.
- k. Coordinate with the Client to ensure an understanding of the study and answer questions via virtual meeting [conference call or video teleconference].
- l. Coordinate with SCDOT (if required) and local reviewing agencies (via telephone or written correspondence) to ensure an understanding of the study and answer questions. It is difficult to estimate the extent of comments to be provided by SCDOT and/or the local review agency regarding the review. Should revised analyses or any other additional effort beyond written clarifications be required to address comments or provide additional information to the agencies, a supplemental proposal will be provided.
- m. Any meetings requested by the Client for RKA to attend will be billed on an hourly + expenses basis.

B.) Additional Services:

Additional (extra) services are defined as any work item not included in the above scope of services that are requested by the client or review agencies. Additional services will be billable at the RKA billing rates that are current at the time the extra work is identified. Any meetings not included in the scope of services will be considered extra. Extra work will be identified either in writing or by verbal communication, if requested by the client, but must be approved in writing by client before proceeding to perform such additional services.

Additional services RKA provides includes, but is not limited to, the following areas:

- Driveway permits and encroachment agreements
- Roadway design
 - Intersection Improvement Design
 - Highway and Interchange Design
 - Roundabout Design
 - Sidewalk Design
 - Cost estimations
- Traffic signal design and timing plans
- Signing and pavement marking plans
- Hydraulic Design

II.) SUMMARY OF FEES:

RKA will provide the above noted services based on the following fee(s).

Service(s)	Lump Sum or Hourly+Expenses	FEE
A.) Traffic Engineering	Lump Sum	\$15,000.00

- a.) Fee is valid for 30 days from the date of this agreement.
- b.) RKA’s hourly rates/expenses are subject to change and RKA reserves the right to make modifications.
- c.) A schedule of Hourly Rate and Reimbursable Expenses can be provided upon request.

III.) DEPOSIT:

Client will be required to pay to RKA up to fifty percent (50%) of the fee identified in the proposal before RKA commences any services or work pursuant to this Agreement. RKA will submit invoices to client as provided herein as the services are performed. RKA will hold the client’s deposit and credit the amount of the deposit against RKA’s final invoice(s) for RKA’s services.

IV.) GENERAL CONDITIONS:

RKA General Conditions (**Attachment 1**) are incorporated herein by reference (see attached). The undersigned client represents and acknowledges that they have been provided with a copy of the General Conditions and have read and fully understand the General Conditions.

V.) PROJECT/CLIENT INFORMATION SHEET:

RKA Project/Client Information Sheet (**Attachment 2**) is incorporated herein by reference (see attached). A completed Project/Client Information Sheet must be returned with signed agreement.

VI.) ACCEPTANCE:

The undersigned represents and warrants that (1) he or she is duly authorized and has legal capacity to execute/deliver this Agreement, (2) the execution/delivery of this Agreement and the performance of the Client's obligations hereunder have been duly authorized, (3) and the Agreement is a valid/legal agreement binding on the Client and enforceable in accordance with its terms.

Accepted this _____ day of _____ (month), _____ (year)

Client Name: _____
(Print)

By: _____ Title: _____
(Sign) (Print)

We very much appreciate you contacting us and look forward to assisting you with this project.

Sincerely,
Ramey Kemp & Associates, Inc.



J. Andrew Eagle, PE, PTOE
Senior Traffic Engineering Project Manager

- Attachments: 1- RKA General Conditions
2- RKA Project/Client Information Sheet
3- RKA Deposit Invoice

ATTACHMENT - 1
Ramey Kemp & Associates General Conditions
(As of January 1, 2016)

1.01 *Payment Procedures*

- A. *Invoices:* Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for Services, extra work, or expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving three days written notice to Client, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, extra work, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and extra work, Client shall pay Engineer as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated for cause:
 - 1. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its Services shall constitute a substantial failure to perform and a basis for termination.
 - 2. By Engineer:
 - a. upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's Services are delayed for more than 30 days for reasons beyond Engineer's control.
- B. Engineer shall have no liability to Client on account of a termination for cause by Engineer.
- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 2.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.
- D. The Agreement may be terminated for convenience by Client effective upon Engineer's receipt of written notice from Client.
- E. In the event of any termination under Paragraph 2.01.D, Engineer will be entitled to invoice Client and to receive full payment for all Services and extra work performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra work, Engineer's consultants' charges, if any, and any other reasonable costs incurred by Engineer as a result of such termination.

3.01 *General Considerations*

- A. Should completion of any portion of the Services by Engineer be delayed, suspended, or impaired, through no fault of Engineer, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- B. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and

for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and extra work relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk;
 3. Client shall defend, indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Client shall not create any rights in third parties.
- D. To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- E. **ENGINEER AND CLIENT AGREE THAT ENGINEER'S (INCLUDING ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO \$25,000.00 OR ENGINEER'S TOTAL FEE FOR THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.**
- F. Any disputes relating to or arising out of this Agreement or Engineer's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation. Any disputes not resolved by mediation shall be subject to Arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in effect as of the date of this Agreement.
- G. This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that any dispute or other legal action relating to this Agreement, shall be conducted only in Wake County, North Carolina, unless otherwise agreed to by the Parties or provided by law.
- H. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

Client Initials: _____

Client Information Sheet

Project Name:

Client Name:

Person Corporation LLC Partnership

Address:

Project Contact Name:

Title:

Email:

Phone Number(s):

Billing/Invoicing Information:

Billing/Invoicing Contact Name (if different):

Email:

Phone Number(s):

Billing/Invoicing Address:

Real Property Legal Owner Name:

(Who owns the land the project is being built on?)

Person Corporation LLC Partnership

Address:

Owner Contact Name:

Email:

Phone Number(s):

WINCHESTER



CHESTER COUNTY, SC



Conceptual Rezoning Plan

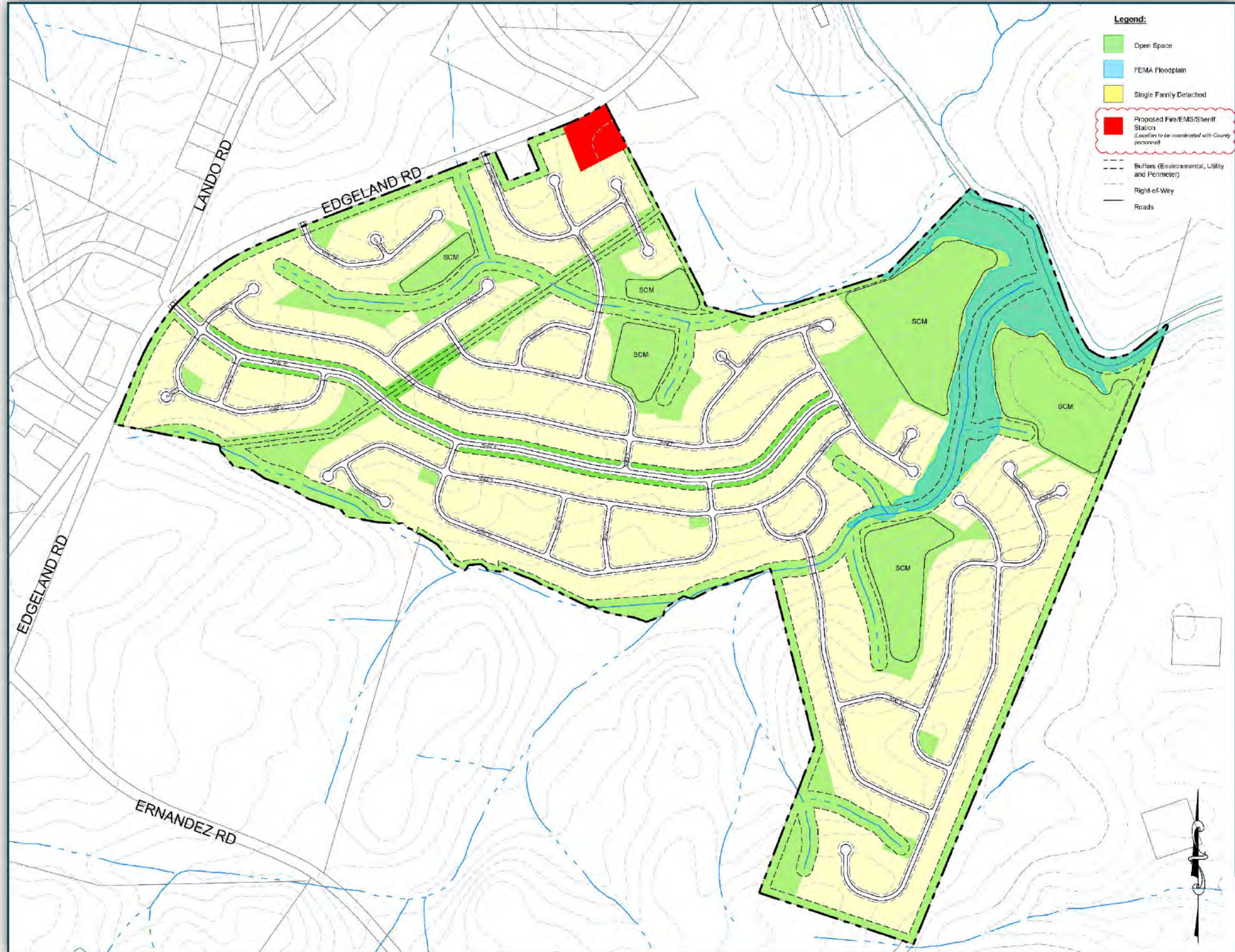


Proposed Homes: 1,150 +/-
Total Acreage: 329 +/- acres
Proposed Gross Density: 3.49 units/acre

"Density. The number of dwelling units per net acre of developed land, excluding land devoted to streets, alleys, parks, playgrounds, schools or other public uses." (pg.10) *

Public uses to be removed from total acreage:
• Internal Streets: 44 acres

Net acreage: 285 +/- acres
Net Density: 4 units/acre



*definition from "Chester County Zoning Ordinance"

Development Timeline



Years 1 – 2 Plan Approvals

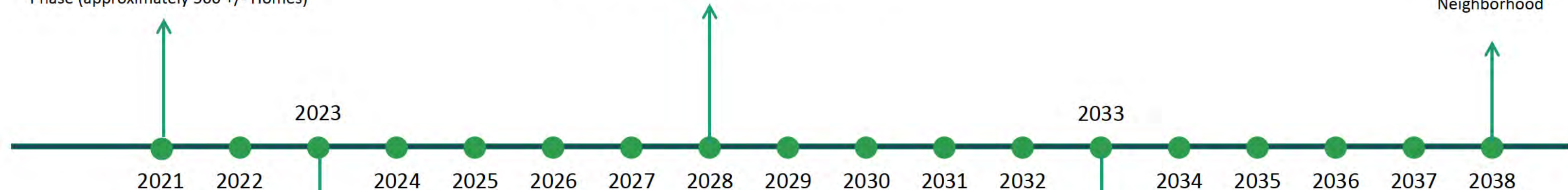
- Rezoning Approval for 1,300 +/- Homes
 - Preliminary Plat approval
- Construction drawing approval for First Phase (approximately 500 +/- Homes)

Years 8 – 12 Construction of Second Phase, Design of Third Phase

(Repeat steps from Years 3 – 7 for Second Phase)

Year 18

- Transfer of HOA from developer to Neighborhood



Years 3 – 7 Construction of First Phase, Design of Second Phase

- Installation of Site infrastructure
 - Site Grading
- Erosion and Sediment Control Protection Measures
 - Utilities installation
 - Internal Roads
 - Building Pads for Homes
- Site Inspections for Construction Approval
- Installation of Off-site Roadway Improvements as dictated by the Traffic Impact Analysis
 - Construction of 500 +/- homes
 - Application for Building Permits
 - Platting of approved home lots
 - As-built Construction Drawings
- Construction drawing approval for second phase (approximately 500 +/- Homes)

Years 13 – 17 Construction of Third Phase

(Repeat steps from Years 3 – 7 for Third Phase)



- Current Housing opportunities in the Gateway District are limited to a few established neighborhoods and individual larger plots of land.

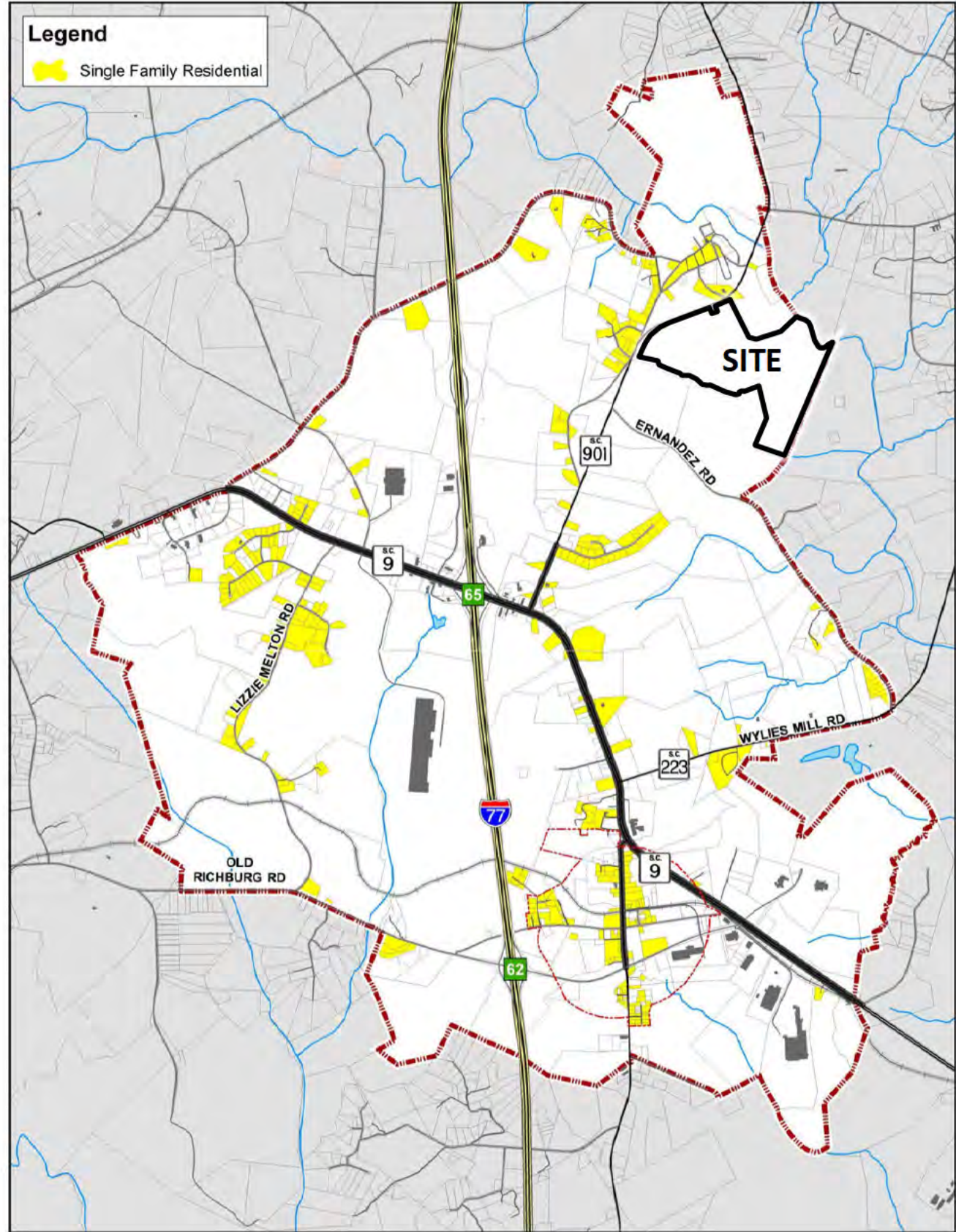
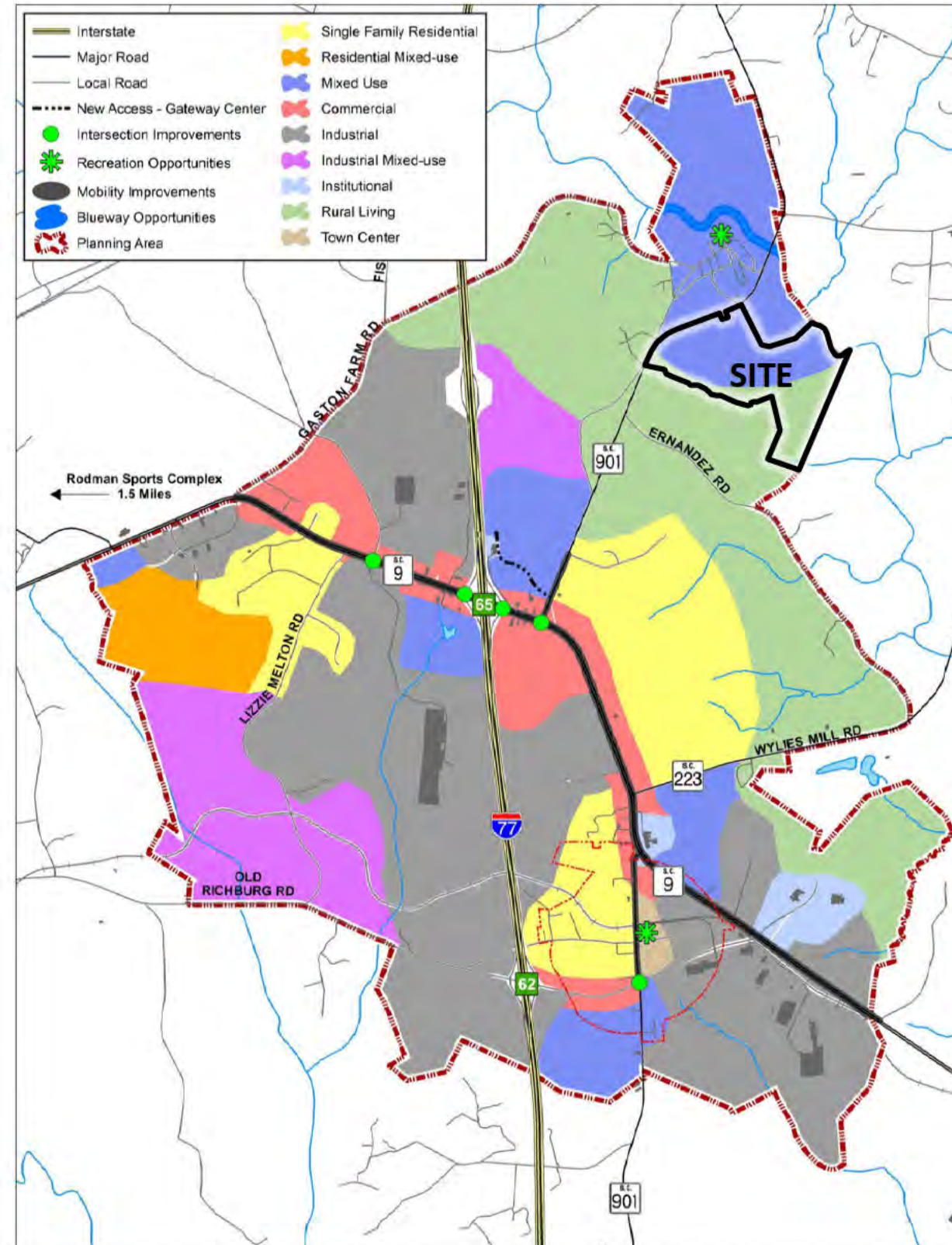


Figure 6 - Housing Map

Gateway Master Plan – Concept Plan



Figure 34 - Gateway District Concept Plan Map



- Winchester lies within a recommended Mixed Use and Rural Living
- Goals of Gateway District: **“Protect Existing Industrial Developments”.** (pg. 45)
- Majority of parcels zoned industrial
- Lack of housing opportunities to support existing industry
- **“Promote additional housing opportunities”** (pg. 48)
- **“The availability of additional housing and the quality of existing and future housing are important components of the continued growth and prosperity of the Gateway District.”** (pg. 20)
- **“Creating destination is a collection of fostering opportunities for a mixture of uses while providing greater housing choices with types of housing that market the Gateway District to all age groups.”** (pg. 40)
- **“Provide a catalyst for Chester County’s future through proactive planning.”** (Pg. 2) The Gateway District has provided a plan and focus for new growth and development. Winchester will support the tenets and goals of the Gateway District.

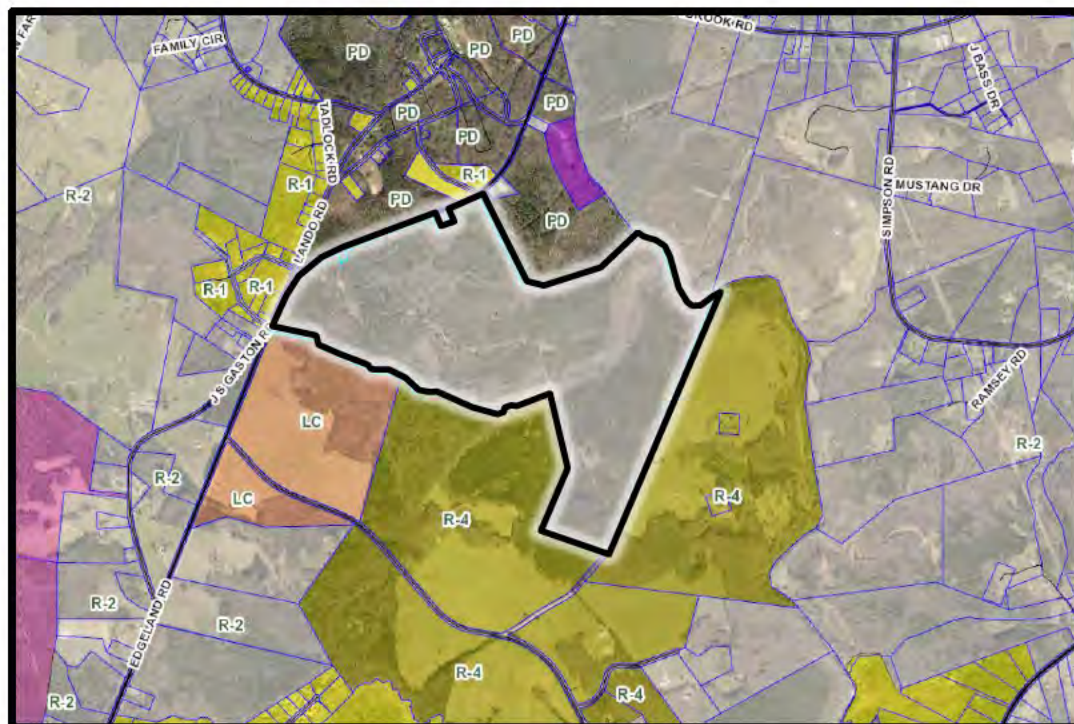


*excerpts from “A Master Plan for the Gateway District” adopted September 18, 2017

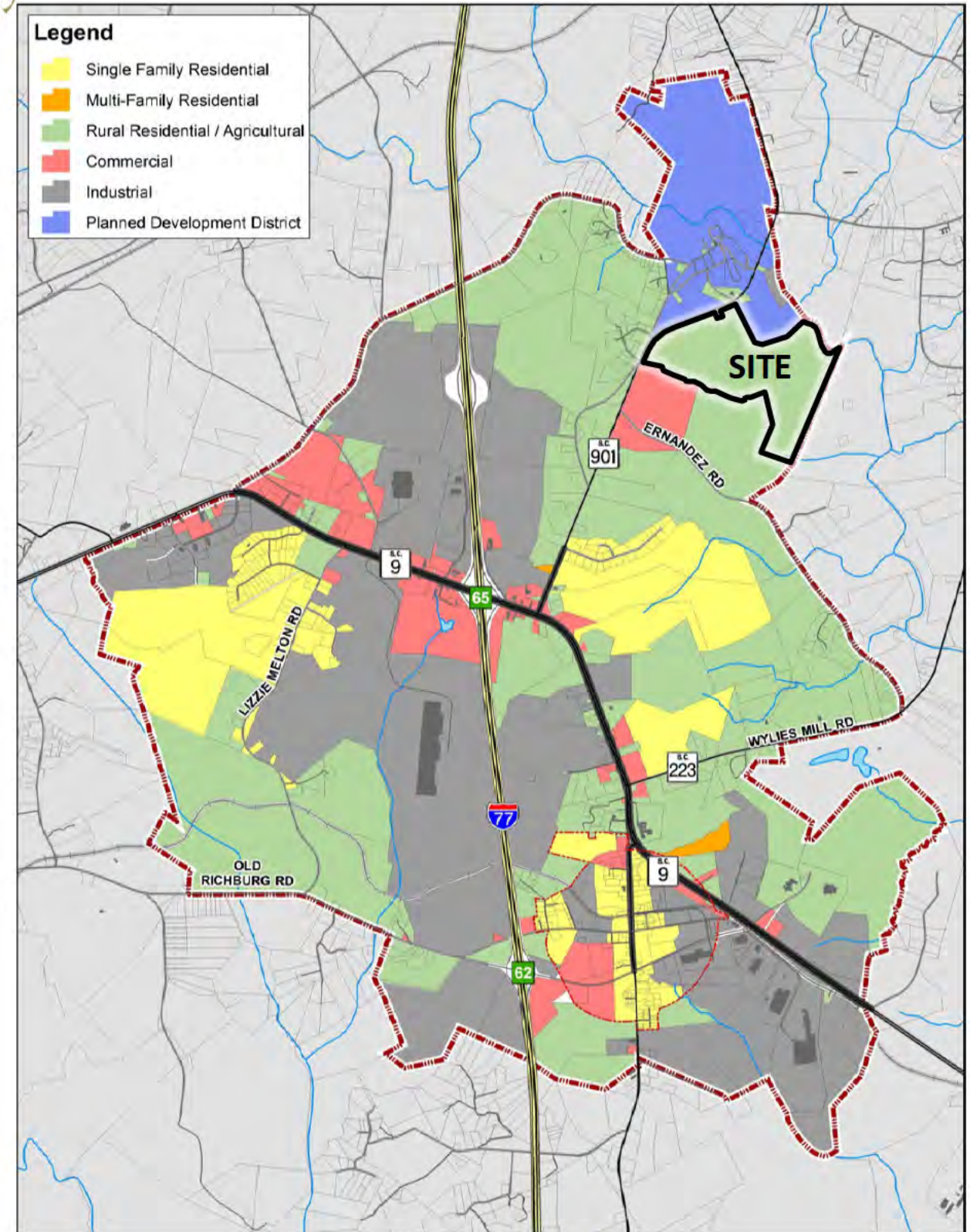
Gateway Master Plan – Existing Zoning



- Property is currently zoned R-2
- Adjacent zoning is Planned Development (PD) to the north, Limited Commercial (LC) to the south, R-1 to the west, limits of the Gateway Master Plan to the east
- Standard planning principles encourage high-density residential uses to transition between commercial properties to lower density uses; i.e., commercially zoned property would generally transition to high-density residential uses
- Existing commercial properties elsewhere in the Gateway district transition to industrial or single family residential
- Existing residential districts do not allow for flexibility in lot sizes; minimums are 10,000 sf (1/4 acre) which is larger than currently constructed suburban neighborhoods and current market demands
- Currently there is a monoculture of housing opportunities in the Gateway District. In order to meet the needs of existing and future citizens as well as market demands, a variety of housing options are needed to fill the void.



Gateway



Page 12

Figure 7 - Existing Zoning Map

Gateway Master Plan

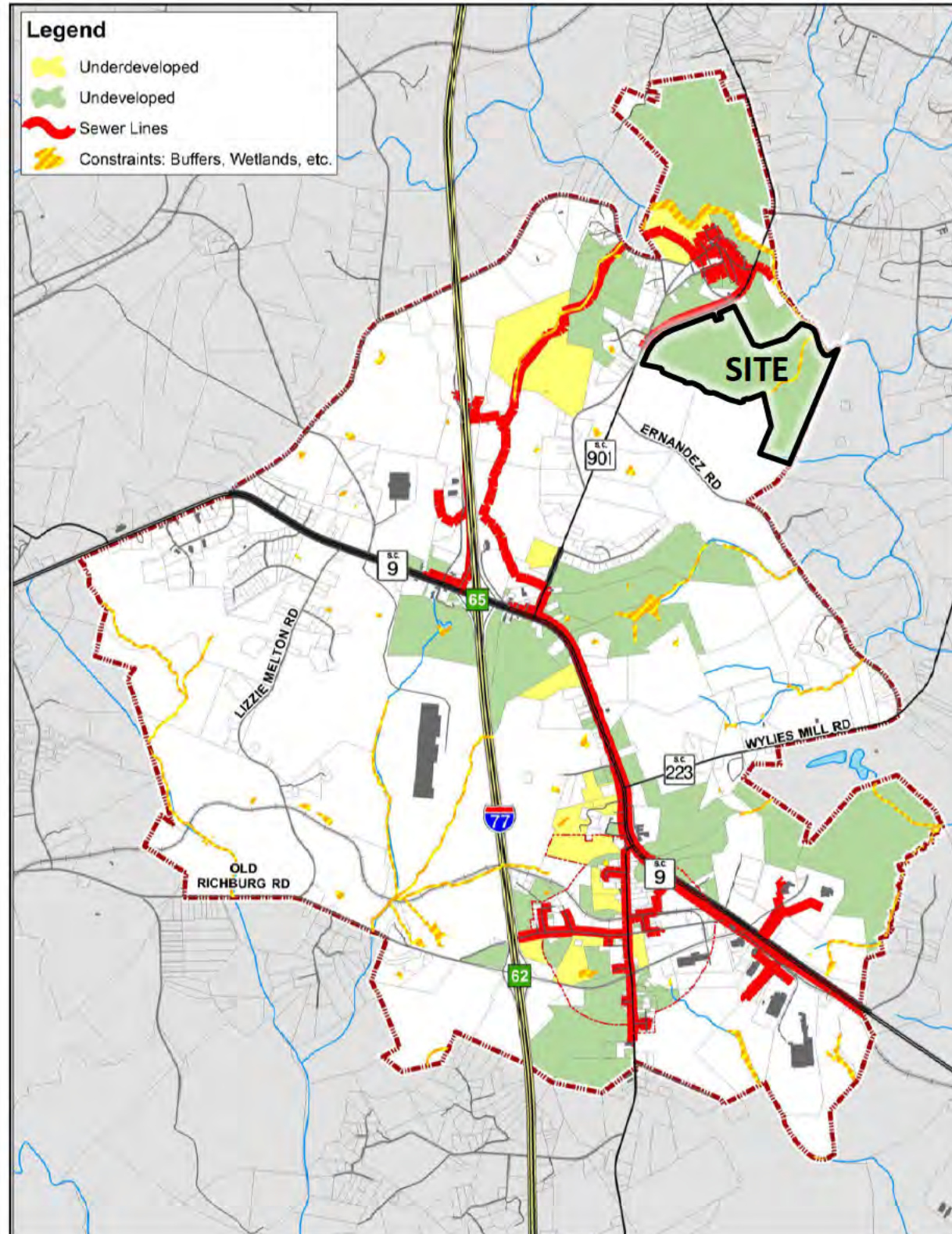
*excerpts from "A Master Plan for the Gateway District" adopted September 18, 2017

Gateway Master Plan – Redevelopment Parcels



- Gateway Master Plan identifies the property as a redevelopment (undeveloped) opportunity due to the proximity to existing sewer.
- The exhibit to the right ***“Redevelopment Areas Within 500’ of Sewer, reflects the most significant opportunity for development and redevelopment regarding proximity to infrastructure.”*** (pg. 22)

Gateway



Gateway Master Plan

Figure 17 - Redevelopment Areas Within 500' of Sewer

Page 28

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan's four themes (pg. 40)

1. **Cultivating Industry,**
2. *Creating Destination,*
3. *Connecting Nature and*
4. *Advancing Infrastructure*

“Cultivating industry actions can include:

- *Secure more local economic opportunities to reverse the commuting pattern and provide jobs closer to home.” (pg. 46)*

Winchester will cultivate industry by:

- Promoting additional housing opportunities
- Providing homes closer to work for employees of major industry

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan’s four themes (pg. 40)

- 1. Cultivating Industry,**
- 2. Creating Destination,**
- 3. Connecting Nature and**
- 4. Advancing Infrastructure**

“Creating destination is a collection of fostering opportunities for a mixture of uses while providing greater housing choices with types of housing that market the Gateway District to all age groups.” (pg. 40)

“The availability of additional housing and the quality of existing and future housing are important components of the continued growth and prosperity of the Gateway District” (pg. 20)

Winchester will create destination by:

- Promoting additional housing opportunities
- Providing a variety of home choices for all age-groups and incomes
- Supplying high-quality housing for all home choices
- Meeting more market needs and housing demands
- Supporting existing industry by providing an increased population in Gateway District

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan’s four themes (pg. 40)

1. *Cultivating Industry,*
2. *Creating Destination,*
3. **Connecting Nature** and
4. *Advancing Infrastructure*

“Incorporating trails and open spaces into development within the Gateway District are a key component for providing connections to nature and healthy communities.” (pg. 52)

Winchester will connect nature by:

- Protecting natural features on-site, including Fishing Creek
- Connecting people and nature through an extensive pedestrian network of walking trails and sidewalks
- Providing tree lined corridors throughout the community
- Providing pocket parks within walking distance for each enclave
- Designing in harmony with nature through sound planning principles

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan’s four themes (pg. 40)

- 1. Cultivating Industry,***
- 2. Creating Destination,***
- 3. Connecting Nature and***
- 4. Advancing Infrastructure***

“Existing infrastructure should be improved, rehabilitated and maintained to foster infill development. Within the Gateway District, infill development will occur on underutilized properties that are noted as undeveloped and underdeveloped. Infrastructure for these locations will be key to infill development as existing infrastructure will [incentivize] redevelopment.” (pg. 58)

“The goal of the Regional Wastewater Planning Study for Chester County Wastewater Recovery is to ensure that wastewater infrastructure is planned to handle the future growth in the planning area for a fifty year planning period.” (pg. 58)

“All infrastructure providers in the Gateway District support growth and future development patterns.” (pg. 58)

Winchester will advance infrastructure by:

- Promoting infill development of undeveloped land
- Providing access to water and sewer and expansion of existing system
- Providing access to major roads such as 901 (Edgeland Road) and Interstate 77
- Providing developer-funded infrastructure improvements



WINCHESTER

Karen Lee

From: [REDACTED]
Sent: Monday, August 16, 2021 8:16 AM
To: Karen Lee; Joanie Winters; Wylie Frederick
Cc: Robert Long; jmccall@carolina-development.com
Subject: Winchester development agreement
Attachments: Winchester Development agreement proposed included terms.docx

Good morning, Karen!

As requested by Council, attached is our development agreement for the Winchester project. Please have the County review and reply with any questions or comments –

Thank you,

Sara Shirley, PLA
Senior Planner

 **AMERICAN**
Engineering
(o) 704.375.2438 ext.121
(d) 704.749.1021
(f) 704.332.9361
www.American-EA.com

“Winchester” development agreement proposed included terms:

General Criteria:

- 1) No homes will front on main boulevard. The boulevard will provide a central median and landscape easement.
- 2) County water and sewer service to be extended to all residential homes and built community uses.
- 3) All homes and built community spaces to be connected to County sewer & water. Sewer lift stations will be provided as necessary.
- 4) Secondary roads to have no more than 200 homes from one entrance.
- 5) Approx 2 +/- acre dedication to Chester County Fire/EMS/Sheriff's departments along Edgeland Road at a location mutually agreed upon by County and developer.
- 6) All residences to pay total fixed impact fee of \$1,500 per single family home at time of building permit
- 7) Minimum 15% parks / green space areas in all residential sections. All residential sections & parks / green spaces to be HOA managed.
- 8) Uses and Densities will be capped as shown on the Conceptual Rezoning Plan.
- 9) Existing trees to remain to the extent feasible and which do not inhibit building or road construction. In all instances, all County & State development requirements including, but not limited to: storm drainage, erosion control, road & right-of-way design, etc. shall be met.

Specific Area Criteria:

Single family:

- a) Uses and Densities will be capped as shown on the Conceptual Rezoning Plan.
- b) Secondary roads to have no more than 200 homes from one entrance.
- c) All single-family homes will have two-car garages, and a minimum 16' wide driveway for off street parking of 2 vehicles.
- d) Medium Density Area: minimum lot size shall be 30 ft wide, 3,700 sq ft, minimum front setback shall be 20 ft, minimum side setback shall be 5 ft (10 ft on corner lot), minimum rear yard setback shall be 20 ft
- e) Low Density Area: minimum lot size shall be 60 ft wide, 7,800 sq ft, minimum front setback shall be 25 ft, minimum side setback shall be 5 ft (10 ft on corner lot), minimum rear yard setback shall be 25 ft
- f) Residential subdivision road rights-of-way shall be 50 ft wide and paving widths shall be as per SCDOT 2017 Roadway Design Manual – Local Roads and Streets section 14.2.4.3



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: 3.16.21 Case # CCMA21-04 Invoice # 3558

The applicant hereby requests that the property described to be rezoned from R-2 to PD

Please give your reason for this rezoning request:

We are submitting this request for PD zone to accommodate a mix of housing opportunities for Chester County

Copies of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 814.531110.531311

Property Address Information

Property address: Property along Edgeland Road
Tax Map Number: 123-00-00-078-000 Acres: 1+/- acres

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

PLEASE PRINT:

Applicant (s): Chester Holdings LLC - CHESTER LAND HOLDINGS LLC
Address: 2627 Brekonridge Centre Drive, Monroe, NC 28110
Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): BURNS BESSIE FRANCIS
Address: 37 DEWEES LANE HILTON HEAD, SC 29926
Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
E-Mail Address: [REDACTED]

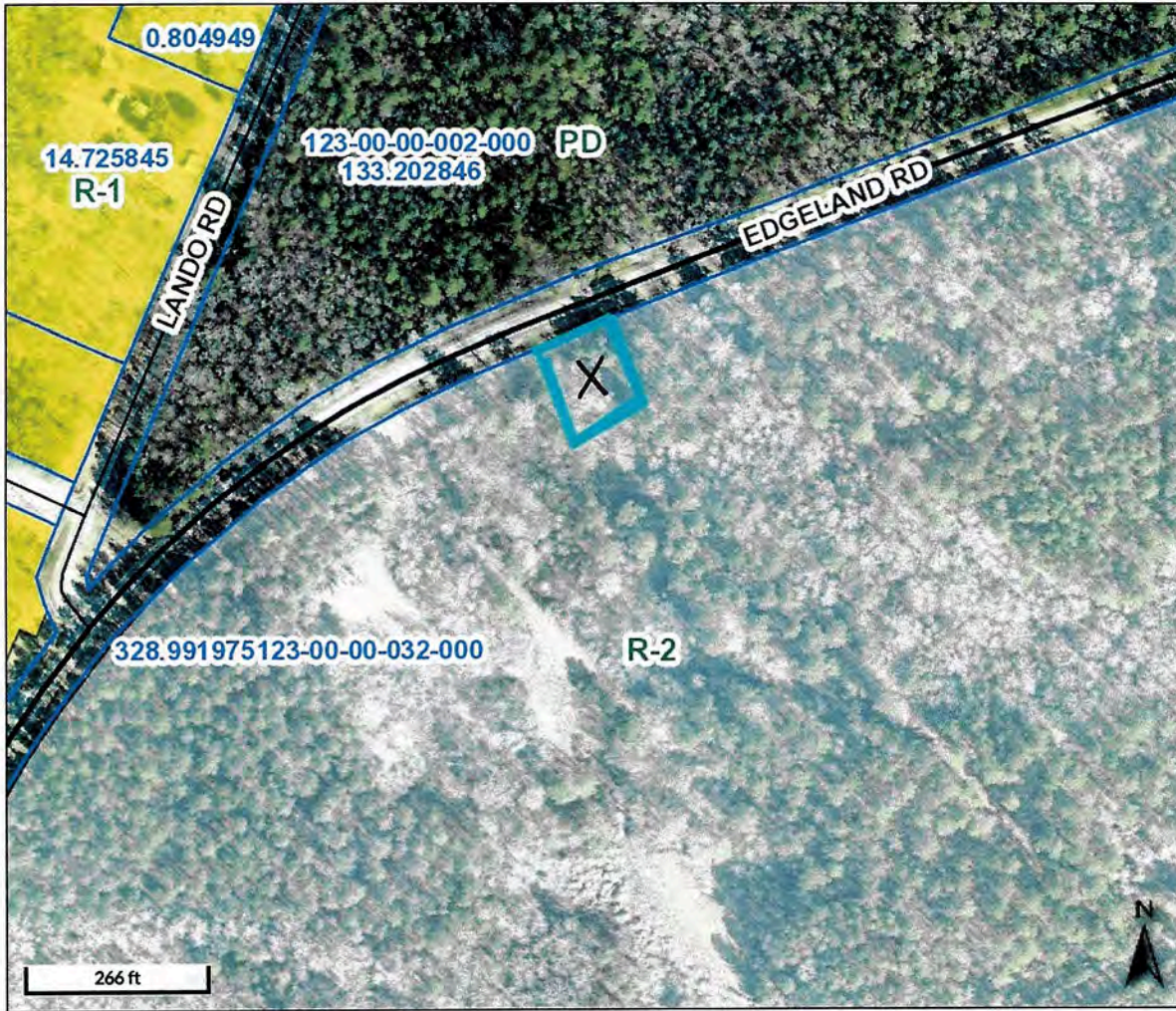
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

DocuSigned by:

Owner's signature: [Signature] Date: 1/4/2021 | 10:52 AM EST

Applicant signature: [Signature] Date: 1/4/2021

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



Overview



Legend

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

Parcel ID 123-00-00-078-000
 Sec/Twp/Rng n/a
 Property Address

Alternate ID n/a
 Class RN
 Acreage 0.355

Owner Address BURNS BESSIE FRANCIS
 % CHESTER LAND HOLDINGS LLC
 2627 BREKONRIDGE CENTRE DR
 MONROE NC 28110

District 03
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 7/16/2021
 Last Data Uploaded: 7/16/2021 4:14:00 AM

Developed by  **Schneider**
 GEOSPATIAL

CCMA21-03: Chester Land Holdings, LLC. Request Tax Map # 123-00-00-052-000 located along Edgeland and Hernandez Road, Edgemoor SC, be rezoned from LC (Limited Commercial) to PD (Planned Development)

Chairman Raines said with all the discussion we have had I am not going to call for any more questions or comments.

Chairman Raines made a motion to disapprove this also since PD has got to be all together so obviously it is one for none. Commissioner Walley seconded the motion. Vote was 7-0 deny.

To: Chester County Council
From: Chester Land Holdings LLC
Date: May 12, 2021

RE: Winchester neighborhood commitments and concessions

As part of the rezoning application, the development team commits to:

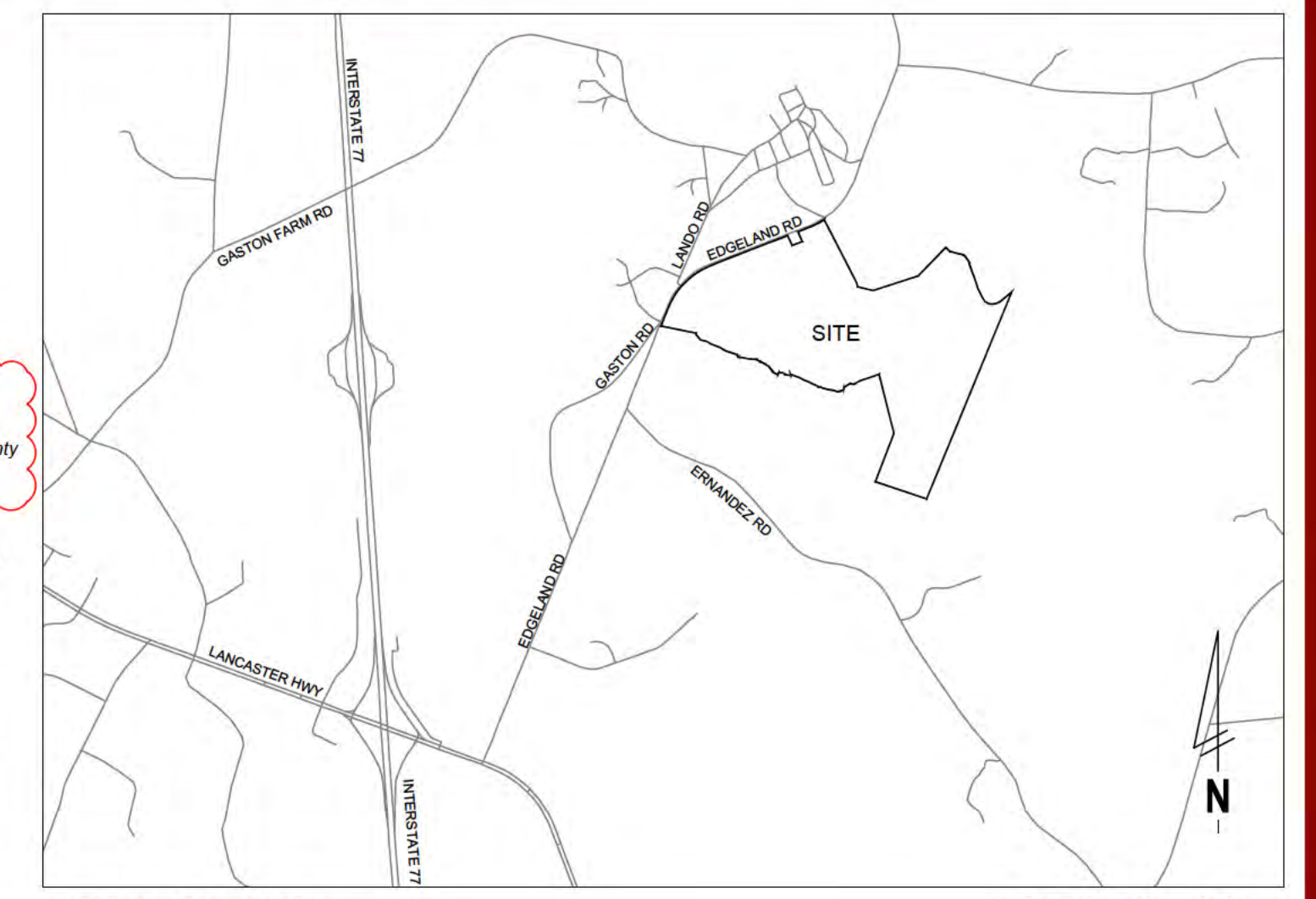
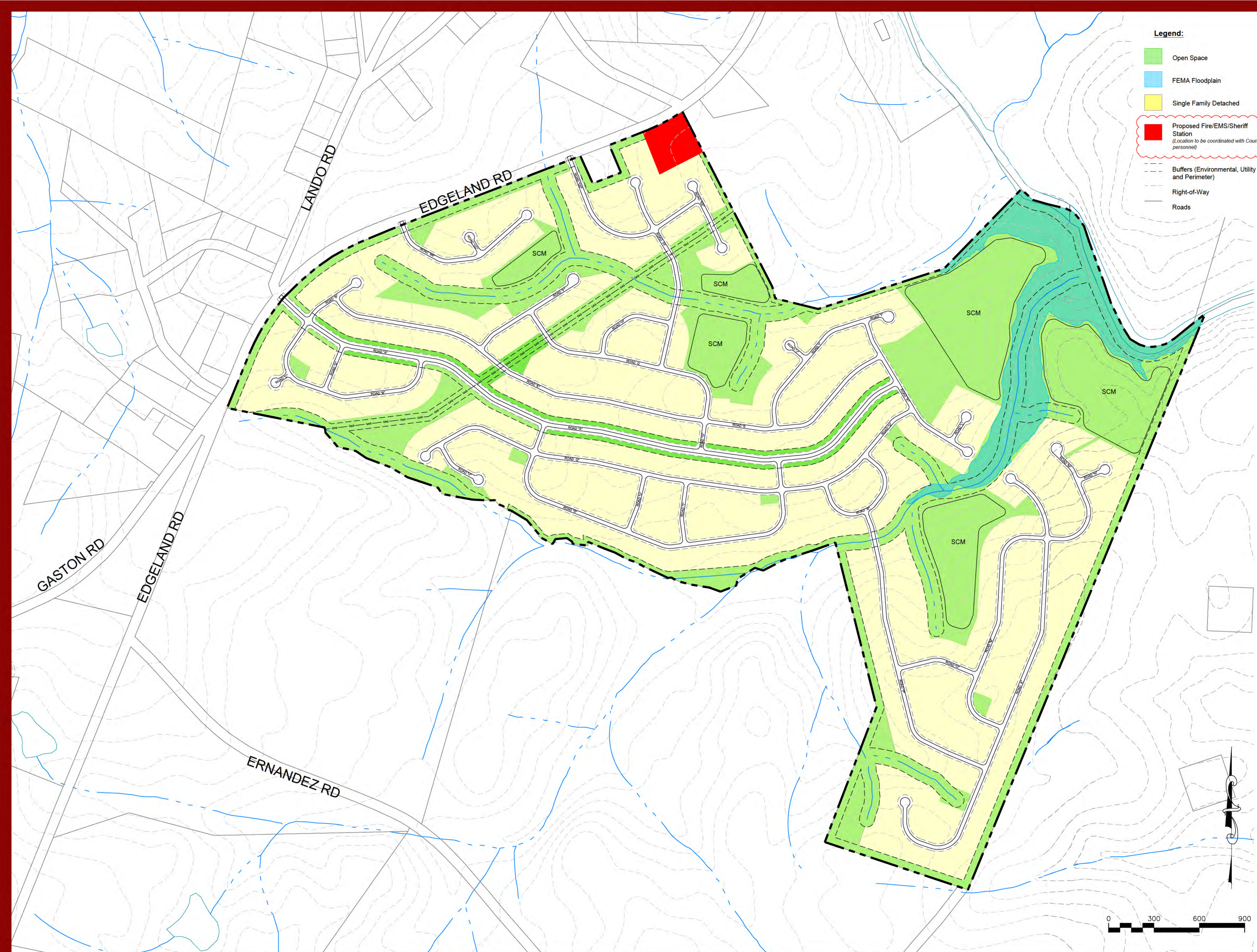
- Building a high-quality residential community to include 1,150 single-family detached dwellings and their associated accessory uses.
 - Minimum lot size: 2,700 SF
 - Minimum lot width: 30'
 - Minimum yards
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Maximum structure height: 35 feet when permitted by fire regulations
 - Accessory structures shall be consistent with the principal building in material, texture, and color
- Providing access locations to the site subject to review and approval by SCDOT and/or Chester County.
- Providing internal public streets designed, constructed and maintained to SCDOT standards. Public streets will be owned by SCDOT.
- Providing a Traffic Impact Analysis prior to site plan approval. Requirements placed on the site by SCDOT and County review will be incorporated as necessary.
- Meeting parking requirements as per Chester County's Zoning Ordinance Chapter 5, Art. IV Parking
- Complying with applicable local and State standards for environmental impacts, avoidance and/or buffering. All local and state regulations regarding erosion and sediment control and stormwater management will be designed and incorporated into the site plan at time of site plan submittal.
- Depicting a conceptual landscaping plan showing proposed landscaping, perimeter buffering and/or existing tree cover. All local regulations regarding required landscaping will be followed.
- Providing amenities, amenity areas and open spaces as conceptually shown on the Conceptual Rezoning Plan that will be owned and maintained by an HOA. Amenities may include but are not limited to: Clubhouse and pool, pocket parks throughout the neighborhood, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog park, trails.
- Screening as shown conceptually on the rezoning plan to meet the standards as set forth in Chester County's Zoning Ordinance Chapter 5, Art. III Landscaping
- Providing signs to meet the standards set forth in Chester County's Zoning Ordinance Chapter 5, Art. V Signs
- Providing the architectural character associated with the building(s) to be located on the site as generally depicted in the Vision Book are included to reflect the architectural style and quality of the building(s) that will be constructed.

- Committing to acceptable facade materials may be: masonry materials such as brick, hard stucco, stone or tile materials. Cementitious (panel, siding, trim & battens), (e.i.f.s), and vinyl. New materials to the market proposed for exterior use are acceptable pending compliance with the architectural character.
- Phasing the development of the neighborhood.
- Dedicating 2± acres of land along Edgeland Road, location to be coordinated with County personnel for use by Fire, EMS and Sheriff departments.
- Committing to Street widths will be sufficient to allow fire apparatus to travel with on street parking.
- Providing hydrants will be provided within 500 feet of any structure and no more than 800 feet apart.
- Providing hydrants will be provided with Stortz connections.
- Providing minimum side setbacks are 5-feet, Developer will ensure 1500 GPM flow is provided for the water system serving the property. System will be improved as necessary to ensure the required flow. This requirement could be reduced if spacing between homes is greater.

In response to City Council requests, we have specifically:

- **Reduced Single family homes from 1,500 to 1,150**
- **Increased side yard setbacks**
- **Committed to Fire department request for 2+/- acres of land along Edgeland Road**
- **Committed to design/updgrade the water system servicing the neighborhood to meet the 1,500 gallons per minute water flow to site requirement**
- **Met other Fire department requests to provide hydrants and desired internal street widths.**
- **Worked with Chester County Wastewater Recovery to secure sewer capacity assurance in approved unit increments**

We are currently reaching out to Council to address any further requests, questions and concerns to meet Chester County's needs.



LOCATION MAP SCALE: 1" = 3,000'

- Legend:**
- Open Space
 - FEMA Floodplain
 - Single Family Detached
 - Proposed Fire/EMS/Sheriff Station
(Location to be coordinated with County personnel)
 - Buffers (Environmental, Utility and Perimeter)
 - Right-of-Way
 - Roads

- A. General Provisions**
- A.1. These development standards form a part of the Conceptual Rezoning Plan associated with the rezoning petition filed by Chester Land Holdings LLC to accommodate the development of a residential community on an approximately 328.9 +/- acre site located on the east side of Edgeland Road, north of its intersection with Ernandez Road, as shown on the Conceptual Rezoning Plan. The Conceptual Rezoning Plan is comprised of Tax Parcel Nos. 123-00-00-032-000 and 123-00-00-078-000.
 - A.2. The development of the site will be governed by the Conceptual Rezoning Plan, these development standards and the applicable provisions of the Chester County Zoning Ordinance and Chester County Land Development Regulations.
 - A.3. The development as depicted on the Conceptual Rezoning Plan is schematic in nature and intended to depict the general arrangement of uses and improvements on the site. Exact locations of internal roads, lots, building, stormwater measures, amenity locations, etc. will be determined at time of site plan submittal.
 - A.4. Topographic contours and streams shown were obtained from USGS Edgemoor and Catawba Quadrangle maps.
 - A.5. Base information was obtained from Chester County GIS.
 - A.6. Floodplain information was obtained from FEMA FIRM Map Nos: 45023C0113C and 45023C0094C
- B. Permitted Uses and Lot Information**
- B.1. The site will be developed as a residential community to include single-family detached dwellings and their associated accessory uses.
- C. Lot Standards:**
- Single Family Detached: 1,150' ±
 Minimum lot size: 2,700 SF
 Minimum lot width: 30'
 Minimum yards:
 Front: 20'
 Side: 5'
 Rear: 20'
- *Amount shown is approximate. Actual number of units to be determined at time of site plan submittal.*
- D. Transportation and Site Circulation**
- D.1. The placement and configuration of the vehicular accesses to the site will be as generally depicted on the Conceptual Rezoning Plan subject to modifications required for approval by SCDOT and/or Chester County.
 - D.2. The site will be served by internal public streets and may also be served by internal private drives and/or alleys. Adjustments to the locations of the internal public streets and the internal private drives and/or alleys that respond to actual site and environmental conditions will be allowed during the site plan process.
 - D.3. Public streets will be designed and constructed to SCDOT standards. Public streets will be owned and maintained by SCDOT.
 - D.4. A Traffic Impact Analysis is required by Chester County prior to site plan approval. Requirements placed on the site by SCDOT and County review will be incorporated as necessary into the site plan at time of site plan submittal.
 - D.5. Off-street parking and loading requirements will meet the standards set forth in Chester County's Zoning Ordinance Chapter 5, Art. IV Parking
- E. Environmental**
- E.1. The site will comply with applicable local and State standards for environmental impacts, avoidance and/or buffering.
 - E.2. All local and state regulations regarding erosion and sediment control and stormwater management will be observed and incorporated into the site plan at time of site plan submittal. Exact location and sizing of stormwater mitigation measures will be determined at time of site plan submittal.
- F. Landscape, Open Space and Signage**
- F.1. A conceptual landscaping plan showing proposed landscaping, perimeter buffering and/or existing tree cover is included with the rezoning package. All local regulations regarding required landscaping will be observed and incorporated at time of site plan submittal.
 - F.2. Amenities, amenity areas and open spaces as conceptually shown on the Conceptual Rezoning Plan would be owned and maintained by an HOA. Amenities may include but are not limited to: Clubhouse and pool, pocket parks throughout the neighborhood, seating areas, landscaped areas, playgrounds, open muli-purpose lawn spaces, dog park, trails.
 - F.3. Screening as shown conceptually on the rezoning plan will meet the standards as set forth in Chester County's Zoning Ordinance Chapter 5, Art. III Landscaping
 - F.4. Signs will meet the standards set forth in Chester County's Zoning Ordinance Chapter 5, Art. V Signs
- G. Architecture**
- G.1. Where practical, buildings shall be oriented towards the internal street system to reinforce the streetscape.
 - G.2. Maximum structure height: 35 feet when permitted by fire regulations [not applicable to church spires, belltowers, cupolas, domes, utility and communication towers, chimneys, flag poles, antennae]
 - G.3. Accessory structures shall be consistent with the principal building in material, texture, and color.
 - G.4. The architectural character associated with the building(s) to be located on the site as generally depicted in the Vision Book are included to reflect the architectural style and quality of the building(s) that will be constructed. Actual building(s) to be constructed and the nature and/or location of the building elements may vary from these illustrations as long as the general architectural concept and intent shown is maintained and heights of any buildings above heights specified are not increased.
 - G.5. Acceptable facade materials include but are not limited to the following: masonry materials such as brick, hard stucco, stone or tile materials. Cementitious (panel, siding, trim & battens), (e.i.f.s), and vinyl. New materials to the market proposed for exterior use are acceptable pending compliance with the architectural character.
- H. Phasing:**
- H.1. Phasing will be established at time of site plan submittal. It is anticipated this site will have more than one phase. Phases may overlap as reasonable.
- I. Fire:**
- I.1. Developer will dedicate 2± acres of land along Edgeland Road, location to be coordinated with County personnel for use by Fire, EMS and Sheriff departments.
 - I.2. Street widths will be sufficient to allow fire apparatus to travel with on street parking.
 - I.3. Hydrants will be provided within 500 feet of any structure and no more than 800 feet apart.
 - I.4. Hydrants will be provided with Storz connections.
 - I.5. As minimum side setbacks are 5-feet. Developer will ensure 1500 GPM flow is provided for the water system serving the property. System will be improved as necessary to ensure the required flow. This requirement could be reduced if spacing between homes is greater.



Conceptual Rezoning Plan

Winchester

Chester County, South Carolina



April 14, 2021

Sara Shirley
American Engineering
8008 Corporate Center Drive, Suite 110
Charlotte, NC 28226
P: 704-375-2438
E: sshirley@american-ea.com
[Sent via email]

Reference: Winchester – Chester County, SC

Subject: Transportation Engineering Services Agreement

Dear Ms. Shirley:

Ramey Kemp & Associates Inc. (RKA) is pleased to provide you with this Transportation Engineering Services Agreement for the above referenced project. We understand this development is located east of Edgeland Road, and north of J. S. Gaston Road in Chester County, South Carolina. It is our understanding the South Carolina Department of Transportation (SCDOT) and/or Chester County (County) will require a Traffic Impact Analysis (TIA) for the proposed project. The following is our proposed scope of services for the Project. The parties acknowledge that the scope of services may change following consultation or coordination with governmental agencies. The parties agree that should the scope of services change following any such consultation or coordination, RKA will provide the Client with a revised proposal or an addendum to this agreement setting forth any such changes and associated costs to be paid by the Client.

I.) SCOPE OF SERVICES:

A.) Traffic Engineering:

- a. Coordinate with Client to establish a thorough understanding of the project as well as to obtain all available information.
- b. Coordinate with SCDOT and/or the County to discuss the project, obtain information, and finalize scope. This proposal assumes a maximum of one (1) virtual meeting [conference call or video teleconference] may be needed for scoping purposes.
- c. This proposal assumes up to **eight (8)** intersections will be considered for analysis. The study intersections included in this proposal consist of:
 1. Lancaster Highway and I-85 Southbound Ramps
 2. Lancaster Highway and I-85 Northbound Ramps
 3. Lancaster Highway and Edgeland Road
 4. Lancaster Highway and Wylies Mill Road
 5. Lancaster Highway and Main Street
 6. Edgeland Road and Westbrook Road
 7. Edgeland Road and Lando Road / Access A
 8. Edgeland Road and Access B

- d. Turning movement counts at intersections 1 through 5 will be completed during the AM and PM peak hours (7:00-9:00 AM and 4:00-6:00 PM). A 14-hour turn movement count will be conducted at the intersection of Lancaster Highway and Edgeland Road (6:00 AM – 8:00 PM).
- e. Utilizing trip generation formulas in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition, calculate the amount of weekday daily, weekday AM peak hour, and weekday PM peak hour traffic to be generated by the proposed development upon full build out.
- f. Determine site trip distribution percentages based on surrounding population densities, existing traffic patterns, the previously approved Traffic Impact Analysis (TIA) for nearby sites, and engineering judgment. Assign site-generated traffic to study intersections utilizing trip distribution percentages.
- g. Project existing traffic volumes to the build-out year using a compounded growth rate typically approved by SCDOT and/or the County. Combine the background traffic with the site traffic to determine the future traffic conditions that can be expected upon build-out of the site. The background traffic will include any approved adjacent developments. This proposal assumes the traffic from any approved adjacent development will be provided by the reviewing agencies.
- h. Analyze study intersections during the weekday AM and PM peak hours for the following scenarios:
 1. 2021 Existing
 2. Future No-Build (Full Build Year) Traffic
 3. Future Full Build (Full Build Year) Traffic
- i. Conduct a signal warrant analysis for the intersection of Lancaster Highway and Edgeland Road. Signal Warrants 1, 2, and 3 from the Manual on Uniform Traffic Control Devices (MUTCD) will be analyzed.
- j. Prepare a Traffic Impact Analysis documenting the study findings with graphical aides and an appendix of supporting data. Provide a draft copy to the Client for review. Upon approval, submit necessary copies of the report to SCDOT (if required) and local reviewing agencies for their review and comments.
- k. Coordinate with the Client to ensure an understanding of the study and answer questions via virtual meeting [conference call or video teleconference].
- l. Coordinate with SCDOT (if required) and local reviewing agencies (via telephone or written correspondence) to ensure an understanding of the study and answer questions. It is difficult to estimate the extent of comments to be provided by SCDOT and/or the local review agency regarding the review. Should revised analyses or any other additional effort beyond written clarifications be required to address comments or provide additional information to the agencies, a supplemental proposal will be provided.
- m. Any meetings requested by the Client for RKA to attend will be billed on an hourly + expenses basis.

B.) Additional Services:

Additional (extra) services are defined as any work item not included in the above scope of services that are requested by the client or review agencies. Additional services will be billable at the RKA billing rates that are current at the time the extra work is identified. Any meetings not included in the scope of services will be considered extra. Extra work will be identified either in writing or by verbal communication, if requested by the client, but must be approved in writing by client before proceeding to perform such additional services.

Additional services RKA provides includes, but is not limited to, the following areas:

- Driveway permits and encroachment agreements
- Roadway design
 - Intersection Improvement Design
 - Highway and Interchange Design
 - Roundabout Design
 - Sidewalk Design
 - Cost estimations
- Traffic signal design and timing plans
- Signing and pavement marking plans
- Hydraulic Design

II.) SUMMARY OF FEES:

RKA will provide the above noted services based on the following fee(s).

Service(s)	Lump Sum or Hourly+Expenses	FEE
A.) Traffic Engineering	Lump Sum	\$15,000.00

- a.) Fee is valid for 30 days from the date of this agreement.
- b.) RKA’s hourly rates/expenses are subject to change and RKA reserves the right to make modifications.
- c.) A schedule of Hourly Rate and Reimbursable Expenses can be provided upon request.

III.) DEPOSIT:

Client will be required to pay to RKA up to fifty percent (50%) of the fee identified in the proposal before RKA commences any services or work pursuant to this Agreement. RKA will submit invoices to client as provided herein as the services are performed. RKA will hold the client’s deposit and credit the amount of the deposit against RKA’s final invoice(s) for RKA’s services.

IV.) GENERAL CONDITIONS:

RKA General Conditions (**Attachment 1**) are incorporated herein by reference (see attached). The undersigned client represents and acknowledges that they have been provided with a copy of the General Conditions and have read and fully understand the General Conditions.

V.) PROJECT/CLIENT INFORMATION SHEET:

RKA Project/Client Information Sheet (**Attachment 2**) is incorporated herein by reference (see attached). A completed Project/Client Information Sheet must be returned with signed agreement.

VI.) ACCEPTANCE:

The undersigned represents and warrants that (1) he or she is duly authorized and has legal capacity to execute/deliver this Agreement, (2) the execution/delivery of this Agreement and the performance of the Client's obligations hereunder have been duly authorized, (3) and the Agreement is a valid/legal agreement binding on the Client and enforceable in accordance with its terms.

Accepted this _____ day of _____ (month), _____ (year)

Client Name: _____
(Print)

By: _____ Title: _____
(Sign) (Print)

We very much appreciate you contacting us and look forward to assisting you with this project.

Sincerely,
Ramey Kemp & Associates, Inc.



J. Andrew Eagle, PE, PTOE
Senior Traffic Engineering Project Manager

- Attachments: 1- RKA General Conditions
2- RKA Project/Client Information Sheet
3- RKA Deposit Invoice

ATTACHMENT - 1
Ramey Kemp & Associates General Conditions
(As of January 1, 2016)

1.01 *Payment Procedures*

- A. *Invoices:* Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for Services, extra work, or expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving three days written notice to Client, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, extra work, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and extra work, Client shall pay Engineer as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated for cause:
1. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its Services shall constitute a substantial failure to perform and a basis for termination.
 2. By Engineer:
 - a. upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's Services are delayed for more than 30 days for reasons beyond Engineer's control.
- B. Engineer shall have no liability to Client on account of a termination for cause by Engineer.
- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 2.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.
- D. The Agreement may be terminated for convenience by Client effective upon Engineer's receipt of written notice from Client.
- E. In the event of any termination under Paragraph 2.01.D, Engineer will be entitled to invoice Client and to receive full payment for all Services and extra work performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra work, Engineer's consultants' charges, if any, and any other reasonable costs incurred by Engineer as a result of such termination.

3.01 *General Considerations*

- A. Should completion of any portion of the Services by Engineer be delayed, suspended, or impaired, through no fault of Engineer, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- B. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and

for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and extra work relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk;
 3. Client shall defend, indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Client shall not create any rights in third parties.
- D. To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- E. **ENGINEER AND CLIENT AGREE THAT ENGINEER'S (INCLUDING ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO \$25,000.00 OR ENGINEER'S TOTAL FEE FOR THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.**
- F. Any disputes relating to or arising out of this Agreement or Engineer's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation. Any disputes not resolved by mediation shall be subject to Arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in effect as of the date of this Agreement.
- G. This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that any dispute or other legal action relating to this Agreement, shall be conducted only in Wake County, North Carolina, unless otherwise agreed to by the Parties or provided by law.
- H. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

Client Initials: _____

Client Information Sheet

Project Name:

Client Name:

Person Corporation LLC Partnership

Address:

Project Contact Name:

Title:

Email:

Phone Number(s):

Billing/Invoicing Information:

Billing/Invoicing Contact Name (if different):

Email:

Phone Number(s):

Billing/Invoicing Address:

Real Property Legal Owner Name:

(Who owns the land the project is being built on?)

Person Corporation LLC Partnership

Address:

Owner Contact Name:

Email:

Phone Number(s):

WINCHESTER



CHESTER COUNTY, SC



Conceptual Rezoning Plan

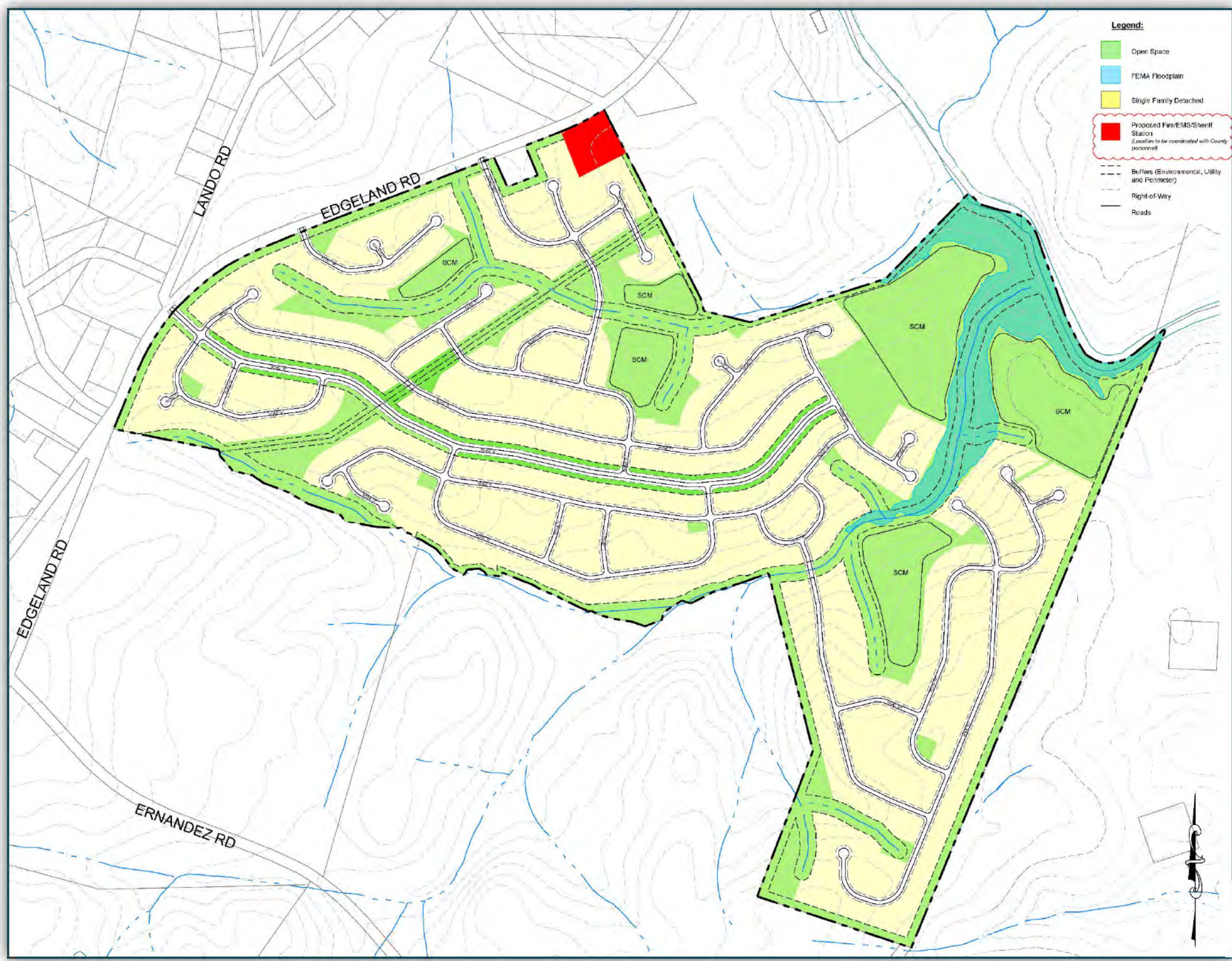


Proposed Homes: 1,150 +/-
 Total Acreage: 329 +/- acres
 Proposed Gross Density: 3.49 units/acre

“Density. The number of dwelling units per net acre of developed land, excluding land devoted to streets, alleys, parks, playgrounds, schools or other public uses.” (pg.10) *

Public uses to be removed from total acreage:
 • Internal Streets: 44 acres

Net acreage: 285 +/- acres
 Net Density: 4 units/acre



*definition from “Chester County Zoning Ordinance”

Development Timeline



Years 1 – 2 Plan Approvals

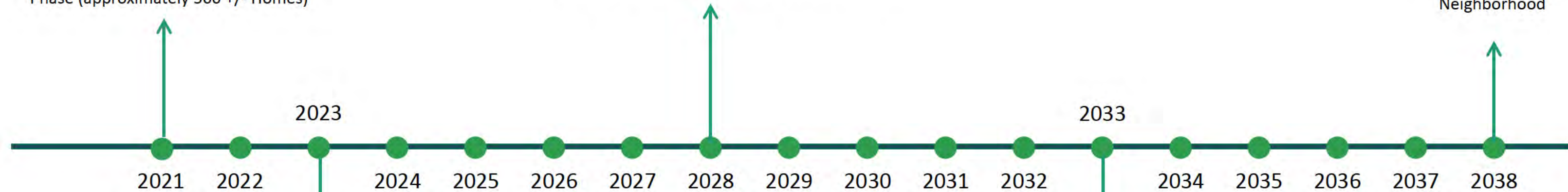
- Rezoning Approval for 1,300 +/- Homes
 - Preliminary Plat approval
- Construction drawing approval for First Phase (approximately 500 +/- Homes)

Years 8 – 12 Construction of Second Phase, Design of Third Phase

(Repeat steps from Years 3 – 7 for Second Phase)

Year 18

- Transfer of HOA from developer to Neighborhood



Years 3 – 7 Construction of First Phase, Design of Second Phase

- Installation of Site infrastructure
 - Site Grading
- Erosion and Sediment Control Protection Measures
 - Utilities installation
 - Internal Roads
 - Building Pads for Homes
- Site Inspections for Construction Approval
- Installation of Off-site Roadway Improvements as dictated by the Traffic Impact Analysis
 - Construction of 500 +/- homes
 - Application for Building Permits
 - Platting of approved home lots
 - As-built Construction Drawings
- Construction drawing approval for second phase (approximately 500 +/- Homes)

Years 13 – 17 Construction of Third Phase

(Repeat steps from Years 3 – 7 for Third Phase)



- Current Housing opportunities in the Gateway District are limited to a few established neighborhoods and individual larger plots of land.

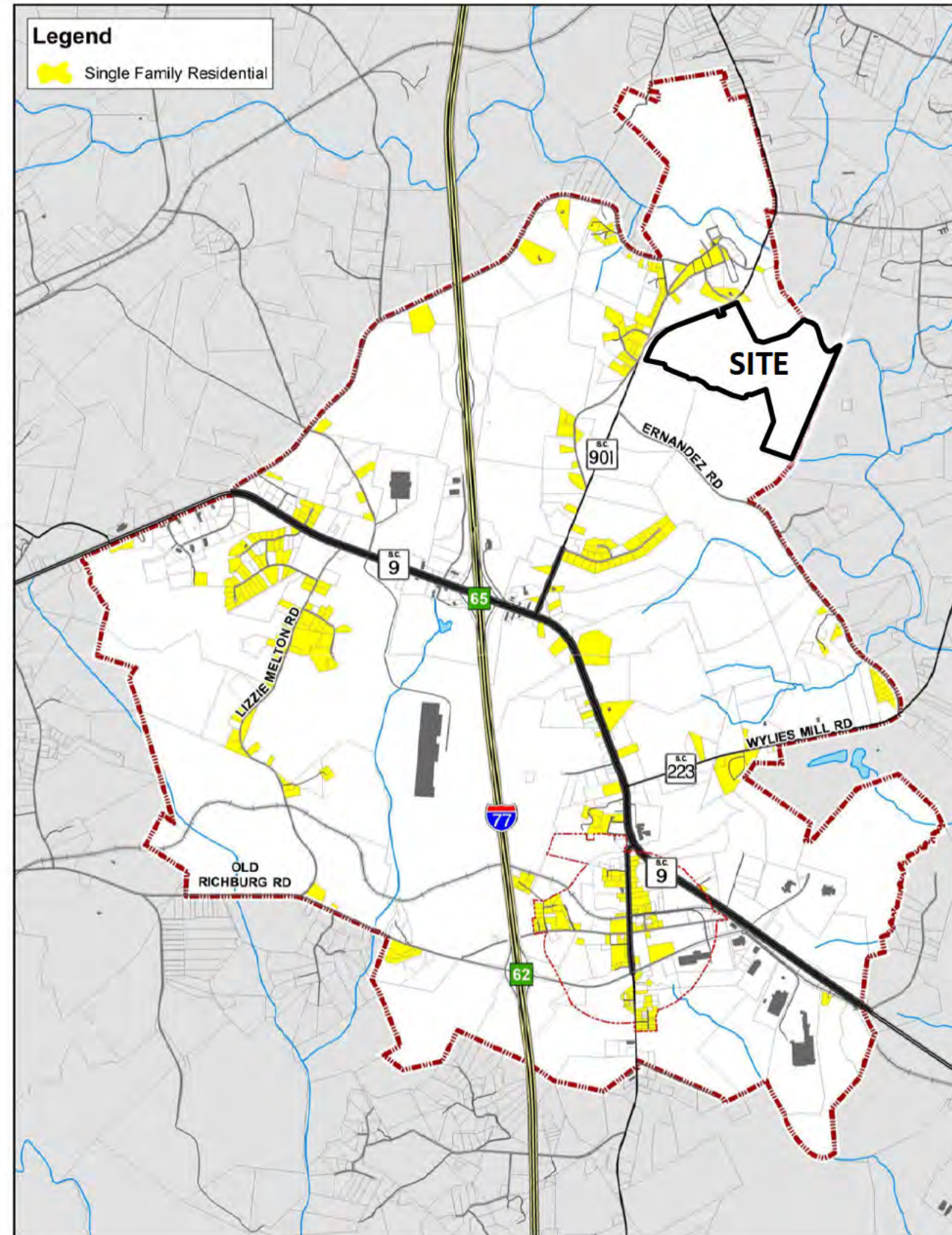
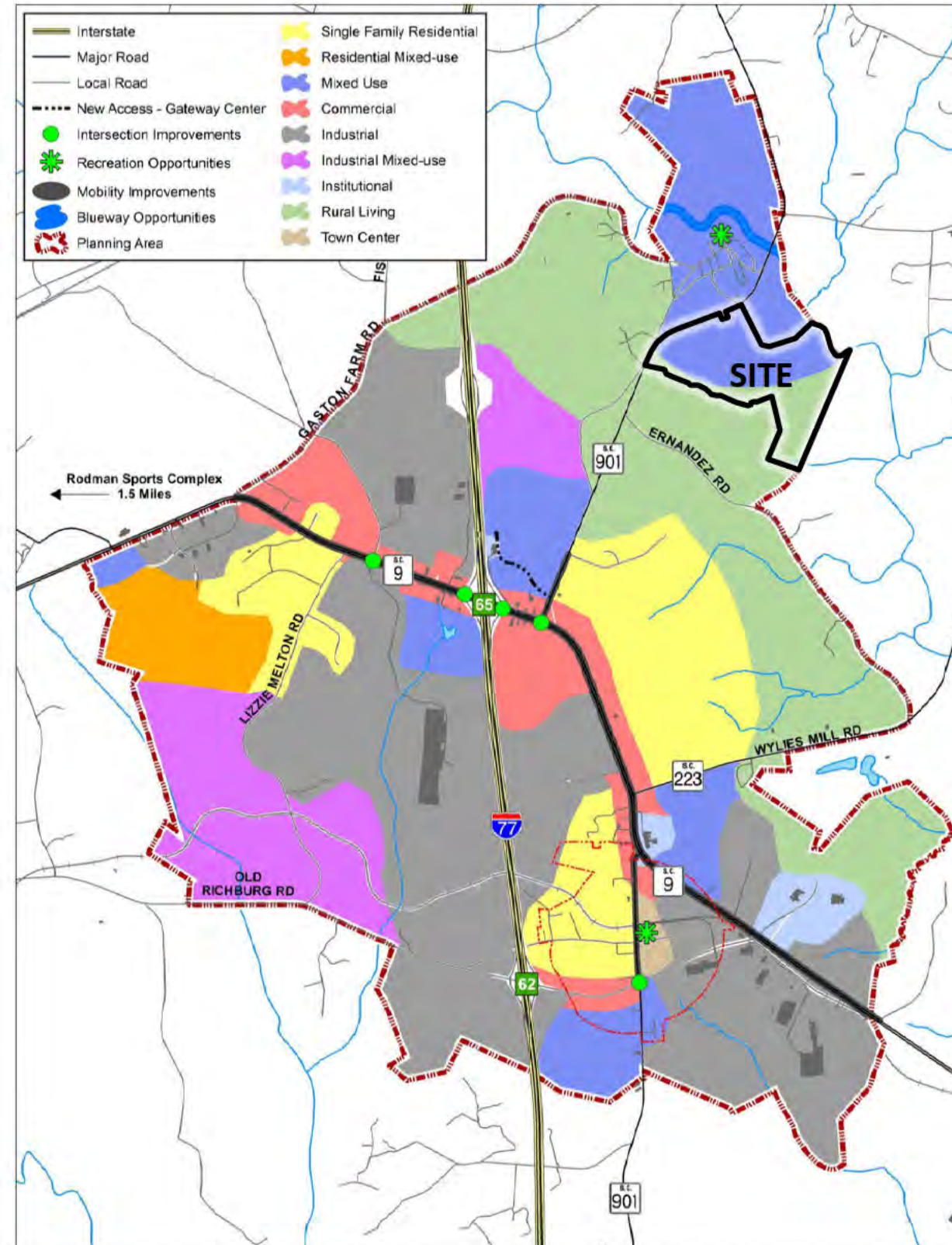


Figure 6 - Housing Map

Gateway Master Plan – Concept Plan



Figure 34 - Gateway District Concept Plan Map



- Winchester lies within a recommended Mixed Use and Rural Living
- Goals of Gateway District: **“Protect Existing Industrial Developments”**. (pg. 45)
- Majority of parcels zoned industrial
- Lack of housing opportunities to support existing industry
- **“Promote additional housing opportunities”** (pg. 48)
- **“The availability of additional housing and the quality of existing and future housing are important components of the continued growth and prosperity of the Gateway District.”** (pg. 20)
- **“Creating destination is a collection of fostering opportunities for a mixture of uses while providing greater housing choices with types of housing that market the Gateway District to all age groups.”** (pg. 40)
- **“Provide a catalyst for Chester County’s future through proactive planning.”** (Pg. 2) The Gateway District has provided a plan and focus for new growth and development. Winchester will support the tenets and goals of the Gateway District.

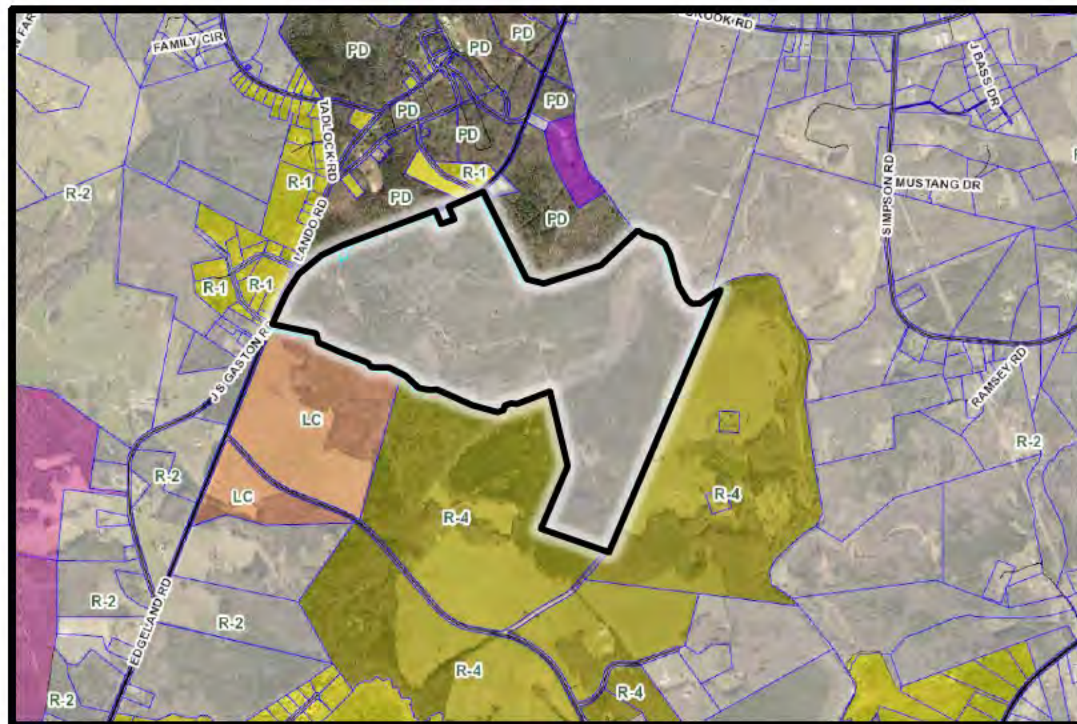


*excerpts from “A Master Plan for the Gateway District” adopted September 18, 2017

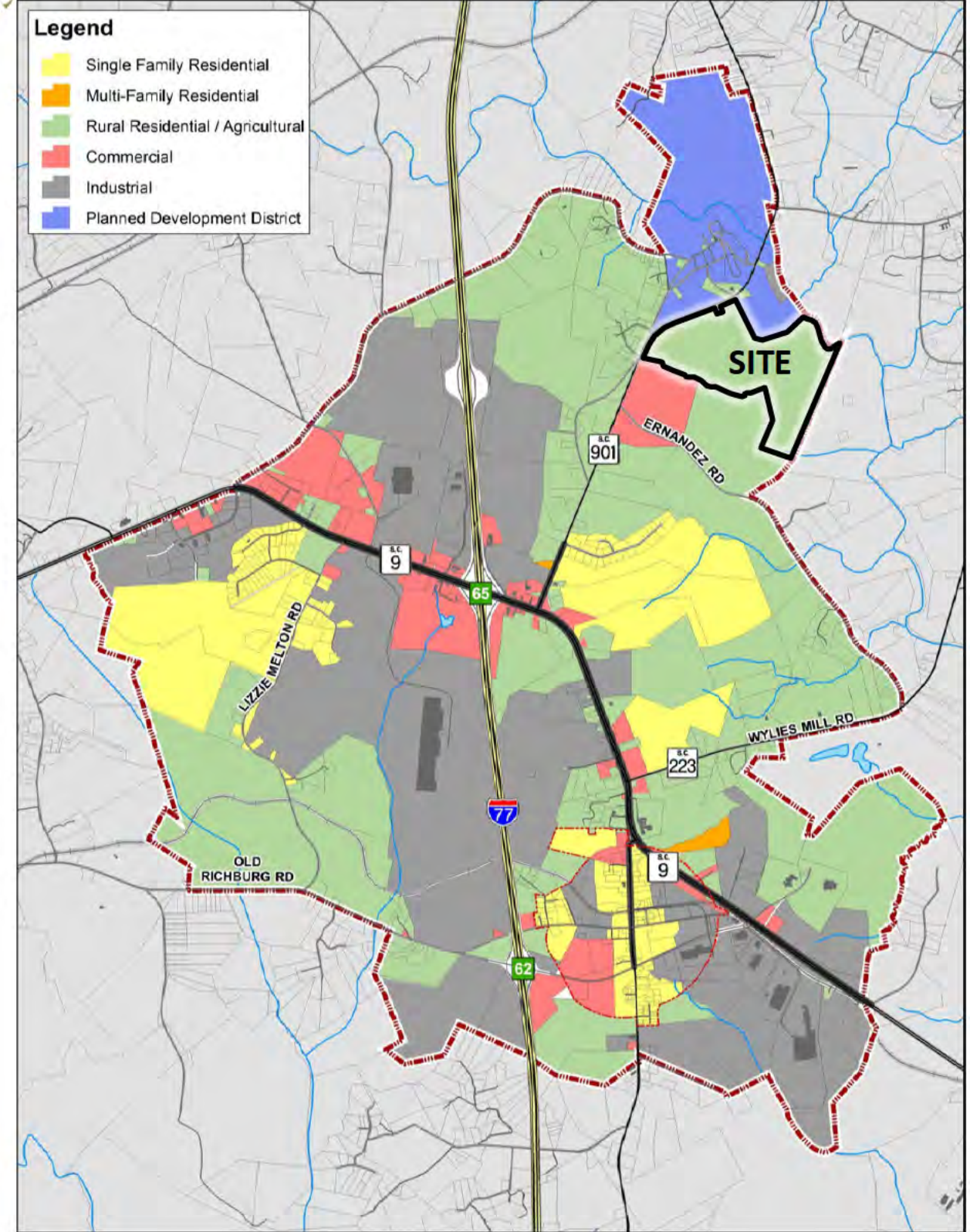
Gateway Master Plan – Existing Zoning



- Property is currently zoned R-2
- Adjacent zoning is Planned Development (PD) to the north, Limited Commercial (LC) to the south, R-1 to the west, limits of the Gateway Master Plan to the east
- Standard planning principles encourage high-density residential uses to transition between commercial properties to lower density uses; i.e., commercially zoned property would generally transition to high-density residential uses
- Existing commercial properties elsewhere in the Gateway district transition to industrial or single family residential
- Existing residential districts do not allow for flexibility in lot sizes; minimums are 10,000 sf (1/4 acre) which is larger than currently constructed suburban neighborhoods and current market demands
- Currently there is a monoculture of housing opportunities in the Gateway District. In order to meet the needs of existing and future citizens as well as market demands, a variety of housing options are needed to fill the void.



Gateway



Page 12

Gateway Master Plan

Figure 7 - Existing Zoning Map

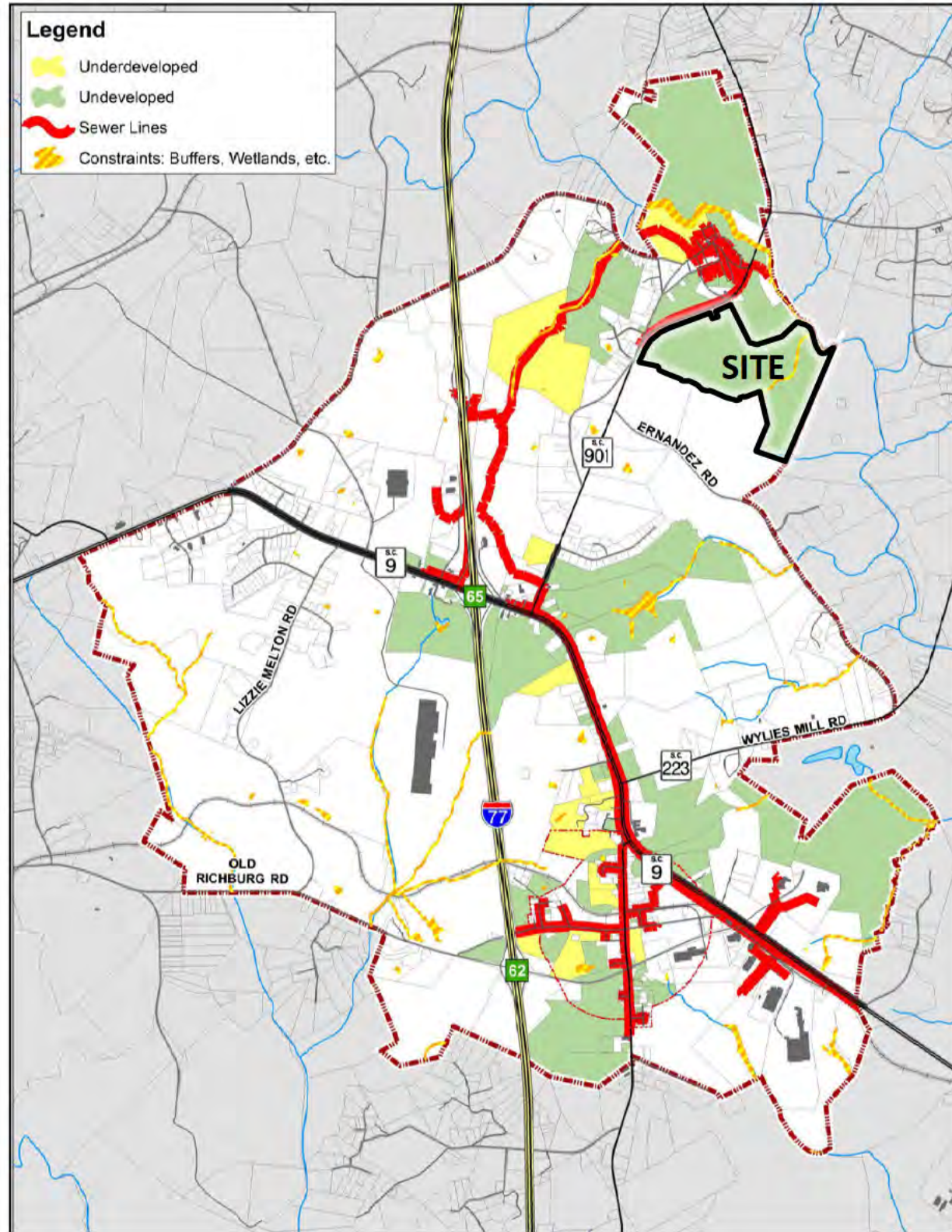
*excerpts from "A Master Plan for the Gateway District" adopted September 18, 2017

Gateway Master Plan – Redevelopment Parcels



- Gateway Master Plan identifies the property as a redevelopment (undeveloped) opportunity due to the proximity to existing sewer.
- The exhibit to the right ***“Redevelopment Areas Within 500’ of Sewer, reflects the most significant opportunity for development and redevelopment regarding proximity to infrastructure.”*** (pg. 22)

Gateway



Gateway Master Plan

Figure 17 - Redevelopment Areas Within 500’ of Sewer

Page 28

*excerpts from “A Master Plan for the Gateway District” adopted September 18, 2017

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan's four themes (pg. 40)

1. **Cultivating Industry,**
2. *Creating Destination,*
3. *Connecting Nature and*
4. *Advancing Infrastructure*

“Cultivating industry actions can include:

- *Secure more local economic opportunities to reverse the commuting pattern and provide jobs closer to home.” (pg. 46)*

Winchester will cultivate industry by:

- Promoting additional housing opportunities
- Providing homes closer to work for employees of major industry

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan’s four themes (pg. 40)

- 1. Cultivating Industry,**
- 2. Creating Destination,**
- 3. Connecting Nature and**
- 4. Advancing Infrastructure**

“Creating destination is a collection of fostering opportunities for a mixture of uses while providing greater housing choices with types of housing that market the Gateway District to all age groups.” (pg. 40)

“The availability of additional housing and the quality of existing and future housing are important components of the continued growth and prosperity of the Gateway District” (pg. 20)

Winchester will create destination by:

- Promoting additional housing opportunities
- Providing a variety of home choices for all age-groups and incomes
- Supplying high-quality housing for all home choices
- Meeting more market needs and housing demands
- Supporting existing industry by providing an increased population in Gateway District

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan’s four themes (pg. 40)

1. *Cultivating Industry,*
2. *Creating Destination,*
3. **Connecting Nature** and
4. *Advancing Infrastructure*

“Incorporating trails and open spaces into development within the Gateway District are a key component for providing connections to nature and healthy communities.” (pg. 52)

Winchester will connect nature by:

- Protecting natural features on-site, including Fishing Creek
- Connecting people and nature through an extensive pedestrian network of walking trails and sidewalks
- Providing tree lined corridors throughout the community
- Providing pocket parks within walking distance for each enclave
- Designing in harmony with nature through sound planning principles

“Vision Statement: The Gateway District is a thriving, key destination center that is diverse with progressive economic opportunities and well-planned communities for living, working, and playing.” (pg. 40)

The Gateway District Master Plan’s four themes (pg. 40)

- 1. Cultivating Industry,***
- 2. Creating Destination,***
- 3. Connecting Nature and***
- 4. Advancing Infrastructure***

“Existing infrastructure should be improved, rehabilitated and maintained to foster infill development. Within the Gateway District, infill development will occur on underutilized properties that are noted as undeveloped and underdeveloped. Infrastructure for these locations will be key to infill development as existing infrastructure will [incentivize] redevelopment.” (pg. 58)

“The goal of the Regional Wastewater Planning Study for Chester County Wastewater Recovery is to ensure that wastewater infrastructure is planned to handle the future growth in the planning area for a fifty year planning period.” (pg. 58)

“All infrastructure providers in the Gateway District support growth and future development patterns.” (pg. 58)

Winchester will advance infrastructure by:

- Promoting infill development of undeveloped land
- Providing access to water and sewer and expansion of existing system
- Providing access to major roads such as 901 (Edgeland Road) and Interstate 77
- Providing developer-funded infrastructure improvements



WINCHESTER



Chester County Planning Commission
July 20, 2021

CCMA21:20: Todd Marion Love request Tax Map # 115-00-00-023-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial) and R2 (Rural Two) to ID-2 (Limited Industrial)

Todd Love stepped to the podium. Mr. Love said I own the piece of property right here that joins the piece of property beside Fastenal. I purchased it in 2012, 2013. I found out there was a little piece that belonged to Jimmy Long that actually jutted into this piece of property we're talking about. I went and purchased it from Jimmy Long. It's a small piece and I found out from Williams Trucking when they were purchasing it from K&K, one is zoned ID-2 one is zoned commercial. I guess it's just that little piece. My plan is to make all of this the same, so I don't have to do all of this when I get ready to sell the property where one piece is ID-2. I don't think it's big enough to build on it. The piece that juts out across the road the State of South Carolina actually has that for a road right of way. It's just the piece of property right beside Fastenal that's ID-2. There is a little piece that juts out that you're seeing and it's probably .16 acers that needs to be rezoned ID-2 so the whole square right there will be ID-2. Chairman Raines said it's 085 according to this. Mr. Love said I plan on having the property resurveyed that whole square will actually end up being ID-2. Chairman Raines said you don't have any plans right now? Mr. Love said right now the plans are, if I did anything with the property would be to sell it, or to put a building on it the same as Fastenal or one of the buildings right there beside it, all right there in the same area. That would be the plans if I did decide to do anything. Right now, I have no plans to do anything but to square it up and avoid going through this in the future for that little piece of property that we found out was zoned different on that side of the road than the other side of the road.

Chairman Raines asked if anyone had any questions. There were none. Director Levister said he just wanted to say that once he submitted his packet they worked together and that's when Mr. Love realized the tringle on the opposite side of the road is actually owned by the state now. When you look in the packet there where it says General Commercial, was taken by the state when Gaston Farm Road was put in. Basically, where it says R2, he wants to ID-2 that and then combine that to have one tax map number. Chairman Raines said the piece across the road is immaterial. Director Lever said that ain't even his anymore. He found out by research and having the surveyor come out he don't even own that; it was taken by the state. I just wanted to verify so you would know about both triangles.

Vice Chairman Smith asked if we need to make a motion to withdraw the table motion? Attorney Winters said not necessarily because when you did make a motion you didn't table it for a date certain, so you tabled it to the end of the meeting.

Commissioner Walley made a motion to approve the rezoning request as presented; seconded by Commissioner Howell. 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 (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20, 2021 Case # CCMA 21-20 Invoice # 3998

The applicant hereby requests that the property described to be rezoned from GC/R-2 to ID-2

Please give your reason for this rezoning request:

Company moving to Chester county. Requested zoning change. Sales contract in place. Zoning contingent for sale. Clean up zoning.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 484110, 484112, 48490

Property Address Information

Property address: N/A
 Tax Map Number: 115-00-01-023-000 Acres: ~~0.36~~ 0.85

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

PLEASE PRINT:

Applicant(s): Todd Marion Love
 Address 1467 Great Falls Highway
 Telephone: _____ work _____
 E-Mail Address: _____

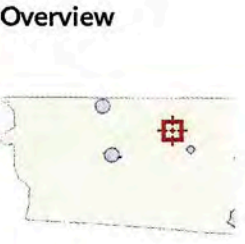
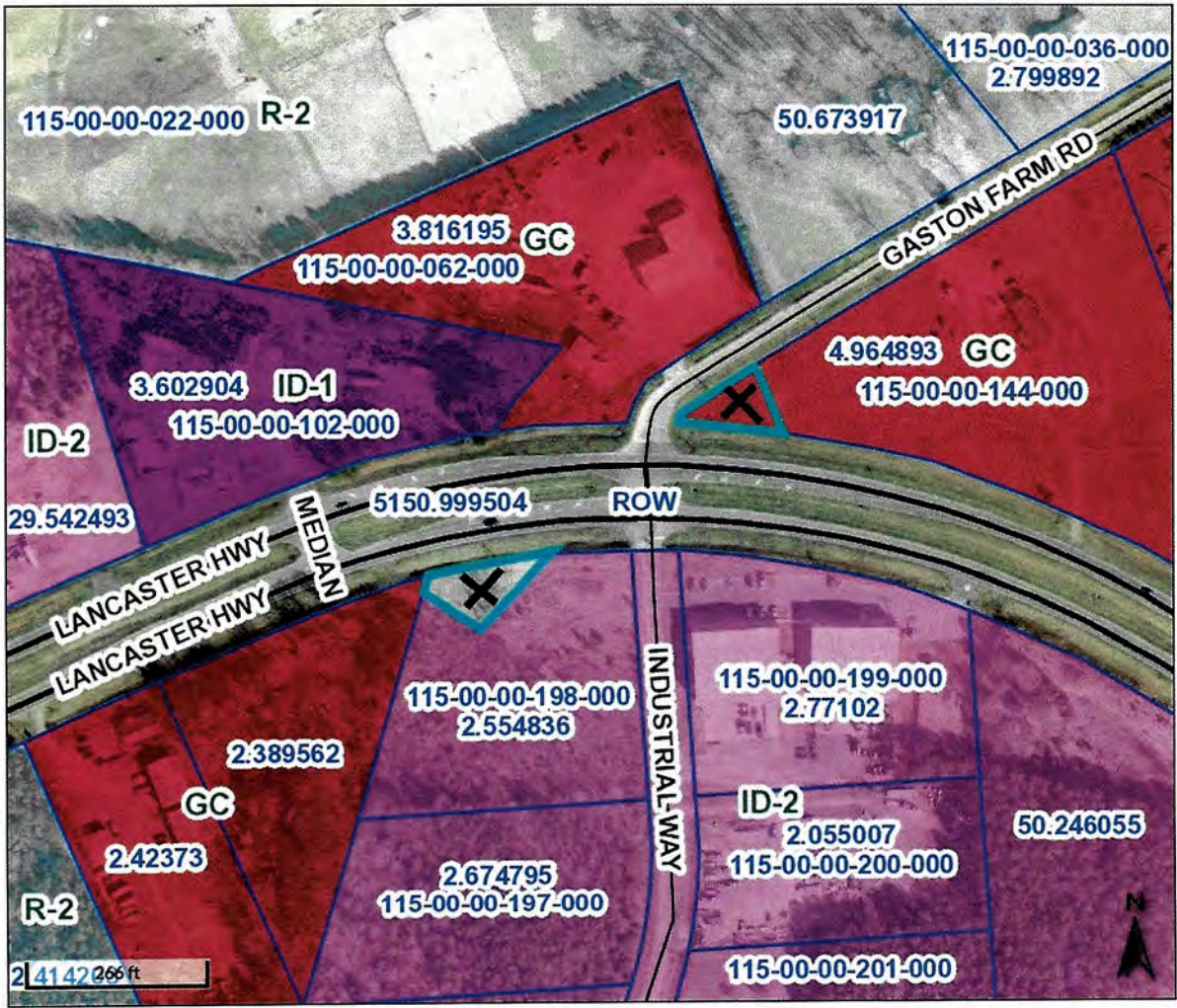
Owner(s) if other than applicant(s): _____
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: Todd Marion Love Date: 6-3-21

Applicant signature: _____ Date: _____

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



- Legend**
- Roads**
- Secondary Road
 - SC Highway
 - Municipals
 - Parcels
- Chester County Zoning**
- AG
 - EDD
 - GC
 - ID-1
 - ID-2
 - ID-3
 - LC
 - R-1
 - R-2
 - R-3
 - R-4
 - RG-1
 - RG-2
 - RIV
 - RS-1
 - County Boundary

Parcel ID	115-00-00-023-000	Alternate ID	n/a	Owner Address	LOVE MARION TODD
Sec/Twp/Rng	n/a	Class	C		1467 GREAT FALLS HWY
Property Address		Acreage	0.36		CHESTER SC 29706
District	03				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

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 GEOSPATIAL

Chester County Planning Commission
July 20, 2021

CCMA21-21: HLC Holdings, LLC request Tax Map # 115-00-00-144-000 located on Lancaster Highway, Chester, SC be rezoned from GC (General Commercial to ID-2 (Limited Industrial)

Chris Gaddy, of 1189 Deer Run, Chester stepped to the podium. I am here to represent HLC Holdings along with Kevin Stephenson. We also have Pete Smith here who is with WBT Trucking. We are on the corner of Gaston Farm and Highway 9. We have a sale pending with WBT Trucking which is contingent on them being able to use it on ID-2. That's why we are requesting this. Just a couple of facts about that area, the property right adjacent to us is owned by Ed's Trucking Company, which is ID-2. Al Trucking Company, which is right down the road, is ID-2. That whole area is ID-2 along with the property Todd owns, that's right across the street. WBT, if I have these facts right, they are a truck and dispatch and truck maintenance company. They 're relocating here to expand or add to where they are and they currently employ twelve people in Chester County and expect to increase to twenty-five employees.

Chairman Raines asked if any commissioners had any questions for the representative. There were none. Chairman Raines asked if anyone was here to speak in favor or in opposition of the rezoning request. There were none.

Vice Chairman Smith made a motion to approve the rezoning request as presented; seconded by Commissioner Williams. Vote was 7-0 to approve.

Chairman Raines stated to the application that the Planning Commission is advisory to County Council. County Council will have three readings on the request, and they could follow up with staff for more information.



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: July 20, 2021 Case # CCMA21-21 Invoice # 3999

The applicant hereby requests that the property described to be rezoned from GC to IO-2

Please give your reason for this rezoning request:

Company moving to Chester county. Requested zoning change. Sales contract in place.
Zoning Change contingent for sale.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 484110, 484122, 488490

Property Address Information

Property address: 2749 Lancaster Highway
 Tax Map Number: 115-00-00-144-000 Acres: 4.97

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

PLEASE PRINT:

Applicant(s): HLC Holdings, LLC 1353 Melanie Ln
 Address 2749 Lancaster Highway, Chester, SC 29706
 Telephone: [REDACTED] cell [REDACTED] work [REDACTED]
 E-Mail Address: [REDACTED]

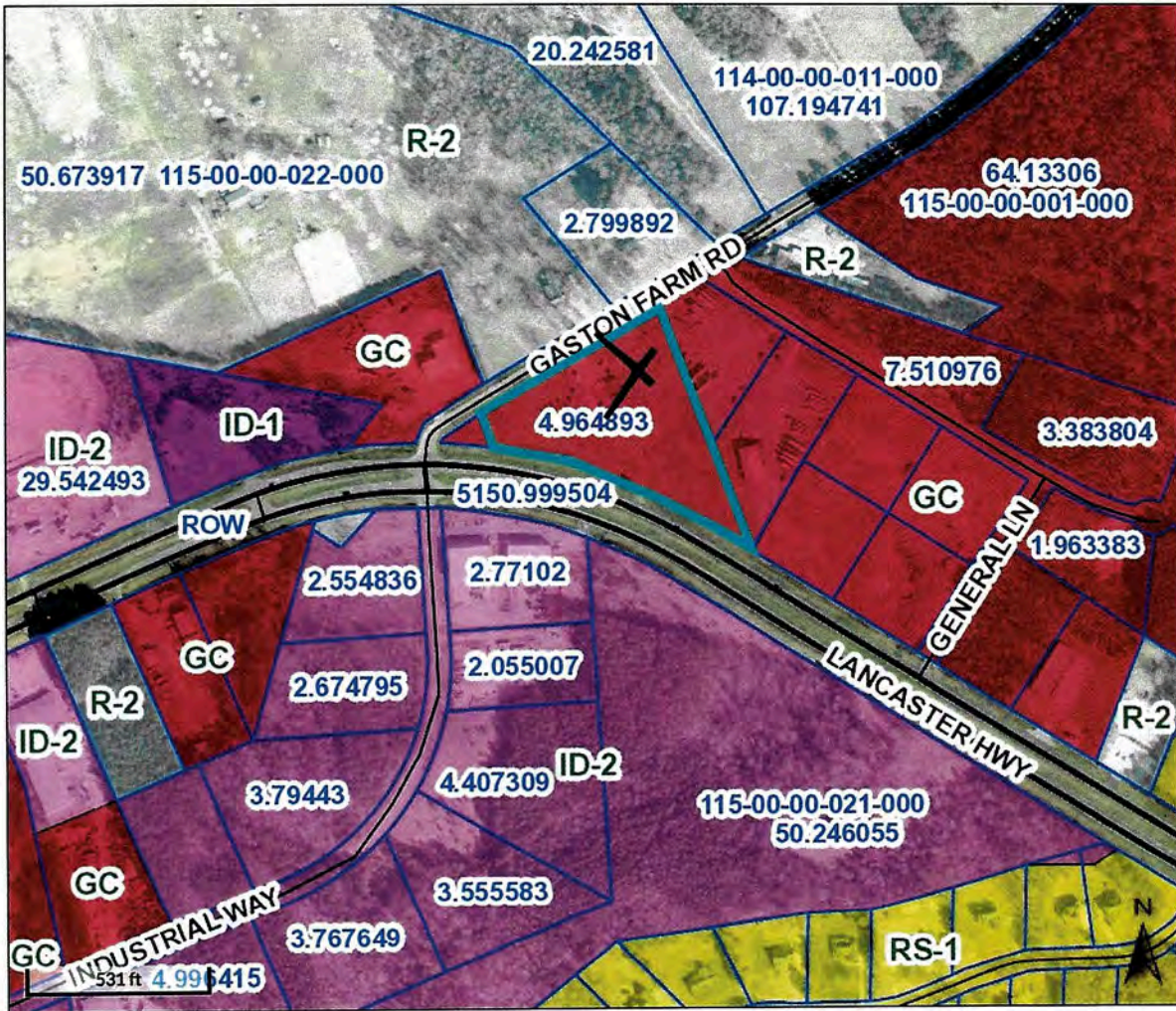
Owner(s) if other than applicant(s): _____
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

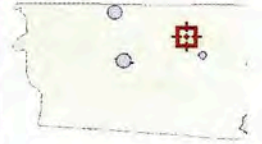
Owner's signature: [Signature] Date: 6-3-21

Applicant signature: _____ Date: _____

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



Overview



Legend

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

Parcel ID	115-00-00-144-000	Alternate ID	n/a	Owner Address	HLC HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	C		1353 MELANIE LANE
Property Address	2749 LANCASTER HWY	Acres	4.965		CHESTER SC 29706
District	03				
Brief Tax Description	HWY 9 CHESTER				
	(Note: Not to be used on legal documents)				

Date created: 7/19/2021
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 GEOSPATIAL

Chester County Planning Commission
July 20, 2021

CCMA21-22: Earl L. Evans request Tap Map # 069-07-01-026-000 located at 528 West End Road, Chester, SC be rezoned from RG-2 (General Residential) to GC (General Commercial)

Quantavious Hopkins, of 660 Center Road, Chester stepped to the podium. He stated his Dad wanted to use this as a mechanic shop. Chairman Raines asked has this been a mechanic shop in the past? Mr. Hopkins said, I guess. Chairman Raines asked if he currently has a business? Mr. Hopkins said yes sir. He had to move. The owner sold the one he had so he bought the land there. Chairman Raines asked how long has he been in business? Mr. Hopkins stated seven or eight years.

Chairman Raines asked the commissioners if they had any questions. Commissioner Grant asked if he was going to use the existing building that's already there. Mr. Hopkins said he's building another one. Chairman Raines asked if he would tear the other down completely. Mr. Hopkins said yes.

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

Commissioner Grant made a motion to approve the rezoning request as presented; seconded by Commissioner Hill.

Chairman Raines stated he had one concern. He said we've been down this road several times. That's a main thoroughfare into town. The appearance of these places, and there are several. I'm not disparaging you sir, there are several places in town when you come by there, they've got junk cars sitting out or cars being worked on. Chairman Raines asked staff what's your roll in preventing that, making them put up screening and that kind of stuff, is that part of your office and duties. Director Levister stepped to the podium and stated basically the ordinance says in that section, which is GC General Commercial, wrecked or junk vehicles prohibited. Outdoor storage of materials used in assembly, fabrication or processing limited to 25% of floor area of building on same lot is permitted if screened from view from public right-of-way. Chairman Raines said we've seen equipment with engine block still hooked to them. Engine lifts and that type of stuff. Chairman Raines asked can you follow up and make sure that type stuff don't happen. Director Levister said correct. Commissioner Howell asked if that's something we need to add as a clause to this. Director Levister said you have the opportunity to put whatever you want to put in the motion. Vice Chairman Smith asked isn't that a county wide ordinance as far as junk cars. Director Levister said yes. Commissioner Walley asked your office is the one that will follow up on that in the county. Director Levister said junk cars, that's T J Martin. Commissioner Grant said well if he puts a new building up that will be improvements to the piece of property next door.

Chairman Raines asked if anyone wishes to change their motion or second based on that information. Motion stood. 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 (Rezoning) Application

Fee: \$150.00

Meeting Date: July 20th, 2021 Case # CCMA21-22 Invoice # 4055
 The applicant hereby requests that the property described to be rezoned from Residential to GC Commercial

Please give your reason for this rezoning request:

put a AUTO SHOP

(Copy of plat must be presented with the application request)

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 237878111

Property Address Information

Property address: 528 West End Rd
 Tax Map Number: H 69-7-1-24 Acres: 0.471

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

PLEASE PRINT:

Applicant(s): EARL L EVANS
 Address: 102 Stewart St Chester SC 29706
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

Owner(s) if other than applicant(s): Sammy Lee Anderson
 Address: 5881 Underwood Avenue Charlotte NC 28213
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

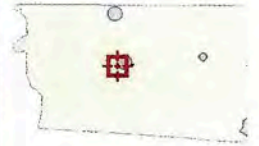
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Sammy Lee Anderson Date: 6-11-21
 Applicant signature: Earl L. Evans Date: 6-11-21

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



Overview



Legend

- Roads**
- Secondary Road
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 - Parcels
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- AG
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 - ID-1
 - ID-2
 - ID-3
 - LC
 - R-1
 - R-2
 - R-3
 - R-4
 - RG-1
 - RG-2
 - RIV
 - RS-1
 - County Boundary

Parcel ID 069-07-01-026-000
 Sec/Twp/Rng n/a
 Property Address 528 WEST END RD

Alternate ID n/a
 Class RN
 Acreage 0.435

Owner Address ANDERSON SAMMY LEE
 CORNWELL JAMES
 5881 UNDERWOOD AVENUE
 CHARLOTTE NC 28213

District 02
 Brief Tax Description n/a

(Note: Not to be used on legal documents)

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 GEOSPATIAL

Chester County Planning Commission
July 20, 2021

CCMA21-24: US Developments request Tax Map # 079-04-02-020-000 located on Village Drive, Chester, SC be rezoned from LC (Limited Commercial) to PD (Planned Development)

Steven Rosenburgh, of 14822 Resolves Lane, Charlotte NC with US Developments, stepped to the podium. The county is doing an amazing job to attract industry and jobs. We'd like to be part of that to bring residential units here. We have a PUD plan proposed which will be commercial, multi, and single family. We have two pieces of property involved in this. We're very close to the school. One of the things we would like to work with, the school board, is to have a walking trail so residence could walk their students there instead of having to use bus or car. We think it's an advantage for single parents that don't have the resources to drive or two parties to take them to school. We have presented the presentation which I believe you have in front of you or on your screen. That shows you what we're proposing. Single family, Multi family, and then the commercial sites. We're working with the national builder to bring them here to this property. We are a land developer, so we don't do the vertical. We work with most of the major national builders. We think that is good for the community. They are very good at marketing, so they'll bring people here. They provide a good product. We've put some samples of homes in here to show you. The development summary, it's 111 acres that we have. The single family lots are 50 foot. Minimum lot size is 6000 square feet. There's 10.83 acres of commercial. 8.99 acers of multifamily with a maximum of 215 units. Again, because it's very close to the city there is available water and sewer. There is a great road network in place. And of course, the school is right there so we believe that the services that are required for a good community are already in place. Our discussions with the county lead us to believe that having additional residential is positive with the jobs that are coming here. Now, I will be quiet unless there are any questions.

Chairman Raines asked the statistics that you gave, that's the entire project. Not just this case. Mr. Rosenburg said that's correct. I apologize. I should have said my remarks will address all three because it's three separate parcels.

Vice Chairman Smith said you said the minimum lot size are 6000 square feet? Mr. Rosenburgh said correct.

Mr. Rosenburgh said I want to thank staff for working with us because we have met with them several times to make sure we are within the parameters that exist today for zoning.

Commissioner Howell said you have only a minimum of five feet between the houses and the property line. Mr. Rosenburg said correct. Commissioner Howell said most air conditioners are five feet now. Mr. Rosenburgh said yes, what they try to do is put them at the back. Commissioner Howell said I understand what you're saying but I was a fireman earlier in my life and I know what five-foot property lines do for you. You burn three houses when you burn one. Commissioner Howell said I'd like to see you extend it to 10 foot. I know it would cut down on your amount of houses but you're looking at life and property also. Mr. Rosenburgh said right. As land has got more and more expensive as you

know homes have gotten closer together. And I don't believe it reaches any fire code, but our engineer is here with us. Brandon can you address that?

Brandon Pridemore, with R. Joe Harris and Associates of 1186 Stonecrest Blvd, Tega Cay stepped to the podium. To address your question Mr. Howell, I know you worked for the fire department, but what we have to do is base it off the international fire code which says the five-foot side yard is sufficient. So, you have 10 feet between homes at a bare minimum. I'm not sure we're in violation. I do understand your request Mr. Howell and that's just something we would have to discuss. Commissioner Howell then said you also have to understand that because the houses are so close together, you've got to put in a bigger water line. Mr. Pridemore said yes sir, with the more recent adopted ones we'll have to have fire flow to 1000 gallons a minute to be able to sustain fires to single family homes. Commissioner Howell then said it also puts the fire hydrants closer together also. Mr. Pridemore said yes sir it can. I can't argue that I'm not a fireman by any means. In my experience I do know fires happen. They are not as frequent with modern day codes with the code improvements that have happened. Case in point would be Statesville, we do a lot of work up there. We've had that issue over and over and over. They've gotten comfortable with five foot. As they look at their history of fire responses, they have been in the homes that were built prior to 1990. They've had zero calls on newer infrastructure.

Commissioner Howell asked is this going to be Section 8 homes? Mr. Pridemore said no sir these are going to be market rate homes. Well, I'll let Steven (Mr. Rosenburgh) answer that. Technical questions I am here for. Anything for the market and homes, that will be Steven.

Commissioner Howell said the other question I have, I see your green space here is all flood plains, which is typically not useable. Mr. Rosenburgh said this is not flood plains in the since that there is water on it. You can't build on it under the national building code, but it's certainly good open space to use. And to answer your question, these are not Section 8. These are homes for sale to individuals. We want to meet the market need here, that the employment that you are generating is going to create.

Commissioner Williams asked, you said these are not Section 8 homes. What are the square footage of these homes and cost wise? Mr. Rosenburgh said that's an interesting question mam. Home prices have been soaring lately. These homes would be an average of 2000, 2200-foot range, it's really hard to build anything less than \$260,000 to \$280,000 today with the price of 2x4's as you know dimensional lumber hit \$1900. It's crazy.

Commissioner Howell asked do you have any commercial lined up to go on this property? Mr. Rosenburgh said no we haven't yet. You've got to get those, in my experience....Commissioner Howell said you got to get the rooftops first. Mr. Rosenburgh said you took the words right out of my mouth. Commissioner Howell asked if there are any particular retail you're looking to attract? Mr. Rosenburgh said what we would attract would be what the community needs as a service point of view. We'd meet with your economic developer and sit down and say what does the community need and that is what we would go after. We've got a whole team that would reach out to do that.

Vice Chairman Smith asked have you developed any other properties with similar densities? Mr. Rosenburgh said yes, unfortunately I'm not smart enough to do anything

else, so I have been doing this for thirty-five years and we've got things in the Charlotte region. Things in Denver. In Charleston. I don't know if you're a golfer or not, Legend Oaks, which is in Charleston, 850 homes. We did that with some commercial and with some apartments. Vice Chairman Smith asked do you mind giving some of those examples in the Charlotte market. Mr. Rosenburgh said Stonebridge, if you've ever been a golfer. That's the largest one we did. Greens of Birkdale is a very, very successful development. Highway 77 North in Huntersville, I'm not even sure they are ten feet apart there. It was a zero-lot line project. We had a zero-lot line project in Charlotte on the South Side. Zero lot line on one side you really have no distance. The house sits on the property line, and you have five feet on the other. Vice Chairman Smith said thank you that gives me a frame of reference.

Chairman Raines asked what would be the smallest square foot house, you said it would average? Mr. Rosenburgh said probably.... it's hard to do anything less than 1,800 square feet today to meet peoples demands. Chairman Raines said some would be 2,400. Mr. Rosenburgh said yes. 24, 26. Builders will love to take it up because they get more to build more. Chairman Raines said economy to scale. Mr. Rosenburgh said exactly. The smaller the house, the less profit. It's really not a good economic thing.

Commissioner Howell asked, these homes will have garages? Mr. Rosenburgh said yes sir. Commissioner Howell said there will be no on street parking? Mr. Rosenburgh said whatever your local municipal code is for parking. They all have garages. We're not doing a home without garages. Commissioner Howell asked what the distance from the home to the back of the sidewalk is going to be, what's your restriction? Mr. Pridemore said we have it listed on the zoning plan but we're going to have 20 feet from the right of way, so from the sidewalk itself to the right of way you've got about twenty-five feet to park a vehicle and stay clear of the sidewalk, which wouldn't impede the sidewalk. Typical household vehicle is going to be around sixteen to seventeen feet. So, the intent I think, that answers the question about parking. We can't control who parks in the street and who doesn't. We don't ever encourage it or advertise it. That's probably a question for Mike and his staff. The intent is to have a two-car garage and two parking spaces for each home. Commissioner Howell said so you're leaving only sixteen feet from the garage and the back of the sidewalk basically? Mr. Pridemore said no sir. When we look at it, you're going to have, from the garage to the right of way, it's twenty feet and then the right of way to the sidewalk is three to four feet, so you've got twenty feet to park exclusive of the garage. Commissioner Howell asked the road of way is going to stop where on the property? Mr. Pridemore said the right of way is going to be the front lot line so it's going to be twelve feet off the back of the curb, and then we start the twenty-foot gap to where the house would be.

Chairman Raines asked if anyone had any more questions. Attorney Winters asked I'm curious as to in your agreement for the sale and purchase of the property, on page two, seller hereby appoints the purchaser as its agent for purposes of filing for annexation. Do you plan on doing that? Mr. Rosenburgh said we put that in if required. We're not planning to annex at this time. Attorney Winters asked, if required, why? What would require annexation? Mr. Pridemore said the discussion at the time was that we didn't know if this was going to be better suited for the City of Chester or Chester County. But the decision was made after they signed the contracts that we would like to keep this as a county project. Attorney Winters said ok. Mr. Pridemore said that's the only reason, they just wanted to

cover and not have to make an amendment in case something changed. Attorney Winters said sure, thank you.

Commissioner Grant said one last question, do you intend to have restrictive covenants that's similar to this? Mr. Rosenburgh said yes sir. Mr. Pridemore said that is for the specific partner we are working with so it's very specific to them.

Chairman Raines asked if anyone had any further questions.

Mr. Rosenburgh said Mr. Chairman, member of the commission, I'd like to give my personal thanks. I served for eight years on the Charlotte Planning Commission. Six years as the Chairman. I understand how much work and effort this is to review these documents and understand what's coming before you.

Thank you. Chairman Raines said Thank you. Attorney Winters said then as you likely know, I just want to reiterate for the record this commission is advisory, and they will advise whatever their decision will be to County Council. Then there will be three readings by County Council. This is your public hearing. There will not be another public hearing. Mr. Rosenburgh said thank you for that clarification, we are used to another public hearing. Attorney Winters said I know, that's why I told you. You do however have the ability to speak; County Council does have citizens comments at the beginning of every meeting. It's three minutes. You can sign up. The sign up is usually in the hallway or you can tell the clerk that you want to be on the agenda. So, if you want to address council that's how you will do it. Mr. Rosenburgh said thank you for that clarification as well. So, as the applicant we do not have the right to speak. We have to sign up to speak. Attorney Winters said yes sir.

Chairman Raines asked if any member of the public tonight would like to speak in opposition or in favor of this rezoning request.

Brady Bell, an owner of Bell Auto Body Repair, which is a second-generation business, with his younger brother Ben Bell, stepped to the podium. Me, him, my late Dad, and my late Grandfather have owned three generations of business within this area. So, growth in this area is great. I'm in 100% agreeance with it. It's got to come. You can look at York County. Lancaster County. Growth has got to come. The only concern, Mr. Grant made, I would like to see a copy of the covenants and restrictions for the planned neighborhood because...in the past two generations of family, the neighborhood behind us has gone to mess and pop basically. It is a freaking mess back there. I want to make sure the future, not my generation cause Lord knows forty to fifty years from now I'll be gone Lord willing, future generations I want to make sure the same thing is not accruing because this is going to be a long-term endeavor project. The second thing is, water and sewer, has any of that stuff been addressed because that stuff is very old and outdated. I have issues with where I'm at, there is phone issues. What they are talking about bringing is going to take a lot of infrastructure. All that terracotta piping is past gone in the ground. The water line, the phone, that stuff I have questions about. I'm in agreeance with the growth but I have basically two questions this evening.

Chairman Raines asked didn't we have information, Director Levister said it's in your packet. Attorney Winters said we have a letter from CMD. Chairman Raines said the sewer district says they can handle. I don't think they addressed the structure itself. They have they capacity to take this on. But whether the pipes are new or old, your end would be

older. The other end at Second Baptist Church I would think would be much newer infrastructure. Maybe that's what they're talking about using. I have no idea, but that would just be an assumption on my part. It would make sense, if you will. Otherwise, I can't answer your question for sure.

Steve Bishop of 531 Sherwood Circle Chester stepped to the podium. I am the pastor of Chester Freedom Ministries and part of the land they are talking about purchasing is land that we own. We purchased the land twenty years ago to build houses on. To build residential space for people because it was such a need then, no where near as badly as it is today. We've been in that process; we built the HUD 202 for senior adults, and we wanted to continue to do that to provide housing for people of different income levels. We looked at different projects over the years and had some that looked promising but none that ever materialized. When we were approached by this company with their plan, and I went and visited the sites that they've given to you personally to see what their construction looked like. What their communities looked like and was pleased with that. So, our desire is to provide housing for people in Chester County. A lot of the housing will be for people like fireman, policemen and teachers. It's a good plan to help the community. At least that's our view. When I say our view, I'm speaking of the elders of Chester Freedom Ministry. As far as Mr. Bells concern about the sewage and water, we put in new lines when we put in housing and our church seventeen, eighteen years ago. I don't know all parts of that, but I know we ran the line from Highway 9 and then we ran the sewage from Robin Circle. Those are the things we're doing. Again, we're in hopes of providing housing for people that will be coming to Chester. Those that are here of course, as always. But people that may come to Chester County as well. That's reason for being part of this as it were. Like I say, we typically do our research and this company seems to measure with us as far as quality and being willing to do what they say they will do and so that's our reason for being involved.

Commissioner Grant wanted to expand on Mr. Bell's question. Homeowner restrictions or Homeowners Association take care of the property. And the restrictions they put in place help maintain value of your property over the years. That's the purpose of them. And if he institutes these right here, based on me living in a homeowner's association subdivision before I moved here, these are very restrictive.

Chairman Raines asked of there were any other discussion. Commissioner Howell said he would like to see a little more distance between the houses. I mean this is, I understand it's land and land is expensive. I just don't see houses ten feet apart wall to wall. Chairman Raines asked the setbacks now meet the requirements of the district, correct without any issues? Director Levister said you've got to realize that when you create a plan development that the developer designs the project with setbacks that he thinks is suitable for the project. Chairman Raines said it undoes the whole project, essentially. Director Levister said yes. Chairman Raines said we've addressed this before but going forward... Director Levister said the PD section doesn't have a minimum set back. The developer presents it to the county and the county makes the decision if they want to increase it at the next level. Chairman Raines said the whole purpose is you get higher density. Director Levister said correct. Chairman Raines said setbacks shrink based on that, and it does meet NFP code. Director Levister said yes. Chairman Raines said I understand what Mr. Howells is saying but it's done other places. Director Levister said correct.

Commissioner Grant said well this is no different than any other subdivision I've seen put around here. And if that's what the residents want, that's what the resident can have as far as I am concerned. As far as distance between houses, I've seen them even closer than this, quite closer as a matter of fact, probably by ten feet. So, when you burn one, you burn the other one. I understand Mr. Howells's question but that's left up to the homeowner because if they are building somewhere up around 2,000 square foot homes, if the homeowner wants that, fine with me. Commissioner Howell said I withdraw my request.

Vice Chairman Smith said I think the issue is more on the county's side not the developer side. We don't really have a footprint, a blueprint for this. It seems like in all these projects, the key issue is the high density. Chairman Raines said, yep. Vice Chairman Smith said I think that needs to be resolved from the county's perspective. Chairman Raines said you want a complete plat of the things laid out? Vice Chairman Smith said I'd just like a more detailed assessment of the density in these planned developments. Chairman Raines said conceptually you've got ten feet between houses. Commissioner Grant said that happens when he comes back with a master plan. Isn't that right Mike? Director Levister said well he's already presenting what the density is in the packet you've already received. He's already telling you it's a minimum of 6,000 square foot lot. He's telling you the density is like 2.86 in single family. It's less than the current ones that's already been through the system. Chairman Raines said some of those were four and a quarter. Director Levister said correct. He's presented everything that is required in the Planned Development section of the Chester County Zoning Ordinance. Chairman Raines said the way I understand these types of issues, the NFPA codes are studied by people that understand that stuff and you're hanging your hat on a lot of building methods with material, fire rated walls that are long enough for the fire department to get there. Occasionally you do have two or three houses burn down, like it happened in Indian Land not too long ago, but I don't know that that's the scope of this commission.

Commissioner Grant asked can I make a motion, so we don't beat this horse to death. Chairman Raines said yes.

Commissioner Grant made a motion to approve the rezoning request as presented; seconded by Chairman Raines. (CCMA21-24 only) Vote was 5-2 to approve with Commissioners Howell and Williams opposed.

Commissioner Grant said the only other discussion I have is that I want to see rooftops.



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: July 20, 2021 Case# CCMA21-24 Invoice# 3924

The applicant hereby requests that the property described to be rezoned from LC to PD

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Village Drive
 Tax Map Number: 079-04-02-020-000 Acres: 33.82

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

PLEASE PRINT:

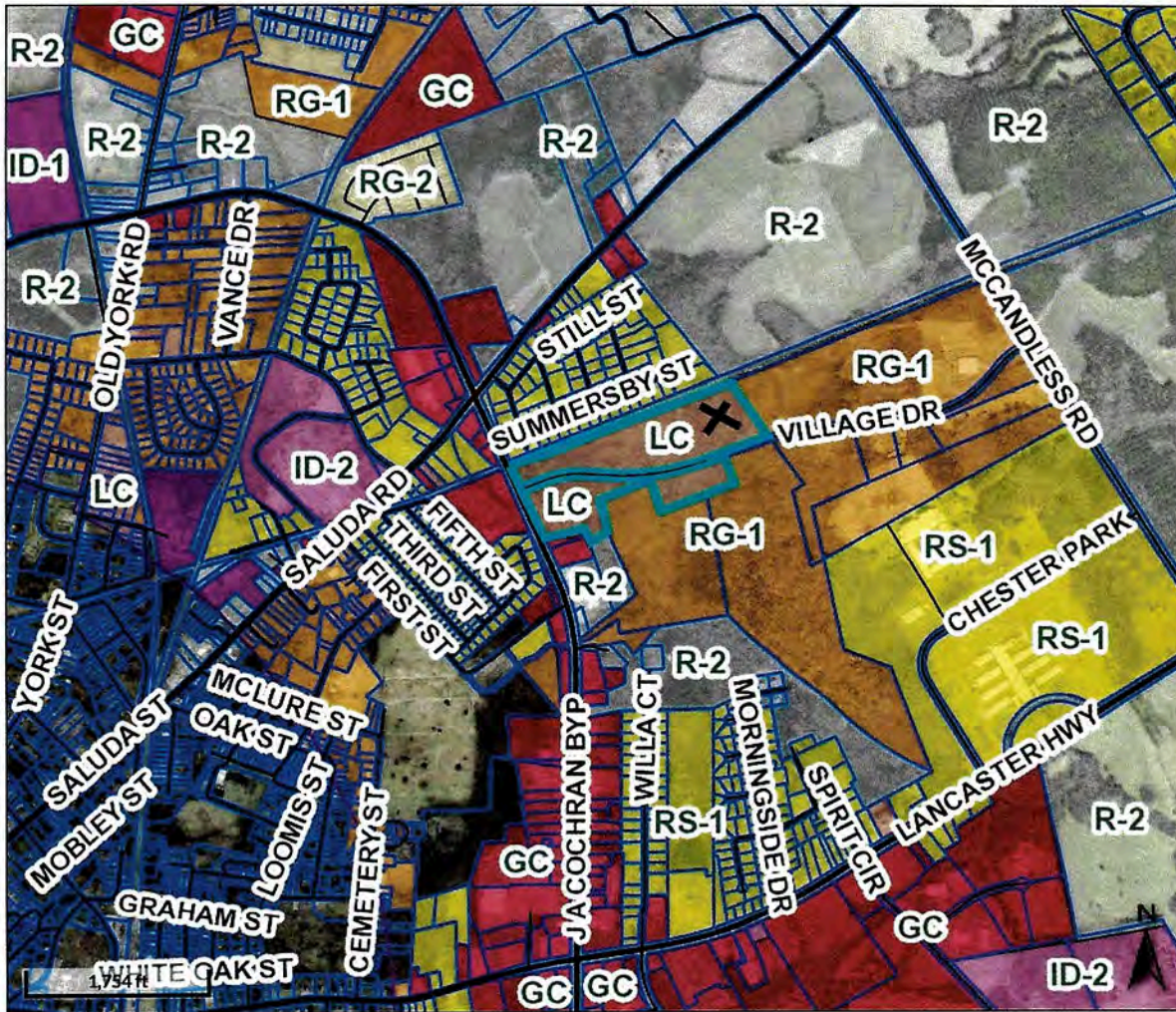
Applicant (s): US Developments
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209
 Telephone: _____ cell _____ work N/A
 E-Mail Address: _____

Owner(s) if other than applicant(s): Second Baptist Church of Chester (Chester Freedom Ministries)
Address: 729 Village Drive, Chester, SC 29706
 Telephone: _____ cell N/A work N/A
 E-Mail Address: N/A

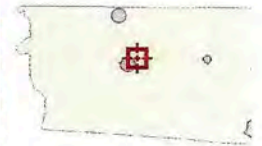
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 5/26/21
 Applicant signature: [Signature] Date: 5/26/21

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



Overview



Legend

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

Parcel ID 079-04-02-020-000
 Sec/Twp/Rng n/a
 Property Address

Alternate ID n/a
 Class EX
 Acreage 33.451

Owner Address SECOND BAPTIST CHURCH OF
 CHESTER SC
 729 VILLAGE DRIVE
 CHESTER SC 29706

District 02
 Brief Tax Description 72 BY PASS NORTH
 (Note: Not to be used on legal documents)

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

VILLAGE DRIVE

PLANNED DEVELOPMENT



DEVELOPER:



US DEVELOPMENTS
BROKERAGE, DEVELOPMENT, MANAGEMENT.

ENGINEER:

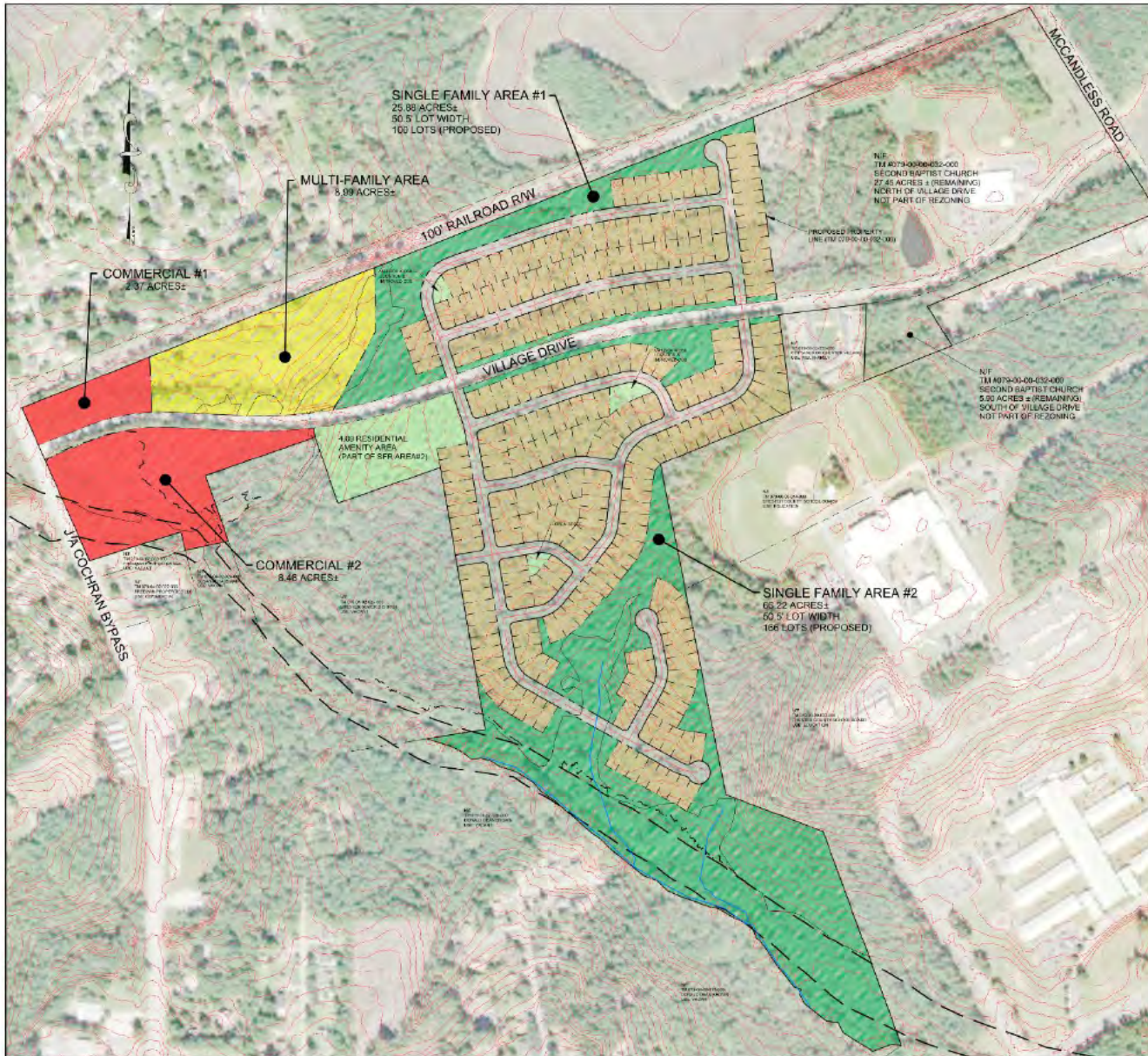


R. Joe Harris & Associates, Inc.

1186 Stonecrest Blvd., Tega Cay, S.C. 29708
(803) 802-1799

Area Map - Google





VICINITY MAP - N.T.S.

GENERAL INFORMATION:

PROJECT: VILLAGE DRIVE PLANNED DEVELOPMENT (PD)
DEVELOPER: US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122
OWNERS: (1) SECOND BAPTIST CHURCH OF CHESTER
 (2) JOSE EFRAIN ORTEGA
PARCELS: (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)
 (2) 079-04-02-088-000
ACREAGE: 90.10 ACRES ± (RESIDENTIAL)
 8.89 ACRES ± (MULTIFAMILY)
 13.83 ACRES ± (COMMERCIAL)
 111.82 ACRES ± (TOTAL)
EXISTING ZONING: LC & RG-1
PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED, MULTIFAMILY, COMMERCIAL
MAX. DENSITY: SINGLE FAMILY LOTS - 256 (2.89 UNITS/AC)
 MULTIFAMILY UNITS - 216 (24 UNITS/AC)
 MAX. ALLOWED - 472 DWELLING UNITS
COMMERCIAL: PER REZONING NOTES
SINGLE FAMILY LOTS:
 - MIN. LOT WIDTH: 50 FT. @ FRONT S.B.
 - MIN. LOT DEPTH: 120 FT.
 - MIN. LOT SIDE: 6,000 FT.
 - SETBACKS/YARDS: FRONT S.B. - 20 FT.
 CORNER YD. - 10 FT.
 SIDE YARD - 5 FT.
 REAR YARD - 25 FT.
MULTIFAMILY ATTACHED UNITS:
 - MIN. LOT WIDTH: 20 FT. @ FRONT S.B.
 - MIN. LOT DEPTH: 95 FT.
 - MIN. LOT SIDE: 1,500 FT.
 - SETBACKS/YARDS: FRONT S.B. - 20 FT.
 REAR YARD - 15 FT.
 - MIN. 20' BUILDING SEPARATION
 - MIN. 20' FROM SIDE STREETS (CORNER)
MULTIFAMILY APARTMENTS:
 - MIN. LOT WIDTH: 100 FT.
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: FRONT S.B. - 30 FT. (VILLAGE DRIVE)
 ROAD SETBACK - 20 FT. (RESIDENTIAL)
 SIDE YARD - 10 FT. (MULTIFAMILY)
 REAR YARD - 20 FT. (NON-RESIDENTIAL)
COMMERCIAL PARCELS:
 - MIN. LOT WIDTH: 100 FT.
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT.
 SIDE YARD - 20 FT. (RESIDENTIAL)
 REAR YARD - 10 FT. (ALL OTHERS)
 - 20 FT.

OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE
 MULTIFAMILY - 10% OF GROSS ACREAGE
 COMMERCIAL - N/A
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)



DATE:	ISSUED FOR:	REV:
05/25/2021	REVISION 1	
www.rjeharris.com		
<p>This sheet shall not be used to construct a structure without the approval of the appropriate regulatory authority. The user assumes all liability for any errors or omissions. The user shall be responsible for obtaining all necessary permits and approvals. The user shall be responsible for obtaining all necessary permits and approvals.</p>		
Project Manager: R. Joe Harris Designer: B. Pickens Date: May 25, 2021	US DEVELOPMENTS 5825 CARMELIE BOULEVARD, SUITE 200 CHARLOTTE, NORTH CAROLINA 28209 P: 704.576.0122	
VILLAGE DRIVE PLANNED DEVELOPMENT PD REZONING MASTER PLAN		
Drawing Title: RZ-1	Drawing No.: RZ-1	





DEVELOPMENT SUMMARY

SIZE OF THE PROJECT IS 111.92 ACRES

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

SINGLE FAMILY RESIDENTIAL

- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

MULTI-FAMILY RESIDENTIAL

- > Apartments or Townhomes

ADVANTAGES OF DEVELOPMENT

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
 - access to Lancaster Highway (Hwy 9)
 - access to Saluda Road (Hwy 121)
 - adjacent to JA Cochran Bypass

TRAFFIC IMPACT STUDY

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)

Chester County Planning Commission
July 20, 2021

Chairman Raines made a request to combine the last two cases CCMA21-25 and CCMA21-26 both requesting to be rezoned from RG-1 (Multi Family) to (PD Planned Development). Applicant presented these cases along with CCMA21-24. Commissioner Grant made the motion to combine to two; seconded by Chairman Raines. Vote was 7-0 to combine.

CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

Chairman Raines said as mentioned we've already heard the presentation for the three cases combined. We discussed many issues such as setbacks and water and sewer. I will ask the questions, is there any member of the public that would like to speak in favor or in opposition of this rezoning request. There were none.

Chairman Raines made a motion to approve the rezoning request for CCMA21- 25 and CCMA21-26 as presented; seconded by Commissioner Grant. *Vote was 5-2 to approve with Commissioners Howell and Williams opposed.*



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: 6.15.21 Case # CCMA21-25 Invoice # 3924

The applicant hereby requests that the property described to be rezoned from RG-1 to PD

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Village Drive
 Tax Map Number: 079-04-02-088-000 Acres: 50.10

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

PLEASE PRINT:

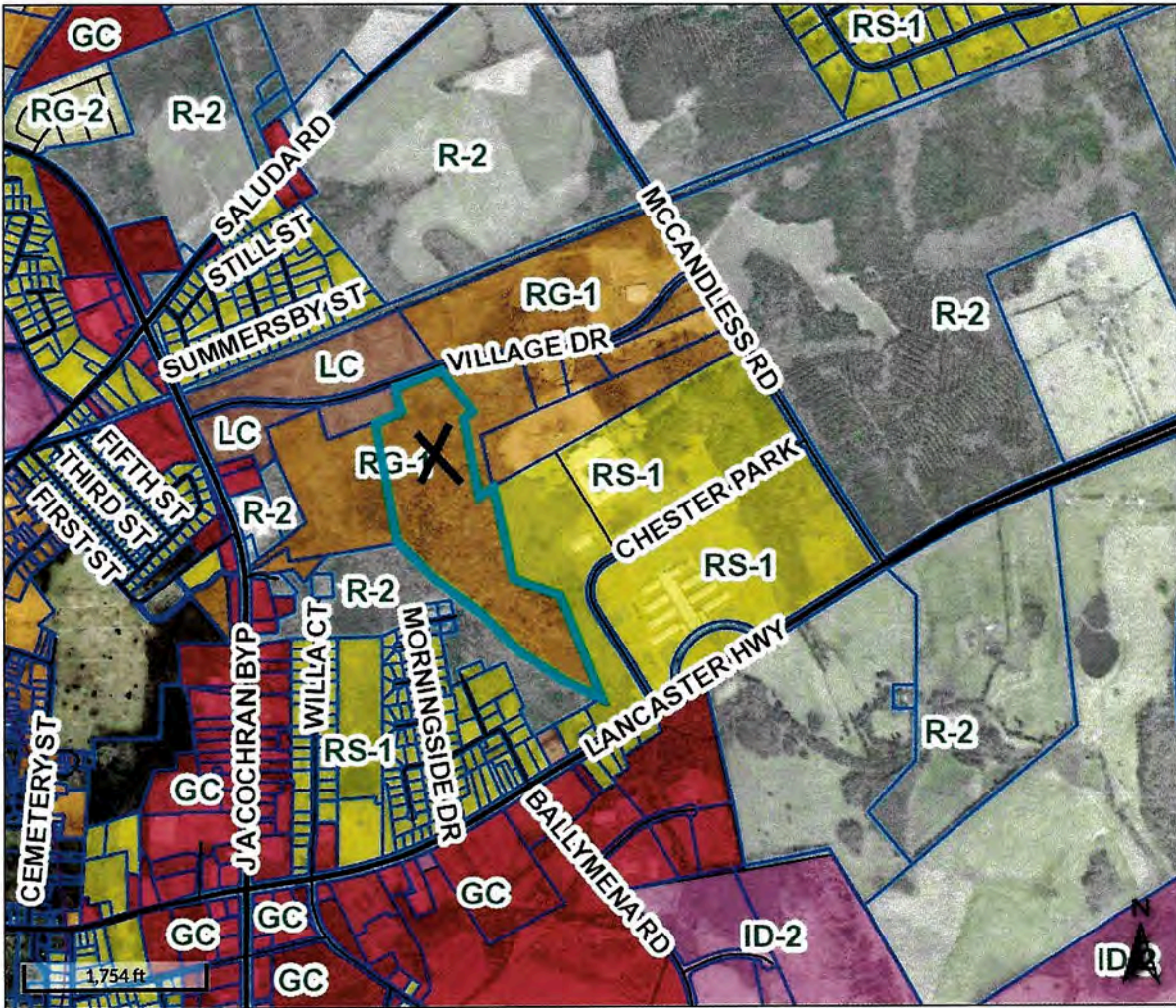
Applicant (s): US Developments
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209
 Telephone: _____ cell _____ work N/A
 E-Mail Address: _____

Owner(s) if other than applicant(s): Jose Efrain Ortez
Address: 117 Henry Street, Chester, SC 29706
 Telephone: N/A cell N/A work N/A
 E-Mail Address: N/A

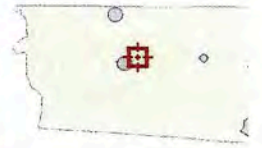
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 03-10-21
 Applicant signature: [Signature] Date: 05-10-2021

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 - R-1
 - R-2
 - R-3
 - R-4
 - RG-1
 - RG-2
 - RIV
 - RS-1
 - County Boundary

Parcel ID 079-04-02-088-000
 Sec/Twp/Rng n/a
 Property Address
 District 02
 Brief Tax Description n/a

Alternate ID n/a
 Class LA
 Acreage 49.95

Owner Address ORTEZ JOSE EFRAIN
 13619 SLEDGE ROAD
 CHARLOTTE NC 28278

(Note: Not to be used on legal documents)

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

VILLAGE DRIVE

PLANNED DEVELOPMENT



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US DEVELOPMENTS
BROKERAGE, DEVELOPMENT, MANAGEMENT.

ENGINEER:

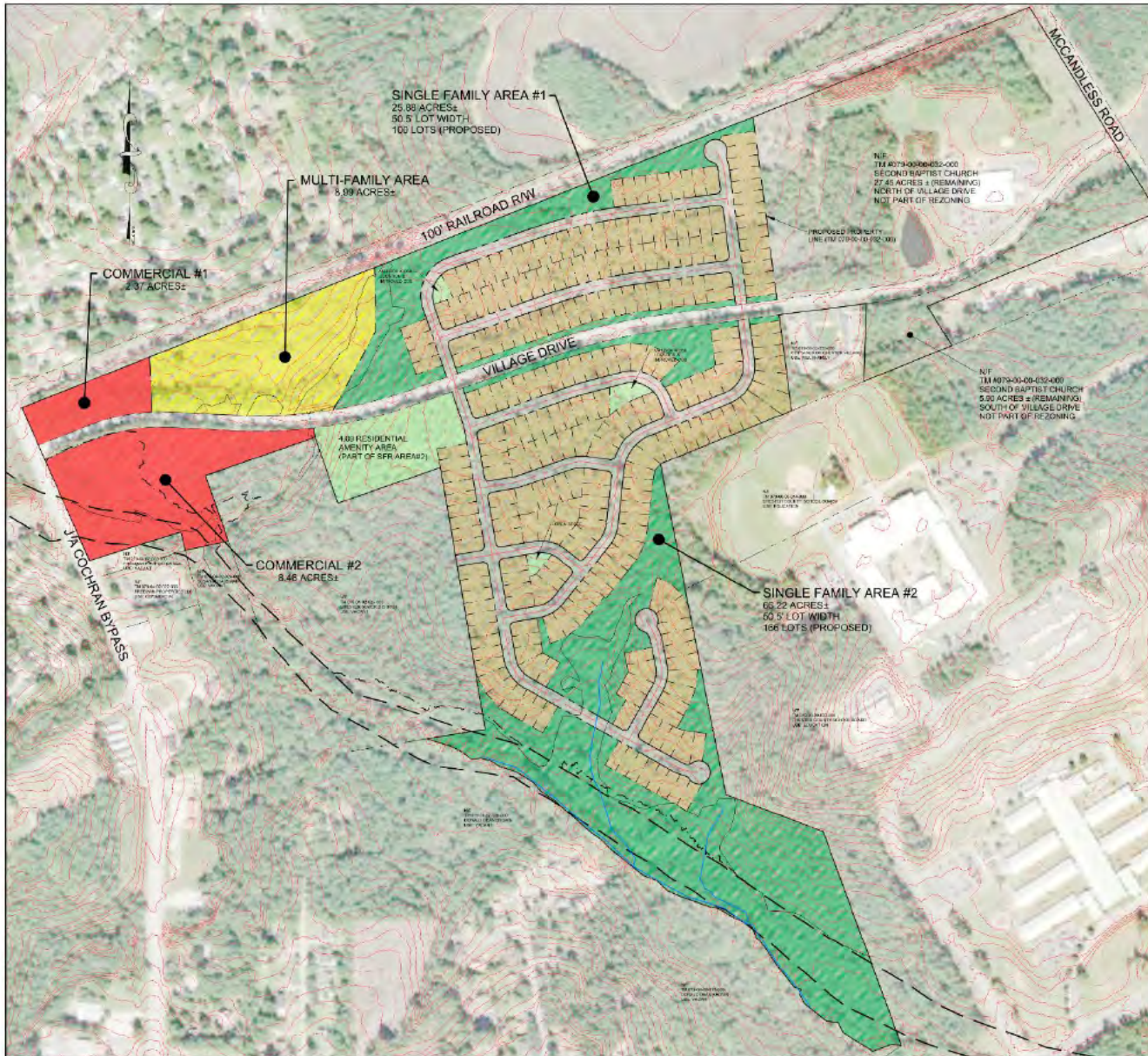


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COMMERCIAL PARCELS:
 - MIN. LOT WIDTH: 100 FT
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT
 SIDE YARD - 20 FT (RESIDENTIAL)
 REAR YARD - 10 FT (ALL OTHERS)
 - 20 FT

OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE
 MULTIFAMILY - 10% OF GROSS ACREAGE
 COMMERCIAL - N/A
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)

GRAPHIC SCALE
 0 100 200 300 400
 1" = 100 FT
 1" = 100' = 30.48 M

DATE	ISSUED FOR	REV
05/24/2021	Final Plan	1
05/24/2021	Final Plan	2



RJH
 R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning
 Management
 www.rjeharris.com

US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122

Project: VILLAGE DRIVE PLANNED DEVELOPMENT

Drawing Title: PD REZONING MASTER PLAN

Project No.: RZ-1

Prepared By	Checked By
A. Pridemore	B. Pridemore
A. Pridemore	B. Pridemore

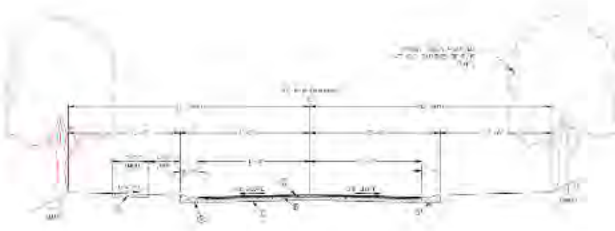
Date: May 25, 2021

Scale: 1" = 100 FT

Project: VILLAGE DRIVE PLANNED DEVELOPMENT

Drawing Title: PD REZONING MASTER PLAN

Project No.: RZ-1



ZONING INFORMATION | GENERAL PROVISIONS:

1. THIS REZONING PLAN SHALL TAKE PRECEDENCE OVER ANY CONFLICTS WITH THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS.
2. THE ORDINANCES IN PLACE AT TIME OF REZONING APPROVAL SHALL GOVERN THE PROJECT UNTIL COMPLETION AND PROJECT SHALL NOT BE SUBJECT TO ANY CHANGES IN THE CHESTER COUNTY ORDINANCE UNLESS SUCH CHANGES ARE THE RESULT OF COMPLIANCE WITH STATE AND/OR FEDERAL LAWS.
3. UNLESS OTHERWISE SPECIFIED WITHIN THIS REZONING PLAN, THE CHESTER COUNTY ZONING ORDINANCE AND CHESTER COUNTY LAND DEVELOPMENT STANDARDS IN PLACE AT TIME OF REZONING APPROVAL WILL GOVERN THE PLANNING DESIGN AND CONSTRUCTION OF THE PROJECT.
4. SUB-PHASING OF THE PROJECT WILL BE PERMITTED AND MUST BE PROPOSED AT TIME OF PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) FOR EACH RESPECTIVE DEVELOPMENT AREA (ALSO CONSIDERED MASTER PHASES).
5. MINOR AMENDMENTS TO THE REZONING PLAN MAY BE APPROVED BY THE PLANNING DIRECTOR WITH A WRITTEN LETTER OF REQUEST AND MAY INCLUDE, BUT NOT BE LIMITED TO:
 - CHANGES TO INTERNAL ROAD CONFIGURATIONS
 - INCREASE IN MIN. REQUIRED LOT SIZE
 - CONVERSION OF MULTI-FAMILY AREA TO SINGLE FAMILY RESIDENTIAL USE
 - CHANGE IN PHASING/SEQUENCING
 - ADJUSTMENT OF OPEN SPACES AND SINGLE FAMILY LOT LINES SO LONG AS MIN. OPEN SPACE REQUIREMENT FOR EACH AREA ARE MET
6. MAJOR AMENDMENTS TO THE REZONING PLAN WILL REQUIRE APPROVAL BY THE PLANNING COMMISSION AND COUNTY COUNCIL AND WILL INCLUDE:
 - CHANGES IN ZONES OR OTHER TERMS AS PERMITTED UNDER MINOR AMENDMENTS
 - INCREASE IN RESIDENTIAL DENSITIES
 - REDUCTION OF MIN. LOT SIZE BELOW APPROVED REZONING STANDARDS
 - REDUCTION OF OPEN SPACES BELOW THE MIN. OPEN SPACE STANDARDS SET FORTH IN THIS REZONING
7. DRAFT OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R) SHALL BE PROVIDED TO CHESTER COUNTY FOR REVIEW AND MUST BE RECORDED AT TIME OF THE SUBDIVISION RECORDEDATION.

MAX. PERMITTED DENSITIES | PERMITTED USES:

1. DENSITIES FOR RESIDENTIAL USES SHALL NOT EXCEED THOSE SPECIFIED ON SHEET RZ-1
2. PERMITTED USES FOR EACH DEVELOPMENT AREA ARE AS FOLLOWS:
 - SINGLE FAMILY AREAS (SINGLE FAMILY DETACHED DWELLINGS)
 - MULTI-FAMILY AREAS (APARTMENTS, CONDOMINIUMS, ATTACHED SINGLE FAMILY (TOWNHOUSES), COMMERCIAL AREAS (USES ALLOWED UNDER GENERAL COMMERCIAL ZONING DISTRICT (GCZ))
3. IMPROVED OPEN SPACES (AMENITIES, TRAILS, PLAY FIELDS, PARKS/PLAYGROUNDS, PASSIVE (LAWNS, SITTING AREAS, LANDSCAPED AREAS), OPEN SPACES AND NATURAL AREAS) SHALL BE PERMITTED IN ANY DISTRICT.

OPEN SPACES:

1. OPEN SPACES (IMPROVED, PASSIVE OR NATURAL) ARE PERMITTED IN ANY DEVELOPMENT AREA.
2. OPEN SPACES MAY INCLUDE IMPROVED AMENITIES (EVEN IF ON A DEDICATED ALIQUOT LOT), ACTIVE OPEN SPACES, PASSIVE OPEN SPACES, NATURAL AREA OPEN SPACES AND STORMWATER DETENTION PONDS.
3. OPEN SPACES SHALL BE MAINTAINED BY EITHER A MASTER PROPERTY OWNERS ASSOCIATION (MPOA) OR SUB-HOMEOWNERS ASSOCIATION (SHOA) FOR EACH RESPECTIVE DEVELOPMENT AREA.

STREETS & TRAFFIC:

1. DEVELOPMENT SHALL INCLUDE WHO BE RESPONSIBLE FOR ANY TRAFFIC IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY PROVIDED AS PART OF THIS REZONING OR SUBSEQUENT PRELIMINARY PLAT, AS APPLICABLE AND AS APPROVED BY CHESTER COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SDOT).
2. TRAFFIC IMPROVEMENTS, IF REQUIRED BY THE TRAFFIC STUDY, MAY BE PHASED AS APPROVED BY CHESTER COUNTY AND SDOT (MAY REQUIRE A PHASING STUDY AFTER COMPLETION OF FINAL TRAFFIC STUDY AND SHALL BE PROVIDED BY DEVELOPER AT NO COST TO CHESTER COUNTY).
3. APPROVAL OF THE TRAFFIC STUDY DOES NOT RELIEVE DEVELOPER OR ASSIGNS TO SDOT TO SUBMIT FOR DRIVEWAY PERMITS TO CHESTER COUNTY AND/OR SDOT.
 - 50 FT. PUBLIC RIGHT-OF-WAY
 - 22 FT. PAVED ROADWAY SURFACE (15 FT. PAVED LANES)
 - 24 INCH VULNERABLE CURB (SIDE)
 - MIN. 1/2 FT. PLANTING STRIP BETWEEN BACK OF CURB AND NEAREST EDGE OF PUBLIC SIDEWALK (NOT REQUIRED AT MAILBOX KIOSK LOCATIONS WHERE PARALLEL PARKING IS PROVIDED)
 - 1/2 FT. CONCRETE SIDEWALKS TO BE PROVIDED IN ACCORDANCE WITH CHESTER COUNTY AND DEVELOPMENT REGULATIONS ARTICLE 6-6-10 (CAN TERMINATE AT BULK OF CURB DE-SACE)
 - MIN. 10 FT. CENTERLINE RADIUS
 - PARALLEL PARKING SHALL BE PERMITTED ADJACENT TO MAILBOX KIOSK LOCATIONS (MIN. 5 FT. PAVED LANES)
5. NO SIDEWALKS ARE PROPOSED NOR REQUIRED ALONG VILLAGE DRIVE.

PARKING & OFF-STREET LOADING:

1. SUBJECT TO SUBMITTING A LETTER OF REQUEST TO THE PLANNING DIRECTOR AND APPROVAL OF THE WRITTEN LETTER OF REQUEST, PARKING AND OFF-STREET LOADING SHALL BE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE EXCEPT AS FOLLOWS:
 - PARKING LINES MAY BE REQUIRED TO 20 FT. OF TRAVEL SURFACE
 - OFF-STREET LOADING AREAS FOR COMMERCIAL AREAS MAY BE WAIVED BY THE PLANNING DIRECTOR IF PROPOSED USES ARE FOUND NOT TO NEED AN OFF-STREET LOADING SPACE
 - OFF-STREET LOADING AREAS WILL NOT BE REQUIRED FOR MULTI-FAMILY DEVELOPMENT IF SUFFICIENT TURNAROUNDS OR VEHICLE AIR CIRCULATION PATTERNS ARE PROVIDED FOR MOVING TRUCKS AND/OR EMERGENCY VEHICLES (TURNAROUNDS MAY INCLUDE T-TURNAROUNDS, CIRCULAR TRAFFIC PATTERNS AND OTHER DESIGNS)

SIGNAGE:

1. SIGNAGE PER CHAPTER 8 OF THE CHESTER COUNTY ZONING ORDINANCE.

LANDSCAPING & TREE SAVE:

1. EXISTING ROAD FRONTAGES SHALL BE PROVIDED WITH A 15-FT LANDSCAPED BUFFER AS MEASURED FROM EXISTING RIGHT-OF-WAY AND EXTENDING LANDWARD INTO THE PROPERTY AND PROVIDE PLANTINGS IN ACCORDANCE WITH SUBSECTION 5.31 OF THE CHESTER COUNTY ZONING ORDINANCE (19 SHRUBS, 2 EVERGREEN TREES PER 100-FT OF STREET FRONTAGE) - APPLIES TO FRONTAGE ALONG VILLAGE DRIVE AND J.A. COCHRAN BYPASS.
2. NO BUFFERS ARE REQUIRED BETWEEN DEVELOPMENT AREAS INTERIOR TO THE PLANNED DEVELOPMENT DISTRICT.
3. TREE SAVE, WHILE ENCOURAGED, IS NOT REQUIRED FOR ANY PORTION OF THIS PLANNED DEVELOPMENT DISTRICT.
4. EXISTING TREES AND NATURAL BROWNS MAY BE USED TO SATISFY ANY REQUIRED BUFFERS.
5. PLANT SUBSTITUTIONS AS PERMITTED BY CHESTER COUNTY ZONING ORDINANCE.
6. FOR INTERIOR STREETS, STREET TREES SHALL BE PROVIDED GENERALLY AT 40-FT ON CENTER AND MUST BE LOCATED OUTSIDE OF THE STREET RIGHT-OF-WAY.
 - SHALL BE MIN. 4 INCH CALIBER AT TIME OF PLANTING AND SHALL BE 4 INCH DEEPER IN 18 IN.
 - SHALL BE PLANTED WITHIN 5 FT. OF THE RIGHT-OF-WAY AND MIX OF TREE SPECIES IS ENCOURAGED
 - TREES MAY BE OMITTED WHEN IN CONFLICT WITH UTILITIES, DRIVEWAYS AND RIGHT DISTANCE TRIANGLES AT INTERSECTIONS

WATER AND SEWER:

1. PUBLIC WATER AND SEWER SHALL BE PROVIDED FOR ALL USES ON THE PROJECT, SUBJECT TO EXTENSION POLICIES OF SERVICE UTILITIES.

STORMWATER:

1. STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR THE 2 & 10-YEAR STORMWATER RAINFALL EVENTS.
2. OPEN CULVERTS SHALL BE DESIGNED FOR THE 25-YEAR STORMWATER RAINFALL EVENT.
3. STORMWATER DETENTION WAIVERS, AS REVIEWED AND APPROVED BY SDOT, WILL BE PERMITTED SO LONG AS STORMWATER DISCHARGES ARE RELEASED TO DEFINED DRAINAGE WAYS AND REGULATED FLOODPLAIN/FLOODWAYS (SPECIAL FLOOD HAZARD AREAS - SFHA).

START OF CONSTRUCTION:

1. UPON APPROVAL OF THE PRELIMINARY PLAT (CONSTRUCTION DRAWINGS) BY THE CHESTER COUNTY PLANNING COMMISSION AND OBTAINING NOTICE OF INTENT (NOI) FROM SDOT, LAND DISTURBANCE MAY BEGIN ON THE PROJECT.

DATE:	REVISION/DATE:	BY:
www.rjeharris.com		
Project Name:	Village Drive Planned Development	
Project No.:	2025-001	
Project Date:	May 26, 2025	
US DEVELOPMENTS: 2025 CANON DR. RICHMOND, SUITE 200 CHARLOTTE, NORTH CAROLINA 28204 PH: 704-596-0102		
Project No.:	Village Drive Planned Development	
Project Title:	PD REZONING TECHNICAL DATA SHEET	
Prepared For:		
Prepared By:		
Checked By:		
Approved By:		
Scale:		
Sheet No.:	RZ-2	





DEVELOPMENT SUMMARY

SIZE OF THE PROJECT IS 111.92 ACRES

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

SINGLE FAMILY RESIDENTIAL

- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

MULTI-FAMILY RESIDENTIAL

- > Apartments or Townhomes

ADVANTAGES OF DEVELOPMENT

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
 - access to Lancaster Highway (Hwy 9)
 - access to Saluda Road (Hwy 121)
 - adjacent to JA Cochran Bypass

TRAFFIC IMPACT STUDY

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)

Chester County Planning Commission
July 20, 2021

Chairman Raines made a request to combine the last two cases CCMA21-25 and CCMA21-26 both requesting to be rezoned from RG-1 (Multi Family) to (PD Planned Development). Applicant presented these cases along with CCMA21-24. Commissioner Grant made the motion to combine to two; seconded by Chairman Raines. Vote was 7-0 to combine.

CCMA21-25: US Developments request Tax Map # 079-04-02-088-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

CCMA21-26: US Developments request a 28-acre portion of Tax Map # 079-00-00-032-000 located on Village Drive, Chester, SC be rezoned from RG-1 (Multi Family) to PD (Planned Development)

Chairman Raines said as mentioned we've already heard the presentation for the three cases combined. We discussed many issues such as setbacks and water and sewer. I will ask the questions, is there any member of the public that would like to speak in favor or in opposition of this rezoning request. There were none.

Chairman Raines made a motion to approve the rezoning request for CCMA21- 25 and CCMA21-26 as presented; seconded by Commissioner Grant. *Vote was 5-2 to approve with Commissioners Howell and Williams opposed.*



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: July 20, 2021 Case # CCMA21-26 Invoice # 4060

The applicant hereby requests that the property described to be rezoned from RG-1 to PD

Please give your reason for this rezoning request:

Map amendment request made to create a cohesive, master planned mixed-use community providing for commercial, multifamily and single family residential opportunities directly adjacent to the City of Chester.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Village Drive
 Tax Map Number: 079-00-00-032-000 (Portion) Acres: 28.00

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

PLEASE PRINT:

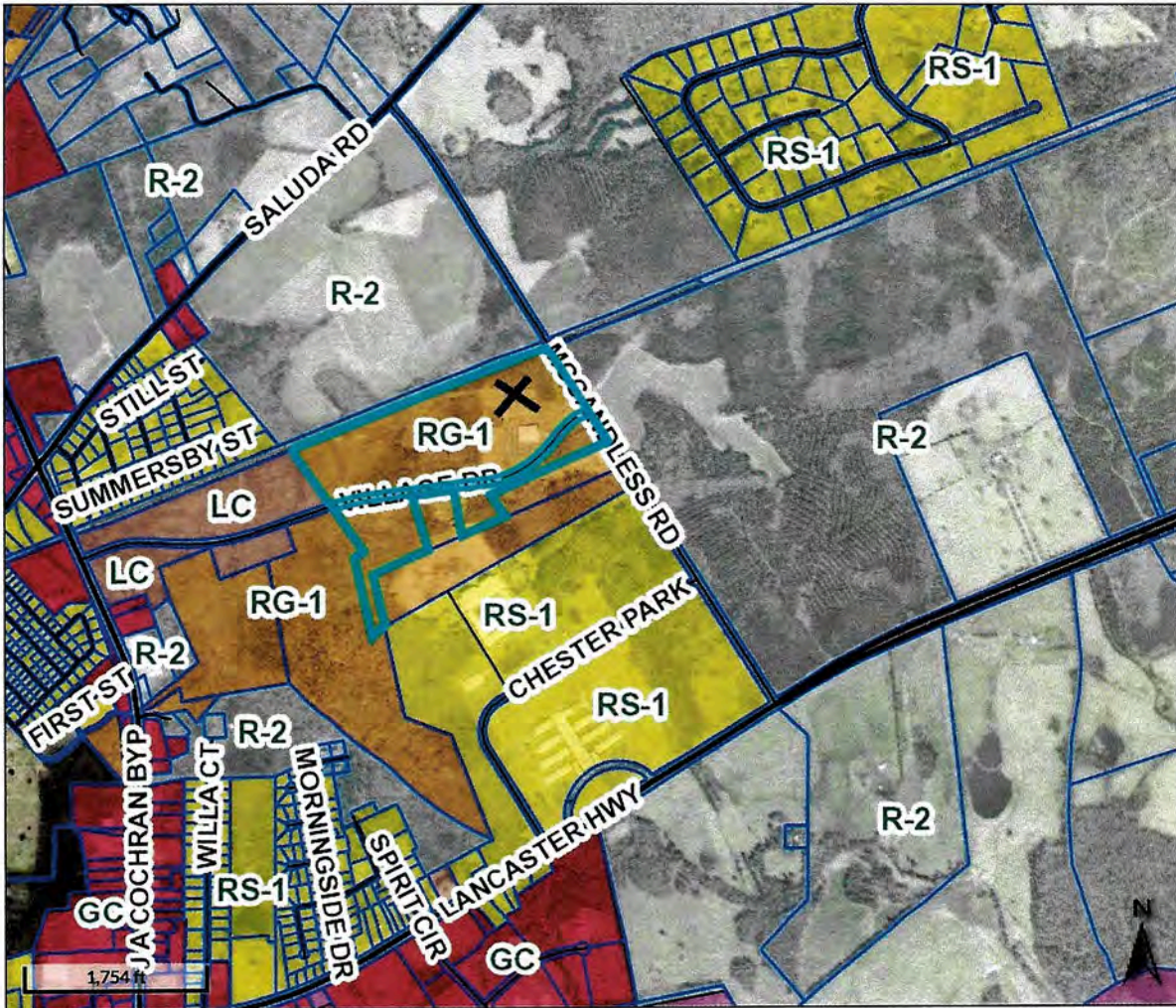
Applicant (s): US Developments
Address 5925 Carnegie Boulevard, Suite 200, Charlotte, NC 28209
Telephone: _____ **cell** _____ **work** N/A
E-Mail Address: _____

Owner(s) if other than applicant(s): Second Baptist Church of Chester (Chester Freedom Ministries)
Address: 729 Village Drive, Chester, SC 29706
Telephone: _____ **cell** N/A **work** N/A
E-Mail Address: N/A

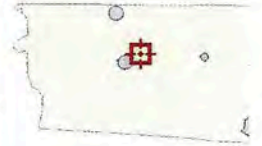
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] **Date:** 5/26/21
Applicant signature: [Signature] **Date:** 5/26/21

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



Overview



Legend

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

Parcel ID 079-00-00-032-000
 Sec/Twp/Rng n/a
 Property Address 662 13 VILLAGE DR
 District 02
 Brief Tax Description MCCANDLESS ROAD
 (Note: Not to be used on legal documents)

Alternate ID n/a
 Class EX
 Acreage 62.395

Owner Address SECOND BAPTIST CHURCH
 962 MCCANDLESS ROAD
 CHESTER SC 29706

Date created: 7/19/2021
 Last Data Uploaded: 7/19/2021 2:07:59 AM

Developed by  Schneider
 GEOSPATIAL

VILLAGE DRIVE

PLANNED DEVELOPMENT



DEVELOPER:



US DEVELOPMENTS
BROKERAGE, DEVELOPMENT, MANAGEMENT.

ENGINEER:

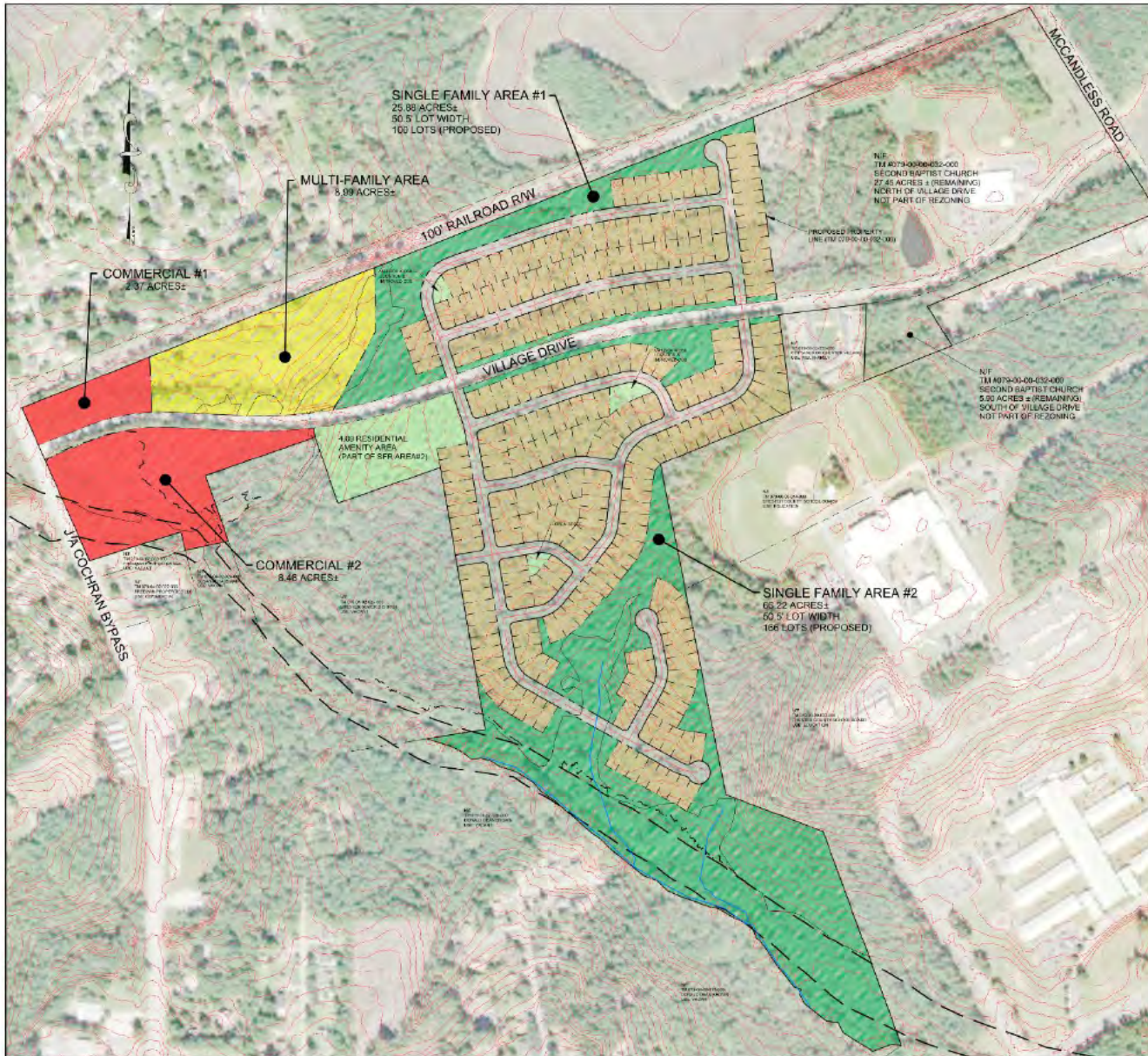


R. Joe Harris & Associates, Inc.

1186 Stonecrest Blvd., Tega Cay, S.C. 29708
(803) 802-1799

Area Map - Google





VICINITY MAP - N.T.S.

GENERAL INFORMATION:

PROJECT: VILLAGE DRIVE PLANNED DEVELOPMENT (PD)
DEVELOPER: US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122
OWNERS: (1) SECOND BAPTIST CHURCH OF CHESTER
 (2) JOSE EFRAIN ORTEG
PARCELS: (1) 079-04-02-020-000, 079-00-00-032-000 (Portion)
 (2) 079-04-02-088-000
ACREAGE: 90.10 ACRES ± (RESIDENTIAL)
 8.89 ACRES ± (MULTIFAMILY)
 13.83 ACRES ± (COMMERCIAL)
 111.82 ACRES ± (TOTAL)
EXISTING ZONING: LC & RG-1
PROP. ZONING: PLANNED DEVELOPMENT (PD)

DEVELOPMENT INFORMATION:

PROPOSED USE: SINGLE FAMILY DETACHED, MULTIFAMILY, COMMERCIAL
MAX. DENSITY: SINGLE FAMILY LOTS - 256 (2.89 UNITS/AC)
 MULTIFAMILY UNITS - 216 (24 UNITS/AC)
 MAX. ALLOWED - 472 DWELLING UNITS
COMMERCIAL: PER REZONING NOTES
SINGLE FAMILY LOTS:
 - MIN. LOT WIDTH: 50 FT @ FRONT S.B.
 - MIN. LOT DEPTH: 120 FT
 - MIN. LOT SIDE: 6,000 FT
 - SETBACKS/YARDS: FRONT S.B. - 20 FT
 CORNER YD. - 10 FT
 SIDE YARD - 5 FT
 REAR YARD - 25 FT
MULTIFAMILY ATTACHED UNITS:
 - MIN. LOT WIDTH: 20 FT @ FRONT S.B.
 - MIN. LOT DEPTH: 95 FT
 - MIN. LOT SIDE: 1,500 FT
 - SETBACKS/YARDS: FRONT S.B. - 20 FT
 REAR YARD - 15 FT
 - MIN. 20' BUILDING SEPARATION
 - MIN. 20' FROM SIDE STREETS (CORNER)
MULTIFAMILY APARTMENTS:
 - MIN. LOT WIDTH: 100 FT
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: FRONT S.B. - 30 FT (VILLAGE DRIVE)
 ROAD SETBACK - 20 FT (RESIDENTIAL)
 SIDE YARD - 10 FT (MULTIFAMILY)
 REAR YARD - 20 FT (NON-RESIDENTIAL)
COMMERCIAL PARCELS:
 - MIN. LOT WIDTH: 100 FT
 - MIN. LOT SIZE: 1 ACRE (43,560 SQ.FT.)
 - SETBACKS/YARDS: ROAD SETBACK - 30 FT
 SIDE YARD - 20 FT (RESIDENTIAL)
 REAR YARD - 10 FT (ALL OTHERS)
OPEN SPACE: RESIDENTIAL - 20% OF GROSS ACREAGE
 MULTIFAMILY - 10% OF GROSS ACREAGE
 COMMERCIAL - N/A
 (SEE OTHER SHEETS FOR ADDITIONAL CONDITIONS AND NOTES)

GRAPHIC SCALE

 1" = 100 FT.
 1" = 100'.

DATE	ISSUED FOR	REV
05/25/2021	Final Plan	1

PROJECT: 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122

PUPS Know what's below. Call before you dig.

811

Project: **RJH**

R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning
 Management

www.rjeharris.com

This sheet shall not be used to construct a structure without the approval of the appropriate regulatory authority. The drawings are prepared for the use of the contractor and are not to be used for any other purpose without the written consent of the engineer.

Professional Engineer Seal: R. Joe Harris, License No. 35884, State of North Carolina.

Professional Engineer Seal: B. Pickens, License No. 35884, State of North Carolina.

Project Manager: B. Pickens
 Designer: B. Pickens

Project Date: **May 25, 2021**

US DEVELOPMENTS
 5825 CARMELIE BOULEVARD, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28209
 P: 704.576.0122

Project: **VILLAGE DRIVE PLANNED DEVELOPMENT**

Drawing Title: **PD REZONING MASTER PLAN**

Sheet No. **RZ-1**





DEVELOPMENT SUMMARY

SIZE OF THE PROJECT IS 111.92 ACRES

- > 92.10 Acres Residential (266 Lots | 2.89 DUA)
- > 8.99 Acres MFR (215 Max. Units Allowed)
- > 10.83 Acres Commercial (TBD)

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- > 50 Ft Lots
- > Min. Lot Size of 6,000sf

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- > Apartments or Townhomes

ADVANTAGES OF DEVELOPMENT

- > Very close proximity to the City of Chester
- > Available Water & Sewer
- > Great road network to accommodate traffic
 - access to Lancaster Highway (Hwy 9)
 - access to Saluda Road (Hwy 121)
 - adjacent to JA Cochran Bypass

TRAFFIC IMPACT STUDY

- > Has been completed and submitted to SCDOT for review and approval
- > Studied intersections will maintain their existing Levels of Service (no improvements required)

Chester County Planning Commission
August 17, 2021

The August 17, 2021 meeting of the Chester County Planning Commission was held at 6:30 pm at The Government Complex Center located at 1476 JA Cochran Bypass, Chester, SC

Notice of Meeting: Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the July 28, 2021 Chester News & Reporter. All properties were also posted.

Quorum Established: Vice Chairman Smith, Commissioners Hill, Howell, and Williams were present.

Absent: Chairman Raines, Commissioners Walley and Grant were absent with prior notification.

Staff: Mike Levister, Nicole Hutchins and Morgan Carelock were present.

Call to Order: Vice Chairman Smith called the meeting to order.

Approval of Agenda: Vice Chairman Smith asked if there were any additions or amendments to the agenda presented by staff. There were none. Vice Chairman Smith made a motion to approve the agenda as presented; seconded by Commissioner Howell. Vote 4-0 to approve.

Approval of Minutes: Chairman Raines asked if there were any additions or amendments to the July 20, 2021 minutes as presented by staff. Commissioner Hill pointed out a couple of typos; page 6 “tying” should be “trying” and page 11, second paragraph, “they” should be “the” and “of” should be “if”. Ms. Hutchins from staff reminded Commissioner Hill this is just a transcript of the meeting. Typos do not need to be pointed out on the record. Commissioner Howell made a motion to approve the minutes as written; seconded by Commissioner Williams. Vote 4-0 to approve.

New Business:

CCMA21-27: - Chris and Alma Hoskins request Tax Map # 122-01-03-010-000 located at 4431 Edgeland Rd, Edgemoor SC be rezoned from R2 (Rural Two) to GC (General Commercial)

The applicants, Chris and Alma Hoskins, were awaiting test results and unable to attend the meeting. Director Levister informed the commissioners he had spoken with Mr. Hoskins and Mr. Hoskins preferred to move forward with the rezoning request, rather than postpone the process. Director Levister said he would try to answer any questions they may have.

Vice Chairman Smith said he just questioned, on a busy night, how many people attended that auction. Is it a few hundred? Director Levister said he didn't have a clue. Commissioner Howell said it just depends on the time of the year. His wife grew up across the street and it could be anywhere from 100 people to 300 people there. Ms. Hutchins from staff said I've seen cars parked up and down both sides of the road. Director Levister said it must be a good business, Mr. Hoskins has been doing it for 25 years. Vice Chairman Smith said that was going to be his next question, how long had it been in business?

Commissioner Howell asked if this was one of the properties that just got zoned wrong? Director Levister said it was already existing and that's the way it was zoned. Now he is limited to square footage by the current zoning. The only way to do any increase on the square footage is to rezone the property. Commissioner Howell stated what he's asking now is an upgrade. Director Levister said correct. Right now, if they have to unload a truck and it's a storm outside, they get soaked is what Mr. Hoskins said.

Vice Chairman Smith asked how late do the auctions run? Commissioner Howell said 2:00 AM is normal. Commissioner Howell also stated this was started as an animal auction. Horses, cows and pigs would be sold first. Then later in the night, they would sell whatever people brought, bridles, saddles, household goods.

Vice Chairman Smith said really what it all comes down to, this business was already in before zoning. Commissioner Howell said they are a good community partner. He does a lot of under the scenes work at Christmas. He gets bicycles that are manufactured in Savannah, brings them up and sells them to different organizations for cost. He goes and picks them up for free. He's trying to return as much as he can. Vice Chairman Smith said I feel like since it's been here before zoning, and this is such a good community relation.... I haven't heard a negative thing about the action barn. I just didn't know much about it.

(No citizens were present for this meeting)

Vice Chairman Smith made a motion to approve the rezoning as requested; seconded by Commissioner Howell. Vote was 4-0 to approve.

Comments & Discussion:

County Attorney Joanie Winters had provided 4 days in August to establish training for the Planning Commission. Ms. Hutchins informed the board she would let Ms. Winters know their availability so she can assign the training. Once the training date has been established, Ms. Hutchins will contact all members of the date and time.

Vice Chairman Smith made a motion to adjourn; seconded by Commissioner Williams. Vote was 4-0 to adjourn.

This is a summary of proceedings at the August 17, 2021 meeting of the Planning Commission; and not a verbatim transcript of the meeting. This summary, and an audio recording of the meeting is retained by the Chester County Building & Zoning department, and available if requested. This summary represents the facts of this meeting, not the opinion or interpretation of the Secretary.



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

Zoning Map Amendment (Rezoning) Application

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

Meeting Date: Aug. 17, 2021 Case # CCMA21-27 Invoice # 4177

The applicant hereby requests that the property described to be rezoned from R-2 to GC

Please give your reason for this rezoning request:

We would like to put a Carport up to protect us from the weather while unloading trucks (After twenty five years of working in the elements) it will make our business much more efficient for the next twenty five years. © 803-493-2515
Copy of plat must be presented with the application request

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

Property Address Information

Property address: 4431 Edgeland Road Edgemoor SC 29712
 Tax Map Number: 122-01-03-010-000 Acres: _____

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

PLEASE PRINT:

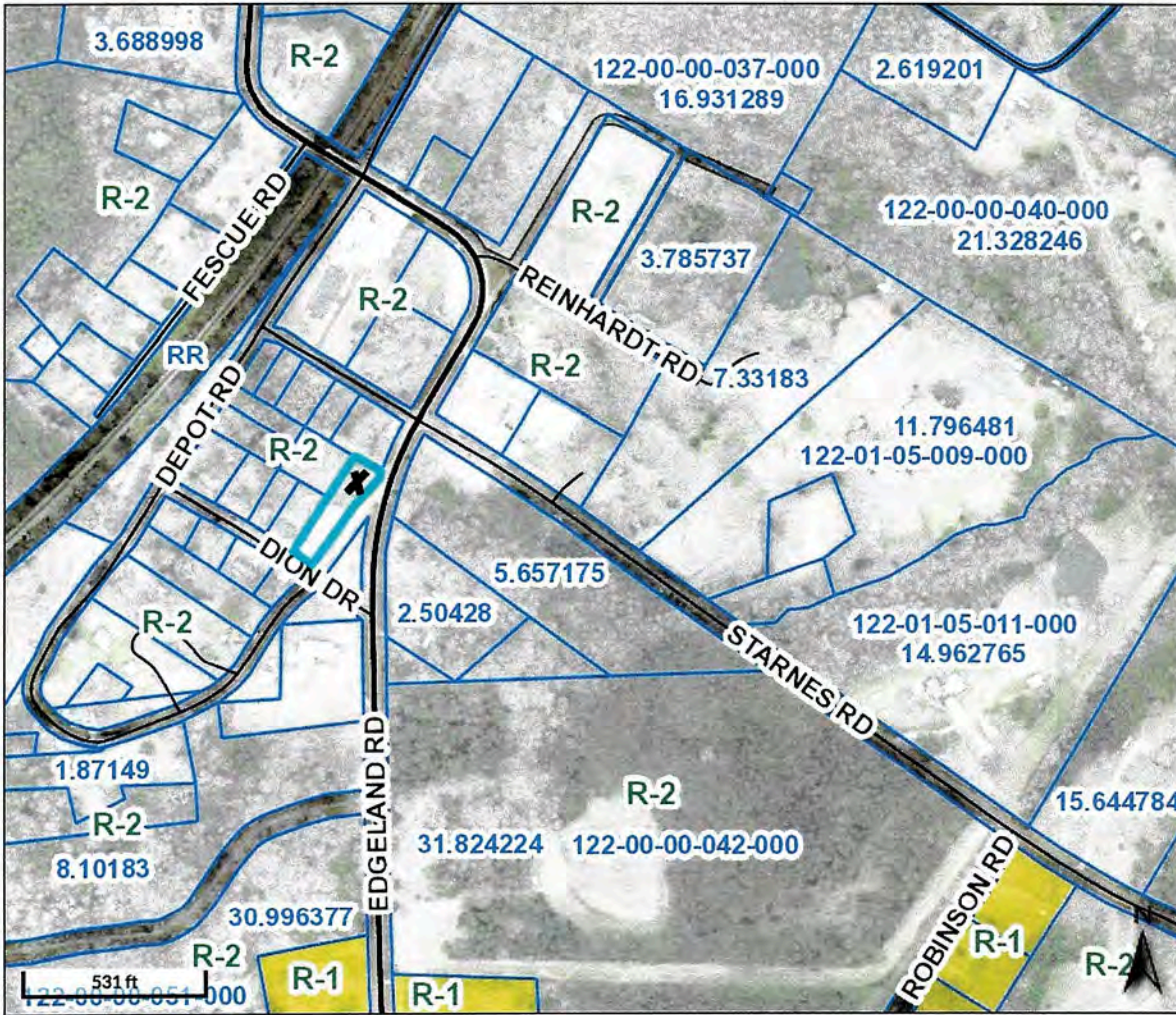
Applicant(s): Chris and Alma Hoskins
 Address 4028 Berryhill Road Edgemoor SC 29712
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

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

Owner's signature: Alma R Hoskins Date: 7-14-21
 Applicant signature: Christopher Hoskins Date: 7-14-21
Alma R Hoskins

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



Overview



Legend

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

Parcel ID	122-01-03-010-000	Alternate ID	n/a	Owner Address	HOSKINS ALMA LYNN
Sec/Twp/Rng	n/a	Class	C		4028 BERRYHILL ROAD
Property Address	4431 EDGELAND RD	Acres	0.574		EDGEMOOR SC 29712
District	03				
Brief Tax Description	AUCTION BARN				

(Note: Not to be used on legal documents)

Date created: 8/18/2021
 Last Data Uploaded: 8/18/2021 3:21:11 AM

STATE OF SOUTH CAROLINA

CHESTER COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract (“Contract”) made and entered on this 1st. day of September 2021 (“Anniversary Date”), by and between the County of Chester, a political subdivision of the State of South Carolina, hereafter referred to as “County” and U.S. Tire Recycling at 6322 Poplar Tent Road Concord, North Carolina 28027, herein after referred to as the “Contractor”.

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County’s designated sites and to transport, process, recycle or disposes of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall made available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

STATE OF SOUTH CAROLINA

CHESTER COUNTY

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 8 (b) with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

U. S. Tire Recycling shall remove each loaded container from the Chester County Landfill and replace with an empty container within forty-eight (48) hours from receipt of notice from Chester County that the tires are ready for removal, with the exception of weekends and nationally recognized holidays. U. S. Tire Recycling reserves the right to reject or apply a special handling fee at a rate of \$300.00 per ton for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported by email each Tuesday of the month if any transactions have occurred since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$114.00 per ton, with a ten (10) ton minimum per load requirement. Freight will be charged at \$365.00 per load in addition to a \$20.00 Environmental Fee charge for each trailer pulled from the county collection site. Off road tires are charged at the same rate of \$114.00 per ton plus an additional \$0.16 per pound with no minimum tonnage. A Consumer Price Index adjustment will be calculated in March of each year and will be applied to the contract price each year on the July 1. U. S. Tire Recycling reserves the right to reject or apply a special handling fee at a rate of \$300.00 per ton for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility

STATE OF SOUTH CAROLINA

CHESTER COUNTY

Fuel surcharge is calculated on a base price of fuel being in the range of \$2.25 to \$2.49 per gallon (no surcharge will apply until costs reach \$2.25) Total round trip 132 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding surcharge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast/Lower Atlantic. The average price is verified weekly from the U.S. Energy Information Administration and can be accessed by internet at <http://www.eia.gov/petroleum/gasdiesel/> or by phone at 202-586-6966. The price adjustments per mile are listed below:

Price per Gallon	Price Adjustment per mile
\$2.50 - \$2.74	+0.30
\$2.75 - \$2.99	+0.35
\$3.00 - \$3.24	+0.40
\$3.25 - \$3.49	+0.45
\$3.50 - \$3.74	+0.50
\$3.75 - \$3.99	+0.55
\$4.00 - \$4.24	+0.60
\$4.25 - \$4.49	+0.65
\$4.50 - \$4.74	+0.70
\$4.75 - \$4.99	+0.75
\$5.00 - \$5.24	+0.80

Formula follows with the price of fuel

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the County, or Contractor and County will agree to cancel the contract. Should such termination or rescission occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or rescission occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or rescission of this contract.

STATE OF SOUTH CAROLINA

CHESTER COUNTY

In no case shall Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining or operating the location for assembly, collection, and removal of said tires.

8) Termination

This Contract may be terminated according to either of the following provisions:

a) Default: If either party hereto deems the other party hereto to be in default of any provision herein, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) business days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

9) Force Majeure

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, pandemic or epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel, Contractor and County will negotiate satisfactory terms for both parties involved.

STATE OF SOUTH CAROLINA

CHESTER COUNTY

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.

c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a clocked copy of the Ordinance from its County Council authorizing execution and delivery of this Contract.

STATE OF SOUTH CAROLINA

CHESTER COUNTY

11) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under Certificate of Insurance and a copy of this endorsement shall be provided to County within ten (10) days signing of Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of South Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the Common Pleas Court with jurisdiction in **Chester, SC**

14) Miscellaneous

14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, color, religion, age, disability, national origin or sex.

14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

14.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.

STATE OF SOUTH CAROLINA

CHESTER COUNTY

14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

14.5) This Contract shall be governed by the laws of the State of South Carolina.

14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

14.7) In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

14.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

Contractor

U.S. Tire Recycling
6322 Poplar Tent Road
Concord, North Carolina 28027

County

County Supervisor

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

With copy to:

Joanie Winters, Esquire
Winters Law Firm
105 Main Street
Chester, South Carolina 29706

14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF SOUTH CAROLINA

CHESTER COUNTY

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

CHESTER COUNTY

BY _____

ATTEST

U.S. TIRE RECYCLING

BY _____

ATTEST



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

To: Dr. Wylie Frederick, County Supervisor

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

Subject: Millage Rates

Date: September 20, 2021

For your review, listed are the 2020 tax levies and the proposed levies for 2021.

	2020	Proposed	
	Tax Levy	2021	Increase
		Tax Levy	(Decrease)
County Operations	151.4	144.9	(6.5)
County Debt	18.0	17.3	(0.7)
Millage Funds	7.6	7.4	(0.2)
Library	6.9	6.7	(0.2)
York Tech	2.3	2.2	(0.1)
Chester Fire District	47.8	46.2	(1.6)
Chester Fire Bond	3.0	2.9	(0.1)
Lando Fire District Operations	11.2	10.3	(0.9)
Lando Fire District Debt Service	7.7	7.4	(0.3)
Richburg Fire District Operations	6.9	6.5	(0.4)
Richburg Fire District Debt Service	8.0	7.8	(0.2)
Lewis Fire District Operations	14.5	13.6	(0.9)
Fort Lawn Fire District Operations	12.3	11.8	(0.5)
Fort Lawn Fire District Debt Service	6.2	3.5	(2.7)

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**SOUTH CAROLINA FORESTRY COMMISSION
VOLUNTEER FIRE ASSISTANCE (VFA) GRANT
NATIONAL FIRE PLAN (NFP)
2021 GRANT APPLICATION/CHECKLIST**



Please TYPE, or print CLEARLY Entered on spreadsheet FEPP Compliance:

Fire Dept./Station Name: Lewis Volunteer Fire Dept		<input type="checkbox"/> Fire Dept. (FD) <input checked="" type="checkbox"/> Rural Fire Dept. (RFD) <input checked="" type="checkbox"/> Fire and Rescue	Zip Code 29 706
Mailing Address: 1998 Saluda Road		<input checked="" type="checkbox"/> Volunteer Fire Dept. (VFD) <input type="checkbox"/> Other:	FDID# 12207
City: Chester		County Chester	
Fire Chief's Name: Asst. Chief Jay Williams		Cell: (803-23() Work: ()	A. # of Volunteer Firefighters: 22
Fire Chief's E-mail: ljcattle@truvista.net			B. Total # of Firefighters: ÷ 22
			C. % of Volunteers (A/B x 100)= 100 %
Population Protected (#): 2,600	# of times funded (last 8 years) 5	2021 Total Annual Operating Budget \$ 70,000	# of Wildfires in 2020 12
Is there a Firewise Community USA in the fire district? <input checked="" type="checkbox"/> No; <input type="checkbox"/> Yes- name:		ISO Rating 4	
Is there a Community Wildfire Protection Plan (CWPP)? <input type="checkbox"/> No; <input checked="" type="checkbox"/> Yes- name:		SCFC Office Use Only: MAIN Items Requested <input type="checkbox"/> Skid Unit; <input type="checkbox"/> VHF Radios; <input type="checkbox"/> Wildland PPE; <input type="checkbox"/> Dry Hydrant	
Return completed Application to: SC Forestry Commission VFA Grant Coordinator- Leslie Woodham PO Box 21707 Columbia, SC 29221-1707		1. 2. 3. 4. 5.	

Amount Requested: 1:1 Matching Funds **(PLEASE ROUND TO WHOLE NUMBERS)**

a. Grand Total from Form 3	\$ 12,253 .00	Total Expenses	Enter total dollar amount of expected expenses. (the "Grand Total" from Form #3)
b.	- \$ 7,253 .00	Fire Dept. Share	Enter remaining share Fire Department will cover (a. - c.). This amount must be at least equal to, or greater than the Grant Allocation
c.	= \$ 5,000 .00	Grant allocation	<u>This is the amount the fire department is asking to receive</u> Must be between 1,000 and \$5,000!

Place a "Check" below once completed, and ready to be mailed:

- 1. VFA Form A: Completed Application/Checklist **(place on top & be sure all completed documents are enclosed)**
 - 2. VFA Form B: List of Wildland Urban Interface (WUI) Communities Protected -Be sure to include all communities protected that would be included in WUI ... list individual communities
 - 3. VFA Form C: List of Equipment/Items Requested. Be sure to explain how and where you plan on using the items. If you have a quote on items, please send it with the application.
 - 4. W-9 Form - Request for Taxpayer ID# and Certification- Enter fire department name at "Business Name", address, Employer Federal ID#, and includes **fire chief's signature**.
NOTE: Return the first **(FRONT)** page of the W-9, not the other 3 pages.
- Emailed shapefile OR copied map of fire district/service area**

Fire Chief's Signature: 	Date: 2021	Application due by Oct. 15, 2021 Recommend using Certified Mail!!
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2021 VFA Equipment Request List **(in order of priority)**



The Fire Department would like to apply for the

Volunteer Fire Assistance (VFA) grant to purchase the following wildland firefighting equipment:

**Grant period for item purchase:
April 1, 2021 to April 30, 2022**

Item	Price per Item	# of Items	Total per Item
1. Stainless steel Electric Hose Reel	\$ 6000	1	\$6000
2. 150 feet of 1 inch booster hose	\$ 1050	1	\$1050
3. 1.5 inch ball valve distribution nozzle	\$ 869	1	\$869
4. Dump tank, 3,000 gallons	\$ 2500	1	\$2500
5.	\$		\$
6.	\$		\$
7.	\$		\$
8.	\$		\$
9.	\$		\$
10.	\$		\$
11.	\$		\$
Subtotal			\$10419
Shipping/Freight (if any)			\$1000
Estimated taxes at 7%			\$834

Grand Total (this amount will go on the VFA Form 1 as the "Total Expenses")



\$ 12253 .00

Please include quotes on items if available.



Please round this to the nearest number- no decimals

Note: In order to receive priority for specific items (VHF radios, wildland PPE, skid unit, dry hydrant), the **MAJORITY** of the purchases MUST be of those items.



Briefly describe how the above mentioned item(s) will be used to enhance firefighting capacity in the Wildland-Urban Interface (WUI). Attach additional sheet if needed.

We are in the last stage of building a 3,000 gallon tanker with a dump tank and pump capability.

This is designed to be a Wildland Fire Support Unit.

The items listed above will make a fully supported fire fighting unit.

This unit is available to go anywhere.

Instillation of hose reel, mounting, and fitting with pipping and values to be done by Lesslie Welding.



Fire Chief Signature

Date **2021**

List of Wildland Urban Interface (WUI) Communities Protected – REQUIRED:

Wildland Urban Interface is defined as the area where residences and other human developments meet or intermingle with undeveloped wildland. Generally, rural fire departments protect several such communities.

Communities within the WUI are at risk when they are located near woodlands that historically have had wildfires or have the potential to have wildfires.

Such communities could be...



1. A named subdivision (i.e. gated community).
2. A cluster of homes (10 minimum) in close proximity of each other which could effectively work together to develop and implement actions to protect their homes from wildfire (often known locally by some common name or area of the county).
3. A group of homes with some organizational structure such as a homeowner’s association.

Therefore, a town or the service area that a fire department protects may have several such communities that could be threatened by wildfires. These communities are known as Communities at Risk within the Wildland Urban Interface.


List those communities below that


the Fire Department

Protects:

 **(Please list the communities in alphabetical order. They are entered on a spreadsheet, and will be very helpful).** 

1. Butler Lake Community	11. Wiley Road	21.
2. Crystal Creek	12.	22.
3. Darby Road	13.	23.
4. Fishing Creek Community	14.	24.
5. Golden Maple	15.	25.
6. James F Wherry Community	16.	26.
7. Lewis Turnout Community	17.	27.
8. Phil Grant Road	18.	28.
9. Rodman Road	19.	29.
10. Stringfellow	20.	30.

Total # of WUI Communities: **11** 

Fire Chief Name- Printed	Fire Chief- Signature 	Date 2021
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