



Town of Summerville Council Meeting

Thursday, July 9, 2020 - 6:00 p.m.

VIRTUAL MEETING

***This meeting will be conducted electronically and livestreamed
on the Town's website: www.summervillesc.gov***

PUBLIC COMMENT FOR THIS MEETING:

Citizens can sign up for public comment in one of two ways:

- 1) Send your comments to publiccomments@summervillesc.gov **before 4:30pm on Thursday, July 9, 2020**. Please include your name, address, and the topic that you are addressing. You will receive a confirmation email once your submission has been received. Your email will be read aloud by the Town Clerk at the appropriate time. Please note that your submission in its entirety is public record, subject to the Freedom of Information Act.
- 2) Send an email to publiccomments@summervillesc.gov **before 4:30pm on Thursday, July 9, 2020** to register to speak from your phone during the correct public comment time on the agenda. Please include your name, address, and the topic that you wish to address. A confirmation email will be sent to you with the link and/or phone number to use. Participants will be called on individually by the meeting host and be given 1 minute to speak. Please note that you are being recorded and livestreamed to the public.

AGENDA

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance - *Councilman Terry Jenkins***
- 3. Approval of Minutes of Previous Meetings**
 - a. Town Council Meeting – June 11, 2020
 - b. Standing Committee Meetings – June 11, 2020
 - c. Special Called Meeting – June 29, 2020
 - d. Special Called Meeting – July 7, 2020
- 4. Presentation – Greater Summerville/Dorchester County Chamber of Commerce**
- 5. Public Comment – *For items on the July 9, 2020 Town Council meeting agenda only***
- 6. Petitions – N/A**

7. Pending Bills and Resolutions:

- a. Second and final reading of General Bond Ordinance to allow the Summerville Commissioners of Public Works to issue Water and Sewer Bonds to fund various projects.
- b. Second and final reading of an ordinance to rezone TMS#s 154-00-00-073, Miles-Jamison Road; and 154-06-15-006, 310 Beverly Drive (approximately 306.809 acres), and owned by Dorchester County from PUD, Planned Development District, to PL, Public Lands (Council District 6).
- c. Second and final reading of an ordinance to annex Dorchester County TMS# 144-01-00-005 (approximately 1.00 acre) located at 795 Orangeburg Road, currently zoned R-4 Multi-Family Residential in Dorchester County and will be zoned PUD Planned Development District upon annexation into the Town of Summerville's municipal limits and the existing PUD for the Knightsville Tract shall be amended to include this parcel for open space and commercial uses.
- d. Second and final reading of an ordinance to amend the Summerville Comprehensive Plan Section I and Town of Summerville Future Land Use Map #2, currently designated as Employment Growth District to Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26.
- e. Second and final reading of an ordinance to amend the Summerville Unified Development Ordinance Title 8 Tree Protection, Landscaping & Screening, Chapter 3 Tree Protection, Subsection 3.B.3. Preservation During Construction.
- f. Second and final reading of an ordinance to annex Berkeley County TMS# 208-00-02-013 (approximately 973 acres) located off of the Nexton Parkway Interchange and Linda Way, currently zoned HI, Heavy Industrial, and Flex1, Agricultural, in Berkeley County and will be zoned PUD, Planned Development District, upon annexation into the Town of Summerville's municipal limits. (Council District 2)
- g. Second and final reading of an ordinance approving a Proposed Development Agreement for HIC LAND, LLC (Whitfield Tract) or its successor in title and authorizing the execution and delivery of a Development Agreement and other instruments including the implementation of a Planned Unit Development document relating thereto by and between the Town of Summerville and HIC LAND, LLC– Berkeley County TMS# 208-00-02-013 for a total of 973 acres.

8. Introduction of Bills and Resolutions

- a. First reading of an ordinance to amend the Summerville Unified Development Ordinance, Chapter 5, Section 5.6.9, Alley; Chapter 10, Section 10.2.1.A, Applicability, Section 10.4.2.A, Monument Signs, Section 10.7.2.C, Temporary Banners; Maximum Area, and Section 10.8, Signs That Do Not Require A Permit.

9. Miscellaneous

- a. Consideration of an emergency ordinance requiring individuals to wear face coverings in retail and foodservice establishments, and matters related thereto.
- b. Consideration of an ordinance to temporarily suspend the normal operating procedures of the Town by closing Town Hall/Annex and authorizing the Town Administrator and Mayor to develop and implement a plan to ensure the orderly continuance of Town services.
- c. Consideration of recommendations from the State Accommodations Tax Advisory Committee on funding for 2020.
- d. Consideration of request from Dorchester Free School Board
- e. Consideration of Town implementing eminent domain for road right-of-way acquisition if necessary for the intersection improvements for US-17A and Tupperway Drive for the Six Oaks PUD.

10. Public Comment (*Open to all subjects*)

11. Executive Session: Personnel, contractual and legal matters

- a. Personnel matter related to hiring of Human Resources Manager
- b. Personnel matter to discuss the status of the Town Attorney position
- c. To receive legal advice on the Parks and Recreation Millage Concurrence Agreement
- d. Contractual matters related to Steven Fooshe & Associates, LCC
- e. Contractual matters related to leases of Town owned property at 100 West Richardson Avenue

12. Other Business

- a. Action to be taken by Council related to Executive Session

13. Adjourn

Mayor
Ricky Waring

Council Members:
Bob Jackson
Walter Bailey
Aaron Brown
Christine Czarnik
Kima Garten-Schmidt
William McIntosh



Town Administrator
Rebecca Vance

Town Clerk
Beth Messervy

Town Attorney
G.W. Parker

Town of Summerville

COUNCIL MEETING MINUTES

June 11, 2020

ATTENDANCE

Present: Mayor Ricky Waring, Councilmembers Kima Garten-Schmidt, Terry Jenkins, Walter Bailey, Aaron Brown, Bob Jackson and Bill McIntosh. A quorum was present. Staff was also present. Public and press were duly notified. The meeting was live streamed on the Town's web site.

CALL TO ORDER

The regular monthly meeting of Summerville Town Council was called to order at 6:03pm on Thursday, June 11, 2020 by Mayor Waring. The meeting was opened with prayer led by Councilmember Kima Garten-Schmidt, followed by the Pledge of Allegiance.

SPECIAL PRESENTATION

Mayor Waring presented a resolution of appreciation to the Summerville Police Department for their work during the protests in late May, early June. Chief Jon Rogers accepted the resolution.

APPROVAL OF MINUTES

Mr. Jenkins made a motion, seconded by Mr. Bailey, to accept the combined minutes from the Town Council meeting on May 14, 2020, the Special Called Council Meeting (Workshop) on May 27, 2020, the Special Called Emergency Council Meeting on May 31, 2020, and the Standing Committee Meetings on May 14, 2020. The motion carried unanimously, and the minutes were accepted into record.

PUBLIC HEARING

Mayor Waring opened the public hearing regarding the proposed Development Agreement between the Town of Summerville and HIC LAND, LLC regarding Town of Summerville (Berkeley County) TMS #208-00-02-013, approximately 973 acres, located along Interstate 26, Drop Off Drive, and Linda Way.

The Town Clerk read aloud a letter from the residents of Del Webb Nexton regarding the proposed Development Agreement. The letter has been accepted into record and is included with these minutes.

Tom Conry, representing Del Webb Nexton, reiterated the thank you provided in the letter that the Town Clerk read aloud. He expressed the community's continued concern with the buffer between Del Webb Nexton and the land included in the Development Agreement, the access road within the PUD, and the exclusivity of single-family detached houses in the PUD. Mr. Conry stated that he still had concerns after Seamon Whiteside looked at the Development Agreement.

Robbie Robbins, representing HIC LAND, LLC, stated that Mr. Hoyer and staff are working hard to advance the finality to the language of the Development Agreement. He asked that Council defer the second reading of the annexation and approval of the Development Agreement until the July Council meeting.

There being no further comments, Mayor Waring closed the public hearing.

PUBLIC COMMENT

There were no public comments for items on the June 11, 2020 Council agenda.

PETITIONS:

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to give first reading to an ordinance to rezone TMS#s 154-00-00-073, Miles-Jamison Road; and 154-06-15-006, 310 Beverly Drive (approximately 306.809 acres), and owned by Dorchester County from PUD, Planned Development District, to PL, Public Lands (Council District 6). The motion carried unanimously.

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to give first reading to an ordinance to annex Dorchester County TMS# 144-01-00-005 (approximately 1.00 acre) located at 795 Orangeburg Road, currently zoned R-4 Multi-Family Residential in Dorchester County and will be zoned PUD Planned Development District upon annexation into the Town of Summerville's municipal limits and the existing PUD for the Knightsville Tract shall be amended to include this parcel for open space and commercial uses. (Council District 4). The motion carried unanimously.

PENDING BILLS AND RESOLUTIONS

Mr. Brown made a motion, seconded by Mr. Jenkins to approve second and final reading of an ordinance of a petition by Lina and Francisco Elizondo to annex Charleston County TMS# 379-00-00-028 (approximately 0.21 acres), located at 516 E. Richardson Avenue, currently zoned R-4 Single-Family Residential in Charleston County and will be zoned GR-5 General Residential upon annexation into the Town of Summerville's municipal limits. (Proposed Council District 1). The motion carried unanimously.

Mr. McIntosh made a motion, seconded by Ms. Garten-Schmidt, to approve second and final reading of an ordinance of a petition by James P. Doherty and Andrea Doherty to annex Dorchester County TMS# 136-12-01-019 (approximately 0.39 acres), Lot 3, Block D, located at 1116 Central Avenue, currently zoned R-2 Single-Family Residential in Dorchester County and will be zoned GR-5 General Residential upon annexation into the Town of Summerville's municipal limits. (Proposed Council District 4). The motion carried unanimously.

Mr. Brown made a motion, seconded by Mr. Jackson, to give second and final reading to an ordinance to amend Ordinance 2-291(a) by changing the fiscal year to begin on July 1 and end on June 30 of the following year. The motion carried unanimously.

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to postpone the second and final reading of the following ordinance until the July 2020 Council meeting: to annex Berkeley County TMS# 208-00-02-013 (approximately 973 acres) located off of the Nexton Parkway Interchange and Linda Way, currently zoned HI, Heavy Industrial, and Flex1, Agricultural, in Berkeley County and will be zoned PUD, Planned Development District, upon annexation into the Town of Summerville's municipal limits. (Council District 2). The motion carried unanimously.

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to postpone the second and final reading of the following ordinance until the July 2020 Council meeting: an ordinance approving a Proposed Development Agreement for HIC LAND, LLC (Whitfield Tract) or its successor in title and authorizing the execution and delivery of a Development Agreement and other instruments including the implementation of a Planned Unit Development document relating thereto by and between the Town of Summerville and HIC LAND, LLC– Berkeley County TMS# 208-00-02-013 for a total of 973 acres. The motion carried unanimously.

INTRODUCTION OF BILLS AND RESOLUTIONS

Mr. Jenkins made a motion, seconded by Mr. Jackson to approve first reading of a General Bond Ordinance to allow the Summerville Commissioners of Public Works to issue water and sewer bonds to fund various projects. The motion carried unanimously.

MISCELLANEOUS

- a. Mr. McIntosh made a motion, seconded by Ms. Garten-Schmidt, to approve the concept for the Saul Alexander Inclusive Playground Project and to authorize the Parks and Recreation Department to move forward with the project with the Summerville Miracle League. Some discussion followed. The motion carried unanimously.
- b. Mr. Jackson made a motion, seconded by Mr. Bailey, to approve acceptance of the conservation easement along Berlin G Myers Parkway Phase 3. The motion carried unanimously.

PUBLIC COMMENT

Jason Jones with "Change is Coming" presented a plan to Council that was in favor of police reform.

EXECUTIVE SESSION

Mr. Jenkins made a motion, seconded by Mr. Jackson, to enter into Executive Session to receive legal advice regarding a proposed tax increment financing district, and to receive legal advice concerning the condemnation of a portion and/or all of 14 tract for the Maple Street Extension Project. The motion carried, and Council entered into Executive Session at 6:20pm.

OTHER BUSINESS

Council reconvened in Chambers at 6:52pm. Town Attorney GW Parker stated that no action was taken in Executive Session regarding a proposed tax increment financing district, or

concerning the condemnation of a portion and/or all of 14 tract for the Maple Street Extension Project.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to authorize the Town Attorney to file condemnation actions on the below tracts for the Maple Street Extension Project. The motion carried 6-1 with Mr. Brown voting in opposition.

Tract#	TMS#	53	130-10-00-068
7	137-01-00-006	54	130-10-00-092
10	137-13-00-014	64	130-10-00-051
13	130-13-00-019	77	130-10-00-089
14	130-13-00-020	79	130-10-00-076
17	130-13-00-047	80	130-10-00-088
28	130-13-00-050	96	130-10-00-017
44	130-10-00-066		

ADJOURN

There being no further business, the meeting adjourned at 6:54pm on motion of Mr. Jenkins, seconded by Mr. Bailey.

Respectfully Submitted,

APPROVED:

Beth Messervy, Town Clerk

Ricky Waring, Mayor

Ricky Waring, Mayor

Council Members:

Bob Jackson

Walter Bailey

Aaron Brown

Terry Jenkins

Kima Garten-Schmidt

William McIntosh



Town Administrator
Rebecca Vance

Town Clerk
Beth Messervy

Town Attorney
G.W. Parker

Town of Summerville
SPECIAL CALLED COUNCIL MEETING MINUTES
June 29, 2020

ATTENDANCE

Present: Mayor Waring, Councilmembers Terry Jenkins, Walter Bailey, Aaron Brown, Bob Jackson, Kima Garten-Schmidt, and Bill McIntosh. A quorum was present. Staff was also present. Public and press were duly notified. The meeting was held in Council Chambers at 200 South Main Street, Summerville, SC and live streamed on the Town's website.

EMERGENCY ORDINANCE

Town Attorney GW Parker pointed out two typing errors in the draft that was presented to Council for review. Mr. Jackson made a motion, seconded by Ms. Garten-Schmidt, to approve the Emergency Ordinance requiring individuals to wear face coverings in retail and foodservice establishments, and matters related thereto. The motion carried unanimously.

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to amend the original motion to change "*for children under two years old*" in Section 3, Item C to instead read "*for children under twelve years old*, and to change "*12:01pm*" to "*12:01am*" in Section 12. The motion to amend carried unanimously.

Mr. Bailey made a motion, seconded by Mr. McIntosh, to change Section 3, Item C to end after "*for children under twelve.*" Some discussion followed as to whether or not to strike "*provided that adults accompanying children ages two through twelve shall use reasonable efforts to cause those children to wear face coverings while inside the enclosed area of any retail establishment or foodservice establishment,*" and whether not to change the age range. Mr. Bailey withdrew his motion.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to amend the original motion to strike "*shall*" from Section 3, Item C and insert "*are strongly encouraged to.*" The motion to amend carried unanimously.

The original motion as amended above carried unanimously.

June 29, 2020
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ADJOURN:

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to adjourn the meeting. The motion to adjourn carried unanimously, and the meeting adjourned at 5:26pm

Respectfully submitted:

APPROVED:

Beth Messervy, Town Clerk

Ricky Waring, Mayor



Town of Summerville

****EMERGENCY MEETING****

Special Called Council Meeting

Summerville Municipal Complex

200 South Main Street - Council Chambers, Third Floor

Tuesday, July 7, 2020

MINUTES

Mayor Ricky Waring called the meeting to order at 1:00pm on Tuesday, July 7, 2020. Present: Mayor Waring, Councilmembers Walter Bailey, Terry Jenkins, and Bill McIntosh. Town Administrator Rebecca Vance, Town Attorney GW Parker, Town Clerk Beth Messervy, and members of staff were also in attendance. The press and public were duly notified. The meeting was livestreamed on the Town's web site.

Ms. Messervy read in its entirety the Emergency Ordinance to temporarily amend Town Ordinances, Sections 2-94 and 2-95 to provide that Council Meetings, Town Committees, Boards and Commissions be allowed meet electronically/telephonically and obtain a Quorum by counting a member(s) attending by electronic and/or telephonic means.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to pass the ordinance as written. The motion carried unanimously.

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to adjourn. The motion carried unanimously, and the meeting adjourned at 1:07pm.

Beth Messervy, Town Clerk

Ricky Waring, Mayor



TOWN OF SUMMERVILLE PARKS & RECREATION DEPARTMENT
"Creating Sense of Place Through Parks & Play"

TO: Beth Messervy, Town Clerk
CC: Rebecca Vance, Town Administrator
FROM: Amy Evans, Parks & Recreation Director
DATE: June 16, 2020
RE: June 2020 Parks & Recreation Committee Meeting Minutes

The Parks & Recreation Committee met on Thursday, June 11, 2020 in the Council Chambers of the Town Hall Annex. Aaron Brown, Kima Garten-Schmidt, Bob Jackson and Amy Evans were present. Members of the press were duly notified. Chairman Bob Jackson called the meeting to order at 5:30PM.

- 1) Presentation of the Saul Alexander Inclusive Playground Project- Ms. Evans introduced Steve Doniger with the Summerville Miracle League. Mr. Doniger presented the Miracle League's vision for the project and a playground design concept. Ms. Evans noted that the playground project was also on the Council Agenda to receive input and feedback from Council.

With no other business to discuss, Mr. Brown made a motion (seconded by Ms. Garten-Schmidt) to adjourn. Motion passed unanimously and the meeting adjourned at 5:41 PM.

Sincerely,

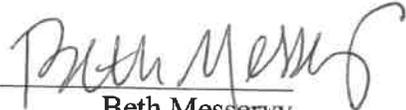
Amy Evans
Parks & Recreation Director
Town of Summerville

**TOWN OF SUMMERSVILLE
FINANCE COMMITTEE REPORT
June 11, 2020**

The Finance Committee met on Thursday, June 11, 2020. Present were Mayor Waring and Committee members Bob Jackson, Aaron Brown, Walter Bailey, Kima Garten-Schmidt, Terry Jenkins and Bill McIntosh. Also present were Town Clerk Beth Messervy and Town Attorney G.W. Parker. Other staff members, members of the press and members of the public were duly notified.

Welcome	Mayor Waring welcomed everyone and called the meeting to order at 5:55pm
Presentation of Financial Report	Andrew Shelton presented the May 2020 financial report. The report was accepted as information.
Financial Requisitions	<p>Mr. Garten-Schmidt made a motion, seconded by Mr. Bailey, to authorize a purchase order in the amount of \$49,800 to Mattern & Craig, Inc. for the design and permitting of a sidewalk on Lee Street from Bacons Bridge Road to King Charles Circle. Request from Public Works. Funds to come from budgeted sidewalk capital. The motion carried unanimously.</p> <p>Mr. Brown made a motion, seconded by Mr. Bailey, to authorize a purchase order in the amount of \$674,287 to Safe Industries for the purchase of a new pumper truck. Request from the Fire Department. Funds to come from General Fund Balance. The motion carried unanimously.</p>
Adjourn	Mr. Jenkins made a motion, seconded by Mr. Jackson, to adjourn. The motion carried unanimously, and the meeting adjourned at 6:02pm.

Respectfully submitted,


Beth Messervy
Town Clerk

PLANNING AND DEVELOPMENT COMMITTEE

REPORT for

June 11, 2020

5:30 PM

TOWN HALL – Council Chambers
200 S. Main Street, Summerville, SC

The Planning and Development Committee of Town Council met on June 11, 2020 immediately following the Parks and Recreation Committee. The meeting was held in the Council Chambers of Town Hall, 200 S. Main Street, Summerville, SC. Committee members present included Bill McIntosh, Council District 4, Bob Jackson, Council District 6, and Terry Jenkins, Council District 2. Staff members present included Jessi Shuler, AICP, Director of Planning; and other Town staff.

The meeting was called to order at 5:43 PM by Mr. McIntosh.

Annexations:

Ms. Shuler introduced the request to rezone TMS#s 154-00-00-073, Miles-Jamison Road; and 154-06-15-006, 310 Beverly Drive (approximately 306.809 acres), and owned by Dorchester County from PUD, Planned Development District, to PL, Public Lands (Council District 6). Mr. McIntosh asked for confirmation that this was the Pine Trace park site. Ms. Shuler confirmed that it was that site, which was originally planned to also include residential development, but would now only be a park following the revised wetlands delineation. She stated that they were requesting the PL, Public Lands, zoning designation, which is what all of the other parks in the Town are zoned. Following the discussion, Mr. Jackson made a motion to send the rezoning to full Council for first reading with a recommendation for approval, and Mr. Jenkins made the second. Mr. McIntosh called for the vote, and the motion passed unanimously.

Ms. Shuler introduced the next petition by Knightsville, LLC to annex Dorchester County TMS# 144-01-00-005 (approximately 1.00 acre) located at 795 Orangeburg Road, currently zoned R-4 Multi-Family Residential in Dorchester County and will be zoned PUD Planned Development District upon annexation into the Town of Summerville's municipal limits and the existing PUD for the Knightsville Tract shall be amended to include this parcel for open space and commercial uses. (Council District 4) Mr. McIntosh asked for confirmation that the PUD required a commercial area fronting Orangeburg Road. Ms. Shuler confirmed that that was the case and explained that the addition of this property to the PUD allows for a slight expansion of the required commercial area and a better alignment of the entry road. Following the discussion, Mr. Jackson made a motion to send the annexation to full Council for first reading with a recommendation for approval, and Mr. Jenkins made the second. The motion passed unanimously.

Following no additional business or discussion, the meeting was adjourned at 5:46 PM on a motion by Mr. Jenkins, and a second by Mr. Jackson.

Respectfully submitted,



Jessi Shuler, AICP
Director of Planning

June 12, 2020

Mayor
Ricky Waring

Council Members:
Bob Jackson, Mayor Pro-Tem
Walter Bailey
Aaron Brown
Terry Jenkins
Kima Garten-Schmidt
William McIntosh



Town Administrator
Colin L. Martin

Town Clerk
Beth Messervy

Town Attorney
G.W. Parker

Town of Summerville

MINUTES -- PUBLIC WORKS COMMITTEE MEETING June 11, 2020

The meeting was called to order at 5:47pm by Chair Kima Garten-Schmidt. Committee members Terry Jenkins and Walter Bailey were also present. Also in attendance was Director of Public Works Russ Cornette. Press and public were duly notified of the meeting. The meeting was held via Zoom Meetings and broadcast live on YouTube.

Mr. Cornette presented updates on the following projects:

a. Road Resurfacing.

In March, the finance committee approved a purchase order for Banks Construction Company for \$1,632,706.18. \$522,000 has been allocated from the Dorchester County Transportation Committee to cover the costs of the state roads. The balance of the contract cost will come from budgeted capital projects. The list of roads is below. The contractor will finish paving all roads on the contract, weather permitting, this week and begin punch list items and applying pavement markings next.

Town Roads	Subdivision	State Roads	Subdivision
Aulds Lane	Brownsville	Garbon Road	Gahagan to Boundary
Reneau Blvd	PFCC	Palmetto Street	Summerville
Ford Court	Brownsville	Shepard Lane East	Tea Farm
Burton Avenue	Corey Woods	Shepard Lane West	Tea Farm
Bambert Street	South Pointe	Elizabeth Street	Tea Farm
Palmetto Street	Summerville	Walker Drive East	Tea Farm
Simmons Avenue	Summerville	Sebring Court	Tea Farm
Shepard Lane East	Tea Farm	Blocker Lane	Summerville
Nottingham Court	Crichton Parish		
Rushton Place	Crichton Parish		
Hasting Way	Crichton Parish		
Brighton Lane	Crichton Parish		

Plantation Circle	Newington
Olympic Club	PFCC
Luke Avenue West	Summerville
Elizabeth Street	Tea Farm
Pekoe Court	Tea Farm
Lipton Drive	Tea Farm
Egret Lane	Oak Knoll
Duck Blind Court	Boykin Creek

- b. **Bear Island Road.** All permits for the project have been acquired. The Finance Committee approved a requisition for \$6,395,786.33 for Banks Construction in June 2019. Banks Construction mobilized and began clearing operations on July 8. Construction is expected to be completed in September 2020. The project is approximately 72.4% completed.
- c. **Maple Street.** Michael Baker, Inc is currently conducting right-of-way acquisition for Maple Street. Right-of-way acquisition is expected to be completed Summer 2020. Final construction documents are being prepared and was submitted to SCDOT for review by early April. There are 14 properties on the council executive session agenda for consideration for condemnation. Project is expected to be ready to bid in late summer or early fall of 2020.
- d. **Five Points Intersection Improvements.** Staff will present and recommend a final design to proceed with which includes cutting off Tupper Lane and construction a two-lane roundabout at the Five Points intersection.
- e. **Cedar Street Extension.** Cedar Street Extension is in the preliminary design and permitting phase. Survey and environmental work is currently underway.
- f. **West Carolina Avenue Traffic Calming.** The surveyor has completed the surveying the five intersections and the median locations and staff has completed design of the intersections and median. Staff has coordinated the pavement markings with the contractor and order the curbed delineator systems. Once the pavement markings are applied Current schedule is to have all improvements installed in the next 30 days.
- g. **Parkwood Drive Sidewalk.** All design and permitting work are completed and permits are in hand. The purchased order was approved in October and the contractor is waiting on utilities to relocate a couple boxes. Utility relocations have slightly delayed the project, but have been completed, so the contractor can now complete the section of project between Shepard Street and Germantown Road. Construction completion is expected later this month.
- h. **Central Avenue Sidewalk Project.** J. Bragg Consulting, Inc was selected to design and permit the sidewalk project. Surveying work and preliminary design work are completed. A conceptual plan was submitted and staff is reviewing the plan. Final plans are expected to be completed summer 2020. The scope of work included holding a public information meeting for the public to submit comments. With the

current pandemic, staff recommends posting the plans on the Town's website and accepting public comments on the project for a set period of time. After the public comment period, the consultant can complete the final construction documents.

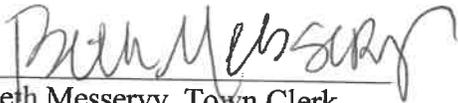
- i. **West 5th South St Sidewalk.** The Town recently went into a design contract with a consultant to begin design on this sidewalk project. Survey will begin soon.
- j. **Lee Street Sidewalk Project.** There is a requisition on tonight's finance agenda to begin design and permitting work on the project. If this is approved, work will begin very soon.
- k. **North Hickory Street Sidewalk.** Design is nearly completed and will be submitted for permitting in the next 30 days.
- l. **Shepard Park Drainage.** Final design work is completed and the pond portion of the project is nearly fully permitted. The Peters Street diversion portion of the project is still in permitting with SCDOT. Staff intends to apply for a State Rural Infrastructure Grant in September 2020 to fund the construction of the project.
- m. **US-78 North Summerville Drainage Study.** Survey is still underway and is expected to be completed by mid-July. Building the model of the basin will then begin and final model results and solutions are expected in September.
- n. **Springview Lane Oakbrook Drainage Study.** Survey was completed and submitted for this project on Tuesday. Building the model of the basin has begun. Preliminary results are expected by June 19. Final results and solutions are expected in August.

Conservation Easement Along BMP3:

SCDOT has negotiated the purchase of a complete tract of land along the BMP3 near Miler Country Club. 47 acres of this tract is not needed for the road project. SCDOT would like to convey this extra 47 acres to the Town and place it in a conservation easement to not allow development on the 47 acres. Staff recommends accepting the 47 acres. The item was moved to full Council for a decision.

There being no further business, the meeting was adjourned at 6:00pm.

Respectfully submitted,


Beth Messervy, Town Clerk

TOWN OF SUMMERVILLE, SOUTH CAROLINA

GENERAL BOND ORDINANCE

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TOWN OF SUMMERVILLE, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE WATERWORKS AND SEWER SYSTEM AND THE REFUNDING OF OUTSTANDING BONDS, AND OTHER MATTERS PERTAINING THERETO; PRESCRIBING THE FORM OF REVENUE BONDS ISSUED HEREUNDER; COVENANTING AS TO THE REVENUES AND THE FIXING, ESTABLISHMENT AND COLLECTION OF RATES AND CHARGES FOR THE USE OF THE WATERWORKS AND SEWER SYSTEM; PLEDGING SUCH REVENUES AND OTHER FUNDS TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

ORDINANCE

To Amend the Zoning Map of the Town of Summerville

BE IT ORDAINED, by the Mayor and Town Council of the Town of Summerville in Council assembled that the approximately 306.809 acres owned by Dorchester County located on Miles-Jamison Road and at 310 Beverly Drive and known as Dorchester TMS# 154-00-00-073 and TMS# 154-06-15-006 be rezoned to the classification of PL, "Public Lands" from the classification of PUD "Planned Development District."

The Zoning Map of the Town of Summerville is hereby amended so as to incorporate this change.

Ratified this _____ day of _____, 2020.

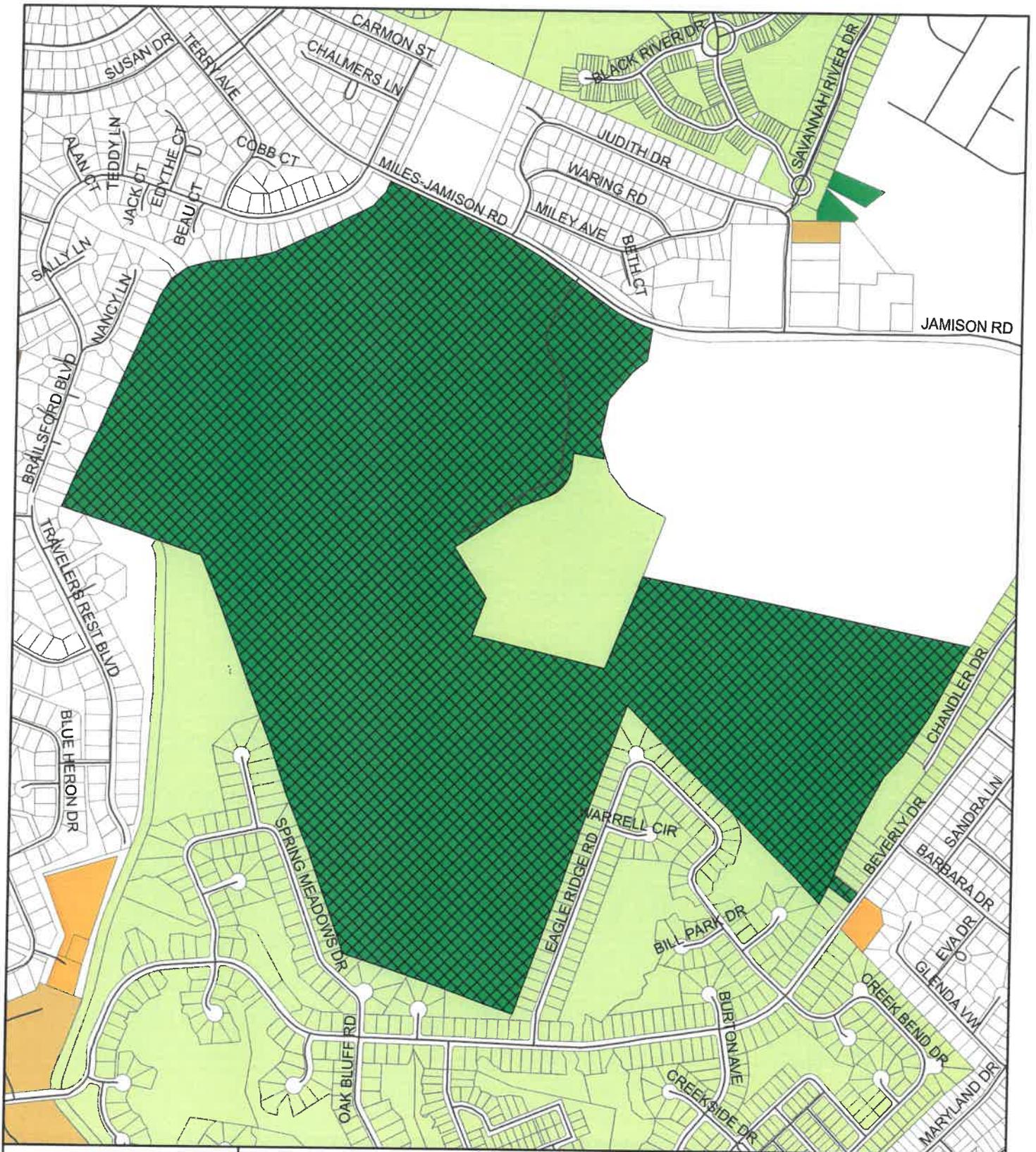
Ricky Waring, Mayor

Beth Messervy, Town Clerk

PUBLIC HEARING: May 18, 2020

FIRST READING: June 11, 2020

SECOND READING: _____



 Rezoning Request

Zoning

-  GR-5
-  MF-R
-  MH-R
-  N-B
-  PL
-  PUD

Rezoning Exhibit

PUD to PL

Disclaimer: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map; however, the Town of Summerville disclaims all representation and liability for the use of this map.

2020

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

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ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THE PARCEL OWNED BY KNIGHTSVILLE, LLC, ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE DEED AND PREPARED PLAT ATTACHED HERETO AND INCORPORATED BY REFERENCE AND TO AMEND THE EXISTING PLANNED UNIT DEVELOPMENT FOR THE KNIGHTSVILLE TRACT TO INCLUDE THIS PARCEL FOR PURPOSES BELOW:

WHEREAS, the owner of the real estate designated as Dorchester County TMS# 144-01-00-005, located at 795 Orangeburg Road, described as approximately 1.00 acre, has petitioned the Town Council of the Town of Summerville to annex into the Town of Summerville and to amend the existing Planned Unit Development for the Knightsville Tract to include this parcel.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Members of Town Council duly assembled;

SECTION I. That the described land on the attached deed and prepared plat, contiguous to the boundary of the Town of Summerville is hereby annexed to, taken into and made a part of the Town of Summerville and including the public roadway (s) immediately adjacent to the property lines of the parcel for the purposes of providing public service to the parcel.

SECTION II. That the existing Planned Unit Development for the Knightsville Tract be amended to include the described lands on the attached deed and prepared plat to be used for the purposes of open space, including the entry road, and commercial property.

SECTION III. That the property above described and hereby annexed shall be Zoned PUD "Planned Development" and be classified as PUD "Planned Development" under the Zoning Ordinance of the Town of Summerville; and, that the existing PUD for the Knightsville Tract be amended to include this parcel to be used as described herein.

Ratified this _____ day of _____, 2020 A.D.

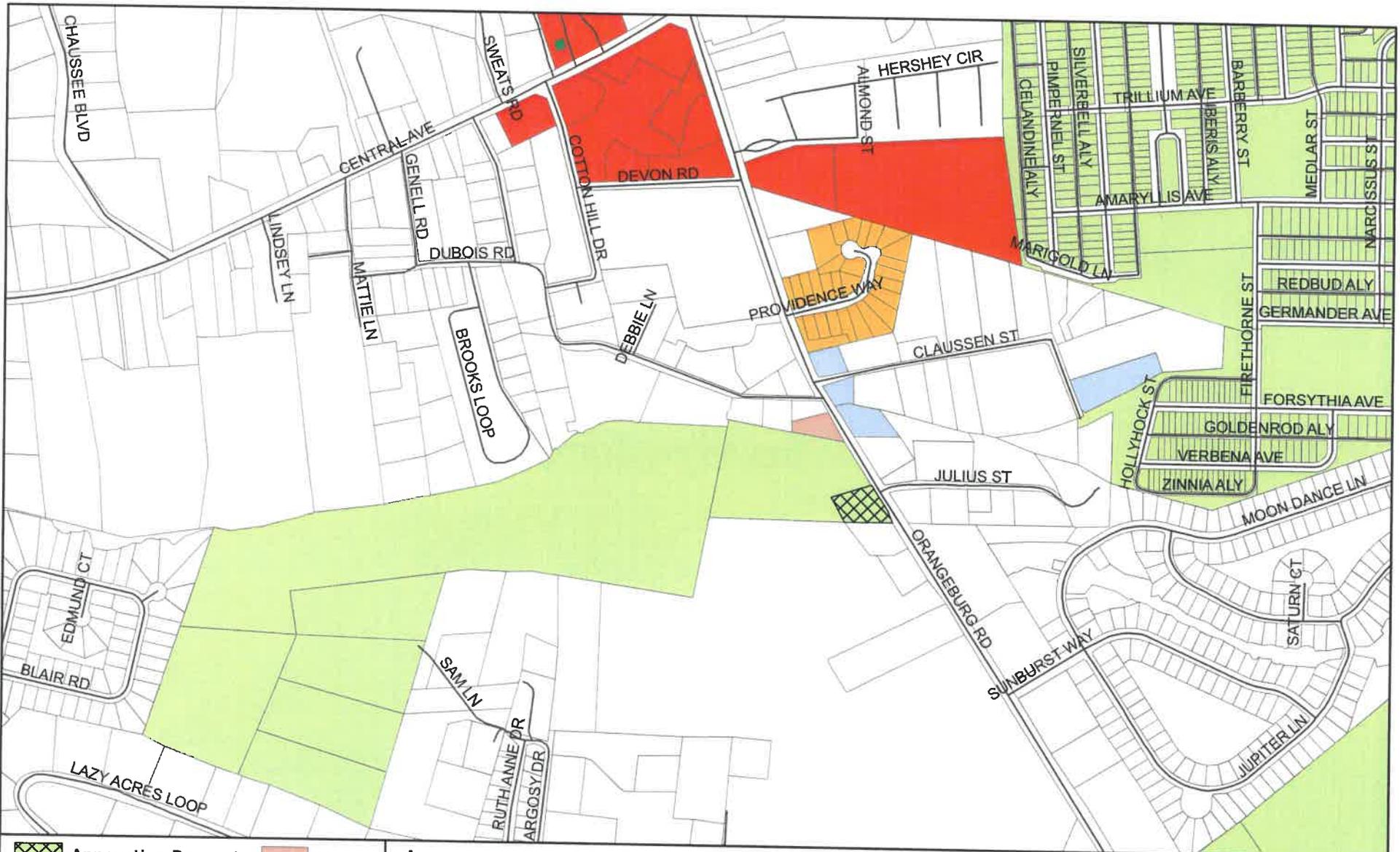
Ricky Waring, Mayor

Beth Messervy, Town Clerk

PUBLIC HEARING: May 18, 2020

FIRST READING: June 11, 2020

SECOND READING: _____

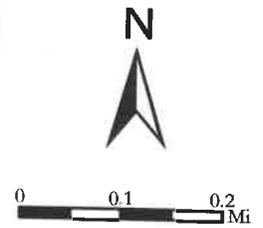


- | | | | |
|---|--------------------|---|-----|
|  | Annexation Request |  | N-B |
| Zoning | |  | N-R |
|  | G-B |  | PL |
|  | GR-5 |  | PUD |

Annexation & PUD Amendment Exhibit Knightsville Tract

Disclaimer: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map; however, the Town of Summerville disclaims all representation and liability for the use of this map.

2020



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

AN ORDINANCE

To Amend the Summerville Comprehensive Plan Section I and Town of Summerville Future Land Use Map #2, currently designated as Employed Growth District to Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26

WHEREAS, the Town adopted a Comprehensive Plan on August 8, 2009, Amended on February 9, 2011, and

WHEREAS, the far northern quadrant across Interstate 26 to the left of Sheep Island Rd. is designated as an Employment Growth District to encourage industrial and commercial growth which is reflected on the Town of Summerville Planning Area Future Use Map #2, and

WHEREAS, this northern quadrant across Interstate 26 to the left of Sheep Island Rd. has been impacted by population changes and growth which have dictated this area be designated as Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26, and

WHEREAS, South Carolina Code Ann. §6-7-1260 authorizes a Municipality to amend its Comprehensive Plan, and

WHEREAS, the Town Council of Summerville is desirous of promoting growth in this area with a balance of commercial and residential development

NOW THEREFORE:

BE IT ORDAINED, by the Mayor and Council Members of the Town of Summerville, in Council assembled that:

1. The far northern quadrant across Interstate 26 to the left of Sheep Island Rd. reflected on the Town of Summerville Planning Area Future Use Map #2 as Employment Growth District is hereby changed to Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26, and
2. The Future Planning Area Use May #2 is hereby amended to reflect the above described quadrant as being described in Item 1 herein above, and

It is so Ordained this ____ day of _____ 2020.

Ricky Waring, Mayor

ATTEST:

Beth Messervy, Town Clerk

First Reading: MAY 14, 2020

Public Hearing: _____

Second Reading: _____

RESOLUTION

A RESOLUTION RECOMMENDING THE TOWN OF SUMMERVILLE TOWN COUNCIL TO APPROVE THE AMENDMENT TO THE 2009-2011 COMPREHENSIVE PLAN, IN ACCORDANCE WITH, THE SOUTH CAROLINA COMPREHENSIVE PLANNING ENABLING ACT OF 1994, S.C. CODE OF LAWS § 6-29-510, ET SEQ.:

WHEREAS, the Town adopted a Comprehensive Plan on August 8, 2009, Amended on February 9, 2011 and July 9, 2014, and;

WHEREAS, the far northern quadrant across Interstate 26 to the left of Sheep Island Rd. is designated as an Employment Growth District to encourage industrial and commercial growth which is reflected on the Town of Summerville Planning Area Future Land Use - Map #2, and;

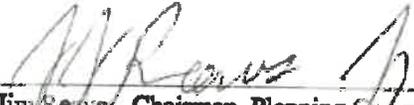
WHEREAS, this northern quadrant across Interstate 26 to the left of Sheep Island Rd. has been impacted by population changes and growth which have dictated this area be designated as Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26, and;

WHEREAS, South Carolina Code Ann. §6-29-520 requires that a recommendation of the plan or any element, amendment, extension, or addition must be by resolution of the planning commission, carried by the affirmative votes of at least a majority of the entire membership.

NOW, THEREFORE, BE IT RESOLVED by the Town of Summerville Planning Commission, in a meeting duly assembled, to recommend for the Summerville Town Council to approve the proposed amendment to the Comprehensive Plan to change the far northern quadrant across Interstate 26 to the left of Sheep Island Rd. reflected on the Town of Summerville Planning Area Future Land Use - Map #2 as Employment Growth District to Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26.

DONE this 22nd day of June, 2020.

SUMMERVILLE, SOUTH CAROLINA



Jim Reeves, Chairman, Planning Commission; or,
Kevin Carroll, Vice Chairman, Planning Commission

ATTEST:



Jessi Shuler, AICP
Director of Planning

The Town of Summerville Planning Commission Special Meeting
Minutes
June 22, 2020

This special meeting of the Town of Summerville Planning Commission was held in Town Council Chambers and was attended by Commission Members, Jim Reaves, Chairman; Kevin Carroll; Charlie Stoudenmire; Betty Profit; and Tom Hart. Elaine Segelken and Jonathan Lee were unable to attend. Staff in attendance included Jessi Shuler, AICP, Director of Planning. The public was encouraged to view the meeting via the live-stream and submit any comments in advance of the meeting through email or by phone.

Jim Reaves, Chairman, called the meeting to order at 4:00 PM.

Public Hearings:

The first and only public hearing opened at 4:01 PM and was for the request to amend the Summerville Comprehensive Plan Section I and Town of Summerville Future Land Use Map #2, currently designated as Employment Growth District to Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26. Mr. Reaves introduced the item and asked if anyone wished to speak.

Robby Robbins representing HIC Land, LLC stated that the amendment accurately represents development in that area, and he urged them to approve it.

Hearing no other requests from the public to offer any comments and having no comments submitted in advance, this public hearing was closed at 4:02 PM.

Old Business

There were no items under Old Business.

New Business:

The first item under New Business was the request to amend the Summerville Comprehensive Plan Section I and Town of Summerville Future Land Use Map #2, currently designated as Employment Growth District to Neighborhood Mixed Use with a Commercial Activity Center Focal Point at the area closest to Interstate 26. Mr. Lee made a motion to recommend approval to Town Council of the resolution to amend the Comprehensive Plan with Mr. Carroll making the second. The motion passed unanimously.

Miscellaneous:

There were no items under Miscellaneous.

Adjourn

With no further business for the Commission, Mr. Carroll made a motion to adjourn with Mr. Stoudenmire making the second. The motion carried and the meeting was adjourned at 4:03 PM.

Respectfully Submitted,

Date: _____

Jessi Shuler, AICP
Director of Planning

Approved: _____
Jim Reaves, Chairman or Kevin Carroll, Vice Chairman

AN ORDINANCE

TO AMEND THE SUMMERVILLE UNIFIED DEVELOPMENT ORDINANCE SECTION 8.3.3 PRESERVATION DURING CONSTRUCTION, SUBSECTION (B) ENTITLED BARRIERS REQUIRED, NUMBER 3

WHEREAS, it is the desire of the Town Council of Summerville for the Unified Development Ordinance to have flexibility in providing protection for trees during construction of any type of structure,

NOW THEREFORE:

BE IT ORDAINED, by the Mayor and Council Members of the Town of Summerville, in Council assembled that the Unified Development Ordinance Section 8.3.3 Preservation During Construction, Subsection (B) entitled Barriers Required, Number 3 be amended as follows:

3. Protective barriers shall consist of barriers approved by the Planning Department (a minimum of 4 feet in height). Protective barriers shall remain in place until development activities are complete. The area within the protective barrier shall remain free of all building materials, stockpiled soil or other construction debris. Construction traffic, storage of vehicles and materials, and grading shall not take place within the protected areas of the existing trees. Any violation must be addressed immediately or a stop work will be issued.

It is so Ordained this ____ day of _____ 2020.

Ricky Waring, Mayor

ATTEST:

Beth Messervy, Clerk to Council

First Reading: May 14, 2020

Public Hearing: June 15, 2020

Second Reading: _____

ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THE PARCEL OWNED BY THE WHITFIELD COMPANY, ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE DEEDS AND PREPARED PLATS ATTACHED HERETO AND INCORPORATED BY REFERENCE:

WHEREAS, the owner of the real estate designated as Berkeley County TMS# 208-00-02-013, Nexton Parkway Interchange, Linda Way, and Drop Off Drive, described as approximately 973 acres, has petitioned the Town Council of the Town of Summerville to annex into the Town of Summerville.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Members of Town Council duly assembled;

SECTION I. That the described land on the attached deed and prepared plat, contiguous to the boundary of the Town of Summerville is hereby annexed to, taken into and made a part of the Town of Summerville and including the public roadway (s) immediately adjacent to the property lines of the parcel for the purposes of providing public service to the parcel.

SECTION II. That the property above described and hereby annexed shall be Zoned PUD Planned Development District” and be classified as PUD “Planned Development District” under the Zoning Ordinance of the Town of Summerville.

Ratified this _____ day of _____, 2020 A.D.

Ricky Waring, Mayor

Beth Messervy, Town Clerk

PUBLIC HEARING: May 20, 2019

FIRST READING: June 13, 2019

SECOND READING:

Berkeley County GIS Online Mapping



1 inch = 2,000 feet

1 in

Date: 4/30/2019

Berkeley County GIS



The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

ORDINANCE

AN ORDINANCE APPROVING A PROPOSED DEVELOPMENT AGREEMENT FOR HIC LAND, LLC (WHITFIELD TRACT) OR ITS SUCCESSOR IN TITLE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT AND OTHER INSTRUMENTS INCLUDING THE IMPLEMENTATION OF A PLANNED UNIT DEVELOPMENT DOCUMENT RELATING THERETO BY AND BETWEEN THE TOWN OF SUMMERVILLE AND HIC LAND, LLC – BERKELEY COUNTY TMS# 208-00-02-013 for a total of 973 acres.

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Summerville Town Council, the governing body of the Town of Summerville, South Carolina had adopted Ordinance No. 06-1002 (a amended) establishing the provisions for Development Agreements; and

WHEREAS, HIC LAND, LLC (the “Developer”) has applied for and prepared a Development Agreement and PUD document on behalf of the seller, The Whitfield Company, who owns certain land suitable for residential, commercial, light industrial, civic, recreational and open space, and;

WHEREAS, pursuant to the Act, the Town of Summerville is authorized to enter into binding development agreements with certain persons having legal or equitable interests in real property, and;

WHEREAS, the Town of Summerville and the Developer have not concluded their negotiations with respect to the terms of the development agreement for the property owned by the Developer or its successor in title.

NOW THEREFORE, BE IT ORDAINED by the Summerville Town Council, in a meeting duly assembled, that the development agreement, in substantially the form attached hereto as Exhibit A, with such changes as Summerville Town Council shall approve, the execution of a definitive development agreement to be conclusive evidence of such approval, is hereby approved.

ADOPTED this _____ day of _____ 2020.

Ricky Waring
Mayor
Town of Summerville, SC

ATTEST:

Beth Messervy, Town Clerk
Town of Summerville, SC

Public Hearing: May 14, 2020
First Reading: May 14., 2020 Second Reading _____, 2020

**SHEEP ISLAND
DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**HIC LAND, LLC
AND
TOWN OF SUMMERVILLE, SOUTH CAROLINA**

**Prepared by:
George Bullwinkel, III, Esquire
Nicole Scott Ewing, Esquire
Nexsen Pruet, LLC
205 King Street
Charleston, SC 29401
Revised by: Robert D. Robbins, Esquire
Thurmond Kirchner & Timbes, P.A.
814-A North Cedar Street
Summerville, SC 29483**

**DEVELOPMENT AGREEMENT
 BY AND BETWEEN
 HIC LAND, LLC
 AND
 TOWN OF SUMMERVILLE, SOUTH CAROLINA,**

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EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Conceptual Land Use Plan
- Exhibit D: Development Schedule
- Exhibit E: Code of Ordinances Town of Summerville (Current Regulations)
- Exhibit F: Sheep Island PUD
- Exhibit G: Development Agreement Ordinance
- Exhibit H: Traffic Study

DEVELOPMENT AGREEMENT

BY AND BETWEEN

HIC LAND, LLC

AND

TOWN OF SUMMERVILLE, SOUTH CAROLINA,

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ___ day of _____, 2020 (the "Effective Date"), by and between HIC Land, LLC, a Delaware limited liability company (the "Property Owner"), and the Town of Summerville, a political subdivision of the State of South Carolina (the "Town").

RECITALS

This Agreement is predicated upon the following:

I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

II. Under S.C. Code §6-31-30, the Town Council has adopted Town Ordinance Number 06-1002, §§1-11, establishing procedures and requirements for considering and entering development agreements.

III. On _____, 2020, the Town annexed TMS No. 208-00-02-013 and zoned it as Planned Use Development (PUD) District.

IV. Pursuant to the Act, the Town conducted public hearings regarding its consideration of this Agreement on _____, 2020, and _____, 2020, after publishing and announcing notice, in accordance with the Act and Town Ordinance Number 06-1002 §§1-11.

V. The Town Council adopted Ordinance Number _____ on _____, 2020, (a) determining that this Agreement is consistent with the Town Comprehensive Plan, the Act, and the Current Regulations of the Town, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit G.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Property. The property subject to this Agreement bears TMS # 208-00-02-013 and is situated in Berkeley County and currently consists of approximately four hundred (400) acres of highland and approximately five seventy three (573) acres of wetland, with a total gross acreage of approximately nine hundred seventy three (973) acres. A legal description of the Property is set forth in Exhibit A, and the boundary lines of the property are shown on the plat attached as Exhibit B.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) "Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.

(b) "Building Development Standards" mean standards for Lot size, frontage, height, impervious surface, landscaping, parking, and setback requirements for the Development Parcels.

(c) "Comprehensive Plan" means The Town of Summerville Comprehensive Plan, Ordinance No. 99-0303, adopted pursuant to S.C. Code Section 6-29-510, et seq., as amended through the Effective Date, and the official zoning map adopted pursuant to S.C. Code Section 6-7-1210 et seq., amended through the Effective Date.

(d) "Current Regulations" mean the Comprehensive Plan, the Code of Ordinances for the Town of Summerville, the Sheep Island Planned Unit Development, and the Town's Vested Rights Ordinance as amended through the Effective Date hereof.

(e) "Density" means the commercial square footage per acre. Parcel Density equals the commercial square footage divided by the gross acreage of a specific parcel.

(f) "Development" means the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement.

"Development," as designed in a land or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the

operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) “Development Permit” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of the Town having the effect of permitting the Development or use of property.

(i) “Dwelling Unit” means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short term stays; assisted living facilities, or other commercial properties.

(j) “Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, the Property Owner is specifically exempted from any Town requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Property Owner from payment of applicable user fees for any such facilities. Notwithstanding the above, Property Owner shall pay impact fees pursuant to Section 20-107 of the Current Regulations.

(k) “Fresh Water Wetlands” mean those wetlands which in their natural state are certified as jurisdictional by the U.S. Army Corps of Engineers (“Corps”) or any other State or Federal law.

(l) “Green Space” means any area dedicated to parks, buffers, and naturally occurring or developed wetlands.

(m) “Land Development Regulations” means ordinances and regulations enacted by the Town or the State of South Carolina for the regulation of any aspect of Development and includes Town of Summerville zoning, subdivision, building construction, occupancy or sign regulations or any other regulations controlling the Development or use of property.

(n) “Law” means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules, custom and usage (formal and informal) adopted by the Town affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

(o) “Lot” means Development Parcel identified in a Subdivision Plat recorded in the Berkeley County Register of Deeds Office.

(p) “Open Space” means areas such as Green Space, multi-use paths, trails, and/or Greenways.

(q) “Parties” means the Property Owner and the Town.

(r) “Parcel” means any of those tracts of Real Property that are identified on the Boundary Plat, attached as Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(s) “Project” is the Development that will occur within and upon the Property described in Exhibit A and Exhibit B.

(t) "Property Owner" means HIC Land, LLC, together with all subsidiaries thereof and other entities, which have a legal and/or equitable interest, on the date of execution hereof in any of the Real Property as described in Section 5 and includes HIC Land, LLC successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof. HIC Land, LLC has an equitable interest in the Real Property by way of that certain Purchase and Sale Agreement by and between HIC Land, LLC and The Whitfield Company, who has a legal interest in the Real Property. The Property Owner warrants that there are no other entities with an equitable or legal interest in the Real Property.

(u) "Property Owner's Association" means the Property Owner's Association that shall be established prior to the sale of any Real Property, pursuant to Paragraph 11(b) hereof.

(v) "Real Property" is the real property referred to in Section 5 and includes any improvements or structures customarily regarded as part of real property.

(w) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(x) "Town" means Town of Summerville, South Carolina.

(y) "Undeveloped Lands" in existence on the date of execution of this Agreement is the Real Property indicated on Exhibit A. Undeveloped Lands shall, during the term of this Agreement, include Real Property that either (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as Lots or parcels thereon, and has not been sold. Properties designated by the Property Owner as "Undeveloped Lands" shall be taxed as "agricultural" by Berkeley County and may only be used for agricultural purposes, including forestry, while taxed as agricultural.

(z) “Vested Units” means the new Dwelling Units and commercial square footage that may be approved for all Undeveloped Lands.

3. Parties. Parties to this Agreement are the Property Owner and the Town.

4. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

(b) A boundary plat of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately four hundred (400) acres of highland and approximately five hundred seventy-three (573) acres of wetland, with a total gross acreage of approximately nine hundred seventy-three (973) acres.

The Property Owner may notify the Town from time to time of property to be added to the legal description of Real Property by the filing of a legal description of subsequently

acquired properties with the Clerk of Council and the Director of Planning and Development; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10 et seq.

6. Intent of the Parties. The Town and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The Town and the Property Owner are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10 et seq.

7. Consistency with the Town's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the Town's Comprehensive Plan and Current Regulations, as amended by the Summerville Planning Commission on June 22, 2020 and Town Council on July 9, 2020.

Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict, and subject to the provisions of Section 6-31-80, the standards set forth in this Agreement shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision of the Comprehensive Plan or Current

Regulations is inconsistent with any expressed or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the Town as referenced in Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by South Carolina Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations, attached hereto as Exhibit E. The Town shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project for the Term of the Agreement, pursuant to South Carolina Code Section 6-31-80, unless the Town has held a public hearing and has determined: (1) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land

Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the Town that it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the Current Regulations.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently

adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

Zoning permits, plat approvals (preliminary, conditional or final), roads and drainage construction plan approvals, building permits, certificates of occupancy, and utility construction and operating permits.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the law governing permit requirements, conditions, terms, or restrictions.

A. COMMERCIAL AND RESIDENTIAL USES

(a) Permitted Uses. All permitted uses as set forth in the Sheep Island Tract PUD, attached hereto as Exhibit F, are allowed on the Real Property.

(b) Density. As set forth in the Sheep Island Tract PUD, attached hereto as Exhibit F.

(c) Building Development Standards. The criteria as set forth in the Sheep Island PUD, attached hereto as Exhibit F, shall apply with respect to Lot size, frontage, height, impervious surface, landscaping, parking and setback requirements, respectively.

(d) Buffers, Fencing, Parking and Signage. The criteria as set forth in the Sheep Island PUD, attached hereto as Exhibit F, shall apply with respect to buffers, fencing, parking and signage.

B. PROPERTY OWNER'S ASSOCIATION

Prior to the sale of any Real Property, a Master Property Owner's Association (MPOA) shall be established. When the MPOA is established pursuant to this paragraph, membership in the MPOA will be mandatory for any property owner. The MPOA will be funded by dues to be established in its recorded restricted covenants. The MPOA's responsibility will be to manage the affairs of the MPOA including the enforcement of recorded documents and the maintenance of common areas. There may be individual property owner associations (POA) established for each development tract which will incorporate its own common areas and be managed by each POA and governed by the MPOA. The POA may contract with the MPOA for maintenance and/or management services. The MPOA's documents may also establish an Architectural Review Board (ARB) to review and approve all structures and any additions or improvements such as fences, ponds, garages, barns, etc. This review will be for aesthetic purposes (e.g.:

height, architectural detail, materials, colors) and does not replace the building permit review and approval by the Town Commercial Design Review Board. The Town will maintain the Facilities that are accepted by the Town, pursuant to the applicable provisions of the Current Regulations, upon tender by the Property Owner, provided said Facilities are designed for construction in accordance with the specifications approved by the Town, and provided further that the Facilities, as built, are in good condition and not subject to any monetary lien.

C. OPEN SPACE/GREEN SPACE

The Property Owner may convey portions of the Open Space to: (1) the Town; or (2) one or more qualified organizations under 26 U.S.C. Section 501(c)(3) in a form required by state or federal law and may subsequently transfer all or portions of such Open Space to a POA. The Property Owner will at all times reserve to itself, its successors and assigns easements for access and infrastructure purposes (e.g.: roads, walkways, paths, utility easements and rights of way) necessary or desirable for the Development.

The Town agrees that the future Facilities and Open Space specified in this Agreement shall satisfy all current and future obligations of the Property Owner to the Town relating to the same for monetary exactions and/or the provision or dedication of parks, parklands, community recreational facilities, Open Spaces, and recreational areas within the Project. Notwithstanding the above, Property Owner shall pay impact fees pursuant to Section 20-107 of the Current Regulations.

D. FLEXIBILITY OF USES AND TRACTS

The Conceptual Land Use Plan of the Sheep Island Tract must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, and market conditions and design parameters. Accordingly, the exact location of boundary lines between tracts, the location and size of land uses indicated within the planned areas, and the preliminary design concepts for the tracts and uses described in the Conceptual Land Use Plan shall be subject to change as phases of the Development are submitted for final plan review over the life of the Project; provided, however, that the maximum densities and allowed land uses set forth in this Agreement shall be strictly adhered to.

E. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary Plans and Final Plats for each phase of the Development shall be submitted for review and approved at staff level by the appropriate Town Administrative Officer pursuant to the applicable provisions of the Current Regulations. However, in instances where submitted plans can show where certain physical constraints impose a hardship, per the criteria set forth in S.C. Code Section 6-29-800, or show where implementation of alternative method(s) will meet or exceed the intentions of the applicable Town Ordinance, the appropriate Administrative Officer may, but it is not required to, grant such minor variance at staff level (i.e., reductions of up to ten (10%) percent of any zoning requirement).

12. Facilities and Services. Although the nature of this long-term project prevents the Property Owner from providing exact completion dates, the general phases of Construction and Development are set forth in Section 15 and described in Exhibit D attached hereto and incorporated herein by reference. The Property Owner certifies that the services and Facilities

will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein, and as to roads at the time commercial square footage is sold and/or leased to the public. Subject to compliance with applicable Laws, all provisions of this Agreement, and prior approval of construction plans by the Town or other applicable governmental entity, the Town hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the Town that adequate Facilities shall be available concurrent with the phases of Development.

(a) Rights-of-Way/Easement. The Property Owner shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. Such Facilities may be transferred by the Property Owner to the Town, subject to proper dedication and acceptance by Town, or a POA, as required by recorded Covenants.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control (“DHEC”), the service and Facilities for water and sewer, shall be provided by Berkeley County Water and Sanitation at its standard rates and tap fees for residential and commercial users in the Town.

(c) Acceptance of Facilities. The Facilities described in this Paragraph 12(a) will be inspected and accepted by the Town, pursuant to the applicable provisions of the Current Regulations, upon tender by the Property Owner, provided said Facilities are designed for construction in accordance with the specifications approved by the Town, and provided further that the Facilities, as built, are in good condition and not subject to any monetary lien.

13. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs. An iterative traffic analysis process will be implemented to ensure that Property Owner mitigates its own traffic impacts. These interim traffic studies will be required in compliance with the triggers identified in the Town’s UDO. Each interim study will consider existing conditions that are in place at time of the development application and will provide updated turning movement counts and regional model projections. The Property Owner also recognizes that the Town is considering a Corridor Study for Nexton Parkway and North Maple Street along with a sub-area traffic model. Should this study come to fruition, all findings from this study will be used as the baseline for the required interim traffic studies.

(b) Future Road Improvements. Town agrees that in order to safely and more effectively accommodate the pedestrian and vehicular traffic associated with the known development plans for the Town, including the Project, road improvements are a top priority. Said road improvements, as are more fully described in Exhibit H, or as are identified in subsequent required interim traffic studies, shall be the sole responsibility of the Property Owner, except as set forth below. Property Owner may only deviate from the improvements described in Exhibit H after receiving the necessary consent of the Town and the South Carolina Department of Transportation.

Town and Property Owner further agree that any future traffic improvements required of Property Owner shall be to mitigate Property Owners own traffic impacts and that any such

traffic improvements shall only be required by Town at the same time as a future permitted phase shall be submitted to the Town for approval. Furthermore, the Town shall only require the Property Owners to be responsible for their share of any required improvements, as identified by approved traffic studies.

All improvements required by the interim traffic studies will be completed before a certificate of occupancy is issued for that particular development application. An additional access to the development will be required as the property develops. The timing and location of this additional access will be mutually agreed upon by the Property Owner and the Town, and the Town agrees to provide any necessary assistance to the Property Owner to secure all easements required to make the connection to an offsite roadway, excluding financial responsibility.

(c) Acceptance of Facilities. The Road Improvements, described in paragraph (b) above shall be accepted by the Town or other appropriate entity, pursuant to the applicable provisions of the Current Regulations, upon proper dedication by the Property Owner provided said roadways, and multi use trail/path are built in accordance with specifications approved by the Town or other appropriate entity and provided further that the roadways and multi use trail/path are in good condition and not subject to any monetary lien. An additional access to the development will be required as the property develops. The location and timing of this additional access will be mutually agreed upon by the Property Owner and the Town, and this connection will be subject to Property Owner obtaining the necessary permits from State and Federal authorities. In the event a necessary permit is denied or an easement cannot be obtained, Town and Property Owner agree to explore other options and certificates of occupancy shall be granted as long as Property Owner exercises good faith in seeking alternative road connections.

14. Funding Sources for Infrastructure. The Property Owner and the Town recognize that the Real Property is located in an area of the Town which has a need for economic growth, expansion of tax base and creation of jobs. To this end, the Town agrees to work with the Property Owner and other applicable governmental entities to foster and encourage infrastructure and development to support these goals; including but not limited to, the possible establishment of a municipal improvement district, a tax increment financing district, and/or other special tax districts or financing vehicles authorized by applicable provisions of the South Carolina Code of Laws, including a proportionate share agreement. Should the Town develop a proportionate share agreement based on the Corridor Study described in Section 13 paragraph (a) above, Property Owner understands it will be required to participate in this agreement, provided that Property Owner shall only be required to mitigate its own impacts.

15. Fire Station Site. At the time of final platting for the first phase of the Single Family portion of the development, property owner shall identify a site for a joint fire station/EMS station to be built by the Town and/or Berkeley County and at their discretion. Prior to the issuance of a Certificate of Occupancy for the first Single Family Dwelling, Property Owner shall convey 3.0 acres to the Town for the sole purpose of constructing a Fire Station/EMS station facility to serve the development and surrounding areas.

16. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the execution and adoption of this Agreement.

(b) Interim Completion Date. The Property Owner projects that during the years after the execution and adoption of this Agreement, the following percentages of the Undeveloped Lands within the Real Property will be developed:

	2022	2023	2024	2025	2026	2027	2028	2029	2030
<u>TOTAL SINGLE FAMILY UNITS</u>	78	162	247	332	416	501	586	671	700
<u>TOTAL COMMERCIAL SQAURE FOOTAGE</u>				50,000	100,000	175,000	250,000	350,000	500,000
<u>TOTAL INDUSTRIAL SQAURE FOOTAGE</u>				25,000	50,000	87,500	125,000	175,000	250,000
<u>TOTAL HOTELS</u>				1		1		1	

(c) Completion Date. The Property Owner projects that by the year 2030 the Project should be substantially completed (i.e., essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses).

17. Term of the Agreement. Pursuant to S.C. Code Section 6-31-40, this Agreement shall expire on the tenth anniversary of the Effective Date (the “Termination Date”); provided, however, that the terms of this Agreement shall automatically renew for two (2) successive five (5) year periods absent a material breach of any terms of the Agreement, by the Property Owner during the initial or renewal terms as applicable and in accordance with South Carolina case and Statutory Law.

18. Amending or Canceling the Agreement. Subject to the provisions of Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

19. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

20. Periodic Review. The Town Supervisor or their designee of the Town shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the Town finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the Town unilaterally may terminate or modify this Agreement; provided, that the Town has first given the Property Owner the opportunity: (1) to rebut the Town's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

21. Severability. Subject to the provisions of Section 6-31-150 if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

22. Intentionally Omitted.

23. Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

24. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

24. Remedies. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any nonbreaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the Town of Property Owner's Fifth Amendment rights.

25. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

26. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

27. Town Approval of Agreement. The Town Council has approved the Project under the process set forth in Section 6-31-50 of the Act and Town Ordinance Number 06-1002, §§1-11 on the terms and conditions set forth in this Agreement.

28. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, said document to be in recordable form and provided to the Town at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the Town from third parties. Further, Property Owner shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in

commercial areas which have been platted and approved in accordance with the terms of this Agreement.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members change.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Property Owner" under and within the meaning of this Agreement, Property Owner shall notify the Town by thirty (30) days prior written notice and provide it a copy of the assignment of such status as the "Property Owner".

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain a written agreement from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall provide a copy of such agreement to the Town.

(iii) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any

portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property Owner.

(c) Release of Property Owner. In the event of a conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, and with the approval of the conveyance by the Town, which will not be unreasonably withheld, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The

reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property except as otherwise described in the Certificate.

If the Town does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

29. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibits B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety

and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) Intentionally Omitted.

(d) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(e) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation contained herein. Any amendments are subject to Section 17 herein.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(g) Attorneys Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

(h) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Town of Summerville
200 N. Main Street
Summerville, SC 29483

With copy to:

Director of Planning and Development
200 N. Main Street
Summerville, SC 29483

To the Property Owner:

HIC Land, LLC
777 Brickell Avenue, Suite 1270
Miami, FL 33131

With copy to:

Robert D. Robbins, Esquire
Thurmond Kirchner & Timbes, P.A.
814-A North Cedar Street
Summerville, SC 29483

(i) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

Witness:

TOWN OF SUMMERVILLE

By: _____

Richard Waring, Mayor

Attest: _____

_____, Clerk of Town

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BERKELEY)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the Town of Summerville, by Richard Waring, its Mayor, and _____ its Clerk of Town Council personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

Witness:

HIC LAND, LLC

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that Hoyer Investment company, by _____, its _____, and _____ its _____ personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Conceptual Land Use Plan
- Exhibit D: Development Schedule
- Exhibit E: Code of Ordinances Town of Summerville (Current Regulations)
- Exhibit F: Sheep Island PUD
- Exhibit G: Development Agreement Ordinance
- Exhibit H: Traffic Study

Exhibit A

Legal Description

[TO BE INSERTED AT EXECUTION]

Exhibit B

Boundary Plat

[TO BE INSERTED AT EXECUTION]

Exhibit C

Conceptual Land Use Plan

Exhibit D

DEVELOPMENT SCHEDULE

[TO BE INSERTED AT EXECUTION]

Exhibit E

Code of Ordinances Town of Summerville

[TO BE INSERTED AT EXECUTION]

Exhibit F

Sheep Island PUD

[TO BE INSERTED AT EXECUTION]

Exhibit G

Sheep Island Development Agreement Ordinance

[TO BE INSERTED AT EXECUTION]

Exhibit H

Traffic Study

[TO BE INSERTED AT EXECUTION]

AN ORDINANCE

TO AMEND THE SUMMERVILLE UNIFIED DEVELOPMENT ORDINANCE TO PROVIDE FOR CHANGES TO CHAPTER 5, SECTION 5.6.9, ALLEY; CHAPTER 10, SECTION 10.2.1.A, APPLICABILITY, SECTION 10.4.2.A, MONUMENT SIGNS, SECTION 10.7.2.C, TEMPORARY BANNERS; MAXIMUM AREA, AND SECTION 10.8, SIGNS THAT DO NOT REQUIRE A PERMIT, OF THE TOWN OF SUMMERVILLE CODE OF ORDINANCES

BE IT ORDAINED by the Mayor and Council members of the Town of Summerville, in Council assembled, that Chapter 5, Section 5.6.9, Alley; Chapter 10, Section 10.2.1.A, Applicability, Section 10.4.2.A, Monument Signs, Section 10.7.2.C, Temporary Banners; Maximum Area, and Section 10.8, Signs That Do Not Require A Permit, of the Summerville Unified Development Ordinance is hereby amended as follows:

Chapter 5

Section 5.6.9 – Alley

Subsection 5.6.9.2 Lane Widths will be changed to read as follows: “12 ft inverted crown for one-way and 16 ft inverted crown for two-way traffic (including 1 ft ribbon curb on each side)”

Chapter 10

Section 10.2.1.A - Applicability

The following will be deleted: “except for those types of signs noted in Section 10.7.2 (Exemptions)”

Section 10.4.2.A – Monument Signs

After “External illumination only,” the following language will be added “except in G-B and UC-MX”

Section 10.7.2.C – Temporary Banners; Maximum Area

Letter C, Maximum Area will be changed to read as follows: “15 square feet with a vertical dimension no greater than 3 feet for signs staked in a yard. 32 square feet with a vertical dimension no greater than 4 feet for signs attached securely to the building”

Section 10.8 – Signs That Do Not Require A Permit

The following will be added as subsection *10.8.5 Other Signs On Public Property*:

“The zoning administrator officer is authorized to permit informational/directional signs on public property under the following conditions outside of the permitting process contained within this Article:

- (1) The signs direct the reader to the location of a public facility, to a facility operated by a nonprofit entity, to a facility relating to the public health, safety or welfare, to scenic or historical districts or general business or industrial districts or a subdivision. The zoning officer is authorized to develop written and publicly posted guidelines for these types of signs.
- (2) The signs are erected by the town.
- (3) The entire cost of the signs is borne by the entity requesting the sign.

- (4) The signs are installed at locations where they would not constitute a traffic hazard.
- (5) Signs for businesses, donors, benefactors, supporters, business partners may be allowed as considered appropriate by the Planning Department.”

Ratified this _____ day of _____, 2020 A.D.

Ricky Waring, Mayor

Beth Messervy, Town Clerk

PUBLIC HEARING: June 15, 2020

FIRST READING: _____

SECOND READING: _____

**AN EMERGENCY ORDINANCE
20-0703**

**REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN RETAIL AND FOODSERVICE
ESTABLISHMENTS, AND MATTERS RELATED THERETO**

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that can result in serious illness or death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person; and

WHEREAS, the Centers for Disease Control and Prevention (the “CDC”) has warned of the high public health threat posed by COVID-19 globally and in the United States; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency in the United States for COVID-19 under Section 391 of the Public Health Service Act; and

WHEREAS, on March 13, 2020, the President of the United States declared that the COVID-19 outbreak in the United States constitutes a national emergency, which began on March 1, 2020; and

WHEREAS, also on March 13, 2020, the Governor of the State of South Carolina (the “State”) issued Executive Order 2020-08, declaring a State of Emergency based on a determination that the COVID-19 poses an actual or imminent public health emergency for the State; and

WHEREAS, the Governor of the State has subsequently declared a continued State of Emergency in Executive Orders 2020-15 (March 28), 2020-23 (April 12), 2020-29 (April 27), 2020-35 (May 12), 2020-38 (May 27), and 2020-40 (June 11); and

WHEREAS, the State is experiencing a dramatic increase in the number of identified new COVID-19 cases, and as of July 3, 2020, the South Carolina Department of Health and Environmental Control (“DHEC”) is reporting that there have been 41,413 confirmed COVID-19 cases and 787 confirmed COVID-19 deaths in the State; and

WHEREAS, if COVID–19 cases continue to increase in the State and in the TOWN of Summerville], the demand for medical, pharmaceutical, personal, and general cleaning supplies may overwhelm sources of supply; the private and public sector work force may be negatively impacted by absenteeism; and the demand for medical facilities may exceed locally available resources; and

WHEREAS, health authorities, including the CDC, the Surgeon General of the United States, and DHEC have recommended the use of face coverings as a means of preventing the spread of COVID-19; and

WHEREAS, S.C. Code § 5-7-250(d) provides that “to meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances ... by the affirmative vote of at least two-thirds of the members of council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the sixty-first day following the date of enactment;” and

WHEREAS, the Council for the Town of Summerville has determined, based on the recommendations of public health experts and responsive to a serious threat to the public health, safety, and welfare of its citizens, that it would serve the public interest and be within the TOWN’s police powers under Home Rule and S.C. Code § 5-7-60 to require that individuals wear face coverings in certain situations and locations; and

WHEREAS, the South Carolina Attorney General, on June 25, 2020, issued a public statement that enacting local mask requirements is within the police power of municipalities and is not preempted by State law; and

WHEREAS, this Emergency Ordinance must be approved approved by at least two-thirds of the Councilmembers present at the meeting in which it was considered;

NOW, THEREFORE, be it ordained by the TOWN Council of the TOWN of Summerville, SC as follows:

Section 1. Definitions. As used herein, the terms below shall have the following meanings

- 1) “Establishment” means, but not limited to: Foodservice Establishments, Retail Establishments, Professional Offices or any other Establishment, Office or Business where face-to-face interaction occurs between those gathered therein.
- 2) “Face Covering” means a uniform piece of cloth, fabric, or other material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands. Face Coverings include, but are not limited to, bandanas, medical masks, cloth masks, scarves, and gaiters, provided that they are worn such that they securely cover the person’s nose and mouth.
- 3) “Foodservice Establishment” means any establishment within the TOWN that sells prepared food on a delivery or carry-out basis.
- 4) “Responsible Person,” with respect to an Establishment, means any individual associated with the Establishment who has the authority and ability to enforce the requirements of the Ordinance within the Establishment, such as an owner, manager, or supervisor. “Responsible Person” may also include an employee or other designee that is present at the Establishment but does not have the title of manager or supervisor, but who has the temporary or designated authority and ability to ensure that the requirements of this Ordinance are met while the Establishment is open to the public with or without invitation.

- 5) "Retail Establishment" means, but is not limited to any retail business, organization, establishment, or facility open to the public, with or without invitation, within the TOWN, including, but not limited to:
 - a) grocery stores, convenience stores, and any other establishment engaged in the retail sale of non-prepared food;
 - b) commercial stores engaged in the retail sale of goods or services to the public including without limitation sporting goods stores; furniture and home-furnishings stores; clothing, shoe, and clothing-accessory stores; banks; jewelry, luggage, and leather goods stores; department stores; hardware and home-improvement stores; book, craft, and music stores; florists and flower stores; salons; barber shops; professional offices and all other business concerns which rely on face-to-face contact between staff or between staff and patrons;
 - c) pharmacies and other stores that sell medications or medical supplies;
 - d) alcoholic beverage stores; and
 - e) laundromats.
 - f) hotels/motels/event centers
- 6) Dining means the actual transfer of food or beverages to the mouth.
- 7) Gathering means a group of people gathered together under a Permit issued by the Town or allowable under Town Ordinances or gathered together without a permit. Gathering does not include Churches or Church functions.

Section 2. Use of Face Coverings. Effective as of 12:00am on the 10th day of July, 2020

The use of a face mask covering or mask is required by:

- 1) all customers are required to wear Face Coverings while inside the enclosed area of all Establishments set forth in Section 1. Definitions, sub-sections 1, 3 and 5(a) - (f)
- 2) All persons entering any building open to the public in the Town must wear a face covering while inside the building.
- 3) all Establishments including, but not limited to, those set forth in Section 1. Definitions, sub-sections 1,3, and 5(a)–(f) must require their employees to wear a face covering at all times while having face-to-face interaction with the public and employers shall be responsible and require staff to wear, and those staff shall wear, Face Coverings while working in areas open to the general public and areas in which interactions with other staff are likely in which social distancing of at least six feet cannot be observed; and
- 4) all persons when walking in public where maintaining a distance of six (6) feet between other members of the public at all times is not possible.
- 5) while providing or utilizing public transportation including but not limited to taxis, Uber or Lyft.
- 6) when participating in a gathering. When, however, the gathering is outside and social distancing of six (6) feet is observed, mask are not required.
- 7) while interacting with people in outdoor spaces, including but not limited to, curbside pickup, delivery and service calls.

Section 3. Exemptions. Face Coverings shall not be required:

- 1) in outdoor or unenclosed areas appurtenant to Retail Establishments or Foodservice Establishments in which social distancing of at least six feet is possible and observed;
- 2) for those who cannot wear a Face Covering due to a medical or behavioral condition;
- 3) for children under twelve years old, provided that adults accompanying children ages two through under twelve are strongly encouraged to use reasonable efforts to cause those children to wear Face Coverings while inside the enclosed area of any Retail Establishment or Foodservice Establishment;
- 4) for patrons of Foodservice Establishments while they are dining, seated or socially distanced consuming food and/or beverages;
- 5) in private, individual offices and for employees where they are separated from customers by a plexiglass/glass shield or from other employees where social distancing of at least six (6) feet may be observed;
- 6) when complying with directions of law enforcement officers;
- 7) in settings where it is not practical or feasible to wear a Face Covering, including when obtaining or rendering goods or services such as the receipt of dental services or while swimming;
- 8) while exclusively with members of a family or the same household, and no person other than such family or household is within the same enclosed area.
- 9) Police officers, Fire Fighters, EMS or other First Responders when it is not practical while engaged in a public safety matter of an emergency nature.
- 10) Persons attending Church or Church functions.

Section 4. Individual Violations: Civil Infraction. Any person violating the provisions of this Ordinance by failing to wear a Face Covering when required shall be guilty of a civil infraction, punishable by a penalty of not less than \$25 NOT TO EXCEED \$100. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.

Section 5. Responsible Person Violations: Civil Infraction. Any Responsible Person violating the provisions of this Ordinance by failing to require employees of the Establishment to wear a Face Covering when required shall be guilty of a civil infraction, punishable by a penalty of not less than \$100 NOT TO EXCEED \$500. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.

Section 6. Responsible Person Violations: Revocation of Permits and Licenses. In addition to the penalties established by Section 5 hereof, repeated violations of this Ordinance by a Responsible Person by failing to require employees of the Establishment to wear a Face Covering may, subject to all procedural protections set forth in the TOWN Code, result in the suspension or revocation of any occupancy permit or business license issued to business where the repeated violations occurred.

Section 7. Responsible Person Violations: Public Nuisance. In addition to the penalties established by Section 5 hereof, repeated violations of this Ordinance by a Responsible Person

by failing to require employees of the Establishment to wear a Face Covering are additionally hereby declared to be a public nuisance, which may be abated by the TOWN by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring Establishments into voluntary compliance with the terms of this Ordinance prior to the commencement of any enforcement action.

Section 8. Duties of Establishments and Responsible Persons. Establishments and Responsible Persons shall have a duty to enforce the provisions of this Ordinance only against employees of the Establishment. Without limiting the generality of the foregoing, no Establishment or Responsible Person shall have any duty to require that customers, visitors, or other members of the general public wear Face Coverings.

Section 9. Enforcement. Summerville Code Enforcement Officers shall have primary responsibility for the enforcement of this Ordinance with the Summerville Police Department having secondary responsibility. Prior to issuing a citation, the Officer must inquire of the person as to the reason they are not wearing a mask. If the person does not fall under one of the exemptions, the Officer shall issue a warning and furnish the person with a mask free of charge. Second violations will result in a citation as provided herein.

Section 10. Suspension of Contrary Local Provisions. During the Emergency Term (as defined in Section 12 below), any ordinance, resolution, policy, or bylaw of the TOWN that conflicts with the provisions hereof shall be and is hereby suspended and superseded.

Section 11. Expiration of Ordinance; Extension of Emergency Term. As provided by S.C. Code § 5-7-250(d), this Ordinance shall expire automatically as of the sixty-first day following the date of enactment (the “Emergency Term”) unless at the Council Meeting adopting this Ordinance a sooner termination date is chosen. Notwithstanding the foregoing, however, Council may extend the Emergency Term by emergency ordinance for one or more additional terms, each of no more than sixty days, provided that the total duration of the Emergency Term shall not exceed six months without enacting an ordinance in the ordinary course.

Section 12. Severability. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 13. Effective Date and Time. This emergency Ordinance shall take effect at 12:00pm on the 9th day of July, 2020 and shall expire at 11:59 pm on the 13th day of August, 2020 unless renewed or sooner terminated by Council.

IT IS SO ORDAINED!

Ricky Waring, Mayor

Date: _____

Attest:

Beth Messervy, Town Clerk

EMERGENCY ORDINANCE

20-0702

To temporarily suspend the normal operating procedures of the Town by closing Town Hall/Annex and authorizing the Town Administrator and Mayor to develop and implement a plan to ensure the orderly continuance of Town services.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that can result in serious illness or death by the SARSCoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person; and

WHEREAS, the Centers for Disease Control and Prevention (the “CDC”) has warned of the high public health threat posed by COVID-19 globally and in the United States; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency in the United States for COVID-19 under Section 391 of the Public Health Service Act; and

WHEREAS, on March 13, 2020, the President of the United States declared that the COVID-19 outbreak in the United States constitutes a national emergency, which began on March 1, 2020; and

WHEREAS, also on March 13, 2020, the Governor of the State of South Carolina (the “State”) issued Executive Order 2020-08, declaring a State of Emergency based on a determination that the COVID-19 poses an actual or imminent public health emergency for the State; and

WHEREAS, the Governor of the State has subsequently declared a continued State of Emergency in Executive Orders 2020-15 (March 28), 2020-23 (April 12), 2020-29 (April 27), 2020-35 (May 12), 2020-38 (May 27), and 2020-40 (June 11); and

WHEREAS, the State is experiencing a dramatic increase in the number of identified new COVID-19 cases, and as of July 6, 2020, the South Carolina Department of Health and Environmental Control (“DHEC”) is reporting that there have been 47,214 confirmed COVID-19 cases and 838 confirmed COVID-19 deaths in the State; and

WHEREAS, if COVID-19 cases continue to increase in the State and in the Town of Summerville, the demand for medical, pharmaceutical, personal, and general cleaning supplies may overwhelm sources of supply; the private and public sector work force may be negatively impacted by absenteeism; and the demand for medical facilities may exceed locally available resources; and

WHEREAS, it is necessary to preserve the ability of Town Government to function properly and at the same time, protect the Public, Town Staff and Elected Officials; and

WHEREAS, by temporarily closing Town Hall and the Town Annex is a means of preventing the spread of COVID-19 amongst the Public Staff and elected Officials; and

WHEREAS, S.C. Code § 5-7-250(d) provides that “to meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances ... by the affirmative vote of at least two-thirds of the members of council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the sixty-first day following the date of enactment;” and

WHEREAS, multiple Town Staff and one Council Member have been infected with COVID-19 along with several members of the Fire and Police Departments. There are other possible cases in the foregoing classifications who are exhibiting symptoms but have not yet been tested or awaiting testing results; and

WHEREAS, the Council for the Town of Summerville has determined, based on the recommendations of public health experts and responsive to a serious threat to the public health, safety, and welfare of its citizens, that it would serve the public interest and be within the TOWN’s authority based on S.C. Code § 5-7-60 to provide for the temporary closing of Town Hall, the Town Annex and authorize the Town Administrator and Mayor to develop and implement a plan to ensure the continuity of Town services and at the same time protecting the Staff, Public and Elected Officials from the spread of the Corona Virus: and

WHEREAS, this Emergency Ordinance must be approved by at least two-thirds of the Councilmembers present at the meeting in which it will be considered;

NOW, THEREFORE, be it ordained by Town Council, Summerville, SC as follows:

1. During the term of this Ordinance, any ordinance, resolution, policy, or bylaw of the Town that conflicts with the provisions hereof shall be and is hereby suspended and superseded.
2. As provided by S.C. Code § 5-7-250(d), this Ordinance shall expire automatically as of the sixty-first day following the date of enactment (the “Emergency Term”) unless at the Council Meeting adopting this Ordinance a sooner termination date is chosen. Notwithstanding the foregoing, however, Council may extend the Emergency Term by emergency ordinance for one or more additional terms, each of no more than sixty days, provided that the total duration of the Emergency Term shall not exceed six months without enacting an ordinance in the ordinary course.
3. The Town Hall and Town Annex shall be closed beginning at 11:59 pm, July 9th, 2020 and reopening at 8:30am on July 27, 2020.
4. This emergency Ordinance shall take effect and expire at the times stated in paragraph 3. unless renewed or sooner terminated by Council, and

IT IS SO ORDAINED!

Ricky Waring, Mayor

Attest:

Beth Messervy, Town Clerk

Applicant	2020 Requested	Recommended
Flowertown Players Marketing 45th season	\$22,200	\$19,980
Timrod Literacy and Library Association - operational	\$7,500	\$6,750
Summerville Masonic Lodge - Smoke at the Lodge 2020	\$10,500	\$9,450
Summerville Community Orchestra Concert 2020	\$14,000	\$12,600
Summerville Community Orchestra Outreach Program 2020-2021	\$25,000	\$22,500
Summerville DREAM - "Sweeter Here" Annual Promotion 2020-2021	\$43,500	\$39,150
Summerville Italian Feast 2020	\$17,000	\$15,300
Dorchester Children's Advocacy Center - Kitchen Tour 2020	\$15,000	\$13,500
Summerville Family YMCA - Flowertown Festival 2021	\$110,000	\$99,000
Sweet Tea Half Marathon 2020	\$2,500	\$2,250
Summerville-Dorchester Museum	\$20,000	\$18,000
Dorchester Paws Rock the Rescue 2020	\$5,000	\$4,500
Public Works Arts Center 2020-2021 Marketing	\$10,285	\$9,257
Colonial Dorchester Historic Site	\$50,000	\$45,000
Summerville Evening Rotary - Oktoberfest and Golf 2020	\$10,000	\$9,000
TOTAL REQUESTED	As Is	With 10% reduction
	\$362,485	\$326,237

The State ATAX Advisory Committee voted unanimously to recommend funding for all applicants at a 10% reduction from the original amount requested.

The reason for the reduction is a drastic decrease in State ATAX money revenue to the Town due to Covid-19.

The committee, as well as the organizations that were present, felt saving more money to distribute next year was a good idea given the uncertain numbers of State ATAX money collected in 2020.

	Over budget	\$ back to ATAX fund
Available funds to distribute: \$354,291	-\$8,194	\$28,055

The Dorchester Free School Board

PO Box 2045
Summerville, SC 29484

February 16, 2020

Mr. George W Parker, Esq
Corporate Counsel-Town of Summerville
Summerville, SC 29483

Subject: Requests for use of Intellectual Property of Town of Summerville

Dear Mr. Parker:

The Dorchester Free School Board is preparing for its upcoming 300th Anniversary in 2024, and one of the initiatives undertaken by the Board is the publication of a book on its history. In this regard, our Board requests permission to include various images and citations as indicated in the attached requests. Please feel free to modify the standard forms that are included, if necessary.

If I can be of further assistance, please let me know.

Regards,

TR Dion
Thomas R. Dion, Trustee
Chair, Book Committee

trdion@tine.t

Dorchester Free School Board, Inc.

Date: 1/13/2020

Permission No: 2, 73, 74, 76, 78, 79, 81, 82, 83, 84, 85

TO:

G. W. Parker, Corporate Counsel
Town of Summerville
200 South Main Street
Summerville, SC 29483

I am preparing a manuscript to be published by the Dorchester Free School Board, Inc:

Author/ title: Thomas R. Dion, Walter M. Bailey, William L. Walker, ed.

Estimated publication date Spring 2023. Approximate number of pages 350.

I request your permission to include the following material in this edition of our book for distribution throughout North America.

Author (s) and/or editor (s): Hill, Barbara Lynch

Title of book or periodical:

Summerville South Carolina 1847-1997 Our History—Sesquicentennial Edition

Title of selection:

Copyright date: 1998

- #2 Reference to page 303. See attached for source and also for requested use per Footnote 1.
- #73 Reference to pages 49, 50, 51. See attached for source and also for requested use per Footnote 86.
- #74 Reference to pages 51. See attached for source and also for requested use per Footnote 90.
- #76 Reference to pages 76-77. See attached for source and also for requested use per Footnote 91.**
- #78 Referenced page 247. Figure of John Gadsden. See attached for source and also use as per Manuscript page 73.
- #79 Reference material page 249-Bio material on Terence R Tighe. See attached for source and also use as per Manuscript page 77.
- #80 Reference material on page 249—Image of Terence R. Tighe. See attached for source and also use as per Manuscript page 78.
- #81 Reference material on page 317—Info on Brownfield School. See attached for source and also use as per Footnote No. 95.
- #82 Reference material on pages 79, 80, 81 on William G Vardell. See attached for source and also use as per Footnote No. 96.
- #83 Reference material on page 317—Reference to various schools. See attached for source and also use as per Footnote No. 99.

- #84 Reference material on pages 283-284-Formation of Bank School . See attached for source and also use as per Manuscript 100.
- #85 Reference material on page 304—Statement about growth in school attendance . See attached for source and also as per Footnote No. 100

Please indicate agreement by signing and returning the enclose copy of this letter. In signing, you warrant that you are the sole owner of the rights granted and that your material does not infringe upon the copy-right or other rights of anyone. If you do not control these rights, I would appreciate your letting me know to whom I should apply.

Thank you,

TR Dion
 Thomas R. Dion, Trustee
 Dorchester Free School Board, Inc.
 P.O. Box 2045
 Summerville, SC 29484

TR Dion
 Thomas R. Dion
 AGREED TO AND ACCEPTED:

By _____
 Signature Title Date

Credit and/or copyright notice: _____

Dorchester Free School Board, Inc.

Date: 1/13/2020

Permission No: 2, 73, 74, 76, 78, 79, 81, 82, 83, 84, 85

TO:

G. W. Parker, Corporate Counsel
Town of Summerville
200 South Main Street
Summerville, SC 29483

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Thank you,

TR Dion
Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484

TR Dion
Thomas R. Dion
AGREED TO AND ACCEPTED:

By _____
Signature Title Date

Credit and/or copyright notice: _____

Dorchester Free School Board, Inc.

Date: 1/14/2020

Permission No: 108

TO: George W Parker
Corporate Counsel
Town of Summerville
Summerville, SC 29483

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Title of selections: Page 298

To be shown as on Manuscript page 188

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Thank you,



Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484



Thomas R. Dion

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Signature Title Date

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Thank you,



Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484



Thomas R. Dion

AGREED TO AND ACCEPTED:

By _____

Signature

Title

Date

Credit and/or copyright notice: _____

Dorchester Free School Board, Inc.

Date: 1/14/2020

Permission No: 117

TO: George W Parker
Corporate Counsel
Town of Summerville
Summerville, SC 29483

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Title of selections: Quotation from Eleanor W Dion, page 125

To be shown as on Manuscript page 204, 205

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Thank you,



Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484



Thomas R. Dion

AGREED TO AND ACCEPTED:

By	Signature	Title	Date

Credit and/or copyright notice:

Dorchester Free School Board, Inc.

Date: 1/14/2020

Permission No: 117

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Corporate Counsel
Town of Summerville
Summerville, SC 29483

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To be shown as on Manuscript page 204, *205*

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Thank you,

TR Dion

Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484

TR Dion

Thomas R. Dion

AGREED TO AND ACCEPTED:

By _____

Signature

Title

Date

Credit and/or copyright notice: _____

Dorchester Free School Board, Inc.

Date: 1/16/2020

Permission No: 131, 132, 133

TO:
G. W. Parker, Corporate Counsel
Town of Summerville
200 South Main Street
Summerville, SC 29483

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Title of book or periodical:
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Title of selection:

Copyright date: 1998

#131 Figure of Brownfield Academy on page 318 to be included as shown on Manuscript page 87.

#132 Figure of Robert I Limehouse and description to be included as shown on Manuscript page 273

#133 Figure Joseph Hall Waring on page 248 to be included as shown on Manuscript page 307.

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Thank you.



Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484



Thomas R. Dion
AGREED TO AND ACCEPTED:

By

Signature

Title

Date

Credit and/or copyright notice:

Dorchester Free School Board, Inc.

Date: 1/16/2020

Permission No: 131, 132, 133

TO:
G. W. Parker, Corporate Counsel
Town of Summerville
200 South Main Street
Summerville, SC 29483

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Thank you,


Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484



Thomas R. Dion

AGREED TO AND ACCEPTED:

By _____

Signature

Title

Date

Credit and/or copyright notice: _____

Dorchester Free School Board, Inc.

Date: 2/13/2020

Permission No. 243

TO:

Mr. G Waring Parker
Corporate Counsel Town of Summerville
Summerville, SC

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Author (s) and/or editor (s): Town of Summerville Tax Map of Central Avenue and Briarwood Lane vicinity Jan 2020.

Title of book or periodical:

Town of Summerville Tax Map of Central Avenue and Briarwood Lane vicinity Jan 2020 as indicated on Manuscript Page 111.

Title of selection:

Copyright date: 2020

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Thank you,



Thomas R. Dion, Trustee
Dorchester Free School Board, Inc.
P.O. Box 2045
Summerville, SC 29484



Thomas R. Dion

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Signature Title Date

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Dorchester Free School Board, Inc.

Date: 2/13/2020

Permission No. 243

TO:

Mr. G Waring Parker
Corporate Counsel Town of Summerville
Summerville, SC

I am preparing a manuscript to be published by the Dorchester Free School Board, Inc:

Author/ title: Thomas R. Dion, Walter M. Bailey, William L. Walker, ed.

Estimated publication date Spring 2023. Approximate number of pages 350.

I request your permission to include the following material in this edition of our book for distribution throughout North America.

Author (s) and/or editor (s): Town of Summerville Tax Map of Central Avenue and Briarwood Lane vicinity Jan 2020.

Title of book or periodical:

Town of Summerville Tax Map of Central Avenue and Briarwood Lane vicinity Jan 2020 as indicated on Manuscript Page 111.

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Thank you,



Thomas R. Dion, Trustee
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P.O. Box 2045
Summerville, SC 29484



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Ricky Waring

Councilmembers:
Bill McIntosh, Mayor Pro Tem
Walter Bailey
Aaron Brown
Kima Garten-Schmidt
Bob Jackson
Terry Jenkins



Town Administrator
Rebecca Vance

Town Clerk
Beth Messervy

Town Attorney
G.W. Parker

Town of Summerville

Memorandum

To: Mayor and Town Council
From: Russ Cornette, Public Works Director
Date: July 1, 2020
Subject: US-17A and Tupperway Drive Intersection Improvements

ISSUE

The Six Oaks Planned Unit Development has requested the Town of Summerville assist with eminent domain to acquire necessary property to implement required roadway improvements at the intersection of US-17A and Tupperway Drive.

BACKGROUND/DISCUSSION

The Six Oaks PUD will soon begin developing with single family houses and apartments. The traffic impact analysis (TIA) that was conducted identified that the intersection of US-17A and Tupperway Drive will need to be improved in a way that a signal could be installed in the future. The developer will have to have all road improvements permitted by SCDOT. The intersection improvements may require the acquisition of additional road right-of-way from property owners other than the developer. The developer does not have the capability of eminent domain, and has requested that Town assist in this if needed. SCDOT also wants assurance from the developer, that the road improvements will be implemented as the development proceeds in order for the developer to attain the necessary permits.

The developer will make every effort to negotiate the purchase of any property directly with those property owners. If those negotiations are unsuccessful, the developer will request the Town assist with right-of-way acquisition by using the power of eminent domain. The developer will absorb all costs associated with any property acquisitions.

RECOMMENDATION

Staff recommends approval of this request.

RELOC. CURVE DATA

TUPPR02-1

L = 90.19'

R = 510.00'

D.S. = 36MPH

oMAX = LOW SPEED URBAN

o = NC

RELOC. CURVE DATA

TUPPR02-2

L = 83.46'

R = 75.00'

D.S. = NA

oMAX = LOW SPEED URBAN

o = NC

