



## ***Town of Summerville Council Meeting***

**Thursday, August 13, 2020 - 6:00 p.m.**

### **VIRTUAL MEETING**

***This meeting will be conducted electronically and livestreamed  
on the Town's website: [www.summervillesc.gov](http://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](mailto:publiccomments@summervillesc.gov) **before 4:30pm on Thursday, August 13, 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](mailto:publiccomments@summervillesc.gov) **before 4:30pm on Thursday, August 13, 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 to speak. Please note that you are being recorded and livestreamed to the public. Your recording is public record, subject to the Freedom of Information Act.

## **AGENDA**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance - *Councilman Bob Jackson***
- 3. Approval of Minutes of Previous Meetings**
  - a. Town Council Meeting – July 9, 2020
  - b. Standing Committee Meetings – July 9, 2020
  - c. Special Called Meeting (Retreat) – July 16, 2020
  - d. Special Called Meeting (Workshop) – August 6, 2020
- 4. Special Recognition**

**5. Public Comment – *For items on the August 13, 2020 Town Council meeting agenda only***

**6. Petitions**

- a. Request to rezone TMS# 144-04-13-013, located at 411 Golf Road, approximately 0.88 acres, and owned by Melissa & Clinton Avery from GR-2, General Residential, to N-R, Neighborhood Residential (Council District 1)

**7. Pending Bills and Resolutions:**

- a. Second and final 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.
- b. 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)
- c. 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 – N/A**

**9. Miscellaneous**

- a. Consideration of an ordinance to lease 100 West Richardson Avenue, Suite D
- b. Consideration of Emergency Ordinance to extend Ordinance #20-0703 regarding face mask coverings
- c. Consideration of Emergency Ordinance to extend Ordinance #20-0701 regarding electronic meetings for Council, committees, boards, and commissions
- d. Consideration of State Accommodations Tax application from Summerville-Dorchester Museum
- e. Discussion of new agreement/lease with Summerville Miracle League for events held at Saul Alexander playground
- f. Discuss approval of Intergovernmental Agreement with District II and Dorchester County for Phase I improvements to Memorial Stadium/McKissick Field

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

**11. Executive Session:** Contractual and personnel matters

- a. Contractual matter related to arrangement for downtown development services
- b. Contractual matter regarding lease with Summerville-Dorchester Museum
- c. Contractual matter regarding condemnation of Tract 55, TMS #130-10-00-069 for the Maple Street project
- d. Personnel matter regarding wellness audit of Summerville Police Department

**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

July 9, 2020

#### ATTENDANCE

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

#### CALL TO ORDER

The regular monthly meeting of Summerville Town Council was called to order at 6:00pm on Thursday, July 9, 2020 by Mayor Waring. The meeting was opened with prayer led by Councilmember Terry Jenkins, followed by the Pledge of Allegiance.

#### SPECIAL PRESENTATION

The Greater Summerville/Dorchester County Chamber of Commerce gave a brief presentation on the results from the Chamber's public input sessions regarding the building of a new boutique hotel in downtown Summerville.

#### APPROVAL OF MINUTES

Mr. Jenkins made a motion, seconded by Mr. Bailey, to approve the combined minutes from the Town Council meeting on June 11, 2020, the Standing Committee meetings on June 11, 2020, the Council Special Called meeting on June 29, 2020, and the Council Special Called Meeting on July 7, 2020. The motion carried, and the minutes were accepted into record.

## **PUBLIC COMMENT**

Public comments for the virtual meeting were accepted via email, and the public had a chance to call in their comments as well. Ms. Messervy read the 25 public comments received via email. They have been accepted into record.

Ashley Chiampi called in for public comment, speaking in opposition of the face mask ordinance. She asked that Council “recommend” the face masks instead of mandating them.

CJ Westfall called in for public comment, speaking in opposition of the face mask ordinance. He stated that it would be better to “encourage masks” instead of mandating them.

Justin Roberson called in for public comment, speaking in opposition of the face mask ordinance. He stated that face masks cause fear and pandemonium.

## **PETITIONS:**

N/A

## **PENDING BILLS AND RESOLUTIONS**

Mr. Jackson made a motion, seconded by Mr. Jenkins to give second and final reading to 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.

Mr. McIntosh made a motion, seconded by Mr. Jackson, to give second and final 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. Bailey made a motion, seconded by Mr. Jackson, to postpone 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. (Council District 4). The motion carried unanimously.

Mr. Jackson made a motion, seconded by Mr. McIntosh to give second and final reading to 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. The motion carried unanimously.

Mr. Bailey made a motion, seconded by Mr. Jenkins to give second and final reading to 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. The motion carried unanimously.

Mr. Bailey made a motion, seconded by Mr. Jackson, to postpone the second and final reading of the following ordinances until the August 13, 2020 Council meeting:

- 1) 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)
- 2) To approve 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 to postpone the two items carried unanimously.

### **INTRODUCTION OF BILLS AND RESOLUTIONS**

Mr. McIntosh made a motion, seconded by Ms. Garten-Schmidt, to give 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. The motion carried unanimously.

### **MISCELLANEOUS**

Mr. Jackson made a motion, seconded by Mr. Brown, to approve an emergency ordinance requiring individuals to wear face coverings in retail and foodservice establishments, and matters related thereto. Ms. Garten-Schmidt made a motion, seconded by Mr. McIntosh, to amend the ordinance to “highly encourage” citizens to wear masks instead of a mandate. Some discussion followed. The motion to amend the ordinance failed 2-5 with Mr. McIntosh and Ms. Garten-Schmidt voting in favor of the amendment. The original motion passed 5-2 with Mr. McIntosh and Ms. Garten-Schmidt voting in opposition.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to approve and ordinance to temporarily suspend the normal operating procedures of the Town by closing Town Hall and the Annex building to the public and authorizing the Town Administrator and Mayor to develop and implement a plan to ensure the orderly continuance of Town services.

Mr. McIntosh made a motion, seconded by Mr. Jackson, to amend the ordinance to replace item 3 with the following: "The Town Hall and Town Annex shall be closed for 10 days beginning at 11:59 pm, July 9th, 2020, provided that the Mayor is authorized to extend the closing of Town Hall if necessary for a period not to exceed not 11:59pm on August 13th, 2020." The motion to amend the ordinance carried. The ordinance as amended carried unanimously.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to approve the recommendations by the State Accommodations Tax Advisory Committee for funding of applicants from 2020 ATAX funds, with the exception of the Summerville Dorchester-Museum which would be considered at a later date. The motion carried unanimously.

Mr. McIntosh made a motion, seconded by Ms. Garten-Schmidt, to approve the request from the Dorchester Free School Board for the Town to lend copyrights of Town owned archives to the organization. The motion carried unanimously.

Mr. Jenkins made a motion, seconded by Mr. Brown, to approve the Town to implement 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. Some discussion followed. The motion carried unanimously.

### **EXECUTIVE SESSION**

Mr. Jenkins made a motion, seconded by Ms. Garten-Schmidt, for Council to enter into Executive Session for the following:

- 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

The motion carried, and Council entered into Executive Session at 8:10pm

### **OTHER BUSINESS**

Council returned from Executive Session at 9:01pm. Town Attorney GW Parker reported that no action was taken on:

- 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

Mr. Parker also stated that he recused himself from discussion of item (b) of Executive Session.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to approve the Town Administrator's recommendation to hire Chris Grant as the new Human Resources Manager. The motion carried unanimously.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to change the position of the current Town Attorney, GW Parker, to a full time position with commensurate salary and full benefits effective July 1, 2020. The motion carried 6-0 with Mayor Waring recusing himself from the vote.

Mr. Bailey made a motion, seconded by Mr. Jenkins, to give the Town Attorney authorization to revise an agreement with Dorchester County on the Parks and Recreation Millage Concurrence. The motion carried unanimously.

Mr. Jenkins made a motion, seconded by Ms. Garten-Schmidt, to hire Steven Fooshe & Associates, LLC as lobbyists for the Town of Summerville with a contract ending December 31, 2021. Some discussion followed. The motion carried unanimously.

**ADJOURN**

There being no further business, the meeting adjourned at 9:07pm on motion of Mr. Jenkins, seconded by Ms. Garten-Schmidt.

Respectfully Submitted,

APPROVED:

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Beth Messervy, Town Clerk

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Ricky Waring, Mayor

July 9, 2020

Dear Mayor Waring and Town Council members:

We residents of Del Webb Nexton who have been following the proposed Sheep Island Development which will abut our community are writing again to say that we remain dedicated to monitoring next Council actions on this proposal.

Our appreciation continues for the Hoyer team's willingness to weigh our residents' vested interests and well-being and for the Council's close consideration of development documents with the goal of accomplishing best outcomes for all of Summerville's stakeholders.

The hundreds of property owners who make up Del Webb Nexton will rely upon a well-implemented buildout of the Whitfield property over the next decade as new development there advances toward our community's boundary.

Thank you for taking every provision to insure that such a large development at the edge of charming Summerville can only be an exemplary asset designed to preserve the town's identity as the Heart of the Lowcountry.

Sincerely,

Del Webb residents Joel Arenson, Tom Conry, Donna Dunevant, Earl Evertz, Pat Heckert, Gus Holladay

NOT IN TOWN

**Messervy, Beth**

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**From:** Kathy Dotson <kathy@pk-precision.com>  
**Sent:** Thursday, July 9, 2020 10:01 AM  
**To:** publiccomments  
**Subject:** Extended masks

Dear Summerville Town Council,

I was at the meeting last Thursday when you chose to go against the wishes of most of the town and mandate wearing masks, without allowing anyone to speak whether for or against. The dangers of wearing a mask for any extended amount of time are well documented. The dangers of a town council thinking they have the authority to take away the Constitutional rights of private citizens, as well as those of private businesses, is akin to communism. Your 'decisions' have already cost businesses revenue, some having to close their doors, and ruined the ability of people to make a living and support their families. I don't need the government to decide what is good for me, I'm fully capable of that myself. If a business chooses to require a mask to enter their doors, that is their right. My right, as granted by the Constitution we are constantly tearing apart, is to choose to patronize the business or go elsewhere. If the mask ordinance is extended, I will be in the group that gathers to protest, and I will also be in the group that chooses not to extend your time in office. Do not treat the citizens of Summerville to anymore of this nonsense. My home address is 111 Waterford Lane, Summerville SC. If you wish to contact me you may call the number below.

Thank you,

Kathy Dotson  
Administration  
10155 Bellwright Rd  
Summerville, SC 29483  
843-879-9488 office

**From:** admin@charlestonhealth.org  
**Sent:** Wednesday, July 8, 2020 7:33 PM  
**To:** publiccomments  
**Subject:** Mask ordinance

I have lived and worked in Summerville for the past 10 years. Like many of us in the healthcare fields, I have been following this health issue. I don't get my information from the news, I read the reports from government agencies, along with the statements provided by various experts in their respective fields. Our office has been trained to test for Covid, and part of that training included an in depth discussion of the virus. I understand that many of the general population are scared. I believe a lot of that fear stems from misinformation, or a misunderstanding of what the information represents. I am calling on you to educate yourself, and be leaders in the community.

I am publicly asking you to end your mask policy.

First, understand that a virus is a fragment of DNA, and not stopped by the masks people are wearing. Second, understand that the virus is not anymore dangerous than the many other pathogens we routinely come in contact with, and don't test for. Third, the people who want to wear a mask are able to. Fourth, there are people who should NOT be wearing masks, who wear one due to fear tactics, and social pressures. Tensions are high at the moment. I had a patient reference Walter Scott today as a reason to avoid police at all costs. By making masks mandatory, you alienate and intimidate a larger part of the population than you know.

Be part of the solution, not another face of oppression.

Dr. Amanda McNabb  
BUS DC NMD  
843-303-2426

Charleston Health  
215 E 5th N St  
Summerville, SC 29483

**From:** Kane Family <kanefamilyadventure@gmail.com>  
**Sent:** Thursday, July 9, 2020 7:23 AM  
**To:** publiccomments  
**Subject:** Public Comment for tonight

Good Evening!

I am a business owner in District 2. Let me start by saying thank you for allowing public input to be considered. I left California 4 years ago because the elected officials there set policy and made life altering decisions based on the fear mongering from the MSM. This is the kind of politics I expect from liberal states that violate personal freedoms for their party's favor. I came to SC because I believed that politics would be different here and the leaders valued the freedoms of their constituents.

I have complied with the ordinance personally and have followed the rules of the ordinance in my business. I have fought very hard to weather the storm and did not lay off a single employee at any time since the onset of Covid. When looking at my sales this year compared to last year, I am down 60% for March, 80% for April, 50% for May, and 20% for June. Since July 1st (when the mask ordinance was enacted), I am down over 40% during what is traditionally one of the busiest weekends. The week prior to July 1 was the first time that I had a day that was only 10% less than the comparable day from 2019. Now today, I am starting the process of evaluating my options to close my store. I have 1.5 years left on my lease and will most likely have to declare bankruptcy, not because I have incurred debt but because there is no way I can afford to pay over \$100,000 that would be owed to finish out my lease.

Furthermore, I have followed this disease closely. I research the numbers and their sources. I also read journals and listen to discussions regarding Covid from doctors and scientists. Here is what I have learned. Reported cases are on the rise and testing is on the rise. Our death rate has been under 1% since June 1st. My husband is a doctor and follows the ever evolving studies on testing and there is no standard in testing that has been adopted. Doctors are discussing the accuracy of tests and the lack of discernment between acute viral cases, non-acute viral cases, the presence of antibodies, and the rate of false results. (I'm happy to supply more information on testing if you would like). I also read reports from respected doctors questioning the health effects of wearing masks and the probability of asymptomatic carriers transmitting the disease. Finally, I am a firm believer that in order to eradicate a virus, the healthy people in a population need to catch the virus so that it moves through its life cycle. By flattening the curve for too long, we are potentially allowing the virus to stay strong and possibly grow stronger while slowing the process of achieving herd immunity.

I personally don't believe a less than .02% death rate that mostly consists of a vulnerable population is enough to exercise police powers and infringe on the rights of the general population especially when there is no guarantee that it will change the course of the situation. Regardless, I have complied with the ordinance, I sheltered in place, and have practiced social distancing in public.

I take the health of me and my family very seriously. We rarely eat out, never eat fast food, and take great care in building up our immune systems. We are not asking people to stop smoking or eating processed foods to decrease the death rate from heart disease (.2%), cancer (.2%) or any other health related cause of death. We also don't ask people to stop driving because car accidents have a death rate of .06%. Why do we have to wear a mask and declare bankruptcy because .02% of the population does not have a strong enough immune system to survive a virus?

Enacting ordinances based on fear being broadcast by the MSM, causing small business owners to go bankrupt, and requiring everyone to wear masks because of a disease with a death rate of .02% is a gross overreach of government. If

you decide to take personal liberties away, I strongly request that you be specific about what numbers justify your actions and that they be shared and your actions justifiable.

Thank you for your time.

Sincerely,  
Corinne Kane  
Business Address 214 Azalea Square Blvd.  
Summerville, SC 29483

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**From:** DAVID POWELL <dp4teamh1@aol.com>  
**Sent:** Thursday, July 9, 2020 11:54 AM  
**To:** publiccomments  
**Subject:** Masks

Yesterday evening I went to Walmart to do some shopping. It was the first time I had actually left my house since Monday(my car is in the shop being worked on and my wife has driven her car to work so it is not out of fear that I have stayed home). I wore a mask as I entered Walmart. Did I like wearing a mask? No. Did I feel like I looked stupid wearing a mask? Yes. Was it uncomfortable wearing a mask. Yes(it caused my glasses to fog up, my face to sweat and I had to speak up to be heard among other things). Did I remove it the minute I got back to my wife's car? Yes. So why did I wear it? I wore it for the elderly woman pushing her shopping cart alongside me in the same aisle. I wore it for the teenager in another aisle who had a mask on but may not wear one when going to the beach or hanging out with her friends. I wore it because my wife cares about my health and the health of others. I wore it because numerous doctors, nurses, and other healthcare professionals believe wearing a mask may help protect us(I realize that for every healthcare professional that says wearing a mask provides protection there is a healthcare professional that says it doesn't help) and finally, I wore the mask because our town council has mandated that everyone wear a mask. You see, wearing a mask because it's mandated wasn't my first reason for doing so, in fact it was my last reason for doing so. So why did I wear a mask? I wore it because I was thinking of others first. I was think of that elderly woman who is more susceptible to becoming infected and may be scared. The teenager whose demographic is seeing the highest increase in infection, my wife who loves and cares for me and is worried because I'm past middle age and is concerned if I become infected what the consequences might be. I wore it on the chance that those healthcare professionals that do believe it will help protect me and others are right. Finally, I wore it out of respect for town council and the decision they made, not as so many believe to control me or erode my civil rights but because they are trying their absolute best to make the best decisions they can with the information they are given. You see, for me it's about everyone else and not about me. That's why I wore a mask yesterday evening. Now there will be many that see this post and say that wearing a mask is my prerogative and that they have a "right" to choose not to wear a mask. Some may respond defensively, some may make ugly remarks, some may even tell me to mind my own business or "you do you and I'll do me" but I would simply ask, are you thinking of yourself or are you thinking of others first?

David Powell  
117 S. Oak St.  
Summerville, SC 29483  
843-870-9831

**Messervy, Beth**

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**From:** David Neal <dgnealhome@gmail.com>  
**Sent:** Thursday, July 9, 2020 12:05 PM  
**To:** publiccomments  
**Subject:** Mask ordinance

**Categories:** Orange Category

David G Neal  
1104 South Main St  
Summerville SC 29483

The Mayor and Town Council of the town of Summerville SC, do not have the legal authority to mandate a face covering to be worn by citizens within the town limits. This is not a law, and cannot be enforced. We have the right to choose to be free of oppressive overreach by an illegitimate order. As an American I make my own lawful choices not THIS COUNCIL! I Choose NOT to wear a mask, period.

IN TOWN

**Messervy, Beth**

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**From:** julia griffin <juliagriff2002@yahoo.com>  
**Sent:** Thursday, July 9, 2020 12:30 PM  
**To:** Messervy, Beth  
**Subject:** Re: Mandatory masks

Maureen Cattie  
122 Crossandra Ave.  
Summerville, SC 28483

Sent from my iPhone

> On Jul 9, 2020, at 12:13 PM, Messervy, Beth <bmesservy@summerville.sc.gov> wrote:

>  
> Please reply with your name and address.

>  
>  
> Beth Messervy  
> Town Clerk Town of Summerville  
> 200 S Main St Summerville, SC 29483  
> 843.851.4223  
> summerville.sc.gov

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> -----Original Message-----

> From: julia griffin <juliagriff2002@yahoo.com>  
> Sent: Thursday, July 9, 2020 12:09 PM  
> To: Ricky Waring <rickywaring@summerville.sc.gov>  
> Subject: Mandatory masks

*Maureen Cattie*

> Please vote YES to continue mandatory masks until the Covid numbers are substantially decreased. We are in a Public Health disaster and citizens can make a positive or negative difference based on wearing a mask in all public places. Thank you for your leadership during this unprecedented medical crisis.

> Sent from my iPhone

> This email and its attachments may be confidential and are intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of the Town of Summerville. If you are not the intended recipient of this email and its attachments, you must take no action based upon them, nor must you copy or show them to anyone. Please reply to the sender if you believe you have received this email in error.

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**From:** B Stewart <bstewart2@earthlink.net>  
**Sent:** Thursday, July 9, 2020 2:23 PM  
**To:** publiccomments  
**Subject:** Mask ordinance

I am in full agreement with extending the current mask ordinance. I don't know if you have COVID-19, and you don't know if I have it, so everyone wearing masks provides some protection from each other. It's a small inconvenience that can have significant benefits. It is NOT a political issue, but a public health and safety measure. I would also like to see some enforcement of the ordinance because it's not worth much if people are allowed to violate it as I have seen this past week. There are provisions for enforcement, but are they being carried out? Thank you

Beverly Stewart  
238 Eagle Ridge Rd.  
Summerville

Sent from [Mail](#) for Windows 10

IN-TOWN

**Messervy, Beth**

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**From:** Leslie Cascales <lesliecascales@yahoo.com>  
**Sent:** Thursday, July 9, 2020 2:37 PM  
**To:** publiccomments  
**Subject:** Oppose Mandatory Masks

Hi, please add my message to the meeting behind held later today.

Masks are not effective from spreading Covid 19, the manufacturers label on the box states this. There is also zero evidence that wearing cloth over your mouth stops it spreading as well. Although the testing has increased so there are more positives, the CDC's own data shows severe cases and deaths have plummeted. Please do not enforce this mask policy that violates citizens rights, if someone wants to wear one that is their right but for those of us that do not it is unconstitutional to enforce that. It is not the Governments job to protect my health. It's the Governments job to protect my Constitutional rights. These mandates are turning communities against each other and totally unnecessary. As a trauma survivor having my mouth covered causes extreme anxiety and panic attacks and I should not have to explain this to be able to provide groceries for my family.

Thank you,  
Leslie Cascales  
Cell 404-840-4749  
100 Bonita Court Marlin Estates  
Town of Summerville resident

From the WHO: There is limited evidence that wearing a medical mask by healthy individuals in the households or among contacts of a sick patient, or among attendees of mass gatherings may be beneficial as a preventive measure. 14-23 However, there is currently no evidence that wearing a mask (whether medical or other types) by healthy persons in the wider community setting, including universal community masking, can prevent them from infection with respiratory viruses, including COVID-19.

Prolonged wearing of the surgical mask causes loss of intellect potential and cognitive performance due to a decrease in blood oxygen and subsequent brain hypoxia. Note - some changes may be irreversible.

IN TOWN

**Messervy, Beth**

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**From:** David Weiss <davidrobertweiss@gmail.com>  
**Sent:** Thursday, July 9, 2020 4:19 PM  
**To:** publiccomments  
**Subject:** Mask Ordinance Emergency Meeting

Good afternoon Mayor and Council:

I would like to write you today to express my support for removing the mask ordinance within town limits. Due to many reasons including personal liberty, health reasons, breathing issues, and anxiety issues, the town instead should follow the example of other jurisdictions that have "strongly encouraged" the wearing of masks when you can't be socially distanced. Please consider this option and the opinion of the residents of the town. Thank you for allowing us the opportunity to join the discussion.

Sincerely,

David R. Weiss  
112 Avonshire Drive  
Summerville SC 29483

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Sent from Gmail for iPhone

IN TOWN

**Messervy, Beth**

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**From:** Kathy Dotson <kathy@pk-precision.com>  
**Sent:** Thursday, July 9, 2020 4:15 PM  
**To:** publiccomments  
**Subject:** Kathleen Dotson; 111 Waterford Lane, Summerville SC 29483, Mask Extension;

Dear Summerville Town Council,

I was at the meeting last Thursday when you chose to go against the wishes of most of the town and mandate wearing masks, without allowing anyone to speak whether for or against. The dangers of wearing a mask for any extended amount of time are well documented. The dangers of a town council thinking they have the authority to take away the Constitutional rights of private citizens, as well as those of private businesses, is akin to communism. Your 'decisions' have already cost businesses revenue, some having to close their doors, and ruined the ability of people to make a living and support their families. I don't need the government to decide what is good for me, I'm fully capable of that myself. If a business chooses to require a mask to enter their doors, that is their right. My right, as granted by the Constitution we are constantly tearing apart, is to choose to patronize the business or go elsewhere. If the mask ordinance is extended, I will be in the group that gathers to protest, and I will also be in the group that chooses not to extend your time in office. Do not treat the citizens of Summerville to anymore of this nonsense. My home address is 111 Waterford Lane, Summerville SC. If you wish to contact me you may call the number below.

Thank you,  
Kathy Dotson  
Administration  
~~10155 Bellwright Rd~~  
~~Summerville, SC 29483~~  
843-879-9488 office



IN TOWN

**Messervy, Beth**

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**From:** LYNDIA SCARBOROUGH <bailey7556@aol.com>  
**Sent:** Thursday, July 9, 2020 3:59 PM  
**To:** publiccomments  
**Subject:** Masks

Urging you to extend mask mandate until infection rate shows a significant decline.  
Lynda Scarborough  
139 Northpark Ave.  
Sent from my iPhone

**From:** kristi lynn <kristijlynn@yahoo.com>  
**Sent:** Thursday, July 9, 2020 2:26 PM  
**To:** publiccomments  
**Subject:** Mask mandate - 171 Droos Way - Kristi J. Lynn

To whom it may concern,

A mandatory face mask order is a radical infringement of the reasonable and legitimate expectation of privacy that most South Carolinians expect to have over their own bodily and facial autonomy.

I am medically exempt from wearing a covering over my face. I am still continuously harassed in public, to the point that I stay locked inside my house. The division of mask vs non mask has ignited bullying. Under the Americans Disability Act (ADA) and Hipaa, a patient is not required to disclose his or her medical condition. This does not stop stores and patrons from policing and bullying me while trying to get basic necessities. I no longer go shopping for any luxuries, out of fear. I go to grocery stores outside of my town, so that I am not subjected to this unconstitutional policing of mask wearing. That means, that I give all of my business to online or other towns. I will continue to do this, until this nonsense stops.

Wearing a mask will pose a far greater health risk to Americans like myself. Compromising my airway, increased risk of hypoxia, pseudohypoxia, hypercapnia, and significantly increase the risk for histotoxic hypoxic injury. In addition, the results of wearing a mask will increase the cortisol levels inducing a sympathetomimetic drive, decreasing the lymphocyte subpopulation, increasing suppression of the immune system resulting in physical and medical harm that could have been easily prevented.

The New England Journal of Medicine states as follows: We know that wearing a mask outside health care facilities offers little, if any, protection from infection. Public Health authorities define a significant exposure to Covid-19 as face-to-face contact within 6 feet with a patient with symptomatic Covid-19 that is sustained for at least a few minutes (and some say more than 10 mins or even 30 mins). The chance of catching Covid-19 from a passing interaction in a public space is therefore minimal. In many cases, the desire for widespread masking is a reflexive reaction to anxiety over the pandemic.

The recovery rate for the majority of the population is in the high 90 percentile, mirroring influenza. You do not mask healthy people. You mask immunocompromised and symptomatic.

Thank you for your time,

Kristi J. Lynn

171 Droos Way

NOT IN TOWN

**Messervy, Beth**

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**From:** Charles Ferguson <charlesandrachel@hotmail.com>  
**Sent:** Thursday, July 9, 2020 12:30 PM  
**To:** publiccomments  
**Subject:** Council meeting today regarding mask mandate.

My name is Rachel Ferguson at 310 Anadale Court in North Charleston, SC. I am writing this email because I am disheartened at Summerville's mask mandate. I am a college graduate with degrees in political science, psychology and sociology and have worked in the legal field for 20+ years. This mandate has many holes, fallacies and gives medical and health mandates to the public. Government has now overstepped its boundaries. Not only is there NO scientific evidence that masks are effective against viruses, but now huge economic and social problems are occurring. People are being bullied in stores by other customers. I am now praying incessantly before I even leave the house, because I have already been subject to strangers correcting me in stores for not wearing a mask. People are policing each other, and calling the police on each other (wasting officer's time, etc.) This foolishness needs to stop and is causing unnecessary unrest. Another issue that I am seeing is if someone isn't wearing one, we do not know if they have a medical reason, and they are getting bullied as well. **WE SHOULD BE FREE TO CHOOSE OUR OWN HEALTHCARE, NOT FORCED!** People need to make their own medical decisions. Businesses are having to bear the brunt of policing what people wear and our S.C. economy is suffering because of it. If this mandate continues, schools are going to be in disarray (as kids aren't going to wear these things or wear them correctly), and there will be many homeschooling. It is time for this Summerville government to be wise and be a model for other cities as our cities and states are now being torn down due to this unnecessary constraint. Even the CDC does not insist we wear them. It is only recommended. If you look at their site, they tell you to not wear surgical masks. Surgical masks are mostly what I am seeing and what businesses are handing out. I have never in my life thought I would see the day where the government believes it is okay to tell the general public to put a medical device on or else they will be fined. If people are in fear or at risk, they need to stay home. Let the others live freely in the United States of America. We are not criminals. I do not have a record. I have never done anything illegal in my life. I refuse to wear a mask. If they worked, why is China regularly battling viruses and diseases, yet most of their culture have always worn masks. If masks worked, why are our COVID-19 numbers rising, when most everyone was already wearing masks? Think for yourself. There are many more scientists confirming my stance, but please consider this scientific journal called the New England Journal of Medicine dated April 1, 2020:

<https://www.nejm.org/doi/full/10.1056/NEJMp2006372>

Respectfully,  
Rachel Ferguson  
843-860-9960

NOT IN TOWN

**Messervy, Beth**

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**From:** Donna Romeo <dr6711547@gmail.com>  
**Sent:** Thursday, July 9, 2020 11:03 AM  
**To:** publiccomments  
**Subject:** Comment on Masks

Dear Council,

I am asking you to please reconsider your decision on mandatory masks in retail stores and other places of business. I believe the social distancing, hand washing and hand sanitizer and disinfecting of all personal things should be sufficient in dealing with this virus. I have observed more people touching their face either to breathe, get the fog off their glasses or readjust their masks. They are touching things in the stores and then going to do whatever they need to do with their masks. This is causing more health issues with constant touching of the face. I see this in everyone who speaks in public as well. I will be watching tonight to see how many of you touch your face mask during the meeting.

Donna Rome  
Ridgeville, SC

NOT IN TOWN

**Messervy, Beth**

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**From:** marriednurse001@aol.com  
**Sent:** Thursday, July 9, 2020 11:08 AM  
**To:** publiccomments  
**Subject:** Mask Mandate

I just wanted to share with you the impact your face mask ordinance has had on my life personally. Last week I was yelled at across a crowded restaurant that I was not allowed to enter because I was not wearing a mask. I am on disability for conditions that wearing a face covering would only worsen, and was totally humiliated by this scene. I was told by the owner to call from outside in the future - In other words, even though there are 30 people eating in here without a mask I was not welcome because of my disability not coinciding with your mask mandate. I deliver for Door Dash and the current mask mandate has restricted my means of income. I have worked and spent my money in your town for over a decade but miss seeing the smiling faces on the street and in the shops that initially drew me to your town. I hope that the town council will make the decision the people want, and remove this mandate immediately so that you may set the example for other towns to follow.

Hope Koestner  
213Kassie Ct.  
Ladson, SC 29456

NOT IN TOWN

**Messervy, Beth**

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**From:** alfu2u21067@aol.com  
**Sent:** Thursday, July 9, 2020 1:52 PM  
**To:** publiccomments  
**Subject:** Masks & Personal Responsibility

**Categories:** Orange Category

Wearing a mask should not be mandated but is a matter of choice. There is zero argument for personal responsibility. I do what I have to to protect myself. It is not up to me to protect the people who don't want to be personally responsible themselves. The best advice was given at the beginning of this pandemic. Wash your hands don't touch your face and shelter in place. Not many people followed the simplest steps and instead went out to protest and congregate at Walmart thus spreading the virus. Masks do protect you but only about 3% effective. For those who feel the need to "protect" others, remember that there are way more people who don't want your protection and won't be doing anything for you either. If you want to stand up for something, it would be far better to promote personal responsibility. Everyone take care of yourself and instead of being a mask bully be a personal responsibility advocate. Wash your hands, don't touch your face, shelter in place as often as possible. If you have to go out, practice social distancing. If these things are not practiced they will never be a habit and no matter what you wear on your face will make a difference. People have been wearing masks for months now and the case numbers are going through the roof so it's obvious that isn't the right approach. The only mandate that works is shelter in place. Unfortunately, we are all going to have to realize that we as humans can only take so much of that before we fight against it. This isn't going away so either we learn how to be personally responsible for ourselves as a whole or accept the fact that people are going to die. Mandating will only lead to more division within a free society. Just look at us now.

Sincerely,

Albert Charbonneau  
1026 Whitlow Blvd  
Summerville, SC 29483  
Alfu2u21067@aol.com

NOT IN TOWN

**Messervy, Beth**

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**From:** Donna Klim <dklim418@gmail.com>  
**Sent:** Thursday, July 9, 2020 6:38 AM  
**To:** publiccomments  
**Subject:** Masks

Donna Klim  
317 Damascus Drive  
Summerville, SC 29483

As a tax paying citizen of Dorchester County, I am totally against this mandatory mask ruling. It should be our choice and I believe the good people of Dorchester County will use common sense when it is necessary to wear a mask.

For me, it causes great anxiety due to being assaulted at the young age of 14. The criminal had put their hand over my mouth and that is exactly how I feel when required to wear a mask - I can't breathe! As a healthy adult, I know enough to maintain my distance from others, wash my hands and don't touch my face.

Thank you.  
Donna Klim

**From:** Kat Berry <katherine.berry2011@gmail.com>  
**Sent:** Thursday, July 9, 2020 1:37 PM  
**To:** publiccomments  
**Subject:** Carseat Class Cancelation

My name is Katherine Berry. My address is 220 Eagle Creek Dr, Summerville, SC 29486.

As a mother of a child in a carseat, canceling carseat classes is a huge disservice to the children and parents in our community. Accidents (car crash, drownings, etc) are the number 1 cause of death in children in the United States. Children are more likely to be in a car accident on the way to their carseat class than to contract covid at the said class. I am the lead Coordinator for the Mothers of Preschoolers group in Moncks Corner. There are several MOPS groups in the area who can back me up when I say Moms need carseat installation classes for the safety of their children. Our group has had several discussions on carseat safety and we even pass out lists with professional carseat check locations, which include the Summerville Fire Station location. Cancel Culture should not interfere with the health, safety, and wellbeing of our children in this life and death decision to cancel carseat classes. Thank you.

NOT IN TOWN

**Messervy, Beth**

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**From:** Amanda Powell <jewelry4cause@comcast.net>  
**Sent:** Thursday, July 9, 2020 2:59 PM  
**To:** publiccomments  
**Subject:** Summerville mask mandate

**Categories:** Orange Category

Dear Summerville Board and whom it my concern,  
I am against mandates. They are against the Constitution! Even though I wear a mask in crowded places right now, I can't wear one for more than 30 minutes at one time without chest pain. I remove the mask when looking at stuff on shelves in the grocery store, as long as no one is close to me. I will wear it walking around. My daughter can't wear them at all due to asthma and she can't breathe with it. We live in Goose Creek so I will not be coming to Summerville to spend money any time in the near future if you do this mandate. I am aware of the mask mandate in Goose Creek as well and am fighting it here. The bottom line is that if you want to wear a mask, then do it. If your mask works, no one else needs to wear one! The government or city isn't responsible for my family's health. That's why we are taking extreme precautions and quarantining most of the time! It is unconstitutional to force anyone to do any healthcare, including wearing masks. Please consider not making mask mandates. Once freedom is gone, it's gone forever. Plus, the virus is so small in particle size that masks don't help much.

Our Best,  
Amanda Powell,  
(843) 797-7356

NOT IN TOWN

**Messervy, Beth**

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**From:** rayhill002 <rayhill002@aol.com>  
**Sent:** Thursday, July 9, 2020 4:23 PM  
**To:** publiccomments  
**Subject:** FW: NO MASKS

Sent from my T-Mobile 5G Device

----- Original message -----

**From:** rayhill002 <rayhill002@aol.com>  
**Date:** 7/9/20 4:15 PM (GMT-05:00)  
**To:** publiccomme.ts@summervillesc.gov  
**Subject:** NO MASKS

If it's my right to choose whether or not to kill an innocent unborn baby and accept vaccines, then surely it is my right to choose whether or not to put a mask on my face. MY BODY MY CHOICE!

Michelene Hill  
216 Knightsbridge Drive  
Dorchester County

Sent from my T-Mobile 5G Device

NOT IN TOWN

**Messervy, Beth**

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**From:** Kimberly Hewitt <kkhewi@gmail.com>  
**Sent:** Thursday, July 9, 2020 3:28 PM  
**To:** publiccomments  
**Subject:** Mask ordinance

**Categories:** Orange Category

Kimberly Hewitt  
156 Oakbluff Rd  
Mask ordinance

I would like to thank the town of Summerville for enacting the mask ordinance. There is good science behind masking and reducing the spread of Covid-19. I would encourage the council to extend the ordinance beyond today's date - for another 30 days at least. It is imperative to continue implementing such measures to reduce the spread of Covid so that our local businesses have the best chance at staying open and to help keep our essential workers as safe as possible given the circumstances. For those worried about the impact on personal freedoms, please be reminded that the Supreme Court has ruled repeatedly that such powers are given to local governments to enact such ordinances when it comes to public health, particularly during a pandemic. A mask ordinance extension is one of the most effective ways for Summerville to be part of the solution and not contribute further to the problem of Covid-19.

Thank you for your time.

Sent from my iPhone

NOT IN TOWN

**Messervy, Beth**

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**From:** Jen Labrecque <bissonjl2@aol.com>  
**Sent:** Thursday, July 9, 2020 3:53 PM  
**To:** publiccomments  
**Subject:** Mask mandates

My name is Jennifer labrecque. I live on Arlington drive in Charleston. I cannot be at the meeting today but I'd like to add my comments. As a small business owner in Charleston, I now have to force my customers and staff to wear masks for the entire time they're at work. One of my employees has severe asthma. She wrote to her doctor to see if he'd write her a note. He responded that while he agrees the masks are not good for a person's health, in this political environment he is not willing to sign his name saying that. The science isn't clear, and there are always exceptions. But this doctor is right. In this environment they are not able to do their job for fear of backlash and ruining their reputation, simply for disagreeing with the agenda. Please lift this mandate and let the people have the choice to decide if they can, should or will wear a mask. Please keep this choice available. Thank you

Sent from my iPhone

NO ADDRESSES

Messervy, Beth

**From:** kristie sussman <kristiesgirls@gmail.com>  
**Sent:** Thursday, July 9, 2020 7:55 AM  
**To:** publiccomments  
**Cc:** Ricky Waring  
**Subject:** Mask mandate

Dear Council,

I am writing to ask you to reconsider your decision for mask mandate. We all understand there are grave concerns concerning COVID-19. We all understand practical cautions must be taken, especially for those at risk.

There is no conclusive evidence to indicate mandating the use of masks will prevent the spread of this virus. Case studies for the similar influenza virus have all been inconclusive.

In fact, the use, and reuse of masks in public are likely to spread and germinate various other diseases and illness.

If you intend to force healthy people to wear masks in public, it is your responsibility to prove that this is absolutely necessary and helpful.

The most recent research indicates the average mask is very unlikely to prevent the smaller virus molecules from getting through and yet we will continue to breathe moist, warm air on all of the virus and bacteria we inadvertently transfer to our masks while taking them on and off and adjusting them.

Please do not allow cultural fears or pressures to affect your decisions, but logic, fact-based evidence and sound reasoning.

Masks should be a recommendation, an individual decision, not something you force on people. Thank you for your time and efforts to work toward the best interest of our community.

Sincerely,  
Kristie Sussman

*emailed for address*

*↳ Address :*

**Messervy, Beth**

---

NO ADDRESS

**From:** Misty Jones <miwj1980@gmail.com>  
**Sent:** Thursday, July 9, 2020 1:59 PM  
**To:** publiccomments  
**Subject:** Mask comment

If "my body, my choice" is your anti-mask argument, then you are pro-choice. 100%.

Misty Jones

*Asked for address.*

Messervy, Beth

NO ADDRESS

**From:** Mel Brown <melb08171976@gmail.com>  
**Sent:** Thursday, July 9, 2020 9:14 AM  
**To:** publiccomments  
**Subject:** Masks

I oppose the mandatory mask mandate. Masks should not be mandatory, it should be voluntary. They haven't been proven by science to be effective. They cause more harm to the wearer than good. Please reconsider the mandatory mask mandate. The United States is based on personal choice and freedom. This is not freedom.

Thank You,  
Melanie Brown

*emailed for address.*

*L → Address*

NO ADDRESS

**Messervy, Beth**

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**From:** Erica Malachowski <erica@lowcountrychiro.com>  
**Sent:** Thursday, July 9, 2020 4:25 PM  
**To:** publiccomments  
**Subject:** Mask ordinance public comment

Good afternoon,

My name is Erica Malachowski and my husband and I have lived in Summerville since 2009. We operate and own a successful business in this beautiful town. As is written I believe this ordinance was rushed, is barely enforceable, is inconsistent and very confusing to the general public and business owners.

Furthermore there is limited evidence that suggests the efficacy of surgical and fabric masks in the prevention of corona virus. In addition to this its borderline unethical to expect someone with a medical condition to have to continually repeat that they have a medical condition that prohibits them from wearing a mask. Some medical conditions are extremely personal. Panic attacks and past experiences of sexual trauma are two examples why someone cannot comply with wearing a mask. Someone struggling in this area relives a great amount of stress having to justify to every store owner why they cannot wear a mask, even if they just simply say "I cannot wear a mask for medical reasons."

Admittedly, I do not know the answer to this complex problem but enforcing masks I do not think is a step in the right direction.

Erica Malachowski, RN, BSN-BC, BA  
609-670-4436

NO ADDRESS

**Messervy, Beth**

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**From:** Christine Rice <klikthis@aol.com>  
**Sent:** Thursday, July 9, 2020 3:33 PM  
**To:** publiccomments  
**Subject:** masks

**Categories:** Orange Category

Please do not discontinue the mask ordinance here in Summerville. Our numbers are going up at an alarming rate and doing this would be deadly to all of the residents here. Offices and businesses will close and our economy will spiral down.

Vote to keep this in place! Our lives are in your hands.

Sent from my iPhone

NO ADDRESS

**Messervy, Beth**

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**From:** Michelle Capps <ellerene61373@gmail.com>  
**Sent:** Thursday, July 9, 2020 3:33 PM  
**To:** publiccomments  
**Subject:** Face Masks

Hello,

My name is Michelle Capps. I am a local business owner to the area.

I do not agree or support a face mask mandate due solely to the fact that it is dangerous to our health. Masks do not have enough PROVEN evidence that it prevents the spread of the virus. It does however have lot of evidence proving that it reduces oxygen intake, increases toxin inhalation, it also prevents us from coming into contact with naturally occurring elements, particles, debris, germs, bacteria, viruses, ect, which is does not support a healthy immune system. I believe the best way we can beat this is by strengthening our immune systems not weakening them.

NO ADDRESS

**Messervy, Beth**

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**From:** Jen Foster <jennifer\_loves\_tyson@hotmail.com>  
**Sent:** Thursday, July 9, 2020 3:34 PM  
**To:** publiccomments  
**Subject:** No mask-please.

Please let families make their own decisions. You don't love our families more than we do, please let us decide.  
Thank you for listening. Praying for wise decisions.

NO ADDRESS

**Messervy, Beth**

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**From:** Elizabeth Terry <elizabethterry81@gmail.com>  
**Sent:** Thursday, July 9, 2020 3:46 PM  
**To:** publiccomments  
**Subject:** No masks please

Please allow families to decide if they want to wear masks. It should NOT be mandated.

NO ADDRESS

**Messervy, Beth**

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**From:** Amy McClennen <abm3020@yahoo.com>  
**Sent:** Thursday, July 9, 2020 4:01 PM  
**To:** publiccomments  
**Subject:** No masks!

Students should not be required to wear masks!

[Sent from Yahoo Mail on Android](#)



**TOWN OF SUMMerville PARKS & RECREATION DEPARTMENT**

*"Creating Sense of Place Through Parks & Play"*

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**TO:** Beth Messervy, Town Clerk

**CC:** Rebecca Vance, Town Administrator

**FROM:** Amy Evans, Parks & Recreation Director

**DATE:** August 5, 2020

**RE:** Parks & Recreation Committee Agenda Items – August 2020 Meeting

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- 1) Outdoor Rental Pavilions Proposal
  - Staff proposes to rent two outdoor pavilions at Gahagan Park. This will meet a public demand for outdoor rental spaces for parties, reunions, and other events.
  - Staff proposes that we rent these for \$75 for residents and \$150 for non-residents.
  - When not rented, these pavilions will remain first come, first serve. There are alternate options that will remain available on a first come, first serve basis for the public.
- 2) Other business, as necessary.

Sincerely,

Amy Evans  
Parks & Recreation Director  
Town of Summerville

**PLANNING AND DEVELOPMENT COMMITTEE**

**REPORT** for  
July 9, 2020  
5:30 PM  
Virtual Meeting

The Planning and Development Committee of Town Council met on July 9, 2020 at 5:30 PM. The meeting was held virtually. 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 5:30 PM by Mr. McIntosh.

**UDO Amendments:**

Ms. Shuler introduced the proposed amendments to 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. Mr. McIntosh asked for confirmation that these amendments were more of those that addressed minor technical issues in the UDO. Ms. Shuler confirmed that these were again either minor fixes that were discovered with the implementation of the UDO, or language that was inadvertently left out of the UDO. Councilman Brown asked how many more amendments should be expected, and Ms. Shuler explained that staff had anticipated that there would be a number of minor amendments the first few years following adoption, as that is what they had seen with other jurisdictions that overhauled their ordinances. Following the discussion, Mr. Jackson made a motion to send the amendments 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.

Following no additional business or discussion, the meeting was adjourned at 5:34 PM on a motion by Mr. Jenkins, and a second by Mr. Jackson.

Respectfully submitted,



Jessi Shuler, AICP  
Director of Planning

July 14, 2020

Mayor  
Ricky Waring

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

### MINUTES -- PUBLIC WORKS COMMITTEE MEETING July 9, 2020

The meeting was called to order at 5:35pm 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) Public Works Project Updates
  - a. Road Resurfacing.

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		

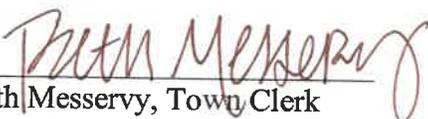
Elizabeth Street	Tea Farm
Pekoe Court	Tea Farm
Lipton Drive	Tea Farm
Egret Lane	Oak Knoll
Duck Blind Court	Boykin Creek

- b) **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 has finished paving all roads on the contract. The contractor will address punch list items and applying pavement markings next. There may be some savings in the contract. If there is a significant savings, staff will identify additional roads to add to the contract to spend all funds.
- c) **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, 2019. Construction is expected to be completed in September 2020. The project is 73.4% completed.
- d) **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.
- e) **Cedar Street Extension.** Cedar Street Extension is in the preliminary design and permitting phase. Survey, environmental and preliminary design 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 7 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. Construction is essentially complete, except for punch list items.
- 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 includes holding a public information meeting for the public to submit comments. With the current pandemic, staff posted the plans on the Town's website and accepted public comments on the project for two weeks. Most comments were supportive of the project. Final design phase of the project will now begin.

- 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 work has begun.
- j) **Lee Street Sidewalk Project.** The Town recently went into a design contract with a consultant to begin design on this sidewalk project. Survey work has begun.
- k) **North Hickory Street Sidewalk.** Design is nearly completed and will be submitted for permitting in the next seven 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, June 9. Building the model of the basin has begun. Preliminary results were received June 19. Final results and solutions are expected in August.

There being no further business, the meeting was adjourned at 5:40pm.

Respectfully submitted,

  
Beth Messervy, Town Clerk

**TOWN OF SUMMERSVILLE  
FINANCE COMMITTEE REPORT  
July 9, 2020**

The Finance Committee met on Thursday, July 9, 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. The meeting was held virtually by Zoom and livestreamed on the Town's website.

<b>Welcome</b>	Mayor Waring welcomed everyone and called the meeting to order at 5:41pm
<b>Presentation of Financial Report</b>	Andrew Shelton presented the June 2020 financial report. The report was accepted as information.
<b>Authorizations</b>	<p>Mr. Jenkins made a motion, seconded by Ms. Garten-Schmidt, to authorize the Police Department to present Lieutenant Richard Peeples his Glock model 45 upon his retirement. The motion carried unanimously.</p> <p>Ms. Garten-Schmidt made a motion, seconded by Mr. Jenkins, to authorize the Town Administrator to enter into a contract renewal with Windstream Communications for the Town Hall, Annex, Maintenance, and Streets Department's phone system to include equipment and technological upgrades. The motion carried unanimously .</p>
<b>Financial Requisitions</b>	<p>Mr. Bailey made a motion, seconded by Mr. Jackson, to approve a purchase order to Wade Ford in the amount of \$171,942.84 for 4 Ford Police Interceptor Utility vehicles with upfit. Funds to come from Fund Balance. Request from the Police Department. The motion carried unanimously.</p> <p>Mr. Jackson made a motion, seconded by Mr. McIntosh, to issue a purchase order to OC Welch Ford in the amount of \$42,250.92 for 1 Ford Police Interceptor Utility vehicle with upfit. Funds to come from fund balance. Request from the Police Department. The motion carried unanimously.</p>
<b>Adjourn</b>	Mr. Jenkins made a motion, seconded by Mr. Bailey, to adjourn. The motion carried unanimously, and the meeting adjourned at 5:48ppm.

Respectfully submitted,

  
Beth Messervy  
Town Clerk

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  
COUNCIL RETREAT - MINUTES  
July 16, 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 live streamed on the Town's website. The meeting was held at the Lake House Conference Center at Middleton Plantation.

**CALL TO ORDER**

Mayor Ricky Waring called the Special Called Council meeting to order at 9:05am on Thursday, July 16, 2020.

**FIVE POINTS ROUNDABOUT UPDATE**

Russ Cornette presented the preliminary plans for 4 options for a roundabout at Five Points intersection. He answered questions from Council regarding the project, as well as how it ties into the West Carolina Avenue speeding issue. Council agreed to put the Five Points Roundabout topic on the agenda for the August Council meeting for full discussion with Council.

Mr. Cornette then addressed the bump outs on West Carolina Avenue that were installed to slow the speed of traffic. The Mayor and several Councilmembers stated that they received multiple calls and emails from citizens that are against the bump out design. Council approved staff to realign the intersections, do a median with striping, and to install a stop sign (2) on West Carolina Avenue at 2<sup>nd</sup> Street. The West Carolina traffic calming topic was added to the Public Works meeting agenda.

**GOALS FOR MEETING**

Town Administrator Rebecca Vance gave a brief outline of the meeting. The Mayor and each Councilmember took a turn introducing themselves and stating a goal that he or she wished to accomplish being on Council.

### **IDENTIFYING OPPORTUNITIES AND THREATS**

The Mayor and each Councilmember submitted two opportunities for and two threats against the Town. Ms. Vance compiled the answers and reported the shared thoughts. Some discussion followed regarding communication between staff and Council.

*Council recessed at 12:30pm for lunch. They reconvened at 1:13pm.*

### **DISCUSSION OF TOWN FINANCES**

Ms. Vance gave a brief overview of the Town's financial situation, including expenditures from the General Fund Balance, the current mill value, and the debt limit. Some discussion followed.

With the Town switching to a fiscal year budget, Ms. Vance presented her ideas for the budgeting process for the upcoming 6 month budget and the next 12 month budget. She suggested that Council have a budget retreat. Some discussion followed.

### **DISCUSSION OF MASTER FACILITIES PLAN**

Council discussed the possible location of the Court, Police, and Fire Departments.

### **DISCUSSION OF ECONOMIC DEVELOPMENT**

Council expressed their desire to be more involved in the economic development planning process. Some discussion followed regarding a downtown redevelopment plan to focus on the properties on the north side of the railroad tracks. Council briefly discussed economic incentives. Additional discussion followed regarding the Summerville Redevelopment Corporation.

### **DISCUSSION OF COMPREHENSIVE PLAN**

Mr. Jenkins stated that the comprehensive plan should read as more of a recommendation instead Council discussed adding a paragraph to the beginning of the comprehensive plan explaining that the contents are recommendations rather than mandates. Ms. Vance explained the two important parts of the comprehensive plan: the action items and the future land use map. Some discussion followed.

### **REVIEW OF ORDINANCES**

Mr. Jenkins expressed his concern with the ordinance limiting Council's interaction with staff. Some discussion followed.

### **DISCUSSION OF STANDING COMMITTEE AND COUNCIL MEETINGS**

Council agreed to keep the Standing Committee meetings on the same night as Council meetings as long as the meetings were being held electronically via Zoom. Some discussion followed regarding how the Standing Committees should meet throughout the month.

### **DISCUSSION OF AMENDMENTS TO PUD**

Council discussed the duty to enforce the restrictions of a PUD.

July 16, 2020  
Page 3

**EXECUTIVE SESSION**

Council did not hold an Executive Session during the meeting. All items were moved to the August Council meeting.

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**  
**August 6, 2020**

**ATTENDANCE**

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

**CALL TO ORDER**

Mayor Ricky Waring called the Special Called Council meeting to order at 5:00pm on Thursday, August 6, 2020.

**PRESENTATION:**

Keene McLaughlin with ESP Associates presented two preliminary concepts for the Oakbrook Ashley River Preserve site. He explained the features of both concepts, showing an overhead view for reference. Mr. McLaughlin then showed a comparison chart of Concept A versus Concept B.

Mr. McLaughlin took questions from Council regarding the preliminary plan concepts. The majority of Council were in favor of Concept A, with some options from Concept B mixed in. Mr. McLaughlin stated that the construction would be a phased approach. He also stated that he would take Council's feedback and create a proposed Master Plan.

**ADJOURN:**

There being no further business, Mayor Waring adjourned the meeting at 6:04pm.

Respectfully submitted:

APPROVED:

\_\_\_\_\_  
Beth Messervy, Town Clerk

\_\_\_\_\_  
Ricky Waring, Mayor

Dear Mayor Waring and Town Councilmen,

I would like to send my sincere thanks for the service provided by the emergency response team that responded to my call on the morning of July 1, 2020. Dorchester County EMS, Summerville, Police, Summerville Fire Department and the Coroner's office responded.

My father died that morning so we were confused and upset. The individuals who came to our assistance were remarkable. I am sure they are confronted with danger and risk to their own health, more so now than ever, yet they were calm and comforting, making our care their top priority. They took as much time as we needed and helped us process what was happening.

I am grateful to these individuals and our local leadership for providing this high quality in emergency services.

Sincerely,

Beth Seago Sabine

Beth Seago Sabine



# Summerville Orchestra

Wojciech Milewski, Music Director

## BOARD OF DIRECTORS

DEAN GLACE  
CHAIRMAN

RICH MILLER  
VICE CHAIRMAN

DIANE RODWELL  
SECRETARY

SARAH TEUSCHER  
TREASURER

ANDREW PRICE  
MUSICIANS PRESIDENT

RICHARD KETCHAM

ANDY KREEK

PAUL LASSANSKE

KEN SMITH

## STAFF

NAOMI CHAITKIN NIMMO  
EXECUTIVE DIRECTOR

JANYCE HURSEY  
OFFICE MANAGER

August 3, 2020

Mayor Richard Waring  
Town of Summerville  
200 South Main Street  
Summerville, SC 29483

Dear Mayor Waring:

*Thank You* to the State Accommodations Tax Fund Committee, the Summerville Town Council and you for enhancing the musical excellence of the Summerville Orchestra with the State Accommodations Tax Fund generous donation of \$35,100.00. Per the grant, \$22,500.00 will be used for tourism marketing of our outreach programs and \$12,600.00 will be used for our free 9/11/Concert of Hope.

Your support is greatly appreciated and makes our orchestra possible; we couldn't do it without you.

On behalf of Wojciech, the musicians, and the Board of Directors, I send my deepest gratitude.

Yours very truly,

Naomi Chaitkin Nimmo  
Executive Director

P.O. Box 2686, Summerville, SC 29484 • (843) 873-5339  
office@summervilleorchestra.org • www.summervilleorchestra.org

Summerville Orchestra is a 501(c)(3) tax-exempt organization  
Federal ID #55-0850796

No gifts or services were given in exchange for your donation. Your donation is tax-deductible within the limits of the law.

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 0.88 acres owned by Melissa and Clinton Avery located 411 Golf Road and known as Dorchester TMS# 144-04-13-013 be rezoned to the classification of N-R, "Neighborhood Residential" from the classification of GR-2 "General Residential."

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

Ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

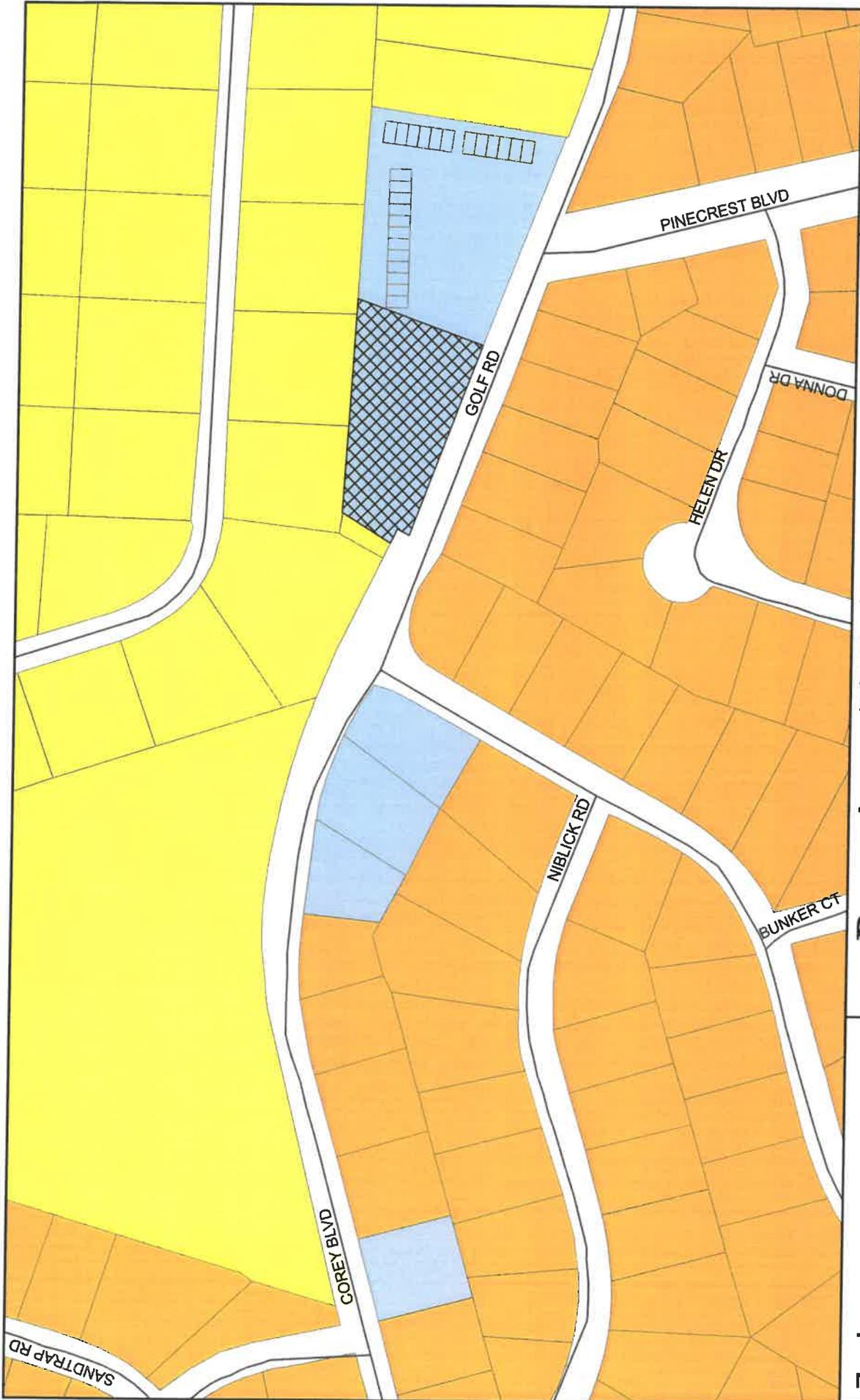
\_\_\_\_\_  
Ricky Waring, Mayor

\_\_\_\_\_  
Beth Messervy, Town Clerk

PUBLIC HEARING: July 20, 2020

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_



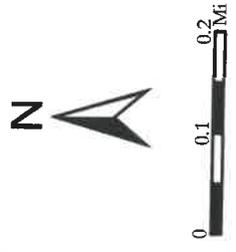
- Zoning**
- GR-2
  - GR-5
  - N-R
  - Rezoning Request

# Rezoning - TMS# 144-04-13-013

## 411 Golf Road

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 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: July 9, 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

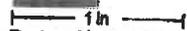
FIRST READING: June 13, 2019

SECOND READING:

# Berkeley County GIS Online Mapping



1 inch = 2,000 feet



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:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<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: \_\_\_\_\_



## **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]

**ORDINANCE**

**AN ORDINANCE TO LEASE 100 WEST RICHARDSON AVENUE, SUITE D TO PATRICIA RICHARDSON**

**WHEREAS**, the Town of Summerville is seized in fee simple absolute certain real property known as 100 West Richardson Avenue, Suite D; and

**WHEREAS**, Robert Pratt of Pratt and Company is acting as the Town's agent for securing a lease to the above described premises, collecting monthly lease payments and servicing the lease according to the terms and conditions contained in the proposed lease; and

**WHEREAS**, Patricia Richardson is desirous of leasing said premises and the Town is willing to lease the same for a period of five (5) years for a base monthly lease payment of One thousand, five hundred, seventy-six and 52/100 dollars (\$1,576.52) with annual increases on each anniversary date thereafter as reflected in the proposed lease,

**NOW THEREFORE**, be it ordained by Summerville Town Council in Council duly assembled that:

1. The above introduction and recitals hereinabove are hereby incorporated into this ordinance to the same extent as if set out verbatim.
2. The Mayor or Town Administrator is hereby authorized to execute the proposed lease of the Town property herein above described to Pamela Richardson with such minor changes as may be necessary, and

**IT IS SO ORDAINED,**

This 13<sup>th</sup> Day of August, 2020

\_\_\_\_\_  
Richard G. Waring, Mayor

Attest:

\_\_\_\_\_  
Beth Messervy, Town Clerk

**COMMERCIAL LEASE AND DEPOSIT RECEIPT**

TENANT: PATRICIA RICHARDSON	TERM: FIVE (5) YEARS
DATE SIGNED:	INITIAL MONTHLY RENT: \$1,400.00 + \$176.52 CAM
EFFECTIVE DATE: OCTOBER 1, 2020	EXPIRATION DATE: SEPTEMBER 30, 2025

RECEIVED FROM PATRICIA RICHARDSON, hereinafter referred to as Tenant, the sum of THREE THOUSAND ONE HUNDRED FIFTY THREE and 04/100 DOLLARS (\$3,153.04), evidenced by check, as rent which, shall be applied as follows:

	<u>RECEIVED</u>	<u>PAYABLE PRIOR OCCUPANCY</u>
Rent for the period from <u>10/1/20 - 10/31/20</u>	\$ <u>1,576.52</u>	\$ _____
Last month's rental.....	\$ _____	\$ _____
Security deposit.....	\$ <u>1,576.52</u>	\$ _____
Key deposit.....	\$ _____	\$ _____
Cleaning charge.....	\$ _____	\$ _____
Other.....	\$ _____	\$ _____
<b>TOTAL.....</b>	<b>\$ <u>3,153.04</u></b>	\$ _____

STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON THIS COMMERCIAL LEASE AND DEPOSIT RECEIPT (hereinafter referred to as the "Lease") entered into this      Day of July 2020, between PATRICIA RICHARDSON, hereinafter referred to as Tenant, and THE TOWN OF SUMMERVILLE, hereinafter referred to as Landlord.

**WITNESSETH:**

1. **PREMISES.** That Landlord, in consideration of rents, covenants and conditions mentioned herein, to be paid, kept, performed and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby lease from Landlord the premises known as:

100 W. Richardson Avenue, Suite D  
Summerville, SC 29483

Being a suite containing approximately 900 square feet within a multi-tenant building

(hereinafter referred to as the "Leased Premises"). If there is any dispute, past, present or future, over the square footage of the Leased Premises, the monthly rent shall control.

2. **TERM.** To have and to hold said Leased Premises for the term of Five (5) Years, beginning October 1, 2020 and ending September 30, 2025 (hereinafter referred to as the "Lease Term").

3. **RENT.** Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:

(A) **MONTHLY BASE RENTAL.** Tenant shall pay a Monthly Base Rental to Landlord for each calendar

month during the term of this Lease or any renewal thereof, in advance on or before the first day of each succeeding month. The amount of the Monthly Base Rental for the initial of this Lease shall be ONE THOUSAND FIVE HUNDRED SEVENTY SIX and 52/100 DOLLARS (\$1,576.52). The Monthly Base Rental for the first month of the term of this Lease shall be paid at the date of the execution hereof. If the Effective Date of this Lease be other than the first day of the calendar month, such first rental payment shall be prorated for the period between the Effective Date of this Lease and the first day of the following month. Monthly Base Rental shall increase as follows:

Year 1, October 1, 2020 – September 30, 2021, Monthly Base Rental shall be \$1,576.52  
Year 2, October 1, 2021 – September 30, 2022, Monthly Base Rental shall be \$1,608.05  
Year 3, October 1, 2022 – September 30, 2023, Monthly Base Rental shall be \$1,640.21  
Year 4, October 1, 2023 – September 30, 2024, Monthly Base Rental shall be \$1,673.01  
Year 5, October 1, 2024 – September 30, 2025, Monthly Base Rental shall be \$1,706.47

In addition to the monthly base rent, Tenant shall pay to Landlord with the rent on the first day of each month, a CAM fee of \$176.52 per month. This CAM fee will be used toward insurance, and common area maintenance for the subject property. The CAM fee will be reviewed annually and adjusted according to the actual insurance bills and cost of common area maintenance. Tenant will be billed annually for any underpayment of the CAM fee. However, Landlord's failure to provide such CAM cost statement by January 31 of each year shall in no way excuse Tenant from its obligation to pay its pro rata share of CAM costs or constitute a waiver of Landlord's right to bill and collect such pro rata share of CAM costs from Tenant in accordance with this clause. Tenant agrees to pay any bills received from Landlord within twenty days of the billing date. Additionally, should Tenant overpay the CAM charges, Landlord will reimburse any amounts due to Tenant. Landlord reserves the right to adjust the CAM fee as needed so that the Tenant does not have a large deficit at the end of the year.

(B) **ADDITIONAL CHARGES.** Any charges due Landlord by Tenant, including but not limited to damage to premises, legal fees, cost of default by remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etcetera or for work done on the Leased Premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable) and shall be included in any lien for rent. In the event any documentary stamp tax, or tax levied on rental or leasing of the Leased Premises is required, the cost shall be paid by the Tenant upon demand. The cost of a credit report on the Tenant, which may be requested at the Landlord's option, shall be paid by the Tenant.

(C) **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to Tenant's account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, legal fees, and other fees owed by Tenant; second to maintenance and repair costs chargeable to Tenant; third to outstanding utility bills that are Tenant's responsibility; fourth to deposits or portions thereof due from Tenant; and fifth to rent.

(D) **PAYMENT OF RENTALS.** The obligations of the Tenant to make the payments required in this Lease, and to perform and observe other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Landlord. Any monies paid or expenses incurred by Landlord to correct violations of any of the Tenant's obligations in this Lease becomes due with the next installment of Monthly Base Rental due after receipt of such additional rental notice from Landlord.

4. **SECURITY DEPOSIT.** Any Security Deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants, and conditions herein. Landlord may at any time apply said deposit or any part thereof against default by Tenant of any of the terms, covenants and conditions of this Lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full amount of the deposit on hand at all times during the terms

of this Lease. If Tenant is in default under the terms of this Lease more than three (3) times within any twelve (12) month period, irrespective of whether or not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to two months' Monthly Base Rental at the rental rate at the time of the third default. Said additional Security Deposit shall be held by Landlord or its Agent until the Tenant has vacated the Leased Premises. Said additional Security Deposit may be used to cure any default by Tenant or for repairs to the Leased Premises upon Tenant's vacating of the Leased Premises. Upon the expiration of this Lease the Tenant shall surrender possession of the Leased Premises as required in paragraph 24 herein. Landlord is given permission to deduct from said Security Deposit the cost of any unusual cleaning or repairs to the Leased Premises upon vacating of Tenant. The Security Deposit is not a part of the rental and subsequently cannot be deducted from the rent due for the last month of this tenancy. The Security Deposit or any remaining portion will be returned within 60 days after the termination of this tenancy or completion of the repairs necessitated by Tenant's misuse of the Leased Premises. In the event the Security Deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or the Agent.

5. TENANT'S UTILITIES. Tenant shall pay all charges for use of electric, water and sewer, cable/internet services, janitorial and pest control services to the Leased Premises, as well as all costs of scavenger services.

6. USE OF PREMISES. Tenant agrees to use the entire Leased Premises for a salon and retail storefront and for no other purposes. Pets, animals, or birds may not be kept on the Leased Premises without the Landlord's written permission. The Leased Premises may not be used for sleeping quarters or apartments, for games of chance or any form of gambling, immoral conduct or any other illegal activity. This shall include any and all of the following but shall not be limited to the same: adult arcade, adult book store or adult video store, adult cabaret, adult motel, adult motion picture theater, escort agency, nude model studio, sexual encounter center and introductory service.

7. EXAMINATION OF PREMISES. Tenant has examined the Leased Premises and is familiar with its present condition. Tenant, relying solely on said examination, agrees to accept the Leased Premises in its present condition except for specific items listed herein or itemized on attached check-in list which must be signed by both Landlord and Tenant.

8. DELAY OF POSSESSION. If Landlord is unable to deliver possession of Leased Premises on the Effective Date of this Lease, by reason of the holding over of a prior tenant or for any other reason, this Lease shall not be affected or impaired in any way and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The Effective Date of this Lease, however, shall not begin until the delivery of possession.

9. TENANT'S PARKING. The parking lot is not an extension of the Leased Premises being leased herein by Tenant, except for the parking of vehicles owned or operated by Tenant, Tenant's employees, or guests. Tenant shall not conduct any portion of its business in the parking lot, including storage of vehicles or other items. Parking is hereby limited, restricted or prohibited, as follows: None. Public street and garage parking.

10. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way restrict or invalidate any insurance coverage of the Leased Premises. Tenant agrees to pay upon demand as Additional Rent any increase in premiums of insurance carried by the Landlord on the Leased Premises resulting from the Tenant's use or occupancy. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public/general liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage: \$1,000,000.00. If for any reason Tenant's general liability insurance policy is cancelled and another policy is not obtained by Tenant and proof thereof provided to Landlord and/or Landlord's Agent, Landlord has the right to procure a general liability insurance policy in Tenant's name in the amount required by Landlord and shall bill Tenant for the cost of same. Tenant shall reimburse Landlord the cost of said liability insurance policy within fifteen (15) days of the billing date for said premium. **TENANT MAY NOT HAVE OCCUPANCY AND POSSESSION OF THE LEASED PREMISES UNTIL THE REQUIRED PROOF OF**

LIABILITY INSURANCE HAS BEEN PROVIDED TO LANDLORD IN PROPER FORM.

11. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain only the foundation, roof, outer walls and structural members of the Leased Premises. Tenant shall, at Tenant's sole expense, make all of the repairs necessary to maintain the Leased Premises, both interior and exterior, ordinary and extraordinary, including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks, keys, lights, ballasts, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant shall be responsible for all types of pest control. Tenant's responsibility to maintain the Leased Premises shall also include the servicing, repair, maintenance of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, furnaces, compressors and appliances. If replacement is deemed necessary due to Tenant's (or Tenant's guests, invitees or employees) neglect, then Tenant shall be responsible for the replacement of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, soil lines, or fixtures. If any part of the Leased Premises is damaged by the Tenant, or Tenant's employees, agents or invitees or by any breakage and entering of said Leased Premises, or by any attempt to break and enter the Leased Premises, Tenant shall provide Landlord with immediate written notification of all damages to the Leased Premises. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said Leased Premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within 10 days after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock, business or fixtures by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default of this Lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

Tenant agrees to enter into a biannual maintenance contract with a reputable, licensed HVAC contractor for regular servicing of the HVAC systems. Tenant agrees to change all HVAC filters quarterly. Tenant shall supply Landlord with a copy of the maintenance/service agreement at commencement and at any renewals thereof. If HVAC replacement is deemed necessary, and replacement is not deemed necessary due to Tenant's (or Tenant's guests, invitees or employees) neglect, then Landlord shall be responsible for the replacement of the HVAC. So long as the maintenance/service agreement is in place, Tenant shall be responsible only for the first TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per repair occurrence. The Landlord shall be responsible for the balance of each repair occurrence over and above \$250.00.

Landlord and/or Landlord's Agent(s) shall be held harmless for any reconfiguration of space in the Leased Premises (relocation or removal of walls, etc.) which would cause the HVAC system to not efficiently heat or cool the Leased Premises. Any redirecting of ductwork, vents, etc. in order to cause the HVAC to more efficiently heat or cool the Leased Premises shall be done at the expense of the Tenant.

12. REGULATIONS AND SANITATION. Tenant shall keep the Leased Premises clean, safe, sanitary and in compliance with laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around Leased Premises that are not included in common area maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the Leased Premises or adjacent public area by Tenant, Tenant's customers, or anyone else. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand, and nonpayment of which shall constitute default of the Lease. If Landlord determines it is necessary, Tenant shall employ a reputable pest extermination company at regular intervals at Tenant's expense.

13. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or rewiring in or to the Leased Premises without the prior written consent of the Landlord. All additions, or improvements to the Leased Premises including carpeting, tile, other floor covering, wall covering, ceiling tile, etcetera, made with or without the Landlord's written consent shall become part of the Leased Premises, and the property of the Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the Leased Premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the Leased Premises before the end of the Lease Term, or Renewal Term, if any, or shall become part of the Leased Premises and the property of the Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etcetera, which the weight or operation thereof would tend to injure or be detrimental to the Leased Premises or would unreasonably annoy or disturb other tenants.

14. ASSIGNMENT OR SUBLEASE. Tenant shall not, without prior written consent of the Landlord, in each case, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease, or sublet the Leased Premises or any part thereof, or permit the Leased Premises to be occupied by other persons. Such consent shall not be unreasonably withheld. If this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by any other person, firm, office or corporation with or without written permission of Landlord, it will not relieve the Tenant of any obligations under the terms of this Lease, and if sublet, assigned or occupied without the Landlord's permission, this Lease may, at the option of the Landlord, be terminated seven (7) days after Landlord gives Tenant written notice. In the event Tenant shall sublease the Leased Premises in accordance herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord monthly in advance as Additional Rent hereunder, one half of all such excess rent. Any proposed assignee that proposes to assume Tenant's obligations hereunder shall execute an assumption agreement satisfactory to Landlord before consent shall be given.

15. SIGNS OR AWNINGS. Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the Leased Premises except with the prior written consent of the Landlord. Any and all signs placed on the Leased Premises by Tenant shall be maintained at Tenant's expense in compliance with rules and regulations governing such signs. The Tenant shall be responsible to Landlord for any damages by installation, use, maintenance or removal of said signs. Any electrical service needed for signs shall be installed at the Tenant's expense.

16. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon Tenant's strict compliance with Tenant's obligations hereunder and no custom or practice of the parties of variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms of this Lease at a future time. The rights and remedies of Landlord created by this Lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

17. RULES AND REGULATIONS. Landlord reserves the right at any time to make further rules and regulations as in Landlord's judgement may be necessary for the safety, care, appearance, and cleanliness of the Leased Premises and the preservation of good order therein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

18. RIGHT OF ENTRY. Landlord without being liable for trespass or damages, shall have the right to enter the Leased Premises during reasonable hours to examine same or to make repairs, additions, or alterations as Landlord may deem necessary for the safety, comfort, appearance, or preservation thereof, or to exhibit said Leased Premises. Entry shall also be allowed to post "FOR RENT" notice, during the thirty days before the expiration of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease. In accordance with this right, Tenant shall give Landlord a key to any and all locks, security systems and burglar alarms. Tenant shall not change or install new locks or security systems without the prior written consent of the Landlord.

19. LIENS. Tenant shall not create any liens of labor or materials against Landlord's interest in the Leased Premises. All persons contracting with the Tenant for the erection, installation, alteration, repair or demolition of any part of the Leased Premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interests only in the Leased Premises to secure the payment of any bill for work done or material furnished during the Lease Term or any Renewal Term created by this Lease. In the event that liens are placed on record against the Leased Premises by contractors, mechanics, laborers, material suppliers, etcetera because of action by Tenant, it will constitute a default of this Lease.

20. DAMAGE OR DESTRUCTION OF PREMISES. If the Leased Premises are totally destroyed by fire or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Leased Premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of the Leased Premises has been lost to the Tenant. Landlord shall restore the Leased Premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence.

21. DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures and equipment placed or moved into the Leased Premises shall be at the risk of Tenant or the owners thereof, and Landlord shall not be liable for any damages, loss or theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

22. CONDEMNATION. If the whole of the Leased Premises, or such portion thereof as will make said Leased Premises unusable for the purpose herein leased, be condemned by any legally constituted authority, this Lease shall terminate on the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither the Tenant nor the Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the Leased Premises is acquired by condemnation as will leave the remaining premises, after alteration and repairs, in condition suitable for use by Tenant, the monthly rental payments from the day of such acquisition to the end of the original or any extended term of this Lease shall be reduced in proportion to the resulting loss of use of the Leased Premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs which shall be required, to restore the Leased Premises to a safe and usable condition.

23. INDEMNITY AND LIABILITY. The Tenant shall be solely responsible for and liable for any and all claims, damages, costs and expenses arising from the Tenant's use and occupancy of the Leased Premises or arising as a result of the Tenant's business conducted on the Leased Premises, whether directly or indirectly. The Tenant shall indemnify, defend, and hold harmless the Landlord from and against any and all losses, damages, demands, expenses, liabilities, claims, allegations, causes of action, prosecutions, lawsuits, matters of law or equity, debts or other obligations, including reasonable attorney's fees, and including, without limitation, causes of action for negligence, breach of warranty, negligent misrepresentation, personal injury, property damage, and/or conversion arising on or about or regarding the Leased Premises at any time or times during the Lease Term, or any extension thereof.

24. REVERSION. Tenant shall surrender to Landlord at the end of the Lease Term, or Renewal Term, if any, of this Lease or upon cancellation of this Lease, said Leased Premises broom clean and in as good condition as the Leased Premises were at the beginning of the Lease Term of this Lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, or Tenant will pay Landlord all damages that Landlord may suffer because of Tenant's failure to do so. Tenant will indemnify and save Landlord harmless from and against all claims made by any succeeding tenant of the Leased Premises against Landlord because of delay in delivering possession of the Leased Premises, so far as such delay is occasioned by failure of Tenant to so surrender the Leased Premises. The Security Deposit may be withheld as payment or partial payment of repairs or unusual

cleaning needed after Tenant vacates.

25. EFFECTIVE DATE OF LEASE. This Lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this Lease is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy to the submitting party.

26. NOTICES. Tenant hereby appoints as Tenant's agent to receive service of all notices required under this Lease as well as all dispossessory distraint notices, the person in charge of the Leased Premises or occupying the Leased Premises, at the time notice is delivered. If no person is in charge, or occupying said Leased Premises, the service of such notice may be made by attaching the same in the main entrance to said Leased Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from said Leased Premises.

27. BANKRUPTCY. If Tenant shall be adjudicated bankrupt or as insolvent or take the benefit of any Federal reorganization or make a general assignment or take the benefit of any insolvent law, or if a Trustee in bankruptcy or a receiver be appointed or elected for Tenant, under Federal or State Law, this Lease at the option of the Landlord shall expire and end seven (7) days after Landlord gives Tenant written notice UNLESS the Tenant's Trustee immediately cures any default of Tenant hereunder and provides (in compliance with Federal and State laws) adequate assurance of future performance of Tenant's obligations hereunder.

28. BEYOND LANDLORD'S CONTROL. None of the acts, promises, covenants, or obligations on the part of the Tenant to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay Monthly Base Rent, Additional Rent or other charges or payments shall be in any way waived, excused or affected by reason of the Landlord being unable at any time during the term of this Lease, to comply with the obligations on the part of the Landlord to be performed pursuant to this Lease, if the Landlord's inability or delay is caused by circumstances or events beyond the Landlord's control.

29. KEYS. Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of the Leased Premises to the Landlord upon termination or cancellation of this Lease and/or Tenant's vacating the Leased Premises. Failure to return the keys to the Leased Premises within forty-eight (48) hours of vacating the Leased Premises shall result in a \$10.00 per day charge for each day after the initial forty-eight (48) hours until the keys have been returned. Landlord shall have the right, if in the Landlord's sole judgment it is necessary, to require the Tenant at Tenant's expense to replace locks, and to supply Landlord with one key to the new locks. The Landlord shall retain a master key or pass key to the Leased Premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without prior written approval from the Landlord.

30. ESTOPPEL CERTIFICATES. Tenant shall from time to time, within ten (10) days following written notice from the Landlord, execute, acknowledge and deliver to the Landlord a written statement certifying that this Lease is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this Lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this Lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults of the Landlord which may have existed prior to the date of such notice.

31. PEACEFUL POSSESSION. Subject to the terms, covenants and conditions of this Lease, the Tenant shall have, hold, and enjoy possession of the Leased Premises, subject to the rights of the holders of any mortgage which now covers the Leased Premises or which may hereinafter be placed on the Leased Premises by Landlord. Tenant's rights are also subject to any underlying lease now or later covering the entire property of which the Leased Premises is part. Tenant shall execute any necessary lease subordination agreement at the Landlord's request.

32. DEFAULT/IF YOU DO NOT PAY YOUR RENT ON TIME. If Tenant fails to pay rent, including the Monthly Base Rental and Additional Rent, on or before the due dates as herein stated (TIME IS OF THE ESSENCE) this Lease shall be in default. THIS IS YOUR NOTICE. IF YOU DO NOT PAY YOUR RENT WITHIN FIFTEEN (15) DAYS OF THE DUE DATE, THE LANDLORD CAN START TO HAVE YOU EVICTED. YOU WILL GET NO OTHER NOTICE AS LONG AS YOU OCCUPY THE LEASED PREMISES. If Tenant shall be in default in performing any of the terms, covenants and conditions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within fourteen (14) consecutive calendar days after the receipt of written notice of default from Landlord; or if the Leased Premises shall be abandoned or deserted for fifteen (15) days, or if this Lease is assigned to any other person, firm, office or corporation, without the written permission of Landlord as required in paragraph 14 herein, this Lease at the Landlord's option shall expire and terminate fourteen (14) days after the Landlord delivers written notice to Tenant of such condition or default and Tenant shall immediately quit and surrender said Leased Premises to Landlord. In the event of any such default or breach of performance, the Landlord without any further notice or demand of any kind to the Tenant, may terminate this Lease and re-enter and forthwith repossess the entire Leased Premises and without being liable for trespass or damage shall re-let, lease or demise the Leased Premises to another tenant without any hindrance or prejudice to Landlord's right to distrain for any past due rent, Additional Rent, and rent from the time of such default or termination until the Leased Premises were leased or rented to another tenant.

33. ASSIGNMENT OF CHATTELS. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, equipment and chattels of Tenant which shall or may be brought or put on the Leased Premises as security for the payment of all rents due from Tenant, and Tenant agrees that said lien may be enforced by distraint or foreclosure at the election of the Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the Leased Premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

34. COMMENCEMENT OF ACTION. Any claim, demand, right or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereon, within six (6) months after the date of the inaction, omission, event or action that gave rise to such claim, demand, right or defense.

35. ATTORNEY'S FEE. In any legal action brought by either party to enforce the terms of this Lease or relating to the Leased Premises, whether based in contract or in tort, the prevailing party will be entitled to reasonable attorney's fees, costs, and expenses incurred in connection with that action.

36. AGENT. Tenant acknowledges that RE/MAX Pro Realty – Robert Pratt is the leasing agent (hereinafter referred to as "Agent") for the Landlord. Tenant shall pay all rent payable under this Lease to RE/MAX Pro Realty, 9209 University Blvd., Charleston, SC 29406. Phone: (843) 767-7777.

37. DEFINITIONS. "Landlord" as used in this Lease shall include the owner or owners of the Leased Premises and/or the aforementioned Agent, as well as the Landlord's heirs, representatives, assigns and successors in title to the Leased Premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this Lease shall be assigned or sublet, shall include also Tenant assignees or subleases, as to the portion of the Leased Premises covered by such assignment or sublease. "Agent" shall include partnership, entity or individual, as may fit the particular parties.

38. SPECIAL STIPULATIONS. Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control:

A. Rent is due on the first (1<sup>st</sup>) of the month and is considered late if not received by the Fifth (5<sup>th</sup>) of each month. A ten percent (10%) late charge shall be incurred for any rents received after the fifth (5<sup>th</sup>) of the month. See paragraph 4 for additional penalties which may be assessed due to failure to pay rent on time.

B. Robert Pratt of RE/MAX Pro Realty is the listing and leasing agent for this Lease and any renewals, expansions, or relocations thereof. Landlord to pay agent in accordance with listing agreement currently in effect. Agent Pratt represents the Landlord in this transaction. Should Tenant seek representation, another agent should be consulted.

C. NOTICES:

Landlord: Town of Summerville  
c/o RE/MAX Pro Realty  
9209 University Blvd.  
N. Charleston, SC 29406  
Phone: (843)-767-7777  
E-mail: [robert@robertpratt.com](mailto:robert@robertpratt.com)

Tenant: Patricia Richardson  
100 W. Richardson Ave., Suite D  
Summerville, SC 29483  
Phone:  
E-mail: [trishrichardson96@gmail.com](mailto:trishrichardson96@gmail.com)

Agent: RE/MAX Pro Realty  
ATTN: Robert Pratt  
9209 University Blvd.  
Charleston, SC 29406  
Phone: (843)-767-7777  
E-mail: [robert@robertpratt.com](mailto:robert@robertpratt.com)

D. Notwithstanding, anything contained herein to the contrary, Tenant shall take the Leased Premises in its "as is" condition.

E. Tenant shall be responsible for its portion of all solid waste user fees incurred as a result of any trash, scavenger or dumpster services, stormwater management fees or any other fees enacted and charged by any governmental authority from time to time.

F. Landlord shall make the following repairs to the leased premises, at Landlord's expense;

1. Smooth and prep interior walls to be in paint-ready condition
2. Have existing flooring taken down to bare concrete flooring throughout
3. Replace missing and/or damaged or stained ceiling tiles
4. Repair leak at back wall where water is intruding from adjoining restroom space

G. Tenant shall be granted access to the Leased Premises to being interior upfitting, upon execution of the Lease Agreement, Landlord's receipt of first months' rent, CAM and Security Deposit and certificate of liability insurance, at no charge.

39. EXTENSION BEYOND LEASE EXPIRATION. Unless thirty (30) days' written notice, as described herein, is given prior to the expiration of the Lease Term, or First Option Term, or Second Option Term, if any, of this Lease by the Landlord to the Tenant of Landlord's desire to have possession of the Leased Premises or like notice given by the Tenant to the Landlord of the Tenant's intention to vacate the Leased Premises after expiration of the Lease Term, or First Option Term, or Second Option Term, if any, of this Lease, then it is hereby agreed this Lease will be considered as extended and binding from the expiration of this Lease, subject to all

provisions hereof, as a tenancy from month-to-month which may be terminated on the last day of any calendar month by written notice of not less than thirty (30) days. The monthly base rental rate shall be at the monthly base rental rate at the end of the Lease Term, or First Option Term, or Second Option Term, if any, multiplied by a factor of 1.03 {i.e. an increase of the monthly base rental rate in the amount of Three percent (3%)}

40. AMERICAN DISABILITIES ACT. Both Tenant and Landlord have been advised that the American Disabilities Act guidelines, as it applies to the Leased Premises, may have provisions that affect public accommodations and employees of businesses located on the Leased Premises. Either party may obtain this information at: **American National Standard Institute, 1430 Broadway, New York, New York, 10018.**

41. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated, written agreement signed by both Landlord and Tenant. No surrender of the Leased Premises or of the remainder of the Lease Term of this Lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE IN THE LEASE.**

**THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS LEASE.**

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument the day and year first above written.

Tenant: PATRICIA RICHARDSON

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
Date: \_\_\_\_\_

Landlord: TOWN OF SUMMERVILLE

By: \_\_\_\_\_

WITNESS:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **AN EMERGENCY ORDINANCE**

### **TO RENEW ORDINANCE 20-0703 REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN RETAIL AND FOODSERVICE ESTABLISHMENTS, AND MATTERS RELATED THERETO**

**WHEREAS**, the dangerous and unsafe conditions created by the 2019 Novel Coronavirus (COVID-19) continue to affect the safety and wellbeing of the Town residents; and

**WHEREAS**, on July 9, 2020 Town Council enacted Emergency Ordinance 20-0703 requiring the wearing of face mask to assist in combatting the deadly disease known as COVID-19 which expired at 11:59pm on August 13, 2020; and

**WHEREAS**, the State and Town continue to experience a dramatic increase in the number of identified new COVID-19 cases, and as of August 5, 2020, the South Carolina Department of Health and Environmental Control (“DHEC”) is reporting that there have been 96,132 confirmed COVID-19 cases and 1,863 confirmed COVID-19 deaths in the State. In Dorchester there are 2,958 reported cases and 46 deaths; and

**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**, with increasing cases of COVID-19 cases 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 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 Summerville in chambers duly assembled that:

1. Ordinance 20-0703, including recitals and ordainments, are hereby renewed and incorporated herein to the same extent as if set out verbatim, with the exception of the expiration date.
2. This emergency Ordinance shall take effect at 12:00am on the 14th day of August, 2020 and shall expire at 11:59 pm on the 10<sup>th</sup> day of September, 2020 unless renewed or sooner terminated by Council, and

**IT IS SO ORDAINED!**

Date: \_\_\_\_\_

\_\_\_\_\_  
Beth Messervy, Town Clerk

\_\_\_\_\_  
Ricky Waring, Mayor

## 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.

**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 August 9, 2020, the South Carolina Department of Health and Environmental Control (“DHEC”) is reporting that there have been 100,431 confirmed COVID-19 cases and 1,966 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**, it is recognized the use of alternative methods of conducting meetings is 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**, at least one Town Department Head has been infected, one Municipal Court Staff Member and one Council Member have been infected with COVID-19 along with several members of the Fire and Police Departments; 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 electronic and/or telephonic Meetings of Council, Boards, Committees and Commissions and, establish a quorum by counting members attending by electronic and/or telephonic means; 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”). 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. Electronic and Telephonic Council meetings and other Town Committees, Boards or Commission meetings may be held electronically and/or telephonically, subject to the provisions as stated above.
4. Said meetings must be live streamed to the public.
5. A quorum of Council and all Town Meetings may be obtained by counting Members attending by telephonic and/or electronic means.
6. This emergency Ordinance shall take effect at 12:00am on the 14th day of August, 2020 and shall expire at 11:59 pm on the 10<sup>th</sup> day of September, 2020 unless renewed or sooner terminated by Council, and

**IT IS SO ORDAINED!**

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Beth Messervy, Town Clerk

\_\_\_\_\_  
Ricky Waring, Mayor

*Mayor*  
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:** Beth Messervy, Town Clerk and State ATAX Staff Liaison

**Date:** August 10, 2020

**Subject:** Consideration of State Accommodations Tax funds application from the Summerville-Dorchester Museum.

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### ISSUE

Town Council did not approve the State ATAX Advisory Committee's recommendation for funding the Summerville-Dorchester Museum's request for 2020.

### BACKGROUND/DISCUSSION

Council postponed a decision on funding the Summerville-Dorchester Museum's request for State ATAX funding that was recommended by the ATAX Advisory Committee at the July 9, 2020 Council meeting. The item was added to the August Council agenda.

The Summerville-Dorchester Museum requested \$20,000 in State ATAX funds. The State ATAX Advisory Committee recommended \$18,000, a 10% decrease that was recommended across the board for the requests received.

SUMMERVILLE -  
DORCHESTER MUSEUM

**Messervy, Beth**

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**From:** Jim Grate <jrgrate@yahoo.com>  
**Sent:** Thursday, May 28, 2020 10:09 PM  
**To:** Messervy, Beth  
**Subject:** Application for State Tax Accommodations Tax Funds 2020

Requesting Organization - the Summerville Dorchester Museum

Name of Event/Project - the Summerville Dorchester Museum

Date of Event/Project - 7/1/20 through 6/30/21

Total Amount Requested - \$20,000.00

Applicant Category - Not-for-Profit

Is the organization registered as a not-for-profit with the State of South Carolina - Yes

Date of Incorporation - 9/17/91

Charter # - ?

FEIN # - 57-0941200

Mailing Address - 100 Doty Avenue

City - Summerville

State - South Carolina

Zip Code - 29483

Organization's Point of Contact - Jim Grate, President

Contact's Email - office@ourmuseum.org

Contact's Phone Number - 843-875-9666

Briefly describe your event / project - To provide a customer friendly Museum about Summerville and Dorchester County History

Goals and Objectives of the event / project - To serve an average of 50 tourists weekly

Describe how your event / program will enhance the tourism industry in Summerville - Aside from being one of the first stops for out of area tourist wanting to learn about Summerville, the museum consistently provides information and brochures to other attractions in the area.

Have you received funding for this event / project from any other source? - No

Are you seeking funding for this event / project from any other source? - No

Detailed Budget -

Cash (Match)

Entry Fees - \$17,000

Special Events - \$ 2,000

Sales - \$ 1,000

HTAX

Operations. \$20,000

TOTAL. \$40,000

Estimated Attendance - 5,000

Number of tourists / visitors expected - 2,500 from out of area

How are you tracking the number of tourists participating in your event, program or project? - Each guest is requested to provide their name, home address and email upon entering the museum .

Please provide any additional information that may be helpful -

The on-line form is less than satisfactory - 1) Some large fields limited the number words that can be entered, 2) The on-line link for a long time returned: "This page does not exist", 3) The information requested has varied for instance it originally requested an upload of the organization's Mission Statement, 4) Even when 'saved' information is lost from one session to the next and more.

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Complete this section only if this is a repeat project / event

What date was the previous event held? July 1, 2019 through June 30, 2020

Total Attendance - 1,500 (NOTE - the Museum has been closed since March 2020 in compliance with the Governor's mandate.

Number of tourist / visitors in attendance - 750 (NOTE - The Museum has been closed since March 2020 in compliance with the Governor's mandate.

What was the method used to determine the number of tourists? - Each guest is requested to provide their name, home address and email upon entering the museum .

Budget for the previous event - \$40,000 (\$20,000 HTAX matched by \$20,000 cash)

Application submitted by - Jim Grate

Submitted on - Thursday may 28, 2020

Jim