



Town of Summerville
Special Called Council Meeting
Thursday, September 24, 2020 – 2:00pm
Council Chambers – 200 South Main Street

AGENDA

1. Call to Order
2. Consideration of a lease of 100 West Richardson Avenue, Suite D
3. Consideration of a lease with Summerville Commissioners of Public Works for storm debris site
4. 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)
5. 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.
6. Discussion of Comprehensive Plan Update: *“Summerville: Our Town, Our Future”*
7. Adjourn



EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT (COMMERCIAL)

In consideration of the covenants herein contained, The Town of Summerville, Sole Property Owner(s) (hereinafter called "OWNER") and RE/MAX Pro Realty, Real Estate Company (hereinafter called "BROKER"), agree as follows:

Broker will serve as a [] non agency transaction broker or [X] an agency listing broker in the this transaction.

For the period of time beginning on July 7, 2020, and ending at midnight on June 30, 2021, Owner hereby grants to Broker the sole and exclusive right to lease the real property known as:

Address 100 W. Richardson Ave., Suite D

Tax Map # 137-07-06-002 City Summerville Zip 29483

County of Dorchester, State of South Carolina.

1. EMPLOYMENT: In consideration of the services and facilities of your office and of your agreement to enter the within described property in the Multiple Listing Service of which BROKER is a member, the undersigned Owner does hereby employ the above named BROKER as the sole and exclusive agent, and give said BROKER the exclusive right and authority to lease the herein described property, From July 7, 2020, To June 30, 2021 inclusive, subject to all the terms and conditions hereof.

2. LEASE RATE: Said property is, hereby, listed to lease at a rate of \$ 20.00 per square foot

3. TERMS: Said property may be leased subject to the following terms: Tenant shall be responsible for Monthly Base Rental amount of \$20.00/sqft, as well as monthly NNN charges currently estimated to be \$176.52 monthly. The Leased Premises is a suite containing approximately 900 square feet located in a multi-tenant building.

4. POSSESSION of property shall be relinquished by the Owner to the Tenant in accordance with the terms of the rental agreement.

5. DEFECTS: Owner represents that the property is not subject to any defect and does not contain any hazardous or toxic substance to the best of Owner's belief after due inquiry, unless expressly disclosed herein. Owner agrees to disclose to the BROKER any defects (whether latent affects or otherwise) of the herein described property, and to hold said BROKER harmless from any liability or damages including without limit attorney's fees arising from any defects. Owner represents to the best of Owner's information and belief after due inquiry (i) that Owner has not received notice of any claimed environmental hazard or condition in connection with the property; (ii) that the property contains no hazardous or toxic wastes, asbestos or other substance dangerous or harmful to human health or the environment, and has not been used for the manufacture, storage, or transport of any such substance; and (iii) that no part of the property consists of federal jurisdictional wetlands. Any additional stipulations shall be set forth in writing in this agreement

6. TERMS:

1. Owner agrees that said BROKER has earned a commission of 6% if a tenant who is ready, willing, and able to lease the herein described property at the lease rate and on the terms aforesaid or at any price and terms acceptable to the Owner. Commission to be paid by Owner as follows: 6% per month or as outlined in a separate commission agreement to be entered into at Lease execution. Should the Landlord sell the Leased Premises at any time during Broker's management thereof, Landlord shall pay to Broker, a 6% sales commission, which shall be split evenly with any cooperating Broker involved in the sales transaction.

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

for the initial term and any renewals, extensions or modifications of any lease entered into pursuant to this listing agreement and for any expansions of, or additions to, the space covered by any lease entered into pursuant to this listing agreement.

2. Owner understands that Broker shall pay cooperating agents/transaction brokers a fee of \$ NA or a commission of 3.000 % of gross lease price. Owner and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless otherwise specified in this agreement.
3. Said commission to be paid to BROKER whether said Tenant is found by BROKER, by another Broker, by the undersigned Owner or by any other person.
4. If within 180 consecutive days after the termination of this agreement, a lease of the herein described property is made or effected by the undersigned Owner, directly or through any other person to a prospective tenant to whom any agent of the Listing BROKER, any Cooperating Broker, or the Owner has shown or offered said property during this exclusive listing period, the Owner shall pay the aforementioned commission to the Listing BROKER, provided that the names of the prospective tenants to whom the property was shown by the Listing BROKER or any Cooperating Broker are furnished to the Owner by the Listing BROKER in writing within ten (10) days after termination of this exclusive listing period.

This protection period shall end at 11:59 p.m. on December 27, 2021.

- ~~6. In the event that property is sold during the term of this agreement, owner agrees that any outstanding commissions owed to Listing BROKER will be payable at closing.~~

7. **MULTIPLE LISTING SERVICE:** The property shall be shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent/transaction broker representing/facilitating for the buyer from the fee described above.

8. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

9. **ADDITIONAL TERMS AND CONDITIONS:** The following terms and conditions are a part of this Exclusive Right To Lease Listing Agreement of which other terms and conditions are set forth on the front side hereof. The Owner and BROKER do further agree:

1. Said property to be leased subject to zoning ordinances restrictions, easements and conditions of public record, and
2. Owner shall refer to BROKER any inquiries received by the owner and shall not deal directly with prospective tenants for this property during the continuance of this agency and shall allow the BROKER or any participating Broker to show said property at reasonable times upon reasonable notice and shall commit no act which might tend to obstruct the BROKER's performance hereunder; and
3. Owner shall cooperate with BROKER to ascertain all pertinent data concerning subject property so as to avoid error, exaggeration, misrepresentation or concealment of pertinent facts. Owner warrants the accuracy of the information furnished herein and agrees to hold the BROKER harmless from any liabilities or damages arising out of incorrect or undisclosed information. Owner agrees to notify the listing BROKER promptly of any material changes in said information, and
4. The listing BROKER is not responsible for vandalism, theft, damage or maintenance of herein described property; and
5. The Owner agrees to enter into a contract of lease with and to lease said Property to any such ready, willing and able tenant for the rent or upon such other terms and conditions as Owner may hereafter approve, said approval to specifically include Owner's review and acceptance of the credit worthiness of any such tenant; and
6. BROKER shall or shall not place such "For Lease" signs on said property as BROKER may deem advisable and no other signs shall be placed on said property; and
7. Broker is granted the authority and approval to list and publish all lease data pertaining to the lease of the hereinabove described property. Owner understands and acknowledges that lease data are published for the use

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

REV

~~not a broker~~

RA

and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing, leasing and selling of all properties listed in said publication; and

- 8. ~~Owner shall carry own expense public liability insurance in an amount of at least \$ 1,000,000.00 to protect the interest of the parties to this Agreement; and~~
- 9. ~~Owner hereby indemnifies Agent against and agrees to hold and save Agent, its directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Client's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Client or its employees, agents and contractors. Agent hereby indemnifies Owner against and agrees to hold and save Owner, it directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Agent's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Agent or its employees, agents and contractors~~

Delete

10. RESPONSIBILITIES OF AGENCY BROKER: In consideration of granting BROKER this Exclusive Right to Lease Listing, the BROKER agrees:

- 1. To direct concentrated efforts in bringing about a lease.
- 2. To advertise said property as BROKER deems advisable.
- 3. To encourage cooperating brokers in lease efforts of said property by furnishing information and assistance.
- 4. To keep the Owner/s informed as to the progress made toward finding a tenant for said property.
- 5. To make an earnest and continued effort to lease the property.

11. RESPONSIBILITIES OF NON-AGENCY TRANSACTION BROKER: Tenants and Owners who do not establish an agency relationship with a Broker and use the services of the Broker are customers. Landlord and Owner agree that Broker shall provide the following customer services to Owner. The Broker shall

- 1. Use skill, care and diligence to facilitate the transaction;
- 2. Be honest, fair and provide accurate information;
- 3. Account in a timely manner for all funds received by the Broker on behalf of a party to a real estate transaction;
- 4. Disclose material adverse facts actually known by the Broker that affect the transaction, or the value or condition of the real property and that are not readily ascertainable;
- 5. Promptly present all written offers and counteroffers involving the sale, lease or exchange of property even when the property is subject to a contract of sale;
- 6. Keep information confidential as requested in writing by the Owner.

12. BROKER LIABILITY LIMITATION: *In Agents performance of the duties herein to secure a lease or leases for the Property Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about said lease(s). In consideration and recognition of the risks, rewards, compensation and benefits arising from said lease(s) to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.*

13. NOTICES: All notices provided for this Listing Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows

If to Owner The Town of Summerville
200 S. Main Street
Summerville, SC 29483

If to Agent Robert L. Pratt c/o RE/MAX Pro Realty
9209 University Blvd.
Charleston, SC 29406

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

RU



Faint header text, possibly containing a title or reference number.

First main paragraph of text, containing several lines of faint, illegible characters.

Second main paragraph of text, continuing the faint, illegible content.

Third main paragraph of text, with very faint and mostly illegible characters.

Fourth main paragraph of text, continuing the faint, illegible content.

Fifth main paragraph of text, with very faint and mostly illegible characters.

Sixth main paragraph of text, continuing the faint, illegible content.

Seventh main paragraph of text, with very faint and mostly illegible characters.

Eighth main paragraph of text, continuing the faint, illegible content.



14. **CONFIDENTIALITY:** All financial data and other proprietary information with regard to the Property shall be treated as confidential by Agent and shall be disseminated to third parties on a "need to know" basis only. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

15. **SPECIAL STIPULATIONS:** The following stipulations shall, if conflicting with printed matter, control (use addendum if necessary): NA

16. **ENFORCEMENT:** The parties agree that Broker ^{AND/OR OWNER} may take action to enforce this Agreement or collect any associated costs, fees, and damages. ~~Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.~~

17. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation ^{IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.} in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

18. **NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner, and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. ~~Any compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of compensation, and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS or by any persons other than the Listing Broker.~~

19. **OTHER TERMS AND CONDITIONS:** NA

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: Rebecca Vance Date: 4:34 Time: 8/13/00
The Town of Summerville
Email: rvance@Summervillesc.gov Phone: 813-871-6000 Fax: _____

Witness: _____ Date _____ Time _____

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Witness: _____ Date _____ Time _____

Owner's Mailing Address: _____

Real Estate Firm: RE/MAX P/o Realty Phone: (843)576-2705

By: [Signature] Date 7.15.2020 Time _____

Robert Pratt

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

© 2020 South Carolina Association of REALTORS®, 3/2017

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

Form 226

Page 5 of 5

STATE OF SOUTH CAROLINA)
) LEASE
COUNTY OF DORCHESTER)

This lease (“Lease”) is given by the Commissioners of Public Works of the Town of Summerville (Lessor – “CPW”) to the Town of Summerville (Lessee – “Town”) for a portion of a tract of land described herein, and is dated as of the date affixed by the last party to sign.

WHEREAS, the Town and CPW are each duly organized and existing under the Constitution and laws of South Carolina, and are each capable of entering into this Agreement; and

WHEREAS, the Town is desirous of securing property for the purpose of temporary storage of storm debris in the event of a hurricane and/or other natural disaster; and

WHEREAS, CPW is owner of a 213.417-acre tract of land, partially shown in Exhibit A attached hereto and incorporated herein (the “Parent Parcel”), 36 acres of which is suitable for the Town’s purpose; and

WHEREAS, CPW is agreeable to lease to the Town the said 36-acre parcel, which is more fully described in Exhibit A attached hereto and incorporated herein (the “Leased Property”), for the purpose set forth above; and

WHEREAS, the parties desire to set forth their respective rights and obligations regarding the Town’s use, improvement, maintenance and repair of said Leased Property for the above stated purpose.

NOW, THEREFORE, for and in consideration of the annual lease payment set forth hereinbelow and the terms set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are hereby fully incorporated into this Lease to the same extent as if set out herein verbatim.

2. The initial term of this Lease shall be for Three (3) years to commence on January 1, 2021 with the option of seven (7) one (1) year renewal terms upon such terms and conditions as the parties may agree. The annual payment during the initial term is set forth in Section 3, below. If at any time subsequent to the completion of the initial term of this Lease, CPW receives a bona fide purchase offer for the purchase of the Parent Parcel, Town will be given

the option to purchase the entire 213.417-acre tract upon the same terms as the purchase offer, provided the closing should take place within ninety (90) days of the date written notice of the bona fide purchase offer is delivered to the Town by CPW. Should the Town not elect to purchase the Parent Parcel, and should the purchase of said Parent Parcel not be closed within ninety (90) days of the date written notice of the bona fide purchase offer is delivered to the Town by CPW, this Lease may be terminated by CPW at the conclusion of said ninety (90) days. Similarly, if at any time a CPW operational need for the Leased property arises, as determined solely by CPW, this Lease may be terminated with ninety (90) days written notice. Notwithstanding the foregoing right of termination with ninety (90) days notice, any termination notice **shall not be effective until the official end of any active hurricane season (June-November)** which may be in effect at said time and the Town shall have ninety (90) days from the conclusion of said active hurricane season to remove any debris which may be remaining on the Leased Property.

3. The initial lease payment for the initial term shall be One (1) dollar and no/100 (\$1.00) per annum.

4. In accordance with the purpose, terms and conditions set forth herein, the CPW shall permit the Town to access the Lease Property for permitting, site preparation, debris placement, debris removal and debris monitoring in the Leased Property only.

5. As further consideration for the granting of this Lease, the Town shall construct an all-purpose road with access gate, the location of which is reflected on Exhibit A. Prior to beginning construction of this road, the plans and specifications shall be submitted to CPW for its approval. In the event that the Lease is terminated prior to the initial three (3) year lease or the seven (7) one year renewals, if any, CPW will pay the Town one tenth (1/10th) the cost of the road and site improvements necessary to prepare the site for its intended use for each full year remaining on the lease and renewals. The costs are summarized and attached to this Lease in Exhibit B.

6. At or prior to the termination of this Lease, all debris shall be removed from the Leased Property. Should the Town fail to remove any of said debris, it will be liable to CPW for the actual cost of removal. This provision shall survive the termination of this Lease.

7. The Town shall require any contractors, consultants or other agents working on the Leased Property on the Town's behalf to furnish general liability insurance covering CPW as a named insured with said policy limits being One million and no/100 dollars (\$1,000,000.00) per occurrence. The Town shall provide satisfactory written confirmation of such coverage

to CPW upon CPW's request. Any failure by the Town to require such coverage shall constitute an event of default under this Lease, entitling CPW to immediately terminate this Lease and recover from the Town any and all loss, damage or claim relating to said failure. The provisions of this section of the Lease shall survive the termination hereof.

8. The Town shall be responsible for preparing the Leased Property in a manner consistent with the proposed use of temporary debris storage, and for maintaining and using the Leased Property in full compliance with all applicable laws, rules and regulations; to include, but not limited to, environmental laws, rules and regulations.

9. Notice given under this Lease shall be effective when hand delivered or when received by the addressee, if sent by a nationally recognized overnight delivery (receipt requested) as follows:

If to the Town:

Mayor Richard G. Waring
200 South Main Street
Summerville, SC 29483

cc: Town Attorney
200 South Main Street
Summerville, SC 29483

If to the CPW:

Summerville Commissioners of Public Works
PO Box 817
Summerville, SC 29484

cc: CPW Attorney
Reeves Law, PA
400 N. Cedar St.,
Summerville, SC 29483

10. In the event of any default hereunder, the non-defaulting party shall have the right to immediately terminate this Lease and to pursue any and all of its legal and equitable remedies against the defaulting party. The prevailing party in any litigation brought hereunder shall be entitled to reimbursement for the costs thereof, to include reasonable attorneys' fees.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the Duly Authorized Officials of the Town and CPW have hereunto placed their signatures and duly attested their seals to this legally binding lease on the dates below their signatures.

Attest:

Beth Messervy

Clerk of Council

Date Executed: _____

By: _____

Ricky Waring, Mayor

TOWN OF SUMMERVILLE

Date Executed: _____

Witness:

By: _____

Stephen W. Mueller, Chair

**COMMISSIONERS OF PUBLIC WORKS OF
THE TOWN OF SUMMERVILLE**

Date Executed: _____

Witness

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

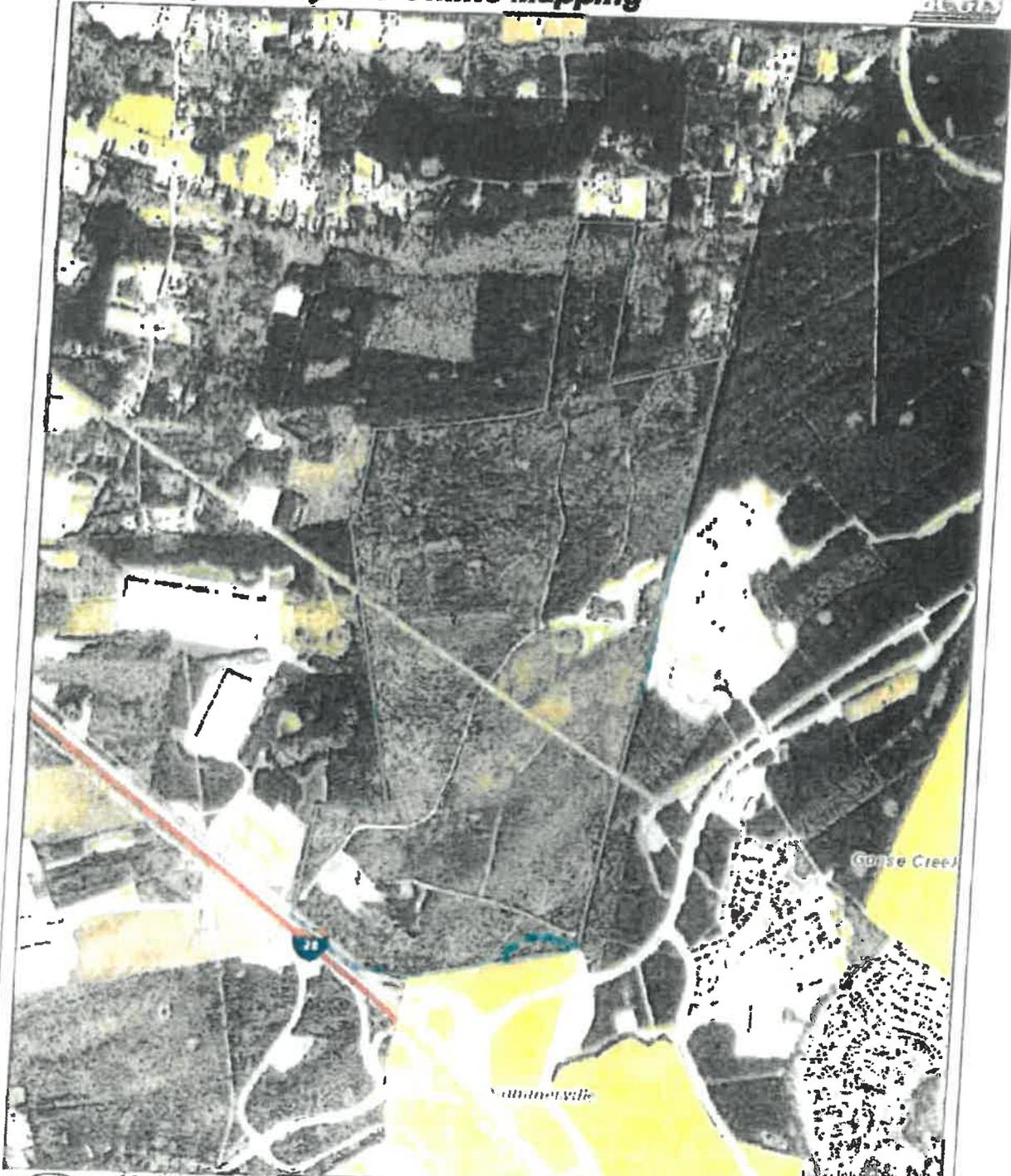
Beth Messervy, Town Clerk

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

Comprehensive Plan Timeline

Contract signed: January 18, 2019

Staff Kick-off Meeting

CPAC Meeting #1 (Project Initiation)

Elected and Appointed Officials "Roundtable" Workshop : all three on February 20, 2019

Community Workshop: April 1, 2019

Business Workshop: April 2, 2019

Stakeholder/Focus Group Discussions (15, 45 minute long discussions): April 2 and 3, 2019

CPAC Meeting #2 (Issues & Opportunities Memo)

Public Visioning Workshop: both on July 23, 2019

Individual Interviews with Councilmembers: July 24, 2019

CPAC Meeting #3 (Vision, Goals, & Objectives): December 17, 2019

Council Workshop (Vision, Goals, & Objectives): January 21, 2020

CPAC Meeting #4 (Draft Plan): June 9, 2020

Virtual Public Input Sessions: August 10, 11, and 12, 2020

Public Hearing & Planning Commission Recommendation: August 17, 2020

1st Reading by Council: September 10, 2020

**MEMORANDUM****Date:** January 13, 2020**To:** Jessi Shuler
Director of Planning, Town of Summerville**From:** Houseal Lavigne Associates**Re:** **Summerville Our Town, Our Future Comprehensive Plan
Vision, Goals & Objectives for Town Council**

The Draft Vision, Goals & Objectives are attached for review by Town Council to obtain its formal input before the completion of the Preliminary Town-Wide Plans and Policies (Scope Step 6). It is an interim document in the Comprehensive Plan process. The purpose of this document is to establish an overall "vision" for the Town of Summerville that can provide the direction for near- and long-range planning activities. It is based on the Community Visioning Workshop completed summer 2019, feedback from previous community outreach activities, and observations from the consultant team. The current draft has been revised per feedback from Town Staff and the Comprehensive Plan Advisory Committee (CPAC).

The Vision, Goals & Objectives is the first step in writing the new Comprehensive Plan. Without appropriate context, reasoning for items outlined in this document can be confusing or difficult to understand. Results from the Visioning Workshop as well as the Issues and Opportunities Report, both of which greatly informed this document, can be found on the project website:

<http://www.hiplanning.com/portals/summerville/>. The next step in the planning process is drafting the Core Elements, the aforementioned plans and policies in Step 6. These will include detailed recommendations and actions related to land use and development, transportation, community facilities, and other elements that describe how to successfully complete the goals and objectives, and ultimately achieve the Town's vision. In short, the Vision, Goals & Objectives are the foundation or basis for specific strategies and actions that will be written in Step 6.

Sean P. Tapla
Associate
Houseal Lavigne

HOUSEAL LAVIGNE

CHICAGO, IL
188 West Randolph Street, Suite 200
Chicago, Illinois 60601
(312) 372-1008

www.hiplanning.com
info@hiplanning.com

Introduction

Summerville: Our Town, Our Future will be a new Comprehensive Plan for the Town of Summerville. A Comprehensive Plan is the foundation document for local planning efforts. The plan is required by S.C. Code Ann. § 6-29-510(E) for the community to adopt and amend zoning ordinances, enable planning decision-making, guide capital improvements programs, and support other important Town policies and programs.

South Carolina state code also requires that the plan address certain topics or "elements". As a preliminary outline, ***Summerville: Our Town, Our Future*** will include the following elements to meet these requirements and to provide a valuable, community-driven resource for Summerville's future:

- Community Profile and Population
- Land Use and Development
- Economic Development
- Housing and Neighborhoods
- Transportation and Mobility
- Community Facilities and Infrastructure
- Natural Resources, Resiliency, Parks and Open Space
- Cultural Resources

Note: The Community Profile and Population element for the plan is addressed in project research contained in the **Demographics and Market Report**. This report begins with discussion on element #2 - Land Use and Development. The Vision Statement will be incorporated to this section of the Plan.

The planning process for **Summerville: Our Town, Our Future** began in early 2019 and is scheduled for completion in early 2020.

Purpose

Vision, Goals, and Objectives is an interim document in the process to develop the new Comprehensive Plan. The purpose of this document is to establish an overall "vision" for the Town of Summerville that can provide the direction for near- and long-range planning activities. The aspirational quality of the plan's vision is meant to inspire. It is derived from a rational planning approach based on identification of community issues and opportunities and guided by popular consensus on those topics received via public input in the planning process. This document addresses a variety of topics and defines a path forward for future growth, investment, and community building across Summerville and its planning area.

As an interim document, the recommendations included in the vision, goals, and objectives are not final, and will be updated to reflect additional comments received throughout the remaining steps of the comprehensive plan's development. Vision, goals, and objectives provide direction for **Summerville: Our Town, Our Future** before the plan is drafted. In the pages that follow, the content is grouped into categories that reflect the preliminary outline and chapter structure for each element of the upcoming draft plan.

Vision, Goals & Preliminary Objectives

The vision, goals, and preliminary objectives will set the initial framework for the community-wide plans and policies of *Summerville: Our Town, Our Future*. For the purpose of the Plan, vision, goals, and preliminary objectives are defined as follows:

Vision – The vision is an aspirational description of what the Town of Summerville would like to accomplish in the long term. The vision statement is meant to serve as a foundation upon which to base the Town’s future goal setting and decision making. It is based on the Visioning Workshop, feedback from initial community outreach activities, and observations from the project consultant team.

Goals – The goals describe desired results toward which planning efforts should be directed. They are broad and long-range. They represent an ambition to be sought and require the culmination of many smaller actions in order to be fully achieved.

Preliminary Objectives – The preliminary objectives contained in this report are intended to be specific and measurable. They quantify the goals and set a target for their achievement.

Vision Statement

The Town of Summerville will be known as a community with big-city opportunities and small-town charm. The community's patchwork of neighborhoods will be connected to one another by a comprehensive roadway and pedestrian network and complemented by a mix of new infill neighborhoods and commercial districts. The new Unified Development Ordinance (UDO), adopted in 2019, will guide targeted development that leverages existing infrastructure and prioritizes reinvestment over greenfield development.

reword to make it not seem exclusive of greenfield devp.

Downtown will remain the heart of the Town with flourishing local businesses. Mixed-use development within the Downtown will expand housing options while fostering continuous activity and increasing the number of local customers for Downtown retail shops and offices. While Downtown will grow more dense over time, the historic character of the district and surrounding neighborhoods will be maintained. Downtown will also be better connected to other areas of Town such as Oakbrook and Knightsville, creating a cohesive, interconnected network of places. A greater range of housing options will also be encouraged in future residential development throughout the community to ensure that households at all stages of life can afford to live comfortably in Summerville. New housing will also be used to begin addressing homelessness in the Town, continuing existing work done by local agencies and nonprofits in the Town.

not something Town should address

Established businesses will help set the tempo for economic and employment growth in Summerville through regular and open communication with Town officials and staff. New businesses will thrive, and local entrepreneurs will have the opportunity to test their ideas in Summerville's startup incubator located in one of its several established employment centers. Growth from these startups and expanding companies will create new employment opportunities. Any company in Summerville and the greater Charleston region will be able fill their job listings with the Town's knowledgeable and skilled workforce.

reword to make clear not run by Town

Commuters will get to work quicker with the completed expansion of the Berlin G. Myers Parkway and the implementation of the Lowcountry Rapid Transit (LCRT) network. Additional large-scale, interjurisdictional projects will be completed with ease through targeted partnerships and cooperation with adjacent agencies. Similarly, employees, residents, and visitors will be able to navigate Summerville with ease via the Town's extensive multimodal transportation system. Infrastructure and connectivity improvements, such as Bear Island Road and North Maple Street Extension, will help reduce congestion and travel times supporting Summerville's future growth.

As the Town continues to grow, annexation will occur according to a well-defined strategy that emphasizes a fiscally responsible growth pattern. The strategy will prevent overextension of resources and ensure that community facilities and services can adequately expand to match growth and continue to support the population.

annexation working ✓ document to Council

The Town will have a complete parks and recreation system with new indoor and outdoor facilities allowing residents in all parts of Summerville to utilize these amenities year-round. Natural areas such as the Ashley River will be further activated for recreation while balancing the need for conservation. Connections between natural areas will also be improved via an integrated network of greenways and blueways that provide residents and visitors with opportunities to connect to Summerville's abundant natural resources while protecting critical habitats and prominent scenic areas.

Through *Summerville: Our Town, Our Future*, the Town will ^{continue} grow to be one of the most desirable places to live in the Charleston region. It will be a place where young professionals, ^{and retirees} and families are excited to build their lives, and where established residents can thrive. Summerville will be known as an inclusive community whose diverse and quality housing options, employment opportunities and local businesses, natural features, strong heritage and history, and recreational amenities provide all residents with a high quality of life.

3 Land Use & Development

Goal

Improve and enhance land use patterns and direct new development in a manner that ensures land use compatibility and alignment with infrastructure capacity to promote sustainability of the natural and built environment.

Preliminary Objectives

change



- Preserve established neighborhoods in the Town and promote appropriate reinvestment while supporting existing commercial and employment areas.
- Prioritize development that can take advantage of existing infrastructure over the premature development of unimproved areas or open space to avoid the overextension of services and unnecessary cost increases for the Town.
- Ensure land use compatibility and provide adequate buffering and screening between existing incompatible land use arrangements.
- Require new development to match the established character of the community, particularly in Downtown and historic neighborhoods.
- Utilize the Future Land Use Plan to balance the ratio of residential to business development in the Town, supporting the development of mixed-use and multifamily buildings.
- Promote context-sensitive commercial and industrial development that does not adversely impact the character or quality of life of surrounding residential areas.
- Embrace the improved development standards in the UDO that promote quality form and appearance.
- Promote mixed-use development in Downtown Summerville to generate pedestrian activity and build upon the area's vibrant, established character.
- Identify and preserve natural and environmentally sensitive areas.
- Coordinate new development and land use with adjoining jurisdictions along boundary edges.

4 Economic Development

Goals

1. Fortify Summerville's economy through the retention and attraction of a diverse mix of businesses that provide livable wages and fill identified commercial gaps. Living wage: a wage that allows an individual to afford all physiological and safety needs and services, such as healthy food, quality housing, accessible transportation, etc., and all relevant taxes to live comfortably in the community.
2. Strengthen the Town's workforce by providing a variety of education, training, and employment opportunities, with a focus on preparation for high-skill, high-wage jobs. *working w/others → the Town itself will not be providing*

Preliminary Objectives

Goal One:

- Reinforce Downtown as the primary location for local-serving businesses that offer a mixture of goods and services that support the needs of residents and businesses.
- Consider the development of a conference/event center or boutique hotel in Downtown, with careful consideration of context and character, to increase the number of visitors to Downtown and support local businesses.
- Utilize the results of the 2019 retail market study to strategically prioritize commercial recruitment efforts by pursuing businesses that will fill identified commercial gaps.
- Continue to leverage Summerville's desirable location to recruit new businesses and capture development within desired and growing sectors such as healthcare, technology, and logistics.
- Regularly communicate with established businesses in Summerville to understand their needs and how the Town can best support them, ~~particularly local and minority-owned businesses.~~
- Continue to direct new businesses to the employment centers such as in Oakbrook, along Interstate 26, or Knightsville. *N. Main St.*
- Work with local economic development agencies and higher-education institutions to support the planned business incubator at Nexton Parkway and Brighton Park Boulevard.
- Take advantage of the Opportunity Zone designation to recruit investment and contextually appropriate commercial development in traditionally underserved communities, while avoiding gentrification.

Goal Two:

- Work with secondary and post-secondary education operators, such as Dorchester County Career and Technology Center (DCCTC) and Trident Technical College (TTC), to coordinate efforts to provide skills necessary for those joining the workforce.
- Collaborate with partners at the county economic development offices, Charleston Regional Development Alliance, and others to prioritize the types of training and development needed.
- Coordinate with public and nonprofit agencies such as SC Works Dorchester to help create and promote local job opportunities.

- **Support the expansion of existing businesses to create new employment opportunities for Summerville residents.**

5 Housing & Neighborhoods

Goal

Encourage a balance of housing types that fosters high-quality, livable neighborhoods to address the needs of all existing and future residents.

Preliminary Objectives

- Promote a mixture of housing types at various price points to ensure residents at all stages of life and across a variety of income levels can live comfortably throughout Summerville.
- Develop housing and neighborhoods in areas that rely on existing Town infrastructure with good access to schools and other community facilities.
- Use the UDO to preserve historic residential neighborhoods and address gentrification of traditionally lower-income areas through the “right-sizing” of development regulations while maintaining the historical character and use of these areas.
- Support new development and rehabilitation that utilizes materials, construction techniques, and infrastructure systems that reduce the negative environmental impacts of residential development.
- Preserve and protect neighborhoods from physical deterioration by addressing substandard construction practices, lack of maintenance, and encroachment of incompatible development.
- Market incentives to developers to help facilitate new attainable housing options, particularly rental units, to ensure a wider range of housing is available across all income groups.
- Identify the financial programs and mechanisms related to affordable housing needed to begin to address homelessness in the Town.
- Bolster code enforcement to help maintain the desired character of residential neighborhoods and improve overall quality of life.

6 Transportation & Mobility

Goal

Coordinate with surrounding jurisdictions to improve multimodal connectivity throughout Summerville to improve efficiency, access, and safety for drivers, cyclists, pedestrians, and transit riders.

Preliminary Objectives

- **Develop** Provide an interconnected network of local and arterial roads linking existing and planned neighborhoods, commercial and employment centers, and parks and recreation areas to provide complete access to all areas of the Town.
- Utilize transportation best practices and update infrastructure to reduce congestion throughout the Town while mitigating impacts to the natural environment.
- Support the completion of the Berlin G. Myers Parkway extension to alleviate traffic congestion in Downtown and improve regional connections.
- Emphasize pedestrian and cyclist mobility as the primary mode of transportation in and around Downtown to further establish the area's sense of place.
- Facilitate the creation of a fully connected active transportation network to allow cyclists and pedestrians to safely travel throughout Summerville.
- Work with TriCounty Link and Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) to enhance existing bus transit routes while supporting Lowcountry Rapid Transit (LRCT).
- Explore opportunities to coordinate with other roadway jurisdictions in the Town to ensure they are well-maintained.

7 Community Facilities & Infrastructure

Goals

1. Continue to provide high-quality community facilities and services to improve quality of life for all residents through collaboration with local and regional partners.
2. Coordinate annexation with strategic infrastructure expansion to prevent overextension of Town resources.

Preliminary Objectives

Goal One:

- Consider recommendations from the Master Facilities Plan to ensure compatibility with the Comprehensive Plan.
- Work with emergency response organizations to identify issues that may delay emergency response times.
- Foster additional partnerships with community groups in the Town of Summerville related to public health and safety, fire, and crime prevention.
- Evaluate Town growth to adjust expansion of hiring and facilities for public safety, local government, and public organizations to ensure appropriate level of service is provided.
- Coordinate and maintain relationships with intergovernmental agencies and public and private utilities on infrastructure projects.
- Work with utility providers to regularly update their systems to ensure that there is sufficient capacity for future demand while ensuring that it does not adversely impact the character or quality of life in surrounding areas.
- Implement colocation (such as joint trenching) during utility relocations and road-widening projects.
- *coordinate* Partner with local nonprofit services, to ensure community centers, libraries, and other community services are distributed and accessible to all Town residents.
- Continue to collaborate with the local school districts to provide high-quality education in Summerville.

Goal Two:

- Support a fiscally-responsible growth pattern and annexation policy to maintain and improve existing levels of service for current residents and future generations.
- Develop a strategy for Town annexations for adjacent unincorporated areas, and several unincorporated “donut holes” within the Town boundaries, based on the direction provided in the Vision Plan.
- *Explore* Prioritize the exploration of funding mechanisms, such as updating rates for development impact fees, to support Town operations and infrastructure as growth and development occurs.

reword

- Prioritize and Incentivize the use of existing infrastructure for new growth and development and extend Town infrastructure and services in a judicious manner with consideration of future costs.
- Ensure that development agreements related to annexation efforts adequately address the long-term costs to the Town of assuming responsibility for all infrastructure costs.

8 Natural Resources, Resiliency, Parks & Open Space

Goals

1. Continue to expand Summerville's network of parks, trails, and recreational amenities to support active and passive recreation throughout Summerville and improve public health.
2. Support the conservation of Summerville's natural resources to preserve important environmental and habitat areas as well as bolster Summerville's resiliency to natural hazards.

Preliminary Objectives

Goal One:

- Identify opportunities to expand funding and staff to ensure the parks system can provide outdoor recreation access to all residents throughout the Town.
- Evaluate the ability to provide additional recreation facilities in the community to maintain interest and usership in outdoor recreation and meet public health goals.
- Continue ^{coordinating} partnering with the South Carolina Department of Parks, Recreation, and Tourism at Colonial Dorchester to provide recreation related to historic preservation.
- Support projects that improve access to the Ashley River, such as the Jessen Boat Landing/Bend on the Ashley project, as opportunities to better connect residents and visitors to this natural resource.
- Utilize smaller waterways, such as the Sawmill Branch, to connect various parts of Summerville to each other with trails or water recreation activities.
- ~~Consider partnering with private and public sector partners~~ ^{Explore grant opportunities} to establish a bike share program that facilitates economic development and greater connection across the commercial and residential nodes of town.
- Maintain and improve existing facilities, such as Sawmill Branch Trail.

Goal Two:

- Identify open spaces that should be conserved for habitat protection, hazard mitigation, and resiliency.
- Use the 2017 Green Infrastructure Plan as a guide for Town staff when reviewing future development proposals to analyze potential impact on identified conservation areas.
- As new development occurs, develop, update, and implement specific drainage and flood controls to protect local waterways and wetlands, and prohibit development in the floodplain.
- ^{Expand upon the existing} Develop a ^{to include} Town-wide emergency management plan for flood mitigation, disaster preparedness, and community resiliency.
- Protect scenic vistas and viewsheds throughout the Town to preserve the Summerville landscape's unique character.

~~Add~~
(Timeframe)

in accordance w/ MS4 permit

- Regularly update the Stormwater Management Plan (SWMP) and support minimum control measures that use the most modern best management practices (BMP) for stormwater management.
- Encourage and/or Incentivize the use of Low-Impact Development or Green Infrastructure techniques as a viable alternative to traditional BMPs for stormwater management, including consideration of tree canopy coverage in stormwater calculations.

9 Cultural Resources

Goal

Maintain historic places while enhancing and reinforcing cultural diversity to strengthen Summerville's established character.

Preliminary Objectives

- Preserve and enhance Summerville's historic structures and the architectural character of the Summerville Historic District.
- Ensure that the small-town, historic character is not undermined by future development through distinct development and design guidelines.
- Develop historic designations for expanded areas and neighborhoods adjacent to or outside of the Downtown Historic District, as appropriate.
- Continue to honor and celebrate local history, with an emphasis on Summerville's diverse past through planned events and programmed activities.
- Develop new mechanisms to support African American history and investment in culturally rich neighborhoods, including Brownsville.
- ~~Maintain the historic character and charm of Downtown by limiting or prohibiting chains or franchises, in favor of locally owned businesses and shops.~~
- Identify a site for a venue to host cultural and arts events.
- Strengthen relationships with local civic institutions, organizations, and clubs, such as Summerville DREAM, YMCA, and Greater Summerville/Dorchester County Chamber of Commerce for community revitalization efforts.