Town of Summerville Council Meeting

Council Chambers – 200 South Main Street, Summerville
Thursday, October 8, 2020 - 6:00 p.m.

AGENDA

1. **Call to Order**

2. **Invocation and Pledge of Allegiance -** *Councilman Bob Jackson*

3. **Proclamation Presentation** – Small Business Saturday

4. **Approval of Minutes of Previous Meetings**
   a. Town Council Meeting – September 10, 2020
   b. Special Called Council Meeting – September 24, 2020
   c. Special Called Council Meeting – September 28, 2020
   d. Standing Committee Meetings – October 5, 2020

5. **Public Comment** – ***For items on the October 8, 2020 Town Council meeting agenda only***
   Those wishing to speak must sign up on the third floor prior to entering Council Chambers. Due to limited seating, public comments can be sent to publiccomments@summervillesc.gov before 4:30pm on Thursday, October 8, 2020.

6. **Petitions**
   a. Request to rezone TMS# 130-00-00-008, located on N. Maple St., approximately 20.86 acres, and owned by Rosemary S. Harper Ward Trust from AC, Agricultural Conservation, to N-MX, Neighborhood Mixed-Use. (Council District 1) Planning Commission held a public hearing and made a recommendation for approval at their meeting on September 21, 2020. Planning and Development Committee voted unanimously to move the item to full Council with a recommendation for approval.

7. **Pending Bills and Resolutions:**
   a. Second and final reading of an ordinance to annex Berkeley County TMS# 232-00-02-179 and Dorchester County TMS# 138-00-00-036 (approximately 4.70 acres total) located on Berlin G. Myers Pkwy.; currently zoned GC, General Commercial, in Berkeley County and CG, General Commercial, in Dorchester County, and will be zoned G-B, General Business, upon annexation into the Town of Summerville's municipal limits. (Council District 1)

b. Second and final reading of an ordinance to adopt the Comprehensive Plan Update, "Summerville: Our Town, Our Future."

c. Second and final reading of amendments to the Summerville Unified Development Ordinance, Chapter 8, Section 8.7.4, Maintenance.

8. Introduction of Bills and Resolutions:

a. First reading of an ordinance to amend the Town of Summerville's Code of Ordinances – Chapter 2 – Administration, Article II – Mayor and Council, Division 2 – Mayor, Section 2-62 – Direction of Executive Officers, Section 2-63 – Authority to set meeting agenda.

b. First reading of an ordinance to amend the Town of Summerville's Code of Ordinances Chapter 2 – Administration, Article IV – Officers and Employees, Division 2 – Town Administrator, Section 2-211 – Appointment, Section 2-213 – Supervision, Section 2-214, General duties, responsibilities, and delegation of authority, and Section 2-215 – Authority.

c. First reading of an ordinance to amend the Summerville Unified Development Ordinance, Chapter 3, Section 3.4.8.A Drive-Thru/Drive-In Facility (UC-MX).Planning Commission held a public hearing and made a recommendation for approval at their meeting on September 21, 2020. Planning and Development Committee voted unanimously to move this item to full Council with a recommendation for approval.

9. Miscellaneous

a. Consideration of a lease for 100 W. Richardson Avenue, Suite D.
b. Consideration of Emergency Ordinance regarding electronic meetings for Council, committees, boards, and commissions.
c. Consideration of South Laurel Street takeover from West Carolina to Central Avenue

10. Public Comment

Those wishing to speak must sign up on the third floor prior to entering Council Chambers. Due to limited seating, public comments can be sent to publiccomments@summervillesc.gov before 4:30pm on Thursday, October 8, 2020.

11. Executive Session: Legal and Contractual Matters

a. Legal matter regarding economic development project "Minshara"
b. Legal matter regarding a proposed tax increment financing district
c. Contractual matter regarding arrangement for downtown development services - DREAM
d. Legal matter regarding Oolong Lane

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
September 10, 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. Public and press were duly notified. The meeting took place in-person in Council Chambers.

CALL TO ORDER
The regular monthly meeting of Summerville Town Council was called to order at 6:00pm on Thursday, September 10, 2020 by Mayor Waring. The meeting was opened with prayer led by Councilmember Kima Garten-Schmidt, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES
Mr. Jackson made a motion, seconded by Mr. Jenkins, to approve the combined minutes of the Town Council meeting on August 13, 2020; the special called Council meeting on September 2, 2020; and the Standing Committee meetings on September 8, 2020. The motion carried unanimously and the minutes were accepted into record.

AGENDA CHANGE
Mr. Jenkins made a motion, seconded by Mr. Bailey, to move item 8e (emergency ordinance regarding face coverings) to the beginning of the agenda, directly following the first public comment. The motion carried unanimously.

PUBLIC COMMENT (Items on the September 10, 2020 agenda only)
Due to limited seating in Council Chambers, public comments were accepted via email; public comment was also open to members of the public who attending the meeting in - person.

Joel Arenson spoke on behalf of the residents of Del Webb Nexton. He expressed his concern with an item in the Development Agreement for the HIC, LLC land near his subdivision. He would like the notation for the buffer to reflect "in a natural state."

Angela Meinke spoke against the ordinance requiring face masks. She is concerned about the future of small businesses while implementing the ordinance.

Amy Lima spoke against the ordinance requiring face coverings. She presented scientific research in support of masks not being effective against Covid.

Diane Frankenberger spoke in favor the ordinance requiring face coverings. She stated that while she does not like wearing a mask, she is in favor of the ordinance because it has kept her employees and her customers safe. .

Will Barton spoke against the ordinance requiring face masks. He stated that he was intentionally breaking the ordinance by not wearing a mask to the meeting. His concern is with people who cannot wear masks due to anxiety and panic.

Dr. McNabb spoke against the ordinance requiring face masks. She stated the she does not trust the science behind the requirement for face coverings. She expressed her concern with the mandate heightening a fear in citizens.

Hope Koestner spoke against the ordinance requiring face masks. The stated that she suffers from severe anxiety and cannot wear a mask. She expressed her concern with being harassed from businesses because she cannot wear one.

David Neal spoke against the ordinance requiring face masks. He stated that doctors are speaking out against the face masks. He also stated that it the Town is not in a state of emergency, then the mandate is null and void.

Amber Walczuk spoke against the ordinance requiring face masks. She explained the science behind why masks should not be required. She stated that her 14th Amendment rights were being violated.

Elizabeth Udy spoke against the ordinance requiring face masks. She stated that the mask issue is dividing the community.

Erica Malachowski spoke against the ordinance requiring face masks. She stated that the mask mandate was rushed and that it is diving the community.

Kelley Johnson spoke against the ordinance requiring face masks. She expressed her concern with the harassment of citizens who cannot wear face coverings due to health reasons.

Laura Blanz spoke against the ordinance requiring face masks. She expressed her concerns with Town Council making decision without looking at the scientific facts that show masks are ineffective.

Corey Allen spoke against the ordinance requiring face masks. He stated that the mandate is a law that cannot be universally enforced. He stated that businesses in the Town are losing business due to the ordinance.

Rik Blanz spoke against the ordinance requiring face masks. He stated that DHEC is misrepresenting the number of positive cases and that the ordinance is setting a dangerous precedent

CJ Westfall spoke against the ordinance requiring face masks. He stated that business owners are facing burdens due to the ordinance. He also stated that the Town should do away with business license fees.

A woman speaking on behalf of Tom Joint spoke against the ordinance requiring face masks. She stated that the small businesses are suffering because of the ordinance. She also expressed her concern with the elderly being harmed by the mandate.

Dayna Paul spoke against the ordinance requiring face masks. She stated that she stands for the freedom to choose whether or not to wear a mask.

Michael McPherson spoke against the ordinance requiring face masks. He stated that the virus is being pushed by fear and that people should use common sense when they are sick.

The Town Clerk then read the public comments received via email for items n the September 10, 2020 Council agenda. The emails are now public record.

There being no further comments, Mayor Ricky Waring closed the public comment portion of the meeting.

PETITIONS:

Mr. Brown made a motion, seconded by Mr. Jenkins, to approve first reading of an ordinance to annex Berkeley County TMS #232-00-02-179 and Dorchester County TMS# 138-00-00-036 located on Berlin G Myers Parkway; currently zoned GC, General Commercial in Berkeley County and CG, General Commercial, in Dorchester County, and will be zoned G-B, General Business, upon annexation in the Town of Summerville's municipal limits. The motion carried unanimously.

PENDING BILLS AND RESOLUTIONS

Mr. Brown made a motion, seconded by Mr. Jenkins, to approve second and final reading of an ordinance to rezone TMS #144-04-13-013, located at 411 Golf Road. Will be zoned from GR-2 General Residential to N-R, Neighborhood Residential. The motion carried unanimously.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to postpone the second and final readings of the following items until the October 8, 2020 Council meeting or to an earlier scheduled Special Called meeting.

a. Ordinance to annex Berkeley County TMS# 208-00-02-013 located off of the Nexton Parkway Interchange and Linda Way, currently zoned HI, Heavy Industrial, and Flex 1, Agricultural in Berkeley County and will be zoned PUD, Planned Development District, upon annexation into the Tow nof Summerville's municipal limits.
b. Ordinance to approve a Proposed Development Agreement for HIC LAND, LLC or its successor in title an authorizing the execution and delivery of a Development Agreement and other instruments, including gthe 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.

The motion to postpone carried unanimously.

INTRODUCTION OF BILLS AND RESOLUTIONS:

Mr. Jenkins made a motion, seconded by Mr. Jackson, to approve first reading on an ordinance to adopt the Comprehensive Plan Update: "Summerville: Our Town, Our Future." Some discussion followed. The motion carried unanimously.

Mr. Jackson made a motion, seconded by Mr. Jenkins, to approve first reading of an ordinance to amend the Summerville Unified Development Ordinance, Chapter 8, Section 8..7.4 Maintenance. The motion carried unanimously.

MISCELLANEOUS
Mr. Jenkins made a motion, seconded by Mr. Jackson, to approve the creation of a new position of Traffic Engineer in the Public Works department. Some discussion followed regarding how the position would be funded. Mr. Bailey made a motion, seconded by Mr. McIntosh, to table items 8B (Traffic Engineer Position) and 8C (amendment of the Town of Summerville Organizational Chart. The motion carried unanimously.

Mr. Jackson made a motion, seconded by Mr. Bailey, to approve an emergency ordinance to temporarily amend Town Ordinances, Section 2-94 and 2-95 to provide that Council meetings, Town Committees, Boards, and Commission be allowed t meet electronically/telephonically and obtain a Quorum by counting a member(s) attending by electronic and or telephonic means The motion carried 6-1, with Mr. McIntosh voting in opposition.

PUBLIC COMMENT (OPEN)
Public comments for the meeting were accepted via email, as well as in person. Ms. Messervy read the public comment received via email. There were no in-person comments.

EXECUTIVE SESSION
Mr. Jenkins made a motion, seconded by Mr. Jackson, to enter into Executive Session to discuss contractual matters related to the consideration of a lease with Summerville Commissioners of Public Works. The motion carried, and Council entered into Executive Session at 8:33pm.

OTHER BUSINESS
Council returned from Executive Session at 8:49pm. Town Attorney GW Parker reported that no action was taken on the contractual matters related to the consideration of a lease with Summerville Commissioners of Public Works.

ADJOURN
There being no further business, the meeting adjourned at 8:50pm on motion of Mr. Jenkins, seconded by Mr. Brown.

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
September 24, 2020

ATTENDANCE

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

LEASE AT 100 WEST RICHARDSON AVE. – SUITE D

This item was postponed until later in the meeting.

LEASE WITH SUMMERVILLE COMMISSIONERS OF PUBLIC WORKS: Mr. Bailey made a motion, seconded by Mr. Jenkins, to approve the lease. Mr. Bailey amended his motion to include the correction of two scribner's errors. The motion to amend carried unanimously. On the original motion, as amended, the motion carried unanimously.

MISCELLANEOUS:

Mr. Jenkins made a motion, seconded by Mr. Brown, to give 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). The motion carried unanimously.

Mr. Jenkins made a motion, seconded by Mr. Jackson, to give second and final reading of an ordinance 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 carried unanimously.

EXECUTIVE SESSION:

Mr. Jenkins made a motion, seconded by Mr. Brown, to enter into Executive Session to receive legal advice on the lease of 100 West Richardson Avenue. The motion carried, and Council entered into Executive Session at 2:06 pm.

Council reconvened at 2:31pm. Town Attorney GW Parker stated that no action was taken in Executive Session on the topic of the least of 100 West Richardson Avenue.

MISCELLANEOUS:

Mr. Jenkins made a motion, seconded by Mr. Brown, to postpone agenda item 2 (lease with 100 West Richardson Avenue) until the October 8, 2020 Council Meeting. The motion carried unanimously.

DISCUSSION OF COMPREHENSIVE PLAN:

Sean Tapia with Houseal and Lavigne presented the proposed Comprehensive Plan for consideration. He reviewed the comments from Councilmembers on the draft document. Council gave their input on their suggested changes.

Walter Bailey made a motion, seconded by Mr. Jenkins, to remove the last sentence from page 53. The motion carried 4-2, with Aaron Brown and Bob Jackson voting in opposition.

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to change "policies" to "strategies." The motion carried 4-2, with Aaron Brown and Bob Jackson voting in opposition.

Mr. Jackson made a motion, seconded by Mr. Jenkins, to accept all of the changes made by Council during the meeting to move along to full Council. The motion carried unanimously.

ADJOURN:

Mr. Jenkins made a motion, seconded by Mr. Jackson, to adjourn. The motion carried unanimously, and the meeting adjourned at 4:39pm.

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
September 28, 2020

ATTENDANCE
Present: Mayor Waring, Councilmembers Terry Jenkins, Walter Bailey, Aaron Brown, Bob Jackson, and Bill McIntosh. Councilmember Garten-Schmidt participated in the meeting virtually. A quorum was present. Public and press were duly notified. The meeting was virtual via Zoom and livestreamed on the Town's website.

CALL TO ORDER Mayor Waring called the meeting to order at 9:00am.

EMERGENCY ORDINANCE REGARDING FACE COVERINGS
Mr. Bailey made a motion, seconded by Mr. Brown, to accept the proposed ordinance (20-0906) as written, with the expiration date of November 12, 2020. Mr. McIntosh made a motion to amend the ordinance to reflect an expiration date of October 31, 2020. There was no second, and the motion failed. Some discussion followed.

Ms. Garten-Schmidt made a motion, seconded by Mr. McIntosh, to amend the proposed face coverings ordinance to reflect an extension only until October 8, 2020, the date of the next Council meeting. Some discussion followed. The motion failed 2-5, with Ms. Garten-Schmidt and Mr. McIntosh voting in opposition.

The original motion to accept the proposed ordinance as written, with the expiration date of November 12, 2020, carried 5-2 with Mr. McIntosh and Ms. Garten-Schmidt voting in opposition.

ADJOURN:
Mr. McIntosh made a motion, seconded by Mr. Bailey, to adjourn. The motion carried unanimously, and the meeting adjourned at 9:18am.

Respectfully submitted:

Beth Messervy, Town Clerk

APPROVED:

Ricky Waring, Mayor

TOWN OF SUMMERVILLE PARKS & RECREATION DEPARTMENT

"Creating Sense of Place Through Parks & Play"

TO: Beth Messervy, Town Clerk

CC: Rebecca Vance, Town Administrator

FROM: Amy Evans, Parks & Recreation Director

DATE: October 6, 2020

RE: October Parks & Recreation Committee Minutes

The Parks & Recreation Committee met on Monday, October 5th, 2020 in the Council Chambers of the Town Hall Annex. Committee members Kima Garten-Schmidt, Aaron Brown, and Chairman Bob Jackson participated in the meeting. Chairman Bob Jackson called the meeting to order at 5:30PM.

1) Skate Park Expansion
   a. Ms. Evans shared her vision for building a custom concrete skatepark where the existing skatepark is now. She shared that the approximate cost to do this is $50 per square foot. The new park would be around 10,000 square feet. This would accommodate approximately 70 skaters at any given time. Ms. Evans shared possible financing options which included grants, a partnership with Dorchester County, fundraising led by the skating community, and a commitment from the Town. Due to funding this would be a 2022 project at the earliest. Ms. Evans stated she felt the next step in pursuing this project would be to get input from the local skating community.
   b. There was some discussion regarding the site and concept. Mr. Jenkins reiterated that a fence would need to be included in any design. Mr. Bailey shared he did not feel the Town could commit financially to this project until knowing additional information about the Town's financial state. It was asked whether the Town owned or leased this property; the Town does own the property. Mr. Jackson recommended Ms. Evans to have additional conversations with Dorchester County and the skating community. No action taken.

2) Doty Park Tennis Lighting

a. Ms. Evans presented a plan to replace all the tennis court lights at Doty Park with LED lights. A ConserFund loan through the SC Office of Regulatory Staff would be used to finance this project over the next ten years. Interest rate would be a fixed 1.5%. The annual installment would be $4,085. Total project amount to be financed is $37,917. The annual energy and maintenance savings are estimated at $6,000. This project would be dependent on the loan approval.
b. Ms. Garten-Schmidt inquired about other Town owned tennis courts. Ms. Evans stated that Azalea would need to be upgraded to LED at some point in the future; the courts on Laurel St. are LEDs. Mr. Brown asked about the new pickleball courts. These do not currently have lighting. Ms. Garten-Schmidt made a motion (seconded by Mr. Brown) to recommend the Doty Park Tennis Lighting to full Council. The motion passed unanimously.

With no other business to discuss, Ms. Garten-Schmidt made a motion (seconded by Mr. Brown) to adjourn. Motion passed unanimously and the meeting adjourned at 5:46 PM.

Sincerely,

Amy Evans
Parks & Recreation Director
Town of Summerville

PLANNING AND DEVELOPMENT COMMITTEE
REPORT for
October 5, 2020
5:30 PM
Town Council Chambers

The Planning and Development Committee of Town Council met on October 5, 2020 immediately following the Parks and Recreation Committee Meeting at 5:30 PM. The meeting was in Town Council Chambers. Committee members present included Bill McIntosh, Council District 4, Bob Jackson, Council District 6, and Terry Jenkins, Council District 2. Staff members present included Rebecca Vance, AICP, Town Administrator; and other Town staff.

The meeting was called to order at 5:45 PM by Mr. McIntosh.

Rezoning:
Mr. McIntosh introduced the petition by South Pointe Ventures, A South Carolina General Partnership, to annex Dorchester County TMS# 138-00-00-015, approximately 15.7 acres, located at South Pointe Boulevard and E. 5th North Street; currently zoned TRM, Transitional Residential District, in Dorchester County, and will be zoned MF-R, Multi-family Residential, upon annexation into the Town of Summerville's municipal limits. (Council District 2) Ms. Vance stated that the Planning Commission held a public hearing and made a recommendation for approval at their meeting on September 21, 2020. Mr. McIntosh stated that it was his understanding that this property was previously brought into Town when the N. Maple Street project was first proposed with the understanding that it would eventually be rezoned once the road was built. Ms. Vance confirmed this, and explained that this property was proposed to be developed in conjunction with the Salisbury tract. The N-MX zoning would allow the developer to expand the commercial portion of that area. Mr. Jackson made a motion to forward this to full Council with a recommendation of approval, and Mr. Jenkins made the second. Mr. McIntosh called for the vote, and the motion passed unanimously.

UDO Amendment:
Ms. Vance introduced the last item on the agenda for the proposed amendments to the Summerville Unified Development Ordinance, Chapter 3, Section 3.4.8.A Drive-Thru/Drive-In Facility (UC-MX). She stated that Planning Commission held a public hearing and made a recommendation for approval at their meeting on September 21, 2020. She noted that this amendment was to address drive-thrus on corner lots, as this was not anticipated when the UDO was adopted. Mr. Brown asked if this amendment would only apply to fast food drive thrus, and Ms. Vance stated that it would apply to any drive-thru or drive-in facility. Mr. Jackson made a motion to recommend approval to full Council, 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 5:51 PM on a motion by Mr. Jackson, and a second by Mr. Jenkins.

Respectfully submitted,

Jessi Shuler, AICP
Director of Planning

October 6, 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
October 5, 2020

The meeting was called to order at 5:57pm 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 in Council Chambers at 200 South Main Street.

Mr. Cornette presented updates on the following projects:

1. **2020 Fall Resurfacing**

Road Name	Subdivision
Sagebrush	Corey Woods
Jasmiine Drive	Corey Woods IV
Duchess Court	Newington Gardens
Freeport Street	Newington Gardens
Westmoreland Street	South Pointe
Smithfield Avenue	Brandymill
Harley Hall Court	Brandymill II
West Carolina Avenue	Historic District

2. **Maple Street.** Michael Baker, Inc is currently conducting right-of-way acquisition for Maple Street. Right-of-way acquisition is expected to be completed Fall 2020. Final construction documents are prepared and was submitted to SCDOT for review in April. Project is expected to be ready to bid in fall of 2020.
3. **Cedar Street Extension**. Cedar Street Extension is in the preliminary design and permitting phase. Survey, environmental and preliminary design work is currently underway. The wetland Jurisdictional Determination was signed and submitted to the Army Corps of Engineers in August. All wetlands were deemed non-jurisdictional.
4. **Central Avenue Sidewalk Project**. J. Bragg Consulting, Inc was selected to design and permit the sidewalk project. Final plans for Phase 1 are currently being worked on and are expected to be completed in the next 30 days.
5. **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 been completed, and preliminary design work is completed and will be presented.

6. **Lee Street Sidewalk Project.** The Town has a design contract with a Mattern & Craig Consulting Engineers to begin design on this sidewalk project. Survey work has been completed and preliminary design work is completed.
7. **North Hickory Street Sidewalk.** Design is completed and has been submitted for permitting and railroad coordination.
8. **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 has secured permitting with SCDOT. Staff has completed and submitted the grant application for the State Rural Infrastructure Grant for $1,409,482 and has be submitted. The grant requires a 25% match, which is $469,827 is the grant is successful.
9. **US-78 North Summerville Drainage Study.** Survey is completed and modelling work has begun with preliminary results are expected in mid-October.
10. **Springview Lane Oakbrook Drainage Study.** Survey was completed and submitted for this project in June. The Preliminary report was received in June 19. Recommendations are to acquire property and construct a detention pond behind the SCDHEC mental health facility on Springview Lane. Also, to dredge the canal behind the theater on Ladson Road, which was completed by Stormwater Department. Final report was submitted in late August. Staff has ordered the survey so design can take place, and ultimately permitting then construction.

b. Millbrook Subdivision New Entrance: Committee Chair Kima Garten-Schmidt requested this item to be placed on the agenda for discussion. She reported that residents in Millbrook and Evergreen are concerned with the number of shootings, speeding, and break-ins. She requested that a study be done by staff to gauge the feasibility of opening up a second entrance off of Bacons Bridge Road. Mr. Bailey agreed with Ms. Garten-Schmidt.

c. South Laurel Street Takeover: Mr. Jenkins requested this item to be placed on the agenda for discussion. He stated that the Town should own this road so that they can lower to speed limit to 25 mph. Mr. Bailey stated that he would like to lower the speed limit to 15mph without purchasing the road. Some discussion followed. Mr. Bailey made a motion, seconded by Mr. McIntosh, to recommend that this item be placed on the agenda for the Council meeting on Thursday, October 8, 2020. The motion carried unanimously.

d. Gahagan Road school crossings and Black Oak sidewalks: Mr. Bailey made a motion, seconded by Mr. McIntosh, for staff to contact SCDOT for installation of a school crossing light, and for staff to organize putting a sidewalk on Black Oak. The motion carried unanimously.

There being no further business, the meeting was adjourned at 6:32pm.

Respectfully submitted,

Beth Messervy

Beth Messervy, Town Clerk

TOWN OF SUMMERVILLE
FINANCE COMMITTEE REPORT
October 5, 2020

The Finance Committee met on Monday, October 5, 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 in Council Chambers at 200 South Main Street.

Welcome	Mayor Waring called the meeting to order at 6:33pm
Presentation of Financial Report	Andrew Shelton presented the September 2020 financial report. The report was accepted as information.
Status of Budget and Audit	Mr. Shelton reported that there will be auditing procedures done by the auditing company over the next month. He stated that the Budget Workshop will be on Friday, October 16th to discuss the 6 month budget as well as the 2021-2022 budget.
Authorizations	Mr. Jackson made a motion, seconded by Ms. Garten-Schmidt, to authorize staff to apply for the ConserFund Loan for Doty Park tennis court lighting. The motion carried unanimously. Mr. McIntosh made a motion, seconded by Mr. Brown, to authorize staff to accept two Highway Safety Traffic Grants, a 100% covered grant for personnel in the Police Department in the amount of $235,703. The motion carried unanimously.
Surplus Vehicles	Mr. Brown made a motion, seconded by Mr. Jackson, to authorize the surplus of Parks and Recreation vehicle R64, a 2002 Ford F150 with 247,870 miles. The motion carried unanimously. Ms. Garten-Schmidt made a motion, seconded by Mr. Bailey, to authorize the surplus of Fire Department vehicles: Car 9, 2006 Ford Crown Victoria with mileage of 115, 622. The motion carried unanimously.
Financial Requisition	Mr. Jackson made a motion, seconded by Mr. Brown, to issue a purchase order to Sanders Brothers Construction in the amount of $346,281.30 for the Fall 2020 Road Resurfacing project. Request from Public Works Department. Funds to come from budgeted capital. The motion carried unanimously. Mr. McIntosh made a motion, seconded by Mr. Jenkins, to authorize staff to spend up to $25,000 of Stormwater Fund Balance for the Corey Woods drainage project. The motion carried unanimously.
Adjourn	Mr. Jenkins made a motion, seconded by Mr. Jackson, to adjourn. The motion carried unanimously, and the meeting adjourned at 6:45pm.

Respectfully submitted,

Beth Messervy

Beth Messervy
Town Clerk

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 20.86 acres owned by Rosemary S. Harper Ward Trust located on N. Maple Street and known as Dorchester TMS# 130-00-00-008 be rezoned to the classification of N-MX, "Neighborhood Mixed-Use" from the classification of AC "Agricultural Conservation."

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

Ratified this _____ day of _____, 2020.

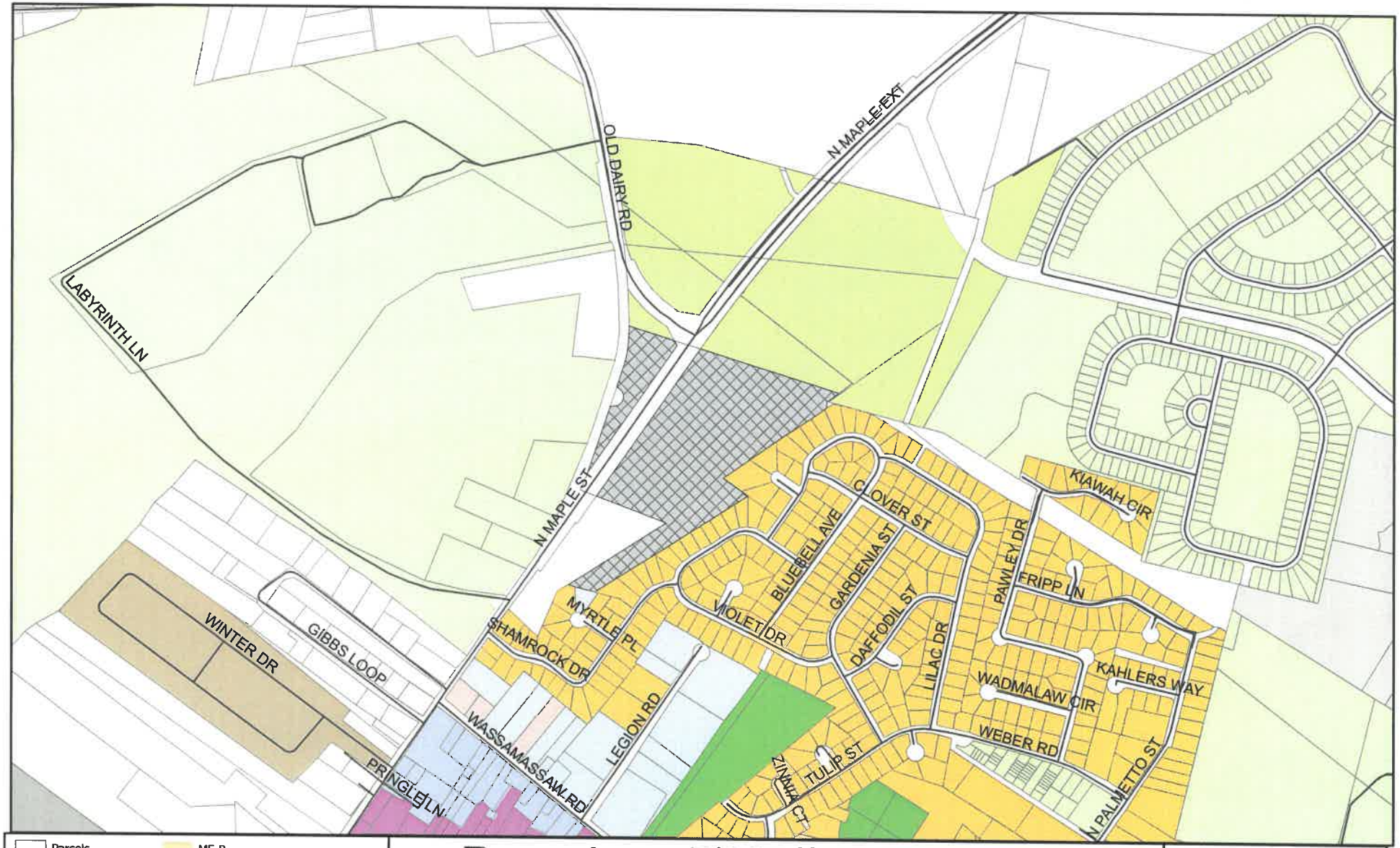
_____
Ricky Waring, Mayor

_____
Beth Messervy, Town Clerk

PUBLIC HEARING: September 21, 2020

FIRST READING: _____

SECOND READING: _____



Parcels

Zoning Districts

- AC
- D-MX
- G-B
- GR-2
- GR-5
- HI
- LI
- MF-R
- MH-R
- N-B
- N-MX
- N-R
- PL
- PUD
- PUD/DA
- UC-MX

Rezoning - TMS# 130-00-00-008
N. Maple Street

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

N

0 0.1 0.2 Mi

ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THE PARCELS OWNED BY MARYMEADE ASSOCIATES, LP,, ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE DEEDS AND RECORDED PLATS ATTACHED HERETO AND INCORPORATED BY REFERENCE:

WHEREAS, the owners of the real estate designated as Berkeley County TMS # 232-00-02-179 and Dorchester County TMS# 138-00-00-036, located on Berlin G. Myers Parkway (approximately 4.70 acres total in two parcels), 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 deeds and recorded plats, 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 properties above described and hereby annexed shall be Zoned G-B "General Business" and be classified as G-B "General Business" under the Zoning Ordinance of the Town of Summerville.

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

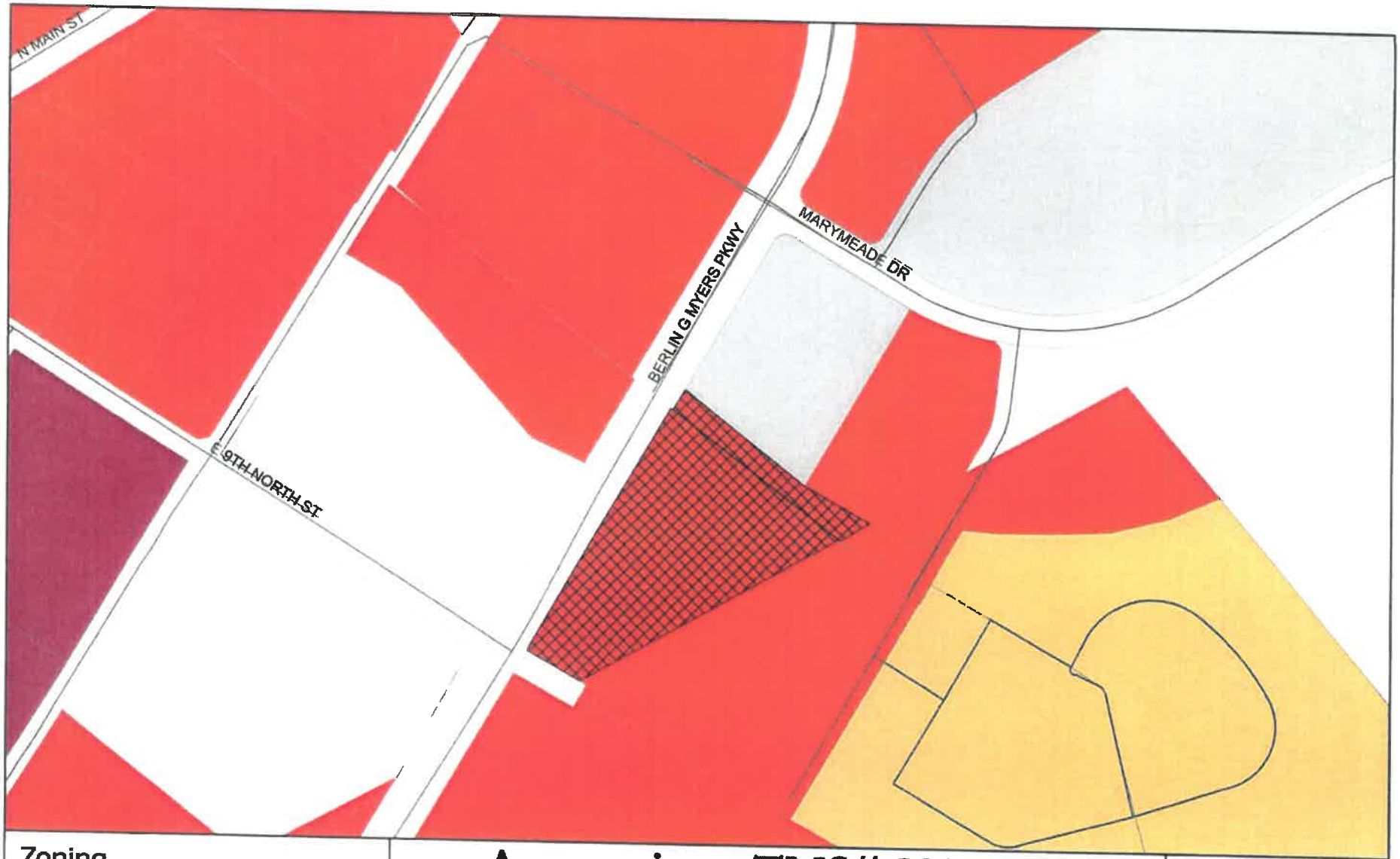
_____
Ricky Waring, Mayor

_____
Beth Messervy, Town Clerk

PUBLIC HEARING: August 17. 2020

FIRST READING: September 10. 2020

SECOND READING: _____



Zoning
- G-B
- LI
- MF-R
- UC-MX
- Annexation Request

Annexation - TMS# 232-00-02-179 and 138-00-00-036

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

2020

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

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0 0.1 0.2 Mi

AN ORDINANCE

TO ADOPT A COMPREHENSIVE PLAN FOR THE TOWN OF SUMMERVILLE, IN ACCORDANCE WITH, THE SOUTH CAROLINA LOCAL GOVERNMENT COMPREHENSIVE PLANNING ENABLING ACT OF 1994, S.C. CODE OF LAWS ANN. § 6-29-510, *et seq*

WHEREAS, the 1994 State of South Carolina Comprehensive Planning Enabling Act (S.C. Code section 6-29-510. et. seq.) requires the development and adoption of a Local Comprehensive Plan that is reviewed and updated as mandated and designed to promote public health, safety, morals, convenience, prosperity of the general welfare as well as the efficiency and economy of the Town, and the Plan must be comprised of certain defined elements, and

WHEREAS, said Act requires the Local Comprehensive Plan be updated no less than every ten (10) years, and

WHEREAS, the Town of Summerville last updated its Comprehensive Plan in the year 2011, and

WHEREAS, the members of the Town's Planning Commission have unanimously recommended to Town Council the adoption as its Comprehensive Plan the document entitled "Summerville: Our Town, Our Future" dated August 18, 2020, and

WHEREAS, it appears to Council that the Plan is comprised of all required elements, is proper in all other material respects, and that the adoption of the Plan is in the best interest of the Town,

THEREFORE,

BE IT ORDAINED, by the Mayor and Council of the Town of Summerville, in Council assembled as follows:

1. Pursuant to Section 6-29-510, South Carolina Code of Laws (1976) et. seq., as amended, Council does hereby adopt, approve and ratify as the Town of Summerville Comprehensive, the document entitled "Summerville: Our Town, Our Future" dated August __, 2020.

2. That should any part of this Comprehensive Plan adopted by this Ordinance be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue to be in full force and effect.

3. The above recitals above are hereby incorporated into this Ordainment to the same extent as if set out verbatim.

IT IS SO ORDAINED THIS _____ DAY OF _____, 2020

_____
Ricky Waring, Mayor

Attest: _____
Beth Messervy, Town Clerk

First Reading: September 10, 2020

Second Reading: _____

AN ORDINANCE

TO AMEND THE SUMMERVILLE UNIFIED DEVELOPMENT ORDINANCE SECTION 8.7.4 MAINTENANCE, TO ADD SUBSECTION (D) ENTITLED DEAD OR DISEASED TREE REMOVAL

WHEREAS, it is the desire of the Town Council of Summerville for the Unified Development Ordinance to promote the health, safety, and general welfare of the town and to maintain and/or improve aesthetic values; and,

WHEREAS, the Unified Development Ordinance in its current form does not contain a provision for the protection of the public from the dangers of dead or diseased trees,

NOW THEREFORE:

BE IT ORDAINED, by the Mayor and Council Members of the Town of Summerville, in Council assembled that the Unified Development Ordinance Section 8.7.4 Maintenance be amended to add the following Subsection (D) entitled Dead of Diseased Tree Removal:

D. Dead or Diseased Tree Removal: The town shall have the right to cause the removal of any dead or diseased trees on private property within the town, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the town. Town staff shall notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice.

It is so Ordained this ____ day of _____ 2020.

_____
Ricky Waring, Mayor

ATTEST:

_____
Beth Messervy, Clerk to Council

Public Hearing: August 17, 2020

First Reading: September 10, 2020

Second Reading: _____

AN ORDINANCE

To amend the Town of Summerville's Code of Ordinances: Chapter 2 – Administration, Article II – Mayor and Council, Division 2 – Mayor, Section 2-62 – Direction of Executive Officers, Section 2-63 – Authority to set meeting agenda.

BE IT ORDAINED, by the Mayor and Town Council of the Town of Summerville in Council assembled, that Article II – Mayor and Council, Division 2 – Mayor, Section 2-62 – Direction of Executive Officers, Section 2-63 – Authority to set meeting agenda are amended so that they will hereafter read.

ARTICLE II. MAYOR AND COUNCIL

DIVISION 2. - MAYOR

Sec. 2-62. - Direction of executive officers.

Council, through the mayor as spokesperson, shall communicate its direction to the town administrator on a day-to-day basis, or as frequently as needed, in a manner consistent with town policies and procedures as established by council.

Sec. 2-63. - Authority to set meeting agenda.

The mayor shall have authority to set the meeting agenda for any regularly scheduled or special called meeting of council, provided that any other member of council shall have the authority to add any item to the agenda for all meetings of town council by requesting that the mayor through town clerk add such item at least forty-eight hours prior to the meeting.

Ratified this _____ day of _____, 2020

_____ _____

Beth Messervy, Town Clerk Ricky Waring, Mayor

FIRST READING: _____

SECOND READING: _____

AN ORDINANCE

To amend the Town of Summerville's Code of Ordinances: Chapter 2 – Administration, Article IV – Officers and Employees, Division 2 – Town Administrator, Section 2-211 – Appointment, Section 2-213 – Supervision, Section 2-214, General duties, responsibilities, and delegation of authority, and Section 2-215 – Authority

BE IT ORDAINED, by the Mayor and Town Council of the Town of Summerville in Council assembled, that Chapter 2 – Administration, Article IV – Officers and Employees, Division 2 – Town Administrator, Section 2-211 – Appointment, Section 2-213 – Supervision, Section 2-214, General duties, responsibilities, and delegation of authority, and Section 2-215 – Authority are amended as follows:

ARTICLE IV. – OFFICERS AND EMPLOYEES

DIVISION 2. - TOWN ADMINISTRATOR

Sec. 2-211. - Appointment.

The mayor and town council, acting collectively, may appoint a town administrator to assist council, and shall fix any such administrator's compensation. The town administrator shall be appointed solely on the basis of such person's executive and administrative qualifications and such other qualities as the mayor and council deem appropriate.

Sec. 2-213. - Supervision.

The town administrator reports directly to town council. The administrator shall also compile information, investigate problems, perform administrative services and offer advice to the mayor and individual members of town council as requested by such council members; provided, however, that in any situation where the administrator deems it appropriate, such request for administrative assistance may be presented to the entire town council for approval.

Sec. 2-214. - General duties, responsibilities and delegation of authority.

The town administrator performs such duties as directed by the mayor and council. Such duties of the administrator may include, but are not limited to, the following:

1. Assist and work collaboratively with the mayor and town council in preparing an annual budget.
2. Recommend organizational changes and assist in formulation of internal plans, programs and policies of the town for consideration of the town council.
3. Supervise all appointed division heads, department heads and their departments as well as any non-department head employees reporting directly to the administrator. Plan, direct, monitor and coordinate activities of all town departments and functions.
4. Coordinates the activities of town government with all other agencies, including other town agencies, county, state and federal agencies.
5. Recommend to town council, the employment of division heads and department heads. The town administrator may suspend any Division Head or Department Head pending further action of council which may include re-instatement, suspension or dismissal. The town administrator may suspend other employees or dismiss other employees after consulting with their department head.
6. Administer the annual budget after adoption by the town council. Administer the town personnel and purchasing policies. Review-and recommend, for approval of town council, policies and procedures for the town financial operations, investments, debt service and for the administrative functions and operational activities of the town, including police, fire, street, planning, stormwater, parks and recreation, vehicle maintenance and other functions of the town.
7. With the assistance of the finance director, monitor the financial condition of the town, estimate present and future financial needs, and report regularly to the town council on the financial condition and needs of the town.
8. Authorize changes in departmental budget line items, provided that the overall departmental appropriation does not change.
9. Review all legal matters affecting the town and work collaboratively with the town attorney.
10. Implement the policies and directives of the town council. Attend all council meetings unless excused by the mayor or unless out of town on town business or too ill to attend such meeting.
11. Delegate to other employees under the administrator's supervision the authority to exercise specific official duties and responsibilities as may be appropriate. With the approval of the mayor and council, the administrator may also designate a qualified employee of the town to act during the administrator's absence. In the absence of the administrator where no such designation has been made, the mayor and council may designate an acting administrator.
12. Select and employ, with the approval of the town council, a person to serve as assistant town administrator, provided that the town council has included funding for such provision in the annual budget.

Sec. 2-215. - Authority.

Except for purposes of inquiry or routine reporting of problems including constituent requests, the individual members of the town council shall deal with employees of the town (other than the town clerk, the town attorney, or any employee designated as assistant to the mayor) only through the administrator. In order to avoid potential liability, deviation from town policies and practices, and conflicting instruction, no individual member of the town council shall give direction

or instruction directly to town employees other than the administrator. The mayor shall provide supervision of and give direction and instruction to any employee designated as assistant to the mayor. As spokesperson for town council, the mayor shall give direction to the town administrator in accordance with Sec. 2-62.

Ratified this _____ day of _____, 2020

_____ _____

Beth Messervy, Town Clerk Ricky Waring, Mayor

FIRST READING: _____

SECOND READING: _____

AN ORDINANCE

TO AMEND THE SUMMERVILLE UNIFIED DEVELOPMENT ORDINANCE, SECTION 3.4.8, SUBSECTION (A) ENTITLED DRIVE-THRU/DRIVE-IN FACILITY (UC-MX), 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 the Summerville Unified Development Ordinance, Section 3.4.8 Vehicular, subsection (A) entitled Drive-Thru/Drive-In Facility (UC-MX) is amended as follows:

3.4.8. Vehicular

A. Drive-Thru/Drive-In Facility (UC-MX)

1. Design Review Required for UC-MX: All new Drive-Through Facilities shall be subject to Design Review and shall be subject to the following standards:

a. Rear Location: Drive-thru service facilities must be located in the rear of properties.

b. May Not Face Primary Street: The drive-thru window shall not be located on the façade of the building facing the primary street.

c. Maximum Stacking: The stacking area may not encroach into the front yard.

d. Maximum Number of Stacking Lanes: 1 (May be increased subject to Design Review)

e. Location of Stacking Lanes: Stacking lanes are prohibited from circulating between the building and the primary street. Stacking lanes circulating between the building and a secondary street may be approved at the discretion of the DRB. If approved by the DRB, screening is required in the form of a knee wall and/or an appropriate amount of landscape planting to screen the lane effectively from view from the public ROW.

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

_____
Richard Waring, Mayor

_____
Beth Messervy, Town Clerk

PUBLIC HEARING: _____

FIRST READING: _____

SECOND READING: _____

COMMERCIAL LEASE AND DEPOSIT RECEIPT

TENANT: JOHNSON & WILSON REAL ESTATE COMPANY, LLC	TERM: FIVE (5) YEARS, FIVE (5) MONTHS
DATE SIGNED:	INITIAL MONTHLY RENT: $1,400.00 + $176.52 CAM
EFFECTIVE DATE: OCTOBER 1, 2020	EXPIRATION DATE: FEBRUARY 28, 2026

RECEIVED FROM JOHNSON & WILSON REAL ESTATE COMPANY, LLC, 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:

	RECEIVED	PAYABLE PRIOR OCCUPANCY
Rent for the period from 3/1/21 - 3/31/21	$ 1,576.52	$
Last month's rental.....	$	$
Security deposit.....	$ 1,576.52	$
Key deposit.....	$	$
Cleaning charge.....	$	$
Other…….....	$	$
TOTAL.....	$ 3,153.04	$

STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER THIS COMMERCIAL LEASE AND DEPOSIT RECEIPT (hereinafter referred to as the "Lease") entered into this _____Day of September 2020, between JOHNSON & WILSON REAL ESTATE COMPANY, LLC, 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, Five (5) Months, beginning October 1, 2020 and ending February 28, 2026 (hereinafter referred to as the "Lease Term").

Provided that Tenant is not in default under any of the terms and conditions of this lease, including payment, Tenant may have One (1), Three (3) Year option to lease the subject property. However, Tenant must give Landlord and/or Landlord's Agent written notice of its intent to exercise said options at least sixty (60) days prior to the end of the original lease term or the first option period, whichever applies. Rent for the option periods shall

increase by 1.5% per annum. Should Tenant miss the deadline for exercising its option to renew or choose not to exercise any of its options, then the lease shall become a month-to-month lease upon the expiration of the lease term, or any prior renewals thereof. If Tenant fails to exercise any of its options and the lease calls for a rent increase during any option period, then the rent increase(s) set forth in the option period(s) shall automatically take effect; however, the lease will still be on a month-to-month basis.

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 FOUR HUNDRED and 00/100 DOLLARS ($1,400.00). 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 – February 28, 2021, Monthly Base Rental shall be abated
Year 1, March 1, 2021 – February 28, 2022, Monthly Base Rental shall be $1,400.00
Year 2, March 1, 2022 – February 28, 2023, Monthly Base Rental shall be $1,421.00
Year 3, March 1, 2023 – February 29, 2024, Monthly Base Rental shall be $1,442.32
Year 4, March 1, 2024 – February 28, 2025, Monthly Base Rental shall be $1,463.95
Year 5, March 1, 2025 – February 28, 2026, Monthly Base Rental shall be $1,485.91

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 boutique real estate office and specialty treat shop, 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.

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. Tenant shall remove all signage from windows and doors upon vacating the Leased Premises. Should Tenant use a sign panel on a monument sign or an installed sign, Tenant shall have the sign panel returned to a blank panel upon vacating the Leased Premises.

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 (1st) of the month and is considered late if not received by the Fifth (5th) of each month. A ten percent (10%) late charge shall be incurred for any rents received after the fifth (5th) 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 agent and Tiffany Johnson Wilson of Johnson and Wilson Real Estate Company, LLC is the leasing agent for this Lease and any renewals, expansions, or relocations thereof. Landlord to pay agent in accordance with listing agreement currently in effect.

C. NOTICES:

Landlord: RE/MAX Pro Realty
9209 University Blvd.
N. Charleston, SC 29406
Phone: (843)-767-7777
E-mail: robert@robertpratt.com

Tenant: Johnson & Wilson Real Estate Company
Attn: Tiffany Johnson Wilson
100 W. Richardson Ave., Suite D
Summerville, SC 29483
Phone: (843) 486-1600
E-mail: tiffany@johnsonandwilson.com

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

Agent: Johnson & Wilson Real Estate Company
ATTN: Tiffany Johnson Wilson
1830 Savannah Highway
Charleston, SC 29407
Phone: (843) 486-1600
E-mail: tiffany@johnsonandwilson.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. Tenant shall be responsible for it's own interior upfitting of the Leased Premises, to include but is not limited to installation of additional lighting, new floor coverings, fresh paint, remodeling of the existing restroom, and removal of a non-load bearing wall. Improvements shall also include addition of wall partitions to create 4 private offices with glass doors and glass transoms; addition of a small kitchenette (no stove to be installed), installation of data lines and additional electrical outlets, replacement of ceiling tile grid currently painted blue, replacement of interior doors and installation of live green wall and virtual screens. Tenant shall also pressure was the exterior and awning. Tenant shall use only licensed and insured contractors for completion of all interior upfitting.

G. Landlord reserves the right to terminate the Lease Agreement at any time, provided Landlord submits written Six (6) Month notification of the termination to Tenant. Should Landlord exercise this Termination Option, Tenant's Monthly Base Rental for the Six (6) Month period from notification to vacancy shall be abated in its entirety.

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: JOHNSON & WILSON REAL ESTATE COMPANY, LLC

_____ By:_____

WITNESS:

Name: _____

Its: _____

Date: _____

Landlord: TOWN OF SUMMERVILLE

By:_____

WITNESS:

Name: _____
Its: _____

Date: _____

The undersigned hereby personally guarantees this Lease and all of the terms and conditions contained herein, including terms of payment, during the original Lease Term and for any amendments, options, extensions, renewals, relocations, or expansions thereof.

_____ _____, Personally
WITNESS Tiffany Johnson Wilson

Home Address:_____
Phone:_____
E-mail:_____

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 and Dorchester County are experiencing a dramatic increase in the number of identified new COVID-19 cases. As of October 7, 2020, the South Carolina Department of Health and Environmental Control ("DHEC") is reporting that there have been 152,970 confirmed COVID-19 cases and 3,471 confirmed COVID-19 deaths in the State. In Dorchester county as of October 7, 2020, there have been 4, 308 cases and 90 deaths; 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, on September 10, 2020, Town Council enacted Emergency Ordinance 20-0902 which provided, inter alia, a renewal term not to exceed 61 days and Council has determined the Ordinance should be extended for an additional period of time; 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 8th day of October, 2020 and shall expire at 11:59 pm on the 12th day of November, 2020 unless renewed or sooner terminated by Council,

IT IS SO ORDAINED!

Date: _____

_____
Ricky Waring, Mayor

Attest:

_____
Beth Messervy, Town Clerk

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
September 10, 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. Public and press were duly notified. The meeting took place in-person in Council Chambers.

CALL TO ORDER
The regular monthly meeting of Summerville Town Council was called to order at 6:00pm on Thursday, September 10, 2020 by Mayor Waring. The meeting was opened with prayer led by Councilmember Kima Garten-Schmidt, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES
Mr. Jackson made a motion, seconded by Mr. Jenkins, to approve the combined minutes of the Town Council meeting on August 13, 2020; the special called Council meeting on September 2, 2020; and the Standing Committee meetings on September 8, 2020. The motion carried unanimously and the minutes were accepted into record.

AGENDA CHANGE
Mr. Jenkins made a motion, seconded by Mr. Bailey, to move item 8e (emergency ordinance regarding face coverings) to the beginning of the agenda, directly following the first public comment. The motion carried unanimously.

PUBLIC COMMENT (Items on the September 10, 2020 agenda only)
Due to limited seating in Council Chambers, public comments were accepted via email; public comment was also open to members of the public who attending the meeting in - person.

Joel Arenson spoke on behalf of the residents of Del Webb Nexton. He expressed his concern with an item in the Development Agreement for the HIC, LLC land near his subdivision. He would like the notation for the buffer to reflect "in a natural state."

Angela Meinke spoke against the ordinance requiring face masks. She is concerned about the future of small businesses while implementing the ordinance.

Amy Lima spoke against the ordinance requiring face coverings. She presented scientific research in support of masks not being effective against Covid.

Diane Frankenberger spoke in favor the ordinance requiring face coverings. She stated that while she does not like wearing a mask, she is in favor of the ordinance because it has kept her employees and her customers safe. .

Will Barton spoke against the ordinance requiring face masks. He stated that he was intentionally breaking the ordinance by not wearing a mask to the meeting. His concern is with people who cannot wear masks due to anxiety and panic.

Dr. McNabb spoke against the ordinance requiring face masks. She stated the she does not trust the science behind the requirement for face coverings. She expressed her concern with the mandate heightening a fear in citizens.

Hope Koestner spoke against the ordinance requiring face masks. The stated that she suffers from severe anxiety and cannot wear a mask. She expressed her concern with being harassed from businesses because she cannot wear one.

David Neal spoke against the ordinance requiring face masks. He stated that doctors are speaking out against the face masks. He also stated that it the Town is not in a state of emergency, then the mandate is null and void.

Amber Walczuk spoke against the ordinance requiring face masks. She explained the science behind why masks should not be required. She stated that her 14th Amendment rights were being violated.

Elizabeth Udy spoke against the ordinance requiring face masks. She stated that the mask issue is dividing the community.

Erica Malachowski spoke against the ordinance requiring face masks. She stated that the mask mandate was rushed and that it is diving the community.

Kelley Johnson spoke against the ordinance requiring face masks. She expressed her concern with the harassment of citizens who cannot wear face coverings due to health reasons.

Laura Blanz spoke against the ordinance requiring face masks. She expressed her concerns with Town Council making decision without looking at the scientific facts that show masks are ineffective.

Corey Allen spoke against the ordinance requiring face masks. He stated that the mandate is a law that cannot be universally enforced. He stated that businesses in the Town are losing business due to the ordinance.

Rik Blanz spoke against the ordinance requiring face masks. He stated that DHEC is misrepresenting the number of positive cases and that the ordinance is setting a dangerous precedent

CJ Westfall spoke against the ordinance requiring face masks. He stated that business owners are facing burdens due to the ordinance. He also stated that the Town should do away with business license fees.

A woman speaking on behalf of Tom Joint spoke against the ordinance requiring face masks. She stated that the small businesses are suffering because of the ordinance. She also expressed her concern with the elderly being harmed by the mandate.

Dayna Paul spoke against the ordinance requiring face masks. She stated that she stands for the freedom to choose whether or not to wear a mask.

Michael McPherson spoke against the ordinance requiring face masks. He stated that the virus is being pushed by fear and that people should use common sense when they are sick.

The Town Clerk then read the public comments received via email for items n the September 10, 2020 Council agenda. The emails are now public record.

There being no further comments, Mayor Ricky Waring closed the public comment portion of the meeting.

PETITIONS:

Mr. Brown made a motion, seconded by Mr. Jenkins, to approve first reading of an ordinance to annex Berkeley County TMS #232-00-02-179 and Dorchester County TMS# 138-00-00-036 located on Berlin G Myers Parkway; currently zoned GC, General Commercial in Berkeley County and CG, General Commercial, in Dorchester County, and will be zoned G-B, General Business, upon annexation in the Town of Summerville's municipal limits. The motion carried unanimously.

PENDING BILLS AND RESOLUTIONS

Mr. Brown made a motion, seconded by Mr. Jenkins, to approve second and final reading of an ordinance to rezone TMS #144-04-13-013, located at 411 Golf Road. Will be zoned from GR-2 General Residential to N-R, Neighborhood Residential. The motion carried unanimously.

Mr. Jenkins made a motion, seconded by Mr. Bailey, to postpone the second and final readings of the following items until the October 8, 2020 Council meeting or to an earlier scheduled Special Called meeting.

a. Ordinance to annex Berkeley County TMS# 208-00-02-013 located off of the Nexton Parkway Interchange and Linda Way, currently zoned HI, Heavy Industrial, and Flex 1, Agricultural in Berkeley County and will be zoned PUD, Planned Development District, upon annexation into the Tow nof Summerville's municipal limits.
b. Ordinance to approve a Proposed Development Agreement for HIC LAND, LLC or its successor in title an authorizing the execution and delivery of a Development Agreement and other instruments, including gthe 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.

The motion to postpone carried unanimously.

INTRODUCTION OF BILLS AND RESOLUTIONS:

Mr. Jenkins made a motion, seconded by Mr. Jackson, to approve first reading on an ordinance to adopt the Comprehensive Plan Update: "Summerville: Our Town, Our Future." Some discussion followed. The motion carried unanimously.

Mr. Jackson made a motion, seconded by Mr. Jenkins, to approve first reading of an ordinance to amend the Summerville Unified Development Ordinance, Chapter 8, Section 8..7.4 Maintenance. The motion carried unanimously.

MISCELLANEOUS
Mr. Jenkins made a motion, seconded by Mr. Jackson, to approve the creation of a new position of Traffic Engineer in the Public Works department. Some discussion followed regarding how the position would be funded. Mr. Bailey made a motion, seconded by Mr. McIntosh, to table items 8B (Traffic Engineer Position) and 8C (amendment of the Town of Summerville Organizational Chart. The motion carried unanimously.

Mr. Jackson made a motion, seconded by Mr. Bailey, to approve an emergency ordinance to temporarily amend Town Ordinances, Section 2-94 and 2-95 to provide that Council meetings, Town Committees, Boards, and Commission be allowed t meet electronically/telephonically and obtain a Quorum by counting a member(s) attending by electronic and or telephonic means The motion carried 6-1, with Mr. McIntosh voting in opposition.

PUBLIC COMMENT (OPEN)
Public comments for the meeting were accepted via email, as well as in person. Ms. Messervy read the public comment received via email. There were no in-person comments.

EXECUTIVE SESSION
Mr. Jenkins made a motion, seconded by Mr. Jackson, to enter into Executive Session to discuss contractual matters related to the consideration of a lease with Summerville Commissioners of Public Works. The motion carried, and Council entered into Executive Session at 8:33pm.

OTHER BUSINESS
Council returned from Executive Session at 8:49pm. Town Attorney GW Parker reported that no action was taken on the contractual matters related to the consideration of a lease with Summerville Commissioners of Public Works.

ADJOURN
There being no further business, the meeting adjourned at 8:50pm on motion of Mr. Jenkins, seconded by Mr. Brown.

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
September 24, 2020

ATTENDANCE

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

LEASE AT 100 WEST RICHARDSON AVE. – SUITE D

This item was postponed until later in the meeting.

LEASE WITH SUMMERVILLE COMMISSIONERS OF PUBLIC WORKS: Mr. Bailey made a motion, seconded by Mr. Jenkins, to approve the lease. Mr. Bailey amended his motion to include the correction of two scribner's errors. The motion to amend carried unanimously. On the original motion, as amended, the motion carried unanimously.

MISCELLANEOUS:

Mr. Jenkins made a motion, seconded by Mr. Brown, to give 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). The motion carried unanimously.

Mr. Jenkins made a motion, seconded by Mr. Jackson, to give second and final reading of an ordinance 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 carried unanimously.

EXECUTIVE SESSION:

Mr. Jenkins made a motion, seconded by Mr. Brown, to enter into Executive Session to receive legal advice on the lease of 100 West Richardson Avenue. The motion carried, and Council entered into Executive Session at 2:06 pm.

Council reconvened at 2:31pm. Town Attorney GW Parker stated that no action was taken in Executive Session on the topic of the least of 100 West Richardson Avenue.

MISCELLANEOUS:

Mr. Jenkins made a motion, seconded by Mr. Brown, to postpone agenda item 2 (lease with 100 West Richardson Avenue) until the October 8, 2020 Council Meeting. The motion carried unanimously.

DISCUSSION OF COMPREHENSIVE PLAN:

Sean Tapia with Houseal and Lavigne presented the proposed Comprehensive Plan for consideration. He reviewed the comments from Councilmembers on the draft document. Council gave their input on their suggested changes.

Walter Bailey made a motion, seconded by Mr. Jenkins, to remove the last sentence from page 53. The motion carried 4-2, with Aaron Brown and Bob Jackson voting in opposition.

Mr. McIntosh made a motion, seconded by Mr. Jenkins, to change "policies" to "strategies." The motion carried 4-2, with Aaron Brown and Bob Jackson voting in opposition.

Mr. Jackson made a motion, seconded by Mr. Jenkins, to accept all of the changes made by Council during the meeting to move along to full Council. The motion carried unanimously.

ADJOURN:

Mr. Jenkins made a motion, seconded by Mr. Jackson, to adjourn. The motion carried unanimously, and the meeting adjourned at 4:39pm.

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
September 28, 2020

ATTENDANCE
Present: Mayor Waring, Councilmembers Terry Jenkins, Walter Bailey, Aaron Brown, Bob Jackson, and Bill McIntosh. Councilmember Garten-Schmidt participated in the meeting virtually. A quorum was present. Public and press were duly notified. The meeting was virtual via Zoom and livestreamed on the Town's website.

CALL TO ORDER Mayor Waring called the meeting to order at 9:00am.

EMERGENCY ORDINANCE REGARDING FACE COVERINGS
Mr. Bailey made a motion, seconded by Mr. Brown, to accept the proposed ordinance (20-0906) as written, with the expiration date of November 12, 2020. Mr. McIntosh made a motion to amend the ordinance to reflect an expiration date of October 31, 2020. There was no second, and the motion failed. Some discussion followed.

Ms. Garten-Schmidt made a motion, seconded by Mr. McIntosh, to amend the proposed face coverings ordinance to reflect an extension only until October 8, 2020, the date of the next Council meeting. Some discussion followed. The motion failed 2-5, with Ms. Garten-Schmidt and Mr. McIntosh voting in opposition.

The original motion to accept the proposed ordinance as written, with the expiration date of November 12, 2020, carried 5-2 with Mr. McIntosh and Ms. Garten-Schmidt voting in opposition.

ADJOURN:
Mr. McIntosh made a motion, seconded by Mr. Bailey, to adjourn. The motion carried unanimously, and the meeting adjourned at 9:18am.

Respectfully submitted:

Beth Messervy, Town Clerk

APPROVED:

Ricky Waring, Mayor

TOWN OF SUMMERVILLE PARKS & RECREATION DEPARTMENT

"Creating Sense of Place Through Parks & Play"

TO: Beth Messervy, Town Clerk

CC: Rebecca Vance, Town Administrator

FROM: Amy Evans, Parks & Recreation Director

DATE: October 6, 2020

RE: October Parks & Recreation Committee Minutes

The Parks & Recreation Committee met on Monday, October 5th, 2020 in the Council Chambers of the Town Hall Annex. Committee members Kima Garten-Schmidt, Aaron Brown, and Chairman Bob Jackson participated in the meeting. Chairman Bob Jackson called the meeting to order at 5:30PM.

1) Skate Park Expansion
   a. Ms. Evans shared her vision for building a custom concrete skatepark where the existing skatepark is now. She shared that the approximate cost to do this is $50 per square foot. The new park would be around 10,000 square feet. This would accommodate approximately 70 skaters at any given time. Ms. Evans shared possible financing options which included grants, a partnership with Dorchester County, fundraising led by the skating community, and a commitment from the Town. Due to funding this would be a 2022 project at the earliest. Ms. Evans stated she felt the next step in pursuing this project would be to get input from the local skating community.
   b. There was some discussion regarding the site and concept. Mr. Jenkins reiterated that a fence would need to be included in any design. Mr. Bailey shared he did not feel the Town could commit financially to this project until knowing additional information about the Town's financial state. It was asked whether the Town owned or leased this property; the Town does own the property. Mr. Jackson recommended Ms. Evans to have additional conversations with Dorchester County and the skating community. No action taken.

2) Doty Park Tennis Lighting

a. Ms. Evans presented a plan to replace all the tennis court lights at Doty Park with LED lights. A ConserFund loan through the SC Office of Regulatory Staff would be used to finance this project over the next ten years. Interest rate would be a fixed 1.5%. The annual installment would be $4,085. Total project amount to be financed is $37,917. The annual energy and maintenance savings are estimated at $6,000. This project would be dependent on the loan approval.
b. Ms. Garten-Schmidt inquired about other Town owned tennis courts. Ms. Evans stated that Azalea would need to be upgraded to LED at some point in the future; the courts on Laurel St. are LEDs. Mr. Brown asked about the new pickleball courts. These do not currently have lighting. Ms. Garten-Schmidt made a motion (seconded by Mr. Brown) to recommend the Doty Park Tennis Lighting to full Council. The motion passed unanimously.

With no other business to discuss, Ms. Garten-Schmidt made a motion (seconded by Mr. Brown) to adjourn. Motion passed unanimously and the meeting adjourned at 5:46 PM.

Sincerely,

Amy Evans
Parks & Recreation Director
Town of Summerville

PLANNING AND DEVELOPMENT COMMITTEE
REPORT for
October 5, 2020
5:30 PM
Town Council Chambers

The Planning and Development Committee of Town Council met on October 5, 2020 immediately following the Parks and Recreation Committee Meeting at 5:30 PM. The meeting was in Town Council Chambers. Committee members present included Bill McIntosh, Council District 4, Bob Jackson, Council District 6, and Terry Jenkins, Council District 2. Staff members present included Rebecca Vance, AICP, Town Administrator; and other Town staff.

The meeting was called to order at 5:45 PM by Mr. McIntosh.

Rezoning:
Mr. McIntosh introduced the petition by South Pointe Ventures, A South Carolina General Partnership, to annex Dorchester County TMS# 138-00-00-015, approximately 15.7 acres, located at South Pointe Boulevard and E. 5th North Street; currently zoned TRM, Transitional Residential District, in Dorchester County, and will be zoned MF-R, Multi-family Residential, upon annexation into the Town of Summerville's municipal limits. (Council District 2) Ms. Vance stated that the Planning Commission held a public hearing and made a recommendation for approval at their meeting on September 21, 2020. Mr. McIntosh stated that it was his understanding that this property was previously brought into Town when the N. Maple Street project was first proposed with the understanding that it would eventually be rezoned once the road was built. Ms. Vance confirmed this, and explained that this property was proposed to be developed in conjunction with the Salisbury tract. The N-MX zoning would allow the developer to expand the commercial portion of that area. Mr. Jackson made a motion to forward this to full Council with a recommendation of approval, and Mr. Jenkins made the second. Mr. McIntosh called for the vote, and the motion passed unanimously.

UDO Amendment:
Ms. Vance introduced the last item on the agenda for the proposed amendments to the Summerville Unified Development Ordinance, Chapter 3, Section 3.4.8.A Drive-Thru/Drive-In Facility (UC-MX). She stated that Planning Commission held a public hearing and made a recommendation for approval at their meeting on September 21, 2020. She noted that this amendment was to address drive-thrus on corner lots, as this was not anticipated when the UDO was adopted. Mr. Brown asked if this amendment would only apply to fast food drive thrus, and Ms. Vance stated that it would apply to any drive-thru or drive-in facility. Mr. Jackson made a motion to recommend approval to full Council, 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 5:51 PM on a motion by Mr. Jackson, and a second by Mr. Jenkins.

Respectfully submitted,

Jessi Shuler, AICP
Director of Planning

October 6, 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
October 5, 2020

The meeting was called to order at 5:57pm 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 in Council Chambers at 200 South Main Street.

Mr. Cornette presented updates on the following projects:

1. **2020 Fall Resurfacing**

Road Name	Subdivision
Sagebrush	Corey Woods
Jasmiine Drive	Corey Woods IV
Duchess Court	Newington Gardens
Freeport Street	Newington Gardens
Westmoreland Street	South Pointe
Smithfield Avenue	Brandymill
Harley Hall Court	Brandymill II
West Carolina Avenue	Historic District

2. **Maple Street.** Michael Baker, Inc is currently conducting right-of-way acquisition for Maple Street. Right-of-way acquisition is expected to be completed Fall 2020. Final construction documents are prepared and was submitted to SCDOT for review in April. Project is expected to be ready to bid in fall of 2020.
3. **Cedar Street Extension**. Cedar Street Extension is in the preliminary design and permitting phase. Survey, environmental and preliminary design work is currently underway. The wetland Jurisdictional Determination was signed and submitted to the Army Corps of Engineers in August. All wetlands were deemed non-jurisdictional.
4. **Central Avenue Sidewalk Project**. J. Bragg Consulting, Inc was selected to design and permit the sidewalk project. Final plans for Phase 1 are currently being worked on and are expected to be completed in the next 30 days.
5. **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 been completed, and preliminary design work is completed and will be presented.

6. **Lee Street Sidewalk Project.** The Town has a design contract with a Mattern & Craig Consulting Engineers to begin design on this sidewalk project. Survey work has been completed and preliminary design work is completed.
7. **North Hickory Street Sidewalk.** Design is completed and has been submitted for permitting and railroad coordination.
8. **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 has secured permitting with SCDOT. Staff has completed and submitted the grant application for the State Rural Infrastructure Grant for $1,409,482 and has be submitted. The grant requires a 25% match, which is $469,827 is the grant is successful.
9. **US-78 North Summerville Drainage Study.** Survey is completed and modelling work has begun with preliminary results are expected in mid-October.
10. **Springview Lane Oakbrook Drainage Study.** Survey was completed and submitted for this project in June. The Preliminary report was received in June 19. Recommendations are to acquire property and construct a detention pond behind the SCDHEC mental health facility on Springview Lane. Also, to dredge the canal behind the theater on Ladson Road, which was completed by Stormwater Department. Final report was submitted in late August. Staff has ordered the survey so design can take place, and ultimately permitting then construction.

b. Millbrook Subdivision New Entrance: Committee Chair Kima Garten-Schmidt requested this item to be placed on the agenda for discussion. She reported that residents in Millbrook and Evergreen are concerned with the number of shootings, speeding, and break-ins. She requested that a study be done by staff to gauge the feasibility of opening up a second entrance off of Bacons Bridge Road. Mr. Bailey agreed with Ms. Garten-Schmidt.

c. South Laurel Street Takeover: Mr. Jenkins requested this item to be placed on the agenda for discussion. He stated that the Town should own this road so that they can lower to speed limit to 25 mph. Mr. Bailey stated that he would like to lower the speed limit to 15mph without purchasing the road. Some discussion followed. Mr. Bailey made a motion, seconded by Mr. McIntosh, to recommend that this item be placed on the agenda for the Council meeting on Thursday, October 8, 2020. The motion carried unanimously.

d. Gahagan Road school crossings and Black Oak sidewalks: Mr. Bailey made a motion, seconded by Mr. McIntosh, for staff to contact SCDOT for installation of a school crossing light, and for staff to organize putting a sidewalk on Black Oak. The motion carried unanimously.

There being no further business, the meeting was adjourned at 6:32pm.

Respectfully submitted,

Beth Messervy

Beth Messervy, Town Clerk

TOWN OF SUMMERVILLE
FINANCE COMMITTEE REPORT
October 5, 2020

The Finance Committee met on Monday, October 5, 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 in Council Chambers at 200 South Main Street.

Welcome	Mayor Waring called the meeting to order at 6:33pm
Presentation of Financial Report	Andrew Shelton presented the September 2020 financial report. The report was accepted as information.
Status of Budget and Audit	Mr. Shelton reported that there will be auditing procedures done by the auditing company over the next month. He stated that the Budget Workshop will be on Friday, October 16th to discuss the 6 month budget as well as the 2021-2022 budget.
Authorizations	Mr. Jackson made a motion, seconded by Ms. Garten-Schmidt, to authorize staff to apply for the ConserFund Loan for Doty Park tennis court lighting. The motion carried unanimously. Mr. McIntosh made a motion, seconded by Mr. Brown, to authorize staff to accept two Highway Safety Traffic Grants, a 100% covered grant for personnel in the Police Department in the amount of $235,703. The motion carried unanimously.
Surplus Vehicles	Mr. Brown made a motion, seconded by Mr. Jackson, to authorize the surplus of Parks and Recreation vehicle R64, a 2002 Ford F150 with 247,870 miles. The motion carried unanimously. Ms. Garten-Schmidt made a motion, seconded by Mr. Bailey, to authorize the surplus of Fire Department vehicles: Car 9, 2006 Ford Crown Victoria with mileage of 115, 622. The motion carried unanimously.
Financial Requisition	Mr. Jackson made a motion, seconded by Mr. Brown, to issue a purchase order to Sanders Brothers Construction in the amount of $346,281.30 for the Fall 2020 Road Resurfacing project. Request from Public Works Department. Funds to come from budgeted capital. The motion carried unanimously. Mr. McIntosh made a motion, seconded by Mr. Jenkins, to authorize staff to spend up to $25,000 of Stormwater Fund Balance for the Corey Woods drainage project. The motion carried unanimously.
Adjourn	Mr. Jenkins made a motion, seconded by Mr. Jackson, to adjourn. The motion carried unanimously, and the meeting adjourned at 6:45pm.

Respectfully submitted,

Beth Messervy

Beth Messervy
Town Clerk

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 20.86 acres owned by Rosemary S. Harper Ward Trust located on N. Maple Street and known as Dorchester TMS# 130-00-00-008 be rezoned to the classification of N-MX, "Neighborhood Mixed-Use" from the classification of AC "Agricultural Conservation."

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

Ratified this _____ day of _____, 2020.

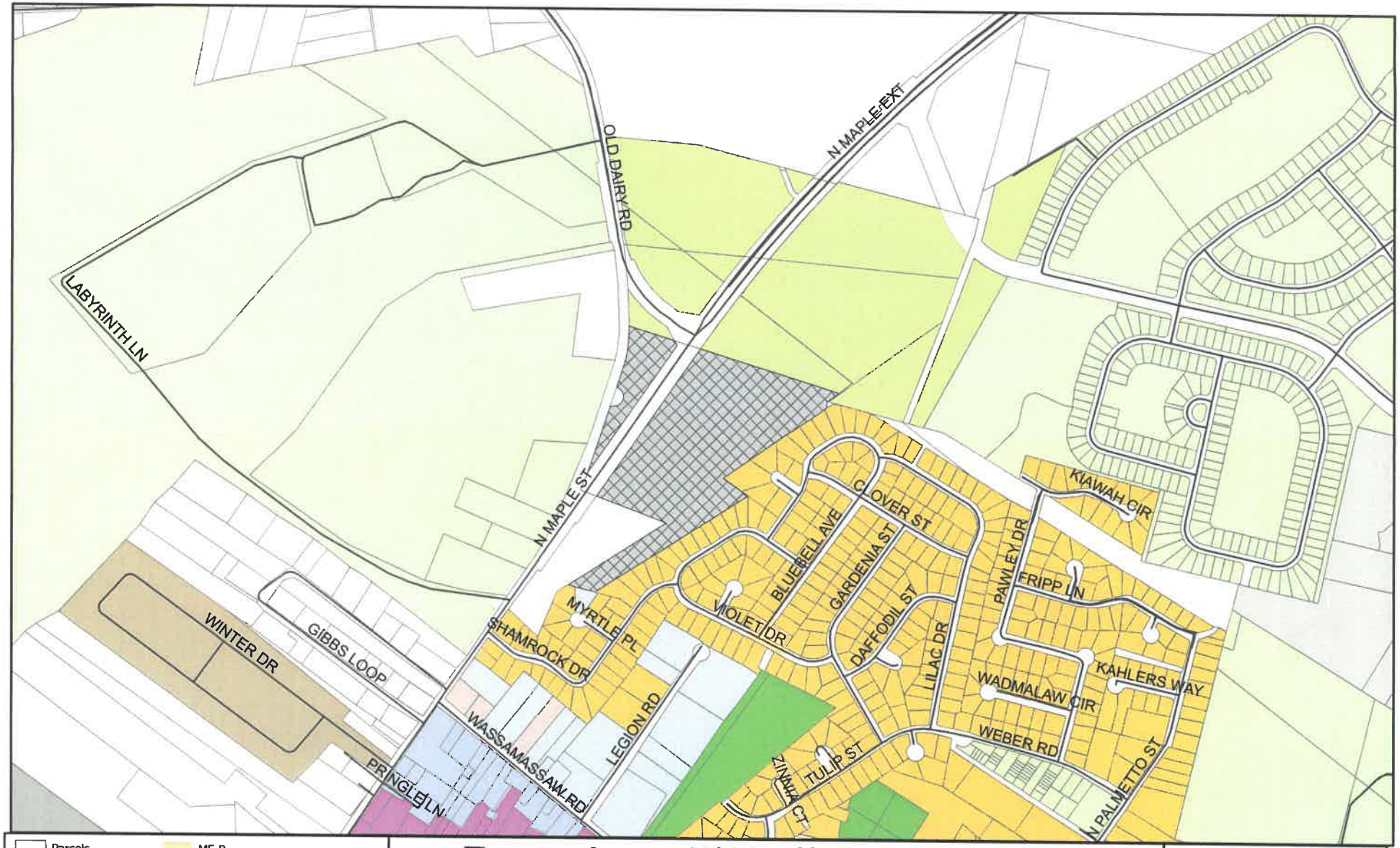
_____
Ricky Waring, Mayor

_____
Beth Messervy, Town Clerk

PUBLIC HEARING: September 21, 2020

FIRST READING: _____

SECOND READING: _____



Parcels

Zoning Districts

- AC
- D-MX
- G-B
- GR-2
- GR-5
- HI
- LI
- MF-R
- MH-R
- N-B
- N-MX
- N-R
- PL
- PUD
- PUD/DA
- UC-MX

Rezoning - TMS# 130-00-00-008
N. Maple Street

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

2020

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

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0 0.1 0.2 Mi

ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THE PARCELS OWNED BY MARYMEADE ASSOCIATES, LP,, ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE DEEDS AND RECORDED PLATS ATTACHED HERETO AND INCORPORATED BY REFERENCE:

WHEREAS, the owners of the real estate designated as Berkeley County TMS # 232-00-02-179 and Dorchester County TMS# 138-00-00-036, located on Berlin G. Myers Parkway (approximately 4.70 acres total in two parcels), 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 deeds and recorded plats, 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 properties above described and hereby annexed shall be Zoned G-B "General Business" and be classified as G-B "General Business" under the Zoning Ordinance of the Town of Summerville.

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

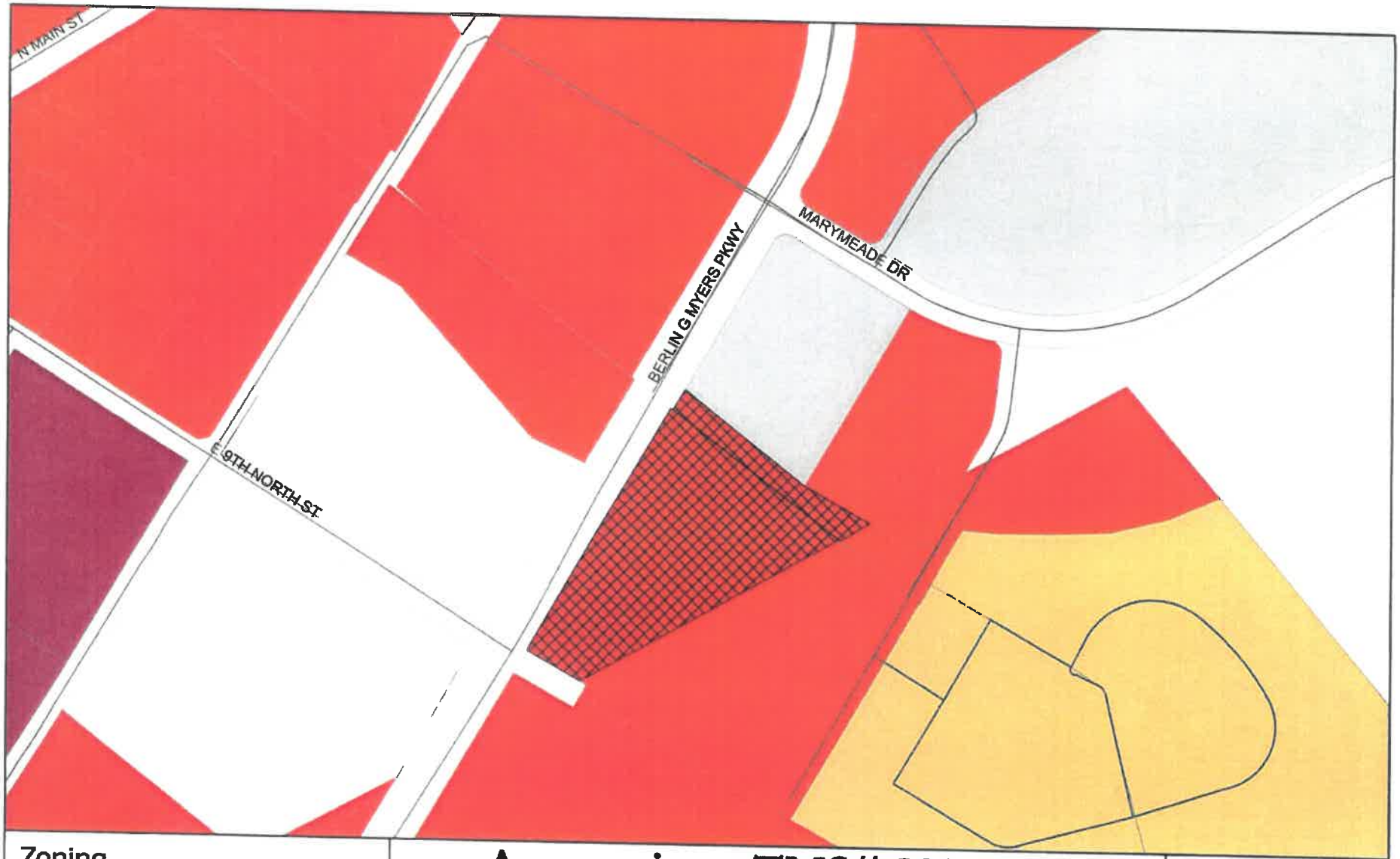
_____
Ricky Waring, Mayor

_____
Beth Messervy, Town Clerk

PUBLIC HEARING: August 17. 2020

FIRST READING: September 10. 2020

SECOND READING: _____



Zoning
- G-B
- LI
- MF-R
- UC-MX
- Annexation Request

Annexation - TMS# 232-00-02-179 and 138-00-00-036

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

2020

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

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0 0.1 0.2 Mi

AN ORDINANCE

TO ADOPT A COMPREHENSIVE PLAN FOR THE TOWN OF SUMMERVILLE, IN ACCORDANCE WITH, THE SOUTH CAROLINA LOCAL GOVERNMENT COMPREHENSIVE PLANNING ENABLING ACT OF 1994, S.C. CODE OF LAWS ANN. § 6-29-510, *et seq*

WHEREAS, the 1994 State of South Carolina Comprehensive Planning Enabling Act (S.C. Code section 6-29-510. et. seq.) requires the development and adoption of a Local Comprehensive Plan that is reviewed and updated as mandated and designed to promote public health, safety, morals, convenience, prosperity of the general welfare as well as the efficiency and economy of the Town, and the Plan must be comprised of certain defined elements, and

WHEREAS, said Act requires the Local Comprehensive Plan be updated no less than every ten (10) years, and

WHEREAS, the Town of Summerville last updated its Comprehensive Plan in the year 2011, and

WHEREAS, the members of the Town's Planning Commission have unanimously recommended to Town Council the adoption as its Comprehensive Plan the document entitled "Summerville: Our Town, Our Future" dated August 18, 2020, and

WHEREAS, it appears to Council that the Plan is comprised of all required elements, is proper in all other material respects, and that the adoption of the Plan is in the best interest of the Town,

THEREFORE,

BE IT ORDAINED, by the Mayor and Council of the Town of Summerville, in Council assembled as follows:

1. Pursuant to Section 6-29-510, South Carolina Code of Laws (1976) et. seq., as amended, Council does hereby adopt, approve and ratify as the Town of Summerville Comprehensive, the document entitled "Summerville: Our Town, Our Future" dated August __, 2020.

2. That should any part of this Comprehensive Plan adopted by this Ordinance be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue to be in full force and effect.

3. The above recitals above are hereby incorporated into this Ordainment to the same extent as if set out verbatim.

IT IS SO ORDAINED THIS _____ DAY OF _____, 2020

_____
Ricky Waring, Mayor

Attest: _____
Beth Messervy, Town Clerk

First Reading: September 10, 2020

Second Reading: _____

AN ORDINANCE

TO AMEND THE SUMMERVILLE UNIFIED DEVELOPMENT ORDINANCE SECTION 8.7.4 MAINTENANCE, TO ADD SUBSECTION (D) ENTITLED DEAD OR DISEASED TREE REMOVAL

WHEREAS, it is the desire of the Town Council of Summerville for the Unified Development Ordinance to promote the health, safety, and general welfare of the town and to maintain and/or improve aesthetic values; and,

WHEREAS, the Unified Development Ordinance in its current form does not contain a provision for the protection of the public from the dangers of dead or diseased trees,

NOW THEREFORE:

BE IT ORDAINED, by the Mayor and Council Members of the Town of Summerville, in Council assembled that the Unified Development Ordinance Section 8.7.4 Maintenance be amended to add the following Subsection (D) entitled Dead of Diseased Tree Removal:

D. Dead or Diseased Tree Removal: The town shall have the right to cause the removal of any dead or diseased trees on private property within the town, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the town. Town staff shall notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice.

It is so Ordained this ____ day of _____ 2020.

_____
Ricky Waring, Mayor

ATTEST:

_____
Beth Messervy, Clerk to Council

Public Hearing: August 17, 2020

First Reading: September 10, 2020

Second Reading: _____

AN ORDINANCE

To amend the Town of Summerville's Code of Ordinances: Chapter 2 – Administration, Article II – Mayor and Council, Division 2 – Mayor, Section 2-62 – Direction of Executive Officers, Section 2-63 – Authority to set meeting agenda.

BE IT ORDAINED, by the Mayor and Town Council of the Town of Summerville in Council assembled, that Article II – Mayor and Council, Division 2 – Mayor, Section 2-62 – Direction of Executive Officers, Section 2-63 – Authority to set meeting agenda are amended so that they will hereafter read.

ARTICLE II. MAYOR AND COUNCIL

DIVISION 2. - MAYOR

Sec. 2-62. - Direction of executive officers.

Council, through the mayor as spokesperson, shall communicate its direction to the town administrator on a day-to-day basis, or as frequently as needed, in a manner consistent with town policies and procedures as established by council.

Sec. 2-63. - Authority to set meeting agenda.

The mayor shall have authority to set the meeting agenda for any regularly scheduled or special called meeting of council, provided that any other member of council shall have the authority to add any item to the agenda for all meetings of town council by requesting that the mayor through town clerk add such item at least forty-eight hours prior to the meeting.

Ratified this _____ day of _____, 2020

_____ _____

Beth Messervy, Town Clerk Ricky Waring, Mayor

FIRST READING: _____

SECOND READING: _____

AN ORDINANCE

To amend the Town of Summerville's Code of Ordinances: Chapter 2 – Administration, Article IV – Officers and Employees, Division 2 – Town Administrator, Section 2-211 – Appointment, Section 2-213 – Supervision, Section 2-214, General duties, responsibilities, and delegation of authority, and Section 2-215 – Authority

BE IT ORDAINED, by the Mayor and Town Council of the Town of Summerville in Council assembled, that Chapter 2 – Administration, Article IV – Officers and Employees, Division 2 – Town Administrator, Section 2-211 – Appointment, Section 2-213 – Supervision, Section 2-214, General duties, responsibilities, and delegation of authority, and Section 2-215 – Authority are amended as follows:

ARTICLE IV. – OFFICERS AND EMPLOYEES

DIVISION 2. - TOWN ADMINISTRATOR

Sec. 2-211. - Appointment.

The mayor and town council, acting collectively, may appoint a town administrator to assist council, and shall fix any such administrator's compensation. The town administrator shall be appointed solely on the basis of such person's executive and administrative qualifications and such other qualities as the mayor and council deem appropriate.

Sec. 2-213. - Supervision.

The town administrator reports directly to town council. The administrator shall also compile information, investigate problems, perform administrative services and offer advice to the mayor and individual members of town council as requested by such council members; provided, however, that in any situation where the administrator deems it appropriate, such request for administrative assistance may be presented to the entire town council for approval.

Sec. 2-214. - General duties, responsibilities and delegation of authority.

The town administrator performs such duties as directed by the mayor and council. Such duties of the administrator may include, but are not limited to, the following:

1. Assist and work collaboratively with the mayor and town council in preparing an annual budget.
2. Recommend organizational changes and assist in formulation of internal plans, programs and policies of the town for consideration of the town council.
3. Supervise all appointed division heads, department heads and their departments as well as any non-department head employees reporting directly to the administrator. Plan, direct, monitor and coordinate activities of all town departments and functions.
4. Coordinates the activities of town government with all other agencies, including other town agencies, county, state and federal agencies.
5. Recommend to town council, the employment of division heads and department heads. The town administrator may suspend any Division Head or Department Head pending further action of council which may include re-instatement, suspension or dismissal. The town administrator may suspend other employees or dismiss other employees after consulting with their department head.
6. Administer the annual budget after adoption by the town council. Administer the town personnel and purchasing policies. Review-and recommend, for approval of town council, policies and procedures for the town financial operations, investments, debt service and for the administrative functions and operational activities of the town, including police, fire, street, planning, stormwater, parks and recreation, vehicle maintenance and other functions of the town.
7. With the assistance of the finance director, monitor the financial condition of the town, estimate present and future financial needs, and report regularly to the town council on the financial condition and needs of the town.
8. Authorize changes in departmental budget line items, provided that the overall departmental appropriation does not change.
9. Review all legal matters affecting the town and work collaboratively with the town attorney.
10. Implement the policies and directives of the town council. Attend all council meetings unless excused by the mayor or unless out of town on town business or too ill to attend such meeting.
11. Delegate to other employees under the administrator's supervision the authority to exercise specific official duties and responsibilities as may be appropriate. With the approval of the mayor and council, the administrator may also designate a qualified employee of the town to act during the administrator's absence. In the absence of the administrator where no such designation has been made, the mayor and council may designate an acting administrator.
12. Select and employ, with the approval of the town council, a person to serve as assistant town administrator, provided that the town council has included funding for such provision in the annual budget.

Sec. 2-215. - Authority.

Except for purposes of inquiry or routine reporting of problems including constituent requests, the individual members of the town council shall deal with employees of the town (other than the town clerk, the town attorney, or any employee designated as assistant to the mayor) only through the administrator. In order to avoid potential liability, deviation from town policies and practices, and conflicting instruction, no individual member of the town council shall give direction

or instruction directly to town employees other than the administrator. The mayor shall provide supervision of and give direction and instruction to any employee designated as assistant to the mayor. As spokesperson for town council, the mayor shall give direction to the town administrator in accordance with Sec. 2-62.

Ratified this _____ day of _____, 2020

_____ _____

Beth Messervy, Town Clerk Ricky Waring, Mayor

FIRST READING: _____

SECOND READING: _____

AN ORDINANCE

TO AMEND THE SUMMERVILLE UNIFIED DEVELOPMENT ORDINANCE, SECTION 3.4.8, SUBSECTION (A) ENTITLED DRIVE-THRU/DRIVE-IN FACILITY (UC-MX), 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 the Summerville Unified Development Ordinance, Section 3.4.8 Vehicular, subsection (A) entitled Drive-Thru/Drive-In Facility (UC-MX) is amended as follows:

3.4.8. Vehicular

A. Drive-Thru/Drive-In Facility (UC-MX)

1. Design Review Required for UC-MX: All new Drive-Through Facilities shall be subject to Design Review and shall be subject to the following standards:

a. Rear Location: Drive-thru service facilities must be located in the rear of properties.

b. May Not Face Primary Street: The drive-thru window shall not be located on the façade of the building facing the primary street.

c. Maximum Stacking: The stacking area may not encroach into the front yard.

d. Maximum Number of Stacking Lanes: 1 (May be increased subject to Design Review)

e. Location of Stacking Lanes: Stacking lanes are prohibited from circulating between the building and the primary street. Stacking lanes circulating between the building and a secondary street may be approved at the discretion of the DRB. If approved by the DRB, screening is required in the form of a knee wall and/or an appropriate amount of landscape planting to screen the lane effectively from view from the public ROW.

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

_____
Richard Waring, Mayor

_____
Beth Messervy, Town Clerk

PUBLIC HEARING: _____

FIRST READING: _____

SECOND READING: _____

COMMERCIAL LEASE AND DEPOSIT RECEIPT

TENANT: JOHNSON & WILSON REAL ESTATE COMPANY, LLC	TERM: FIVE (5) YEARS, FIVE (5) MONTHS
DATE SIGNED:	INITIAL MONTHLY RENT: $1,400.00 + $176.52 CAM
EFFECTIVE DATE: OCTOBER 1, 2020	EXPIRATION DATE: FEBRUARY 28, 2026

RECEIVED FROM JOHNSON & WILSON REAL ESTATE COMPANY, LLC, 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:

	RECEIVED	PAYABLE PRIOR OCCUPANCY
Rent for the period from 3/1/21 - 3/31/21	$ 1,576.52	$
Last month's rental.....	$	$
Security deposit.....	$ 1,576.52	$
Key deposit.....	$	$
Cleaning charge.....	$	$
Other…….....	$	$
TOTAL.....	$ 3,153.04	$

STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER THIS COMMERCIAL LEASE AND DEPOSIT RECEIPT (hereinafter referred to as the "Lease") entered into this _____Day of September 2020, between JOHNSON & WILSON REAL ESTATE COMPANY, LLC, 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, Five (5) Months, beginning October 1, 2020 and ending February 28, 2026 (hereinafter referred to as the "Lease Term").

Provided that Tenant is not in default under any of the terms and conditions of this lease, including payment, Tenant may have One (1), Three (3) Year option to lease the subject property. However, Tenant must give Landlord and/or Landlord's Agent written notice of its intent to exercise said options at least sixty (60) days prior to the end of the original lease term or the first option period, whichever applies. Rent for the option periods shall

increase by 1.5% per annum. Should Tenant miss the deadline for exercising its option to renew or choose not to exercise any of its options, then the lease shall become a month-to-month lease upon the expiration of the lease term, or any prior renewals thereof. If Tenant fails to exercise any of its options and the lease calls for a rent increase during any option period, then the rent increase(s) set forth in the option period(s) shall automatically take effect; however, the lease will still be on a month-to-month basis.

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 FOUR HUNDRED and 00/100 DOLLARS ($1,400.00). 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 – February 28, 2021, Monthly Base Rental shall be abated
Year 1, March 1, 2021 – February 28, 2022, Monthly Base Rental shall be $1,400.00
Year 2, March 1, 2022 – February 28, 2023, Monthly Base Rental shall be $1,421.00
Year 3, March 1, 2023 – February 29, 2024, Monthly Base Rental shall be $1,442.32
Year 4, March 1, 2024 – February 28, 2025, Monthly Base Rental shall be $1,463.95
Year 5, March 1, 2025 – February 28, 2026, Monthly Base Rental shall be $1,485.91

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 boutique real estate office and specialty treat shop, 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.

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. Tenant shall remove all signage from windows and doors upon vacating the Leased Premises. Should Tenant use a sign panel on a monument sign or an installed sign, Tenant shall have the sign panel returned to a blank panel upon vacating the Leased Premises.

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 (1st) of the month and is considered late if not received by the Fifth (5th) of each month. A ten percent (10%) late charge shall be incurred for any rents received after the fifth (5th) 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 agent and Tiffany Johnson Wilson of Johnson and Wilson Real Estate Company, LLC is the leasing agent for this Lease and any renewals, expansions, or relocations thereof. Landlord to pay agent in accordance with listing agreement currently in effect.

C. NOTICES:

Landlord: RE/MAX Pro Realty
9209 University Blvd.
N. Charleston, SC 29406
Phone: (843)-767-7777
E-mail: robert@robertpratt.com

Tenant: Johnson & Wilson Real Estate Company
Attn: Tiffany Johnson Wilson
100 W. Richardson Ave., Suite D
Summerville, SC 29483
Phone: (843) 486-1600
E-mail: tiffany@johnsonandwilson.com

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

Agent: Johnson & Wilson Real Estate Company
ATTN: Tiffany Johnson Wilson
1830 Savannah Highway
Charleston, SC 29407
Phone: (843) 486-1600
E-mail: tiffany@johnsonandwilson.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. Tenant shall be responsible for it's own interior upfitting of the Leased Premises, to include but is not limited to installation of additional lighting, new floor coverings, fresh paint, remodeling of the existing restroom, and removal of a non-load bearing wall. Improvements shall also include addition of wall partitions to create 4 private offices with glass doors and glass transoms; addition of a small kitchenette (no stove to be installed), installation of data lines and additional electrical outlets, replacement of ceiling tile grid currently painted blue, replacement of interior doors and installation of live green wall and virtual screens. Tenant shall also pressure was the exterior and awning. Tenant shall use only licensed and insured contractors for completion of all interior upfitting.

G. Landlord reserves the right to terminate the Lease Agreement at any time, provided Landlord submits written Six (6) Month notification of the termination to Tenant. Should Landlord exercise this Termination Option, Tenant's Monthly Base Rental for the Six (6) Month period from notification to vacancy shall be abated in its entirety.

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: JOHNSON & WILSON REAL ESTATE COMPANY, LLC

_____ By:_____

WITNESS:

Name: _____

Its: _____

Date: _____

Landlord: TOWN OF SUMMERVILLE

By:_____

WITNESS:

Name: _____
Its: _____

Date: _____

The undersigned hereby personally guarantees this Lease and all of the terms and conditions contained herein, including terms of payment, during the original Lease Term and for any amendments, options, extensions, renewals, relocations, or expansions thereof.

_____ _____, Personally
WITNESS Tiffany Johnson Wilson

Home Address:_____
Phone:_____
E-mail:_____

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 and Dorchester County are experiencing a dramatic increase in the number of identified new COVID-19 cases. As of October 7, 2020, the South Carolina Department of Health and Environmental Control ("DHEC") is reporting that there have been 152,970 confirmed COVID-19 cases and 3,471 confirmed COVID-19 deaths in the State. In Dorchester county as of October 7, 2020, there have been 4, 308 cases and 90 deaths; 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, on September 10, 2020, Town Council enacted Emergency Ordinance 20-0902 which provided, inter alia, a renewal term not to exceed 61 days and Council has determined the Ordinance should be extended for an additional period of time; 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 8th day of October, 2020 and shall expire at 11:59 pm on the 12th day of November, 2020 unless renewed or sooner terminated by Council,

IT IS SO ORDAINED!

Date: _____

_____
Ricky Waring, Mayor

Attest:

_____
Beth Messervy, Town Clerk