



TOWN of SUMMERTOWN, SC

Town Council Meeting

Council Chambers - Annex Building – 200 South Main Street
Thursday, January 15, 2026 – 6:00pm

AGENDA

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance – *Councilmember Kima Garten***
- 3. Employee Recognition**
- 4. Special Presentation: *Steadfast Recovery Ministries***
- 5. Approval of Minutes of Previous Meetings**
 - a. *Town Council Meeting – December 11, 2025*
 - b. *Special Council Meeting – December 19, 2025*
 - c. *Standing Committee Meetings – January 12, 2026*
- 6. Public Hearing:** Development agreement with Nash-Nexton Holdings, LLC, for that certain property identified as approximately 738 acres located in Berkeley County along Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and comprised of a portion of TMS#195-00-00-046. The development plan includes single-family residential, commercial, and civic/community recreation land uses.
- 7. Public Comment – *For items on the January 15, 2026 Town Council agenda only***
Public comments may not be used for political or campaigning purposes.
It is a violation of State Law. See S.C. Code Ann § 8-13-765.
- 8. Petitions-n/a**
- 9. Pending Bills and Resolutions**
 - a. Second and final reading of an ordinance to amend the Summerville Unified Development Ordinance (UDO) Chapter 8, 13, and 14, to clarify tree removal, encroachment, and mitigation requirements and address the recommendations of the Urban Forest Master Plan.

- b. Second and final reading of an ordinance to rezone TMS#130-10-00-084, located at 820 Wassamassaw Rd., approximately 0.25 acres, and owned by Anthony & Parnice Witcher, from N-MX, Neighborhood Mixed-Use, to N-R, Neighborhood Residential. (Council District 1)
- c. Second and final reading of an ordinance to annex a portion of TMS# 195-00-00-046 located off Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and totaling approximately 738 acres. Currently zoned PD-MU, Planned Development District– Mixed Use Development, in Berkeley County and requested to be zoned PUD, Planned Unit Development District, following annexation into the Town of Summerville’s municipal limits. (Council District 2)
- d. Second and final reading of an ordinance to approve a development agreement with Nash-Nexton Holdings, LLC, for that certain property identified as approximately 738 acres located in Berkeley County along Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and comprised of a portion of TMS#195-00-00-046. The development plan includes single-family residential, commercial, and civic/community recreation land uses.
- e. Second and final reading of an ordinance to approve a proposed sixth amendment to the Nexton Development Agreement by and between NASH-NEXTON Holdings, LLC, and the Town of Summerville, for that certain property (known as Nexton) located along Highway 17A/N. Main St. in the Town of Summerville, South Carolina. Amendment includes removal of the requirement to provide acreage for a municipal facility.

10. Introduction of Bills and Resolutions: n/a

11. Miscellaneous

- a. Discuss and take desired action on proposed changes to the Special Events Permit Guide. *Request from Parks and Recreation Department.*
- b. Authorization for SPD to enter into a Memorandum of Understanding with Summerville Preparatory Academy for School Resource Officers. *Request from Summerville Police Department.*
- c. Authorization for SPD to enter into a Memorandum of Understanding with Crisis Chaplaincy. *Request from Summerville Police Department.*
- d. Appointments by Mayor Touchberry of Councilmembers to the following Standing Committees: Parks and Recreation Committee, Planning and Development Committee, Public Safety Committee, and Public Works and Committee on Water Supply; *in accordance with Town of Summerville Code of Ordinances, Chapter 2, Article II, Division 4, Section 2-132b.*
- e. Discuss and take desired action to modify the town council committee structure referenced in Town of Summerville Code of Ordinances Chapter 2, Article II, Division 4. *Request by Councilmember Johnson-Wilson.*

12. Public Comment - Any topic**

Public comments may not be used for political or campaigning purposes.

13. Executive Session: n/a

14. Other Business

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

15. Adjourn

Mayor
Russ Touchberry

Council Members:
Dexter Mack
Tiffany Johnson-Wilson
Richard G. Waring, IV
Kima Garten
Bob Jackson
Matt Halter



Town Administrator
Scott Slatton

Town Clerk
Beth Messervy

Town Attorney
G.W. Parker

TOWN of SUMMERTOWN, SC

COUNCIL MEETING MINUTES

December 11, 2025

ATTENDANCE

Present: Mayor Russ Touchberry, Councilmembers Tiffany Johnson-Wilson, Kima Garten, Bob Jackson, Dexter Mack, Matt Halter and Richard G. Waring, IV. Also in attendance were Town Administrator Scott Slatton, Town Attorney GW Parker, and Town Clerk Beth Messervy. A quorum was met. Public and press were duly notified. The meeting took place in Council Chambers at 200 South Main Street and was livestreamed from the Town's website.

CALL TO ORDER

Mayor Touchberry called the meeting to order at 6:00pm on Thursday, December 11, 2025. Councilmember Dexter Mack gave the invocation, followed by the Pledge of Allegiance. Mayor Touchberry recognized Anne Megay and Janis Sutton, the winners of "Mayors for the Day," a silent auction item for a charity event.

EMPLOYEE RECOGNITION

Mayor Touchberry recognized Alicia Domina, Travis Wells, Shawn Gibbons, Tyler Bassano, and Ryan Hinson with the Information Technology Department for their continued service to the Town of Summerville.

Mayor Touchberry then presented the annual Employee Length of Service Awards to employees with 10, 15, 20, 25, and 30 years of service.

APPROVAL OF MINUTES

Mr. Waring made a motion, seconded by Ms. Garten, to approve the minutes of the November 13, 2025 Council meeting and December 8, 2025 Standing Committee Meetings. The motion carried unanimously.

PUBLIC HEARING #1: The Mayor opened the first public hearing for a proposed sixth amendment to the Nexton Development Agreement by and between NASH-NEXTON Holdings,

LLC, and the Town of Summerville, for that certain property (known as Nexton) located along Highway 17A/N. Main St. in the Town of Summerville, South Carolina. Amendment includes removal of the requirement to provide acreage for a municipal facility. There being no one signed up to speak, the Mayor closed the first public hearing.

PUBLIC HEARING #2: The Mayor stated that the second hearing for public hearing #2 would be held on January 15, 2026. Public Hearing #2 was for the following item: Development agreement with Nash-Nexton Holdings, LLC, for that certain property identified as approximately 738 acres located in Berkeley County along Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and comprised of a portion of TMS#195-00-00-046. The development plan includes single-family residential, commercial, and civic/community recreation land uses.

Brent Gibadlo, representing Nash-Nexton Holdings, LLC, stated that no properties outside of the proposed annexation were being annexed into the Town of Summerville, no properties were going to be transferred from Berkeley County into Dorchester County, and no schools would be transferred into another County either. Mr. Gibadlo reported that his team has already made changes to the Development Agreement based on feedback from the residents of the surrounding proposed annexed property and from the Town of Summerville's Planning Commission. Mr. Gibadlo expressed his confidence and optimism in reducing the number of residential units and increasing the amount of greenspace with the changes in progress to the Development Agreement.

Alvin Lumpkin, Jr., from the New Hope community, spoke in opposition of the Development Agreement. He asked that Council also deny the annexation request. Mr. Lumpkin stated that while he understands that the existing homes will not be annexed, the annexation will still affect the existing homes because of increased traffic and congestion. Mr. Lumpkin stated that Dorchester County EMS/Fire report staffing shortages, and that he has a petition with over 480 signatures against the annexation.

Brian Ambrose, a resident of the Town of Summerville, spoke in opposition of the Development Agreement. Mr. Ambrose explained that his family's farm is adjacent to the property that is being proposed for annexation, and the addition of homes near his property jeopardizes the animal habitat and natural water source.

Tonya Collins spoke in opposition of the Development Agreement, citing flooding and tax increases as the reasons for her opposition.

Daniel Earl Smith, Jr. spoke in opposition of the Development Agreement. Mr. Smith stated that his family runs back 15 generations in the New Hope community, and he expressed his concern with increased traffic affecting the wildlife habitats.

Mark Smith spoke in opposition of the Development Agreement. Mr. Smith asked that the Town stop cutting down trees and keep some land in the conservation easement. He stated that there is a "fiasco" on Central Avenue with all of the new houses. He also expressed his concern that the roads can't handle the increased traffic.

Kristine Schaffer, a Berkeley County resident, asked Council to listen to the people of the New Hope community. She stated that with the Federal government shutdown, it has been a hard year and there isn't any more room for more houses.

Joel Avenson, a resident of Del-Webb Nexton in unincorporated Berkeley County, stated that there is a 23 acre park near his home that was built by the developer of Nexton, but that it is blocked off to the public.

PUBLIC COMMENT – DECEMBER 11, 2025 AGENDA ITEMS

The Mayor opened the Public Comment portion of the meeting.

Danny Burbage, a member of the Town's Tree Protection Board, asked Council to pass first reading of the amendments to the UDO regarding trees. He stated that the TPB worked closely with staff and Councilmember Halter to come up with a strong amendment to the UDO to protect the Town's tree canopy.

Parnice Witcher asked Council to pass the rezoning request for Wassamassaw Road.

There being no further comments, the Mayor closed this section of the meeting.

PETITIONS

Mr. Waring made a motion, seconded by Mr. Jackson, to give first reading to an ordinance to annex a portion of TMS# 195-00-00-046 located off Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and totaling approximately 738 acres. Currently zoned PD-MU, Planned Development District– Mixed Use Development, in Berkeley County and requested to be zoned PUD, Planned Unit Development District, following annexation into the Town of Summerville's municipal limits. (Council District 2).

Councilmember Johnson-Wilson stated that Nash-Nexton has done a good job in the past with developing this area. She stated that she is in favor of smart development and then listed several additions and changes to the proposed Development Agreement. (Ms. Johnson-Wilson's complete list of additions and changes can be found in the video of the meeting posted on the Town's web site).

Mayor Touchberry stated that he, along with Town Administrator Scott Slatton and Town Planning Director Jessi Shuler, met with Berkeley County leadership regarding this annexation and development. He stated that there has been a lot of misunderstanding as to what is being communicated amongst the residents surrounding the proposed annexation, but that the meeting with Berkeley County leadership cleared up a lot of the miscommunications. Mayor Touchberry stated that he would vote for first reading, but with the understanding that there would need to be several workshops with the surrounding community members, Berkeley County leaders, and Town of Summerville leaders in order to create a mutually beneficial agreement and plan for the development.

The motion to pass first reading carried 5-2, with Ms. Johnson-Wilson and Mr. Mack voting in opposition.

PENDING BILLS AND RESOLUTIONS

Mr. Waring made a motion, seconded by Mr. Jackson, to approve the following:

- a. *Second and final reading of an ordinance to annex TMS#s 144-00-00-015 and 144-00-00-058 located off Greenwave Boulevard, and totaling approximately 4 acres and 1.71 acres, respectively. Currently zoned R-1, Single-Family Residential, in Dorchester County and requested to be zoned PL, Public Lands, following annexation into the Town of Summerville's municipal limits. (Council District 4)*
- b. *Second and final reading of an ordinance to amend the Town of Summerville Code of Ordinances, Chapter 8 – Businesses, Article II – Business and Professional Licenses, Section 8-45 – Suspension of Revocation of Licenses, and Section 8-46 – Appeals to Council or Its Designee.*

The motion to approve second and final reading for items A and B carried unanimously.

Mr. Waring made a motion, seconded by Mr. Halter, to postpone second and final reading of an ordinance to rezone TMS#137-11-09-001, located at Berlin G. Myers Pkwy., E. 6th South St., and S. Gum St., totaling approximately 2.95 acres, and owned by Town of Summerville, from PL, Public Lands, to N-MX, Neighborhood Mixed-Use (Council District 2) until a geo tech study was completed on the property. The motion carried unanimously.

INTRODUCTION OF BILLS AND RESOLUTIONS

Mr. Waring made a motion, seconded by Mr. Halter, to give first reading to an ordinance to sell 21.66 acres +/- of Town-owned property (TMS # 137-00-00-002) to Woodlands Mansion Property Management, LLC. The motion carried unanimously.

Mr. Halter made a motion, seconded by Mr. Jackson, to give first reading to an ordinance to amend the Summerville Unified Development Ordinance (UDO) Chapter 8, 13, and 14, to clarify tree removal, encroachment, and mitigation requirements and address the recommendations of the Urban Forest Master Plan. Mr. Halter stated that the Tree Protection Board is a strong board, and he appreciates their help in collaborating with his ideas for these amendments. The motion carried unanimously.

Mr. Waring made a motion, seconded by Mr. Jackson, to give first reading of an ordinance to approve a development agreement with Nash-Nexton Holdings, LLC, for that certain property identified as approximately 738 acres located in Berkeley County along Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and comprised of a portion of TMS#195-00-00-046. The development plan includes single-family residential, commercial, and civic/community recreation land uses. The motion carried 5-2, with Mr. Mack and Ms. Johnson-Wilson voting in opposition.

Mr. Waring made a motion, seconded by Mr. Halter, to give first reading to an ordinance to approve a proposed sixth amendment to the Nexton Development Agreement by and between NASH-NEXTON Holdings, LLC, and the Town of Summerville, for that certain property (known as Nexton) located along Highway 17A/N. Main St. in the Town of Summerville, South Carolina. Amendment includes removal of the requirement to provide acreage for a municipal facility. The motion carried 5-2, with Mr. Mack and Ms. Johnson-Wilson voting in opposition.

Mr. Halter made a motion, seconded by Mr. Jackson, to give first reading to an ordinance to rezone TMS#130-10-00-084, located at 820 Wassamassaw Rd., approximately 0.25 acres, and owned by Anthony & Parnice Witcher, from N-MX, Neighborhood Mixed-Use, to N-R, Neighborhood Residential. (Council District 1). The motion carried unanimously.

MISCELLANEOUS

Ms. Garten made a motion, seconded by Mr. Jackson, to appoint Councilmember Richard Waring as the Mayor Pro Tem for a period of 2 years. The motion carried unanimously.

Mr. Waring made a motion, seconded by Mr. Jackson, to reschedule the January 5, 2026 Standing Committee meetings to January 12, 2026 and the January 8, 2026 Council meeting to January 15, 2026. The motion carried unanimously.

Mr. Halter made a motion, seconded by Mr. Waring, to approve a Memorandum of Understanding between the Summerville Police Department and Dorchester County Career and Tech Center for School Resource Officers. The motion carried unanimously.

Mr. Jackson made a motion, seconded by Ms. Garten, to put the request for money for landscaping at the Nexton Parkway / I-26 interchange into the budget. Mr. Jackson then withdrew his motion. Ms. Johnson-Wilson made a motion, seconded by Ms. Garten, to move the discussion of funding the landscaping to the January 28, 2026 Budget Meeting agenda. The motion carried unanimously.

PUBLIC COMMENTS (open)

The Mayor opened up the floor to public comments from citizens.

Linda Whetsell of Atlantic Street expressed her concerns with a low-flying helicopter on her street, trash taking forever to be picked up, the neighbors' dogs attacking her, speeding on Atlantic Street, loud music at 118 Central Avenue, and the lack of "squat checks" by the police department.

There being no further public comment, the Mayor closed this item.

EXECUTIVE SESSION

Mr. Waring made a motion, seconded by Mr. Jackson, to enter into Executive Session for discussion of appointments to the Board of Architectural Review, Design Review Board, Board of Zoning Appeals, State Accommodations Tax Advisory Committee, Tree Protection Board, and Cultural Arts Commission. The motion carried unanimously, and Council entered into Executive Session at 7:05pm. Town Administrator Scott Slatton, Town Attorney GW Parker, and Town Clerk Beth Messervy were invited to enter into Executive Session as well.

Mr. Waring made a motion, seconded by Mr. Halter, to Council to return from Executive Session. The motion carried unanimously, and Council resumed open session at 7:35pm.

Mr. Parker stated that Council met in Executive Session to discuss appointments to the Board of Architectural Review, Design Review Board, Board of Zoning Appeals, State Accommodations Tax Advisory Committee, Tree Protection Board, and Cultural Arts Commission. He stated that no action was taken in Executive Session.

OTHER BUSINESS

Mr. Waring made a motion, seconded by Mr. Halter, to make the following appointments to citizen boards, commissions, and committees:

BAR: Ms. Johnson-Wilson reappointed Dr. David Price. Ms. Garten appointed Tim Pye.

DRB: Mayor Touchberry reappointed Peter Irie. Mr. Jackson reappointed Jared Condon.

BZA: The Mayor reappointed Dora Ann Reaves. Mr. Mack reappointed Frankie Staropoli.

ATAX: Mr. Jackson reappointed Robert Pratt. Mr. Halter reappointed Liz Wiggins.

TPB: Ms. Garten reappointed Peter Wallace.

Cultural Arts Commission: Mr. Mack appointed Kimberly Doppelhauer (2 yr term). Mr. Halter appointed Adam Sutton (2 yr term). Mr. Jackson appointed Dr. Otis Engelman (2 yr term).

Ms. Johnson-Wilson appointed Heidi Davidson-Gordon (3 yr term). Mr. Waring appointed Diane Frankenberger (3 yr term). Ms. Garten appointed Jana Riley (3 yr term). Mayor Touchberry appointed Juanita Hamilton (3 yr term).

Ms. Johnson-Wilson made a motion, seconded by Mr. Garten, to amend Mr. Waring's motion to switch her appointment with Ms. Garten's on the Board of Architectural Review. The motion to amend carried. The original motion as amended carried unanimously.

ADJOURN

Mr. Halter made a motion, seconded by Mr. Waring, to adjourn the meeting. There being no further business, and with a unanimous vote, Mayor Touchberry adjourned the meeting at 7:35pm.

Respectfully Submitted,

Beth Messervy, Town Clerk

APPROVED:

Russ Touchberry, Mayor

Mayor
Russ Touchberry

Council Members:
Dexter Mack
Tiffany Johnson-Wilson
Richard G. Waring, IV
Kima Garten
Bob Jackson
Matt Halter



Town Administrator
Scott Slatton

Town Clerk
Beth Messervy

Town Attorney
G.W. Parker

Town of Summerville **SPECIAL CALLED COUNCIL MEETING** **December 19, 2025**

ATTENDANCE

Present: Mayor Russ Touchberry, Councilmembers Bob Jackson, Matt Halter, Dexter Mack, Tiffany Johnson-Wilson and Richard G. Waring, IV. Ms. Garten was absent. Also in attendance were Town Administrator Scott Slatton, Town Attorney GW Parker, Town Clerk Beth Messervy, and select staff. A quorum was met. Public and press were duly notified and present. The meeting took place in Council Chambers on the third floor of the Town Hall Annex building at 200 South Main Street.

CALL TO ORDER

Mayor Touchberry called the meeting to order at 10:00am.

WOODLANDS SALE

Mr. Jackson made a motion, seconded by Mr. Halter, to give second and final reading to an ordinance to sell 21.66 acres +/- of Town-owned property (TMS # 137-00-00-002) to Woodlands Mansion Property Management, LLC.. The motion carried unanimously.

ATAX COMMITTEE APPOINTMENTS:

Mr. Jackson made a motion, seconded by Mr. Waring, to appoint Belinda Harper to the State Accommodations Tax Advisory Committee for a term of 3 years. The motion carried unanimously.

Mr. Waring made a motion, seconded by Mr. Jackson, to appoint Katie DePoppe to the State Accommodations Tax Advisory Committee for a term of 3 years. The motion carried unanimously.

CPW LEASE TERMINATION:

Mr. Jackson made a motion, seconded by Mr. Waring, to terminate the lease with CPW for approximately 36 acres it owns on Stokes Bridge Road that the town had proposed to use, but did not, as a storm debris collection site. Some discussion followed. The motion carried unanimously.

EXECUTIVE SESSION:

Mr. Waring made a motion, seconded by Mr. Halter, to enter into Executive Session to discuss matters related to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses at the property owned by Interfor. The motion carried, and Council entered into Executive Session at 10:04am. Town Administrator Scott Slatton and Town Attorney GW Parker participated in Executive Session as well.

Mr. Waring made a motion, seconded by Mr. Jackson, to return from Executive Session. The motion carried unanimously, and Council resumed open session at 10:30am.

Mr. Parker stated that Council met in Executive Session to discuss matters related to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses at the property owned by Interfor. He stated that no action was taken in Executive Session.

ADJOURN:

Mr. Waring made a motion, seconded by Mr. Jackson, to adjourn the meeting. The motion carried unanimously, and the Mayor adjourned the meeting at 10:31am.

Respectfully Submitted,

Beth Messervy, Town Clerk

APPROVED:

Russ Touchberry, Mayor



TOWN OF SUMMERVILLE PARKS & RECREATION DEPARTMENT

"Creating Sense of Place Through Parks & Play"

TO: Beth Messervy, Town Clerk
CC: Scott Slatton, Town Administrator
FROM: Amy Evans, Parks & Recreation Director
DATE: January 13, 2026
RE: January Parks & Recreation Committee Minutes

The Parks & Recreation Committee met on Monday, January 12, 2026 in the Council Chambers of the Town Hall Annex. Chairman Bob Jackson and committee member Dexter Mack participated in the meeting. The meeting was called to order at 5:30PM.

Ms. Evans presented proposed revisions to the Special Event Permit Guide, noting that the document was most recently updated in January 2025. She explained that because permits are accepted up to one year in advance, there is often a significant delay between policy changes and full compliance. Working with Summerville DREAM, the most significant proposed change would limit permitted events in Summerville to one Saturday per month and block out certain key Saturdays each year.

Mr. Steve Doniger briefly spoke to the value of these days to local merchants. Ms. Evans also reviewed a list of 2025 permits issued for Hutchinson Square, which included a total of 13 Saturday events, four of which involved street closures (two DREAM events, one Parks & Recreation event, and one third-party event). Chairman Jackson indicated that he would like to receive feedback from merchants regarding these proposed changes.

Additional revisions included requiring an Event Manager for all Hutchinson Square events, the addition of drone show requirements, and other minor updates and edits. Mr. Mack made a motion, seconded by Chairman Jackson, to accept all changes as presented except those related to Hutchinson Square event dates; consideration of these changes was postponed until the following month's meeting. The motion passed unanimously. Ms. Evans offered to create a survey for merchants and will request assistance from Summerville DREAM in distributing it.

Mr. Steve Doniger, a member of the Summerville Parks Foundation, was invited to present a Parks Needs Assessment prepared by the Foundation Board. He reviewed national industry standards, current facilities and assets within Summerville, opportunities for growth, and strategic

recommendations. Mr. Doniger also highlighted a new program, *Live Well Summerville*, which will be launching soon.

With no other business to discuss, Mr. Mack made a motion (seconded by Mr. Jackson) to adjourn. Motion passed unanimously and the meeting adjourned at 6:00PM.

Sincerely,

Amy Evans
Parks & Recreation Director
Town of Summerville



TOWN of SUMMERTOWN

PUBLIC WORKS AND COMMITTEE ON WATER SUPPLY **January 12, 2026**

The Public Works and Committee on Water Supply met on Monday, January 12, 2026 in Council Chambers at 200 South Main Street. Chairperson Kima Garten called the meeting to order at 6:02pm. Committee member Richard Waring was present, as well as Bonnie Miley, Town Engineer. Committee member Tiffany Johnson-Wilson was absent. The public and press were duly notified, and the meeting was livestreamed from the Town's website.

Mr. Waring made a motion, seconded by Ms. Garten, to postpone the only agenda item (discussion of changing speed limit on Bear Island Road) to the February committee meeting. The motion carried.

Mr. Waring made a motion, seconded by Ms. Garten, to adjourn the meeting. The motion carried unanimously, and the meeting adjourned at 6:03pm.

Respectfully submitted,

Beth Messervy, Town Clerk

TOWN of SUMMERVILLE, SC

FINANCE COMMITTEE REPORT

January 12, 2026

The Finance Committee met on Monday, January 12, 2026. Present were Mayor Touchberry and Committee members Richard Waring, Dexter Mack, Kima Garten, Matt Halter and Bob Jackson. Committee member Tiffany Johnson-Wilson was absent. Also present were Town Administrator Scott Slatton, Town Attorney G.W. Parker, Town Clerk Beth Messervy and other staff members. Members of the press and members of the public were duly notified. The meeting was held in Council Chambers on the third floor of the Annex Building at 200 S. Main Street and livestreamed from the Town's web site.

Welcome	Mayor Touchberry called the meeting to order at 6:03pm.
Presentation of Financials	Rhonda Moore, Finance Director, presented the December 2025 Financial Statements. Ms. Moore then stated that she has been working diligently to "tidy up" an issue in Dorchester County's reporting of disbursement of 2025 revenue from the 2022 TIF bonds. She explained that the County's reports were inaccurate in how much TIF money had been given back to the Town in 2025, and after doing some research, she discovered that the County had been sending TIF revenue money to the Town, but the County had miscoded it as "general fund" money. Ms. Moore assured the Council that she is working hard to correct the journal entries for all of the miscoded funds coming from the County so that she can then properly disburse TIF revenue funds to Dorchester School District 2. She did state that this unfortunate situation would be reflected in the Town's official audit report, and that she will investigate the current budget numbers as well.
Dominion Payment Requisition	Mr. Waring made a motion, seconded by Ms. Garten-Schmidt, to authorize staff to issue a purchase order in the amount of \$89,710.48 to Dominion Energy for work associated with the relocations of electrical distribution lines for the Bear Island Road construction project. This was a shared cost project (65% Town and 35% Dominion Energy, formerly SCE&G) that was never billed. Payment will come from the Roads Fund. The motion carried unanimously.

Retiree Health Insurance Discussion	<p>Mr. Halter explained the reason for putting this on the Finance agenda was because he doesn't want to continue to see retired Town employees having to go back to work just so that they have health insurance, because the Town does not offer retiree health coverage. He stated that he would like Council to take up this item at the January 28th Budget Retreat for further discussion and action, and that he would like staff to bring Council the numbers on how many current employees that are near retirement, with 20 or 25 years of continuous service to the Town, would qualify.</p> <p>Mr. Slatton spoke on behalf of staff, stating that they have contacted actuaries and the SC Benefits Trust for such information, but that the actuaries will have to take into consideration the entire staff population, and not just those that are close to retirement.</p> <p>Mr. Waring echoed Mr. Halter's concerns about retiree insurance, and he also stated that he would like to discuss employee salaries at the budget retreat.</p>
Summerville Preserve Project – Phase 2	<p>Mr. Jackson made a motion, seconded by Ms. Garten, to "move forward" with choose Whitestone Construction for phase 2 of the Summerville Preserve project. Amy Evans, Parks and Recreation Director, explained more in detail before the committee began discussion.</p> <p>Ms. Evans explained that expenses on the project over the last few years have been being paid from the general fund, with nothing reimbursed from the Oakbrook TIF funds from Dorchester County, as they were supposed to be. With that, she received 3 bids for construction on Phase 2 of the Preserve, and the staff chose Whitestone Construction. However, Whitestone's bid leaves a shortage of around \$236,000 even after expending \$2 million in Oakbrook TIF proceeds and a \$100,000 parks grant. The reason for the shortage is Whitestone's inclusion of composite material for the boardwalk, which will last longer. She did state that the \$236,000 could be paid from HTAX fund balance.</p> <p>Mr. Slatton explained further that the \$1 million spent on the Preserve already is gone from the general fund, and that if Council chose to reimburse the general fund from Oakbrook TIF revenues, as was supposed to have been done, there would not be enough money in the rest of the TIF revenue money to complete the project at all. Mr. Slatton stated that "the ask" was to authorize Whitestone Construction to be selected as the construction partner for Phase 2 and to pay the roughly \$236,000 overage out of HTAX fund balance.</p> <p>Mr. Jackson made a motion, seconded by Ms. Garten, to amend his first motion, to pay the overage out of HTAX fund balance and to continue with Whitestone Construction.</p> <p>Mr. Waring stated that while he is in no way against this project, he does not feel right continuing to deplete the HTAX fund balance on a whim like this. Mr. Waring explained that the HTAX fund balance is going to have to be used for funding parts of the new public safety complex, and he doesn't want to continue to put strains on the HTAX fund balance with issues like this as they pop up.</p> <p>The motion to approve Whitestone and use HTAX fund balance for the</p>

	roughly \$236,000 overage passed 5-1, with Mr. Waring voting in opposition.
Town Administrator's Report	<p>Mr. Slatton reminded the Council that the Municipal Association's Hometown Legislative Action Day is next week in Columbia. He also reminded everyone that Town Hall and some other Town facilities would be closed on January 19, 2026 in observance of Martin Luther King Jr's Day.</p> <p>Mr. Slatton then stated that the first budget retreat for Fiscal Year 26-27 would be on January 28, 2026.</p> <p>He also reported that staff is working on verbiage to update the Town's ordinances for burn ban regulations.</p>
Adjourn	Mr. Waring made a motion, seconded by Mr. Jackson, to adjourn the meeting. The motion carried unanimously, and the Mayor adjourned the meeting at 6:30pm.

Respectfully submitted,

Beth Messervy
Town Clerk

AN ORDINANCE

TO AMEND THE SUMMERVILLE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 8, SECTION 8.2 – APPLICABILITY, SECTION 8.3 – TREE PROTECTION, SECTION – 8.4 SITE LANDSCAPING, SUBSECTION 8.4.1 - APPLICABILITY, SECTION 8.5 – PARKING AREA LANDSCAPING, SUBSECTIONS 8.5.2 – PARKING LOTS – PERIMETER LANDSCAPING & SCREENING AND 8.5.3 – PARKING LOTS – INTERIOR LANDSCAPING, SECTION 8.7 – INSTALLATION & MAINTENANCE STANDARDS, SUBSECTION 8.7.1 – GENERAL STANDARDS, AND SECTION 8.8 – ADMINISTRATION, SUBSECTION 8.8.6 – PUBLIC TREE MANAGEMENT; CHAPTER 13, SECTION 13.8.2 – CERTIFICATE OF APPROPRIATENESS (MAJOR), SUBSECTIONS D AND E, SECTION 13.8.3 – COMMERCIAL/MULTI-FAMILY/INDUSTRIAL DESIGN REVIEW, SUBSECTIONS E AND F, SECTION 13.9.1 – GRAND TREE REMOVAL PERMIT; AND CHAPTER 14, SECTION 14.1.3 – SPECIFIC VIOLATIONS

BE IT ORDAINED by the Mayor and Council members of the Town of Summerville, in Council assembled, that the Summerville Unified Development Ordinance, Chapter 8, Section 8.2 – Applicability, Section 8.3 - Tree Protection, Section 8.4 – Site Landscaping, Subsection 8.4.1 - Applicability, Section 8.5 – Parking Area Landscaping, Subsections 8.5.2 – Parking Lots – Perimeter Landscaping & Screening and 8.5.3 – Parking Lots – Interior Landscaping, Section 8.7 – Installation & Maintenance Standards, Subsection 8.7.1 – General Standards, and Section 8.8 – Administration, Subsection 8.8.6 – Public Tree Management; Chapter 13, Section 13.8.2 – Certificate of Appropriateness (Major), Subsections D and E, Section 13.8.3 – Commercial/Multi-Family/Industrial Design Review, Subsections E and F, Section 13.9.1 – Grand Tree Removal Permit; and Chapter 14, Section 14.1.3 – Specific Violations, are amended as follows:

8.2 APPLICABILITY

8.2.1 APPLICABILITY

The landscaping regulations apply to both public and private property, according to the following standards:

- A. New Development: All standards of this section shall apply.
- B. Existing Development: This section shall ~~not~~ apply to existing developed property as feasible unless exempted in a specific section of this chapter, unless the new development exceeds 50% of the existing development.
- C. Exemptions: The regulations set forth in this section shall apply to all real property within the town limits, subject to the following exceptions:
 1. Commercial timber operations: Commercial timber operations shall be exempt from the provisions of this section, ~~The town encourages the retention of a 50 foot buffer of existing trees adjacent to all public rights-of-way.~~ if notification is provided, a 50-foot buffer of existing trees adjacent to all public rights-of-way is provided, and the timber harvesting complies with best management practices published by the South Carolina Forestry Commission, provided, any development application for the parcel of land where a commercial timber operation occurs that is submitted within three (3) years of the conclusion of the commercial timber operation shall be denied.
 2. Wetlands mitigation: The mitigation of wetlands pursuant to a development order or approved plan from, and the requirements of, the state coastal council or the Army Corps of Engineers shall be exempt from the provisions of this section.
 3. Commercial tree operation exemption: Trees grown specifically for sale by commercial nurseries are exempt from the provisions of this section.
 4. Agricultural exemption: Any bona fide agricultural use shall be exempt from the provisions of this section.
 5. Utility companies, electric suppliers and governmental agencies: Utility companies, electric suppliers and governmental agencies in the course of constructing or maintaining easements for water, sewer, electricity, gas,

drainage, telephone or television transmission or rights-of-way shall be exempt from the provisions of this section provided that the applicable company, supplier or agency has executed an agreement with the town which, at a minimum:

- a. Minimizes trimming of Grand Trees that do not substantially interfere with the intended purpose of construction or maintenance
- b. Establishes design guidelines for construction and maintenance which identifies the saving of Grand Trees as a factor to be considered in the design process
- c. Provides a mandatory consultation process with the town prior to the commencement of major construction or maintenance or the removal of Grand Trees
- d. Specifies that trees to be removed from the public rights-of-way by electric utilities and other utilities may be required to be replaced by such entity in equal quantity.
- e. Provides that a breach of such agreement constitutes a violation of this section and a loss of exemption from the requirements of this section.

8.3 TREE PROTECTION

8.3.1 PERMIT REQUIRED FOR REMOVAL OF TREES OVER 8 INCHES DIAMETER AT BREAST HEIGHT (DBH)

No person, firm, organization, society, association or corporation, or any agent or representative thereof shall directly or indirectly destroy or remove any [public or private](#) trees in excess of eight (8) inches DBH (Diameter at Breast Height - 4.5 feet above grade) without approval, [and any person who is being paid a fee for the business of planting, cutting, trimming, pruning, removing, or otherwise modifying trees within the town limits of Summerville must first sign an affidavit stating that he or she has received and read the Town of Summerville Tree Preservation Ordinance and ANSI A300 Standards \(current edition\). Such affidavit shall be completed and submitted when making an application for a tree removal permit, and/or when renewing, a Town of Summerville business license.](#) This section shall not restrict the ability of the town, public utilities and electric suppliers from maintaining safe clearance around utility lines subject to the provisions below.

A. Permit Required: A permit shall be required for the removal or destruction of trees in accordance with the procedures set out in Sections 13.3.4, 13.7.1 and 13.9.1. The permit shall be issued when Town Staff ~~in conjunction with and/or~~ the Tree Protection Board (TPB) has determined that:

1. The trees to be removed are dead, ~~diseased, irreparably damaged, hazardous, or clearly causing damage to the property or injury to person~~ clearly pose a risk of injury to person or property that cannot be reasonably mitigated in the opinion of a certified arborist [and corroborated by Town Staff and/or the TPB, or unreasonably limit the utilization of one's property.](#)
2. The density of trees is great enough that removal of some would be beneficial to the overall area, or
3. The tree removal is part of a greater development plan for which an approved landscape plan has been issued pursuant to this section. [For tree removal that is part of a development plan, all Grand trees on site must be evaluated and graded by a certified arborist prior to review.](#)
4. The tree is within eight (8) feet of an existing primary structure with a permanent foundation measured from the edge of the tree at breast height to the wall of the structure.

B. Removal by Utilities: Trees to be removed from the public rights-of-way by electric utilities and other utilities must be replaced by such entity in equal quantity in an approved location and with an approved species from the Suggested Plant Species List on file with Town Staff.

C. Tree Removal and Mitigation Standards

TREE SIZE (DBH) – Tree diameters are measured at breast height (DBH). Breast height is 4.5 feet from ground level.	LOCATION/CONTEXT	PRESERVATION REQUIREMENTS	MITIGATION STANDARDS
1. Individual Tree Removal (Post-occupancy, No construction activity)			
Grand Trees (16 inches DBH or greater)	All Areas	Removal prohibited except as approved by the Tree Protection Board and in accordance with the mitigation standards. See also Note (1) below.	Must replant trees with a minimum new trees whose combined DBH is equal to 100% of the total DBH of the trees removed. See also Note (4) below.
Protected Trees (8 inches or greater DBH to 15 inches DBH) See also Note (3) below.	All areas	Removal prohibited except as approved by Town Staff and in accordance with mitigation standards. See also Note (1) below.	Must replant trees with a minimum new trees whose combined DBH is equal to 50% of the total DBH of the trees removed. See also Note (4) below.
<p>(1) Removal without mitigation is permitted if necessitated by emergency cycles, or if the tree is dead or diseased to the point of causing a clear risk to person or property death, or has damage that staff determines was not caused by the property owner. as determined by staff: Removal without mitigation is also permitted for the removal of trees deemed as an invasive species (as defined by the SC Invasive Species List) or if a tree was removed due to the density of the trees on the lot. (as defined on the SC invasive species list) However, no lot shall be allowed to go below the required tree/acre ratio of 20 trees/acre or 10 trees/acre depending on the context of the lot without replanting.</p> <p>(2) Requirements for the interior portion of a lot may be reduced by planting more trees in Perimeter areas than is otherwise required by Section 8.4 Site Landscaping or Section 8.6 Screening.</p> <p>(2) Trees less than 8 inches DBH that are required as part of mitigation and/or landscaping requirements are prohibited from being removed.</p> <p>(3) Trees planted on site for mitigation must also comply with standards 2-5 laid out in Section 8.3.2.A.</p> <p>(4) For trees that have been removed without a permit, if the property owner can provide evidence that the trees would have met one of the criteria for removal, no mitigation is required. However, no lot shall be allowed to go below the required tree/acre ratio of 20 trees/acre or 10 trees/acre depending on the context of the lot without replanting.</p>			

TREE SIZE (DBH) – Tree diameters are measured at breast height (DBH). Breast height is 4.5 feet from ground level.	LOCATION/CONTEXT	PRESERVATION REQUIREMENTS	MITIGATION STANDARDS
2. Construction Activity/Site Development			
Protected and Grand Trees (8 inches DBH or greater). See also note (6) below.	Perimeter of Lot (Suburban, Urban, Industrial) (within required setbacks and/or buffers for all zoning districts)	Full preservation of all Protected and Grand trees is required in all yards setback and/or buffer areas (front, side and rear). except for Exceptions can be granted if a Protected or Grand tree interferes with the installation of any required or permitted driveways, roads, easements and drainage structures. See also Note (1) below.	Must replant trees with a minimum new trees whose combined DBH is equal to 100% of the total DBH of the trees removed. See also Note (4) below.
	Interior of Lot (Suburban, Industrial) (within the buildable area for all properties in the conventional districts detailed in Section 2.6)	A combined combination of trees whose combined DBH is equal to or greater than or equal to 160 inches per acre OR Twenty (20) trees per acre, whichever amount is greater, must be preserved . See also note (2) below.	If the ratio cannot be preserved, R replanting is required at same the Twenty (20) trees/acre ratio. See also note (4) below
	Interior of Lot (Urban) (within the buildable area for all properties in the mixed-use districts detailed in Section 2.4)	A combined combination of trees whose combined DBH is equal to or greater than or equal to 60 inches per acre OR Ten (10) trees per acre, whichever amount is greater, must be preserved . See also note (2) below.	If the ratio cannot be preserved, R replanting is required at same the Ten (10) trees/acre ratio. See also note (4) below
(1) Removal without mitigation is permitted if necessitated by emergencies, or if the tree is dead or diseased to the point of causing a clear risk to person or property death , or has damage that staff determines was not caused by the property owner. as determined by staff . Removal without mitigation is also permitted for the removal of trees deemed as an invasive species (as defined by the SC Invasive Species List) or if a tree was removed due to the density of the trees on the lot. (as defined on the SC invasive species list) However, no lot shall be allowed to go below the required tree/acre ratio of 20 trees/acre or 10 trees/acre depending on the context of the lot without replanting. (2) Trees required to meet landscaping requirements can count toward mitigation. Requirements for the interior portion of a lot may be reduced by planting more trees in Perimeter areas than is otherwise required by Section 8.4 Site Landscaping, 8.5 Parking Area Landscaping or Section 8.6 Screening. (3) Trees less than 8 inches DBH that are required as part of mitigation and/or landscaping requirements are prohibited from being removed. (4) Trees planted on site for mitigation must also comply with standards 2-5 laid out in Section 8.3.2.A. (5) For trees that have been removed without a permit, if the property owner can provide evidence that the trees would have met one of the criteria for removal, no mitigation is required. However, no lot shall be allowed to go below the required tree/acre ratio of 20 trees/acre or 10 trees/acre depending on the zoning of the lot without replanting. (6) Development that requires Design Review Board (DRB) or Board of Architectural Review (BAR) approval and involves grand tree removal or encroachment which cannot be approved at a staff level, per Section 13.9.1 or 8.8.3.B.5, must be presented to the TPB, along with a certified arborist evaluation of all grand trees to be removed/impacted, prior to requesting Preliminary Approval from the DRB or BAR.			

8.3.2 MITIGATION ALTERNATIVES

~~In the case of residential lots that are part of a larger development of three or more units/ lots or on commercial properties where Town Staff has determined that site constraints result in the inability to provide for all of the required trees, as many trees as practicable must be planted on the site and no further mitigation is required.~~

A. Tree Bank

1. The tree bank site location shall be in the same planning area of the Town as the project site. (Town Staff has final authority to determine site location).
2. Each tree bank tree must be ~~32.5~~ -inch caliper size at a minimum.
3. All tree bank trees must be long-lived, hardy, native or naturalized, and compatible with local conditions, with good aesthetic value, healthy, and disease and pest free and approved by Town Staff.
4. To prevent a monoculture among plantings, the town shall require a diversity in the trees planted. Depending on the number of trees planted, there shall be a diversity of the plantings as follows:
 - 5 to 10 trees: minimum 2 types of trees to be planted;
 - 10 to 20 trees: minimum 4 types of trees to be planted;
 - 20 to 100 trees: minimum 7 types of trees to be planted;
 - Greater than 100 trees: minimum 10 types of trees to be planted.
5. All tree bank trees are to be guaranteed for 1 full year after planting. Any trees that die within this time period must be replaced by the developer and/or permittee.

B. Tree Replacement Fund: If the tree banking alternative is not desirable, then the tree replacement fund is the alternative to meet tree density requirements. If constraints result in the inability in using the Tree Bank alternative then the ~~installed~~ cost of the remaining balance of required ~~trees~~ mitigation inches must be contributed to the Tree Replacement Fund. The following criteria must be observed:

1. In cases where any or all replacement trees cannot be adequately accommodated on a site, the developer/owner shall, in lieu of planting the trees, pay a fee to the town.
2. The required replacement fee shall be \$200 per inch of mitigation required. ~~100% of the total cost to plant the balance of trees that were unable to be planted to satisfy the site density requirement or recompense tree requirements. This fee will be based on the current market retail value of three inch caliper trees installed to the American Association of Nurserymen standards.~~
3. Revenue collected in this fund shall be placed in the Tree City USA account and be used ~~for the following:~~
 - a. ~~Planting, maintaining, or managing trees on public property, including the cost of materials/equipment, labor, professional services, and/or software (materials/equipment and software may be used to evaluate trees on private property as well); solely to support tree planting for the beautification of public lands in the Town limits. Upon recommendation and report of Town Staff, Town Council may authorize expenditures of funds from the Tree City USA account to provide maintenance for threatened Grand Trees on private property in the Town limits or beautification efforts on private property.~~
 - b. Purchasing conservation easements for the perpetual retention of trees and tree canopy. Such conservation easements must allow the Town to replace trees that are removed when they die or become dangerous;
 - c. Acquiring land to permanently protect existing trees or groves;

d. Upon recommendation and report of Town Staff, Town Council may authorize expenditures to provide maintenance for threatened Grand Trees on private property in Town limits; for beautification efforts on private property; for tree giveaways for planting on private property; or for education/training of the Town's citizens on the benefits of trees and proper care of trees.

e. Up to 20% of the balance may be used to contribute to a specific project to bury overhead powerlines that benefits tree canopy within the Town limits.

8.3.3 PRESERVATION DURING CONSTRUCTION

A. Prohibited Activities: Trenching, placing backfill in the critical root zone (CRZ), driving or parking equipment in the CRZ, and dumping of trash, oil, paint or other materials detrimental to plant health in close proximity of the **public or private** trees to be preserved is prohibited.

B. Barriers Required: Protective barricades shall be placed around all **public and private** trees designated to be saved, prior to the start of development activities or grading. Such barricades shall be erected at a recommended minimum distance from the base of protected trees according to the following standards:

1. For trees 10 inches or less diameter at breast height (DBH): Protective barricades shall be placed a minimum distance of 10 feet from the base of each protected tree, or outside the dripline, whichever is greater.

2. For trees greater than 10 inches DBH: Protective barricades shall be placed at a minimum distance equal to 10 feet from the base of a protected tree plus an additional 1 foot for each additional 1 inch DBH greater than 10 inches DBH, or outside the dripline, whichever is greater.

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

4. Construction access to a site should occur where an existing or proposed entrance/exit is located. Except for driveway access points, sidewalks, and curb and gutter, land disturbance within a tree dripline is prohibited subject only to the exceptions noted in Section 8.3.3 below.

5. Where grading within a tree dripline **or required tree protection zone** cannot be avoided, cut and fill shall be limited to 1/3 of the **required tree protection area** **within the dripline**, and a **tree protection plan developed by a certified arborist must be submitted and approved by the Town Arborist**. Tree roots must be pruned with clean cuts at the edge of the disturbed area, and no fill shall be placed within the dripline of a tree without venting to allow air and water to reach the roots. **Disturbance greater than 1/3 of the dripline or required tree protection zone can only be approved by the Tree Protection Board with a tree protection plan developed by a certified arborist.**

C. Replacement of Preserved Trees: Should any tree designated for preservation in the landscape plan die, the owner shall replace it within 180 days of confirmed death with landscaping equal to that required in this ordinance. This ordinance requires replacement only if the property is still under the same ownership and staff can provide proof of improper construction practices in regards to tree preservation. **Replacement trees must comply with standards 2-5 laid out in Section 8.3.2.A.**

D. Required Preservation Areas: The following shall be preserved (See Sections 6.2.1 and 6.4.1):

1. Trees (excludes invasive exotics or noxious weeds **or sweet gums**) in designated open space in an approved plan, except for permitted pathways; and

2. Grand trees - those within the right of way or those shading the pedestrian zone of the street. If the preservation of certain grand trees is in conflict with build-to or setback requirements, Town Staff may grant exceptions on a case-by-case basis. Also, large specimens of invasive exotics, such as mimosa, are not to be considered grand trees.

E. Other Preservation Areas

1. Existing trees in other areas shall be preserved whenever feasible.
2. The decision to preserve trees shown on the environmental inventory shall be made jointly by Town Staff, developer and design team in conjunction with the Tree Protection Board during the project approval process (See Section 13.9).
3. When selecting which trees to preserve, the following shall be considered: existing and proposed grading; age, condition and species of tree (**grand trees must be evaluated and graded by a certified arborist**); and location of site improvements and utility connections.

8.4 SITE LANDSCAPING

8.4.1 APPLICABILITY

The following provisions for site landscaping shall apply to all sites in **Mixed-Use and Suburban Business (N-MX, D-MX, UC-MX, N-B, and G-B)** and Industrial (L-I, and H-I) Districts except where such buildings have a 0-foot setback from the public sidewalk.

8.5 PARKING AREA LANDSCAPING

8.5.2 PARKING LOTS- PERIMETER LANDSCAPING & SCREENING

A. Minimum Width: Perimeter landscape areas shall be a minimum of 8 feet in width adjacent to all parking spaces and travel areas.

B. Required Trees: Large maturing trees shall be planted a minimum of 40 feet on center. **Small maturing trees shall be substituted for large maturing trees within 15 feet of overhead power lines, and shall be planted a minimum of 25 feet on center.**

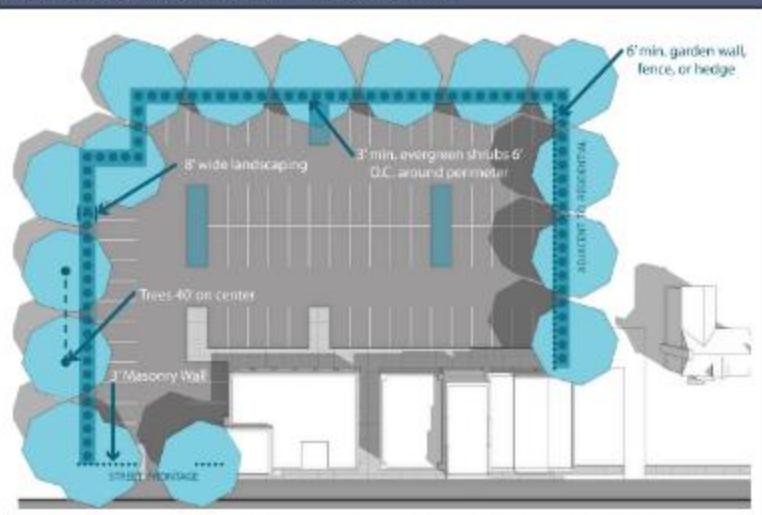
C. Required Shrubs: A continuous row or staggered row of evergreen shrubs, with a minimum expected height at maturity of 3 feet, shall be installed at not more than 6 feet on center. If used in addition to a wall or fence, the evergreen shrubs shall be planted on the exterior side of such features.

D. Additional Requirements for Parking Lots Adjacent to Street Frontage: A masonry wall or garden hedge (maximum 3 feet 6 inches in height) shall be installed along any street frontage adjacent to parking areas. At sidewalks with extensive pedestrian use, the masonry wall or garden hedge is subject to sight visibility triangles.

E. Additional Requirements for Parking Lots Adjacent to Detached and Attached Houses: Off-street parking areas adjacent to Detached and Attached Houses, as defined in Section 2.2, shall be screened from such buildings by one of the following

1. A garden wall or hedge not along public right-of-way (minimum 6 feet in height); or
2. Evergreen shrubs planted at a minimum of 6 feet on center and a minimum of 3 feet in height at the time of planting with an expected maturity height of at least 6 feet; or
3. A combination of the above options.

EXAMPLE: PARKING LOTS - PERIMETER LANDSCAPING

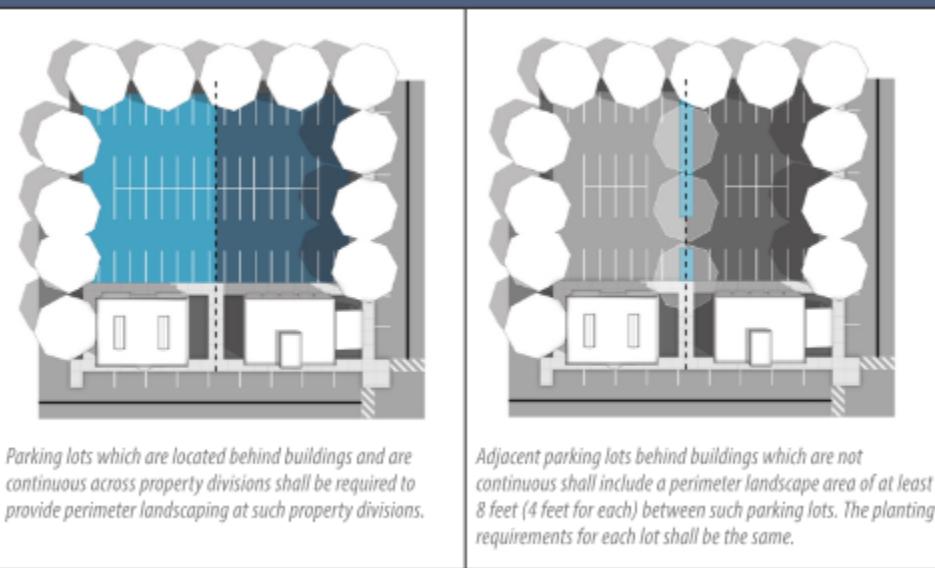


Perimeter landscape areas in parking lots shall be a minimum of 8 feet in width, include large maturing trees planted at no more than 40 feet on center, and include evergreen shrubs planted at no more than 6 feet on center. Additional requirements apply to parking lots adjacent to street frontages and houses (detached or attached).

F. Exception for Parking Lots Behind Buildings

1. Adjacent parking lots which are located behind buildings and are continuous across property divisions shall not be required to provide perimeter landscaping at such property divisions.
2. If adjacent parking lots behind buildings are not continuous, and are connected across property divisions by a drive only, the width of the perimeter landscaping area between the two lots shall be 8 feet total, 4 feet for each parking lot. The minimum required perimeter landscape plantings for each parking lot shall not be reduced.

EXAMPLE: PARKING LOTS BEHIND BUILDINGS



G. Existing Vegetation: Existing vegetation located in the perimeter landscape area which is designated for preservation may be applied toward the requirements of this section.

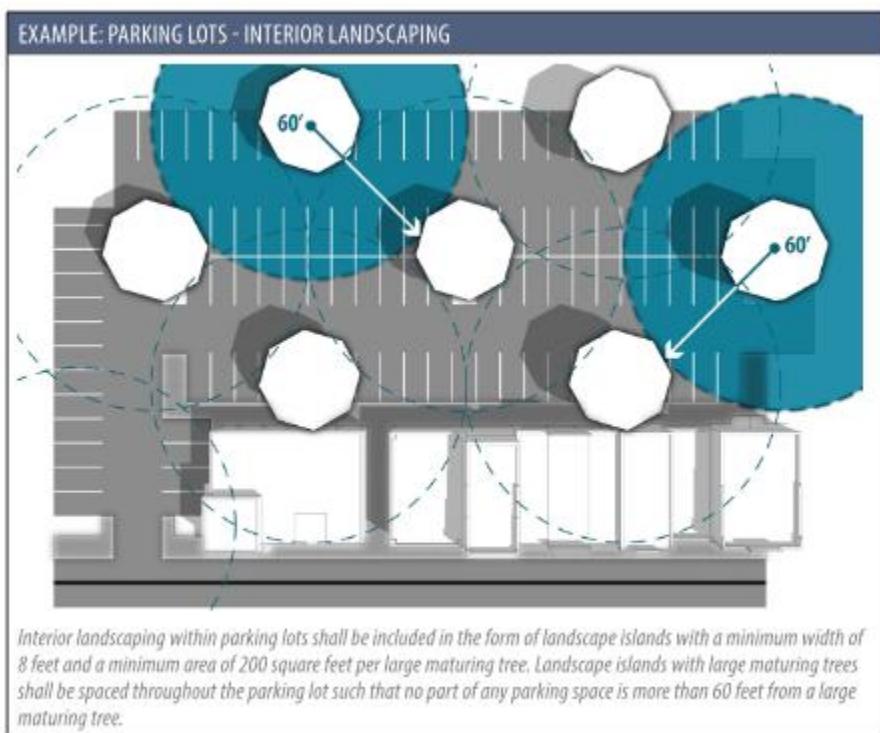
8.5.3 PARKING LOTS - INTERIOR LANDSCAPING

A. Landscape Islands and Strips

1. Landscape islands/strips within parking lots shall be located so as to define and direct vehicular movement.
2. Landscape islands/strips shall have an overall minimum depth of 3 feet **and a minimum width of 5 feet, not including any curb width.**
3. Landscape islands/strips with large maturing trees shall include a minimum of 200 square feet of pervious space per tree

B. Minimum Spacing: Large maturing trees shall be planted within the interior landscape islands/strips of parking lots so that no part of any parking space is more than 60 feet from the center of a **large maturing tree. Small maturing trees shall be substituted for large maturing trees within 15 feet of overhead power lines, and no part of any parking space shall be more than 40 feet from the center of any small maturing tree.** This should be illustrated on submitted landscape plans as part of the approval process.

C. Other Landscaping Areas: All areas not specifically required for parking or circulation should be landscaped with plant material or sod at the discretion of the DRB.



8.7 INSTALLATION & MAINTENANCE STANDARDS

All vegetation **installed on public or private property** required by this section shall meet the planting specifications provided below unless otherwise approved by Town Staff.

8.7.1 GENERAL STANDARDS

- A. Planting Seasons: For optimal health of the material, all required plantings should be generally be installed during the spring or fall planting seasons.
- B. Quality of Plantings: All new plant material shall be of good quality, installed in a sound, workmanlike manner and meet the standards set forth in the American Standard for Nursery Stock by the American Association of Nurserymen.
- C. Size of Plantings: Large maturing trees must be no less than **32.5"** caliper at time of planting. Small maturing trees must be no less than **2"** caliper at time of planting. **Evergreen** All shrubs must be a minimum of **7** three-gallon container size at time of planting, and **18 inches in height or spread** (depending on whether the growth habit is

upright or spreading) measured from the top of the root zone. ~~ornamental shrubs and grasses must be a minimum of 5 gallon at time of planting.~~

D. Existing Vegetation Preferred: Use of existing vegetation, native plants, drought tolerant plants, and water conserving irrigation techniques is encouraged. Preservation of tree save areas is encouraged and generally favored over preservation of scattered individual trees.

E. Soil Compaction: Installation and construction practices shall be utilized which preserve existing topsoil or amend the soil to reduce compaction.

F. Preservation of Topsoil

1. Original topsoil must be utilized as topsoil in any areas that remain pervious.
2. When a site is graded, the topsoil being removed from the ground shall be stored on site and repositioned as topsoil in the pervious areas of the site as needed in those areas.

G. Staking: All trees shall be properly guyed or staked in accordance with accepted practices in the landscape industry, to prevent winds from loosening the roots.

H. Groundcover: In conjunction with any development, ground cover shall be planted or mulch installed to a depth of 3 inches on all portions of exposed bare ground not otherwise developed or landscaped. This shall include planting strips and other areas within rights of way that are contiguous to the development site. Ground covers shall provide 75% coverage within 1 calendar year from the time of planting for grass and 50% coverage within 1 calendar year for other materials. Mulch shall only be pine straw or non-dyed hardwood mulch.

I. Irrigation: Irrigation shall be required in all new development unless Town Staff specifically waives this requirement based on the unique character of the development and/or the nature of the proposed plant material.
Supplemental irrigation (i.e. tree bags or tree diapers) may also be considered or required at the discretion of Town Staff.

J. Maintenance Required: Landscaping shall be maintained in good condition and shall be kept free from refuse and debris.

K. Severe Trimming/Pruning Prohibited: *Tree pruning shall be accomplished in accordance with the procedures set forth in the American National Standards Institute (ANSI) A-300 Tree Care Operations standards, or its revision / replacement, and follow all tree care Best Management Practices (BMPs).* Severe trimming, pruning or other maintenance that results in significant alteration of the natural shape of a tree or modification of the central leader (including “lollipopping,” “hat-racking,” “topping,” or similar techniques) is prohibited, except in conjunction with public utility maintenance.

L. Sight Distance Triangles: No plants shall be planted within the sight distance triangle at an intersection, or driveway access points unless an unobstructed view between 30 inches and 6 feet in height is maintained.

M. Overhead Utility Lines: Where large maturing trees are required and overhead utility lines exist or are proposed, small maturing trees (a maximum of 15 feet in height) planted 1 per 30 linear feet and setback from poles, guys and switchboxes a minimum of 15 feet shall be substituted with the approval of Town Staff.

N. Drainage Swales and Underground Utilities: Trees shall be planted a minimum of 5 feet from the centerline of drainage swales and underground utilities including drainage structures.

O. Encroachment Agreement: No irrigation lines may be installed within the planting strip, or other portions of the public right-of-way, without an encroachment agreement executed by the town or SCDOT as appropriate.

8.8.6 PUBLIC TREE MANAGEMENT

Public trees within the town are considered to be a valuable public resource. Public trees shall include all trees growing on town-owned property, within the town street rights-of-way, in parks, around public facilities, and on all other town maintained properties within the town limits. Public trees shall include trees located on South Carolina Department of Transportation rights-of-way which were planted by or are maintained by the town. **It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from Town Staff.** In order to appropriately care for and maintain these public resources, the town will work to create inventories and develop work plans as described in this section. The Town Staff and/or the Tree Protection Board shall be responsible for public tree care and management as follows:

A. Maintain a current inventory of all public trees. The inventory data gathered and recorded for each tree shall include, at a minimum, the following information:

1. Location (address or latitude/longitude coordinates);
2. Tree species;
3. DBH;
4. Condition;
5. Maintenance needs.

B. Develop an annual work plan for the management of public trees utilizing tree inventory information. The work plan shall contain the following plans and schedules, **and work shall conform to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and follow all tree care Best Management Practices (BMPs):**

1. Tree planting;
2. New tree maintenance including mulching, irrigation, and young tree training, pruning;
3. Tree pruning;
4. Tree mulching;
5. Tree removal.

C. Public tree planting, care, and maintenance shall be carried out by or under the supervision of a certified arborist and documented through a management/permitting system.

13.8.2 CERTIFICATE OF APPROPRIATENESS (MAJOR)

D. Pre-Application Meeting: The applicant must set up a pre-application meeting with Town Staff/**TRC**. The purpose of this meeting is to provide clarification and assistance in the preparation and submission of plans for review. **It is recommended that the applicant provide a Site Analysis (13.5.2.A) and Sketch Plan (13.5.2.B) to Town Staff prior to or at the pre-application meeting, so that Town Staff has an opportunity to review and comment on the proposal before the applicant expends funds on the preparation of a detailed Schematic Plan.**

E. Required Application Information: Pre-application Conference (13.6.1), Site Analysis (13.5.2.A), Sketch Plan (13.5.2.B) and Building Elevations (13.5.2.G) (may be waived by Town Staff as appropriate). **Development that involves grand tree removal or encroachment which cannot be approved at a staff level, per Section 13.9.1 or 8.8.3.B.5, must be presented to the TPB, along with a certified arborist evaluation of all grand trees to be removed/impacted, prior to requesting Preliminary Approval from the BAR.**

13.8.3 COMMERCIAL/MULTI-FAMILY/INDUSTRIAL DESIGN REVIEW

E. Pre-Application Meeting: The applicant must set up a pre-application meeting with Town Staff/**TRC**. The purpose of this meeting is to provide clarification and assistance in the preparation and submission of plans for review. **It is recommended that** the applicant provide a **Site Analysis (13.5.2.A)** and **Sketch Plan (13.5.2.B)** to Town Staff prior to **or at** the pre-application meeting, so that Town Staff has an opportunity to review and comment on the proposal before the applicant expends funds on the preparation of a detailed Schematic Plan.

F. Required Application Information: Pre-application Conference (13.6.1), Site Analysis (13.5.2.A), Sketch Plan (13.5.2.B), Schematic Plan (13.5.2.B) and Building Elevations (13.5.2.G). The Schematic Plan and Building Elevations may be waived by Town Staff as appropriate. **Development that involves grand tree removal or encroachment which cannot be approved at a staff level, per Section 13.9.1 or 8.8.3.B.5, must be presented to the TPB, along with a certified arborist evaluation of all grand trees to be removed/impacted, prior to requesting Preliminary Approval from the DRB.**

13.9.1 GRAND TREE REMOVAL PERMIT

A. Applicability: The Tree Protection Board (TPB) shall review all requests for Grand Tree Removal.

B. Process Type: Discretionary Review

C. Public Notification: TW - Town Hall/Web Posting

D. Required Application Information: Site Analysis (13.5.2.A), Sketch Plan (13.5.2.B) and Schematic Plan (13.5.2.C) (may be waived by Town Staff as appropriate).

E. Pre-Application Procedure: Prior to the TPB, Town Staff and/or TPB members deemed appropriate shall meet on-site with the applicant. The purpose of the meeting shall be to evaluate the site conditions, the tree's health, and evaluate options.

F. Action Required by the TPB: If the TPB shall fail to take action upon any case within 60 days after the receipt of application for permit, the application shall be deemed to be approved, except where written agreement has been made for an extension of the time limit.

G. Decisions/Justifications: The TPB may approve, deny, or approve with conditions the application for the removal of a Grand Tree. Approval shall be granted when one or more of the following conditions are determined to exist:

1. The Grand Tree is **diseased**, dead or dying; or
2. The Grand Tree **poses a safety hazard to nearby buildings, utility lines or pedestrian or vehicular traffic** clearly **poses a risk of injury to person or property that cannot be reasonably mitigated in the opinion of a certified arborist and corroborated by Town Staff and/or the TPB, or unreasonably limit the utilization of one's property**; or
3. The Grand Tree prevents essential grade changes or all reasonable utility installations; or
4. The Grand Tree prevents all reasonable site configurations; or
5. The removal of the Grand Tree is the only reasonable means by which building, zoning, subdivision, health, public safety or other Town requirements can be met; or
6. Grand Tree is located on the construction site and up to ten feet around the perimeter of the construction site of an approved building and related driveway parking area. **In the case of residential lots that are part of a larger development of three or more units/lots or on commercial properties, e**Every measure should first be explored to preserve existing trees, including the reconfiguration of the building and/or driving/parking areas around the tree; or
7. The lot is of such density with existing trees that the removal of certain protected trees is considered beneficial; or

8. The removal of the Grand Tree has otherwise been approved by the Town Council.

H. Appeals: After receiving denial of an application brought before the Board, any person aggrieved has the right to appeal the Board's decision before the courts of the State of South Carolina as provided in S.C. Code 1976, § 6-29-900 et seq., as amended.

I. Permit Validity: Upon the approval of the removal, the applicant shall have 6 months to remove the Grand Tree and install any required mitigation measures. Failure to complete all work within this time shall render the compliance void. Any change to the approved plans that has not been authorized by Town Staff shall invalidate the Certificate of Compliance and any subsequent building permits.

J. Permit Extension: Town Staff may grant a single extension of this time period of up to 6 months upon submittal by the applicant of sufficient justification for the extension.

14.1.3 SPECIFIC VIOLATIONS

It shall be a violation of the UDO to do any of the following:

A. Develop, modify, occupy, or subdivide a property without first obtaining the appropriate permits or development approvals as set forth in Chapter 13 (Administration).

B. Excavate, grade, cut, clear, or undertake any land disturbing activity without first obtaining the appropriate permits or development approvals, and complying with their terms and conditions.

C. Remove existing trees from a site or parcel of land without first obtaining the appropriate permits and development approvals, and complying with their terms and conditions. If an owner cuts all or any portion of his or her property under the claim of good faith forestry practice, and then seeks a development permit for any portion of the property within ~~2~~ three (3) years of the cut, a rebuttable presumption shall arise that the cut was done in anticipation of future development and the permit denied. Any person seeking to rebut the presumption shall have the burden of proving their claim by clear and convincing evidence.

D. Reduce or diminish the requirements for development, design, or dimensional standards below the minimum required by the UDO.

E. Increase the intensity or density of development, except in accordance with the standards of the UDO.

F. Through any act or omission, fail to comply with any other provisions, procedures, or standards as required by the UDO.

ORDINANCE

TO AMEND THE ZONING MAP OF THE TOWN OF SUMMERVILLE TO REZONE THE PARCEL OWNED BY ANTHONY & PARNICE WITCHER, KNOWN AS TMS#130-10-00-084, LOCATED AT 820 WASSAMASSAW ROAD, FROM N-MX, NEIGHBORHOOD MIXED-USE, TO N-R, NEIGHBORHOOD RESIDENTIAL

WHEREAS, the owner of the real estate designated as Dorchester County TMS #130-10-00-084, located at 820 Wassamassaw Road and totaling approximately 0.25 acres, has requested the Town Council of the Town of Summerville to rezone said property to N-R, Neighborhood Residential; and

WHEREAS, the proposed zoning is consistent with the surrounding land uses and the Town's Comprehensive Plan, Summerville: Our Town, Our Future;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Town Council of the Town of Summerville in Council assembled that the approximately 0.25 acres owned by Anthony & Parnice Witcher located at 820 Wassamassaw Road and known as Dorchester TMS# 130-10-00-084 be rezoned to the classification of N-R "Neighborhood Residential" from the classification of N-MX "Neighborhood Mixed-Use."

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

Ratified this _____ day of _____, 2026.

Russ Touchberry, Mayor

Beth Messervy, Town Clerk

PUBLIC HEARING: November 17, 2025

FIRST READING: _____

SECOND READING: _____

ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THE PORTION OF THE PARCEL OWNED BY NASH-NEXTON HOLDINGS, LLC, ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE PROPOSED PLAT ATTACHED HERETO AND INCORPORATED BY REFERENCE:

WHEREAS, the owner of the real estate designated as a portion of Berkeley County TMS # 195-00-00-046, located off Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and totaling approximately 738 acres, has petitioned the Town Council of the Town of Summerville to annex into the Town of Summerville.

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

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

SECTION II. That the property above described and hereby annexed shall be Zoned PUD “Planned Unit Development District” and be classified as “Planned Unit Development District” pending zoning pursuant to the Ordinance 25-12 _____ of the Town of Summerville.

Ratified this _____ day of _____, 2026 A.D.

Russ Touchberry, Mayor

Beth Messervy, Town Clerk

PUBLIC HEARING: November 17, 2025

FIRST READING: _____

SECOND READING: _____

ORDINANCE

TO AMEND THE ZONING MAP OF THE TOWN OF SUMMERVILLE TO ZONE THE PORTION OF THE PARCEL OWNED BY NASH-NEXTON HOLDINGS, LLC, KNOWN AS BERKELEY COUNTY TMS#195-00-00-046 TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT

WHEREAS, the owner of the portion of the real estate designated as Berkeley County TMS#195-00-00-046, located off Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and totaling approximately 738 acres, has petitioned the Town Council of the Town of Summerville to annex into the Town of Summerville pursuant to Ordinance 25-12____; and

WHEREAS, the proposed zoning is consistent with the existing land uses in that area;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Town Council of the Town of Summerville in Council assembled that the approximately 738 acres owned by Nash-Nexton Holdings, LLC located off Wildgame Rd., Sheep Island Rd., Nexton Pkwy., and Grand Blvd., and known as a portion of Berkeley County TMS#195-00-00-046 be zoned to the classification of PUD "Planned Unit Development District."

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

Ratified this _____ day of _____, 2026.

Russ Touchberry, Mayor

Beth Messervy, Town Clerk

PUBLIC HEARING: November 17, 2025

FIRST READING: _____

SECOND READING: _____

ORDINANCE 25-12

AN ORDINANCE APPROVING A PROPOSED DEVELOPMENT AGREEMENT FOR NASH-NEXTON HOLDINGS, LLC 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 NASH-NEXTON HOLDINGS, LLC – BERKELEY COUNTY TMS# 195-00-00-046 FOR A TOTAL OF 738 ACRES.

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

WHEREAS, Summerville Town Council, the governing body of the Town of Summerville, South Carolina adopted Ordinance No. 06-1002 which is now codified as Unified Development Ordinance (UDO) Section 13.11.4 Development Agreements; and

WHEREAS, NASH-NEXTON HOLDINGS, LLC (the “Developer”) owns certain land suitable for residential, commercial, civic, recreational and open space, and which is described as approximately 738 acres; and

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

WHEREAS, the Town of Summerville and the Developer have now concluded their negotiations with respect to the terms of the development agreement for the property owned by the Developer or its successor in title.

NOW THEREFORE, BE IT ORDAINED by the Summerville Town Council, in a meeting duly assembled that:

1. The development agreement, attached hereto as Exhibit A, is hereby approved.
2. The recitals stated above are hereby incorporated herein to the same extent as if set out verbatim.

ADOPTED this _____ day of _____ 2026.

Russ Touchberry
Mayor

ATTEST:

Beth Messervy, Town Clerk

Public Hearing: December 11, 2025
Public Hearing: _____
First Reading: _____, 2026
Second Reading: _____, 2026

ORDINANCE 25-12

AN ORDINANCE APPROVING A SIXTH AMENDMENT TO THE NEXTON DEVELOPMENT AGREEMENT BY AND BETWEEN THE TOWN OF SUMMERTON (THE “TOWN”) AND NASH-NEXTON HOLDINGS, LLC (THE “PROPERTY OWNER”) AND AUTHORIZING THE EXECUTION OF SAID SIXTH AMENDMENT

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

WHEREAS, Summerville Town Council, the governing body of the Town of Summerville, South Carolina has previously adopted a development agreements ordinance, Ordinance No. 06-1002 which is now codified as Unified Development Ordinance Section 13.11.4, Development Agreements; and,

WHEREAS, the Town, MWV-Sheep Island, LLC (“Sheep Island”), MWV-Parks of Berkeley, LLC (“Parks”), and MWV Community Development and Land Management, LLC (“CDLM”) (Sheep Island, Parks, and CDLM collectively hereinafter, “Original Property Owner”), entered into that certain Nexton Development Agreement (formerly known as the Parks of Berkeley/Sheep Island Tract Development Agreement) (the “Original Development Agreement”) with an effective date of April 27, 2011, and recorded on April 28, 2011, in the Berkeley County Register of Deeds Office (the “ROD Office”) in **Volume 8913 at Page 1**; and

WHEREAS, the Town and the Original Property Owner entered into that certain First Amendment to Development Agreement (the “First Amendment”) with an effective date of February 8, 2012, and recorded on February 23, 2012, in the ROD Office in **Volume 9331 at Page 284**; and

WHEREAS, the Town and the Original Property Owner entered into that certain Addendum to Development Agreement (the “Addendum”) with an effective date of March 29, 2012, and recorded on March 30, 2012, in the ROD Office in **Volume 9392 at Page 17**; and

WHEREAS, the Town and the Original Property Owner entered into that certain Second Addendum to Development Agreement (the “Second Addendum”) with an effective date of February 14, 2013 and recorded February 19, 2013, in the ROD Office in **Volume 9963, at Page 54**; and

WHEREAS, the Town and Original Property Owner entered into that certain Second Amendment to Development Agreement (the “Second Amendment”) with an effective date of August 14, 2013, and recorded on August 23, 2013, in the ROD Office in **Volume 10333 at Page 225**; and

WHEREAS, the Town, Sheep Island, and Parks entered into that certain Third Amendment to Development Agreement (the “Third Amendment”) with an effective date of June 6, 2014, and recorded on June 11, 2014, in the ROD Office in **Volume 10798 at Page 1**; and

WHEREAS, the Town, Sheep Island, and Parks entered into that certain Fourth Amendment to Development Agreement (the “Fourth Amendment”) with an effective date of February 21, 2017, and recorded on February 21, 2017, in the ROD Office in **Volume 2396 at Page 19**; and

WHEREAS, Parks assigned its rights and obligations under the Development Agreement to Property Owner under that certain Partial Assignment of Rights and Obligations Under Development Agreement effective March 3, 2017, and recorded on March 3, 2017, in the ROD Office in **Volume 2406 at Page 376**; and

WHEREAS, Sheep Island assigned its rights and obligations under the Development Agreement to Property Owner under that certain Partial Assignment of Rights and Obligations Under Development Agreement effective March 3, 2017, and recorded on March 3, 2017, in the ROD Office in **Volume 2406 at Page 398**; and

WHEREAS, CDLM no longer has a legal or equitable interest in the Real Property and therefore is no longer a Property Owner as defined in the Development Agreement, Act and/or Town Ordinance Number 06-1002, §1-11; and

WHEREAS, the Town, Property Owner, MAC Charleston Investment Group, LLC, and NEXTED REIT, LLC, entered into that certain Fifth Amendment to Nexton Development Agreement (the “Fifth Amendment”) with an effective date of January 24, 2023, and recorded on February 22, 2023, in the ROD Office in **Volume 4487 at Page 661** (the Original Development Agreement, First Amendment, Addendum, Second Addendum, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment collectively hereinafter, the “Development Agreement”); and

WHEREAS, pursuant to Section 12(c) of the Development Agreement, Property Owner agreed to donate land to the Town for the purposes of constructing a Municipal Facility (as defined in the Development Agreement); and

WHEREAS, on or about the date of this Sixth Amendment, Property Owner is annexing additional real property into the Town (“Annexed Real Property”), and the Town and Property Owner are entering into a separate development agreement with respect to said Annexed Real Property (“Creekside Development Agreement”); and

WHEREAS, the Town and Property Owner wish to address the conveyance of the Municipal Facility to Town in the Creekside Development Agreement; and

WHEREAS, the Town and Property Owner now desire to further amend the Development Agreement to remove the obligations relating to the Municipal Facility from the

terms of the Development Agreement, all pursuant to the terms and conditions set forth herein; and

WHEREAS, pursuant to the Code of Laws of South Carolina Section 6-31-6- and Town Ordinance Number 06-1002, §§ 1-11, the Town conducted a public hearing regarding the consideration of this Sixth Amendment on December 11, 2025, after publishing and announcing notice.

NOW THEREFORE, BE IT ORDAINED by the Summerville Town Council, in a meeting duly assembled, that the Sixth Amendment to the Development Agreement attached hereto a "Exhibit A" and incorporated herein by reference, is hereby approved, and the Mayor is hereby authorized to execute the same.

ADOPTED this _____ day of January 2026.

Russ Touchberry, Mayor

ATTEST:

Town Clerk

Public Hearing: December 11, 2025
First Reading: _____
Second Reading: _____



SUMMERVILLE SOUTH CAROLINA

PARKS AND RECREATION DEPARTMENT

SPECIAL EVENT PERMIT GUIDE



Permit Guide Overview

When do I Need a Permit?

A Special event permit is **required for any/all of the following:**

- **Organized activity with fifty (50) or more people** using publicly owned, managed or controlled property (including Right-of-Ways).
- **Organized parade, no minimum number.** It is unlawful for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade or public meeting or assembly (as defined in Chapter 24 Article II of the Town ordinances) in or upon any public street, park or other public grounds in the town unless and until a special event permit to conduct such meeting, assembly, or parade has been obtained in compliance with the provisions of this division.
- **If an organization is requesting use of utilities.** If requesting access to power or water at any Town owned park or pavilion, the requester is required to submit a permit regardless of the event size.

A special event permit is not required for picketing as defined in Chapter 24 Article II of the Town ordinances. Picketing may require a Notice of Intent. Please refer to Town ordinances for additional information regarding picketing.

What types of permits are not allowed?

- **The Town of Summerville does not allow the use of any Town-owned property for the purpose of profit** (unless for charitable donations). No admission fees can be charged except entry fees to races/walks for the purpose of raising funds for a designated 501(c) 3 or eleemosynary organization.
- **Town Hall buildings are strictly prohibited** with the exception of meetings/events conducted by government agencies, Chambers of Commerce, and other approved entities.
- **Most public property cannot be reserved for the exclusive use of one group**, and access to the general public must be available at all times. All events are expected to be family-friendly in nature.
- **Multi-day permits that exceed three consecutive days**; no permits will be approved for an event that will last longer than three days.
- **Overnight or events outside of normal permitting hours.** Standard event times are from 5am - 10pm including all setup and break-down unless authorized by the Parks & Recreation Director.

Submitting a Permit

Applications with street closures shall be submitted no less than 90 days in advance of the requested event date. All other applications shall be submitted a minimum of 30 days in advance of the requested event date. Late applications may be accepted if filed sufficiently in advance of the date of the proposed activity to enable the town to determine that such activity meets the requirements.

Permits may be submitted up to one year in advance of event date and must be submitted online by visiting, <http://summervilleesc.gov/166/Special-Event-Permits>

What is required to submit a permit?

- 1) Complete the online permit form.
- 2) Create & attach an event map and event timeline.
 - a. Once you have completed the online form you will hit “Submit and Sign” this will automatically pull up a new screen where you must attach the additional required documents. These include:
 - i. **A detailed event map:** This should be a layout of your event at **the actual park or space you are requesting**. DO NOT simply attach a map with a picture of the park, we need to see your layout in that space. The map should include information about all the activities you are requesting to do and where they will be located, locations for police/ barricades, locations for porta-potties, etc. If you are requesting a road race this should include a map of your route and details about road closure locations.
 - ii. **A detailed timeline:** This should include all important information about your proposed event, including detailed times, locations, information about set-up and breakdown, additional information about crowd control, plan for controlling and disposing of trash and any other important logistics about the event.
- 3) Pay \$30.00 application fee and required deposit.
 - a. Applications will not be processed until the \$30.00 application fee is paid in full. The application fee is nonrefundable and nontransferable. The deposit and applicable fees will vary based on the length and nature of your event. These fees can be paid after your event is approved.

After your permit is submitted the process will vary depending on the type of event you or your organization are hosting. While reviewing and processing your materials, staff may be in contact with you to provide updates, recommendations, and/or requests for additional information. This process is a collaboration among many other Town Departments as well as your organization. Please note that after a permit has been submitted it cannot be edited so please submit as much information as possible when you submit it.

Date Requests

Historically permitted events are given date and location preference. New requests will be handled on a first-come, first-serve basis. The requested date will be held **ONLY** after the special event application has been submitted and approved by from all departments, and permit fees have been paid. Only one event

will be permitted per space per day. Meaning, back-to-back permits at the same space on the same day will not be allowed.

To foster a positive business environment for Downtown Summerville, Hutchinson Square is available for permitted events only one Saturday per month in addition to the following established events which receive priority scheduling: Sweet Tea Festival and Oktoberfest. In addition, the Saturday preceding each of the following holidays is blocked out annually to support local businesses:

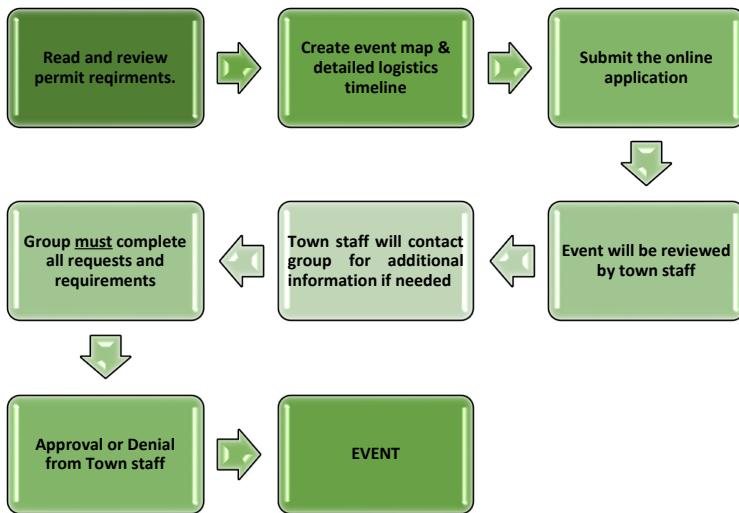
- Martin Luther King Day
- Valentine's Day
- President's Day
- Mother's Day
- Memorial Day
- Father's Day
- Labor Day
- Veteran's Day
- Shop Small Saturday (the Saturday after Thanksgiving)

To check available dates please contact the Marketing and Events Manager at 843-[510-0005508-0041](tel:510-0005508-0041).

Event permits may be submitted as early as one year prior to the proposed event date.

How long will it take to hear about my permit?

Depending on the request, the process can take anywhere from two weeks to a few months to complete. Permits not submitted within the required timeframe, are not guaranteed to receive a response regarding their permit. Delays may occur if your event requires a special meeting or additional clarification. **Please do not begin advertising your event until your application is approved.**



Note: Not all of the steps above apply to every event. Some events are much more complex than others. Town staff will manage and review each event application individually and strive to ensure that every last detail is addressed.

Section I

Street Closing Guidelines

- An approved Special Event Permit is required for any event where road closures will be requested, regardless of the number of participants expected.
- For any parade, road race/ walk or an event that will have people relocating from one location to another via public roads the event organizer will be required to hire Summerville Police officers to close any roads proposed as part of the walking or running route. The number of officers needed will be determined by the Summerville Police Department.
- Street closures should be avoided when possible. When unavoidable, closures should be minimized. Only events, races excluded, with an estimated attendance of more than 500 people can request a street closure. A street closure request with fewer than 500 people must provide proof of support by all affected property owners.

- Street closures in the Downtown business area or events over 500 **or any event in Hutchinson Square** requires the hiring of an event manager through the Parks & Recreation Department, unless this requirement is waived by the Parks & Recreation Director. The event manager's fee is billed at the current rate with a (4) hour minimum and must be paid at least 15 days before the event. All scheduling and payment arrangements are handled through the Parks & Recreation Department.
- Town Streets where closures are **NOT** permitted:
 - Main St. with the exception of: The Town of Summerville Tree Lighting Ceremony and **the Flowntown Festival.**
 - Laurel St. during the months of Miracle League Games, typically December to May.
- All proposals will be reviewed by the Police Department to ensure that public safety will not be compromised and traffic control, detours, and closures are appropriate.
 - It is the responsibility of the Event Organizer to reserve and pay for Police officers. Cost of officers is billed at the current off-duty rate with a (4) hour minimum per officer. To arrange officers, the event organizer must contact Karen Failla, kfailla@summervillesc.gov, (843) 285-7500 with the Summerville Police Department.
 - **Event organizers must keep vendors, food trucks, and all event activities out of the center of roadways, even when streets are closed. This requirement ensures that first responders can safely access the area in the event of an emergency.**

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Information about using/requesting barricades:

- Requesting organization will be responsible for renting appropriate barricades and detour signs required for their event. Barricades must be requested during the permit process. The number of barricades and location should be specifically indicated in the permit notes and location should be shown on the permit map.
- Barricades do not replace the need for Police Officer but can be requested in addition to the required officers needed to close streets.
 - Cost - \$**3025.00** per barricade
- Barricades will be delivered to the approved locations the day of the event. Event organizers are responsible for placing the barricades as needed, breaking them down after the event, and returning them to the original delivery location.

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Section II

Alcohol Guidelines

No sale of alcoholic beverages, other than beer and/or wine, is allowed on Town property. Beer and/or wine sale and consumption is allowed only for designated outdoor facilities. Any sale or consumption of beer and/or wine on Town premises without written authorization (requirements listed below) is unlawful.

The Town of Summerville Police Department and State Department of Revenue representatives will independently review your event plans and alcohol management strategies. Both the Police Department and managing town department may place restrictions on the way in which alcohol is managed at your proposed event.

The following conditions apply to all written authorizations for the sale of beer and/or wine:

- A. You will be required to obtain a permit from the South Carolina Department of Revenue and provide a copy to the Town of Summerville. In addition, the requesting organization must meet the insurance requirements set forth by the Town on the following pages. Laws in regards to the sale, service, purchase, possession and consumption of alcohol are subject to enforcement action up to and including arrest. More information is available at <https://dor.sc.gov/tax/abl> or 803-898-5864 or abl@dor.sc.gov
- B. Area in which sales may take place must be designated and shown on a map.
- C. At least one or more police officers are required to be present, as well as have an ID check station. Wristbands or hand stamps will be required by any individual wishing to purchase beer and/or wine at a designated event. Event organizers are responsible for staffing and handling the ID check tent.
- D. Bring Your Own Beer/Wine will not be allowed on any town property during any event or rental.
- E. Beer & wine liability and general liability insurance requirements must be met.
- F. Seller must follow all local and state guidelines regarding the sale of alcohol.
- G. Seller must serve alcohol in either unbreakable plastic cups or aluminum cans.
- H. Seller is responsible for clean-up.
- I. In the case of "beer gardens", no one under the age of 21 will be permitted in the designated area.
- J. The sale and consumption of alcoholic beverages at Town-sponsored events or on Town property is restricted and limited to the area that is approved as part of the authorization process. No person shall bring, carry or transport any alcoholic beverage into or onto any site in which a special event is taking place or where alcohol is being sold or served.
- K. Seller is responsible for all damage to persons or property caused by or related to Seller's activities.

Section III

Special Events Liability Requirements

A certificate of insurance naming the Town of Summerville as additionally insured will be required for all Major Events and in some cases, for smaller events as determined by the Town of Summerville.

Note: A Major Event is a Special Event that impacts multiple town departments, has 500 or more people in attendance, and has an impact on any street, right-of-way, and/or Town-owned or managed park or facility.

All events that include the use of fireworks, **drones**, live animals, motorized/mechanical vehicles or equipment, inflatables (jump castles etc.) or other amusement rides, bungee cords and similar devices, trampolines, rebounding equipment or alcohol are required to obtain a copy of the contracting companies' certificate of liability insurance naming the Town of Summerville as additionally insured.

Events that include amusement rides must also provide a copy of the inspection report from the South Carolina Office of Elevators and Amusement Rides.

Liability Required	Each Occurrence
General Liability Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
Beer & Wine Liability (If alcohol is being served) Bodily Injury & Property Damage Combined Single Limit	\$1,000,000

THE TOWN OF SUMMERVILLE MUST BE NAMED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY. The address should be as follows:

Town of Summerville
200 S. Main St.
Summerville, SC 29483

Section IV

License & Permit Requirement

The Event Permit Holder is solely responsible for obtaining all of the following (applicable) licenses and permits and must submit copies to the Town of Summerville no later than two (2) weeks prior to the event. Failure to remit copies to the Town of Summerville may result in the redaction of the event permit.

- SC Dept. of Revenue Retail License
- Town of Summerville Business License
- SC Dept. of Revenue Special Event Beer and Wine Permit
- SC Dept. of Agriculture (formerly DHEC) Food Service Permit
- SC Dept. of Elevators and Amusement rides inspection report
- SC Dept. of Labor, Licensing & Regulations Commercial Outdoor Display Permit

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SC Dept of Revenue Retail License:

Per the South Carolina Department of Revenue, every person who engages in business in the State of South Carolina as a retailer must obtain a retail license before making any sales. To view information on or about obtaining a SC Retail License please visit: <https://dor.sc.gov/tax-index/registration>

Town of Summerville Business License:

Per section 8-31 of the Town of Summerville Code of Ordinances all participating businesses, vendors, musical acts etc. must obtain a Town of Summerville Business License prior to participating in special events. A special event business license may be obtained no more than two (2) times per calendar year at a rate of \$10 for in-town businesses and \$20 for out-of-town businesses. Vendors that plan to participate in two or more events per year should apply for a regular business license.

The event organizer may include the Business License fee in the vendor packet and obtain a business license on behalf of the vendor or the vendor may procure the license themselves no later than five (5) business days prior to the event.

SC Dept. of Revenue Event Beer & Wine Permit:

Per the South Carolina Department of Revenue, event organizers wishing to sell beer and wine at their special events must obtain the above permit. A copy of the final approved permit from SLED must be emailed to the Special Events Coordinator and Police Department Admin at least two (2) weeks prior to the event. The Town of Summerville does not permit the sale of Liquor on Town owned property and event organizers should only apply for the Special Event Beer & Wine Permit. Additional information about requirements and how to apply can be viewed here: <https://dor.sc.gov/tax/abl/licenses/special-events>

SCDA Food Service Permit:

Any mobile food unit or vendor selling prepared foods must obtain a SCDA Food Service Permit. All food vendor will be required to provide documentation/ copy of this permit, with the exception of those listed as exempt vendors on the SCDA website. To obtain this permit or view exceptions please visit: [Retail Food Safety & Compliance - South Carolina Department of Agriculture](https://retail.scdhec.gov/)

SC Dept. of Elevators and Amusement Ride Inspection Report:

Any vendor providing amusement rides should be licensed and inspected by the Office of Elevators and Amusements Rides. Documentation of this inspection should be email to the Special Events Coordinator at least one (1) month prior to the proposed event date. Additional information can be found here: <https://lir.sc.gov/elevators/>

SC Dept. of Labor, Licensing and Regulations Commercial Outdoor Display Permit

Anyone proposing to host a public Fireworks Display should begin the permit process by contacting the Town of Summerville Fire Marshall, Jeremiah Lee, jlee@summervilleesc.gov. The Fire Department will then assist the event organizer with acquiring the appropriate Town and State Permits.

Permit Fees

Application	\$30.00 non-refundable
Single Day Deposit	\$200.00 refundable
Road Race/Parade/Procession Deposit	\$250.00 refundable

Multiple Day Event Deposit	\$300.00 refundable
Police Officers	Billed at current off-duty rate (4-hour minimum)
Firefighters	Billed at current off-duty rate
Fire Inspector (special inspection)	Billed at current off-duty rate
Parks & Recreation Event Manager	Billed at current rate (4-hour minimum)
Parks & Recreation Custodial Staff	Billed at current overtime rate
Barricades	\$2530.00 per barricade, per day
Park Impact Fee for events over 500	\$49200.00 non-refundable
Damage or Excessive Cleanup	Billed at cost plus labor
Returned Check Fee	\$35.00 may also result in event cancellation
Business License	Varies by business

Section V

Other Event Conditions

Prohibited Practices

- Games of chance and gambling, this includes Bingo games where an entrance fee will be charged and prizes will be given without appropriate licenses.
- Alcohol (without prior approval and appropriate permits).
- Off-leash Dogs
- Use of firearms, sparklers, or open flames
- Driving of motorized vehicles through park fields or grass
- Balloon releases
- Any activity that requires stakes or poles unless authorized
- Any activity that is not listed and approved on event permit
- Any activity which violates Federal, State, County or Town law, code or policy.

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Alterations to Parks & Facilities and Event Signage

- Alterations to park facilities, including attaching decorations and displays are prohibited unless written permission has been given from The Town of Summerville Parks and Recreation Department during the application process. Damage to any structure or plant material will be billed to the organization at replacement cost plus labor. The town reserves the right to regulate placement and method of placement of items or structures in any Town park facility.
- Nothing may be staked into the ground at any Town facilities. Event organizer is responsible for all damage to persons or property caused by or related to violation of this policy.
- Fastening or attaching any rope, sign, banners, fliers, or other objects to tree, shrubs, fences or park features including light poles on Town of Summerville property is strictly prohibited.

Tables, Chairs, Tents & Outside Items for Setup

- Tables, chairs, tents and other setup items are permitted in the park depending on the location requested.

- A layout of the event, including the tables, chairs, tents, attendee seating, porta-potties and other item locations, must be submitted with the application. This must be a detailed layout of how your event will be laid out at the actual location you are requesting. Approval will be given prior to the event. Tables, chairs, tents and other items for setup will not be provided by the Town of Summerville.
- If tables and chairs are rented, they must be picked up and returned the same day as your event.

Sound System

- No sound system or related equipment is provided by the town.
- Permitted hours for music/entertainment: 7am – 10pm.
- Complaints of loud, disturbing or unnecessary noise can result in the immediate revocation of the permit by the Town of Summerville Police Department.

Electricity

- Any and all events requesting use of electrical outlets or power must submit a special event permit. Power will not be turned on unless an approved Special Event permit has been issued.
- The town withholds the right to require an additional charge for electricity based on proposed usages.
- Power provided by extension cords shall be grounded and shall not be placed over walking surfaces. Cords must be covered and protected by a cable ramp/protector to prevent tripping hazards.
- Generators must be shown on the event layout map and must be cautioned and coned at the event organizers expense.

Fireworks

- Public fireworks display must meet all fire code regulations set by the Town of Summerville Fire Marshall and be approved by both the State and the Town before you are authorized to shoot. In order to start this approval process, you should directly contact the Town Fire Marshall at jlee@summervillessc.gov.

Drones

- Any company operating a drone light show must comply with all FAA regulations. The permit holder is responsible for obtaining and providing FAA authorization for simultaneous drone operations (typically through a Part 107 waiver).
- The permit holder must also provide the Town with a copy of the FAA-certified remote pilot license for the individual(s) operating the drones.

Film Permits

- Someone interested in using Town owned property for filming should complete the same online permit application used for all Special Events. Based off the timeline for filming the permit will be reviewed accordingly. Fees will be assigned based on the scope of the project.

Vendors

- Any and all food sales must be included in the application. All vending and cooking equipment must remain in the asphalt areas of the facility in use. No cooking will be permitted on the sidewalks. If food setup is not part of a food truck, all equipment being used must be submitted such as fryers, grills, etc.
- Requirements for food trucks & food vendors: it is the event organizers responsibility to ensure that all food vendors attending the event meet the below requirements. All food vendors must:
 - Have a current Town of Summerville Business License and remit Hospitality Tax to the Town of Summerville.
 - Have a SC DHEC Food Service Permit.
 - Have a Fire Inspection by the Town of Summerville Fire Department.
 - Have a SC Dept. of Revenue Retail License.
- Any booth, vendor, or food truck should not be setup immediately in front of an opened retail or food establishment. All driveway or access points must remain open and accessible. Permit holders downtown are required to obtain a current vendor map from the Marketing and Events Manager. If the permit holder wishes to utilize a space that is unavailable on the map, then it is the duty of the permit holder to ask permission from the business owner if they can use that space prior to the event.
- Food trucks must be placed with at least 10 feet between each truck. Violations of this could result in violation and fine from the Town of Summerville Fire Department.
- Food trucks participating in an event must unhook from their vehicle before serving, unless specifically authorized by the Fire Marshall to remain attached.

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Sanitation/Garbage

- The clean-up and removal of all trash is the sole responsibility of the event host. Garbage receptacles provided in various parks are for general, daily park use and may not be utilized for special event waste.
- It is the event organizer's responsibility to make arrangements for additional trash and recycling receptacles.
- Locations of additional trash receptacles must be included on the map submitted with the permit application. Garbage receptacles may be set-up no earlier than 24 hours in advance of the event and must be removed from Town property within 24 hours post event. If the event is on a Saturday, items can remain until 8:00 AM Monday unless there is an event scheduled for that Sunday.

Restroom Facilities

- Minimal restroom facilities are available at each park and/or facility. In cooperation with the Americans with Disabilities Act, at least one portable toilet is to be handicap accessible.
- The location of all toilets, hand wash stations and garbage receptacles must be approved by the Town of Summerville. These should never be placed in front of a retail or food establishment. It is the event organizer's responsibility to make all arrangements (drop off and pick up) and pay any fees.
- Toilets and hand wash stations may be set-up no earlier than 24 hours in advance of the event and must be removed from Town property within 24 hours post event. If the event is on a Saturday, items can remain until 8:00 AM Monday unless there is an event scheduled for that Sunday.
- No public bathrooms are available for events at Brown Family Park. Event hosted at this location are required to rent and provide portable toilets.
- Groups are encouraged to use the below portable restroom estimating chart for planning:

# of attendees	1 hr.	2 hrs.	3 hrs.	4 hrs.	5 hrs.	6 hrs.	7 hrs.	8 hrs.	9 hrs.	10 hrs.
0-50	1	1	1	2	2	2	2	2	2	2
50-100	2	2	2	2	3	3	3	3	3	3
100-250	3	3	3	3	4	4	4	4	6	6
250-500	4	4	4	6	6	6	8	8	8	8
500-750	4	4	6	6	6	8	8	8	10	10
750-1,000	6	6	6	8	8	8	12	12	12	12
2,000	8	8	8	8	8	12	12	12	12	16
3,000	8	8	10	10	10	12	16	16	20	20
4,000	8	8	12	12	16	16	20	24	24	28
5,000	12	12	12	16	20	30	30	30	30	34
6,000	12	12	16	16	20	30	30	36	36	40
7,000	12	12	16	20	30	32	40	40	52	52
8,000	12	12	20	24	32	32	40	44	48	54
9,000	16	16	24	28	40	40	52	52	60	64
10,000	16	16	28	40	40	52	52	60	60	72

EMS/Medical

- The event organizer is responsible for securing EMS/Medical staff for the event. The number needed will be determined by the company you choose and based on the anticipated size of your event.
- EMS/Medical is required for any event with 1,000+ in attendance.

Parking

- Vehicle parking must be in the designated, paved parking spaces. Participants must adhere to all parking regulations.
- A detailed plan for controlling parking, pedestrian traffic and crowds should be included when your permit is submitted online.

- Access to the parking garage must remain open at all times. To request a waiver, unless approved by Town Council. To receive approval, the event organizer would submit a proposal to the Parks & Recreation Director who will approve or deny the request.

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Appendix 1 – Sample Vendor Letter

The following is a sample message to send to all vendors, businesses, food trucks, and other participants for a downtown event. Feel free to copy and paste this content and modify it to meet your specific event details and location.

Hello,

Thank you all for participating in our event! The event hours are _____ to _____. Please plan accordingly to be there for the whole event time.

*** As a gentle reminder, staking in the grass is strictly prohibited. All tents must have weights attached.

Vendors must have an up-to-date Town of Summerville business license! You may apply online at summervillesc.gov. Please contact [Brooke Garcia Lauren Louderback](mailto:Brooke.Garcia.Lauren.Louderback@summervillesc.gov) at Brooke.Garcia.Lauren.Louderback@summervillesc.gov or call 843-851-4215 for any questions concerning licensing.

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Field Code Changed

Arrival

- Vendors on Little Main are assigned to arrive at _____. We recognize that having everyone arrive at one time may cause a backup traffic issue, but out of respect to the merchants and customers this is the best opportunity to facilitate a “move-in.” If we all follow protocol, we can minimize this issue and create better flow.
- Unloading - you must pull your car in front of your space facing in the traffic flow and to provide room for cars to drive around. UNLOAD is the phrase - this does NOT mean unpack, set-up your tent, etc. It means take everything out of the automobile and leave it there. Park in the community garage or side street outside the event permitted zone.
 - Do NOT drive into any park area that has grass. All vehicles must stay in designated driveways/parking areas for event setup.
 - Do NOT pull into any parking space adjacent or across from your booth; pulling into a parking spot takes the opportunity from another vendor to unload and slows the flow of traffic.

Departure

- The event ends at _____. At this time, you may pack up, take your tent down, get your car, and load up.

Vendor Location

- If you do not see your business name, please let me know. (Attach map showing vendor locations).

Sincerely,

STATE OF SOUTH CAROLINA)	SCHOOL RESOURCE OFFICER
)	AGREEMENT FOR SUMMERTON
COUNTY OF DORCHESTER)	PREPARATORY ACADEMY

THIS SCHOOL RESOURCE OFFICER SERVICES AGREEMENT (“Agreement”)
is between **THE CHARTER EDUCATION BOARD OF SOUTH CAROLINA** for its school
SUMMERTON PREPARATORY ACADEMY (“School”) and **SUMMERTON POLICE**
DEPARTMENT (“SPD”), and **TOWN OF SUMMERTON** (“Town”), (“Party” as to each,
collectively the “Parties”). This Agreement shall be effective upon the complete execution of all
Parties.

WITNESSETH

WHEREAS, the School desires to utilizing the School Resource Officer (“SRO”) Program
with SPD and the Town to provide for the assignment of an agreed upon number SROs to provide
security for the School.:.

WHEREAS, S.C. Code of Regulations R. 43-210(V) provides that the provisions of the
aforementioned Regulation and S.C. Code of Regulations R. 43-279 be included in this Agreement,
and is hereby incorporated herein by reference.

WHEREAS, SPD was awarded a grant, State School Resource Officer Program Award No.
SR-037-C1802-26, on July 8, 2025 to aid in providing costs for certain SRO equipment and salary
 (“SRO Program”). The SRO Program funds are specific to certain state-funded SRO positions at
Summerville Preparatory Academy.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants,
which are hereby incorporated into and made part of this Agreement, the Parties agree to as follows:

Section 1: Rights and Duties of SPD. The Town will be solely responsible for recruiting,
interviewing, and evaluating SROs who will, by law, serve at the pleasure of the Town,
and are employees of SPD.

Section 2: Term. This Agreement shall commence on July 1, 2025 and terminate June 30, 2026.

Section 3: Number of SROs. The Chief shall assign regularly employed full-time armed officers,
to serve as SROs to one of each of the following schools for the school year 2025-2026.

Summerville Preparatory Academy —one (1) officer

Section 4: Regular Assignment of School Resource Officers. The School listed shall have the
number of SROs agreed upon by the Chief to be assigned on a full-time basis, during
the regular school year, as needed. Any SRO may be reassigned by the Chief, or his
designee, during school holidays, vacations, law enforcement emergencies, or other
necessity.

The SROs who are assigned will be permitted to travel to off-campus school-based programs at the request of the principal or his designee, and with the consent of the Chief or his designee, for educational, law enforcement, and emergency purposes.

Section 5: Duties of School Resource Officers.

- a. SROs shall serve as law-related educators, when practicable, assisting students and faculty with law related issues as well as conducting periodic law- related education instruction in the classroom.
- b. SROs shall serve as law-related counselors, providing information and assistance to students, parents, and staff in matters related to state and local law.
- c. SROs shall serve as law enforcement officers, taking appropriate enforcement action, when needed, to ensure the physical security of the students and staff, as well as to maintain order. The SRO shall have sole discretion in matters of enforcement but are encouraged to work closely with the school officials.
- d. SROs shall develop expertise in the presentation of various law related subjects to students and staff, with particular emphasis on juvenile law, child law, and the role of the law enforcement officer.
- e. SROs shall encourage individual and small group discussions, of law-related matters, to further establish a relationship with the students and staff.
- f. Upon request, SROs shall attend parent/staff meetings to solicit support and understanding of the SRO Program as well as to provide law related assistance.
- g. SROs shall make themselves available, upon request, for individual parent/teacher conferences to assist with problems as it relates to law or prevention. Laws and etiquette regarding confidentiality shall be observed.
- h. SROs shall be familiar with community agencies and resources which offer assistance to youths and their families, such as mental health clinics, child service agencies, drug treatment centers, behavioral centers, etc. The SROs shall make referrals when needed, acting as a resource for students, parents and staff.
- i. The SROs and the principals shall work closely to develop plans and strategies to prevent and/or minimize potentially dangerous situations.
- j. SROs shall inform the principal or his designee in a timely manner, should it be necessary to conduct formal interviews with students. SROs shall adhere to school district policy as well as law in regard to such interviews.
- k. SROs shall take appropriate law enforcement action, when required, against unlawful intruders, unwanted guests, unruly students or staff, on campus or during school related activities or functions, under authority of law. SROs shall, as soon as practicable, notify the principal and Chief of such action.
- l. The SRO shall render assistance to other officers, and agencies, concerning matters related to the school whenever necessary.

- m. SROs shall maintain detailed and accurate records of enforcement activity and shall make the information available to the superintendent, principal, Chief, Town Administrator, or their designee.
- n. SROs shall not act as school disciplinarians, enforcing school policies or rules, as this is a school responsibility. However, in matters which may be a violation of law, the principal shall contact the SRO immediately, and the SRO shall determine whether enforcement is appropriate or necessary.
- o. SROs shall not be utilized or scheduled for regular cafeteria duties, hall monitoring, test monitoring, or other scheduled duties. However, if a problem area exists, the SRO shall assist until the problem is resolved.
- p. In cases of contested expulsions or unusual circumstances, the SRO shall provide case information and/or testimony to assist the school district in the matter.
- q. SROs shall, upon request, accompany the principal or designee to deliver expulsion documents if the principal or designee feels their safety may be in jeopardy.
- r. Upon request, and approved by the Chief, SROs may accompany students and staff to school sponsored events or locations outside of the Town, as per state law, for the purpose of providing security. For such off-campus School -sponsored events, the SRO shall be compensated based on the hourly rate determined by SPD, and in effect upon execution of this agreement, and the payment will be provided by the school requesting the SRO's services.
- s. SROs shall not make copies of, share, display, or distribute any district surveillance or district body worn camera footage without the express consent of the school principal except in emergency situations.

Section 6: Reassignment / Resignation / Dismissal of SRO. The Chief may dismiss or reassign an SRO, at his pleasure, based upon state law, SPD policy, or when in the best interest of the citizens of the Town.

In the event of the resignation, reassignment, dismissal, or in the case of an extended absence of the SRO, the Chief shall assign the SRO supervisor to fill in for the SRO, and if needed, a permanent replacement will be assigned.

In the event the principal of the School to which the SRO is assigned feels the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall articulate their concerns in writing to the superintendent and Chief. If the Chief so desires, he shall meet with the principal and the SRO to attempt to resolve any problems or concerns which may exist. If, within a reasonable amount of time after commencement of such conflict resolution attempts, the problems or concerns cannot be resolved, or in the event conflict resolution is not sought by the Chief, the SRO, at the discretion of the Chief, shall be reassigned from the school and a replacement shall be obtained.

Section 7: Rights and Duties of the School.

- A. Cooperation-The School's principal shall endeavor to develop a close working relationship with the SRO and, understand the SROs responsibilities, purpose, and limitations.
- B. Facilities
 - 1. The School shall provide to the SRO the following materials and facilities necessary to the performance of their duties:
 - a. Access to an air conditioned, properly lighted, lockable & secure, private office;
 - b. A telephone to be used for business purposes;
 - c. A lockable and securerecords storage cabinet; and
 - d. A desk with drawers, office chair, filing cabinet, office supplies, and computer with printer.
- C. Communication-The principal and the SRO shall make every effort to communicate with each other concerning potential problems, threats, criminal incidents and breaches of security.

Section 8: Payment for SRO Services. The funds from the State School Resource Officer Program Award to SPD shall be used to pay the cost of providing an SRO on Summerville Preparatory Academy campus pursuant to the terms of this Agreement. The Parties agree that Charter Education Board of South Carolina/Summerville Preparatory Academy shall not be responsible to pay for any costs associated with the placement of the SRO on School campus except as provided in Section 5(r) hereinabove.

Section 9: Good Faith. The Parties, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Chief and the Superintendent. The terms of this agreement are subject to change at the end of the school year or no later than July 1st of the calendar year. Any recommended changes or modifications will be reviewed by the Chief, the Town Administrator and the Superintendent or their designees and, any recommendations to the agreement will be submitted in writing.

Section 10: Liability Insurance. It is agreed that the designated officer(s) will remain employee(s) of Town with all rights, benefits and privileges thereto and shall be subject to the administration, supervision and control of the SPD. The Town shall maintain its general liability coverage through the South Carolina Municipal Association.

Section 11: Modification. This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties to be changed.

Section 12: Merger. This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

Section 13: Termination. The Town and SPD may terminate the Agreement, as amended, by providing 30 days' written notice to all parties.

Section 14: Notices. Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

If to Summerville Preparatory Academy:

Summerville Preparatory Academy
Jean Castelli, Principal
1899 Bacons Bridge Road
Summerville, SC 29485

If to SPD:

Town of Summerville
Attn: Chief Doug Wright
200 South Main Street
Summerville, South Carolina 29483

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

**CHARTER EDUCATION BOARD
OF SOUTH CAROLINA**

Charter Schools USA at Summerville, LLC
as agent for and on behalf of Charter
Education Board of South Carolina

Print Name: _____

Date: _____

**TOWN OF SUMMERVILLE
POLICE DEPARTMENT**

Douglas Wright
Chief of Police

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is executed by and between the Crisis Chaplaincy, a 501(c) (3) nonprofit corporation organized and existing under the laws of the State of South Carolina (the “Chaplaincy”), and the Summerville Police Department, an agency of the Town of Summerville organized and existing pursuant to the laws of the State of South Carolina (the “Department”). The Chaplaincy and the Department shall be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Chaplaincy is a majority volunteer-driven organization serving first responders, survivors of traumatic loss, multiple government agencies, and the community by providing comprehensive chaplaincy services, to include but not limited to: emergency scene response, crisis care, psychological first aid, critical incident stress management, first responder care response following traumatic calls and wellness resiliency support, survivor grief care following traumatic losses, training classes, and outreach activities and projects fostering partnerships between communities and their first responders.

WHEREAS, the Department has established a relationship with the Chaplaincy through over five years of provided chaplaincy services, collaborative projects including Dignity Project and Integrity Project, and a series of meetings, and desires to further its collaboration by providing a portion of the Chaplaincy executive director employment package to enable the Chaplaincy to continue its service to first responders, individuals, the community and region.

WHEREAS, the Chaplaincy has agreed to partner with the Department to continue providing comprehensive chaplaincy care within the Town of Summerville, the region, and beyond;

WHEREAS, the purpose of this MOU is to identify the specific relationship between the Department and the Chaplaincy for the purpose of supporting and continuing the Chaplaincy’s services, providing comprehensive chaplaincy care to the first responder community within the Town of Summerville, to include Summerville Police, Fire, and Emergency Communications, the region, as well as promoting first responder leadership wellness nationally and internationally, and to outline the responsibilities of both parties in this effort.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

A. Chaplaincy Responsibilities.

1. The Chaplaincy shall assign the executive director and members to provide comprehensive resiliency and chaplaincy support to Summerville Police, Fire, and Emergency Communications personnel.
2. The Chaplaincy shall assign the executive director to the Summerville Police Department Crisis Intervention Team.
3. The Chaplaincy executive director shall offer comprehensive chaplaincy services to Summerville Police, Fire, and Emergency Communications personnel, as well as first responders, agency and government leaders, chaplains, and community leaders to support them through critical incidents and in order to carry out the Chaplaincy program and organizational duties.
4. The Chaplaincy executive director will defer all community crisis response to Chaplaincy volunteer members, with the exception of activities deemed mission critical.
5. The Chaplaincy Executive director shall administer the Chaplaincy organization and programs, to include but not limited to:
 - a. Crisis Chaplaincy Team
 - b. Public Safety Support Team
 - c. Community Chaplaincy Team
 - d. Survivor Care Team
 - e. Youth Community Outreach Team
 - f. Business Chaplaincy Team
 - g. Chaplains Academy
 - h. Advanced Trainings
 - i. Dignity Project
 - j. Global Chaplaincy Support Project / Integrity Project
 - k. Training and conferences
 - l. Volunteer coordination
 - m. Chaplaincy organizational management
6. The Chaplaincy shall provide volunteer chaplaincy services when the Chaplaincy executive director is unavailable due to travel or assignments necessitated in the course of the Crisis Chaplaincy organizational and program responsibilities or during time off.
7. The Chaplaincy executive director, when interacting with government and agency leaders and personnel from other jurisdictions, shall interact only on behalf of Crisis Chaplaincy, not in agent of the Department, unless specifically directed by the Department chief.
8. The Chaplaincy agrees to contribute the remaining portion of the Chaplaincy executive director employment package in the amount of \$77,915.96.
9. The Chaplaincy members shall maintain all interactions within the course of duties as law enforcement sensitive/confidential, and maintain the strictest of clergy confidentiality, pertaining to information, conversations, or observations in the course of interacting with those they serve.

B. Department Responsibilities.

1. The Department will appoint the Chaplaincy executive director to serve as a Department police chaplain with the Crisis Intervention Team, within the organizational chart of the Department, reporting directly to the chief of police.
2. The Department agrees to collaborate with the Chaplaincy to advance and promote its programs, to include wellness and resiliency care of personnel that serve Town of Summerville Police, Fire, and Emergency Communications.
3. The Department agrees to support the Chaplaincy by allowing it to use a Department fleet vehicle in the provision of Department and Chaplaincy services and the Chaplaincy wishes to accept the use of a Department fleet vehicle carrying out those services affiliated with the Department or Chaplaincy.
4. The Department shall be responsible for all maintenance of the fleet vehicle assigned to the Chaplaincy, including fueling the vehicle, with all costs to be borne by the Department. The Chaplaincy's use of the fleet vehicle shall be governed by any policies or procedures the Department has in place now or in the future, for the use of its fleet vehicles.
5. The Department shall respect the sacred trust of chaplain confidentiality, requiring no reporting of Crisis Chaplaincy confidential conversations or observations, while also recognizing that the chaplains of Crisis Chaplaincy are considered mandated reporters.
6. The Department shall expect the executive director to offer comprehensive chaplaincy services to Summerville Police, Fire, and Emergency Communications personnel. The Chaplaincy executive director shall respond when a first responder experiences a critical incident, while the Department shall expect Chaplaincy volunteers to offer comprehensive chaplaincy services to emergency scenes, victims, survivors, and the community.
7. The Department shall recognize that the Chaplaincy executive director also serves as chaplain to the Federal Bureau of Investigation and United States Secret Service, and must follow the directions and policy governance of those agencies while serving in those roles. This will include TDY's and training at FBI Academy or other designated locations.
8. The Department shall allow the Chaplaincy executive director to travel as necessitated in the course of the Crisis Chaplaincy organizational and program responsibilities. This at times may include regional, national, or international travel, all funded by the Chaplaincy.
9. The Department shall allow the Chaplaincy executive director to interact with government and agency leaders from other jurisdictions in the course of the Crisis Chaplaincy organizational and program responsibilities.
10. The Department agrees to contribute a portion of the Chaplaincy executive director employment package through offering a fulltime employment package in the amount of \$47,000 salary, Department health benefits, and state retirement to aid the Chaplaincy in providing comprehensive chaplaincy services in the Town of Summerville, the region, and beyond.

C. Effective Date.

The effective date of this MOU (the “Effective Date”) shall be the date following the signature of the last party to sign this MOU.

D. Expiration Date.

The expiration date of this MOU (the “Expiration Date”) shall be 2 years from the effective date, or when agreed upon by Parties, with 30 day notice.

E. General Provisions.

1. This MOU shall not be construed to create and shall not create any rights enforceable by the general public or others who are not parties to this MOU.

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

If to the Department: Chief Douglas Wright
Summerville Police Department
200 South Main St.
Summerville, SC 29483

If to Chaplaincy: Rich Robinson, Executive Director / Chief Chaplain
Coastal Crisis Chaplaincy
PO Box 21833
Charleston, SC 29413

3. This MOU shall be construed and enforced in accordance with the laws of the State of South Carolina.

4. Any action or proceeding to enforce or interpret this MOU and any action or proceeding arising from or relating to this MOU or its breach shall be brought exclusively in the federal or state courts located in Dorchester County, South Carolina, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

5. If any clause or provision of this MOU is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this MOU shall not be affected thereby.

6. The recitals are an integral part of this MOU.

7. Any consent to or waiver of any provision of this MOU shall not be deemed or construed to be a consent to or waiver of any other provision of this MOU. Failure on the part of any party to complain of any act or failure to act of any other party, regardless of the duration of such failure, shall not constitute a waiver or modification of any rights under this MOU. No waiver or modification of this MOU shall be effective unless the same is in writing and signed by the party against whom the waiver or modification is sought to be enforced.

8. This MOU is the sole and entire agreement and understanding between the Department and Chaplaincy with respect to the matters contemplated in this MOU. All prior agreements, representations, or understandings with respect to the matters contemplated in this MOU, whether oral or written, shall be merged into this MOU and shall not be construed to change, amend or invalidate this MOU.

9. This MOU may be amended only by a written instrument executed by the Department and Chaplaincy.

10. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this MOU may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this MOU to constitute the entire executed MOU.

[The remainder of this page has been intentionally left blank. The signature pages follow.]

[Crisis Chaplaincy's Signature Page to MOU]

IN WITNESS WHEREOF, the Crisis Chaplaincy has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the
Presence of:

First Witness

CRISIS CHAPLAINCY

By: _____

Print Name: _____

Its: _____

Second Witness

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for South Carolina, do hereby certify that the CRISIS CHAPLAINCY, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2026.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

[The remainder of this page has been intentionally left blank.]

[Department's Signature Page to MOU]

IN WITNESS WHEREOF, the Department, also known as the Summerville Police Department, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the
Presence of:

SUMMERVILLE POLICE DEPARTMENT

First Witness

By: _____

Print Name: Douglas Wright

Its: Chief

Second Witness

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) ACKNOWLEDGEMENT

I, _____, a Notary Public for South Carolina, do hereby certify that the SUMMERVILLE POLICE DEPARTMENT, an agency of the Town of Summerville organized and existing pursuant to the laws of the State of South Carolina, by Douglas Wright, its Chief, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2026.

Notary Public for South Carolina

Print Name:

My Commission Expires: _____