

TOWN OF SEABROOK ISLAND

Town Council Meeting
February 28, 2023– 2:30 PM

Town Hall, Council Chambers
2001 Seabrook Island Road
Seabrook Island, SC 29455



[Watch Live Stream \(YouTube\)](#)

Virtual Participation: Individuals who wish to participate in the meeting via Zoom may call (843) 768-9121 or email kwatkins@townofseabrookisland.org for log-in information prior to the meeting.

AGENDA

1. **Call to Order – Roll Call – Freedom of Information – Pledge of Allegiance**
2. **Approval of Minutes:**
 - Town Council Regular Meeting Minutes – January 24, 2023
 - Town Council Work Session Meeting Minutes – February 14, 2023
3. **Presentations:** *There are no presentations*
4. **Public Hearing Items:** *There are no public hearing items*
5. **Executive Session:**
 - Discussion of Personnel Matters (S.C. Code Sec. 30-4-70(a)(1))
 - *Please Note: Town Council may take action on Executive Session Items listed on the agenda when they come back into Public Session.*
6. **Citizens Comments:** *Any citizen may speak pertaining to any item listed on the meeting agenda which does not require a public hearing. Each speaker shall be limited to 3 minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.*
7. **Reports of Town Boards, Commissions, and Committees:**
 - **Advisory Committees**
 - Community Promotions and Engagement Committee
 - Environment and Wildlife Committee
 - Public Safety Committee
 - Public Works Committee
 - **Special Committees**
 - **Ad Hoc Committees**
 - **Board of Zoning Appeals**

- **Planning Commission**
- **State Accommodations Tax Advisory Committee**
- **Utility Commission**

8. Reports Town Officers:

- **Mayor**
 - Update Concerning Charleston Regional Hazard Mitigation Plan
 - Update from Recent Information Discussion with Representatives of the Club, Marina, and SIPOA
- **Town Administrator**
 - Introduction of Robin Ochoa, Communication & Events Manager
- **Town Clerk/Treasurer**
 - Report of Financials for the Month of January 2023
- **Town Attorney**
- **Zoning Administrator**
 - Code Enforcement Summary

9. Ordinances for Second Reading: *There are no ordinances for second reading*

10. Ordinances for First Reading:

- Ordinance 2023-01: An ordinance amending the zoning map of the Town of Seabrook Island so as to change the zoning designation for Charleston County tax map number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 old forest drive, from the moderate lot single-family (R-SF2) district to the conservation (CP) district.
- Ordinance 2023-02: An ordinance (“FRANCHISE ORDINANCE” or “AGREEMENT”) to grant to Dominion Energy South Carolina, INC. its successors and assigns, the limited non-exclusive right, power, and authority to erect and install, maintain, and operate on, along, across, in over, above, upon and under the streets, alleys and other public places of the Town: (1) electric lines, poles, wires, guys, push braces, transformers and appurtenant facilities and (2) communication lines and facilities for use by the company or any designee under the terms set forth in this agreement, together with any necessary right of access thereto, for such period as the same is needed by the company to render service to its customers in the Town of Seabrook Island, South Carolina from those facilities; to set the amount of franchise fee to be paid by Dominion Energy South Carolina, INC. to the Town; If so required, to levy franchise fees on third parties selling electricity using the company’s electric systems; to allow for the establishment of a fund and underground Utility Districts for electric non-standard service; be it ordained by the Mayor and Council of Seabrook Island in Town Council assembled.

11. Other Action Items:

- Beach Patrol Contract: Request to approve the first addendum to the Beach Patrol Services Contract with Island Beach Services LLC (d/b/a Barrier Island Ocean Rescue)

- eGroup Contract: Request to approve the second addendum to the Emergency Preparedness Services Contract with eGroup Holding Company LLC
- Dolphin Education Program Contract: Request to approve an agreement with the Lowcountry Marine Mammal Network for services related to the 2023 Seabrook Island Dolphin Education Program

12. Items for Information or Discussion: *There are no Items for Information or Discussion*

13. Citizen Comments: *Any citizen may speak pertaining to any town matter, except personnel matters. Each speaker shall be limited to 3 minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.*

14. Council Comments

15. Adjournment

TOWN OF SEABROOK ISLAND

Town Council Meeting

January 24, 2023 – 2:30 PM



[Watch Live Stream \(YouTube\)](#)

MINUTES

1. Call to Order – Roll Call – Freedom of Information – Pledge of Allegiance

Mayor Gregg called the January 24, 2023, Town Council Regular Meeting to order at 2:30PM. Councilwomen Finke and Fox, Councilmen Goldstein and Kortvelesy, Town Administrator Cronin, Zoning Administrator Newman, and Town Clerk Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

2. Approval of Minutes:

- Town Council Regular Meeting Minutes – December 12, 2022
- Town Council Work Session Meeting Minutes – January 10, 2023

Councilwoman Finke moved to approve the previous meeting minutes of December 12th; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes of December 12th were approved.

Councilwoman Finke moved to approve the previous meeting minutes of January 10th; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes of January 10th were approved.

3. Presentations:

- Councilman Kortvelesy: Update from the Johns Island Task Force for the Angel Oak Preserve

Councilman Kortvelesy summarized the presentation from the Angel Oak Preserve at the Johns Island Task Force. Councilman Kortvelesy noted that the Angel Oak Preserve has allocated Green Belt Funds from the Town in previous years.

4. Public Hearing Items:

None.

5. Citizens Comments:

Town Clerk Watkins listed the individuals who submitted public comments prior to the meeting.

A copy of the comments is available with these minutes and upon request.

6. Reports of Town Boards, Commissions, and Committees:

• **Advisory Committees**

- Community Promotions and Engagement Committee

Councilwoman Fox summarized the Community Promotions and Engagement Committee meeting which was held on January 19th.

Councilwoman Fox noted the upcoming Community Promotions and Engagement Committee meeting for February 16th has been canceled.

- Environment and Wildlife Committee

Councilwoman Finke summarized the Environment and Wildlife Committee which was held on January 12th and the presentation by Abby Sterling, PhD, Manomet, Director of Georgia Bight Shorebird Conservation Initiative.

Councilwoman Finke noted the committee will have a special meeting on January 31st.

- Public Safety Committee

Councilman Kortvelesy summarized the Public Safety Committee meeting which was held on January 17th.

Councilman Kortvelesy commented on the public comment received prior to the meeting regarding LSV's between the gate and the traffic circle.

Councilman Kortvelesy noted the next Disaster Recovery Council meeting will be held on March 21st in lieu of the Public Safety Committee Meeting.

A discussion was had on emergency access cards and what the meeting means when returning to the island.

- Public Works Committee

- Discussion of drawings for the proposed Town Hall Annex and Garage.

Councilman Goldstein summarized the revised architectural drawings for the proposed Town Hall Annex and Garage.

Council clarified the new proposed entrance to Town Hall with regards to the bike path and the EV charging spaces.

• **Special Committees**

None.

- **Ad Hoc Committees**

Councilwoman Finke noted the Short-Term Rental Ad Hoc committee will be presenting an update to the short-term rental ordinance in February.

- **Board of Zoning Appeals**

None.

- **Planning Commission**

None.

- **State Accommodations Tax Advisory Committee**

None.

- **Utility Commission**

Commissioner Smith-Jones summarized the Seabrook Island Utility Commission meeting which was held on January 18th.

Commissioner Smith-Jones noted the financials for December are delayed due to a staffing change with the comptroller.

Commissioner Smith-Jones summarized the financials for November 2022 and operations report for the month of November and December 2022.

Council discussed the transition between the old contractor and the new contractor and what the new contractor can provide that the other did not offer.

Council clarified if the Utility Commission had any issues with the system due to the freeze during December.

7. Reports Town Officers:

- **Mayor**

- Update on Town's Request for Public Assistance in Consequence of Hurricane Ian

Copy from Mayors Notes

- Follow-up with MUSC Concerning Town Donation

Copy from Mayors Notes

- Acknowledgement of Acceptance for Candidate for Communications and Events Manager Position

Copy from Mayors Notes

Town Administrator Cronin noted Ms. Ochoa will begin on or around March 1st.

- **Town Administrator**

Town Administrator Cronin updated Council on the status of the implementation with MyGov, the new permitting and licensing software.

Council clarified if there is a move to go online by 2024 if there will be a kiosk where residents and contractors can fill out the forms at Town Hall.

Council clarified if the new software will be an app or web-based browser.

- **Town Clerk/Treasurer**

- Report of Financials for the Month of December 2022

Ms. Watkins summarized the financials for December as follows:

- Total fund balance ending on December 31, 2022, was \$8,398,562 an amount about \$1,344,829 more than the balance as of December 31, 2021.
- Unrestricted revenue for December totaled \$336,973 and unrestricted revenue for the year totaled \$2,064,299 representing about 134.6% for the 2022 annual budget and being about \$307,813 more than for the same period in 2021.
- Expenditures for December totaled \$162,060, and expenditures for the year totaled \$1,232,041 which is 83.0% of the 2022 annual budget.
- Expenditures for the year were about \$185,902 more compared to the same period of 2021.
- Excess of revenues over expenditures was \$174,913 for December and excess of revenues over expenditures was \$832,259 for the year compared to an excess of revenues over expenditures of about \$704,967 as of December 2021, reflecting the increase in revenues in the period this year as compared last years.

Ms. Watkins noted some of the revenues are based on estimated accruals, once all funds are received the updated December financials will be emailed to all members of council and updated on the Town's website.

Ms. Watkins updated council on the status of the jury trials.

- **Town Attorney**

None.

- **Zoning Administrator**

- Code Enforcement Summary

Zoning Administrator Newman summarized the code enforcement summary between December 13th to January 24th.

8. Ordinances for Second Reading:

Town Administrator Cronin noted Ordinance 2022-08 has been delayed to coincide with the Dominion Energy Agreement Ordinance.

9. Ordinances for First Reading:

None.

10. Other Action Items:

- Town Council Statement of Support for the Seabrook Island Birders and the Shorebird Steward Program

Councilwoman summarized the statement of support for the Seabrook Island Birders and the Shorebird Steward Program for 2023.

Councilwoman Finke moved to adopt the Town Council Statement of Support for the Seabrook Island Birders and the Shorebird Steward Program; Councilwoman Fox seconded. All voted in favor.

The Town Council Statement of Support for the Seabrook Island Birders and the Shorebird Steward Program.

11. Items for Information or Discussion:

None.

12. Citizen Comments:

Annie Smith-Jones, find address, inquired about the executive session with the Town Attorney regarding the appointments of the Seabrook Island Utility Commission and when it will be publicized.

13. Council Comments:

None.

14. Adjournment

Councilwoman Finke moved to adjourn the meeting; Councilwoman Fox seconded. All voted in favor.

The meeting adjourned at 3:43 PM.

Date: January 24, 2023

Prepared by: *Katharine E. Watkins*
Town Clerk/Treasurer

TOWN OF SEABROOK ISLAND

Town Council – Work Session
February 14, 2023

[Watch Live Stream \(YouTube\)](#)



MINUTES

Call to Order – Roll Call – Freedom of Information

Mayor Gregg called the February 14, 2023, Town Council Work Session to order at 1:00PM. Councilwomen Finke and Fox, Councilmen Goldstein and Kortvelesy, Town Administrator Cronin, and Town Clerk Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

Mayor John Gregg

- Update from Discussion with MUSC (Donation Matching)

Mayor Gregg summarized a meeting had on February 1st with Councilwoman Fox and representatives of MUSC concerning the Town's inquiry about the potential for MUSC support for the Town matching donations of residents for the proposed medical facility.

A discussion was had on the backup included in the agenda packet which appears that Council has committee to the donation of funds rather than as a place holder.

- Update on the Town's Request for Public Assistance (Hurricane Ian)

Mayor Gregg noted that as of 2 February, the status of the Town's Request for Public Assistance in response to Hurricane Ian was shown as "obligated", meaning that FEMA's review of the Towns Request has resulted in approval for grant funding. FEMA's share is 75% of the approved amount and the State of South Carolina's share is 25% of the approved amount. The State is responsible for preparing a so-called Funding Agreement which is required before any funds can be dispersed. We are awaiting availability of the Funding Agreement from the State.

Town Council Members:

- **Jeri Finke**

None.

- **Patricia Fox**

Councilwoman Fox summarized the communications from the Town and noted the Community Promotions Grants are available in which the first round of reviews will be held at the Community Promotions and Engagement Committee Meeting on March 16th.

Councilwoman Fox reminded residents of the upcoming spring shred event on Friday April 14th from 10:00AM to 1:00PM.

- **Barry Goldstein**

- Discussion of proposed budget for the Town Hall Annex and Garage

Councilman Goldstein summarized the preliminary cost estimate from the architect for the proposed Town Hall Annex and Garage.

Town Administrator Cronin summarized where funds for this project could be allocated from in the Town's budget.

Council clarified how the other designated funds would be affected with the proposed allocations, when the American Rescue Plan Act (ARPA) funds need to be utilized by, and how the Town would be able to use Accommodations Tax (ATAX) funds for this proposed project.

A discussion was had on the cost estimate breakdown from the architect by line item and potential soft costs that are not included in the estimate.

- **Dan Kortvelesy**

Councilman Kortvelesy noted the upcoming Public Safety Committee meeting will be on February 21st and the March 21st meeting will be used as the Disaster Recovery Council.

Town Administrator Joe Cronin

- Action Items for February 28th Town Council Meeting

- 2023 Beach Patrol Contract (Island Beach Services)

Town Administrator Cronin summarized the proposed renewal contract with Island Beach Services for 2023.

- 2023 Dolphin Education Program Contract (Lowcountry Marine Mammal Network)

Town Administrator Cronin summarized the proposed renewal contract with Lowcountry Marine Mammal Network (LMMN) for the Dolphin Education Program for 2023, and updates to the contract from prior years agreements.

Council clarified how LMMN would contact for issues with boats in the inlet with relation to the dolphins and when they report beach violations specifically if they get harassed.

- Emergency Preparedness Services Contract (eGroup)

Town Administrator Cronin noted the emergency preparedness services contract has expired and retroactively approving the contract for 2022 and approving a contact for 2023.

- Items for Information

- Update on Meeting with SCEMD and Charleston County EMD

Town Administrator Cronin summarized the meeting with SCEMD and Charleston County EMD for the proposed changes to the emergency evacuation zones.

- Status Report on Strategic Priorities for 2022-23

Town Administrator Cronin updated Council on the status of the Strategic Priorities for 2022-2023.

Discussions were had on each individual strategic priority.

Adjourn

Councilwoman Finke moved to adjourn; Councilwoman Fox seconded. All voted in favor.

The meeting adjourned at 2:55PM.

Date: February 27, 2023

Prepared by: *Katharine E. Watkins*
Town Clerk/Treasurer

Town of Seabrook Island

Compiled Financial Statements And Supporting Schedules

**For the Month Ended
January 31, 2023**

**DUFFY & BASHA, CPAs
631 ST. ANDREWS BLVD.
CHARLESTON SC 29407**

Accountant's Compilation Report

Town of Seabrook Island
Seabrook Island, South Carolina

Management is responsible for the accompanying financial statements of the Town of Seabrook Island, which comprise the balance sheet – modified cash basis as of January 31, 2023, and the related statement of revenue and expenditures – modified cash basis for the month then ended, and the accompanying supporting schedules, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Duffy & Basha, LLC

Duffy & Basha, CPAs
Charleston, South Carolina
February 27, 2023

Town of Seabrook Island
Balance Sheet - Primary Government
Modified Cash Basis

January 31, 2023

Assets

Current Assets	
Operating Checking Account	\$ 1,892,311.56
Municipal Court Checking Account	17,620.11
Petty Cash	200.00
Prepaid Expenses	1,678.88
Other Receivables	169,015.00
Due from State	2,103.50
Total Current Assets	2,082,929.05
Other Assets	
Investments	6,214,558.22
Total Assets	\$ 8,297,487.27

Liabilities and Net Assets

Liabilities	
Current Liabilities	
Accounts Payable	\$ 2,560.66
Unearned Revenue	914,915.08
Other Accrued Liabilities	8,200.00
Total Liabilities	925,675.74
Net Assets	
Restricted Fund Balances	
Accommodations Tax	406,083.38
Charleston County Accommodations Tax	88,274.33
Alcohol Tax	40,997.47
American Rescue Plan Act (ARPA)	-
Total Restricted Fund Balances	535,355.18
Designated Fund Balances	
Emergency	2,120,639.30
Road & Drainage	552,387.22
Town Facilities	228,500.00
Vehicle Replacement	25,000.00
Total Designated Fund Balances	2,926,526.52
General Fund	
Total Fund Balances	3,909,929.83
Total Liabilities and Net Assets	\$ 8,297,487.27

Town of Seabrook Island
Statement of Revenues and Expenditures
Modified Cash Basis

For the Month Ended January 31, 2023

	Current Year			Prior Year-to- Date
	Current Month	Annual Budget	% of Annual Budget	
Revenues				
Accommodations Tax - General Use	-	47,500.00	-	-
Business Licenses	43,043.30	625,000.00	6.9%	21,602.95
Business Licenses - MASC	-	250,000.00	-	-
Franchise Fees - BEC	-	170,000.00	-	-
Franchise Fees - ATT U-verse	-	5,000.00	-	-
Franchise Fees - Comcast	-	55,000.00	-	-
Contractual Reimbursements	-	5,000.00	-	1,175.00
Court Fines	-	18,063.00	-	1,568.75
Local Option Sales Tax - County	-	365,000.00	-	-
Aid to Subdivisions - State	-	48,044.00	-	-
Planning & Zoning Fees	4,085.00	75,000.00	5.4%	8,650.00
Building Permit Fees - County	-	25,000.00	-	-
Interest - Investment Pool	22,439.69	25,000.00	89.8%	726.48
Interest - Checking Account	16.00	50.00	32.0%	5.43
Credit Card Convenience Fees	289.40	7,500.00	3.9%	109.81
Facility Rentals	-	50.00	-	-
Miscellaneous Income	-	500.00	-	33.42
Sale of Assets	-	100.00	-	-
Grant Funding	-	25,000.00	-	-
Total Revenues	69,873.39	1,746,807.00	4.0%	33,871.84

Town of Seabrook Island
Statement of Revenues and Expenditures
Modified Cash Basis

For the Month Ended January 31, 2023

	Current Year			Prior Year-to-Date
	Current Month	Annual Budget	% of Annual Budget	
Expenditures				
Salaries	52,568.15	767,672.00	6.8%	33,622.59
Employer Social Security and Medicare	3,968.83	58,876.00	6.7%	2,520.98
Health and Dental Insurance	13,605.04	77,781.00	17.5%	6,699.72
Retirement	8,746.26	127,950.00	6.8%	14,702.96
Pre-Employment Expenses	543.68	1,500.00	36.2%	-
Insurance - Tort Liability	-	15,000.00	-	-
Insurance - Fidelity Bond	-	800.00	-	764.00
Insurance - Equipment	-	17,500.00	-	-
Insurance - Worker's Compensation	-	7,500.00	-	-
Insurance - Auto Liability	-	4,500.00	-	-
Professional Services - Audit	-	15,500.00	-	-
Professional Services - Accounting	1,354.29	16,500.00	8.2%	206.28
Professional Services - Engineering	1,722.50	15,000.00	11.5%	48.75
Professional Services - Legal	-	25,000.00	-	-
Professional Services - Other	-	52,000.00	-	760.00
Roadway Maintenance	4,100.65	20,000.00	20.5%	616.91
Equipment Maintenance	2,779.33	34,000.00	8.2%	260.00
Beach Maintenance	-	5,000.00	-	-
Vehicle Maintenance	528.91	4,000.00	13.2%	-
Donations	-	100,000.00	-	447.57
Travel and Training	-	16,500.00	-	-
Community Promotions	-	7,500.00	-	77.14
Office Supplies	915.01	9,500.00	9.6%	-
Postage	-	4,500.00	-	-
Planning and Zoning	-	500.00	-	60.99
Printing	168.92	7,500.00	2.3%	-
Utilities	858.36	27,000.00	3.2%	-
Uniforms	-	5,600.00	-	-
Capital Expenditures	-	55,000.00	-	-
Furniture and Equipment	-	15,000.00	-	-
Telecommunication	807.62	24,300.00	3.3%	-
Emergency Telecommunication	-	7,500.00	-	10,835.23
Council/Committee Expenditure	-	1,500.00	-	-
Memberships, Dues and Subscriptions	10,112.53	39,150.00	25.8%	-
Website	-	800.00	-	68.66
Equipment Rentals	682.36	21,000.00	3.2%	-
Fuel, Gas & Oil	453.75	7,200.00	6.3%	-
Advertising	-	13,100.00	-	-
Contingency	217.66	30,000.00	0.7%	-
Bank Charges	314.90	10,000.00	3.1%	101.88
Contracted Services - Beach Patrol	-	-	-	4,064.73
Contracted Services - IT	3,733.54	42,000.00	8.9%	2,995.00
Contracted Services - Landscaping	3,500.00	57,500.00	6.1%	1,346.74
Contracted Services - Other	3,997.95	18,500.00	21.6%	6.52
Election Expense	-	4,000.00	-	21.50
Court Expenditures	-	13,213.00	-	-
Emergency Preparedness	87.20	34,000.00	0.3%	-
Special Events	-	3,000.00	-	-
Total Expenditures	115,767.44	1,841,442.00	6.3%	80,228.15
Excess of Revenues Over (Under) Expenditures	\$ (45,894.05)	(94,635.00)	-	(46,356.31)

Town of Seabrook Island
Statement of Revenues and Expenditures
Modified Cash Basis

For the Month Ended January 31, 2023

	Current Year			Prior Year-to- Date
	Current Month	Annual Budget	% of Annual Budget	
Receipts to Be Used toward Restricted Fund Balances				
State Accomodations Tax				
Advertising & Promotion	\$ -	180,000.00	-	-
Tourism	-	427,500.00	-	-
Interest Income	1,325.05	1,000.00	132.5%	41.03
Total State Accomodation Tax	<u>1,325.05</u>	<u>608,500.00</u>		<u>41.03</u>
County Accomodations Tax - Charleston				
Receipts	-	95,000.00	-	-
Interest Income	157.96	200.00	79.0%	4.81
Total County Accomodations Tax - Charleston	<u>157.96</u>	<u>95,200.00</u>		<u>4.81</u>
Alcohol Tax				
Receipts	-	5,000.00	-	-
Interest Income	115.50	150.00	77.0%	4.26
Total Alcohol Tax	<u>115.50</u>	<u>5,150.00</u>		<u>4.26</u>
STR Permit				
Receipts	-	234,000.00	-	-
Total STR Permit	<u>-</u>	<u>234,000.00</u>		<u>-</u>
Total Restricted Fund Receipts	<u>\$ 1,598.51</u>	<u>942,850.00</u>	<u>0.2%</u>	<u>50.10</u>
Expenditures Used toward Restricted Fund Balances				
State Accomodations Tax - Advertising and Promotion	-	135,000.00	-	-
State Accomodations Tax - Tourism	10,000.00	435,500.00	2.3%	-
County A-Tax Expenditure	-	95,000.00	-	-
Alcohol Tax Expense	-	20,000.00	-	-
Total Used toward Restricted Funds	<u>\$ 10,000.00</u>	<u>685,500.00</u>	<u>1.5%</u>	<u>-</u>
Receipts to Be Used toward Designated Fund Balances				
Conservation Fund				
Conservation Fund Receipts	-	600.00	-	-
Total Conservation Fund	<u>-</u>	<u>600.00</u>		<u>-</u>
Emergency Fund				
Total Emergency Fund	<u>-</u>	<u>-</u>		<u>-</u>
Total Designated Fund Receipts	<u>\$ -</u>	<u>600.00</u>	<u>-</u>	<u>-</u>
Expenditures Used toward Designated Fund Balances				
Conservation Fund				
Emergency Fund				
Capital Expenditures - Road and Drainage	6,720.00	100,000.00	6.7%	3,480.00
Capital Expenditures - Town Facilities	8,000.00	100,000.00	8.0%	-
Capital Expenditures - Vehicle & Equip. Replacement	-	40,000.00	-	-
Total Used toward Designated Funds	<u>\$ 14,720.00</u>	<u>240,000.00</u>	<u>6.1%</u>	<u>3,480.00</u>

Supporting Schedules

**TOWN OF SEABROOK ISLAND
 ACCOMODATIONS TAX
 FYE 12/31/2023**

DATE	DUE FROM STATE	GENERAL 5%	ADVERT 30%	TOURISM 65%	TOTAL
TOTALS 12/31/2022	67,012.58	-	-	414,758.33	414,758.33
AUDITORS' ADJUSTMENT				-	-
ADJUSTED BEGINNING BALANCE	67,012.58	-	-	414,758.33	414,758.33
Jan-23 Received from State	(67,012.58)	-	-	-	-
Ck# 7719 Pyro Shows East Coast		-	-	(10,000.00)	(10,000.00)
Interest Income		-	-	1,325.05	1,325.05
TOTALS 1/31/2023	-	-	-	406,083.38	406,083.38

**TOWN OF SEABROOK ISLAND
 CHARLESTON COUNTY ACCOMODATIONS TAX
 FYE 12/31/2023**

DATE	DUE FROM COUNTY	REVENUES	EXPENDITURES	TOTAL
TOTALS 12/31/2022	-	48,250.46	-	88,116.37
ADJUSTMENT TO ESTIMATE		-		-
ADJUSTED BEGINNING BALANCE	-	48,250.46	-	88,116.37
Jan-23 Interest Income	-	-	157.96	157.96
TOTALS 1/31/2023	-	48,250.46	157.96	88,274.33

**TOWN OF SEABROOK ISLAND
 MISCELLANEOUS RESTRICTED FUNDS
 FYE 12/31/2023**

DATE	Alcohol Tax	American Rescue Plan Act (ARPA)
TOTALS 12/31/2022	40,881.97	-
AUDITORS' ADJUSTMENT	-	-
ADJUSTED BEGINNING BALANCE	<u>40,881.97</u>	<u>-</u>
Jan-23 Interest Income	115.50	-
TOTALS 1/31/2023	<u>40,997.47</u>	<u>-</u>

**TOWN OF SEABROOK ISLAND
 MISCELLANEOUS DESIGNATED FUNDS
 FYE 12/31/2023**

DATE	Emergency	Road and Drainage	Town Facilities	Vehicle Replacement Fund
TOTALS 12/31/2022	2,120,639.30	559,107.22	236,500.00	25,000.00
AUDITORS' ADJUSTMENT	-	-		
ADJUSTED BEGINNING BALANCE	<u>2,120,639.30</u>	<u>559,107.22</u>	<u>236,500.00</u>	<u>25,000.00</u>
Jan-23 Ck# 7701 Machael E Karamus Architect	-		(3,250.00)	-
Ck# 7703 Machael E Karamus Architect			(4,750.00)	
Ck# 717 ESP Associates		(6,720.00)		
TOTALS 1/31/203	<u>2,120,639.30</u>	<u>552,387.22</u>	<u>228,500.00</u>	<u>25,000.00</u>



MEMORANDUM

TO: Mayor Gregg & Members of Town Council
FROM: Tyler Newman, Zoning Administrator
SUBJECT: Rezoning Request: 2754 Old Forest Drive
MEETING DATE: February 28, 2023

Town Council is asked to review and approve a rezoning request from the Seabrook Island Property Owners Association for Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive. The applicant is seeking to rezone the property from the Moderate Lot Single-Family (R-SF2) District to the Conservation (CP) District.

The property, which is currently vacant, is surrounded on two sides by parcels zoned Moderate Lot Single-Family (R-SF2). A portion of the property backs up to a lagoon that is zoned CP, which contributes to its value as a conservation lot.

Subject to rezoning approval, this property is intended to remain as an undeveloped “open space” lot. Uses permitted within the CP district are limited to the following:

- (a) Accessory uses & structures
- (b) Bulkhead and erosion control devices
- (c) Community gardens
- (d) Open space preserves such as wetlands and wildlife habitat refuge areas
- (e) Greenways, boardwalks, and non-motorized trails/pathways
- (f) Open-air recreation uses (CONDITIONAL)
- (g) Utility substation or sub installation (CONDITIONAL)
- (h) Wireless communication antennas or towers (CONDITIONAL)

Pursuant to Development Standards Ordinance §19.3, in considering amendments to the official zoning map, Council shall consider each of the seventeen criteria outlined in §19.3.B. Attached to this memo you will find the applicant’s narrative that addresses each of the criteria outlined in §19.3.B.

A copy of the draft rezoning ordinance is also attached for review.

Staff Recommendation:

Staff agrees with the applicant’s analysis of §19.3.B and recommends in favor of **APPROVAL** of the rezoning request.

Planning Commission Recommendation:

During its meeting on February 8, 2023, the Planning Commission unanimously recommended in favor of **APPROVAL** of the rezoning request.

Respectfully submitted,

Tyler Newman
Zoning Administrator

TOWN OF SEABROOK ISLAND

ORDINANCE NO. 2023-01

ADOPTED _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF SEABROOK ISLAND SO AS TO CHANGE THE ZONING DESIGNATION FOR CHARLESTON COUNTY TAX MAP NUMBER 149-06-00-003, CONTAINING APPROXIMATELY 0.25 +/- ACRES LOCATED AT 2754 OLD FOREST DRIVE, FROM THE MODERATE LOT SINGLE-FAMILY (R-SF2) DISTRICT TO THE CONSERVATION (CP) DISTRICT.

WHEREAS, on or about January 11, 2023, the Seabrook Island Property Owners Association filed Rezoning Application #88 with the Town of Seabrook Island seeking to change the zoning designation of Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive, from the Moderate Lot Single-Family (R-SF2) district to the Conservation (CP) district; and

WHEREAS, the Seabrook Island Planning Commission reviewed the above referenced rezoning application during its regularly scheduled meeting on February 8, 2023, at which time the Planning Commission made a recommendation to the Mayor and Council that the rezoning request is in the best interest of the Town of Seabrook Island and is consistent with the Town's Comprehensive Plan; and

WHEREAS, a public hearing was held on the above referenced rezoning application on March 28, 2023, as required by law;

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND:**

SECTION 1. Zoning Map Amendment. The Official Zoning District Map of the Town of Seabrook Island is hereby amended to change the zoning designation for Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive, from the Moderate Lot Single-Family (R-SF2) district to Conservation (CP) district. A map of the property subject to this rezoning ordinance is attached hereto as Exhibit A.

SECTION 2. Severability. If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

SECTION 3. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Effective Date. This ordinance shall be effective from and after the date of adoption.

SIGNED AND SEALED this ____ day of _____, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the ____ day of _____, 2023.

First Reading: February 28, 2023
Public Hearing: March 28, 2023
Second Reading: March 28, 2023

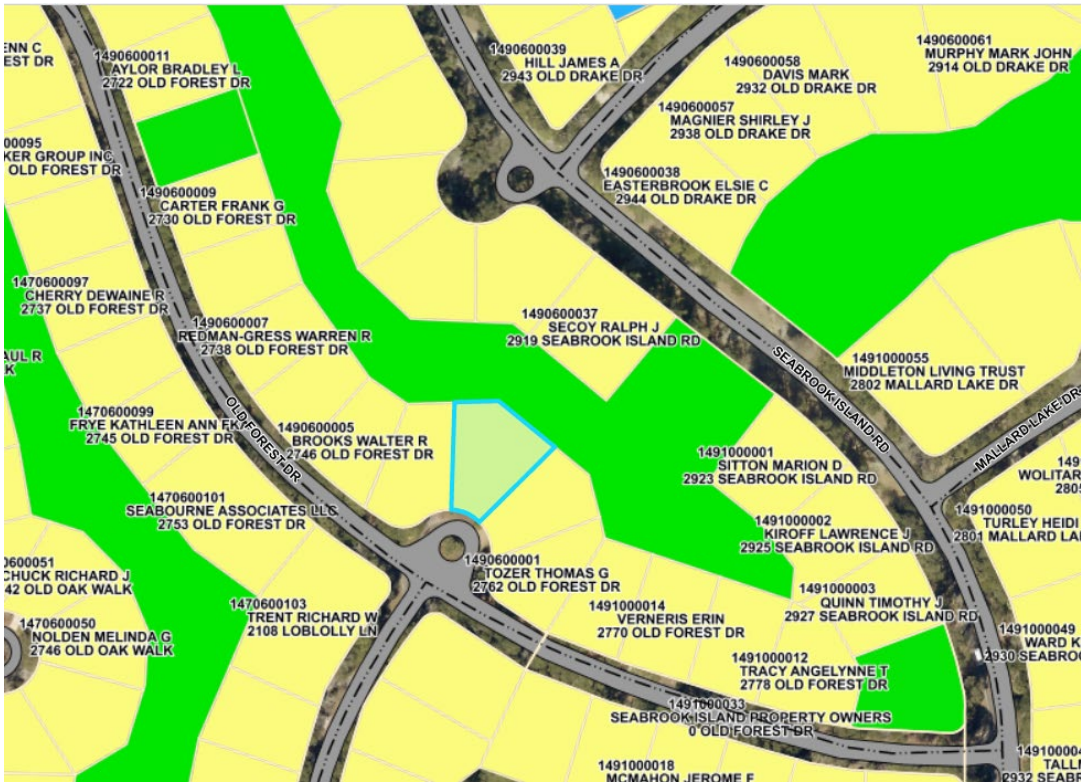
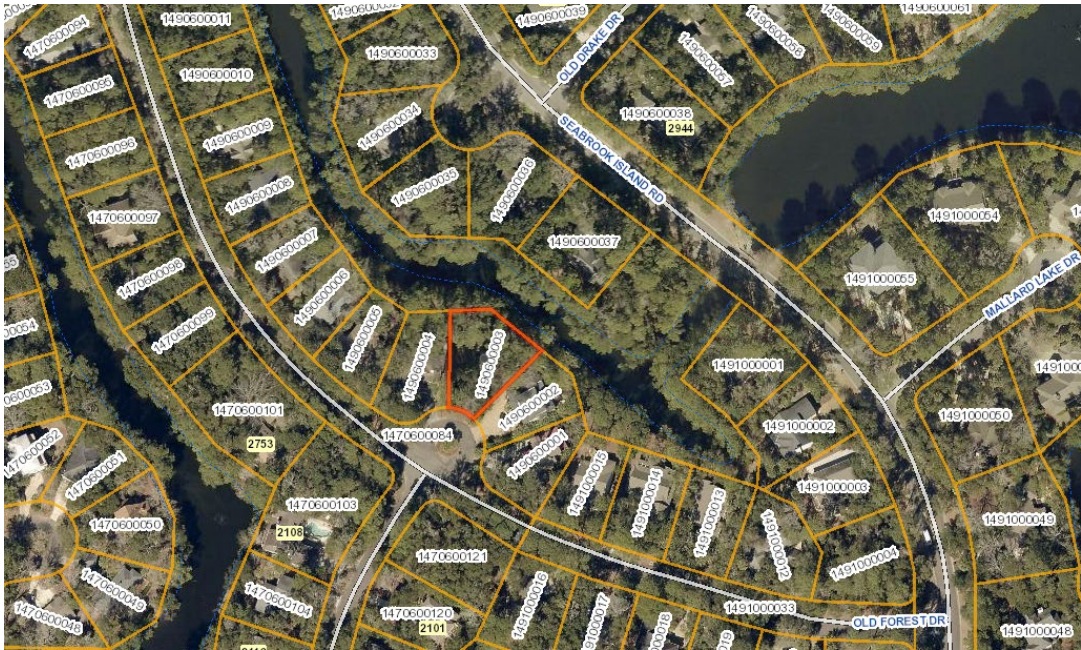
TOWN OF SEABROOK ISLAND

John Gregg, Mayor

ATTEST

Katharine E. Watkins, Town Clerk

Exhibit A



Green = Conservation

Yellow =R-SF2



TOWN OF SEABROOK ISLAND

2001 Seabrook Island Road
 Seabrook Island, SC 29455
 (843) 768-9121

Rezoning Application


USE THIS FORM FOR: Requests to rezone property within the Town limits of Seabrook Island (Also known as a "Map Amendment")

1. PROPERTY INFORMATION					
Property Address(es)	2754 Old Forest Dr.				
Tax Map Number(s)	1490600003	Block #	40	Lot #	13
Current Zoning	R-SF2	Proposed Zoning	conservation (CP)		
Current Use(s)	vacant land	Proposed Use(s)	vacant land		
Is this property subject to private restrictions or covenants? (eg. SIPOA and/or Regime)				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is this property subject to an OCRM critical line? (eg. Marshfront or Beachfront Lots)				<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Total Lot Area (Acres or Ft ²)	.25 (11,179)	High Ground (Acres or Ft ²)	.25		

2. APPLICANT INFORMATION	
Please provide information regarding the individual(s) who is (are) submitting the Rezoning Application.	
Applicant Name(s)	SIPOA
Applicant Address	1202 Landfall Way
Applicant Phone Number	843.768.0061
Applicant Email Address	hpaton@sipoa.org
If the Applicant(s) is (are) not the Property Owner(s), what is the Applicant(s)'s relationship to the Property Owner(s)?	



3. PROPERTY OWNER INFORMATION	
Please provide information for all Property Owner(s). The Property Owner name(s) must match those listed on the deed.	
Property Ownership Type	<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Eleemosynary <input type="checkbox"/> HOA/Regime <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other
Property Owner Name(s)	SIPOA
Property Owner Address	1202 Landfall Way
Property Owner Phone Number	843.768.0061
Property Owner Email Address	hpaton@sipoa.org

4. OVERVIEW OF REQUEST	
Please provide a brief overview of the rezoning request.	
Parcel donated to SIPOA by SIGSC on 12/12/22. Change zoning from R-SF2 residential to CP -Conservation.	

5. CERTIFICATION			
Under penalty of perjury, I (we) hereby certify that the information contained in this application, including all supplemental materials, is true and accurate to the best of my (our) knowledge. This form must be signed in the presence of the Zoning Administrator OR signatures must be notarized. (See Section 6)			
Applicant Signature	Heather Paton 	Date	01/05/23
Owner Signature(s) (If different from Applicant)		Date	
		Date	

OFFICE USE ONLY							
Date Received		Case #		Ordinance #		Adopted	

6. ACKNOWLEDGEMENT

Zoning Administrator Signature		Date	
- OR -			
Notary Certification (If not signed in the presence of the Zoning Administrator)		Notary's Official Seal	
State of <u>South Carolina</u> ; County of <u>Charleston</u>			
One this <u>10</u> day of <u>January</u> 20 <u>23</u> , before me personally appeared the above signers who provided satisfactory evidence of his/her/their identification to be the person whose name(s) is (are) subscribed to this instrument and he/she/they acknowledged that he/she/they have executed the foregoing instrument by his/her/their signature(s) above.			
Sworn to (or affirmed) and subscribed before me this <u>10</u> day of <u>January</u> 20 <u>23</u> .			
 Official Signature of Notary			
My commission expires: <u>01/13/2027</u>			

7. APPLICATION MATERIALS

Rezoning Applications must be accompanied by the following supplemental materials, as applicable. An application is not considered "complete" until all required documentation has been received by the Zoning Administrator.

Required for ALL applications:

- Completed and signed Rezoning Application Form (Paper Required; PDF Optional)**
 - Please submit one completed paper application.
 - The application form must be signed by ALL property owners. Properties which are owned by an association, corporation, partnership, trust or similar entity may be signed by an individual with the authority to sign on behalf of the entity. All signatures must be original.
 - The form must be signed in the presence of the Zoning Administrator or signatures must be notarized.
- Application Fee (See Schedule in Section 7)**
 - Application fees may be paid by cash, check, or money order (payable to "Town of Seabrook Island"). Credit card payments will be accepted if paid in-person at Seabrook Island Town Hall.
- A narrative that explains the reason(s) for the rezoning request, the existing zoning designation of the property, the current or most recent use, the proposed zoning designation of the property, the intended use of the property upon rezoning, and how the request meets the criteria outlined in DSO Section 19.3.B (Paper or PDF Required)**
- Property survey (Paper or PDF Required)**
- A map or description detailing the existing zoning designation and land uses of all adjacent properties. (Paper or PDF Required)**
- Deed of record (Paper or PDF Required)**
- Traffic impact analysis (if deemed applicable by the Zoning Administrator). (Paper or PDF Required)**
- Any other information deemed relevant by the Zoning Administrator. (Paper or PDF Required)**

8. FEE SCHEDULE

Zoning Designation for Annexed Property	Fee Amount
Conservation (CP)	No Charge
All Zoning Designations Except CP and MU	\$250.00
Mixed Use (MU)	\$1,250.00 + \$10.00 Per Acre

Narrative regarding zone change request and Planning Commission considerations per DSO

This property is an undeveloped single family residential parcel that was purchased by the Seabrook Island Greenspace Conservancy in 2022. The property was subsequently quit-claimed to SIPOA on 12/12/22 with conservation deed restrictions. The future use of the property is as undeveloped property perpetually preserved as Greenspace. This request is to change the zoning designation to conservation.

1. **Whether the proposed rezoning is consistent with the goals, policies, and future land use recommendations of the TOWN's COMPREHENSIVE PLAN;** The request to preserve a parcel as conserved space is consistent with the plan.
2. **Whether the intended use of the property is consistent with the intent and purpose of the district to which the property is proposed to be rezoned;** There are other conserved parcels in the nearby area. (illustration attached).
3. **Whether there are, have been, or are anticipated to be (pursuant to the COMPREHENSIVE PLAN) changing conditions in the surrounding area that would make approval of the proposed rezoning appropriate;** There are no anticipated changes in area conditions.
4. **Whether the range and intensity of uses allowed in the proposed zoning district will be compatible with permitted uses and intensities in the surrounding area;** The proposed use is compatible with the surrounding area. The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
5. **Whether adequate utilities, transportation, drainage, and other public or private infrastructure exist, or can reasonably be made available, to serve the range and intensity of uses allowed in the proposed zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
6. **Whether the range and intensity of uses allowed in the proposed zoning district will exceed the structural capacity of existing soils, and whether the allowable uses can be accommodated within the proposed zoning district without the excessive use of fill;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
7. **Whether the range and intensity of uses allowed in the proposed zoning district will substantially increase the volume of stormwater runoff, overburden existing storm drainage infrastructure, or adversely impact surface water quality, when compared to the range and intensity of uses allowed in the current zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
8. **Whether the range and intensity of uses allowed in the proposed zoning district will substantially increase the volume of vehicular and pedestrian traffic, or will adversely impact vehicular and pedestrian safety, when compared to the range and intensity of uses allowed in the current zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
9. **Whether the current zoning district prohibits or unreasonably restricts all economically beneficial use of the property, provided the hardship was not self-imposed by action of the property owner,** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.

10. **Whether the proposed rezoning will encourage commercial uses in areas designated for such activities in the COMPREHENSIVE PLAN;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. There is no commercial use anticipated.
11. **Whether the proposed rezoning will encourage the preservation of conservation lands, CRITICAL AREAs, natural resource areas, and OPEN SPACEs in areas designated for such activities in the COMPREHENSIVE PLAN;** Yes. The property is being rezoned to conservation and the property will be perpetually preserved as green/open space.
12. **Whether the proposed zoning district will adversely impact the enjoyment of natural and scenic features by neighboring property owners or the public at large by allowing DEVELOPMENT of a certain size, scale, bulk, height, or type that is substantially out of character with the surrounding area;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. No development will be permitted.
13. **Whether the proposed rezoning will threaten the continued presence or integrity of archaeological or historic sites or features;** The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. The site will remain undisturbed.
14. **Whether the range and intensity of uses allowed in the proposed zoning district will adversely impact air and water quality, natural features, sensitive lands, vegetation, or wildlife habitat, when compared to the range and intensity of uses allowed in the current zoning district;** The property is being rezoned to conservation and the property will be perpetually preserved as greenspace and has no adverse impact on air and water quality, natural features, vegetation or wildlife habitat.
15. **Whether the range and intensity of uses allowed in the proposed zoning district will place a disproportionate burden upon, or otherwise exceed the capacity of, existing community facilities, when compared to the range of uses allowed in the current zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace creating no burden on facilities.
16. **Whether future DEVELOPMENT on the property, if rezoned, will be accessible to essential public services, including, but not limited to, police, fire, emergency medical services; and sanitation;** The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. Public services are not required.
17. Such other factors as may be deemed appropriate by the PLANNING COMMISSION or TOWN

Assessor's Map is attached.

All adjacent parcels are single family residential. The rear area abuts a SIPOA-owned lagoon. There are additional conserved parcels in the immediate area.

Town of Seabrook Island

Property Zoning Report

9 Jan 2023



Parcels

Parcel ID: 1490600003
Owner: SEABROOK ISLAND GREEN SPACE CONSERVANCY INC
Owner Street Address: 130 GARDNERS CIRCLE PMB 521
Owner City State ZIP Code: SEABROOK ISLAND , SC 99999-9999
Parcel Street Address: 2754 OLD FOREST DR

Zoning

Count	Zoning Code and Description	Overlapping Quantities
1.	1 R-SF2 - Residential - Single-Family (Medium Lot)	11,332.59sf (0.26acres)

Since 1991



A.H. SCHWACKE & ASSOCIATES

LAND SURVEYING & CONSTRUCTION LAYOUT

1975 FRAMPTON AVE PH: 843-762-7005 FAX 843-762-0109
P.O. BOX 13077, CHARLESTON, SOUTH CAROLINA 29422-3077

REFERENCE:

PLAT BY: E.M. SEABROCK, JR.	TAX MAP No. 149-06-00-003
DATED: SEPTEMBER 22, 1978	No. 2754 OLD FOREST DRIVE
BOOK: AN PAGE 076	Requested by: MARJORIE STEPHENSON
RMC CHAS. CO.	

NOTES:

BEARING SHOWN ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83.

AREA DETERMINED BY COORDINATE METHOD.

THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.

THE REQUIRED SETBACKS MAY BE DESIGNATED AND/OR VARIED BY THE TOWN OF SEABROCK ISLAND ARCHITECTURAL REVIEW BOARD. THE ARCHITECTURAL REVIEW BOARD RESERVES THE RIGHT TO GRANT VARIANCES RESPECTING SETBACK GUIDELINES AND/OR TO EXPAND THE "BUILDABLE" AREA.

THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.

NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS CONTAMINATION OR OTHER NONVISIBLE CONDITIONS WHICH MAY AFFECT THIS PROPERTY.

PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE AE (EL 10') AS PER FEMA FLOOD MAPS.


PANEL No. 45019C 0785K
DATED: JANUARY 29, 2021
COMMUNITY No. 450256

*** SETBACKS SHOULD BE VERIFIED PRIOR TO DESIGN OR CONSTRUCTION BY CONTROLLING AUTHORITY.**

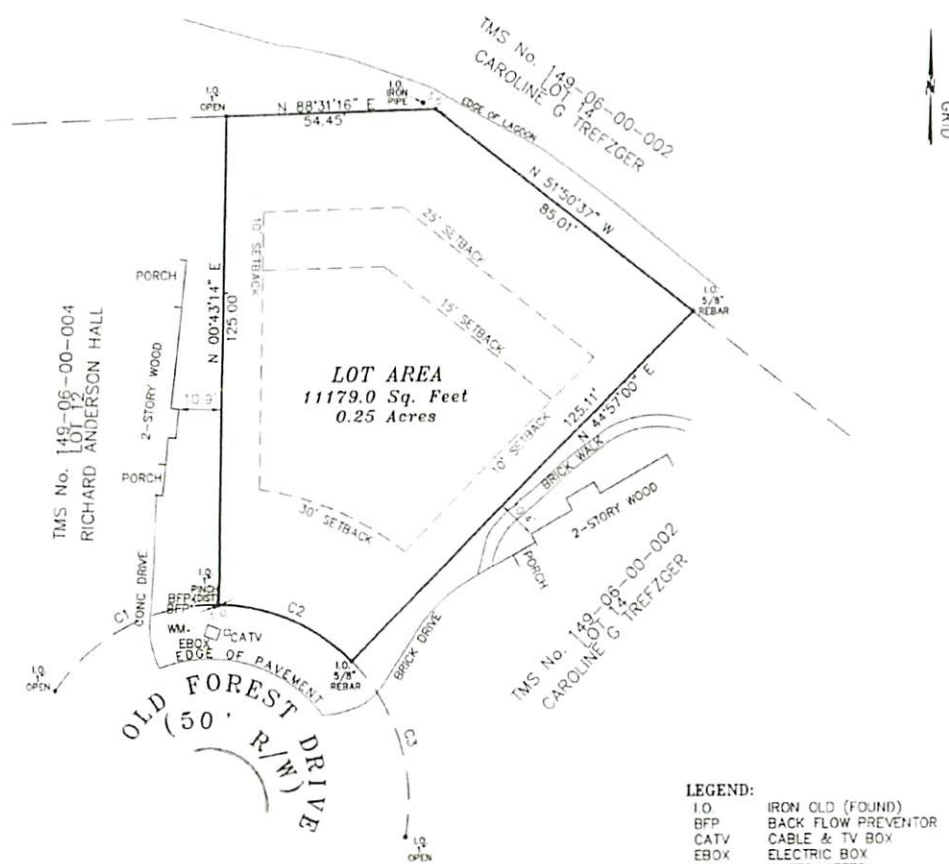
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00	49.56'	47.56'	S 82°58'18" W	56°47'34"
C2	50.00	38.40'	37.46'	S 66°56'47" E	43°59'57"
C3	50.00	49.11'	47.16'	N 17°21'11" W	56°16'34"

SURVEYOR'S CERTIFICATION

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein. Also there are no visible encroachments or projections other than shown


 KEVIN M. SCHWACKE, SR. PLS
 S.C. Registration Number 20468

CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. THIS PLAT IS COPYRIGHTED AND IS INTENDED ONLY FOR THE ENTITY OR PERSON(S) SHOWN HEREON. THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH. KIM22 / 22036



- LEGEND:**
- IO IRON OLD (FOUND)
 - BFP BACK FLOW PREVENTOR
 - CATV CABLE & TV BOX
 - EBOX ELECTRIC BOX
 - WM WATER METER



BOUNDARY SURVEY
 LOT 13 BLOCK 40
 TOWN OF SEABROCK ISLAND
 CHARLESTON COUNTY, SOUTH CAROLINA



DATE: FEBRUARY 9, 2022 SCALE: 1" = 30'

149060003



Selected Parcel	
PID	149060003
OWNER	SEABROOK ISLAND GREEN SPACE CONSERVANCY INC
PLAT BOOK PAGE	Z-149
DEED BOOK PAGE	1094-421
shoefines	undefined



Nearby Greenspace parcels

Subject Parcel

WITNESS its hand and seal this 9th day of December, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Seabrook Island Green Space Conservancy,
Inc.

Weather Adams
Witness #1

Carl Voelker
BY: Carl Voelker
ITS: Vice President and Chair of Acquisitions

[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me, this 9th day of
December, 2022, by Seabrook Island Green Space Conservancy, Inc., by Carl Voelker, its
Vice President and Chair of Acquisitions.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 10.8.30



Exhibit "A"

ALL that certain lot, piece or parcel of land, situate, lying and being on Seabrook Island, Charleston County, State of South Carolina, and known and designated as LOT 13, BLOCK 40, on a plat by E.M. Seabrook, Jr., CE & LS, dated September 22, 1978, and recorded in the Charleston County RMC Office in Plat Book Z, at Page 149, and as also shown on Plat recorded in Book AN at Page 79, said Recording Office. Said lot having the size, shape, dimensions, buttings and boundings, more or less, as are shown on said plat, which is specifically incorporated herein by reference.

Said property shall be held, transferred, sold and conveyed subject to the restriction that, except as may otherwise be provided herein, its use shall be limited to use as a Green Space (as defined herein), with no construction of any kind whatsoever permitted, provided however that removal of dead trees or dead animals is permitted and maintenance and improvements in the Seabrook Island storm water drainage system is authorized. In no event shall said property be used as an area for parking vehicles; domestic animal runs; boat, vehicle, or equipment storage; or any other use inconsistent with preserving the natural environment of said property. This restriction shall run with the property and be binding on all parties having any right, title or interest in said property or any part thereof and their respective heirs, successors, and assigns.

"Green Space" is defined as that gift of land or perpetual conservation easement which cannot be subdivided, sold or otherwise disposed of under conditions which would permit its use for crection of any structure whatsoever. Land and/or a perpetual conservation easement purchased by or donated to Grantor, its predecessor, or its successors, is required to remain in its natural state (i.e. - for the protection of flora, fauna, open spaces, and scenic vistas) and may be used only as agreed to by Grantor and the donor. Either the Grantor or the Grantee may remove dead or dying trees or animals from land and/or conservation easements as part of its management responsibilities.

Said property is subject to all applicable covenants, conditions, restrictions, limitations, obligations and easements of record affecting subject property.

FIRST ADDENDUM
to the
BEACH PATROL SERVICES CONTRACT
between the
TOWN OF SEABROOK ISLAND
and
ISLAND BEACH SERVICES, LLC

WHEREAS, the Town of Seabrook Island, a public body corporate and politic and political subdivision of the State of South Carolina, whose principal office is located at 2001 Seabrook Island Road, Seabrook Island, SC 29455 (hereinafter referred to as the "Town") and Island Beach Services, LLC, D/B/A Barrier Island Ocean Rescue, a South Carolina Limited Liability Corporation, the address of which is 32 Sora Rail Road, Kiawah Island, SC 29455 (hereinafter referred to as the "Contractor"), ("Party" as to each; collectively the "Parties"), entered into a contract for the provision of Beach Patrol Services within the Town with an effective date of March 24, 2021 (hereinafter referred to as the "Contract"); and

WHEREAS, under the terms of the Contract, the Town has the option to renew the Contract for three (3) additional one (1) year periods; provided, however, any changes to the dates of coverage, hours of operation and price shall be agreed to in writing by the Parties and made part of the Contract by addendum; and

WHEREAS, the Parties have agreed to extend the Contract by renewal for an additional period of one (1) year, upon such terms, conditions and amendments as are mutually agreeable to both Parties as outlined herein;

NOW, THEREFORE, the Parties hereby execute this first addendum to extend the Contract by renewal for an additional period of one (1) year, for the period beginning April 1, 2023, and ending March 31, 2024 (hereinafter referred to as the "First Renewal Period"), under the same terms and conditions as the original Contract, mutatis mutandis, unless expressly modified herein. The Parties agree to the following amendments to the Contract, as follows:

AMENDMENT #1: Section 3 of the Contract (Contract Price: Payment Terms) is hereby amended to add the following:

SECTION 3
Contract Price: Payment Terms

The Town agrees to pay two hundred thirty-nine thousand sixty-six dollars (**\$239,066.00**) (hereinafter "First Renewal Period Contract Price") to the Contractor for the Contractor's performance of the Services during the First Renewal Period, as amended herein, plus all reasonable expenses, pre-approved in writing by the Town Administrator, necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein. The First Renewal Period Contract Price shall be paid in monthly installments, as follows:

Installment #	Dates Covered (Installment Period)	Payment Amount
1	April 1 – April 30, 2023	\$ 39,844.33
2	May 1 – May 31, 2023	\$ 39,844.33
3	June 1 – June 30, 2023	\$ 39,844.33
4	July 1 – July 31, 2023	\$ 39,844.33
5	August 1 – August 30, 2023	\$ 39,844.33
6	September 1 – September 30, 2023	\$ 39,844.35
TOTAL		\$ 239,066.00

The Contractor shall invoice the Town for each Payment Amount within five (5) business days following the closing date of each Installment Period. In no event shall the aggregate total of the invoices for Services so submitted exceed the First Renewal Period Contract Price.

AMENDMENT #2: Section 4 of the Contract (Term of Contract; Time and Dates of Performance) is hereby amended to add the following:

SECTION 4
Term of Contract, Time and Dates of Performance

The term of the original Contract shall be extended by renewal for one (1) year to incorporate the continuation of Services during the First Renewal Period. During the First Renewal Period, the Contractor shall perform the Services on the dates and times and with the personnel and vehicles as follows:

Hours of Operation

Dates of Coverage	# Days	Personnel Per Day	Vehicles Per Day	Hours Per Day
April 1 – May 21	51	2	2	9:00 AM – 5:00 PM (8)
May 24 – August 15	84	2	2	8:00 AM – 12:00 PM (4)
		4	2	12:00 PM – 4:00 PM (4)
		2	2	4:00 PM – 8:00 PM (4)
August 16 – September 30	48	2	2	9:00 AM – 5:00 PM (8)
Total	183			

During the First Renewal Period, the Contractor shall provide all necessary staff, vehicles and equipment to service up to six (6) trash receptacles on the beach (hereinafter, "Trash Service"). Trash Service shall be provided as follows:

Dates of Coverage	# Times Serviced Per Week	Days of Service *
April 1 – May 21	3	Wed, Fri, Sun
May 24 – August 15	5	Mon, Wed, Fri, Sat, Sun
August 16 – September 30	3	Wed, Fri, Sun
Total		

* Days of Service may be amended by mutual agreement of both Parties.

In order to facilitate the provision of Trash Service, the Town shall be responsible for:

- Installing all trash receptacles on the beach on or before April 1st;
- Providing trash bags to the Contractor on an as-needed basis; and
- Providing a dumpster or container(s) for the storage and disposal of trash collected from the beach by the Contractor.

Upon request by the Town, and subject to reasonable notice being provided by the Town to the Contractor, the Contractor agrees to provide additional days of Trash Service during the First Renewal Period beyond the intervals specified herein. The Contractor shall invoice the Town, and the Town agrees to pay, for such additional Trash Service at a rate of \$75.00 per day for each day such additional Trash Service is provided.

Upon reasonable notice to the Contractor during the First Renewal Period, the Town may request Services on dates other than those specified above. In such event, the Contractor shall use reasonable efforts to accommodate the Town's request at a cost approximately proportional to the First Renewal Period Contract Price. Any changes in the First Renewal Period Contract Price, dates of coverage and hours of coverage shall be agreed to in writing by both Parties and attached hereto as an addendum.

The Town reserves the right to renew the initial Contract, as amended herein, for up to two (2) additional one-year periods if it determines renewal to be in its best interest. Any request for a price increase must be made in writing at least ninety (90) days prior to the anniversary date of the Contract, or sooner if so requested by the Town. Any request will be evaluated prior to exercising the option to renew. The Town will be the sole judge as to whether any price increase will be approved. If the Town exercises its right of renewal, any changes to the dates of coverage, hours of operation and Contract Price will be agreed in writing and made part of the Contract.

The Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment by their duly authorized officers or representatives:

TOWN OF SEABROOK ISLAND

By: _____

Name: John Gregg, Mayor

Title: Mayor

Date: _____

ISLAND BEACH SERVICES, LLC

By: _____

Name: Robert Edgerton

Title: Owner

Date: _____

SECOND AMENDMENT
to the
EMERGENCY PREPAREDNESS SERVICES CONTRACT
between the
TOWN OF SEABROOK ISLAND
and
EGROUP HOLDING COMPANY, LLC

WHEREAS, the Town of Seabrook Island, a public body corporate and politic and political subdivision of the State of South Carolina, whose principal office is located at 2001 Seabrook Island Road, Seabrook Island, SC 29455 (hereinafter referred to as the "Town") and EGroup Holding Company, LLC, a South Carolina limited liability corporation, the address of which is 482 Wando Park Boulevard, Mount Pleasant, SC 29464 (hereinafter referred to as the "Contractor"), ("Party" as to each; collectively the "Parties"), entered into a contract for the provision of emergency preparedness services with an effective date of July 28, 2020 (hereinafter referred to as the "Contract"); and

WHEREAS, the initial term of the Contract was for a period of one (1) year, expiring on July 27, 2021; and

WHEREAS, on September 23, 2021, Town exercised its option to extend the Contract for a term of one (1) year, retroactive to July 28, 2021, and expiring on July 27, 2022; and

WHEREAS, under the terms of the Contract, the Town has the option to extend the Contract for an additional term of one (1) year under the same terms and conditions as the original Contract; and

WHEREAS, the Parties have agreed to extend the Contract by renewal for an additional term, retroactive to July 28, 2022, upon such terms, conditions and amendments as are mutually agreeable to both Parties;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby execute this second amendment to extend the Contract by renewal for the period beginning July 28, 2022, and ending February 28, 2024, under the same terms and conditions as the original Contract, mutatis mutandis (hereinafter referred to as the "Second Amendment"), unless expressly modified herein. The Parties agree to the following amendments to the Contract, as follows:

AMENDMENT #1: Section 3 of the Contract is hereby amended to read as follows:

Section 3. Contract Price; Payment Terms

The Town agrees to pay for the performance of the Services described in this Contract, including all items necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein on the following basis:

Service Description	Price per Instance
Disaster Recovery Council Meetings (including all deliverables up to single substantive revision of summary report)	\$1,300.00/Meeting
Comprehensive Emergency Plan Updates (including all deliverables)	\$2,600.00/Update
Tabletop Exercises (including all deliverables up to single substantive revision of summary report)	\$5,500.00/Eight Hours of Session(s)
Services not otherwise specified and requested by Town ("On Call Services")	\$275.00/Hour

Contractor shall submit invoices to Town for charges for Services incurred hereunder. Payment for Services shall be made within thirty (30) days of Town's receipt of Contractor's invoice. Payments shall be net of any outstanding credit for payments made and not reflected on Contractor's invoice.

AMENDMENT #2: Section 4 of the Contract is hereby amended to read as follows:

Section 4. Time; Term of Contract

The Town hereby contracts with Contractor to provide the Services specified herein for the period beginning on July 28, 2022, and ending on February 28, 2024.

The Town reserves the right to extend this Contract for an additional term of one (1) year, if it is determined to be in its best interest. Any request for a price increase must be made in writing at least ninety (90) days prior to the anniversary date of the Contract, or sooner if so requested by the Town. Any request will be evaluated prior to exercising the option to extend. The Town will be the sole judge as to whether any price increase will be approved.

The Contractor expressly acknowledges that time is of the essence in performance of Services of this Contract and that the time limits set forth for Services in Exhibit A are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment by their duly authorized officers or representatives:

TOWN OF SEABROOK ISLAND

EGROUP HOLDING COMPANY, LLC

By: _____

By: _____

Name: John Gregg, Mayor

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Seabrook Island Dolphin Education Program Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 202~~2~~³ by and between Lowcountry Marine Mammal Network, ("LMMN"), a 501(c)(3) organization focused on protecting marine mammals (dolphins, whales and seals) in South Carolina, with a principal office at 1367 Clearbrook Street, North Charleston, SC 29405, and the Town of Seabrook Island, (the "Town") a South Carolina municipality, with a principal office at 2001 Seabrook Island Road, Seabrook Island, South Carolina.

WHEREAS, "Strand feeding" is a unique hunting behavior in which bottlenose dolphins (*Tursiops truncatus*) work together in small groups to herd fish towards the shore. They then use a powerful wave to push the fish onto the shore and then lunge onto the shore to grab the fish; and

WHEREAS, the Town is one of a few locations in the U.S. that dolphins are known to strand feed; and

WHEREAS, Giving the dolphins their space while strand feeding is important to ensure they are not harassed and this specialized hunting strategy is not disrupted; and

WHEREAS, The Department of Fisheries of the National Oceanic and Atmospheric Administration ("NOAA") has received reports of beach goers trying to interact with (touch, chase, or swim with) or hand feed the dolphins as they strand feed on the beaches of Seabrook Island, South Carolina in apparent violation of the Marine Mammal Protection Act (the "MMPA"); and

WHEREAS, the parties hereto wish to undertake a project called the Seabrook Island Dolphin Education Program, (hereinafter, the "Project") the purpose of which is to reduce disturbance to strand feeding dolphins and minimize violations of the MMPA, as well as better understand the local dolphin population and this feeding strategy. Components of the Project include community outreach on/near the beaches where dolphins are known to strand feed, as well as distribution of outreach materials throughout the Town. Data will be collected to help biologists better understand this unique strand feeding behavior (i.e., frequency, number of dolphins, photo documentation).

NOW THEREFORE in consideration of the foregoing premises and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Expected Project Outcomes; Publication of Findings: The expected results of the Project include a reduction in disturbance by beachgoers to strand feeding dolphins, an increased number of residents and visitors to the Town educated about dolphin conservation, and a better

understanding of dolphin strand feeding behavior, local bottlenose dolphin population, and MMPA violations. The Project will also allow LMMN to monitor the strand feeders to gain more insight into their behavior, and will help it understand if the behavior is increasing or decreasing among animals, identify individual strand feeders through photo-identification and determine if there is seasonality relevance to strand feeding. The information obtained as a result of the Project will allow LMMN to continue to monitor the behavior and understand the risks of human interactions. With this information, LMMN could, subject to the provisions of Section 9 hereof, publish its findings in a peer-reviewed publication and provide information content for the Town's website.

2. Project Team: LMMN will establish a project team consisting of two (2) individuals (hereinafter, the "Project Team") to be assigned to the Project. The Project Team will establish relationships with the Town to better understand the value of this behavior to the community while working together towards the conservation of a rare and unique behavior. A list of all Project Team members and their qualifications are attached hereto as Exhibit A.

3. Project Period: The Project will start once the Principal Investigator (hereinafter, the "PI") is able to recruit and train sufficient volunteers from among Seabrook Island residents. It is anticipated that the project will begin on or around April 1, 202~~2~~³ and it will conclude on or around December 31, 202~~2~~³ (hereinafter, the "Project Period"). LMMN will assign not less than one (1) person (hereinafter "Project Team Members") on the beach during peak times for strand feeding to observe and record dolphin behavior and engage the public about maintaining a safe viewing distance.

4. Goals of the Project: The Project goals will include the following:

- A. Increase awareness of residents of and visitors to the Town about conservation of the bottlenose dolphin population that resides in and around Capt. Sam's Inlet;
- B. Education of both local residents and visitors about dolphin strand feeding behavior. Project Team Members will provide beach goers with information about the unique behavior, laws protecting wild dolphins from illegal feeding and harassment, as well as ways to safely view the behavior and animals without disturbing them; ~~and~~

C. ~~The Project will allow LMMN to gain information~~ Enhance understanding about habitat use and individual strand feeding dolphins to help understand the broader impact of habitat destruction and its effects on this population of dolphins;

D.- Reduce instances of marine mammal harassment; and

E.- Assist Town code enforcement officers with the identification of potential violations of the Town's beach and wildlife protection ordinances.

5. Project Undertakings by LMMN: The Project will include the following actions and activities to be undertaken by LMMN during the Project Period:

A. Project Team Members will identify feeding hotspots to allow the parties hereto to focus conservation efforts on those areas as well as understand the impacts on individual strand feeders if these habitats are lost or if the behavior is abandoned. Information regarding the locations of the feeding hotspots will be provided by LMMN to the Town as promptly as possible.

B. Beach observations will be the main focus of the Project. During these observations, Project Team Members and volunteers will collect dolphin behavior data and will have an opportunity to talk with beach goers and answer questions about strand feeding behavior and encourage responsible viewing. Observations will be conducted once weekly by the PI, while interns and volunteers will cover the remainder of the week. Observations will take place for approximately four (4) hours each day during the Project Period. LMMN will seek to obtain volunteers among the Town's residents to conduct observations on the days Project Team Members are not anticipated to be present so the week is covered during the Project Period. LMMN will provide the Town with the name of each Seabrook Island volunteer as promptly as is reasonably practicable.

C. Project Team Members will educate local residents and visitors of the Town about dolphin conservation, with the goal of reducing disturbance to strand feeding dolphins. Project Team Members will inform residents and visitors that the Town is very unique because it is one of the few places where dolphins are known to strand feed and the public can easily access the area where strand feeding occurs and view this behavior, and advise beach goers of the factors which threaten these dolphins.

- D. Project Team Members will request local businesses (e.g., hotels, shops and marinas) to help distribute outreach materials.
- E. A primary objective of the Project is to educate beach goers about the importance of reducing human interference, both from the beach and water, during strand feeding for fear that the dolphins will abandon this behavior on the Town's beaches. Project Team Members will be present on the beach each week-day during the peak season (June-August) during the Project Period and 4 days per week, including peak weekends, during other parts of the year, at times in which biologists believe strand feeding is most likely to occur, (approximately two hours before to two hours after low tide). Project Team Members will ask beach goers to follow the following viewing guidelines to reduce disturbance to strand feeding dolphins:
- (A) View dolphins from a distance and get a better view using binoculars;
 - (B) Give dolphins sufficient space and keep dogs away from the shore where dolphins may be present during periods of strand feeding;
 - (C) Avoid loud or sudden movements near the dolphins while they are strand feeding; and
 - (D) Avoid feeding or attempting to feed dolphins, as such activities are both harmful and illegal (this includes throwing fish on the shore back to dolphins while they are strand feeding).

In discharging their responsibilities under this Section 5E, Project Team Members will treat beach goers with respect and will respect the beach goers right and ability to enjoy his or her beach experience. Project Team Members will not engage beach goers who express no interest in the education effort.

- F. Project Team Members will collect data that could be used by LMMN to better understand the resident population of dolphins, the number of dolphins in the immediate area, the number of dolphins participating in stand feeding and whether and to what extent MMPA violations occur. Copies of all data and information collected by Team Members will be provided to the Town as promptly as is reasonably practicable.
- G. Project Team Members will take photographs of dorsal fin dolphin which will be used to identify individual dolphin which will then be compared to a long-standing photo-

id catalogue housed at NOAA/National Ocean Service. Copies of all photographs taken by Project Team Members will be given to the Town as promptly as is reasonably practicable.

- H. During the Project Period, Project Team Members will set up dolphin conservation educational displays at local events and presentations on the Project will be given to local community groups and water enthusiasts and local community groups.
- I. Project Team Members may install interpretive signs about strand feeding only after receiving prior written permission from the Town.
- J. Project Team Members will wear tee shirts and identification tags approved by the Town at all times when they are on the Town's beaches.

K. While Project Team Members are not charged with enforcing violations of the Town's beach and/or wildlife protection ordinances, Project Team Members who observe a violation are encouraged to report alleged violations to Town code enforcement officers for investigation and possible enforcement. When Beach Patrol officers are present on the beach (daily April through September), alleged violations may be reported by phone or text message to (843) 718-6083. At all other times, alleged violations may be reported to Seabrook Island Town Hall by phone at (843) 768-9121.

6. Project Undertakings by the Town: The Town shall (A) request access for Project Team Members as required through the Seabrook Island Property Association gate, (B) assist LMMN in obtaining Seabrook Island volunteers to conduct observations and (C) arrange for introductions of Project Team Members to merchants and local community groups.

7. Compensation, Materials, and Travel Expenses; Payment: For the beach observations, data collection and volunteer coordination, as described herein, the Town shall pay to LMMN the amount of six thousand, seven hundred and seventy-two dollars (\$6,772.00) in nine (9) equal monthly installments of seven hundred fifty-two dollars and forty-four cents (\$752.44) each. Such amounts shall be due and payable upon receipt of invoice as of the last day of each month during the Project Period.

In addition, the Town shall reimburse LMMN for its reasonable and necessary travel expenses in an amount not to exceed in the aggregate one thousand nine hundred and forty-four dollars

(\$1,944.00). The Town shall reimburse LMMN for such travel expenses upon presentation of invoices therefore, together with appropriately documented receipts for such expenses.

It is anticipated that LMMN will incur additional expenses for site visits, training, island events, tee shirts and educational materials in an amount not to exceed, in the aggregate, one thousand three hundred and ten dollars (\$1,314.00). The Town shall reimburse LMMN for such miscellaneous expenses upon presentation of invoices therefore, together with appropriately documented receipts for such expenses.

8. Cancellation for Non-Allocation of Funds: This Agreement shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continued performance of this Agreement by the Town.

9. Anticipated Project Benefit; Limitation on Public Release of Information: The main anticipated benefit of the Project is the safety of both humans and dolphins on Seabrook Island. However, a collateral benefit to LMMN will be an increase of its understanding of the use of Capt. Sam's Inlet as a preferred location for strand feeding. The information LMMN will obtain from implementation of the Project will allow it to provide scientific data on how the development of Capt. Sam's Inlet could affect the dolphin's behavior. It is a condition precedent of the Town's participation in the Project and shall be an express undertaking by LMMN that any and all information obtained by LMMN, Project Team Members or volunteers, and / or LMMN's conclusions and interpretation of such information and / or recommendations based on such information must be reviewed and approved by the Town in writing prior to any public release or publication thereof or the distribution thereof to any third-party including NOAA/NOS. For the avoidance of doubt, any publication or distribution of the information and data collected by LMMN, Project Team Members or volunteers by reason of their participation in the Project or publication of any analysis, study, evaluation, conclusion or recommendation based directly or indirectly on such data must be approved in writing by the Town in advance of such publication.

LMMN shall not issue any press release or other statement for public distribution identifying the Town's participation in the Project without first having obtained the prior written consent of the Town.

10. Release; Waiver; Hold Harmless and Indemnity: In consideration for allowing LMMN to undertake the Project and data collections as described herein, LMMN hereby releases, waives, discharges and covenants not to sue the Town, its elected officials, employees or agents or volunteers (hereinafter referred to as "Releasees") with respect to any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by it, or any of its employees or agents or any property belong to it, whether caused by the negligence of the Releasees or otherwise, while participating in the Project or while in or on the way to the Town. LMMN shall ensure that each Project Team Member and volunteer executes and delivers to the Town releases in their individual capacity. LMMN further agrees to indemnify, defend (with counsel reasonably acceptable to the Releasees) and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost, including court costs and attorney's fees, that any or all of them may occur by reason of the Town's participation in the Project.

11. Contract Administration: Any questions or issues arising after the execution of this contract shall be directed to the Town Administrator of the Town.

12. Non-Assignment: Neither this Agreement nor any right or obligation hereunder may be assigned, sublet, or transferred without the prior written consent of the Town.

13. Governing Law: This Agreement and any dispute, claim or controversy relating thereto (other than issues relating to conflict of laws) shall in all respects be interpreted, construed, enforced and governed under the laws of the state of South Carolina. All disputes, claims or controversies relating to the Agreement shall be resolved in the circuit court of Charleston County, South Carolina. LMMN agrees that any act by the Town regarding this Agreement is not a waiver of the Town's immunity under the South Carolina Tort Claims Act or any other applicable laws.

14. Notice. Any notice which may be or is otherwise required to be given under this Agreement shall be given in writing and shall be delivered (i) in person, (ii) by certified mail, postage prepaid return receipt request, (iii) by commercial overnight courier that guarantees next day delivery or (iv) by e-mail, and such notices shall be addressed as follows:

If to LMMN: Lauren Rust
Executive Director, LMMM
1367 Clearbrook Street
North Charleston, SC 29405
lauren@lowcountrymarinemammalnetwork.org

If to the Town: Joseph M. Cronin, Town Administrator
Town of Seabrook Island
2001 Seabrook Island Road
Seabrook Island, SC 29455
jcronin@townofseabrookisland.org

15. **Collaborations:** It is anticipated and agreed that LMMN will collaborate with the National Oceanic Atmospheric Administration / National Ocean Service (hereinafter “NOAA/NOS”) as they have 30 years’ experience working with dolphin population and a network of volunteers that can provide additional help if needed. Their input into the Project design and dolphin biology will help steer the educational program. NOAA/NOS also holds the Bottlenose Dolphin Charleston Estuarine System Stock photo-id catalogue, which include sightings taken off of the Town’s beaches, and will be instrumental in matching individual dolphins from this study.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

LOWCOUNTRY MARINE MAMMAL NETWORK

TOWN OF SEABROOK ISLAND

By: _____
Lauren Rust, Executive Director

By: _____
John Gregg, Mayor

Attest: _____

Attest: _____

EXHIBIT A

PROJECT TEAM MEMBERS & QUALIFICATIONS

LAUREN RUST: Lauren Rust is the executive director and founder of the Lowcountry Marine Mammal Network, a registered 501(c)3 nonprofit dedicated to increasing the community's knowledge about our local marine mammals and ways to conserve their habitats. Lauren holds a BS in Marine Biology from The College of Charleston and MS in Ecology from the University of Wales in which she focused on dolphin daily behavioral budgets. She has 15 years' experience working with several marine mammal species in a variety of settings including nonprofit and government agencies such as NOAA, NIST and The Marine Mammal Center. She has lived in Charleston for over 12 years and is well connected in the environmental community.

WAYNE MCFEE: Wayne McFee is the PI of the Coastal Marine Mammal Assessment division at the National Ocean Service in Charleston, SC. Mr. McFee has nearly 25 years of experience handling stranding events in South Carolina, and has authored or co-authored nearly 40 manuscripts in peer-reviewed journals related to dolphin life history (diet, pathology, reproduction, age, etc), contaminants, and human interaction. He is a member of numerous government sponsored working groups including the Crab Pot/Dolphin interaction working group, the Mid-Atlantic Unusual Mortality Event Population Dynamics Team, and the Southeast Regional Wildlife Impacts from Marine Debris working group. Mr. McFee received a MS degree in Biology from Northeastern University where he studied mass strandings of pilot whales on Cape Cod.