

# TOWN OF SEABROOK ISLAND

Town Council Meeting  
August 24, 2021 – 2:30 PM



Virtual Meeting (Zoom)  
[Watch Live Stream \(YouTube\)](#)

**Participate in the Meeting:** Individuals who wish to participate in the meeting via Zoom may access the meeting as follows:

- [Instructions for Joining & Participating in the Virtual Meeting](#)
- **To join by computer, tablet or mobile device:** [Access Zoom Meeting](#)
- **To join by phone:** Call (646) 558-8656 *\*Please note that long distance rates may apply\**
- **Meeting ID:** 881 0433 0131    **Passcode:** 673849

**Submit a Written Comment:** Individuals who wish to submit a comment in advance of the meeting may do so in writing by 12:00 pm on the day of the meeting using one of the following options:

- **Email:** [kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org)
- **Mail or Hand Deliver:** 2001 Seabrook Island Road, Seabrook Island, SC 29455

## AGENDA

1. **Call to Order – Pledge of Allegiance – Roll Call – Freedom of Information**
2. **Minutes:**            Town Council Meeting July 27<sup>th</sup>, 2021  
                                 Ways and Means Committee Meeting August 10<sup>th</sup>, 2021  
                                 Town Council Pre-Budget Workshop August 17<sup>th</sup>, 2021
3. **Financials:**        For the Month of July 2021
4. **Citizens/Guests Presentations, Comments:**
5. **Reports of Standing Committees, Commissions, Boards:**
  - **Public Relations/Communications**
  - **Public Safety & Special Projects**
  - **Beach Administration and Community & Government Relations**
  - **Ways & Means**
  - **Planning Commission**
  - **Board of Zoning Appeals**
6. **Reports of Ad Hoc Committees:**
7. **Reports of Town Officers:**
  - **Mayor – John Gregg**

- Appointments to Special Committee to identify potential “projects” for the Town’s allocation under the County Greenbelt Program
- Request for approval and authorization to enter into a land lease agreement and for payment of the fee under the agreement
- Creation of an ad hoc committee for identifying “uses” for anticipated distributions under the ARPA Local Fiscal Recovery Fund
- Discussion about entering into a Memorandum of Understanding with Seabrook Island Property Owners Association
- Notification of Council of 2021 Update of Charleston Regional Hazard Mitigation Plan
- **Town Administrator/Zoning Administrator**
  - Beach Patrol Update
  - Short-Term Rental Permitting & Enforcement Update
  - Report from the DSO Open House of August 23, 2021
- **Town Council Members**
- **Utility Commission**

**8. Petitions Received, Referred or Disposed of:**

**9. Ordinances for First Reading:**

- Ordinance 2021-10: 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 147-01-00-062, containing approximately 0.37 +/- acres located at 2517 Pelican Perch, from the SR Single-Family Residential District to the AGC Agricultural-Conservation District

**10. Miscellaneous Business:**

**11. Public Comments:**

**12. Adjourn**

# TOWN OF SEABROOK ISLAND

## Town Council Meeting

July 27, 2021

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



### MINUTES

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

The July 27, 2021, Town Council meeting was conducted in person, via Zoom, and was simultaneously made available to the public via YouTube live stream and by conference call, all in keeping with practices adopted to address the ongoing coronavirus pandemic. Mayor Gregg, Councilwomen Finke and Fox, Councilman Goldstein, Town Administrator Cronin, and Town Clerk Watkins participated in the meeting. Mayor Gregg called the meeting to order. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the SC Freedom of Information Act had been met.

2. **Minutes:** Town Council Public Hearing June 22<sup>nd</sup>, 2021  
Town Council Meeting June 22<sup>nd</sup>, 2021  
Town Council Special Called Meeting July 8<sup>th</sup>, 2021  
Ways and Means Committee Meeting July 13<sup>th</sup>, 2021

Councilwoman Finke moved to approve the previous Town Council Public Hearing minutes of June 22<sup>nd</sup>, 2021; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes were approved.

Councilwoman Finke moved to approve the previous Town Council Meeting minutes of June 22<sup>nd</sup>, 2021; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes were approved.

Councilwoman Finke moved to approve the previous Town Council Special meeting minutes of July 8<sup>th</sup>, 2021; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes were approved.

Councilwoman Finke motioned to approve the previous Ways and Means Committee meeting minutes of July 13<sup>th</sup>, 2021; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes were approved.

3. **Financials:** For the Month of June 2021

Mayor John Gregg reviewed the financials for June as follows:

- The total fund balance for the period ending June 30, 2021, was \$6,107,865 about \$779,964 more than the balance as of June 30, 2020, and about \$1,222,017 more than for the same period of 2019.
- Unrestricted revenue for June totaled \$327,819 and unrestricted revenue for the year totaled \$942,867, representing about 71% of the 2021 annual budget and being about \$238,520 more than for the same period in 2020.
- Expenditures for June totaled \$96,751 and expenditures for the year totaled \$417,362, representing about 30% of the 2021 annual budget. Expenditures for the year were about \$3,782 more compared to the same period of 2020.
- Excess of revenues over expenditures was \$231,068 for the month of June and excess of revenues over expenditures for the year was \$525,505 compared to an excess of revenues over expenditures of about \$290,768 as of June 30, 2020, reflecting the significantly greater revenue in the period this year as compared to the same period of 2020.

**4. Citizens/Guests Presentations, Comments:**

- David Irwin, Mauldin & Jenkins: Presentation of FY 2020 Audit Report

Mr. Irwin presented the FY 2020 Audit for Council and the findings and recommendations based on this audit.

- No other comments were submitted prior to the meeting.

**5. Reports of Standing Committees, Commissions, Boards:**

- **Public Relations/Communications**

Councilwoman Fox summarized the communications for the month of July as follows:

- Between July 11<sup>th</sup> and July 27<sup>th</sup> there were successful practices for the emergency radios.
- There were four to five items posted in Tidelines for the Town.

Council also discussed the email distribution list and reminded all to check the spam settings on their email accounts if the notifications go there. They further discussed how to update the list to encompass as many residents as possible.

- **Public Safety & Special Projects**

- Recommendation for on-call debris monitoring services contractor

Councilman Goldstein summarized the Public Safety Committee meeting of July 12<sup>th</sup>, and the Committee recommended Tetra Tech to be awarded the debris monitoring bid. Town Administrator Cronin summarized the contract for Council and when this service would be used by the Town.

Councilwoman Finke moved to authorize the Mayor to enter into a contract with Tetra Tech for debris monitoring services based on the Public Safety Committee recommendation; Councilwoman Fox seconded. All voted in favor.

Tetra Tech will be notified of the award of the contract for debris monitoring services subject to finalization of an “on call” services agreement acceptable to the Town.

- Councilman Goldstein updated Council the ongoing special projects for the new MUSC building and the assisted living facility and suggested to have meetings with all parties involved to consider the impacts these projects will have on the roadway.

- **Beach Administration and Community & Government Relations**

Councilwoman Finke mentioned to Council that the dolphin education program would like additional funding for additional signage about strand feeding on the beach and will update Council during the August meeting.

- **Ways & Means – Mayor John Gregg**

Mayor Gregg summarized the Ways and Means Committee meeting of July 13<sup>th</sup>, 2021, and updated Council on any changes since that meeting.

- **Planning Commission**

None.

- **Board of Zoning Appeals**

None.

**6. Reports of Ad Hoc Committees:**

None.

**7. Reports of Town Officers:**

- **Mayor – John Gregg**

- Consideration of resident concerns regarding fishing from beach and sufficiency of existing applicable regulation(s)

Mayor Gregg reminded Council that prior to the last Council meeting the Town had received a resident comment forwarding a photo purporting to show a shark caught via shore-fishing from North Beach. Since then, the Town has received additional comments from residents expressing concern about fishing from the beach and Council was provided copies of relevant emails concerning unrelated incidents together with a copy of the relevant section of the Town Code.

Council discussed an increased beach patrol presence to notify fisherman of safety hazards and ask them to move if too many swimmers are in the area, potentially creating a no fishing zone, similar to the restrictions regulating the presence of dogs on the beach such as specifying specific times for the year to permit fishing, and giving priority to swimmers rather than those fishing. Council will monitor the effectiveness of enhanced enforcement by beach patrol of the existing ordinance to inform its consideration of further restrictions.

- Inquiry from Dana Beach (Coastal Conservation League) concerning enhanced monitoring of birds at Deveaux Bank (outreach to POA, Club and SI birder group)

Mayor Gregg summarized an inquiry from Dana Beach of the Coastal Conservation League concerning proposed enhanced monitoring of shorebird activity on Deveaux Bank, in particular, to install a camera on Deveaux Bank and place a radio transmitter nearby to facilitate remote monitoring of the activity. Mayor Gregg added Council received a copy of the inquiry and has shared this with representatives of SIPOA, the Club and Seabrook Island Birder Group. Mayor Gregg also added that he informed Mr. Beach the Town is not involved in South Carolina Department of Natural Resources management of Deveaux Bank, and the if installation of a radio transmitter within the Town would require erection or modification of a tower or antenna, the Town's regulations under the Development Standards Ordinance would apply.

- Expected SIPOA commencement of "beta test" of use of location of former NV Realty to expedite issuance of gate passes; test is to determine effectiveness of "remote" location to relieve traffic back-ups on Seabrook Island Road.

Mayor Gregg summarized discussions between the Town, SIPOA and the Club, representatives of SIPOA regarding the "beta test" of use of the location of the former NV Realty business as a site for "remote" issuance of guest passes and acknowledged the Town's cooperation with this test. He further reminded Council the underlying objective for this "test" is to gage effectiveness of the remote site to reduce traffic back-ups on Seabrook Island Road that result from issuance of guest passes at SIPOA's security gate.

- Creation of "special committee" to consider potential designations (expenditures) of the Town's County Greenbelt Program allocation

Mayor Gregg reminded Council of the Town's opportunity to designate "projects" for use of the Town's allocation under the Charleston County Greenbelt Program and discussions with the Lowcountry Land Trust of potential projects on Johns Island for participation by the Town. Mayor Gregg indicated his intention to create a "special committee" of Council to seek to identify suitable projects within the Town was encouraged. It is expected the committee will consist of representatives from SIPOA, the Town, and others within the community. Mayor Gregg appointed Councilwoman Finke to the committee and will search for others to be a part of it.

- **Town Administrator/Zoning Administrator – Joe Cronin**

- Beach Patrol Update

Town Administrator Cronin summarized the beach patrol report for the month of June and compared it to the previous year.

- Short-Term Rental Ordinance Update

Town Administrator Cronin updated Council on the number of Short-Term Rental permits issued in 2021 since the effective date of the ordinance, the number of violations issued, and the tracking for occupancy limits.

- DSO “Open House” Meeting – August 23, 2021, 2:00 PM to 4:00 PM

Town Administrator Cronin summarized the DSO “Open House” Meeting for Council and what the “Open House” will consist of.

- Council discussed with Town Administrator Cronin about a status update for the following: new Zoning Administrator/Chief Code Enforcement Officer, the PGA temporary parking to be removed, and when the signs will be replaced on Seabrook Island Road leading up to the gate.

- **Town Council Members**

None.

- **Utility Commission**

- Chairwoman Smith summarized the Utility Commission meeting of July 21<sup>st</sup>, the June financials, and the water usage and distribution for June. The next Utility Commission Meeting will be on August 18<sup>th</sup>.

- Chairwoman Smith also added the Utility Commission decided to table the holding pond project and will no longer need to obtain a bond for this project. Council discussed why the project was tabled, why the project is needed, and the timeline for the project in the future with regards to the DHEC permitting process.

**8. Petitions Received, Referred or Disposed of:**

None.

**9. Miscellaneous Business**

- Resolution 2021-21: A resolution to appoint and commission Joseph Masneri as a Code Enforcement Officer for the proper security and general welfare for the Town of Seabrook Island

Councilwoman Finke moved to approve Resolution 2021-21; Councilwoman Fox seconded. All voted in favor.

Resolution 2021-21 was approved.

**10. Public Comments**

Annie Smith-Jones, 3340 Seabrook Island Road, commented in favor of Council's comments about fishing with regards to public safety.

**11. Adjourn**

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

The meeting adjourned at 4:42PM.

Date: August 10<sup>th</sup>, 2021

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



# TOWN OF SEABROOK ISLAND

Ways and Means Committee Meeting Agenda

August 10<sup>th</sup>, 2021 1:00PM Virtual



## MINUTES

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

The August 10, 2021 Ways and Means Committee meeting was conducted as a video conference using Zoom and was simultaneously made available to the public via YouTube live stream and by conference call, all in keeping with practices adopted to address the ongoing coronavirus pandemic. Mayor Gregg, Councilmembers Finke, Fox, and Goldstein, Town Clerk Watkins and Town Administrator Cronin participated in the meeting. Mayor Gregg confirmed with the Town Clerk that notice of the meeting was properly posted, and the requirements of the SC Freedom of Information Act were met.

### 2. Mayor John Gregg

- Comment concerning temporary closure of Town Hall

Mayor Gregg informed all Town Hall was closed August 5<sup>th</sup> and 6<sup>th</sup> due to a positive coronavirus test result of a member of Town staff the week of August 2. As a precautionary measure and to allow for cleaning after re-opening Town Hall, it was determined that the August Ways and Means meeting would be conducted virtually. It is expected that Town Council will resume in-person meetings with the August Council meeting.

- Discussion on the pursuit of land lease for additional debris site (parcel across Kiawah Island Parkway from entrance to parcel behind Freshfields Village (so-called Andell Tract))

Mayor Gregg reminded Council that during July Ways and Means meeting he reported preliminary approval by SC DHEC of the Town's debris site (pasture at the Club's Equestrian Center). In response to a recent inquiry concerning the debris site at the Andell Tract (parcel behind Freshfields Village), an alternative site has been offered for the Town's use. The alternative site is a parcel across Kiawah Island Parkway from the entrance to the Andell Tract from Kiawah Island Parkway. He added that he is working with a representative of the owners of the alternative site to arrange a land lease for the Town's use of the site for temporary debris storage and reduction.

- Reminder concerning filing for 2021 election and comment concerning date for local "remote" absentee voting

Mayor Gregg commented that filing is due during August by those wishing to run for election/re-election to Town Council. He encouraged members of Council to seek re-election. Further, as Council currently has an open seat, he encouraged members to reach out to persons they consider to be well suited to serve on Council. He will be pleased to offer his encouragement to any persons that members identify as potential candidates. Mayor Gregg also reminded Council the term of Utility Commissioner Vancini expires this year and was informed by the Chair of the Utility Commission that Mr. Vancini is expecting to run for re-election this year.

- Comment concerning CDC guidance for wearing face coverings indoors in public spaces and for eligible persons to be vaccinated against coronavirus

Mayor Gregg noted that on July 27 the Centers for Disease Control and Prevention (“CDC”) issued revised guidance that includes the recommendation that fully vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission. As of that date, information from the CDC reflected that Charleston County had a “high” or “substantial” transmission rate. In consequence of the CDC guidance, on August 2 a requirement for wearing face coverings while inside Town Hall was implemented for all Town staff and visitors.

- Comment concerning participation with Town of Kiawah Island in potential advocacy for improvements of roads on Johns Island

Mayor Gregg informed Council that the Town of Kiawah Island has invited the Town to participate in cooperative advocacy for improvements for Johns Island roads. Of particular interest is the pending study of alternatives for improvements affecting safety and congestion on Bohicket Road between Maybank Highway and Betsy Kerrison Parkway (that portion of Bohicket Road is referred to as “Segment C” by Charleston County Public Works). Charleston County Public Works identified five alternatives for improvements, including widening of Bohicket, widening of River Road, a new road, widening of Bohicket together with addition of a new road, and widening of Bohicket, River and Plow Ground. The public comment period for the alternatives closed in December 2020 and to date, a final selection has not been announced. The Towns joined in statements previously made on behalf of the Johns Island Task Force concerning improvements to Johns Island roads.

- Follow-up discussion on Beach Fishing

Mayor Gregg reminded Council of the discussion during the July Council meeting of safety concerns expressed by residents regarding fishing from the Town’s beach. In consequence of that discussion, the Town Administrator was asked to inform the Town’s beach patrol provider to affirmatively enforce the Town’s applicable ordinance with the understanding that no preference is to be given to fishers who were in an area in advance of the arrival of swimmers or other users of the beach. On July 31, the Mayor received an email from a resident commented on that discussion and expressing recommendations for Council as it considers changes to the Town’s ordinance. That email has been provided to members of Council and they are encouraged to review the

recommendations in preparation for future consideration of the sufficiency of the Town's current regulation of fishing.

### **3. Town Council Members:**

#### **a. Jeri Finke**

Councilwoman Finke updated Council on the recent meeting with Beach Patrol and Town Administrator Cronin regarding the fishing complaints and clarified the Town's fishing ordinance.

Council discussed the status of the application for a Community Promotions grant by Greenspace and the next steps.

#### **b. Patricia Fox**

Councilwoman Fox updated Council on the communications sent out last month as follows:

- The Seabrooker posted the Planning Commission and Board of Zoning Appeals meeting notices and had an article about welcoming the new Town Clerk/Treasurer.
- Tidelines posted all meeting notices, the updates on Town Hall with regards to masks and closures, and posted the mid-summer Hurricane checklist for residents.

#### **c. Barry Goldstien**

Councilman Goldstein updated Council on the Public Safety Meeting from August 9<sup>th</sup> as follows:

- Followed up with CERT for an island wide survey to see which individuals have skill sets (contractor, plumbing, etc.) and maintain that list if there was a natural disaster but discussed that this would not be feasible to maintain a list like this. They discussed creating a survey for residents who have generators and would allow CERT to use the generator during an emergency event.
- Discussed the pros and cons of the emergency training exercise.
- Discussed the public safety issue of fishing and recommended increased beach patrol enforcement and next year making small handouts for distribution to beach goers with all the beach rules and regulations.

### **4. Town Administrator Joe Cronin**

Town Administrator Cronin summarized the upcoming Planning Commission Meeting on August 11<sup>th</sup> which will discuss the rezoning of 2517 Pelican Perch, which will be up for first reading for Council during the August Town Council Meeting.

Town Administrator Cronin updated Council on the status of the on-call debris monitoring contract which should have a start date of September 1<sup>st</sup>. He also updated Council on the status of the annual renewal for the debris removal contract.

Town Administrator Cronin summarized the results of the previous BZA meeting which denied a variance request.

Town Administrator Cronin reminded Council of the upcoming pre-budget meeting for Fiscal Year 2022 on August 17<sup>th</sup> at 1:00PM, which should be back to being a hybrid meeting, and for the DSO "Open House" on August 23<sup>rd</sup> from 2:00-4:00PM which will be a hybrid meeting. If these meetings change, the Town will notify all of the change. He also added the inbound pathway repairs should start within the next 7 to 10 days.

Council clarified the time of the DSO "Open House", the status of the signs being replaced on Seabrook Island Road, and the timeline for the PGA cut to be removed.

**5. Adjourn**

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

The meeting adjourned at 1:32PM.

Date August 11<sup>th</sup>, 2021

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

# TOWN OF SEABROOK ISLAND

Town Council Budget Workshop

August 17, 2021 – 1:00 PM

Virtual



## MINUTES

### CALL TO ORDER

The August 17, 2021, Town Council Budget Workshop was conducted via Zoom, and was simultaneously made available to the public via YouTube live stream and by conference call, all in keeping with practices adopted to address the ongoing coronavirus pandemic. Mayor Gregg, Councilwomen Finke and Fox, Councilman Goldstein, Town Administrator Cronin, and Town Clerk Watkins participated in the meeting. Mayor Gregg called the meeting to order.

### ITEMS FOR INFORMATION / DISCUSSION

#### 1. FY 2022 Budget Calendar

Town Administrator Cronin summarized the upcoming FY 2022 Budget Calendar for Council.

#### 2. Initial Revenue Projections for FY 2022

Town Administrator Cronin summarized the general, restricted, and designated fund revenue projections to Council by line item comparing the projection to the current Fiscal year and 2019-2020. The breakdown for the discussion on each fund can be found below:

- General Fund
  - Town Administrator Cronin recommended Council continue to increase the Emergency Reserve Fund and the vehicle maintenance fund, and to designate funding for the upcoming road and drainage improvement project.
  - Council discussed the timeline for the road and drainage project, the timing for the use of funds, and how the improvements are impacted by the MUSC building and the assisted living facility.
- Restricted Fund
  - Council discussed the potential use of State Accommodations Tax funds for the road and drainage improvement project as there is an increase in ATAX funds collected this year, and to start communications with Charleston County to send County ATAX funds as they have been suspended for the past two years.
- Designated Fund
  - Council clarified the use of the emergency fund, and the use of vehicles for the part time and full time Code Enforcement Officers.
  - Council further discussed the transfer of funds for the road and drainage project and the status of the site for the potential garage to be placed outside Town Hall.

### **3. Review and Discussion of Priorities for FY 2022 Budget**

Each Council Member listed their priorities as follows:

- Councilwoman Finke
  - Continue beach patrols current level of enforcement and potentially increasing funding to enhance enforcement.
  - Continue the dolphin education program that is funded through grant to the Lowcountry Marine Mammal Network.
  - Maintain the 4<sup>th</sup> of July Celebrations for the Town of Seabrook
  - Continue the Christmas Lights drive thru at Town Hall and potentially enhancing them to be more extravagant
  - Continue the Community Promotions Grant program through the Town and keep at least at the same level of funding.
  - Ensure Town Hall staff have the resources they need to do their jobs including resources for effective enforcement responsibilities.
    - Potentially hire part time staff during the busy season when business licenses and rental permits are coming due.
  - Move forward on the exterior improvements to Town Hall
  - Move forward with the road and drainage improvements to Seabrook Island Road.
- Councilwoman Fox
  - Continue beach patrols current level of enforcement
  - Maintain the 4<sup>th</sup> of July Celebrations for the Town of Seabrook
  - Continue the Christmas Lights drive thru at Town Hall and potentially enhancing them to be more extravagant
  - Increase enforcement on short term rentals
  - Move forward with the road and drainage improvements to Seabrook Island Road.
  - Continue the Community Promotions Grant program through the Town and potentially increase the level of funding based on the community's needs
  - Move forward on the Town Hall renovations (interior and exterior)
  - Look into using state ATAX funding to help fund the road and drainage improvement project.
- Councilman Goldstein
  - Continue the improvements to the inbound and outbound lanes
    - Add a line item to improve the fence as well
  - Move forward with the garage design for Town Hall as the needs of the Town continue to increase and there is more of a need.
- Mayor Gregg
  - Make a commitment to the road and drainage project with the designation of funds recommended by Town Administrator Cronin
  - Maintain the current level of beach patrol enforcement
    - Clarified for Council the contract amount for this level of enforcement will be higher than the amount budgeted in 2021
  - Continue the Community Promotions grant program through the Town at the

same level of funding.

- Would like to budget a Seabrook Island performance Charleston Symphony Orchestra
- Supports repeating the Christmas lights display as done in 2020 and supports resuming the Town Christmas open house.

Town Administrator Cronin clarified for Council that Town Hall projects from the 2021 budget (town hall renovations and additional upgrades to Council Chambers) should be complete this year, and if these projects are not completed, they would be rolled over into FY 2022. He added that some capital projects will be complete this year which will free up some funding of other projects.

Town Administrator Cronin mentioned to Council the Municipal Association of South Carolina (MASC) has a hometown economic development grant the Town could seek to pay for increased signage and wayfinding signs along Seabrook Island Road. Members of Council expressed their support for pursuing the grant.

Town Administrator Cronin commented that under American Rescue Plan Act (ARP) and the Town will receive approximately \$928,500 to be spent on specific projects and recommended an Ad Hoc Committee be created to see how the funds would be spent within the community.

Council clarified that the projected start for the MUSC facility construction is August 2022 and the projected completion Fall 2023.

Council discussed the current beach patrol budget contract, potentially imposing a Local Hospitality Tax for Seabrook Island, and the addition of a sign or other signage for the turn lane at the traffic circle going to Seabrook Island. Town Administrator Cronin noted that the turn lane is a State road and the process for erecting a “way-finding” sign at the turn lane would require approval/permission from the State.

## **ADJOURN**

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

The meeting adjourned at 2:31PM.

Date: August 17<sup>th</sup>, 2021

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

LAND LEASE AGREEMENT

This Lease Agreement (this "Agreement") is entered into on the \_\_\_<sup>th</sup> day of August, 2021

("Agreement Date" ) by and between:

Commonwealth Foundation for Cancer Research, a Virginia non-stock corporation, having its office located at 800 East Canal Street, Suite 1900, Richmond, Virginia 23219

Hereinafter referred to as "Lessor", and

TOWN OF SEABROOK ISLAND, whose physical address is : 2001 Seabrook Island Road, Johns Island, SC 29455

Hereinafter referred to as " Lessee."

WITNESSETH:

WHEREAS, in order to provide adequate disposal of trees, limbs and other vegetative debris ("Permitted Debris") within Lessee's jurisdiction associated with Lessee's potential disaster Recovery efforts following a natural or manmade disaster ("Disaster Recovery Efforts"), Lessee Is in need of an identified parcel for Lessee to use to collect, temporarily store and dispose of the Permitted Debris: and

WHEREAS, Lessor is the owner of the real property identified as Parcel ID: 204-00-00-111, County of Charleston, South Carolina ("Lessor's Property"); and

WHEREAS, in support of Lessee's Disaster Recovery Efforts, Lessor agrees to lease to Lessee a portion of Lessor's Property to be located within the area depicted on EXHIBIT A ( hereinafter, the " Premises") for the collection, temporary storage and disposal of the Permitted Debris under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sums to be paid by Lessee to Lessor, the further terms, covenants, and conditions set forth in this Agreement, and other good and valuable consideration, Lessor and Lessee agree as follows:



## LEASE OF THE PREMISES; DESCRIPTION

Upon the occurrence of a natural or manmade disaster, Lessor hereby agrees to lease and demise unto Lessee a portion of the Premises ("Debris Site"), the final location and configuration of the Debris Site will be determined by Lessor pursuant to this Agreement, and if possible at the needed time, the Debris Site will be at least ten (10) acres.

## TERM

The Lease Term shall be month to month from the Agreement date, subject to extensions, and/or modifications as may be subsequently negotiated between Lessor and Lessee. Lessee leases the Premises in its existing "as is" condition, and Lessee acknowledges that Lessor is not obligated to make any improvements or other alterations to the Premises. This Agreement may be terminated by either party at any time upon 90 days advance written notice. If terminated after commencement of Lessee's Disaster Recovery Efforts, Lessee shall complete the removal or disposal of the Permitted Debris as required by law and by the terms of the Agreement as soon as commercially reasonable. Lessee agrees that the Debris Site will be restored to its condition existing when Lessee's use commenced hereunder within sixty (60) days from the date the Disaster Debris has been destroyed or removed from the Debris Site.

## PURPOSE: USE OF DEBRIS SITE

During the Lease Term, Lessee shall use the Debris Site as may be designated by Lessor only as a temporary site for storage and disposal of Permitted Debris. Notwithstanding the foregoing, it is understood that in the process of collecting Permitted Debris, such debris may be mixed with other materials not practically separable in the course of debris removal. Lessee will use reasonable commercial efforts to segregate such extraneous materials for removal from the Debris site but cannot ensure that some extraneous materials will not be included with the Permitted Debris. Disposal of the Permitted Debris will be by chipping and/or burning of vegetative debris for later removal to an alternative off-Premise site, all in accordance with applicable local, State, and Federal laws, rules, regulations, and ordinances, including those that may require permits to be secured by Lessee and prescribe methods for burning. Incidental to the chipping and/or burning of materials on the site, Lessee may perform grading and excavation work on the site as Lessor approves in writing, subject to repair and restoration by Lessee as provided in this Agreement. All chipping, burning and temporary placement of Permitted Debris and disposal activities will be permitted, conducted, and monitored by Lessee as required by law. As between Lessor and Lessee, Lessee shall have the overall responsibility for the lawful, safe and careful management of Permitted Debris collection, storage and disposal activities on the Debris Site. Lessee shall not allow any uses of the Debris Site or the Premises in violation of this Agreement, local, state or federal law, ordinances, or which constitute a nuisance or fire hazard to the use and enjoyment of adjacent property or properties. Lessee agrees to conduct activities

permitted under this Agreement in accordance with all applicable laws, ordinances, and regulations. Lessee warrants and covenants that neither Lessee nor anyone else involved in the activities permissible under this Agreement shall bring on or to the Debris Site, or create on the Debris Site, or dispose on the Debris Site, any materials or substances that are considered a hazardous or polluting substance under local, state or federal law. Lessee agrees that following the termination or expiration of this Agreement and cessation of permitted debris storage and disposal, Lessee shall cooperate with all other permitted users of the Premises to restore the Debris Site, and if applicable, the Premises, to the same or better condition than before the use by Lessee.

Lessee shall not have the right to clear or remove trees or substantial vegetation on the Debris Site without obtaining the advance written permission of Lessor. No standing timber on the Debris Site shall be cut by Lessee or any agents of Lessee without prior written consent of Lessor.

#### DESIGNATION OF LOCATION

Within seven (7) days from written notice from Lessee of its intention to commence Disaster Recovery Efforts on the Premises, Lessor shall designate in writing the location(s) on the Premises for the Debris Site.

#### PERMITS AND CONSENTS

Lessee is responsible for obtaining all permits and approvals necessary to conduct temporary debris storage, chipping, burning and other activities as described in the Agreement. These may include, but not limited to, zoning approvals, solid waste and disposal permits from SC DHEC, and any other required permits or government approvals. Lessee agrees that no disposal activities will be commenced on the Debris Site until all necessary permits and approvals have been obtained.

#### COMPENSATION

Lessor's sole and exclusive compensation for the lease of the Debris Site to Lessee shall be Five Thousand and 00/100 Dollars (\$5,000.00) for the term of this Agreement. Payment shall be made by Lessee to Lessor within thirty (30) days of billing. Lessee is responsible for any and all costs of restoring the Premises or other lands of Lessor damaged by persons involved in Lessee's Disaster Recovery Efforts debris disposal activities permitted hereunder, including but not limited to repairing roads on the Premises or Lessor's other lands that are so damaged. Notwithstanding the foregoing, if Lessee fails to restore the Debris Site and, if applicable, the Premises, as contemplated in this Agreement within sixty (60) days from the termination date of this Agreement, then Lessor reserves the right to restore the Debris Site and, if applicable, the Premise at Lessee's sole cost and expense.

#### LESSEE COVENANTS – INDEMNIFICATION – INSURANCE

Lessee agrees to release, discharge, indemnify and hold harmless Lessor, and all Lessor's owners, directors, officers, employees and agents, from all liability, claims, actions, and attorney fees arising out of use of the Debris Site by Lessee and its contractors, representatives, employees, agents, or invitees,

provided, Lessee shall not be responsible for claims and liabilities arising from active fault or negligence or Lessor. Lessee agrees to maintain and keep in full force and effect comprehensive general liability insurance with a combined limit of no less than \$1,000,000 for bodily injury and property damages, on an occurrence basis, for the duration of this Agreement and after the termination or expiration of this Agreement until cessation of all activity by Lessee at the Debris Site. This comprehensive liability policy shall not contain any exclusions for operations that Lessee conducts on the Debris Site.

#### OTHER AGREEMENTS

Lessee shall be authorized to use the Debris Site on a 24-hour basis for collection and temporary disposal, chipping or burning of Permitted Debris and related activities. Lessee shall notify Lessor seven (7) days in advance in writing of the date when Lessee intends to commence its debris disposal activities on the Debris Site.

Lessee is responsible for maintaining adequate security to the Debris Site while conducting any of its authorized activities during the Lease Term and ensuring that unauthorized use of the Debris Site is prohibited.

On a timely basis and no later than the expiration or termination of this Agreement, Lessee will regrade and restore the altered portion of the Debris Site to a condition at least equivalent to the condition of the Debris Site at the commencement of the Lease Term. Upon the expiration or other termination of this Agreement, Lessee shall surrender the Debris Site to Lessor.

During the Lease Term, notices and communications between Lessor and Lessee shall be directed as follows:

Lessor: Commonwealth Foundation for Cancer Research  
c/o Kiawah Island Golf Resort

Signature

Roger M. Warren

One Sanctuary Beach Drive

Kiawah Island, SC 29455

Phone (843)-768-5826

Fax (843)-768-5815

Lessee:

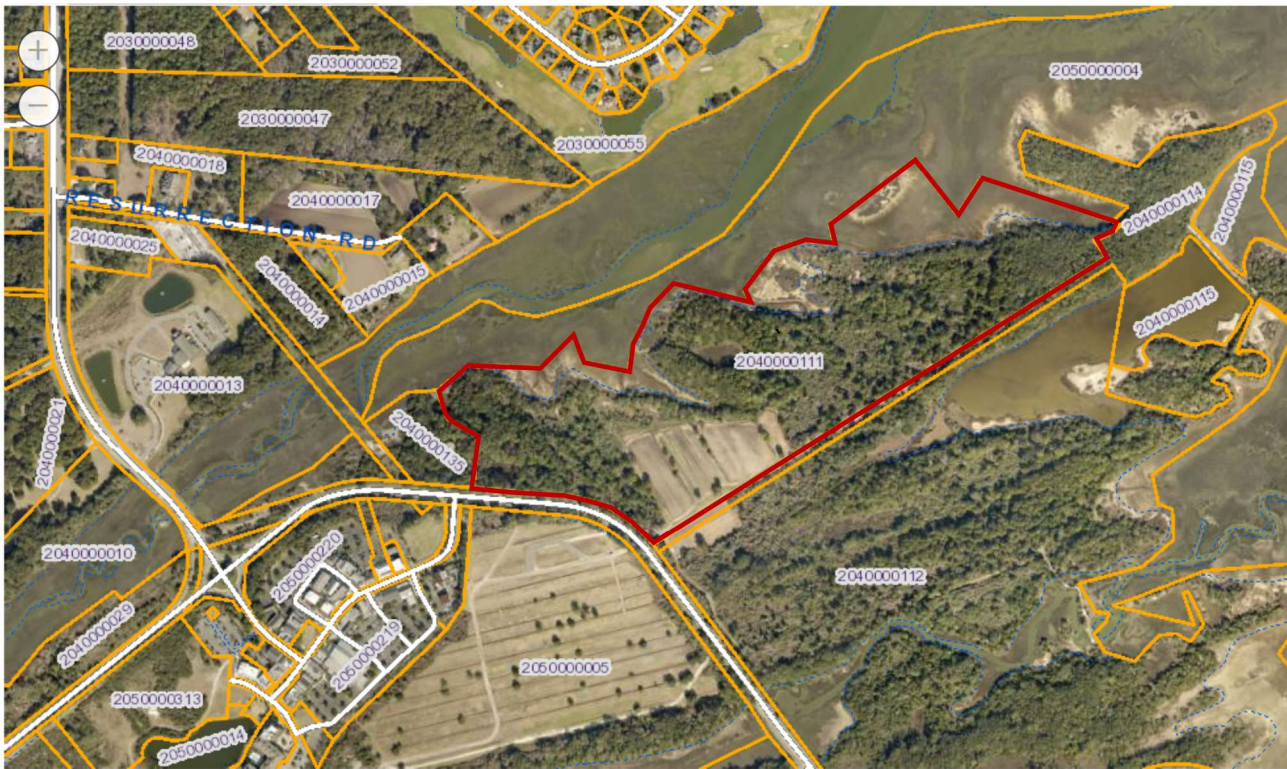
Town of Seabrook Island

Attention: Town Administrator

2001 Seabrook Island Road

John Island, SC 29455

## EXHIBIT A THE PREMISES



**PID:** 2040000111  
**OBJECTID:** 89321  
**PARCEL\_ID:** 2040000111  
**CLASS CODE:** 800 - AGRICULTURAL  
**OWNER1:** COMMONWEALTH FOUNDATION FOR CANCER RESEARCH  
**MAIL\_ST\_NO:** 800  
**MAIL\_ST\_NAME:** E CANAL  
**MAIL\_ST\_TYPE:** ST  
**MAIL\_2ND\_ADDR:** STE  
**MAIL\_2ND\_ADDT:** 1900  
**MAIL\_CITY:** RICHMOND  
**MAIL\_STATE:** VA  
**MAIL\_ZIP:** 23219  
**MAIL\_COUNTRY:**  
**LEGAL DESCRIPTION:** TRACT  
**SUBDIVISION:**  
**DEEDED ACREAGE:** 63.8  
**LEGAL RESIDENCE:** N  
**OTHER:** N  
**AGR:** Y  
**DEED BOOK PAGE:** 0943-467  
**PLAT BOOK PAGE:** BU-94

## **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Town of Seabrook Island (“Town”) and the Seabrook Island Property Owners Association (“SIPOA”) each a Party and both collectively referred to herein as the “Parties.”

WHEREAS, the Parties acknowledge a mutual and shared goal of exploring undertakings directed to reducing or eliminating recurrent traffic back-ups on Seabrook Island Road in consequence of vehicular delays at the SIPOA security gate and limited stacking space for vehicles approaching the gate (said reduction or elimination of traffic back-ups hereinafter the “Objective”);

WHEREAS, the Parties contemplate consultation of service provider(s) experienced in engineering disciplines including traffic and civil engineering (such providers hereinafter “Consultants”) to assess conditions and suggest approaches to achieve the Objective;

WHEREAS, it is the intention of the Parties to share information each consider relevant to the Objective to facilitate disclosures to Consultants as appropriate to their work;

WHEREAS, it is the intention of the Parties that this MOU set forth the understandings of the Parties as to their authorities and responsibilities in respect of the Objective.

NOW THEREFORE, based on the premises set forth above, the following is a statement of the Parties’ understandings:

### **I. UNDERSTANDING**

The Parties understandings are as follows:

#### **1. REPRESENTATIVES & MEETINGS**

- a. Each Party shall designate at least one person to serve as its representative to attend meetings with the other Party and the Consultants in pursuit of the Objective;
- b. Each Party shall designate at least one alternate to serve in place of its designated representative when necessitated by unavailability of the designated representative;
- c. An organizational meeting shall be arranged promptly following execution of this MOU by the Parties, the organizational meeting agenda will include the following items:
  - i. Introduction of Representatives;
  - ii. Summarization of particular concerns by each Party;
  - iii. Establishment of responsibilities for collection of information considered relevant to the Objective;

- iv. Initial identification of candidates recommended for consultation by each Party and disclosure of information concerning each candidate's experience and expertise considered relevant to the Objective; and
- v. Establishment of date for next meeting and confirmation of identification of tasks to be undertaken by each Party in preparation for that meeting.

## 2. DEALINGS WITH CONSULTANTS

- a. The Parties contemplate preparation of a statement of the Objective for disclosure to the Consultants that addresses factors considered by the Parties as potentially impacting achievement of the Objective including, without limitation: boundaries and ownership of Seabrook Island Road right-of-way; traffic volume on Seabrook Island Road including weekday, weekend, holiday and seasonal traffic counts (subject to availability of relatively current traffic counts); currently planned developments along Seabrook Island Road; general (approximate) location of utilities along Seabrook Island Road and Landfall Way; ownership of properties adjacent to Seabrook Island Road from traffic circle at entrance to Freshfields Village through SIPOA security gate to intersection with Seabrook Island Road; ownership of properties adjacent to Landfall Way from Seabrook Island Road to end near entry gate to Bay Point Villas; procedures used to allow passage through SIPOA's security gate; volumes of gate passes including weekday, weekend and holiday counts for both "off season" and "in season" periods; deed restrictions limiting uses of properties of the Parties that are included in properties adjacent to Seabrook Island Road and Landfall Way; existing boundary and tree surveys, if any, for property along Seabrook Island Road from Town Hall to the Access Gate; long term projections and strategic plans which could impact the volume of traffic at the Access Gate (the contemplated statement hereinafter the "Statement"). Said Statement shall not be disclosed to any Consultant prior to approval by the Parties.
- b. Upon approval of the Statement, the Parties shall confirm their intention to proceed with disclosure to Consultants. An initial interview shall be scheduled for each Consultant for presentation of the Statement by the Parties, the presentation is intended to allow the Parties to receive inquiries from each Consultant and, to the extent necessary, record inquiries for which additional consideration will be required for response.
- c. The Parties shall determine the Party responsible for collecting information required to respond to any inquiries by Consultants left open following each presentation interview. Each responsible Party shall prepare a draft response to each inquiry for which that Party has responsibility and shall distribute the draft response to the other Party for review and comment. Promptly following review and comment of each draft response, a final version of the response shall be prepared by the responsible Party and that final version shall be distributed to the other Party for approval. If necessary, the responsible Party shall revise the final version of the response and redistribute the revised final version to the other Party for approval. Upon approval of a final version

of each response by the Parties, the responsible party shall provide the appropriate approved response to the Consultant whose inquiry necessitated the response.

- d. The Parties contemplate that each Consultant will provide suggestions for services to be proposed to the Parties or any one of them to address the Objective. All such suggestions for services shall be distributed to the Parties for consideration. Each Party shall be free to disclose the Statement and Consultant suggestions within its own organization as the Party deems appropriate.
- e. The Parties contemplate that following consideration of Consultant suggestions, the Parties may determine to solicit proposals for services of one or more Consultants. Each Party shall be free to solicit Consultant proposals and to engage Consultant services on a Party's own behalf. Nothing in this MOU shall be construed as authorizing any Party to authorize any Consultant to propose services to or to undertake any proposed services on behalf of any other Party. Any engagement of a Consultant to render services that the Parties determine shall be undertaken by mutual agreement of the Parties shall be reflected in such written agreements as the Parties and the Consultant may from time-to-time determine. It is contemplated that in any agreement entered mutually by the Parties and any Consultant, that one of the Parties shall be designated to serve as the point of contact for communication with the Consultant. Nothing in this MOU shall be construed to require any Party to participate in any solicitation of proposals for services by any Consultant or in any engagement of proposed Consultant services.

## **II. MOU PERIOD**

The Parties intend this MOU to be in effect for ten (10) years from the date this MOU is executed by all Parties subject to earlier termination by a Party without cause and upon thirty (30) days written notice.

## **III. ENTIRE UNDERSTANDING**

This MOU constitutes the entire understanding of the Parties with regard to its contents. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between the Parties relating to the subject matter, which are not included in this MOU.

## **IV. SIGNATORIES**

The Parties represent and warrant that their signatories have the authority to represent them, their governing body, members, and entities.



**V. NOTICES**

All notices, documents, and writings required under the Agreement shall be transmitted to the other Party by regular mail to the persons and addresses listed below. Each Party may change its representative by providing notice to the other Party.

TO TOWN OF SEABROOK ISLAND:

TO SEABROOK ISLAND PROPERTY OWNERS ASSOCIATION:

Town Administrator  
2001 Seabrook Island Road  
Seabrook Island, SC 29455  
Telephone: (843) 768-9121

Executive Director  
1202 Landfall Way  
Seabrook Island, SC 29455  
Telephone: (843) 768-0061

**VI. TORT IMMUNITY ACT**

The parties acknowledge that the Town is a political subdivision and governmental entity, as defined by the South Carolina Tort Claims Act (“SCTCA”), S.C. Code Ann. §§ 15-78-10 *et seq.* This MOU, or any act taken or not taken hereunder, shall not waive any protections, immunities, limits of liability and damages, or exemptions from liability and damages provided under the SCTCA or any other defenses or limitations available to the Town by statute, regulations or common law.

**VII. MISCELLANEOUS**

By this MOU, the Parties acknowledge that due to personnel, funding, and other constraints on each Party’s resources, full compliance with each and every provision detailed herein may be impracticable or impossible. It is recognized that the implementation and application of this MOU can only be performed through the exercise of discretion or judgment of the Parties and their respective employees and agents, and that this MOU shall in no way alter any Party’s freedom to exercise its discretion or judgment in any matters.

This MOU is not intended to be binding or legally enforceable, imposes no enforceable obligations upon the Parties and does not grant any rights or create any obligations to either Party or to any third party. It is intended to be a statement of principle as to how the Parties intend to pursue the aforesaid Objective. This MOU is intended to inure to the benefit of the Parties hereto and is not intended to create a right for any third party nor support any private cause of action against the any Party hereto.

**IX. EFFECTIVE DATE**

This MOU shall become effective upon the approval of, respectively the SIPOA Board of Directors and Town Council and is thereafter executed by each of the Parties hereto.



**X. SIGNATURES**

FOR TOWN OF SEABROOK ISLAND:

FOR SEABROOK ISLAND PROPERTY OWNERS ASSOCIATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

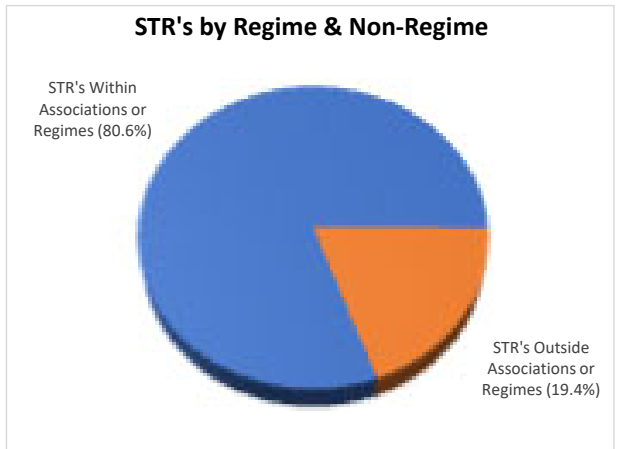
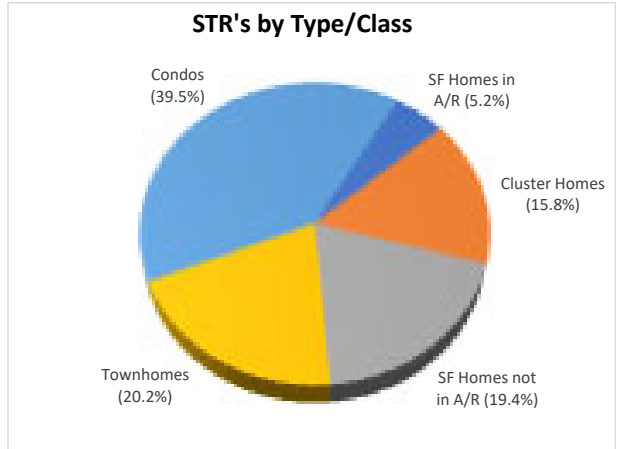
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Association or Regime Name	Type/Class	STR Units
Atrium Villas	Condo	34
Bay Pointe Villas	Condo	13
Beach Club Villas	Townhome	8
Bohicket Marina Villas	Condo	8
Charlestowne Place	Townhome	0
Chateau by the Green	Condo	3
Courtside Villas (I & II)	Condo	12
Creek Watch Villas	Townhome	15
Deer Point Villas	Townhome	2
Dolphin Point Townhomes	Townhome	4
Dune Crest Villas	Cluster Home	6
Duneloft Villas	Cluster Home	2
Fairway One Villas	Townhome	2
Fiddlers Cove Villas	Townhome	3
Golf Shore Villas	Townhome	8
Haulover Point Circle	SF Home	1
Heron Point Villas	Condo	2
Hidden Oaks	SF Home	4
High Hammock Villas	Condo	25
Horseshoe Cove Villas	Townhome	0
Live Oak Villas	Condo	7
Marsh Creek Homes	SF Home	0
Marsh Pointe Homes	SF Home	0
Marsh Walk Villas	Condo	17
North Beach Village	SF Home	10
Ocean Wind Villas	Condo	3
Pelican Watch Villas	Condo	65
Racquet Club Villas	Condo	9
Salt Marsh Townhomes	Townhome	1
Sealoft Villas	Cluster Home	25
Shadowwood Villas	Townhome	9
Shelter Cove Villas	Townhome	7
Spinnaker Beach Houses	Townhome	40
St. Christopher Oaks	SF Home	4
Summerwind Cottages	Cluster Home	21
Tarpon Pond Cottages	Cluster Home	20
Treeloft Villas	Cluster Home	5
Village at Seabrook	SF Home	7
Wedgewood Villas	Townhome	2
Single-Family Homes (Non-Regime)	SF Home	97
<b>TOTAL</b>		<b>501</b>

STR's Within Associations or Regimes		
Cluster Homes	79	15.8%
Condos	198	39.5%
Single-Family Homes	26	5.2%
Townhomes	101	20.2%
<b>Subtotal</b>	<b>404</b>	<b>80.6%</b>
STR's Outside Associations or Regimes		
Single-Family Homes	97	19.4%
<b>Subtotal</b>	<b>97</b>	<b>19.4%</b>
<b>Total STR Units</b>	<b>501</b>	<b>100.0%</b>





## MEMORANDUM

**TO:** Mayor Gregg & Members of Town Council  
**FROM:** Joseph M. Cronin, Town Administrator  
**SUBJECT:** Rezoning Request for 2517 Pelican Perch  
**MEETING DATE:** August 24, 2021

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Council is asked to review and approve a rezoning request from the Seabrook Island Property Owners Association for Charleston County Tax Map Number 147-01-00-062, containing approximately 0.37 +/- acres located at 2517 Pelican Perch. The applicant is seeking to rezone the property from the SR Single-Family Residential District to the AGC Agricultural-Conservation District.

The property, which is currently vacant, is surrounded on three sides by parcels zoned SR Single-Family Residential. A portion of the property backs up to a marsh critical area, 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 AGC district are limited to the following:

- (a) Open air recreation uses including swimming areas, fishing, beaches, boat ramp, dock, pier, lifeguard station, restrooms, boardwalks and natural preserve.
- (b) Bulkhead and erosion control devices.

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


### **Staff Recommendation**

Staff recommends in favor of **APPROVAL** of the rezoning request.

### **Planning Commission Recommendation**

During its meeting on August 11, 2021, the Planning Commission unanimously recommended in favor of **APPROVAL** of the rezoning request.

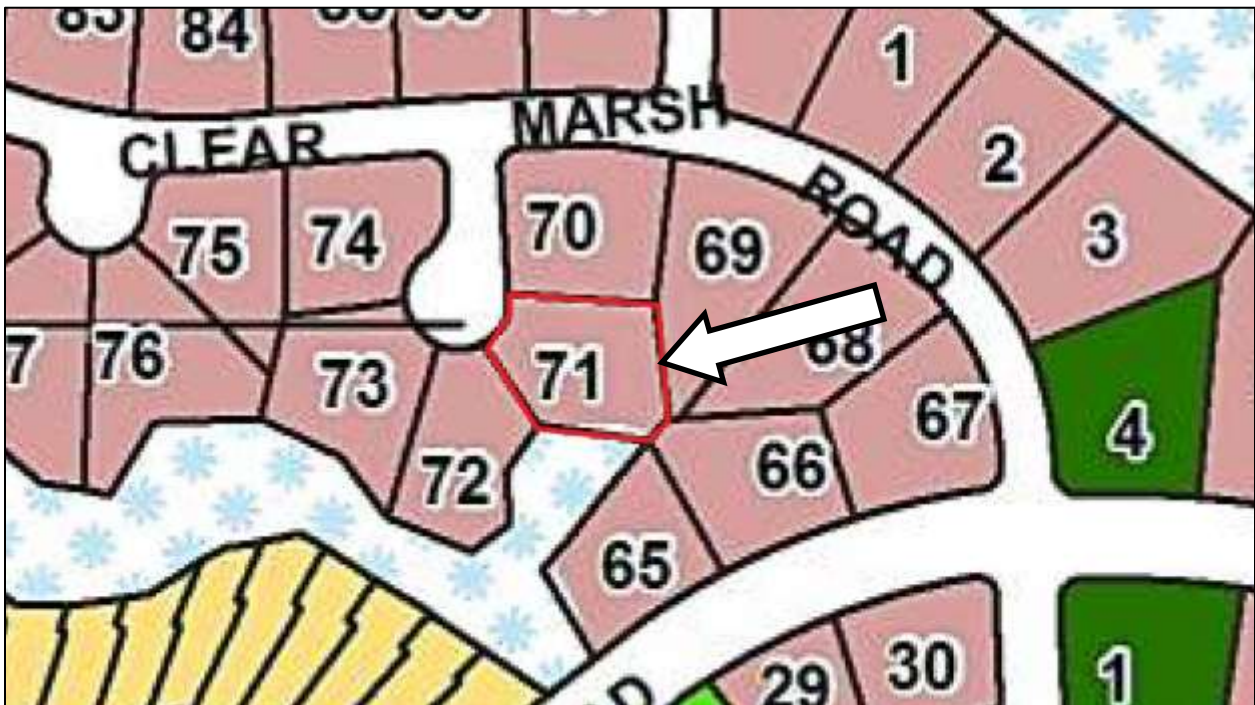
Respectfully submitted,

  
Joseph M. Cronin  
Town Administrator

Aerial Image



Zoning Map



**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2021-07**

**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 147-01-00-062, CONTAINING APPROXIMATELY 0.37 +/- ACRES LOCATED AT 2517 PELICAN PERCH, FROM THE SR SINGLE-FAMILY RESIDENTIAL DISTRICT TO THE AGC AGRICULTURAL-CONSERVATION DISTRICT**

**WHEREAS**, on or about July 26, 2021, the Seabrook Island Property Owners Association filed Rezoning Application #87 with the Town of Seabrook Island seeking to change the zoning designation of Charleston County Tax Map Number 147-01-00-062, containing approximately 0.37 +/- acres located at 2517 Pelican Perch, from the SR Single-Family Residential District to the AGC Agricultural-Conservation District; and

**WHEREAS**, the Seabrook Island Planning Commission reviewed the above referenced rezoning application during its regularly scheduled meeting on August 11, 2021, 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 September 24, 2021, 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 147-01-00-062, containing approximately 0.37 +/- acres located at 2517 Pelican Perch, from the SR Single-Family Residential District to the AGC Agricultural-Conservation 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 \_\_\_\_\_, 2021, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2021.

First Reading: August 24, 2021  
Public Hearing: September 28, 2021  
Second Reading: September 28, 2021

TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk



**EXHIBIT A**

Property Map  
Charleston County Tax Map Number 147-01-00-062

