

# TOWN OF SEABROOK ISLAND

Town Council Meeting  
September 27, 2022 – 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](mailto: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 – August 23, 2022
  - Town Council Work Session Meeting Minutes – September 13, 2022
3. **Presentations:** *There are no Presentations*
4. **Public Hearing Items:** *There are no Public Hearing Items*
5. **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.*
6. **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**
7. **Reports Town Officers:**
  - **Mayor**

- Appoint Laurence Buchman to the Utility Commission to fulfill Lee Vancini’s unexpired term (ending 2027)
- Update Concerning Town Debris Sites
- Update from Informal Discussions with the Seabrook Island Property Owners Association (SIPOA) and Club
- **Town Administrator**
  - Upcoming Budget Workshops:
    - October 6, 2022 (1:00 PM)
    - October 13, 2022 (1:00 PM)
    - October 19, 2022 (1:00 PM)
- **Town Clerk/Treasurer**
  - Report of Financials for the Month of August 2022
- **Town Attorney**
- **Zoning Administrator**
  - September Code Enforcement Summary

**8. Ordinances for Second Reading: *There are no Ordinances for Second Reading***

**9. Ordinances for First Reading:**

- Ordinance 2022-05: An ordinance amending the Town Code for the Town of Seabrook Island, South Carolina; Chapter 26, Taxation; to amend provisions related to the administration of revenues from the State Accommodations Tax; to amend provisions related to the State Accommodations Tax Advisory Committee; to impose a Local Accommodations Tax of one percent (1%); and to implement the provisions of the S.C. “Fairness in Lodging Act”
- Ordinance 2022-06: An ordinance amending the Development Standards Ordinance for the Town of Seabrook Island, South Carolina; Appendix E, Fee Schedule; so as to amend the fee schedule for various application and service fees

**10. Other Action Items:**

- Request to approve a Subscription Services Agreement with MyGov, LLC, for licensing, permitting and code enforcement software services

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

**12. 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.***

**13. Council Comments**

**14. Adjournment**

# TOWN OF SEABROOK ISLAND

Town Council Meeting

August 23, 2022

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



## MINUTES

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

Mayor Gregg called the August 23, 2022, Town Council Regular Meeting to order at 2:00PM. Councilwomen Finke and Fox, Councilmen Goldstein (arrived at 2:11 PM), Town Administrator Cronin, Zoning Administrator Newman, and Town Clerk Watkins participated in the meeting. Councilman Kortvelesy was absent. 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 Gregg amended the agenda to move Resolution 2022-37 and Resolution 2022-38 forward on the agenda prior to the first citizen’s comment period to accommodate the applicants.

### 2. Executive Session (2:00–2:30 pm)

- Discussion of Personnel Matters (S.C. Code Sec. 30-4-70(a)(1))

Councilwoman Finke moved to go into Executive Session; Councilwoman Fox seconded. All voted in favor.

Council moved into Executive Session at 2:02PM.

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

Council adjourned Executive Session at 2:30PM.

Councilwoman Finke moved establishment of the Short-Term Rental Compliance Manager effective October 1<sup>st</sup>, 2022; Councilwoman Fox seconded. All voted in favor.

The establishment of the Short-Term Rental Compliance Manager effective October 1<sup>st</sup>, 2022 was approved.

Councilwoman Finke moved to approve the addition of one full-time code enforcement officer effective October 1<sup>st</sup>; Councilwoman Fox seconded. All voted in favor.

The addition of one full-time code enforcement officer effective October 1<sup>st</sup> was approved.

Councilwoman Finke moved to establish the position of Communications and Events Manager effective January 1, 2023 and advertise on or before November 1, 2022; Councilwoman Fox seconded. All voted in favor.

The establishment of the Communications and Events Manager position effective January 1, 2023 was approved.

**3. Approval of Minutes:**

- Town Council Regular Meeting Minutes – July 26, 2022
- Town Council Budget Workshop Minutes – August 4, 2022
- Town Council Work Session Meeting Minutes – August 9, 2022
- Town Council Special Called Meeting Minutes – August 16, 2022

Councilwoman Finke moved to approve the previous meeting minutes of July 26<sup>th</sup>; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes of July 26<sup>th</sup> were approved.

Councilwoman Finke moved to approve the previous meeting minutes of August 4<sup>th</sup>; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes of August 4<sup>th</sup> were approved.

Councilwoman Finke moved to approve the previous meeting minutes of August 9<sup>th</sup>; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes of August 9<sup>th</sup> were approved.

Councilwoman Finke moved to approve the previous meeting minutes of August 16<sup>th</sup>; Councilwoman Fox seconded. All voted in favor.

The previous meeting minutes of August 16<sup>th</sup> were approved.

**4. Presentations:**

None.

**5. Public Hearing Items:**

None.

**6. Citizens Comments:**

None.

**7. Reports of Town Boards, Commissions, and Committees:**

- **Advisory Committees**
  - Community Promotions and Engagement Committee

Councilwoman Fox thanked staff, specifically Town Administrator Cronin, Town Clerk Watkins, Building Grounds Manager Meyer, and Code Enforcement Officer Williams for their assistance with the Chow Town Food Truck Rodeos.

Councilwoman Fox noted the next meeting on September 15<sup>th</sup> and reminded all of the Charleston Symphony Orchestra performance scheduled for October 16<sup>th</sup>.

- Environment and Wildlife Committee

Councilwoman Finke summarized the Environment and Wildlife Committee meeting on August 11<sup>th</sup> with regards to changes to the beach ordinance and a meeting with Town Administrator Cronin, Councilman Kortvelesy, and the beach patrol contractor on August 15<sup>th</sup>.

- Public Safety Committee

None.

- Public Works Committee

None.

- **Special Committees**

None.

- **Ad Hoc Committees**

None.

- **Board of Zoning Appeals**

None.

- **Planning Commission**

None.

- **State Accommodations Tax Advisory Committee**

Mayor Gregg noted Ann O'Rourke was appointed to the ATAX Advisory Committee to fill the vacancy.

- **Utility Commission**

Commissioner Smith-Jones summarized the Utility Commission meeting of August 17<sup>th</sup>, July and Year to Date financials, water usage, sewer effluent, water distribution, new meter installs due to development, meter locates, and update on two grant requests being submitted to SCIP.

Commissioner Smith-Jones noted AT&T will be doing improvements on the top of the water tower, and the report of the amount of copper in the water supply.

**8. Reports Town Officers:**

• **Mayor**

- Update Concerning Town Debris Sites

Mayor Gregg summarized a visit to the designated debris sites for the Towns of Kiawah Island and Seabrook Island on August 19 with a representative from South Carolina Department of Health and Environmental Control.

Mayor Gregg noted the site that the Towns have in common was denied approval pending further clearing of debris at that site. It was indicated that formal approval would be forthcoming for the Town's site at the Equestrian Center.

Mayor Gregg added he will be looking into designating a different site than the site the Towns have in common. The alternative would be to reach an arrangement with Kiawah to allow joint use of the common site.

- Meeting with Representative of Owner of Freshfields Village

Mayor Gregg summarized an informal meeting on August 23 with representatives of Edens, the owner of Fresh Fields Village, regarding the development of Freshfields Village.

- Update form Informal Discussion with SIPOA and Club

Mayor Gregg summarized an informal discussion on August 17 with Seabrook Island Property Owners Association (SIPOA) pursuing back door pickup by its debris contractor for regimes. Mayor Gregg noted the Seabrook Island Club is looking into revisions of membership affecting multiple owners of properties and it was noted that SIPOA's Protective Covenants may be implicated. The Club reported considering leasing out space at the office building at 1101 Landfall Way (availability of space has been announced by the Club).

A discussion was had on the potential addition of backdoor pick up for regimes with regards to recycling.

• **Town Administrator**

- Update of Meeting with Island Beach Services (Beach Patrol Contractor)

Town Administrator Cronin summarized the meeting with Island Beach Services with regards to the contract for beach patrol services.

Councilwoman Finke added to potentially add an ATV with the current beach patrol vehicle to increase current coverage.

- **Town Clerk/Treasurer**

- Report of Financials for the Month of July 2022

Ms. Watkins summarized the financials for July as follows:

- Total fund balance ending on July 31, 2022, was \$7,347,696 an amount about \$1,121,331 more than the balance as of July 31, 2021.
- Unrestricted revenue for July totaled \$134,226, and unrestricted revenue for the year totaled \$1,232,232, representing about 80.4% for the 2022 annual budget and being about \$438,123 more than for the same period in 2021.
- Expenditures for July totaled \$94,524, and expenditures for the year totaled \$738,205 which is 52.4% of the 2022 annual budget.
- Expenditures for the year were about \$226,555 more compared to the same period of 2021.
- Excess of revenues over expenditures was \$39,712 for July and excess of revenues over expenditures was \$494,026 for the year compared to an excess of revenue over expenditures of about \$58,000 as of July 31, 2021, reflecting the decrease in revenues in the period this year as compared last years.

- **Town Attorney**

None.

- **Zoning Administrator/Chief Code Enforcement Officer**

- Code Enforcement Summary (8/9 – 8/23)

Zoning Administrator Newman summarized the code enforcement report from August 9<sup>th</sup> thru August 23<sup>rd</sup>.

- Short Term Rental Compliance Update

Zoning Administrator Newman noted that the Town has issued 539 short-term rental placards. Zoning Administrator Newman added there are 5-6 properties operating without a current short-term rental permit and business license and were issued summonses and will be issued summonses every two weeks they are not compliant.

**9. Ordinances for Second Reading:**

None.

**10. Ordinances for First Reading:**

None.

**11. Other Action Items:**

- Resolution 2022-37: A resolution authorizing the granting of a permit to BBC Natural History & Factual Productions Ltd. to operate a motor vehicle on the beaches of Seabrook Island between September 5-23, 2022

Sheryl Bawden, Executive Producer from BBC, summarized the request to operate a motor vehicle on the beaches of Seabrook Island between September 5-23, 2022.

A discussion was had on the number of vehicles on the beach and when the timeframe they would be used.

Councilwoman Finke moved to approve Resolution 2022-37; Councilwoman Fox seconded. All voted in favor.

**Resolution 2022-37 was approved.**

- Resolution 2022-38: A resolution authorizing the granting of a permit to Charleston Green to operate a motor vehicle on the beaches of Seabrook Island between October 17-21, 2022

Sam Smoak with Charleston Green summarized the request to operate a motor vehicle on the beaches of Seabrook Island between October 17-21, 2022.

A discussion on whether the access to get to the revetment to make improvements would go through frontal dunes.

A discussion was had on how large the proposed vehicles for this project and where the rip wrap will be stored and brought through.

A discussion was had if the project could be completed from the property rather than completing it from the beach.

A discussion was had on the permit approved by OCRM and when it was issued.

A discussion was had about the difference between the vehicles proposed and the vehicles used at Captain Sam's inlet.

A discussion was had the status of the wall originally vs the status of the wall today with regards to the dimensions.

A discussion was had on other possibilities to complete the project.

A discussion was had on whether the materials have been purchased for the proposed project.

A discussion was had on any current marked turtle nests in the proposed area and if the permit can be extended to be outside of turtle nesting season.

**No motion was made, Resolution 2022-28 was denied.**



- Town Hall Annex Architectural Services: Request to approve a contract with Michael Karamus (Architect) for professional design services related to the future expansion of Town Hall

Town Administrator Cronin summarized the contract with Michael Karamus to add the Town Hall Annex Architectural Services.

Councilwoman Finke moved to approve the Town Hall Annex Architectural Services with Michael Karamus; Councilwoman Fox seconded. All voted in favor.

The contract with Michael Karamus (Architect) for professional design services related to the future expansion of Town Hall was approved.

- Town Hall Park Conceptual Design Services: Request to approve a contract with ESP Associates for professional design services related to evaluation of a potential town park behind Town Hall

Town Administrator Cronin summarized a conceptual design service for the creation of a potential town park behind Town Hall.

A discussion was had if this proposal was looked at to be included with the Charleston Green Belt Program.

Councilwoman Finke moved to approve the contract with ESP Associates for professional design services related to evaluation of a potential town park behind Town Hall; Councilwoman Fox seconded. All voted in favor.

The contract with ESP Associates for professional design services related to evaluation of a potential town park behind Town Hall was approved.

## **12. Items for Information or Discussion:**

None.

## **13. Citizen Comments:**

Ted Flerlage, 3026 Baywood Drive, comment the concerns for on the potential annexation on Andell Bluff and the conceptual plans reviewed at Town Hall on Monday and would like public input on this application. Mr. Flerlage further commented in objection to not being able to make a presentation on this matter.

Paul McLaughlin, 3061 Baywood Drive, comment on the potential annexation on the Andell Bluff parcel. Mr. McLaughlin commented on a letter submitted two months ago with regards to short term rentals.

Melissa Morgan, 525 Cobby Creek Lane, comment on the communication to Seabrook Island residents on the annexation process runs and the proposed storage project.

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.

**14. Council Comments**

None.

**15. Adjournment**

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

The meeting adjourned at 3:57PM.

Date: August 25, 2022

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

# TOWN OF SEABROOK ISLAND

Town Council – Joint Meeting & Work Session

September 13, 2022

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



## MINUTES

### JOINT MEETING WITH ATAX ADVISORY BOARD

- Presentation from Explore Charleston (Charleston Area Visitors Convention Bureau)

Due to technical difficulties, the Joint Meeting with the ATAX Advisory Board started at 1:05PM.

Committee Members Present: Buck (Chair), Fagan, Pontuti, O'Rourke, Spisak, Leggett

Committee Members Absent: Schildge

Guests Present: *Explore Charleston* (Laurie Smith, Chis Campbell, Annie McEwen, Chisolm Seabrook)

The ATAX Advisory Board introduced themselves to Explore Charleston (aka Charleston Area Visitor Convention Bureau).

Ms. Smith introduced Explore Charleston and presented to the ATAX Advisory Board and Town Council what their organization is, state reporting guidelines, how they spend the 30% of State ATAX by the Town of Seabrook Island, and examples of their marketing strategy for Seabrook Island and the Charleston Area.

A discussion was had on how the attribution to each municipality was calculated in the proposed budget.

Members of the Board and Council clarified what is included in the Kiawah Island Visitor Center, where it is located on Kiawah, and how the visitor center promotes Seabrook Island as well as other communities.

A discussion was had on advertisements involving the Seabrook Island Club and how Explore Charleston has communicated with them on how to advertise those amenities through the club (i.e., equestrian center, golf, tennis, etc.).

Members of the Board and Council clarified how the data was collected for occupancy rates and average daily rates, and how the quarterly data represents Seabrook Island.

Mr. Pontuti moved to approve Explore Charleston's Fiscal Year 2022-2023 budget for the 30% of ATAX funds for Seabrook Island; Mr. Spisak seconded. All voted in favor.

The ATAX Advisory Board approved Explore Charleston's Fiscal Year 2022-2023 budget for the 30% of ATAX funds for Seabrook Island.

Ms. Fagan moved to approve Explore Charleston's Fiscal Year 2021-2022 budget for the 30% of ATAX funds for Seabrook Island; Mr. Spisak seconded. All voted in favor.

The ATAX Advisory Board approved Explore Charleston's Fiscal Year 2021-2022 budget for the 30% of ATAX funds for Seabrook Island.

## **WORK SESSION**

### **Call to Order – Roll Call – Freedom of Information**

Mayor Gregg called the September 13<sup>th</sup>, 2022, Town Council Work Session to order at 1:53 PM. 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.

#### **Mayor John Gregg**

- CRHMP Notification to Council

Mayor Gregg noted the 2022-2023 Update of the Charleston Regional Hazard Mitigation Plan is now available from the Charleston County Business Inspection Services Department.

Mayor Gregg added a copy of his memorandum of the update is included in the agenda packet and has a link to access the Update and including a summary of changes to the Plan implemented by the 2022-2023 Update.

Mayor Gregg noted notice of Council of availability of the Update is required for the Town to receive credit applied to the Town's participation in Charleston County's Community Rating System.

#### **Town Council Members:**

- **Jeri Finke**

Councilwoman Finke summarized the September 8<sup>th</sup> Environment and Wildlife Committee Meeting.

- **Patricia Fox**

Councilwoman Fox updated Council on the Town's communications since last meeting and reminded all the upcoming Charleston Symphony Orchestra performance on October 16<sup>th</sup> at the lake house.

Councilwoman Fox added that it will be the 35<sup>th</sup> anniversary of Seabrook Island and inquired if it could be advertised with the Symphony performance as a celebration.

Councilwoman Fox noted the next Community Promotions and Engagement Committee Meeting will be held on September 15<sup>th</sup>.

Councilwoman Fox summarized the Seabrook Island Property Owners Association (SIPOA) long range planning meeting.

○ **Barry Goldstein**

Councilman Goldstein summarized the September 12<sup>th</sup> Public Works Committee Meeting.

○ **Dan Kortvelesy**

None.

**Town Administrator Joe Cronin**

- Review and Discussion of Beach Patrol Options for FY 2023

Town Administrator Cronin summarized a meeting had with the beach patrol service contractor, Barrier Island Ocean Rescue, along with Councilwoman Finke and Councilman Kortvelesy.

Town Administrator Cronin summarized the current services provided and reviewed various options for next year's contract and his recommendation on which option to move forward.

Council clarified Option 2 breakdown of services within the table provided specifically for the peak season.

A discussion was had on the cost increase from the current contract to the recommended option and where the funding would come from.

A discussion was had on the types of vehicles to that are included in the options and working with code enforcement to supplement the other months when beach patrol is not on the beach.

A discussion was had on what the Town provides the beach patrol contractor vs what they have.

- Review and Discussion of Draft Development Standards Ordinance (DSO) Fee Schedule

Town Administrator Cronin summarized the proposed draft ordinance for DSO Fee Schedule changes.

Council clarified was had on the basis on the construction value when calculating the fees and if the definition can be included in the ordinance.

A discussion was had on the plan review the Town does compared to Charleston County.

A discussion was had on the proposed late application fees with regards to short-term rental permits.

- Discussion of Local Accommodations Tax (1%)

Town Administrator Cronin summarized the proposed draft ordinance on imposing a Town of Seabrook Island Local Accommodation Tax of 1%.

A discussion was had on the use of funds with regards to beach patrol.

A discussion was had on how much Charleston County currently collects on the County Accommodations Tax.

Council clarified how much Charleston County would charge if the Town were to use them to collect the Local Accommodations Tax.

A discussion was had on if there is a timeframe to use the proposed funds and a timeline of when this could be implemented.

- Discussion of Proposed Amendments to the Berkeley Electric Cooperative (BEC) Franchise Agreement

Town Administrator Cronin summarized the proposed amendments to the BEC Franchise Agreement.

A discussion was had on the BEC Service Area for Seabrook Island.

A clarification was had on if the Town has on charging stations with regards to the proposed changes to the agreement.

A discussion was had on the timeline for implementation for the changes with the franchise agreement.

- Items for Discussion

Town Administrator Cronin recommended to change the Town's Budget year to mirror the State's Fiscal Year from July 1 to June 30 and summarized the proposed implementation to move to the new fiscal year. Town Administrator Cronin further summarized the pros and cons for the proposed changes.

A discussion was had on the disadvantages of the proposed changes.

## **Adjourn**

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

**The meeting adjourned at 3:24PM.**

Date: September 14, 2022

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

# **Town of Seabrook Island**

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## **Compiled Financial Statements And Supporting Schedules**

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**For the Month and Eight Months Ended  
August 31, 2022**



**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 August 31, 2022, and the related statement of revenue and expenditures – modified cash basis for the month and eight months 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  
September 26, 2022

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

August 31, 2022

Assets

Current Assets	
Operating Checking Account	\$ 1,416,802.70
Municipal Court Checking Account	17,708.08
Petty Cash	200.00
Prepaid Expenses	1,678.88
Total Current Assets	1,436,389.66
Other Assets	
Investments	6,117,532.64
Total Assets	\$ 7,553,922.30

Liabilities and Net Assets

Liabilities	
Current Liabilities	
Accounts Payable	\$ 2,999.92
Unearned Revenue	450,675.59
Other Accrued Liabilities	44,737.39
Total Liabilities	498,412.90
Net Assets	
Restricted Fund Balances	
Accommodations Tax	286,099.87
Charleston County Accommodations Tax	79,420.89
Alcohol Tax	40,487.24
American Rescue Plan Act (ARPA)	-
Total Restricted Fund Balances	406,008.00
Designated Fund Balances	
Emergency	2,120,639.30
Road & Drainage	569,852.22
Town Facilities	244,500.00
Vehicle Replacement	25,000.00
Total Designated Fund Balances	2,959,991.52
General Fund	
Total Fund Balances	3,689,509.88
Total Liabilities and Net Assets	\$ 7,553,922.30

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

For the Month and Eight Months Ended August 31, 2022

	Current Year			% of Annual Budget	Prior Year-to- Date
	Current Month	Year to Date	Annual Budget		
Revenues					
Accomodations Tax - General Use	9,279.71	11,728.86	41,750.00	28.1%	10,200.82
Business Licenses	36,461.30	623,145.30	450,000.00	138.5%	502,076.68
Business Licenses - MASC	296.62	269,491.49	240,000.00	112.3%	259,020.00
Franchise Fees - BEC	-	-	165,000.00	-	-
Franchise Fees - ATT U-verse	-	2,264.87	5,000.00	45.3%	2,624.16
Franchise Fees - Comcast	-	31,882.88	55,000.00	58.0%	29,947.51
Contractual Reimbursements	-	1,175.00	10,000.00	11.8%	-
Court Fines	1,860.00	5,338.75	7,500.00	71.2%	7,061.90
Local Option Sales Tax - County	49,015.60	202,544.71	280,000.00	72.3%	172,300.75
Aid to Subdivisions - State	-	11,670.73	41,670.00	28.0%	21,097.83
Planning & Zoning Fees	14,225.00	171,258.22	160,000.00	107.0%	170,365.00
Building Permit Fees - County	1,499.08	16,448.67	18,000.00	91.4%	15,989.07
Interest - Investment Pool	10,942.67	35,243.86	7,500.00	469.9%	4,228.74
Interest - Checking Account	11.55	64.66	25.00	258.6%	18.08
Credit Card Convenience Fees	226.23	2,788.26	750.00	371.8%	-
Facility Rentals	-	-	100.00	-	-
Grant Funding	-	-	25,000.00	-	-
Miscellaneous Income	292.65	378.76	500.00	75.8%	61.05
Sale of Assets	-	300.00	500.00	60.0%	-
Grant Funding	-	-	25,000.00	-	-
Total Revenues	124,110.41	1,385,725.02	1,533,295.00	90.4%	1,194,991.59

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

For the Month and Eight Months Ended August 31, 2022

	Current Year			% of Annual Budget	Prior Year-to-Date
	Current Month	Year to Date	Annual Budget		
Expenditures					
Salaries	42,074.79	312,437.23	517,588.00	60.4%	242,242.34
Employer Social Security and Medicare	3,188.10	23,597.07	39,924.00	59.1%	17,507.98
Health and Dental Insurance	3,335.14	30,892.40	38,462.00	80.3%	20,778.89
Retirement	6,755.52	54,152.34	78,259.00	69.2%	43,673.36
Pre-Employment Expenses	87.20	918.65	1,800.00	51.0%	734.49
Insurance - Tort Liability	-	13,736.00	12,000.00	114.5%	11,214.00
Insurance - Fidelity Bond	-	764.00	750.00	101.9%	764.00
Insurance - Equipment	86.83	15,079.45	13,250.00	113.8%	12,239.46
Insurance - Worker's Compensation	-	349.00	3,000.00	11.6%	996.00
Insurance - Auto Liability	-	2,444.85	2,500.00	97.8%	2,215.34
Professional Services - Audit	5,500.00	14,900.00	16,000.00	93.1%	14,000.00
Professional Services - Accounting	2,496.74	9,742.17	14,000.00	69.6%	9,972.88
Professional Services - Engineering	-	4,091.51	15,000.00	27.3%	2,470.00
Professional Services - Legal	-	2,937.00	30,000.00	9.8%	924.10
Professional Services - Other	-	15,093.27	43,000.00	35.1%	3,825.00
Roadway Maintenance	188.05	1,702.04	25,000.00	6.8%	1,558.93
Equipment Maintenance	3,168.46	26,837.40	39,000.00	68.8%	529.90
Beach Maintenance	-	3,259.53	4,000.00	81.5%	3,702.92
Vehicle Maintenance	676.09	4,526.02	2,000.00	226.3%	55.53
Travel and Training	163.00	1,462.08	15,000.00	9.7%	835.00
Community Promotions	-	1,500.00	7,500.00	20.0%	495.10
Office Supplies	518.31	5,512.20	13,800.00	39.9%	4,484.43
Postage	503.50	2,261.30	4,750.00	47.6%	2,899.17
Planning and Zoning	-	56.00	500.00	11.2%	251.10
Printing	60.99	8,968.56	9,000.00	99.7%	5,635.37
Utilities	2,721.79	14,567.18	26,750.00	54.5%	17,780.51
Uniforms	322.07	750.88	4,050.00	18.5%	-
Capital Expenditures	3.26	43,913.69	175,000.00	25.1%	-
Furniture and Equipment	(191.81)	14,980.00	20,000.00	74.9%	709.44
Telecommunication	1,679.98	10,668.78	24,000.00	44.5%	9,022.85
Emergency Telecommunication	1,596.00	4,788.00	7,500.00	63.8%	4,140.00
Council/Committee Expenditure	46.62	547.09	1,500.00	36.5%	1,233.77
Memberships, Dues and Subscriptions	2,878.14	18,858.96	21,650.00	87.1%	17,011.72
Website	-	-	700.00	-	549.36
Equipment Rentals	658.97	4,674.95	9,000.00	51.9%	4,690.47
Advertising	800.00	6,853.90	12,200.00	56.2%	7,775.92
Contingency	689.41	19,260.15	30,000.00	64.2%	3,093.25
Bank Charges	361.01	4,390.90	1,950.00	225.2%	1,473.02
Contracted Services - Beach Patrol	-	-	-	-	44,395.00
Contracted Services - IT	-	23,104.58	41,500.00	55.7%	18,234.25
Contracted Services - Landscaping	2,690.00	21,529.13	6,500.00	331.2%	48,398.08
Contracted Services - Other	1,467.43	17,186.30	30,200.00	56.9%	17,533.17
Election Expense	-	3,227.50	-	-	-
Vehicle Purchase Expenditures	-	39,000.00	-	-	-
Court Expenditures	-	5,759.64	8,750.00	65.8%	5,194.38
Emergency Preparedness	83.26	11,532.91	32,000.00	36.0%	21,565.30
Special Events	-	-	9,500.00	-	-
<b>Total Expenditures</b>	<b>84,608.85</b>	<b>822,814.61</b>	<b>1,408,833.00</b>	<b>58.4%</b>	<b>626,805.78</b>
Excess of Revenues Over (Under) Expenditures	<b>\$ 39,501.56</b>	<b>562,910.41</b>	<b>124,462.00</b>	<b>452.3%</b>	<b>568,185.81</b>

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

For the Month and Eight Months Ended August 31, 2022

	Current Year			% of Annual Budget	Prior Year-to- Date
	Current Month	Year to Date	Annual Budget		
<b>Receipts to Be Used toward Restricted Fund Balances</b>					
State Accomodations Tax					
Advertising & Promotion	\$ 55,678.26	70,373.15	100,500.00	70.0%	61,204.95
Tourism	120,636.23	152,475.15	217,750.00	70.0%	132,610.71
Interest Income	468.97	1,481.57	250.00	592.6%	154.66
Total State Accomodation Tax	<u>176,783.46</u>	<u>224,329.87</u>	<u>318,500.00</u>		<u>193,970.32</u>
County Accomodations Tax - Charleston					
Receipts	23,481.86	39,236.55	45,000.00	87.2%	-
Interest Income	130.19	318.43	-	-	5.60
Total County Accomodations Tax - Charleston	<u>23,612.05</u>	<u>39,554.98</u>	<u>45,000.00</u>		<u>5.60</u>
Alcohol Tax					
Receipts	-	5,000.00	3,000.00	166.7%	3,000.00
Interest Income	66.37	209.80	20.00	1049.0%	25.22
Total Alcohol Tax	<u>66.37</u>	<u>5,209.80</u>	<u>3,020.00</u>		<u>3,025.22</u>
ARPA					
Receipts	-	-	464,239.00	-	-
Total ARPA	<u>-</u>	<u>-</u>	<u>464,239.00</u>		<u>-</u>
Total Restricted Fund Receipts	<u>\$ 200,461.88</u>	<u>269,094.65</u>	<u>830,759.00</u>	<u>32.4%</u>	<u>197,001.14</u>
<b>Expenditures Used toward Restricted Fund Balances</b>					
State Accomodations Tax - Advertising and Promotion	55,678.26	70,373.15	100,500.00	70.0%	61,204.95
State Accomodations Tax - Tourism	37,878.32	207,659.79	215,000.00	96.6%	135,297.11
County A-Tax Expenditure	-	-	45,000.00	-	5,000.00
Alcohol Tax Expense	-	-	10,000.00	-	-
ARPA Expenses	-	-	464,239.00	-	-
Total Used toward Restricted Funds	<u>\$ 93,556.58</u>	<u>278,032.94</u>	<u>834,739.00</u>	<u>33.3%</u>	<u>201,502.06</u>
<b>Receipts to Be Used toward Designated Fund Balances</b>					
<b>Expenditures Used toward Designated Fund Balances</b>					
Capital Expenditures - Road and Drainage	-	24,505.00	150,000.00	16.3%	12,910.00
Capital Expenditures - Town Facilities	3,000.00	5,500.00	60,000.00	9.2%	-
Total Used toward Designated Funds	<u>\$ 3,000.00</u>	<u>30,005.00</u>	<u>210,000.00</u>	<u>14.3%</u>	<u>12,910.00</u>

# **Supporting Schedules**

**TOWN OF SEABROOK ISLAND  
ACCOMODATIONS TAX  
FYE 12/31/2022**

DATE		DUE FROM STATE	GENERAL 5%	ADVERT 30%	TOURISM 65%	TOTAL
	TOTALS 12/31/2021	73,636.27	-	-	339,802.94	339,802.94
	AUDITORS' ADJUSTMENT				-	-
	ADJUSTED BEGINNING BALANCE	73,636.27	-	-	339,802.94	339,802.94
Jan-22	Interest Income		-	-	41.03	41.03
	TOTALS 1/31/2022	73,636.27	-	-	339,843.97	339,843.97
Feb-22	Received from County	(73,636.27)	-	-	-	-
	Interest Income				40.61	40.61
	TOTALS 2/28/2022	-	-	-	339,884.58	339,884.58
Mar-22	Ck# 7372 Pyro Shows East Coast, Inc.		-	-	(9,500.00)	(9,500.00)
	Ck# 7386 Alan Fleming Tennis Tournament				(15,000.00)	(15,000.00)
	Interest Income				86.17	86.17
	TOTALS 3/31/2022	-	-	-	315,470.75	315,470.75
Apr-22	Received from County		2,449.15	14,694.89	31,838.92	48,982.96
	Transfer to General Fund		(2,449.15)			(2,449.15)
	Ck# 7431 Chas Area Convention Center			(14,694.89)		(14,694.89)
	Interest Income				144.18	144.18
	TOTALS 4/30/2022	-	-	-	347,453.85	347,453.85
May-22	Ck# 7453 Barrier Island Ocean Rescue		-	-	(12,071.00)	(12,071.00)
	Ck# 7463 Lowcountry Marine Mammal				(1,038.44)	(1,038.44)
	Interest Income				226.70	226.70
	TOTALS 5/31/2022	-	-	-	334,571.11	334,571.11
Jun-22	Ck# 7485 Barrier Island Ocean Rescue		-	-	(22,130.00)	(22,130.00)
	Ck# 7463 Lowcountry Marine Mammal				(1,103.35)	(1,103.35)
	Ck# 7500 Barrier Island Ocean Rescue		-	-	(48,284.00)	(48,284.00)
	Interest Income				241.63	241.63
	TOTALS 6/30/2022	-	-	-	263,295.39	263,295.39
Jul-22	Ck# 7535 Pyro Shows East Coast, Inc.		-	-	(9,500.00)	(9,500.00)
	Ck# 7539 Lowcountry Marine Mammal				(1,261.68)	(1,261.68)
	Ck# 7541 Barrier Island Ocean Rescue				(49,893.00)	(49,893.00)
	Interest Income				232.28	232.28
	TOTALS 7/31/2022	-	-	-	202,872.99	202,872.99
Aug-22	Received from County		9,279.71	55,678.26	120,636.23	185,594.20
	Transfer to General Fund		(9,279.71)			(9,279.71)
	Ck# 7555 Lowcountry Marine Mammal				(861.32)	(861.32)
	Ck# 7558 Chas Area Convention Center			(55,678.26)		(55,678.26)
	Ck# 7577 Barrier Island Ocean Rescue				(37,017.00)	(37,017.00)
	Interest Income				468.97	468.97
	TOTALS 8/31/2022	-	-	-	286,099.87	286,099.87

**TOWN OF SEABROOK ISLAND  
CHARLESTON COUNTY ACCOMODATIONS TAX  
FYE 12/31/2022**

DATE		DUE FROM COUNTY	REVENUES	EXPENDITURES	TOTAL
	TOTALS 12/31/2021	-		-	39,865.91
	ADJUSTMENT TO ESTIMATE		-		-
	ADJUSTED BEGINNING BALANCE	-	-	-	39,865.91
Jan-22	Interest Income	-	4.81	-	4.81
	TOTALS 1/31/2022	-	4.81	-	39,870.72
Feb-22	Interest Income	-	4.76	-	4.76
	TOTALS 2/28/2022	-	9.57	-	39,875.48
Mar-22	Received from County	-	2,612.58	-	2,612.58
	Interest Income		11.61		11.61
	TOTALS 3/31/2022	-	2,633.76	-	42,499.67
Apr-22	Received from County	-	7,229.70	-	7,229.70
	Interest Income		20.64		20.64
	TOTALS 4/30/2022	-	9,884.10	-	49,750.01
May-22	Received from County	-	5,912.41	-	5,912.41
	Interest Income		35.03		35.03
	TOTALS 5/31/2022	-	15,831.54	-	55,697.45
Jun-22	Interest Income	-	47.49	-	47.49
	TOTALS 6/30/2022	-	15,879.03	-	55,744.94
Jul-22	Interest Income	-	63.90	-	63.90
	TOTALS 7/31/2022	-	15,942.93	-	55,808.84
Aug-22	Received from County	-	23,481.86	-	23,481.86
	Interest Income		130.19		130.19
	TOTALS 8/31/2022	-	39,554.98	-	79,420.89



**TOWN OF SEABROOK ISLAND  
 MISCELLANEOUS RESTRICTED FUNDS  
 FYE 12/31/2022**

<b>DATE</b>		<b>Alcohol Tax</b>	<b>American Rescue Plan Act (ARPA)</b>
	TOTALS 12/31/2021	35,277.44	-
	AUDITORS' ADJUSTMENT	-	-
	ADJUSTED BEGINNING BALANCE	<u>35,277.44</u>	<u>-</u>
Jan-22	Interest Income	4.26	-
	TOTALS 1/31/2022	<u>35,281.70</u>	<u>-</u>
Feb-22	Interest Income	4.22	-
	TOTALS 2/28/2022	<u>35,285.92</u>	<u>-</u>
Mar-22	Interest Income	9.64	-
	TOTALS 3/31/2022	<u>35,295.56</u>	<u>-</u>
Apr-22	Interest Income	14.65	-
	TOTALS 4/30/2022	<u>35,310.21</u>	<u>-</u>
May-22	Received from state	5,000.00	-
	Interest Income	27.33	-
	TOTALS 5/31/2022	<u>40,337.54</u>	<u>-</u>
Jun-22	Interest Income	37.05	-
	TOTALS 6/30/2022	<u>40,374.59</u>	<u>-</u>
Jul-22	Interest Income	46.28	-
	TOTALS 7/31/2022	<u>40,420.87</u>	<u>-</u>
Aug-22	Interest Income	66.37	-
	TOTALS 8/31/2022	<u>40,487.24</u>	<u>-</u>

**TOWN OF SEABROOK ISLAND  
MISCELLANEOUS DESIGNATED FUNDS  
FYE 12/31/2022**

DATE	Emergency	Road and Drainage	Town Facilities	Vehicle Replacement Fund
TOTALS 12/31/2021	2,120,639.30	594,357.22	250,000.00	64,000.00
AUDITORS' ADJUSTMENT	-	-	-	-
ADJUSTED BEGINNING BALANCE	<u>2,120,639.30</u>	<u>594,357.22</u>	<u>250,000.00</u>	<u>64,000.00</u>
Jan-22 Ck# 7331 - ESP Associates, Inc.	-	(3,480.00)	-	-
TOTALS 1/31/2022	<u>2,120,639.30</u>	<u>590,877.22</u>	<u>250,000.00</u>	<u>64,000.00</u>
Feb-22 Ck# 7363 - ESP Associates, Inc.	-	(1,485.00)	-	-
Ck# 7364 - ESP Associates, Inc.	-	(10,750.00)	-	-
TOTALS 2/28/2022	<u>2,120,639.30</u>	<u>578,642.22</u>	<u>250,000.00</u>	<u>64,000.00</u>
Mar-22 No Activity	-	-	-	-
TOTALS 3/31/2022	<u>2,120,639.30</u>	<u>578,642.22</u>	<u>250,000.00</u>	<u>64,000.00</u>
Apr-22 Ck# 7416 - ESP Associates, Inc.	-	(3,735.00)	-	-
Ck# 7423 Hendrick Lexus Charleston	-	-	-	(36,500.00)
Ck# 7434 Truist Bank	-	-	-	(2,500.00)
Ck# 7435 - ESP Associates, Inc.	-	(4,530.00)	-	-
TOTALS 4/30/2022	<u>2,120,639.30</u>	<u>570,377.22</u>	<u>250,000.00</u>	<u>25,000.00</u>
May-22 Ck# 7470 - ESP Associates, Inc.	-	(525.00)	-	-
TOTALS 5/31/2022	<u>2,120,639.30</u>	<u>569,852.22</u>	<u>250,000.00</u>	<u>25,000.00</u>
Jun-22 Ck# 7495 - Michael E Karamus Architect	-	-	(2,500.00)	-
TOTALS 6/30/2022	<u>2,120,639.30</u>	<u>569,852.22</u>	<u>247,500.00</u>	<u>25,000.00</u>
Jul-22 No Activity	-	-	-	-
TOTALS 7/31/2022	<u>2,120,639.30</u>	<u>569,852.22</u>	<u>247,500.00</u>	<u>25,000.00</u>
Aug-22 Ck# 7576 - Michael E Karamus Architect	-	-	(3,000.00)	-
TOTALS 8/31/2022	<u>2,120,639.30</u>	<u>569,852.22</u>	<u>244,500.00</u>	<u>25,000.00</u>

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2022-05**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE TOWN CODE FOR THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA; CHAPTER 26, TAXATION; TO AMEND PROVISIONS RELATED TO THE ADMINISTRATION OF REVENUES FROM THE STATE ACCOMMODATIONS TAX; TO AMEND PROVISIONS RELATED TO THE STATE ACCOMMODATIONS TAX ADVISORY COMMITTEE; TO IMPOSE A LOCAL ACCOMMODATIONS TAX OF ONE PERCENT (1%); AND TO IMPLEMENT THE PROVISIONS OF THE S.C. "FAIRNESS IN LODGING ACT"**

**WHEREAS**, pursuant to S.C. Code 1976, § 6-4-5 et seq, the Mayor and Council for the Town of Seabrook Island shall provide for the use and administration of all monies received from the state accommodations tax program; and

**WHEREAS**, the Mayor and Council for the Town of Seabrook Island desire to amend Chapter 26, Article II, of the Town Code for the Town of Seabrook Island (hereafter, the "Town Code") so as comply with the requirements S.C. Code 1976, § 6-4-5 et seq, as well as recent case law; and

**WHEREAS**, pursuant to S.C. Code 1976, § 6-1-520, a local governing body may impose, by ordinance, a local accommodations tax, not to exceed three (3%) percent. However, an ordinance imposing the local accommodations tax must be adopted by a positive majority vote; and

**WHEREAS**, pursuant to S.C. Code 1976, § 6-1-540, the cumulative rate of county and municipal local accommodations taxes for any portion of the county area may not exceed three (3%) percent, unless the cumulative total of such taxes were in excess of three percent prior to December 31, 1996, in which case the cumulative rate may not exceed the rate that was imposed as of December 31, 1996; and

**WHEREAS**, on November 16, 1993, Charleston County Council imposed a two (2%) percent countywide accommodations fee; and

**WHEREAS**, the Mayor and Council for the Town of Seabrook Island desire to impose a one (1%) percent local accommodations tax to offset the town's operating and capital costs related to tourism; and

**WHEREAS**, pursuant to Title 6, Chapter 1, Article 8, of S.C. Code 1976, the state legislature provides municipalities and counties with an option to exercise additional enforcement authority with respect to local and state accommodations taxes and to engage in active cooperation with the South Carolina Department of Revenue in data sharing, and to provide comprehensive enforcement of the applicable accommodations tax laws so as to promote a more equal competitive playing field for those engaged in the business of renting accommodations to tourists; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on the proposed amendments during a duly called meeting on \_\_\_\_\_, 2022; and

**WHEREAS**, the Mayor and Council believe it is fitting and proper to amend the Town Code to achieve the objectives referenced herein;

**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, S.C.:**

**SECTION 1. Amending Chapter 26 of the Town Code.** The Town Code for the Town of Seabrook Island, South Carolina; Chapter 26, Taxation; is hereby amended so as to create a new :

## **Chapter 26 - TAXATION**

### **ARTICLE I. IN GENERAL**

**Secs. 26-1—26-19. Reserved.**

### **ARTICLE II. STATE ACCOMMODATIONS TAX**

**Sec. 26-20. Generally.**

The town council shall provide for the use and administration of all monies received from the state accommodations tax program in accordance with S.C. Code 1976, § 6-4-5 et seq.

**Sec. 26-21. State Accommodations Tax Advisory Committee.**

(a) *Established; powers and duties.* The Seabrook Island State Accommodations Tax Advisory Committee is hereby established. The committee is charged with the following powers and duties:

- (1) To make recommendations to the town council concerning the expenditure of revenues generated by the state accommodations tax, consistent with the requirements of state law;
- (2) To adopt general guidelines, application procedures, and such other rules as may be necessary to perform its designated functions;
- (3) To annually receive, review, and consider funding requests from eligible agencies, departments, entities, and organizations;
- (4) To annually provide written recommendations to town council on the awarding of funds from the special fund used for tourism related expenditures (“65% funds”), consistent with the requirements of state law;
- (5) To annually provide written recommendations to town council on the awarding of funds from the special fund used for advertising and promotion (“30% funds”), consistent with the requirements of state law;
- (6) To elect a chairperson from its membership; and

- (7) To perform such other duties as may be assigned or requested by town council.
- (b) *Membership.* The State Accommodations Tax Advisory Committee shall consist of seven (7) members. At least four (4) members shall be selected from the town's hospitality industry, and at least two (2) of the hospitality industry members shall be selected from the lodging industry. One (1) member shall represent the cultural organizations of the town. Members shall be nominated by the mayor and appointed by a majority vote of town council. All members shall serve for a term of two (2) years commencing on January 1<sup>st</sup> of odd numbered years and expiring on December 31<sup>st</sup> of the following year. Any member who resigns prior to the expiration of his or her term shall do so in writing to the town clerk/treasurer. Any member may be removed for cause by a majority vote of the town council. A vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment. All members shall serve without compensation.
- (c) *Meetings; quorum; rules of order; voting.* The State Accommodations Tax Advisory Committee shall meet at least once per year at a date and time scheduled by the chair or a majority of the committee's membership. All meetings shall be held at Town Hall, unless otherwise advertised, and shall be open to the public. At least four (4) members must be present to constitute a quorum, and no official business may be conducted without a quorum present. Except as otherwise required by state law or town ordinance, all proceedings of the committee shall be governed by Robert's Rules of Order. Official decisions or actions by the committee shall require a majority vote of those members present and voting. Proxy votes shall not be permitted. Any member who has a direct or indirect conflict of interest in any matter before the committee shall be disqualified from participating in any discussion or decision related thereto.
- (d) *Public notice; public records.* Public notice shall be given for each meeting pursuant to S.C. Code 1976, § 30-4-80. The town clerk/treasurer shall prepare an agenda containing the date, time, and location of each meeting, as well as a list of items for action and/or discussion. The town clerk/treasurer shall act as secretary to the committee and shall prepare and keep written minutes of all committee meetings. Unless exempt by state law, all records of the State Accommodations Tax Advisory Committee are deemed public records and shall be made available for inspection upon request.

**Secs. 26-22—26-39. Reserved.**

### **ARTICLE III. LOCAL ACCOMMODATIONS TAX**

#### **Sec. 26-40. Definitions.**

For the purpose of this article, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

- (A) *Accommodation.* Any room (excluding meeting and conference rooms), campground space, recreational vehicle space, lodging, or other sleeping accommodation within the town which is furnished to renters by a host in return for consideration.
- (B) *Host.* A person or entity who furnishes an accommodation to renters in return for

consideration. A host may include, but is not limited to, the owner or manager of any hotel, motel, inn, condominium, bed and breakfast, residence, short-term rental unit, or any other place in which rooms, lodgings, or sleeping accommodations are provided.

- (C) *Local accommodations tax.* A tax on the gross proceeds derived from the rental of accommodations furnished to renters as provided in S.C. Code 1976, § 12-36-920(A) and which is imposed on every person or entity engaged in the business of furnishing accommodations to renters for consideration.
- (D) *Renter.* Any person or persons who rents a temporary accommodation within the town for a term of thirty (30) continuous days or less in return for consideration.

**Sec. 26-41. Local accommodations tax.**

- (A) A local accommodations tax equal to one percent (1%) is hereby imposed on the gross proceeds derived from the rental of any accommodation furnished to renters within the town.
- (B) The gross proceeds received from the rental of an accommodation to the same renter for a term of more than thirty (30) continuous days shall not be subject to the local accommodations tax imposed by this article.

**Sec. 26-42. Collection and payment of local accommodations tax.**

- (A) Payment of the local accommodations tax established herein shall be the liability of the renter. The fee shall be collected by the host at the time the accommodation is furnished.
- (B) The local accommodations tax must be remitted to the town on a monthly basis when the estimated amount of average tax is more than fifty dollars (\$50.00) per month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars (\$25.00) to fifty dollars (\$50.00) per month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars (\$25.00) per month.
- (C) The town administrator shall promulgate a form of return which shall be utilized by hosts to calculate the amount of local accommodations tax collected and due to the town. This form shall contain a sworn declaration from the host as to the correctness of any information contained therein.
- (D) The host shall return the completed form and the local accommodations tax due for the preceding period no later than the twentieth (20<sup>th</sup>) day of the following month. Payments which are made or postmarked after the twentieth (20<sup>th</sup>) shall be subject to late penalties, as specified in Sec. 26-47(B).
- (E) In the event the town elects to contract with Charleston County or another political subdivision of the state for the administration and enforcement of all or part of this article, all payments which are due and payable to the town shall instead be paid to the authorized agent, subject to the same requirements prescribed herein.

**Sec. 26-43. Agents required to report when rental property listing dropped.**

Real estate agents, brokers, corporations, or listing services required to remit taxes under this section must notify the town, or its authorized agent, if any rental property, previously listed by them, is dropped from their listings.

**Sec. 26-44. Local accommodations tax fund.**

All proceeds from the local accommodations tax shall be deposited into a restricted account known as the "local accommodations tax fund," which shall be maintained separately from the town's general fund. All interest generated by the local accommodations tax fund shall be credited to the local accommodations tax fund.

**Sec. 26-45. Inspections, audits, and financial records.**

- (a) For the purpose of enforcing the provisions of this ordinance, the town administrator, his or her designee, or any other authorized agent of the town, is empowered to enter upon the premises of any host, subject to the provisions of this article, to make inspections and to examine and audit books and records. It shall be unlawful for any host to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the host has filed false information, the costs of the audit shall be added to the total amount due, plus any applicable late penalties and other penalties provided herein. Each day of failure to pay the proper amount of the local accommodations tax shall constitute a separate offense.
- (b) The amount of local accommodations taxes paid or due, the gross income reported, and the results of any inspection or audit, for any individual host shall not be deemed public records and shall not be released without written consent of the host, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classification and other non-identifying information may be deemed public records, as required by law.

**Sec. 26-46. Use of funds.**

- (A) The revenue generated by the local accommodations tax must be used exclusively for the following purposes:
  - (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
  - (2) tourism-related cultural, recreational, or historic facilities;
  - (3) beach access, renourishment, or other tourism-related lands and water access;
  - (4) highways, roads, streets, and bridges providing access to tourist destinations;
  - (5) advertisements and promotions related to tourism development; or
  - (6) water and sewer infrastructure to serve tourism-related demand.

- (7) operation and maintenance of those items provided in paragraphs (1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

**Sec. 26-47. Violations and penalties.**

(A) It shall be a violation of this article to:

- (1) Fail to collect the local accommodations tax imposed by this article;
- (2) Fail to remit local accommodations tax collections as required by this article;
- (3) Knowingly provide false, inaccurate, or misleading information on the form of return or in connection with any inspection, examination, or audit conducted pursuant to this article; and
- (4) Fail to provide access to business and financial books and records to the town or its duly authorized agents for the purpose of an audit upon 24 hours' written notice.

(B) Delinquent payments shall be subject to a late penalty of five percent (5%) per month, or fraction thereof. The late penalty shall be charged on the original amount of the local accommodations tax due, up to a maximum of one hundred percent (100%).

(C) Any person violating any provision of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days, or both. Punishment for violations shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this article.

**Secs. 26-48—26-59. Reserved.**

**ARTICLE IV. FAIRNESS IN LODGING ACT COMPLIANCE**

**Sec. 26-60. Findings.**

(A) The Town Council finds that:

- (1) Providing lodging accommodations for tourists is a major business in the Town of Seabrook Island and State of South Carolina;
- (2) There are instances where individuals who rent residential accommodations to tourists are failing to collect and remit the local accommodations tax imposed pursuant to Article III this chapter and the state sales tax on accommodations imposed pursuant to S.C. Code 1976, § 12-36-920;
- (3) Those who fail to collect and remit local and state accommodations taxes are competing unfairly against those who dutifully meet these legal obligations; and
- (4) By the enactment of the "Fairness in Lodging Act," the state legislature provides



municipalities and counties with an option to exercise additional enforcement authority with respect to these taxes and to engage in active cooperation with the South Carolina Department of Revenue in data sharing, to provide comprehensive enforcement of the applicable accommodations tax laws so as to promote a more equal competitive playing field for those engaged in the business of renting accommodations to tourists.

**Sec. 26-61. Implementation; applicability.**

- (A) The town council hereby implements the provisions of Title 6, Chapter 1, Article 8, of the S.C. Code of Laws 1976, also known as the "Fairness in Lodging Act."
- (B) The provisions of this article do not apply to any residential real property lawfully assessed for property tax purposes pursuant to S.C. Code 1976, § 12-43-220(c), when all rental income on the property is not included in gross income for federal income tax purposes pursuant to Internal Revenue Code Section 280A(g).

**Sec. 26-62. Sharing of data; notices in annual property tax notices; civil penalties.**

- (A) The town administrator, his or her designee, or any other authorized agent of the town shall be authorized to share returns, copies of returns, and other documents filed with or otherwise available to the town or its authorized agent with the South Carolina Department of Revenue when such data may be helpful in determining possible instances of noncompliance.
- (B) The town administrator shall include, or cause to be included, notices in annual property tax notices for parcels of residential real property assessed for property tax purposes pursuant to S.C. Code 1976, § 12-43-220(c). These notices must provide details of local accommodations tax and state sales tax on accommodations required to be paid by persons renting residential real property to tourists within the town and the intention of the implementing jurisdiction to vigorously to enforce these requirements. Details must include specific information on obtaining additional information with respect to these requirements and the names, addresses, and telephone numbers of officials of implementing jurisdictions that are able to answer questions, provide forms, and assist in compliance. The town administrator shall be authorized to reimburse Charleston County for extra expenses incurred by the county in providing these notices.
- (C) In addition to other penalties authorized by Sec. 26-47(B) and (C), the town may impose, with respect to a single rental property, a one-time civil penalty for noncompliance for failure to collect and remit local accommodations tax of not less than five hundred dollars (\$500.00) nor more than two thousand dollars (\$2,000.00) for each seven days the property was rented. This additional penalty may not be imposed unless the owner has received the notice provided pursuant to subsection (B). For purposes of enforcement and collection, this penalty is deemed property tax on the rental property.

**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. Notice to S.C. Department of Revenue.**

The Town Clerk shall provide a certified copy of this ordinance to the Director of the South Carolina Department of Revenue, as required by S.C. Code 1976, § 6-1-815(A).

**SECTION 5. Effective Date.**

This ordinance shall be effective from and after January 1, 2023.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2022, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2022.

First Reading:  
Public Hearing:  
Second Reading:

TOWN OF SEABROOK ISLAND

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

ATTEST

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

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2022-05**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE TOWN CODE FOR THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA; CHAPTER 26, TAXATION; TO AMEND PROVISIONS RELATED TO THE ADMINISTRATION OF REVENUES FROM THE STATE ACCOMMODATIONS TAX; TO AMEND PROVISIONS RELATED TO THE STATE ACCOMMODATIONS TAX ADVISORY COMMITTEE; TO IMPOSE A LOCAL ACCOMMODATIONS TAX OF ONE PERCENT (1%); AND TO IMPLEMENT THE PROVISIONS OF THE S.C. "FAIRNESS IN LODGING ACT"**

**WHEREAS**, pursuant to S.C. Code 1976, § 6-4-5 et seq, the Mayor and Council for the Town of Seabrook Island shall provide for the use and administration of all monies received from the state accommodations tax program; and

**WHEREAS**, the Mayor and Council for the Town of Seabrook Island desire to amend Chapter 26, Article II, of the Town Code for the Town of Seabrook Island (hereafter, the "Town Code") so as comply with the requirements S.C. Code 1976, § 6-4-5 et seq, as well as recent case law; and

**WHEREAS**, pursuant to S.C. Code 1976, § 6-1-520, a local governing body may impose, by ordinance, a local accommodations tax, not to exceed three (3%) percent. However, an ordinance imposing the local accommodations tax must be adopted by a positive majority vote; and

**WHEREAS**, pursuant to S.C. Code 1976, § 6-1-540, the cumulative rate of county and municipal local accommodations taxes for any portion of the county area may not exceed three (3%) percent, unless the cumulative total of such taxes were in excess of three percent prior to December 31, 1996, in which case the cumulative rate may not exceed the rate that was imposed as of December 31, 1996; and

**WHEREAS**, on November 16, 1993, Charleston County Council imposed a two (2%) percent countywide accommodations fee; and

**WHEREAS**, the Mayor and Council for the Town of Seabrook Island desire to impose a one (1%) percent local accommodations tax to offset the town's operating and capital costs related to tourism; and

**WHEREAS**, pursuant to Title 6, Chapter 1, Article 8, of S.C. Code 1976, the state legislature provides municipalities and counties with an option to exercise additional enforcement authority with respect to local and state accommodations taxes and to engage in active cooperation with the South Carolina Department of Revenue in data sharing, and to provide comprehensive enforcement of the applicable accommodations tax laws so as to promote a more equal competitive playing field for those engaged in the business of renting accommodations to tourists; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on the proposed amendments during a duly called meeting on \_\_\_\_\_, 2022; and

**WHEREAS**, the Mayor and Council believe it is fitting and proper to amend the Town Code to achieve the objectives referenced herein;

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, S.C.:**

**SECTION 1. Amending Chapter 26 of the Town Code.** The Town Code for the Town of Seabrook Island, South Carolina; Chapter 26, Taxation; is hereby amended so as to create a new :

## **Chapter 26 - TAXATION**

### **ARTICLE I. IN GENERAL**

**Secs. 26-1—26-19. Reserved.**

### **ARTICLE II. STATE ACCOMMODATIONS TAX-ADVISORY COMMITTEE**

**Sec. 26-20. Generally Created.**

The town council shall provide for the use and administration of all monies received from the state accommodations tax program in accordance with S.C. Code 1976, § 6-4-5 et seq. There is hereby created the Town of Seabrook Island Accommodations Tax Advisory Committee.

**Sec. 26-21. State Accommodations Tax Advisory Committee Composition; terms; vacancy.**

(a) *Established; powers and duties.* The Seabrook Island State Accommodations Tax Advisory Committee is hereby established. The committee is charged with the following powers and duties:

- (1) To make recommendations to the town council concerning the expenditure of revenues generated by the state accommodations tax, consistent with the requirements of state law;
- (2) To adopt general guidelines, application procedures, and such other rules as may be necessary to perform its designated functions;
- (3) To annually receive, review, and consider funding requests from eligible agencies, departments, entities, and organizations;
- (4) To annually provide written recommendations to town council on the awarding of funds from the special fund used for tourism related expenditures (“65% funds”), consistent with the requirements of state law;
- (5) To annually provide written recommendations to town council on the awarding of funds from the special fund used for advertising and promotion (“30% funds), consistent with the requirements of state law;
- (6) To elect a chairperson from its membership; and

(7) To perform such other duties as may be assigned or requested by town council.

(b) *Membership.* The State Accommodations Tax Advisory Committee shall consist of seven (7) members. At least four (4) members shall be selected from the town's hospitality industry, and at least two (2) of the hospitality industry members shall be selected from the lodging industry. One (1) member shall represent the cultural organizations of the town. Members shall be nominated by the mayor and appointed by a majority vote of town council. All members shall serve for a term of two (2) years commencing on January 1<sup>st</sup> of odd numbered years and expiring on December 31<sup>st</sup> of the following year. Any member who resigns prior to the expiration of his or her term shall do so in writing to the town clerk/treasurer. Any member may be removed for cause by a majority vote of the town council. A vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment. All members shall serve without compensation.

(c) *Meetings; quorum; rules of order; voting.* The State Accommodations Tax Advisory Committee shall meet at least once per year at a date and time scheduled by the chair or a majority of the committee's membership. All meetings shall be held at Town Hall, unless otherwise advertised, and shall be open to the public. At least four (4) members must be present to constitute a quorum, and no official business may be conducted without a quorum present. Except as otherwise required by state law or town ordinance, all proceedings of the committee shall be governed by Robert's Rules of Order. Official decisions or actions by the committee shall require a majority vote of those members present and voting. Proxy votes shall not be permitted. Any member who has a direct or indirect conflict of interest in any matter before the committee shall be disqualified from participating in any discussion or decision related thereto.

(d) *Public notice; public records.* Public notice shall be given for each meeting pursuant to S.C. Code 1976, § 30-4-80. The town clerk/treasurer shall prepare an agenda containing the date, time, and location of each meeting, as well as a list of items for action and/or discussion. The town clerk/treasurer shall act as secretary to the committee and shall prepare and keep written minutes of all committee meetings. Unless exempt by state law, all records of the State Accommodations Tax Advisory Committee are deemed public records and shall be made available for inspection upon request.

~~(a) The accommodations tax advisory committee shall be composed of seven members. Four members shall be employees of, have a financial interest in, or otherwise represent the town's hospitality industry. One member shall represent the cultural organizations of the town.~~

~~(b) Members shall be appointed by the town council and serve for a term of two years; provided that upon the creation of a vacancy on the committee, the replacement member shall fill the unexpired term of the member he has replaced. All terms shall end on December 31 of the appropriate year.~~

**Secs. 26-22—26-39. Reserved Powers and duties.**

~~(a) The accommodations tax advisory committee shall be an advisory committee to the town~~

~~council, and shall make recommendations to the town council concerning the expenditure of revenues received by the town which have been generated from the accommodations tax, consistent with the requirements of state law.~~

~~(b) The committee shall:~~

~~(1) Elect a chairperson and secretary from its membership;~~

~~(2) Make such rules as are necessary to perform its designated function;~~

~~(3) Advertise its meetings by placing a notice on the official town bulletin board at least 24 hours prior to each meeting;~~

~~(4) Keep minutes of all meetings; and~~

~~(5) Meet as often as necessary to perform its designated function but no less than once per year.~~

~~(c) Upon the town council's request, the committee shall meet to consider and make recommendations concerning any matter within its purview, as set forth in subsections (a) and (b) of this section.~~

#### ~~Sec. 26-23. Compensation.~~

~~Members will serve without compensation.~~

### ARTICLE III. LOCAL ACCOMMODATIONS TAX

#### Sec. 26-40. Definitions.

For the purpose of this article, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

(A) *Accommodation.* Any room (excluding meeting and conference rooms), campground space, recreational vehicle space, lodging, or other sleeping accommodation within the town which is furnished to renters by a host in return for consideration.

(B) *Host.* A person or entity who furnishes an accommodation to renters in return for consideration. A host may include, but is not limited to, the owner or manager of any hotel, motel, inn, condominium, bed and breakfast, residence, short-term rental unit, or any other place in which rooms, lodgings, or sleeping accommodations are provided.

(C) *Local accommodations tax.* A tax on the gross proceeds derived from the rental of accommodations furnished to renters as provided in S.C. Code 1976, § 12-36-920(A) and which is imposed on every person or entity engaged in the business of furnishing accommodations to renters for consideration.

(D) *Renter.* Any person or persons who rents a temporary accommodation within the town for a

term of thirty (30) continuous days or less in return for consideration.

**Sec. 26-41. Local accommodations tax.**

(A) A local accommodations tax equal to one percent (1%) is hereby imposed on the gross proceeds derived from the rental of any accommodation furnished to renters within the town.

(B) The gross proceeds received from the rental of an accommodation to the same renter for a term of more than thirty (30) continuous days shall not be subject to the local accommodations tax imposed by this article.

**Sec. 26-42. Collection and payment of local accommodations tax.**

(A) Payment of the local accommodations tax established herein shall be the liability of the renter. The fee shall be collected by the host at the time the accommodation is furnished.

(B) The local accommodations tax must be remitted to the town on a monthly basis when the estimated amount of average tax is more than fifty dollars (\$50.00) per month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars (\$25.00) to fifty dollars (\$50.00) per month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars (\$25.00) per month.

(C) The town administrator shall promulgate a form of return which shall be utilized by hosts to calculate the amount of local accommodations tax collected and due to the town. This form shall contain a sworn declaration from the host as to the correctness of any information contained therein.

(D) The host shall return the completed form and the local accommodations tax due for the preceding period no later than the twentieth (20<sup>th</sup>) day of the following month. Payments which are made or postmarked after the twentieth (20<sup>th</sup>) shall be subject to late penalties, as specified in Sec. 26-47(B).

(E) In the event the town elects to contract with Charleston County or another political subdivision of the state for the administration and enforcement of all or part of this article, all payments which are due and payable to the town shall instead be paid to the authorized agent, subject to the same requirements prescribed herein.

**Sec. 26-43. Agents required to report when rental property listing dropped.**

Real estate agents, brokers, corporations, or listing services required to remit taxes under this section must notify the town, or it's authorized agent, if any rental property, previously listed by them, is dropped from their listings.

**Sec. 26-44. Local accommodations tax fund.**

All proceeds from the local accommodations tax shall be deposited into a restricted account known as the "local accommodations tax fund," which shall be maintained separately from the

town's general fund. All interest generated by the local accommodations tax fund shall be credited to the local accommodations tax fund.

**Sec. 26-45. Inspections, audits, and financial records.**

- (a) For the purpose of enforcing the provisions of this ordinance, the town administrator, his or her designee, or any other authorized agent of the town, is empowered to enter upon the premises of any host, subject to the provisions of this article, to make inspections and to examine and audit books and records. It shall be unlawful for any host to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the host has filed false information, the costs of the audit shall be added to the total amount due, plus any applicable late penalties and other penalties provided herein. Each day of failure to pay the proper amount of the local accommodations tax shall constitute a separate offense.
- (b) The amount of local accommodations taxes paid or due, the gross income reported, and the results of any inspection or audit, for any individual host shall not be deemed public records and shall not be released without written consent of the host, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classification and other non-identifying information may be deemed public records, as required by law.

**Sec. 26-46. Use of funds.**

- (A) The revenue generated by the local accommodations tax must be used exclusively for the following purposes:
- (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
  - (2) tourism-related cultural, recreational, or historic facilities;
  - (3) beach access, renourishment, or other tourism-related lands and water access;
  - (4) highways, roads, streets, and bridges providing access to tourist destinations;
  - (5) advertisements and promotions related to tourism development; or
  - (6) water and sewer infrastructure to serve tourism-related demand.
  - (7) operation and maintenance of those items provided in paragraphs (1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

**Sec. 26-47. Violations and penalties.**

- (A) It shall be a violation of this article to:
- (1) Fail to collect the local accommodations tax imposed by this article;



- (2) Fail to remit local accommodations tax collections as required by this article;
  - (3) Knowingly provide false, inaccurate, or misleading information on the form of return or in connection with any inspection, examination, or audit conducted pursuant to this article; and
  - (4) Fail to provide access to business and financial books and records to the town or its duly authorized agents for the purpose of an audit upon 24 hours' written notice.
- (B) Delinquent payments shall be subject to a late penalty of five percent (5%) per month, or fraction thereof. The late penalty shall be charged on the original amount of the local accommodations tax due, up to a maximum of one hundred percent (100%).
- (C) Any person violating any provision of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days, or both. Punishment for violations shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this article.

**Secs. 26-48—26-59. Reserved.**

#### **ARTICLE IV. FAIRNESS IN LODGING ACT COMPLIANCE**

**Sec. 26-60. Findings.**

(A) The Town Council finds that:

- (1) Providing lodging accommodations for tourists is a major business in the Town of Seabrook Island and State of South Carolina;
- (2) There are instances where individuals who rent residential accommodations to tourists are failing to collect and remit the local accommodations tax imposed pursuant to Article III this chapter and the state sales tax on accommodations imposed pursuant to S.C. Code 1976, § 12-36-920;
- (3) Those who fail to collect and remit local and state accommodations taxes are competing unfairly against those who dutifully meet these legal obligations; and
- (4) By the enactment of the “Fairness in Lodging Act,” the state legislature provides municipalities and counties with an option to exercise additional enforcement authority with respect to these taxes and to engage in active cooperation with the South Carolina Department of Revenue in data sharing, to provide comprehensive enforcement of the applicable accommodations tax laws so as to promote a more equal competitive playing field for those engaged in the business of renting accommodations to tourists.

**Sec. 26-61. Implementation; applicability.**

(A) The town council hereby implements the provisions of Title 6, Chapter 1, Article 8, of the S.C. Code of Laws 1976, also known as the “Fairness in Lodging Act.”

(B) The provisions of this article do not apply to any residential real property lawfully assessed for property tax purposes pursuant to S.C. Code 1976, § 12-43-220(c), when all rental income on the property is not included in gross income for federal income tax purposes pursuant to Internal Revenue Code Section 280A(g).

**Sec. 26-62. Sharing of data; notices in annual property tax notices; civil penalties.**

(A) The town administrator, his or her designee, or any other authorized agent of the town shall be authorized to share returns, copies of returns, and other documents filed with or otherwise available to the town or its authorized agent with the South Carolina Department of Revenue when such data may be helpful in determining possible instances of noncompliance.

(B) The town administrator shall include, or cause to be included, notices in annual property tax notices for parcels of residential real property assessed for property tax purposes pursuant to S.C. Code 1976, § 12-43-220(c). These notices must provide details of local accommodations tax and state sales tax on accommodations required to be paid by persons renting residential real property to tourists within the town and the intention of the implementing jurisdiction to vigorously to enforce these requirements. Details must include specific information on obtaining additional information with respect to these requirements and the names, addresses, and telephone numbers of officials of implementing jurisdictions that are able to answer questions, provide forms, and assist in compliance. The town administrator shall be authorized to reimburse Charleston County for extra expenses incurred by the county in providing these notices.

(C) In addition to other penalties authorized by Sec. 26-47(B) and (C), the town may impose, with respect to a single rental property, a one-time civil penalty for noncompliance for failure to collect and remit local accommodations tax of not less than five hundred dollars (\$500.00) nor more than two thousand dollars (\$2,000.00) for each seven days the property was rented. This additional penalty may not be imposed unless the owner has received the notice provided pursuant to subsection (B). For purposes of enforcement and collection, this penalty is deemed property tax on the rental property.

**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. Notice to S.C. Department of Revenue.**

The Town Clerk shall provide a certified copy of this ordinance to the Director of the South Carolina Department of Revenue, as required by S.C. Code 1976, § 6-1-815(A).

**SECTION 5. Effective Date.**

This ordinance shall be effective from and after January 1, 2023.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2022, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2022.

First Reading:  
Public Hearing:  
Second Reading:

TOWN OF SEABROOK ISLAND

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

ATTEST

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

TOWN OF SEABROOK ISLAND  
LOCAL ACCOMMODATIONS TAX  
COLLECTION AGREEMENT

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Seabrook Island (hereinafter referred to as the "Town") and the County of Charleston (hereinafter referred to as the "County").

In consideration of the mutual promises contained herein, the parties agree that the County, through its Revenue Collections Department, will collect and enforce the Town's One Percent (1%) Local Accommodations Tax Ordinance, and each party's duties will be governed by the terms and conditions set forth herein:

1. Duties and responsibilities of the County

The County shall:

- (a) Collect and enforce the Town's One Percent (1%) Local Accommodations Tax in the same (or similar) manner that it collects and enforces the County's Two Percent (2%) Local Accommodations Fee;
- (b) Remit to the Town by the fifteenth (15<sup>th</sup>) day of each month all of the funds collected from the Town's One Percent (1%) Local Accommodations Tax during the preceding calendar month, along with a detailed accounting of the receipts;
- (c) Provide any reports or documents requested by the Town to monitor procedures, verify accuracy, and ensure compliance with the requirements of the Town's ordinance; and
- (d) Provide timely notification to the Town of any accounts which are delinquent by more than sixty (60) days.

2. Duties and responsibilities of the Town

The Town shall:

- (a) No later than November 1<sup>st</sup> of each year, provide the County with a list of all accommodations which are subject to the Town's One Percent (1%) Local Accommodations Tax Ordinance;
- (b) Notify the County on a monthly basis of any additions, deletions, and/or modifications to the list provided in paragraph (a);
- (c) Conduct code enforcement action against non-paying and delinquent accounts;
- (d) Conduct legal processing for accounts deemed uncollectible by the County; and

(e) Compensate the County one half of one percent (0.5%) of the gross collections to offset the County's costs of collecting and enforcing the Town's One Percent (1%) Local Accommodations Tax Ordinance.

3. Termination

Either party may terminate this agreement by giving written notice, at the address set forth below, to the other party at least ninety (90) days prior to the effective date of such termination. Upon termination of this contract, the obligation of both parties to perform the duties specified herein shall forthwith cease. Termination under this section shall be considered termination for convenience and the terminating party shall not be entitled to damages, with the exception of any unpaid fees such as "handling fees," and "court fees," etc.

4. Notices

Any notice required of one party to the other under this agreement shall be deemed given upon request of written notice in the U.S. mail to the following address:

To the Town:

Joseph M. Cronin  
Seabrook Island Town Administrator  
2001 Seabrook Island Road  
Seabrook Island, SC 29455

To the County

Bill Tuten  
Charleston County Administrator  
4045 Bridge View Drive  
North Charleston, SC 29405

5. Modification

This agreement constitutes the entire understanding and agreement between the parties; no amendment or modification changing its scope shall have any force or effect unless made in writing and signed by both parties.

6. Successors and Assigns

This agreement and all covenants thereof shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

7. Severance

Should any part of this agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this agreement as a whole invalid.

IN WITNESS WHEREOF, the parties hereto by their authorized representative have signed, sealed, and delivered this agreement at Charleston, South Carolina, on the day and year written above.

WITNESSES:

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John Gregg  
Mayor, Town of Seabrook Island

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Bill Tuten  
Charleston County Administrator

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2022-06**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE DEVELOPMENT STANDARDS ORDINANCE FOR THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA; APPENDIX E, FEE SCHEDULE; SO AS TO AMEND THE FEE SCHEDULE FOR VARIOUS APPLICATION AND SERVICE FEES**

**WHEREAS**, Appendix E to the Development Standards Ordinance for the Town of Seabrook Island (hereafter, the “DSO”) establishes a schedule of fees (hereafter, the “Fee Schedule”) for various activities which are subject to prior review and approval by the Town pursuant to the requirements of the DSO; and

**WHEREAS**, in reviewing and updating its Fee Schedule, the Mayor and Council considered the Town’s actual costs of providing such services, including, but not limited to: personnel, equipment, operating expenses, professional consultants, public meeting costs, public notice, supplies and transportation; and

**WHEREAS**, as part of the review process, the Town also reviewed the current fee schedules of Charleston County and neighboring municipalities; and

**WHEREAS**, the Mayor and Council for the Town of Seabrook Island believe that amending the Fee Schedule is in the best interest of the town and will provide for efficient and effective administration and enforcement of the requirements contained within the DSO; and

**WHEREAS**, as required by law, the Town of Seabrook Island Planning Commission reviewed the proposed amendments during a regularly scheduled meeting on October 12, 2022, at which time members of the Planning Commission recommended \_\_\_\_\_; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on the proposed amendments during a duly called meeting on October 25, 2022, with public input duly noted;

**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. Amending Appendix E to the DSO.** The Development Standards Ordinance for the Town of Seabrook Island, South Carolina; Appendix E, Fee Schedule; is hereby amended so as to repeal and replace the existing Appendix E in its entirety with a new Appendix E, a copy of which is attached hereto as “Exhibit A.” The attached “Exhibit A” is hereby adopted by reference as if fully set forth within this section.

**SECTION 2. Severability.**

If any part 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 January 1, 2023.

**SIGNED AND SEALED** this \_\_\_ day of \_\_\_\_\_, 2022, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_ day of \_\_\_\_\_, 2022.

First Reading:  
Public Hearing:  
Second Reading:

TOWN OF SEABROOK ISLAND

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

ATTEST

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



**Fee Schedule**

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**APPENDIX  
E**

**Town of Seabrook Island**  
Development Standards Ordinance



## Fee Schedule

<b>Table E-1. Fee Schedule</b>	
Service	Fee Amount
<b>Zoning Permit Fees (Including Site Plan Review)</b>	
<b>A. Residential Zoning Permit: Single-Family, Two-Family &amp; Cluster Home Dwellings</b>	
1. New Construction	Construction Value <sup>1</sup> x 0.15% (Min. \$350.00)
2. Addition or Modification to Principal Structure	\$250.00
3. Renovation (No Change to Building Footprint)	
a. ≤ 50% Building Fair Market Value (Minor)	\$50.00
b. > 50% Building Fair Market Value (Major)	\$250.00
4. Minor Repairs & Maintenance <sup>2</sup>	No Charge
5. Accessory Building, Structure or Site Improvement <sup>3</sup>	
a. ≤ 150 Sq Ft	\$50.00
b. > 150 Sq Ft	\$150.00
6. Accessory Dwelling Unit	\$350.00
<b>B. Residential Zoning Permit: Townhome &amp; Multi-Family Dwellings</b>	
1. New Construction	Construction Value <sup>1</sup> x 0.15% (Min. \$500.00)
2. Addition or Modification to Principal Structure	
a. < 10% Current Floor Area (Max. 5,000 Sq Ft)	\$250.00
b. ≥ 10% Current Floor Area (Or 5,000+ Sq Ft)	\$400.00
3. Renovation (No Change to Building Footprint)	
a. Single-Unit Renovation (≤ 50% Building FMV)	\$50.00
b. ≤ 50% Building Fair Market Value (Minor)	\$250.00
c. > 50% Building Fair Market Value (Major)	\$400.00
4. Minor Repairs & Maintenance <sup>2</sup>	No Charge
5. Accessory Building, Structure or Site Improvement <sup>3</sup>	
a. Single-Unit Accessory Structure (≤ 150 Sq Ft)	\$50.00
b. Single-Unit Accessory Structure (151-600 Sq Ft)	\$150.00
c. ≤ 600 Sq Ft (Administrative Review)	\$250.00
d. > 600 Sq Ft (Planning Commission Review)	\$400.00
6. Parking Lot Construction / Expansion (No Building)	\$400.00
<b>C. Non-Residential Zoning Permit</b>	
1. New Construction	Construction Value <sup>1</sup> x 0.15% (Min. \$500.00)
2. Addition or Modification to Principal Structure	
a. < 10% Current Floor Area (Max. 5,000 Sq Ft)	\$250.00
b. ≥ 10% Current Floor Area (Or 5,000+ Sq Ft)	\$400.00
3. Renovation/Upfit (No Change to Building Footprint)	
a. ≤ 50% Building Fair Market Value (Minor)	\$250.00
b. > 50% Building Fair Market Value (Major)	\$400.00
4. Minor Repairs & Maintenance <sup>2</sup>	No Charge
5. Accessory Building, Structure or Site Improvement <sup>3</sup>	
a. ≤ 600 Sq Ft (Administrative Review)	\$250.00
b. > 600 Sq Ft (Planning Commission Review)	\$400.00
6. Parking Lot Construction / Expansion (No Building)	\$400.00
7. Wireless Communication Towers and Antennae	
a. New Wireless Communications Tower	\$2,500.00
b. New/Replacement Antenna Installation	\$250.00

<b>Table E-1. Fee Schedule</b>	
<b>D. Change of Use / Occupancy Permit</b>	
1. Change of Use / Occupancy Permit	\$100.00
<b>E. Home Occupation Permit</b>	
1. Home Occupation Permit	\$50.00
<b>F. Short-Term Rental Permit</b>	
1. Short-Term Rental Permit - New	\$450.00
2. Short-Term Rental Permit - Renewal	\$450.00
3. Modification of Existing Short-Term Rental Permit	
a. Change of Owner, Agent or Local Contact	\$25.00
b. All Other Modifications	\$100.00
4. Reinstatement of Suspended Short-Term Rental Permit	\$225.00
5. Late Application Fee (If Received After Renewal Deadline or Commenced Renting Prior to Issuance)	
a. ≤ 31 Days Late	Permit Fee + \$150.00
b. 32-61 Days Late	Permit Fee + \$300.00
c. > 61 Days Late	Permit Fee + \$450.00
<b>G. Temporary Use Permit</b>	
1. Uses, Events & Activities ≤ 10 Days in Duration	\$50.00
2. Uses, Events & Activities > 10 Days in Duration	\$100.00
3. Permit Renewal (Administrative Review)	\$25.00
<b>H. Sign Permit</b>	
1. Freestanding Sign	\$100.00
2. Building Sign (Awning, Door, Wall, Window, etc.)	\$50.00
3. Reface or Repair of Existing Sign	\$30.00
4. Temporary Sign	\$15.00
<b>I. Tree Removal Permits</b>	
1. Protected Tree Removal Permit	\$50.00 Per Tree
2. Post Facto Tree Removal Permit	\$500.00 Per Tree
3. Payment in Lieu of Mitigation	150% of Actual Replacement Cost of the Species to be Removed (Min. 6" Caliper)
<b>J. Post Facto Surcharge</b>	
A "Post Facto Surcharge" equal to 100% of the permit amount shall be assessed in instances where work has commenced prior to obtaining a required permit. This surcharge shall be in addition to any other fines penalties which may be assessed, if applicable. The surcharge shall not apply to Short-Term Rental Permits, which are subject to the Late Application Fee, or Tree Removal Permits, which are subject to a separate post facto fee.	
<b>Building Permit and Inspection Fees</b>	
<b>A. Building Permits &amp; Inspections (Charleston County)</b>	
Pursuant to Section 6-2 of the Town Code, all fees imposed by Charleston County for permitting and inspection services are adopted by reference and shall be paid directly to the County.	
<b>Subdivision Plat Review and Recording Fees</b>	
<b>A. Plat Review Fees</b>	
1. Exempt Plat	\$75.00
2. Preliminary Plat	
a. Minor Subdivision (≤ 10 Lots)	\$500.00
b. Major Subdivision (> 10 Lots)	\$500.00 + \$20.00 Per Lot
3. Final Plat	
a. Minor Subdivision (≤ 10 Lots)	\$250.00

<b>Table E-1. Fee Schedule</b>	
b. Major Subdivision (> 10 Lots)	\$250.00 + \$10.00 Per Lot
<b>B. Recording Fees</b>	
1. Plat Recording Fee	\$100.00 + \$25.00 Per Page
<b>Boundary, Map and Text Amendment Fees</b>	
<b>A. Boundary Amendments</b>	
1. Application for Annexation	\$250.00
<b>B. Map Amendments (Rezoning)</b>	
1. Application for Rezoning / Zoning Upon Annexation	
a. CP Zoning Designation	No Charge
b. All Zoning Designations Except CP and MU	\$350.00
c. MU Zoning Designation	\$1,500.00
<b>Board and Commission Review Fees</b>	
<b>A. Board of Zoning Appeals</b>	
1. Application for Appeal of Administrative Decision	\$250.00 <sup>4</sup>
2. Application for Special Exception	\$500.00
3. Application for Variance	\$500.00
<b>B. Planning Commission</b>	
1. Application for Address Change	\$50.00
2. Application for Appeal of Administrative Decision	\$250.00 <sup>4</sup>
3. Application for Encroachment Permit (Curb Cut)	
a. New Curb Cut	\$500.00
b. Modification of Existing Curb Cut	\$250.00
4. Application for Street Name Change	\$250.00
<b>Other Services</b>	
<b>A. Copies (Printed)</b>	
1. Comprehensive Plan (Color Copy)	\$25.00
2. Development Standards Ordinance (Color Copy)	\$65.00
3. Zoning Map (Large Color Copy)	\$35.00
4. Standard Copies: Black & White	
a. 8.5 inches x 11 inches	\$0.10 Per Page
b. 11 inches x 17 inches	\$0.20 Per Page
5. Standard Copies: Color	
a. 8.5 inches x 11 inches	\$0.25 Per Page
b. 11 inches x 17 inches	\$0.50 Per Page
<b>B. Field Verification Fee</b>	
1. At the Zoning Administrator's discretion, a field verification fee may be charged in lieu of submitting a property survey in instances when the Zoning Administrator reasonably believes that compliance may be determined by field verification.	\$75.00 Per Hour (One Hour Minimum)
<b>C. Outside Professional Services &amp; Consultants</b>	
1. The Zoning Administrator may engage outside professional service providers and consultants (such as architects, attorneys, engineers and other professionals) when such services are deemed necessary to review or evaluate an application or request.	Actual Cost + 10% Administrative Fee
<b>D. Verification Letters</b>	
1. Flood Zone Verification Letter	\$35.00
2. Zoning District Verification Letter	\$35.00

- <sup>1</sup> The valuation of any proposed construction will be based on the greater of the following: 1) the actual contract price indicated on the permit application or 2) the value calculated using the most recent "Square Foot Construction Cost Table," as published by the International Code Council (ICC).
- <sup>2</sup> For purposes of this fee schedule, "minor repairs and maintenance" generally includes service, repairs, and maintenance to existing structures and building systems. (A zoning permit will generally be required for all new installations, modifications and replacements of such structures and systems.)
- <sup>3</sup> For purposes of this fee schedule, "accessory building, structure or site improvement" includes the following:
- Air conditioning and mechanical equipment (including associated stands);
  - Awnings;
  - Boardwalks and walkovers;
  - Detached garages and carports;
  - Docks;
  - Driveways and walkways;
  - Elevators and lifts;
  - Equipment stands;
  - Fences and walls (including retaining walls);
  - Fire pits;
  - Generators;
  - Outdoor showers;
  - Patios;
  - Playgrounds and play systems;
  - Propane tanks (above and below ground);
  - Ramps;
  - Sheds;
  - Swimming pools and spas;
  - Uncovered decks, stairways and stoops; and
  - Similar structures which are customarily incidental and subordinate to a principal building and located on the same lot as the principal building or use.
- <sup>4</sup> The application fee for the appeal of an administrative decision shall be refundable if the appeal is successful.

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2022-06**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE DEVELOPMENT STANDARDS ORDINANCE FOR THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA; APPENDIX E, FEE SCHEDULE; SO AS TO AMEND THE FEE SCHEDULE FOR VARIOUS APPLICATION AND SERVICE FEES**

**WHEREAS**, Appendix E to the Development Standards Ordinance for the Town of Seabrook Island (hereafter, the “DSO”) establishes a schedule of fees (hereafter, the “Fee Schedule”) for various activities which are subject to prior review and approval by the Town pursuant to the requirements of the DSO; and

**WHEREAS**, in reviewing and updating its Fee Schedule, the Mayor and Council considered the Town’s actual costs of providing such services, including, but not limited to: personnel, equipment, operating expenses, professional consultants, public meeting costs, public notice, supplies and transportation; and

**WHEREAS**, as part of the review process, the Town also reviewed the current fee schedules of Charleston County and neighboring municipalities; and

**WHEREAS**, the Mayor and Council for the Town of Seabrook Island believe that amending the Fee Schedule is in the best interest of the town and will provide for efficient and effective administration and enforcement of the requirements contained within the DSO; and

**WHEREAS**, as required by law, the Town of Seabrook Island Planning Commission reviewed the proposed amendments during a regularly scheduled meeting on October 12, 2022, at which time members of the Planning Commission recommended \_\_\_\_\_; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on the proposed amendments during a duly called meeting on October 25, 2022, with public input duly noted;

**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. Amending Appendix E to the DSO.** The Development Standards Ordinance for the Town of Seabrook Island, South Carolina; Appendix E, Fee Schedule; is hereby amended so as to repeal and replace the existing Appendix E in its entirety with a new Appendix E, a copy of which is attached hereto as “Exhibit A.” The attached “Exhibit A” is hereby adopted by reference as if fully set forth within this section.

**SECTION 2. Severability.**

If any part 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 January 1, 2023.

**SIGNED AND SEALED** this \_\_\_ day of \_\_\_\_\_, 2022, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_ day of \_\_\_\_\_, 2022.

First Reading:  
Public Hearing:  
Second Reading:

TOWN OF SEABROOK ISLAND

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

ATTEST

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

**Fee Schedule**

---

**APPENDIX  
E**

**Town of Seabrook Island**  
Development Standards Ordinance





## Fee Schedule

<b>Table E-1. Fee Schedule</b>	
Service	Fee Amount
<b>Zoning Permit Fees (Including Site Plan Review)</b>	
<b>A. Residential Zoning Permit: Single-Family, <del>Duplex</del>Two-Family &amp; Cluster Home Dwellings</b>	
1. New Construction	<del>\$200.00</del> <u>Construction Value<sup>1</sup> x 0.15%</u> (Min. \$350.00)
2. Addition <u>or Modification to Principal Structure</u>	<del>\$150.00</del> <u>\$250.00</u>
3. <u>Renovation (No Change to Building Footprint)</u>	
a. <u>≤ 50% Building Fair Market Value (Minor)Major Renovation (&gt; 50% Fair Market Value)</u>	<del>\$200.00</del> <u>\$50.00</u>
b. <u>&gt; 50% Building Fair Market Value (Major)Minor Renovation (≤ 50% Fair Market Value)</u>	<del>\$25.00</del> <u>\$250.00</u>
4. Minor Repairs & Maintenance <sup>2+</sup>	No Charge
5. <u>Accessory Building, Structure or Site Improvement</u> <sup>32</sup>	
a. <u>≤ 150 Sq Ft</u>	<u>\$50.00</u>
b. <u>&gt; 150 Sq Ft</u>	<u>\$150.00</u>
6. <u>Accessory Dwelling Unit</u>	<u>\$350.00</u>
<b>B. Residential Zoning Permit: <del>Townhome</del> &amp; Multi-Family Dwellings</b>	
1. New Construction	<del>\$350.00</del> <u>Construction Value<sup>1</sup> x 0.15%</u> (Min. \$500.00)
2. Addition <u>or Modification to Principal Structure</u>	<del>\$250.00</del>
a. <u>&lt; 10% Current Floor Area (Max. 5,000 Sq Ft)</u>	<u>\$250.00</u>
b. <u>≥ 10% Current Floor Area (Or 5,000+ Sq Ft)</u>	<u>\$400.00</u>
3. <del>Major</del> <u>Renovation (No Change to Building Footprint) (&gt; 50% Fair Market Value)</u>	
a. <u>Single-Unit Renovation (≤ 50% Building FMV)</u>	<u>\$50.00</u>
<b>a-b.</b> <u>≤ 50% Building Fair Market Value (Minor)Administrative Review Only</u>	<u>\$250.00</u>
<b>b-c.</b> <u>&gt; 50% Building Fair Market Value (Major)Planning Commission Review</u>	<del>\$350.00</del> <u>\$400.00</u>
4. <del>Minor Renovation (≤ 50% Fair Market Value)</del>	
a. <del>Administrative Review Only</del>	<del>\$25.00</del>
b. <del>Planning Commission Review</del>	<del>\$150.00</del>
5. <del>4.</del> Minor Repairs & Maintenance <sup>2+</sup>	No Charge
5. <u>Accessory Building, Structure or Site Improvement</u> <sup>32</sup>	
a. <u>Single-Unit Accessory Structure (≤ 150 Sq Ft)</u>	<u>\$50.00</u>
b. <u>Single-Unit Accessory Structure (151-600 Sq Ft)</u>	<u>\$150.00</u>
c. <u>≤ 600 Sq Ft (Administrative Review)</u>	<u>\$250.00</u>
d. <u>&gt; 600 Sq Ft (Planning Commission Review)</u>	<u>\$400.00</u>
6. <u>Parking Lot Construction / Expansion (No Building)</u>	<u>\$400.00</u>
<b>C. Non-Residential Zoning Permit</b>	
1. New Construction	<del>\$350.00</del> <u>Construction Value<sup>1</sup> x 0.15%</u> (Min. \$500.00)
2. Addition <u>or Modification to Principal Structure</u>	<del>\$250.00</del>
a. <u>&lt; 10% Current Floor Area (Max. 5,000 Sq Ft)</u>	<u>\$250.00</u>

<b>Table E-1. Fee Schedule</b>	
b. <u>≥ 10% Current Floor Area (Or 5,000+ Sq Ft)</u>	<u>\$400.00</u>
3. <u>Major Renovation/Upfit (No Change to Building Footprint) (&gt; 50% Fair Market Value)</u>	
a. <u>≤ 50% Building Fair Market Value (Minor) Administrative Review Only</u>	<del>\$250.00</del> <u>\$250.00</u>
b. <u>&gt; 50% Building Fair Market Value (Major) Planning Commission Review</u>	<del>\$350.00</del> <u>\$400.00</u>
4. <u>Minor Renovation/Upfit (≤ 50% Fair Market Value)</u>	
a. <u>Administrative Review Only</u>	<del>\$25.00</del>
b. <u>Planning Commission Review</u>	<del>\$150.00</del>
5.4. <u>Minor Repairs &amp; Maintenance</u> <sup>21</sup>	No Charge
5. <u>Accessory Building, Structure or Site Improvement</u> <sup>32</sup>	
a. <u>≤ 600 Sq Ft (Administrative Review)</u>	<u>\$250.00</u>
b. <u>&gt; 600 Sq Ft (Planning Commission Review)</u>	<u>\$400.00</u>
6. <u>Parking Lot Construction / Expansion (No Building)</u>	<u>\$400.00</u>
6.7. <u>Wireless Communication Towers and Antennae</u>	
a. <u>New Wireless Communications Tower</u>	<del>\$1,000.00</del> <u>\$2,500.00</u>
b. <u>New/Replacement Antenna Installation</u>	<del>\$100.00</del> <u>\$250.00</u>
<b>D. Accessory Use / Structure Permit</b>	
1. <u>HVAC equipment and associated stands; generator equipment and associated stands; uncovered decks; patios and steps; boardwalks and docks; driveways and walkways; swimming pools and spas; fire pits; retaining walls; fences; propane tanks; and similar structures.</u>	<u>\$50.00</u>
<b>E.D. Change of Use / Occupancy Permit</b>	
1. <u>Change of Use / Occupancy Permit</u>	<del>\$50.00</del> <u>\$100.00</u>
<b>F.E. Home Occupation Permit</b>	
1. <u>Home Occupation Permit</u>	<del>\$25.00</del> <u>\$50.00</u>
<b>G.F. Short-Term Rental Permit</b>	
1. <u>Short-Term Rental Permit - New</u>	<del>\$250.00</del> <u>\$450.00</u>
2. <u>Short-Term Rental Permit - Renewal</u>	<del>\$250.00</del> <u>\$450.00</u>
3. <u>Modification of Existing Short-Term Rental Permit</u>	
a. <u>Change of Owner, Agent or Local Contact</u>	<u>\$25.00</u>
b. <u>All Other Modifications</u>	<u>\$100.00</u>
4. <u>Reinstatement of Suspended Short-Term Rental Permit</u>	<del>\$125.00</del> <u>\$225.00</u>
5. <u>Late Application Fee (If Received After Renewal Deadline or Commenced Renting Prior to Issuance)</u>	<del>\$100.00</del>
a. <u>≤ 31 Days Late</u>	<u>Permit Fee + \$150.00</u>
b. <u>32-61 Days Late</u>	<u>Permit Fee + \$300.00</u>
c. <u>&gt; 61 Days Late</u>	<u>Permit Fee + \$450.00</u>
<b>H.G. Temporary Use Permit</b>	
1. <u>Uses, Events &amp; Activities ≤ 10 Days in Duration</u>	<del>\$35.00</del> <u>\$50.00</u>
2. <u>Uses, Events &amp; Activities &gt; 10 Days in Duration</u>	<u>\$100.00</u>
3. <u>Temporary Use Permit Renewal (Administrative Review)</u>	<del>\$35.00</del> <u>\$25.00</u>
<b>I.H. Sign Permit</b>	
1. <u>Freestanding Sign</u>	<del>\$20.00</del> <u>+\$1.00 Per Sq. Foot</u> <u>\$100.00</u>
2. <u>Building Sign (Awning, Door, Wall, Window, etc.)</u>	<del>\$20.00</del> <u>\$50.00</u>

<b>Table E-1. Fee Schedule</b>	
3. Reface or Repair of Existing Sign	<del>\$20.00</del> <u>\$30.00</u>
4. Temporary Sign	<del>\$10.00</del> <u>\$15.00</u>
<b>J.I. Tree Removal Permits</b>	
1. Protected Tree Removal Permit	<del>\$25.00</del> <u>\$50.00</u> Per Tree
2. Post Facto Tree Removal Permit	<del>\$250.00</del> <u>\$500.00</u> Per Tree
3. <u>Payment in Lieu of Mitigation</u>	<u>150% of Actual Replacement Cost of the Species to be Removed (Min. 6" Caliper)</u>
<b>K.J. Post Facto Surcharge</b>	
A "Post Facto Surcharge" equal to 100% of the permit amount shall be assessed in instances where work has commenced prior to obtaining a required permit. This surcharge shall be in addition to any other fines penalties which may be assessed, if applicable. The surcharge shall not apply to Short-Term Rental Permits, which are subject to the Late Application Fee, or Tree Removal Permits, which are subject to a separate post facto fee.	
<b>Building Permit and Inspection Fees</b>	
<b>A. Building Permits &amp; Inspections (Charleston County)</b>	
Pursuant to Section 6-2 of the Town Code, all fees imposed by Charleston County for permitting and inspection services are adopted by reference and shall be paid directly to the County.	
<b>Subdivision Plat Review and Recording Fees</b>	
<b>A. Plat Review Fees</b>	
1. Exempt Plat	<del>\$50.00</del> <u>\$75.00</u>
2. Preliminary Plat	
a. Minor Subdivision ( $\leq$ 10 Lots)	<del>\$300.00</del> <u>\$500.00</u>
b. Major Subdivision ( $>$ 10 Lots)	<del>\$300.00</del> <u>\$500.00</u> + <del>\$10.00</del> <u>\$20.00</u> Per Lot
3. Final Plat	
a. Minor Subdivision ( $\leq$ 10 Lots)	<del>\$150.00</del> <u>\$250.00</u>
b. Major Subdivision ( $>$ 10 Lots)	<del>\$150.00</del> <u>\$250.00</u> + \$10.00 Per Lot
<b>B. Recording Fees</b>	
1. Plat Recording Fee	\$100.00 + \$25.00 Per Page
<b>Boundary, Map and Text Amendment Fees</b>	
<b>A. Boundary Amendments</b>	
1. Application for Annexation	<u>\$250.00</u>
a. <del>CP Zoning Designation</del>	<del>No Charge</del>
b. <del>All Zoning Designations Except CP and MU</del>	<del>\$250.00</del>
c. <del>MU Zoning Designation</del>	<del>\$1,250.00 + \$10.00 Per Acre</del>
<b>B. Map Amendments (Rezoning)</b>	
1. Application for Rezoning <u>/ Zoning Upon Annexation</u>	
a. CP Zoning Designation	No Charge
b. All Zoning Designations Except CP and MU	<del>\$250.00</del> <u>\$350.00</u>
c. MU Zoning Designation	<del>\$1,250.00</del> <u>\$1,500.00</u> + <del>\$10.00</del> <u>Per Acre</u>
<b>Board and Commission Review Fees Commission Review Fees</b>	
<b>A. Board of Zoning Appeals</b>	
1. Application for Appeal of Administrative Decision	<del>\$150.00</del> <u>\$250.00</u> <sup>4</sup>
2. Application for Special Exception	<del>\$300.00</del> <u>\$500.00</u>
3. Application for Variance	<del>\$300.00</del> <u>\$500.00</u>
<b>B. Planning Commission</b>	

<b>Table E-1. Fee Schedule</b>	
1. Application for Address Change	<del>\$25.00</del> \$50.00
2. Application for Appeal of Administrative Decision	<del>\$150.00</del> \$250.00 <sup>4</sup>
3. Application for Encroachment Permit (Curb Cut)	
a. New Curb Cut	\$500.00
b. Modification of Existing Curb Cut	\$250.00
<del>4. Application for Lot Variance</del>	<del>\$150.00</del>
<del>5.4. Application for Street Name Change</del>	<del>\$150.00 + \$25.00 Per Address</del> \$250.00
<b>Other Services</b>	
<b>A. Copies (Printed)</b>	
1. Comprehensive Plan ( <u>Color Copy</u> )	\$25.00
2. Development Standards Ordinance ( <u>Color Copy</u> )	<del>\$25.00</del> \$65.00
3. Zoning Map (Large <u>Color Copy</u> )	<del>\$25.00</del> \$35.00
4. <u>Standard Copies: Black &amp; White-Copies</u>	
a. 8.5 inches x 11 inches	\$0.10 Per Page
b. 11 inches x 17 inches	\$0.20 Per Page
5. <u>Standard Copies: Color-Copies</u>	
a. 8.5 inches x 11 inches	\$0.25 Per Page
b. 11 inches x 17 inches	\$0.50 Per Page
<b>B. Field Verification Fee</b>	
1. At the Zoning Administrator's discretion, a field verification fee may be charged in lieu of submitting a property survey in instances when the Zoning Administrator reasonably believes that compliance may be determined by field verification.	\$75.00 <u>Per Hour</u> <u>(One Hour Minimum)</u>
<b>C. Outside Professional Services &amp; Consultants</b>	
1. The Zoning Administrator may engage outside professional service providers and consultants (such as architects, attorneys, engineers and other professionals) when such services are deemed necessary to review or evaluate an application or request.	Actual Cost + 10% Administrative Fee
<b>D. Verification Letters</b>	
1. Flood Zone Verification Letter	<del>\$20.00</del> \$35.00
2. Zoning District Verification Letter	<del>\$20.00</del> \$35.00

<sup>1</sup> The valuation of any proposed construction will be based on the greater of the following: 1) the actual contract price indicated on the permit application or 2) the value calculated using the most recent "Square Foot Construction Cost Table," as published by the International Code Council (ICC).

<sup>2</sup> For purposes of this fee schedule, "minor repairs and maintenance" generally includes service, repairs, and maintenance to existing structures and building systems. (A zoning permit will generally be required for all new installations, modifications and replacements of such structures and systems.)

<sup>3</sup> For purposes of this fee schedule, "accessory building, structure or site improvement" includes the following:

- Air conditioning and mechanical equipment (including associated stands);
- Awnings;
- Boardwalks and walkovers;
- Detached garages and carports;
- Docks;
- Driveways and walkways;
- Elevators and lifts;
- Equipment stands;

- Fences and walls (including retaining walls);
- Fire pits;
- Generators;
- Outdoor showers;
- Patios;
- Playgrounds and play systems;
- Propane tanks (above and below ground);
- Ramps;
- Sheds;
- Swimming pools and spas;
- Uncovered decks, stairways and stoops; and
- Similar structures which are customarily incidental and subordinate to a principal building and located on the same lot as the principal building or use.

<sup>74</sup> The application fee for the appeal of an administrative decision shall be refundable if the appeal is successful.



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# Services Order Form

Created for Town of Seabrook Island, SC

For:

**Joseph Cronin**  
*Town Administrator*  
Seabrook Island, SC.  
[jcronin@townofseabrookisland.org](mailto:jcronin@townofseabrookisland.org)

MyGov Contact:

**Scot Hills**  
*Sales Executive*  
P.O. Box 646003  
Dallas, TX 75264-6003  
512-968-2552  
[scot@mygov.us](mailto:scot@mygov.us)

## Pricing

	Price	Years	
<b>ANNUAL SUBSCRIPTION FEES</b>			
Business License	\$3,600.00	1	\$3,600.00
Code Enforcement	\$3,600.00	1	\$3,600.00
Permits	\$3,600.00	1	\$3,600.00
Liens and Collections	\$1,680.00	1	\$1,680.00
Electronic Plan Review	\$1,680.00	1	\$1,680.00
GIS / Mapping	\$1,680.00	1	\$1,680.00
Collaborator Portal	\$0.00	1	\$0.00
Public Portal	\$0.00	1	\$0.00
Request Manager	\$0.00	1	\$0.00
			<b>\$15,840.00</b>
<b>ONE-TIME FEES</b>			
Module Setup	\$2,859.00	1	\$2,859.00
Online Training	\$2,016.00	1	\$2,016.00
			<b>\$4,875.00</b>
<b>Total of Annual &amp; One-Time Fees</b>			<b>\$20,715.00</b>

## Key Dates

**Implementation Plan - Seabrook Island, SC (CRM, PI/EPR, CE, LC, BL, RM, GIS, Public Portal + Collaborator Interface)**

**Week 0 - 10/31/22 - Start Form Return Week**

**Week 1 - 11/7/22 - Getting Started Week (Initial Meeting: Monday, 11/7/22 at 10:00am ET)**

**Week 2 - 11/14/22 - Required Items Return Week**

**Week 3 - 11/21/22 - MyGov Module Setup Week**

**Week 4 - 12/5/22 - Online Training Week - Module Admin**

**Week 5 - 12/12/22 - Online Training Week - End User**

**Week 6 - 12/19/22 - GoLive Week**

Invoice Date: 12/1/22

\*Note: There is a gap between Module Setup Week and Module Admin Week due to the Thanksgiving holiday.



# Ready to Start?

Please complete the information below and sign to execute this order. Order is valid for 7 days from the issue date. If not returned in seven days the training dates are forfeited.

**Billing Contact** *(Person receiving the invoice)*

---

Name:

---

Address:

---

City, State, Zip:

---

Email:

---

Phone:

---

**Project Manager** *(Person to lead the installation)*

---

Name:

---

Address:

---

City, State, Zip:

---

Email:

---

Phone:

---

**Signer's Name:**

**Date:**

**Signature:**

**Terms:** This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order. This order is the confidential information of MyGov.



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Communities**



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Communities**

# Subscription Services Agreement

Created for Town of Seabrook Island, SC

**For:**

**Joseph Cronin**  
*Town Administrator*  
Town of Seabrook Island, SC.  
[jcronin@townofseabrookisland.org](mailto:jcronin@townofseabrookisland.org)

**MyGov Contact:**

**Scot Hills**  
*Sales Executive*  
P.O. Box 646003  
Dallas, TX 75264-6003  
512-968-2552  
[scot@mygov.us](mailto:scot@mygov.us)

This agreement is between MyGov, LLC, an Oklahoma corporation (**MyGov**), and the customer agreeing to these terms (**Customer**) and is dated as of the date MyGov signs below. MyGov is the sole source for the software services and integrations listed at <https://www.mygov.us/> and is a wholly owned corporation and a subsidiary of none other.

1. **SOFTWARE-AS-A-SERVICE**

This agreement provides Customer access to and usage of an Internet based software service as specified on a service order (**Service**). As part of using the Service, Customer may invite third parties (*example*, contractors, citizens, users) to use and access the Service. These third parties will be required to agree to the MyGov Terms of Service when they register with the Service.

2. **USE OF SERVICE**

**2.1 Customer Owned Data.** All data uploaded by Customer remains the property of Customer, as between MyGov and Customer (**Customer Data**). Customer grants MyGov the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service.

**2.2 Contractor Access and Usage.** Customer may allow its contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.

**2.3 Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify MyGov promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service’s Online Help Desk and applicable law.

**2.4 MyGov Support.** MyGov must provide customer support for the Service under the terms of MyGov’s Customer Support Policy (**Support**) which is located at [www.mygov.us/support-policy](http://www.mygov.us/support-policy) and is incorporated into this agreement for all purposes.

**2.5 Demo Use.** If Customer has registered for a demo use of the Service or uses a demo service, Customer may access the Service for a limited time period. The Service is provided AS IS, with no warranty during this time period. All Customer data will be deleted after the demo period.

3. **SERVICE LEVEL AGREEMENT & WARRANTY**

**3.1 Warranty.** MyGov warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance windows, force majeure, and outages that result from any Customer or third party technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during any paid term; and (iii) that the Support may change but will not materially degrade during any paid term.

**Availability Warranty**

98%

**Credit**

3% of monthly fee for each full hour of outage (beyond warranty). Max credit is 100% of the fee for such month.

**3.2 LIMITED REMEDY.** Customer’s exclusive remedy and MyGov’s sole obligation for its failure to meet the warranty in 3.1 above will be for MyGov to provide a credit for the applicable month as provided in the chart above (if this agreement is not renewed, then a refund), for the month; provided that Customer notifies MyGov of such breach within 30 days of the end of that month.

**3.3 DISCLAIMER.** MYGOV DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE

**IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE MYGOV TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MYGOV DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

#### 4. PAYMENT

Customer must pay all fees as specified on the service order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

#### 5. MUTUAL CONFIDENTIALITY

**5.1 Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). MyGov's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).

**5.2 Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

**5.3 Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

#### 6. MYGOV PROPERTY

**6.1 Reservation of Rights.** The software, workflow processes, user interface, designs, know-how, and other technologies provided by MyGov as part of the Service are the proprietary property of MyGov and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with MyGov. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. MyGov reserves all rights unless expressly granted in this agreement.

**6.2 Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

#### 7. TERM AND TERMINATION

**7.1 Term.** This agreement continues for one year from the activation date as defined on the service order. Thereafter, the agreement renews for additional 1 year periods unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date.

**7.2 Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

**7.3 Temporary Suspension.** MyGov may temporarily suspend access to the Service if amounts past due are not paid within 10 days of notice from MyGov. This notice may be sent via email.

**7.4 Return of Customer Data.**

- *Upon termination*, MyGov will provide a backup of the data in its native database format to the Customer as provided in Section 2.1 and will retain the data for an additional 30 days past the termination date.
- *After such 30-day period*, MyGov has no obligation to maintain the Customer Data and may destroy it.

**7.5 Return MyGov Property Upon Termination.** Upon termination of this agreement for any reason, Customer must pay MyGov for any unpaid amounts, and destroy or return all property of MyGov. Upon MyGov's request, Customer will confirm in writing its compliance with this destruction or return requirement.

**7.6 Suspension for Violations of Law.** MyGov may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. MyGov will attempt to contact Customer in advance.

**8. LIABILITY LIMIT**

**8.1 EXCLUSION OF INDIRECT DAMAGES.** MyGov is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits), even if it knows of the possibility of such damage or loss.

**8.2 TOTAL LIMIT ON LIABILITY.** MyGov's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 12 month period prior to the event that gave rise to the liability.

**9. INDEMNITY**

**9.1 Customer Indemnified.** MyGov shall indemnify the Customer, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the MyGov's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.

**9.2 MyGov Indemnified.** Customer shall indemnify MyGov, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Customer's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.

**10. EXTERNAL SERVICES**

MyGov may enable access to Customer's and/or third-party services and websites (collectively and individually, "External Services"). Customer agrees to use the External Services at their sole risk. MyGov is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Customer will not use the External Services in any manner that is inconsistent with the terms of this agreement or that infringes the intellectual property rights of MyGov or any third party. To the extent the Customer chooses to use such External Services, the Customer is solely responsible for compliance with any applicable

laws. MyGov reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to the Customer.

## 11. GOVERNING LAW AND FORUM

This agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

## 12. STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS

If the Customer is a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the Indemnity or Governing Law section, is invalid or unenforceable against the Customer because of applicable local, national, state or federal law, then that portion shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law.

## 13. OTHER TERMS

**13.1 Entire Agreement and Changes.** This agreement and the service order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

**13.2 No Assignment.** Neither party may assign or transfer this agreement or a service order to a third party, except that this agreement with all service orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

**13.3 Independent Contractors.** The parties are independent contractors with respect to each other.

**13.4 Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

**13.5 Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

**13.6 No Additional Terms.** MyGov rejects additional or conflicting terms of any Customer form-purchasing document.

**13.7 Order of Precedence.** If there is an inconsistency between this agreement and a service order, the service order prevails.

**13.8 Survival of Terms.** Any terms that by their nature survive termination of this agreement, for a party to assert its rights and receive the protections of this agreement, will survive.

14. SIGNATURES

Town of Seabrook Island, SC (Customer)

Name:

Title:

Date:

Address:

Signature:

MyGov, LLC (MyGov)

Name: Richard Butler

Title: CEO & President

Date: Sep 20, 2022

Address: P.O. Box 646003  
Dallas, TX 75264-6003

Signature:



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