

# Town Council Regular Meeting

October 22, 2024 @ 2:30 PM

[Watch Live on YouTube](#)

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



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

## AGENDA

### 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL & FOIA STATEMENT

### 2. APPROVAL OF MINUTES

A. **Town Council Regular Meeting:** September 24, 2024

### 3. PUBLIC HEARING ITEMS

*There are no Public Hearing Items*

### 4. PRESENTATIONS

*There are no Presentations*

### 5. CITIZEN COMMENTS

*During the first citizen comment period, 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 three 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 of a desire to speak prior to the start of the meeting.*

### 6. REPORTS OF TOWN BOARDS, COMMISSIONS AND COMMITTEES

#### A. **Advisory Committees**

- Community Promotion and Engagement Committee: Bruce Kleinman, Chair
- Environment and Wildlife Committee: Gordon Weis, Chair
- Public Safety Committee: Dan Kortvelesy, Chair

#### B. **Special Committees:**

- Special Committee on Finance: Raymond Hamilton, Chair

- C. **Board of Zoning Appeals**: No report
- D. **Planning Commission**: No report
- E. **State Accommodations Tax Advisory Committee**: No report
- F. **Utility Commission**: Jim Ferland, Chair

## 7. REPORTS OF TOWN OFFICERS

- A. **Mayor**
  - What's Happenin'
    - Discussion of goings on for the Town of Seabrook Island Government
- B. **Town Administrator**
  - Procurement Update:
    - Online licensing, permitting, and code enforcement software (CitizenServe)
    - RFP 2024-02: Financial Auditing Services
    - IFB 2024-03: Multi-Use Pathway Repairs
    - IFB 2024-04: Multi-use Pathway Fence Replacement
- C. **Assistant Town Administrator**
  - Report on Financials through the month of September 2024
- D. **Zoning Administrator**
  - Code Enforcement Summary
  - Beach Patrol Summary
- E. **Communication & Events Manager**
  - Shred Day: Wednesday, October 30, 2024, 10:00 am – 12:00 pm
  - Holiday Extravaganza: Thursday, December 12, 2024, 4:00 pm – 7:00 pm

## 8. EMERGENCY ORDINANCE

- A. **Emergency Ordinance No. 2024-01**: An emergency ordinance to adopt provisions of rules and regulations related to the beach during the sand replacement and seawall maintenance projects for the purpose of public safety.

## 9. ORDINANCES FOR SECOND READING

*There are no Ordinances for Second Reading*

## 10. ORDINANCES FOR FIRST READING

*There are no Ordinances for First Reading*

## **11. OTHER ACTION ITEMS**

- A. Resolution 2024-37:** A resolution amending the previous authorization via Resolution No. 2024-36 for SJ Hamill Construction, LLC to operate certain vehicles on the beaches of Seabrook Island between October 1, 2024, and December 31, 2024.
- B. Memorandum of Agreement** – Kiawah Island Natural Habitat Conservancy, Inc. for assistance on the Marshfront Management Plan
- C. Appointment of Clerk of Court** – Request to approve the appointment of Peter D. Wiggins II as Clerk of Court for the Town of Seabrook Island

## **12. ITEMS FOR INFORMATION OR DISCUSSION**

*There are no Items for Information or Discussion*

## **13. CITIZEN COMMENTS**

*During the second citizen comment period, any citizen may speak pertaining to any town matter, except personnel matters. Each speaker shall be limited to three 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 of a desire to speak prior to the start of the meeting.*

## **14. COUNCIL COMMENTS**

## **15. ADJOURNMENT**

# Town Council Regular Meeting

September 24, 2024 @ 2:30 PM

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2001 Seabrook Island Road  
Seabrook Island, SC 29455



## MINUTES

### CALL TO ORDER

Mayor Kleinman called the meeting to order at 2:34 PM.

### PLEDGE OF ALLEGIANCE

Mr. Weis led members of Town Council in reciting the Pledge of Allegiance.

### ROLL CALL

**Town Council Members Present:** Mayor Kleinman; Councilmembers Darryl May, Gordon Weis, Raymond Hamilton and Dan Kortvelesy.

**Town Staff Present:** Joe Cronin (Town Administrator), Katharine Watkins (Assistant Town Administrator), Tyler Newman (Zoning Administrator), Abigail Grooms (Communication & Events Manager), and Peter Wiggins (Town Clerk).

### FOIA STATEMENT

The Town Clerk confirmed that the meeting was advertised in compliance with the requirements of the South Carolina Freedom of Information Act. The following press was notified of the meeting by email: Post & Courier, Island Connection, WCBD (News 2), WCIV (ABC News 4), and WCSC (Live 5 News). A copy of the meeting agenda was also posted on the town website and on the bulletin board at the entrance to Town Hall.

### APPROVAL OF MINUTES

**August 27, 2024**

#### **Town Council Regular Meeting**

Mr. Weis made a motion to approve the minutes from the Town Council Regular Meeting of August 27, 2024. The motion was seconded by Mr. Kortvelesy.

**The motion was approved UNANIMOUSLY.**

### PUBLIC HEARING ITEMS

There were no Public Hearing Items.

### PRESENTATIONS

There were no Presentations.

CITIZEN COMMENTS

There were no Citizen Comments.

OTHER ACTION ITEMS

**Re-order Agenda**

Mayor Kleinman asked for unanimous consent to re-order the agenda to consider Resolution 2024-36. There was no objection and the agenda was re-ordered.

**Resolution 2024-36**

**A resolution authorizing SJ Hamill Construction, LLC, to operate certain motor vehicles on the beaches of Seabrook Island between October 1, 2024, and December 31, 2024**

Mr. May made a motion to approve Resolution 2024-36. The motion was seconded by Mr. Weis.

**The motion was approved UNANIMOUSLY.**

REPORTS OF TOWN BOARDS, COMMISSIONS AND COMMITTEES

**Community Promotions & Engagement Committee**

Mayor Kleinman provided a report of the Community Promotion & Engagement Committee's most recent meeting.

**Recommendation to approve the awarding of a Community Promotion Grant to Seabrook Island Birders in the amount of \$2,500.00**

Mr. Kortvelesy made a motion to approve the awarding of a Community Promotion Grant to the Seabrook Island Birders in the amount of \$2,500.00.

**The motion was approved UNANIMOUSLY.**

**Recommendation to approve the awarding of a Community Promotion Grant to the Seabrook Island Turtle Patrol in the amount of \$2,500.00**

Mr. Weis made a motion to approve the awarding of a Community Promotion Grant to the Seabrook Island Turtle Patrol in the amount of \$2,500.00.

**The motion was approved UNANIMOUSLY.**

**Environment & Wildlife Committee**

Mr. Weis provided a report of the Environment & Wildlife Committee's most recent meeting.

**Recommendation to approve the awarding of an amended Environment & Wildlife Conservation Grant to Seabrook Island Greenspace Conservancy in the amount of \$2,500.00**

Mr. Kortvelesy made a motion to approve the awarding of an Environment & Wildlife Conservation Grant to the Seabrook Island Greenspace Conservancy in the amount of \$2,500.00.

**The motion was approved UNANIMOUSLY.**

**Recommendation to approve the awarding of an Environment & Wildlife Conservation Grant to the St. Christopher Camp & Conference Center the amount of \$2,242.00**

Mr. Hamilton made a motion to approve the awarding of an Environment & Wildlife Conservation Grant to the St. Christopher Camp & Conference Center in the amount of \$2,242.00. Mayor Kleinman moved to amend the original motion to require the Camp to share any research and/or water quality testing with the town and SIPOA. Mr. Hamilton accepted the amendment.

**The motion was approved UNANIMOUSLY.**

**Recommendation to approve the awarding of an Environment & Wildlife Conservation Grant to the Seabrook Island Birders in the amount of \$2,500.00**

Mr. Weis made a motion to approve the awarding of an Environment & Wildlife Conservation Grant to the Seabrook Island Birders in the amount of \$2,500.00.

**The motion was approved UNANIMOUSLY.**

<b>Public Safety Committee</b>	Mr. Kortvelesy provided a report of the Public Safety Committee's most recent meeting. The committee discussed a possible expansion of beach patrol services between the months of October and March. Mr. Kortvelesy stated that any expansion in services would be dependent on additional funding from the FY 2025 budget. The committee also discussed possible upgrades to communications equipment in the FY 2025 budget.
<b>Special Committee on Finance</b>	Mr. Hamilton stated that the Special Committee on Finance is expected to meet during the last month in October for the purpose of reviewing proposals from financial auditing firms in response to Request for Proposals (RFP) 2024-02.
<b>Board of Zoning Appeals</b>	No report provided.
<b>Planning Commission</b>	No report provided.
<b>ATAX Advisory Committee</b>	No report provided.

## Utility Commission

Jim Ferland, SIUC Chair, provided an update on the commission's finances and two ongoing projects. At the direction of the South Carolina Department of Public Health, SIUC staff are working on the island to identify lead and copper water pipes between meters and homes. The project is two-thirds complete and is expected to be finished in October. The second project is an effort to identify illegal connections to the SIUC's sewer lines. A contractor engaged by SIUC recently began work in Kiawah River Estates. If illegal connections are found during the first phase of work, SIUC may choose to expand the project to Cassique and the rest of Seabrook Island.

## REPORTS OF TOWN OFFICERS

### Mayor

#### **Establishment of rules for the Public Hearing on October 15, 2024, for Ordinances 2024-06, 2024-07, 2024-08 and 2024-09**

Mayor Kleinman noted that the Town Code provides rules for public hearings which take place during a regular Town Council meeting but does not contemplate or establish rules for public hearings which take place during special called Town Council meetings. Because the public hearing on Ordinances 2024-06, 2024-07, 2024-08 and 2024-09 will take place during a special called meeting on October 15, 2024, the Mayor suggested that Town Council establish rules for the hearing.

Mayor Kleinman made a motion that the public hearing on October 15, 2024, be a single public hearing on all four ordinances (rather than a separate hearing on each ordinance), that the time allowed for each speaker be extended to five minutes, that the thirty minute maximum time allowed for each ordinance be suspended, that priority be given to those who sign up to speak in advance of the meeting, and that the hearing may be recessed for lunch. Mr. Weis seconded the motion.

**The motion was approved UNANIMOUSLY.**

### Town Administrator

**Community Rating System (CRS) Verification Report:** Mr. Cronin provided members of Town Council with a copy of the town's most recent Community Rating System (CRS) Verification Report. As a result of its most recent verification, the town will remain as a CRS Class 5, which will entitle property owners to receive a 25% reduction in flood insurance premiums under the National Flood Insurance Program (NFIP).

**Summary of Changes to the Charleston Regional Hazard Mitigation Plan:** Mr. Cronin notified members of Town Council that Charleston County had recently published updates to the Charleston Regional Hazard Mitigation Plan (CRHMP). Copies of the updated CRHMP may be viewed on the county's website.

**RFP 2024-02: Financial Auditing Services:** Mr. Cronin notified members of Town Council that RFP 2024-02 has been advertised on the town website, the Post & Courier, and the South Carolina Business Opportunities (SCBO) Portal. The purpose of the RFP is to select a provider of financial auditing services for the town and SIUC for FY 2024 through FY 2028.

**Revised FY 2025 Budget Calendar:** Mr. Cronin noted that the dates for the public hearing on August 15, 2024, and the special called meeting on August 28, 2024, conflicted with dates that were previously scheduled for budget workshops. Mr. Cronin notified members of Town Council that the workshops would need to be rescheduled. Town Council decided to consolidate the workshops into a full-day workshop, to be held on October 14, 2024, beginning at 9:00 AM.

**Assistant Town Administrator**

**Report of Financials for the Month of August 2024:** Ms. Watkins noted that she had received the August financial from the town's accountant earlier in the day. She stated that she would forward a copy of the financials to Town Council members via email and would provide a more in-depth report at the October meeting.

**Zoning Administrator**

**Code Enforcement Summary:** Mr. Newman provided an update of code enforcement and construction activities since the August meeting.

**Construction Summary:** Mr. Newman provided an update of construction activities since the August meeting.

**Beach Patrol Summary:** Mr. Newman provided an update of beach patrol activities since the August meeting.

**October Planning Commission Meeting:** Mr. Newman briefed Town Council members on the agenda for the October Planning Commission meeting.

**Communication & Events Manager**

**Fall Shred Day Event:** Ms. Grooms reminded members of Town Council and the public that the Town's Fall Shred Day is scheduled for October 30, 2024, from 10:00 AM to 12:00 PM.

**ORDINANCES FOR SECOND READING**

There were no Ordinances for Second Reading.

**ORDINANCES FOR FIRST READING**

There were no Ordinances for First Reading.

**OTHER ACTION ITEMS**

**Resolution 2024-35**

**A resolution authorizing the Seabrook Island Natural History Group to operate a motor vehicle on the beaches of Seabrook Island on October 11, 2024**

Mr. May made a motion to approve Resolution 2024-35. The motion was seconded by Mr. Weis.

**The motion was approved UNANIMOUSLY.**

**Reconsideration of Resolution 2024-35**

Mr. Cronin noted that Resolution 2024-35 contained an incorrect date and requested that Town Council reconsider the previous motion for the purpose of correcting the date.

Mr. Hamilton made a motion to reconsider the previous motion. The motion was seconded by Mr. May.

**The motion was approved UNANIMOUSLY.**

**Resolution 2024-35 (Corrected)**

**A resolution authorizing the Seabrook Island Natural History Group to operate a motor vehicle on the beaches of Seabrook Island on October 28, 2024**

Mr. May made a motion to approve Resolution 2024-35, with the date corrected from October 11, 2024, to October 28, 2024. The motion was seconded by Mr. Hamilton.

**The motion was approved UNANIMOUSLY.**

**ITEMS FOR INFORMATION/DISCUSSION**

There were no Items for Information/Discussion.

**CITIZEN COMMENTS**

There were no Citizen Comments.

**COUNCIL COMMENTS**

There were no Council Comments.

**ADJOURNMENT**

There being no further discussion, Mayor Kleinman declared the meeting adjourned at 3:58 PM.

Peter D. Wiggins II  
Town Clerk

**TOWN OF SEABROOK ISLAND**

**EMERGENCY ORDINANCE NO. 2024-01**

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

**AN EMERGENCY ORDINANCE TO ADOPT PROVISIONS OF RULES AND REGULATIONS RELATED TO THE BEACH DURING THE SAND REPLACEMENT AND SEAWALL MAINTENANCE PROJECTS FOR THE PURPOSE OF PUBLIC SAFETY.**

**WHEREAS**, emergency erosion conditions have and continue to occur on beaches facing the Atlantic Ocean between Captain Sams Inlet and Pelican’s Nest on Seabrook Island associated with coastal flooding, storm surge and subsequent king tides, wind and wave events;

**WHEREAS**, the Seabrook Island Property Owners Association (“SIPOA”) has received permits from the South Carolina Department of Environmental Services (“SCDES”), the state agency formerly known as the South Carolina Department of Health and Environmental Sciences Control (“SCDHEC”), for sand transfers and seawall maintenance along the beaches of Seabrook Island (the “Beach Projects”);

**WHEREAS**, in connection with the Beach Projects and emergency conditions, the Town Council has authorized SJ Hamill Construction, LLC (“Contractor”) to operate certain motor vehicles on the beaches of Seabrook Island between October 1, 2024, and December 31, 2024, via Resolution 2024-36 approved on September 24, 2024;

**WHEREAS**, the Town has determined that the vehicles on the beach in connection with the Beach Projects and as permitted by Resolution 2024-36 cause an immediate threat to public safety for all beachgoers, wildlife or marine life, and designated critical habitat areas, including shorebird and turtle nesting areas while they are in motion;

**WHEREAS**, these temporary emergency conditions are expected to be alleviated when the Contractor completes the Beach Projects by December 31, 2024;

**WHEREAS**, the Town Council of the Town of Seabrook Island (“Town Council”) now desires to authorize and to establish temporary emergency protocols for all residents and visitors of Seabrook Island to reduce the current threat to public safety caused by the conduct of the Beach Projects by amending Section 32 Article II entitled “Beachfront Management”;

**WHEREAS**, Town Ordinance, Section 2-345 allows for the enactment of emergency ordinances pursuant to S.C. Code § 5-7-250(d), which provides “[t]o meet public emergencies affecting life, health, safety or the property of the people, town council may adopt emergency ordinances; provided, such ordinances shall not levy taxes, grant, renew or extend a franchise, or impose or change a service rate. Every emergency ordinance shall be enacted by the affirmative vote of at least two-thirds of the town council members present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the 61st day following the date of enactment”

**WHEREAS**, this Ordinance has been approved by at least two-thirds of the Town Council members present at the meeting in which it was considered; and

**NOW, THEREFORE**, be it ordained by the Town Council for the Town of Seabrook Island as follows:

**Section 1: Temporarily amending Section 32-42 of the Town Code.**

For the duration of this emergency ordinance, Section 32-42 of the Town Code is hereby amended to read as follows:

**Sec. 32-42. Vehicles on the beach.**

(a) Motor vehicles of any type or kind shall not be driven or operated on the beaches of Seabrook Island, except for those expressly authorized below:

(1) Vehicles operated by an official or employee of any municipal, county, state or federal agency, department or unit;

(2) Vehicles operated by an official or employee of any bona fide public safety agency, including, but not limited to, law enforcement, code enforcement, fire suppression and emergency medical services;

(3) Vehicles operated by an official or employee of any contractor, agency or entity providing goods or services on the beach under contract with or at the request of the town;

(4) Vehicles operated by an official or employee of the following community organizations which are necessary for the performance of maintenance services, the provision of security services and/or the transportation of personnel and equipment on behalf of the organization:

- a. Seabrook Island Property Owners Association;
- b. Seabrook Island Club;
- c. Seabrook Island Turtle Patrol;
- d. Seabrook Island Utility Commission;
- e. St. Christopher Camp and Conference Center;

(5) Small open motorized vehicles and medical devices may be operated by, or for the benefit of, individuals who have a physical or mental disability which: i) is recognized by state or federal law, and ii) which would otherwise preclude their use and enjoyment of the beach;

(6) Class 1 pedal-assist electric bicycles which are duly permitted by the Seabrook Island Property Owners Association for use within the Seabrook Island Development and which display a valid SIPOA decal while operating on the beach. For the purposes of this section, "class 1 pedal-assist electric bicycles" shall have the same meaning as "electric-assist bicycles" and "bicycles with helper motors," as defined in S.C. Code of Laws, § 56-1-10; and

(7) Any other vehicles deemed essential by the town and duly operating under one of the following types of special vehicle use permits:

- a. *Standard vehicle use permits.* Standard vehicle use permit requests shall be submitted to the town administrator in writing no less than 30 days prior to the date upon which

the applicant seeks to use a vehicle on the beach. Permit requests shall be forwarded by the town administrator to the town council for consideration at the next available town council meeting. If the town council determines that the use of a vehicle is essential to the applicant's intended purpose, then it may approve the issuance of a permit by resolution. In approving a permit, the town council may attach such reasonable conditions as it deems necessary to protect public health and safety.

b. *Emergency permits.* Emergency vehicle use permit requests shall be made to the town administrator, either verbally or in writing, as soon as practicable. If the town administrator determines that the use of a vehicle is necessary to mitigate an immediate threat to public health and safety, he or she may authorize a permit, either verbally or in writing. In approving a permit, the town administrator may attach such reasonable conditions as he or she deems necessary to protect public health and safety.

(b) Except in cases of an emergency, or when expressly authorized by resolution of town council, vehicles which are authorized to be driven or operated on the beach pursuant to this section shall comply with the following requirements at all times:

- (1) Vehicles shall be operated in such a manner so as not to endanger or unreasonably disturb beachgoers, wildlife or marine life, and designated critical habitat areas, including shorebird and turtle nesting areas;
- (2) Vehicles shall not exceed a speed of ten miles per hour when operated on the beach;
- (3) Vehicles shall be operated on the wet sand; vehicles may not be operated on dry sand except to gain access to the wet sand;
- (4) Vehicles shall not be driven onto or within any dune or vegetated area;
- (5) Vehicles shall enter the beach only from authorized access points; and
- (6) All vehicles being operated on the beach, excluding those specified in subsections (a)(5) and (a)(6), shall be equipped with four-wheel drive.

## **Section 2: Temporarily amending Section 32-44 of the Town Code.**

For the duration of this emergency ordinance, Section 32-44 of the Town Code is hereby amended to read as follows:

### **Sec. 32-44. Beach rules for domestic household animals/pets.**

(a) *General requirements for domestic household animals/pets.* Domestic household animals/pets shall not be allowed on any beach within the municipal limits of the town except as provided herein.

- (1) *Restricted area.* A restricted area is hereby established beginning at a line extending from Boardwalk #1 to the Atlantic Ocean and continuing in a northeasterly direction to Captain Sams Inlet. No person shall bring or otherwise allow any domestic household animal/pet into the restricted area at any time, whether on a leash or off of a leash.

~~(2) Limited restriction area. A limited restriction area is hereby established beginning approximately 300 yards northwest of a line extending from Boardwalk #9 (Pelican Watch Boardwalk) to the Edisto River and continuing in a northwesterly direction to Privateer Creek. No person shall bring or otherwise allow any domestic household animal/pet into the limited restriction area that is not on a leash at all times.~~

~~(2)(3) General beach area. In all other areas of the beach other than the restricted area and the limited restriction area described above, the following requirements shall apply: no person shall bring or allow any domestic household animal/pet onto the beach unless the domestic household animal/pet is on a leash.~~

~~a. Peak season: From April 1 to September 30, no person shall bring or allow any domestic household animal/pet into the general beach area between the hours of 10:00 a.m. to 5:00 p.m. that is not on leash at all times. No person shall bring or allow any domestic household animal/pet into the general beach area from 5:01 p.m. to 9:59 a.m. that is not on a leash or, if not on a leash, is not effectively controlled while on the beach.~~

~~b. Non-peak season: From October 1 to March 31, no person shall bring any domestic household animal/pet on the beach that is not on a leash or, if not on a leash, is not effectively controlled while on the beach.~~

~~(3)(4) Definitions.~~

a. For purposes of this section the term "effectively controlled" shall mean that the behavior of a domestic household animal/pet is restrained by a competent person from: (A) entering any area on or adjacent to the beach in which a domestic household animal/pet is prohibited; (B) destroying or damaging any property; (C) attacking or threatening to attack any person or any other domestic household animal/pet in any manner; or (D) being a nuisance to other beach goers.

b. For purposes of this section, the term "nuisance" shall mean causing annoyance, inconvenience or discomfort to the public health, safety and welfare.

c. For purposes of this section the term "competent person" shall mean a person of suitable age and discretion and physically capable of restraining and controlling the domestic animal/pet in his or her care in order to prevent harm to persons, property or to other animals.

d. For purposes of this section, the term "on a leash" shall mean that the domestic household animal/pet is restrained by a competent person using a physical restraint made of cord, rope, strap, chain or other material effective for restraining the type and size of domestic household animal/pet, the physical restraint being no more than 16 feet in length, secured to the animal's collar or harness and continually held by a competent person.

e. For purposes of this section, the term "off a leash" shall mean that the domestic household animal/pet is not on a leash as defined herein. Domestic household animals/pets under voice control or under control of remotely operated devices such as electronic collars shall be considered to be "off of a leash."

(4) ~~(5)~~ No later than one year from the effective date of this section, council shall review the terms of this section, and determine whether it has worked effectively and achieved the objective of balancing the interests of all users of the beach. Following such review, council shall amend this section, if and to the extent, it deems necessary.

### **Section 3: Temporarily amending Section 32-51 of the Town Code.**

For the duration of this emergency ordinance, Section 32-51 of the Town Code is hereby amended to read as follows:

#### **Sec. 32-51. Fires on the beach.**

No person shall build, start, ignite or maintain a fire or open flame, or use any propane fired grill, cooker, or heating device heated by fire, seaward of the primary frontal sand dune or any seawall or rock revetment on the beach.

~~For the avoidance of doubt, nothing in this section 32-51 shall prohibit or otherwise limit anyone with permission from the Seabrook Island Property Owners Association from building, starting, igniting or maintaining a fire above the high water mark.~~

### **Section 4: 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 5: Conflicting Ordinances Repealed or Suspended**

All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby temporarily suspended.

### **Section 6: Effective Date**

This emergency Ordinance shall be effective immediately upon enactment and shall expire automatically

on the sixty-first day following the date of enactment (December 22, 2024).

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024, having been duly adopted by Town Council for the Town of Seabrook Island on the \_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF SEABROOK ISLAND**

\_\_\_\_\_  
Bruce Kleinman, Mayor

(Seal)

Attest:

\_\_\_\_\_  
Peter D. Wiggins II, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2024-37**

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

**A RESOLUTION AMENDING THE PREVIOUS AUTHORIZATION VIA RESOLUTION NO. 2024-36 FOR SJ HAMILL CONSTRUCTION, LLC TO OPERATE CERTAIN VEHICLES ON THE BEACHES OF SEABROOK ISLAND BETWEEN OCTOBER 1, 2024, AND DECEMBER 31, 2024**

**WHEREAS**, the Seabrook Island Property Owners Association (“SIPOA”) has received permits from South Carolina Department of Environmental Services (“SCDES”), the state agency formerly known as South Carolina Department of Health and Environmental Control (“SCDHEC”), for sand transfers and seawall maintenance along the beaches of Seabrook Island; and

**WHEREAS**, on September 9, 2024, the Town of Seabrook Island (the “Town”) received a written request from Steve Hirsch, submitted on behalf of SIPOA, to all its contractor, SJ Hammill Construction, LLC, to operate certain motorized vehicles on the beaches of Seabrook Island between October 1, 2024 and December 31, 2024, for the purpose of hauling and placing sand and rock as part of the above-referenced project; and

**WHEREAS**, on September 24, 2024, the Town Council approved authorization of certain vehicles on the beach via Resolution 2024-36; and

**WHEREAS**, since the approval, the Town has noted immediate threats to public safety for all beachgoers, wildlife or marine life, and designated critical habitat areas, including shorebird and turtle nesting areas while the authorized vehicles are hauling and placing sand and rock from one end of the beach to the other; and

**WHEREAS**, as of [October 22, 2024] two thirds of the Town Council present voted to approve Emergency Ordinance No. 2024-01 to address these threats as outlined in the Town’s code of ordinances Section 2-345; and

**WHEREAS**, Emergency Ordinance No. 2024-01 amended Section 32-42 entitled “Vehicles on the Beach” subsection b, as follows: “Except in cases of an emergency, or when expressly authorized by resolution of town council, vehicles which are authorized to be driven or operated on the beach pursuant to this section shall comply with the following requirements at all times...”; and

**WHEREAS**, the Town Council has determined these amendments to the previously approved use of vehicles to improve the commitment to safe operation of motor vehicles while on beaches by SIPOA and SJ Hammill Construction, LLC.

**NOW, THEREFORE LET IT BE RESOLVED** that the Town Council for the Town of Seabrook Island hereby authorizes SJ Hammill Construction, LLC, to operate certain motor vehicles on the beaches of Seabrook Island between October 1, 2024 and December 31, 2024, subject to the following conditions:

- (1) Vehicles operated in such a manner so as not to endanger or unreasonably disturb beachgoers, wildlife or marine life, and designated critical habitat areas, including shorebird and turtle nesting areas;

- (2) Vehicles shall not exceed a speed of twenty (20) miles per hour when operated on the beach;
- (3) Vehicles shall not be driven onto or within any dune or vegetated area, except areas expressly permitted by SCDES;
- (4) Vehicles shall enter the beach only from authorized SIPOA access points;
- (5) All vehicles being operated on the beach shall be equipped with four-wheel drive;
- (6) The applicant shall provide the name, contact information and evidence of a valid driver's license and liability insurance for all operator(s) who will be driving or operating a vehicle on the beach pursuant to the provisions of this permit. Documentation shall be provided to the Town Administrator at least seven (7) days prior to the first instance upon which a vehicle will be taken onto the beach;
- (7) The applicant shall comply with any and all conditions imposed by any state or federal agency or department, to the extent such conditions are applicable to the applicant's use of vehicles on the beach; and
- (8) The contractor, SJ Hamill Construction, LLC, shall be responsible for obtaining separate approval from the Seabrook Island Property Owners Association (the "SIPOA") for access through SIPOA's private security gate and across SIPOA's beach access points;
- (9) At all times during which transport operations are taking place on the beach, each construction vehicle or convoy of vehicles shall be accompanied by SIPOA security personnel or other authorized vehicle(s).

**BE IT FURTHER RESOLVED**, that the provisions of this resolution are intended to supersede and replace and do hereby supersede and replace Resolution 2024-36 as adopted by the Town Council on September 24, 2024.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2024 having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
Bruce Kleinman, Mayor

Attest: \_\_\_\_\_  
Peter D. Wiggins II, Town Clerk

MEMORANDUM OF AGREEMENT  
FOR  
ASSISTANCE ON THE MARSHFRONT MANAGEMENT PLAN.

This Memorandum of Agreement (“**Agreement**”) is entered into by and between The Kiawah Island Natural Habitat Conservancy, Inc., a 501(c)(3) non-profit organization with its offices located at 80 Kestrel Court, Kiawah Island, South Carolina, 29455 (“**Conservancy**”) and the Town of Seabrook Island, a South Carolina municipal corporation with its offices located at 2001 Seabrook Island Road, Seabrook Island, SC 29455 (“**Town**”), hereinafter referred to collectively as “**Parties**” or individually as a “**Party**.”

**I. PURPOSE**

The Conservancy desires to enter into this Agreement with the Town in order to provide services at no cost to the Town related to the development of the Marshfront Management Plan (“**Plan**”) as a subcontractor collaborating with Elko Coastal Consulting, Inc (“**Consultant**”).

**II. BACKGROUND**

The Town has contracted with the Consultant to develop the Plan for Seabrook Island in recognition of the value of tidal wetlands as a critical natural resource. The Conservancy conducts research and monitoring activities to understand the ecological health of natural habitats within its geographic focus area as part of its non-profit programmatic efforts, which includes Seabrook Island. The Consultant has requested assistance from the Conservancy to provide technical input, environmental data, and support in the development of the Plan. This Agreement establishes the terms by which the Conservancy will provide assistance to the Town. A separate agreement establishes the contractual obligations between the Conservancy and the Consultant in the development of the Plan.

**III. RESPONSIBILITIES OF CONSERVANCY**

The Conservancy agrees to provide the Town with the following services at **no cost** to the Town:

- i) Collaborate with the Consultant in the development of the Plan;
- ii) Compile available geospatial data related to environmental conditions;
- iii) Prepare mapping products as public information;
- iv) Provide information and guidance related to land management, research and monitoring, and other conservation strategies;
- v) Prepare presentations to inform the Town and its stakeholders, as needed.

Responsibilities of the Conservancy will be conducted under the coordination of Melton Lee Bundrick Jr., MS, MPA (“**Investigator**”) with support and oversight from the Conservancy’s staff, Board of Trustees, and volunteers.

#### **IV. ROLES OF TOWN**

The Town agrees to collaborate with the Conservancy by providing any necessary information and access to relevant resources needed to provide services, at no cost from the Conservancy.

The Town agrees that any and all materials and information provided by the Conservancy may be disseminated to the public for educational and informational purposes only, with ownership credit being given to the Conservancy and NOT for any commercial or monetary gain. The Conservancy is hereby agreeing to give information and materials to the Town at NO cost, so long as said information and materials are not mishandled by the Town nor used for any other projects other than the development of the Marshfront Management Plan.

#### **V. TERM**

This Agreement will become effective on the date both parties have signed below and will terminate on March 1, 2025 unless extended, amended or terminated by the Parties in writing.

#### **VI. NOTICES**

Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement must be in writing and delivered via USPS, FedEx or any other agency as well as via email, to the Conservancy and or Town, as the case may be, at the addresses, and to the attention of the persons, noted in Attachment 2.

#### **VII. AMENDMENTS**

The provisions of this Agreement may only be amended or waived by mutual written agreement by both Parties. Any changes to this Agreement shall be incorporated as written amendments and will not become effective until the amendment is signed by both Parties. Following the signing of an amendment, a copy of the revised and updated Agreement is to be provided to all Parties, and attached hereto as an Exhibit.

#### **VIII. SIMILAR RESEARCH**

Nothing in this Agreement will be construed to limit the freedom of Conservancy, Town, or any of their associated employees, consultants, or researchers, who are participants under this Agreement, from engaging in similar research made under other grants, contracts, or research agreements with parties other than those stated herein.

#### **VIII. PUBLICITY**

Neither Party to this Agreement will identify the other in any product, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of the Party or its entities, whether registered or not, or use the name, title, likeness, or statement of the other

Party's members, employees, or interns without the respective Party's authorized prior written consent; which consent shall not be unreasonably withheld.

All materials, including, but not limited to, documents, reports, publications, images, geospatial products, and digital content, generated internally by the Conservancy ("Materials") shall be the exclusive property of the Conservancy. The Conservancy grants the Town and Consultant the use of these Materials solely for the purposes specified in this Agreement and with appropriate ownership credit to the Conservancy. External use of these Materials to the public shall provide credit to the Conservancy, not be utilized for any commercial purposes, nor used for monetary gain. Other materials from external sources that are not party to this Agreement shall be properly credited.

Nothing herein prevents the Conservancy or Town from conducting public engagement activities to disseminate information to the public as part of its existing or future organizational activities.

## **IX. CONFIDENTIAL INFORMATION**

Unless the Parties agree otherwise, all information and research materials identified as non-public or confidential will be considered "Confidential Information" between the Parties to this Agreement, unless specific permission is given to the contrary, in writing.

The receiving Party shall use a reasonable degree of care to treat Confidential Information of the disclosing Party as it would treat its own Confidential Information. This obligation will continue to be in effect after the expiration or termination of this Agreement.

## **XII. SCIENTIFIC INTEGRITY**

The Parties shall maintain the scientific integrity of research performed pursuant to this Agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

## **XIII. LIABILITY**

No Party to this Agreement shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other Party, its employee or agents, in connection with the performance of services pursuant to this Agreement.

No Party to this Agreement is an employee, agent, partner, or joint venturer of the other. The Parties agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

No Party to this Agreement has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other Party, unless expressly authorized in this Agreement.

#### **XIV. NON-DISCRIMINATION**

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, color, gender, sexual orientation, gender identity, national origin, age, religion, creed, disability, or veteran's status.

#### **XV. DISPUTE RESOLUTION**

The Parties agree that mediation is a cost-effective and preferred method of dispute resolution in many circumstances. If a dispute arises between the Parties concerning the terms of this Agreement, the Parties agree not to proceed with the use or activity pending resolution of the dispute, and the Parties shall first consider resolution through mediation. If resolution through mediation is agreed upon, each Party will select a mediator. If the Parties cannot agree on a third mediator, their proposed mediators will appoint a third mediator who will also mediate the dispute. Mediation is not required if one Party determines (in its sole discretion) there has been a breach by the other Party of the terms of this Agreement or determines that immediate action is required to prevent or mitigate continuing or further non-compliance. Nevertheless, mediation pursuant to this Paragraph shall be voluntary, and this Section shall not be interpreted as precluding or limiting the Parties from immediately seeking legal or equitable remedies through means other than mediation.

#### **XVI. COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable laws, regulations and requirements related to the matters covered by this Agreement and intend this Agreement to comply with all applicable laws, regulations and requirements in the state of South Carolina. The Parties further agree this Agreement shall be applied and interpreted in a manner consistent with full compliance with all such laws, regulations and requirements. If at any time either Party has reasonable grounds to believe that this Agreement may not conform to the then-current requirements or interpretations relevant to such matters, both Parties agree that they will immediately negotiate in good faith for the purposes of bringing this Agreement into full compliance with such then-current requirements and interpretations under the laws of South Carolina.

#### **XVII. GOVERNING LAW**

The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.

ACCEPTANCE OF MEMORANDUM  
SEABROOK ISLAND MARSH CONDITIONS STUDY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Kiawah Island Natural Habitat Conservancy, Inc.

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Peggy Barnes  
It's, Chair, Board of Trustees  
Date:

The Town of Seabrook Island

---

Bruce Kleinman  
It's, Mayor  
Date:

**Attachment 2A**  
SEABROOK ISLAND MARSH CONDITIONS STUDY

**Conservancy Contacts**

Kiawah Island Natural Habitat Conservancy  
80 Kestrel Court  
Kiawah Island, SC 29455

**Administrative Contact**

Name: Beverly Kline, *Office Administrator*  
Telephone: (843) 768-2029  
Email: [beverly@kiawahconservancy.org](mailto:beverly@kiawahconservancy.org)

**Project Investigator**

Name: M. Lee Bundrick, MS, MPA, *Sr. Ecological Health and Conservation Coordinator*  
Telephone: (843) 998-0183 (*cell*)  
Email: [lee@kiawahconservancy.org](mailto:lee@kiawahconservancy.org)

**Authorized Official**

Name: Donna Windham, *Executive Director*  
Telephone: (843) 768-2029  
Email: [donna@kiawahconservancy.org](mailto:donna@kiawahconservancy.org)

**Attachment 2B**  
SEABROOK ISLAND MARSH CONDITIONS STUDY

Town Contacts

Town of Seabrook Island  
2001 Seabrook Island Road  
Seabrook Island, SC 29455

Town Administrator

Name:

Phone

Email:

Mayor

Name:

Phone:

Email: