Town Council Meeting August 23, 2022 – 2:00 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 <a href="mailto:kwatkins@townofseabrookisland.org">kwatkins@townofseabrookisland.org</a> for log-in information prior to the meeting

#### **AGENDA**

- 1. Call to Order Roll Call Freedom of Information Pledge of Allegiance
- 2. Executive Session (2:00-2:30 pm)
  - Discussion of Personnel Matters (S.C. Code Sec. 30-4-70(a)(1))
    - Please Note: Town Council may take action on Executive Session Items listed on the agenda when they come back into Public Session.
- 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
- **4. Presentations**: There are no Presentations.
- **5.** <u>Public Hearing Items</u>: There are no Public Hearing Items
- **6.** <u>Citizens Comments</u>: Any citizen may speak pertaining to any item listed on the meeting agenda which does not require a public hearing. Each speaker shall be limited to 3 minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.
- 7. Reports of Town Boards, Commissions, and Committees:
  - Advisory Committees
    - Community Promotions and Engagement Committee
    - Environment and Wildlife Committee
    - Public Safety Committee
    - Public Works Committee
  - Special Committees
  - Ad Hoc Committees

- Board of Zoning Appeals
- Planning Commission
- State Accommodations Tax Advisory Committee
- Utility Commission

# 8. Reports Town Officers:

- Mayor
  - Update Concerning Town Debris Sites
  - Meeting with Representative of Owner of Freshfields Village
  - o Update form Informal Discussion with SIPOA and Club
- Town Administrator
  - Update of Meeting with Island Beach Services (Beach Patrol Contractor)
- Town Clerk/Treasurer
  - Report of Financials for the Month of July 2022
- Town Attorney
- Zoning Administrator
  - Code Enforcement Summary (8/9 8/23)
  - Short Term Rental Compliance Update
- 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:

- 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
- 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
- <u>Town Hall Annex Architectural Services</u>: Request to approve a contract with Michael Karamus (Architect) for professional design services related to the future expansion of Town Hall
- <u>Town Hall Park Conceptual Design Services</u>: Request to approve a contract with ESP Associates for professional design services related to evaluation of a potential town park behind Town Hall
- **12.** <u>Items for Information or Discussion</u>: There are no Items for Information or Discussion
- 13. <u>Citizen Comments</u>: Any citizen may speak pertaining to any town matter, except personnel matters. Each speaker shall be limited to 3 minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.
- 14. Council Comments
- 15. Adjournment

Town Council Meeting July 26, 2022 – 2:30 PM

Watch Live Stream (YouTube)



## **MINUTES**

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

Mayor Gregg called the July 26, 2022, Town Council Regular Meeting to order at 2:30PM. Councilwomen Finke and Fox, Councilmen Goldstein and Kortvelesy, Town Administrator Cronin, Zoning Administrator Newman, and Town Clerk Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

# 2. Approval of Minutes:

- Town Council Regular Meeting Minutes June 28, 2022
- Town Council Work Session Meeting Minutes July 12, 2022

Councilwoman Finke moved to approve the previous meeting minutes of June 28<sup>th</sup>; Councilwoman Fox seconded. All voted in favor.

# The previous meeting minutes of June 28th were approved.

Councilwoman Finke moved to approve the previous meeting minutes of July 12<sup>th</sup>; Councilman Kortvelesy seconded. All voted in favor.

The previous meeting minutes of July 12<sup>th</sup> were approved.

# 3. Presentations:

• Mauldin & Jenkins – David Irwin: Presentation of the 2021 Annual Audit

David Irwin from Mauldin & Jenkins presented the results of the 2021 Annual Audit for the Town of Seabrook Island.

# 4. **Public Hearing Items**:

None.

# 5. <u>Citizens Comments</u>:

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

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

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

# Advisory Committees

o Community Promotions and Engagement Committee

Councilwoman Fox summarized the recent communications from the Town and the radio test at Town Hall.

Councilwoman Fox noted the Community Promotions Committee meeting will be on July  $28^{\rm th}$ .

Councilwoman Fox reminded all the Chow Town Food Truck Rodeo on July 27<sup>th</sup> and the last one will be on August 10<sup>th</sup>.

Environment and Wildlife Committee

Councilwoman Finke noted there was no Environment and Wildlife Committee meeting in July and the next meeting date will be on August 11<sup>th</sup>.

o Public Safety Committee

Councilman Kortvelesy summarized the Public Safety Committee Meeting on July  $19^{th}$  and noted the next Disaster Recovery Council (DRC) Meeting will be on August  $16^{th}$ .

Public Works Committee

Councilman Goldstein noted there was no Public Works Committee Meeting in July, and the next meeting date will be on August 1<sup>st</sup>.

A discussion was had on the flooding created by the development of Sea Fields on Seabrook Island Road and the agreement with regards to the development.

•	Special	Committees
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None.

• Ad Hoc Committees

None.

Board of Zoning Appeals

None.

Planning Commission

None.

# • State Accommodations Tax Advisory Committee

A discussion was had on the vacancy on the State Accommodations Tax Advisory Committee and the requirements for filling that vacancy.

# Utility Commission

Commissioner Vancini summarized the Utility Commission meeting of July 20<sup>th</sup>, June and Year to Date financials, water usage, filing for two grants through SCIIP, and the resignation of Commissioner Vancini.

# 7. Reports Town Officers:

# Mayor

 Update from Discussion with Seabrook Island Property Owner's Association (SIPOA) and Seabrook Island Club (SIC) Leadership

Mayor Gregg summarized an informal discussion had on July 21 about a project for improvements to the existing viewing platform and access near SIPOA's boardwalk 8. It was noted that the club is reviewing their membership policies, particularly for resident members relocating to Seafields.

Update concerning Town's CRS Re-certification

Mayor Gregg noted that on July 22 the Town submitted its Community Rating System certification material and that annual re-certification is necessary for residents to receive discounts on flood insurance premiums.

Update concerning Town Attorney's Fees

Mayor Gregg noted the approval of a requested rate increase from Stephen Brown the Town Attorney. Mayor Gregg added there has not been a rate increase since 2006.

 Mayor Gregg noted there will be a call with Charleston County Emergency Management regarding COVID 19 pandemic on July 27<sup>th</sup>.

#### Town Administrator

 Update of meeting with Berkeley Electric Coop regarding the placement of electric vehicle charging stations at Town Hall

Town Administrator Cronin summarized a meeting with Berkeley Electric Coop for the placement of electric vehicle charging stations at Town Hall.

A discussion was had on the timeline of the installation of the charging stations.

Update on licensing, permitting and code enforcement software

Town Administrator Cronin summarized the status of obtaining a new licensing, permitting, and code enforcement software; and noted staff will make a recommendation by August Town Council meeting.

Upcoming Pre-Budget Workshop: August 4, 2022 @ 1:00 PM

Town Administrator Cronin reminded Council of the upcoming Pre-Budget Workshop on August 4th at 1:00PM.

#### Information items:

Town Administrator Cronin summarized a kickoff meeting had with the architect about the Town Hall Garage.

Town Administrator Cronin noted there will be a meeting with the Sea Fields developers on Friday to discuss drainage and road issues.

Town Administrator Cronin added the Town has received three jury trial requests, which would be the first jury trials had since the Tow was founded and summarized the process.

# Town Clerk/Treasurer

Report of Financials for the Month of June 2022

Ms. Watkins summarized the financials for June as follows:

- Total fund balance ending on June 30, 2022, was \$7,358,695 an amount about \$1,242,342 more than the balance as of June 30, 2021.
- Unrestricted revenue for June totaled \$374,466, and unrestricted revenue for the year totaled \$1,097,996, representing about 71.6% for the 2022 annual budget and being about \$610,493 more than for the same period in 2021.
- Expenditures for June totaled \$102,687, and expenditures for the year totaled \$668,939 which is 47.5% of the 2022 annual budget.
- Expenditures for the year were about \$251,659 more compared to the same period of 2021.
- Excess of revenues over expenditures was \$271,779 for June and excess of revenues over expenditures was \$429,056 for the year compared to an excess of revenue over expenditures of about \$231,068 as of June 30, 2021, reflecting the increase in revenues in the period this year as compared last years.
- Accommodations Tax Applications Available and Due on August 8<sup>th</sup>

Ms. Watkins reminded all the Accommodations Tax (ATAX) Applications are available on the Town's website and are due by August 8<sup>th</sup> at 12:00PM.

# Town Attorney

None.

# • Zoning Administrator

Zoning Administrator Newman updated Council on the enforcement of trash can violations and summarized a meeting had with SIPOA with regards to these violations.

Zoning Administrator Newman summarized the number of trash can violations, and code enforcement reported since the Town Council Work Session on July 12<sup>th</sup>.

Zoning Administrator Newman updated Council on upcoming projects within the Town of Seabrook Island.

A discussion was had on the timeline for the annexation request on Andell Tract next to Bohicket Marina.

A discussion was had on enforcement of trash can violations and the difference between the Town's enforcement and SIPOA.

A discussion was had on the amount of beach trash picked up.

# 8. Ordinances for Second Reading:

None.

#### 9. Ordinances for First Reading:

None.

# 10. Other Action Items:

 Resolution 2022-33 through 36: Resolutions to appoint and commission multiple code enforcement officers for the proper security and general welfare for the Town of Seabrook Island (Beach Patrol)

Town Administrator Cronin summarized Resolutions 2022-33 through 36 to add additional Beach Patrol Code Enforcement Officers.

Councilwoman Finke moved to approve Resolutions 2022-33 through 36; Councilwoman Fox seconded. All voted in favor.

Resolutions 2022-33 through 36 were approved.

# 11. Items for Information or Discussion:

None.	

# 12. Citizen Comments:

None.

# 13. Council Comments

None.

# 14. Adjournment

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

The meeting adjourned at 4:08PM.

Date: July 29, 2022 Prepared by: Xatharine & Watkins

Town Clerk/Treasurer

Town Council Budget Workshop August 4, 2022

Watch Live Stream (YouTube)



## **MINUTES**

## 1. Call to Order

Mayor Gregg called the August 4, 2022, Town Council Budget Workshop to order at 1:00PM. Councilwomen Finke and Fox, Councilmen Goldstein and Kortvelesy, Town Administrator Cronin, and Town Clerk Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

# 2. Items for Information/Discussion

FY 2023 Budget Calendar

Town Administrator Cronin summarized the proposed budget schedule with Council and potential dates for the three Council Workshops.

Council decided to have the Town Council Budget Workshops for the following dates: October 6<sup>th</sup>, October 13<sup>th</sup>, and October 19<sup>th</sup>.

• Review of Fund Balances as of December 31, 2021

Town Administrator Cronin summarized the fund balances as of December 31, 2021, and an estimate of what will be the fund balances as of December 31, 2022.

- Initial Revenue Projections for FY 2023
  - General Fund
  - o Accommodations Tax (State) Fund
  - Accommodations Tax (County) Fund
  - Alcohol Tax Fund
  - ARPA Fund
  - Court Fund (NEW)
  - STR Permit Fund (NEW)
  - Emergency Fund
  - Road & Drainage Fund
  - Town Facilities Fund
  - Vehicle & Equipment Replacement Fund

Town Administrator Cronin noted the projected revenues for each fund for Fiscal Year (FY) 2023.

A discussion was had on the creation of the designated fund and the use of the surplus funds.

Discussion of Alternate Revenue Sources

Town Administrator Cronin summarized potential alternate revenue sources for the Town.

A discussion was had on each potential revenue source.

Review and Discussion of Priorities for FY 2023

Town Administrator Cronin reviewed the Strategic Priorities for FY 2023.

A discussion was had on various projects Councilmembers want prioritized in the upcoming budget.

Discussion of Long-Term Capital and Facility Needs

A discussion was had on the long-term capital and facility projects.

# 3. Adjournment

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

The meeting adjourned at 4:28 PM.

Date: August 4, 2022 Prepared by: Katharine & Watkins

Town Clerk/Treasurer

Town Council Work Session August 9, 2022

Watch Live Stream (YouTube)



#### **MINUTES**

## 1. Call to Order - Roll Call - Freedom of Information

Mayor Gregg called the August 9, 2022, Town Council Work Session to order at 1:00PM. Councilwomen Finke and Fox, Councilmen Goldstein and Kortvelesy, Town Administrator Cronin, Zoning Administrator Newman, and Town Clerk Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

# 2. Mayor John Gregg

Update on Town's Recertification for Community Rating System

Mayor Gregg noted the Town received notice on August 1 that the Town's recertification package was submitted to the reviewers.

Mayor Gregg also noted the recertification for the Community Rating System will support continuation of discounts for flood insurance premiums paid by residents.

 Update Concerning Publication of Draft Changes to Charleston Regional Hazard Mitigation Plan

Mayor Gregg noted the 2022 draft update of the Charleston Regional Hazard Mitigation Plan is now available on the Charleston County Website:

https://www.charlestoncounty.org/departments/building-inspection-services/hazard-mitigation-plan.php

Mayor Gregg added the update includes revisions to the Town's Problem Assessment and Action Report Pages. It is expected that the Regional Plan Update will be subject to approval at the August 25<sup>th</sup> meeting of the County planning group in which the Town is represented.

Update Concerning Proposed Development (Andell Bluff)

Mayor Gregg updated Council that it is expected that a request will be made to the Town to annex property that lies between the northeast end of Bohicket Marina and Betsey Kerrison Parkway.

Mayor Gregg summarized the proposal for that property.

#### 3. Town Council Members:

#### Jeri Finke

Councilwoman Finke noted the upcoming Environment and Wildlife Committee will meeting on August 11<sup>th</sup> at 1:00PM.

#### Patricia Fox

Councilwoman Fox summarized the recent communications from the Town and the Community Promotions and Engagement Committee meeting on July 28<sup>th</sup>.

Councilwoman Fox reminded all the upcoming Chow Town Food Truck Rodeo on August 10<sup>th</sup> from 5:00PM to 8:00PM at Town Hall.

Councilwoman Fox noted the upcoming Community Promotions and Engagement Committee meeting on August 18th has been canceled.

A discussion was had on a potential request coming for a Community Promotion Grant.

A discussion was had on Incorporation Day and inviting other mayors from the surrounding communities.

#### Barry Goldstein

Councilman Goldstein updated Council on the approved Roadway Design for Seabrook Island Road.

## Dan Kortvelesy

Councilman Kortvelesy noted the monthly Public Safety Committee meeting on August 16<sup>th</sup> will be Disaster Recovery Meeting during that meeting time to review the previous exercise.

# 4. Town Administrator Joe Cronin

# Information Items

Town Administrator noted that President Joe Biden will be coming to Kiawah on August 10<sup>th</sup> and expect an increased presence of security in the area.

Town Administrator Cronin updated Council on the bike path closure due to the drainage issues at Sea Fields and summarized the reason for the closure from August 9<sup>th</sup> thru the remainder of the week.

## • Request to Take Vehicles on the Beach

Town Administrator Cronin summarized the two requests to take vehicles on the beach and the beach ordinance with regards to vehicles on the beach.

A discussion was had on both requests to take vehicles on the beach and clarified both requests.

Contract for Design Services Related to Town Hall Expansion

Town Administrator Cronin summarized the proposal for services by architect Michael Karamus for the proposed New Town Hall Annex and interior changes of the existing Town Hall building.

# 5. Zoning Administrator Tyler Newman

Zoning Administrator Newman updated Council on the most recent Code Enforcement cases since the previous Town Council meeting.

A discussion was had on trash can violations and enforcement and clarified enforcement with the Seabrook Island Property Owners Association (SIPOA).

# 6. Adjourn

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

The meeting adjourned at 2:02PM.

Date: August 9, 2022 Prepared by: Xatharine & Watkins

Town Clerk/Treasurer

Town Council Special Called Meeting August 16, 2022

Virtual Meeting (Zoom)
Watch Live Stream (YouTube)



## **MINUTES**

## 1. Call to Order - Roll Call - Freedom of Information

Mayor Gregg called the August 16, 2022, Town Council Special Called Meeting to order at 2:00PM. Councilwomen Finke and Fox, Councilmen Goldstein and Kortvelesy, Town Administrator Cronin, and Town Clerk Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

#### 2. Action Items

Appointments to Town Boards, Committees & Commissions:
 Accommodations Tax Advisory Committee (1 Lodging)

Town Administrator Cronin summarized the state statute for industry representation on the Accommodations Tax Advisory Committee and summarized the relevant experience of applicant Ann O'Rourke to fulfill the lodging industry vacancy on the Committee.

Councilwoman Finke moved to appoint Ann O'Rourke to the Accommodations Tax Advisory Committee; Councilman Goldstein seconded. All voted in favor.

Ann O'Rourke was appointed to the Accommodations Tax Advisory Committee.

# 3. Adjourn

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

The meeting adjourned at 2:06PM.

Date: August 16, 2022 Prepared by: Xatharine & Watkins

Town Clerk/Treasurer

Compiled Financial Statements
And
Supporting Schedules

For the Month and Seven Months Ended July 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 July 31, 2022, and the related statement of revenue and expenditures – modified cash basis for the month and seven 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 August 19, 2022

# Balance Sheet - Primary Government Modified Cash Basis

July 31, 2022

# Assets

Current Assets		
Operating Checking Account	\$	1,223,939.13
Municipal Court Checking Account		17,004.78
Petty Cash		200.00
Prepaid Expenses		1,678.88
Total Current Assets		1,242,822.79
Other Assets		
Investments		6,104,872.73
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Total Assets	\$	7,347,695.52
Liabilities and Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	\$	2,999.92
Unearned Revenue	Ψ.	450,675.59
Other Accrued Liabilities		11,300.00
Total Liabilities		464,975.51
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Net Assets		
Restricted Fund Balances		
Accomodations Tax		202,872.99
Charleston County Accomodations Tax		55,808.84
Alcohol Tax		40,420.87
American Rescue Plan Act (ARPA)		-
Total Restricted Fund Balances		299,102.70
D : 415 IDI		
Designated Fund Balances		0.400.000.00
Emergency		2,120,639.30
Road & Drainage		569,852.22
Town Facilities		247,500.00
Vehicle Replacement		25,000.00
Total Designated Fund Balances		2,962,991.52
General Fund		3,620,625.79
Total Fund Balances		6,882,720.01
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Total Liabilities and Net Assets	\$	7,347,695.52
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# Statement of Revenues and Expenditures Modified Cash Basis

For the Month and Six Months Ended July 31, 2022

		Current Year				
	Current			% of Annual	Prior Year-to-	
	Month	Year to Date	Annual Budget	Budget	Date	
Revenues						
Accomodations Tax - General Use	=	2,449.15	41,750.00	5.9%	10,200.82	
Business Licenses	44,474.42	558,353.18	450,000.00	124.1%	477,573.22	
Business Licenses - MASC	51,537.84	269,194.87	240,000.00	112.2%	213,643.92	
Franchise Fees - BEC	-	_	165,000.00	-	-	
Franchise Fees - ATT U-verse	1,110.48	2,264.87	5,000.00	45.3%	2,624.16	
Franchise Fees - Comcast	16,083.18	31,882.88	55,000.00	58.0%	14,848.78	
Contractual Reimbursements	-	1,175.00	10,000.00	11.8%	-	
Court Fines	257.50	3,478.75	7,500.00	46.4%	4,486.88	
Local Option Sales Tax - County	-	153,529.11	280,000.00	54.8%	172,300.75	
Aid to Subdivisions - State	-	11,670.73	41,670.00	28.0%	21,097.83	
Planning & Zoning Fees	10,483.00	157,033.22	160,000.00	98.1%	160,765.00	
Building Permit Fees - County	2,532.84	14,949.59	18,000.00	83.1%	13,854.49	
Interest - Investment Pool	7,525.57	23,249.48	7,500.00	310.0%	3,713.00	
Interest - Checking Account	12.20	53.11	25.00	212.4%	16.88	
Credit Card Convenience Fees	219.43	2,562.03	750.00	341.6%	-	
Facility Rentals	-	· <u>-</u>	100.00	-	-	
Grant Funding	-		25,000.00	-	-	
Miscellaneous Income	-	86.11	500.00	17.2%	46.05	
Sale of Assets	-	300.00	500.00	60.0%	-	
Grant Funding	-	-	25,000.00	-	-	
Total Revenues	134,236.46	1,232,232.08	1,533,295.00	80.4%	1,095,171.78	

# Statement of Revenues and Expenditures Modified Cash Basis

For the Month and Six Months Ended July 31, 2022

	Current	-	ent Year	% of Annual	Prior Year-to-
	Month	Year to Date	Annual Budget	Budget	Date
Expenditures					
Salaries	42,318.64	270,362.44	517,588.00	52.2%	214,815.10
Employer Social Security and Medicare	3,202.12	20,408.97	39,924.00	51.1%	15,423.48
Health and Dental Insurance	2,187.94	27,557.26	38,462.00	71.6%	14,814.41
Retirement	3,829.67	47,396.82	78,259.00	60.6%	39,654.06
Pre-Employment Expenses	-	831.45	1,800.00	46.2%	744.43
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	-	14,992.62	13,250.00	113.2%	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	9,400.00	16,000.00	58.8%	14,000.00
Professional Services - Accounting	291.28	7,245.43	14,000.00	51.8%	7,700.20
Professional Services - Engineering	-	4,091.51	15,000.00	27.3%	2,470.00
Professional Services - Legal	1,617.00	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	_	1,513.99	25,000.00	6.1%	1,558.93
Equipment Maintenance	1,226.04	23,668.94	39,000.00	60.7%	529.90
Beach Maintenance	-,	3,259.53	4,000.00	81.5%	3,702.92
Vehicle Maintenance	1,686.56	3,849.93	2,000.00	192.5%	55.53
Travel and Training	49.08	1,299.08	15,000.00	8.7%	625.00
Community Promotions	1.500.00	1,500.00	7,500.00	20.0%	495.10
Office Supplies	623.14	4,993.89	13,800.00	36.2%	3,496.81
Postage	-	1.757.80	4.750.00	37.0%	2.294.67
Planning and Zoning	_	56.00	500.00	11.2%	164.24
Printing and Zerming	857.73	8,907.57	9,000.00	99.0%	5,574.38
Utilities	2,130.07	11,845.39	26,750.00	44.3%	11,122.44
Uniforms	193.81	428.81	4,050.00	10.6%	-
Capital Expenditures	3.26	43,910.43	175,000.00	25.1%	_
Furniture and Equipment	3,420.84	15,171.81	20,000.00	75.9%	381.48
Telecommunication	2.736.98	8,988.80	24,000.00	37.5%	7,894.58
Emergency Telecommunication	2,700.00	3,192.00	7,500.00	42.6%	948.00
Council/Committee Expenditure	_	500.47	1,500.00	33.4%	1,233.77
Memberships, Dues and Subscriptions	2,351.39	15,980.82	21,650.00	73.8%	13,553.74
Website	2,551.55	10,000.02	700.00	75.070	549.36
Equipment Rentals	430.85	4,015.98	9,000.00	44.6%	4,273.81
Advertising	1.525.00	6,053.90	12.200.00	49.6%	7.050.92
Contingency	575.25	18,570.74	30,000.00	61.9%	683.98
Bank Charges	373. <u>2</u> 3	4,029.89	1,950.00	206.7%	1,304.52
Contracted Services - Beach Patrol	572.21	4,023.03	1,330.00	200.770	7,378.00
Contracted Services - IT	6,239.54	23,104.58	41,500.00	55.7%	15,704.39
Contracted Services - 11 Contracted Services - Landscaping	2,450.00	18,839.13	6,500.00	289.8%	43,469.08
Contracted Services - Candscaping  Contracted Services - Other	1,855.91	15,718.87	30,200.00	52.0%	14,533.17
Election Expense	1,000.91	3,227.50	-	32.070	14,555.17
Vehicle Purchase Expenditures	-	39,000.00	-	-	-
Court Expenditures	368.75	5,759.64	8,750.00	65.8%	4,844.38
•		,		35.8%	,
Emergency Preparedness	4,981.29	11,449.65	32,000.00	აა.ი%	16,427.98
Special Events	94,524.35	738,205.76	9,500.00	52.4%	511,650.66
Total Expenditures	94,024.33	•	1,408,833.00		311,000.00
Excess of Revenues Over (Under) Expenditures	\$ 39,712.11	494,026.32	124,462.00	396.9%	583,521.12

# Statement of Revenues and Expenditures Modified Cash Basis

For the Month and Six Months Ended July 31, 2022

		Current Year				
	_	Current			% of Annual	Prior Year-to-
	_	Month	Year to Date	Annual Budget	Budget	Date
Receipts to Be Used toward Restricted Fund Balances						
State Accomodations Tax						
Advertising & Promotion	\$	-	14,694.89	100,500.00	14.6%	61,204.95
Tourism		-	31,838.92	217,750.00	14.6%	132,610.71
Interest Income		232.28	1,012.60	250.00	405.0%	137.14
Total State Accomodation Tax		232.28	47,546.41	318,500.00		193,952.80
County Accomodations Tax - Charleston						
Receipts		-	15,754.69	45,000.00	35.0%	-
Interest Income		63.90	188.24	-	-	4.96
Total County Accomodations Tax - Charleston		63.90	15,942.93	45,000.00		4.96
Alcohol Tax		_	-			
Receipts		_	5.000.00	3.000.00	166.7%	3,000.00
Interest Income		46.28	143.43	20.00	717.2%	22.18
Total Alcohol Tax		46.28	5,143.43	3,020.00	111.270	3,022.18
ARPA		40.20	3,143.43	3,020.00		3,022.10
Receipts		_	_	464,239.00	_	_
Total ARPA				464,239.00		
Total / III / I				+0+,200.00		
Total Restricted Fund Receipts	\$	342.46	68,632.77	830,759.00	8.3%	196,979.94
Expenditures Used toward Restricted Fund Balances						
State Accomodations Tax - Advertising and Promotion		_	14,694.89	100,500.00	14.6%	61,204.95
State Accomodations Tax - Tourism		60,654.68	169,781.47	215,000.00	79.0%	134,216.91
County A-Tax Expenditure		-	100,701.47	45,000.00	7 3.0 70	5,000.00
Alcohol Tax Expense		_	_	10,000.00	_	0,000.00
ARPA Expenses				464,239.00		
Total Used toward Restricted Funds	\$	60,654.68	184,476.36	834,739.00	22.1%	200,421.86
	<u> </u>	55,55				
Receipts to Be Used toward Designated Fund Balances						
Emergency Fund						
Total Emergency Fund						
rotal Emorgonoy Fana						
Total Designated Fund Receipts	\$	-				
Expenditures Used toward Designated Fund Balances						
Emergency Fund		_	_	_	_	_
Capital Expenditures - Road and Drainage		_	24,505.00	150.000.00	16.3%	12,910.00
Capital Expenditures - Road and Brainage  Capital Expenditures - Town Facilities		_	2,500.00	60,000.00	4.2%	12,310.00
Suprial Experiences - Town Lacinnes		-	2,300.00	00,000.00	4.2 /0	-
Total Used toward Designated Funds	\$	-	27,005.00	210,000.00	12.9%	12,910.00

**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 AUDITORS' ADJUSTMENT	73,636.27	-	-	339,802.94	339,802.94
	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 Interest Income	(73,636.27)	-	-	- 40.61	- 40.61
	TOTALS 2/28/2022	-	-	-	339,884.58	339,884.58
Mar-22	Ck# 7372 Pyro Shows East Coast, Inc. Ck# 7386 Alan Fleming Tennis Tournament		-	-	(9,500.00) (15,000.00)	(9,500.00) (15,000.00)
	Interest Income TOTALS 3/31/2022		-	-	86.17 315,470.75	86.17 315,470.75
Apr-22	Received from County Transfer to General Fund		2,449.15 (2,449.15)	14,694.89	31,838.92	48,982.96 (2,449.15)
	Ck# 7431 Chas Area Convention Center Interest Income			(14,694.89)	144.18	(14,694.89) 144.18
	TOTALS 4/30/2022	-	-	-	347,453.85	347,453.85
May-22	Ck# 7453 Barrier Island Ocean Rescue Ck# 7463 Lowcountry Marine Mammal Interest Income		-	-	(12,071.00) (1,038.44) 226.70	(12,071.00) (1,038.44) 226.70
	TOTALS 5/31/2022	-	-	-	334,571.11	334,571.11
Jun-22	Ck# 7485 Barrier Island Ocean Rescue Ck# 7463 Lowcountry Marine Mammal		-	-	(22,130.00) (1,103.35)	(22,130.00) (1,103.35)
	Ck# 7500 Barrier Island Ocean Rescue Interest Income		-	-	(48,284.00) 241.63	(48,284.00) 241.63
	TOTALS 6/30/2022	-	-	-	263,295.39	263,295.39
Jul-22	Ck# 7535 Pyro Shows East Coast, Inc. Ck# 7539 Lowcountry Marine Mammal Ck# 7541 Barrier Island Ocean Rescue		-	-	(9,500.00) (1,261.68) (49,893.00)	(9,500.00) (1,261.68)
	Interest Income				232.28	232.28
	TOTALS 7/31/2022	-	-	-	202,872.99	252,765.99

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

DATE		DUE FROM COUNTY	REVENUES	EXPENDITURES	TOTAL
	TOTALS 12/31/2021 ADJUSTMENT TO ESTIMATE	-	-	-	39,865.91 -
	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		11.6
	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	-	49,750.0
May-22	Received from County	-	5,912.41	-	5,912.4
	Interest Income		35.03		35.03
	TOTALS 5/31/2022	-	15,831.54	-	55,697.4
Jun-22	Interest Income	<u>-</u> _	47.49	<u>-</u>	47.49
	TOTALS 6/30/2022	-	15,879.03	-	55,744.94
Jul-22	Interest Income	<u>-</u> _	63.90	<u>-</u>	63.90
	TOTALS 7/31/2022	-	15,942.93	-	55,808.84

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

DATE		Alcohol Tax	American Rescue Plan Act (ARPA)
	TOTALS 12/31/2021 AUDITORS' ADJUSTMENT	35,277.44 -	- -
	ADJUSTED BEGINNING BALANCE	35,277.44	
Jan-22	Interest Income	4.26	
	TOTALS 1/31/2022	35,281.70	-
Feb-22	Interest Income	4.22	
	TOTALS 2/28/2022	35,285.92	-
Mar-22	Interest Income	9.64	
	TOTALS 3/31/2022	35,295.56	-
Apr-22	Interest Income	14.65	
	TOTALS 4/30/2022	35,310.21	-
May-22	Received from state	5,000.00	
	Interest Income TOTALS 5/31/2022	27.33 40,337.54	
	TOTALS 3/31/2022	40,337.34	-
Jun-22	Interest Income	37.05	
	TOTALS 6/30/2022	40,374.59	-
Jul-22	Interest Income	46.28	
	TOTALS 7/31/2022	40,420.87	-

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

#### **RESOLUTION NO. 2022-37**

<b>ADOPTED</b>	

# 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

WHEREAS, on August 3, 2022, the town received a written request from BBC Natural History & Factual Productions Ltd. to operate a motor vehicle on the beach between the dates of September 5-23, 2022, for the purpose of transporting personnel and equipment to and from Captain Sams Inlet as part of a documentary filming project related to dolphin strand feeding; and

**WHEREAS**, Section 32-42(a) of the Town Code for the Town of Seabrook Island generally prohibits the driving or operation of any motor vehicle, of any kind or nature, on the beach, except in limited circumstances; and

WHEREAS, Section 32-42(a)(7)(a) authorizes the Town Council to grant a permit for the operation of motor vehicles on the beach when such vehicles are determined to be essential to the applicant's intended purpose; and

WHEREAS, the Town Council for the Town of Seabrook Island have determined that the use of a vehicle by BBC Natural History & Factual Productions Ltd., its employees and contractors, is essential to the safe and efficient transport of personnel and equipment; and

WHEREAS, the Town Council for the Town of Seabrook Island has further determined that BBC Natural History & Factual Productions Ltd., its employees and contractors, have demonstrated a commitment to the safe operation of a motor vehicle while on the beach in Seabrook Island;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council for the Town of Seabrook Island hereby authorizes BBC Natural History & Factual Productions Ltd., its employees and contractors, to operate a vehicle on the beach between the dates of September 5-23, 2022, subject to the following conditions:

- (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 (10) 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;
(6)	All vehicles being operated on the beach shall be equipped with four-wheel drive;
(7)	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 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;
(8)	The applicant shall comply with any and all conditions imposed by any state or federa agency or department, to the extent such conditions are applicable to the applicant's use of a vehicle on the beach; and
(9)	The applicant shall be responsible for obtaining separate approval from the Seabrook Island Property Owners Association (SIPOA) for access through SIPOA's private security gate and across SIPOA's beach access points.
	SINED AND SEALED this day of, 2022, having been duly by the Town Council for the Town of Seabrook Island on the day of, 2022.

Signed:

Witness:

John Gregg, Mayor

Katharine E. Watkins, Town Clerk



Wednesday 3<sup>rd</sup> August 2022

To Whom It May Concern,

# **RE: BBC filming permission request**

I am writing to you from the BBC's Natural History Unit as we will be sending a small crew of 7 people (which includes 2 x skippers) to film dolphin stranding behaviour for a new blue-chip natural history documentary series in South Carolina in September 2022.

We would like to request filming permissions including drone use on Seabrook Island as well as permission to take a vehicle onto the beach to enable us to transport various pieces of kit to filming spots.

Our intended filming period is from the 5<sup>th</sup>-23<sup>rd</sup> September 2022 and further details of the vehicle we would like to be able to access the beach are below:

- We will only require vehicle beach access on Seabrook for a handful of days within the total shoot period and filming will be in daylight hours, likely 2 hours either side of low tide.
- The purpose of taking the vehicle onto the beach is to be able to transport our kit to spots where we would be able to film the dolphin behaviour from the shore.
- The vehicle to be used is a 2022 Jeep Gladiator 4x4.
- Scott Snider a local camera operator will be operating the vehicle, his contact number is 843-297-6849 and a copy of his driver licence and vehicle insurance is attached with this letter. Scott is based at Folly Beach and is very familiar with filming in the area and the beach at Seabrook, having used it in the past for access for filming.
- We acknowledge the requirements of Sec. 32-42(b) of the Town Code for the general requirements for vehicles on the beach, as sent via email on 25<sup>th</sup> July 2022.

If you require any further details or information please do let me know.

Kind regards,

Izzi Tippetts

Production Co-ordinator
NATURAL HISTORY UNIT

**Tel:** +44 (0)7583 347222 **Email:** <u>izzi.tippetts@bbc.co.uk</u>

# **Joe Cronin**

From: Joe Cronin

**Sent:** Monday, July 25, 2022 1:25 PM

To: Izzi Tippetts

**Cc:** Katharin Gilbert; Vicky Webb; Louise Britton; Sheryl Bawden

**Subject:** RE: BBC series - Seabrook filming permissions for September 2022

Hi Izzi,

As a follow up to our conversation, I have included a copy of our ordinance pertaining to vehicles on the beach below.

You may submit a request in writing on company letterhead. The letter should include each of the following:

- The dates and times the vehicle will be used
- The purpose(s) for which the vehicle will be used
- The make and model of the vehicle to be used (please note the vehicle must be equipped with four-wheel drive)
- The name and contact information of the person (or persons) who will operate the vehicle, along with a copy of the person's driver's license and liability insurance.
- An acknowledgement of the requirements of Sec. 32-42(b) of the Town Code, outlining the general requirements for vehicles on the beach

Ordinance requirements:

#### Sec. 32-42. - Vehicle Use.

- (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 Sec. 56-1-10 of the South Carolina Code of Laws; 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 thirty (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, 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 (10) 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.

# Joseph M. Cronin

Town Administrator Town of Seabrook Island 2001 Seabrook Island Road Seabrook Island, SC 29455 Office: (843) 768-5321

www.townofseabrookisland.org

From: Izzi Tippetts <izzi.tippetts@bbc.co.uk>

Sent: Friday, July 22, 2022 8:20 AM

To: Joe Cronin < jcronin@townofseabrookisland.org>

Cc: Katharin Gilbert <katharin.gilbert@bbc.co.uk>; Vicky Webb <vicky.webb@bbc.co.uk>; Louise Britton

<louise.britton@bbc.co.uk>; Sheryl Bawden <sheryl.bawden@bbc.co.uk>
Subject: RE: BBC series - Seabrook filming permissions for September 2022

Hi Joe,

I'm just getting in touch as Sheryl is now on leave for a few weeks, so I just wanted to follow up on her email below regarding filming permissions including drone use on Seabrook Island and taking vehicles onto the beach.

If you're able to get back to me when possible to let me know what permits are required and what that process is I would be really grateful as we would like to get any applications in as soon as possible in time for our shoot planned for September.

Thanks so much in advance, Izzi

Izzi Tippetts | Production Coordinator
NATURAL HISTORY UNIT | BBC STUDIOS

207583347222 <sup>1</sup>dizzi.tippetts@bbc.co.uk

From: Sheryl Bawden <sheryl.bawden@bbc.co.uk>

Sent: 20 July 2022 18:26

To: jcronin@townofseabrookisland.org

Cc: Katharin Gilbert <katharin.gilbert@bbc.co.uk>; Izzi Tippetts <izzi.tippetts@bbc.co.uk>; Vicky Webb

<<u>vicky.webb@bbc.co.uk</u>>; Louise Britton <<u>louise.britton@bbc.co.uk</u>> **Subject:** BBC series - Seabrook filming permissions for September 2022

Dear Joe,

I hope this email finds you well and you don't mind me emailing you out of the blue.

I work at the BBC Natural History Unit and we are producing a new landmark TV series, which explores how animals overcome the everyday challenges of life.

One of our episodes explores novel ways of hunting and we are filming the strand feeding behaviour of South Carolina's bottlenose dolphins as an archetypal example of this.

We're working with Lauren Rust of the LMMN and I wanted to get in touch with you to ask about filming permissions including drone use on Seabrook island and whether we might be able to get permission to take vehicles onto the beach which would enable us to transport various pieces of kit to filming spots.

I'd also really appreciate it if you can provide any advice on any other permissions we may need to seek in order to achieve our filming goals – we currently have a permit application in with NOAA to film the behaviour.

We anticipate filming to occur for 3 weeks within the timeframe of 5<sup>th</sup> September – 9<sup>th</sup> October 2022.

Please let me know your thoughts and I'd be very happy to set up a zoom call to discuss further.

Best wishes

Sheryl

# **Sheryl Bawden**

Assistant Producer – *Project Dolphin* BBC NATURAL HISTORY UNIT

 $\bullet$   $\bullet$   $\bullet$   $\bullet$ 

Tel: +44 (0)303 082 1658 <u>Sheryl.Bawden@bbc.co.uk</u> BBC Studios, Bridgewater House , Counterslip, Bristol, BS1 6BX

# BBC STUDIOS

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#### **RESOLUTION NO. 2022-38**

ADOPTED	

# 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

**WHEREAS**, on August 1, 2022, the town received a written request from Charleston Green to operate a motor vehicle on the beach between the dates of October 17-21, 2022, for the purpose of transporting personnel, equipment and materials to and from 3742 Seabrook Island Road to conduct maintenance and repair work to a rock revetment on the beach side of the property; and

WHEREAS, Section 32-42(a) of the Town Code for the Town of Seabrook Island generally prohibits the driving or operation of any motor vehicle, of any kind or nature, on the beach, except in limited circumstances; and

WHEREAS, Section 32-42(a)(7)(a) authorizes the Town Council to grant a permit for the operation of motor vehicles on the beach when such vehicles are determined to be essential to the applicant's intended purpose; and

**WHEREAS**, the Town Council for the Town of Seabrook Island have determined that the use of a vehicle by Charleston Green, its employees and contractors, is essential to the safe and efficient transport of personnel, equipment and materials; and

**WHEREAS**, the Town Council for the Town of Seabrook Island has further determined that Charleston Green, its employees and contractors, have demonstrated a commitment to the safe operation of a motor vehicle while on the beach in Seabrook Island;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council for the Town of Seabrook Island hereby authorizes Charleston Green, its employees and contractors, to operate a vehicle on the beach between the dates of October 17-21, subject to the following conditions:

- (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 (10) 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;

- (6) All vehicles being operated on the beach shall be equipped with four-wheel drive;
- (7) 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 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;
- (8) 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 a vehicle on the beach; and
- (9) The applicant shall be responsible for obtaining separate approval from the Seabrook Island Property Owners Association (SIPOA) for access through SIPOA's private security gate and across SIPOA's beach access points.

SI	GNE	D A	ND SEA	<b>LED</b> this		da	ay of _			,	202	22, ha	aving	been o	ylub
adopted 	by	the		Council 022.	for	the	Town	of	Seabrook	Island	on	the		_ day	of
Signed:		Joh	n Greg	g, Mayor											
Witness:		 Kat	 harine	E. Watkir	 ns, To	 own C	 :lerk								



Date: August 1, 2022

To: Seabrook Island Town Council - Town Administrator

**Title:** Permit Request for Vehicular Beach Access for Maintenance and Repair of Rock Revetment at 3742 Seabrook Island Rd., TMS # 1471300006

Dear Town Administrator,

# Objective

The purpose of this request is to obtain approval for vehicular beach access in order for us to provide maintenance and repair to the rock revetment located on the seaward side of Mr. Tony Bakker's property located at 3742 Seabrook Island Rd., TMS # 147300006. We have been contracted by Mr. Bakker to handle this maintenance and repair work, which consist of placing approximately 1200 Tons of additional "Armor Stones" within the existing rock revetment footprint (footprint further specified/defined in the attached OCRM "Maintenance and Repair Notification") to reinforce it and mitigate any future erosion of the property. We believe vehicular beach access is essential for us to access the seaward side of Mr. Bakker's property in order to properly reinforce the existing rock revetment with our equipment. We will need to access the beach with our four-wheel drive off-road truck and one John Deere 250 Excavator via Boardwalk 1. From Boardwalk 1 we would drive the truck down to the beach frontage located in front of the empty lot to the South of Mr. Bakker's property (identified on the map attached hereto). Then we would proceed to load the off-road truck with the new "Armor Stone" from up on the empty lot with an excavator. The loaded off-road truck would then travel approximately 350' East on the beach to the beach frontage in front of Mr. Bakker's property (identified on the map attached hereto). The excavator would also be utilizing Boardwalk 1 to access the beach and travel down the beach to the rock revetment site. The off-road truck would then be off loaded with our excavator from the beach, and the excavator would place the new "Armor Rock" onto the existing rock revetment. We expect this project to take 1 to 2 days to complete.

# **Dates and Times**

We anticipate beginning this rock revetment project the week of October 17, 2022, with a project completion date of October 21, 2022. This is all of course dependent upon when the vehicular beach

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access permit is approved, and when we are able to receive the materials from our third party suppliers for this project so these dates may be adjusted based on that. All work will be done during normal business hours (8AM – 5PM) Monday – Friday.

#### **Permitted Vehicles Make and Model**

- 2014 John Deere 250G LC FT4 Serial # 1FF250GXHEF609399
- 2. 2018 Terramac RT6 Serial # 6G0038

# **Permitted Vehicles Operator Information**

- 1. Sam Smoak (DL Attached)
  - a. Phone: 843-870-3350
  - b. Email: sam@charlestongreen.net
- 2. John Gamble (DL attached)
  - a. Phone: 843-697-5946
  - b. Email: jgamble@charlestongreen.net

#### **OCRM Permit**

Attached Hereto

# **Beach Trust (SIPOA) Access Approval**

Attached Hereto

j

## **SCDNR Marine Turtle Conservation Program**

We have notified the SCDNR MTCP representative, Michelle Pate, of this upcoming project and informed her of the fact that the project needs to be completed prior to the OCRM Permit expiring on October 29, 2022. Since The turtle nesting season runs through October 31, we will coordinate with Michelle and the SCDNR MTCP each day prior to mobilizing any permitted equipment on the beach or beach access so that she can ensure all nest have been surveyed, cleared, and give us the "green light" to proceed with accessing the beach. We understand that in the event a nest is disturbed and/or an adult sea turtle is encountered during our construction work that we will immediately cease all work and contact the SCDNR MTC.

## Acknowledgment

We acknowledge that we have reviewed, understand, and will abide by the requirements (outlined below) specified in Section 32-42 (b) of the Town Code of Ordinance:

(b) Except in cases of an emergency, 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:

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- (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.

We further acknowledge that the vehicle/equipment operators will comply with all such requirements

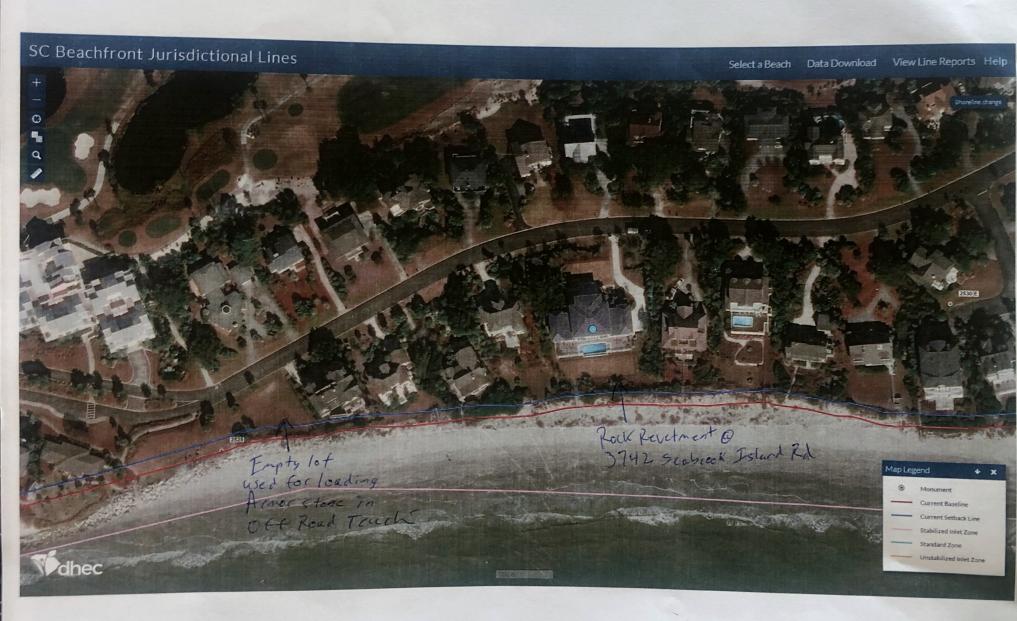
at all times.

Operator's Signature – John Gapyble

Charleston Green's Signature - John

Smoak (Owner)

1





# Office of Ocean and **Coastal Resource Management**

#### CONSTRUCTION AUTHORIZATION

Permittee/

Property Owner:

**Tony Bakker** 

Address of Permittee/

3742 Seabrook Island Rd.

**Property Owner:** 

Seabrook Island, SC 29455

Application

HPF-HJ9Y-QKMZ1

October 29, 2022

Number:

Date Issued:

**Expiration Date:** 

April 29, 2022

Location:

described in letter.

3742 Seabrook Island Rd.

property owner name) Contractor's License #:

Contractor's Name:

(if none provided, then

Waterway:

**Atlantic Ocean** 

**Tony Bakker** 

City:

Seabrook Island

County:

**Charleston County** 

2

Project Manager

April 29, 2022

Authorized Work: Maintenance & Repair of rock

revetment. Crest elevation from 2014 Mead & Hunt

survey and existing footprint may not be exceeded as

Date

> This Notice Must Be Conspicuously Displayed at the Work Site <



April 29, 2022

Mr. Tony Bakker 3742 Seabrook Island Rd. Seabrook Island, SC 29455

Re:

**Maintenance and Repair Notification** 

Rock Revetment at 3742 Seabrook Island Rd., Seabrook Island, SC

HPF-HJ9Y-QKMZ1

Dear Mr. Bakker:

This is in response to your recent request to perform Maintenance & Repair to an existing rock revetment at 3742 Seabrook Island Rd., Seabrook Island, TMS# 1471300006.

A statewide survey of existing beachfront erosion control structures was performed by the engineering firm Mead & Hunt in 2014. The survey measurements for your property are summarized below. The average elevation of the toe (bottom) of the revetment was approximately 10 feet NAVD88, the average elevation of the mid-slope of the face of the revetment was approximately 11.7 feet NAVD88, and the average elevation of the crest (top) of the revetment was approximately 13 feet NAVD88.

3742 Seabrook Island Rd - Revetment M&R Mead & Hunt 2014 Survey Data

Transect (from N to S)	Crest Elevation (ft NAVD88)	Toe Elevation (ft NAVD88)	Mid-Slope Elevation (ft NAVD88)
1	13.29	11.31	12.04
2	12.95	10.25	12.43
3	12.86	8.98	11.28
4	12.60	9.72	11.92
5	12.98	9.21	11.19
6	13.13	9.35	11.31
7	12.65	9.73	11.17
8	13.34	11.34	11.89
9	13.47	9.40	11.94
Average:	13.03	9.92	11.69

Armor stones similar in size to those comprising the existing revetment may be added, provided that the average elevation of the crest from the 2014 survey is not exceeded. Alternatively, existing armor stones on site may be re-stacked, provided that the average elevation of the crest from the

#### HPF-HJ9Y-QKMZ1

2014 survey is not exceeded. Armor stones can be placed no farther seaward than the seaward toe of the existing exposed riprap. In other words, any new or re-stacked armor stones must be placed within the footprint of the existing exposed revetment structure.

If heavy equipment will be located on the beach, the contractors shall be in direct contact with the S.C. Department of Natural Resources (DNR) Marine Turtle Conservation Program (MTCP) representative if work is performed during sea turtle nesting season (May 1 – October 31). Daily, early surveys of the beach are performed to document turtle nesting activity and the MTCP representative shall be consulted each morning prior to any work being performed on the beach. Heavy equipment must not drive on the beach until the area, including the access point, is cleared and false crawls have been documented. In the event a nest is disturbed during construction and/or sea turtle adult is encountered, all work should cease and the DNR MTCP should be contacted immediately. The MTCP contact is Michelle Pate who can be reached at 843-953-9052 (office), 843-384-0605 (cell), or PateS@dnr.sc.gov.

The scope of work described above would conform to the Department's Normal Maintenance and Repair criteria as set forth in Regulation 30-5.(D):

"Normal maintenance and repair applies only to work on a structure which has been previously permitted or is grandfathered or exempted and is still generally intact and functional in its present condition. The work may only extend to the original dimensions of the structure, and any expansion, additions, or major rebuilding will require either a Department permit or documentation to and written approval from the Department."

A construction placard identifying this activity under the maintenance and repair notification is enclosed. The placard should be posted conspicuously on site during maintenance and repair activities.

Acknowledgement of this maintenance and repair request does not relieve you of your responsibility to obtain any local government permits that may be required for this work nor does it permit any activity that is not previously authorized by this agency. Please note that the Department reserves the right to require a full permit if deemed necessary. If you have any further questions concerning this matter, please do not hesitate to contact me at <a href="mailto:slagelmj@dhec.sc.gov">slagelmj@dhec.sc.gov</a> or 843-953-0250.

Sincerely.

CC

Matthew I. Slagel

**Beachfront Permitting Project Manager** 

**Critical Area Permitting Section** 

Mr. Blair Williams, Critical Area Permitting Section Manager

Mr. Craig Pawlyk, Jon Guerry Taylor & Associates, Inc., Agent

From: Michelle Pate PateS@dnr.sc.gov Subject: RE: 3742 Seabrook Island Road

Date: Aug 4, 2022 at 12:16:26 PM

To: Sam Smoak sam@charlestongreen.net

#### Town of Seabrook Island

#### Dear Sir or Madam:

This response is in accordance with the Maintenance and repair request notification from SCDHEC OCRM for rock revetment at 3742 Seabrook Island Road on Seabrook Island, SC, HPF-HJ9Y-QKMZ1 issued April 29, 2022, to Mr. Tony Bakker.

The SCDNR Marine Turtle Conservation Program has been contacted by Sam Smoak of Charleston Green LLC as specified in the request letter regarding work performed during the sea turtle season. We have been advised that materials and equipment will be stored off the beach. Travel of heavy equipment (excavator and dump truck) would occur below the high tide line except when coming out of Boardwalk 1 to access the beach working during low tide.

Coordination of daily access to the project area will be between contractor and local volunteer working with the Seabrook Island Turtle Patrol team each morning before work is to commence to ensure any sea turtle activity has been documented. As stipulated in the letter in the event a nest is disturbed during work and/or a sea turtle is encountered, all work shall cease and SCDNR MTCP contacted immediately at 843-384-0605 or pates@dnr.sc.gov.

Sincerely,

Michelle Pate Coordinator SCDNR Marine Turtle Conservation Program PO Box 12559 Charleston, SC 29422

From: Sam Smoak < sam@charlestongreen.net >

Sent: Tuesday, August 2, 2022 7:11 AM To: Michelle Pate <PateS@dnr.sc.gov> Subject: Re: 3742 Seabrook Island Road

Thank you so much! You are awesome. Please let me know if you need anything from us.

### **Beach Trust (SIPOA) Access Approval**

#### **Joe Cronin**

From: Heather Paton <hpaton@sipoa.org>
Sent: Friday, August 5, 2022 3:06 PM
To: Sam Smoak; Joe Cronin

Cc: Katrina Burrell; Steve Hirsch

**Subject:** Beach access for revetment repairs at 3742 Seabrook Island Rd.

Good afternoon, Sam,

SIPOA has granted permission for Charleston Green to access the beach to repair the revetment wall at 3742 Seabrook Island Rd.

The contractor can access the beach via the roadway at BW1 and travel to the project site. The property owners at 3764 have agreed to allow use of their property as a staging area. Per instructions from SCDNR, daily beach access to the project site must be coordinated with the Seabrook Island Turtle Patrol.

The contractor is responsible for repairing any damage to the roadway, concrete curb or beach trust resulting from the transport of granite stone or other equipment to the project site. A SIPOA ARC permit is also required prior to commencement of work.

#### Heather

Heather Paton, MCM, CMCA, LSM, PCAM Executive Director Seabrook Island Property Owners Association 1202 Landfall Way Johns Island, SC 29455 843.768.0061 843.768.4317 FAX







# MICHAEL E. KARAMUS Architect L.L.C.

P.O. Box 22026

Charleston, S.C. 29413

843 768 9980

August 2, 2022

Town Of Seabrook Island 2001 Seabrook Island Road Seabrook Island, SC 29455 Attn: Mr. Joe Cronin

Re:

New Town Hall Annex / Existing Building Renovations 2001 Seabrook Island Road Seabrook Island, SC 29455

Architectural Services Proposal

Dear Joe.

It was a pleasure to speak you both earlier to discuss the possibility of my firm providing design services for the new Town Hall Annex & Interior Renovations to Existing Town Hall on Seabrook Island. I am pleased to present this proposal for architectural services to you.

Based upon the quality level of plans that I produce, the time I estimate for completion of those plans for this house, and the consultants that I am required to retain, my fee for your project would be thirty two thousand five hundred (\$32,500.00) dollars. Included in this total, as required by the Town of Seabrook Island and Charleston County, are fees for a structural engineer, civil engineer, and MEP Engineering consultants. All of their services will be included in the total scope of the project and billed by me as a part of my services to you

The following items shall be included as a part of this thirty two thousand five hundred (\$32,500.00) dollar agreement;

- Initial Site Consultation
- Schematic Design
- Design Development
- Bidding Documents
- Construction Documents

The Construction Documents shall include:

(All items in blue are provided by consultants as a part of this agreement)

- Cover Sheet
- General Technical Information
- Site Layout
- Grading Plan (by consultant)

website: mkarchllc.com email: mkaramus@aol.com

- Tree Protection Plan (by consultant)
- Landscape Plan (by consultant)
- New Foundation Plan
- New Main Floor Plan
- Existing Floor Plan Renovations
- New Upper Floor Plan
- Existing Upper Floor Plan Renovations
- Roof Plan
- Exterior Elevations
- Building Sections
- Wall Sections
- Miscellaneous Details
- Interior Elevations (Select spaces with details)
- Schedules (basic door, window, finish)
- Structural Notes (by consultant)
- Foundation Plan (by consultant)
- Main Floor Framing Plan (by consultant)
- Upper Floor Framing Plan (by consultant)
- Ceiling Framing Plan (by consultant)
- Roof Framing Plan (by consultant)
- Structural Details (by consultant)
- Main Floor Mechanical Plan (by consultant)
- Upper Floor Mechanical Plan (by consultant)
- Mechanical Details (by consultant)
- Main Floor Electrical Plan (by consultant)
- Upper Floor Electrical Plan (by consultant)
- Electrical Details (by consultant)
- Main Floor Plumbing Plan (by consultant)
- Upper Floor Plumbing Plan (by consultant)
- Plumbing Details (by consultant)
- Project Outline Manual

For any additional services that you may request, I present these options to you. For a complete set of interior elevations, which would include all walls of all rooms and cabinetry on those walls, add the sum of two thousand five hundred (\$2,500.00) dollars. For a comprehensive project manual containing detailed specifications and selections, add the sum of one thousand five hundred (\$1,500.00) dollars. For subsurface soils exploration and

geotechnical report, add the sum of four thousand (\$4,000.00) dollars. For construction observation, which would consist of one site visit per week, for the duration of the project, add the sum of one thousand two hundred fifty (\$1,250.00) dollars per month, payable as services are rendered.

Finally, there will be an hourly fee for redesigns as required by any governmental authority prior to permit submittal. Estimates will be given prior to the execution of any additional work that may be required to satisfy the Board's request. The fees shall be:

- \$150/hr. Project Architect
- \$95/hr. Technical Staff
- \$55/hr. Clerical

Thank you very much for the opportunity to present this proposal to you. If you have any other questions or comments, please do not hesitate to contact me. Please sign one copy of this proposal and return it to me. Upon receipt, I will prepare a formal contract for this project. I look forward to hearing from you.

Sincerely,
Michael E. Karamus Architect, L.L.C.
Werbul Kauers
Michael Karamus, A.I.A.
att: payment schedule
Proposal Accepted By:
Troposar/tecepies by:
Cinnature
Signature
Date

# MICHAEL E. KARAMUS Architect L.L.C.



P.O. Box 22026

Charleston, S.C. 29413

843 768 9980

## Payment Schedule

August 2, 2022

Town Of Seabrook Island 2001 Seabrook Island Road Seabrook Island, SC 29455 Attn: Mr. Joe Cronin

Re:

New Town Hall Annex / Existing Building Renovations

2001 Seabrook Island Road Seabrook Island, SC 29455 Architectural Services Proposal

Dear Joe,

Please find below a schedule of payments per the attached proposal for the New Town Hall Annex / Interior Renovations to Existing Town Hall at 2001 Seabrook Island Road on Seabrook Island our discussions.

•	Retainer (credited to CD phase)	\$3,000.00
•	Schematic design	\$9,500.00
	Design Development	\$5,000.00
•	Construction Documents	\$18,000.00
•	Project Total	\$32,500.00

Note that reimbursable expenses such as additional surveys, stakeouts, review fees, blueprints, mailing, phone, etc. are not included in this schedule. They will be billed to you on a monthly basis with written documentation.

I look forward to working with you on this project. Please review this schedule and contact me with any questions or comments.

Sincerely,

Michael Karamus, A.I.A.

cc:file

• ARCHITECTURE • INTERIOR ARCHITECTURE •

website: mkarchllc.com 48 email: mkaramus@aol.com

August 17, 2022



Mr. Joseph Cronin Town Administrator 2001 Seabrook Island Road Town of Seabrook, SC

Reference: PROPOSAL FOR LANDSCAPE ARCHITECTURE SERVICES

Town of Seabrook - Conceptual Town Hall Park Design

Seabrook Island, South Carolina ESP Proposal No. CHP1-22772

Dear Mr. Cronin:

ESP Associates, Inc. (ESP) appreciates the opportunity to provide this proposal for Landscape Architecture Services for the above referenced site. The basis of this proposal is the phone call and on-site meeting that took place on August 9, 2022 with the Seabrook Administrative Team. We discussed your request for the design of the space to the rear of the Seabrook Town Hall, as a potential park and/or public gathering space.

#### PROJECT INFORMATION

The Town of Seabrook is wants to develop a Town Park on the property to the rear of the Town Hall to potentially include a Band Shelter, Amphitheater, Market, or Food Truck Court, etc. The Town Hall will be expanded as well and additional Maintenance facilities are being designed by a local Architect. The Town of Seabrook is requesting several design ideas (vignettes) followed by a Preliminary Concept Plan as follows:

#### **SCOPE OF SERVICES**

#### I. Landscape Architecture Services – Preliminary Conceptual Design Alternatives

- A. ESP shall create three (3) site concepts that demonstrate the overall vision and design of the proposed Seabrook Town Hall Park.
- B. This aspect of the work involves preparation of up to three (3) preliminary concept sketches to help communicate various themes and ideas for the interior courtyard space. Emphasis of this phase shall focus on establishing an overall these, vision and layout for the courtyard space. Information regarding suggested placement, scale, massing, and material preferences shall be identified during this phase of the design process.
  - The concept sketches shall be presented to the Client in a design meeting. This collaborative selection process combines the talents and energies of everyone involved to share their needs, knowledge, expertise, and insight about the future courtyard. The meeting goals are:

- Present conceptual plans and pertinent data gathered from the site investigation and receive feedback from the Town of Seabrook staff and town Council.
- Explore possibilities for each of the three (3) different conceptual plans. Discuss the various priorities, materials, strengths/weaknesses of each concept and move towards a consensus on the most suitable layout.
- Conceptual Plan Selection to determine which concept, or a singular hybrid concept, shall be developed and refined to show the site elements including pedestrian circulation, paving types, landscape material, furniture placement, site objects, etc. A visual palette and photographs of potential site elements and materials shall be presented in conjunction with the approved conceptual plan in order to guide the future development and support cost estimating, by others.
- Deliverable shall be a 24" x 36" (or larger) hardcopy print and a .pdf file.
- C. The chosen concept shall be the basis for the next phases of the work by identifying the priority areas overall scope and vison. Concept Plan shall be a combination of Photoshop and AutoCAD. ESP assumes that the final plan shall be one of the provided concepts, or a combination of several of the concepts.

Our anticipated fee for the above services (I) is a lump sum of \$3,200.00. Any revisions or changes required that are not the responsibility of the Landscape Architect will be completed on a time and material basis based on the attached hourly rate sheet or a negotiated fee basis.

#### II. Landscape Architecture Services – Preliminary Concept Plan Revision and Review

This aspect of the work shall include the preparation of one (1) revision to the Preliminary Concept Plan from Task above. Once revised, the Client approved Preliminary Concept Plan will be utilized for informal staff meeting with the Town of Seabrook staff and Council for courtesy site review. The basis for the courtesy plan review is assumed to be the Client approved Preliminary Concept Plan.

- A. Prepare one (1) revision to the Preliminary Concept Plan prepared as part of Task I above and as directed by the Client. Revision shall be based on the development criteria from the Client's program requirements / scope.
- B. As directed, if requested, attend one (1) meeting with Town of Seabrook staff to discuss components of the plan and courtesy submittal.

Our fee for the above services (II) will be provided at the hourly rates shown on the attached fee schedule. A budget of \$3,000.00 has been established for these services; however, this estimate may need revision if the services or scope require additional commitment.

Items to be provided by Client (Town of Seabrook) for Landscape Architecture Services:

- Utility information for existing underground infrastructure (Pipes, catch basins, foundations, cables, wire, fiber optic, etc.)
- Client coordination and communication.

- AutoCAD file of building.
- Overall project schedule, budget and timely estimating services.

#### **COMPENSATION**

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. ESP will invoice for expenses incurred as part of this work at cost plus 15% including, but not limited to, the following: submittal fees required for approval of the project, printing costs, overnight shipping, pickup/delivery expenses, travel time, travel expenses, mileage, and any other expenses associated with our work. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

<u>Task</u>	Phase	Contracting Method	<u>Fee</u>
	Landscape Architecture Services – Preliminary Design Alternatives	Lump sum	\$3,200.00
	Landscape Architecture Services – Preliminary Concept Plan Revision and Review	Hourly Rate  Total:	\$3,000.00 \$6,200.00

#### AUTHORIZATION

Our "Statement of Terms and Conditions" and "Fee Schedule" are attached and incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning both originals of this proposal to our office. By acceptance of this proposal, Clients are guaranteeing ESP that owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

ESP appreciates the opportunity to provide this proposal for Landscape Architecture Services for the above referenced project. If you should have questions concerning this proposal or if additional information is required, please contact us.

Sincerely,

ESP Associates, Inc.

Keane McLaughlin

Planning Department Manager

Matthew Levesque

Matthew Levesque

Planning Division Manager

Attachments: Statement of Terms and Conditions

Fee Schedule 2201

#### ACCEPTED AS A CONTRACT BY AND BETWEEN

Mr. Joseph Cronin, Town Administrator	Date
Town of Seabrook Island	
Mr. Edward G. Horstkamp III, Executive Vice President	Date
ESP Associates, Inc.	Dute

#### **Statement of Terms and Conditions**

ATTACHMENT I

PREAMBLE: THIS CONTRACT CONTAINS LIMITATIONS OF WARRANTY AND LIABILITY, AMONG OTHER THINGS. YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND TO SEEK COUNSEL REGARDING ANY QUESTIONS YOU MAY HAVE RELATED TO THE LANGUAGE CONTAINED HEREIN.

**WITNESSETH: WHEREAS,** Client desires to contract with Consultant to furnish Services to Client's project identified above.

**WHEREAS,** Consultant is engaged in the business of providing services and related labor, materials, and equipment. (herein individually and collectively referred to as Services.)

**NOW, THEREFORE**, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

**OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services and agrees that such services and any additional services authorized by client, shall be governed by this Agreement.

**CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the attached proposal each of which is incorporated into the other.

**PAYMENT:** Client will pay Consultant for services and expenses in accordance with the Contract Documents. The current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred by Consultant in collecting past due amounts shall be paid by the Client.

Consultant shall be paid in full for all services rendered under this agreement, including any additional services authorized by Client in excess of those stated in this Agreement.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

WARRANTY AND STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this warranty and standard of care obligation and Consultant is promptly notified in writing prior to ninety (90) days after completion of such portion of the Services, Consultant will reperform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.

# THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

This Warranty And Standard Of Care is in lieu of all other warranties and standards of care. No other warranty or standard of

care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

LIMITATION OF LIABILITY - Consultant and Client mutually agree that the services provided pursuant to this Agreement involve risks or liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of Consultant, its agents, employees and subcontractors whether in contract, tort including negligence (whether sole or concurrent) and strict liability, or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or fifty thousand dollars, whichever is greater and such shall constitute liquidated damages. At additional cost, Client may obtain a higher limit of liability prior to commencement of services. The additional cost is compensation to Consultant for increasing the Consultant's limit of liability. The additional cost is not an insurance cost. Consultant's consideration to Client for this limit of liability is specifically reflected in Consultant's fees for services under this Agreement as such fees are less than Consultant would be paid for services under an Agreement without a limitation of liability. Client is cautioned that this is a limited liability Agreement limiting the liability of Consultant; therefore, Client is advised to carefully review Client's risk of liability related to this contract and address such risks through Client's insurance or other means.

DISCLAIMER OF CONSEQUENTIAL DAMAGES - In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including lost profits and loss of use.

**REPORTS** - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the services provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents, and employees, all instruments of service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request that Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for Client but at Client's request such report is addressed to the stranger) to the instruments of service. Consultant reserves the right in its sole discretion to grant or deny Client's request and to charge additional fees for granting such a request. Such strangers and addressees receiving instruments of service shall as strangers to this Agreement have no recourse or basis for claim against Consultant and in consideration for receiving such, agree to look solely to Client as provider of the instruments of service. Client shall indemnify and hold harmless Consultant, its agents, employees and subcontractors from any stranger's use or costs, liabilities, claims and attorney's fees arising from any stranger's

#### **Statement of Terms and Conditions**

ATTACHMENT I

use or reliance on instruments of services when such use or reliance is with Client's knowledge.

**SAFETY** - With respect to the performance of the Services, Consultant shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client, or third parties be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

**CONFIDENTIALITY** — Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative and to persons designated by the authorized representative to receive such information.

**SAMPLES** - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

**INVENTIONS** - Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Consultant or its employees during the term of this Agreement are and shall remain the sole and exclusive property of Consultant.

**REPRESENTATIONS OF CLIENT** - Client warrants and covenants that sufficient funds are available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-to-entry onto the project site and permission to perform the services included in this Agreement.

**PROJECT SITE** - Reasonable precautions will be taken to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold Consultant harmless from any claims and costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death and property liability including costs and attorney's fees resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of Consultant's services when the existence of such are not called to Consultant's attention in writing or the location not correctly identified in information furnished Consultant.

**TERMINATION FOR CONVENIENCE** - Upon written notice, Client or Consultant may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included herein.

UNFORESEEN OCCURRENCES - If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may; (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

**DELAYS** - Should completion of any portion of the Services be delayed for causes beyond the reasonable control of or without the fault or negligence of Consultant, the time for performance shall be extended for a period equal to the delay.

**INSURANCE** - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance. (2) Comprehensive Automobile Liability Insurance with limits of \$1,000,000.00 Certificates can be issued upon request identifying details and limits of coverage.

**INDEMNITY** - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, to the extent caused by Client's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

NON-SOLICITATION - Client does hereby agree not to seek to influence any employee of Consultant to leave Consultant's employ and or become directly or indirectly an employee or representative for Client. Client further agrees that breach of this condition will cause Consultant substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Consultant shall have the right to seek specific performance and injunctive relief.

#### **Statement of Terms and Conditions**

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**CAPTIONS AND HEADINGS** - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provisions of or scope or intent of this Agreement.

NO AMENDMENT/ WAIVER – This Contract may only be amended by the written agreement of the Consultant and the Client. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

LAW TO APPLY - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina., without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Should any provision of this Agreement be deemed unenforceable by any court of competent jurisdiction, those provisions deemed unenforceable shall be severed from the body of this Agreement, so that the primary intent of this Agreement shall remain intact.

INTERPRETATION -- Since both the Consultant and Client have reviewed this Contract, the normal rule of construction that any ambiguities in this Contract are to be resolved against the drafting party shall not apply.

# CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

**ENTIRE AGREEMENT** - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same. TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

FORCE MAJEURE – In the event that either party is unable to carry out it's obligations under this Agreement, wholly or in part, due to circumstance beyond its control, including without limitation, fire; explosions; floods; acts of God; war or other hostilities; civil commotion; governmental acts, orders or regulations; then upon giving prompt notice of force majeure to the other party, the party so affected shall be released without any liabilities on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of said obligations is prevented by circumstance of force majeure.

COMPLIANCE WITH LAW AND EEOC COMPLIANCE - During performance hereunder, and every activity connected herewith, the client/vendor shall comply fully with all applicable laws, ordinances, rules and regulations, and if requested and/or required, shall furnish evidence satisfactory to ESP of such compliance. In addition, client/vendor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR 60-1.4, 60-250 and 60-741.4, which are hereby incorporated by reference.

If applicable to this purchase order, subcontract, or bill of lading, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR § 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR 6--300) are hereby incorporated herein by reference. Further, if applicable, seller agrees to file Standard Form 100 (EEO-1) and the VETS-100A report. The contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**ATTORNEYS FEES** – Should Consultant deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Agreement, Consultant shall be entitled to recover reasonable attorneys' fees and costs.

MATERIAL FACT WITNESS – Should parties involved with Client's project become engaged in a claim in which ESP is not named, and ESP is required/requested to provide testimony, by deposition, or client request, regarding the contents of our work, ESP shall be compensated for ESP's time and materials (copies, shipping fee, etc.) as an additional service to our contract with Client. Our fees and expenses will be invoiced at our prevailing hourly and unit rates. Any request for Expert Witness services will be contracted under a separate agreement.

#### ESP Associates, Inc. Technical Services Fee Schedule 2201

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Engineering	1		
	Designer I	\$	115.00
	Designer II	\$	125.00
	Designer III	\$	135.00
	Project Manager I	\$	125.00
	Project Manager II	\$	135.00
	Project Manager III	\$	140.00
	Project Manager IV	\$	145.00
	Senior Project Manager I	\$	155.00
	Senior Project Manager II	\$	160.00
	Project Engineer I	\$	150.00
	Project Engineer II	\$	175.00
	Project Engineer III	\$	180.00
	Senior Project Engineer I Senior Project Engineer II	\$ \$	200.00 220.00
	Senior Project Engineer III	\$ \$	225.00
	Senior Managing Engineer I	\$	230.00
	Senior Managing Engineer II	\$ \$	240.00
	Senior Managing Engineer III	\$ \$	250.00
	Engineer Director I	\$	290.00
	Engineer Director II	\$	320.00
	Staff Scientist I	\$	85.00
	Staff Scientist II	\$	95.00
	Staff Scientist III	\$	105.00
	Project Geologist I	\$	130.00
	Project Geologist II	\$	145.00
	Senior Project Geologist I	\$	170.00
	Senior Project Geologist II	\$	190.00
	Principal	\$	290.00
	Managing Principal	\$	360.00
	Senior Managing Principal	\$	385.00
<u>Planning</u>			
	Land Planner I	\$	110.00
	Land Planner II	\$	125.00
	Land Planner III	\$	135.00
	Senior Land Planner I	\$	140.00
	Senior Land Planner II	\$	160.00
	Managing Land Planner	\$	175.00
	Senior Managing Land Planner I	\$	205.00
	Senior Managing Land Planner II	\$	225.00
	Planning Director I	\$	295.00
	Planning Director II	\$	300.00
<b>Landscape</b>	<u>Architecture</u>		
	Landscape Architect	\$	150.00
	Senior Landscape Architect I	\$	170.00
	Senior Landscape Architect II	\$	195.00
	Senior Managing Landscape Architect I	\$	235.00
Administra	<u>tive</u>		
	Courier	\$	75.00
	Administrative Assistant I	\$	75.00

95.00

100.00 120.00

\$ \$ \$

Administrative Assistant II

Senior Admin. Assistant I

Senior Admin. Assistant II