



TOWN OF SURFSIDE BEACH  
115 US Highway 17 North, Surfside Beach, SC 29575  
Web: [www.surfsidebeach.org](http://www.surfsidebeach.org)  
☎ (843) 913-6111 ☎ (843) 238-5432

## **PUBLIC NOTICES**

**Parking Committee Meeting, Monday, September 10<sup>th</sup>, at 1:00 p.m. in Council Chambers.**

**Special Town Council Meeting, Wednesday, September 12<sup>th</sup>, at 6:00 p.m. in Council Chambers.**

**Special Town Council Meeting, Tuesday, September 18<sup>th</sup>, at 9:00 a.m. in Council Chambers.**

## **TOWN COUNCIL REGULAR MEETING COUNCIL CHAMBERS MONDAY, SEPTEMBER 10, 2012 ♦ 6:30 P.M. (*Special Meeting Day*)**

### **A G E N D A**

1. **CALL TO ORDER** – Mayor Douglas F. Samples
2. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Carmen Carella, Lay Minister, Garden City Baptist Church
3. **AGENDA APPROVAL**
4. **MINUTES APPROVAL** - Regular Meeting August 28, 2012
5. **PUBLIC COMMENTS** – 3-minutes per speaker
6. **COMMUNICATIONS**
  - A. Presentation, Horry County District 5 Councilmember Paul Price
  - B. GSWSA Advisory Board Report, Denise Brown-Richardson, Town Representative
  - C. Department Reports
    - i. Building & Zoning
    - ii. Police
    - iii. Fire
  - D. Administrator's Report – Update on Current Events
7. **BUSINESS**
  - A. First Reading Ordinance No. 12-0726, Amend §4-20.2 Classification and Rates, One-Time Project by Out of Town Contractors, Administrator Fellner
  - B. First Reading Ordinance No. 12-0727. Amend §9-16 Decals & Exemptions, Golf Cart Placards, Chief Frederick
  - C. First Reading Ordinance No. 12-0728, Amend Chapter 3, §§302 & 302.4 International Property Maintenance Codes – Maximum Weed Heights, Director Morris

- D. Resolution #12-127 to establish Surfside Beach Hall of Fame, Golden Citizen/Business Award and Silver Citizen/Business, Councilmembers Dodge and Stevens
- E. Church of the Resurrection Golf Cart Scavenger Hunt, Chairman Lyle Werner
- F. Pier Presentation, Mr. Strickland
- G. Committee Appointments (Deferred until after Executive Session)
  - i. Surfside Beach Business Committee
  - ii. Recreation/Special Events Committee
  - iii. Non-Voting Town Council Member to Keep Surfside Beach Beautiful Committee

8. **DISCUSSION** –

- A. Sanitation Operations – Director Adair
- B. Resolution #00-012 Supporting Greater Burgess Community Association
- C. Resolution #12-112, Request Status of Southern Evacuation Lifeline, Councilmember Smith
- D. Any matters of concern or information to be discussed by Town Council.

*defer*

9. **PUBLIC COMMENTS** – 5-minutes per speaker

10. **COUNCIL COMMENTS**

11. **EXECUTIVE SESSION** - Pursuant to FOIA §30-4-70(a)(1) to consider appointments to (i) Surfside Beach Business Committee; (ii) Recreation/Special Events Committee, and (iii) Non-Voting Town Council Member to Keep Surfside Beach Beautiful Committee

12. **ADJOURNMENT**



**SURFSIDE BEACH TOWN COUNCIL  
REGULAR COUNCIL MEETING MINUTES  
AUGUST 28, 2012 ♦ 6:30 P.M.  
TOWN COUNCIL CHAMBERS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55

1. **CALL TO ORDER.**

Mayor Samples called the meeting to order at 6:30 p.m. Mayor Samples, Mayor Pro Tempore Mabry, and Councilmembers Dodge, Johnson, Kohlmann, Smith, and Stevens were in attendance. A quorum was present. Staff present: Town Administrator Fellner; Public Works Director Adair; Treasurer Hursey, and Recreation Supervisor Ellis. Also present: Town Engineer Strickland, Town Attorney Moss and Town Clerk Herrmann.

Mayor Samples announced that a Hurricane Preparedness Meeting would be held in chambers on Thursday, September 6<sup>th</sup> at 6:00 p.m. He encouraged everyone to attend. He also reminded everyone that the next regular Town Council meeting would be on Monday, September 10<sup>th</sup> at 6:30 p.m.

2. **INVOCATION AND PLEDGE OF ALLEGIANCE.** Dr. David Powers, The Pilgrimage Church, gave the invocation. Mayor Samples led the Pledge of Allegiance.

3. **AGENDA APPROVAL.** Mr. Smith moved to approve the agenda with an amendment to move Discussion Item A, Resolution #12-125 to establish Senior Citizens Advisory Committee to the business section. Ms. Dodge seconded. Mayor Samples, and Councilmembers Dodge, Johnson, Kohlmann, Smith, and Stevens voted in favor. Mayor Pro Tem Mabry voted against. **MOTION CARRIED.**

4. **MINUTES APPROVAL.** Ms. Dodge moved to approve the August 14, 2012 regular meeting minutes as presented. Mr. Johnson seconded. All voted in favor. **MOTION CARRIED.** Ms. Dodge moved to approve the August 14, 2012 workshop minutes as presented. Mr. Johnson seconded. All voted in favor. **MOTION CARRIED.** Ms. Dodge moved to approve the August 15, 2012 special meeting minutes as presented. Mr. Johnson seconded. All voted in favor. **MOTION CARRIED.**

5. **PUBLIC COMMENTS – AGENDA ITEMS.**

"Kathy Goddard. 320 15<sup>th</sup> Avenue South. I got back into town, and I was reading on, on the internet a little article regarding the firemen's insurance fund, and a, I, I voted for you to be representing me as united and working together on things, not a few of you doing things without everyone discussing things out is my personal opinion from what I read. Not saying that what I read could not be wrong, but I would suggest that there's a little feeling out there that things are going a little off kilter with council, and I would hope that what I was asked to do as a person that voted for you now that you would hold up your end and respect what I did for you in voting for you, and there was a famous person, I can't remember the exact words, but he said you can, you can tell the character of people, this isn't the exact quote, but you can tell the character of people by giving them power, and I want your character to be good character in this town, and that's what I'd like to see in here, and I appreciate your time. Thank you."

"Gene Maruca, 116 7<sup>th</sup> Ave. South. Presently I'm the chairman of recreation and special events. We have two openings on our committee; one because one of our committee members was elected to council. Tonight in executive session you're going to discuss committees, boards and such. I'm under the impression that at least four people applied for the openings on that committee. I would ask the council to reappoint Councilor Kohlmann to our committee. She was an asset while she was there. The other would be an airline hostess for Delta, Patty, Patty Barnett. I think she would serve the town well with the experience that she has, but I, I would like to see those position full. It would make our committee much stronger and we could move ahead a lot faster with a full committee. Thank you."

56 "Members of Council, and also members that are sitting back here, my name is Robert Thomas  
57 and I have been on the Greater Burgess Community Association for about 20-years. About 15-years  
58 ago, I was appointed to take on roads (\*\*) through the county, and we have been trying now for 15-year to  
59 20-years to get a bridge across to the south end so we have a way out, and we need your support on this  
60 thing very much, because if a storm hits and they close the bridge in Georgetown, everything from  
61 Georgetown is gone a come this way. We've got over a hundred thousand people in the south end and  
62 no way out. I think it's time that the people that we elected promised they would work on this. They  
63 haven't done a thing, and I just feel that the man that was really working to get something done lost the  
64 position, and I feel that we need to do something and this council needs to work with us to try to get this  
65 bridge. North Myrtle Beach is three blocks long got a bridge across. Us with a hundred thousand people,  
66 we can't get anything done. That's something wrong somewhere, and I (\*\*) and I'm sure there's a lot of  
67 people here feeling the same way I do about a way out of here. If we go across to, straight across from  
68 here, we've got three roads over there we can get on to to get out of here. You've got 24. You don't see  
69 it on the map hardly, but it goes up hits 376, 378 rather. You go on down and you pick up 261 and you  
70 got 701 runs right into Georgetown. So you got three roads there to get out on, and with a hundred  
71 thousand people, we're gone a need more than that, but at least there's a lot of us will get out ahead, and  
72 I hope and pray that this council will go to work to help us start getting this road, get this bridge across.  
73 Thank you all very much for taking your time."

74  
75 **6. COMMUNICATIONS.**

76  
77 **A. Employee Appreciation – Lonnie DeBruhl, 5 Years of Service.**

78  
79 Mayor Samples thanked Mr. DeBruhl for his service to the town and its citizens then presented  
80 him with a service plaque, anniversary pin, and service award check. He received a standing ovation.

81  
82 Mayor Samples said that Mr. DeBruhl and his family and many other staff members and their  
83 families enjoy fishing on the pier and asked whether council would consider waiving the fees for  
84 employees and their immediate family members. There were no objections.

85  
86 **B. Horry County Council on Aging, Executive Director Raymond Fontaine.**

87  
88 Mr. Fontaine explained that the Horry County Council on Aging is a private 501(3)(c) non-profit  
89 organization that receives county and federal funding, and grant funds serving over 10,000 senior citizens  
90 county-wide with a variety of programs. In the Surfside Beach location, 41 people participate in meals  
91 Monday through Friday, and 48 home bound seniors have meals delivered. Participants hear a variety of  
92 speakers about topics like social security, health and nutrition, estate planning and financial management.  
93 There is limited transportation assistance. Recently the number of recreation and field trips were  
94 expanded, and he anticipates doing more. The senior center in town is designed like a house and the  
95 seniors have become a family that helps take care of each other. Mr. Fontaine had experience with  
96 senior citizen advisory committees over the past 18-years he served in this position and a total of 31-  
97 years in three different states. He said the formation and development of guidelines was very important.  
98 He offered to work with council or the committee to develop the committee's purpose and goals, because  
99 not only would that benefit the town, it would benefit the seniors in the community, and the Council on  
100 Aging. Mr. Fontaine said, "I would caution, it is very important to know what the ultimate goals and  
101 objectives are of a committee such as that." The Council on Aging performs many tasks other than those  
102 mentioned, including homemaker services for medical patients to try to keep them out of assisted living or  
103 nursing home facilities that are taxpayer driven. Mr. Fontaine will contact the administrator soon,  
104 because the lease is nearing its end for the Surfside center.

105  
106 Ms. Kohlmann asked whether there was a waiting list to participate in the programs. Mr. Fontaine  
107 said there is no list for the Surfside center. County-wide there are 132 seniors waiting on the home meal  
108 delivery list, which is partially due to funding. There are 116 seniors waiting for homemaker services. He  
109 reiterated that the transportation service is limited; however, seniors are worked in when there are needs.  
110

111 Ms. Mabry asked how referrals were received. Mr. Fontaine said from doctors offices, social  
112 workers, home health agencies (in 1992 there were two in Horry County; now there are 44, because of  
113 the influx of senior citizens), churches, neighbors, friends; and word of mouth. Ms. Mabry asked if social  
114 workers were the primary source. Mr. Fontaine said that right now churches are.

115  
116 Mr. Fontaine thanked Town Council and said he would like to address council more frequently.

117  
118 C. Surfside Area Rotary Club, Mr. Charles Page and Mr. Howard Barnard.

119  
120 Mr. Barnard and Mr. Page presented Mayor Samples and Ms. Ellis a check in the amount of  
121 \$5,000 for the town's recreation department. The funds were raised from the Rotary's annual 10K/5K  
122 race that is held in town.

123  
124 D. Committee Reports.

125  
126 i. Keep Surfside Beach Beautiful, Chairman Jerry Strange.

127  
128 Mr. Strange presented the written report that is on file, and asked for concurrence for the  
129 following recommendations from the committee:

130  
131 Surfside Beach Yard of the Month. Residential and business property will be eligible and the  
132 monthly winner will receive a certificate. The committee proposed a metal yard sign designating the  
133 award to be placed in the respective monthly winner's yards. **COUNCIL CONCURRED.**

134  
135 The Palmetto Pride Tree Grant. Ms. Fellner recommended and asked council to enable the  
136 committee to administer the grant. Mr. Gaskins prepared the grant application. Trees were identified that  
137 could be planted in town and Mr. Adair was consulted to determine planting locations. **COUNCIL**  
138 **CONCURRED.**

139  
140 Mayor Samples said Town Council adopted a maintenance standard several years ago. A 'blank'  
141 was not completed in that standard to identify unacceptable heights for lawn growth. The committee was  
142 challenged and made a recommendation to specify that 12-inches as the maximum height for lawns and  
143 lots before a violation occurs. Mayor Samples asked whether council wished to consider an amendment  
144 to the ordinance to adopt 12-inches as the maximum height.

145  
146 Ms. Kohlmann asked if this would apply to wooded, undeveloped lots. Neither Mayor Samples  
147 nor Ms. Fellner knew. Mayor Samples said there is an International Residential and Building  
148 Maintenance Code that was adopted.

149  
150 **COUNCIL CONCURRED** to consider an ordinance stipulating 12-inches maximum lawn height.

151  
152 ii. Recreation/Special Events, Chairman Gene Maruca.

153  
154 Mr. Stevens recused from this discussion; recusal statement filed with these minutes and made a  
155 part hereof by reference.

156  
157 Mr. Maruca presented a sketch of a banner and asked for permission to ask local businesses to  
158 sponsoring banners for all town events. The banners would have 20-percent of the area to advertise the  
159 business and the remaining 80-percent would be event information.

160  
161 Ms. Kohlmann asked whether this was just for new events. Mr. Maruca said all events.

162  
163 Mayor Samples asked if there were a limited number of banners per event, or whether it would be  
164 'opened up.' Mr. Maruca said more banners would benefit the businesses and the town's events. Mayor  
165 Samples asked if this was a committee recommendation. Mr. Maruca said, "Yes, it was discussed at, at  
166 committee, yes."

167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222

Mr. Smith asked how many places were available where banners could be placed. Ms. Fellner said there are many places, and a report would be made. Ms. Fellner asked whether numerous sponsors would be on the same banner. Mr. Maruca said one sponsor per banner.

Ms. Kohlmann liked the idea, and asked what happens when there are 50 or 150 sponsors. She believed some guidelines and limitations were necessary, because banners can be eyesores. There are frames designed for banners that look nice instead of using sticks and ropes to hand them. Mr. Maruca said the display time for the banner can be limited, i.e. a week prior to the event, and removal the day after. During Bike Week he believed every establishment in town used banners. It would be up to council to determine the rules. Funds collected for the banners would be used for recreation programs.

Mayor Samples asked if he anticipated town staff posting and removing the banners. Mr. Maruca said yes, they do now. Mayor Samples said that is why there are not many banners used. Mr. Maruca believed the committee would seek volunteers to help.

Mr. Johnson believed the idea had good potential, but preferred to defer action until the next meeting, especially in relation to the town's sign and banner ordinances.

Ms. Mabry could support the recommendation 100-percent as long as the 20/80 percent ratio was in writing and the number of banners per event was limited. Mr. Maruca said that would be council's decision.

Mayor Samples said it would be easier for council to arrive at a decision if there was more definition given to the proposal. Events range from July 4<sup>th</sup> with 50,000 people attending to much smaller events.

Mr. Smith asked for specific location information where banners could be placed. He didn't want to see a hundred banners around town.

Ms. Fellner suggested that when specific locations are identified that the sponsors could be placed in locations on a sliding scale, i.e. highest paying sponsors would receive preferred banner locations.

Mr. Maruca said the committee makes the recommendation and then Town Council "adds the fine tuning." Mayor Samples said to be very clear, the reality is that the purpose of committees is to do the hard work and bring recommendations to Town Council so it can be tweaked. The specific recommendations might not be supported, but committees must make decisions that council can consider. If committees only present general ideas, it is doubtful that council will approve the recommendation.

Mr. Maruca asked council to allow in-town businesses to advertise on the town's website for a fee with the proceeds going to the recreation department.

Mr. Smith asked whether businesses are listed on the website. Ms. Fellner said any in-town business that makes a request is listed on the website with links to the particular sites or information, as applicable.

Mayor Samples said that the dilemma is the service is now offered free of charge, and is a business friendly service. Council would have to determine whether a change should be made to determine a fee schedule that would have to be codified.

Ms. Mabry supported the idea of banner sponsorship, but insofar as the website, town businesses already pay license fees and the service is already established with no charge. She did not believe the town should begin charging. Mr. Maruca said it wasn't a mandatory charge; it would depend on whether the business wanted to advertise on the website. He considered this a way to expand the

223 areas in which business could advertise. He believed businesses should be given the opportunity to  
224 choose where they spend their advertising budgets.

225  
226 Mayor Samples said the recommendation is clear and asked for other council comments.

227  
228 Ms. Kohlmann believed an ordinance would have to be adopted to impose a fee as there is not  
229 one for this particular service. She personally believed the town was trying to make positive changes for  
230 its businesses. If she visited a website and couldn't find the information, she would simply Google it for  
231 free. She believed several of the current businesses on the site would not agree to pay fees. She  
232 believed this gave the wrong impression and did not believe this was a positive recommendation for the  
233 town's businesses.

234  
235 Mr. Johnson asked if the town links to the business websites. Ms. Fellner said yes; either to the  
236 business website, or for restaurants that do not have a website there is a link to the menu, or in some  
237 cases other information. Ms. Fellner had mentioned at least twice during council meetings that any  
238 business that wishes to be on the town's website would be included. Mr. Johnson asked what would be  
239 different than what is currently offered. Mr. Maruca said it would be offered to any business. Mayor  
240 Samples said that Ms. Fellner just said that no business had asked to be included. He suggested that the  
241 newsletter include the information.

242  
243 Mayor Samples said the recommendation was to adopt a fee for website advertising by town  
244 businesses that would raise revenue for recreation and special events. He asked if there was consensus  
245 to move forward. Mayor Pro Tem Mabry, and Councilmembers Dodge, Johnson, Kohlmann, and Smith  
246 were against.

247  
248 Ms. Dodge believed it might create problems if every town business participated. Ms. Fellner  
249 said once initial input is done, there is very little maintenance time involved. Staff has asked multiple  
250 times for businesses to participate, but responses have been minimal, except for restaurants and lodging  
251 businesses.

252  
253 Mayor Samples said the business must have its own website to participate, so it is unlikely that  
254 some smaller businesses would participate. Ms. Herrmann asked as a matter of record whether the  
255 consensus was that this recommendation was denied. Mayor Samples said that was correct.

256  
257 Mr. Maruca said the committee recommended hosting a New Years Eve event on December 31,  
258 2012 that would include fireworks at the pier, beginning at 9:00 p.m. and ending at 12:30 a.m.

259  
260 Ms. Dodge said she loved fireworks and thought this would be a great celebration if the whole  
261 town participated.

262  
263 Mr. Johnson was willing to consider the event, but wanted more information.

264  
265 Mr. Smith asked who would pay for the fireworks. Mr. Maruca said the committee would like to  
266 raise funds by having a drawing for event prizes, and sell tickets at \$3.00 for one ticket or \$5.00 for two  
267 tickets. The committee is confident it can raise sufficient funds, if council authorizes it.

268  
269 Mr. Moss asked Mr. Maruca was if he was selling entry tickets where a door prize would be given  
270 away. Mr. Maruca said it would be a fund raiser where there would be a door prize scenario. The ticket  
271 will qualify purchasers to receive a token of some type. Mr. Moss said a nonprofit entity can certainly  
272 have full-fledged raffles for fund raisers, and perhaps a nonprofit entity could be presented for the festival.  
273 Mr. Moss said a government is also a nonprofit entity; he could verify that and report back to council.

274  
275 Mayor Samples asked whether council preferred knowing that the legal details are satisfactorily  
276 resolved, and whether the event should be self supporting before making a decision.

277  
278 Mr. Johnson said a lot of tickets would have to be sold at the prices mentioned to raise \$20,000.

279  
280 Ms. Ellis said the fireworks company that was used for the July 4<sup>th</sup> celebration had a 10- to 12-  
281 minute show at the Horry County recreation dedication at a cost of \$5,000, and would do the same show  
282 for the town on New Year's Eve at that same price.  
283

284 Mayor Samples asked what other costs would be for the entire event. Mr. Maruca did not know.  
285 The committee wants music, dancing, food, and fireworks. Whether vendors will be invited and/or  
286 charged is yet to be determined. No alcohol will be served.  
287

288 Ms. Mabry supported the event, but said before making a decision she needed to know that it  
289 could be paid for.  
290

291 Ms. Kohlmann said the town needs to have many events and she supported them. She had  
292 many questions and would like to have questions about staffing, police, sanitation, rain contingencies,  
293 and other issues explained prior to making a decision. When a committee proposes an event, the  
294 package needs to be complete, including costs, staff needed, etc. so that council can fully support the  
295 committee's recommendation. Mr. Maruca said the committee would prepare a "ballpark" estimate. Ms.  
296 Kohlmann did not believe the council was looking for "precision," but it needed some idea of the cost  
297 before funding.  
298

299 Mayor Samples asked Mr. Maruca to meet with Ms. Ellis to work out the details and bring them  
300 back to council.  
301

302 Ms. Dodge believed this was a great idea and hoped that the committee would present a good  
303 recommendation, and in the meantime, perhaps some others could provide ideas for fund raising so the  
304 event could be held. She believed it would be a fun night for the town to get together.  
305

306 E. Department Reports  
307

308 i. Finance.  
309

310 Ms. Hursey presented the finance report, a copy of which is on file. At this time, the only budget  
311 amendment she expects is for the underground utility project. The audit should be completed in about a  
312 week.  
313

314 Ms. Kohlmann asked why parking fine revenue was so much lower than last year. Ms. Hursey  
315 attributed the difference to fewer tickets written, better signage, and more people paying timely.  
316

317 ii. Recreation.  
318

319 Ms. Ellis presented the recreation report, a copy of which is on file.  
320

321 Mr. Smith asked whether the booster club bylaws included a requirement to give the town a  
322 monthly financial report. Mr. Seman, president of the club, said that was not included. Mr. Moss said that  
323 and some other recommendations would be presented, including a monthly report, and that the nonprofit  
324 organization's books would be open to public scrutiny and the town's auditors. Mayor Samples asked Mr.  
325 Moss to meet with Mr. Seman, Ms. Fellner, and Ms. Ellis to draft mutually agreeable bylaws that can be  
326 submitted to Town Council for consideration.  
327

328 Mr. Smith said that the financial reporting and the annual audit should be included as a  
329 requirement. Mayor Samples said absolutely; a discussion was held with the auditors about this and they  
330 recommended those requirements, because even though the booster club is made up of volunteers, it is  
331 a town program. The town has a responsibility and obligation to insure funds are handled properly.  
332 There is support for the volunteers, and the town would like to see its programs grow. **COUNCIL**  
333 **CONCURRED.**  
334

335 Ms. Kohlmann said her children surf, and she had attended the Guy Daniels Surf Off for many  
336 years. However, she believes the event has outgrown the space available. She asked how much staff  
337 time is used for the event, and whether overtime is paid. The town already contributes money towards  
338 the event, which is wonderful. But she believes the town needs to consider its events to break down  
339 costs so that the town is not being taken advantage of in certain situations. Ms. Ellis said staff sets up on  
340 Friday and breaks down on Monday during regular working hours for this event.  
341

342 Mayor Samples said the question insofar as staff time for events was legitimate. Volunteers are  
343 sought to help with events, but staff time and costs need to be evaluated. He asked staff to bring a report  
344 to council.  
345

346 Mr. Stevens had received an advertisement for a \$10 raffle for Guy Daniels, and asked if the  
347 same type situation for Mr. Maruca. Ms. Mabry called *point of order* saying that Mr. Stevens recused from  
348 any discussion on recreation/special events. Mr. Stevens apologized.  
349

350 Ms. Ellis said numerous attempts were made to contact Ms. Bullard from the soccer league.  
351 Mayor Samples interrupted saying that he believes she had done more than due diligence, and instructed  
352 her not to spend any more time on the matter. **COUNCIL CONCURRED.**  
353

354 The Employee Health Fair is scheduled Friday, October 19<sup>th</sup>. She said the event will be open to  
355 the public between 8:30 a.m. and 10:30 a.m. Mayor Samples wanted to make sure residents were aware  
356 of the event. It should be published on the marquee and the website. He wasn't sure if two hours was  
357 long enough. Ms. Ellis said flu shots, blood work, CVC, chemical panel, thyroid test, and diabetes test  
358 would be offered for a discounted fee. If someone takes advantage of all the tests and flu shot, the price  
359 will probably be around \$100 to \$125. Free blood pressure checks will also be done. Ms. Fellner said  
360 pricing for each test is on the website. Ms. Ellis said flyers would be available next week at town hall.  
361 Mayor Samples said this was a pilot project to see if it is well received. If it becomes an annual event, it  
362 can be advertised in the newsletter.  
363

364 Mr. Smith asked where preregistration was done. Ms. Ellis said to contact her. Mr. Smith asked  
365 if registration could be done at the health fair. Ms. Ellis said it could be, but the hospital would like to  
366 have as many preregistrations as possible so they would know which supplies to bring. Ms. Fellner said  
367 the information and forms can be placed on the website for the public's convenience.  
368

369 Ms. Dodge said the music during the serenades was always good and she appreciated the work  
370 done to host them.  
371

372 iii. Public Works.  
373

374 Mr. Adair presented the public works report, a copy of which is on file.  
375

376 Ms. Dodge asked how many man hours are provided to the surf off. Mr. Adair said two  
377 employees worked a total of about eight man hours. Ms. Dodge praised Ms. Saleem, administrative  
378 assistant at public work, saying she was always helpful and friendly.  
379

380 Mr. Stevens said during the past work on the pier utilized a crane situated on the pier, and asked  
381 how they are placed on and removed from the pier. Mr. Adair said a lift would be used on a second  
382 crane. Mr. Stevens asked if there would ever be a situation that would require a crane on the pier. Mr.  
383 Adair did not know, but said if pilings had to be replaced the preferred method is from on top the deck.  
384

385 Ms. Kohlmann said there were no recycle carts were on the pier and the trash containers are  
386 overflowing. She asked who cleaned around the receptacles and the pier area. Mr. Adair said no recycle  
387 carts are on the pier, because the contents are usually contaminated by trash thrown in them. Recycle  
388 carts can be placed on the pier again, if council desires. Pier Outfitters' proprietor removes the bagged  
389 trash, places it in the dumpster, replaces the bags, and picks up large trash. The pier ramp areas are

390 cleaned several times during the course of the summer. The ramp is cleaned by the street department,  
391 and the parking lot is cleaned at least once a week with the sweeper.  
392

393 Ms. Kohlmann asked how public streetlights can be added to dark residential streets. Mr. Adair  
394 said there is a form on the town website to request a streetlight. When street light requests are made, an  
395 evaluation is performed to determine whether lights are already in place that needs maintenance, or  
396 whether there is a safety issue. The town pays between \$3 and \$7 per month for each street light. There  
397 are some blocks that do not have any streetlights. Mr. Adair said crime statistics are not considered when  
398 determining whether a streetlight is needed, even though the police department told him that lighting on  
399 the house is more effective in preventing crime than street lights. Ms. Kohlmann said that was a proven  
400 deterrent. She will contact Mr. Adair to address the particular street in question.  
401

402 C. Administrator's Report – Update on Current Events.  
403

404 Ms. Fellner reminded everyone that information about the health fair was on the town website and  
405 can be viewed on the town calendar on the October 19<sup>th</sup> link.  
406

407 The South Strand Helping Hand Food Drive was extended to September 14<sup>th</sup> after receiving  
408 requests from the local supermarkets.  
409

410 Lee Electric will begin the underground utility connection work shortly after Labor Day, since  
411 council concurred to do so at the last meeting. Time Warner addressed some small connection issues in  
412 preparation for the work. A preconstruction meeting of all the utilities involved is scheduled September 4<sup>th</sup>  
413 at 1:30 p.m. at the corner of Ocean Boulevard and Surfside Drive. When that meeting concludes an  
414 exact start date should be available for council.  
415

416 The Keep Surfside Beach Beautiful committee identified two opportunities for beautification; the  
417 flower bed at the Fuller Park sign, and the northwest corner opposite the Village Café on Surfside Drive.  
418 Mr. Adair inspected the areas and they agree with the committee's assessment. Mr. Adair's staff is in the  
419 process of planning landscaping for those two areas.  
420

421 During the award presentation to Mr. DeBruhl there were no objections from council to allow  
422 employees and their immediate families to fish without charge, and asked council to confirm its approval.  
423 Mayor Samples asked if there were objections to allow employees and their immediate families to fish for  
424 free on the pier. There were no objections. **COUNCIL CONCURRED.**  
425

426 On 4<sup>th</sup> Avenue South residents have been experiencing problems with either feral dogs or  
427 possibly coyotes. Staff contacted three contractors on the DNR (Department of Natural Resources) list to  
428 discuss alternatives, costs, and recommendations. Coyotes are a common urban problem. Many  
429 municipalities maintain a peaceful coexistence, because coyotes are generally shy creatures. Coyotes  
430 usually prey on rodents, geese, garbage and animal food or seed they find left outside. Under the right  
431 circumstances, coyotes also prey on cats and small dogs, but that is not their normal habit. Snaring and  
432 poisoning programs are not practical in urban areas, because they do not discriminate between coyotes,  
433 children, pets, and other wildlife. Trapping programs, with costs between \$2,000 and \$5,000, are  
434 complicated by scent issues; even with intricate measures, there is no guarantee of capture. Since  
435 coyotes are considered nuisance animals, they cannot be relocated. This means they must be  
436 euthanized, which because of their nature usually means on-the-spot using inhumane methods.  
437 Eradication programs in North American cities have thus far proven to be "pretty-much expensive  
438 failures." The reason is while individual animals might be removed, the habitat remains and will  
439 eventually be filled within a year or two by other coyotes, unless the wild area is razed. Coexistence is  
440 not an option when an individual coyote has threatened a person. Several municipalities have very  
441 extensive web pages addressing coyote problems. Staff will carry out the wishes of council on this  
442 matter, but a decision must be made about the town's overall approach towards coyotes. Since the risks  
443 posed to humans by coyotes has been determined to be slight in urban areas, peaceful coexistence  
444 would seem preferable. This would mean that a contractor would only be hired if a specific coyote that

445 threatened a human needed to be killed. This is a policy decision that has never been presented before,  
446 and staff needs council's decision.  
447

448 Mayor Samples said at first blush this sounded kind of funny, but this is a real issue. The fact is  
449 that there are citizens in town who, for some time now, have reported having a coyote in their  
450 neighborhood. Some have lost pets, and are fearful for their safety. The administrator is asking council  
451 for direction from the policy body, that is Town Council. Ms. Fellner presented the best information she  
452 could. Mayor Samples said her private recommendation to him was peaceful coexistence, but this is a  
453 beach town. As an animal owner, he would hate to have his two small dogs that would be no match to a  
454 coyote attacked by coyotes.  
455

456 Mayor Samples said this is a decision that has to be made by the council, and asked for  
457 comments. Ms. Fellner said options include getting rid of the animal or choosing to coexist peacefully.  
458 Statistics show if the habitat is not destroyed, and kept clear, other animals will locate in the dens. Mayor  
459 Samples called Horry County animal control when he first heard of the coyotes in town, and was told by  
460 the lieutenant that wild animals are controlled by DNR. The county would not respond at all to coyote  
461 calls. The lieutenant said coyotes are not uncommon in the western part of the county, but it was highly  
462 unusual that coyotes would be in town. Personally, Mayor Samples believes the coyotes should be  
463 removed, and hopes that other coyotes would not locate here, or be imported and released, which would  
464 require investigation. Ms. Fellner said if council chooses to remove them, a dollar amount needs to be  
465 designated.  
466

467 Ms. Kohlmann believed that anytime anybody in town feels unsafe, whether the danger presents  
468 by a human being or an animal that it is important. While she wanted to fiscally conservative,  
469 circumstances like pets being killed and eaten by coyotes justifies an extra expenditure. She researched  
470 coyotes and found they have a 63-day gestation period producing five to seven pups. If action is not  
471 taken, the pack will certainly grow. There are no documented cases in South Carolina of human beings  
472 being hurt by coyotes. Whatever decision is made, it will not make everybody happy. If the situation was  
473 in her back yard is how she believed each member should think about this and every issue so they could  
474 relate to the issue, and do what is best for the citizens. *(Applause)*  
475

476 Mr. Stevens asked if any pictures were taken. Ms. Fellner had not received any pictures, and no  
477 calls were received stating pets had been killed. Mr. Stevens suggested resident hunters use their deer  
478 cameras to photograph the coyotes.  
479

480 Mayor Samples said it might help if a motion were offered to suspend rules to allow citizens with  
481 first-hand knowledge to address council.  
482

483 Mr. Stevens moved to suspend the rules to allow citizens to address council about the coyote  
484 issue. Mr. Smith seconded. All voted in favor. **MOTION CARRIED.**  
485

486 Mr. Fred Nash, Jr. 618 4<sup>th</sup> Avenue South. "Mr. Mayor, ladies and gentlemen of the council, it's  
487 nice to see all of you again. I was sitting on my front porch the other morning and this is at 8:15 in the  
488 morning and this coyote; I do know what a coyote is, came out of the woods, went over to my mailbox. A  
489 car started to come down 4<sup>th</sup> Avenue. The coyote went back into the woods. After the car left, the coyote  
490 come back out. Now this is in daytime, and I know as a hunter and as a fisherman that when coyotes  
491 start moving around during the daytime, we've got problems, and it's not just one, we've got three in them  
492 woods, and if you want pictures, I can get you some pictures, because my son is a hunter and he has  
493 cameras." Mayor Samples understood that a camera had already been put in place. Mr. Nash, "I don't  
494 know about that." Mayor Samples saw some nodding in the audience. Mr. Nash, "But a, I know that I  
495 can put a piece of meat, my son put a piece of meat out by the road where he comes out, and when he  
496 said, now daddy, watch. Five minutes from the time he put that meat out there, coyote come out of the  
497 woods to get that piece of meat. So if I put a camera out there and put a piece of meat out there, you'll  
498 get a picture of it, okay. But, we, we got to do something about these coyotes on our street. It's not safe  
499 for them to be there, and I for one would like for them to be gone. I don't care how we do it. We want to  
500 do it legal, and I'm all for legal. I have always been for legal. I'm a Christian feller, and I try to do what's

501 right, and I appreciate anything y'all can do, and my neighbors all come to me and ask me to come up  
502 here and that's what I'm here for." Mayor Samples asked if anyone had questions for Mr. Nash. Mr.  
503 Nash, "I'll be glad to answer any questions you got."  
504

505 Mr. Stevens said he knew Mr. Nash and if he said it, it was gospel truth.  
506

507 Mr. Smith asked how Mr. Nash knew there were three coyotes; were they different sizes or did  
508 they have some other distinctions. Mr. Nash replied, "Yes, sir, they are different sizes. The last one that  
509 come out, he was bout tall, tall as my mail box, and his ears was standing straight up, and that tells me  
510 he's ready to charge something, cause most of them, they kind a tip a little bit at the top, but this one was  
511 standing straight up and he kept looking at us and would not, he didn't care if I was there or not, so that's  
512 telling me he, they are ready to attack anything they can get their hands on." Mr. Smith asked how many  
513 wooded lots are in that area. Mr. Nash, "There's a four wooded lots between my house, across the  
514 street, there's four lots between them and their apartments, and they're all woods. They're a lot thick, but  
515 you can see into them, but it's hard. But every night now for the last month, them coyotes have been  
516 coming out at nine o'clock, walking up and down my street, and them wooded areas in there, they go  
517 back in it, and it's, it's an uneasy feeling when we've got kids and stuff in our neighborhood, and I would  
518 like something very much to be done about it."  
519

520 Ms. Dodge did not expect to hear about coyotes here in town. She asked whether they could be  
521 trapped. Mr. Nash, "I don't know if they can be trapped. It's worth a try, but a, I think the best thing to do  
522 if you can, if DNR will come and maybe have a gun; you know, they put animals to sleep with these guns.  
523 You know what I'm talking about? If we can get them out in the open, maybe they can shoot them or, and  
524 haul them off, but then they tell me you can't move them, so I don't know. I talked to the police  
525 department about it with the direction of the mayor and I talked to them and they were nice to come to my  
526 house and took a look. Of course, they didn't see nothing, but they seen the trail where they've been  
527 going in and out, and this is what we got. We got a good police department. They patrol my street. Have  
528 no problem with that, anything in the town. But this is a nuisance to us, to our neighbors, and our  
529 neighbors do not need to be having to deal with this. They need to be solved."  
530

531 (\*\*) Unknown speaker. Mayor Samples asked for name and address. "My name is Lynn  
532 McDowell, and I live directly across from Mr. Nash so 621 South 5<sup>th</sup> Street. Actually I was patrolling the  
533 streets getting in touch with my neighbors and (\*\*) the troubles we were having, and sitting on Mr. Nash's  
534 porch one (\*\*) be out any moment, and I'll be darned if the three of us, me and him and his wife were  
535 sitting there on the couch just watching and I'm like and he walked right on up, right up to the grass.  
536 Right there by the street, just walked up and stared us down. No fear! To the people that are saying, oh,  
537 they're more pretty. You and you can cohabitate, it is past that point. We have animals on our side of the  
538 street and I literally took my dog out the other night because there were two behind my car. I was late to  
539 work. They wouldn't go. I was banging on pots and pans and they just stared at me and they just, they  
540 lay in the flower beds, broad daylight just go right down the street, and there's two of them out there, and I  
541 had to take my dog out eventually. I used to walk for three miles a day two times a day with him. Now we  
542 don't even leave the house. I go out there with a butcher knife and a baseball bat. One of the dogs  
543 almost been eaten. They literally jumped right over the fence when the two little dogs next door to me,  
544 we go, we go in and we're a big family with all our animals, have barbeques, and we will not leave our  
545 houses anymore. This is (\*\*)."  
546

547 Mayor Samples thanked Ms. McDowell and asked Ms. Thompson to say just a few sentences.  
548

549 Ms. Thompson, "All I want to say is that four lots, the habitat is too small to provide natural food  
550 source. They are coming after cats. One person that went back and found the den said there were cat  
551 tails back there. The area is not big enough. I am all for, if were a neighborhood that backed up to  
552 woods, we do owe the animals peaceful coexistence. The issue is that it's too small of an area for them  
553 to survive with the food source that is available to them without hitting our domestic animals. (\*\*)  
554 Marianne Thompson, 210 South Hollywood." Mayor Samples said Ms. Thomas was heavily involved with  
555 feral cats and animals. (\*\*) Ms. Thompson, "Our animals cannot survive against them, because they  
556 don't have the natural defenses. They have lost that..."

557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612

Mr. Johnson thanked Mr. Nash, and said he had experience with coyotes growing up in the mountains of Virginia, and saw what they did to livestock and pets. In his opinion, you cannot cohabitate with coyotes.

Mr. Smith moved to reconvene regular session. Ms. Mabry seconded. All voted in favor.  
**MOTION CARRIED.**

Mr. Johnson moved to approve any means necessary to eradicate any potential coyotes that are in the Town of Surfside Beach. Ms. Mabry seconded.

Mr. Smith believed a dollar amount should be included and asked if Ms. Fellner could offer a suggestion. Ms. Fellner had no idea what the final cost might be. Depending on how quickly the animals are captured, costs could be up to \$5,000 or more.

Mayor Samples said residents of Fourth Avenue could keep an eye on the contractor to make sure he performs. He believed approval would be authorized and asked what the next steps should be. Ms. Fellner had a list of all the DNR recommended companies in Horry County that deal with coyotes, with some of whom she has already discussed the problem. She hoped that another method of removal could be identified that would be more successful. Mayor Samples suggested she speak with other municipalities and the county to determine how they dealt with similar problems.

Mr. Smith asked if the goal was to eliminate the coyotes, not capture/release. Ms. Fellner said capture is required to kill them. DNR does not allow capture/release with nuisance animals. She agreed with Ms. Thompson that the coyotes were attacking cats, because there are not enough rodents and other natural food sources.

Ms. Dodge wondered where the coyotes came from, and asked whether they were brought in as pets and released. Ms. Fellner said coyotes are everywhere in South Carolina, even in Columbia.

Mr. Smith moved to amend the motion to authorize up to \$5,000 to eliminate the coyotes, and should additional funds be necessary, the administrator can make another request of council. Ms. Mabry seconded. All voted in favor to amend. **MOTION to AMEND CARRIED.**

All voted in favor of the motion as amended. **MOTION CARRIED.**

Mr. Smith asked if Ms. Fellner could contact the lot owners and ask them to cut the underbrush after the coyotes are captured. Ms. Fellner said that would be done.

Ms. Fellner said Mr. Adair had a fund request if council would permit him to speak during the last part of the administrator's report.

Mr. Adair said that Boggs Paving Company has the Horry County paving contract. CTC (County Transportation Committee) money in the amount of \$68,316.97 is left from monies approved last year. There are five streets that were approved to be paved and paving will begin in October. The estimate to pave the five streets is \$101,475. The shortage is \$33,158.03 to complete this round of paving, measuring about one mile. He asked council to authorize spending \$33,158.03 to complete the project.

Mayor Samples asked when Mr. Adair would attend CTC again. Mr. Adair said more roads were being identified; about 1.75 miles have been identified thus far. He planned to attend the October CTC meeting to ask for about \$250,000 to pave about two miles of road.

Ms. Kohlmann asked which street was being paved. Mr. Adair said in this current round of paving include Pinewood Drive South from Surfside Drive to 3<sup>rd</sup> Avenue South; Juniper Drive from 6<sup>th</sup> Avenue South to Hollywood; Lakeside Drive from 3<sup>rd</sup> Avenue South to 6<sup>th</sup> Avenue South; Willow Drive from 3<sup>rd</sup> Avenue South to 6<sup>th</sup> Avenue South, and Spruce Drive from 13<sup>th</sup> Avenue North to 16<sup>th</sup> Avenue North.

613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668

Mr. Smith asked which fund the additional monies would be taken from. Mr. Adair said reserves for street improvements.

Mr. Smith moved to authorize the administrator to fund the street improvements as identified by the public works department. Ms. Mabry seconded. All voted in favor. **MOTION CARRIED.**

7. **BUSINESS.**

A. First Reading Ordinance #12-0725, §6-27 Trustees for Firemen's Insurance and Inspection Fund.

Ms. Mabry moved to defer this ordinance until the fire chief returns from medical leave. Ms. Kohlmann seconded. All voted in favor. **MOTION CARRIED.**

B. Resolution #12-124 In Support of Surfside Beach Booster Club.

Mayor Samples explained that the intent of the resolution was to formally express support before the individuals involved moved forward to spend money to legally organize the group. The draft bylaws were submitted to the town attorney for review and will eventually be submitted to Town Council for approval.

Ms. Mabry moved to adopt Resolution #12-124 in support of Surfside Beach Booster Club. Mr. Smith seconded.

Mr. Stevens asked if this was a for profit group. Mayor Samples said it was a nonprofit organization. Mr. Stevens supported the resolution. Mr. Moss believed the resolution was intended to support a nonprofit entity, and suggested the resolution be amended to reflect that.

Ms. Kohlmann moved to amend the resolution to add the word "nonprofit" in the first line of the third paragraph after the word "registered." Mr. Smith seconded. All voted in favor to amend. **MOTION TO AMEND CARRIED.**

All voted in favor of the resolution as amended. **MOTION CARRIED.**

C. Resolution #12-126 to Repeal Use Restriction on 802 Highway 17 South.

Mayor Samples said the property referred to in the resolution is the old Jamin' Leather property.

Mr. Moss said that was correct, and explained that Mr. Lazarus owned the property and then sold it to Mr. Keats' company, Jamin' Town, LLC. A use agreement was negotiated between the town and Mr. Lazarus at that time, because the town wanted to generate hospitality revenues. The use agreement was amended once when Mr. Lazarus owned the property. When Mr. Lazarus sold the property, another use agreement was entered into with Mr. Keats. The property was never developed in a way that the agreement provided that it would be. Mr. Moss assumed that was because there was no market interest; the building remains empty now. Mr. Keats' business went out of business and the property was foreclosed upon by BNC (Bank of North Carolina,) who is now the owner. BNC questioned whether the use restrictions in the contract were applicable, because the agreement was not recorded in the Office of the Register of Deeds. The contract provided that any amendment had to come before Town Council.

Mr. Moss continued his explanation, saying BNC would like to entertain a buyer or a tenant, but does not know whether the use restriction applies. Mr. Moss did not know whether it applied either, and said it would be up to a judge to decide. BNC filed a lawsuit against the town seeking no monetary damages or causes, just a declaratory judgment: does the use restriction apply to BNC or not. This was discussed with Town Council, and Mr. Moss was directed to resolve the question. This resolution would authorize him, Mr. Moss, to settle the lawsuit that BNC filed in exchange for its payment to the town of

669 money as cited in the resolution, and also the town's stipulation that the use restriction would no longer  
670 be applicable. Mr. Moss said that zoning is still applicable, but the use restriction by contract would be  
671 absolved. Mr. Moss asked the pleasure of council as to settling this lawsuit in this manner.  
672

673 Mr. Smith moved to adopt Resolution #12-126 to repeal the use restrictions on 802 Highway 17  
674 South. Ms. Dodge seconded. All voted in favor. **MOTION CARRIED.**  
675

676 D. Pier Project to Meet ADA Standards, Earthworks Group, Steve Strickland, P.E.  
677

678 Mr. Strickland presented the three opinions of probable cost for improvements to the pier that  
679 would meet the Americans with Disabilities Act (ADA) requirements, a copy of which is on file.  
680

681 Mr. Smith asked whether additional restrooms were required by the consent agreement, or even  
682 needed on the pier, because there are ADA restrooms available in the restaurant, in the tackle shop, and  
683 the two restrooms in the parking lot will be upgraded to meet ADA standards. Mayor Samples did not  
684 believe they were required. The ADA mediator assured Mayor Samples in a previous conversation that if  
685 ADA restrooms were provided by the restaurant that there was no further action required on the part of  
686 the town in his judgment. Mayor Samples said it did not make sense to have ADA restrooms 10-feet from  
687 another set of ADA restrooms. Mr. Smith said that would be a savings of \$25,000. Mayor Samples said  
688 that savings exists on all options.  
689

690 Mayor Samples asked council to focus on the options, which were engineering estimates of  
691 probable cost in response to council's directive to the engineer. Two of the three options have a ramp,  
692 and one has an elevator. He believed the first question should address is whether an elevator should be  
693 installed.  
694

695 Ms. Dodge said she originally brought up the idea of an elevator, which sounded like a great idea  
696 at the time, but over the past few weeks, she had considered it more carefully and has determined that an  
697 elevator is not a good choice, and prefers using a ramp system.  
698

699 Mayor Samples asked if other members preferred an elevator.  
700

701 Mr. Stevens concurred with Ms. Dodge as the elevator does not save as much money and it  
702 would have perpetual maintenance expenses.  
703

704 No other members favored installing an elevator.  
705

706 Ms. Dodge moved to accept Option 2, the west ramp as presented. Mr. Stevens seconded.  
707

708 Mr. Stevens liked the west ramp option, but he would like to keep the existing ramp for access by  
709 vendors and the businesses. He suggested that at the top of the ADA ramp, that it turn towards the  
710 beach and go into the tackle shop business via a door constructed where the fake shutter is. This would  
711 satisfy the requirement of maintaining control of people visiting the pier by taking them through the tackle  
712 shop. This change would preserve the existing ramp, which he believed was necessary to be used by  
713 fishermen and vendors, and it would provide easy access for contractors for any future pier construction.  
714

715 Mr. Strickland showed councilmembers a design plan and identified Mr. Smith's recommendation.  
716 Mayor Samples suggested that council meet at the pier to look at the structure and consider what is being  
717 proposed, if council agrees.  
718

719 Ms. Dodge had every confidence in Mr. Smith, who is an engineer, and she believed his  
720 suggestion had merit.  
721

722 Ms. Kohlmann said an on-site visit would help her understand the proposal. She was concerned  
723 that time would slip by and the deadline would not be met. She asked if a meeting could be done soon.  
724

725 Mr. Strickland said Option 2 would be refined and it would be emailed to council by 12 o'clock  
726 noon tomorrow. He suggested meeting at the pier on Friday for a site inspection. Mayor Samples  
727 suggested meeting at 9:00 a.m. on Friday, August 31<sup>st</sup> for a site inspection and then convening in council  
728 chambers to give the engineer clear direction so he may proceed with the permitting process. **COUNCIL**  
729 **CONCURRED.**

730  
731 Ms. Dodge withdrew the motion. Mr. Stevens withdrew the second.

732  
733 E. Appointments (Deferred until after Executive Session.) i. Council Advisor to  
734 Recreation/Special Events; ii. Jerry Strange to Keep Surfside Beach Beautiful; iii. Bruxanne Hein and  
735 Cecil Chandler, Re-appointment to A-Tax Committee, and iv. Guy Lanham, Re-appointment to Board of  
736 Zoning Appeals.

737  
738 [Discussion 8.A.] Resolution #12-125 to establish Senior Citizens Advisory Committee. (*Moved*  
739 *to business per approved motion, see Agenda Approval, Item 3 above.*)

740  
741 Ms. Mabry moved to table this resolution until staff had an opportunity to talk with Mr. Fontaine  
742 and get his advice and suggested guidelines to set up the committee. Mr. Johnson seconded.

743  
744 Ms. Mabry said she would fully support establishing a senior citizens advisory committee with Mr.  
745 Fontaine's guidance.

746  
747 Mr. Smith asked if the movers would agree to changing the motion to "defer," because to table  
748 has a different procedure. Ms. Mabry and Mr. Johnson agreed to defer.

749  
750 Ms. Kohlmann asked if the motion meant that all items under E. were deferred. Mayor Samples  
751 said only the resolution for the senior committee.

752  
753 Mr. Stevens moved to amend the motion to state that the resolution will be deferred until the next  
754 council meeting. Mr. Smith seconded.

755  
756 Ms. Mabry had no idea what Mr. Fontaine's schedule might be and that there might not be  
757 enough time for staff to meet with him before the next meeting. She suggested if a certain date were  
758 desired, that it be farther out on the calendar.

759  
760 Ms. Dodge believed this committee was to be a group of senior citizens that live in town  
761 expressing ideas of things that would interest senior citizens rather than possibly taking advantage of  
762 anything from Mr. Fontaine. She may be wrong, but that made sense to her. There are many senior  
763 citizens in town that have many ideas they would like to express, and then council could move forward  
764 with that. Deferring the resolution does not accomplish anything, in her opinion.

765  
766 Mr. Stevens concurred with Ms. Dodge. He believed this was just "kicking the can down the  
767 road" again, and he did not want to kick the can for senior citizens. He was tired of kicking cans. He  
768 believed council should go ahead and act on the resolution. Mr. Fontaine can be called after the  
769 committee has been voted on and created. He believes Mr. Fontaine should advise the committee after it  
770 is started. Mr. Stevens withdrew his motion to amend.

771  
772 Mayor Samples asked the clerk to read the primary motion, because he did not want council to  
773 misunderstand what was being voted on.

774  
775 Mr. Stevens asked if the motion was to defer the resolution to an indefinite time. Ms. Herrmann  
776 said the motion was to defer action until staff could speak with Mr. Fontaine and get advice on how to  
777 properly set up the committee.

778  
779 Ms. Kohlmann enjoyed Mr. Fontaine's presentation, and said she supported this committee. She  
780 wished the process had been easier for everyone, but it is the process. She personally did not see a

781 problem contacting Mr. Fontaine, but also thought that deferring the resolution might result in it not being  
782 brought for action as was sometimes done in the past. She did not have a problem establishing the  
783 committee and then contacting Mr. Fontaine, because he does have much to offer.  
784

785 Ms. Mabry said that Mr. Fontaine said he had helped many committees get started. The town  
786 should be careful how it starts the committee. That is exactly what Mr. Fontaine said. He wanted it to be  
787 set up correctly, because he had seen many committees go awry. Ms. Mabry wanted to make the  
788 committee as fruitful as everyone seemed to want it to be, and she would fully support it with the  
789 guidance that Mr. Fontaine said that he needed to give the committee to set up correctly. Ms. Mabry  
790 reiterated that she was not saying the committee should not be formed, only that if it is going to be  
791 established, it should be done in the most efficient way that it can be with the expert advice that is offered.  
792 In her opinion, deferring action until that advice was received was prudent.  
793

794 Mr. Johnson concurred with Ms. Mabry, and thought the more information available to set up the  
795 committee, the better.  
796

797 Mr. Stevens said there are two resolutions; one written by him at the mayor's direction to be more  
798 specific about the committee, and a second resolution that complies with the language used to establish  
799 other committees over the past meetings. Mr. Stevens discussed the committee with several  
800 councilmembers and they had some problems with his draft, referred to as "A." Mr. Stevens suggested  
801 that Ms. Mabry's motion be voted down, and that council adopt Resolution 12-125 "B" that the mayor  
802 suggested. Mr. Stevens said Mr. Fontaine could be invited to help once the committee is started.  
803

804 Ms. Kohlmann called *Point of Order* saying that Mr. Stevens should refrain from calling out  
805 individual members as it was an offense to Ms. Mabry to refer to the motion as hers. Mayor Samples said  
806 discussion should be address to business, not individual members, and thanked Ms. Kohlmann for her  
807 comment.  
808

809 Mayor Samples, Mayor Pro Tem Mabry, and Councilmember Johnson voted in favor of the  
810 motion to defer. Councilmembers Dodge, Kohlmann, Smith and Stevens voted against. **MOTION**  
811 **FAILED.**  
812

813 Mr. Stevens moved to adopt Resolution 12-125 "B" to establish a senior citizens advisory  
814 committee. Mr. Smith seconded.  
815

816 Mr. Smith moved to amend the motion to add after "seven resident volunteers" the words "and  
817 one nonvoting councilmember who shall serve in an advisory capacity. Ms. Kohlmann seconded. Mayor  
818 Samples, Councilmembers Dodge, Johnson, Smith and Stevens voted in favor. Mayor Pro Tem Mabry  
819 voted against. **MOTION TO AMEND CARRIED.**  
820

821 Mr. Moss asked whether the council intended to adopt the resolution with the "B." Mayor  
822 Samples said no; the "A" and "B" were simply reference tools to identify the two drafts for discussion  
823 purposes.  
824

825 Mayor Samples supported senior citizens. He believed it was totally unnecessary to take staff  
826 time and resources to set up a committee targeting a specific group of people, who represent themselves  
827 very well every two years in this town. He believed it was a mistake to create a body and raise  
828 expectations of services and programs that this town is not in a position to meet.  
829

830 Councilmembers Dodge, Johnson, Kohlmann, Smith and Stevens voted in favor. Mayor Samples  
831 and Mayor Pro Tem Mabry voted against. **MOTION CARRIED AS AMENDED.** Mayor Samples said the  
832 resolution was adopted and asked the clerk to advertise the positions.  
833  
834  
835  
836

837 **8. DISCUSSION.**

838  
839 A. Resolution #12-125 to establish Senior Citizens Advisory Committee. (*Moved to business per*  
840 *approved motion, see Agenda Approval, Item 3 above.*)

841  
842 B. Any matters of concern or information to be discussed by Town Council.

843  
844 Mayor Samples, "I want to repeat why I put "other" on the agenda, and I want remind  
845 councilmembers and members of the public why I changed the agenda to insure that under discussion we  
846 have a category called "other." The reason we have a category called "other" is it is my desire that issues  
847 of import to individual councilmembers should be brought forward and discussed in these chambers.  
848 Now it does require a little bit of forethought, okay. But I believe in transparency, and I believe that the  
849 discussions should occur in public. I just want to remind each and every member that that was my intent  
850 and I would hate to see us deviate and return to a past form of administration and governance and so I  
851 ask all members to abide by the town ordinances with respect to the legal authority that is granted to  
852 them, and I caution them. They do not speak for the body. They are not to intimate that they can direct  
853 and they certainly are not to represent this body in any official capacity without the approval of this body  
854 before groups, homeowners associations, engineering firms, or other businesses. That would clearly be  
855 stepping beyond their legal authority, and then any liability that would accrue to the town would accrue to  
856 them personally. And, that's what I want to say."

857  
858 **9. PUBLIC COMMENTS.**

859  
860 "John Ard, 612B Cypress Drive, Surfside. I'd just like to say something about this last stormwater  
861 meeting, committee meeting, yeah, stormwater committee meeting. I got it right. I finally had time to  
862 come to one of them doggone things, cause I wanted to see a little bit of what was going on with it and  
863 everything. But, when I got over here the doors was locked and everything and I didn't so no indication of  
864 where the meeting was to be held at or if it was still being held. And so I missed the meeting after all the  
865 work I done to try and get to it, so I would appreciate it if in the future you decide to change your meeting  
866 and I finally found out they had it at the fire house. I would appreciate it if it was posted or put on the  
867 internet where the meeting's gone be so we don't get lost again, because I was totally lost. And so I  
868 would appreciate that very much. Now the second thing I have to say tonight concerns me. I do have  
869 something I'd like to say about myself tonight, especially to Town Council. I heard some rumors. The  
870 rumors were pretty well founded that I had a problem reading. Let me assure you of something. Let me  
871 assure you right now, I don't have a problem reading nothing. I have a GED diploma. It may not be a  
872 high school diploma, but it is a GED diploma. I took a quarter of business administration technology in  
873 Augusta, Georgia; 3.8 average. That ain't too dumb for a white man. I come back here in 1973. I went  
874 to Horry Georgetown Tech and took another course; 3.7 average." Ms. Herrmann, "Mr. Ard, I hate to stop  
875 you, the tape is out. Do you mind?" Mr. Ard, "Go ahead. It ain't the first time." Ms. Herrmann, "I won't  
876 cut your time short. I know. I'm sorry. I won't cut your time...(tape changed)...okay, you're ready to go."  
877 Mr. Ard, "Ready?" Ms. Herrmann, "Yes, sir. You go ahead and I'll start your time back." Mr. Ard,  
878 "Gotcha. But anyway, saying that and everything, when it comes to doing things, I have a brain that I  
879 think very good with. I know how to make decisions, very capable decisions. If you want a house built, I'll  
880 build you that house from the ground out. I know how to read a set of plans. I self-learnt that myself. I  
881 know how to wire a house. I know how to plumb a house. I know how to read a set of schematics. If  
882 anybody don't know what a schematic is, I'll be more than happy to tell you. So in the future, if you have  
883 a problem with something like that, make sure of your facts before you stick your foot in your mouth  
884 again. Thank you."

885  
886 "Hello. Thank you. I'll be real quick. My name is Patricia Magliette, 104 Harbor Lights in  
887 Surfside and it is real wonderful living here. I'd like to thank everyone for trying their best to get to the  
888 bottom of that coyote problem, because I think that one other issue about being careful of coyotes could  
889 be rabies. I mean there's bats in the area and God forbid if there's a wild animal coming up to you in the  
890 day time, there's always a threat of rabies, so for everything that you're trying to do in this town, I thank  
891 you very much. Good night."

892

893 "Mayor Staples [sic] and the City Council of Surfside. I'm here tonight." Mayor Samples, "I'm  
894 sorry, please state your name and address." "Janine Gorline, 114B 16th Avenue South. I am here  
895 tonight as a concerned, angry, victimized resident of Surfside Beach. I am appalled at the lack of concern  
896 during the recent rash of crime that we have experienced in my area the last few weeks in our area. If it  
897 was not for the collaboration of several of the neighbors, these crimes would not have been solved.  
898 Fortunately, for one of my neighbor's whom you all know, a camera system was installed in their house,  
899 which has led to the apprehension of multiple criminals and vandals. Their home has been the Surfside  
900 Beach South Precinct for all of us. Without their cameras, these criminals and issues would not have  
901 been solved. We are tired of hearing that there is no crime in Surfside. The people saying this and  
902 some of you on the council need to crawl out from the rock that you're under and look around and see  
903 what's going on in Surfside. Several concerns that myself and my residents have: why are there only  
904 three officers on duty at night? Clearly, they are understaffed. An incident like the other night arises and  
905 all three police officers respond quickly; the rest of Surfside is unprotected. The police have told me that  
906 the criminals download a free app so that they can listen to the police scanners to know where the police  
907 are. Why is there no sting operation in place to combat the rash of crime? We would like the same time,  
908 energy and manpower that went into a prostitution sting to solve the problem of crime that we have here.  
909 Instead of luring prostitutes into Surfside, let's lure criminals out!! Why are police not being proactive  
910 instead of reactive? Of course with only three officers, it is hard to be everywhere and we understand  
911 that. The council needs to increase the police presence, not only to make the residents feel safer, but so  
912 that criminals will see their presence and not roam our streets. If the police are seen constantly, the  
913 criminals will go elsewhere. We do not want to hear that the criminals are from Garden City, or Myrtle  
914 Beach. We do not want; we don't want to hear that Garden City and Myrtle Beach are worse. I don't live  
915 in either one of these cities, and that's why I chose to live in Surfside. Why should we all be worried  
916 about worried about crime there when we have crime in our own city that's not being addressed? We  
917 need to focus on our issues, not theirs. I also don't want to hear that the crimes that were committed  
918 were only petit. Unless you wake up at 3:30 in the morning with a man who turns out have a knife under  
919 your house, destroying your property, it is something, believe me, it is not petit. It is not petit when you  
920 have to pay insurance deductibles for senseless crimes against you. Crime ridden cities don't happen  
921 overnight. They increase little by little when nothing is done about them. Today it is my block; tomorrow it  
922 will be your block. My suggestions are to increase the police at night. Why can we not have three  
923 officers covering the north end and three officers on south end? This way everyone is covered at all  
924 times. Increase your police presence all over Surfside Beach. Constantly be driving up and down the  
925 streets. I have not seen a police car down my street except to take a report last week, even with  
926 everything going on. Use the money budgeted that you have for another police car that we definitely  
927 don't need since the ones we already have are not being used and put them towards your own cameras  
928 so that crimes can be solved and pay for more police officers. Also, all of you need to be working  
929 together for the good of the Town of Surfside Beach. Put egos aside. Use the resources and experience  
930 that you have in this town for your advantage. If Mayor Giuliani could clean up Times Square, then we  
931 the residents have faith that you can clean up Surfside as well. We all look forward to working together  
932 and we all look forward to getting results. I do want to mention that the police officers that I have worked  
933 with these past few weeks, especially in the middle of the night, have been wonderful and they've been  
934 very understanding. I know for them it is just as frustrating as it is for us, the homeowners. We do  
935 appreciate all that they have done for us to get this issue resolved and we thank them for their dedicated  
936 service to all of the residents. I would also like to commend Judge Wentz for restoring our faith in the  
937 judicial system and for giving the criminal the maximum sentence. I want to thank you for listening to my  
938 concerns and for taking action as soon as possible to resolve them. I will be passing along any  
939 information from the cameras that I, as well, am installing this week which can be used for the police  
940 department's effort as well as monitor the police presence on our street. Thank you for listening."

941  
942 "Anita Crone, 215 15<sup>th</sup> Avenue South. Just one question. I live on a street where we have both  
943 short term tenants, vacationers, tourists, and long term, and while we appreciate the pickup, garbage  
944 pickup three times a week, the recycling pickup is only once a week, and it seems that the tourists enjoy  
945 their liquid refreshments. Now, is there some way that we might consider, certainly it's too late for this  
946 year, but for next year looking at picking up recycling more than once?" Mayor Samples, "We're going to  
947 a larger container, 65-gallon isn't it?" Mr. Adair from audience (\*\*.) Ms. Crone, "It's okay. I just; it's  
948 something I've noticed." Mayor Samples, "No, yeah, it's a good point." Ms. Crone, "Thank you for your

949 time." Mayor Samples, "It's a good point, and in fact, in some of the places, don't we actually let them  
950 have more than one recycle also." Mr. Adair, "Where they need them."

951  
952 "My name is Evelyn Cockey. I live at 7<sup>th</sup> Avenue North, and I'm here on a lighter tone. Our  
953 police, our fire department needs to be commended. I go to Surfside Methodist Church and they also  
954 have Jason's House, and our firemen came up this weekend and they were talking with the children. In  
955 case any of you don't know what Jason's House is, it's a free weekend for cancer victims and their  
956 families, and the firemen came up and they were talking with all the children and their whole family  
957 comes, and they asked what else could they do, and the lady in charge said, well you could go to the  
958 nursery and these gentlemen went to the nursery, sat on the floor and laughed and these children had  
959 such a great time, and I just thought everybody should know that our firemen need to be commended."  
960 Mayor Samples, "Thank you, Evelyn, very, very much. They do. There's a lot of things they do, and I  
961 don't know what they do, and I'm glad you shared that very, very much."

962  
963 "Ralph Magliette, 104 Harbor Lights, and I'm here to talk about three issues. The first issue is I  
964 am the director at large of the Harbor Lights HOA, and just for the record, we had a second flooding  
965 episode on Thursday, August 23<sup>rd</sup> at around 6:15 p.m. We had extensive street and yard flooding, which  
966 was much more extensive than the previous time, and our HOA has tried to go through the proper  
967 channels to address the problems with Lawrence Langdale of Springfield Development, who was the  
968 original development person and Mr. Eric Stanford of DDC Engineering who had designed the  
969 development of 49 homes, and it appears, myself being an engineer, that we were getting the run around.  
970 However, the good news of this is, I always try to bring good news, is there's gone a be a meeting  
971 tomorrow at 10:00 a.m. at 107 Harbor Lights Drive, which was where the most serious flooding is. It will  
972 be the HOA, the residents, Mr. Langdale and Mr. Stanford, and we hope at that meeting we will be able to  
973 address the problems and provide the tools and resources to solve it in a quick manner. So, I just, my  
974 responsibility as a director at large was just to notify you of an update as far as what's going on. Second  
975 item is I'm a water tester for the stormwater committee, and last Tuesday I wanted to go to the workshop  
976 meeting and I went to this council chambers at five o'clock and Ms., Ms. Herrmann was here, and it was  
977 locked and sign on the door said the meeting was here. I waited for ten minutes and then decided that  
978 maybe the meeting was cancelled. Had no clue what to do, so I told Ms. Herrmann I was just gone a go  
979 home. So I missed the meeting. So if in the future there can be some better coordination to direct people  
980 to the proper location of those, I would really appreciate it. The third thing I have to talk about is a  
981 volunteer opportunity and I'm active with the Friends of the Surfside Library, which I know is a county  
982 library, but it is in the Town of Surfside Beach, and provides tremendous educational opportunities to our  
983 residents, and one of the things that the Friends of Surfside does is we do a survey to try to find programs  
984 for children and for seniors, and one of the programs which we had found a real interest in with seniors  
985 was to offer a free legal clinic and this free legal clinic is gone a be offered on September 6<sup>th</sup> at 10:00 a.m.  
986 on wills, estates, and probate, and I just figured if people were interested, the seniors might be interested  
987 in it. I have flyers for the free clinic and there's also a second one on October 4<sup>th</sup> on real estate issues  
988 and foreclosures, which hopefully nobody has those problems. So, I have a whole bunch of handouts if  
989 anyone is interested. And those programs, excuse me (\*\*), and the second thing was that with the  
990 reference library, librarian, we generated a small little summary of what the library does figuring that  
991 maybe that it could be incorporated into the website. It's pretty snazzy, it's called 'Life's a beach at  
992 Surfside Library.' It's kind a cool, it lists all programs, the times, the dates, everything that's offered, and I  
993 was thinking that maybe (\*\* *walked away from the microphone to hand out flyers.*) The other thing, we  
994 talk about coordination of services between south strand senior center where I volunteer and I also  
995 volunteer at the Helping Hands, and I also volunteer as a friend, and the most important thing, it's not a  
996 political thing, is to help people, and if we could just help one person then we might be able to make a  
997 miracle of someone's life, and all I'm looking to do as my mission in life is to try to help people or to try to  
998 find a way to coordinate services. So what we had found out was is the a, the a library had a movie night,  
999 (\*\*) movie matinee once a month and the movie was at 11:00 a.m. and 3:00 p.m. and what I was finding  
1000 was that one was seniors attending the movie and the reason is the seniors from the senior center don't  
1001 have transportation in the afternoon so the only way to have them attend it was to have the movie at 9:30,  
1002 (time) could I just tell the movie data?" Mayor Samples, "Sure." Mr. Magliette, "So we've been able to do  
1003 is our first senior movie is gone a be on the 10<sup>th</sup> of September at 9:30 a.m. specifically for seniors and the  
1004 movie is gone a be 'Contagion,' and the good thing about this is gone a be that we're gone a try to get the

1005 seniors transportation from the senior center to come use the library, and hopefully we'll do this on a  
1006 monthly basis." Mayor Samples, "Very good, excellent, excellent. Thank you, sir. Appreciate it very  
1007 much."

1008  
1009 Mayor Samples, "I did want to address, it's come up twice tonight, the stormwater meeting and  
1010 the comments, and, and what can I say? We [messed] up. Okay. I mean to put it bluntly. It was an  
1011 honest mistakes that occurred and I'm not gone a go into the details and that sort of thing. But the  
1012 particular staff that were involved are no longer with us (*laughter*) and so it will never happen again.  
1013 Right? Right, okay! But, you know, listen, let's be honest. Things happen, and that certainly did."

1014  
1015 "I'm Dennis Seman. I've been elected president of this new youth association or booster club that  
1016 we're doing. All I want to do is say thank you. I have a lot of respect for Ms. Stalnaker and Ms. Ellis, what  
1017 they've done over the years. I have worked with them as a coach for five years, and part of what we're  
1018 doing is to continue on the good work that they have done. I just want to go on the record that I look  
1019 forward to working with you all and hopefully to picking Ms. Ellis' brain a little bit. But a, we really want to  
1020 be successful, and for any of you that have questions, call any time or whatever. Just want to thank you  
1021 for that." Mayor Samples, "I would like you to mention your, your background, because you told me and I  
1022 think it's important for council." Mr. Seman, "Sure, for the last probably 20-years I have served for or  
1023 worked for NBA (National Basketball Association) teams, college teams. I've been an assistant athletic  
1024 director at one time; a head coach for basketball, field hockey, golf, football and baseball. All at high  
1025 school, college and with the NBA, so I don't say I know it all, but I'm happy to give any kind of leadership I  
1026 can to the council based on what I've done."

1027  
1028 **10. COUNCIL COMMENTS.**

1029  
1030 Mr. Stevens, "As I was sitting here tonight I had to think about what I did when I was running for  
1031 town council and some of the pledges that I made. One of the pledges I made was to get citizens more  
1032 involved. I think I've fulfilled that pledge. I've personally tried to put in about four or five committees.  
1033 Maybe I'm getting too many committees, but I think I've done enough. I also wanted to make sure that I  
1034 was transparent and accountable to you. I'm trying to be as transparent as I can. I want everybody to  
1035 know that you ever need anything from me, all you have to do is pick up the phone and call me. You  
1036 don't have my number, you stop and get it from me. Ms. Gorline, I heard about all that crime and I, I  
1037 agree. There's a lot of places where the police are not doing completely their job, and I know you  
1038 mentioned the prostitution sting, and I know people were brought in. It was televised. I don't know why it  
1039 was televised, but it didn't make sense. But the fact is we need better police a, we need better police a  
1040 protection in this town, and hopefully citizens will start getting together and watching out for everybody.  
1041 Watching behind, watching your neighbors, watching everywhere in the town, cause we don't need that  
1042 type of crime. I know I've had stuff stolen from my house. They stole two five dollar bicycles, that's the  
1043 total cost of both of them that a friend gave me. We need to protect the people in this town and the police  
1044 need to do the job all the time. I know I ride by here sometime, I see seven, ten cars, seven, eight cars  
1045 here, and we only have nine. I wonder what, where we are. So, it is something we have to do. A we  
1046 have to take care of our parking. We don't have any... Councilman Kohlmann pointed out we wrote less  
1047 fines this year than we did last year. Why? I don't understand that. There's a lot of people parking  
1048 illegally all the time. I'm gone tell you what, I personally got a fine when I was running for office, and I had  
1049 to pay it. Now if I get a fine, why can't the other folks down there? If I drive through McBee, and I'm  
1050 speeding, I guarantee you there not gone a say you're just passing through. They're gone give me a  
1051 ticket. That's just the way it is. So we need to take, make sure that the citizens are protected in every  
1052 way, shape and form, and a guy walking around, and I heard about the guy with a big knife in his hand, if  
1053 you'd a walked down there, you may not be sitting here today. It's a shame. We need better police  
1054 protection. I agree and all you have to do is put more of them out there. I want to try to do the best I can.  
1055 I said I was gone a run on common sense government and I'm trying to run on, I'm trying to be common  
1056 sense every day. When I hear people that a, you got two people I know there was one other person that  
1057 told me about that that went to the meeting and there was no sign. It was a shame. When a meeting is  
1058 not posted, there's no mistake. People have a responsibility to the citizens and that's who we owe it to,  
1059 the citizens. I owe it to be responsible to you. You elected me. Nobody else elected me. You elected  
1060 me, and I'm gone stand here and I'll sit here and serve you the best of my ability. Maybe I'll make some

1061 mistakes. Maybe I might rub somebody wrong, if I do I'll apologize to them. I'm not big enough to say I'm  
1062 wrong, I'll tell people if I'm wrong, and I've made some mistakes. I ain't gone tell you I'm perfect. But we  
1063 need to protect you. I thank y'all for coming out. We've got some good committees we got started. We  
1064 got some good people. We've got a good recommendation for the pier. Thank you a lot."

1065  
1066 Mr. Johnson, "Good night, ladies and gentlemen." *(laughter and applause)*

1067  
1068 Ms. Dodge, "Well, I'm gone a say more than Mr. Johnson. I wanted to thank all of the citizens  
1069 who volunteer to serve on committees with this town. Everyone of you is a special asset to the town and I  
1070 appreciate your willingness to get involved to work towards making our town better. Each of you will bring  
1071 your varied experience to keep drawing upon and that diversity will be an amazing gift to the town. Also  
1072 wanted to thank the citizens who voiced their opinions on issues facing the town. You know what your  
1073 needs are, and you voiced them. Your input should be our guide for actions as a council, since it's, since  
1074 it's our sworn duty to stand up for you, our citizens. Also wanted to thank Ms. Cockey for that wonderful  
1075 story. I appreciate that. Thank you."

1076  
1077 Ms. Kohlmann, "I have to make it short, but I just want to say in all fairness, when you talk about  
1078 the police department and everybody knows that that was what I ran on, and public safety, and I'm, I'm an  
1079 advocate for it. But, I'm also a very huge supporter of our police officers, and I hope that you all when,  
1080 when Ms. Gorline was speaking, I really hope that the officers heard what she said as well as each of you  
1081 that she, she said they responded quickly, and she had no problem with them, and they were just as  
1082 frustrated. So, don't just walk out of here and say, you know, the cops in Surfside aren't doing their job,  
1083 and that kind of thing, cause sometimes it's, it's, it's not that simple and it's not that cut and dry, and I say  
1084 with all due respect, I thank you guys everyday for what you do do, cause I know what you do, and I just  
1085 want to remind everybody that sometimes we just all need to take a step back and work together with the  
1086 police. Give them the opportunity to a, to show us that they, that they're doing their job."

1087  
1088 Ms. Mabry, "Well, first thank everyone for coming out. It's really good to have you hear. It helps  
1089 us a lot. It helps me a lot when you're here. You know, there are just some things words just cannot,  
1090 there are just not enough words. So, you know, I'm just gone a say good night. We're missing Ms.  
1091 Haley. She's speaking right now, our governor, at the [National Republican] convention tonight, so  
1092 hopefully we can catch her on the news. Have a nice evening, and thanks for coming out."

1093  
1094 Mr. Smith, "Thank you for coming out. Thank you for staying."

1095  
1096 Mayor Samples, "Likewise, that goes for me. What I will say is, you know, there's often times  
1097 there are things that when it comes to law enforcement all the information isn't out there. I know some  
1098 people think that, you know, we've had some a public relations a, a, initiatives that were on the, the result  
1099 of a police initiative. That's not the fact. The facts are, is that they haven't gone anywhere they haven't  
1100 been asked to go to, okay, including the hotel in town. They were asked to come in there, okay. They  
1101 didn't bring outside prostitutes into town, okay. And I will say this council, it only takes four votes to get  
1102 anything done. There isn't an issue that can't be solved, if it's more staff, it's specific direction, again it's  
1103 got to be articulated. It's got to be expressed. Criticism, there's two types of criticism that come, and we  
1104 all know the difference. Some is constructive, because it identifies a problem and it provides a solution.  
1105 But the naysayers, the criticizers, I got to be honest with you, go somewhere else. You don't know how  
1106 good you've got it. You don't know how good you got it. Can it be better? Of course. We're human  
1107 beings and this is a human institution. But, what I will say, and again I want to share it, every  
1108 councilmember has the opportunity every council meeting. I have never shut anyone down. I never will.  
1109 But, you've got to persuade your other members. You don't have to persuade me. You've got to  
1110 persuade four, there's got to be four. That's the nature of the system. You know what, I think we're  
1111 making good progress, and we're going to make more progress. I don't to see us wasting staff time,  
1112 because, hey, we pay for it. Things that we want to get done, don't get done. But, I understand there is  
1113 always gone a be waste and inefficiency in government. It's the nature of the beast. This democratic  
1114 process up here, it's very messy, very messy. There's only seven of us, no wonder the country is in the  
1115 shape it's in. *(laughter)* Thank you."

1116

1117  
1118  
1119  
1120  
1121  
1122  
1123  
1124  
1125  
1126  
1127  
1128  
1129  
1130  
1131  
1132  
1133  
1134  
1135  
1136  
1137  
1138  
1139  
1140  
1141  
1142  
1143  
1144  
1145  
1146  
1147  
1148  
1149  
1150  
1151  
1152  
1153  
1154  
1155  
1156  
1157  
1158  
1159  
1160  
1161  
1162  
1163  
1164  
1165  
1166  
1167  
1168  
1169  
1170  
1171  
1172  
1173  
1174

11. **EXECUTIVE SESSION.**

Pursuant to FOIA §30-4-70(a)(1) to consider volunteers for appointment to boards as noted under 7.E. above.

Mr. Smith moved to enter executive session at 10:17 p.m. Ms. Mabry seconded. All voted in favor. **MOTION CARRIED.**

Mr. Smith moved to reconvene regular session at 10:28 p.m. Ms. Dodge seconded. All voted in favor. **MOTION CARRIED.**

Mayor Samples said that no action was taken during executive session.

Mr. Johnson moved to appoint Councilmember Kohlmann as the non-voting Town Councilmember to the recreation/special events committee; Mr. Jerry Strange to the keep Surfside Beach beautiful committee; Ms. Bruxanne Hein and Mr. Cecil Chandler to the accommodations tax committee; and Mr. Guy Lanham to the board of zoning appeals. Mr. Smith seconded. All voted in favor. **MOTION CARRIED.**

Mr. Smith said because of comments about the public notice for the stormwater meeting, he suggested that the only way a meeting location or anything associated with a meeting can be changed is that the town clerk must be notified as she is the official person who publishes notices, so she has to be notified before a location can be changed. Mayor Samples said otherwise, the meeting will not be held. Mr. Smith not be held and will not be moved either.

Mr. Smith moved that all committees must notify the town clerk with changes to any meeting locations or any other associated information. Mr. Stevens seconded. All voted in favor. **MOTION CARRIED.**

12. **ADJOURNMENT.**

Mr. Smith moved to adjourn the meeting at 10:30 p.m. Mr. Stevens seconded. All voted in favor. **MOTION CARRIED.**

Respectfully submitted,

\_\_\_\_\_  
Debra E. Herrmann, CMC, Town Clerk

Approved: September 10, 2012

\_\_\_\_\_  
Douglas F. Samples, Mayor

\_\_\_\_\_  
Mary Beth Mabry, Mayor Pro Tempore

\_\_\_\_\_  
Ann Dodge, Town Council

\_\_\_\_\_  
Mark L. Johnson, Town Council

\_\_\_\_\_  
Elizabeth A. Kohlmann, Town Council

\_\_\_\_\_  
Roderick E. Smith, Town Council

\_\_\_\_\_  
Randle M. Stevens, Town Council

Clerk's Note: This document constitutes minutes of the meeting, which was audio taped. This meeting was transcribed by Town Clerk Herrmann. In accordance with FOIA, meeting notice and the agenda were distributed to local media and interested parties. A complete list is on file in the clerk's office. The agenda was posted on bulletin boards outside Council Chambers and in the Town Hall reception area. Meeting notice was also posted on the Town marquee. When (\*\*) is used a section of the transcription is inaudible. Public Comments and Council Comments are transcribed verbatim without grammar corrections. When used, staff members' given names are replaced with surnames.

## Directors Report For September 2012

### Permits - C/O's

Staff issued a total of 78 permits in August, (2) two of which were new single family homes (1) on Ocean Blvd. N. and the other on Myrtle Drive North. A total of 2 certificates of occupancies were issued and a total of 91 inspections were performed.

### Code Enforcement

Staff has received several complaints this past month regarding code violations ranging from overgrown lots, signs in the right of way to motor vehicles being occupied within the town limits. Staff has sent letters, made phone calls and pulled signs from right of ways clearing over 30 violations in August.



Code enforcement is done on a daily basis to assure the town does not become unsightly. We attempt to work with property/business owners to resolve any problems before they escalate. Most have worked with us to resolve the violations in a timely manner.

I have attached for your review the banner, tents and open display log. This log is updated each time a business owner received approval.

DATE: 08/31/12

OPEN DISPLAYS, BANNERS and TENTS

Name	Address	Open Display	# of Days	Tent	# of Days	Banner/Temp Sign	# of Days
Neal & Pam's	20 Ocean Boulevard South					05/12/12-05/22/12	10
		Total:					10
Homespun Craft Mall	114 Highway 17 North A		4/28/2012	5			
		Total:		5			
Family Dollar	114 Highway 17 North B	05/12/12-05/26/12	15			05/12/12-05/21/12	10
		06/19/12-07/13/12	20			06/18/12-06/27/12	10
						06/28/12-07/08/12	10
		Total:		35			
Rite Aid	118 Highway 17 North					07/02/12-07/12/12	10
		Total:					10
Burke's Outlet	120 Highway 17 North	02/17/12-02/21/12	5				
		04/20/12-04/24/12	5				
		05/18/12-05/21/12	5				
		06/22/12-06/25/12	5				
		07/20/12-07/23/12	5				
Total:		25					
First Federal Bank	211 Highway 17 North					07/16/12-07/25/12	10
		Total:					10
The Golden Egg	415 Highway 17 North					05/12/12-05/21/12	10
		Total:				07/06/12-07/09/12	10
							20
Twins	450 Highway 17 North			05/11/12-05/26/12	15	05/11/12-05/21/12	10
				07/01/12-08/09/12	40	08/02/12-08/11/12	10
				10/03/12-10/07/12	5	08/12/12-08/21/12	10
						08/22/12-08/31/12	10
		Total:			60		50
Carolina American Pickers	510 Highway 17 North A	07/03/12-07/07/12	5	07/16/12-09/08/12	55		
		Total:	5		55		

Name	Address	Open Display	# of Days	Tent	# of Days	Banner/Temp Sign	# of Days
Century 21 Broadhurst	520 Highway 17 South			04/27/12-04/27/12	5		
		Total:			5		
Cool Daddy	670 Highway 17 South			07/14/12-07/14/12	5		
		Total:			5		
First Baptist Church of Surfside	711 16th Avenue North					06/04/12-06/15/12	10
				09/01/12-09/02/12	5	08/29/12-09/03/12	10
		Total:			5		20
Mason's Tire & Auto Center	750 Highway 17 North			06/21/12-06/22/12	5		
		Total:			5		
Surfside United Methodist	800 13th Avenue North					02/24/12-03/05/12	10
						04/22/12-04/28/12	10
						05/12/12-05/19/12	10
						05/31/12-06/09/12	10
		Total:				08/13/12-08/22/12	10
							50
Sundown	810 Surfside Drive					05/14/12-05/24/12	10
		Total:					10
Village Café	828 Surfside Drive					04/19/12-04/28/12	10
						05/11/12-05/22/12	10
		Total:				06/30/12-07-09/12	10
							30
Surfside Thrift	999 Highway 17 South	04/27/12-05/01/12	5			04/18/12-04/28/12	10
		05/04/12-05/08/12	5				
		05/12/12-05/17/12	5				
		05/19/12-05/23/12	5				
		05/24/12-05/28/12	5				
		06/01/12-06/05/12	5				
		06/08/12-06/12/12	5				
		06/21/12-06/25/12	5				

Name	Address	Open Display	# of Days	Tent	# of Days	Banner/Temp Sign	# of Days
		06/29/12-07/03/12	5				
		07/05/12-07/19/12	15				
		Total:	60				10
Giant's Beachwear	1001 Highway 17 North	05/18/12-06/01/12	15				
		Total:	15				
Discount Beachwear	1111 Highway 17 North	05/18/12-06/01/12	15				
		Total:	15				
Bargain Beachwear	1310 Highway 17 South			05/11/12-05/28/12	20		
		Total:			20		
Surfside Freddie's	1507 Highway 17 South	05/10/12-05/25/12	15	05/01/12-05/30/12	30	05/10/12-05/20/12	10
		Total:	15		30		
Some Gave All Antiques	1510 Highway 17 North	02/03/12-02/12/10	10				
		02/15/12-02/29/12	15				
		03/30/12-04/09/12	10				
		Total:	35				
Fish Monger Seafood & Bait	1511 Highway 17 South					06/12/12-06/21/12	OPEN
						06/22/12-08/20/12	60
		Total:					60
Dollar General	1513 Highway 17 South	06/19/12-08/17/12	60				
		Total:	60				
We Buy Gold	1615 Highway 17 North	07/31/12-09/28/12	60				
		Total:	60				

**TOWN OF SURFSIDE BEACH  
BUILDING AND ZONING REPORT  
2011-2012 YTD**

MONTH/YEAR	# OF PERMITS	PERMIT FEES	# CONTRACTOR BUS. LIC./ RENEWALS	\$CONTRACTOR BUS.LIC./ RENEWALS	INSPECTIONS
January 2012	73	13,232.72	25	5,143.55	143
2011	64	5,490.05	18	2,656.70	53
<b>DIFFERENCE</b>	<b>9</b>	<b>7,742.67</b>	<b>7</b>	<b>2,486.85</b>	<b>90</b>
February 2012	90	18,630.69	35	6,618.52	113
2011	56	5,847.83	24	4,820.20	58
<b>DIFFERENCE</b>	<b>34</b>	<b>12,782.86</b>	<b>11</b>	<b>1,798.32</b>	<b>55</b>
March 2012	101	14,311.25	24	3,518.75	155
2011	100	16,209.08	25	6,730.75	60
<b>DIFFERENCE</b>	<b>1</b>	<b>-1,897.83</b>	<b>-1</b>	<b>-3,212.00</b>	<b>95</b>
April 2012	95	8,217.83	102	15,069.00	160
2011	129	17,958.75	102	17,991.78	69
<b>DIFFERENCE</b>	<b>-34</b>	<b>-9,740.92</b>	<b>0</b>	<b>-2,922.78</b>	<b>91</b>
May 2012	112	15,430.96	148	25,016.64	122
2011	128	16,719.24	153	26,893.76	122
<b>DIFFERENCE</b>	<b>-16</b>	<b>-1,288.28</b>	<b>-5</b>	<b>-1,877.12</b>	<b>0</b>
June 2012	95	8,435.08	86	10,839.26	98
2011	122	18,917.89	111	17,796.03	139
<b>DIFFERENCE</b>	<b>-27</b>	<b>-10,482.81</b>	<b>-25</b>	<b>-6,956.77</b>	<b>-41</b>
July 2012	60	7,081.60	42	7,085.86	122
2011	87	14,536.50	38	8,086.71	110
<b>DIFFERENCE</b>	<b>-27</b>	<b>-7,454.90</b>	<b>4</b>	<b>-1,000.85</b>	<b>12</b>
August 2012	78	10,509.64	28	3,919.43	91
2011	94	25,497.75	23	5,841.76	148
<b>DIFFERENCE</b>	<b>-16</b>	<b>-14,988.11</b>	<b>5</b>	<b>-1,922.33</b>	<b>-57</b>
Sept. 2012					
2011					
<b>DIFFERENCE</b>					
October 2012					
2011					
<b>DIFFERENCE</b>					
Nov. 2012					
2011					
<b>DIFFERENCE</b>					
Dec. 2012					
2011					
<b>DIFF TOTALS</b>	<b>-76</b>	<b>-25,327.32</b>	<b>-4</b>	<b>-13,606.68</b>	<b>245</b>

**AUGUST 2012  
PLAN REVIEWS**

<b>PERMIT NO.</b>	<b>ADDRESS</b>	<b>DATE RECV'D</b>	<b>ZONING COMPLETED</b>	<b>BLDG. COMPLETED</b>	<b>PERMIT ISSUED</b>	<b>CONTRACTOR</b>	<b>TYPE OF PLAN REVIEW</b>
	313 MYRTLE DRIVE NORTH	07/25/12	07/31/12	08/01/12	NO	NEW HOMES DEVELOPMENT	NEW SINGLE FAMILY RESIDENCE
	717 MYRTLE DRIVE SOUTH	08/01/12	08/02/12		NO	CUSTOM CONCRETE DEVELOP	DRIVEWAY
	1601 OCEAN BLVD. NORTH	08/02/12	08/02/12	08/16/12	YES	BALDWIN CONSTRUCTION	HOTEL REMODEL
	1601 OCEAN BLVD. NORTH	08/08/12	08/16/12	08/16/12	YES	BALDWIN CONSTRUCTION	BAR RENOVATION
	411 16TH AVENUE NORTH	08/09/12	08/16/12	08/16/12	YES	TIMOTHY ST. PIERRE	CONVERT CARPORT
	810 6TH AVENUE SOUTH	08/09/12	08/16/12	08/16/12	NO	GTS DEVELOPMENT	CONVERT COVERED PORCH
	PALMETTO COVE	08/09/12	08/13/12		NO	C. R. WALTON	SHED FOR POOL AREA
302375	1417 OCEAN BOULEVARD SOUTH	08/10/12	08/16/12	08/16/12	YES	NEW SYSTEMS SIDING SPEC	REMOVE & REPLACE STEEL BEAM
	313 MYRTLE DRIVE NORTH	08/10/12	08/16/12	08/16/12	NO	NEW HOMES DEVELOPMENT	NEW SINGLE FAMILY RESIDENCE
	419 2ND AVENUE NORTH	08/14/12	08/16/12	08/16/12	NO	ISLAND PREFERRED	CONVERT CARPORT INTO GARAGE
302388	129 HARBOR LIGHTS DRIVE	08/14/12	08/16/12	08/16/12	YES	JIMMY CHILDERS	12'X18' DECK
	1027 DOGWOOD DRIVE NORTH	08/15/12	08/15/12	N/A	YES	CAROLINA CARPENTRY	REPLACE WINDOWS & SIDING
	510 HIGHWAY 17 NORTH	08/16/12	08/21/12		YES	SIGN A RAMA	WALL & FREESTANDING SIGN
	419 2ND AVENUE NORTH	08/20/12	08/20/12	08/20/12	NO	ISLAND PREFERRED	CONVERT CARPORT INTO GARAGE
	810 6TH AVENUE SOUTH	08/21/12	08/21/12	08/21/12	YES	GTS DEVELOPMENT	CONVERT COVERED PORCH
	313 MYRTLE DRIVE NORTH	08/22/12	08/23/12	08/23/12	YES	NEW HOMES DEVELOPMENT	NEW SINGLE FAMILY RESIDENCE
	712 HOLLYWOOD DRIVE SOUTH	08/23/12	08/24/12	08/24/12	YES	BARNABY & SON	REPLACE SLIDING DOORS
	129 HARBOR LIGHTS DRIVE	08/23/12	08/23/12	08/23/12	NO	CAROLINA HOME EXTERIORS	INSTALL 12'X17' SCREEN LANIA
	910 OCEAN BLVD. NORTH A	08/24/12	08/30/12	08/30/12	NO	FOX CHASE BUILDERS	NEW SINGLE FAMILY RESIDENCE
	724 4TH AVENUE SOUTH	08/27/12				SAMUEL TYLER	REWORK & BRING UP TO CODE
	330 LAKESIDE DRIVE	08/27/12	08/30/12	08/30/12	YES	ISLAND PREFERRED	DECK ON FRONT & SIDE
	419 2ND AVENUE NORTH	08/31/12				ISLAND PREFERRED	CONVERT CARPORT INTO GARAGE

**TOWN OF SURFSIDE BEACH  
BUILDING AND ZONING REPORT  
08/01/2012 to 08/31/2012**

DESCRIPTION	PERMIT NUMBER	SQUARE FEET	VALUATION	PERMIT FEE
ADDITION	2	576.00	54,000.00	235.20
BANNER	6			150.00
DECK	2		10,400.00	52.50
DRIVEWAY, SIDEWALKS, PATIOS & CURB CUT	3		4,400.00	90.00
ELECTRICAL	2		3,120.00	100.00
GENERAL REPAIRS	13		146,064.00	1,111.00
MECHANICAL	2		18,954.00	207.50
NEW RESIDENTIAL CONSTRUCTION	2	7,449.00	595,920.00	3,352.05
PLAN REVIEW NEW SINGLE FAMILY	3	8,199.00		1,844.79
ADDITION PLAN REVIEW	2	336.00		141.60
REMODEL PLAN REVIEW	6		9,500.00	120.00
SIGN INSTALLATION	1			27.50
STORMWATER PLAN REVIEW	3			1,050.00
REMODEL	2		225,000.00	995.00
ROOF REPLACE OR REPAIR	4		20,116.00	145.00
SAFETY	4			160.00
SIGN INSTALLATION	3		11,617.00	107.50
STORMWATER MANAGEMENT	1			350.00
TENT	2			50.00
TREE REMOVAL	15		6,425.00	220.00
<b>TOTAL ALL:</b>	<b>78</b>	<b>16,560.00</b>	<b>1,105,516.00</b>	<b>10,509.64</b>
<b>CONTRACTOR BUS.LIC./NEW &amp; RENEWALS:</b>	<b>28</b>			<b>3,919.43</b>
<b>PHONE CALLS:</b>	<b>217</b>			
<b>MEETINGS:</b>				
P&Z				
Beautification Committee				
<b>INSPECTIONS:</b>				
CERTIFICATE OF OCCUPANCY	2			
CONSULTATION	1			
DRIVEWAY	2			
FINAL	11			
FINAL ELECTRICAL	2			
FINAL MECHANICAL	1			
FLASHING/WINDOW	2			
FOOTING	8			
INSULATION	3			
METER SERVICE	3			
ROUGH ELECTRICAL	4			
ROUGH FRAMING	9			
ROUGH MECHANICAL	4			
ROUGH PLUMBING	4			
SAFETY	5			
SHEATHING NAILING	5			
TEMP SERVICE	2			
TREE	22			
WINDOW	1			
<b>TOTAL INSPECTIONS:</b>	<b>91</b>			

**Permits Issued: August 2012**

No.	Address	Contractor	Date	Scope of Work
302359	107 HARBOR LIGHTS DRIVE	J & M BEACH CONSTRUCTION	08/01/12	CONSTRUCT 12'X24' WOOD DECK
302360	129 12TH AVENUE SOUTH	BESS LANDSCAPING	08/01/12	INSTALL PAVERS IN RIGHT OF WAY
302361	116 15TH AVENUE SOUTH	ACADIA TREE & STUMP	08/01/12	REMOVE 3 PINE TREES
302364	1756 HIGHWAY 17 NORTH		08/02/12	SAFETY INSPECTION FOR RV PARTS SALES
302365	450 HIGHWAY 17 NORTH		08/02/12	TENT 10/03/2012 TO 10/07/12
302366	450 HIGHWAY 17 NORTH		08/02/12	BANNER 08/02/12 TO 08/11/12
302367	450 HIGHWAY 17 NORTH		08/02/12	BANNER 08/12/12 TO 08/21/12
302368	1611 CEDAR DRIVE NORTH		08/02/12	OWNER TO INSTALL 12'X39' CONCRETE DRIVEWAY
302369	411 16TH AVENUE NORTH	ST PIERRE TIMOTHY DBA	08/09/12	PLAN REVIEW TO CONVERT CARPORT TO ENLARGE BEDROOM, 12'X20' FRONT PORCH, 4'X4' SIDE ENTRY ROOF, NEW ROOF AND SIDEWALL
302370	810 6TH AVENUE SOUTH	GTS DEVELOPMENT LLC	08/09/12	PLAN REVIEW TO CLOSE IN SIDES OF EXISTING COVERED PORCH TO USE AS OFFICE
302371	353 HIGHWAY 17 NORTH B		08/09/12	SAFETY INSPECTION UNITS B & C FOR SIGN COMPANY
302372	821 2ND AVENUE NORTH		08/10/12	SAFETY INSPECTION FOR PROPERTY MANAGEMENT
302373	413 8TH AVENUE SOUTH	DONNIE H STEWART INC	08/10/12	REMOVE & REPLACE ROTTEN EXTERIOR DECKING BOARDS & UNTREATED BAND BOARDS
302374	318 MELODY LANE	BIG D SIDING INC	08/10/12	REPLACE 5 WINDOWS WITH DP50 RATED AND OSB BOARD FOR STORM PROTECTION
302375	1417 OCEAN BOULEVARD SOUTH	NEW SYSTEMS SIDING SPECIALISTS	08/10/12	PLAN REVIEW TO REMOVE & REPLACE STEEL BEAM REPAIR BY REINFORCING EXISTING BEAMS. REMOVE & REPLACE CEILING IN PARKING AREA TO ACCESS AREAS NEEDING REPLACE.
302376	800 13TH AVENUE NORTH		08/10/12	BANNER 08/13/12 TO 08/22/12
302377	721 CYPRESS DRIVE	MORO-MOORE ROOFING & SHEET METAL	08/13/12	REMOVE AND REPLACE ROOF SHINGLES WITH 130MPH RATED SHINGLES. REMOVE MODIFIED SYSTEM ON FLAT DECK & INSTALL NEW EPDM SYSTEM.
302378	419 OCEAN PALMS DRIVE	THD AT-HOME SERVICES INC	08/13/12	REPLACE 13 WINDOWS WITH IMPACT GLASS (2) DP65 AND (11) DP50
302380	601 HIGHWAY 17 NORTH	ADVANCE MECHANICAL SERVICE OF CEN. FL	08/13/12	REMOVE AND REPLACE 10 TON ROOF TOP PACKAGE UNIT
302381	329 15TH AVENUE SOUTH	RABON CONSTRUCTION	08/13/12	INSTALL VINYL SIDING, DP50 WINDOWS WITH PLYWOOD, DOORS, PAINT, REPLACE PLUMBING FIXTURES, FLOORING AND MISC INTERIOR REPAIRS (NOT STRUCTURAL).

No.	Address	Contractor	Date	Scope of Work
302382	411 CEDAR DRIVE NORTH	BLACKWATER CONST. & LANDSCAPE	08/13/12	CONSTRUCT 15'X15' CONCRETE PAD WITH 3'X4' EXTENSION FOR BASKETBALL GOAL. (CHANGED DIMENSIONS TO 22'X26' ON 08/22/12) ADDITIONAL \$10.00 CHARGED FOR UPGRADE.
302384	17 HIGHWAY 17 SOUTH C	GRAND STRAND SIGNS LLC	08/14/12	SIGN PLAN REVIEW
302385	17 HIGHWAY 17 SOUTH C	GRAND STRAND SIGNS LLC	08/14/12	INSTALL NEW SIGN AND REFACE EXISTING SIGN
302387	717 MYRTLE DRIVE SOUTH	CUSTOM CONCRETE DEVELOPERS LLC	08/14/12	ADD CONCRETE TO RIGHT OF WAY ONLY
302388	129 HARBOR LIGHTS DRIVE	CHILDERS JIMMY	08/14/12	PLAN REVIEW TO ADD 12'X18' DECK
302389	700 HIGHWAY 17 SOUTH D		08/14/12	SAFETY INSPECTION FOR FLOOR COVERING SALES AND INSTALLATION
302390	1040 HIGHWAY 17 SOUTH		08/14/12	TENT FOR ALL 4 PAWS FUNDRAISER
302391	328 14TH AVENUE SOUTH	PROFESSIONAL SIDING AND WINDOWS INC	08/15/12	REPAIR WOOD & INSTALL METAL ROOF. REPLACE DAMAGED VINYL AND REPLACE WITH VINYL SHAKES.
302392	628 MELODY LANE A-B	O'LEARY ROOFING INC	08/16/12	REMOVE AND REPLACE ROOF SHINGLES WITH 130MPH RATED SHINGLES
302393	129 HARBOR LIGHTS DRIVE	CHILDERS JIMMY	08/16/12	BUILD 12'X18' DECK
302394	716 7TH AVENUE NORTH	M & M EXPERT TREE SERVICE	08/16/12	TRIM TREES
302395	1013 MOSS DRIVE	CHIPMAN'S TREE SERVICE	08/16/12	REMOVE 1 DEAD RIVER BIRCH TREE
302402	411 16TH AVENUE NORTH	ST PIERRE TIMOTHY DBA	08/16/12	CONVERT CARPORT TO ENLARGE BEDROOM, ADD 12'X20' PORCH AND 4'X4' SIDE ENTRY ROOF. INSTALL NEW ROOF AND SIDEWALL.
302403	1417 OCEAN BOULEVARD SOUTH	NEW SYSTEMS SIDING SPECIALISTS	08/17/12	REMOVE & REPLACE STEEL BEAM. REMOVE & REPLACE CEILING IN PARKING AREA TO ACCESS AREAS NEEDING REPAIR.
302404	421 15TH AVENUE NORTH	MAGNUSON NEIL	08/17/12	REMOVE AND REPLACE ROOF SHINGLES WITH 130MPH RATED SHINGLES. APPLY RUBBER ROOF SYSTEM ON SMALL AREA OF ROOF.
302405	1027 DOGWOOD DRIVE NORTH	CAROLINA CARPENTRY & REMODELING	08/17/12	INSTALL NEW DP50 WINDOW & PLYWOOD FOR PROTECTION ON 2ND FLOOR AND IMPACT WINDOWS ON 3RD FLOOR. INSTALL HARDI PLANK SIDING.
302406	1510 CEDAR DRIVE NORTH	RABON CONSTRUCTION	08/20/12	REPLACE 12 WINDOWS WITH DP45 AND DP50 AND OSB FOR STORM PROTECTION
302407	1112 HOLLYWOOD DRIVE SOUTH	ACADIA TREE & STUMP	08/20/12	REMOVE 12 PINE TREES
302408	450 HIGHWAY 17 NORTH		08/21/12	BANNER 08/22/12 TO 08/31/12
302409	725 JUNIPER DRIVE	GIMBERT CONSTRUCTION SERVICES	08/21/12	INSTALL VINYL SIDING ON WOOD PORTION OF HOUSE
302410	810 6TH AVENUE SOUTH	GTS DEVELOPMENT LLC	08/22/12	CLOSE IN SIDE OF EXISTING COVERED PORCH TO USE AS OFFICE

No.	Address	Contractor	Date	Scope of Work
302411	913 OCEAN BOULEVARD NORTH A	DIXIELAND HOME CONST. & IMPROVEMENTS	08/22/12	REMOVE AND REPLACE ROOF SHINGLES WITH 130MPH RATED SHINGLES AND INSTALLED PER HIGH WIND CODE
302422	1601 OCEAN BOULEVARD NORTH	BALDWIN CONSTRUCTION CO	08/23/12	REMODEL FOR ADA COMPLIANCE OF FRONT DESK, FRONT ENTRANCE DOORS, STEEL HANDRAILS, CORRIDOR CEILINGS, REPLACE ENTRANCE ROOM LIGHT FIXTURES & GUEST BATHROOM LIGHT FIXTURES EXTERIOR SHUTTERS & TRIM
302423	1601 OCEAN BOULEVARD NORTH	BALDWIN CONSTRUCTION CO	08/23/12	CUSTOM UPDATE INTERIOR COCKTAIL LOUNGE
302425	129 HARBOR LIGHTS DRIVE	CAROLINA HOME EXTERIORS	08/23/12	PLAN REVIEW TO INSTALL 12'X17' SCREEN LANIA ON EXISTING DECK
302428	900 POPLAR DRIVE SOUTH		08/23/12	OWNER TO REMOVE 3 CREPE MYRTLES IN FRONT OF PROPERTY
302429	351 HIGHWAY 17 NORTH	ED'S SIGNS	08/23/12	INSTALL 2'X16' AWNING SIGN AND REPLACE FREE STANDING PANEL
302430	333 16TH AVENUE SOUTH	MASTERCARE CONTRACTING INC	08/24/12	REMOVE 2 SWEET GUM TREES
302431	211 15TH AVENUE SOUTH	MASTERCARE CONTRACTING INC	08/24/12	REMOVE 1 PINE TREE
302433	415 2ND AVENUE NORTH	MASTERCARE CONTRACTING INC	08/24/12	REMOVE 1 TREE
302434	110 OAK DRIVE NORTH		08/24/12	OWNER TO INSTALL PRIVACY PANELS FOR PLAN REVIEW FOR NEW SINGLE FAMILY RESIDENCE
302435	910 OCEAN BOULEVARD NORTH A	FOX CHASE BUILDERS LLC	08/24/12	STORMWATER PLAN REVIEW
302436	910 OCEAN BOULEVARD NORTH A	FOX CHASE BUILDERS LLC	08/24/12	INSTALL (1) 32 SQ. FT. WALL SIGN (ALL WINDOW SIGNAGE TO BE REMOVED)
302437	510 HIGHWAY 17 NORTH A	GRAND STRAND SIGN AND GRAPHICS INC	08/27/12	PLAN REVIEW TO REWORK AND BRING UP TO CODE DOOR HEADERS, PORCH WALL, JACKS & STRAPS
302438	724 4TH AVENUE SOUTH	TYLER SAMUEL	08/27/12	OWNER TO REMOVE 2 BRADFORD PEAR TREES
302439	120 8TH AVENUE SOUTH		08/27/12	
302440	712 HOLLYWOOD DRIVE SOUTH		08/27/12	
302441	YAUPON PARKING LOT	PRUITT ELECTRICAL CO	08/28/12	INSTALL TEMP POWER POLE
302442	828 3RD AVENUE SOUTH	PRUITT ELECTRICAL CO	08/28/12	INSTALL TWO METER ON BUILDING-ONE EXISTING FOR DOWNSTAIRS AND ONE NEW 200A METER FOR UPSTAIRS
302443	712 HOLLYWOOD DRIVE SOUTH	BARNABY & SONS LLC	08/28/12	REPLACE SLIDING GLASS DOORS WITH SIDE LIGHTS WITH (6) DP50 VINYL WINDOWS AND OSB FOR STORM PROTECTION. INSTALL STORM DOOR
302444	313 MYRTLE DRIVE NORTH	NEW HOMES DEVELOPMENT	08/28/12	CONSTRUCT NEW SINGLE FAMILY RESIDENCE
302445	107 OAK DRIVE NORTH	NORTH BEACH BUILDERS LLC	08/29/12	PLAN REVIEW FOR NEW SINGLE FAMILY RESIDENCE
302446	107 OAK DRIVE NORTH	NORTH BEACH BUILDERS LLC	08/29/12	STORMWATER PLAN REVIEW
302447	109 OAK DRIVE NORTH	NORTH BEACH BUILDERS LLC	08/29/12	PLAN REVIEW FOR NEW SINGLE FAMILY RESIDENCE

No.	Address	Contractor	Date	Scope of Work
302448	109 OAK DRIVE NORTH	NORTH BEACH BUILDERS LLC	08/29/12	STORMWATER PLAN REVIEW
302449	711 16TH AVENUE NORTH		08/29/12	BANNER 08/29/12 TO 09/03/12 WITH 2 SMALL TENTS FOR TABLE AND CHAIRS
302450	1315 CHERRY DRIVE		08/29/12	TOWN WORKERS TO REMOVE DEAD TREE FROM RIGHT OF WAY
302451	13 CEDAR DRIVE SOUTH		08/29/12	OWNER TO REMOVE 2 TREES FROM RIGHT CORNER
302452	512 8TH AVENUE SOUTH	ACADIA TREE & STUMP	08/30/12	REMOVE 1 DEAD OAK TREE
302454	524 CYPRESS DRIVE	TOTAL TREE CARE & APPRAISAL	08/30/12	REMOVE 1 PINE TREE, 2 OAKS CLOSEST TO THE HOUSE AND 1 DEAD OAK
302457	450 HIGHWAY 17 NORTH		08/31/12	BANNER 09/01/12 TO 09/10/12
302458	910 OCEAN BOULEVARD NORTH A	FOX CHASE BUILDERS LLC	08/31/12	CONSTRUCT NEW SINGLE FAMILY RESIDENCE
302459	910 OCEAN BOULEVARD NORTH A	FOX CHASE BUILDERS LLC	08/31/12	STORMWATER
302460	512 POPLAR DRIVE SOUTH	ACADIA TREE & STUMP	08/31/12	REMOVE 1 PINE TREE AT RIGHT REAR CORNER

MIKE FREDERICK  
Chief of Police



DOUGLAS F. SAMPLES  
Mayor

**SURFSIDE BEACH POLICE DEPARTMENT**  
811 Pine Drive  
Surfside Beach, SC 29575

**Monthly Activity Report**  
**AUG 2012**  
**(9 AUG – 5 SEP 12)**  
*Prepared by Mike Frederick*

**INTRODUCTION:**

This reporting period usually represents our last 100% operational tempo month of the peak season; we should see a slight decline in calls for service in SEP and OCT prior to the next drop-off after the end of the shoulder season. Our slight increase (+6.9%) over our same period last year numbers is, again, in line with what our sister agencies here in Horry County are seeing as well.

**PERSONNEL ACTIONS:**

SBPD initiated no demotions, terminations, disciplinary transfers, or other disciplinary actions during this reporting period. We received no formal complaints against an officer during this reporting period. We are still riding our open dispatcher position, using part-time employees as fill-ins. We are nearing the next phase in the potential changes to our dispatch operation, so we will be briefing you on developments in that regard as that project progresses.

We received and accepted two voluntary resignations during this reporting period (neither of which are associated in any way with disciplinary actions of any kind). Because we are so near to the end of the peak season, we will most likely allow these slots to remain open for at least a few months as a budgetary savings tactic.

As is always the case, we received numerous calls, letters, and emails complimenting our officers on their work ethic and service orientation (although this month it seemed even more frequent). Individually, I didn't believe that they warranted formal commendations, but I thought I would detail just a few here in the Personnel Actions section since they, in the aggregate, portray the high level of service our uniformed officers are out there providing.

A disabled woman from NC telephoned me to report that a Beach Patrol officer had noticed her unloading her standard wheelchair in the pier parking lot and walked over to see if she was aware of our beach wheelchair program (she was not). The officers not only retrieved a beach chair immediately, but assisted her in stowing her standard chair and used a Mule to get her and her party down to the shoreline, providing her with their personal cell phone numbers in case there was a problem with the chair. In her words, said that she would "never vacation at any beach other than Surfside Beach."

Another individual left me a voicemail two weeks ago to report that he had “never telephoned in a complaint or a compliment to a police department before,” but felt compelled to tell us that he and his group had been sitting on their front balcony overlooking Ocean Boulevard and had counted several different black and whites as they patrolled back and forth throughout the evening. In his words, the group felt, “safer than we do at our home in Charlotte!”

It is gratifying to report that our officers have so thoroughly adopted the service mentality outlined in our training materials, and that our residents and guests notice the difference so regularly. As I said, no formal commendations here, but I delivered the attaboys en masse to all of our uniform folks (since almost all were represented in the various calls throughout the month).

**HIGH RISK LAW ENFORCEMENT ACTIVITIES:**

SBPD officers conducted one vehicle pursuit and no foot-pursuits during this reporting period.

SBPD officers used a reportable level of force on only one occasion (as part of the pursuit noted above) during this reporting period (standard handcuffing, escort holds, etc. do not require additional reporting beyond our Uniform Crime Report – see following table for summary). The use of force resulted in no injury to officers or staff, and no serious injuries to suspects occurred.

SBPD HIGH – RISK LAW ENFORCEMENT ACTIVITIES (JUL 2012 Reporting Period)						
DATE	ACTIVITY TYPE	OFFENSE TYPE	OFFICERS	ARREST	INJURIES	PROP. DAMAGE
1 SEP 2012	Vehicle Pursuit, Use of Force	Failure to Stop for Blue Light; DUI	Brode, Anderson	Yes	None	None
Officers pursued a suspect driving a vehicle in the wrong direction along US 17. Officers observed the vehicle traveling at relatively low speed (45-50 MPH) in the incorrect lane, and were able to safely clear the roadway until the vehicle stopped after an approximately 4-mile long pursuit. During the subsequent stop, officers presented their sidearms (considered by SBPD policy as a reportable use of force) in accordance with standard high-risk vehicle stop procedures.						

**TRAINING:**

As always, officers maintained their Class 1 Law Enforcement licenses via online training provided by the SC Criminal Justice Academy, and continued to receive their mandated in-service hours through our contracted third-party vendor. Due to changes in SCCJA online training availability, SBPD will be able to drop the third-party vendor next month (a small savings within our annual training budget).

Josh Knight (our newest hire), began his training at the SC Criminal Justice Academy in Columbia on 12 AUG. He is performing well, and has already been assigned duties as a squad leader. Knight will remain there for the 12-week Basic Law Enforcement Certification course, and will graduate on 2 NOV.

SGT Travis Bailey completed the Smith and Wesson Patrol Rifle Armorer's Class, and is now factory-certified to perform repairs on SBPD's patrol carbines.

CPL Chris King completed the final two weeks of the six-week Traffic Crash Reconstruction Course in Columbia, SC. He and LT Rodney Keziah attended the Traffic Safety Officers Conference on 29 AUG to pick up King's Traffic Safety Officer Certification and award from the SC Criminal Justice Academy. This award represents an important addition to SBPD's capabilities- of the more than 9,500 law enforcement officers active in SC, only 32 received this award this year. CPL King and LT Keziah (previously certified) are now able to investigate and reconstruct



SC Criminal Justice Academy Director Hubert Harrell presents the SC Traffic Safety Officer Certification award to CPL Chris King during a graduation ceremony in Columbia on 29 AUG.

serious and fatal motor vehicle accidents, including those investigated with the assistance of the SC Highway Patrol's Multi-disciplinary Accident Investigation Team (MAIT).

In what is perhaps the most significant bit of training news in the history of SBPD, the FBI has approved LT Rodney Keziah's application to attend the FBI National Academy in Quantico, VA. Only three SC officers are chosen for each 10-week session, so the process is obviously about the most competitive and selective you'll find for any training program in the US, and for good reason. The FBI National Academy is the single most widely-respected program for command officers and chiefs in the world, and is attended by senior officers from all over the US and foreign nations. The training covers management issues, liability updates, best practices, community policing, media relations, and organizational development for law enforcement agencies. Although SBPD has employed other FBI NA grads, LT Keziah will be our first to attend as an SBPD officer. The FBI's nominating committee noted this fact during their selection process, and it represents an important step in the development of SBPD as an organization. LT Keziah's session will begin in JAN 2013 (perfect timing for us due to our seasonal service demands). I know he will perform well and I congratulate Rodney on his selection. Here's a link to the FBI NA info page if you would like more background: <https://www.fbi.gov/about-us/training/national-academy>

## **WORKLOAD / PERFORMANCE METRICS:**

As usual, we've included our Monthly Activity Report (along with the same period last year spreadsheet for comparison purposes). Also included are the usual supplemental reports: the Criminal Investigations log, the USMS Fugitive Task Force, and Beach Services activity report.

The service volume data from this reporting period represented a slight increase over the same period last year, and is line with the general increases being seen countywide.

This month, SBPD officers issued 98 written warnings in lieu of Uniform Traffic Tickets or to record vehicles stopped for non-traffic related reasons (these are not reflected in our database totals).

**NOTABLE EVENTS / INFORMATION:**

SBPD authorized one Media Information Release stemming from events and activities during this reporting period (which is included for your review). It details our arrest of an individual on multiple Vehicle Breaking & Entering and Larceny charges. The arrestee is suspected of committing numerous vehicle break-ins at beach accesses and at a Surfside Beach tourist attraction, and his capture closed a significant portion of our JUL vehicle break-ins overall (which had spiked due to his activities). We were also able to recover a significant amount of the stolen property from our break-ins and several other which occurred in other jurisdictions.

Late in this reporting period, Town Hall tasked SBPD with addressing a coyote infestation in one of our neighborhoods. We immediately published an Animal Nuisance / Public Safety Advisory and disseminated it by hand to the residents in that area, and contacted the SC Department of Natural Resources to solicit legal and biological information regarding residential area coyote issues. We've now completed this process, and have met with a commercial nuisance wildlife abatement firm to facilitate the removal of the animals. I attached the advisory for your review in case you had not seen it.

As always, please don't hesitate to call should you desire additional information or clarification regarding the information within this report (or about our operation in general). Thank you (again) for your continued support of our efforts.

***SURFSIDE BEACH POLICE DEPARTMENT***

Monthly Activity Report  
AUG 2012  
(9 AUG – 5 SEP 12)

**ATTACHMENTS**

**AND**

**SUPPORTING MATERIALS**



Surfside Beach Police Department - Patrol Division



Monthly Activity Report - AUGUST 2012

Calls for Service / Field Activities		Charges and Arrests	
911 Hang-Ups	7	Accessory to Felony	
Abandoned Property	1	Allow Unauthorized Operation of Motor Veh	1
Abandoned Vehicle		Animal at Large	
Accident (injuries)	4	Armed Robbery	
Accident (property damage only)	19	Assault / Battery (1st degree)	
Alarm Calls	60	Assault / Battery (2nd degree)	
Alcohol Violation		Assault / Battery (3rd degree)	3
Animal Calls	40	Bank Fraud	10
Armed Subject		Bicycle Violations	
Assault	6	Blackmail / Extortion	
Assisting other Agencies	19	Breach of Trust	1
Bomb Threat		Breaking & Entering Motor Vehicle	11
Booking (non-SBPD)		Burglary 1st Degree / attempt	2
Breach of Trust	2	Burglary 2nd Degree / attempt	
Burglary Attempt	1	Burglary 3rd Degree / attempt	
Burglary Business/Building	2	Careless Operation	3
Burglary Residence	2	Child Neglect	
Burglary Vehicle	12	Child Restraint Violation	
Check Forgery	1	Criminal Domestic Violence	6
Child Abuse	1	Criminal Domestic Violence High & Agg.	
City Ordinance Violation	2	Criminal Sexual Conduct	
Civil Matter	7	Defrauding Cab	
Credit Card Abuse	3	Disorderly Conduct	18
Criminal Sexual Conduct		Driver's License Violations / Restrictions	2
Death Investigation	2	Driving Under Suspension	17
Debit Card Abuse	1	Driving Under the Influence	6
Decoy Car / Operation	1	Driving Wrong Side of Highway	
Defraud Check	1	Equipment Violation	
Defraud Food/Gas Bill	1	Failure to Stop for Blue Lights	
Defraud Innkeeper	1	Failure to Surrender DL	
Defraud Wrecker		Failure to Yield Right of Way	2
Disabled Vehicle/Motorist	3	False Information to Law Enforcement	
Disorderly Subjects	19	Following Too Closely	
Disturbances	22	Forgery	4
Domestic Dispute	15	Fugitive from Justice	
Embezzlement		Golf Cart Violation	1
Escorts	6	Grand Larceny	5
Fight	4	Handicap Violation	
Fireworks	76	Helmet Law Violation	
Foot Patrol	13	Hitchhiking	
Found Property / Article	15	Improper Lights	1
Harassment Calls	7	Improper Turn	
Hit and Run Accidents	5	Kidnapping	
Identity Theft	1	Leaving Scene of Accident	2
Improper Parking	10	Liquor with Broken Seal	1
Incorrigible Juvenile		Littering	
Indecent Exposure	1		
Information	51	Loud Noise	
Intoxicated Driver	6	Malicious Damage to Property	7
Intoxicated Pedestrian	7	Minor Possession Alcohol	
Kidnapping		Minor Possession Cigarettes	



**Surfside Beach Police Department - Patrol Division**



**Monthly Activity Report - AUGUST 2012**

Calls for Service / Field Activities		Charges and Arrests	
Littering		MOPED Violations	2
Lost/Found Property	3	Moving Violation (other)	12
Mail Tampering		No DL in Possession	1
Malicious Damage to Auto	11	No Motorcycle DL	1
Malicious Damage to Business	6	No Proof of Insurance	11
Malicious Damage to Property	2	No SC Driver's License	9
Medical Calls/Assisting Fire Dept	11	Noise violation (animal)	
Mentally Ill Subject	2	Open Container	5
Message Delivery		Operating Uninsured Vehicle	5
Misc Beach Problems	9	Petit Larceny	5
Open Door Business		Possession Cocaine / Crack / Ice	1
Open Door Residence	1	Possession Controlled Substance	4
Open Door Town Property		Possession Criminal Tools or Implements	
Open Door Vehicle		Possession Heroin	
Other	87	Possession of Weapon during Crime	
Premises Check	13	Possession Stolen Goods < \$2000	9
Prowler	3	Possession Stolen Goods > \$2000	
Public Assist	26	Possession Stolen Vehicle	
Radar/Traffic Control		Possession with Intent to Dist Marijuana	
Repossessions/Towed Vehicles	3	Possession with Intent to Dist Other	
Sanitation Problem		Prostitution	
Sex Crimes/Vice		Reckless Driving	5
Shoplifting	5	Registration Violations	13
Smoking Ordinance Violation		Resisting Arrest	3
Stolen Property	29		
Stolen Tag	1	Seatbelt Violation	7
Stolen Vehicle	5	Shoplifting	
Stolen Vehicle (recovered)	1	Simple Possession Marijuana	6
Street Department Problem	3	Smoking Ord Violation	
Strong Armed Robbery		Speeding (17 corridor)	4
Suicide Attempt	1	Speeding (residential)	5
Suspicious Circumstances	26	Stop Sign Violation	3
Suspicious Person(s)/Vehicle(s)	116	Striking Fixtures on Highway	
Towed Vehicle	1	Strongarm Robbery	
Traffic Complaints/Hazards	16	Supply Alcohol to Minor	
Traffic Stops	316	Trespassing	1
Transport for Bond Hearing	35	Unlawful Carrying of Weapon	
Trespassing	8	Unlawful Use of Telephone	
Unknown Call Type		Vehicle on Beach	
Utility Problem		Wipers/No Lights	
Vandalism			
Vehicle Accidents		<b>TOTAL</b>	<b>215</b>
Warrant Service	17		
Water/Street/Utility Problems		<b>USE OF DETENTION FACILITY</b>	
Welfare Concern	2	Horry County Police Department	81
		SC Highway Patrol / other agency	22
		Surfside Beach Police Department	70
<b>TOTAL</b>	<b>1216</b>	<b>TOTAL</b>	<b>173</b>

SBPD Prisoners Trans. to County Jail 44



Surfside Beach Police Department - Patrol Division



Monthly Activity Report - AUGUST 2011

Calls for Service / Field Activities		Charges and Arrests	
911 Hang-Ups	4	Accessory to Felony	
Abandoned Property		Allow Unauthorized Operation of Motor Veh	1
Abandoned Vehicle		Animal at Large	2
Accident (injuries)		Armed Robbery	
Accident property damage only)		Assault / Battery (1st degree)	
Alarm Calls	50	Assault / Battery (2nd degree)	
Alcohol Violation		Assault / Battery (3rd degree)	2
Animal Calls	18	Bank Fraud	
Armed Subject	1	Bicycle Violations	
Assault	9	Blackmail / Extortion	
Assisting other Agencies	15	Breach of Trust	1
Bomb Threat		Breaking & Entering Motor Vehicle	6
Booking (non-SBPD)		Burglary 1st Degree / attempt	3
Breach of Trust		Burglary 2nd Degree / attempt	
Burglary Attempt	1	Burglary 3rd Degree / attempt	
Burglary Business/Building	3	Careless Operation	1
Burglary Residence	2	Child Neglect	
Burglary Vehicle	22	Child Restraint Violation	
Check Forgery		Criminal Domestic Violence	3
Child Abuse		Criminal Domestic Violence High & Agg.	1
City Ordinance Violation	6	Criminal Sexual Conduct	
Civil Matter	15	Defrauding Cab	
Credit Card Abuse		Disorderly Conduct	26
Criminal Sexual Conduct		Driver's License Violations / Restrictions	2
Death Investigation	1	Driving Under Suspension	27
Debit Card Abuse	1	Driving Under the Influence	8
Decoy Car / Operation		Driving Wrong Side of Highway	1
Defraud Check		Equipment Violation	1
Defraud Food/Gas Bill	1	Failure to Stop for Blue Lights	
Defraud Innkeeper	1	Failure to Surrender DL	2
Defraud Wrecker		Failure to Yield Right of Way	1
Disabled Vehicle/Motorist		False Information to Law Enforcement	4
Disorderly Subjects	12	Following Too Closely	
Disturbances	15	Forgery	
Domestic Dispute	29	Fugitive from Justice	1
Embezzlement	1	Golf Cart Violation	
Escorts	3	Grand Larceny	
Fight	3	Handicap Violation	1
Fireworks	29	Helmet Law Violation	4
Foot Patrol	11	Hitchhiking	
Found Property / Article		Improper Lights	5
Harassment Calls	7	Improper Turn	1
Hit and Run Accidents	8	Kidnapping	
Identity Theft		Leaving Scene of Accident	2
Improper Parking	11	Liquor with Broken Seal	4
Incorrigible Juvenile	2	Littering	1
Indecent Exposure	2		
Information	19	Loud Noise	
Intoxicated Driver	5	Malicious Damage to Property	
Intoxicated Pedestrian	10	Minor Possession Alcohol	3
Kidnapping	1	Minor Possession Cigarettes	3



**Surfside Beach Police Department - Patrol Division**



**Monthly Activity Report - AUGUST 2011**

Calls for Service / Field Activities		Charges and Arrests	
Littering		MOPED Violations	6
Lost/Found Property	12	Moving Violation (other)	18
Mail Tampering		No DL in Possession	1
Malicious Damage to Auto	1	No Motorcycle DL	
Malicious Damage to Business	1	No Proof of Insurance	6
Malicious Damage to Property	4	No SC Driver's License	10
Medical Calls/Assisting Fire Dept	6	Noise violation (animal)	
Mentally Ill Subject	5	Open Container	6
Message Delivery		Operating Uninsured Vehicle	6
Misc Beach Problems		Petit Larceny	
Open Door Business	1	Possession Cocaine / Crack / Ice	3
Open Door Residence	1	Possession Controlled Substance	2
Open Door Town Property		Possession Criminal Tools or Implements	
Open Door Vehicle		Possession Heroin	
Other	72	Possession of Weapon during Crime	
Premises Check	12	Possession Stolen Goods < \$2000	3
Prowler	1	Possession Stolen Goods > \$2000	
Public Assist	21	Possession Stolen Vehicle	
Radar/Traffic Control	10	Possession with Intent to Dist Marijuana	
Repossessions/Towed Vehicles	2	Possession with Intent to Dist Other	2
Sanitation Problem		Prostitution	
Sex Crimes/Vice		Reckless Driving	2
Shoplifting	1	Registration Violations	21
Smoking Ordinance Violation	1	Resisting Arrest	5
Stolen Property	31		
Stolen Tag	2	Seatbelt Violation	12
Stolen Vehicle	1	Shoplifting	2
Stolen Vehicle (recovered)		Simple Possession Marijuana	8
Street Department Problem	3	Smoking Violation	
Strong Armed Robbery		Speeding (17 corridor)	13
Suicide Attempt	3	Speeding (residential)	10
Suspicious Circumstances	26	Stop Sign Violation	10
Suspicious Person(s)/Vehicle(s)	117	Striking Fixtures on Highway	
Towed Vehicle		Strongarm Robbery	
Traffic Complaints/Hazards	23	Supply Alcohol to Minor	
Traffic Stops	370	Trespassing	
Transport for Bond Hearing	23	Unlawful Carrying of Weapon	
Trespassing	8	Unlawful Use of Telephone	
Unknown Call Type		Vehicle on Beach	
Utility Problem		Wipers / No Lights	
Vandalism		Check Forgery	
Vehicle Accidents	35	<b>TOTAL</b>	<b>263</b>
Warrant Service	22		
Water/Street/Utility Problems		<b>USE OF DETENTION FACILITY</b>	
Welfare Concern	4	Horry County Police Department	65
		SC Highway Patrol / other agency	3
		Surfside Beach Police Department	95
<b>TOTAL</b>	<b>1137</b>	<b>TOTAL</b>	<b>163</b>

SBPD Prisoners Trans. to County Jail 50



Surfside Beach Police Department - General Criminal Investigations



Monthly Activity Report - August 2012

CASE #	TITLE	OPENED	STATUS	Warrants
12006470	Lewd act on a minor	06/26/12	Active	
11010101	Burglary	11/14/11	Active	
11010101	Burglary	10/30/11	Active	
<b>12006778</b>	<b>Unlawful Communication</b>	<b>07/02/12</b>	<b>Civil</b>	
12007005	Burglary	07/06/12	Active	
12007279	Larceny	7/13/2012	Closed	
<b>12007294</b>	<b>B/E Auto</b>	<b>7/13/2012</b>	<b>Arrest</b>	<b>3</b>
12007307	Burglary 1st Degree	07/13/12	Active	
12007397	Burglary	07/15/12	Active	
12007398	Burglary	07/15/12	Closed	
12007423	Malicious damage to property	7/16/2012	Closed	
12007479	Dessiminating Material Minor	07/16/12	Active	
<b>12007516</b>	<b>B/E Auto</b>	<b>7/18/2012</b>	<b>Arrest</b>	<b>3</b>
12007546	Burglary	07/18/12	Active	
12007695	Burglary	07/22/12	Closed	
12007700	B/E Auto	07/22/12	Closed	
<b>12007706</b>	<b>B/E Auto</b>	<b>07/22/12</b>	<b>Arrest</b>	<b>3</b>
12007733	Larceny	7/23/2012	Active	
12007775	Larceny	7/24/2012	Closed	
12007794	Larceny	7/25/2012	Closed	
12007807	Burglary 2nd	07/25/12	Closed	
<b>12007844</b>	<b>B/E Auto</b>	<b>07/26/12</b>	<b>Arrest</b>	<b>3</b>
12007848	B/E Auto	7/26/2012	Closed	
<b>12008033</b>	<b>Larceny</b>	<b>08/02/12</b>	<b>Arrest</b>	<b>2</b>
12008138	B/E Auto	08/02/12	Active	
<b>12008169</b>	<b>B/E Auto</b>	<b>08/03/12</b>	<b>Arrest</b>	<b>3</b>
<b>12008175</b>	<b>B/E Auto</b>	<b>8/3/2012</b>	<b>Arrest</b>	<b>2</b>
<b>12008177</b>	<b>B/E Auto</b>	<b>8/3/2012</b>	<b>Arrest</b>	<b>2</b>
<b>12008178</b>	<b>B/E Auto</b>	<b>8/1/2012</b>	<b>Arrest</b>	<b>2</b>
12008184	B/E Auto	08/03/12	Active	
12008261	B/E Auto	08/04/12	Closed	
<b>12008272</b>	<b>Larceny</b>	<b>08/05/12</b>	<b>Arrest</b>	<b>1</b>
<b>12008307</b>	<b>B/E Auto</b>	<b>8/6/2012</b>	<b>Arrest</b>	<b>3</b>
<b>12008313</b>	<b>Stolen Handgun</b>	<b>8/6/2012</b>	<b>Arrest</b>	<b>2</b>
<b>12008325</b>	<b>Death Investigation</b>	<b>8/7/2012</b>	<b>Closed</b>	
<b>12008401</b>	<b>Larceny</b>	<b>8/9/2012</b>	<b>Arrest</b>	<b>1</b>
12008549	Larceny	08/12/12	Active	
12008653	B/E Auto	08/15/12	Closed	
12008698	Burglary Business	08/16/12	Active	
<b>12008699</b>	<b>B/E Auto</b>	<b>08/01/12</b>	<b>Arrest</b>	<b>1</b>
12008775	Vandalism	8/18/2012	Active	
12008776	Vandalism	8/18/2012	Active	
12008777	Vandalism	8/18/2012	Active	
12008778	vandalism	8/18/2012	Active	
12008783	B/E Auto	08/18/12	Closed	
12008786	Vandalism	8/18/2012	Active	
12008792	Vandalism	8/18/2012	Active	



**Surfside Beach Police Department - General Criminal Investigations**



**Monthly Activity Report - August 2012**

<b>CASE #</b>	<b>TITLE</b>	<b>OPENED</b>	<b>STATUS</b>	<b>Warrants</b>
12008793	Vandalism	8/18/2012	Active	
12008801	FTC- Theft	08/17/12	Active	
12008905	Vandalism	8/18/2012	Active	
12009107	Burglary	08/25/12	Active	
12009131	Stolen Vehicle	08/25/12	Active	
12009256	FTC- Theft/ Fraud	8/29/2012	Active	
<b>TOTAL:</b>				<b>31</b>





Surfside Beach Police Department - Beach Services



Monthly Activity Report -AUG 2012

Calls for Service / Field Activities	Warnings	Summons	Arrest
Alcohol displayed	11		
Customer service questions	69		
Dogs on beach (illegal)	6		
Dogs on leash (required)			
First aid assists	5		
Glass on beach	25		
Lifeguard assists	4		
Lost items	9		
Missing persons	3		
No fishing license			
Other service / enforcement calls	9	3	1
Smoking on beach	107		
Surfing zone violation	4		
Swimming beyond guidelines	5		
Tents tagged	5		
Wheelchair assists	8		
<b>TOTAL</b>	<b>270</b>	<b>3</b>	<b>1</b>



## **SURFSIDE BEACH POLICE DEPARTMENT**

811 Pine Drive  
Surfside Beach, SC 29575

# **MEDIA INFORMATION RELEASE**

**To:** Media Outlets (FOR IMMEDIATE RELEASE)

**FROM:** Mike Frederick, Chief of Police

**DATE:** 15 AUG 2012

**RE:** SBPD Arrests Car Breaking & Entering Suspect; Socastee Man Faces 23 Charges

.....

Officers and investigators from the Surfside Beach Police Department arrested a Socastee man after a three-week long investigation centered on a rash of vehicle break-ins near beach accesses and amusement attractions.

SBPD arrested and charged Clifford R. DOTSON with one count each of Vehicle Breaking & Entering and Larceny after an Horry County Police Department officer located him passed out in a vehicle Friday afternoon. SBPD investigators had previously obtained the warrants on DOTSON after posting undercover officers in the affected areas and searching for the stolen merchandise in area pawn shops and flea markets, but had been unable to locate him.

After DOTSON's arrest SBPD investigators were able to locate additional witnesses and evidence, and obtained a search warrant for a Socastee residence on Holmestown Road near Hwy 707 where DOTSON had stayed in the past. Late Friday evening, investigators executed the search warrant and seized stolen items worth thousands of dollars, including digital cameras, smartphones, and electronic equipment. Over the last few days, investigators linked the stolen merchandise to multiple Surfside Beach vehicle break-ins, and have coordinated with the Horry County and Myrtle Beach Police Departments to assist those agencies with similar cases. Those agencies will likely charge DOTSON with crimes committed in their jurisdictions as well.

Yesterday, investigators re-arrested DOTSON and charged him with an additional 21 counts, as follows:

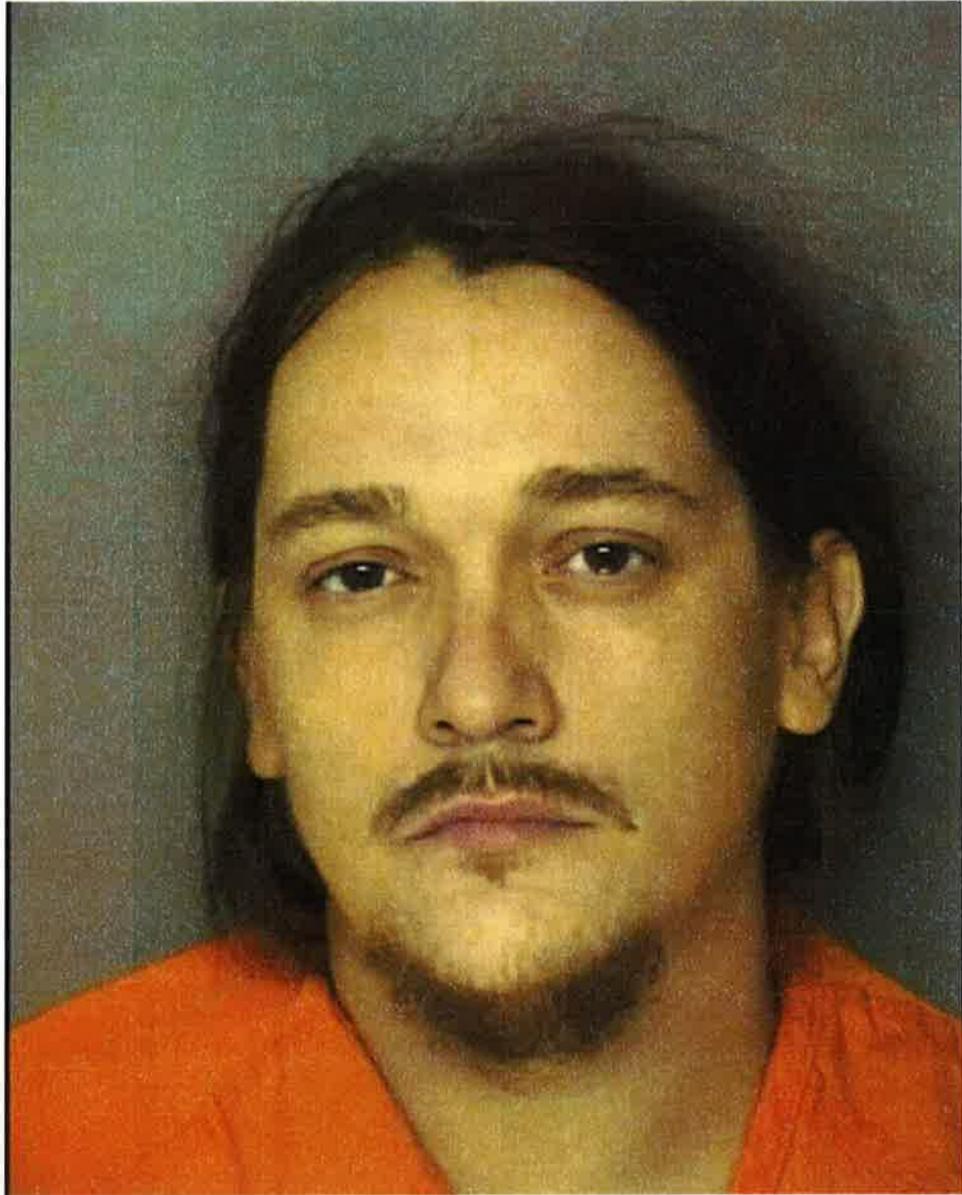
- Breaking & Entering Motor Vehicle (9 counts)
- Grand Larceny (3 counts)
- Financial Transaction Card Fraud (9 counts)

DOTSON appeared in Surfside Beach Municipal Court yesterday for a bond hearing, and was remanded to the county jail on a \$231,000 bond on the 23 charges.

###

**Attachment:** Clifford R. Dotson.jpg (booking photo)

**SBPD Point of Contact:** CPT Arron Miller [amiller@surfsidebeach.org](mailto:amiller@surfsidebeach.org) 843.913.6345





## **SURFSIDE BEACH POLICE DEPARTMENT**

# **Animal Nuisance / Public Safety Advisory**

**31 August 2012**

Dear Surfside Beach resident;

Please read the following information regarding a nuisance / varmint animal issue which the Surfside Beach Police Department has been directed to address. As you may know, we believe that a small group of wild coyotes lives in the general area of your home. Please note that coyotes are generally non-threatening to humans and most pets, but that they can generate complaints from the public due to their predation of other wildlife and feral cats.

The Town of Surfside Beach contacted the SC Department of Natural Resources (SC DNR) this week to obtain assistance and determine what legal mitigation strategies exist which may be used to move or eliminate the group of coyotes from your neighborhood, and we have already taken action to arrange for commercial wildlife removal assistance should DNR determine that such action is advisable and legal. In the interim we would like to provide you with a few facts regarding coyotes, along with some advisory information. By complying with our requests outlined here, you will be of great assistance to us as we attempt to help you in this matter.

Coyotes are opportunistic predators and feed on a wide variety of food. A coyote's favorite food items are small mammals, such as rabbits, mice, and rats. Coyotes will also eat birds, frogs, berries, insects, and occasionally carrion, especially road-killed animals. Their tracks are narrower and more elongated than dog tracks, and it is very difficult to distinguish coyote tracks from dog tracks because dog tracks vary so much in size. Generally, it is the spacing and pattern of the individual prints that distinguishes a coyote track from a dog track. Coyotes are referred to as "perfect steppers." This means that their front and rear paws land in the same spot when the coyote is traveling in stride.



Above: Wild coyote at roadside (photo taken in Arizona). Below: Coyote tracks (actual spacing approximately 2 feet).

### **SBPD Coyote Recommendations**

- **Low cut all grass and yard growth where possible**
- **Don't put any food sources outside (including pet food, bird seed, etc.)**
- **Don't bait the animals, especially using raw meat**
- **Don't enter woods or go near den; this may cause the animals to seek another home near a residence**
- **Keep small pets inside unless supervised or on a leash or in a high fence**
- **Keep outside lights on at night (also an excellent crime deterrent)**
- **Don't put out poisons; this may lead to unintentional harm to domestic pets**
- **Don't approach them in any way**

Coyotes are rarely dangerous to people. The key to managing interactions is remembering that they are naturally afraid of humans. The most effective way to prevent a negative encounter with a coyote is to reinforce its natural fear through your behavior. Never approach a coyote, let your dog approach it, or feed it. If a coyote approaches you or moves into your yard, scare it away by shouting at it and waving your arms over your head (if it is situated between you and a safer location). These actions will reinforce the coyote's natural fear of people and teach it that your yard is not available territory. If a coyote becomes aggressive, will not be scared away by you, or approaches you aggressively, these are signs that it has lost its fear of people. This is often a result of someone feeding the animal, and may result in the need to trap and kill the coyote.

Coyotes present only an occasional threat to certain small pets. Coyotes can't tell the difference between their natural prey and pets, and have been known to occasionally prey on cats. They will only attack another dog if they perceive it to be a threat to their territory, mate, or young. Coyotes view dogs as competition, not as prey. •



# **SURFSIDE BEACH**

## **FIRE**

Council Report for September 10, 2012

# Surfside Beach Fire Department Report

## August 2012

The following is a report of the activities of the fire department for the month of August 2012.

### Fire {3}

Mutual Aid:	2
Dumpster/Outside Receptacle:	1

### Rescue/Emergency Medical {46}

Rescue, EMS Incident, other:	14
Medical Assist EMS Crew:	24
Emergency Medical Service, other:	3
Motor Vehicle Accident/No Injuries:	1
Motor Vehicle Accident/with Injuries:	2
Swimmer in Distress:	2

### Hazardous Conditions/No Fire {1}

Power Line Down:	1
------------------	---

### Service Calls {5}

Assist Police/Governmental Agency:	1
Police Matter:	1
Assist Invalid:	3

### Good Intent Calls {4}

Dispatched & Cancelled En-Route:	4
----------------------------------	---

### False Alarm & False Call {7}

False Alarm or False Call, other:	4
System Malfunction, other:	1
Heat Detector Activation Due to Malfunction:	1

Alarm System Activation, No Fire:	1
<b>Total Calls Month of August 2012:</b>	<b>66</b>
<b>August 2011:</b>	<b>62</b>
<b>August 2010:</b>	<b>73</b>
<b>August 2009:</b>	<b>75</b>

There was no dollar loss for this reporting period.

Surfside Beach Fire personnel dedicated an average of 45 hours during the month of August responding to calls, training and public education events for a total of 1728 hours.

Fire Personnel had contact with approximately 550 people during incidents, training, public education and station tours.

## **Training Report**

During the month of August the following training classes were conducted at the Surfside Beach Fire Station as well as locations within the town limits:

- High Rise Pack deployment
- Pre-connect hose deployment
- Ground Ladder Placement
- Fire Fighter Retention
- Medical Bag Usage

Pre-plan class was held to familiarize personnel with commercial buildings within town limits as well as hydrant locations and stand pipe hook-up locations on sprinkled buildings.

During the Medical Bag usage class personnel were advised of medical proto calls as a refresher as well as a familiarization of all medical equipment carried on SBFD apparatus.

The career staff is conducting daily training and familiarization classes on the apparatus, equipment, hydrants, pre-plans and street responses every shift to increase knowledge and experience. Volunteer staff has also been putting extra time in conducting driver familiarization and equipment familiarization.

## **Inspections Report**

Completed Inspections:	29
Pending Inspections:	6
Pre-Fire Plans:	5
Public Education Events:	5
Plans review:	2

**Upcoming Public Education Events for the Month of September:**

- **Public and Private School Tours**
- **Complete plans for Family Festival in October**
- **Complete plans for Fire Prevention Month Activities in October**

# COMMUNICATONS

## Administrator's Report 9/10/12

A few reminders ...



1. Tomorrow at 8 AM we will have a brief September 11<sup>th</sup> Memorial Day Service. It will be at the flagpole on the west side of the fire station and the public is invited.
2. The food drive ends this Friday, September 14<sup>th</sup> so please remember to bring your nonperishable items in before that date. Drop-off bins are at located in Town Hall, the Fire Station and at Public Works.
3. The **Annual Health Fair** has been scheduled for October 19th at the Civic Center from 7 AM until 10 AM. It is open to all employees and town residents. Town residents must call to preregister for an appointment with Debbie Ellis at 843-650-9548. A list of available tests and pricing is on the website and on the calendar for the convenience of the residents.

A few additional updates ...

1. Staff has engaged the Snake Chaser to trap and remove the coyotes. We have received permission to place traps on some of the overgrown lots and have put out an informational flyer to all residents in the immediate area. Traps are now in place and baited. Just a reminder to the public that it is imperative that everyone stay away from this area until such time as the trapping is complete.
2. Our attorney is currently reviewing the proposed bylaws for the Youth Association of Surfside Beach. As we transition athletics during the fall league to this organization, there will be some startup expenditures and organizational costs. I would like direction from council regarding the town's participation in expenditure's during this process. Currently there is a need for \$250 to open a 501 c (3) designated checking account, an unknown amount to pay an attorney for the incorporation, an unknown amount for liability insurance and also the cost for concession items each week.
  - a. I can either bring items back to council as they occur, or
  - b. Council can direct me to bring back anything over a certain cumulative figure (e.g., \$5K), or
  - ✓ c. Council can direct me to assume, on behalf of the town, all startup costs until the turnover on January 1<sup>st</sup> in accordance to our adopted budget.

I just need to know how council wants it to be handled.

# Golf Cart Scavenger Hunt

Saturday, September 22, 2012 1:00 PM-3:00 PM Surfside Beach, SC

Starting Venue: Fat Boys Golf Carts  
780 Highway 17 S Suite B Surfside Beach

Registration \$25 Refreshments, Trophies and Door Prizes

To Benefit: New Beginnings Feeding Ministry at  
The Church of the Resurrection

For more information contact  
Lyle Werner at 843-957-8568 or [lyle@lylewerner.com](mailto:lyle@lylewerner.com)  
or visit [www.resurrectionsurfside.org](http://www.resurrectionsurfside.org)

A special thank you to our partner  
Fat Boys Golf Carts.

Discounted golf cart rentals available 843-696-0800



Join us for an afternoon of fun and relaxation as you explore the town of Surfside Beach on your Golf Cart. With your team, follow clues, scavenge for items, solve riddles and discover new parts of Surfside Beach all to raise money for New Beginnings Feeding Ministry.

Trailing available:  
Call Lyle 843-957-8568



## What is New Beginnings?

New Beginnings is a local non-profit ministry designed to assist those from our community who are in need. This monthly mass food distribution also assist clients in finding additional resources that are available to them such as continuing education opportunities and health related assistance. New Beginnings' goal is to encourage self-worth through responsible and independent living offering our brothers and sisters a chance at a New Beginning.



## Debra Herrmann

---

**From:** Debra Herrmann [dherrmann@surfsidebeach.org]  
**Sent:** Tuesday, September 04, 2012 10:58 AM  
**To:** The Hon. Ann Dodge ; The Hon. Beth Kohlmann; The Hon. Doug Samples; The Hon. Mark Johnson; The Hon. Mary Beth Mabry; The Hon. Randle M. Stevens; The Hon. Rod Smith  
**Subject:** 09/10/2012 Busines Item 7.B. Golf Cart Scavenger Hunt fund raiser

The information is attached for the Church of the Resurrection New Beginnings Golf Cart Scavenger Hunt. The event was allowed by council last year.

The event for this year is scheduled September 22<sup>nd</sup>, which is why it was placed under business. New Beginnings has a day each month during which they give away food, provide haircuts, offer financial advice, etc. to anyone that attends free of charge. I believe Lyle said they average giving away about \$5,000 worth of food every month that costs them about \$650. It's been a while since we talked about it. Lyle will be at the meeting to make a presentation.

About 90-percent of the participants are town residents.

Please advise as to whether this may remain in business so council may consider allowing the event.



2743\_001.pdf

Thank you,

Debra

Debra Herrmann, CMC, Town Clerk  
[dherrmann@surfsidebeach.org](mailto:dherrmann@surfsidebeach.org) - 843.913.6333

[Click Here to Subscribe to Public Notices & Agendas](#)

[Click to LIKE: Facebook.com/SurfsideBeachTownClerk](#)

This e-mail transmission, in its entirety and including all attachments, is intended solely for the use of the person or entity to whom it is addressed and may contain sensitive information which is privileged, confidential, and the disclosure of which is governed by applicable law. If you are not the intended recipient, you are hereby notified that disclosing, distributing, copying, or taking any action in relation to this e-mail is STRICTLY PROHIBITED. If you have received this e-mail in error, please notify the sender immediately and destroy the related message and any attachments. WARNING: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA), §30-410 SC Code of Laws.

## Debra Herrmann

---

**From:** Lyle Werner [lyle@lylewerner.com]  
**Sent:** Friday, August 24, 2012 10:14 AM  
**To:** Debra Herrmann  
**Subject:** 2nd annual Golf Cart Scavenger hunt  
**Attachments:** lyle werner.vcf; 100\_3633.JPG; 100\_3652.JPG

Hi Debra,

Well it's time for the 2nd annual Golf Cart Scavenger Hunt in Surfside Beach.

do you think it would be a good idea to come before council ahead of time and thank them again, let them know what we are doing?

We have a great number of fabulous slides available from last year. You could even run a fat PowerPoint in the background to show what we did. Pictures are always worth a thousand words. Also we love to have the new mayor to give out the first place award. Do you think Mayor Samples would be interested in that? And how could we arrange this.?

Golf Cart Scavenger Hunt

Sat. Sept 22 , 2012

1 to 3 PM in Surfside Beach SC.

Join in for an afternoon of fun and relaxation as you explore the town of Surfside Beach on your golf cart (don't have one, no problem you can rent one, at a discounted rate from our partner, Fat Boy Golf Carts). With your team, follow clues, scavenger for items, solve riddles and discover new parts of Surfside Beach. You'll have fun while raising funds for New Beginnings Monthly Food Distribution, a food ministry for the needy. \$25.00 entry fee per cart. Trophy and prizes awarded. Contact Lyle Werner\* for details. 843-957-8568

Lyle Werner  
cell 703/431-4694  
home 843/957-8568

Be the kind of woman that when your feet hit the ground in the morning, the devil says "Oh Crap, She's Up!".

## Debra Herrmann

---

**From:** Lyle Werner [lyle@lylewerner.com]  
**Sent:** Sunday, August 19, 2012 9:50 AM  
**To:** Debra Herrmann  
**Subject:** Fw: New Beginnings

Hi Debra, I thought perhaps you might be interested in seeing what our food distribution project, New Beginnings was about this past Saturday. This is what we do the golf Cart Scavenger Hunt fund raiser for.

Lyle Werner  
cell 703/431-4694  
home 843/957-8568

Be the kind of woman that when your feet hit the ground in the morning, the devil says "Oh Crap, She's Up!".

**Subject:** New Beginnings

This letter will be a bit different--but as always--please share this with as many people as you can.

I do have a few stories to share: we had a mom bring in her young children and their friends--they asked if we had some blank paper as they wanted to make a get well card with "happy pictures " for their Great Aunt Margie--who underwent her second brain surgery today to remove more tumors---she is scheduled to have heart surgery within weeks ! We had one lady who was dealing with the loss of her son to an unexpected heart attack--he was 42 years old.I had numerous families speak to me about financial aid as they are out of unemployment cks--power is or about to be cut off.Many worried as their summer jobs about to end.But without doubt the biggest question was about school supplies and the like--Kory's display at the altar was our most asked question--and thanks to him he told me about the web site for "help 4 kids" where i got the contact number, made copies and started to hand that out !

We also have exciting news as I was contacted by The Low Country Food Bank--they are working with United Way to find a program to highlight for their " Day of Caring" sponsored by the United way . They have asked us to be the focus of this years spotlight--The Church of The Resurrection will be hosting this event. On Sept 14th from 11am to 2 pm we will be hosting ,and running another mass food distribution, United way will provide all the food, they will be contacting all of the media outlets to cover this day.The New Beginnings committee will be working out the details with them for this event and we will pass those on to all involved.We can all take a lot of pride in being chosen for this event--I was told it was their way of showing appreciation for how well we have done our mission,and what an impact we have had in our community.

Yes , we will still have our regular New Beginning distribution on the next day ,Sat--Sept 15th.

Please remember our 2nd annual Golf Cart Scavenger hunt will also be taking place in Sept--we will be needing door prizes--if any one has friends in the restaurant or entertainment business--we could use dinner certificates, golf packages and such for winners and door prizes--please ask those you know to see if they could help--please email me back and I will even contact the people if you wish--but we need your help--I will also need some volunteers to help that day.

I thank and congratulate all who have been a part of the New Beginnings family---I am so proud and blessed to be a part pf such a wonderful family-----but as always---All The Glory Be Given to God !!!!

Larry



## Issue Paper for Council Consideration

Meeting Date: September 10, 2012

Prepared by: Sharon Leahey

Agenda Item: 7A

Date: September 5, 2012

Subject: To Amend §4-20.2 Classification and Rates, One-Time Project by Out of Town Contractors

### **Background:**

As a result of the Business License Ordinance change in 2009, certain contractors have been required to obtain a new business license for each of their projects. The contractors feel this is onerous to conducting business in town. This would allow the Town to be more business friendly to contractors.

For 2011/2012 license year there were 111 contractors out of a total 531 who were required to pull one time licenses to conform to the 2009 Ordinance change. Of the 111, ninety-three (93) contractors were really only **one** time and were not affected.

Eighteen (18) contractors were affected and in fact paid the Town \$2,761 in additional fees for their multiple projects.

By implementing language changes and adding that *only one base fee shall be paid in a license year*, all contractors would be treated equally. Subsequent projects would require an *update* only.

### **Recommendation:**

It is staff's recommendation that this ordinance change be approved.

Analysis has shown that impact on future budgets is estimated to be less than \$2,800 or a decrease in contractor revenue of 2.5%

## ISSUE PAPER FOR COUNCIL CONSIDERATION

Meeting Date: March 24, 2009

Prepared by: Kim Hursey

Agenda Item: 7A

Date: March 17, 2009

Subject: To amend Chapter 4 concerning Business Licenses

### **Background:**

The Town's business license ordinance is amended as needed and usually in accordance with changes in the model ordinance as recommended by the Municipal Association of South Carolina. The last changes made to the Town's code were in 2004 but rates have not changed since adopted in 1994, nor have any changes been made to rates at this time. The changes presented will clarify definitions, eliminate ambiguity and duplication, and strengthen enforcement.

The primary changes to the Town's ordinance on business licensing are summarized as follows:

- Definitions added or amended: Board of Fee Appeals, Business, License Official, and Place of Business.
- License Fee: amended to clarify that a separate license is required for each place of business and each classification of business conducted from the same location.
- Inserted the rate class indexes previously omitted and correctly identified the U.S. Office of Management and Budget Standard Industrial Classification Manuals and Codes ("SIC Codes") as the Town's source for rate classification. Removed all reference to the NAICS codes.
- Added a penalty for failure to obtain a license and strengthened collection and enforcement procedures.
- Added a Board of Fee Appeals whose duties are to hear and determine appeals from the license official but cannot alter, amend or suspend the rates imposed by the Town.
- Clarified the procedure for out of town contractors and established a one-time license for out of town contractors.
- Eliminated all duplicated language in the code, eliminated specific lists of trades requiring or not requiring state licensing and replaced with applicable state and town code references.
- Special Events: amended to clarify license requirements for officially recognized Town events.

### **Recommendation:**

The following departments and staff have reviewed and recommend approval as presented to the business license ordinance; Finance department; Business License staff, Planning, Building, and Zoning department in addition the Town's attorney reviewed and drafted the ordinance as presented.

### **Action:**

Approve first reading of Ordinance # 09-0662 as presented.

Submitted by

Reviewed by

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Town Attorney

STATE OF SOUTH CAROLINA )  
 ) AN ORDINANCE OF THE TOWN OF SURFSIDE BEACH  
 COUNTY OF Horry )  
 ) TO AMEND §4-20.2 CLASSIFICATION AND RATES  
 )  
 TOWN OF SURFSIDE BEACH )

**WHEREAS**, the Mayor and Town Council of the Town of Surfside Beach, in council duly assembled desire to amend the fees for contractors who perform work in the town on a per job basis during the business license year; and

**WHEREAS**, Town Council wishes to present a more business friendly contractor fee schedule,

**NOW, THEREFORE**, Section 4-20.2 *Classification and Rates* is hereby amended to read as follows:

SIC 15, 16, and 17 Contractors, construction, all types

		Income	Fee	Per \$1,000.00 or Fraction Thereof
A.	Having permanent place of business within the town	First \$2,000.00	\$60.00	Plus \$1.30 each additional \$1,000.00 from work in or out of town
B.	Having permanent place of business within Horry County	First 2,000.00	90.00	Plus \$1.95 each additional \$1,000.00 from work within the town
C.	Having no permanent place of business within the town or Horry County	First 2,000.00	120.00	Plus \$2.60 each additional \$1,000.00 (nonresident double rates do not apply)

- A trailer or other temporary structure at the construction site, is not a permanent place of business under this article.
- The total fee for the full amount of a one-time project or contract of an out of town contractor shall be paid prior to commencement of ~~work and~~ **work and** *(correction to delete hypen)* shall entitle the contractor to complete the job within the license period. The cost to extend the license issued for the ~~project or~~ **project or** contract shall require the applicant to pay the base fee in compliance with the schedule noted in [subsections] "B. and C. above". ~~Under no circumstances shall a contractor be allowed to begin another project or contract under the business license issued or extended.~~ All new **additional** projects require a new **an updated** business license. **Only one base fee shall be paid in a license year.**
- No contractor shall be issued a business license until all state and town license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.



- Zoning permits must be obtained when required by the town's zoning ordinances.
- Each primary (prime) contractor shall file with the building department a list of subcontractors furnishing labor or materials for each project.

**BE IT ORDERED AND ORDAINED** by the Mayor and Council of the Town of Surfside Beach, South Carolina, in assembly and by the authority thereof this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Douglas F. Samples, Mayor

\_\_\_\_\_  
Mary Beth Mabry, Mayor Pro Tempore

\_\_\_\_\_  
Ann Dodge, Town Council

\_\_\_\_\_  
Mark L. Johnson, Town Council

\_\_\_\_\_  
Elizabeth A. Kohlmann, Town Council

\_\_\_\_\_  
Roderick E. Smith, Town Council

\_\_\_\_\_  
Randle M. Stevens, Town Council

Attest:

\_\_\_\_\_  
Debra E. Herrmann, CMC, Town Clerk

**DRAFT**

## RESEARCH PAPER FOR COUNCIL CONSIDERATION

**Meeting Date:** 10 SEP 2012

**Prepared by:** Mike Frederick

**Agenda Item:** Advisory Placard for Golf Carts

**Report Date:** 5 SEP 2012

**Subject:** ***Golf Cart Parking and Registration Issues:  
Courses of Action Regarding Advisory Placards***

Town Administrator Fellner assigned to me the task of researching the feasibility and advisability of requiring some type of advisory / proscriptive decal designed to educate residents and visitors regarding SC law attendant to the operation of golf carts on public roadways. After that conversation with Ms. Fellner (and the public discussions at recent Council meetings) it is my understanding that Council requested feedback and information on the following topics:

1. The legality of requiring such a decal.
2. Practicability issues (logistical ability of SBPD to administer the additional decal).
3. Impact on existing public access and pay parking by golf carts.

In an effort to frame the ongoing discussion and provide Administration and Council with reliable information, I met with several key members of the SBPD staff to discuss the enforcement, public safety, and logistical issues surrounding the potential requirement of an advisory decal. The findings and opinions expressed herein, however, are mine, and represent my best effort to provide the information requested. They are offered not as policy suggestions, but as background information.

### **Underlying Issues and Current Situation:**

The Research Paper we submitted last summer detailed most of the underlying parking and safety issues, so I won't rehash that information here (I've included the original paper as well for your convenience since it includes some basic parking space data you may find useful). In the following sections I'll outline our current ordinance and three options, along with a brief explanation of the policy ramifications of each.

### **Current Ordinance (relevant section)**

#### **§9-16 Decals and Exemptions**

- ...
- (c) *Decal issued for golf carts only.* All persons owning golf carts within the corporate limits of town shall register their golf cart with the town police department for a fee of two dollars (\$2.00). This fee will include a decal that is valid for two (2) years from the date of issue and will be placed on

the golf cart by the police staff. Such decal shall allow registered golf carts to park free in golf cart only designated parking areas. The issued decal will show:

- (1) Registration number.
- (2) Years for which decal is valid.
- (3) Golf cart rules.

*[ Status quo – no change to existing ordinance. ]*

**Proposed Ordinance Revision Option 1 (no provision for commercial / rental golf carts)**

**§9-16 Decals and Exemptions**

...

- (c) *Decals issued for golf carts only.* All persons owning golf carts within the corporate limits of town shall register their golf carts with the town police department for a fee of two dollars (\$2.00). This fee will include two decals: a registration decal that is valid for two (2) years from the date of issue, and an advisory placard which does not expire. Both decals will be of a design as approved by the Town Administrator and shall be placed on the golf cart by the police staff in such a manner likewise approved. The decals shall be placed in such a manner that will enable the registration decal to be visible when the golf cart is viewed from the front, while the advisory placard shall be visible to the operator of the golf cart. The registration decal shall allow registered golf carts to park free in golf cart only designated parking areas. That decal will show:
- (1) Registration number.
  - (2) Years for which decal is valid.
  - (3) Golf cart rules.

*[ Status quo with only the addition of the advisory placard requirement for carts registered to Surfside Beach residences. ]*

**Proposed Ordinance Revision Option 2 (provision for commercial / rental golf carts – parking decal)**

**§9-16 Decals and Exemptions**

...

- (c) *Decals issued for golf carts only.* All persons and businesses owning golf carts within the corporate limits of town (including those entities which may lease, borrow, or purchase golf carts for the purposes or renting to the public) shall register their golf carts with the town police department for a fee of two dollars (\$2.00). This fee will include two decals: a registration decal that is valid for two (2) years from the date of issue, and an advisory placard which does not expire. Both decals will be of a design as approved by the Town Administrator and shall be placed on the golf cart by the police staff in such a manner likewise approved. The decals shall be placed in such a manner that will enable the registration decal to be visible when the golf cart

is viewed from the front, while the advisory placard shall be visible to the operator of the golf cart. The registration decal shall allow registered golf carts to park free in golf cart only designated parking areas. That decal will show:

- (1) Registration number.
- (2) Years for which decal is valid.
- (3) Golf cart rules.

*[ Status quo with the addition of the advisory placard requirement for carts registered to Surfside Beach residences and businesses which rent golf carts; provides access to the free golf cart parking for all registered golf carts, both residential and commercial. ]*

**Proposed Ordinance Revision Option 3 (provision for commercial / rental golf carts – no parking decal)**

**§9-16 Decals and Exemptions**

...

(c) *Decals issued for golf carts only.* All persons and businesses owning golf carts within the corporate limits of town (including those entities which may lease, borrow, or purchase golf carts for the purposes or renting to the public) shall register their golf cart with the town police department for a fee of two dollars (\$2.00). This fee will include two decals: a registration decal that is valid for two (2) years from the date of issue, and an advisory placard which does not expire. The registration decal affixed to commercially owned golf carts utilized by those entities which may lease, borrow, or purchase golf carts for the purposes or renting to the public shall be clearly marked "pay parking only" for the purposes of parking at municipally-owned public accesses and pay parking lots. Both decals will be of a design as approved by the Town Administrator and shall be placed on the golf cart by the police staff in such a manner likewise approved. The decals shall be placed in such a manner that will enable the registration decal to be visible when the golf cart is viewed from the front, while the advisory placard shall be visible to the operator of the golf cart. The registration decal shall allow resident-owned golf carts to park free in golf cart only designated parking areas. That decal will show:

- (1) Registration number.
- (2) Years for which decal is valid.
- (3) Golf cart rules.

*[ Status quo with the addition of the advisory placard requirement for carts registered to Surfside Beach residences and business which rent golf carts; denies access to the free golf cart parking for commercially registered (rental) golf carts. ]*

## **Conclusion / Summary:**

In regard to the legality of the second (advisory) decal, I can locate no regulation or case law which would necessarily preclude the Town from requiring such an additional decal. We would, obviously, defer to legal counsel in this regard. The logistical requirements created by the addition of the second decal would be minimal; SBPD already issues and affixes the current decal and the second would require little if any additional work or time. The addition of commercial carts to the registration requirement would create some additional (one-time) labor, but we would most likely address that as a special short-term project.

The addition of commercially rented golf carts to the free public access parking would, no doubt, create a shortage of those spots. We would request that any change or clarification to the parking regulations attendant to golf carts should be accompanied by appropriate signage, which usually proves extremely effective as a deterrent.

Generally, the options may be summarized as follows:

1. Leave the status quo, with only the addition of the advisory placard to golf carts as currently registered.
2. Require the registration of commercially rented golf carts (and *allow* them to park in "Golf Cart Only" free parking spaces).
3. Require the registration of commercially rented golf carts (and *preclude* them from parking in "Golf Cart Only" free parking spaces).

If this report (or your subsequent discussions) lead to the requirement for additional information, please advise and we will attempt to compile whatever data you may need.

Action: Any of the three options (which all include the advisory placard) requested by Police Department; submitted by request as an aid to policy development.

Attachment: Exemplar advisory placard

Reviewed by:

## SC GOLF CART LAWS

### Golf carts:

- **Must be licensed and insured**
- **Must be operated by *licensed drivers***
- **May be operated on secondary roads only**
- **May be operated during *daylight hours only***



**ENFORCED FOR YOUR SAFETY  
FINES UP TO \$470**

**SURFSIDE BEACH POLICE DEPARTMENT  
(843) 913-6368 for more information**

## RESEARCH PAPER FOR COUNCIL CONSIDERATION

**Meeting Date:** 14 JUN 2011

**Prepared by:** Mike Frederick

**Agenda Item:** Golf Cart Parking and Registration Issues

**Report Date:** 8 JUN 2011

**Subject:** ***Golf Cart Parking and Registration Issues:  
Preliminary Research Upon Request of Town Administration***

Administrator Duckett assigned to SBPD the task of conducting preliminary research regarding several issues attendant to golf cart operation, rentals, and parking in Surfside Beach. After that conversation with Mr. Duckett (and the public discussions at recent Council meetings) it is my understanding that the following issues have been discussed:

1. Registration of rental carts (IAW §9-16, Surfside Beach Code of Ordinances).
2. The equitable use of Town-provided golf cart parking for beach access.
3. Operation of golf carts by underage persons.
4. Operation of golf carts during hours of darkness.
5. Accidents / injuries involving golf carts.
6. Potential liability issues attendant to Surfside Beach's current enforcement efforts.

In an effort to frame the ongoing discussion and provide Administration and Council with reliable information, I met with several key members of the SBPD staff to discuss the enforcement, public safety, and logistical issues surrounding our current Parking Enforcement operation. I also confirmed certain relevant portions of our findings with both of the other major operational department heads (Public Works Director John Adair and Fire Chief Butch Packard), and attempted to gather a basic (but hopefully useful) level of information regarding the issues as discussed. The findings and opinions expressed herein, however, are mine, and represent my best effort to provide the information requested. They are offered not as policy suggestions, but as background information.

### **Underlying Issues and Current Situation:**

Council passed our current ordinance (§9-16) to provide low-cost golf cart registration for "persons" owning golf carts within the corporate limits, which would in turn allow carts so registered to park for free in golf cart designated spaces. Per the law, SBPD has implemented the program, and routinely registers golf carts for residents and affixes the required registration sticker. Subsequent to the law's implementation, however, in the most recent 12-24 month period we've experienced extremely rapid growth in the number of companies and individuals providing rental golf carts to Surfside Beach visitors.

Due to time constraints I was unable to pin down a specific number, but our best anecdotal estimates indicate that over the past two years the number of rental golf carts available for hire in Surfside Beach has grown from several dozen to several hundred. This growth led directly to the situation we now face: Non-registered rental carts now sometimes outnumber "resident" carts at the cart-designated parking areas, since the vast majority of tourists are unaware of the details of the parking ordinance.

From a purely law enforcement / public safety standpoint, these additional carts pose little or no threat to life or limb, but clearly represent a policy issue outside the purview of the Police Department. Dependent upon which estimate you believe, our peak season population swells to somewhere between 35,000 and 48,000 persons. Clearly, not all of these individuals have access to a golf cart, but the peak season puts an obvious strain on our approximately 300 cart-designated spaces (~46 in the 12 Beach Access parking lots and ~255 in the 19 cart-designated lots and areas).

This seasonal, transient volume of golf cart rental most directly effected issues 1 and 2 as listed above (basic registration issues and parking), but also, to a lesser degree, led to public perceptions attendant to issues 3-6 (underage operation, operation during hours of darkness, accidents, and potential liability). The following summary of options represents my effort to report the various options as discussed by SBPD staff, Town Administration, and members of the public. SBPD's Parking Enforcement and administrative staff personnel indicate that their workload is such that they will be able to enforce and administer any of the options listed herein with no changes to their operation or staffing levels, and our Patrol Division is already enforcing the code / criminal aspects.

- 1. Registration of rental carts (IAW §9-16, Surfside Beach Code of Ordinances).**
- 2. The equitable use of Town-provided golf cart parking for beach access.**

Option A: Status Quo (allow current golf cart parking situation; rental carts not registered (but enforcement limited by total lack of awareness / signage). This option does not address equitable access to cart-designated parking, and does not move unregistered carts to pay parking spaces; creates no public safety issues.

Option B: Ordinance change to differentiate between "resident" and "commercial" golf carts (with differentiated registration stickers and clear signage posted at the cart-designated areas). This option would create a two-tiered system, and may place a heavy administrative burden on rental companies. Several rental companies move rental carts in and out of Surfside Beach among their other area business locations dependent upon demand, much like car rental agencies. This option would allow for parking citations, however, since the carts would be registered and their ownership information would be stored in the SBPD database. One possible drawback to this option would be unused cart-designated spaces in a full pay lot, which could essentially push golf cart and vehicle parking onto the right of way, but this would occur only on the highest volume days. Another possible issue would be a result of having the registration sticker affixed: As opposed to the lack of a sticker (as in Option C), non-residents would likely assume that the sticker allowed them to park in designated spaces (despite whatever verbiage may be placed onto the sticker).

Option C: Minor ordinance change to clarify the definition of "persons" in §9-16 to exclude commercial / rental golf cart companies. Once rental / commercial carts are clearly excluded from the standard registration requirement, new signage could clearly designate the cart spaces as "Parking by Permit Only," effectively moving the rental

carts to pay parking spaces. The only real option for Parking Enforcement officers would be towing, however, since there would be no Surfside Beach registration on the cart. Clear signage should deter most illegal parking, however (see also Option C under Items 3 and 4, infra). One possible drawback to this option would be unused cart-designated spaces in a full pay lot, which could essentially push golf cart and vehicle parking onto the right of way, but this would occur only on the highest volume days.

Option D: Issue residents the standard vehicle parking permit for golf carts, allowing them to park in pay spaces. This option would negatively impact parking revenues, and would push golf cart *and* vehicle parking onto the right of way on many days.

**3. Operation of golf carts by underage persons.**

**4. Operation of golf carts during hours of darkness.**

Option A: Status Quo (enforcement as able by SBPD field units). Range of options IAW with State law and Surfside Beach ordinances ranging from verbal warning, escort to accommodations / residence, citation, and / or arrest. Officers use their discretion based upon the suspects' actions and extant service demands to determine enforcement option, and have utilized the entire range of options in the past, to include arresting operators and towing carts.

Option B: Mandate higher level of enforcement, with harsher sanctions (replace warnings and escorts with citations and arrests). Removes officer discretion and will negatively impact ability of patrol shifts to meet service demands during peak season. The deterrent effect of harsher sanctions would be negligible, in that the vast majority of underage operators we stop and cite are transient visitors.

Option C: Status Quo, with the addition of a sticker or placard required for rental / commercial carts clearly detailing the parking regulation and state laws pertaining to golf cart operation (possibly affixed to flat "scorecard area" found on most golf cart steering wheels). Addresses primary issue in regard to underage and after-hours operation (lack of awareness by transient visitors).

**5. Accidents / injuries involving golf carts.**

Option A: Status Quo (investigation of accidents as they occur; criminal charges if applicable). SBPD generally investigates fewer than 2-3 golf cart accidents of any type annually, and those generally involve licensed adult operators under the influence of alcohol. A three-year records check revealed no instances involving underage operators involved in accident with injuries.

**6. Potential liability issues attendant to Surfside Beach's current golf cart-related enforcement efforts.**

Option A: Status Quo (maintain current approach to enforcement activities attendant to underage operation, impaired operation, operation during hours of darkness). I will obviously defer to our legal counsel on this issue, but all of the training I've received indicates that the Town is exposed to little or no liability based upon situations wherein a citizen's decision to violate the law results in an injury.

## **Conclusion / Summary:**

Generally, the issues may be broken down into three groups:

- Issues 1 and 2 will likely require legislative action of some type on your part if the desire is to change the existing golf cart parking situation.
- Issues 3 and 4 could be somewhat mitigated with a simple placard.
- Issues 5 and 6 will likely require little or no action on your part. Improvements made by addressing Issues 1-4 will likely change the public perception in regard to these two items, which each currently have a negligible impact on public safety in Surfside Beach.

As stated, the information and options provided in this document represent our best effort to provide the detailed operational information requested in regard to the issues connected to our current golf cart regulation and its enforcement. The list of options herein is obviously not exhaustive; an almost limitless number of variations exist, but this report attempted to cull the issues down to a manageable level in order to provide a basic framework / starting point for your discussion as you determine a policy direction.

As you no doubt understand from your review of these options, many of the issues are interrelated. Changes in one area impact one or more additional areas; even some criminal enforcement issues affect golf carts. For example, our Beach Services and Beach Patrol officers use intoxication levels (and their discretion) on the beach to enforce alcohol consumption ordinances, not only to enforce order on the beach, but because our interviews of arrestees indicate that most alcohol related golf cart incidents stem from individuals who began drinking on the beach. Likewise, the obvious proximity of the cart-designated spaces to Ocean Boulevard creates safety issues attendant to slow-moving cart traffic mixing with the standard vehicular flow.

If this report (or your subsequent discussions) lead to the requirement for additional information, please advise and we will attempt to compile whatever data you may need.

Action: No actions requested by Police Department; submitted by request as an aid to policy development.

Reviewed by:



**OPTION 2 - provision for commercial/rental golf carts – parking decal)**

**§9-16 Decals and Exemptions**

(c) *Decals issued for golf carts only.* All persons and businesses owning golf carts within the corporate limits of town (including those entities which may lease, borrow, or purchase golf carts for the purposes or renting to the public) shall register their golf carts with the town police department for a fee of two dollars (\$2.00). This fee will include two decals: a registration decal that is valid for two (2) years from the date of issue, and an advisory placard which does not expire. Both decals will be of a design as approved by the Town Administrator and shall be placed on the golf cart by the police staff in such a manner likewise approved. The decals shall be placed in such a manner that will enable the registration decal to be visible when the golf cart is viewed from the front, while the advisory placard shall be visible to the operator of the golf cart. The registration decal shall allow registered golf carts to park free in golf cart only designated parking areas. That decal will show (1) registration number; (2) years for which decal is valid, and (3) golf cart rules.

**OPTION 3 - provision for commercial/rental golf carts – no parking decal**

**§9-16 Decals and Exemptions**

(c) *Decals issued for golf carts only.* All persons and businesses owning golf carts within the corporate limits of town (including those entities which may lease, borrow, or purchase golf carts for the purposes or renting to the public) shall register their golf cart with the town police department for a fee of two dollars (\$2.00). This fee will include two decals: a registration decal that is valid for two (2) years from the date of issue, and an advisory placard which does not expire. The registration decal affixed to commercially owned golf carts utilized by those entities which may lease, borrow, or purchase golf carts for the purposes or renting to the public shall be clearly marked “pay parking only” for the purposes of parking at municipally-owned public accesses and pay parking lots. Both decals will be of a design as approved by the Town Administrator and shall be placed on the golf cart by the police staff in such a manner likewise approved. The decals shall be placed in such a manner that will enable the registration decal to be visible when the golf cart is viewed from the front, while the advisory placard shall be visible to the operator of the golf cart. The registration decal shall allow resident-owned golf carts to park free in golf cart only designated parking areas. That decal will show (1) registration number; (2) years for which decal is valid, and (3) golf cart rules.

**SEVERABILITY.** If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this article, which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

**EFFECT OF SECTION HEADINGS.** The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this ordinance.

**REPEAL AND EFFECTIVE DATE.** All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed. This ordinance shall take effect immediately upon approval at second reading by the Town Council of the Town of Surfside Beach, South Carolina.

**BE IT ORDERED AND ORDAINED** by the Mayor and Town Council of the Town of Surfside Beach, South Carolina, in assembly and by the authority thereof, this \_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Douglas F. Samples, Mayor

\_\_\_\_\_  
Mary Beth Mabry, Mayor Pro Tempore

\_\_\_\_\_  
Ann Dodge, Town Council

\_\_\_\_\_  
Mark L. Johnson, Town Council

\_\_\_\_\_  
Elizabeth A. Kohlmann, Town Council

\_\_\_\_\_  
Roderick E. Smith, Town Council

\_\_\_\_\_  
Randle M. Stevens, Town Council

Attest:

\_\_\_\_\_  
Debra E. Herrmann, CMC, Town Clerk

Draft

## SC GOLF CART LAWS

### Golf carts:

- **Must be licensed and insured**
- **Must be operated by *licensed drivers***
- **May be operated on secondary roads only**
- **May be operated during *daylight hours only***



**ENFORCED FOR YOUR SAFETY  
FINES UP TO \$470**

**SURFSIDE BEACH POLICE DEPARTMENT  
(843) 913-6368 for more information**

Proposed Placard  
re: §9-6(c), Ord. 12-0727

---

## ISSUE PAPER FOR TOWN COUNCIL CONSIDERATION

**Date Prepared:** September 6, 2012

**Prepared by:** Sabrina Morris

**Agenda Item:** 7.C.

**Meeting Date:** September 10, 2012

**Subject:** Request to amend the International Property Maintenance Code Chapter 3, Section 302 §302.4 to establish an allowed maximum height of 12 inches for weeds before enforcement action begins

### **BACKGROUND:**

The Beautification Committee was asked to take up the issue of determining a maximum height weeds would get before enforcement would begin from the town. The International Property Maintenance Code, once adopted, cannot be revised except where allowed by the Code. The code gave the jurisdiction the authority to determine the height for weeds, as each jurisdiction is different in the way they want to enforce these kinds of nuisances.

The Beautification Committee met on August 15, 2012 at a publicly advertised meeting and voted unanimously to recommend 12 inches to Town Council.

### **ATTACHMENTS:**

Ordinance for consideration





State of South Carolina )  
 County of Horry )  
 Town of Surfside Beach )

(Mr. Stevens' Edition)

**Resolution #12-127**

***To Establish the Surfside Beach Hall of Fame and Golden Citizen, and Golden Business Awards recognizing 50 years and Silver Citizen, and Silver Business Awards recognizing 25 years***

**WHEREAS**, the Town of Surfside Beach Town Council in chambers duly assembled in a regularly scheduled meeting held on the 10<sup>th</sup> day of September 2012; and

A Resolution in conjunction with the Town of Surfside Beach 50th Anniversary Celebration to give Special Award Recognition to those Persons , Business and Organizations who have live here or have been establish here for 50 or more years in Surfside Beach and a Special Award in the Surfside Beach 50th Year Anniversary Celebration; and

In addition those Persons, Business and Organizations be placed in Special Award Recognition for their contributions over the last 50 Years to the growth of Town of Surfside Beach into a newly establish Surfside Beach Hall of Fame to be introduced in Conjunction with the Surfside Beach 50th Year Anniversary Celebration. This Special Award Recognition shall be call the Golden Citizen or Golden Business or Golden Organization Award; and

In addition there will also be Special Award Recognition for those Persons, business or organization who have been established and contributed to the growth of Surfside Beach for 25 years or more, and they will be called the Silver Citizen, or Silver Business or Silver Organization Award. These Special Citizens, Business or Organizations will receive an Award or Plaque for their dedication to the growth of Surfside Beach during Surfside Beach's 50th Year Anniversary Celebration and a Key to the Town; and

Recommendations or Nominations to the Surfside Beach Hall of Fame shall be made by members of Town Council and the Mayor or the Historical Board Committee

All Recommendations shall go before the full Council to be decided who shall receive such awards.

**BE IS SO RESOLVED**, this 10<sup>th</sup> day of September 2012

\_\_\_\_\_  
 Douglas F. Samples, Mayor

\_\_\_\_\_  
 Mary M. Mabry, Mayor Pro Tempore

\_\_\_\_\_  
 Ann Dodge, Town Council

\_\_\_\_\_  
 Mark L. Johnson, Town Council

\_\_\_\_\_  
 Elizabeth A. Kohlmann, Town Council

\_\_\_\_\_  
 Roderick E. Smith, Town Council

\_\_\_\_\_  
 Randle M. Stevens, Town Council

Attest:

\_\_\_\_\_  
 Debra E. Herrmann, CMC  
 Town Clerk

## **Mr. Stevens' draft submitted for Resolution #12-127**

A Resolution in conjunction with the Town of Surfside Beach 50<sup>th</sup> Anniversary Celebration to give Special Award Recognition to those Persons, Business and Organizations who have live here or have been establish here for 50 or more years in Surfside Beach and a Special Award in the Surfside Beach 50<sup>th</sup> Year Anniversary Celebration.

In addition those Persons, Business and Organizations be placed in Special Award Recognition for their contributions over the last 50 Years to the growth of Town of Surfside Beach into a newly establish Surfside Beach Hall of Fame to be introduced in Conjunction with the Surfside Beach 50<sup>th</sup> Year Anniversary Celebration. This Special Award Recognition shall be call the Golden Citizen or Golden Business or Golden Organization Award.

In addition there will also be Special Award Recognition for those Persons, business or organization who have been established and contributed to the growth of Surfside Beach for 25 years or more, and they will be called the Silver Citizen, or Silver Business or Silver Organization Award. These Special Citizens, Business or Organizations will receive an Award or Plaque for their dedication to the growth of Surfside Beach during Surfside Beach's 50<sup>th</sup> Year Anniversary Celebration and a Key to the Town.

Recommendations or Nominations to the Surfside Beach Hall of Fame shall be made by members of Town Council and the Mayor or the Historical Board Committee. All Recommendations shall go before the full Council to be decided who shall receive such awards.



State of South Carolina )  
County of Horry )  
Town of Surfside Beach )

(Ms. Dodge's Edition)

**Resolution #12-127**

***To Establish the Surfside Beach Hall of Fame and  
Golden Citizen, and Golden Business Awards recognizing 50 years***

**WHEREAS**, the Town of Surfside Beach Town Council in chambers duly assembled in a regularly scheduled meeting held on the 10<sup>th</sup> day of September 2012; and

A resolution in conjunction with the 50<sup>th</sup> Anniversary Celebration of the Town of Surfside Beach to give special recognition to those persons who have lived in the Town for 50 or more years; to those businesses which have been located in the Town for 50 or more years, and to any Organizations which have been formed and located in the Town for 50 or more years. All of these would be given special recognition in the Surfside Beach 50<sup>th</sup> Year Anniversary Celebration program.

This resolution would include the establishment of a Gold Citizens Award, a Golden Business Award and a Golden Organization Award which would be given in recognition of their contributions to the formation, growth and continued success of the Town of Surfside Beach; and the establishment of the Surfside Beach Hall of Fame, into which the names of Golden Award Citizens, Businesses and Organizations would be placed. During the 50 year celebration, the town would award a plaque or certificate to each Citizen, Business and Organization awardee, along with a Key to the Town for their contribution to the town of Surfside Beach during the last 50 years.

Recommendations for members to the Surfside Beach Hall of Fame shall be made by Town Council and the Mayor and would be voted upon by the full Council.

**BE IS SO RESOLVED**, this 10<sup>th</sup> day of September 2012

\_\_\_\_\_  
Douglas F. Samples, Mayor

\_\_\_\_\_  
Mary M. Mabry, Mayor Pro Tempore

\_\_\_\_\_  
Ann Dodge, Town Council

\_\_\_\_\_  
Mark L. Johnson, Town Council

\_\_\_\_\_  
Elizabeth A. Kohlmann, Town Council

\_\_\_\_\_  
Roderick E. Smith, Town Council

\_\_\_\_\_  
Randle M. Stevens, Town Council

Attest:

\_\_\_\_\_  
Debra E. Herrmann, CMC  
Town Clerk

## **Ms. Dodges' draft submitted for Resolution #12-127**

A resolution in conjunction with the 50<sup>th</sup> Anniversary Celebration of the Town of Surfside Beach to give special recognition to those persons who have lived in the Town for 50 or more years; to those businesses which have been located in the Town for 50 or more years, and to any Organizations which have been formed and located in the Town for 50 or more years. All of these would be given special recognition in the Surfside Beach 50<sup>th</sup> Year Anniversary Celebration program.

This resolution would include the establishment of a Golden Citizens Award, a Golden Business Award and a Golden Organization Award which would be given in recognition of their contributions to the formation, growth and continued success of the Town of Surfside Beach; and the establishment of the Surfside Beach Hall of Fame, into which the names of Golden Award Citizens, Businesses and Organizations would be placed. During the 50 year celebration, the Town would award a plaque or certificate to each Citizen, Business and Organization awardee, along with a Key to the Town for their contribution to the Town of Surfside Beach during the last 50 years.

Recommendations for members to the Surfside Beach Hall of Fame shall be made by Town Council and the Mayor and would be voted upon by the full Council.

**Fund Reserves Needed**  
**Infuse 10% Increase (less 5% to General Fund)**

				Debit	Credit	Balance
<b>7/1/2012 Cash on Hand</b>						<b>\$636,093.00</b>
FY2012-13	Sideloader			\$261,000.00		\$375,093.00
FY2013-14	Frontloader			\$200,000.00		\$175,093.00
	New Cash				\$105,339.13	\$280,432.13
FY2014-15	Sideloader			\$275,000.00		\$5,432.13
	New Cash				\$105,339.13	\$110,771.26
FY2015-16	Pickup			\$20,000.00		\$90,771.26
	New Cash				\$105,339.13	\$196,110.39
FY2016-17	Frontloader			\$200,000.00		-\$3,889.61
	New Cash				\$105,339.13	\$101,449.52

Less 4 years Caropines losses	\$160,000	-\$58,550.48
-------------------------------	-----------	--------------

Model assumes operating expenses stay flat. Variables are tipping fees and salaries.

**Fund Reserves Needed  
Infuse 15% Increase (less 5% to General Fund)**

				Debit	Credit	Balance
<b>7/1/2012 Cash on Hand</b>						<b>\$636,093.00</b>
FY2012-13	Sideloader			\$261,000.00		\$375,093.00
FY2013-14	Frontloader			\$200,000.00		\$175,093.00
	<b>New Cash</b>				<b>\$158,008.70</b>	<b>\$333,101.70</b>
FY2014-15	Sideloader			\$275,000.00		\$58,101.70
	<b>New Cash</b>				<b>\$158,008.70</b>	<b>\$216,110.40</b>
FY2015-16	Pickup			\$20,000.00		\$196,110.40
	<b>New Cash</b>				<b>\$158,008.70</b>	<b>\$354,119.10</b>
FY2016-17	Frontloader			\$200,000.00		\$154,119.10
	<b>New Cash</b>				<b>\$158,008.70</b>	<b>\$312,127.80</b>

<b>Less 4 years Caropines losses</b>	<b>\$160,000</b>	<b>\$152,127.80</b>
--------------------------------------	------------------	---------------------

Model assumes operating expenses stay flat. Variables are tipping fees and salaries.

## Sanitation Status and Projections

	Revenue				
	Reg.Res.	Sum/Win	Commercial	(Adj.)	Net Billing
Jul-11	\$53,769.50	\$33,150.00	\$29,585.50	\$451.00	\$116,054.00
Aug-11	\$53,160.00	\$33,800.00	\$31,564.00	\$2,185.50	\$116,338.50
Sep-11	\$54,845.50	\$2,964.00	\$25,311.50	\$336.94	\$82,784.06
Oct-11	\$55,215.00	\$3,126.00	\$24,716.50	\$1,130.32	\$81,927.18
Nov-11	\$53,955.00	\$3,120.00	\$24,236.50	\$232.15	\$81,079.35
Dec-11	\$54,158.00	\$3,120.00	\$22,164.00	\$402.00	\$79,040.00
Jan-12	\$54,064.50	\$3,126.00	\$22,659.50	\$540.00	\$79,310.00
Feb-12	\$54,246.00	\$3,132.00	\$21,047.50	\$450.00	\$77,975.50
Mar-12	\$54,238.50	\$3,132.00	\$22,767.50	\$204.00	\$79,934.00
Apr-12	\$54,333.00	\$3,096.00	\$23,488.50	\$370.50	\$80,547.00
May-12	\$54,481.50	\$33,108.00	\$25,552.50	\$705.13	\$112,436.87
Jun-12	\$54,702.50	\$32,300.00	\$27,396.50	\$2,332.01	\$112,066.99
Total	\$651,169.00	\$157,174.00	\$300,490.00	\$9,339.55	\$1,099,493.45

Expenses			
Total	Estimated	Estimated	Net
Expenses	Depreciation	Transfer	Expenses
		G-fund	
\$72,657.00			
\$75,135.00			
\$75,945.00			
\$72,158.00			
\$72,506.00			
\$78,942.00			
\$62,999.00			
\$73,518.00			
\$57,634.00			
\$68,007.00			
\$76,890.00			
\$111,711.00			
\$898,102.00	\$125,000.00	\$55,000.00	\$1,078,102.00

Gain- \$21,391.45

Add 5%	\$32,558.45	\$7,858.70	\$15,024.50	\$55,441.65
Add 10%	\$65,116.90	\$15,717.40	\$30,049.00	\$110,883.30
Add 15%	\$97,675.35	\$23,576.10	\$45,073.50	\$166,324.95

Residential revenue will decrease appx \$40,000 per year due to loss of Caropines income.

Report date: September 10,2012

Horry County SWA	
Tipping fees per ton	
MSW	\$29.00
Yard Waste	\$14.00
C&D	\$26.50



# Memorandum

To: Town Council  
 From: Debra E. Herrmann, CMC, Town Clerk  
 Date: September 6, 2012  
 Re: Surfside Committee Volunteers

**1. Surfside Business Committee** – was established as an ad hoc committee at the July 24<sup>th</sup> meeting. Advertising was published July 27, 2012 in *The Sun News*; also published on town website, town Facebook and town clerk Facebook pages, and posted on bulletin boards in town hall and council chambers.

Date	Volunteer	Business Name
07/15/12	*Donna Nathlar ✓	Just for You
07/15/12	*Amelia Toney ✓	Home Accents II
07/15/12	*Ron Meadows ✓	Village Café
07/15/12	*Lee Zulanch ✓	Benjamin's Bakery
07/17/12	Joe Cotter ✓	Hairazors
07/29/12	Bert Krassin ✓	Ocean Pine II HOA, & retired business owner
07/31/12	Cora Lee Shore	Retired property manager & commercial and industrial land development
08/02/12	Chance Hall ✓	Hall's Auto Repair
08/08/12	Sammy Truett ✓	Moore and Associates
08/27/12	Rob Cochran	Camping Connection
	*Volunteered at Business Reception	
One	Non-Voting Town Councilmember	Randle

**2. Recreation/Special Events Committee** - Advertising was published July 27, 2012 in *The Sun News*; also published on town website, town Facebook and town clerk Facebook pages, and posted on bulletin boards in town hall and council chambers.

Date	Volunteer
08/10/12	Glen G. Curtis ✓
08/10/12	Pat Barnett
08/10/12	Mariann Croll
08/17/12	Ron Saunders ✓

**3. Keep Surfside Beach Beautiful** - Resolution #12-116 establishing the committee stipulates that a non-voting member of Town Council serve on the committee. Ann Dodge

Sun News  
July 27, 2012

1293021  
7-27-12  
5  
Public Notice -  
**VOLUNTEERS SOUGHT**  
The Town of Surfside Beach is seeking town residents to serve as volunteers for the SURFSIDE BEACH BUSINESS COMMITTEE. Members of this committee will develop strategies and policies to promote a successful business community within the town; make recommendations to town council about applicable ordinances; promote the Family Beach atmosphere for town businesses, and promote improvement and overall appearance of town businesses. Current or former resident business owners and non-resident owners of businesses located within the town limits are encouraged to volunteer. Please submit your statement of interest on or before August 30, 2012 via email to [dherrmann@surfsidebeach.org](mailto:dherrmann@surfsidebeach.org) by fax 843.238.5432, or US Mail to 115 US Highway 17 North, Surfside Beach, SC 29575. For more information, please contact the town clerk at 843.913.6111. 1293617.

Submitted name at Business Reception held July 15<sup>th</sup>.

Appointment <sup>Phone # 458-0983</sup>

For: Donna Nathular

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: Business Committee

If you are unable to keep your appointment, please contact us as soon as possible to avoid cancellation charges.



**Debra Herrmann**

---

**From:** Amelia Toney [amelia@homeaccents2.com]  
**Sent:** Monday, July 16, 2012 10:52 AM  
**To:** DHERRMANN@SURFSIDEBEACH.ORG  
**Subject:** MEETING

We really enjoyed the meeting yesterday. As a business owner we are very excited about the Town of Surfside Beach wanting to work with the business owners in the town to help improve relationships and help grow this wonderful little town. I would be very much interested in being on the business committee to work with the town and business owners .

AMELIA TONEY  
HOME ACCENTS II  
SURFSIDE BEACH, SC  
[843-232-1100](tel:843-232-1100) STORE CELL [843-222-9705](tel:843-222-9705)

Ms. Toney also submitted her name at Business Reception held July 15<sup>th</sup>.



↑ written on back  
of card →

I want to be  
on the committee  
for business  
in Surfside  
Beach

7-15 Reception  
volunteered.

**Debra Herrmann**

---

**From:** Ron Meadows [ronmeadows13@yahoo.com]  
**Sent:** Thursday, July 19, 2012 4:19 PM  
**To:** dherrmann@surfsidebeach.org  
**Subject:** Business Committee

Debra,  
Please accept my name for consideration for the Business Committee.  
Thank you,  
Ron

Sent from my iPod

Mr. Meadows sent this as a follow-up  
to his request at the 7/15 reception.  
DA.

Submitted name at Business Reception held July 15<sup>th</sup>.



**WHOLESALE • FRESH BREAD • BAGELS & MORE**

**LEE H. ZULANCH**

810 3rd Avenue South

Surfside Beach, SC 29575

Email: [benjaminsbakery@sc.rr.com](mailto:benjaminsbakery@sc.rr.com)

Telephone: 843-477-1100

Fax: 843-477-1300

Cell: 843-222-2398

[www.benjaminsbakery.com](http://www.benjaminsbakery.com)

**Debra Herrmann**

---

**From:** dragonflybeverage@sc.rr.com  
**Sent:** Tuesday, July 17, 2012 12:57 AM  
**To:** dherrmann@surfsidebeach.org  
**Subject:** SSB Business Committee

Dear Debra,

My wife, Stacey, and I wanted to thank you, Mayor Samples, and the Town Council once again for taking the time to hold Sunday's meeting for the business owners of Surfside. We really enjoyed meeting you all and several other business folks that attended. That being said, I'd like to volunteer my time as an active member on the Business Committee. In reading your draft for Resolution #12-118, I'm asking to be considered for a non-resident business owner position on the committee.

I thank you in advance for your consideration and look forward to hearing from you.

Best Regards,

Joe Cotter  
Hairazors

As a note: My wife had spoken up about signage being an issue we feel needs to be talked about and addressed further. Thanks again!

## Debra Herrmann

---

**From:** Bert Krassin [bert.krassin@gmail.com]  
**Sent:** Sunday, July 29, 2012 8:48 PM  
**To:** dherrmann@surfsidebeach.org  
**Subject:** Resume for Proposed Surfside Beach Business Committee

Selbert "Bert" Krassin  
617 13th Avenue South #118  
Surfside Beach

Position on Proposed Surfside Business Committee

President - Ocean Pines II Homeowners Association 2008-2012

Business Owner 29 Years Johnson City Optical DBA The Optikal (4 Locations)  
Retired December 2006

Board Member & Officer Two Different Merchant Associations Binghamton, N.Y. & Johnson City, N.Y.

Member Citizens Advisory Board for HUD Town of Union (New York State) 20 Years

Chairman Local Development Association Village Johnson City, New York 4 Years

Board Member New York State Contact Lens Society

Please contact me if you have any further questions,

Bert Krassin

## Debra Herrmann

---

**From:** Steve And Cora Shore [catchupi@aol.com]  
**Sent:** Tuesday, July 31, 2012 12:36 PM  
**To:** dherrmann@surfsidebeach.org  
**Subject:** Volunteers Surfside Beach Business Committee

Ms. Herrmann

I have lived in Surfside for almost three years. I am very proud to call Surfside Beach home and am looking forward to many year her in paradise.

Before retirement I spent over thirty five years working in the property management, land development, commercial and industrial sector. I worked very closely with the city, county and state planning and zoning, as well as inspector to stay in compliance.

If I can be of any service I will be happy to assist.

Sincerely,

Cora Lee Shore  
611 1st Avenue North  
email [catchupi@aol.com](mailto:catchupi@aol.com)  
(336) 880-0065 or (336) 880-0415

## Debra Herrmann

---

**From:** Mike Hall [hallson544@yahoo.com]  
**Sent:** Thursday, August 02, 2012 1:57 PM  
**To:** dherrmann@surfsidebeach.org  
**Subject:** town of surfside

hall's auto repair  
1401 hwy 17s.  
surfside beach sc 29575  
843-650-4130

chance hall 843-957-1751

i would like to serve on the surfside business commitee  
i will sent a bio  
thank you

**Debra Herrmann**

---

**From:** Moore and Associates [mooreandassociates@earthlink.net]  
**Sent:** Wednesday, August 08, 2012 10:44 AM  
**To:** Debra Herrmann

DEBORAH

TO MAKE IT OFFICIAL I WOULD LIKE TO BE CONSIDERED FOR THE SURFSIDE BEACH  
BUSINESS COMMITTEE

THANKS  
SAMMY TRUETT

## Debra Herrmann

---

**From:** Rob Cochran [rob@campingconnectionrv.com]  
**Sent:** Friday, August 24, 2012 9:51 AM  
**To:** dherrmann@surfsidebeach.org  
**Subject:** Business Committee

I was given your email regarding a business committee starting for Surfside Beach and I would be interested in participating. I'm currently opening up a RV parts and retail business in the Deerfield plaza and I would like to get more involved with the business community. Please send me details as to when and where the meetings will be held. You can email me back or call me on my mobile at 407-908-9283.

Thank you,

*Rob Cochran*

  
**CAMPING  
CONNECTION**  
HOME OF  
ANRVPART.COM  
**Myrtle Beach, SC**  
**843-238-3329**

## **Submission to serve on the Surfside Beach Business Committee**

My name is Rob Cochran and I would like to be considered to serve on the Surfside Beach business committee. I own and operate Camping Connection (est. 1996), an RV Parts and Accessory store, which we are relocating to the north end of Surfside in the Deerfield plaza. I think I would be a good candidate for the committee based on both my business experience and my past experience with a chamber of commerce and trade association. I also recently went through the process of obtaining a business license in the city so I have a recent experience of what is required for a new business get started.

1996-Present- Owner and CEO of Camping Connection Inc.- Grew business from the ground up and now generate roughly 2 million in annual sales through 2 locations and internet retailing.

2005-2006- President, Four Corners Business Leads Group- A weekly meeting of local businesses to exchange ideas and business leads. I left the group to focus on starting the Four Corners Area Council.

2006-2010- Initiated the Four Corners Area Council in Central Florida and acted as Chairman in 2007. The Area Council was a division of the Kissimmee-Osceola Chamber that focused on the business and community issues of the Four Corners Area. This is a fast growing area where 4 counties come together. We were able to coordinate meetings and summits between the businesses, community, public works and emergency services that allowed them to work closely together to provide for the community needs without redundancy. The council is still strong today and I am an honorary board member.

2005-Present- Member of the Florida RV Trade Association (FRVTA) - Served on the BOD 2006-present. Held position of Region 4 Secretary in 2006-2007 and President from 2008-2011. Local level- responsible for coordinating RV dealers and suppliers to collectively work together for the common good of all and promote the RV industry through regional shows, promotions and education. State Level- Work with the BOD to promote the RV industry state-wide including lobbying nation, state and local officials and educate them to the needs and economic and environmental effects of the RV industry vs. other types of recreation and travel.

My goal for the Surfside Beach Business Committee would be to bring fresh ideas and a common sense approach to helping the business community while considering the economic and environmental concerns of the city. I am a firm believer in win-win relationships and I understand the balance between business and governmental concerns.

I thank you for your consideration and I welcome any questions or concerns. I can be reached at my office at 843-238-3329 or [rob@campingconnectionrv.com](mailto:rob@campingconnectionrv.com).

*Robert M Cochran*

**Public Notice • VOLUNTEERS SOUGHT**

The Town of Surfside Beach is seeking town residents to serve as volunteers for the SPECIAL EVENTS/RECREATION COMMITTEE. Members of this committee will make recommendations to the town administration for presentation to town council about special events and recreation activities in the Town of Surfside Beach.

The Town also seeks volunteers for the KEEP SURFSIDE BEACH BEAUTIFUL COMMITTEE. Members of this committee are charged to work towards the improvement of the aesthetics of the town; its overall appearance, cleanliness, and preservation and enhancement of public and private property values, and will make recommendations to any board, committee, or commission, and/or staff for formal recommendation to Town Council as applicable.

Please submit your statement of interest via email to [dherrmann@surfsidebeach.org](mailto:dherrmann@surfsidebeach.org), by fax 843.238.5432, or US Mail to 115 US Highway 17 North, Surfside Beach, SC 29575. For more information, please contact the town clerk at 843.913.6333.

*Sun News  
7/27/12*

BigdaddyGlen22  
@yahoo.com

To: The Town Council of Surfside

From: Glen G. Curtis  
257 Palladium Drive

Re: The Special Events Committee

I would like to be a part of the Special Events Committee because I want to help the town of Surfside grow. I have served on committees before on Staten Island for example; the Vietnam Veterans, (which I started and was the first president) working with Parades, Memorials, Special Olympics, and taking the Handicapped children and adults on the Staten Island Ferry boat rides. I have also worked with Congress Woman Susan Molinarri, on Staten Island, to secure a hospital wing for our veterans, which has grown over the years.

In Myrtle Beach I have been enjoying helping the car club with fund raising events and now I would like to join a committee to help the town of Surfside, even though I live on the boarder, I hope you will accept me.

cell 843-503-5979

Glen G. Curtis  
Ph: 650-93105

## Debra Herrmann

---

**From:** Ron Saunders [rsaunders7@sc.rr.com]  
**Sent:** Friday, August 17, 2012 4:44 PM  
**To:** Deborah Herrmann  
**Subject:** Volunteer for Recreation and Special Events Committee

Debra,

It is my understanding that there are still two openings not filled on the Recreation and Special Events Committee. If that is still the case please submit my name to fill one of those positions. I have always been interested in activities in our town and would love to be of service. Your assistance in this matter will be greatly appreciated.

Thank you,

Ron Saunders  
(H) 843 238 1821  
(C) 843 333 1011

[rsaunders7@sc.rr.com](mailto:rsaunders7@sc.rr.com)

1/10/2012 2:52 PM

STATE OF SOUTH CAROLINA

LEASE AGREEMENT

COUNTY OF HORRY

THIS LEASE AGREEMENT made and entered into this 16<sup>th</sup> day of January, 2012, between the Town of Surfside Beach (hereinafter referred to as "Lessor"), the Atlantic Restaurant Group (hereinafter referred to as "Lessee"), Bill Howard and Shawn Roth (hereinafter referred to collectively as "Guarantors" and each individually a "Guarantor"); This Lease Agreement is specifically contingent upon Lessee obtaining all necessary permits to operate a restaurant on the demised premises described below. In the event Lessee is not able to obtain all necessary permits within thirty (30) days from the date of the execution of this Lease Agreement, Lessee may give Lessor notice of termination of this Lease Agreement and neither party shall any further liability hereunder.

WITNESETH:

In consideration of the rents hereinafter reserved and the covenants and agreements hereinafter expressed on the parts of the parties to be performed, the Lessor leases unto the Lessee and the Lessee leases from the Lessor the premises in its "as is" condition hereinafter described on the terms and conditions stated, to-wit:

- 1) **DEMISED PREMISES:** The Demised Premises are described or identified on the property legally described on Exhibit "A1 and A2" attached hereto. The property has the address of TMS# 195-04-09-001, 115 HWY 17 N, Lot A Block H, 11 Ocean Boulevard, Surfside Beach, SC 29575.
- 2) **TERM:** Lessee shall have and hold the Demised Premises for a term of five (5) years, commencing on \_\_\_\_\_ and ending at midnight on \_\_\_\_\_
  - a) **Option to Extend.** Provided Lessee is not in default under this Lease, Lessee shall have the option to extend this Lease for three consecutive periods of five (5) years each. Lessee shall exercise such option by giving Lessor written notice thereof not later than one hundred eighty (180) days prior to the expiration of the expiring term. The extension shall be under the same terms and conditions as stated in the Lease, except that for each extension term, rent shall be modified as set out in Section 3 below. The initial term and extension terms are hereinafter collectively referred to as the "Term".
- 3) **RENT:** During first and second Term, the Lessee shall pay to the Lessor for the Demised Premises rent per annum ("Rent") as follows:
  - a) For the year 2012 the Rent shall be \$50,000 payable upon the execution of this Lease Agreement as three (3) equal installments of the balance each due on June 30th 2012, July 30th 2012 and August 30th 2012. For the year 2013 the Rent shall be \$52,500 payable as three (3) equal installments of the balance each due on June 30th 2013, July 30th 2013 and August 30th 2013. For the year 2014 the Rent shall be \$55,000 payable as three (3) equal installments of the balance each due on June 30th 2014, July 30th 2014 and August 30th 2014. For the year 2015 the Rent shall be \$57,500 payable as three (3) equal installments of the balance each due on June 30th 2015, July 30th 2015 and August 30th 2015. For the year 2016 the Rent shall be \$60,000 payable as three (3) equal installments of the balance each due on June 30th 2016, July 30th 2016 and August 30th 2016. For the year 2017 the Rent shall be \$62,500 payable as three (3) equal installments of the balance each due on June 30th 2017, July 30th 2017 and August 30th 2017. For the year 2018 the Rent shall be \$65,000 payable as three (3) equal installments of the balance each due on June 30th 2018, July 30th 2018 and August 30th 2018. For the year 2019 the Rent shall be \$67,500 payable as three (3) equal installments of the balance each due on June 30th 2019, July 30th 2019 and August 30th 2019. For the year 2020 the Rent shall be \$70,000 payable as three (3) equal installments of the balance each due on June 30th 2020, July 30th 2020 and August 30th 2020. For the year 2021 the Rent shall be \$72,500 payable as three (3) equal installments of the balance each due on June 30th 2021, July



Handwritten signatures and initials: "Judy", "WHR", "KAD", "BH", "SR".

1/10/2012 2:52 PM

30th 2021 and August 30th 2021.

- b) Rent for Third and Fourth Extension Terms. For the third and fourth extension terms, if exercised, rent shall be computed as an amount equal to the fair market rental rate of the Demised Premises based on its use during the last Lease Year of the then-current term, but calculated as if the Demised Premises were vacant with Lessor's standard building fit-up installed.

Lessor and Lessee shall employ the procedure and timetable described below for the purpose of computing the fair market rental rate of the Demised Premises and the Rent promptly payable during each Extension Term.

- i) Lessor's Notice. No later than the one hundred seventieth (170th) day prior to the expiration of the then-current term (the "Expiration"), Lessor shall deliver to Lessee notice of its proposed Rent for the Demised Premises during such Extension Term.
- ii) Lessee's Notice. No later than the one hundred sixty-fifth (165th) day prior to Expiration, Lessee shall send to Lessor notice of its proposed Rent for the Demised Premises. In the event Lessee does not send Lessor notice of its proposed Rent as required above, then the Rent proposed by Lessor pursuant to (i) above shall be deemed the Rent for such Extension Term.
- iii) First Negotiation. In the event the parties negotiate and agree to Rent and have executed a written agreement establishing same on or before the one hundred fifty-fifth (155th) day prior to Expiration, then said Rent shall be binding upon the parties commencing with the first (1st) lease Year of such Extension Term.
- iv) Lessee's Appraiser. In the event the parties have failed to execute such an agreement by said date, then Lessee shall engage an appraiser, who is a member of the American Institute of Real Estate Appraisers (an "MAI Appraiser"), on or before the one hundred fiftieth (150th) day prior to Expiration, and shall notify Lessor thereof. In the event Lessee does not engage an MAI Appraiser as required above, then the Rent last proposed by Lessor shall be deemed the Rent for such Extension Term.
- v) Lessee's Appraiser's Determination. Not later than the one hundred thirtieth (130th) day prior to Expiration, Lessee shall deliver to Lessor a copy of its appraiser's determination of the fair market rental as aforesaid. In the event Lessee does not deliver a copy of aforesaid, then the Rent last proposed by Lessor shall be deemed the Rent for such Extension Term.
- vi) Second Negotiation. In the event the parties negotiate and agree to a Rent, and have executed a written agreement establishing the same on or before the one hundred fifteenth (115th) day prior to Expiration, then said Rent shall be binding upon the parties commencing with the first (1st) Lease Year of such Extension Term.
- vii) Lessor's Appraiser. In the event the parties have failed to execute such an agreement by said date, then Lessor shall engage an MAI Appraiser, on or before the one hundred tenth (110th) day prior to Expiration, and shall notify Lessee thereof. In the event Lessor does not engage an MAI Appraiser as required above, then the Rent proposed by Lessee's appraiser shall be deemed the Rent for such Extension Term.
- viii) Lessor's Appraiser's Determination. Not later than the ninetieth (90th) day prior to Expiration, Lessor shall deliver to Lessee a copy of its appraiser's determination of the fair market rental as aforesaid. In the event Lessor does not deliver a copy as aforesaid, then the last proposed by Lessee's appraiser shall be deemed the Rent for such Extension Term.
- ix) Third Negotiation. In the event the parties negotiate and agree to a Rent, and have executed a written agreement establishing the same on or before the seventy-fifth (75th) day prior to Expiration, then said Rent shall be binding upon the parties commencing with the first (1st) Lease Year of such Extension Term.
- x) Third Appraiser. In the event the parties have failed to execute such an agreement by said date, then the two (2) MAI Appraisers shall choose a third (3rd) MAI Appraiser and notify Lessor and Lessee of said choice. Each party shall bear the cost of its appointed MAI Appraiser and shall share equally the cost of the third (3rd) MAI Appraiser. In the event that said two (2) MAI Appraisers cannot agree on the choice of a third (3rd) MAI

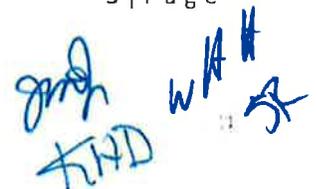
Appraiser and notify the parties thereof by the sixty-fifth (65th) day prior to Expiration, then the President of the Horry County Board of Realtors shall choose a third (3rd) MAI Appraiser on or before the fifty-fifth (55th) day prior to Expiration.

- xi) Third Appraiser's Determination. Not later than the forty-fifth (45th) day prior to Expiration, the third (3rd) appraiser shall determine the fair market rental rate of the Demised Premises based on its use during the last Lease Year of the then-current term, but calculated as if the Demised Premises were vacant with Lessor's standard building fit-up installed, by selecting as such fair market rental rate either (A) the fair market rental rate proposed by Lessee's MAI Appraiser or (B) the fair market rental rate proposed by Lessor's MAI Appraiser and submitting such determination to each party in writing. Based on said third (3rd) MAI Appraiser's determination, Lessor and Lessee shall promptly thereafter execute a written agreement establishing the aforesaid Rent, which rent shall be binding upon the parties commencing with the first (1st) Lease Year of such Extension Term.
  
- c) Extension of Time for Performance. In the event that any of the dates set forth in paragraph (a) above occurs on a Saturday, Sunday, or holiday, then the time for performance shall be extended to the next business day.
  
- d) Lessee's Revocation Right. Notwithstanding anything to the contrary contained in paragraph (b) above, Lessee shall have the right to revoke its exercise of the option to extend by giving Lessor notice of such revocation within four (4) days after the date the third (3rd) MAI Appraiser submits its determination of the fair market rental rate of the Demised Premises to the parties, or four (4) days after Lessor or Lessee, as the case may be, fails to meet its obligations under paragraph a(1), (iv), (v), (vii), or (viii) above. If Lessee shall fail to so exercise such right of revocation within such four (4) day period, such right shall be totally extinguished and the Lease shall be extended, as described in paragraph (a) above. In the event Lessee shall so exercise such right of revocation, Lessee shall surrender the Demised Premises to Lessor upon the expiration of the then-current term, and Lessor shall be relieved of all liability created by such option to extend and any subsequent option to extend.

All references herein to Rent shall be deemed to refer to per annum amounts unless otherwise specified.

A late payment charge of ten (10%) percent of any rental installment not received on or before the tenth day after same shall be due, shall be due and payable with such rental installment to cover administrative expenses and shall be deemed additional rent.

- 4) MAINTENANCE: Beyond the initial terms of the build out period, see Exhibit "b". Lessee accepts all improvements located on the Demised Premises in "as is" condition. Subject to Lessor's repair and restoration obligations described herein, Lessee shall, at its cost, during the Term maintain, repair and/or replace, in good condition, ordinary wear and tear excepted, each and every portion of the Demised Premises, including, without limitation, maintenance, repairs and/or replacements to the heating, ventilation and air-conditioning system (the "HVAC"). Landlord shall be responsible, at its sole cost and expense, for any and all maintenance, repairs and/or replacements to the slab, foundation and structure of the Demised Premises, including, without limitation, repairing any cracks or other damage thereto, and any and all maintenance, repairs and/or replacements to the roof of the Demised Premises including painting of the exterior walls. Any necessary maintenance and repairs shall be performed in a workmanlike manner utilizing proper contractors, sub-contractors and material men. Lessee shall be solely responsible for the cost of such maintenance and repairs and shall save Lessor harmless from any claim for labor and/or materials utilized in the performance of such maintenance and repairs. Lessee will obtain, at Lessee's sole cost, all utility installations including water and sewer taps, construction permits and licenses for the construction of the improvements and shall comply with all local, state and federal laws and regulations concerning the development thereof, and the construction and maintenance of the improvements. All permanent structural improvements shall belong to the Lessor and become a part of the Premises upon the termination or expiration of this Lease. Nothing contained herein shall be deemed to



1/10/2012 2:52 PM

make Lessee or any of Lessee's employees or agents (including any contractors, sub-contractors or suppliers of materials) the agent or employee of Lessor nor give rise to any lien against the fee ownership of the Demised Premises of Lessor.

- 5) DAMAGE: Should the building or improvements constructed on the Premises herein demised be wholly or partially destroyed by fire or other casualty, the Lessee will: (1) with all due diligence, utilizing insurance proceeds, repair or restore the same so that thereafter the property shall be substantially in its same condition as immediately prior to such damage; or (2) terminate this Lease and assign all insurance proceeds to Lessor. Lessor shall not be required to expend any funds other than insurance proceeds received for the repair and or restoration of the Premises. The Lessee shall be responsible for any additional construction costs above insurance proceeds received. If the damage or destruction shall occur within the last two (2) years of the initial term or any extension term, Lessor may, at its option, terminate this Lease and all proceeds of insurance on the real property payable to either or both parties as a result of, or in connection with, such damage or destruction of the building shall be the sole property of the Lessor and paid to Lessor, unless Lessee agrees to exercise the next five (5) year option period. In the event the damage or destruction shall occur within the last two (2) years of the last option period, Lessor may, at its option, terminate this Lease and all proceeds of insurance on the real property payable to either or both parties as a result of, or in connection with, such damage or destruction of the building shall be the sole property of the Lessor and paid to Lessor.

The rental and any other charge referred to heretofore shall continue during the period in which the Demised Premises are not suitable for the conduct of the Lessee's business and until the Demised Premises shall have been restored to the condition which they were in immediately prior to the destruction or damage, it being Lessee's duty and responsibility to carry such insurance for business interruption as it may deem advisable. Proceeds of insurance on damaged or destroyed personal property of Lessee shall belong solely to Lessee.

- 6) IMPROVEMENTS: Initial capital improvements are to be determined by building code. The capital improvements during the build out period shall be accessed as a reduction of rent to offset the cost of these capital improvements. See Exhibit "B".

Lessee, at Lessee's own expense, may from time to time during the Term of this Lease make any alterations, additions and improvements in and to the improvements upon the Demised Premises which Lessee deems necessary or desirable, so long as such alterations or additions in no way diminish the aesthetic effect of the original building or structures and the prior written approval of Lessor has been obtained, which approval shall not be unreasonably withheld. The addition of an outdoor deck would be amenable to the Lessor, if Lessee first obtained all necessary permits from local, state and federal agencies and departments. All permanent structural improvements shall belong to the Lessor and become a part of the Premises upon the termination or expiration of this Lease. At the end of the term of this Lease, the Lessee shall have the right to remove any equipment, signs, counters, shelving, trade fixtures and other items of personal property which Lessee has installed during the term of this Lease; it being understood and agreed between the parties that the same shall, at all times, remain the property of the Lessee. In the course of removing the said items as hereinabove enumerated, the Lessee shall repair or reimburse Lessor for the cost of repairing any damage to said improvements resulting from the installation or removal of such items. Lessee acknowledges that the Premises, including all improvements located thereon, have been fully inspected and that Lessee accepts the Demised Premises "as is".

- 7) UTILITIES: During the term of this Lease Agreement, the Lessee shall be responsible for and shall pay for all electricity, heat, air conditioning, water, sewage, janitor service, garbage disposal and other utilities or services required by Lessee in the use of the improvements constructed upon the Demised Premises. In no event shall Lessor be liable for any interruption or failure in the supply of any utilities to the Demised Premises on and after the Occupancy Date.

  
KAD



- 8) TAXES: Lessee also agrees to pay directly to the various taxing authorities any and all taxes attributable to Lessee's furniture, fixtures and improvements that may exist on the Demised Premises during the term of this Lease. Lessee also agrees to pay directly to the various taxing authorities any and all taxes attributable to Lessee's furniture, fixtures and improvements that may exist on the Demised Premises during the term of this Lease.
- 9) USE OF Demised Premises: The Demised Premises shall be used by Lessee for the purpose of operating a restaurant and related uses and for no other purpose or purposes.

In the event any governing authority having jurisdiction over the Demised Premises should bring an action for nuisance under Section 15-43-10, Code of Laws of South Carolina (1976), Annotated, or under any other applicable ordinance, such event shall constitute an event of default under this Lease Agreement entitling Lessor to immediately declare this Lease Agreement in default and terminated. Lessee covenants not to perform any act on or about the Demised Premises prohibited by law nor omit to perform any act required by law in connection with the use or operation of the Demised Premises; nor to use or maintain the Demised Premises in such a manner as to constitute an actionable nuisance to Lessor or any third party; and not to commit or permit waste of the Demised Premises. Lessee shall comply with and observe all easements and all restrictive covenants and conditions placed on the Demised Premises by Lessor that may affect or apply to the Demised Premises, or any portion thereof, from time to time, which covenants and conditions have previously been made known to Lessee in writing. Except as otherwise provided herein, Lessee shall procure, at its sole cost and expense, all permits and licenses required for the transaction of the Permitted Use in the Demised Premises and shall otherwise comply with all applicable laws, ordinances and governmental regulations. Upon termination of this Lease, Lessee shall surrender the Demised Premises in a broom clean condition and in as good a condition and state of repair as existed on the Commencement Date, excepting only reasonable wear and tear.

Lessee shall not use or occupy or permit the leased property or any part thereof to be used or occupied for any unlawful business, use or purpose, for any business, use or purpose deemed disreputable or extra hazardous, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations, including, without limitation, the provisions of Title 21 of the United States Code of Laws, §801, et seq. (1976 ed., as amended). Lessee shall, promptly after discovery of any such unlawful, disreputable or extra hazardous use, take all necessary legal and equitable steps to compel the discontinuance of such use and to oust and remove any occupants or other persons guilty of such unlawful, disreputable or extra hazardous use. Lessee shall indemnify Lessor against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including attorneys fees, arising out of any violation of or default in these covenants.

- 10) INDEMNIFICATION: The Lessee hereby agrees and covenants to indemnify the Lessor and hold it harmless, and by this instrument does hereby indemnify and hold the Lessor harmless from any and all liability for any injury to the public arising out of the use of the Demised Premises by the Lessee, Lessee's employees or any member of the public using the Demised Premises as an invitee or otherwise, and further, the Lessee covenants and agrees that any member of the public entering on the Demised Premises enters thereon as an invitee of the Lessee and not of the Lessor. Further, Lessee agrees and covenants to indemnify the Lessor and hold it harmless against the cost of any and all improvements on the Premises, and does hereby hold and shall hold Lessor harmless against any claims arising by reason of the construction thereof, especially including but not limiting the generality of mechanic's liens or public liability.
- 11) INSURANCE: Lessee agrees to procure and maintain a policy or policies of insurance, at Lessee's own cost and expense, insuring Lessee, with Lessor named as an additional insured, from all claims, demands or actions for injury to or death of a person, or for damage to property, in an amount of not less than one million dollars (1,000,000) and one million dollars (1,000,000) for any, (1) one occurrence one million dollars (1,000,000) and one million dollars (1,000,000) as a policy year general aggregate, with respect to products/completed operations liability, made by or on

*Handwritten signatures:*  
JMD  
KAD  
WAK JR

1/10/2012 2:52 PM

behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Lessee's business in the Leased Premises. Lessor may require, in its sole discretion, that the amount of liability insurance be increased from time to time, subject to the standard of reasonableness.

Lessee shall keep in force workers' compensation or similar insurance to the extent required by law.

It is further agreed that the Lessee is solely responsible for insuring Lessee's own furniture, fixtures and equipment to the extent Lessee deems desirable; and that this insurance, if applicable, will be carried under a separate policy and in the Lessee's name.

Prior to the sale, storage, use or giving away of alcoholic beverages on or from the Leased Premises by Lessee or any other person, Lessee, at Lessee's own expense, shall obtain a liquor liability policy or policies of insurance issued by an acceptable insurance company and in a form and amount reasonably acceptable to Lessor saving harmless and protecting Lessor and the Leased Premises against any and all damages, claims, liens, judgments, expenses and costs arising under any present or future law, statute or ordinance of the State of South Carolina or other governmental authority having jurisdiction of the Premises, by reason of any such storage, sale, use or giving away of alcoholic beverages on or from the Premises.

Lessee shall deliver copies of said policies or certificates thereof to Lessor within ten (10) days of the commencement of the term hereof. In the event Lessee's insurance hereunder is cancelled or terminated, Lessee shall cease business operations on the Demised Premises until such time as the insurance as required hereunder is in full force and effect.

- 12) **NOTICES:** All notices required to be given to Lessor hereunder shall be sent by registered or certified mail, and all rent payments shall be delivered by hand to the Town Administrator, Town of Surfside Beach, Highway 115 North, Surfside Beach, SC 29575.

All notices required to be given to Lessee shall be sent by registered or certified mail to Lessee at 150 Avenue of the Palms, Myrtle Beach, SC 29579, or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail or hand delivered to the Town Administrator at Surfside Beach Town Hall.

- 13) **DEFAULT AND TERMINATION:** If Lessee shall fail to pay any installment of rent, insurance or property taxes promptly on the day same shall become due and payable hereunder, and shall continue in such default for a period of ten (10) days after written notice thereof by Lessor, or if Lessee shall fail to promptly keep and perform any other affirmative covenants of this Lease, strictly in accordance with the terms of this Lease, and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor of default and demand of performance, then and in any such event and as often as any such event shall occur, Lessor may: (a) declare the said term ended, and enter into the said Leased Premises, or any part thereof, either with or without process of law, and expel Lessee or any person occupying the same in or upon said Premises, using such force as may be necessary, and to repossess and enjoy said Premises as in Lessor's former estate; or (b) re-let the Premises, applying said rent from the new lessee on this Lease, and the Lessee shall be responsible for no more than the balance that may be due for the balance of the lease term, should a balance exist. However, if any default shall occur, other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and Lessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to undertake efforts required to cure such default, then Lessor shall not have the right to declare the said term ended by reason of such default. Provided that should Lessor give notice of default for the same breach (i.e. payment of rent) during any calendar year, such right to notice and right to cure shall terminate.

*[Handwritten signatures and initials]*  
KAD WHT RR

1/10/2012 2:52 PM

- 14) BANKRUPTCY: The Lessee further covenants and agrees that if, at anytime, Lessee is adjudged bankrupt or insolvent under the laws of the United States or of any State, or makes a general assignment for the benefit of creditors, or if a receiver of all the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the terms of this Lease Agreement at an end and shall forthwith be entitled to immediate possession of the said Premises.
- 15) CONDEMNATION: If the Demised Premises, or any part thereof, shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, the Lessee shall have the right to terminate this Lease, in which case any unearned rent shall be refunded to it. In the event that only a portion of the Demised Premises shall be taken by condemnation or other proceedings, and the remaining part of the Premises shall be reasonably usable by the Lessee, and if the Lessee elects not to terminate this Lease, then the rent shall be abated in proportion to that part of the Demised Premises so taken, and all other conditions and provisions of this Lease Agreement shall remain in full force and effect.

Provided, however, utility easements, etc., which do not restrict the Demised Premises from parking, landscaping, etc. shall not be considered a condemnation for purposes of cancellation or rent abatement.

In any such proceedings whereby all or part of said Premises are taken, whether or not the Lessee elects to terminate this Lease, all parties shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

Any proceeds received from a condemnation of the Demised Premises shall belong to the Lessor and Lessee as their interests may appear.

- 16) SUBORDINATION/ASSIGNMENT OF LEASEHOLD: Lessee will upon written request by Lessor subordinate its rights hereunder to the lien of any bona fide mortgage given to secure a loan made to Lessor; provided, however, that such subordination shall be made only upon the expressed written condition that Lessee will not be disturbed in the use or enjoyment of the premises so long as it does not continue a default in the performance of any of its covenants hereunder according to the terms and conditions herein contained.

Lessor may at any time during the term hereby assign Lessor's interest in this Lease Agreement without consent of Lessee. Provided, however, Lessor agrees to subordinate any liens for rental, distress or otherwise on Lessee's personalty, equipment, inventory and trade fixtures (and any additions thereto and/or replacements thereof) in favor of a legal financial institution loaning money to Lessee to be used for improvements to the Demised Premises. Lessor shall not be obligated to mortgage or in any way subordinate its interest in the Demised Premises for financing obtained by Lessee.

- 17) HAZARDOUS MATERIALS: Lessee warrants that no substances or materials which are or may be governed or regulated by any governmental authority as hazardous waste, hazardous substances, pollutants or contaminants will be used on, stored on, or deposited on the leased premises. Further Lessee warrants that Lessee does not and will not engage in any activity which would involve the use of the Premises for the storage, use, treatment, transportation or disposal of any chemical, material or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority. Lessee shall, and does hereby agree to, hold harmless and indemnify Lessor from all actions, claims, liability, loss and/or damage, including reasonable attorney's fees, arising from the breach of warranties contained in this Article. These provisions shall survive the date of termination of the Lease.



- 18) COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT: Lessee shall comply with all of the applicable provisions of the Americans with Disabilities Act and shall not discriminate against anyone on the basis of disability. The facility shall be accessible to individuals with disabilities so that an individual shall have full and equal enjoyment of all goods and services if the individual does not pose a direct threat to the health or safety of others. Additionally, all alterations must be made accessible to people with disabilities to the maximum extent feasible.

In the event any claims, grievances, complaints or concerns are made to the Lessee alleging a failure to comply with the Americans with Disabilities Act, the Lessee shall immediately notify the Lessor. Lessee shall indemnify and hold harmless the Lessor from all matters relating to the Americans with Disabilities Act including any and all claims, actions, or proceedings involving the Lessor. The Lessee shall indemnify Lessor for all expenses, charges, fines, penalties, damages, judgments, attorney's fees, expert fees, witness fees, compliance costs and expenses, and any other expenses incurred by the Lessor as a result of any matters associated with the Americans with Disabilities Act.

- 19) HOLDING OVER: If the Lessee shall remain in possession of the Demised Premises, or any part thereof, after the expiration of the term of this Lease with the Lessor's acquiescence and without any agreement of the parties, the Lessee shall be only a tenant at will, and there shall be no renewal of this Lease or exercise of an option by operation of law. During such holding over period, Lessee shall pay rent (including taxes and other charges hereunder) at the highest monthly rate provided herein.
- 20) REMEDIES CUMULATIVE NON-WAIVER: No remedy herein or otherwise conferred upon or reserved to Lessor or Lessee shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Lessor or Lessee may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of Lessor or Lessee to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.
- 21) SHORT FORM LEASE: Upon the commencement of the term of this Lease, the parties hereto shall execute a memorandum or short form Lease Agreement, in recordable form, specifying the commencement and termination dates of the term hereof and including any such other provisions hereof as either party may desire to incorporate therein. Provided, however, that the expense of recordation shall be borne by the party desiring to record.
- 22) PARTIAL INVALIDITY: If any term or provision of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 23) NATURE AND EXTENT OF AGREEMENT: This Lease Agreement creates only the relationship of Lessor and Lessee between the parties herein as to the Demised Premises alone; and nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth.
- 24) AMENDMENTS: No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing, duly executed by both Lessor and Lessee herein.
- 25) GOVERNING LAWS: All questions with respect to this Lease Agreement and the rights and liabilities of the Lessor and the Lessee shall be governed by the laws of the State of South Carolina.

  
KAD WAA

1/10/2012 2:52 PM

- 26) ATTORNEY FEES: Should either party find it necessary to resort to legal action to enforce the provisions of this Lease Agreement, the unsuccessful party in such proceedings shall reimburse the successful party for all cost of such action including a reasonable attorney's fee. Lessee expressly agrees to pay to the Lessor all expenses, including a reasonable attorney's fee, incurred in procuring a late rental payment or curing any other default under this Agreement.
- 27) QUIET ENJOYMENT: Subject to the following conditions, Lessee, upon paying the rent and all sums and charges to be paid by Lessee as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by Lessor or any other persons or entities claiming any interest in the property. The Lessee understands that the pier, the entry ramp, the parking lot and the restrooms are all shared aspects of the pier.
- 28) ACCORD AND SATISFACTION: No payment by Lessee or receipt by Lessor of a lesser amount than the rent or other amounts herein stipulated shall be deemed to be other than on account of the stipulated rent and amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment thereof be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such amounts or pursue any other remedy provided in this Lease.
- 29) BINDING EFFECT: This Lease Agreement shall be binding upon and shall inure to the benefit of the Lessor and Lessee hereunder and their respective heirs, successors, assign executors and administrators.
- 30) WRITTEN AGREEMENT: This Lease shall be binding only upon the execution hereof of both Lessor and Lessee. The acceptance of rent and/or security deposit prior to such execution shall not constitute acceptance by Lessor. Any amendments hereto must also be in writing and executed by Lessor and Lessee. The lease and conditions thereof must be personally guaranteed by the principal shareholders or members of the Lessor's corporation or LLC.
- 31) PARKING: The Town reserves the right to adopt or amend parking regulations for the good of the Town without regard to the terms, conditions, rights and obligations of this lease.
- 32) PERSONAL GUARANTEE OF TENANTS MEMBERS: Each Guarantor individually and the Guarantors collectively, jointly and severally covenant and agree to personally guarantee the performance by Tenant of the terms, conditions and obligations of this Lease Agreement and have joined in the execution hereof to evidence their guarantee.

  
KAD WAA A

1/10/2012 2:52 PM

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

WITNESSES:

Debra E. Herrmann

Debra E. Herrmann

James W. Douchoff  
James W. Douchoff

Shawn Roth

Shawn Roth

LESSOR

By: James W. Douchoff  
Its: Administrator

By: [Signature]  
Its: Mayor

LESSEE:

By: Atlanta Restaurant Group  
Its: member -> Bill Howard  
Member -> Shawn Roth

GUARANTORS:

[Signature]  
Shawn Roth

Bill Howard  
Bill Howard

John  
KAD LAA SR

1/10/2012 2:52 PM

**EXHIBIT "A1"**

The Demised Premises includes an exclusive leasehold interest in and to that certain restaurant building or structure situated on the south side of the northwestern end of the Surfside Beach Pier, as depicted on the within Exhibit "A2". The building contains approximately 1,963 square feet.

The within restaurant building is situated upon the real property that is more particularly described as All and Singular, all that certain piece, parcel or lot of land situate, together with the improvements thereon, lying and being in the city of Surfside Beach- Horry County, SC and being more particularly described as TMS# 195-04-09-001, 115 HWY17 N, Lot A Block H, 11 Ocean Boulevard, Surfside Beach, SC 29575.

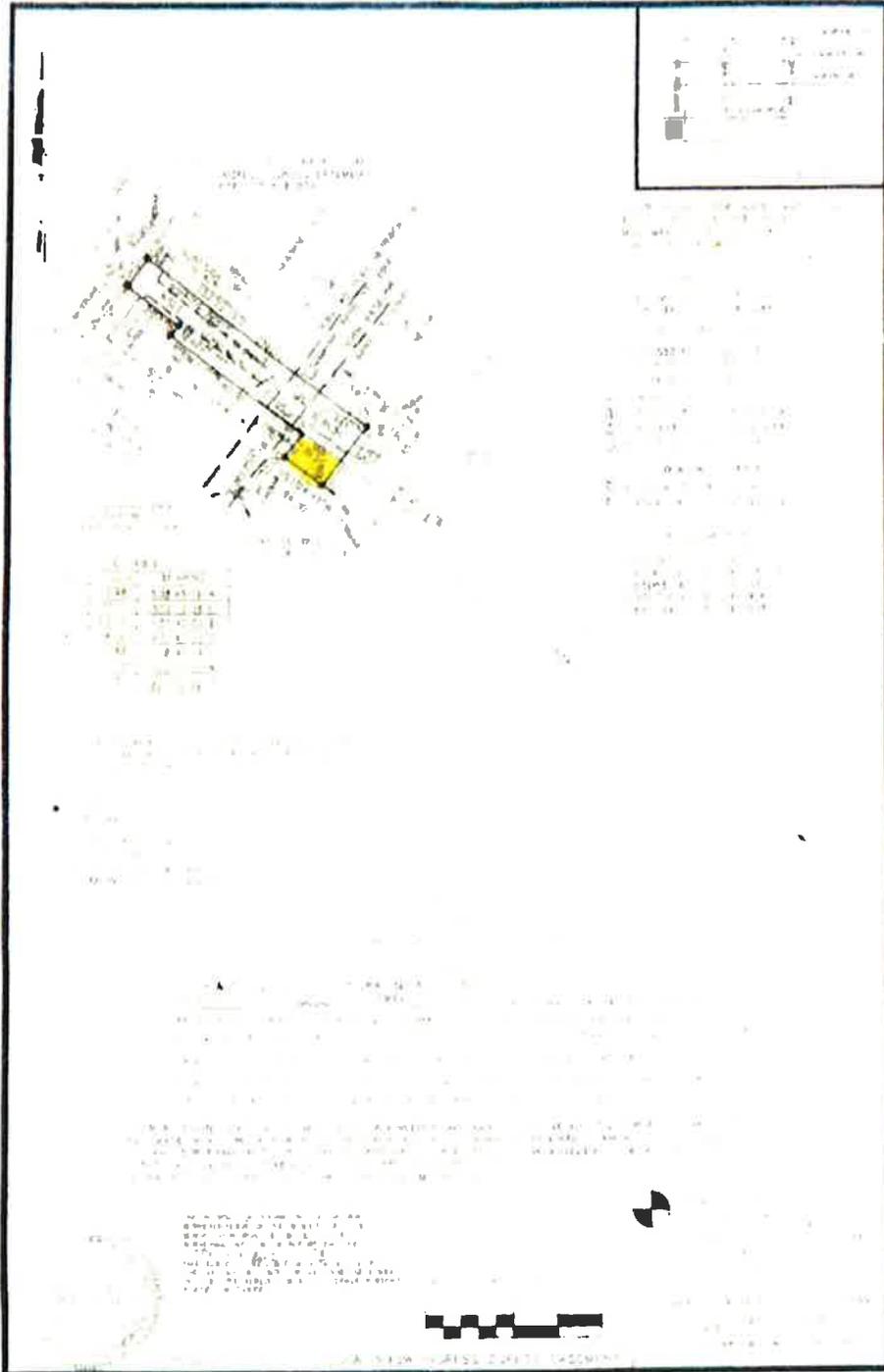
The Demised Premises also includes a non-exclusive license to utilize the walkways, ramps, stairs and parking facilities associated with the Surfside Beach Pier, which non-exclusive license is and shall remain subject to any rules and regulations adopted or amended from time to time by Landlord to regulate use of the pier amenities.

*Handwritten signature*  
KAP

*Handwritten initials*  
WAA SR

1/10/2012 2:52 PM

**EXHIBIT "A2"**



*Handwritten signature*  
KAD

*Handwritten signature*  
WAA SR

**EXHIBIT "B"**

**CAPITAL IMPROVEMENTS BY LEASEE**

The total actual cost of the structural build out (nonmoveable additions) will be named as a leasehold improvement. Leasee shall have the right to conduct required capital improvements to the property to bring the property into current code compliance, also for other improvements to roofing, HVAC, plumbing, windows, exterior decking, electrical and flooring. Leasee shall receive prorated annual credit of the total cost of the lease hold improvements over a ten (10) year term, not to exceed \$162,500 as shown in the table below. In the event that the second term extension is not enacted, the remaining annual capital improvement adjustments from years six through ten credited from lessor are then forfeited by the lessee.

Year	Dollar Amount
1	\$ 27,500
2	\$ 25,000
3	\$ 22,500
4	\$ 20,000
5	\$ 17,500
6	\$ 15,000
7	\$ 12,500
8	\$ 10,000
9	\$ 7,500
10	\$ 5,000
Total	\$ 162,500

*Handwritten signatures and initials:*  
KAD  
WAA  
SR

MAYOR  
K. Allen Deaton  
TOWN ADMINISTRATOR  
Jim Duckett  
CLERK  
Debra Herrmann



TOWN COUNCIL  
Vicki Blair  
Bob Childs  
Ann Dodge  
Mark Johnson  
Douglas F. Samples  
Rod Smith

## TOWN OF SURFSIDE BEACH

Thursday, January 12, 2012

To Whom It May Concern:

The Atlantic Restaurant Group, LLC has been made aware by the Town Administrator that there is a lawsuit pending on the Surfside Beach Pier Restaurant space.

  
\_\_\_\_\_  
Jim Duckett  
Town Administrator

  
\_\_\_\_\_  
Bill Howard  
Member, Atlantic Restaurant Group, LLC

MAYOR  
Douglas F. Samples  
INTERIM ADMINISTRATOR  
Micki Fellner  
CLERK  
Debra Herrmann



TOWN COUNCIL  
Ann Dodge  
Mark Johnson  
Mary Beth Mabry  
Rod Smith  
Randle Stevens

## TOWN OF SURFSIDE BEACH

Thursday, May 24, 2012

### Reference: Term of Lease between Atlantic Restaurant Group LLC and the Town of Surfside Beach

To Whom It May Concern:

The total term of lease between Atlantic Restaurant Group LLC and the Town of Surfside Beach for the Surfside Pier Restaurant space extends from January 16, 2012 through January 15, 2032.

Please do not hesitate to contact me should you have any further questions.

Sincerely,

Micki Fellner  
Interim Town Administrator

Attest:

Debra Herrmann, Town Clerk





U.S. Department of Justice

Civil Rights Division

TCH:RSB:LB:ZB:par

DJ 166-012-3

2012-3977

*Voting Section - NWB*

*950 Pennsylvania Avenue, NW*

*Washington, DC 20530*

August 31, 2012

Ms. Debra E. Herrmann  
Town Clerk  
115 US Highway 17 North  
Surfside Beach, South Carolina 29575-6034

Dear Ms. Herrmann:

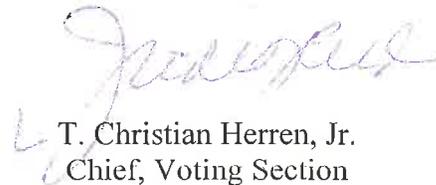
This refers to Ordinance No. 12-0716 (2012), insofar as it amends the municipal code to change the terms of office of the commissioners of the Municipal Election Commission, consolidate voting precincts and polling places for town elections only, and provide for candidate qualification and campaign finance disclosure procedures, for the Town of Surfside Beach in Horry County, South Carolina, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, 42 U.S.C. 1973c. We received your submission on July 9, 2012.

We understand that the town exercised no discretion with regard to candidate qualification and campaign finances disclosure procedures because state law governs these matters. Accordingly, no determination by the Attorney General is required of appropriate under Section 5. Procedures for the Administration of Section 5 of the Voting Rights Act of 1965, 28 C.F.R. 51.17 and 51.35.

Our analysis indicates that the change in commissioner terms of office of does not affect voting and, therefore, is not subject to the preclearance requirement of Section 5 regarding this matter. Accordingly, no determination by the Attorney General is required or appropriate under Section 5. 28 C.F.R. 51.2, 51.12, 51.13, and 51.35.

The Attorney General does not interpose any objection to the remaining specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. 28 C.F.R. 51.41

Sincerely,



T. Christian Herren, Jr.  
Chief, Voting Section

 The Department of Justice approved Ordinance #12-0716 that amended the town's election ordinances. DH





powered  
[ PHP ] +  
[ MySQL ]

## phplist - view a message

good morning Surfside Beach Info

logout

English

[back to the list of messages](#)  
[Send this message to a different list](#)

[edit this message](#)

phplist |  
logout  
  
main page  
help  
about  

---

lists  
send a me:  
manage us  
messages  

---

process qu  

---

hello world  
mozilla sid

id	48
subject	PUBLIC NOTICE - 09/10/2012 TOWN COUNCIL MEETING
from field	Surfside Beach Info mailinglist@surfsidebeach.org
to field	
reply to	
message	<p>The September 10<sup>th</sup>, Town Council meeting agenda and supporting documents are attached, and are also published at <a href="http://www.surfsidebeach.org/agenda-2012.html">http://www.surfsidebeach.org/agenda-2012.html</a>; a printed copy is available in the town clerk's office for public inspection prior to the meeting.</p> <p>NOTE: THE MEETING IS <b>MONDAY, SEPTEMBER 10TH</b> instead of the regular meeting day on Tuesday. Town Council approved the change to accommodate travel for staff to attend school.</p> <p>The public is invited to attend all meetings. Time is allotted at all regular meetings for public comments on agenda items and general comments.</p> <p>This transmission is pursuant to the Freedom of Information Act §30-4-80.</p> <p><i>If you cannot open the attachments, please choose the "<b>PREFERENCES</b>" link below and check the "HTML" box when the screen opens. This should correct the problem for future publications.</i></p>
textmessage	
footer	-- If you do not want to receive any more newsletters, click "UNSUBSCRIBE" [UNSUBSCRIBE] To update your preferences or to unsubscribe, please click "PREFERENCES" [PREFERENCES] To forward a message to someone, please click "FORWARD" [FORWARD]
entered	2012-09-07 10:58:25
modified	2012-09-07 12:16:44
embargo	2012-09-07 10:58:00
repairinterval	0
repeatuntil	2012-09-07 10:58:25
status	sent
userselection	
sent	2012-09-07 12:16:44
htmlformatted	1

sendformat	HTML
template	0
processed	553
as text	534
as html	19
as pdf	0
as text and pdf	0
viewed	0
bounce count	0
send start	2012-09-07 11:30:49
RSS template	
owner	3
<b>Attachments for this message</b>	
Filename:	09102012_tc_agenda.pdf
Size:	61Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_4_08282012_draft_minutes.pdf
Size:	514Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_6ci_building_report.pdf
Size:	785Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_6cii_police_report.pdf
Size:	507Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_6ciii_fire_report.pdf
Size:	153Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_7a_ord_12_0726_one_time_contractor_fee.pdf
Size:	214Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_7b_ord_12_0727_golf_cart_advisory_placard.pdf
Size:	750Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_7c_ord_12_0728_max_weed_heights.pdf
Size:	107Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_7d_res_12_127_hall_of_fame.pdf

Size:	271Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_7e_golf_cart_savenger_hunt.pdf
Size:	244Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_7g_committee_appointments.pdf
Size:	101Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_8b_res_00_012_supporting_burgess.pdf
Size:	81Kb
Mime Type:	application/pdf
Description:	
Filename:	09102012_tc_agenda_8c_res_12_112_request_status_southern_evacuation_lifeline.pdf
Size:	283Kb
Mime Type:	application/pdf
Description:	
Lists this message has been sent to:	
3	Surfside

Send this (same) message to (a) new list(s):

- Media, Agenda Distribution (List is not Active)

**Resend**

**AREA MEETINGS**

**Monday**

➤ **Horry County Board of Education**

**When** | 6 p.m.

**Where** | district office, 335 Four Mile Road, Conway

**Topic** | district wide facilities committee update, consideration of approval of land transactions

➤ **Surfside Beach parking committee**

**When** | 1 p.m.

**Where** | Council Chambers, Town Hall, 115 U.S. 17 North

**Topic** | no agenda

➤ **Surfside Beach Town Council**

**When** | 6:30 p.m.

**Where** | Council Chambers, Town Hall, 115 U.S. 17 North

**Topic** | golf cart decals, property code ordinance regulating maximum weed heights, pier upgrades presentation

**Wednesday**

➤ **Surfside Beach Town Council meeting**

**When** | 6 p.m.

**Where** | Council Chambers, Town Hall, 115 U.S. 17 North

**Topic** | contract negotiation to be discussed in executive session

*Sun News  
9/10/12*