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

The first Town Council Meeting in February will be held
TUESDAY, FEBRUARY 5th
so Town Councilmembers may attend
Municipal Association events in Columbia on February 12 and 13.

TOWN COUNCIL REGULAR MEETING
Council Chambers
Tuesday, January 22, 2013 ◆ 6:30 p.m.

A G E N D A

1. **CALL TO ORDER** – Mayor Douglas F. Samples

2. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Pastor Jay Thornell
Grand Strand Church of Christ

3. **AGENDA APPROVAL**

4. **MINUTES APPROVAL** –
   A. Special Meeting December 4, 2012
   B. Special Meeting December 14, 2012
   C. Regular Meeting January 8, 2013

5. **PUBLIC COMMENTS** – 3-minutes per speaker

6. **COMMUNICATIONS**
   A. Employee Recognition - Lynn Frick, 5-Year Service Award
   B. Department Reports
      i. Finance
      ii. Recreation
      iii. Public Works
   C. Administrator's Report – Update on Current Events

7. **BUSINESS**
   A. Second Reading Ordinance #12-0734 to amend §7-12 Sanitation Service Charges and to add §7-37(g) Electronic Waste Prohibition, Public Works Director Adair
   B. First Reading Ordinance #12-0725 to amend §6-27 Trustees of the Firemen's Insurance & Inspection Fund, Administrator Fellner
   C. First Reading Ordinance #13-0736 Lasers Pointing Devices (per consensus at 01/08/13 meeting) Councilmember Dodge
   D. First Reading Ordinance #13-0737, Repeal Appendix A, Article V, Beach Services, Divisions 1, 2, 3, 4, and 5, and Adopt Appendix A, Article V, Division 1, Beach Services

E. K-9 Unit Decision Paper, Interim Police Chief Keziah
F. Pier Bid Award, Administrator Fellner
G. Surfside Sports Youth Association, Inc., Attorney Moss and President Seman
H. Committee Appointments – Construction Board of Adjustment and Appeals (5 Vacancies), Bill Trail, Ralph Magliette

8. **DISCUSSION** – Any matters of concern or information to be discussed by Town Council.

A. Road Signage on Ocean Boulevard, Mayor Pro Tempore Mabry
B. Floating Docks, Councilmember Smith

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

10. **COUNCIL COMMENTS**

11. **ADJOURNMENT**

SURFSIDE BEACH TOWN COUNCIL SPECIAL MEETING MINUTES
DECEMBER 4, 2012• 10:00 A.M.
THE GRAND THEATRE, 301 HIGHWAY 17 SOUTH, SURFSIDE BEACH, SC

1. **CALL TO ORDER.**

Mayor Samples called the meeting to order at 10:00 a.m. Mayor Samples, Mayor Pro Tempore Mabry, and Councilmembers Dodge, Kohlmann, Smith and Stevens were in attendance. Councilmember Johnson was out of town on business. A quorum was present. Staff present: Administrator Fellner, Treasurer Hursey, and Interim Police Chief Keziah. Parking Committee Members present: Chairman Harry Kohlmann, secretary Shore, Goff, T. Dodge, Ard, and Saunders. Also present: Town Clerk Herrmann.

2. **PUBLIC COMMENTS – AGENDA ITEMS.**

There were no public comments.

3. **BUSINESS.**

A. Presentation by Lanier Parking regarding the logistical and financial aspects of outsourcing the parking function.

Representatives from Lanier Parking Logistics presented a slide presentation, a copy of which is on file, explaining that Lanier would only accept the contract if the town purchased all new equipment, including auditable meters that report daily revenue received. The digital pay stations are equipped with a screen much like a computer monitor on which messages can be published, i.e. rates, upcoming events, etc. Pay stations accept payment by coins, cash, credit cards, and cell phones. Credit card and cell phone payments are real time transactions. Lanier has never had a case of fraud as a result of these payment types. The City of Myrtle Beach receives approximately 38-percent of its revenue through credit card and cell phone payments. Meters have locked cash/coin boxes that cannot be opened in the field by Lanier's staff. At the end of the first year, information can be developed about parking space usage and revenues received. The new digital pay stations have warranties, and are being successfully used up and down the coast. There is a one year warranty on parts and labor. Lanier has extra parts inventory in stock. Technicians are trained to make repairs as needed. In most cases, the digital machines will report the malfunction type, and even send notices if the machine is being tampered with. When the part is not available, it usually can be delivered the next day. Parts are also traded between various accounts. Citation processing compliance is the objective. If you don't pay the meter to park, you pay for a ticket. The more consistent enforcement is, the better it is for the town. An enforcement reputation is established and more parking meter revenue is generated. Paying by cell phone allows the individual to receive an email notice that the meter time is about to expire, and the user can add additional time from the phone without going back to the meter. Computerized citations are done through DMV for in-state and out-of-state tickets. Pictures are taken when citations are issued to document the offense, which are used to adjudicate the citations. Tickets can be paid on Lanier's website, and adjudication can be done online. Lanier recommends buying 5 pay stations and 64 meters now, because existing equipment has passed its useful life. Lanier recommends using a 20-percent increase for budgeting purposes with new equipment; however, the actual increase is more likely to be between 30- to 35-percent. In 2012, gross collected was $166,000; 2012 19.72-percent new gross of over is $207,000 expected. A conservative projection on meters only replacing one-half of the capital equipment (5 pay stations and 64 meters) is an overall 10.46-percent increase in meter revenue per year. Replacing 100-percent of the equipment (9 pay stations and 110 meters) would create an overall increase of 19.72-percent in meter revenue. Estimated investment for new equipment is $156,970, which is outlined in the PowerPoint presentation. Town Council would need to decide whether to use the boot system. Lanier recommends using boots, because they are visible and deter others from failing to pay. The suggested practice is to use boots for

habitual offenders; those with three or more outstanding tickets. Lanier has existing contracts with Horry County and the City of Myrtle Beach; therefore, it can contract with the town and use existing staff to oversee the operations. The recommendation was to prepare the budget with a $695 per month expenditure management fee, which totals $8,340 per year. The monthly fee is due regardless of whether meters are operational.

Ms. Kohlmann asked whether the credit card payments were secure and how many thefts had occurred as a result of them being used to pay parking fees. Ms. Loomis said payments are processed in real-time; there is no paper. The machines are PCI compliant and encoded. Ms. Kohlmann said that nearby areas that are being used to park free should be monitored to move those individuals into paid parking spaces. Staff will need to enforce the no parking areas. Mr. Scott said Lanier could do as much or little as Town Council desired insofar as parking enforcement.

Mayor Samples said two categories of parking were identified. Visitors park on Ocean Boulevard and back on Dogwood and other side streets during the season, which was an issue and of concern to him. He asked how the town could enforce parking in those areas where visitors use side streets for free parking. Mr. Scott said Lanier does not budget staff or add labor for a person and possibly a car to cover additional spaces. The costs stated were based on the existing lots. Mr. Scott said there were multiple ways to manage parking: time zone enforcement; reduced rates for longer time periods; different rates for less desirable locations, etc. Residential passes also should be considered.

Mr. Ard asked how long it would take to repair broken machines. Mr. Scott said most machines report the fault, and technicians usually have the parts on hand or delivered overnight. Sometimes, parts are borrowed from other cities.

Mr. Curtis asked where mechanics were based. Mr. Scott said staff is located in Myrtle Beach.

Mr. Stevens asked how residential golf cart owners and rental units that offer golf carts as amenities would be handled. Ms. Loomis said Lanier treats Department of Transportation (DOT) certified golf carts just like vehicles. Tickets are issued to the person in possession for rental carts. If a golf cart is not DOT certified, then a citation cannot be issued. Town Council will need to decide whether golf carts will follow the same rules as other vehicles.

Ms. Kohlmann asked whether a ticket could be issued based on the town issued decal.

Mayor Samples said golf cart parking is different in town than it is in Horry County and Myrtle Beach. There are a higher number of golf carts in town, which is part of the larger parking issue.

Mr. Stevens said there are no pay stations at beach accesses and asked if pay stations could be used in those areas. Mr. Scott said Lanier would work with the town and actually lay out parking spaces and draw lines that typically last a season. Again, it is up to Town Council to decide.

Ms. Fellner asked which wireless carrier was used. Ms. Loomis said AT&T. Mr. Scott said Lanier would contract with whichever carrier the town needed. Lanier will also make recommendations on parking laws and ordinances, and actually review and make suggestions on the town's current ordinances.

Mayor Samples said the town's parking committee had invested its time and effort on this matter for a number of months. There were a number of items at various stages of completion that the parking committee has to address. He believed the parking committee was the best place to start in terms of detailing issues, and that the issued could be condensed for further discussion and presentation to Town Council.

Ms. Kohlmann suggested that the information be provided about current manpower costs, how many summonses were issued, equipment status, and the enforcement areas be identified.

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Mr. Stevens also wanted to know how long machines were out of service, because, he said, if the machines weren't collecting money, the town was losing money.

Mr. Smith suggested focusing on what Lanier could do in the paid parking lots, saying that should be the area to concentrate on as that was where the money was paid.

Ms. Mabry agreed with Mr. Smith saying reviews should be done for the last few years and recommendations brought forward by the parking committee to increase revenue over time.

Ms. Dodge said this was not an issue on which to act quickly. She would like the parking committee to meet, and also involve citizens to get their insights on directions to follow.

Mr. Scott said he would need direction, because the time line to purchase parking equipment is 60-days and he recommended installation by March in preparation for the upcoming summer season.

Mayor Samples said Town Council needs to move swiftly, but first must agree to enter the contract. He reiterated that the scope of work should be narrowed and the parking committee has a larger charter; it must consider much more than just metered lots. He asked if Town Council agreed with sending the Lanier recommendation to the parking committee. **COUNCIL CONCURRED.**

B. Bid package for Surfside Pier ADA Enhancement and proposed upgrades.

Ms. Fellner said the bid package was not completed.

Mayor Samples said time was of the essence, and said OCRM (Office of Coastal Resource Management) had approved the town's permit. The plan was that the bid package would be completed by the time that approval was received. He was not sure whether the engineer had reviewed the specification package.

Ms. Fellner wanted to be sure Town Council was fully informed and asked if she should send the bid package Town Council once it was completed. **COUNCIL CONCURRED.**

Mr. Smith said it was important for the engineer to review the package.

Councilmembers were asked to contact Ms. Fellner with any questions or comments prior to the next council meeting.

Mr. Smith asked if there was a completion date and whether any provisions were included for a penalty if the completion date was not met. Ms. Fellner said the package includes a provision for a completion date and liquidated damages.

D. HGTC Approval "Partnership."

Ms. Fellner asked if Town Council would agree to partner with Horry Georgetown Technical College to allow its students to design signage for the town. There is no commitment to use the designs, but a partnership allows students to gain experience and sometimes their work is very good. Mr. Stevens supported the partnership saying a design he developed when he was in school was actually used by the City of North Myrtle Beach. **COUNCIL CONCURRED.**

4. **ADJOURNMENT.**

Mayor Samples announced there would be a public meeting by the South Carolina Department of Transportation at Socastee High School on Monday, December 10th to hear comments about the Carolina Bays Parkway project and the widening of Highway 707. He encouraged everyone to attend.

Mr. Smith moved to adjourn the meeting at 11:22 a.m. Ms. Mabry seconded. All voted in favor. **MOTION CARRIED.**

Respectfully submitted,

Debra E. Herrmann, CMC, Town Clerk

Approved: January 22, 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

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SURFSIDE BEACH TOWN COUNCIL
SPECIAL COUNCIL MEETING MINUTES
DECEMBER 14, 2012◆ 10:00 A.M.
SURFSIDE BEACH FIRE STATION CONFERENCE ROOM

1. **CALL TO ORDER.**

Mayor Samples called the meeting to order at 10:00 a.m. Mayor Samples, Mayor Pro Tempore Mabry, and Councilmembers Dodge, Kohlmann, Smith and Stevens were in attendance. Councilmember Johnson was out of town on business. A quorum was present. Staff present: Administrator Fellner, Treasurer Hursey, and Interim Police Chief Keziah. Parking Committee Members present: Chairman Harry Kohlmann, Secretary Shore, Goff, T. Dodge, Ard, and Saunders. Also present: Town Clerk Herrmann.

Parking committee member Maruca was in the hospital. Mayor Samples wished him a speedy recovery.

Mayor Samples announced that the South Carolina Department of Transportation approved the repaving grant that was submitted by the town. Ms. Fellner has the grant for review.

2. **PUBLIC COMMENTS – AGENDA ITEMS**

There were no public comments.

3. **BUSINESS.**

Surfside Beach Parking Committee recommendations concerning the proposal presented by Lanier Parking Solutions.

Ms. Fellner said she had met with the parking committee and invited Mr. Kohlmann to address Town Council.

Chairman Kohlmann said there are many facets to parking. The committee believes the town needs to purchase new pay stations and meters. The existing equipment is between 7 and 10 years old and has passed life expectancy. Maintenance is costly; machines frequently break down; parts are difficult to locate, and take too long to arrive. Some existing equipment only accepts bills and coins for payment. As a result, the town is losing a lot of money. Improvements are needed. Revenues decreased from pay parking and enforcement around $22,000 for the last fiscal year; $26,487 was lost from two years ago. There is a need for better enforcement to insure revenue is made from the meters. Some on staff have speculated that because of better signage fines are lower. If that were true, revenue would have increased. People are parking free when parking stations are broken, and staff speculated that fines are not issued when pay stations are broken. That is partially true. This season one or two pay stations were down for a long time. Fines dropped around $50,000 from fiscal year 2010 to fiscal year 2011. The number of parking enforcement agents was reduced from three to one, and he believed that might have impacted revenue. The parking committee believes the town should outsource the parking function. The committee believes the town cannot manage it and is losing too much money.

Chairman Kohlmann said Lanier Parking Solutions is a proven company that provides services for several towns and Horry County; the pay stations proposed have lower maintenance and Lanier insures calibration and that they are in service by checking multiple times daily; its staff collects all revenue; it provides auditing and servicing reports for each collection cycle; deposits money, and enforces violations. Lanier's staff provides maintenance based on automatic meter-reported problems; collects tickets, manages customer complaints, and takes the burden off the town for ticket adjudication.

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Lanier will supply change to area businesses, if requested. Lanier will also have daily bookkeeping and reports for the town. There are currently nine pay stations and 110 meters that will accept bills, coins, credit cards, and pay-by-phone. Lanier suggested, and the parking committee agrees, that some parking areas do not have high use. The recommendation from the parking committee is to purchase everything Lanier says the town needs.

Mayor Samples thanked him and said he appreciated the parking committee's work put into this recommendation. He said the Lanier offer is predicated on the town purchasing new equipment, and the recommendation from the parking committee is to purchase eight or nine pay stations and to upgrade 110 meters.

Ms. Fellner asked if Town Council would consider placing meters along Ocean Boulevard at this same time so all the meters would be located in all parking compliant places. The parking committee believes there are 235 possible parking places. She has not had time to confirm that number. The parking fund has $117,500 remaining that could be used to pay for new meters. That number may be reduced, because double-meters could be used in some locations. Based on a 270-day season, if $1.85/day is received in each meter it would pay for the meters in one season. Using a 90-day season, $5/day would cover the cost. In any event, meters should pay for themselves no later than the second year. Ms. Fellner believed it was important to install meters along Ocean Boulevard, because as long as visitors can park there free, they would. Additional meters would maximize revenue for the town; also help with safety issues, and this would be a good time to add more meters.

Ms. Kohlmann asked if the original proposal to only use pay stations and meters, and not include the boulevard now, could the boulevard be added in the future. Ms. Fellner said it could, but the town would lose revenue, because people will park for free instead of metered spaces. Ms. Fellner noted that she added "from the dune line" where they would meter from the dune line to Dogwood. That was added so that if at some future time, the town might choose to meter some of the side streets. The contract includes a provision that states that we could tell Lanier simply by email, or other means of writing where there is a paper trail, that we do not wish for this season to enforce anything other than Ocean Boulevard and paid parking lots. That would limit the scope of what they were doing and define it for everyone so that they know exactly where they are supposed to be and exactly what they're supposed to be doing.

Mayor Samples said the best time to leverage a contract is before it is awarded. Once the contract is in place, we are in sole source negotiations and then that puts us in a weaker position to change the contract. He thinks Ms. Fellner's suggestion to at least have language in the contract addressing future needs that Mr. Dicks listed in his presentation indicated that those people in R-3 are still going to try to park free. This would give the town a means to address that issue quickly. Ms. Fellner said that the reason that Lanier is considered a sole source without bidding is that the contract falls under professional services. The attorney opined that this qualifies and falls under professional services because of the scope of work to be performed.

Mr. Smith asked if there were 235 parking spaces on Ocean Boulevard and how they would be identified. Ms. Fellner said the spaces would be metered and marked with a spray paint-type substance that would last through the whole summer in grassy areas. Mr. Smith said the spaces would be marked so people would understand that it is a parking space. Ms. Fellner said signage would be placed stating parking only in metered areas so there would be no confusion as to where parking is allowed, and it will be easy to communicate to the public. Mr. Smith liked the idea very much, but was concerned about areas where there ditches and swales that might need grading to make them more conducive to parking. Ms. Fellner said that might need to be done. Out of the 235 spaces identified, it might make more sense to plant a palm bed. This recommendation is not perfect; 235 was the number the parking committee measured and identified, which she felt was a pretty good starting number. Mr. Smith was more concerned with safety and proper grading, rather than an actual number. Ms. Fellner said the public works department will handle installation. Mr. Smith asked if funds were appropriated in next year's budget for landscaping and signage. Ms. Fellner said funds would be included, as they are every year for Ocean Boulevard. She estimated that about $25,000 would be sufficient. There is $358,000 available in

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hospitality funds in the land purchase and parking expenditures line item. Funds are available, but a budget amendment would be necessary because machines have to be ordered, arrange for installation, etc. Mr. Smith liked very much the idea of metering spaces on Ocean Boulevard, but he wanted to make sure it was done properly and graded to be safe to park.

Ms. Dodge commended Ms. Fellner and the parking committee who spent hours and hours on this project. Their time is appreciated.

Mr. Stevens liked Ms. Fellner's recommendations that the town go ahead and put parking on Ocean Boulevard as that will definitely help revenue for the town and give people places to park legally. He commended the work done by the parking committee. They have actually met 15 times since August. That's three times a month. They've met almost as much as town council.

Mayor Samples pointed out that this would be an unbudgeted expenditure that council would have to formally authorize in order to execute a contract. The primary expenditure is $160,000 to replace the nine pay stations, and the 110 parking meters. We do have the money in the town's fund balance. He believed it would be appropriate for council to authorize the expenditure of the $160,000 plus in conjunction with negotiations of a contract with Lanier, they both have to be done since Lanier's proposal is predicated on the town purchasing new equipment.

Mr. Smith moved that the town administrator be authorized to spend $160,000 and begin negotiating the parking contract with Lanier. Ms. Dodge seconded. **All voted in favor. MOTION CARRIED.**

Mr. Smith moved to authorize the town administrator to purchase for additional spaces on Ocean Boulevard expend up to $117,500 directing the town administrator to price meters for Ocean Boulevard for parking along Ocean Boulevard. Ms. Dodge seconded.

Mayor Samples asked for clarification purposes was the amount $170,000 or $117,000. Ms. Fellner said $117,500, and an actual amount would be presented to council when the number of spaces is determined and the meter configuration is completed.

The motion was withdrawn by Mr. Smith and Ms. Dodge after additional discussion, the following motion was offered:

Mr. Smith moved to authorize the town administrator to purchase parking meters for additional spaces on Ocean Boulevard not to exceed $117,000, and that the town administrator will report to council the actual number when it is available. Ms. Dodge seconded. **All voted in favor. MOTION CARRIED.**

Mayor Samples believed there was a recommendation coming from the Keep Surfside Beach Beautiful committee that in lieu of a proliferation of signs that indicate no parking, that the areas be landscaped where parking is not allowed. He had spoken with Mr. Adair who believed the landscaping could be installed for about $25,000. In the long run, he believed landscaping would attract more tourists and visitors, and help drive up the rates for our small businesses. He asked members to expect to hear more about non-budgeted expenditures. It this is going to be done, it should be done well. The object is not to collect a bunch of fines. Part of the reason revenues were up is that there was a period of time under two mayors ago where the town did not attempt to collect fines for parking tickets. As a result, there were some years when administrations did not pursue collections and caused revenue to be low. It's possible that some of the current data is residuals of those times.

Ms. Fellner asked whether council wanted to use the boot system. She personally did not like that provision in the contract.

Mr. Smith said no.

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Ms. Dodge asked when boots would be used. Ms. Fellner said for habitual offenders that failed to pay a number of outstanding tickets.

Ms. Kohlmann asked if she would be comfortable using boots if there was a number of offenses attached to its use. Ms. Fellner preferred to wait until the end of the first year to determine if there are issues with fine collection. There have never been more than two pages of unresolved tickets through debt setoff in any one year. She did not believe it would be an issue.

Ms. Dodge said that was a good explanation and agreed with holding off until it is determined a problem exist.

Mr. Smith agreed. Most people are not here long enough to make booting effective. Mayor Samples asked if the language could be left in the contract and instruct Lanier that the first year the town wants them to collect information. Ms. Fellner said that would achieve the same purpose and she believed Lanier would be amenable to that.

Mr. Smith asked if Lanier would issue parking tickets. Ms. Fellner said the police officers issue tickets, and offenders would go through our court system.

Ms. Fellner said there is some question as to where Lanier staff would operate. She suggested using Floral Clubhouse where a partition could be constructed so Lanier would two rooms, one of which for counting money. Doing so would allow Lanier staff to use the same golf cart used by previous meter staff, and there would be no recurring annual fee of $1,441 for rent. The parking committee considered that solution and believed it was a good idea.

Mr. Smith asked if there is sufficient room at Floral. Ms. Fellner would check with Lanier, but based on the initial criteria presented, she believed there was. There are no tenants in that clubhouse that pay rent; they are all nonprofits. All of those groups have agreements that they will vacate if the town needs to use the property. Mr. Smith asked if others could still use the property. Ms. Fellner said no, the building would have to be secure. An alternative property would be renting a place on Scipio Lane, which is farther for residents and tourists to travel. This building would be an easy place to go in town. Mr. Smith asked what kind of vehicle has to be provided. Ms. Fellner said if they are going to Scipio, they would need a truck or car; in town they could use the parking enforcement golf cart.

Mayor Samples asked Ms. Fellner to make sure that the golf cart would be sufficient.

Mr. Smith asked if residential parking permits would still be issued by town hall. Ms. Fellner said that would have to be worked out with Lanier. Because Surfside addresses are so confusing, she believed it would be better for town hall to issue those permits.

Mayor Samples asked for consensus for Lanier to use the Floral Clubhouse. **COUNCIL CONCURRED.** Mayor Samples said staff should move forward as soon as possible.

Ms. Fellner said to clear up any misunderstanding about how special meetings are called, when a councilmember wants to call a special meeting, he or she should contact the town clerk who will then contact the mayor, who will call the special meeting. If the mayor does not wish to call the special meeting, then each councilmember will be contacted to determine whether they want the meeting to take place. If that is the case, a written request will be prepared for councilmembers' signatures, and it will probably be delivered by a police officer for signature. Once that is received back in the clerk's office with at least four members' signatures, the meeting will be scheduled. A special meeting request should always go to the clerk.

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4. **ADJOURNMENT.**

Mr. Smith moved to adjourn the meeting at 10:46 a.m. Ms. Dodge seconded. All voted in favor. **MOTION CARRIED.**

Respectfully submitted,

Debra E. Herrmann, CMC, Town Clerk

Approved: January 22, 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

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SURFSIDE BEACH TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
JANUARY 8, 2013◆ 6:30 P.M.
JOURNEY CHURCH, 301 HIGHWAY 17 SOUTH, SURFSIDE BEACH

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. Others present: Town Administrator Fellner; Interim Police Chief Keziah, and Acting Fire Chief Cimini; Public Works Director Adair, and Town Clerk Herrmann.

Clerk's note: This meeting was held at Journey Church, formerly known as The Grand Theatre, 301 South Kings Highway, Surfside Beach. The Journey Church staff prepared a digital recording which is on file in the clerk's office.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Reverend Tom Wallace, Journey Church, gave the invocation. Mayor Samples led the Pledge of Allegiance.

3. AGENDA APPROVAL.

Mayor Samples: "Moving along, or I'm gonna try to start saying the next item on the agenda is agenda approval."

Mr. Smith: "Mr. Mayor, I move that we approve the agenda."

Mayor Samples: "There is a motion. Can I get a second?"

Ms. Dodge: "Second."

Mayor Samples: "There is a second. All in favor say aye."

All Members: "Aye."

Mayor Samples: "Opposed? The agenda is approved."

4. MINUTES APPROVAL.

Mayor Samples: "The next item would be minutes approval for the regular meeting December 10th, 2012."

Ms. Kohlmann: "Mr. Mayor."

Mayor Samples: "Ms. Kohlmann."

Ms. Kohlmann: "I'd just like to make a scriber's correction on page number 9 of 33, line 450."

Mayor Samples: "So noted."

Ms. Kohlmann: "'The current line says 'Be afraid the trespass program is being prevented.' Replace it with 'I think it is a great, I think it is great the trespass program is being presented.'"

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Mayor Samples: "That correction is noted and will be made. Can I get a motion to approve the, a [sic] amended or changed minutes."

Ms. Kohlmann: "Mr. Mayor."

Mayor Samples: "Ms. Kohlmann."

Ms. Kohlmann: "I make a motion to approve the minutes of the regular meeting of December 10th, 2012 with the correction."

Mayor Samples: "There is a motion."

Ms. Dodge: "Second."

Mayor Samples: "There is a second. All in favor say aye."

All Members: "Aye."

Mayor Samples: "The minutes are adopted."

Ms. Herrmann: "Mr. Mayor. Excuse me, Mr. Mayor."

Mayor Samples: "Yes."

Ms. Herrmann: "For the record, will you please cite who seconds, because the, the voiced second will not pick up unless the microphone is used."

Mayor Samples: "I'll try to remember to do it. It was Miss, Ms. Dodge, Mrs. Dodge."

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

Mayor Samples: "And now we enter the public comments period for agenda items only. Any speaker has three minutes to speak and must identify who you are, where you live, and three minutes to speak on an agenda item. Seeing none; hearing none, we will move to communications. We'll have department reports. Ms. Fellner."

6. **COMMUNICATIONS.**

A. Department Reports

i. Planning, Building, & Zoning.

Ms. Fellner: "I'm actually gonna be report...can you hear me? I'm actually gonna be reporting on the, a, for Sabrina Morris. She is, unfortunately, she's been diagnosed with pneumonia today, and a, she will be out of work probably the rest of the week. So for planning, building and zoning, staff issued one new residential permit in December for 312 North Oak Drive. A total of 60 permits were issued in December and 69 building inspections were made, as well 18 tree inspections. Sixteen sets of plans were reviewed or re-reviewed after corrections were made and resubmitted, and 40 business licenses were also issued in December. The department also welcomed a new employee, Sean Boysel, who has filled the position of permitting technician. That completes my report."

Mayor Samples: "Any questions concerning planning, building and zoning."

Mr. Smith: "Mr. Mayor."

Mayor Samples: "Councilman Smith."

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Mr. Smith: "Ms. Fellner, this was a short report. In previous months we got a long report with a lot of detail, including the dollars and so forth. Would we please continue all the information?"

Ms. Fellner: "Yes, sir."

Mr. Smith: "Thank you."

Mayor Samples: "Any other questions or comments? Let's move to our next department report, which is the police department report."

Clerk's Note: A copy of the written report is on file.

ii. Police.

Mayor Samples: "Chief Keziah."

Chief Keziah: "Good evening citizens, council, Mr. Mayor. I have submitted a copy of the report. You should have it, details I'm gonna (**) highlights of it. Was a little bit busier month, the last month with the holidays. I think we've had a flu pandemic running through our department also, so staffing has been a challenge for us this month. Service calls were up 14-percent from last month, and our arrests and criminal charges were up 13-percent from the same period of last year. We've also detailed some of the end of the year reports. I would like to make note that starting with the next monthly report, we're gonna try to revamp them, our reporting system to a kind of break some numbers down just a little bit. We've had an upgrade to our CAD (Computer Aided Design) system, our dispatch system, where we will be able to, to pull out some of the miscellaneous that we're reporting and show you exactly what those calls for service were, were with that upgrade. So, that's what we're looking to a, kind a see a different type of report when it comes out for January. It will be a good time to start that. As far as staffing, we have a hired a new officer, a sergeant from Fort Lawn, South Carolina. He started with us and he'll be out on the road probably within the next two weeks. He brings 5-years of experience, and a lot of the same certifications that we use that we can use to our advantage. We've also hired a dispatcher. We transferred a part-time dispatcher that we had over to a full-time slot, which is a dispatcher from Horry County. She's been with them for 7-years, so she brings a lot of 9-1-1 experience over to [sic] her, with her also, and you'll be happy to know Nicole starts her academy date on February the 17th, so she'll get to spend Valentine's with her husband and then she'll be gone. We still have one position that's vacant in our communications center, and we're holding final interviews tomorrow. So hopefully, we'll have a job offer out by the end of the week for that position. In our training section, we completed our bi-annual firearms qualifications in Georgetown, which all officers were qualified on the handgun, the rifle, shotgun, and any backup and off-duty weapons that they are (**) to carry. I would like to point out for the yearly status for our Marshall Service Task Force with Sergeant Bailey, 352 Surfside Beach warrants were served through the task force through their assistance, and we brought in almost $90,000 in fines and revenues just from those failure-to-appear warrants that were served. Renovations, we're finishing up tomorrow with the carpet and Thursday with the furniture. So after it get's cleaned back up, you guys are welcome to come by and take a look at what we've done with a minimal amount of money, and I'll entertain any questions you have."

Mayor Samples: "Any, a, questions or comments? Chief, we had an incident that I just recently became aware of involving one of our firearms, I understand, at the range."

Chief Keziah: "That is correct."

Mayor Samples: "I know we're gonna talk about it later, but I, why don't you bring us up to speed."

Chief Keziah: "We had an incident during our annual hand gun qualifications, for that, the officers, they stepped straight on the firing line and do the practice qualification round, and in the practice

qualification round, the first two rounds that were fired by one of our officers was a, a two rounds and then the gun absolutely malfunctioned and froze to where it had to be repaired, and it took about two days to find out what part was broken, back and forth with the factory to get the parts and get the gun repaired. After they researched the serial number, they found out the gun was almost 13 years old. So, we'll be talking about this a little bit later. I, I am gonna be requesting to be able to re-outfit everyone with, with a new gun of the same type, same caliber that we carry now, so they'll be no, no extra ammo. There'll be no more qualification rounds. We'll have three shots, since we're going with the same caliber gun, the same weapon. There'll be no holsters to be bought, no extra duty gear or anything. The only thing that the new guns will do is provide everybody with a brand new weapon, and that we can get on a replacement program to keep this from happening again."

Mayor Samples: "Thank you. Any questions, follow up for the Chief? Thank you very much. The next report, department report is the fire department. Chief."

Clerk's Note: A copy of the written report is on file.

iii. <u>Fire.</u>

Chief Cimini: "Good evening everyone, Council. The fire department has submitted the monthly report to Council. A little summation is that we responded to the 53 calls in the month of December, and I'm happy to say that there was no major loss of life or property in our town. Both of our career and volunteer firefighters participated in about approximately 38 hours each during the month for a total of 1,008 hours. We completed all the hydrant testing in town, and have submitted reports to Grand Strand Water for the items that need to be repaired. I'm happy to report that our education programs and our fire prevention programs during the month were very successful, and the fact that we did not have one fire related incident due to decorations for the holiday season. The fire department responded to a total of 722 calls for assistance for the year 2012. Personnel handled a variety of calls without a loss of life or a major loss of property or injury to our personnel. That's pretty good and worth repeating. The fire department is committed to serve and protect the residents, business owners, and visitor to the Town of Surfside Beach by providing professional, dedicated service by the volunteers and career personnel. If anyone has any questions, I'd be happy to answer them."

Mayor Samples: "Questions or comments? Thank you, Chief. That takes us to Item Number 7, Business. (*Unknown speaker* **) Oh, I'm sorry. I was trying to save Micki. I was trying to speed these meetings up a bit."

Clerk's Note: A copy of the written report is on file.

C. <u>Administrator's Report – Update on Current Events.</u>

Ms. Fellner: "I know, I always slow things down. *(Laughter.)*"

Mayor Samples: "I'm sorry, Micki."

Ms. Fellner: "I first want to report that the policy change to the nepotism section of the personnel manual has been distributed to all employees. It's been signed, and copies have been received back to be placed in, and they're signature copies, in the personnel files. Also, the employees' disclosure statements, which are due in January of each year, were distributed for signature. They've now been completed. They have all been signed. No conflicts were found to exist, and the approved forms were placed in the respective personnel files. My form, of course, I didn't review my own; it was reviewed and approved by the Mayor. Pruitt Electric began installing the scoreboard at Martin Field on Monday and it should be completed before Friday of this week. The next item is a consensus item. Since we have a minimum of four councilmembers leaving for the MASC or Municipal Association of South Carolina events in Columbia on the 11th, I would like to get a consensus of council to either cancel the meeting or change the date from February 12th to the prior Tuesday, February 5th. In addition, if the meeting is moved to the

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5th, I would like consensus to reschedule the planning commission meeting, as it falls on that date. May I please have a consensus, Mr. Mayor?"

Mayor Samples: "Yes. Just for those of you who may wonder, the a, if we move the meeting to February 5th, that would be two weeks after the preceding meeting. If we cancel the meeting, it'll be a month in between meetings, and I'm not, in my judgment, I do believe we need to reschedule the meeting rather than cancel the meeting as we do have quite a few items that we're dealing with. So, can I get a consensus for the administrator so we can publicly advertise the meeting. Is the date 5 February acceptable?"

Mr. Smith: "Yes."

Unknown Members: "Yes."

Mayor Samples: "Very good. You have your consensus."

Ms. Fellner: "Thank you, Mr. Mayor. May I also have a consensus to reschedule the planning commission meeting?"

Mr. Smith: "Yes."

Mayor Samples: "The question is currently the planning commission is scheduled for 5 February. We're assuming we're gonna be back in our council chambers and I'm certain we will be. The planning commission would have to move their meeting to another date. They used to meet, I think, on a Monday. So, obviously, if we're gonna meet the 5th of February, I think that the question is can we get a consensus to ask the planning commission to reschedule their meeting."

Mr. Smith: "Yes."

Ms. Dodge: "Yes."

Mayor Samples: "Very good. You have your consensus."

Ms. Fellner: "Thanks, Mr. Mayor. Next, I wanted to ask a consensus of council to either support or not support the recommendation of the Keep Surfside Beach Beautiful committee to have an official "yard of the month" award. It's gonna include the purchase of one small sign to be placed in the yard selected for the month, a letter of acknowledgment and congratulations from the mayor for each monthly recipient and some PR coverage on the website, in the town newsletter, and also a press release to media outlets. May I have a consensus?"

Mayor Samples: "I think it's a good idea. Any comments? Excellent idea. Everybody's in favor."

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Ms. Dodge."

Ms. Dodge: "I think the more that we can encourage citizens committees, the better for the town. I certainly approve."

Mayor Samples: "Thank you. You have your consensus."

Ms. Fellner: I would like a consensus of council regarding Ordinance 12-0727, Section 9-16 Decals and Exemptions. It was not stipulated in the new ordinance that it was to replace (a), (b) and (c), and then, and that the exceptions from parking fees for (d) Disabled Veterans and Purple Heart Recipients, (e) Handicapped Persons, and (f) Town Employees should remain in effect, as stipulated in

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the original ordinance. May I please have a consensus that (d), (e), and (f) be added back in to Section 9-16, exactly as they appeared in the original ordinance?"

Mayor Samples: "Does everybody understand? I think it goes without saying. Our intent was to include those existing stipulations in the revision. Is there agreement?"

Mr. Smith: "Yes."

Ms. Dodge: "Yes."

Mayor Samples: "Thank you."

Ms. Fellner: "Thank you. And lastly, I would like to get a consensus of council to spend $5,789.88 from the line item in hospitality to trade in our 27 Generation 3 .40 caliber Glock [guns] for 27 Generation 4 models. There's currently over $7,000 remaining in this line item. Staff would also initiate a replacement program to eliminate the need to replace an entire inventory in the future. So, this should not happen again. As Rodney has said before, the police chief, most of our weapons are in the 10- to 12-year age range and with the recent failure of one of the weapons to fire during qualification on the range this would seem a prudent, prudent measure to reduce liability. May I please have a consensus?"

Mayor Samples: "Questions, comments?"

Mr. Smith: "Ms. Fellner, the replacement program, how would that work?"

Ms. Fellner: "We would have to work on that. The police chief and I need to meet on that to discuss it. It has not been finalized."

Mr. Smith: "Thank you."

Mayor Samples: "Councilman Johnson."

Mr. Johnson: "Ms. Fellner, what was the original cost estimate of replacing the weapons?"

Ms. Fellner: "It was, it was over twice that. It was much larger. I can't, I can't remember the exact figure. But, the original was to go up in caliber to .45, and then they would also have to replace not only the weapons, but the holsters, the ammo, and different ammo for their (**); there were just a lot of other ancillary costs, as well."

Mr. Johnson: "Alright, thank you."

Ms. Fellner: "I think it was more like 16 altogether, something like that."

Mayor Samples: "Questions, comments, or either can I get a consensus?"

Mr. Smith: "Yes."

Ms. Dodge: "Yes."

Mayor Samples: "Okay. Thank you. You have your consensus."

Ms. Fellner: "Thank you, sir. That's all I have."

Mayor Samples: "Thank you. Very good."

Clerk's Note: A copy of the written report is on file.

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7. **BUSINESS.**

A. Second Reading Ordinance Number 12-0729 to add Chapter 17, Article IX, Overlay District, Planning Director Morris.

Mayor Samples: "Moving to where I thought we were before, we are at, but now we have arrived, we are at Item Number 7, Business, and the first item under business is second reading Ordinance Number 12-0729 to add Chapter 17, Article IX, Overlay District, Planning Director Morris. However, as was pointed out to us earlier, Sabrina is not able to be here with us this evening. So, I ask what the druthers of Council are."

Mr. Stevens: "Mr. Mayor."

Mayor Samples: "Councilman Stevens."

Mr. Stevens: "This was passed through the business committee, too, and recommended that the, a, that we adopt Chapter 17 (**) in the Ordinance 12-0729. The business committee has passed it out of their committee overwhelmingly. So I suggest that a, I'd like to make a motion that we go ahead and accept and a, to accept second reading."

Mayor Samples: "So, I have a motion to accept second reading as presented."

Mr. Johnson: "Second."

Mayor Samples: "There is a second. Any discussion?"

Mr. Smith: "Mr. Mayor."

Mayor Samples: "Councilman Smith."

Mr. Smith: "I, I'd like to a say that we need to amend the document that was handed to us with the change that we got, which is renumbering of paragraphs. So, I move that we accept the document with the renumbering of paragraphs on page two."

Mayor Samples: "And, and, and I agree with you, is that an amendment to the motion or just clarification?"

Mr. Smith: "I, I think it has to be an amendment."

Mayor Samples: "There's an amendment on the floor. Is there a second?"

Ms. Dodge: "I would second that."

Mayor Samples: "There is a second. Any discussion? All in favor say aye."

All Members: "Aye."

Mayor Samples: "Opposed? Hearing none, the amendment is adopted, which brings us back to the primary motion, which has now been amended. Any other discussion?"

Mr. Smith: "Mr. Mayor."

Mayor Samples: "Councilman Smith."

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Mr. Smith: "I would just like to say that I'm, I'm pleased that the a business committee had an opportunity to review this ordinance, and a, I think they, a, made some substantial changes, and I hope that it, a, meets the goals that we have for the town in terms of the business district. So, I'm in favor of it."

Mayor Samples: "Very good. Any other comments? This is a good first step. It certainly will have an impact on improving the aesthetics along our commercial corridor, Highway 17 Business, and some of the surrounding areas. All in favor say aye."

All Members: "Aye."

Mayor Samples: "Opposed? Hearing none, the ordinance is adopted. The next item would be First Reading Ordinance #12-0734 to amend §7-12 Sanitation Service Charges, and to add §7-37 Subparagraph (g), Electronic Waste Prohibition, Public Works Director Adair."

B. First Reading Ordinance #12-0734 to amend §7-12 Sanitation Service Charges, and to add §7-37(g), Electronic Waste Prohibition, Public Works Director Adair.

Mayor Samples: "Just give us an overview, and a, go from there."

Mr. Adair: "Good evening, Mayor, Council, public. This was originally brought up in November, and we brought it back with some language revisions; and for the benefit of those who weren't here in November, I'll just go through the background. The sanitation enterprise fund was reviewed thoroughly, income and expenses, and consultations were had in the finance committee. The sanitation rates, in order to maintain the high level of service over the long term, have to be increased. The anticipated revenues over the next five fiscal years will not sustain the fund, and a funding model has been created, which will accomplish this and keep the fund healthy for ten, potentially ten years. This ordinance change also corrects several errors that were in the ordinance already and inconsistencies, and, a, regulatory additions to the current ordinance. A, the, a, bottom line is, a, there'll be an increase to the standard mobile cart service of 25-percent from $15 to $18.75 per month per cart; an increase to the 6-yard commercial container service from $21 to $26.25; an increase to the 8-yard commercial container service from $23.50 to $31.75; increase to the winter roll-out curb service from $6 to $12 per month per cart. No increase to the summer roll-out service charge. No charge at all for recycling continues. No charge for yard waste. No charge for bulk waste. No surcharge for bi-annual household hazardous waste or electronics drop off events that will be flat. But the increases as I've out laid, laid them out will accomplish what we need to do to keep the fund healthy into the future."

Mayor Samples: "Alright. What, can I get a motion either to adopt or suspend the rules, something?"

Mr. Smith: "Mr. Mayor, I move that we approve first reading of Ordinance Number 12-0734, Sanitation Service Charges."

Ms. Mabry: "I'll second."

Mayor Samples: "There's a second. Ms. Mabry seconds. Councilman Stevens."

Mr. Stevens: "Mr. Mayor, I'd like to make an amendment to this, a, ordinance."

Mayor Samples: *(after pause)* "Well, then introduce your amendment. So you wish to make a motion to amend."

Mr. Stevens: "Yes."

Mayor Samples: "State your amendment."

Mr. Stevens: "Yes, I would like to make a motion to amend."

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Mayor Samples: "So state it."

Mr. Stevens: (No response.)

Mayor Samples: "So state your amendment."

Mr. Stevens: "I'm gonna pass it out."

Mayor Samples: "Oh, okay. Thank you. Appreciate it."

Several comments (**)

Mr. Stevens: "What I would like to do is amend this, a, where it, a, the rental roll out is mandatory to make that to state shall be optional for the total R-3 district and shall be mandatory for the total 3, C-3 district. Also, persons or properties, persons or properties who want to opt out on the winter roll out curb service in the R-3 district shall notify the Town of Surfside Beach public works department. This notification shall be made each and every year that a person or property wants to opt out of the winter roll out curb service to the Surfside Beach public works department. Failure to notify the Surfside Beach public works department shall result in that person or property in the R-3 district being charged a winter roll out service fee of $12 per month. If a cart are [sic,] or a person or property that has opted out of the winter roll out services roll out to the street and the person or property fails to remove the cart from the street, the Surfside public works, Surfside Beach public works department can reinstate the winter roll out service fee of $12 per month without notifying the person or property who chooses to opt out. The winter rates shall be a price of $30.75, broken down at $18.75 per month, plus a $12 winter roll out curb service fee from the second Wednesday after Labor Day until the second Wednesday in May at the rate of $12 per month per cart for transient rentals properties, i.e. rentals less than thirty days, for properties in the C-3 and R-3 districts."

Mayor Samples: "Thank you. There's a motion."

Mr. Smith: "Second."

Mayor Samples: "There is a second. Any discussion?"

Ms. Mabry: "Mr. Mayor."

Ms. Mabry: "I just want to let everybody know that the finance committee took a great deal of time working with Mr. Adair on the best way, not only to get the fund balance up, because we do need buy new equipment, and even though this is an enterprise fund, we also have to consider labor costs, as well. So in considering everything as a whole, we felt that just simply changing the ordinance to raise the prices was the most cost efficient way to do that, and that's why the ordinance is worded the way it is."

Mayor Samples: "Thank you. Mr. Adair, have you had a chance to review this amendment?"

Mr. Adair: "No, I have not. I'd just like to offer one thought that comes to my mind as a result of that. The consequence of that during the winter months, the off season months, many folks who live out of town just come to town on the weekends to do yard work and this and that, and service is picked up on Wednesdays in that district, and if we don't roll the carts out, it's gonna sit under the house loaded till somebody decides to roll it out. So, a lot of people that opt out, I think a lot of people will take advantage of that, but the consequence is gonna be a health and sanitation issue, rats and whatnot, vermin."

Ms. Kohlmann: "Mr. Mayor."

Mayor Samples: "Ms. Kohlmann."

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Ms. Kohlmann: "I agree we need an increase in sanitation, because we do have the best sanitation. I would have liked to see it go above $18.75 for a cart. However, with the winter roll out, and I tried to explain this originally back then, and I, I don't know if I'm explaining it quite correctly, but it was mandatory just in the C-3. It was not mandatory throughout the rest of the area, which is now being added. The problem I have with it is R-3, the R-3 area is equal. Those houses are all rental properties there. If you're gonna do it just along Dogwood Drive on the east side, you're asking the person that's on the east side of Dogwood that they have to pay that $12 a month and the person across the street, which is also a rental property, doesn't have to. So I think that defeats the purpose, and it should incorporate the entire district, and I'm not opposed to $12 a month by any means, but a, and I don't believe that you're really gonna see people opting out of it. You will see a handful like you did before. I know that there were only a very small group that opted out before, and isn't it true they were billed even though they weren't in that zone? They, they were getting a bill of $6 a month since, I think, 2002, but it wasn't really..."

Mr. Adair: "The entire, the entire stretch was in the actual ordinance. The actual ordinance is only 3rd to 3rd."

Ms. Kohlmann: "...right, but I'm saying they were billed for that service, and I don't think anybody in this room thinks that this entire area is rented out as long as it is and the, the way I think what you're suggesting is that if they don't wheel out their garbage then you automatically put them back in to the $12 a month program. They don't even have an option. So the one time somebody fails to put their garbage can out that had already opted out, they can't come back again. They're in the program. You bill them, and they're done. So I just think it's like saying you have a cable line across your lawn, but you have a different internet company, and they're gonna tell you, well, if you don't use it, but the cable's there, so it's there for you to use. You have to pay us 12 bucks a month, because it's there, even if you don't use it. I, I just think it's, I don't think you're gonna lose. I think you're gonna gain."

Mr. Adair: "It has potential. The only thing is I said the only thing I'm concerned about is the can is sitting under the house. We have no way of knowing if there's trash in there, if we're not rolling it out."

Mayor Samples: "If, if I could and just for clarification, because I've read the ordinance, and I thought we were providing a means to exempt out of the roll out service. I mean that's what paragraph 3 discusses, is exemptions from rollout curb service, and it speaks specifically, well it, okay, so that, that, there's one point that I want to make, is that you're right, it only speaks to C-3 and R-3. That, well, you, you said if you lived on one side of Dogwood you pay..."

Ms. Kohlmann: "Are you looking at the changes?"

Mayor Samples: "...and you said on the other side of Dogwood, and I want to clarify something so I understand the issue, and that's all I'm trying to do is to clarify. We're, we're not talking about people that are illegally renting week-to-week. Okay, first I want to clarify in my own mind, okay because it is, it is true that on the north end one side of Dogwood is not transient rental. Okay and so I got a little confused when you said Dogwood. It, going back to my initial point, there is an exemption for roll out curb service roll out curb service and I'll read it and then you can tell me why it doesn't satisfy, why it doesn't satisfy:

> Owners of noncommercial properties in the R-3 and C-3 zoning districts must provide written notification to the Town of Surfside Beach of either permanent residency or non-rental status. This notification must be made each year to the town. Acceptable forms of notification shall include a valid South Carolina driver's license with address of property within town limits to establish residency, a copy of a current lease for a rental property within town limits, or a signed notification of noncommercial use.

Okay, so the situations you're describing aren't covered by that?"

Ms. Kohlmann: "What is non-rental status mean? It's not rented for forever; it's not in, it doesn't have a business license or it's not rented for eight months of the year?"

Mr. Adair: "It does not have a business license. It's a property that's not rented ever. That's the exemption. If you were permanent, if you owned the house just to live in, you could fill out an exemption form, and..."

Ms. Kohlmann: "That part I understand, but most of them are empty eight months of the year."

Mr. Adair: "...yeah, yeah, I think you were referring to a vacant rental property."

Ms. Kohlmann: "Right, right, and, and the biggest concern I have, and I'm sorry this, that on the north side of town, excuse me, is a smaller rental zone."

Mayor Samples: "Right."

Ms. Kohlmann: "So, the whole north side and then it goes up..."

Mayor Samples: "Yeah, that's, that's R-3."

Ms. Kohlmann: "...and it leaves out a whole section of R-3 is left out of the ordinance. Am I making sense?"

Mayor Samples: "Yeah. Yeah. Yeah."

Ms. Kohlmann: "So it's only, you're only doing some of the rentals, not all of the rentals in a zone that's really basically what we, what we have as our rental area."

Mr. Adair: "Are you referring to the discrepancy between the summer geographical area, and the winter geographical area?"

Ms. Kohlmann: "I'm talking about where it used to be C-3. That was the mandatory area. Now you're making it mandatory from 17th North to right by the pier, but it doesn't go all the way up in the rental area. It stops short at Pinewood. But, the rental area is larger, and then you continue all the way the length of Dogwood Drive on the south end of town to Melody, which is fine, but it's, the rental area goes all the way up to Lakeside on the south side. So some of the people are paying, and others are not, and they're all equally rental area is, is what I'm trying to say."

Mr. Adair: "Yeah, I, I think expanding the territory to the same territory that summer roll out covers would take care of that, probably. That inequity has been in place long before I got here for some reason. The winter roll out area doesn't extend as far out as the summer roll out area does, I believe that is what Councilwoman Kohlmann is trying to say."

Mayor Samples: "Okay. Okay."

Mr. Stevens: "Mr. Mayor."

Mayor Samples: "Councilman Stevens."

Mr. Stevens: "A, if I may, a, the ordinance as read where Mr. Adair, and this is a good job you've done, Mr. Adair, but a you've got along side and touching Ocean Boulevard, Seaside Drive, Yaupon, then along side the east side of North Dogwood Drive, North Ocean Boulevard from 4th Avenue North to 17th Avenue North, along east side of Dogwood Drive South to Ocean Boulevard to 4th Avenue South, Melody Lane. I have a problem with that in that I know for a fact, and I watched the property being rented, several properties on Willow Drive, east of Willow Drive being rented all through the year, and this guidelines [sic] makes it confusing to me whereas as if we just simply say any rental property, transient rental property in R-3 and C-3 that clear, clarifies it completely. We have a zoning map which shows that entire area, so in my opinion, that is the best way to do it rather than putting haphazard guidelines and

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haphazard boundaries. Just make it the entire district. It makes it simple. You know exactly what the rental areas are. There's no guess work."

Mayor Samples: "I agree with you."

Mr. Stevens: "That's why at the very end of it I put, a, transit, put for transit rental properties, i.e. rentals less than 30 days for properties in C-3 and R-3 districts. Secondly, I've had some people talk to me about this that own property here. They rent the property out primarily in the summer time because that's when they get the biggest bang for the buck. If they do come down here, they come down and stay, they're retired people, they come down and stay for a week or two weeks so they're here on Wednesday when the cart is needed to be rolled out. They don't think they should have to pay the $12 mandatory fee. They would rather have it optional. Now, as Ms., Councilman Kohlmann said, not everybody will opt out. There will be some people that will opt out. There are people who have rental property that do not have any rentals whatsoever in the off season, and I don't think we should penalize them. They're already paying the $18.75 per month, and the, if you need to look at a copy of this, it's right here, but a, they have to notify you, number one, each and every year, if they want to opt out. If they don't notify you, you charge them the $12. They also, if they leave their cart out by the street, and don't pick it up, you automatically go right back to the $12 and start charging them. So it's, it's a way for you to have full control of this program, but also to give people who don't want to pay for something they're not using, and that's the reason that people opt out, because they, they're not using it. Why pay for it? Do you follow what I'm saying? I mean, do you understand?"

Mr. Adair: "I absolutely follow what you're saying."

(** - *two speaking at once)*

Mr. Adair: "...point I made earlier."

Mr. Stevens: "I think the, I think the whole program that you have is excellent, but I do not, do not like the mandatory part, and I think citizens should have at least an option, and if they want to opt out on this, they can opt out. But, if they don't follow the rules, they gotta pay."

Mayor Samples: "Thank you. Any other comments? Ms. Kohlmann."

Ms. Kohlmann: "I just wanted to get, I know we talked about it before, but I'm not sure. You agree that, would it be easier for you to do the entire R-3?"

Mr. Adair: "Yes, it would."

Ms. Kohlmann: "It would be easier. Okay, and that way that's a lot more of $12 a month for people that don't opt out of it, so there's a lot of houses that we're talking about and I think a lot people that own second homes don't even realize that they're paying that, because it's on their water bill. I, I just think that is, it's the right thing to do for people, to give them that option, but also incorporate the entire area, because then we're not showing that one block is better than the other. They're all equal. It's all R-3."

Mayor Samples: "Thank you. Any other comments?"

Mr. Johnson: "Mr. Mayor."

Mayor Samples: "Mr. Johnson."

Mr. Johnson: "One concern that I have with the amendment is, a, to me, a, there, there appears that there would be a lot of legwork and policing involved concerning the town with, you know, leaving the carts out and so on and so forth, and, and I'm not saying that I'm against it, but I think that we need, I

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seriously think that we could clean, maybe combine these two things and clean it up a little bit, the wording and, and come up with a, a, a more sensible solution."

Mayor Samples: "Thank you. This is just first reading. Any other comments? Let's have a vote on the amendment. All in favor say aye."

Mayor Samples, and Councilmembers Dodge, Kohlmann, Smith and Stevens: "Aye."

Mayor Samples: "Opposed?"

Unknown Speaker or Speakers: "No."

Mayor Samples: "Okay, the, Ms. Mabry and Mr. Johnson. I would like you to look at the amendment assuming that we're gonna adopt. Going back to the primary, primary amended motion, any comments? All in favor say aye."

All Members: "Aye."

Mayor Samples: "Opposed? Hearing none, first reading has been adopted. Please take a look at the impact, the work load, the work load, okay, staffing, you also, I note there's really no penalty for opting out until you get caught. It's just the way it is."

Unknown Speaker: (**)

Mayor Samples: "Well, I merely note that because there's no incentive to opt in until you've, until you get caught, and I think that the first point that Mr. Adair made, I just want to remind everybody, had nothing to do with revenues or anything like that. The point he made had to do with sanitation and health, okay. Thank you. Any other comments on that? I don't want to own the floor, but I wanted to make that comment. A, let me find my agenda. Alright, the next item is committee appointments, a, and I, I, some, some of these people I don't know and I don't know if every, if others do and can help, and I think we do need to consider it in executive session."

Unknown Speaker: "I agree with you."

C. Committee Appointments (May be deferred until after Executive Session): i. Board of Building Appeals – (5 vacancies) Bill Trail, Ralph Magliette; ii. Board of Zoning Appeals – (1 vacancy) – Terri Lauer; iii. Stormwater Committee – (1 vacancy) Tom Meccia; iv. Senior Citizens – (3 vacancies) Linda Roach, Jim Roach, Cheryl Lowe.

Mayor Samples: "Moving right along, we'll go into discussion."

Unknown Speaker: (**)

Mayor Samples: "Not yet. Not yet. We'll move on to Item Number 8, Discussion. Any matters of concern or information to be discussed by Town Council. Item Number A, Road Signage on Ocean Boulevard, Mayor Pro Tem Mabry."

8. **DISCUSSION.**

A. Road Signage on Ocean Boulevard, Mayor Pro Tempore Mabry.

Ms. Mabry: "Mr. Mayor, can we defer to the next meeting, please?"

Mayor Samples: "Absolutely. Moving right along, we have Item Number B, Councilmember Dodge."

Draft

B. Lasers, Councilmember Dodge.

Ms. Dodge: "Mr. Mayor, I did pass out information, actually it was an ordinance by County Councilman Paul Price, which I believe that the county will endorse, but in case you didn't get a chance to read that, and you most likely didn't, I'm gonna go over it a little bit. Initially, lasers were designed to be used by an operator as a pointer to indicate, mark or identify a specific position, place, item or object during presentations. Also, this ordinance is about green lasers, specifically, but lasers also come in red and blue, and higher milliwattage as well, and for your information, I didn't know this, the blue laser's even stronger than the green, but all of them are troublesome. Usually, the green laser pointers that are sold around here are 1 milliwatt in power, but since this [sic] higher milliwattage pointers are available, that could become a dangerous situation. They're also to be used for those very specific purposes and carefully monitored. I would think it's kind a hard to do that, but we'll go on with that. They're also used in a positive way by entities conducting research and development for flight tests operations conducted by aircraft manufacturers, and also by the FAA and the Department of Defense. I didn't know that either. Unfortunately, green lasers are being used by young people. They can purchase them at pretty nearly any of, a, the beach wear stores around here, and I'm sure there are other places, as well, where they can get them, and they're not careful about using them. They treat them like a toy. When those lasers are shown, shown in people's eyes or at aircraft or cars, that means the pilot in the aircraft can't see; the driver of the car can't see, and people are temporarily blinded until that wears off, and I, that's a serious situation. There could be accidents; aircraft accidents. There could be car accidents, and so forth, and, and I don't mean to make this, a, be a boo-bird [sic], but I think it is something that we really need to consider. Lasers can also positively be used to send an emergency distress signal, by public safety officials in the regular conduct of their duties, for educational purposes, in product manufacturing, and sometimes they're used as part of a gun sight. I didn't know about that either. So, they do serve many legitimate purposes. Possession of a laser pointer or device by a minor is unlawful and subject to immediate confiscation as contraband and providing such a device to a minor is unlawful. I don't know how well the stores handle that. Parents, guard, guardians, or other who knowingly provide laser pointers to underage individuals are subject to criminal prosecution, and they probably don't know that. There are warning labels, which are required to be placed on the laser pointers for all purchases. Business license holders that distribute, sell or barter laser pointers or devices to minors are subject to suspension and ultimate revocation of their business licenses, if they do not follow the regulations. County Councilman Price has prepared this ordinance. It's already passed first and second readings, and it's up for third reading this evening. I'm pretty sure it's going to pass. I understand Micki's been working with the town of Myrtle Beach. They are either using Councilman Price's ordinance or using it as a pattern, so I think in the spirit of unity on such an important topic, which affects other towns and cities in our state, I would ask that we consider using Councilman Price's ordinance on this issue for our town, as well. It is well thought-out, and complete. Also, I want you to know I do have his permission to provide, to provide each of you with the copy that I gave you. A, following discussion, I would move that we accept this ordinance for use in the Town of Surfside Beach in policing the use of laser pointers."

Mayor Samples: "Thank you. That was very well done. Any other comments?"

Mr. Smith: "Mr. Mayor, I, I think it's..."

Mayor Samples: "Councilman Smith."

Mr. Smith: "I think it's a good idea to have an ordinance for the Town of Surfside Beach that would prohibit the use of these lasers, and a, so I support, a, the idea of a using the county ordinance and maybe some of the Myrtle Beach ordinance to come up with one for Surfside Beach."

Mayor Samples: "Thank you."

Ms. Mabry: "Mr. Mayor."

Mayor Samples: "Ms. Mabry."

Draft

Ms. Mabry: "I agree with Councilwoman Dodge. I do like the fact that we are going to be unified. I don't like our laws to be so different from Horry County that it would be impossible for our police to administrate. I'd like to see it come back in the form of an ordinance so that we can have first reading."

Mayor Samples: "Thank you. General consensus? Very good. Next a, perhaps next meeting we can have an ordinance for, a. approval."

C. February 11 Town Council Meeting (MASC Elected Officials Institute & Hometown Legislative Action Day conflict.)

Mayor Samples: "Alright. We, we already, we already addressed the February 11 Town Council Meeting. That was moved to February 5th. I did want to mention that we are also having a workshop next week, January the 15th. It will begin at 10 o'clock. It will be a visioning, team building workshop. The meeting will be closed to everybody—no I had to say that, okay! It will be public, it will be held in the fire station meeting room, and we look forward to everybody coming ready to vision and build teams for 2013."

Unknown Speaker: (**)

Mayor Samples: "Pardon me? It's gonna be, you know, a workshop format, which according to the, a, folks that I have talked with, a workshop format is, is, is, is a probably the most appropriate format. That way we can be less formal, a, and, and we can chat amongst ourselves, brainstorm. There is a question that I, that I will ask tonight. You don't need to answer tonight, but please let me know in, in time so that we can make arrangements. Given that the workshop itself will probably last be hours and hours and hours, if, if it is the desire of council to have verbatim minutes at the workshop, I would like us, or like to be able to bring in a court reporter or something along those lines to a, a, a, to, to, to help the town clerk continue to try to get her regular duties done. I know you have probably enjoyed as much as I have reading the minutes for the last several, several council meetings, because I spend almost as much time reading minutes and, and looking back as I, as I do in reading the package of action items, and I'm not saying that's a bad thing. I'm merely making that point. I know you all understand what I'm saying, because you've had to do the same thing, but those minutes are generated by one individual, and if we have a long session, which I kind of expect we will, I hope we will in a visioning workshop, I can imagine those minutes going 70 pages or more, and we can do that if, let me know if you want to bring in a court reporter or to use Debra or how you want to handle it. Perhaps even use summary minutes, as we have used in the past. Just for purposes of this workshop. Don't answer me tonight. Think about, and, and please either let me or a, a, Debra know so that we can make arrangements. Thank you. Moving along, we have already gotten to our public comments period tonight. Isn't there something somebody else wants to talk about? Okay. Public comments on any items; any concern; any point that anybody wants to make; five minutes, please come forward. State your name, your address, and we will time you for five minutes.

9. **PUBLIC COMMENTS.**

"Gene Maruca, 116 7th Ave. South. I'm a little distressed with the sanitation situation. We talked a good 15 minutes or so and it still seems there's confusing at the end of council's decision as it was at the beginning. If there's a problem with the income, it should be addressed, and I, I'm not talking about income as far as profit. I'm talking about income as far as operating the entire program. But, as I see it now, it's still very confusing. Not so much maybe for residents, but for the rental areas. Who rents? Who owns? I know I have a rental next door to me. I own it and I take care of it. We don't rent it year round, nor do I want to pay year round. We're certainly capable of rolling it out. But I, I guess the big thing is it needs a lot more care than what we've given tonight. That's the first thing. The second thing is it's an increase in revenue which is passed on to our tourists. This is the second time this council, to my knowledge, has passed on that directly passed on to our tourists. We can continue to do it and we may find it for a season or our tourism fall off or we could have a little more compassion. I understand that there were was some talk about the possibility of putting two hundred parking meters along Ocean Boulevard. I thought we were gonna beautify it. I didn't realize that the solution of beautification could be

parking meters. Never mind the effect that it would have on our tourists coming in. As a property owner, anytime that something is increased for me, I'm, I'm a business man, I pass it on accordingly. Again, it's just something to think about and maybe a little more compassion for the people were trying to bring into Surfside, and trying to promote what we like to say is a family beach. Thank you."

Mayor Samples: "Thank you. Thank you very much. Any other comments?"

"I'm Sue Clark, and I live at 616 Juniper Drive, and a, there's a, I was here last time and brought up a, kind of a sore point with a, a Facebook site called Surfside Free Press, and I, I just want to say that this site concerns me more and more. As we all know, the owners of Nibil's filed a lawsuit against Surfside Beach, and you know, some of the other parties that were involved in the, in the Nibil's what happened, and a, as a resident of Surfside Beach, too, that means I'm indirectly being sued, because as a resident, I have to help absorb the cost of defending any lawsuit or the discovery of lawsuits and the lawyers who always win the most anyway. But, when I went and looked back, I originally had only wanted to discuss tonight there was a, a posting that was on there, after, a, after it was all in the papers, and what caught my eye was the amount of money that was mentioned in Surfside Free Press, it said had to bring the pier up to standards, and I think the amount they mentioned was 400,000. So my original question here tonight was just gonna be is there any recourse against the seller or (**) who originally certified the pier when the town bought it, because it was a lot of money to buy it, and I went back to that to get what was named in that post and the post is gone. But there was another thing that was in that post, and the post had a, had an article from High Springs, Florida, where apparently Mr. Booth is now new city manager, and then in this Surfside Free Press post, which again now has been deleted, it said why doesn't everybody contact, you know, Highlands Park, or Highland Springs, High Springs, and let them know just who Ed Booth was and what he did, and it's always in their opinion, whoever they are. A comment was posted on there by Surfside Watcher, on [sic] two days ago and it said did this city research Ed Booth's past history in Surfside Beach, South Carolina. If they did, they deserve the corruption and incompetence. If they didn't, they deserve to be fired. Now, they say the statute of limitations on lawsuits is three years. What I would really hate to see is that hammering Ed Booth over and over again by these unknown Surfside Free Press people, could that eventually end up as a lawsuit against the city of, a, the Town of Surfside Beach for liable. And then, everybody is entitled to their opinion, but since now we're in the middle of what's gonna probably be a very ugly lawsuit with the Nibil's people and the fact that they even stated things came to light to them over the last few years, which is why they waited this two years to file suit. So just as a concerned citizen, one who will end up paying part of the price of this lawsuit, plus the other lawsuit regarding the pier restaurant that's there, I am officially asking the Mayor and the Town Council to speak with our town attorney and see if we can find out who Surfside Free Press is. The best I can find on Facebook is it was created at the end of 2010. It had three people's initials on it, and then one of the sets of initials was dropped. The comments that I made here at the last meeting regarding the threats and getting your throat cut that post has disappeared. But we have a super information highway. It can be deleted off of Facebook post, but with any kind of subpoena and any kind of discovery motion it can be pulled back. Just cause it's not on, you can't see it, doesn't mean that Facebook doesn't have it. So who knows what's gonna haunt us or bite us in the butt regarding that. What happens if Surfside Free Press and Surfside Free Press II and there's two Surfside Free Press twos that I found today and when they were open, a, what if they're a previous councilmember or current councilmember? A relative or close friend or spouse of a sitting councilmember or past councilmembers? *(Time expired.)* I just think then all those opinions could be a problem, and that's all I have to say. Thank you."

Mayor Samples: "Thank you. Appreciate that very much."

Ms. Clark: "But, I'm formally asking if our attorney can look into it."

Mayor Samples: "Thank you very much. Appreciate that. Any other comments? Well, thank you. So where did I begin last week? Ms. Mabry."

10. **COUNCIL COMMENTS.**

Ms. Mabry: "Thank you very much for coming out. Happy New Year."

Mayor Samples: "Mr. Stevens."

Mr. Stevens: "I hope everybody had a Happy New Year, and also a Merry Christmas. I hope you got everything that you wanted from Santa Claus, and thanks for coming out."

Mayor Samples: "Ms. Kohlmann."

Ms. Kohlmann: "Happy New Year, everyone."

Mayor Samples: "Mr. Smith."

Mr. Smith: "Happy New Year."

Mayor Samples: "Ms. Dodge, Mrs. Dodge."

Ms. Dodge: "I'm gonna make a comment, a couple, about parking meters. Parking meters raise revenue for a town, which has to provide parking for people who come here to visit. My husband and I travel a lot. We've traveled over pretty much this whole country. I don't think I can remember any place that we went that didn't have parking meters. As I understand it, there will be some planting and so forth on Ocean Boulevard for beautification. But, I believe that putting those parking meters there ultimately will keep townspeople's taxes lower, and they will be okay. Also, I, I just wanted to say, is it Ms. Clark? I don't think the council, I have no idea about this Surfside Free Press, because I'm not a computer person. But, I can't see that we would have sway over the opinion of somebody who writes in something like that. But, I appreciate your remarks. Thank you."

Mayor Samples: "Thank you. Councilman Johnson."

Mr. Johnson: "Thank you, Mr. Mayor. I would just like to thank everyone for coming out. I would like to thank everyone for their comments, council and residents. I know this job can be hot figuratively, but under these lights it is literally, as well! So, you all have a good evening."

Mayor Samples: "Thank you. I'll just say ditto to all the comments that were made previously. With that, we do need to enter into executive session. We need to discuss two items pursuant to Freedom of Information Act, FOIA Section 30-4-70, subparagraph (a), paragraph number (1) to discuss compensation, promotion, demotion, discipline, or release of an employee. The second item would be pursuant to FOIA Section 30-4-70, subparagraph (a), same sub, same section to discuss appointments to committees as noted in Section 7C herein that is the appointments for the committees."

11. <u>EXECUTIVE SESSION</u>

A. Pursuant to FOAI §30-4-70(a)(1) to discuss compensation, promotion, demotion, discipline, or release of an employee.

B. Pursuant to FOAI §30-4-70(a)(1) to discuss appointments to committees as noted in Section 7C herein.

Mr. Smith: "Mr. Mayor, I move that we go into the executive session."

Mayor Samples: "I have a motion."

Mr. Stevens: "Second."

Mayor Samples: "There is a second by Mr. Stevens. All in favor say aye."

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All Members: "Aye."

Mayor Samples: "Opposed? We will return. Take a five minute break for whatever you need to do."

Clerk's Note: The motion to enter executive session was made at 7:41 p.m.

Mayor Samples: "Need motion to reconvene in regular session."

Mr. Smith: "Mr. Mayor, I move that we come back into regular session."

Mayor Samples: "There's a motion."

Mr. Johnson: "Second."

Mayor Samples: "Second. All in favor say aye."

All Members: "Aye."

Clerk's note: The motion to reconvene was made at 8:38 p.m.

Mayor Samples: "We are reconvened. No action was taken in executive session."

Ms. Kohlmann: "Mr. Mayor."

Mayor Samples: "Ms. Kohlmann."

Ms. Kohlmann: "I'd like to make a motion to appoint Terri Lauer to the board of zoning and [sic] appeals, which currently has one vacancy, and senior citizens committee, there are three vacancies, and I'd like to make a motion to appoint Linda Roach, Jim Roach, and Cheryl Lowe."

Mr. Johnson: "Mr. Mayor, I would like to second."

Mayor Samples: "We have a motion and a second. Any discussion? All in favor say aye."

All Members: "Aye."

Mayor Samples: "Opposed? The motion is adopted."

Mr. Smith: "Mr. Mayor."

Mayor Samples: "Councilman Smith."

Mr. Smith: "I'd like to make a motion. I move to approve the actions and decisions of the town administrator in connection with the personnel matter discussed."

Mayor Samples: "There is a motion on the table."

Ms. Mabry: "I second."

Mayor Samples: "There is a second. Any discussion? Hearing none, all in favor say aye."

All Members: "Aye."

Mayor Samples: "The motion is adopted. I need a motion to adjourn."

Draft

11. **ADJOURNMENT.**

Mr. Smith: "Mr. Mayor, I move that we adjourn."

Unknown Speaker: "Second."

Mayor Samples: "There's a motion. There is a second, Ms. Dodge seconded. All in favor say aye."

All Members: "Aye."

Mayor Samples: "The meeting is adjourned. Thank you. Thank y'all for the dedication."

Clerk's Note: The motion to adjourn was made at 8:39.

Respectfully submitted,

Debra E. Herrmann, CMC, Town Clerk

Approved: January 22, 2013

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 that was digitally audio taped by Journey Church staff, a copy of which is on file. This meeting was transcribed verbatim with no grammar corrections. In accordance with FOIA, meeting notice and the agenda were distributed to local media and interested parties. The agenda was posted on the entry door at the Journey Church, 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.

Draft

Business License:

- December 2012 Activity ***(21) New Accounts***: New business In-Town (8); New business Out-of-Town (3); New Rentals (4); New Contractors (6); Additional business inquiries (6)
- Business License revenue for December 2012 is $4,624 which is down from prior year's $8,590.
- YTD both business license and building permit revenues are down compared to prior year, this is mainly attributable to prior year new home construction.

Taxes:

Current real estate, personal property and vehicle tax payments received from Horry County for December 2012 were $939,659. Last year we received $926,182. YTD collections are $1,401,510 up from last year's $1,280,130.

Hospitality & Local Accommodations Taxes:

Hospitality and Local Accommodations taxes received in the month of December were $22,855 and $3,068 respectively, which were down slightly from prior year. YTD collections are relatively flat to last year.

Enterprise Funds:

In December 2012, the Sanitation Fund collected approximately $76,044 in service charges, which is down from last year's $79,040, which is due to the elimination of the Caropines service. YTD collections are $588,367 compared to last year's $556,093.

Finance Department:

The Finance Department would like to welcome Vickie Mattingly and Janice Hughes. Vickie is our new Payroll Clerk. She will be handling all of the functions of payroll as well as cross training to help in other areas of the Finance Department. Janice is our new Business License Inspector Trainee.

Transparency:

The Town's accounts payable check register has been posted online and a link has been added to the State Comptroller General's office website. Visit the following websites for information:
Town of Surfside Beach at http://surfsidebeach.org/
SC Comptroller General at http://www.cg.state.sc.us/transparency/

Please contact the Finance department if you have any questions concerning this report, (843) 913-6336, or email finance@surfsidebeach.org

RECREATION DEPARTMENT
DECEMBER 2012 and JANUARY 2013
MONTHLY REPORT

SPECIAL EVENTS

The Christmas Tree Lighting was held on November 29th. Music was provided by Seaside Elementary Chorus and Steve Fairchild from Low Country Community Church. Cupcakes, cookies and hot chocolate were served. Attendance estimated at 250.

The Christmas Parade was held on December 8th. There were 81 entries in the parade with over 50% of the entries having more than one vehicle. A "feedback" postcard was mailed to all entries requesting their comments and suggestions on the new line up and new route. 99% of the feedback was positive with rave reviews. With council's permission, I would like to keep this route for the future and continue with a float for council in the parade.

Breakfast with Santa was conducted at the Golden Egg this year. 54 children participated with each child receiving a free breakfast, a visit with Santa and a goodie bag. I received nothing but positive comments on the event from participants and I was pleased with the event as was Evan Bofilios at the Golden Egg. Plans are already being made to conduct the event there this year.

A meeting was held with Dennis Seman, President of the Surfside Beach Youth Sports Association. Plans for the upcoming baseball and softball season are under way with registration planned for January 29th through February 16th for ages 9 through 14. Registration will be held online at www.surfsidesports.org.

The fourth scoreboard has been installed at Martin Field by Pruitt Electric.

All six organizations/groups that were currently using the Floral Clubhouse have either rescheduled their meetings at the Civic Center or moved to a new location.

UPCOMING EVENTS

1. **SENIORS DANCE** - Saturday, February 9th – 7 p.m. to 10 p.m. – Civic Center – DJ and light refreshments.

PUBLIC WORKS MONTHLY REPORT
November 21, 2012 – January 15, 2013

SANITATION DIVISION (FTEs – 9)

Residential Service – Two carts were delivered to accounts once the certificates of occupancy had been issued. Nine carts were replaced. Sanitation supervisor responded to five calls regarding ordinance enforcement; twenty-six calls regarding late put outs and/or questions about bulk/yard debris pick up, seven calls involving billing issues, twelve miscellaneous calls and/or questions and four complaints.

Commercial Service – Service routes continue to be updated based on business needs. Two businesses have reduced service days. Three accounts required extra pick-up services due to overflow. Two accounts, (Charleston Café & Sophia's Ice Cream), have discontinued service due to businesses closing. Supervisor explained commercial collection schedules to two new business owners. Crew responded to three calls regarding ordinance enforcement and answered two miscellaneous calls.

Recycling News – Fourteen carts have been delivered to town residents and businesses upon request. One cart was replaced and one cart was removed per request. Supervisor responded to four miscellaneous calls with questions about recycling.

E-Waste –Creative Recycling Systems completed a second pick-up of electronic waste from the Public Works drop-off site on November 28th.

Scrap Metals – The town received a payment of $351.00 from Allen's Scrap Metals for materials collected in November and December.

Crews assisted with the Tree Lighting Ceremony on November 29th and the Christmas Parade on December 8th.

In November we collected 259.54 tons of solid waste, 28.63 tons of mixed debris, 94.46 tons of yard debris, and 41.28 tons of recyclables. In December we collected 247.95 tons of solid waste, 33.98 tons of mixed debris, 146.03 tons of yard debris, and 30.45 tons of recyclables.

STREETS & DRAINAGE DIVISION (FTEs –8)

The Beach – Swash outlets being dug out to ensure proper water flow as needed. Beach trash and recycle cans are being checked and serviced as needed.

On-going/Special Projects:

- 50/50 Ditch Piping program has been reactivated. Seven applications have been received. Estimates have been sent out within the next week.
- An additional 54 sets of new blue street name signs have been installed throughout town.
- Crews have completed edging along Highway 17 Business and the Frontage Road.
- Street sweeping is being done on Mondays and Fridays, weather and time permitting.
- Crews assisted with the Tree Lighting Ceremony on November 29th and the Christmas Parade on December 8th.
- Crews continue to perform maintenance and clean-up of drainage ditches and catch basins throughout town.
- Dirt – is still available free of charge to town residents who come to Scipio Lane and load up the dirt themselves between the hours of 8:00am until 3:00pm on the third Saturday of each month. Those requesting delivery must have the Public Works Director or Street Supervisor inspect the delivery site and issue an inspection ticket confirming proper usage of the dirt prior to placing an

order at Town Hall. This inspection will insure that the dirt is not being used to fill in ditches and/or swales that would interfere with our storm water drainage. An appointment can be made to pick up dirt other days by calling Public Works at (843) 913-6360.

- Seven reports were sent to Santee Cooper identifying street lights that were not functioning properly.
- The demolition and replacement of the 14th Ave North beach walkover is in progress. It is being replaced with a larger design with more seating capacity.
- From November 20th through January 15th Public Works assistant answered 355 incoming calls. 231 of those calls dealt with sanitation questions/concerns/complaints; 11 calls were from vendors providing product information and/or quotes; 19 calls dealt with street/drainage issues, streetlights, and questions about driveway inspections and dirt delivery; 12 calls dealt with parks/grounds issues; 38 were internal calls dealing with department and/or personnel issues and/or questions; 15 calls were received for the Public Works Director; 26 calls dealt with miscellaneous questions, wrong departments and/or telemarketers.

GROUNDS DIVISION (FTEs-4)

- Improvements/repairs are in progress to the irrigation system and landscaping around the Town Hall and Courthouse buildings.
- Christmas decorations were removed throughout town.
- Crews continue to spruce up Town properties and parks, as well as weeding and trimming.

FLEET MAINTENANCE DIVISION (FTE-2)

From November 20th through January 15th our mechanics completed eighty-two repairs on Town vehicles and equipment. Six vehicles had flats repaired and seven vehicles had tires replaced. Bi-weekly fleet tires checks and fire extinguisher inspections were completed on all Public Works vehicles and/or equipment. "Preventive" and "Scheduled" maintenance (consisting of lube, oil & filter changes, brake inspections, tire rotations and fluid checks) were performed on sixty-one Town vehicles and/or equipment.

FACILITIES (FTE-2)

- Mold remediation & restoration of the Town Court building is nearing completion.
- Renovations/repairs are being made to the Payroll Clerk's office as well as the office that will be used by the Administrative Assistant in Town Hall.

PIER – Five bids were received for the installation of an ADA ramp and deck expansion at the Pier. Bids will be reviewed for adherence to specifications. Recommendations will be brought to Council for its approval.

The pile wrap project, consisting of wrapping 10 compromised piles, has been completed by Cape Romain Inc. of Charleston.

SCDOT – The installation of landscaping improvements, including the removal of all Bradford Pear trees on the Highway 17 median, has been completed. This work was 80% funded by a Transportation Enhancement grant received by the Town.

PUBLIC WORKS CURRENT EVENTS – JANUARY 2013

Smart investments are being made, as the long list of off-season projects continues….Public Works hits the New Year running!

January 22, 2013

6B. Administrator's Report

1. I only have two items tonight, first the sign for the "Yard of the Month" should be ready later this week and the letter of acknowledgement and congratulations from the mayor has been prepared and the Clerk is awaiting information from the Keep Surfside Beach Beautiful Committee regarding the name of the first recipient. A write-up will also appear in the next newsletter.

2. Second, there has been a recommendation from both the Business Committee and the Historical Board for the Town to develop an anniversary edition of a Town Commemorative piece in the form of a magazine. I have a short PowerPoint, if council will bear with me. (Show PowerPoint). (After P.L. speaks proceed with below.)

   Staff recently met with the Myrtle Beach Chamber of Commerce and they will be contacting us, shortly, regarding their opinion of how best to proceed and at what level, if any, they would be willing to participate. I would like a consensus of council for staff to move forward with the Chamber in discussions regarding design, copy and advertising sales with suitable vendors providing these specialized services. Pricing would, of course, be brought back to council prior to the acceptance of any proposal or offer. We will, hopefully, have enough time to bring a real number forward to be considered at the budget retreat. Mr. Mayor may I have a consensus of council of whether or not to proceed?

ATHLETIC BOOSTER CLUB AGREEMENT

The within Athletic Booster Club Agreement (hereinafter this or the "Agreement") is entered into by and between THE TOWN OF SURFSIDE BEACH, a political subdivision of the State of South Carolina, whose Administrative Office is at 115 Highway 17 North, Surfside Beach, SC 29575 (hereinafter "**Town**"); and The Surfside Beach Youth Sports Association, a South Carolina non-profit corporation, whose administrative office is at 633 Menlo Park Lane Myrtle Beach 29588 (mailing address) (hereinafter "**SBYSA**").

This Agreement is dated this _____ day of _____, 2013, and shall have an Effective Date of the _____ day of _____, 2013 (the "**Effective Date**").

Purpose of Agreement

1. PURPOSE AND ACKNOWLEDGMENTS

1.1 SBYSA acknowledges that the Town is a municipal government that is responsible for promoting the health, safety and welfare of its citizens and residents and that Town has organized, staffed and funded a recreation department to in part promote the health and welfare of the youth residing in within the Town.

1.2 Town acknowledges and recognized that SBYSA is a South Carolina non-profit corporation organized by volunteers within the Surfside Beach area for charitable purposes including to promote, encourage, direct, and operate athletic programs for the youth of the Surfside Beach, SC area, and shall strive to promote ideals of good citizenship, as well as sportsmanship, through its athletic programs and activities for the benefit of the community.

1.3 The parties have stipulated and agreed that it would be in the best interest of the youth who reside in the Surfside Beach area, and financially advantageous to the Surfside Beach taxpayers, if the parties collaborate and cooperate with each other to operate the Town's facilities and the youth sports activities within the town of Surfside Beach.

1.4 The parties have negotiated, stipulated and agreed to the within terms upon which the Town will support the efforts of SBYSA to promote, encourage, direct, and operate athletic programs for the youth of the Surfside Beach, SC area and the parties wish to memorialize their agreements and understandings herein.

2. TERM

This Agreement shall commence with the Effective Date hereof and shall remain in force and effect indefinitely, unless and until cancelled by either party pursuant to the provisions of this Agreement.

3. SCOPE OF SERVICES TO BE PROVIDED BY SBYSA

3.1 Without incurring any costs for the Town, SBYSA shall promote, encourage, direct, and operate athletic programs for the youth of the Surfside Beach, SC area and shall promote and offer at a minimum programs for the following sports: baseball and softball.

3.2 Without incurring any costs for the Town, SBYSA shall undertake to market for, screen and select coaches, assistant coaches, referees, umpires and all other officials necessary to the operation of a youth sports program within Surfside Beach (hereinafter collectively "Officials").

3.3 SBYSA shall promulgate minimum standards and qualifications for the selection of Officials and shall promulgate rules and regulations to which all Officials shall contractually consent.

3.4 The standards and qualifications for the selection of Officials shall include a requirement that all Officials selected shall be the subject of a national criminal background check undertaken by the Town pursuant to Section 4.2 of this Agreement, and that each individual, in order to serve as an Official, must pass the criminal background check to the satisfaction of both the Town and SBYSA.

3.5 The rules and regulations promulgated by SBYSA shall include the following:

> To further protect our youth participants, as well as our coaches, officials and volunteers, we strongly advise that no adult person allow him/herself to be alone with a child or with any group of children during sponsored activities. In particular, we recommend that coaches or other adult members of this organization:
>
> a. Not drive alone with a child participant in the car
> b. Not take a child alone to the bathroom, locker room or any other private room
> c. Not provide one-on-one training or individual coaching except with the assistance of another adult or the child's buddy.
> d. If you must have a private conversation with a youth participant, do it within view of others, on the field, instead of in a private office
> e. Coaches and other adult members of this organization should not socialize individually with the participants outside of sponsored activities

3.6 SBYSA shall undertake to organize and administer: all schedules of events; team rosters and assignments; registration; tryouts / evaluations; Team drafts; Selection of Coaches (subject to the Town's consent); Schedules for practices and games;

Selection of all-star coaches and teams; Scheduling of Umpires and scorekeepers and fees incurred; and Any and all league and franchise fees. SBYSA shall also be responsible for any and all promoting and fundraising activities, from which SBYSA shall retain all funds.

3.7 SBYSA shall pay directly or reimburse the Town, at the Town's option, the costs of all public utilities associated with or utilized in connection with the Town's facilities.

4. SCOPE OF SUPPORT TO BE PROVIDED BY TOWN

4.1 The Town shall nominate and appoint town officials who are employees of the Town to coordinate with the SBYSA to provide the support pledged by the Town herein.

4.2 The Town shall undertake to conduct a national criminal background check on each and every individual nominated to serve as an Official by the SBYSA. The Town will not unnecessarily make the results of any such criminal background check public, but will share the results with a designated official of the SBYSA.

4.3 The Town shall maintain the following facilities to such standard and condition deemed appropriate by Town, and shall license and does hereby license SBYSA to utilize the below listed facilities on a non-exclusive basis for the purpose of promoting, encouraging, directing and operating athletic programs for the youth of the Surfside Beach, SC area.

a. Huckabee Recreational Complex including fields and downstairs equipment room.
b. Martin Field

4.4 Notwithstanding that the license to utilize the above facilities granted to SBYSA herein is non-exclusive, it is stipulated and agreed that the programs and schedules organized and operated by SBYSA shall be given priority status over all other uses of the facilities.

4.5 Pursuant to the parties' negotiations, the Town shall install and maintain lighting for the concession stand at both the entry door and serving area. Further, the Town shall install at Martin Park a scoreboard that the Town owns, however, the Town shall not be required to repair or replace the scoreboard should it be inoperable.

4.6 The Town shall accommodate SBYSA with public utilities provided to the facilities such as electricity, water, sewer, telephone and cable, however, the Town shall not be required by this Agreement to install any utilities not currently installed and shall not be required to pay the costs associated with any utilities.

4.7 The Town has inventoried and does hereby license possession and use to SBYSA the Town's below listed sports equipment:

151 - baseball/softball helmets
5 dz - adult softballs
4 dz - Dixie boys baseballs
5 dz - Dixie youth baseballs
22 dz - Dixie softballs
4 dz - t-balls
6 dz - practice balls
56 chest protectors
18 pr shin guards
90 - catcher's masks
9 - gloves
9 pr -cleats (various sizes)
546 - baseball/softball pants (various sizes)
Miscellaneous - scorebooks, all-star shirts, socks, chin straps, etc.)
1 - pitching machine
184 - baseball/softball bats (various sizes)

5. ACCOUNTING FOR PUBLIC FUNDS / ACCESS TO RECORDS

5.1 It is acknowledged by and between the parties that while SBYSA is not a public entity, the Town is a public entity and has committed to support the SBYSA with public facilities and assets. Accordingly, the parties do hereby stipulate and agree that SBYSA shall make available to the Town, and to any auditor, attorney, accountant or professional nominated by the Town, all books and records of SBYSA upon reasonable written notice of at least seven (7) days.

5.2 It is further stipulated and agreed that the Town may disclose any and all information obtained concerning the books and records of SBYSA to the public and may include copies of or references to any information obtained in the Town's financial records.

6. GENERAL TERMS OF CONTRACT

6.1. **Headings**: Headings to paragraphs in this Agreement shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Agreement.

6.2 **Time of Performance**: The timely performance by SBYSA of the services described in this Agreement is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by an Act of God, shall permit Town to declare this Agreement void and of no further effect.

6.3. **Arbitration**: This Agreement is not subject to arbitration.

6.4. **Dispute Resolution**: In the event that any dispute arises between the parties that cannot be resolved by the parties, and as a prerequisite to the filing by either party

of a lawsuit, the parties shall participate in a minimum of four (4) hours of mediation, in Horry County, and with a South Carolina Circuit Court Mediator. If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

6.5. **Merger, Amendment, and Waiver**: This Agreement contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Agreement merges all prior contracts, agreements, and understandings between Town and SBYSA concerning the scope of undertakings described herein. The Scope of Services described in this Agreement, and all other terms of this Agreement, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of Town and SBYSA. Forbearance by Town from enforcing the strict terms of this Agreement shall not be a waiver of any other term of this Agreement, nor shall such forbearance entitle SBYSA to rely upon such forbearance in the event of another similar breach by SBYSA of the terms of this Agreement. Any variance to the terms of this Agreement shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

6.6. **Compliance with EEOC and other State and Federal Laws**: To the extent relevant and set forth in the respective statutes, SBYSA shall comply with the provisions of:

6.6.1. Title VII of the Civil Rights Act of 1964;

6.6.2. Age Discrimination in Employment Act of 1967;

6.6.3. Title I of the Americans with Disabilities Act of 1990;

6.6.4. Equal Pay Act of 1963;

6.6.5. Fair Labor Standards Act of 1938;

6.6.6. Immigration Reform and Control Act of 1986; and

6.6.7. South Carolina Wages Act, S.C. Code § 37-10-10 *et seq.*

6.7. By entering into this Agreement, SBYSA affirmatively warrants that SBYSA has not violated such laws, and further warrants that during the term of this Agreement, SBYSA shall remain in compliance therewith.

7. WARRANTIES OF SBYSA AND TOWN:

7.1. Town warrants that Town has the lawful authority required under State law and Town's Ordinances to enter into and perform this Agreement;

7.2. SBYSA warrants that SBYSA has:

a. All necessary licenses and consents required for SBYSA to enter into and fully perform the Scope of Services set forth herein; and is in good standing in the State of South Carolina;

b. All required insurances as set forth in Section 7.3 of this Agreement, including Workman's Compensation Insurance and General Liability Insurance, to indemnify Town against any and all claims arising under or as a result of the performance of this Agreement;

c. No conflict of interest with any other contract with a third party that might cause a claim to arise against Town by the entry into or performance of this Agreement by SBYSA.

7.3. SBYSA warrants that SBYSA shall throughout the term of this Agreement:

a. Maintain policies of workmen's compensation and general liability insurance, in those amounts as may be required by the Town's Administrator, provided that all policies of general liability insurance shall be in a minimum amount of One Millions Dollars ($1,000,000.00). Further, all policies of insurance shall be underwritten through a company holding at minimum an "A" rating and the Town shall be named as an additional insured and a certificate holder upon all policies of insurance.

b. Properly withhold from all wages, commissions, salaries, and fees paid by SBYSA to third parties or employees, agents, or sub-contractors of SBYSA, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

c. Ensure that any third party, employee, agent, or sub-contractor of SBYSA shall comply with the terms of this Agreement concerning employment discrimination, insurances, and withholdings, so far as concerns this Agreement;

d. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.,* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

8. OWNERSHIP OF SUBJECT MATTER: Unless otherwise agreed between Town and SBYSA, and approved by Town's attorney:

8.1. All plans, reports, surveys, forms, rosters schedules and work product of SBYSA concerning this Agreement (but not internal working files, drafts, and memoranda) shall become the property of Town during and at the completion or termination of this Agreement;

8.2. All materials and equipment supplied or loaned by Town to SBYSA during the term of this Agreement shall remain the property of Town;

8.3. All intellectual property provided to Town by SBYSA and originating from this Agreement shall become and remain the property of Town, and SBYSA shall not, without the written consent and license from Town, use such intellectual property for another purpose.

9. EARLY TERMINATION OF CONTRACT

9.1 Town shall have the right, upon thirty (30) days written notice to SBYSA, to terminate this Agreement and any and all licenses granted herein, and thereafter Town shall retake possession of any and all sports equipment and resume responsibility for promoting, encouraging, directing, and operating athletic programs for the youth of Surfside Beach, SC.

9.2 SBYSA shall have the right, upon one hundred eighty days written notice to Town, to terminate this Agreement, upon which termination SBYSA shall relinquish all licenses granted herein surrender all sports equipment held by it to Town. However, SBYSA may not terminate this Agreement such that any effective date of termination would occur during a season of any sport program.

10. NOTICES TO PARTIES: All notices to each party to this Agreement, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

10.1. **If, To Town**:
Town Administrator
Town of Surfside Beach
115 Highway 17 North
Surfside Beach SC 29575

10.2. **If, To SBYSA**:
Surfside Beach Youth Sports Association, Inc.
PO Box 14107
Surfside Beach SC 29587

10.3. **Form of Notice**: All notices required or permitted under this Agreement shall be effective:

10.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

10.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

SBYSA: _____

By: Dennis Seman, President

Witness: _____

Town: _____

By: Micki Fellner, Town Administrator

Witness: _____

BY-LAWS OF

SURFSIDE BEACH YOUTH SPORTS ASSOCIATION, INC.

SURFSIDE BEACH, SOUTH CAROLINA

PREAMBLE

The Surfside Beach Youth Sports Association, Inc. (also referred to herein as "SBYSA" or "the Association") does hereby set forth the following by-laws to govern its operations.

ARTICLE I

Name

Section 1 – The name of this organization shall be the "Surfside Beach Youth Sports Association, Inc." and the organization may also be referred to herein and elsewhere as "SBYSA" and /or "the Association".

ARTICLE II

Purpose

Section 1 – The SBYSA shall be a South Carolina eleemosynary corporation, organized for charitable purposes including to promote, encourage, direct, and operate athletic programs for the youth of the Surfside Beach, SC area, and shall strive to promote ideals of good citizenship, as well as sportsmanship, through its athletic programs and activities for the benefit of the community:

Section 2 – SBYSA shall at all times observe all federal, state and local laws that are applicable to non-profit corporations, as defined by the Internal Revenue Code 501(c)(3).

ARTICLE III

Membership / Registration Fees

Section 1 – Any persons having a child that participates in SBYSA activities are eligible for membership, however, membership in the Association shall not be limited to persons with a child that participates in SBYSA activities. The Board of Directors may also accept as a member any person or entity deemed by the Board to be a suitable member of the Association, always remaining cognizant of the purpose of the Association. An annual membership fee, as established from time to time by the Board of Directors and upon terms such terms as the Board shall deem appropriate, shall be assessed to all Members.

Section 2 – The Board of Directors shall have the power to refuse to accept a member, or to expel a member of the Association any person or persons whose activities might be detrimental to, or inconsistent or contrary to: the purpose of the Association, these By-Laws, The Association's Articles of Organization, or any applicable provision of federal, state or local laws.

Section 3 – The Association shall assess an annual membership fee to all Members, the amount of which shall be established by the Board of Directors from time to time. All membership fees collected from all programs and /or activities shall be deposited into the Association's General Fund

Section 4 – A registration fee shall be charged for participation in each sport and / or activity at the rate specified by the Board of Directors. All registration fees collected from all programs and /or activities shall be deposited into the Association's General Fund.

Section 5 – The Association shall accept requests for a waiver of fees, "Financial Hardship Waivers", which requests shall be submitted to the Board of Directors for approval or denial, in the discretion of the Board of Directors, and on a case by case basis. The review by the Board of Directors of request for Financial Hardship Waivers may be undertaken in an executive session and any information provided by an application for a Financial Hardship Waiver may be deemed information that is not publically available.

ARTICLE IV

Board of Directors

Section 1 – The property and affairs of the SBYSA shall be managed and controlled by a Board of Directors (also referred to as "the Board") each member being a "Director". The duties of the Board shall be to carry out the stated purposes of the organization. Two or Members of the same immediate family may not serve simultaneously at Directors. Each Director shall serve on a volunteer basis and without any compensation, provided however, that each Director may be reimbursed his or her actual out of pocket expenses.

Section 2 – Any person(s) desiring to serve as a Board member of the Association shall be subjected to a national criminal background check and may not serve as a Board Member if the results of the background check reveal any felony convictions or misdemeanor convictions involving a crime of moral turpitude.

Section 3 – The Board shall consist of seven (7) Directors of which, four (4) Directors shall be appointed by the incorporator for a three (3) year term that expires on the 3rd annual meeting of the Members and three (3) Directors shall be appointed by the incorporator for a two (2) year term that expires on the 2nd annual meeting. Each Board member shall be entitled to cast one vote for each Director's position, and cumulative voting shall not be permitted.

Section 4 – Beginning with the 2nd annual meeting, and at each subsequent annual meeting, Directors shall be elected for two (2) year terms, each term to end on the date on which the relevant annual meeting is held. If no quorum is had in the annual meeting, each Board Member whose term would ordinarily expire shall continue to serve until such time as an annual meeting is held for which the requisite quorum is had.

Section 5 – The Board shall meet bimonthly during the second week of June, August, October, December, February and April of each year, at a time and place designated by the Board. Special meetings may be called by the Chairperson of the Board, or in his/her inability to act, by an officer of the association, or by the written request of four (4) Members of the Board.

Section 6 – Meetings of the Directors shall be open to the public, provided that nothing in this section may serve to prevent the Board of Directors from meeting in executive session for the purposes that would be permissible if the Association were a public body and entitled to meet in private pursuant to the South Carolina Freedom in Information Act, SC Code 20-4-10 est. seq.

Section 7 – The Chairperson of the Board shall preside at all meetings, if available. In the absence or inability of the Chairperson, the Vice-Chairperson shall preside over the meeting.

Section 8 – For any meeting of the Board of Directors, a quorum shall consist of a minimum of four (4) Directors. The Board of Directors, provided that a quorum is present shall act by majority vote. A written report of the business transacted at each Board meeting shall be made by the Secretary of the Association.

Section 9 – The Board of Directors, by a vote of two-thirds (2/3) of the Directors may remove an officer of the Association and may expel any member of the Association for the reasons set forth in Article III hereof. The Board of Directors, by a vote of at least three-fourths (3/4) of the Directors, may remove a Director of the Association, if in their collective judgment the best interest of the Association will be served by the removal of a Director.

Section 10 – Upon the death, incapacity, resignation, removal of a Director, or in the event of a vacancy in the Board of Directors occasioned by any reason, the unexpired term of the vacant Director position shall be filled by a Member of the Association upon appointment by the Board of Directors.

Section 11 – The Board of Directors shall appoint the officers of the Association.

ARTICLE V

Officers

Section 1 – The officers of the Association shall be a President, a Secretary, and a Treasurer, each of whom shall be appointed by the Board of Directors. The Chairman of the Board of Directors shall also serve as the President. Such other officers and assistant officers as may be deemed necessary, including any Vice-Presidents, may be appointed by the Board of Directors. If specifically

authorized by the Board of Directors, an officer may appoint one or more officers or assistant officers. The same individual may not simultaneously hold more than one office in the Corporation.

Section 2 – Terms of office shall be for two (2) years. Officers may be re-elected, but no one person may serve more than two consecutive terms in the same office. The Officers shall be elected by majority vote of the Members of the Board.

The current Chairperson shall convene the Board immediately following the Annual Meeting to allow the election of officers to assume office on the first of the month that follows the Annual Meeting. The Board's Nominating Committee will prepare a slate of officers to be presented for nomination. Nominations may also be made from the floor.

Other business may also be conducted if there is a need to do so.

Section 3 – The duties of the officers shall be as follows:

President

1. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for membership of the Association and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

2. The President shall preside at all meetings of the Board of Directors.

3. The President shall work with the Board, the Surfside Beach Town Council and other public and private entities, to plan, promote, and execute programs to meet the needs of the Association.

4. The President may serve as co-signer of checks, as needed and must sign in person any check of twenty-five hundred dollars or more ($2,500.00) along with the Treasurer.

Vice President

1. The Vice President shall assist the President of the Association and, subject to the control of the Board of Directors, shall in the absence or inability of the President, in general supervise and control all of the business and affairs of the Association. He shall, when the President is not present and able, preside at all meetings of the Members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for membership of the Association and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has

authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Vice President and such other duties as may be prescribed by the Board of Directors from time to time.

2. The President shall preside at all meetings of the Board of Directors in which the President is not present and able to preside.

3. The Vice President shall work with the Board, the Surfside Beach Town Council and other public and private entities, to plan, promote, and execute programs to meet the needs of the Association.

4. The Vice President may serve as co-signer of checks, as needed.

Secretary

1. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of any seal of the Association and if there is a seal of the Association see that it is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) when requested or required, authenticate any records of the Association; (e) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (f) sign with the President, or a Vice-President, certificates for membership in the Association, the issuance of which shall have been authorized by resolution of the Board of Directors; (g) have general charge of the membership rolls of the Corporation; and (h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

2. The Secretary shall assist the President and the Board of Directors in the planning, promoting/execution of duties.

3. The Secretary shall carry out other duties assigned by President or the Board of Directors.

4. The Secretary may serve as co-signer of checks, as needed.

Treasurer

1. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever and deposit all such moneys in the name of the Association in such banks, trust companies or other depositaries as shall be selected by the Board of Directors; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a

bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

2. The Secretary may serve as co-signer of checks, as needed and must sign in person any check of twenty-five hundred dollars or more ($2,500.00) along with the President.

3. Attend meeting when necessary with funding source representatives OR Auditors along with the Executive Director.

4. To be responsible as one co-signer of designated agency checks.

5. To make recommendations as to possible sources of funding and methods of financing the organization.

Section 4 – Removal of Officers. Any officer or agent may be removed by the Board of Directors at any time, with or without cause. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not of itself create contract rights.

Section 5 – Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors.

ARTICLE VI

Meetings

Section 1 – An annual meeting of the Members shall be held during the first week of August or September of each year for the purpose of electing new Board Members for the next calendar year, should Board vacancies occur, and for conducting other necessary business.

Section 2 – Special Meetings of the Members may be called for any lawful purpose upon: the petition of a minimum of ten (10) active Members in good standing, the request by any officer of the Association, or by the Board of Directors.

Section 3 – For any annual or special meeting of the Members, a quorum shall consist of ten (10) Members, excluding any Members that may hold an office in the Association or that is a Board member.

Section 4 – In addition to the annual meeting of the Members, and the scheduled meetings of the Board, other meetings of the Members may be called as deemed necessary by the Board.

Section 3 – All meetings of the Members, Board, and Committee shall be conducted in accordance with the most current edition of Roberts Rules of Order.

Section 4 – All meetings of the Board of Directors shall be publicly announced according to FOIA rules, and at least 72 hours in advance.

ARTICLE VII

Committees

Section 1 – The Board shall have the power to establish all Committees as are deemed necessary to carry out the functions of the Board and appointed by the Board. The Chairperson of the Board shall serve as ex-officio member of all committees except the Nominating Committee.

Section 2 – There shall be Nominating Committee composed of a minimum of three (3) persons and a maximum of five (5) persons to submit nominations for Board Members at the Annual Meetings. Nominating Chairperson and two other Board Members will be selected by the Chairperson of the Board of Directors. The committee may include two (2) persons from the general membership. Nominations may be made from the floor with previous consent of the nominee.

ARTICLE VIII

Legal Instruments / Open Books and Records

Section 1 – All checks or drafts drawn upon any account of the Association must bear the signatures of at least two (2) officers of the Association.

Section 2 – Any debt or lease obligation of the Association must be approved a minimum of a three-fourths (3/4) vote of the Directors.

Section 3 – Whether or not the Association can be considered a "public body" as the term is defined in SC Code 30-4-20, the Association's meetings, books and records shall be open to public review by any member of the public upon reasonable inquiry and request. However, in order that the Association cannot be unduly burdened, the Association's officers may establish policies and procedures by which requests for information must be made and by which the Association may charge reasonable costs to requesting parties in order to reimburse the Association for the time and resources expended in responding to any requests for the Associations books and records.

ARTICLE IX

Dissolution

Section 1 – Not withstanding any other provision of the articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal Income Tax under section 501 (c) (3) of the Internal Revenue Codes of 1954 of the corresponding provision of any future United States Internal Revenue Law or (b) a corporation contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code of 1954 of any other corresponding provision of any future United Stated Internal Revenue Law.

Section 2 – The existence of the Corporation shall be in perpetuity. In the event that it should be dissolved or terminated, the last Board shall distribute all of the remaining funds and property of the Association to the Town of Surfside Beach. In the event that any tender of the remaining funds and property of the Corporation are not accepted by the Town of Surfside Beach, the same shall be distributed to some other charitable tax-exempt organization, which holds a tax exempt rating in accordance with the Internal Revenue Code 501 (c) of the Internal Revenue Code of 1954, or the corresponding provisions of any prior or future Internal Revenue Code, or to the Federal, State, or Local Government for exclusive public use.

ARTICLE X

Amendments

Section 1 – These By-Laws may be amended by any regular or special meeting of the Members by two-thirds vote of active Members attending or voting, provided previous notice of such amendments has been sent to the Members, in writing, at least seven (7) days prior to the Annual Meeting and notice of any proposed amendments is given to the Town of Surfside Beach at least thirty (30) days prior to the Annual Meeting.

AFTICLE XI

Adoption

Section 1 – These By-Laws are hereby adopted by the Incorporator with the effective date being identical to the date the Company's Articles were filed with the Secretary of State.

_____

Dennis Seman, Incorporator

Dated: _____, 2013

INCORPORATOR'S APPOINTMENT OF DIRECTORS

SURFSIDE BEACH YOUTH SPORTS ASSOCIATION, INC.

SURFSIDE BEACH, SOUTH CAROLINA

Pursuant to Article IV, Section 3 of the By-Laws for Surfside Beach Youth Sports Association, Inc., the Incorporator hereby appoints the following listed individuals to serve as Directors of the Corporation for the respective terms shown:

Two Year Appointments: The following Directors are hereby appointed for a term of approximately two (2) years, which term shall expire at the conclusion of the 2nd annual meeting of the Members.

Monty Parker
613 Broad River Road
Myrtle Beach, SC 29588
843-457-8134
mparker260@aol.com

Mark Bartholomey
4069 Grousewood Drive
Myrtle Beach, SC 29588
843-997-7277
marksellsthebeach@gmail.com

Greg Bryson
432 Harbour Reef Drive
Myrtle Beach SC 29588
843-446-9379
gregbryson@sccoast.net

Three Year Appointments: The following Directors are hereby appointed for a term of approximately three (3) years, which term shall expire at the conclusion of the 3rd annual meeting of the Members.

Dennis Seman
633 Menlo Park Lane
Myrtle Beach, SC 29588
843-855-4019
d.seman@yahoo.com

Dan Flood
116 Seventh Avenue South
Surfside Beach, SC 29575
843-222-5118
flooddan@aol.com

Will Rabon
611 Sandy Lane
Surfside Beach, SC 29575
843-241-8540
will@rabonconstruction.com

Chris Sullivan, Treasurer
5868 Friendship Lane
Myrtle Beach, SC 29588
843-340-8740
irrigate@sc.rr.com

The Incorporator hereby appoints the Directors with the effective date being identical to the date the Company's Articles were filed with the Secretary of State.

_____
Dennis Seman, Incorporator

DIRECTOR'S RESOLUTION AND APPOINTMENT OF OFFICERS

SURFSIDE BEACH YOUTH SPORTS ASSOCIATION, INC.

SURFSIDE BEACH, SOUTH CAROLINA

The undersigned, being the initial Directors of the Surfside Beach Youth Sports Association, Inc., in an organization meeting have made and adopted the within Resolution and Appointment of Officers as of the date shown below, with the effective date being identical to the date the Company's Articles were filed with the Secretary of State.

Be it resolved that the actions of the Incorporator to organize the Corporation, to adopt the By-Laws for the Corporation, to obtain a federal tax identification number for the Corporation and to open a bank account for the Corporation are hereby ratified and accepted by the Corporation.

Be it further resolved that the following individuals are hereby elected to serve as an Officer of the Corporation and specifically to the respective office shown:

Mr. Dennis Seman is appointed to serve as the **President** of the Corporation.

Mr. Dan Flood is appointed to serve as the **Vice President** of the Corporation.

Mr. Will Rabon is appointed to serve as the **Secretary** of the Corporation.

Mr. Chris Sullivan is appointed to serve as the **Treasurer** of the Corporation.

Be it further resolved that the Mr. Dennis Seman, a President of the Corporation is authorized and directed to execute on behalf of the Corporation the Athletic Booster Club Agreement negotiated with the Town of Surfside Beach.

The within resolutions and appointments are certified by the undersigned this _____ day of _____, 2013.

_____	_____
Dennis Seman, Director	Dan Flood, Director
_____	_____
Will Rabon, Director	Chris Sullivan, Director
_____	_____
Monty Parker, Director	Mark Bartholomey, Director

Greg Bryson, Director

DIRECTOR'S RESOLUTION AND APPOINTMENT OF OFFICERS

SURFSIDE BEACH YOUTH SPORTS ASSOCIATION, INC.

SURFSIDE BEACH, SOUTH CAROLINA

The undersigned, being the initial Directors of the Surfside Beach Youth Sports Association, Inc., in an organization meeting have made and adopted the within Resolution and Appointment of Officers as of the date shown below, with the effective date being identical to the date the Company's Articles were filed with the Secretary of State.

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The within resolutions and appointments are certified by the undersigned this _____ day of _____, 2013.

_____	_____
Dennis Seman, Director	Dan Flood, Director
_____	_____
Will Rabon, Director	Chris Sullivan, Director
_____	_____
Monty Parker, Director	Mark Bartholomey, Director

Ordinance No. 12-0734
First Reading: 01/08/2013
Second Reading: 01/22/2013

STATE OF SOUTH CAROLINA)	AN ORDINANCE OF THE TOWN OF SURFSIDE BEACH
)	TO AMEND CHAPTER 7 OF THE TOWN'S CODE OF
COUNTY OF HORRY)	ORDINANCES TO REVISE DIVISION 2 -SEC. 7-12
)	§1-4 AND INCLUDE IN DIVISION 3 SECTION 7-37 §G
TOWN OF SURFSIDE BEACH)	

WHEREAS, the Mayor and Town Council of the Town of Surfside Beach, in council duly assembled adopted The Town's Code of Ordinances, to include Section 1-12 which allows for the amendment of the code when the public necessity, convenience or general welfare justify such action; and

WHEREAS, the Mayor and Town Council has determined that the facts and findings provided to them support the recommendations to have the above sections amended,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Chapter 7 of the Town's Code of Ordinances, Division 2 Section 7-12 § 1-4 and Division 3 Section 7-37 be amended to add G to read:

DIVISION 2 SECTION 7-12 § 1-4

Sec. 7-12. - Service charges.

(1) *Mobile container service*. Mobile refuse container service shall be charged at the rate of eighteen dollars and 75 cents ($18.75) per month per cart for all customers serviced by the town.

(2) *Roll-out curb service.*
(a) *Summer roll-out curb service.* Mandatory rollout curb service shall be in effect for transient rental properties, i.e., rentals less than thirty (30) days, which are deemed commercial operations, located within the R-3 and C-3 zoning districts, from the second Sunday in May through the first Sunday following Labor Day at the rate of seventy-six dollars and twenty-five cents ($76.25) per month per cart. This charge is broken down as follows:
$18.75 x 3 time per week service= $56.25; plus $20 summer service charge.

Amended by substituting Mr. Steven's written approved motion to amend at 01/08/2013 meeting.

~~(b) *Winter roll-out curb service.* Mandatory rollout curb service shall be in effect from the second Wednesday after Labor Day until the second Wednesday in May at the rate of twelve dollars ($12.00) per month per cart for transient rental properties, i.e., rentals less than thirty (30) days, for properties:~~

- ~~Along the side & touching Ocean Boulevard, Seaside Drive, Yaupon Drive, Dogwood Drive, and Pinewood Drive from 3rd Avenue North to 3rd Avenue South.~~

- ~~Along the east side of Dogwood Drive North to Ocean Boulevard from 4th Avenue North to 17th Avenue North.~~
- ~~Along the east side of Dogwood Drive South to Ocean Boulevard from 4th Avenue South to Melody Lane.~~

"(b) Winter Roll Out Curb Service of $12.00 dollars per month shall be optional for the total R-3 district and shall be mandatory for the total C-3 district.

Persons or properties who want to opt out of the Winter Roll Out Curb Service in the R-3 district shall notify the Town of Surfside Beach Public Works Department. This notification shall be made each and every year that a person or property want to opt out of the Winter Roll Out Curb Service to the Surfside Beach Public Works Department.

Failure to notify the Surfside Beach Public Works Department shall result in that person or property in the R-3 district being charged a Winter Roll Out Service of $12.00 dollars per month.

If a cart for a person or property that has opted out of the Winter Roll Out Services is rolled out to the street and the person or property fails to remove the cart from the street, the Surfside Beach Public Works Department can reinstate the Winter Roll Out Service fee of $12.00 dollars without notifying the person or property who chose to opt out. This [illegible] PW dir w/ designee action from shall be at the description

or if waste or garbage [illegible]

Winter Rates for [sic] shall be a price of $30.75, broken down at $18.75 per month plus a $12.00 dollar Winter Roll Out Curb Service fee from the second Wednesday after Labor Day until the second Wednesday in May at the rate of $12.00 per Month per Cart for the Roll Out Curb Service for transient rental properties, i.e., rentals less than thirty (30) days, for properties in the C-3 and R-3 districts."

Exception: Year-round resident owners of multi unit homes are exempt from summer roll-out curb service for rental units that are attached to their primary residence, provided that Moby carts for the rental units located on the property are curbside at the appointed times. Should said resident owner fail to place Moby carts curbside at the appointed time, the town reserves the right to require the owner to participate in summer roll-out service as set forth herein.

(3) *Exemption from rollout curb service.* Owners of noncommercial properties in the R-3 and C-3 zoning districts must provide written notification to the Town of Surfside Beach of either permanent residency or non-rental status. This

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notification must be made each year to the town. Acceptable forms of notification shall include a valid South Carolina driver's license with address of property within town limits to establish residency, a copy of a current lease for a rental property within town limits, or a signed notification of noncommercial use.

(4) *Bulk containers service.* Bulk container service shall be charged at the rate of twenty-six dollars and twenty-five cents ($26.25) per container per pickup for 6-yard containers and thirty-one dollars and seventy-five cents ($31.75) per container per pickup for 8-yard containers.

DIVISION 3 SECTION 7-37 § G

Sec. 7-37. - Special disposal problems

(g) Electronic Waste (E-scrap). Effective July 1, 2011 – residents may not knowingly place or discard a computer, computer monitor, printer or television, or component of same, in any waste stream that is to be disposed of in a solid waste landfill. The Town will not collect these items with regular refuse after this date.

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 22nd day of January 2013.

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

B. Winter Roll Out Curb Service *of $12.00 dollars per month shall be optional for the total R-3 district and shall be mandatory for the total C-3 district.*

Persons or properties who want to opt out of the Winter Roll Out Curb Service in the R-3 district shall notify the Town of Surfside Beach Public works Department . This notification shall be made each and every year that a person or property want to opt out of the Winter Roll Out Curb Service to the Surfside Beach Public Works Department.

Failure to notify the Surfside Beach Public Works Department shall result in that person or property in the R-3 district being charged a Winter Roll Out Service of $12.00 dollars per month.

If a cart for a person or property that has opted out of the Winter Roll Out Services is rolled out to the street and the person or property fails to remove the cart from the street , the surfside Beach Public Works Department can reinstate the Winter Roll Out Service fee of $12.00 dollars without Notifying the person or property who chose to opt out.

Winter Rates for shall be a price of $30.75, broken down at $18.75 per month plus a $12.00 dollar Winter Roll Out Curb Service fee **from the second Wednesday after Labor Day until the second Wednesday in May** *at the rate of $12.00 per Month per Cart for the Roll Out Curb Service* **for transient rental properties, ie: rentals less than thirty (30) days , for properties in the** *C-3 and R-3 districts.*

Ordinance No. 12-0725
First Reading: 01/22/2013
Second Reading: _____

STATE OF SOUTH CAROLINA)	**AN ORDINANCE OF THE TOWN OF SURFSIDE BEACH**
)	
COUNTY OF HORRY)	**TO AMEND §6-27 TRUSTEES OF THE FIREMEN'S**
)	
TOWN OF SURFSIDE BEACH)	**INSURANCE AND INSPECTION FUND**

WHEREAS, the Mayor and Town Council of the Town of Surfside Beach, in council duly assembled desire to designate the mayor pro tem as a trustee of the Firemen's Insurance and Inspection Fund;

NOW, THEREFORE, Section 6-27 of the Code of Ordinances of the Town of Surfside Beach, South Carolina, is hereby amended to read as follows:

> Section 6-27. Trustees. The mayor, **the mayor pro tempore,** and the chief of the fire department ~~and one (1) council person to be elected by the town council~~ are hereby appointed trustees of the firemen's insurance and inspection fund and they shall have control thereof and direct its disbursement under such rules and regulations as may be adopted by them in accordance with state law.

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 _____ 2013.

_____
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

Submitted by Councilmember Dodge

Ordinance No. 13-0736
First Reading: 01/22/2013
Second Reading: _____

STATE OF SOUTH CAROLINA)	**AN ORDINANCE OF THE TOWN OF SURFSIDE BEACH**
)	
COUNTY OF HORRY)	**TO CREATE SECTION 8, MISCELLANEOUS OFFENSES,**
)	
TOWN OF SURFSIDE BEACH)	**ARTICLE X, LASER POINTING DEVISES**

AN ORDINANCE PROVIDING FOR
THE REGULATION OF LASER POINTING DEVICES

Whereas, the Mayor and Town Council of the Town of Surfside Beach, in council duly assembled on January 22, 2012, desire to adopt an ordinance providing for the regulation of laser pointing devices in the Town of Surfside Beach that is consistent with the recently adopted Horry County ordinance regulating use thereof; and

WHEREAS, laser pointers are small handheld devices, usually battery operated, equipped with a laser diode emitting a very narrow laser beam of visible light, intended to be used to highlight something of interest by illuminating it with a small bright spot of colored light; and

WHEREAS, laser pointers are often used in educational and business presentations for visual demonstrations as a pointing device, are useful in the construction setting, and for certain gun sights; however, if they are aimed at a person's eyes, they can cause temporary disturbances to vision, and in some cases permanent retinal damage; and

WHEREAS, when pointed at aircraft at night, laser pointers may cause spatial disorientation, and otherwise dazzle and distract pilots at critical times, and have been used maliciously to distract or annoy individuals on the ground as well as in the air; and

WHEREAS, recently there has been a proliferation of lasers in the marketplace, particularly higher powered lasers of greater than one (1) milliwatt output and brighter color (e.g., green), due to their appeal as a recreational device, coupled with the low cost of manufacture; and

WHEREAS, especially because of these higher powered lasers, with the resulting increase in their intensity and range, and extra potential hazard when pointed at objects and people, there also has been a dramatic escalation recently in the number of incidents in which damaging laser beams are being directed at people and aircraft in the Town of Surfside Beach; and

WHEREAS, the US Coast Guard, Charleston Sector, has reported several recent cases where pilots were forced to land their aircraft and abort missions during search and rescue operations after being hit with laser beams, particularly debilitating when the pilot is wearing night vision equipment; and

WHEREAS, during the summer of 2012 alone, there have been over 70 reported incidents of aircraft being hit by lasers in and around the Myrtle Beach International Airport.

WHEREAS, therefore, it is the will of Surfside Beach Town Council to provide for regulation of the sale, possession, and use of laser pointed devices in the town limits, and to provide for the enforcement thereof, in the interest of the public's health, safety, and welfare.

NOW, THEREFORE, the Code of Ordinances of the Town of Surfside Beach, South Carolina, is hereby amended by adding Section 8, Miscellaneous Offenses, Article X Laser Pointing Devices, which article shall state:

Chapter 8. Miscellaneous Offenses. Article X: Laser Pointing Devices.

Sec. 8-200. Laser pointers prohibited.

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Sec. 8-200.1. Definitions.

Laser pointer or device means a device that is designed to amplify electromagnetic radiation by stimulated emission that emits a beam designed to be used by the operator as a pointer or highlighter to indicate, mark, or identify a specific position, place, item, or object. Such term also means a device that projects a beam or point of light by means of light amplification by stimulated emission of radiation or other means or that emits light which simulates the appearance of a beam of light.

Contraband means:

a) Any laser pointer or device that is used unlawfully, or
b) Any laser pointer or device that is greater than one (1) milliwatt, as shown by the manufacturer's or distributor's technical specifications as shown on the pointer or device or otherwise, or
c) Any laser pointer or device for which the merchant who offers the device for distribution, sale or barter has no technical specifications showing the manufacturer's or distributor's confirmation that the laser pointer or device is one (1) milliwatt or less in output.

Excluded from this definition are:

1) Lasers used by an authorized individual in the conduct of research and development or flight test operations conducted by an aircraft manufacturer, the Federal Aviation Administration, or any other person authorized by the Federal Aviation Administration to conduct such research and development or flight test operations;
2) Lasers used by members or elements of the Department of Defense or Department of Homeland Security acting in an official capacity for the purpose of research, development, operations, testing or training;
3) Lasers used by an individual as an emergency signaling device to send an emergency distress signal;
4) Lasers used by public safety officials in the regular conduct of their duties;
5) Laser uses specifically permissible by federal or state law;
6) Lasers used for legitimate educational purposes;
7) Lasers used for testing in the course of product manufacturing;
8) Lasers used for legitimate business purposes and during the normal course of such business;
9) Lasers in the possession of individuals if such possession is necessary for the individual's employment, education, trade or occupation, and when not in use;
10) Lasers possessed and/or used as part of a gun sight, so long as such are possessed and/or used in a lawful manner.

Minor means any person who has not attained 18 years of age.

Sec. 8-200.2. Possession by minors unlawful; exception.

(a) It shall be unlawful for any minor to possess a laser pointer or device, while not under the direct supervision of a parent, guardian or teacher, which parent, guardian or teacher takes full responsibility for its possession and use under this Article, and bears the full consequences of its misuse.
(b) Laser pointers or devices in the unlawful possession of minors are subject to immediate confiscation as contraband.
(c) It shall be unlawful for any person, other than a parent, guardian or teacher, to knowingly provide a laser pointer or device to a minor.
(d) Business license holders that distribute, sell or barter laser pointers or devices to minors are subject to the suspension and ultimate revocation of their business licenses.

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Sec. 8-200.3. Prohibited uses; exceptions.

(a) It shall be unlawful for any person to direct the light from a laser pointer or device from public or private property upon another person, a person's means of conveyance, or an animal, on public or private property, or upon a watercraft, airplane, helicopter or other aircraft in public airspace or waterways at any time. Excluded are the possession and use of laser gun sights when possessed and used for lawful hunting purposes, or for self defense as defined by law.

(b) It shall be unlawful for any parent, guardian, person acting in loco parentis, or responsible adult to purchase and give to any minor, or permit any minor in their custody to possess or use, a laser pointer or device while not under the direct supervision of such parent, guardian, person acting in loco parentis, responsible adult, or teacher.

Sec. 8-200.4. Regulated sales

(a) It shall be unlawful for any person to distribute, sale or barter, any laser pointer or device to any adult except under the following conditions:

1. Any distribution of any laser pointer or device shall be verified by the manufacturer's or distributor's technical specifications confirming that the pointer or device is not more than one (1) milliwatt, and the proof of wattage as shown by the technical specifications which must be maintained by the merchant to be available upon demand of law enforcement. It is the merchant's responsibility to obtain proof from the seller/vendor wholesaler. Laser pointers or devices offered for distribution, sale or barter that do not have the proper proof of wattage limitations are subject to immediate confiscation as contraband. Laser pointers and devices offered for sale in their original unopened packaging which confirms that the devices are one (1) milliwatt or less in output are sufficient proof of compliance. If greater than one (1) milliwatt, the distribution, sale or barter must be accompanied by a statement concerning their use limitations, as set forth in this Article, with a written acknowledgment on the part of the buyer as to which exception(s) apply to the possession and use of such laser pointer or device.

2. Any distribution, sale or barter of each individual laser pointer or device must be accompanied by the written warnings of use as required herein, and a signed customer receipt that the warnings of use have been provided in conjunction with the distribution, sale or barter. After verifying the adult status of the customer, the merchant shall require the customer to affix his signature under the legible printed name affirming that the warning has been provided and read.

(b) REQUIRED WARNINGS OF USE. Merchants and purchasers of laser pointing devices shall be required to acknowledge that they have read and understand the warnings of use as set forth below and that a warning form is required to accompany the receipt of a laser pointer or device. Merchants are required to maintain an original signed warning for at least five (5) years from the date of sale and merchants shall produce said executed warning upon request by the town.

WARNING ON POSSESSION AND USE OF A LASER POINTER OR DEVICE
PARENTS! DO NOT BUY THIS PRODUCT FOR MINORS!
THIS PRODUCT CAN BE CONSIDERED A WEAPON!

• Laser beams can temporarily blind or disorient an operator of an airplane, helicopter or vehicle when the beam is directed toward them. The beam is much larger at long distances than you might think. Even though the laser projects a small, millimeter-sized dot close up, at longer distances the beam can be many inches across. When the beam hits the windscreen of a cockpit or the bubble of a helicopter, imperfections in and on the glass spread the light out even more, making it impossible for the pilot to safely navigate. Pilot exposure to the beam can result in flash blindness, glare and distraction in the immediate task of piloting the aircraft. Pointing a laser at an aircraft places all the persons aboard in mortal jeopardy.

• It is a federal felony crime to aim a laser pointer at an aircraft, or at the flight path of an aircraft. The federal penalty is up to five (5) years in a federal prison and/or a fine of several thousand dollars. The US Federal Aviation Administration (FAA) "will pursue the toughest penalties" against persons who

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deliberately aim lasers at aircraft, Transportation Secretary Ray LaHood announced on May 16, 2012. Since June 2011, FAA has taken action against 28 persons with an average fine of $11,000 per laser strike. The highest penalty sought so far is $30,800. FAA has directed its staff not to seek warning notices or counseling, but to use "moderately high civil penalties" for inadvertent laser illuminations, and maximum penalties for deliberate violations. The Town of Surfside Beach will inform the federal authorities of any arrests relating to this crime so that appropriate prosecution to the fullest extent of the law can be achieved at the federal level.

• Section 55-3-130 of the South Carolina Code of Laws also makes it criminal offense to point, aim, or discharge a laser device at an occupied aircraft in the air or on the ground, providing a potential sentence for a first offense of one year in prison, a fine of $2,000, or both. A second or subsequent violation triggers the possibility of even greater sentencing.

• A laser's light is concentrated into a narrow beam. If aimed at a person's eye from close up, most or all of the light goes through the pupil. The already concentrated light is further focused by the lens onto a sharp ("diffraction-limited") dot on the retina. Even at the lower power outputs, the power density from a one (1) milliwatt laser focused to a point is brighter than the equivalent area of the sun's surface. This can cause a detectable injury to the retina, if the laser stays in one spot for a few seconds. Laser beams can permanently blind a person or animal when the beam is directed into their eyes.

• Any person of 17 years or older who possesses a laser pointer or device unlawfully, or who points a laser beam toward any vehicle, person or animal is subject to a conviction for violation of Town of Surfside Beach Code of Ordinance, for assault and battery, and/or for mistreatment of animals, with a $500 fine and up to 30 days imprisonment, or both, as well as being civilly liable for any personal injury to a person or animal, or damage to property, that might result from this illegal act.

• PARENTS, GUARDIANS, AND RESPONSIBLE ADULTS: YOU WILL BE HELD PERSONALLY RESPONSIBLE FOR THE MISUSE OF THIS DEVICE BY ANY MINOR TO WHOM YOU PROVIDE THIS DEVICE, OR BY ANY OTHER PERSON TO WHOM THAT MINOR PROVIDES THIS DEVICE.

• Any parent, guardian, person acting in loco parentis, or responsible adult person, who purchases a laser pointer or device for a minor, or who allows a minor in their custody to access, possess or use a laser pointer or device within the town limits of the Town of Surfside Beach and that laser pointer or device is possessed or used unlawfully, is subject to arrest and prosecution, and upon conviction, is further subject to a fine of $500 and up to 30 days imprisonment, or both. The parent is chargeable as a principal to the crime along with the minor in possession, or who illegally uses the device as a weapon, and is also subject to prosecution for contributing to the delinquency of a minor.

• Any minor 16 years or younger, who is in possession of, or who uses, a laser pointer or device unlawfully, is subject to service of a juvenile summons and will be prosecuted in Family Court by the Solicitors Office.

• Lasers in the unlawful possession of minors are subject to immediate confiscation as contraband, in addition to any other law enforcement action.

• Laser pointers or devices that are used illegally are contraband, and subject to immediate confiscation, in addition to any other law enforcement action.

MERCHANT NAME _____ Date_____

Merchant Represented by _____ its _____
(Employee Signature) *(Position – clerk, owner, salesman, etc.)*

has verified that adult status has been confirmed, and that manufacturer's technical specifications are available to prove that the device is one (1) milliwatt or less, or if greater than one (1) milliwatt, set forth specific exception(s) applicable to possession and use.

CUSTOMER hereby verifies he or she has read and received warnings regarding use of laser pointing devices and operation of laser pointing devices by minors (individuals that have not attained the age of 18 years.)

CUSTOMER: _____ _____
(PRINT Customer Name) *(CUSTOMER'S SIGNATURE)*

DRAFT

Sec. 8-200.5. Laser pointers are considered weapons; assault and battery on person; mistreatment or abuse of animals.

(a) A laser pointer, or any other similar article, which consists of a hand-held, battery operated device of any output, designed or adapted to emit a laser beam and that may be used for the purposes of aiming, targeting or pointing, is considered a weapon when used unlawfully.

(b) When a laser pointer is directed to a person or upon a conveyance piloted, operated or occupied by a person, such conduct is deemed an assault and battery.

(c) When a laser pointer is directed to an animal (other than for lawful hunting purposes), such conduct is considered abuse or mistreatment of animals.

Sec. 8-200.6. Penalty; immediate confiscation.

(a) Any person violating any of the provisions of this Article shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished as the law allows for a misdemeanor crime, with a fine not greater than $500 or 30 days imprisonment or both per incident.

(b) Any laser pointer or device found upon the person of a minor, or used by any person in a prohibited manner, or found in a business as an item for sale without manufacturer's technical specification showing that the output is one (1) milliwatt or less, may be immediately seized as contraband by law enforcement, a court of competent jurisdiction shall determine the temporary or permanent nature of the confiscation.

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 _____ 2013.

_____
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

WARNING ON POSSESSION AND USE OF A LASER POINTER OR DEVICE
PARENTS! DO NOT BUY THIS PRODUCT FOR MINORS!
THIS PRODUCT CAN BE CONSIDERED A WEAPON!

• Laser beams can temporarily blind or disorient an operator of an airplane, helicopter or vehicle when the beam is directed toward them. The beam is much larger at long distances than you might think. Even though the laser projects a small, millimeter-sized dot close up, at longer distances the beam can be many inches across. When the beam hits the windscreen of a cockpit or the bubble of a helicopter, imperfections in and on the glass spread the light out even more, making it impossible for the pilot to safely navigate. Pilot exposure to the beam can result in flash blindness, glare and distraction in the immediate task of piloting the aircraft. Pointing a laser at an aircraft places all the persons aboard in mortal jeopardy.

• It is a federal felony crime to aim a laser pointer at an aircraft, or at the flight path of an aircraft. The federal penalty is up to five (5) years in a federal prison and/or a fine of several thousand dollars. The US Federal Aviation Administration (FAA) "will pursue the toughest penalties" against persons who deliberately aim lasers at aircraft, Transportation Secretary Ray LaHood announced on May 16, 2012. Since June 2011, FAA has taken action against 28 persons with an average fine of $11,000 per laser strike. The highest penalty sought so far is $30,800. FAA has directed its staff not to seek warning notices or counseling, but to use "moderately high civil penalties" for inadvertent laser illuminations, and maximum penalties for deliberate violations. The Town of Surfside Beach will inform the federal authorities of any arrests relating to this crime so that appropriate prosecution to the fullest extent of the law can be achieved at the federal level.

• Section 55-3-130 of the South Carolina Code of Laws also makes it criminal offense to point, aim, or discharge a laser device at an occupied aircraft in the air or on the ground, providing a potential sentence for a first offense of one year in prison, a fine of $2,000, or both. A second or subsequent violation triggers the possibility of even greater sentencing.

• A laser's light is concentrated into a narrow beam. If aimed at a person's eye from close up, most or all of the light goes through the pupil. The already concentrated light is further focused by the lens onto a sharp ("diffraction-limited") dot on the retina. Even at the lower power outputs, the power density from a one (1) milliwatt laser focused to a point is brighter than the equivalent area of the sun's surface. This can cause a detectable injury to the retina, if the laser stays in one spot for a few seconds. Laser beams can permanently blind a person or animal when the beam is directed into their eyes.

• Any person of 17 years or older who possesses a laser pointer or device unlawfully, or who points a laser beam toward any vehicle, person or animal is subject to a conviction for violation of Town of Surfside Beach Code of Ordinance, for assault and battery, and/or for mistreatment of animals, with a $500 fine and up to 30 days imprisonment, or both, as well as being civilly liable for any personal injury to a person or animal, or damage to property, that might result from this illegal act.

• PARENTS, GUARDIANS, AND RESPONSIBLE ADULTS: YOU WILL BE HELD PERSONALLY RESPONSIBLE FOR THE MISUSE OF THIS DEVICE BY ANY MINOR TO WHOM YOU PROVIDE THIS DEVICE, OR BY ANY OTHER PERSON TO WHOM THAT MINOR PROVIDES THIS DEVICE.

• Any parent, guardian, person acting in loco parentis, or responsible adult person, who purchases a laser pointer or device for a minor, or who allows a minor in their custody to access, possess or use a laser pointer or device within the town limits of the Town of Surfside Beach and that laser pointer or device is possessed or used unlawfully, is subject to arrest and prosecution, and upon conviction, is further subject to a fine of $500 and up to 30 days imprisonment, or both. The parent is chargeable as a principal to the crime along with the minor in possession, or who illegally uses the device as a weapon, and is also subject to prosecution for contributing to the delinquency of a minor.

• Any minor 16 years or younger, who is in possession of, or who uses, a laser pointer or device unlawfully, is subject to service of a juvenile summons and will be prosecuted in Family Court by the Solicitors Office.

• Lasers in the unlawful possession of minors are subject to immediate confiscation as contraband, in addition to any other law enforcement action.

• Laser pointers or devices that are used illegally are contraband, and subject to immediate confiscation, in addition to any other law enforcement action.

MERCHANT NAME: _____ Date_____

Merchant by _____ its _____
(Employee Name) *(Position – clerk, owner, salesman, etc.)*

has verified that adult status has been confirmed, and that manufacturer's technical specifications are available to prove that the device is one (1) milliwatt or less, or if greater than one (1) milliwatt, set forth specific exception(s) applicable to possession and use.

CUSTOMER hereby verifies he or she has read and received warnings regarding use of laser pointing devices and operation of laser pointing devices by minors (individuals that have not attained the age of 18 years.)

NAME: _____ _____
(PRINTED Customer Name) *(CUSTOMER SIGNATURE)*

Merchant Training Draft

Debra - *I have incorporated the changes in you may # pages if that is appropriate for an ordinance.
Pg-1

New Article
Chapter 8

TOWN OF SURFSIDE BEACH)

)

STATE OF SOUTH CAROLINA)

WHEREAS, laser pointers are small handheld devices, usually battery operated, equipped with a laser diode emitting a very narrow laser beam of visible light, intended to be used to highlight something of interest by illuminating it with a small bright spot of colored light; and

WHEREAS, laser pointers are often used in educational and business presentations for visual demonstrations as a pointing device, are useful in the construction setting, and for certain gunsights; however, if they are aimed at a person's eyes, they can cause temporary disturbances to vision, and in some cases permanent retinal damage; and

WHEREAS, when pointed at aircraft at night, laser pointers may cause spatial disorientation, and otherwise dazzle and distract pilots at critical times, and have been used maliciously to distract or annoy individual's on the ground as well as in the air; and

WHEREAS, recently there has been a proliferation of lasers in the marketplace, particularly higher powered lasers of greater than 1 milliwatt output and brighter color (e.g. green), due to their appeal as a recreational device, coupled with the low cost of manufacture; and

WHEREAS, especially because of these higher powered lasers, with the resulting increase in their intensity and range, and extra potential hazard when pointed at objects and people, there also has been dramatic escalation recently in the number of incidents in which damaging laser beams are being directed at people and aircraft in the Town of Surfside Beach; and

WHEREAS, the U.S. Coast Guard, Charleston Sector, has reported several recent cases where pilots were forced to land their aircraft and abort missions during

search and rescue operations after being hit with with laser beams, particularly debilitating when the pilot is wearing night vision equipment; and

WHEREAS, during the summer of 2012 alone, there have been over 70 reported incidents of aircraft being hit by lasers in and around the Myrtle Beach International Airport.

WHEREAS, therefore, it is the will of the Surfside Beach Town Council to provide for regulation of the sale, possession, and use of laser pointed devices in the Town limits, and to provide for the enforcement thereof, in the interest of the public's health, safety, and welfare.

NOW, THEREFORE, by the power and authority granted to the Town Council of Surfside Beach by the Assembly of the State, the following law with respect to the regulation of laser pointed devices is hereby ordained and enacted:

1. **ADDITION TO TOWN OF SURFSIDE BEACH CODE.**

Chapter 13 – Offenses and Miscellaneous Provisions
Article XIX. – Laser pointing devices
Sec. 13-100. - Laser pointers prohibited.
Sec. 13-100.1. - Definitions.

Laser pointer or device means a device that is designed to amplify electromagnetic radiation by stimulated emission that emits a beam designed to be used by the operator as a pointer or highlighter to indicate, mark, or identify a specific position, place, item, or object. Such term also means a device that projects a beam or point of light by means of light amplification by stimulated emission of radiation or other means or that emits light which simulates the appearance of a beam of light.

Contraband means a) any laser pointer or device that is used unlawfully, or b) any laser pointer or device that is greater than 1 milliwatt, as shown by the manufacturer's or distributor's technical specifications as shown on the pointer or device or otherwise, or c) any laser pointer or device for which the merchant who offers the device for distribution, sale or barter has no technical specifications showing the manufacturer's or distributor's confirmation that the laser pointer or device is 1 milliwatt or less in output. Excluded from this definition are: 1) lasers used by an authorized individual in the conduct of research and development or flight test operations conducted by an aircraft manufacturer, the Federal Aviation Administration, or any other person authorized by the Federal Aviation Administration to conduct such research and development or flight test operations; 2) lasers used by members or elements of the Department of Defense or Department of Homeland Security acting in an official capacity for the purpose of research, development, operations, testing or training; 3) lasers used by an individual as an emergency signaling device to send an emergency distress signal; 4) lasers used by public safety officials in the regular conduct of their duties; 4) laser uses specifically permissible by federal or State law; 5) lasers used for legitimate educational purposes; 6) lasers used for testing in the course of product manufacturing; 6) lasers used for legitimate business purposes and during the normal course of such business; 7) lasers in the possession of individuals if such possession is necessary for the individual's employment, education, trade or occupation, and when not in use; 8) lasers possessed and/or used as part of a gun sight, so long as such are possessed and/or used in a lawful manner.

Minor means any person who has not attained 18 years of age.

Sec. 13-100.2. - Possession by minors unlawful; exception.

(a) It shall be unlawful for any minor to possess a laser pointer or device, while not under the direct supervision of a parent, guardian or teacher, which parent, guardian or teacher takes full responsibility for its possession and use under this Article, and bears the full consequences of its misuse.
(b) Laser pointers or devices in the unlawful possession of minors are subject to immediate confiscation as contraband.
(c) It shall be unlawful for any person, other than a parent, guardian or teacher, to knowingly provide a laser pointer or device to a minor.

(d) Business license holders that distribute, sell or barter laser pointers or devices to minors are subject to the suspension and ultimate revocation of their business licenses.

Sec. 13-100.3. - Prohibited uses; exceptions.

(a) It shall be unlawful for any person to direct the light from a laser pointer or device from public or private property upon another person, a person's means of conveyance, or an animal, on public or private property, or upon a watercraft, airplane, helicopter or other aircraft, in public airspace or waterways at any time. Excluded are the possession and use of laser gun sights when possessed and used for lawful hunting purposes, or for self defense as defined by law.
(b) It shall be unlawful for any parent, guardian, person acting in loco parentis, or responsible adult to purchase and give to any minor, or permit any minor in their custody to possess or use, a laser pointer or device while not under the direct supervision of such parent, guardian, person acting in loco parentis, responsible adult, or teacher.

Sec. 100.4. - Regulated sales

(a) It shall be unlawful for any person to distribute, sale or barter, any laser pointer or device to any adult except under the following conditions:

1. Any distribution of any laser pointer or device shall be verified by the manufacturer's or distributor's technical specifications confirming that the pointer or device is not more than 1 milliwatt, and the proof of wattage as shown by the technical specifications which must be maintained by the merchant, to be available upon demand of law enforcement. It is the merchant's responsibility to obtain proof from the seller/vendor wholesaler. Laser pointers or devices offered for distribution, sale or barter that do not have the proper proof of wattage limitations are subject to immediate confiscation as contraband. Laser pointers and devices offered for sale in their original unopened packaging which confirms that the devices are 1 milliwatt or less in output are sufficient proof of compliance. If greater than 1 milliwatt, the distribution, sale or barter must be accompanied by a statement concerning their use limitations, as set forth in this Article, with a written acknowledgment on the part of the buyer as to which exception(s) apply to the possession and use of such laser pointer or device.
2. Any distribution, sale or barter of each individual laser pointer or device must be accompanied by the written warnings of use as required herein, and a signed customer receipt that the warnings of use have been provided in conjunction with the distribution, sale or barter. After verifying the adult status of the customer, the merchant shall require the customer to affix his signature under the legible printed name affirming that the warning has been provided and read.

(b) REQUIRED WARNINGS OF USE.

I, the undersigned, have read and understand the warnings of use that are required to accompany the receipt of this laser pointer or device.

WARNING ON POSSESION AND USE OF A LASER POINTER OR DEVICE
PARENTS! DO NOT BUY THIS PRODUCT FOR MINORS! THIS PRODUCT CAN BE CONSIDERED A WEAPON!

- Laser beams can temporarily blind or disorient an operator of an airplane, helicopter or vehicle when the beam is directed toward them. The beam is much larger at long distances than you might think. Even though the laser projects a small, millimeter-sized dot close up, at longer distances the beam can be many inches across. When the beam hits the windscreen of a cockpit, or the bubble of a helicopter, imperfections in and on the glass spread the light out even more, making it impossible for the pilot to safely navigate. Pilot exposure to the beam can result in flash blindness, glare and distraction in the immediate task of piloting the aircraft. Pointing a laser at an aircraft places all the persons aboard in mortal jeopardy.
- It is a federal felony crime to aim a laser pointer at an aircraft, or at the flight path of an aircraft. The federal penalty is up to 5 years in a federal prison and/or a fine of several thousand dollars. The U.S. Federal Aviation Administration "will pursue the toughest penalties" against persons who deliberately aim lasers at aircraft, Transportation Secretary Ray LaHood announced on May 16 2012. Since June 2011, FAA has taken action against 28 persons, with an average fine of $11,000 per laser strike. The highest penalty sought so far is $30,800. FAA has directed its staff not to seek warning notices or counseling, but to use "moderately high civil penalties" for inadvertent laser illuminations, and maximum penalties for deliberate violations. Horry County will inform the federal authorities of any arrests relating to this crime so that appropriate prosecution to the fullest extent of the law can be achieved at the federal level.
- Section 55-3-130 of the South Carolina Code of laws also makes it criminal offense to point, aim, or discharge a laser device at an occupied aircraft, in the air or on the ground, providing a potential sentence for a first offense of one year in prison, a fine of $2,000, or both. A second or subsequent violation triggers the possibility of even greater sentencing.
- A laser's light is concentrated into a narrow beam. If aimed at a person's eye from close up, most or all of the light goes through the pupil. The already-concentrated light is further focused by the lens onto a sharp ("diffraction-limited") dot on the retina. Even at the lower power outputs, the power density from a 1 milliwatt laser, focused to a point, is brighter than the equivalent area of the sun's surface. This can cause a detectable injury to the retina, if the laser stays in one spot for a few seconds. Laser beams can permanently blind a person or animal when the beam is directed into their eyes.
- Any person of 17 years or older who possesses a laser pointer or device unlawfully, or who points a laser beam toward any vehicle, person or animal is subject to a conviction for violation of County ordinance, for assault and battery, and/or for mistreatment of animals, with a $500.00 fine and up to 30 days imprisonment, or both, as well as being civilly liable for any personal injury to a person or animal, or damage to property, that might result from this illegal act.
- PARENTS, GUARDIANS, RESPONSIBLE ADULTS: YOU WILL BE HELD PERSONALLY RESPONSIBLE FOR THE MISUSE OF THIS DEVICE BY ANY MINOR TO WHOM YOU PROVIDE THIS DEVICE, OR BY ANY OTHER PERSON TO WHOM THAT MINOR PROVIDES THIS DEVICE.
- Any parent, guardian, person acting in loco parentis, or responsible adult person, who purchases a laser pointer or device for a minor, or who allows a minor in their custody to access, possess or use a laser pointer or device within the unincorporated area of Horry County, and that laser pointer or device is possessed or used unlawfully, is subject to arrest and prosecution, and upon conviction, is further subject to a fine of $500.00 and up to 30 days imprisonment, or both. The parent is chargeable as a principal to the crime along with

the minor in possession, or who illegally uses the device as a weapon, and is also subject to prosecution for contributing to the delinquency of a minor.

- Any minor 16 years or younger, who is in possession of, or who uses, a laser pointer or device unlawfully, is subject to service of a juvenile summons and will be prosecuted in Family Court by the Solicitors Office.
- Lasers in the unlawful possession of minors are subject to immediate confiscation as contraband, in addition to any other law enforcement action.
- Laser pointers or devices that are used illegally are contraband, and subject to immediate confiscation, in addition to any other law enforcement action.

Date:

_____

Print merchant name and signature that adult status has been verified, and that manufactures technical specifications are available to prove that the device is 1 milliwatt or less, or if greater than 1 milliwatt, set forth specific exception(s) applicable to possession and use.

_____

Print customer's name and signature that affirms the warning have been received and read.

Sec. 100.5. - Laser pointers are considered weapons; assault and battery on person; mistreatment or abuse of animal.
(a) A laser pointer, or any other similar article, which consists of a hand-held, battery-operated device of any output, designed or adapted to emit a laser beam and that may be used for the purposes of aiming, targeting or pointing, is considered a weapon when used unlawfully.
(b) When a laser pointer is directed to a person, or upon a conveyance piloted, operated or occupied by a person, such conduct is deemed an assault and battery.
(c) When a laser pointer is directed to an animal (other than for lawful hunting purposes), such conduct is considered abuse or mistreatment of animals.

Sec. 13-100.6. - Penalty; immediate confiscation.
(a) Any person violating any of the provisions of this Article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as the law allows for a misdemeanor crime, with a fine not greater than $500.00 or 30 days imprisonment, or both, per incident.
(b) Any laser pointer or device found upon the person of a minor, or used by any person in a prohibited manner, or found in a business as an item for sale without manufacturer's technical specification showing that the output is 1 milliwatt or less, may be immediately seized as contraband by law enforcement, a Court of competent jurisdiction to determine the temporary or permanent nature of the confiscation.

2. SEVERABILITY. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. **CONFLICT WITH PRECEDING ORDINANCES.** If a Section, Sub-section or provision of this ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of The Town of Surfside Beach, then the preceding Section, Sub-Section or part shall be deemed repealed and no longer in effect.
4. **EFFECTIVE DATE.** This ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

SURFSIDE BEACH TOWN COUNCIL

Ordinance No. 13-0737
First Reading: 01/22/2013
Second Reading: _____

STATE OF SOUTH CAROLINA)	**AN ORDINANCE OF THE TOWN OF SURFSIDE BEACH TO REPEAL APPENDIX A, ARTICLE V, DIVISIONS 1, 2, 3, 4, AND 5, BEACH SERVICES AND TO ADOPT ARTICLE V, DIVISION 1, BEACH SERVICES**
)	
COUNTY OF HORRY)	
)	
TOWN OF SURFSIDE BEACH)	

WHEREAS, the Mayor and Town Council for the Town of Surfside Beach, herein called town, have determined in the interest of the health, safety and general welfare of the citizens, residents and visitors of the town, that a franchise for the operation of a beach service and the furnishing of lifeguards on the public beaches within the town, should be granted unto a suitable and proper person, firm or corporation; and

WHEREAS, the Mayor and Town Council have determined that **BEACH SERVICES, LIMITED,** herein called franchisee, of Surfside Beach, South Carolina, is a suitable corporation unto whom such a franchise should be granted.

WHEREAS, the Mayor and Town Council of the Town of Surfside Beach, in council duly assembled on January 22, , 2013 desire to repeal Appendix A, Franchises, Article V, Divisions 1, 2, 3, 4, and 5, Beach Services in their entirety and to adopt a new **Appendix A, Franchises, Article V, Division 1, Beach Services**;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Appendix A, Article V, Divisions 1, 2, 3, 4, and 5, Beach Services are hereby repealed in their entirety; and

FURTHER that for five dollars ($5.00) and the mutual promises and covenants contained herein, the town does hereby grant an exclusive beach service franchise unto the within-named franchisee for the purposes herein mentioned, such franchise to be operated under the following terms and conditions, said agreement being codified in the Code of Ordinances of the Town of Surfside Beach, South Carolina, and identified as Appendix A, Franchises, Article V, Division 1, Beach Services, which shall read as follows:

ARTICLE I

Section 1. The franchisee shall have the right and privilege of conducting upon the public beaches of the town as herein designated and hereafter call public beaches, a limited beach service business which is limited to the rental to the general public for profit of umbrellas, chairs, floats, canvas cabanas, wave runners, water craft rides (Banana Boat), sale of advertisement space on umbrella, chairs and sale of frozen drink products. Franchisee is further granted the right to use the public beaches for providing parasailing services as an additional service business and revenue generating mechanism to provide income to hire high quality life guarding staff to guard the public beaches. Franchisee shall provide to town evidence of water sports liability insurance in conformance with the requirements as set forth hereinbelow in Article VII.

Section 2. The term "public beach" shall mean that portion of the ocean beach between, and including, the oceanfront private property line and the low water mark of the Atlantic Ocean, within the town limits.

Section 3. This grant shall not be construed to permit trespass upon private property by the franchisee.

Section 4. The franchisee shall not conduct any business activities upon the public beaches other than those enumerated in section 1 hereof.

Section 5. The franchisee shall conduct the business activities enumerated in this article in a dignified manner. No pressure, coercion, persuasion or hawking shall be practiced by the franchisee or its employees, to influence the general public to utilize its services or purchase its merchandise.

Section 6. The franchise is granted the right to use the public beaches of the town, as herein designated, hereinafter called "public beaches", for the purpose of allowing the placement of commercial advertising space on franchisee's beach chairs and umbrellas, subject to the following conditions:

(a) No more than twenty-five (25) percent of the total number of chairs and umbrellas within the corporate limits of the town may be used for this purpose:
(b) Advertising language and/or design must be approved by town council;
(c) Advertising placed on lifeguard stands must include information of a public safety nature;
(d) Solicitations by means of flyers, handouts, loudspeakers, etc., IS NOT ALLOWED.

ARTICLE II

Section 1. This grant shall run for a period of four (4) years, beginning on the 1st day of APRIL, 2013 and shall end on the 1st day of APRIL, 2017, unless earlier terminated as provided herein.

Section 2. This grant and any portion hereof shall not be alienated, conveyed, sold, leased, granted, donated, or in any manner whatsoever, or by whatever name or form, assigned by the franchisee to any other person, firm or corporation without the express approval of the mayor and town council, which approval shall not be unreasonably withheld.

~~**Section 3.** The franchisee shall pay to the town the prescribed franchise fee of five (5) percent each year in accordance with the applicable town codes. The financial books and records of the franchisee are subject to audit by the town upon demand by the town.~~

Section 3. The town shall notify the franchisee of any breach in writing. Failure to correct such breach or to undertake measures with due diligence and good faith correct such breach within a reasonable time after notice, will result in the Town having the option of terminating this agreement upon written notice. The franchisee may appeal the use of this remedy to the mayor and town council, whose decision shall be final.

Section 4. Assuming all agreements contained herein have been well and truly complied with, the town provides the franchisee an exclusive option to extend the service of the franchisee to the town for an additional three (3) years from the date of termination hereof. Furthermore, the town reserves the right to begin negotiation of an additional ~~seven (7)~~ four (4) year contract with a three year extension during the extension option termination date. Franchisee must exercise this option in writing, at least six (6) months prior to expiration of this contract.

ARTICLE III

Section 1. The franchisee shall provide at least one (1) lifeguard, and one (1) lifeguard stand at approved locations. The franchisee agrees that there shall be at least ten (10) lifeguards and lifeguard stands on duty at all times during the prescribed season. The town administrator must approve the location of such stands, with advice from the police chief. During the life of the franchise, the town may require the addition of one (1) lifeguard stand location per year at another place on the public beaches as necessary for the safety and welfare of the general public. The town shall solicit the input of the franchisee with regard to the need and/or location of additional lifeguard stands. Nothing shall prevent the franchisee from adding lifeguard stands, as it deems necessary.

Section 2. Such lifeguard stands, and such lifeguards as are required under Section 1 hereof, shall be in place, manned and fully operational in compliance with the following schedule:

(a) All stands (100%) specified in Section 1 hereof, shall be operational from June 15 through the first two (2) full weeks in August. For the purposes of this document, a full week shall be one that begins on Monday and ends on Sunday;
(b) At least ten (10) stands and one (1) roving guard shall be operational by the Friday preceding Memorial Day through the end of the Labor Day holidays.

Section 3. The lifeguards mentioned in this article shall be on duty at the locations agreed upon by the town administrator or the town administrator's designated appointee from 9:00 a.m. until 5:00 p.m. on each day such lifeguard stand is to be in place, manned and fully operational, except that such lifeguard shall not be required to remain upon the public beaches during times of lightning storms or other severe atmospheric conditions, which present a threat to life and safety. ~~Lifeguards shall remain in the~~

~~general vicinity of their respective stations unless relieved by the parks and recreation director.~~ Unsafe ocean water conditions shall not be construed to constitute "other severe atmospheric conditions".

Section 4. Lifeguards shall be uniformly and neatly attired in uniform supplied by the franchisee, and approved by the town annually. All lifeguards shall wear only the supplied uniform when on duty.

Section 5. Lifeguards shall at all times, be neat, clean in appearance and uniformed, and conduct themselves in a courteous manner to the general public and agents of the town.

Section 6. Lifeguards shall carry at all times while on duty, a signaling whistle, and each lifeguard shall know the whistle signal system established by the franchisee for communication between lifeguards.

Section 7. No guard shall wear any part of his uniform while drinking beer, wine or any alcoholic beverages, nor in a place where beer, wine or any alcoholic beverages are consumed, nor shall any guard permit any part of this uniform to be worn by any other person while on duty or off duty.

Section 8. The Franchisee shall adhere to the Standards set forth in the United States Life Guard Standards, January 2011, and Franchisee shall provide lifeguard services pursuant to the American Red Cross and/or American Heart Association specifications and standards. In addition, the primary duty of a lifeguard is to protect the safety of the general public in the use of the public beaches and the ocean waters of the town. It is mandatory that the lifeguard's attention be focused on the duty. Therefore, lifeguards shall not:

(a) Sit or lean on anything other than the lifeguard stand;
(b) Conduct lengthy conversations with persons in a manner of such fashion as to impair the performance of safety duties;
(c) Permit persons at the stand other than agents of the town, beach patrol members, lifeguards, lifeguard assistants employed by the franchisee, persons seeking first aid, and persons transacting equipment rental business;
(d) Read while on duty;
(e) Use a cell phone or other digital device while on duty except for business-related purposes;
(f) Turn his or her back on the ocean or permit others to stand so that his or her view of the ocean is obstructed;
(g) Allow the area around the stand to be littered at any time while on duty. The franchisee shall inform the lifeguards of the requirements in Sections 5, 6, 7, and 8 above, and to the best of the franchisee's ability, enforce said provisions.

Section 9. Guards shall remain at their lifeguard stands, and patrol areas while on duty, except that they may leave the beach to use the bathroom, and take a forty-five (45) minute lunch break, provided the guard has notified either the beach patrol or the guards at the adjacent stand, prior to leaving the beach. Lunch breaks for lifeguards shall be staggered alternately between duty stands so that not less than one-half take such break at the same time. It is the franchisee's responsibility to monitor the health of its lifeguards, and not to assign a lifeguard who is ill or physically unable to execute his/her responsibilities.

Section 10. Any lifeguard who pleads guilty, is found guilty, or forfeits bond on any offense against the laws of the town, the State of South Carolina, or the United States of America, which offense occurred while the lifeguard was or was supposed to be on duty, shall be immediately dismissed. Failure to dismiss the employee as prescribed will be a breach of this contract (Article II, Section 4).

Section 11. Any lifeguard drinking beer, wine or any alcoholic beverages, or using any controlled substance (as defined in S.C. Code 1976, § 44-53-10 et seq.), while on duty, and any lifeguard under the influence of beer, wine or any alcoholic beverages or any such controlled substance while on duty, and any lifeguard under the influence of any narcotic drug or substance (whether legal or illegal) while on duty, shall be immediately dismissed. Failure to dismiss an employee as prescribed will be a breach of this contract (Article II, Section 4).

Section 12. If a lifeguard, or any employee of the franchisee, observes a violation of the law or a violation of the beach rules, he shall report such violation immediately to the operator of the beach patrol vehicle, who shall thereafter, report such violation immediately to the police dispatcher or police-beach patrol.

~~**Section 13**. The franchisee agrees to maintain the beach in a clean and orderly fashion, and keep it well policed of trash and debris, and remove same from the beach to the nearest approved~~

~~disposal receptacle for pick-up. It is understood and agreed that such clean up extends to the area of the lifeguard where chairs and umbrellas are placed, from the low water mark to the crest of the primary ocean front dune system. The town will supplement this service with a twice-weekly beach cleaning. The franchisee shall empty and remove all trash and litter deposited in approved disposal receptacles, at least twice weekly on Mondays and Fridays, and at such other times as may be necessary. The town will remove all trash and litter deposited along the beach access and street-ends. It is understood and agreed, however, that unusual amounts of debris deposited upon the beach as a result of hurricanes, extraordinary high tides, or other acts of God, will not be the sole responsibility of the franchisee, and that the town will provide back-up debris and trash pick-up when requested and approved by the town administrator, as a result of such unusual circumstances.~~

~~**Section 14**. The town, in conjunction with the requirements of Article III, Section 13, will furnish trash disposal services from approved disposal receptacles and along the beach access street-ends. The town will furnish a mobile dumpster disposal receptacle to the franchisee, for use by the franchisee, in the dumping of disposal receptacles, which have become full. The franchisee will report to the parks and recreation director, any disposal receptacle furnished by the town, which has become worn and/or unsightly. (to be deleted)~~

Section 15. The franchisee will abide by, and enforce to the extent permitted by law Town ordinances on the Strand and in the water, such as:

(a) Boat regulations.
(b) Animals on the Beach.
(c) Alcohol on the beach.
(d) Trash and litter.
(e) Solicitation.
(f) Any other ordinances as are authorized by the town administrator or her designee.

ARTICLE IV

Section 1. All lifeguard stands mentioned herein shall be of design and construction that is structurally sound and approved by the town. Such stands shall be a part of the safety equipment required herein

Section 2. Each supervisor vehicle shall be equipped with a first aid kit as directed by the town.

Section 3. Each lifeguard stand shall be equipped with a set of water condition warning flags as is directed by the town, and the appropriate flag from such set shall be clearly displayed.

Section 4. Each lifeguard stand shall be equipped with a torpedo-type rescue buoy, which rescue buoy shall be located in a clearly visible and unobstructed point on or near the lifeguard stand.

Section 5. Each lifeguard stand will be equipped with an operational radio or telephone device, which device shall permit communication with adjacent stands, and the supervisor beach patrol vehicle and police department. Such communication equipment shall be kept operational at all times.

Section 6. Each lifeguard stand shall be equipped with such other and further rescue and/or safety equipment as the town, with input from the franchisee, may direct.

Section 7. The rental equipment of the franchisee shall be located at the lifeguard stand, but such equipment shall, under no circumstances, be located in such a position so as to obstruct the lifeguard's view neither of the ocean nor with a zone ten (10) feet to the front and sides of the lifeguard chair section of the stand.

Section 8. The franchisee shall maintain a clear zone of ten (10) feet to the front, sides and rear of each stand in which no objects other than the lifeguard's safety equipment shall be permitted, and in which no person shall be permitted to sit or loiter.

Section 9. During the times and periods stands are required to be operational, the franchisee shall keep each and every stand and patrol area of the beach occupied by a qualified lifeguard, unless as otherwise prescribed herein.

Section 10. All lifeguard stands with accessory boxes, which are discontinued, shall be removed from the beach at the official end of the season or October 1st at the latest.

Section 11. The town reserves the exclusive right to direct the franchisee in the physical location of lifeguard stands. ~~The town may, at its sole option, require stands to be moved or relocated for the~~

~~safety and welfare of the general public. The town shall obtain input from the franchisee prior to moving any stand(s).~~

ARTICLE V

Section 1. Lifeguards furnished by the franchisee shall be at least sixteen (16) years of age, and shall hold and maintain in full force and effect, a current Advanced Red Cross Lifesaving Certificate or equivalent, and copies of such certificate shall be furnished to the town administrator, or his designated appointee, annually, prior to the lifeguard going on his stand

Section 2. Lifeguard shall be trained and tested as follows:

(a) During the first two (2) weeks of the lifeguard's employment, each lifeguard shall, in the presence of the town's parks and recreation director, undertake and successfully pass, the Advanced Red Cross Lifesaving Test or demonstrate lifesaving abilities in a locally prepared lifesaving test at the option of the recreation director, at a time and place designated by the town.

(b) Each lifeguard shall be fully instructed in the techniques of surf rescue operations at least once each year, in the presence of town parks and recreation director, such instruction to be completed during the first two (2) weeks of the lifeguard's employment, at a time agreeable to town recreation director.

(c) Every lifeguard shall successfully complete once weekly, unless excused ahead of time for medical or personal reasons ~~by the recreation director~~, from Memorial Day Week to Labor Day week, a surf rescue exercise employing the use of the torpedo buoy, ~~and every lifeguard shall likewise successfully complete once weekly, a man-carrying exercise over a distance of at least fifty (50) yards. Any lifeguard who fails to successfully complete these exercises, shall be immediately dismissed, and shall not be re-employed.~~

(d) All replacement lifeguards shall be required to meet the foregoing provisions.

(e) ~~The franchisee shall keep a record of the conducted exercise to the town administrator, or her designated appointee, on the day following the exercise. The town administrator, or her designated appointee, and the franchisee, shall mutually agree upon the time and place at which these exercises will be conducted, which place shall be upon the public beaches of the town. Scheduled exercises shall be postponed to the next clear day by the franchisee in the event of unsafe ocean conditions or hazardous atmospheric conditions.~~

***Section* 3.** Beach Services, Ltd. shall provide one additional lifeguard on the beach that will perform only lifeguard duties and shall have no other responsibilities pursuant to the requirements of the United States Lifesaving Association during the term of this extension. Said lifeguard shall be positioned along the beach as deemed appropriate by Beach Services, Ltd. with the agreement of the town administrator or the town administrator's designated appointee. [NOTE: POSSIBLE CONFLICT WITH SECTION THAT PERMITS TOWN TO LOCATE LIFEGUARD POSITIONS]

ARTICLE VI

Section 1. The franchisee shall, at its own expense furnish, maintain and operate during the hours lifeguard stands are required to be open, beach patrol vehicle, which vehicle shall be capable of operating on the public beaches, and which vehicle shall be equipped with the following items, and such other and further rescue and/or safety equipment as the town may direct:

(a) First aid kit, torpedo type rescue buoy as required, for lifeguard stands;

(b) Radio equipment permitting two-way communication between the beach patrol vehicle and the town police department.

Section 2. The beach patrol vehicle shall be clearly lettered as such on two (2) sides as specified by the town. Such vehicle [driver] shall be at least eighteen (18) years of age. No persons other than a qualified licensed driver and/or qualified lifeguard shall be permitted to operate the beach patrol vehicle. In the event of such rendering of assistance, the passenger or passengers shall immediately be delivered

to the appropriate destination. The purpose of the beach patrol vehicle is to patrol the beach areas, and render assistance to members of the public in need of assistance.

Section 3. The franchisee shall, at all times of operation, provide a lifeguard meeting the requirements of Article V on the beach patrol vehicle, or one who has been a qualified lifeguard for three (3) consecutive years.

Section 4. The operator of the beach patrol vehicle shall perform the following duties and shall observe the same rules and regulations as are imposed upon lifeguards:

(a) Supervise the lifeguards of the franchisee. Supervise the conduct of the safety exercises required under Article V, Section 3 hereof, and assure and enforce the conditions herein established;

(b) Patrol the public beaches of the town, and maintain radio contact with the police department during duty hours;

(c) Aid in the location of lost persons.

ARTICLE VII

~~**Section 1**. The franchisee shall maintain in full force and effect, a policy of public liability insurance with the town listed as an additional insured, which shall have minimum limits of coverage as follows: $1,000,000 each person personal injury/$1,000,000 each event personal injury/$1,000,000 property damage~~

~~**Section 2.** The franchisee and its successors or assigns, shall hold harmless and indemnify the town, its employees and assigns, from any and all claims, damage, loss, injury, action, or any other demand of any nature and description whatsoever, either related directly or indirectly hereto, which the town may suffer or will suffer as a result of any claims, costs, judgments, demands, actions, of any and every nature and description arising either directly or indirectly from the activities of the franchisee hereunder. The franchisee, and its guarantor or guarantors, shall also be totally and absolutely responsible for any and all investigative fees, costs, or attorney's fees that may be incurred that relate to any matter herein.~~

~~**Section 3.** A copy of the public liability insurance policy required under Section 1 hereof, shall be furnished to the town administrator or his designated appointee, prior to the conduct of any business by the franchisee. No business shall be conducted by the franchisee until such proof of insurance is delivered to the town administrator; however, the failure to have such insurance shall not relieve the franchisee of its other responsibilities set forth herein.~~

Franchisee shall provide and pay for following insurance coverages during the term hereof:

Public Liability - A general liability policy protecting Franchisee against liability loss due to bodily injury, property damage or personal injury arising out of the performance of its franchise responsibilities and more specifically the provision of water safety service. Policy shall be written on a per occurrence form and provide a combined limit of liability of One Million Dollars ($1,000,000) per occurrence. Coverage be included for: Premises/Operation; Products/Completed Operation; Contractual Liability; Independent Contractors and shall include a broad form property damage endorsement. In the event this policy shall exclude coverage for Lifeguard Liability as a professional service, Franchisee shall be required to provide and pay for professional service coverage protecting Franchise against liability for the acts, errors and omissions its water safety personnel.

Automobile Liability - Business Automobile Liability policy protecting Franchisee against liability or loss due to bodily injury and property damage arising our the operation of a motor vehicle in the performance of this Franchise. Policy shall be written on an occurrence basis and provide coverage for "any auto" with a combined single limit of liability of One Million Dollars ($1,000,000) per occurrence.

Worker's Compensation & Employer's Liability: A Worker's Compensation policy protecting Franchisee against liability or loss arising out of occupational injury or illness of its employees. This policy shall provide minimum limits of liability of: $500,000 each accident; $500,000 disease - each employee; and $500,000 disease policy limit.

Policy Endorsements:

Both the general liability and automobile liability policies, as well as any professional services policy shall be endorsed to name the of Town of Surfside Beach as an "additional insured."

All policies shall be endorsed to provide the Town of Surfside Beach sixty (60) days prior written notice of non-renewal, reduction or exhaustion of limits or cancellation. All policies shall include a "waiver of subrogation" endorsement in favor of the Town of Surfside Beach.

Conditions: The clause "other insurance" in a policy in which the Town of Surfside Beach is named as an "additional insured" shall not apply to the Town of Surfside Beach. The insuring company shall have no recourse against the Town of Surfside Beach for payment of any premiums, deductibles or assessments. In the event Franchisee should fail to comply with the "loss reporting" requirements of any policy, that failure shall not adversely affect the coverage afforded the Town of Surfside Beach, nor shall the Town of Surfside Beach be responsible for complying with the reporting requirements of any policy.

SECTION 8. INDEMNIFICATION

With respect to the parties, and their officials, agents, employees, volunteers, contractors, or those who act on the Franchisor's or Franchisee's behalf in any authorized capacity:

a. The Franchisee is informed of risks and obligations in performance of the franchise, and for valuable consideration received in the form of the granted franchise, the Franchisee agrees to assume and fully to take on to itself all of the risks and responsibilities in any way arising from, or associated with its participation in the Franchise, and

b. The Franchisee does release the Town of Surfside Beach from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, including attorney's fees and costs, whenever occurring, whether known or unknown contingent or fixed, at law or in equity, that the Franchisee may suffer at any time arising from or in connection with participation in the franchise, including any personal injury, commercial harm or damage to any property or person.

c. Further, as to non-parties to this agreement, Franchisee further agrees to protect, defend, indemnify and hold the Town free and harmless from and against any and all losses, fines, penalties, damages, settlements, costs, charges, professional fees or other expenses and liabilities of every kind and character "arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Franchise and the performance hereof, that are due in part or otherwise to acts, errors, omissions or negligence of Franchisee, its officers, agents, employees or subcontractors.

d. Franchisee further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. In specific reference to the above, the Franchisee agrees to assume the legal defense, and vigorously defend upon actual notice of claim or suit, and, doing so, completely indemnify the Franchisor from any loss including any damage model or attorneys' fees and cost, and hold harmless the Franchisor from and against any and all liabilities.

e. In the event a claim or suit is made against the Town of Surfside Beach or those who act on its behalf, arising from the Franchisee's operation of the franchise, the same shall be transmitted by Franchisor immediately, and the Franchisee has the immediate and absolute duty to defend the claim or suit, even if it is groundless, false or fraudulent, so that the Franchisor may not incur attorney's fees and costs arising from the claim or suit of non-parties. Should the Franchisor incur attorney's fees or cost, the Franchisee shall make the Franchisor whole upon demand.

f. This promise binds heirs, executors, administrators, legal representatives and assigns of the Franchisee and survives this agreement for the length of time necessary under the applicable statute of limitations relating to any claim, suit or cause of action. This hold harmless, indemnification, and duty to defend shall be governed for all purposes by South Carolina law, without regard to such law on choice of law.

g. Within the time as may be provided by law for the answer or defense of any filed claim or proceeding, but no later than thirty (30) days after the Town of Surfside Beach receives notice of the

commencement of any action or other proceeding in respect of which indemnification or reimbursement may be sought hereunder, the Town of Surfside Beach shall notify the Franchisee. If any such action or other proceeding shall be brought against the Town of Surfside Beach and be transmitted to the Franchisee, the Franchisee shall, within thirty (30) days acknowledge in writing its receipt of such notice from the Town of Surfside Beach and shall acknowledge and confirm the Franchisee's obligation to hold harmless, indemnify, and assume the defense, and it shall be obligated to assume the defense of such action or proceeding with counsel chosen by the Franchisee.

h. Notwithstanding the foregoing, the Town of Surfside Beach shall have the right to employ separate counsel at its sole cost and expense and to control its own defense of such action or proceeding if, in the reasonable opinion the Town of Surfside Beach, (a) there are or may be legal defenses available to the Town of Surfside Beach that are different from or additional to those available to the Franchisee and which could not be adequately advanced by counsel chosen by the Franchisee, or (b) a conflict or potential conflict exists between Franchisee and the Town of Surfside Beach that would make such separate representation advisable.

i. The Franchisee shall not, without the prior written consent of the Town, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding to which the Town of Surfside Beach is a party unless such settlement, compromise or consent includes an unconditional release of the Town of Surfside Beach from all liability arising or potentially arising from or by reason of such claim, action or proceeding.

j. Notwithstanding any other provision contained herein, the franchise may be terminated upon Franchisee's failure to honor this, or other indemnification, hold harmless or duty to defend obligations due and owed to the Franchisor, arising from the operation of Franchisor's beach safety franchise.

ARTICLE VIII

Section 1. The franchisee shall be available to the town administrator, or the designated appointee, at all times beginning with the first day of June, and ending with the day following Labor Day of each year. Such availability to be either in person or by telephone at the option of the franchisee.

Section 2. No business may be conducted by the franchisee until all requirements of this franchise are met by the franchisee, and the required safety equipment is approved by the town administrator, or his designated appointee, and such approval may be withheld if such safety equipment is found by the town administrator, or the designated appointee, to be in an unsafe condition or of an unsafe nature. The decision of the town administrator or the designated appointee regarding safety equipment shall be final. The failure of the franchisee to meet their requirements of this section shall not relieve the franchisee of its other responsibilities set forth herein.

Section 3. The franchisee shall keep only that equipment necessary for rental as specified in Article I, Section 1. All such equipment shall be kept in a safe and sound state of repair at all times and shall be immediately removed from the public beach if found to be defective or in ill repair. All rental and operational equipment used by the franchisee shall be kept clean, and in a state of good repair.

ARTICLE IX

Section 1. The franchisee shall report in writing on Monday of each week, all incidents involving violations of the requirements imposed upon lifeguards, all violations of the requirements imposed upon lifeguards, all violations by the franchisee of the requirements of this instruments, and all incidents involving personal injury, loss of life, rescue action, first aid attention, or location of lost persons, which occurred during the immediately preceding week. Such reports shall be on a form provided by the town, and delivered to the town administrator or his designated appointee.

Section 2. The franchisee shall submit reports to town council as is deemed necessary by the town. All reports submitted to town council shall be first submitted to, and through the town administrator, no later than the Thursday preceding the first town council meeting of each month.

ARTICLE X

Section 1. Upon the violation of Article II, Section 2, or the change of any of the principals involved with the franchisee, or the conviction of, or plea of guilty or *nolo contendre* by any of the principals involved with the franchisee of a crime or moral turpitude, or the declaration of bankruptcy or proceedings of reorganization under federal or state law by the franchisee, or the failure of the franchisee to comply with the terms and conditions of the franchise, the town reserves the right to immediately revoke this franchise.

ARTICLE XI

~~**Section 1**. The town administrator of the town or his designated appointee shall be responsible for the enforcement and supervision of this franchise~~

Section 1. This instrument may only be modified in writing as authorized by mayor and town council, and no other modifications of this instrument shall be effective, including attempted modifications.

ARTICLE XII

Section 1. This franchise supersedes all other franchises previously made, and all other agreements, in writing or otherwise, regarding such previous franchises

Section 2. This instrument memorializes the complete understanding of all parties hereto, and any other statements, promises, representations, inducements, and any and all negotiations of any nature, form or description previously had or contemporaneously conducted with the formation and execution hereof, are hereby deemed fully abandoned, and the same form no part of this instrument, nor of the consideration of inducement herefore.

Section 3. The Town of Surfside Beach shall have the right, if a default occurs ~~and remedies as prescribed in Article II, Section 4, are not complied with,~~ to terminate the within agreement.

Section 4. In the event of a default, the franchisee agrees to pay all fees, including attorney's fees, necessarily incurred in enforcing the Town's rights under this agreement as a result of said default.

Section 5. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under the law, but if any provision of this agreement is prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the franchise agreement.

~~**Surfside Beach, South Carolina, Code of Ordinances» - VOLUME II » - » ARTICLE V. – BEACH SERVICES» DIVISION 2. - ADDENDUM II »**~~

~~**DIVISION 2. - ADDENDUM II**~~

~~ADDENDUM NUMBER II TO THE BEACH SERVICE FRANCHISE~~

~~WHEREAS, the mayor and council for the Town of Surfside Beach, hereinafter called "town," have agreed to an addendum to the beach service franchise agreement, marked "Exhibit A" and attached hereto and made reference herein as if fully set forth, allowing for the placement of commercial advertisement on beach chairs and umbrellas owned by the franchisee, within the corporate limits of the town, in addition to the beach services provided by said franchise agreement;~~

~~WHEREAS, the town has entered into this agreement with Beach Services. Ltd" hereinafter called, the "franchisee," of Surfside Beach, South Carolina;~~

~~NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of five dollars ($5.00) and the mutual promises and covenants hereinafter contained, the town does hereby grant to the franchisee an additional right to franchise the following services and terms set forth in the following terms and conditions herein:~~

1. The franchisee, in addition to those rights set forth in "Exhibit A", is granted the right to use the public beaches of the town, as herein designated, hereinafter called "public beaches", for the purpose of allowing the placement of commercial advertising space on franchisee's beach chairs and umbrellas, subject to the following conditions:
   (a) No more than twenty-five (25) percent of the total number of chairs and umbrellas within the corporate limits of the town may be used for this purpose:
   (b) Advertising language and/or design must be approved by town council;
   (c) Advertising placed on lifeguard stands must include information of a public safety nature;
   (d) Solicitations by means of flyers, handouts, loudspeakers, etc., IS NOT ALLOWED.
2. That the service referred to in paragraph 1, is an additional service granted by the town to the franchisee, and is granted to the franchisee in addition to those services provided in "Exhibit A".
3. That all other terms and conditions of the beach service franchise agreement, marked "Exhibit A" and made a part hereof, are to remain in full force and effect and that no other terms and conditions of the franchise agreement marked "Exhibit A" shall be changed other than those set forth in paragraph 1.
4. All of the conditions and terms of the franchise agreement marked "Exhibit A" remain the same. This constitutes the full addendum and additional agreement herein.

This addendum will be effective until the expiration of the franchise agreement, which is April 1, 2005.

Surfside Beach, South Carolina· Code I Surfside Beach, South Carolina, Code of Ordinances» - VOLUME II » • » ARTICLE V. • BEACH SERVICES» DIVISION 3.• ADDENDUM III »

DIVISION 3.-ADDENDUM III

ADDENDUM NUMBER III TO BEACH SERVICE FRANCHISE

WHEREAS, the mayor and town council for the Town of Surfside Beach, hereinafter called "town," entered into a franchise agreement with Beach Services. Ltd., hereinafter called, the "franchisee," of Surfside Beach, South Carolina; and

WHEREAS, the town has agreed to an addendum to the beach service franchise agreement, a copy of which is attached hereto and made a part hereof as if fully set forth herein, marked "Exhibit A" and hereinafter referred to as "agreement," allowing a provision for parasailing services within the corporate limits of the Town of Surfside Beach by franchisee;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of ten dollars ($10.00) paid by franchisee to town and the mutual promises and covenants hereinafter contained, town does hereby grant franchisee the right to add parasailing service on the public beaches of the Town of Surfside Beach, hereinafter called "public beaches," to the agreement as set forth hereinbelow:

1. Franchisee, in addition to those rights set forth in the agreement, is granted the right to use the public beaches for providing parasailing services as an additional service business and revenue generating mechanism to provide income to hire high quality life guarding staff to guard the public beaches.

2. Franchisee shall provide to town evidence of water sports liability insurance, in the form of a current insurance certificate, in an amount of not less than one million dollars ($1,000,000.00) and shall keep said policy in full force and effect for the duration of the agreement.
3. Franchisee and town hereby agree that the franchise fee shall be due and payable on or before January 1 of each year of the agreement. Franchisee and town further agree that said fee shall be deemed past due and subject to penalty of 1.5 percent per month if not paid before January 10 of each year of the agreement.

4. That the service referred to in paragraph 1. is an additional service granted by town to franchisee, and is granted to the franchisee in addition to those services provided in the agreement.

5. All other terms and conditions of the agreement remain in full force and effect and no other terms and conditions of the agreement shall be changed, modified, or amended other than as specifically set forth herein.

6. This document constitutes the full addendum and agreement between the parties hereto and shall not have subsequent amendment without express consent and agreement by both parties hereto.

Surfside Beach, South Carolina, Code of Ordinances» • VOLUME II » • » ARTICLE V, • BEACH SERVICES» DIVISION 4, • ADDENDUM IV»

DIVISION 4.• ADDENDUM IV

ADDENDUM NUMBER IV TO BEACH SERVICE FRANCHISE

WHEREAS, the Mayor and Town Council for the Town of Surfside Beach, hereinafter called "town," entered into a franchise agreement, as amended, with Beach Services, Ltd" hereinafter called, the "franchisee," of Surfside Beach, South Carolina; and

WHEREAS. the town agreed by duly adopted motion to an addendum to the beach service franchise agreement, as amended, a copy of which is duly codified in the Town Code of Ordinance, and is made a part hereof as it fully set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ten dollars ($10.00) paid by the franchisee to town and the mutual promises and covenants hereinafter contained, that the town hereby grants an exclusive beach service franchise unto franchisee for the purposes stated in the original franchise agreement, as amended; and that said franchisee shall be subject to the following conditions:

Section 1. Franchisee shall be subject to all terms and conditions of the original franchise agreement and subsequent amendments, which are incorporated into this addendum as if fully set forth herein,

Section 2. The term of the franchise agreement shall be extended for three-years beginning on April 1, 2005, and ending on April 1. 2008.

Section 3. That the town waived the franchise fee during the franchise extension and no franchise fee shall be due and payable by franchisee for the period beginning April 1, 2005 and ending April 1, 2008,

Section 4. Franchisee shall provide one additional life guard and stand to the beach for a minimum of twelve (12) weeks during the summer season.

Surfside Beach, South Carolina· Code, CODE OF ORDINANCES » - VOLUME II » ARTICLE V. – BEACH SERVICES» DIVISION 5. - ADDENDUM V»

DIVISION 5. - ADDENDUM V

Whereas, the mayor and town council for the Town of Surfside Beach, hereinafter called "town," entered into a franchise agreement, as amended, with Beach Services, Ltd., hereinafter called "franchisee," of Surfside Beach, South Carolina; and Whereas, the town agreed to [by] duly adopted motion to an addendum to the beach service franchise agreement, as amended, a copy of which is duly codified in the Town Code of Ordinance[s], and is made a part hereof as if fully set forth herein;

Now, therefore, know all men by these presents, that for and in consideration of the sum of ten ($10.00) dollars paid by the franchisee to town and the mutual promises and covenants herein contained,

~~that the town hereby grants an exclusive beach service franchise unto franchisee for purposes stated in the original franchise agreement, as amended; and that said franchisee shall be subject to the following conditions:~~

~~***Section* 1**. Franchisee shall be subject to all terms and conditions of the original franchise agreement and subsequent amendments, which are incorporated into this addendum as if fully set forth herein.~~

~~***Section* 2**. The term of the franchise agreement shall be extended for five (5) years beginning on April 1, 2008, and ending on March 31, 2013.~~

~~***Section* 3**. Franchisee shall provide lifeguard services pursuant to the American Red Cross and/or American Heart Association specifications and standards.~~

~~***Section* 4**. The franchisee shall not pay to the town the prescribed franchise fee. No fee per adopted motion. No franchise fee is required during the term of this extension adopted 3-28-06 in accordance with the applicable town codes. The financial books and records of the franchisee are subject to audit by the town upon demand by the town.~~

~~***Section* 5**. Beach Services, Ltd. shall provide one additional lifeguard on the beach that will perform only lifeguard duties and shall have no other responsibilities pursuant to the requirements of the United States Lifesaving Association during the term of this extension. Said lifeguard shall be positioned along the beach as deemed appropriate by Beach Services, Ltd.~~

~~***Section* 6**. In the event Beach Services, Ltd. fails to obtain USLG certification, this extension shall be terminated, adopted by amended motion 3-28-06.~~

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 _____ 2013.

_____
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

Debra Herrmann

From: Micki Fellner [mfellner@surfsidebeach.org]
Sent: Sunday, January 20, 2013 4:26 PM
To: 'Ann Dodge'; Bk374@aol.com; bkohlmann@surfsidebeach.org; 'Doug Samples'; 'Mark Johnson'; Mark Johnson; Mary Beth Maybry; Randle Stevens; 'Rod Smith'
Cc: Debra Herrmann
Subject: Beach Services Franchise Agreement

Dear Council - Please be advised that on page 3 in Section 8, item "(e)" is a new suggested addition to the ordinance which was not identified as such in the distributed copy. - Micki

MICKI FELLNER
Town Administrator
mfellner@surfsidebeach.org
843.913.6111
http://www.surfsidebeach.org

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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.

Decision Paper

Written By: Rodney L. Keziah, Chief of Police (Interim)

1. **SUBJECT:** Surfside Beach PD K-9 Unit

2. **FOR:** Authorization to reinstate SBPD K-9 Unit with donation of K-9 from current Police employee.

3. **PURPOSE:** To train and deploy a certified K-9 Unit and handler attached to SBPD.

4. **ASSUMPTIONS:**
   a. It is assumed that current funding levels will remain unchanged. Costs associated with upkeep, training, supplies, and veterinary care will be funded through non-taxpayer narcotics related seized funds.

5. **FACTS:**
   a. History has shown that K-9 units can be an effective tool for a Police Department. In the past years due to drug dependency, we have observed an increase in burglaries, robberies, and other related victim and property crimes. In many of these cases, a highly trained narcotic and tracking K-9 unit would have been beneficial in tracking suspects and or locating vital evidence. The K-9 can also be used for tracking missing persons, AMBER Alert situations, and also public education demonstrations.

   b. Statistical data for our agency show a 26% increase of drug related charges and arrests from 2011 to 2012.

   c. One of our newly hired Police Officer's (Matthew Hoffer) owns a seven year old retired US Customs German Shephard K-9 (Dolfy). The dog was recently deployed with Hoffer at Andrews PD as a fully functional K-9 Unit. Due to staffing and budget restraints, the program was discontinued, and the dog was donated to Hoffer.

   d. The working life expectancy for a drug/tracking dog is between eleven and thirteen years. Hoffer is willing to donate the dog to SBPD for use in Law Enforcement.

   e. The K-9 is only trained in narcotics and tracking. He is not trained in, nor will he be utilized for apprehension or attacks. This minimizes the liability for the town.

   f. Horry County Police and North Myrtle Beach Public Safety each have certified K-9 instructors on staff. Both have agreed to train the dog and handler up to current state guidelines at no cost to the town. In addition, all county-wide K-9 units meet one day a month for intense training. We would be able to participate in this training monthly also at no cost.

   g. North Myrtle Beach Public Safety has a kennel unit for a Ford Crown Victoria that they no longer use. I have confirmed with their administrators that they will donate this unit for deployment in one of our current fleet patrol cars, again at no cost to us.

   h. The yearly costs for supplies, training materials, veterinary care, and miscellaneous expenses will be approximately $1500.00. This cost would be funded from our

existing narcotics seized forfeiture funds, at no cost to taxpayers. Any overtime for training and call-out's would be absorbed into our currently budgeted overtime allowance.

i. Ptl. Hoffer has provided SBPD with current shot and veterinary records which show Dolfy in good health. He has also provided documentation of training and medical records from US Border Patrol and also Andrews Police Department.

6. **IMPACT OF SUCCESS OR FAILURE:** One of the benefits of putting this recommendation into action would be addition of a trained and certified K-9 and handler with SBPD. This unit can be a great public relations and enforcement tool. The unit can also be deployed to assist in searches for lost and/or endangered persons, wanted persons, and other suspects who flee from crimes in progress. Not putting this recommendation into action would be missing a great opportunity to acquire a dog, equipment, and training at very minimal cost.

7. **RECOMMENDATION:** Council approval to re-instate SBPD K-9 unit.

8. **RATIONALE FOR RECOMMENDATION:** Over the last year our officers have observed an increase in the number of drug violations, along with an increase in the amounts and types of different drugs encountered. With the ban on bath salts and other related synthetic drugs it only seems like an on-going battle to stop illegal drug use and possession. As stated earlier, drug dependency has increased property and victim crimes nationwide. The addition of this asset to our Police Department is only a step in the right direction to continue in providing the citizens and visitors of Surfside Beach with a safer place to live and visit.

Debra Herrmann

From: Micki Fellner [mfellner@surfsidebeach.org]
Sent: Thursday, January 17, 2013 12:26 PM
To: Debra Herrmann
Subject: FW: Bid results

Debra – Please also include the engineer's recommendation below for council. Thanks - Micki

---

From: Steven Strickland [mailto:sstrickland@earthworksgroup.com]
Sent: Thursday, January 17, 2013 11:13 AM
To: John Adair
Subject: RE: Bid results

Excellent, the bids were pretty close – the ramp came in under $80/SF (we budgeted $100) and the deck came in under $50/SF

I think Low bid works, they are using Thompkins for the piles, we have worked with them in the past and they can do the job.

Let me know what other information you need from us

STEVEN G. STRICKLAND, PE, LEED AP
The EARTHWORKS Group, Inc.
11655 Highway 707, PO Box 201
Murrells Inlet, SC 29576
843-651-7900 Fax 843-651-7903
LinkedIn
Connect with us at www.earthworksgroup.com
or

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From: John Adair [mailto:jadair@surfsidebeach.org]
Sent: Thursday, January 17, 2013 11:06 AM
To: 'Steve Strickland'
Subject: Bid results

Steve,

Attached are the bid submissions, the low bidder was F E Baiden and Associates at $107,953.00. I included the bid pages for the other 4 contractors, as well.

Please review and let me know if you recommend the award to the low bidder.

John Adair
Public Works Director
Town of Surfside Beach
740 Sandy Lane

Surfside Beach, SC 29575
843-913-6360
jadair@surfsidebeach.org

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Debra Herrmann

From: Micki Fellner [mfellner@surfsidebeach.org]
Sent: Thursday, January 17, 2013 12:26 PM
To: Debra Herrmann
Subject: Pier Bid results summary.pdf
Attachments: Pier Bid results summary.pdf

Debra - The first 12 pages is the bid submission from the low bidder and the last four are the bid sheets (1 page each) for the other four responsive bidders.

MICKI FELLNER
Town Administrator
mfellner@surfsidebeach.org
843.913.6111
http://www.surfsidebeach.org

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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.

Bidder's Affidavit

Bidder's Qualification Statement

7. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

L. AND J. CONSTRUCTION, LLC
209 LABONTE STREET
CONWAY, SC 29526

8. The terms used in this Bid, which are defined in the General Provisions of the Construction Contract included as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

9. The undersigned, as Bidder, declares that he has examined the project and informed himself fully in regard to all conditions pertaining to this project; that he has examined the Drawings and Project Manual for the work and Contractual Documents relative thereto and that he has satisfied himself relative to the work to be performed.

The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed and complete all work within a time frame agreed upon by Owner and Contractor. Bidder agrees to perform all the work described in Specifications and shown on the Drawings, for the following lump sum or unit prices (Contractor shall submit a complete quantity take off with unit costs to support the lump sum bids - see Instructions to Bidders):

10. BASE BID:

ITEM 1: 130 foot by 6 foot ADA Access Ramp	$ 68,112.87
ITEM 2: 3070 Aluminum Storefront Door with Impact Resistant Glass	$ 3,916.92
ITEM 3: 6 foot by 4 foot Aluminum Awning	$ 2,123.40
ITEM 4: 26 foot by 34 foot Wooden Deck Expansion and 6 foot Access Stairs to Beach	$ 54,466.76
ITEM 5: Relocate Entry Gate at Pier Entry and Replace South Gate	$ 2,047.00
TOTAL: ITEMS 1 – 5	$ 130,666.95

Bidder's Affidavit

Bidder's Qualification Statement

7. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

Consensus Construction & Consulting, Inc.

4722 A Highway 17 Bypass South

Myrtle Beach, SC 29588

8. The terms used in this Bid, which are define d in the General P rovisions of the C onstruction Contract included as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

9. The undersigned, as Bidder, declares that he has examined the project and inform ed himself fully in regard to all con ditions pertaining to this project; that he has exam ined the Drawings and Project Manual for the work and Contractual Docum ents relative thereto and that he has satisfied himself relative to the work to be performed.

The Bidder, if awarded the contract, hereby ag rees to commence work under this contract on or before a date to be specified in a written Notice to proceed and complete all wor k within a time frame agreed upon by Owner and Contractor . Bidder agrees to perform all the work described in Specifications and shown on the Drawings, for the following lum p sum or unit prices (Contractor shall submit a co mplete quantity take off with unit c osts to supp ort the lump sum bids - see Instructions to Bidders):

10. BASE BID:

ITEM 1: 130 foot by 6 foot ADA Access Ramp	$ 81,540.00
ITEM 2: 3070 Aluminum Storefront Door with Impact Resistant Glass	$ 5,079.00
ITEM 3: 6 foot by 4 foot Aluminum Awning	$ 1,475.00
ITEM 4: 26 foot by 34 foot Wooden Deck Expansion and 6 foot Access Stairs to Beach	$ 44,950.00
ITEM 5: Relocate Entry Gate at Pier Entry and Replace South Gate	$ 6,500.00
TOTAL: ITEMS 1 – 5	$ 139,544.00

Bidder's Affidavit

Bidder's Qualification Statement

7. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

Sellers General Construction LLC,
203 Old Dunn Lane
Conway SC. 29526

8. The terms used in this Bid, which are defined in the General Provisions of the Construction Contract included as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

9. The undersigned, as Bidder, declares that he has examined the project and informed himself fully in regard to all conditions pertaining to this project; that he has examined the Drawings and Project Manual for the work and Contractual Documents relative thereto and that he has satisfied himself relative to the work to be performed.

The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed and complete all work within a time frame agreed upon by Owner and Contractor. Bidder agrees to perform all the work described in Specifications and shown on the Drawings, for the following lump sum or unit prices (Contractor shall submit a complete quantity take off with unit costs to support the lump sum bids - see Instructions to Bidders):

10. BASE BID:

ITEM 1: 130 foot by 6 foot ADA Access Ramp	$ 61,249.00
ITEM 2: 3070 Aluminum Storefront Door with Impact Resistant Glass	$ 8,600.00
ITEM 3: 6 foot by 4 foot Aluminum Awning	$ 1,400.00
ITEM 4: 26 foot by 34 foot Wooden Deck Expansion and 6 foot Access Stairs to Beach	$ 37,287.00
ITEM 5: Relocate Entry Gate at Pier Entry and Replace South Gate	$ 3,350.00
TOTAL: ITEMS 1 - 5	$ 111,886.00

Bidder's Affidavit

Bidder's Qualification Statement

7. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

Henleys Construction Co. Inc.
2876 Hwy 9
Cheraw, SC 29520

8 The terms used in this Bid, which are defined in the General Provisions of the Construction Contract included as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

9. The undersigned, as Bidder, declares that he has examined the project and informed himself fully in regard to all conditions pertaining to this project; that he has examined the Drawings and Project Manual for the work and Contractual Documents relative thereto and that he has satisfied himself relative to the work to be performed.

The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed and complete all work within a time frame agreed upon by Owner and Contractor. Bidder agrees to perform all the work described in Specifications and shown on the Drawings, for the following lump sum or unit prices (Contractor shall submit a complete quantity take off with unit costs to support the lump sum bids - see Instructions to Bidders):

10. BASE BID:

ITEM 1: 130 foot by 6 foot ADA Access Ramp	$ 63,100.00
ITEM 2: 3070 Aluminum Storefront Door with Impact Resistant Glass	$ 51,500.00
ITEM 3: 6 foot by 4 foot Aluminum Awning	$ 1700.00
ITEM 4: 26 foot by 34 foot Wooden Deck Expansion and 6 foot Access Stairs to Beach	$ 63,000.00
ITEM 5: Relocate Entry Gate at Pier Entry and Replace South Gate	$ 4600.00
TOTAL: ITEMS 1 – 5	$ 137,550.00

BID FORM

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this Bid invalid on that basis.)

BID FOR: TOWN OF SURFSIDE BEACH
TOWN PIER ADA RAMP AND DECK EXPANSION

SUBMITTED TO: Town of Surfside Beach
Surfside Beach, South Carolina 29575

SUBMITTED BY:

Bidder's Name F.E. BALDEN & ASSOC LLC (FRANK BALDEN)

Address 801 SEABOARD STREET

City, State and Zip Code MYRTLE BEACH S.C. 29577

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders," accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract within the Contract Time indicated in this Bid, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Bid Schedules.

2. This Bid will remain open for sixty (60) days after the day of Bid opening. If awarded a contract, Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) days after the date indicated in Owner's Notice of Award.

3. In submitting this Bid, Bidder represents that:

   Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the Contract which will be executed for the Work.

   Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

No member of the Town Council or other officers or employees of said Owner is interested directly or indirectly in the Bid, or in any portion of the Bid, nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.

The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The Prices Bid includes all sales taxes and other applicable taxes and fees.

4. Contract Time: Bidder agrees that:

He will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice without working overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

The work for the Town Pier ADA ramp and deck expansion shall be complete within forty-five (45) calendar days.

5. Execution of Contract: Bidder agrees that:

In case of failure on his part to execute the said Contract and Bonds within 15 days after the date indicated in the "Notice of Award", the check or bid bond accompanying this Bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Bond or check accompanying this Bid shall be returned to the undersigned.

6. Bid Documentation: The following documents are attached to and made a part of this Bid:

Non-collusion Affidavit

Required Bid Security in the form of a Bid Bond made payable to the order of the Town of Surfside Beach

Bidder's Affidavit

Bidder's Qualification Statement

7. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

F.E. Balden & Associates, LLC
801 Seaboard Street
P.O. Box 2268
Myrtle Beach, S.C. 29577

8. The terms used in this Bid, which are defined in the General Provisions of the Construction Contract included as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

9. The undersigned, as Bidder, declares that he has examined the project and informed himself fully in regard to all conditions pertaining to this project; that he has examined the Drawings and Project Manual for the work and Contractual Documents relative thereto and that he has satisfied himself relative to the work to be performed.

The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed and complete all work within a time frame agreed upon by Owner and Contractor. Bidder agrees to perform all the work described in Specifications and shown on the Drawings, for the following lump sum or unit prices (Contractor shall submit a complete quantity take off with unit costs to support the lump sum bids - see Instructions to Bidders):

10. BASE BID:

ITEM 1: 130 foot by 6 foot ADA Access Ramp	$ 58,102.00
ITEM 2: 3070 Aluminum Storefront Door with Impact Resistant Glass	$ 3,836.00
ITEM 3: 6 foot by 4 foot Aluminum Awning	$ 1,000.00
ITEM 4: 26 foot by 34 foot Wooden Deck Expansion and 6 foot Access Stairs to Beach	$ 43,472.00
ITEM 5: Relocate Entry Gate at Pier Entry and Replace South Gate	$ 1,543.00
TOTAL: ITEMS 1 – 5	$ 107,953.00

11. Adjustments to Base Bid: The OWNER may elect to award only a portion of the project at the prices provided by the successful Bidder. The Bidder agrees that his proposal may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder acknowledges by his signature that the Owner reserves the right to reject any or all bids and to waiver informalities in the bidding.

The Undersigned hereby affirms and states that the unit prices quoted herein constitute the total costs for the work involved in the respective items and that this cost also includes taxes, insurance, royalties, transportation charges, use of tools and equipment, superintendence, overhead, profits and other work, services and conditions necessarily involved in the work done and the materials furnished, in accordance with the requirements of the Contract.

12. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

Signed this 9TH day of JAN., 2012.

FE BAIDEN & ASSOC. LLC
Contractor

By: _____
(Signature of individual, partner or officer signing the Bid)

Its: PRESIDENT
(Title)

(SEAL)

License Number G116343
(Seal required if Bidder is a Corporation)

NOTE: If Contractor is a Corporation, Secretary should attest seal.

BIDDER'S AFFIDAVIT

(This Affidavit is part of the BID)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

Being duly sworn deposes and says that he resides at

That he is FRANK E BAIDEN III (PRESIDENT)
(Give Name and Title)

who signed the abode Proposal or BID, that he was duly authorized to sign and that the BID is the true offer of the BIDDER, that the seal attached is that seal of the BIDDER and that all the declarations and statements contained in the BID are true to the best of his knowledge and belief.

(Affiant)

Subscribed and sworn to before me this 11th day of Jan., 2013.

Cynthia C Campbell
(Notary Public)

My Commission expires 4-7-2021, 2012.

(SEAL)

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

FRANK E. BAIDEN III Being first duly sworn,

deposes and says that he is PRESIDENT
(Sole Owner, a partner, president, secretary, etc.)

of F.E. BAIDEN & ASSOC LLC, the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of Affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and subscribed before me this 11th day of Jan, 2013.

Notary Public in and for Cynthia Campbell

County: Horry

My Commission expires 4-7-2021, 2012.

(SEAL)

BIDDERS QUALIFICATION STATEMENT

(This Statement is part of BID)

The BIDDER is required to offer the following information to enable the OWNER to judge his experience, skill and business standing and his ability to conduct the Work as completely and rapidly as required under the terms of the Contract. Failure to complete the following Statement will be cause for declaring the BIDDER non-responsive. (Attach additional sheets if necessary).

1. List of similar Projects completed within the last five (5) years:

Amount of Contract Award	Type of Work	Date Accepted	Final Contract Amount	Name & Address of Client
$179,051.00	RENOVATION	2-07-2011	$179,051.00	SAND'S OCEAN CLUB PH-1
$109,676.00	RENOVATIONS	2-28-2012	$109,676.00	SPRINGS TOWERS
$40,874.00	STRUCTURAL REPAIRS	9-5-12	$40,874	SAND DUNES
$79,101.00	ADDITION & RENOVATION	6-05-12	$123,266.00	CITY OF MYRTLE BEACH
$26,502.00	RENOVATION	8-27-12	$26,502	ANDERSON BROTHERS BANK

2. List of Projects BIDDER is now engaged in completing:

Amount of Contract Award	Type of Work	Probable Date of Completion	Name & Address of Client
$187,830.00	DUNES WALKOVER	2-07-2013	CITY OF MYRTLE BEACH
$15,000.00	STRUCTURAL	1-25-2013	SANDS OCEAN CLUB

3. FACILITIES

BIDDER owns and has available for immediate use on the proposed Work, the following plant and equipment:

ALL REQUIRED TO PERFORM ALL PORTIONS OF WORK

4. FINANCIAL RESOURCES

That information relative to the BIDDER's financial resources can and may be obtained from the following: (Give name, business, and address).

RON RAIGE # 839-9339
HORRY COUNTY STATE BANK
1701 N. OAK STREET
M.B. S.C. 29577

5. PERFORMANCE OF WORK BY CONTRACTOR

(List below the items that the BIDDER will perform with his own forces, if awarded this Contract, and the estimated total cost of these items.)

Items	Estimated Cost
CARPENTRY	$ 55,000

Estimated Total Cost of items that BIDDER states will be performed with his own forces.
($ 55,000.00).

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the follow subcontractors on this project: List below all proposed subcontractors performing in excess of $5,000 of work in this project. (List only one subcontractor for each item.)

Items	Subcontractors	Estimated Cost
PILING	THOMPKINS	$34,000.00

Estimated Total Cost of Items that BIDDER states will be performed by Subcontractor:
($34,000.00).

Note: Per Instruction to Bidders (Page 4, IB-1, 3.2: At least forty percent (40%) of the total dollar value of the work to be performed under the contract must be performed by the BIDDER and with his own organization.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

F.E. Baiden & Associates, LLC
801 Seaboard Street
Myrtle Beach, SC 29577

SURETY:
(Name, legal status and principal place of business)

American Southern Insurance Company
1301 Hightower Trail, Suite 210
Atlanta, GA 30350

OWNER:
(Name, legal status and address)

Town of Surfside Beach
115 Hwy 17 North
Surfside, SC

BOND AMOUNT:
FIVE PERCENT OF THE ATTACHED BID BOND AMOUNT – PENAL SUM NOT TO EXCEED THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (5% Not To Exceed $13,750.00)

PROJECT:
(Name, location or address, and Project number, if any)

Ramps and Decks For Existing Pier

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th Day of January, 2013.

American Southern Insurance Company
(Principal) *(Seal)*

(Witness) *(Title)*

Companion Property and Casualty Insurance Company
(Surety) *(Seal)*

(Witness) *(Title)* Attorney-in-Fact: David R. Brett

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AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Bldg. 400, Suite 800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Stephen E. Lallier of Reynoldsburg, Ohio; Patricia E. Martin of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 20th day of July, 2012.

Attest:
Gail A. Lee, Secretary

American Southern Insurance Company
By:
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 20th day of July, 2012, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Melonie Coppola
Notary Public, State of Georgia
Qualified in Cobb County
Commission Expires May 17, 2014

MELONIE COPPOLA
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires May 17, 2014

STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 11th day of January 2013

John R. Huot
Vice President

Power No. 028608

Memorandum

To: Town Council
From: Debra E. Herrmann, CMC, Town Clerk
Date: January 17, 2013
Re: Committee Volunteers & Appointments

Advertising was published on November 27th. The Construction Board of Adjustment and Appeals (a/k/a Board of Building Appeals) is required by the International Building Code (IBC) that was adopted by Town Council.

Town Council recently repealed the Board of Business Licensing Appeals, which is not otherwise mandated. However, this particular board is required. IBC requires members of this board to have degrees and/or experience in the trades that relate to building (architecture, engineer, licensed contractor, etc.)

Director Morris actively sought the volunteers being presented and believes that it is essential that the Town show a good faith effort to seat the board so it is in compliance with the IBC. Additional volunteers continue to be sought.

Board of Building Appeals (5 vacancies)
-Bill Trail
-Ralph Magliette

Debra Herrmann

From: Ralph Magliette [magliet@aol.com]
Sent: Tuesday, December 04, 2012 10:26 PM
To: dherrmann@surfsidebeach.org
Subject: Volunteer For Surfside Beach Building Board Of Appeals
(Construction)

Debra Herrmann, Clerk, Surfside Beach

Dear Debra,
I would like to volunteer to become a member of the Surfside Beach Building Board of Appeals.
I have 35 years of environmental engineering experience which encompasses construction oversight for various environmental process controls at pharmaceutical production facilities.

Best regards,

Ralph Magliette
Ralph Magliette
104 Harbor Lights Dr
Surfside Beach, SC 29575
Cell# 732-331-2289
Home# 843-839-2863
E-mail: magliet@aol.com

Debra Herrmann

From: Bill Trail [btrail1234@gmail.com]
Sent: Wednesday, October 31, 2012 6:24 PM
To: dherrmann@surfsidebeach.org
Subject: Commision and Board Applications
Attachments: B Trail Resume Updated.102610.doc

Hello Debra,

Per Sabrina's input, I am applying for the new opening in the Planning Commision and for a position in the Construction Board of Appeals.

I am attaching my summary resume that outlines my extensive experience as an Architect, Construction Manager, Real Estate Developer and Business Owner. If you should need any additional information or have any questions, please call me on my cell at (843) 504-5884...Thanks!

Bill

--
Bill Trail

BILL TRAIL

521 7th AVENUE NORTH
SURFSIDE BEACH, SC 29575

CELL: (843) 504-5884
EMAIL: btrail1234@gmail.com

Summary

Mr. Trail provides 30 years of experience and leadership in design and construction. Bill has ensured the successful completion of numerous large commercial, municipal and education projects.

- *Registered Architect for multi-family, retail and high rise office projects*
- *Senior Manager/Vice President for design and construction by national retail and multi-family real estate developers*
- *Owner's Representative for public sector, managing numerous multi-architect, multi- project and complex government and education construction programs*
- *Design and Construction claims support and resolution*
- *Vice President and Owner for regional business expansion and operations of an Engineering News Record ranked national CM firm*
- *Director of construction operations for $90 million revenue GC/CM for private sector projects*
- *Owner and SC Licensed Residential Builder for firm buying, renovating and reselling challenged homes*

Recent Experience

Hidden Potential Home Renovations, Surfside Beach, SC **May 2010 to Present**

After relocating to South Carolina, Bill proceeded to establish himself and develop new opportunities to maintain and expand relevant skills.

- Volunteered with Habitat for Humanity to help expand my knowledge of residential construction
- Member of Cypress River Home Owner Association's Architectural Review Board
- Architect, General Contractor and self performed work for gut renovation of own 1,700 SF house
- Architect, General Contractor for major renovation & addition to older/ vacant 2,500 SF house

Kirchhoff Construction Management - Pleasant Valley, NY **September 2008 to September 2009**

After a brief break, Bill took over all operations responsibilities to direct over 30 Project Manager and Superintendent personnel of Kirchhoff Construction Management, located in the New York Hudson Valley . Bill established new procedures, implemented training and oversaw staff on over $90 million in private sector construction projects underway, until the firm merge with a larger Massachusetts CM firm. Bill then provided transition services working with the new senior management team until the Fall of 2009.

PinnacleOne/ARCADIS - Phoenix, AZ and Middletown, CT **March 1993 to May 2008**

For over fifteen years, Mr. Trail was in a leadership role with PinnacleOne, an Engineering News Record #27 nationally ranked Construction Management firm. As vice president and an owner of the firm, his role was to provide leadership, manage risk, direct operations, hire staff, manage the marketing efforts and establish strategic direction for both the Program Management and Claim Groups in the Southwest Region and then the Northeast Region starting in 2001. His efforts built the Northeast Region by first winning the $200 million Fairfield Schools Program in Connecticut, expanding into Massachusetts for a $120 million project for the City of Springfield, MA and starting a new service as CM as Agent on a two multi-prime library projects. His role also included the Board of Directors, until PinnacleOne was merged in late 2006 with ARCADIS, a large international consulting firm.

Bradford Realty and Development - Oakbrook, IL **July 1989 to February 1993**
Mr. Trail joined the Chicago, IL based real estate development office of Vanguard, to provide onsite management of two separate retail projects in the suburbs of Chicago; one anchored by Walmart and the other by Jewel Food Stores. Following the local acquisition of the Chicago operations from Vanguard to form a new local based firm, Bradford, Bill was promoted to Vice President in charge of all planning and construction. Projects focused upon stand alone buildings for both Walmart and K-Mart stores, as well as a Phase 2 expansion of an existing retail center and the planning and entitlement process for a large design/build multi anchor development.

Example Project Experiences

Commercial

228 North LaSalle - Chicago, IL
Mr. Trail was involved in the design and construction administration of this high rise addition and renovation project in downtown Chicago to convert a 1920's office building to a new life.

Walgreen's Drug Store - Wappingers Falls, NY
Mr. Trail was Project Executive for contract negotiations and construction of this new $2.3 million, 13,066 sf retail and drug store completed within 22 weeks time. Separate contracts were established for the site work with the site owner/developer and with the separate building developer. While originally bid as a lump sum, the work was converted to a GMP with shared savings just prior to construction starting.

Orland Towne Center - Orland Hills, IL
Bill managed all the design and construction of this $18.6 million Walmart anchored retail center development for the development firm. A difficult site required extensive removal of deep areas of unsuitable "peat" materials and extensive landscape buffering to address adjacent residential area concerns.

Government

Pine Plains Community Center and Library - Pine Plains, NY
Mr. Trail was the Project Executive for this $1.6 million two story 11,000 sf project construction.

City of Norwalk Police Station - Norwalk, CT
Mr. Trail was Project Executive for the Project Management/Owner Representation services provided to the City of Norwalk for the new 60,000 sf police station construction phase, including move management oversight and adding a new Emergency Operations Center build out part way through construction.

City of Phoenix Municipal Courts Complex - Phoenix, AZ
Mr. Trail was the Project Manager for the evaluation of existing conditions at the former Phoenix Union High School Campus property for reuse as a permanent courts complex. Site and 250,000 sf of building components were examined as to current condition, life expectancy and remedial work costs. Mr. Trail also developed the space needs program, prepared conceptual reuse designs with cost estimates for presentation to City Council.

BILL TRAIL

btrail1234@gmail.com

Education - K-12

Fairfield Public Schools - Fairfield, CT
Mr. Trail initially lead the start up of this effort as the Senior Project Manger and then transitioned to the overall Program Director position as it staffed up for this $200 million total budget, six school program that started in 2002. Mr. Trail coordinated with three separate building committees and the Town Administration for all design and construction oversight services. CM at Risk delivery was utilized for the following construction values:

Phoenix Union High School District - Phoenix, AZ
Bill served as Program Director starting in 1996 for this $150 million, nine campus bond construction program, including the first new school to be built in the district for over 20 years. He provided full oversight for the scope of services that included evaluating existing facilities, developing design standards, coordinating educational specifications, selecting consultants and managing the design, bidding, equipping, construction and occupancy of the facilities. The project team managed six architectural firms on multiple bid packages for each of the 10 project sites below:

Education - College and University

Vassar College Davison Residence Hall - Poughkeepsie, NY
Bill provided overall oversight, focusing on schedule maintenance and self performed GC trade staffing for this $13.3 million complete interior and exterior renovation of a historic 1800's 63,500 sf building. Project was completed to meet the scheduled student move in, in spite of Change Order impacts exceeding 25% of the original bid value.

Arizona State University - Tempe, AZ
Bill was the Project Manager assisting in the preparation of an RFQ, RFP and contract documents for the first use of alternative delivery methods allowed by the state for CM @ Risk, Job Order Contracting and Design/Build.

Residential

Multi-Family
Mr. Trail directed all planning and construction operations for a real estate developer/property management firm, including all design and construction contract negotiations, scheduling, feasibility planning, coordination with government agencies and design and construction management for two projects in Portland, OR and Mesa, AZ.

Dyson Residence - Pleasant Valley, NY
Bill was Project Executive for a $1.9 million new 5,182 sf custom residence constructed under a cost plus a fee basis. The project incorporated many "Green" aspects including geothermal heating and cooling and solar collectors.

BILL TRAIL

btrail1234@gmail.com

Claims Analysis

Bill has provided research and technical opinion on issues relative to the standard of care for professionals and construction change order claims. Scope of work included contract review, code research, document analysis and site inspections.

Defective Construction Investigation and Testimony

Mr. Trail coordinated on-site destructive testing, observations and research on various residential, education and municipal properties, including testimony in legal actions for the following:

- Anderson School for Autism - Hyde Park, NY
- Vassar College Kenyon Hall - Poughkeepsie, NY
- The Arbors Condominiums - Las Vegas, NV
- La Mirage Condominiums - Las Vegas, NV
- Whispering Pines School - Miramar, FL

Due Diligence Investigations

Mr. Trail did inspections and prepared property condition reports for various property types including hotel, multi-family, time share, golf course developments and warehouse facilities for both prospective purchasers and commercial lenders. He also coordinated the services for national owners and lenders using strategically placed staff resources to provide nationwide capability.

Education

Bachelor of Architecture - University of Arizona, Tucson, AZ
Arizona School of Real Estate, Scottsdale, AZ – Courses in real estate, funding, land planning and development

Registrations

Licensed Residential Builder, SC #48975
Architect, AZ #016001 (inactive)
Architect, IL #0114355 (inactive)

Memorandum

To: Men of God
From: Debra E. Herrmann, CMC, Town Clerk
Date: January 10, 2013
Re: Surfside Beach Town Council Invocation Schedule

First, please accept my gratitude for your willingness to offer an invocation at the Surfside Beach Town Council meetings. A schedule is below with the particular meeting dates for each of you. Please note that the first meeting in April is on the 9th (not the 2nd) and the first meeting in May is on the 14th (not the 7th.)

Anytime there is a conflict, please let me know as far in advance as possible so that another pastor may be contacted. I believe it is important to continue offering a traditional invocation and this may only be done with your participation.

Council meetings begin at 6:30 p.m. Please let me know when you arrive (I don't always see everyone.) Mayor Samples will open the meeting promptly at 6:30 and the invocation is just after the call to order. Once you have completed the invocation, please remain at the podium until after the Pledge of Allegiance, which is led by Mayor Samples. As soon as the Pledge is completed, you may leave or remain for the meeting.

Again, thank you!

FYI

Meeting Date	Invocation by
01/22/13	Pastor Jay Thornell
02/05/13	Pastor Scott Wachter
02/26/13	Pastor Tony Bratcher
03/12/13	Pastor Allen Rogers
03/26/13	Pastor Steve Fairchild
04/09/13	Pastor Tom Wallace
04/23/13	Pastor John Schafer
05/14/13	Rev. Ronald Greiser

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

finance/ Beach Service/

The first Town Council Meeting in February will be held
TUESDAY, FEBRUARY 5th
so Town Councilmembers may attend
Municipal Association events in Columbia on February 12 and 13.

TOWN COUNCIL Regular MEETING
Council chambers
Tuesday, January 22, 2012 ◆ 6:30 p.m.

AGENDA

1. **CALL TO ORDER** – Mayor Douglas F. Samples

2. **INVOCATION AND PLEDGE OF ALLEGIANCE** -

3. **AGENDA APPROVAL**

4. **MINUTES APPROVAL** –
   A. ✓ Special Meeting December 4, 2012
   B. ✓ Special Meeting December 14, 2012 > Copy pdf
   C. ✓ Regular Meeting January 8, 2013

5. **PUBLIC COMMENTS** – 3-minutes per speaker

6. **COMMUNICATIONS**
   A. Employee Recognition - Lynn Frick, 5-Year Service Award – pdf & copy
   B. Department Reports
      i. ~~Planning, Building & Zoning~~ Finance
      ii. ~~Police~~ Recreation pdf-copy
      iii. ~~Fire~~ Public Works pdf-copy
   C. Administrator's Report – Update on Current Events

7. **BUSINESS**
   A. Print to copy & pdf
   Second Reading Ordinance #12-0734 to amend §7-12 Sanitation Service Charges and to add §7-37(g) Electronic Waste Prohibition, Public Works Director Adair
   B. First Reading Ordinance #12-0725 to amend §6-27 Trustees of the Firemen's Insurance & Inspection Fund, ~~Interim Fire Chief Cimini~~ copy-pdf
   C. First Reading Ordinance #13-0736 Lasers Pointing Devices (per consensus at 01/08/13 meeting) Councilmember Dodge pdf-copy
   D. First Reading Ordinance #13-0737 Beach Services Franchise Agreement
   Michi to send

Surfside Sports Youth Asso Moss + Senar

E. K-9 Unit Decision Paper, Interim Police Chief Keziah copy - pdf

G F. Committee Appointments – Construction Board of Adjustment and Appeals (5 Vacancies), Bill Trail, Ralph Magliette copy-pdf

Pier bid award copy + pdf

8. **DISCUSSION** – Any matters of concern or information to be discussed by Town Council.

Road Signage on Ocean Boulevard, Mayor Pro Tempore Mabry (deferred at January 8th meeting)

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

10. **COUNCIL COMMENTS**

11. ~~**EXECUTIVE SESSION**~~ ??????

12. **ADJOURNMENT**

Reminders

Administration
Pier Signage Presentation, Administrator Fellner (per Micki 12/05/2012)

B&Z
→copy of draft land use element to town council when available 06/11/2012
→list of all addresses that change on the final zoning maps (05/10/2012)

Finance
→breakdown of staff time and costs for town events (08/28/2012)

Planning Dept.
→identify issues and permitting fee relating to docks

Public Works
→Mr. Samples asked Mr. Adair for a list of the streets and estimated costs for the repairs that need to be done. (Budget Meeting 03/08/12)

Recreation
→evaluate staff time and town costs for Guy Daniels surf off (08/28/2012)

Draft

Debra Herrmann

From: Surfside Beach Info [mailinglist@surfsidebeach.org]
Sent: Friday, January 18, 2013 9:28 AM
To: dherrmann@surfsidebeach.org
Subject: PUBLIC NOTICE - Town Council Meeting 01/22/2013
Attachments: 01222013_tc_agenda.pdf; 01222013_tc_agenda_4a_sp_mtg_12042012_minutes_draft.pdf; 01222013_tc_agenda_4b_sp_mtg_12142012_minutes_draft.pdf; 01222013_tc_agenda_4c_01082013_minutes_draft.pdf; 01222013_tc_agenda_6a _5_yr_award_Frick.pdf; 01222013_tc_agenda_6bi_finance.pdf; 01222013_tc_agenda_6bii_recreation.pdf; 01222013_tc_agenda_6biii_public_works.pdf; 01222013_tc_agenda_7a_2nd_reading_12_0734_sanitation_fees.pdf; 01222013_tc_agenda_7b_1st_reading_12_0725_trustees_firemans_fund.pdf; 01222013_tc_agenda_7c_1st_reading_13_0736_laser_devices.pdf; 01222013_tc_agenda_7d_1st_reading_13_0737_beach_service_franchise.pdf; 01222013_tc_agenda_7e_K_9_decision_paper.pdf; 01222013_tc_agenda_7f_pier_bid_award.pdf; 01222013_tc_agenda_7g_surfside_youth_assoc_docs.pdf; 01222013_tc_agenda_7h_committee_appointments.pdf

PUBLIC NOTICE - TOWN COUNCIL MEETING 01/22/2013 @ 6:30 P.M. IN COUNCIL CHAMBERS

The January 22, 2013 Town Council meeting agenda and supporting documents are attached, and are also are published at http://www.surfsidebeach.org/agenda-2012.html; a printed copy is available in the town clerk's office for public inspection prior to the meeting.

The public is invited to attend all meetings. Time is allotted at regular meetings for public comments on agenda items and general comments.

This transmission is pursuant to the Freedom of Information Act §30-4-80.

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reply to	
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