



TOWN OF SURFSIDE BEACH
115 US Highway 17 North, Surfside Beach, SC 29575
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**TOWN COUNCIL SPECIAL MEETING
FIRE STATION CONFERENCE ROOM
TUESDAY, JANUARY 22, 2013 ♦ 10:00 A.M.**

A G E N D A

1. **CALL TO ORDER** – Mayor Douglas F. Samples
2. **PUBLIC COMMENTS – AGENDA ITEMS**
3. **BUSINESS**
 - A. Lanier Parking Solutions Contract
 - B. Discussion: Add 60-day implementation window to Ordinance #12-0729, Overlay District
4. **ADJOURNMENT**

**AGREEMENT FOR PARKING MANAGEMENT SERVICES
BETWEEN THE TOWN OF SURFSIDE BEACH/TOWN OF SURFSIDE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this 1st day of February, 2013 (the "Effective Date"), by and between the **TOWN OF SURFSIDE BEACH**, a South Carolina nonprofit corporation (the "TOWN") or such other entity designated by the Town of Surfside Beach, and **LANIER PARKING METER SERVICES, LLC**, a Georgia limited liability company that is duly authorized to conduct business in South Carolina (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, the TOWN and the Company desire to enter into this Agreement for the Company to provide parking management and enforcement services (as defined in Article 2 of this Agreement) for 360 on and off street parking spaces in the Town of Surfside Beach, South Carolina (the "Project") in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 – COMMENCEMENT OF AGREEMENT

The TOWN is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking management needs of the Project. In providing the Services to the TOWN, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters, and provide a stable, well-trained workforce to provide the Services specified by the TOWN and as discussed in this Agreement.

1.1 *Notice to Proceed*

The Coordinator (as defined in Section 4.2 of this Agreement) will issue a Notice to Proceed to the Company following (i) approval of the Agreement by the TOWN and (ii) receipt by the TOWN of a fully executed Agreement, Insurance Certificate and any other documentation required by the Coordinator from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, meter maintenance, and administration of any merchant validation and parking permit programs that may be mutually agreed to implement (as defined in the Agreement and herein, the "Services"), as further described in this Agreement and in Exhibit 1, Scope of Services. Services will be performed within the guidelines and policies of the TOWN and in compliance with all Federal, State and local laws, ordinances, and regulations. The TOWN will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the TOWN.

2.1 *Regularly Scheduled Services*

The Company will provide the TOWN with a schedule listing all staff assignments, including all enforcement beats. The TOWN may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the TOWN's changing needs.

2.2 *Emergency Services*

In the event an emergency arises and there is an unanticipated sudden need for Services (the "Emergency Services"), the Company will provide such Emergency Services within two (2) hours' notice by the TOWN. The Company's contact person for Emergency Services is its Project Manager. The Project Manager will be available and can be reached 24 hours per day, 365 days per year.

Project Manager TBD

In addition, the TOWN may contact the Company's corporate staff 24 hours a day, 365 days a year for emergency or any other reasons.

2.3 *Permanent Additions, Deletions and Changes to Services*

The TOWN will have the right to add, delete, or change any of the Services, in its sole and absolute discretion, in response to its changing needs. The TOWN will submit all notices for revisions in Services in writing with reasonable advance notice to the Company, except for Emergency Services which shall be provided by Company as set forth in Section 2.2 herein. For any services not originally contemplated by this Agreement, the Company will provide such services at rates that do not exceed those being charged to similar clients for similar services (Company to provide documentation of such rates upon TOWN's request).

The TOWN also agrees that the Company will manage any new parking services implemented by the TOWN under the same terms and conditions as the Services defined herein.

2.4 *Subcontracting*

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted under the terms of this Agreement without the prior written consent of the TOWN. If the requirements of this Section 2.4 are met and the subcontractor is approved in writing by the TOWN, the subcontractor shall then, and only then be considered an "Approved Subcontractor."

2.5 *Items Provided by the Company*

Subject to the discretion and prior written approval of the TOWN, the Company will provide to the TOWN all hand held ticket writing units, specialized software and equipment to be used and necessary in providing the Services. The Company shall consult with the TOWN regarding the type and standard of equipment, materials and supplies to be provided for the Project and related to the providing of the Services described herein. All equipment, material and supplies furnished by the Company shall be used solely in the performance of the Services for the TOWN. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the

Company. The Company will have full responsibility for storing equipment and supplies used in connection with the Services during the operation season, and the TOWN shall furnish a storage area for equipment when the program is not in operation.

2.6 *Items Provided by the TOWN*

TOWN will provide to the Company all parking meters, poles, coin collecting equipment, coin counting equipment, meter bags, vehicles, and any other equipment to be used and necessary for the Company in providing the Services.

2.7 *Project Manager*

The Company will provide an on-site manager with the experience, qualifications and accessibility as provided in this Agreement (the "Project Manager").

ARTICLE 3 - COMPANY PERSONNEL

3.1 *Key Personnel*

The Company shall provide Services pursuant to the terms of this Agreement through its key personnel. The Company shall maintain and provide a copy to the TOWN of all key personnel involved with the Project. Additionally, the Company shall provide the TOWN with timely notice of any changes in its key personnel.

3.2 *Company Personnel Approval, Removal, Replacement or Additions*

The TOWN will have the option, in its sole and absolute discretion, to require the replacement of any individual employee assigned to provide Services at any time, following written notice and a reasonable period of time to make such change(s), during the term of this Agreement (specifically including but not limited to the Project Manager). Also, the TOWN will have the right to require any additional personnel that the TOWN deems necessary to maintain the desired level of Services.

3.3 *Non Solicitation of Employees*

The Town and the Company agree that during the term hereof and for a period of one (1) year thereafter, it will not, directly or indirectly, for itself, or as agent, or on behalf of or in conjunction with any other person, firm, partnership, corporation or

other entity, induce or entice any employee or contractor of the other or its affiliates to leave such employment or contract or cause anyone else to do so.

ARTICLE 4 - POINTS OF CONTACT

4.1 *Company's Point of Contact*

The Company's point of contact for all Services is:

Project Manager (TBD)

The duties of the Company's point of contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the TOWN's requirements.
- Providing consultation and advice to the TOWN on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting.
- Requesting TOWN review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the TOWN and the Company's executive staff when scheduled or requested by the TOWN.
- Communicating among and between the TOWN and the Company's staff.
- Promptly responding to the Coordinator when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the TOWN with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in any manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.

4.2 TOWN's Point of Contact

The TOWN's Administrator will, from time to time, designate a point of contact for all Services. The TOWN's initial point of contact shall be the Town Administrator, its project manager (the "Coordinator"). The Coordinator will facilitate the flow of information between the Company and the TOWN. The duties of the Coordinator include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's point of contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the TOWN's point of contact for all aspects of the Services, including contract administration and coordination with the TOWN's Administrator, its staff and the Town Council..

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

TOWN:

Town Administrator: Micki Fellner
115 Highway 17 N
Surfside Beach, SC 29575

With a copy to:

Mayor
115 Highway 17 N
Surfside Beach, SC 29575

Company:

Lanier Parking Meter Services, LLC
Tim Walsh - President
2600 Harris Tower

233 Peachtree St, NE
Atlanta, GA 30303
Phone: (404) 881-6076
Fax: (404) 881-1815
Email: twalsh@lanierparking.com

With a copy to:

Lanier Parking Meter Services, LLC
M. Scott Diggs
Executive Vice President-Managing Partner
PO Box 1275
Wrightsville Beach, NC 28480
Phone: 910-509-0465
Fax: 910-509-0467
Email: sdiggs@lanierparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The term of this Agreement will be for a period of approximately five (5) years, beginning on the Effective Date and ending at midnight on December 31, 2017 (the "Initial Term"). The TOWN in its sole and absolute discretion shall have the option to extend the term of this Agreement for two (2) additional two-year periods, if notice of its intention to extend is given at least three (3) months prior to the applicable expiration date (the "Extended Term") (Initial Term and any Extended Terms are collectively referred to herein as the "Term").

ARTICLE 7 - COMPENSATION AND PAYMENTS

- 7.1 Reimbursement for Expenses.** The TOWN will reimburse, all of the Company's reasonable expenses, approved in advance by the TOWN's Coordinator, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the Approved Budget (as defined in Section 7.4 hereof). For purposes of this section, "reasonable expenses" shall not include any payments made by the Company to satisfy a judgment, settle a legal claim, or pay a fine or civil penalty if such payment arises from the willful misconduct of the Company, its officers, employees, or agents.
- 7.2 Management Fee.** Town will pay the Company a monthly management fee in exchange for the Services provided hereunder in the amount of \$695.00 with an Incentive Management Fee of 6.5% of all Gross Revenue, as that term is hereinafter defined, from the Project (the "Management Fee"). The Management Fee shall be calculated and payable monthly based on Gross Revenue from the immediately preceding month. For purposes of this Section, "Gross Revenue" shall mean all revenues collected by the Company or the TOWN (excluding all sales taxes or other charges required to be remitted to any governmental agency) related to the Project, including, but not limited to, Meter Revenue, Monthly Parking Revenue, and Citation/Fine/Fee Revenue, pursuant to the provisions of this Agreement.
- 7.3 Cash Management.** The Company shall deposit the Gross Revenue daily into its bank account to be held in trust for the TOWN and deduct the Management Fee and monthly expenses from the operation of the Project. On or before the 20th day of each month, the Company will give the TOWN a statement for the preceding calendar month setting out the Gross Revenue, Management Fee, and expenses for such month (the "Statement"), together with:
- (a) a check for the net proceeds of the operation of the Project for such month after deduction of the Management Fee and expenses; or
 - (b) an invoice for any deficiency. The TOWN shall pay such deficiency within ten (10) days after receipt of the Company's invoice. In the event the TOWN fails to reimburse the Company within said ten (10) day period, and the TOWN does not remedy such failure within five (5) days of receipt of written notice from the Company, then the Company shall have the right to terminate this Agreement with immediate effect.

7.4 Budget

Budgeted expenses shall be based on an approved line item budget to be derived based on the scope of Services to be provided hereunder and the number of parking meters owned or designated by the TOWN for Services. The Initial Approved Budget is attached hereto as Exhibit 2. After the first parking season, a budget shall be submitted annually by January 15 of each year, and approved in writing by the TOWN's Administrator within thirty (30) calendar days after receipt (the "Approved Budget").

If the parties are unable to agree on an Approved Budget for any upcoming year and under the time frames discussed above, then the prior year's Approved Budget shall prevail until the parties agree to the upcoming year's Approved Budget.

The Approved Budget shall be in a form consistent with the TOWN budget. Expenses paid by the Company shall be reimbursed only if they do not exceed the total Approved Monthly Budget by \$500.00 or if approved in writing by the TOWN Administrator. Any expenses incurred in excess of these limitations for such year shall be at the sole cost of the Company.

7.5 Payment to Subcontractors

Upon completion, or as otherwise requested by the TOWN, the Company shall provide to the TOWN documentation of contract payments to any Approved Subcontractor, as provided in Section 2.4 herein.

7.6 Accounting and Auditing

The Company shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs and revenue collections related to this Agreement and the Services provided herein. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the TOWN's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the TOWN's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until one (1) year after the date of final payment by the TOWN to the Company pursuant to the terms of this Agreement.

The TOWN's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article 7. The TOWN will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services-related financial information by an independent auditor selected and paid for by the TOWN in its sole and absolute discretion.

ARTICLE 8 - TERMINATION

8.1 *Termination for Default*

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive "Event of Default" under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party or such additional time as is reasonably necessary to cure such default.
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, or any covenant, agreement, obligation, term, or condition contained in this Agreement.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.2 Termination without Cause

The Town and the Company shall have the right at any time during the term of this Agreement, with or without cause, to terminate this Agreement upon not less than thirty (30) days prior written notice to the other party.

8.3 Obligations Upon Expiration Or Termination

Upon expiration of the Term of this Agreement or termination of this Agreement, the Town shall pay any and all outstanding amounts owed to Company and the Company shall promptly provide or return to the TOWN all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the TOWN or produced by the Company in connection with this Agreement and the Services provided therein, in as good condition as when delivered, reasonable wear and tear excepted.

8.4 No Effect On Taxes, Fees, Charges Or Reports

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the TOWN, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.5 Authority to Terminate

The TOWN Executive Director has the authority, without the necessity of further action by the TOWN, to exercise, on behalf of the TOWN, any and all of the TOWN's termination rights set forth in this Agreement.

8.6 Other Remedies

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services it contemplates providing shall satisfy all requirements set forth in this Agreement. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of the State of Georgia and is duly authorized to conduct business in the State of South Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable Federal, State and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the TOWN, and TOWN officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing) resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the TOWN, or any of the TOWN agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for

the Company or any subcontractor under workers' or workmen's' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 11 - INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the TOWN and authorized to conduct business in the State of South Carolina the following insurance listing the TOWN as additional insureds:

11.1 *Automobile Liability*

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

11.2 *Commercial General Liability*

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement. This coverage shall be on an occurrence basis.

11.3 *Workers' Compensation Insurance*

Meeting the statutory requirements of the State of South Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.4 *Theft, Disappearance and Destruction Coverage*

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount up to \$100,000.

11.5 *Fidelity - Blanket Employee Dishonesty*

Covering the Company, its agents or employees, up to \$500,000 per employee.

Prior to the Effective Date and thereafter prior to the renewal date of such insurance, the Company shall deliver to the TOWN a certificate evidencing the existence of the insurance required and providing that such insurance cannot be amended or canceled except upon the insurer having given thirty (30) days' prior written notice thereof to the TOWN. Upon request of the TOWN, the Company shall disclose a copy of its underlying insurance policy.

The TOWN does hereby waive all rights of recovery, if any, against the Company for damage to, or destruction of, the Project in the event such damage or destruction is caused by fire or other casualty which can be covered under a standard fire and extended coverage insurance policy.

The TOWN expressly acknowledges that the Company's obligations in connection with the management, operation and promotion of the Project, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Project. The Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do the Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The TOWN shall determine, at the TOWN's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Project.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of its professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities

Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the Services provided herein.

12.1 Non-Discrimination

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the TOWN of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the TOWN of the final disposition of such cases.

12.2 Equal Opportunity

The TOWN is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the TOWN and others.

As a condition of entering into this Agreement, the Company further agrees to:
(a) promptly provide to the TOWN all information and documentation that may be requested by the TOWN from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the TOWN to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the Town's Harassment Policy, a copy of which has been provided to the Company. The TOWN will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the TOWN within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;

- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or any other illegal substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Relationship Of The Parties

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent or fiduciary of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

14.2 Entire Agreement

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals (the "Prior Agreements"), written or oral, except to the extent such Prior Agreements are incorporated by reference into this Agreement.

14.3 Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Surfside Beach, South Carolina. The parties further acknowledge and agree that South Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that South Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to South Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a circuit court sitting in Conway, South Carolina. In the event any dispute arises in connection with any covenant, provision, term or condition of this Agreement, the prevailing party in such dispute shall be awarded all of its costs, including reasonable attorney's fees, in such dispute.

14.5 Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 Recitals

The General Recitals listed in the beginning of this Agreement are incorporated herein and made a part hereof.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and

this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its original intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required to be performed under the term of this Agreement.

14.11 No Bribery Or Lobby

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any of its employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the TOWN in connection with this Agreement.

14.12 Company Access to TOWN Facilities

Arrangements for access to TOWN facilities will be made between the Coordinator and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of this Agreement. The Company shall report any loss or misuse of keys immediately and will promptly reimburse the TOWN for any re-keying as a result of such loss or misuse.

14.13 Town's Right to Dismiss Fees and Fines

The Town has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fees.

ARTICLE 15 - PUBLICITY AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the TOWN's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the TOWN's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the TOWN's sole and absolute judgment likely to cast doubt on the competence or integrity of the TOWN or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the TOWN may have, shall entitle the TOWN to terminate this Agreement for default.

THIS AGREEMENT, entered into by and between the TOWN and the Company and as of the Effective Date for the Services set forth herein for the Town of Surfside Beach, South Carolina, **Contract Number XXX**.

COMPANY:

LANIER PARKING METER SERVICES, LLC
Federal Tax I.D. No. 20-0123013

WITNESS

By: Timothy J. Walsh
Chief Operating Officer

Date: _____

Date: _____

TOWN:

TOWN OF SURFSIDE BEACH

WITNESS

By:
Town Administrator
Micki Fellner
115 Hwy 17N
Surfside Beach, SC 29575

Date _____

Date: _____

EXHIBIT 1
SUMMARY SCOPE OF SERVICES

As a part of and in providing the Services, the Company will be responsible for and focus on the following areas:

1. **Parking Meter and Other Onstreet Parking Enforcement**

- a. Enforce parking regulations relating to meters and other parking controls within an area designated by the TOWN, including, but not limited to, the area bounded to the north by 17th Avenue North, to the West by Dogwood Drive, to the South by Melody Lane and to the East Dune Line (the "Designated Area"). Enforcement activities will include electronic ticketing and towing. The TOWN may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage TOWN-owned parking meters and any additional non-metered on-street parking spaces designated by the TOWN.
- c. The Town will resume all responsibilities pertaining to residential parking permits.
- d. Install and manage TOWN-owned parking meters as instructed by the TOWN. The TOWN reserves the right to adjust the number of parking meters and spaces in its sole and absolute discretion.
- e. Establish designated patrol routes for Company enforcement officers.
- f. Respond to requests from the TOWN to suspend or emphasize enforcement along certain roads or in certain areas. The TOWN also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the TOWN. The TOWN will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- g. Enforce parking regulations for special events, including but not limited to festivals, etc.
- h. Mutually agreed that our preferred vendor of choice is Verizon; unless both parties mutually agree to change to another provider.

2. **Collection of Monies and Accounting**

- a. Collect and account for all revenues from the installed meters. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the TOWN, into an account authorized by the TOWN.
- b. Download all data from its handheld computers on a daily basis into the system specified by the TOWN.
- c. Ensure proper accountability and internal control of monies collected.
- d. Provide any periodic or special financial and operational reports as requested by the TOWN.
- e. If requested by the TOWN, provide capability to use debit cards, keys or similar devices at selected meter locations.

3. **[Left Blank]**

4. **Office Administration**

- a. Provide and maintain office space within the Designated Area in the project area that will serve as the office for the Company's enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.
- b. Be equipped with a computer in order to daily download data. The company should maintain a phone line and the number provided to the public as reimbursable expense.
- c. Be responsible for purchasing all materials necessary to carry out all office functions (in accordance with the applicable Approved Budget). These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment to provide the Services.
- d. Coordinate with the TOWN on the TOWN's purchase of new parking equipment.
- e. Administer, if implemented/approved, a Merchant Parking Validation Program.

5. **Personnel Administration**

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio or cell phone contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will arrange for bonding of all personnel who handle monies.
- d. The Company will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear TOWN-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- e. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- f. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the existing term of this Agreement.
- g. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- h. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- i. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Coordinator within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person

making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

- j. Transportation vehicles used by the Company in providing the Services defined herein must be in compliance with all applicable local, state and federal laws (i.e., mopeds, bikes, etc.).

6. **Training and Customer Service**

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Surfside Beach area.
- b. Respond in accordance with approved TOWN guidelines and Article 15 of this Agreement regarding Company responses to public inquiries about the onstreet parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the TOWN in its efforts to inform the public about the Project.
- d. Provide all enforcement personnel with an adequate supply of material regarding TOWN services and city attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Coordinator.
- f. Provide general information and directions to assist customers with the City.

7. **Installation and Maintenance**

- a. Advise the TOWN in the purchase of, parking meters, paystations and other parking management equipment. Any purchase shall be approved by the TOWN and consistent with TOWN approved purchasing procedures.
- b. Advise the TOWN in the install of parking meters and paystations in accordance with the TOWN's standards. The installation labor will be provided by the TOWN.
- c. Maintain the installed meters in good working condition. Good working condition is defined as repairing/replacing any defective meter within

twenty-four (24) hours of a report of failure. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.

- d. Implement and follow a regular preventive maintenance schedule for all parking meters and any other parking management equipment.
- e. Keep a meter log of all complaints. The log will note the date, meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the meter, the nature of the problem and the date it was corrected.

8. [Left Blank]

9. **Special Events**

- a. If a special event is scheduled, the Company may be required to reset any or all meters. These events include, but are not limited to, festivals, parades etc.

10. [Left Blank]

11. **Other**

- a. Change Company procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.
- b. Consult with the TOWN, as requested, regarding the design or enhancement of the parking program and the Services.
- c. Assist in maintaining and expanding the program, if required to do so, as needed.
- d. Coordinate with the TOWN and stay involved in the TOWN's efforts to inform the public about the parking program.
- e. Provide consulting services to the TOWN on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.

**EXHIBIT 2
INITIAL APPROVED BUDGET**

**Surfside Beach
Annual Revenue & Expense Proforma
12 Month Budget Beginning January, 2013**

	Jan-13 Budget	Feb-13 Budget	Mar-13 Budget	Apr-13 Budget	May-13 Budget	Jun-13 Budget	Jul-13 Budget	Aug-13 Budget	Sep-13 Budget	Oct-13 Budget	Nov-13 Budget	Dec-13 Budget	Total Budget
Revenue													
Paystation Revenue	\$ -	\$ -	\$ 8,987.25	\$ 16,510.55	\$ 23,398.80	\$ 43,471.35	\$ 61,380.45	\$ 38,747.70	\$ 9,814.10	\$ 11,840.40	\$ -	\$ -	\$ 214,150.60
Violation	\$ -	\$ -	\$ 1,015.22	\$ 4,060.88	\$ 6,091.31	\$ 6,768.13	\$ 7,444.94	\$ 7,444.94	\$ 7,783.34	\$ 6,768.13	\$ 1,353.63	\$ 676.81	\$ 49,407.33
Total Income	\$ -	\$ -	\$ 10,002.47	\$ 20,571.43	\$ 29,490.11	\$ 50,239.48	\$ 68,825.39	\$ 46,192.64	\$ 17,597.44	\$ 18,608.53	\$ 1,353.63	\$ 676.81	\$ 263,557.93
Payroll & Payroll Expenses													
Wages-Maintenance	\$ -	\$ 2,334.08	\$ 1,750.56	\$ 1,833.92	\$ 1,958.96	\$ 1,667.20	\$ 1,958.96	\$ 1,833.92	\$ 1,792.24	\$ 1,917.28	\$ 833.60	\$ 833.60	\$ 18,714.32
Wages - Enforcement	\$ -	\$ 2,000.64	\$ 2,542.48	\$ 2,250.72	\$ 2,250.72	\$ 2,500.80	\$ 2,250.72	\$ 2,417.44	\$ 2,334.08	\$ 2,292.40	\$ 416.80	\$ 416.80	\$ 21,673.60
Wages-Management	\$ -	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 8,250.00
Taxes, Benefits & W/C	\$ -	\$ 1,576.26	\$ 1,563.34	\$ 1,498.74	\$ 1,537.50	\$ 1,524.58	\$ 1,537.50	\$ 1,550.42	\$ 1,511.66	\$ 1,537.50	\$ 620.12	\$ 620.12	\$ 15,077.74
Payroll Processing Fee	\$ -	\$ 53.39	\$ 52.95	\$ 50.76	\$ 52.08	\$ 51.64	\$ 52.08	\$ 52.51	\$ 51.20	\$ 52.08	\$ 21.00	\$ 21.00	\$ 510.69
Subtotal Payroll	\$ -	\$ 6,714.37	\$ 6,659.33	\$ 6,384.14	\$ 6,549.26	\$ 6,494.22	\$ 6,549.26	\$ 6,604.29	\$ 6,439.18	\$ 6,549.26	\$ 2,641.52	\$ 2,641.52	\$ 64,226.35
Operating Expenses													
Rent or Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uniforms	\$ -	\$ -	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350.00
Operating Supplies	\$ -	\$ -	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ -	\$ -	\$ 320.00
Paystation Supplies	\$ -	\$ -	\$ 121.50	\$ 121.50	\$ 121.50	\$ 121.50	\$ 121.50	\$ 121.50	\$ 121.50	\$ 121.50	\$ -	\$ -	\$ 972.00
Office Supplies	\$ -	\$ -	\$ 135.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ -	\$ -	\$ 380.00
Parking Tickets / Violations	\$ -	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00
Handheld Rental	\$ -	\$ -	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 50.00	\$ 50.00	\$ 3,220.00
Paystation EMS & GSM	\$ -	\$ -	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 135.00	\$ 135.00	\$ 8,190.00
DMV Research	\$ -	\$ -	\$ -	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ -	\$ -	\$ 245.00
Business License	\$ -	\$ 325.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325.00
Subtotal Operating Expense	\$ -	\$ 325.00	\$ 2,426.50	\$ 1,611.50	\$ 1,611.50	\$ 1,611.50	\$ 1,611.50	\$ 1,611.50	\$ 1,611.50	\$ 1,611.50	\$ 185.00	\$ 185.00	\$ 14,402.00
Repairs & Maintenance													
Equipment	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 2,400.00
Service Contracts/Warranties	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 1,600.00
Subtotal R & M	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 4,000.00
Insurance													
General Liability	\$ -	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 8,446.79
Subtotal Insurance	\$ -	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 767.89	\$ 8,446.79
Other Expenses													
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cellular Phone	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,100.00
Base Management Fee	\$ -	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 7,645.00
Incentive Management Fee	\$ -	\$ -	\$ 650.16	\$ 1,337.14	\$ 1,916.86	\$ 3,265.57	\$ 4,473.65	\$ 3,002.52	\$ 1,143.63	\$ 1,209.55	\$ 87.99	\$ 43.99	\$ 17,131.27
Accounting Fees	\$ -	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 4,345.00
IT Support	\$ -	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 660.00
Banking Fees	\$ -	\$ 34.40	\$ 33.10	\$ 30.27	\$ 30.52	\$ 30.60	\$ 30.88	\$ 31.28	\$ 30.55	\$ 31.12	\$ 13.04	\$ 12.72	\$ 308.48
Recruiting Fees	\$ -	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 770.00
Gas Expense	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,000.00
Lodging	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ 250.00
Travel - Meals	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ 125.00
Postage	\$ -	\$ -	\$ -	\$ 112.01	\$ 112.01	\$ 112.01	\$ 224.02	\$ 224.02	\$ 224.02	\$ 224.02	\$ 224.02	\$ 224.02	\$ 1,680.16
Subtotal Other Expenses	\$ -	\$ 1,529.40	\$ 2,103.26	\$ 2,974.42	\$ 3,479.39	\$ 4,903.18	\$ 6,148.55	\$ 4,752.82	\$ 2,818.41	\$ 2,959.70	\$ 1,745.05	\$ 1,600.73	\$ 35,014.91
Total Expenses	\$ -	\$ 9,336.66	\$ 12,456.98	\$ 12,237.95	\$ 12,908.04	\$ 14,276.79	\$ 15,577.20	\$ 14,236.50	\$ 12,136.98	\$ 12,388.35	\$ 5,339.46	\$ 5,195.14	\$ 126,090.05
Net Income/(Loss)	\$ -	\$ (9,336.66)	\$ (2,454.51)	\$ 8,333.48	\$ 16,582.07	\$ 35,962.69	\$ 53,248.19	\$ 31,956.14	\$ 5,460.46	\$ 6,220.18	\$ (3,985.83)	\$ (4,518.33)	\$ 137,467.88

Surfside Lot and Space count						
Location	Paid Spaces	Current	POM	Twin	DPT	IPS
Melody Lane	5	Meter	5	2		
13 Ave S Street End	10	Meter	10	3		
13 Ave S On Street	36	Meter	26	18		10
6th Ave S	13	Meter	13	6		
5th Ave S	26	Paystation			1	
4th Ave S	24	Paystation			1	
3rd Ave S	25	Paystation			1	
Yaupon	66	2 Paystations			2	
Surfside Pier /Surfside Dr.	48	2Paystation			2	
3rd Ave N	32	Paystation			1	
6th Ave N	29	Paystation			1	
Ocean Blvd & 16 th Ave N	46	Meter	26	15		20
		Subtotal	80	44	9	30
Ocean Drive	136	Meters	136	52		
Total	496		216	96	9	30

Ocean Boulevard			
	Cost per Unit	# of Units	TOTAL
Meters	\$ 376.92	136	\$ 51,261.12
Poles	\$ 20.00	90	\$ 1,800.00
Twin Mounting	\$ 46.78	52	\$ 2,432.56
Concrete	\$ 4.00	70	\$ 280.00
Paint	\$ 2.00	30	\$ 60.00
Cutting Wheels	\$ 4.00	25	\$ 100.00
Shipping Est.	\$ 1,700.00	1	\$ 1,700.00
		TOTAL	\$ 57,633.68

Debra Herrmann

From: Surfside Beach Info [mailinglist@surfsidebeach.org]
Sent: Friday, January 18, 2013 12:02 PM
To: dherrmann@surfsidebeach.org
Subject: PUBLIC NOTICE - SPECIAL TOWN COUNCIL MEETING
Attachments: 01-22-2013 SP Mtg Agenda.pdf

PUBLIC NOTICE - SPECIAL TOWN COUNCIL MEETING

The January 22, 2013 Town Council special meeting agenda is attached, and is also published at <http://www.surfsidebeach.org/agenda-2013.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 special meetings for public comments on agenda items.

This transmission is pursuant to the Freedom of Information Act §30-4-80.

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to field	
reply to	
message	<p>PUBLIC NOTICE - SPECIAL TOWN COUNCIL MEETING</p> <p>The January 22, 2013 Town Council special meeting agenda is attached, and is also published at http://www.surfsidebeach.org/agenda-2013.html; a printed copy is available in the town clerk's office for public inspection prior to the meeting.</p> <p>The public is invited to attend all meetings. Time is allotted at special meetings for public comments on agenda items.</p> <p>This transmission is pursuant to the Freedom of Information Act §30-4-80.</p>
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modified	2013-01-18 12:16:50
embargo	2013-01-18 11:28:00
repairinterval	0
repeatuntil	2013-01-18 11:28:42
status	sent
userselection	
sent	2013-01-18 12:16:50

htmlformatted	1
sendformat	HTML
template	0
processed	565
as text	530
as html	35
as pdf	0
as text and pdf	0
viewed	0
bounce count	0
send start	2013-01-18 11:30:39
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Attachments for this message	
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