



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

TOWN COUNCIL REGULAR MEETING COUNCIL CHAMBERS

TUESDAY, FEBRUARY 5, 2013 ♦ 6:30 P.M.

*Special meeting day to allow Town Council to attend
Municipal Association events in Columbia on February 12 & 13, 2013*

A G E N D A

1. **CALL TO ORDER** – Mayor Douglas F. Samples
2. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Pastor Scott Wachter, Surfside United Methodist Church
3. **AGENDA APPROVAL**
4. **MINUTES APPROVAL**
 - A. Workshop Meeting January 15, 2013
 - B. Special Meeting January 15, 2013
 - C. Regular Meeting January 22, 2013
5. **PUBLIC COMMENTS** – 3-minutes per speaker
6. **COMMUNICATIONS**
 - A. Proclamation #13-79 Municipal Association of SC Legislative Priorities
 - B. Department Reports
 - i. Planning, Building & Zoning
 - ii. Police
 - iii. Fire
 - C. Administrator's Report – Update on Current Events
7. **BUSINESS**
 - A. Second Reading Ordinance #12-0725 to amend §6-27 Trustees of the Firemen's Insurance & Inspection Fund, Administrator Fellner
 - B. Second Reading Ordinance #13-0736 Laser Pointing Devices, Councilmember Dodge
 - C. 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, Administrator Fellner
 - D. Parking Committee Recommendations, Administrator Fellner
 - i. Authority for Lanier Staff to issue Parking Tickets
 - ii. Traffic Flow on Seaside Drive
 - iii. Free Parking for Trailers during Bike Weeks
 - iv. Parking Information Signage on US 17 Business

8. **DISCUSSION** – Any matters of concern or information to be discussed by Town Council.
Revisit Buffer Zones and Stormwater Committee, Councilmember Stevens
9. **PUBLIC COMMENTS** – 5-minutes per speaker
10. **COUNCIL COMMENTS**
11. **EXECUTIVE SESSION**
 - A. Pursuant to FOIA §30-4-70(a)(1) to discuss compensation, promotion, demotion, discipline, or release of an employee.
12. **ADJOURNMENT**

SURFSIDE BEACH TOWN COUNCIL WORKSHOP MINUTES
Tuesday, January 15, 2013, 10:00 a.m.
Surfside Beach Fire Station Conference Room

1. CALL TO ORDER. Mayor Samples called the workshop to order at 10:00 a.m. Mayor Samples, Mayor Pro Tempore Mabry and Councilmembers Dodge, Smith, Stevens and Kohlmann were present. Councilman Johnson was unable to attend. A quorum was present. No town staff members were present. Council agreed to summary minutes taken by a citizen volunteer. Council also agreed that they would proceed informally during the workshop as if the Rules were suspended.

2. BUSINESS. Mayor Samples said that the workshop was called for the purpose of Visioning for the Town of Surfside Beach and to promote Team Building among Council members. He asked for a general opening statement from each member, addressing the "big picture." Each Councilmember present then put forth his or her ideas for improvement and/or issues that the Town should address in the future. These ideas were later sorted by primary area of responsibility and are listed in the attachment. Having addressed each suggested item by area of responsibility, it was agreed that further discussion and breakdown of the list will be necessary. Council will reconvene at a later date to address the list from the following perspectives:

- Tasks associated with the item.
- Priority.
- Timing – long term, mid-term or short-term.
- Financial/budgeting considerations.

3. ADJOURNMENT. Mayor Samples declared the workshop closed at 12:40 p.m.

Respectfully submitted,

Mary Ellen Abrams

ATTACHMENT: List of issues to be further addressed by Council, 3 pages.

Approved February 5, 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

SURFSIDE BEACH TOWN COUNCIL WORKSHOP 1/15/2013 – Visioning and Team Building

Attachment: List of Items Suggested by Councilmembers and sorted by area of responsibility.

(The following were taken off the table as completely agreed upon by Councilmembers:)

Like the Town the way it is.
Sense of Community
Great Services
Family Orientation (including height limits on buildings)

Town Council Specific:

1. Communication - matter of TC subcommittees communicating to full Council. (More at #17)
2. Trust
3. Respect
4. Economic Development
5. Working Together
6. Transparency (One item under this should be Town Council Minutes.)
7. Fiscal Responsibility
 Sub-topic: Prudence is too vague. Need 5-7-10 year plans.
8. Dumping of leaves (by commercial entities). Probably needs ordinance rewrite. This is a multi-faceted issue involving illegal dumping, enforcement, possible bagging of leaves, clearer laws, etc.
9. Increase Revenue - discussion included millage and special funds.
10. Underground Wiring: Need to better understand the engineering (big electric vaults)

Town Council and Administrator:

11. Be Opportunistic (example: HWY 17 repaving)

Administrator:

12. Tours of Departments (ask Dept. Heads about open-house). This had multiple sub-ideas:
 For the general public? Open house might be better.
 For new Council members, town clerk should arrange appointments with department heads.
 Tie to the 50th Anniversary?
 Ride-along's?

Multiple responsibilities:

13. Highway 17 – PW, Admin, TC, Committees, GSATS, SCDOT

Frontage roads

Crossovers

Mayor Samples explained the importance of GSATS and stated that the modernization of Hwy 17 is critical to long term business prosperity of Surfside Beach.

14. Water Tower. Install the Town Logo with the words A FAMILY BEACH on the North and South sides of the water tower so that they are visible for drivers on Hwy 17 Business. – TC, Admin, PW, GSWSA

15. Esthetics (lighting, signs, landscaping) – Administrator, PW, Committees and Santee Cooper

16. Public Service Attitude – Administrator and all Departments, particularly Police

Town Council and Staff :

17. Communication (more at #1)

18. Attitude

19. Stormwater – North end (with Public Works)

Public Works:

20. Pot holes in town roads

21. Surfside Drive – more palm trees and year round lights on palm trees. Install isolated medians on Surfside Dr. from Poplar Dr. to Yaupon Dr. Plant two or three Palmetto Palms in each isolated median.

22. Ocean Blvd line of sight

23. Trimming bushes over sidewalks

Administrator and Committees:

24. Branding

Police Department :

25. Crime Watch (also bicycle patrol and dogs)

Planning, Building & Zoning Department:

26. Residential “overlay” – (appearance requirements for residential properties)

Business Committee:

27. Start a business “club.” (It is not clear if the town could effect this; town is beginning to feel out MB C of C to help promote our “family beach” niche. They tend to resist fragmenting the “MB Area” concept.)

28. Fifth Avenue North – stagger the traffic signal? Closing frontage road? Close the North side of the frontage road only at 5th Ave N to improve safety. (Send first to Business Committee and then to Infrastructure subcommittee of TC.)

29. Business friendly

Recreation and Events Committee:

30. Hold events in central business district and in Veterans’ Park.

Draft



**SURFSIDE BEACH TOWN COUNCIL
SPECIAL COUNCIL MEETING MINUTES
JANUARY 15, 2013 ♦ 4:00 P.M.
SURFSIDE BEACH FIRE STATION CONFERENCE ROOM**

1
2
3
4
5
6
7 **1. CALL TO ORDER.**

8
9 Mayor Samples called the meeting to order at 4:00 p.m. Mayor Samples, Mayor Pro Tempore
10 Mabry, and Councilmembers Dodge, Kohlmann, Smith and Stevens were in attendance. Councilmember
11 Johnson was out of town on business. A quorum was present. Others present: Administrator Fellner,
12 and Town Clerk Herrmann.

13
14 **2. PUBLIC COMMENTS – AGENDA ITEMS**

15
16 There were no public comments.

17
18 **3. BUSINESS.**

19
20 Employee Health Insurance.

21
22 Ms. Fellner presented a decision paper and spreadsheet, which are on file. The town must renew
23 or choose a new plan and/or provider by February 1st. Town Council needed to select a healthcare plan
24 and provider that offers good coverage to employees and minimizes costs and financial exposure for the
25 town. The assumptions are a desire to decrease overall costs for employee healthcare coverage and to
26 maintain the current level of service and coverage.

27
28 Mayor Samples said there is no degradation to the level of service to town employees; he wanted
29 everyone to understand there is no reduction to benefits for employees.

30
31 Ms. Fellner referred to the spreadsheet and explained the various plans and applicable savings,
32 potential exposure, and exposure if all employees participate in the Health Incentive Account (HIA)
33 program. The negotiated rate to participate in United Health Care, the current provider, is \$43,846 per
34 month; out of network per year is \$526,153; financial exposure is \$145,500.

35
36 Mayor Samples said the finance committee did not consider the percentage paid by town
37 employees in the analysis. The spreadsheet shows total costs. Ms. Fellner said the town currently pays
38 \$4,620.50 per year per employee. The employee's contribution is \$384.72, which is approximately 8-
39 percent. Coverage including employee/child or employee/family has higher premiums, \$4,116.24
40 contribution by employees. Employees have another benefit, regardless of plan type, of a maximum
41 \$350 out-of-pocket deductible, because the town funds the difference for the total \$1,500 deductible.

42
43 Ms. Fellner said the coverage for the three proposals shown on the left side of the spreadsheet
44 are very similar insofar as co-insurance, deductibles, office co-pays, and out-of-pocket. The cost for
45 United Health Care per year is \$489,888; which represents a \$36,265 savings over the current plan. This
46 particular plan would lower the town's financial exposure from \$145,500 to (\$34,000.) She emphasized
47 that the town averages \$10,000 per year in deductible payouts. That number would be much, much
48 higher if every single person insured claimed the deductible reimbursement.

49
50 Mayor Samples explained that a past town council decided on an insurance policy with a higher
51 deductible to save the town money, but decided to subsidize employee's deductible to a maximum of
52 \$350 out-of-pocket.

53
54 Option 5 has a \$5,000 deductible; Option 8 is \$10,000. The finance committee considered using
55 a reinsurer to insure the portion of the deductible. It required the use of two insurance cards, creating

56 inconvenience and unreasonable administrative tasks, which is why the finance committee decided
57 against using a reinsurer. The City of Forest Acres used a reinsurer and said it would not be renewing
58 the contract, because reinsuring created more problems than it solved. It may be an option in the future.
59

60 Ms. Fellner said Option 5 has a \$5,000 deductible and a cost of \$408,666 per year. The savings
61 would be \$117,486. Potential exposure is \$339,500; however, if all employees participate in HIA,
62 exposure is \$194,000. The HIA, Health Incentive Account, requires the employee to register with basic
63 health information, get an annual physical, and possibly get additional credit for achieving set some
64 health related goals, i.e. exercise, stop smoking, weight loss, etc. The town will certainly help employees
65 that need assistance registering.
66

67 Mr. Smith asked if a physical is covered under the plan, and if the \$1,000 savings in HIA was for
68 all employees. Ms. Fellner said annual physicals were covered; the employee only paid the co-pay. The
69 up to \$1,000 credit is for every insured under the plan, regardless of whether it was an employee or a
70 dependent.
71

72 Ms. Fellner said the only difference to the employee between the current plan and Option 5 would
73 be that the employee's portion of the deductible. She suggested increasing the employees portion by
74 \$150 to \$500 as long as the employee participated in HIA, and suggested that Town Council require
75 employees to participate in the HIA, otherwise the employee would be responsible for the full deductible.
76

77 Ms. Kohlmann asked if the HIA would be mandatory for each employee. Ms. Fellner reiterated
78 that HIA participation should be mandatory, unless the employee doesn't care what the deductible
79 amount is, and then the employee would be responsible for the \$1,500 deductible. Ms. Kohlmann asked
80 if dependents should also participate in HIA. Ms. Fellner said they should, because that is how the
81 example for cost exposure was calculated.
82

83 Mr. Smith asked if existing conditions were covered under the new plan. Ms. Fellner said yes.
84

85 Ms. Dodge asked if there was a limit to the number of children covered. Ms. Fellner said the
86 family plan covers all family members.
87

88 Ms. Fellner said the finance committee believed that Option 5 was the best option because
89 Option 8 had significantly higher risk categories and potential exposure. She reiterated that the town's
90 history shows an average of about \$10,000 per year in deductible payouts. She explained that the
91 deductibles are likely to double, because of the higher plan deductible. She explained that this is a
92 budgetary matter and Town Council should decide how to proceed. The budget has approximately
93 \$10,000 in a line item, but she believed the exposure amount of \$145,500 should have been used to
94 show the actual amount for which the town is responsible.
95

96 Mr. Stevens said the figures on the chart were lower than the ones disclosed during the finance
97 committee meeting. Ms. Fellner said that prices were lowered in an attempt to get the account. Mr.
98 Stevens said the town actually got a better price. Ms. Fellner said it did.
99

100 Mr. Smith asked if \$339,500 should be budgeted. Ms. Fellner said \$194,000 if council requires
101 HIA participation.
102

103 Ms. Kohlmann asked whether under United Health Care using an in-network doctor instead of an
104 out-of-network doctor would affect the savings. Ms. Fellner said the likelihood is that a person would go
105 halfway through a telephone book before finding a doctor that did not accept Blue Cross/Blue Shield Ms.
106 Kohlmann said her concern was that doctors would be available.
107

108 Mayor Samples asked for clarification on the totals. Ms. Fellner said that employees, spouses,
109 and children were used. Totals include 29 x \$5,000; 10 x \$10,000; 11 x \$10,000, and 13 x \$10,000.
110

111 Mr. Smith asked if the number of employees times the deductible equaled the potential exposure.
112 Ms. Fellner explained that deductibles are \$5,000 for employee only, and \$10,000 for all other plans. The
113 numbers across the top of the chart, 29, 10, 11, 13, represent the number of insured people in each plan
114 type. She reiterated that potential exposure depended upon whether Town Council chose to require
115 employees to participate in the HIA and whether employees would be asked to increase their deductible
116 amount from \$350 to \$500, both of which she was asking Town Council to do. Assuming both of those
117 are done, the town's exposure would be \$194,000.
118

119 Mr. Stevens asked if hospital coverage was being increased with the proposal. Ms. Fellner said
120 the plans were very similar. Mr. Stevens asked if the deductible was only in the case of a major medical
121 situation. Ms. Fellner said various payments apply towards the deductible. Mr. Stevens asked if any of
122 the doctor's appointment counted towards deductible, for instance if someone had the flu. Ms. Fellner
123 said it would depend what the visit was for, but not for a flu visit.
124

125 Ms. Fellner recommended accepting Option 5, which raises the deductible to \$5,000; requiring
126 employees to participate in the first \$500 of the deductible, and requiring employees to enroll in the HIA.
127 However, if the employee does not participate in the HIA, he or she will be required to contribute the first
128 \$1,500 of the deductible. The rationale for the recommendation is that employees will have a healthcare
129 plan with a provider that offers good coverage and minimizes cost to the town, and also doesn't impact
130 the employee very much. The net difference to the employee is \$150 if they have to meet the deductible.
131

132 Mayor Samples said the City of Myrtle Beach pays 100-percent for its employees, but any
133 dependent costs are the full responsibility of the employee. Blue Cross/Blue Shield is a good plan that is
134 recognized everywhere.
135

136 Mr. Smith asked if the out-of-pocket maximum was \$2,500 for the employee and family. Ms.
137 Fellner said that should state \$2,500/employee and \$5,000/family on the chart.
138

139 Mr. Stevens said most people will try to find an in-network doctor, because it saves them money.
140 The proposal covers 100-percent of hospital and 97-percent of doctors, which is a lot. Blue Cross/Blue
141 Shield is recognized everywhere. This is a plus for the employees.
142

143 Ms. Kohlmann asked if benefits were included if a teenager needed some type of counseling
144 treatment. Ms. Fellner said there is some coverage; this proposal has the same coverage as is currently
145 provided. She believes some chiropractic coverage might not apply towards the deductible.
146

147 Ms. Mabry said the deductible is \$1,500 for an employee; however, that can be reduced to \$500 if
148 they take advantage of the HIA. Ms. Fellner said she cares about every employee that works for the
149 town. She reiterated that if Town Council does not make it mandatory for employees to participate in the
150 HIA, then when a medical problem arose, the employee would be "screaming" that he or she cannot
151 afford the deductible. There are some employees that will need assistance getting enrolled, and staff
152 will provide assistance. She really believed a mandatory HIA would prevent a bad situation with an out-
153 of-pocket expense.
154

155 Mr. Stevens said HIA makes good sense. He believed it should be mandatory and agreed 150-
156 percent.
157

158 Mayor Samples believed Town Council understood the recommendation and asked if there were
159 other questions or comments. There were none. Mayor Samples asked if there was consensus to
160 authorize the town administrator to proceed with Option 5 as described. **COUNCIL CONCURRED.**
161

162 Mayor Samples said health insurance is a never-ending challenge.
163

164 Mr. Smith thanked Ms. Fellner for the information and presentation. Mayor Samples said thank
165 you from all of council.

166
167 Mayor Samples announced that Mike Wooten was appointed to the South Carolina Department
168 of Transportation Commission. A greeting card for him was distributed for signing.
169

170 Mayor Samples said an article was in the newspaper about "spice" purchases in Surfside Beach.
171 He wasn't sure of the process, but believed that "spice" should be outlawed.
172

173 Ms. Kohlmann said that Helping Hand is in need of donations and volunteers. It is open Monday
174 through Friday from 9 a.m. to 2 p.m. One can [of food] makes a difference in somebody's life!
175

176 Mr. Smith said the town pays 93-percent of single employee's insurance premiums, and asked
177 what payments are for other plans. Mayor Samples said the percentages increase in 7-percent
178 increments for the plans. Mr. Smith asked if the same percentages would apply. Ms. Fellner said ~~yes~~.

179 *The dollar amount would remain the same, not the percentage. No,*
180 *4. ADJOURNMENT.*
181

182 Ms. Mabry moved to adjourn the meeting at 4:38 p.m. Mr. Smith seconded. All voted in favor.
183 **MOTION CARRIED.**
184

185 Respectfully submitted,
186

187
188 _____
189 Debra E. Herrmann, CMC, Town Clerk

190 Approved: February 5, 2013
191

192 _____
193 Douglas F. Samples, Mayor
194

195 _____
196 Mary M. Mabry, Mayor Pro Tempore

195 _____
196 Ann Dodge, Town Council

197 _____
198 Mark L Johnson, Town Council

197 _____
198 Elizabeth A. Kohlmann, Town Council

199 _____
200 Roderick E. Smith, Town Council

199 _____
200 Randle M. Stevens, Town Council

201
202
203 Clerk's Note: This document constitutes minutes of the meeting, which was audio taped. This meeting was transcribed by Town Clerk Herrmann. In
204 accordance with FOIA, meeting notice and the agenda were distributed to local media and interested parties. A complete list is on file in the clerk's
205 office. The agenda was posted on bulletin boards outside Council Chambers and in the Town Hall reception area. Meeting notice was also posted on
206 the Town marquee. When (**) is used, a section of the transcription is inaudible. Public Comments and Council Comments made during Special
207 Meetings are edited.
208

Debra Herrmann

From: Micki Fellner [mfellner@surfsidebeach.org]
Sent: Saturday, February 02, 2013 4:50 PM
To: 'Doug Samples'
Cc: 'Rod Smith'; marybethmabry@gmail.com; 'Randle Stevens'; bkohlmann@surfsidebeach.org; 'Mark Johnson'; 'Ann Dodge'; 'Debra Herrmann'
Subject: RE: Special meeting draft minutes; Jan 15 Health Insurance

Doug – You are exactly correct. The text should read, “ Mr. Smith asked if the same percentages would apply. Ms. Fellner said no. The dollar amount would remain the same, not the percentage.”

MICKI FELLNER

Town Administrator

mfellner@surfsidebeach.org

843.913.6111

<http://www.surfsidebeach.org>

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From: Doug Samples [<mailto:dougsamples@yahoo.com>]
Sent: Saturday, February 02, 2013 10:44 AM
To: Debra Herrmann; Micki Fellner External E Mail
Cc: Rod Smith; marybethmabry@gmail.com; Randle Stevens; bkohlmann@surfsidebeach.org; Mark Johnson; Ann Dodge
Subject: Special meeting draft minutes; Jan 15 Health Insurance

Please revisit Line 178 from our Special Meeting.

Rod and my memory are further discussion occurred after his question/Micki's answer. While I do not have the benefit of a tape, Rod and I, and I believe all others are in complete agreement on the principle and ultimate decision to hold staff dollar contributions the same which results in *de facto* change to percentages.

In summary form, "Mayor Samples followed up by saying the percentages would change because the intent was to hold the staff's current dollar amount being paid the same (not percentage), and thus, the savings generated by going with Option 5, would accrue solely to the Town and not the staff. However, this savings to the Town would then be available for other uses Council may approve, such as, employee Cost of Living increases, merit increases, or other non-personnel matters. The Mayor made clear that while the employees and their dependents were in fact paying a higher percentage of their health benefit, they were enjoying the benefit at the same actual dollar cost as under the current 2012 United Healthcare plan, which was scheduled to increase their's and the Town's actual cost by about 5 percent in 2013. In other words, the adoption of Option 5 was a win-win for everyone."



Memorandum

To: Town Council
From: Debra E. Herrmann, CMC, Town Clerk
Date: January 29, 2013
Re: Town Council Meeting Minutes

DK

Please note that the recording failed after the recess until Ms. Kohlmann began speaking about the beach franchise agreement. I kept checking the machine and it appeared to be recording, but it wasn't.

The equipment was checked prior to the meeting, and it was not working properly. Mayor Samples and Ms. Fellner were made aware of the problems prior to the meeting.

The portion of the minutes written from my notes begin when Mr. Stevens and Mr. Smith withdrew the motion to adopt the sanitation ordinance and offered a new motion and continues until Ms. Kohlmann's comments about the season being upon us. Red notations are made in the minutes to set apart the portion transcribed from notes, and a different typeface was used to further delineate that section.

The equipment was inspected and recalibrated today. The technician said the recording heads are worn out on the Dictaphone machine in chambers. That machine was swapped with one machine in my office, because the recording heads are virtually unused.



**SURFSIDE BEACH TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
JANUARY 22, 2013 ♦ 6:30 P.M.
TOWN COUNCIL CHAMBERS**

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; Police Captain Miller; Public Works Director Adair, Recreation Supervisor Ellis, and Town Clerk Herrmann.

Mayor Samples: "All right, are we ready? Alright, I'm gonna open the meeting of the Surfside Beach Town Council regular meeting. We are finally back home. We do have a little problem. I'm told the speakers are in backwards. I can hear you, can you hear me? So be patient. Some are not quite as loud-mouthed, I guess is one way to characterize the mayor. So, we will begin with the invocation by Jay Thornell, who is the pastor of the Grand Strand Church of Christ, followed by the invocation [sic]."

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Pastor Thornell gave the invocation. Mayor Samples led the Pledge of Allegiance.

Mr. Smith: "Mr. Mayor, I'd like to a..."

Mayor Samples: "Councilman Smith, if I could before you go on, I did want to recognize that we have Ms. Susan Chapman from Senator Lindsey Graham's office with us tonight. Susan, thank you for being here tonight. Thank you. Councilman Smith."

3. AGENDA APPROVAL.

Mr. Smith: "Mr. Mayor, I'd like to change the order of the agenda. I'd like to move Item G having to do with the, a, Surfside Sports Youth Association to the first item of business before Item A, and then I, I make a motion that we approve the agenda as amended."

Mayor Samples: "There's a motion."

Ms. Dodge: "Second."

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

All Members: "Aye."

Mayor Samples: "Opposed? So we did rearrange the just slightly. That moves us to the minutes approval for three past meetings. Can I get a motion, one, let's, let's approve them one at a time or change them otherwise."

4. MINUTES APPROVAL.

A. Special Meeting December 4, 2012

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

56 Ms. Dodge: "I would move that we approve the minutes for the December 4th, 2012 special
57 meeting."
58

59 Mayor Samples: "There's a motion."
60

61 Mr. Smith: "Second."
62

63 Mayor Samples: "There's a second. Any discussion? All in favor say aye."
64

65 All Members: "Aye."
66

67 Mayor Samples: "(***) yes. The minutes are adopted for December 4."
68

69 **B. Special Meeting December 14, 2012**
70

71 Ms. Dodge: "Mr. Mayor."
72

73 Mayor Samples: "Mrs. Dodge."
74

75 Ms. Dodge: "I would move that we accept the special meeting minutes of December 14th, 2012."
76

77 Mr. Smith: "Second."
78

79 Mayor Samples: "There's a motion. There's a second. Any discussion? All in favor say aye."
80

81 All Members: "Aye."
82

83 Mayor Samples: "The minutes are adopted. We've got one more."
84

85 **C. Regular Meeting January 8, 2013**
86

87 Ms. Dodge: "(*Laughter.*) Might as well do them all. Mr. Mayor."
88

89 Mayor Samples: "Mrs. Dodge."
90

91 Ms. Dodge: "I move that we accept the minutes of the January 8th, 2013 meeting, regular
92 meeting."
93

94 Mr. Smith: "Second."
95

96 Mayor Samples: "There is a motion. There is a second. Any discussion? Hearing none, all in
97 favor say aye."
98

99 All Members: "Aye."
100

101 Mayor Samples: "The minutes are adopted. We now move to our public comment period. Three
102 minutes on agenda items only. Please come forward, state your name, address, and again it's the three
103 minutes, agenda items only."
104

105 **5. PUBLIC COMMENTS – AGENDA ITEMS.**
106

107 Mayor Samples: "Going once, twice, three times. Moving right along, we're at the
108 communications section. First item of business is a, always a pleasure. We're gonna recognize tonight
109 Lynn Frick who is with our police department in dispatch function, I believe, for her five year service
110 award. Is Miss Lynn here? No. Arron, will you do the honors. Do we have anything to (**)? Yeah,
111 good. Thank you."

112
113 **6. COMMUNICATIONS.**
114

115 **A. Employee Recognition – Lynn Frick, 5-Year Service Award.**
116

117 Captain Miller: "Yes, sir, Mayor and Council. Ms. Frick was unable to attend tonight. She has
118 been with the department now for five years. She works as a communications officer. She's a very good
119 worker. A very hard worker, and has always been dedicated to the town and the department, and a, you
120 know, wish she could, could've been here tonight, but a, an honor to accept this for her."
121

122 Mayor Samples: "Okay, appreciate it. Give her our best."
123

124 Captain Miller: "Okay, I will." (*Applause.*)
125

126 Mayor Samples: "(**) Next item is department reports. Micki, I think you're gonna do the finance
127 department, okay."
128

129 **B. Department Reports**
130

131 **i. Finance.**
132

133 Ms. Fellner: "The finance depart, the, a, business license revenue for December 2012 is \$4,624,
134 down from the prior year's \$8,590. That's about \$4,000 main, mainly attributable to prior year new
135 construction homes in the, a, a Harbor Lights. Taxes, current real estate, personal property and vehicle
136 tax payments received from Horry County for December 2012 were \$939,659. Last year we received
137 \$926,182. Year to date collected are \$1,401, \$1,401,510, which is up from last year's \$1,280,130.
138 Hospitality and local accommodations taxes, hospitality and local accommodations taxes received in the
139 month of December were \$22,855 and \$3,068 respectively, which are down slightly from the prior year.
140 Year to date collections are relatively flat. Sanitation, in December 2012 the sanitation fund collected
141 approximately \$76,044 in service charges, which is down from last year's \$79,000, \$79,040, which is
142 mainly attributable to the elimination of the Caropines service. The year to date collections are \$588,367
143 compared to last year's \$556,093. And, finally, the finance department would like to welcome Vickie
144 Mattingly and Janice Hughes. Vickie is our new payroll clerk. She will be handling all of the functions of
145 payroll, as well as cross training to help in other areas of the finance department, and Janice is our new
146 business licensee inspector trainee, and that's all I have for the finance report."
147

148 Mayor Samples: "Thank you. Any questions for Ms. Fellner concerning finance? Just a general
149 question, a, overall are we ahead or behind last year?"
150

151 Ms. Fellner: "In..."
152

153 Mayor Samples: "Overall."
154

155 Ms. Fellner: "Overall?"
156

157 Mayor Samples: "I mean, I know, I'll, I'll make the statement. I note that property tax collections
158 are up. I note that sanitation revenues are up; that a-tax and hospitality tax are still relatively flat. We
159 really are waiting to see how business does this year."
160

161 Ms. Fellner: "Yes, sir."
162

163 Mayor Samples: "Just as a [sic] editorial comment. Okay. Thank you. Moving along, the
164 recreation department, Ms. Ellis."
165

166 *Clerk's Note: A copy of the written report is on file.*
167

168 **ii. Recreation.**

169
170 Ms. Ellis: "Good evening. You'll have to bear with me. I didn't have a meeting in December, so
171 we're gonna cover Christmas events, and I know everybody's done with Christmas. The tree lighting was
172 held on November the 29th. Seaside Elementary Chorus and Steve Fairchild from Low Country
173 Community Church provided music. Cupcakes, cookies and hot chocolate were served. The attendance
174 was estimated at 250. The Christmas parade was held on December the 8th. There were 81 entries in
175 the parade with over 50-percent of the entries having more than one vehicle. A feedback postcard was
176 mailed to all entries requesting their comments and suggestions on the new line up and new route.
177 Ninety-nine percent of the feedback was positive with rave reviews. With council's permissions, I would
178 like to keep this route for the future and continue with a float for council in the parade. Breakfast with
179 Santa was conducted at the Golden Egg this year. Fifty-four children participated with each child
180 receiving a free breakfast, a visit with Santa and a goodie bag. I received nothing but positive comments
181 on the event from participants and I was pleased with the event as was Evan at the Golden Egg. Plans
182 are already being made to conduct the event there this year. A meeting was held with Dennis Seman,
183 president of the Surfside Beach Youth Sports Association, who's here tonight. Plans for the upcoming
184 baseball and softball season are underway with registration planned for January the 29th through
185 February the 16th for ages 9 through 14. The fourth scoreboard has been installed at Martin Field by
186 Pruitt Electric, and all six organizations or groups that were currently using the Floral Clubhouse, I have
187 either rescheduled their meetings at the Civic Center or they've moved to a new location. And the only
188 upcoming event we have right now is the Seniors Dance on February the 9th from 7 to 10 p.m. at the Civic
189 Center and it is Valentine's Day dance, and that's it."

190
191 Mayor Samples: "Thank you. Any questions or comments for Ms. Ellis?"

192
193 Ms. Dodge: "Mr. Mayor."

194
195 Mayor Samples: "Mrs. Dodge."

196
197 Ms. Dodge: "I don't need to use the mic [sic,] do I? I like, I like the route that you chose. I
198 thought the parade went great."

199
200 Ms. Ellis: "Thank you."

201
202 Ms. Dodge: "I was proud to be in it. Thank you for what you do."

203
204 Ms. Ellis: "Thank you."

205
206 Mayor Samples: "Thank you. Any other comments, questions? Thank you, Debbie. Moving
207 along, we get to public works. A, Mr. Adair will report on that department. We've been wondering what
208 you've been doing. We don't see much going on. I say that facetiously."

209
210 *Clerk's Note: A copy of the written report is on file.*

211
212 **iii. Public Works.**

213
214 Mr. Adair: "Good evening, Mayor and Council, public. Under the sanitation division of note, two
215 businesses have reduced service days. Three accounts on the commercial end required extra pick-up
216 due to overflow. Two accounts, Charleston Café and Sophia's Ice Cream, have discontinued service due
217 to the businesses closing. Under e-waste, Creative Recycling Systems picked-up a second pick-up of
218 electronic waste from public works on November 28th for a total of 8,518 pounds of e-waste safely
219 disposed of from our drop off events. This is from our October drop off event. The cost to the town to
220 dispose of that material was \$1,140, of which this coming budget year we're gonna have to budget for e-
221 waste pick up, a couple thousand dollars. Under scrap metal, the town received a payment of \$351 from
222 Allen's Scrap Metals for materials collected in November and December. In November we collected 259
223 tons of solid waste, 28.63 of mixed debris, 94.46 of yard debris, and 41 tons of recyclables. In December,

224 we collected 247 tons of solid waste, 34 tons of mixed, 146 tons of yard debris, and about 30 tons of
225 recyclables. Under the streets and drainage division, ongoing special projects, our 50/50 ditch piping
226 program has been reactivated. Seven applications have been received. Estimates have been sent out to
227 the seven applicants advising them of what the charge would be, if they decided to participate. We have
228 not heard back from anyone yet, except for one person. He said that he thought it was too expensive.
229 An additional 54 sets of new blue street name signs have been installed throughout town. Crews have
230 completed the edging along Highway 17 Business and the Frontage Road. That is complete now and
231 we'll maintain that with our street sweeper, so we shouldn't have to do it in the same fashion for quite a
232 while. Crews assisted with the tree lighting ceremony on November 29th and the Christmas parade,
233 excuse me. Seven reports were sent to Santee Cooper identifying street lights that were not functioning.
234 The demolition and replacement of the 14th Avenue North beach walkover is in progress. It is being
235 replaced with a larger design with more seating capacity. Under our grounds division, improvements and
236 repairs are in progress to the irrigation system and landscaping around town hall and the council
237 buildings, and all the Christmas decorations have been removed throughout town. Under our fleet
238 maintenance division, from November 20th to January 15th our mechanics completed 82 repairs on town
239 vehicles and equipment and performed preventive maintenance on 61 other vehicles. Our facilities
240 division has been busy with the mold remediation and restoration of this building, and a, it was just about
241 completed today, about 4 o'clock this afternoon. Renovations and repairs are also being made in two
242 offices in town hall. On the pier, five bids were received for the installation of the ADA ramp and deck
243 expansion at the pier. Bids are being reviewed for adherence to specifications, and recommendations
244 are being brought to council. And, the pile wrap project has been completed by Cape Romain contractors
245 for the contract price of \$82,500. That's my report, if anybody's got any questions."

246
247 Mayor Samples: "Very good. Any questions or comments for Mr. Adair."

248
249 Ms. Dodge: "Mr. Mayor."

250
251 Mayor Samples: "Mrs. Dodge."

252
253 Ms. Dodge: "I want to commend Mr. Adair and his crew for the work on 17 in the median. It is
254 absolutely beautiful. Whoever designed it did a great job, and I thank you very much for the effort.
255 Please tell all of the people that they are appreciated."

256
257 Mr. Adair: "Thank you very much."

258
259 Mr. Smith: "Mr. Mayor."

260
261 Mayor Samples: "Mr. Smith."

262
263 Mr. Smith: "Mr. Adair, you spoke about the e-waste. You have, a, two drop offs, twice a year."

264
265 Mr. Adair: "That's correct."

266
267 Mr. Smith: "Okay. What do you do if somebody puts a TV out in front of their house? What's
268 your procedure?"

269
270 Mr. Adair: "Right now we're taking it to our yard. We don't want to leave any waste on the street,
271 but CRT monitors and computer related peripherals and things like that, hard drives are no longer
272 accepted. They're banned from the landfill, which is in our new sanitation ordinance. It's codified,
273 because it's state law now, a, so they have to be disposed of with what's called an R2/RIOS certified
274 recycler."

275
276 Mr. Smith: "Okay, I understand all that, but what I want to know is, after this ordinance is
277 passed..."

278
279 Mr. Adair: "Yes, sir."

280
281 Mr. Smith: "...somebody puts a TV out in front of their house, what are you gonna do? Leave it
282 or take it? Are you gonna knock on their door and say you gotta pick up your TV?"
283

284 Mr. Adair: "Well, we always attempt to get them to take it back in and save it for a drop off event.
285 But, if that fails, we will remove it."
286

287 Mr. Smith: "Okay, alright. Thank you."
288

289 Mayor Samples: "As background, that's certainly not, the e-waste is certainly not an issue that is
290 unique to, a, to the Town of Surfside Beach. It's something which has been discussed at the League of
291 Cities and around the state. The General Assembly is maybe looking at some options, but, but the truth
292 is it may turn out to be an unfunded mandate, and currently is, and it's something that a, a, we just have
293 to recognize and pick it up and get it out of town. The other problem would be actually is people, you
294 know there's certain dumping going on already in town, and, and that's an issue which, hopefully, we, we
295 as a council will tackle at some point in time. Not real soon. Our plate is pretty full as it is as we speak
296 and I know that members understand, understand that. I appreciate all the efforts that your guys have
297 made. The question that I would have is some of the edging on Surfside Drive, excuse me, on Business
298 17, it may turn out just by the nature of how long it's been there and it's grown up through some of the
299 cracks that a, a round-up or some kind of material, I mean I know you're thinking about it. I know you'll
300 deal with it with the street sweeper, and if that's effective, great. But on the other hand, there are certain
301 places that it may turn out we have to take something that will kill the actual vegetation, and I just want to
302 mention that to you, so I don't have to again. Thank you, John. I appreciate what you do for the town.
303 Any other questions or comments? Thank you."
304

305 Mr. Adair: "Thank you."
306

307 Mayor Samples: "It's, we move to the administrator's report, Micki."
308

309 *Clerk's Note: A copy of the written report is on file.*
310

311 C. Administrator's Report – Update on Current Events.
312

313 Ms. Fellner: "I have only two items tonight. The first is that the sign of the yard, a, the sign for the
314 yard of the month should be ready later this week and the letter of acknowledgement and congratulations
315 from the mayor has been prepared and the clerk is awaiting information from the Keep Surfside Beach
316 Beautiful committee regarding the name of the first recipient. There will also be a write-up, in, that will
317 appear in the next newsletter concerning that. The second thing that I wanted to mention is there's been
318 a recommendation from both the business committee and the historical board for the town to develop an
319 anniversary edition of a town commemorative piece in the form of a magazine. I have a short
320 PowerPoint, if council will bear with me, and, it's entitled creating a commemorative marketing tool for the
321 town's semi-centennial anniversary. First, why is an anniversary important? A big anniversary year is an
322 excellent opportunity to showcase a municipality and all it has to offer, and certainly, we have a lot to offer
323 here in Surfside Beach. Commemorative items are also important to memorialize important landmarks of
324 time and history. Why should we market our town? We believe we have a unique niche here, which
325 would be of great interest to tourists, the family beach. It will help our businesses and consequently
326 strengthen our town. If we don't market what our town has to offer, no one else will. The Myrtle Beach
327 Area Chamber of Commerce markets Myrtle Beach and the Grand Strand. Not Surfside Beach. So this
328 would be a good opportunity for us to get some good PR for Surfside itself. Why a magazine format? It
329 is a marketing vehicle that has proven to be effective in many cities and townships. The Myrtle Beach
330 Area Chamber of Commerce has found this concept such an effective tool that they continue to print
331 hundreds of thousands of hardcover view books for hotel units each year. It is also a marketing tool with
332 a distribution infrastructure that already exists. Something that the town's local hotels and local
333 businesses can make available to guests, prospective guests, and patrons. Something substantial that
334 people could take home with them. Why would it be of interest? It would be professionally written, and
335 specifically designed to capture and engage the interest of the reader. There would be something for all

336 ages, for example, I just included senior services, kids' page, recipes, word games, et cetera; just a
337 bunch of stuff that would make it engaging. It would include many insider stories with a local flavor;
338 things that most people don't know; interesting facts, snapshots and history. The content would be fresh
339 and up-beat. How would we fund it? We could use some accommodations tax revenue, and 5-percent
340 money from the Myrtle Beach Area Chamber of Commerce, and we could hire a company that specializes
341 in magazine production and advertising sales to produce a skillfully crafted, sophisticated piece, handle
342 space and advertising sales, and pursue local businesses to encourage their financial participation.
343 They're sort of the, they're businesses that do nothing but that in this area. Waccamaw certainly does it,
344 and I think, a, Southern, Southern Publishers also does it, I believe in this area. A, we are, why now?
345 We are about to commemorate our 50th anniversary, and this would be a natural time to celebrate stories
346 of our past and present stories of our past and present and to give the reader a vision of our future.
347 There's no time like the present. If not now, when? Who supports this idea? The historical board has
348 expressed support for this idea, and has asked that it be brought to council for consideration. The
349 business committee has also endorsed this idea and asked that it be brought to council for consideration,
350 and finally, I would like to recognize a long-time town resident who originally brought this idea to me way
351 back in the early fall. I'd like to invite Mr. P. L. Mabry to step forward and share a few words regarding his
352 personal experience with the success of a past commemorative town magazine."
353

354 Mr. Mabry: "I want to thank Council and the Mayor for allowing me to participate in this
355 presentation. The presentation is on the Surfside Beach Family Beach magazine. One that the tourists
356 could get an overview of what Surfside is all about. The little town that I came from in North Carolina,
357 Norbert, North Carolina, was a small farming community where the (**) river and the Pee Dee River come
358 together. (**) a big horse community, and you know how big horse events are, and they have a
359 magazine. I have an example here of what a little town (**) The town has less than 1,200 people that live
360 in the town. It doesn't have accommodations tax or hospitality tax, but it does have businesses that need
361 to be helped (**) information and (**) Within this magazine here is, a, information about the town, it's
362 growth, it's history, it's services, and the events that are held there. Looking through we have such a
363 thing here in Surfside Beach to help all the businesses, all the residents. We can also contract to put it on
364 line where you can click page by page to see it what is within the magazine and doesn't just chain it to the
365 hotel. You wouldn't be stealing one, because they just got through paying the accommodations tax to
366 spend the night here. Beach houses, it would help them also, and I can talk on and on about this, so you
367 cut me short here, but I just want you to understand this is a very important thing, I feel, for the town, for
368 the development of the town, for its history, to enlighten people as to what Surfside Beach has grown
369 from and what it is today. Thank you."

370
371 Mayor Samples: "Thank you, P. L., very much."
372

373 Ms. Fellner: "Council, staff recently met with the Myrtle Beach Area Chamber of Commerce and
374 they will be contacting us shortly regarding their option of how best to proceed and what level, if any, they
375 would be willing to participate. I would simply like a consensus of Council for staff to go forward with the
376 Chamber in discussions regarding design, copy, and advertising sales with suitable vendors providing
377 these specialized services. Pricing would, of course, be brought back to council prior to the acceptance
378 of any proposal or offer. And a, hopefully, we would have enough time to bring a real number forward to
379 be considered at the budget retreat. A, Mr. Mayor, may I have a consensus of Council of whether or not
380 to proceed?"
381

382 Mayor Samples: "Any, any questions, first? I think it's long overdue. We do have a special
383 niche. We're not the high rise tourist. We're not a resort. We're a tourist town, a beach town, so I'm in
384 favor of it and obviously the committees are. (**) Everybody in agreement?"
385

386 Unknown Speaker: "Good idea."
387

388 Mr. Johnson: "Yes."
389

390 Ms. Kohlmann: "Yes."
391

392 Mayor Samples: "Yes, very good. It'd be even a better idea if we can get more help from the
393 Chamber. Thank you."
394

395 Ms. Fellner: "Thank you, Mr. Mayor. That's all I have."
396

397 Mayor Samples: "Alright, we're moving along to our business section, and we amended the
398 agenda to bring the Youth Sports, Surfside Sports Youth Association, Inc., and I believe that Attorney Ken
399 Moss and President Seman are here concerning that matter, and I would be neglect if I, I didn't say right
400 up front that I talked with a, a, Mr. Seman yesterday about a minor change that I think would be in the
401 best interest of the town. So go ahead, Mr. Moss. Thank you."
402

403 **7. BUSINESS.**

404 **G. Surfside Sports Youth Association, Inc., Attorney Moss and President Seman.**
405 (Discussion order changed by approved motion to amend agenda, see Item 3 above.)
406

407
408 Mr. Moss: "Thank you, Mr. Mayor, and members of Council. If you recall, (**) before you in
409 December with a draft contract between the Youth Sports Association and the town. At that time there
410 was a request, I think from Councilman Smith, that we add some language in the dispute resolution
411 section about the required component of mediation, which I have added into this draft that is before you
412 tonight. I have not received any other requests for amendments to the contract, although I do understand
413 as a result of what you just said there may be something I haven't seen. This is in a form that I believe,
414 subject to whatever changes that the Mayor just mentioned is ready to be executed and complies with the
415 town's wishes. Mr. Seman has also looked it over, and a, discussed it amongst his group, I understand.
416 He and I met last week and he believes it was in a form ready for execution as of our meeting last week.
417 I'm happy to make any changes that need to be made or that's in the file so that it can be made. Also,
418 the a, the bylaws, Mr. Seman brought to me some changes last week that we added to the bylaws, and
419 he is prepared as the incorporator to sign the bylaws and to appoint these directors, if there were no
420 questions or concerns or request provisions by the council."
421

422 Mayor Samples: "Thank you. Excuse me, a, with respect to the bylaws, was there a concern
423 that we needed to perhaps discuss not in session, or has that been resolved? It merely has to do with the
424 background check of, of someone to be appointed, correct?"
425

426 Ms. Fellner: "And that background check has not been..."
427

428 Mayor Samples: "Completed."
429

430 Ms. Fellner: "...completed."
431

432 Mayor Samples: "My understanding is, is, is that a, and I don't speak for council, but I'm, my
433 understanding is from the members that I've talked with, with the exception of a couple of changes that
434 we will discuss, the, the documents which are in fact the incorporator's documents, and they're not the
435 town's documents, we just want to insure that their board members all have an adequate background
436 check to make sure that Surfside Youth Sports is run by good people, and, and that's the only point of
437 that. Other, we don't have any comments, I don't think, with respect to the bylaws or a, anything else. I
438 don't, and if anyone does, speak now or forever hold your peace."
439

440 Ms. Dodge: "Mr. Mayor."
441

442 Mayor Samples: "Ms. Dodge."
443

444 Ms. Dodge: "I just have a question. Page 4 at the bottom."
445

446 Mayor Samples: "Which document are we talking about?"
447

448 Ms. Dodge: "This one, the booster club agreement."
449

450 Mayor Samples: "Okay, now the agreement, we do have, we are gonna talk the agreement
451 between the town. Let me be clear. There are some comments and changes, minor, that we wish to
452 discuss concerning the agreement. But all the other stuff, okay, that's the booster club's. So, if there's no
453 [sic] comments concerning the bylaws, et cetera, now I will entertain questions, comments related to the
454 agreement between the town and the booster club. Ms. Dodge."
455

456 Ms. Dodge: "Martin Field, it's noted in there, it is one of the playing fields, but would the booster
457 club be in charge of scheduling that field?"
458

459 Mayor Samples: "I think that Ms. Kohlmann has a motion that she probably will address, but that
460 is a concern of mine, also, frankly the way it was written."
461

462 Ms. Kohlmann: "Mr. Mayor."
463

464 Mayor Samples: "Ms. Kohlmann."
465

466 Ms. Kohlmann: "I'd like to a, well, I'd like to see if anybody else had any changes before I made a
467 motion to adopt with my amendment."
468

469 Mayor Samples: "Yeah, any other issues that a anybody might have? Mr. Smith?"
470

471 Mr. Smith: "No."
472

473 Mayor Samples: "Ms. Mabry, Mr. Stevens, Mr. Johnson?"
474

475 Mr. Johnson: "No."
476

477 Mayor Samples: "Ms. Kohlmann."
478

479 Ms. Kohlmann: "I would make a motion to adopt the Athletic Booster Club Agreement with the
480 following amendment [sic,] and there are three of them. The smallest one being page 3 of 12, item 3.5,
481 item c, at the very end of that sentence to delete the words or the child's buddy. On page 5 of 12, which
482 is item 4.4, at the end of the paragraph, you want me to read the paragraph or just do my amendment
483 stuff?"
484

485 Mayor Samples: "What page again?"
486

487 Ms. Kohlmann: "Page 5 of 12."
488

489 Mayor Samples: "Page 5 or 12."
490

491 Ms. Kohlmann: "Item 4.4."
492

493 Mayor Samples: "4.4, first paragraph up there"
494

495 Ms. Kohlmann: "I'd like to add at the end of the, of the paragraph after the word facilities with the
496 exception of Martin Field where the town retains the right to schedule and operate events with 30-days
497 notice of such events."
498

499 Mayor Samples: "(** the Surfside Beach Youth Booster Club, okay."
500

501 Ms. Kohlmann: "Page 9 of 12, item 8, delete the last sentence as and approved by town
502 attorney."
503

504 Mr. Moss: "I'm sorry, would you clarify that paragraph for me?"
505
506 Ms. Kohlmann: "It's page 9 of 12, item 8."
507
508 Mayor Samples: "Read the whole sentence so it'll put it in context."
509
510 Ms. Kohlmann: "Unless otherwise agreed between town and SBYSA, and the town's attorney, so
511 the motion would be to remove and the town's attorney."
512
513 Mayor Samples: "Does (**) understand? You got it now. You see it. Alright, there's a motion on
514 the floor."
515
516 Mr. Stevens: "Second."
517
518 Mayor Samples: "There is a second. Any discussion? All in favor say aye."
519
520 All Members: "Aye."
521
522 Mayor Samples: "Opposed? Hearing none, the amendment document is adopted."
523
524 Mr. Moss: "Okay, well, as drafted the administrator would be the person to sign the document
525 once the bylaws have been signed, so there would need to be some direction from the Council to the
526 administrator to execute it as amended."
527
528 Mayor Samples: "Very good, a, is there consensus to direct the administrator to sign the
529 agreement as amended in order to execute it?"
530
531 Mr. Smith: "Yes."
532
533 Unknown Speakers: "Yes."
534
535 Mayor Samples: "You have your direction. Thank you. I think, Debbie, you need to be excused
536 tonight, don't you. You have a, a birthday. Thank you. Okay, the next item is the second reading
537 Ordinance #12-0734 to amend 7-12 Sanitation Service Charges and to add Section 7-37, subparagraph
538 (g) Electronic Waste Prohibition. This is second reading, a, John do you want to just briefly bring us up to
539 speed?"
540
541 **A. Second Reading Ordinance #12-0734 to amend §7-12 Sanitation Service Charges and to**
542 **add §7-37(g) Electronic Waste Prohibition, Public Works Director Adair.**
543
544 Mr. Adair: "Well, I think, excuse me, I believe at first reading it was pretty much agreed that the a,
545 the service charges as proposed would go through. I believe there was an addition submitted by Mr.
546 Stevens pertaining to expanding the geographical area of the winter roll out service to be the same as the
547 summer roll out service, and to allow an opt out provision, and that's where we are for second reading."
548
549 Mayor Samples: "Alright, thank you. Is there a motion?"
550
551 Mr. Smith: "Mr. Mayor."
552
553 Mayor Samples: "Mr. Smith."
554
555 Mr. Smith: "I move we adopt second reading of Ordinance Number 12-0734."
556
557 Mayor Samples: "There is a motion."
558
559 Ms. Mabry: "Mr. Mayor."

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Mayor Samples: "Pardon me."

Ms. Mabry: "I'd like to amend the motion."

Mayor Samples: "Well, there's no motion until there's a second, okay. We have a motion."

Mr. Stevens: "You need a second? I second."

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

Ms. Mabry: "Alright, we're just in discussion, I..."

Mayor Samples: "You can amend during the discussion."

Ms. Mabry: "Well, okay, I'd like to amend it to say winter rental, winter roll out curb service mandatory, I'd like to include the word mandatory again, and leave the R-3 and R, C-3 district intact. The reason is I have talked to Mr. Adair several times and we're concerned that if you opt out, so what happens is you come down on a Friday and you leave a on a Sunday, you've opted out. You could have rotting trash sitting in that for three months. There's absolutely no way to go in there unless you have somebody going in checking trash cans, and you certainly if you've opt out we're not gonna check your trash can. So, there is a possibility and although maybe four or five only opt out, it only takes one trash can, so therefore, I'd like to use the word mandatory. Again, it's just the way it's always been, and that's a health issue is where I can see it."

Mayor Samples: "There's a motion on the, motion to amend, is there a second?"

Mr. Johnson: "Second."

Mayor Samples: "Discussion of the motion to amend. Mr. Johnson."

Mr. Johnson: "I would like to a, well, there's a motion on the floor, so I can't make another motion. I would just like to suspend the rules to get some comments from Mr. Adair."

Mayor Samples: "You have some questions?"

Mr. Johnson: "Yes."

Mayor Samples: "Mr. Adair, Mr. Johnson has some questions."

Mr. Johnson: "In discussion, what is, the last time we met, you recommended the mandatory roll out, is that correct, or the opt out?"

Mr. Adair: "My recommendation, I actually support expanding the area to the whole R-3, because it's only another block on the south side and a little bit in the C-3 district, but it's certainly doable by, with our manpower. Excuse me, a, I really don't support the opt out provision, because typically when we do hear from these people about a can that's unsanitary or attracting rodents or smells and smelling the whole block up, we hear from the neighbors. We don't find it ourselves. It's not, the raccoons have gotten into yet, it's, it creating a problem in the community, you know, and quality of life is important. Health and sanitation is important, and of course, there's always the varmints who can get in there, but with an opt out provision, we're not gonna go and check the can. There's no reason for us to go up the driveway under the house and check the can, if the person has opted out of the program, and you know, my, my concern is that, you know, we'll have more complaints and perhaps unsanitary conditions than is necessary, you know, for a, a, rental business to provide for us."

Mayor Samples: "Thank you."

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671

Mr. Johnson: "Thanks."

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

Ms. Dodge: "John, have you had problems like this before with people putting garbage in a can and it sits there for a while?"

Mr. Adair: "Oh, certainly, every year. We a, that's how we typically hear from the neighbors first when the smell gets to the whole block, permeates the area, and then we have to go and we have, if they've a, said that they're not a rental, sometimes we find out they are a rental, and if a, you know, it's, it's generally how it happens."

Mayor Samples: "Any other, a, discussion, with respect to the motion to amend?"

Ms. Kohlmann: "Mr. Mayor."

Mayor Samples: "Ms. Kohlmann."

Ms. Kohlmann: "You said this was mandatory before, right?"

Mr. Adair: "Yes, unless you had an exemption, yes."

Ms. Kohlmann: "So if it was mandatory before, and you had the problem, why is it gonna be fixed now, because you're saying it was mandatory before, and you got complaints of smelly garbage, so it didn't really, it's gonna happen. I mean there's residents that live here year round that it happens to, but I think it's a very small percentage of, of people that do it."

Mr. Adair: "In terms of a percentage, it is small, but it will, it will certainly increase the complaints, if you allow people to opt out. I mean rather than decrease."

Mayor Samples: "Alright, a, all in favor of the amended, of the amendment say aye."

Unknown Speakers: "Aye."

Mayor Samples: "Opposed, say no."

Unknown Speakers: "No."

Mayor Samples: "The amendment is defeated."

Ms. Herrmann: "Mr. Mayor, I need a ..."

Mayor Samples: "Johnson, Samples, and Mabry supported the amendment. The remainder did not. A, back to the primary motion."

Mr. Stevens: "Mr. Mayor."

Mayor Samples: "Mr. Stevens."

Mr. Stevens: "I would like to add an amendment to the amendment that I made last meeting."

Mayor Samples: "Well, let me stop you right there. The, the, the, there is no amendment from last meeting. What there is tonight is, is a document to..."

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Mr. Stevens: "I'd like to..."

Mayor Samples: "...there's a motion on the floor. There's a motion on the floor to adopt the document as written tonight. So, if you wish to make an amendment..."

Mr. Stevens: "I'd like to make amendment to the document."

Mayor Samples: "Go ahead and make your motion to amend."

Mr. Stevens: "Okay, the amendment is real simple, and I, it, it would be inserted be, a, in between paragraphs, let's see, one, two, three, four, under a, person opting out and winter rates. It says choose to opt out..."

Mayor Samples: "What page? Excuse me, what page is that?"

Mr. Stevens: "That would be page 2, be the one, two, three, four, after the fourth paragraph."

Mayor Samples: "In section..."

Mr. Stevens: "Section (b.)"

Mayor Samples: "(b) I hope you have the right one, okay, very good. Thank you. Okay. Very good."

Mr. Stevens: "Okay. The amendment is simple. It says if wastes or garbage becomes a health or safety issue for a person or a property that has opted out of the winter roll out service, the Surfside Beach public works department can reinstate the winter roll out service fee of \$12 without notifying the person or property who chooses to opt out. That's my amendment."

Mayor Samples: "That's the motion."

Mr. Smith: "Second."

Mayor Samples: "There is a second. Any discussion? Any comment by Mr. Adair?"

Ms. Herrmann: "Mr. Mayor."

Mayor Samples: "Yes, ma'am."

Ms. Herrmann: "(***) this language is basically in the ordinance already."

Mr. Smith: "Mr. Mayor."

Ms. Herrmann: "Paragraph, I'm sorry Mr. Smith, go ahead."

Mr. Smith: "The difference is this, a, in the current document it talks about if you don't roll your cart back, and in this paragraph is talks about if the garbage is smelly or visible."

Mayor Samples: "Thank you. I don't ordinarily do this, but I think this is important enough. What do you think?"

Mr. Adair: "Well, I could be okay with it. I think it's just a simple matter of semantics. I think if there was language in that very same paragraph which alluded to the discretion of who decides when it is a health and safety issue, because I can come in there and say you have a health and safety issue, and the homeowner tells me no, I do not, then who's right? And so, if there was something in there at the

728 discretion of the sanitation supervisor or the public works department, it would take away that
729 subjectiveness [sic.]
730

731 Mr. Smith: "Would you like it in that very paragraph?"
732

733 Mr. Adair: "Well, or you, you could just combine the two paragraphs into one paragraph. If a cart
734 or a person or property has opted out of winter roll out service, it's rolled out to the street and fails to
735 remove the cart or the place is unsanitary or in violation of health conditions, I mean or something along
736 that line, you just incorporate it in at the discretion of..."
737

738 Mayor Samples: "If, if, if people don't object, we're gonna take a 5-minute recess here. Let's
739 work this language out, okay."
740

741 *Clerk's Note: Mayor Samples called recess at 7:19 p.m. Call to order was at 7:23 p.m.*
742

743 **Recording failed. The following portion of the meeting minutes were written from the**
744 **clerk's notes and** is printed in this typeface.
745

746 Mr. Stevens withdrew his motion to amend. Mr. Smith withdrew his second.
747

748 Mr. Smith moved to amend page two, section (b) paragraph 4, by inserting after the word
749 "street" on the third line "or if waste or garbage becomes a health or safety hazard," and after the
750 word "out" on the last line, adding "this action shall be at the discretion of the public works director
751 or his designee." Mr. Stevens seconded. All voted in favor of motion to amend. **MOTION TO**
752 **AMEND CARRIED.**
753

754 Mayor Samples called for a vote on the primary motion as amended. All members voted in
755 favor. **MOTION CARRIED as AMENDED.** Ms. Herrmann asked whether council wished the
756 original document to be reprinted for signature. Several members responded yes.
757

758 **B. First Reading Ordinance #12-0725 to amend §6-27 Trustees of the Firemen's Insurance &**
759 **Inspection Fund, Administrator Fellner.**
760

761 Ms. Fellner presented the ordinance explaining that allowing the mayor pro tempore to be the
762 third trustee would insure that every two years another person would be acting as trustee and would
763 give "a new set of eyes" on the report. The fireman's fund stipulates how the monies may be used,
764 and the trustee's role is to document that funds were spent appropriately.
765

766 Mr. Johnson moved to adopt first reading of Ordinance Number 12-0725. Ms. Mabry
767 seconded.
768

769 Mayor Samples said that this ordinance was presented because during his tenure of 10-plus
770 years on council, he never remembered the council appointing a member as trustee, so the ordinance
771 either needed to be amended or followed.
772

773 Ms. Kohlmann was concerned that the trustees would not change. Ms. Fellner said the mayor
774 pro tempore position is elected every time there is a town election, so every two years there would be
775 a different mayor pro tempore.
776

777 Mayor Samples, Mayor Pro Tem Mabry, and Councilmembers Johnson and Kohlmann voted
778 in favor. Councilmembers Dodge, Smith, and Stevens voted against. **MOTION CARRIED.**
779

780 C. First Reading Ordinance #13-0736 Laser Pointing Devices (per consensus at 01/08/13
781 meeting) Councilmember Dodge.
782

783 Ms. Dodge presented the ordinance explaining that it is the same ordinance adopted by Horry
784 County. There was another incident of a green laser hitting an aircraft at the airport this past week.
785 She believed it was important for the town to adopt the ordinance, because it is a safety issue.
786

787 Ms. Dodged moved to adopt first reading of Ordinance #13-0736. Mr. Stevens seconded.
788

789 Mr. Johnson asked for clarification if this was the same ordinance adopted by Horry County.
790 Ms. Dodge said it was, and also by the City of Myrtle Beach. Ms. Fellner said Myrtle Beach City
791 Manager Leath told her there were some changes that would be made prior to adoption by its council
792 and those changes would be available tomorrow. She would present those changes to council.
793

794 Ms. Kohlmann thanked Ms. Dodge for bringing this forward and agreed that this is
795 important for the town.
796

797 Mayor Samples also thanked Ms. Dodge, and called for the vote. All members voted in favor.
798 MOTION CARRIED.
799

800 D. First Reading Ordinance #13-0737, repeal Appendix A, Article V, Beach Services,
801 Divisions 1, 2, 3, 4, and 5, and Adopt Appendix A, Article V, Division 1, Beach Services .
802

803 Ms. Fellner presented the ordinance to Town Council.
804

805 Mr. Stevens moved to suspend the rules to allow discussion. Mr. Johnson seconded. All
806 members voted in favor. MOTION CARRIED.
807

808 Mr. Stevens said he worked as a lifeguard and his wife sold lemonade from a cart. He
809 believed Beach Services, Ltd. had enjoyed a free ride for the past eight years, because they do not pay
810 a franchise fee like other franchisees, which "shorts the town." He believed the service should be
811 paying some type of fee saying that the company operates in Garden City and pays the county a fee,
812 but is free in town.
813

814 Ms. Dodge appreciated the work done Mr. Bigham had done for the town. She said there was
815 no way to know what the thought process was when the original contract was made. She believed
816 that originally a franchise fee was paid, but it was stopped. She believes some fee should be paid to
817 the town, but did not know how much, and she was sure council could decide something.
818

819 Ms. Kohlmann said time was of the essence.
820

821 **Verbatim transcription from tape recording from this point forward.**
822

823 Ms. Kohlmann: "...the season is coming upon us and I would hate to see us defer this and defer
824 it, and then we're gonna be really cut short, but it's very imperative that look at; there's a lot of wording in
825 here that I think needs to be looked at, a, dates, there's a little, for me I don't know, there's two different
826 (**) being on page 2, where they have the language is really off about the coverage, a, in the
827 summertime, and I have a huge problem with cell phone use by lifeguards. If they need to, to a, it
828 shouldn't be used, period. People are addicted to them. If they want help, they have radios. But those
829 just being the small things. So with that, I would like to ask you to call a special meeting on this as soon

830 as possible so we can discuss this contract, sift through this contract so that we're not, not left short in the
831 summertime, and we could hit on all these points, including the franchise fee."
832

833 Mayor Samples: "Well, and, and, well, we're, we're still in, the rules are suspended, so we're still
834 in, in discussion under, under the suspension of rules, and, and I do want to answer, a, one of the
835 questions that was raised, since I was on town council. When the town council agreed to waive what then
836 was a \$14,000 fee that is paid to the town, a, we in return got an additional life guard, okay, and I respect
837 what the folks are doing in Myrtle Beach, North Myrtle Beach. The fact of the matter is, is that they have
838 high rises on their waterfront that have a lot more people coming in, with bigger businesses. I have no
839 doubt that the franchise fee that they're paying is relatively modest, because public, the purpose of the life
840 guard service, first and foremost, is public safety. Now the current provider, as background, I think
841 everybody knows, but if you don't know, a, a, the current provider also provides the service in Garden
842 City, where they do have high rises, and that's frankly where he makes his money, I am told. That's what
843 we were told then, and a council that sat in the same position as we sit, I don't believe they gave away
844 the farm. I don't believe that they were acting irresponsibly. When they put safety, public safety, and the
845 addition of a life guard on our two mile beachfront. And I appreciate a comment that was made by one of
846 the council people up here who said they don't know what the right number would be in terms of that
847 franchise fee, because I don't know how we would know. It may be one thing to be a life guard. It may
848 be one thing to push the cart that sells the lemonade. It is a different operation to annually insure that we
849 have trained lifeguards down there that are providing the service. In the past, town council thought about,
850 and I'll say this facetiously, for about a half a minute about bringing the operation in-house and making it
851 part of the public safety at that time. I am more than happy to call a special meeting, if that is the majority
852 view to discuss this in what I believe is an appropriate setting, executive session. We are talking about
853 contractual matters. We, we're at the end of January, and I can assure you we want life guards on the
854 beach soon, and I will just say this, this document, Micki do you happen to remember when this document
855 first went out to council? It seems to me that it was back before Thanksgiving."
856

857 Ms. Fellner: "It was a long time ago, and everybody, I mean, the ordinance has always been out
858 there for them, for council to read. I just did want a say one thing, it's not like they're not paying us
859 anything. We derive business, business license fees from them, and in addition, they pay hospitality,
860 which is not, which is not really that small. So, I just wanted council to know that it's not like they're
861 paying us nothing."
862

863 Ms. Kohlmann: "Mr. Mayor."

864 Mayor Samples: "Ms. Kohlmann."
865

866 Ms. Kohlmann: "I know that I received this document a while back with everything else that we've
867 been receiving and are working very hard on. However, this, much like the sanitation one, I find to be not,
868 when you give it to us, and it's presented the way it is, I would like a little footnote added to it that this was
869 changed in 2004 and this franchise fee was taken out in 2004, cause when I'm reading it at home, now
870 being present in council, I'm saying why (***) about the franchise fee, but when I go back and it takes a lot
871 of research to find this stuff, it was done already in 2004, which shouldn't even be in here for me to be
872 looking at. It shouldn't even be an issue now, if it was already taken out, take it out, and I'm finding that
873 with a lot of these things, and it's making it harder I think, and it creates a lot of confusion when it really
874 doesn't be included. We're all trying to do the right thing altogether."
875

876 Mayor Samples: "Thank you."
877

878 Ms. Mabry: "Mr. Mayor."
879

880 Mayor Samples: "Ms. Mabry."
881

882 Ms. Mabry: "Can I have just a small comment. During that period of time that the franchise fee
883 was removed, if I remember correctly, that was about the time that his insurance had doubled, also, and
884 there was some, there was [sic] some concerns about that, and also our local life guards, you know, used
885

886 to every teenage boy in the world wanted to be a life guard. Now that's not the case anymore. Most of
887 our life guards are actually shipped in from overseas. We don't have the local talent that want [sic] to do
888 it. The pay's not that great, and nobody wants to sign up to be the life guard. You know, in the 60s that
889 might have been the thing, but in 2013 it's not gonna be. You know getting the talent to be a life guard is
890 also a big problem, and I do remember when the franchise fee was dropped. I have the advantage, of
891 course, of asking my husband, all the others, too. But, there were several reasons that that particular
892 franchise fee was dropped. It was to keep the service in town so that Surfside Beach would not have to
893 go in house, because nobody wants that liability."
894

895 Mayor Samples: "Alright, if there're no other comments, we'll go back in under the rules."
896

897 Ms. Kohlmann: "Mr. Mayor, I ask that you hold a special election in reference to..."
898

899 Mayor Samples: "Special meeting."
900

901 Ms. Kohlmann: "A special meeting, I'm sorry, a special meeting in reference to the beach service
902 agreement."
903

904 Mayor Samples: "I appreciate that. Is that the consensus?"
905

906 Unknown Speakers: "Yes."
907

908 Mayor Samples: "Alright, we will do so, would next Tuesday night be too late?"
909

910 Unknown Speaker: "No."
911

912 Mayor Samples: "Okay, make arrangements to have the franchisee in with us and we will be
913 talking with him. Okay. We're good. K-9 unit decision paper, Interim Police Chief Keziah who is not
914 here, so I presume that a ..."
915

916 Ms. Fellner: "It's me again."
917

918 Mayor Samples: "It's Micki again."
919

920 **E. K-9 Unit Decision Paper, Interim Police Chief Keziah.**
921

922 Ms. Fellner: "Sorry. The a, the K-9 Unit decision paper is requesting permission to authorize the
923 reinstatement of the Surfside Beach Police Department K-9 Unit. The K-9 would be a donation from a
924 current police employee. The dog is a 7-year old retired US Customs German Shepherd named Dolfy.
925 He is trained in tracking and narcotics, and would only be used for those circumstances. He is certified in
926 good health from the veterinarian, and he also has training records from the US Border Patrol and the
927 Andrews Police Department. In addition, North Myrtle Beach Public Safety has a kennel unit for a Ford
928 Crown Victoria that they no longer use and will donate to us for deployment in one of current police patrol
929 cars at no charge. Also, Horry County Police and North Myrtle Beach Public Safety each have certified
930 canine instructors on staff and both have agreed to train the dog and handler to current, up to current
931 state guidelines at no cost to the town. Yearly supplies for food, training materials, veterinary care, food
932 and miscellaneous expenses are estimated to be \$1,500 approximately, which could be funded from our
933 existing narcotics seized forfeiture fund, which would be at no cost to the taxpayers, and the rationale for
934 reinstating the unit is that over the last year our officers have observed an increase in the number of drug
935 violations, along with an increase in the amount and types of drug, different drugs encountered with a ban
936 on bath salts and other related synthetic drugs it only seems like an ongoing battle to stop the illegal drug
937 use and possession. As stated earlier, drug dependency has increased property and victim crime
938 nationwide and the addition of this asset to our police department is a step in the right direction to
939 continue with providing the citizens and visitor of Surfside Beach a safer place to live and visit. Staff
940 therefore recommends that council approve the reinstatement of the Surfside Beach Police Department
941 K-9 Unit."

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Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

Ms. Dodge: "I'm a sucker for German Shepherds. I have a German Shepherd grand dog, and I think it would be an excellent addition to our police department."

Mayor Samples: "Do you want to express that in the form of a motion?"

Mr. Johnson: "Mr. Mayor."

Mayor Samples: "Mr. Johnson."

Mr. Johnson: "I, I have a, just a couple of questions."

Mayor Samples: "Alright."

Mr. Johnson: "Where will the how, or the dog be housed? At the officer's home?"

Ms. Fellner: "He will stay with the officer, is that correct?"

Mr. Johnson: "And at one time, we did have a K-9 dog, and what was the reason for..."

Ms. Fellner: "And Arron actually knows the history. I'd like him to come up and address that."

Mr. Johnson: "Okay."

Captain Miller: "As you say, we did have a K-9 program previously that was assigned to an officer and under former director Andy Christenson. During that time the officer was expressing some interest in not handling the K-9 any longer. We started looking in-house and were having issues coming up with an officer who was eager to take on that responsibility. Also, kind of at that same time the 15th Judicial Circuit Drug Enforcement Unit, which was fairly new, had need for a K-9 for that unit. They were more or less grant funded at the time and just did not have the funding for it, and being a participating member of that unit, Director Christenson brought it before council, and I believe, received a, a consensus to donate it to the drug enforcement unit."

Mr. Johnson: "Okay. Thank you. I, I knew there was something similar to that or whatever. I thought that was the reason. I wasn't sure."

Mayor Samples: "Thank you."

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

Ms. Dodge: "I would like a, like to make a motion that we accept the K-9 Unit and that entails."

Mayor Samples: "There's a motion."

Mr. Stevens: "I second."

Mayor Samples: "There's a second, any discussion? All in favor say aye."

All Members: "Aye."

998 Mayor Samples: "Opposed? The motion is adopted. Alright, pier bid award."
999

1000 **F. Pier Bid Award, Administrator Fellner**

1001
1002 Ms. Fellner: "I'm afraid it's me again."
1003

1004 Mayor Samples: "There you go."
1005

1006 Ms. Fellner: "A bid opening for the pier ADA ramp and deck expansion was held on January 11th,
1007 2013 at 10 a.m. We had four bids for items 1 through 5, which were as follows: L. and J. Construction,
1008 Limited Liability Company from Conway, \$130,666.95; Consensus Construction & Consulting from Myrtle
1009 Beach, \$139,544; F. E. Baiden & Associates from Myrtle Beach, \$107 thousand and nine, \$107,953;
1010 Sellers General Construction from Conway, \$111 thousand, \$111,886, and Henleys Construction from
1011 Cheraw, \$137,550. References for the low bidder were checked and the low bidder was F. E. Baiden &
1012 Associates at \$107 thousand, \$107,953. The references were checked and for both the bidder and the
1013 bidder's subcontractor, because he has a subcontractor listed to Thompkins to drive the piles. They were
1014 checked and found to be good. Licenses for the low bidders were checked for any irregularities with
1015 regard to local and state procurement procedures and none were found. The engineer reviewed the
1016 specifications in the bid presented by the low bidder and found everything to be acceptable. Since this is
1017 an unbudgeted expenditure, though, I would need permission of the council to award the bid to the lower
1018 bidder F. E. Baiden & Associates for all items 1 through 5. The rationale to include all items quoted is
1019 that the expenditure is much less than anticipated and would be more costly to do in a piece meal
1020 fashion. In addition, according to the latest figures the treasurer provided, we currently have \$170,500
1021 available in the enterprise fund, even after the payment of the \$163,000 is made to the general fund.
1022 Therefore, if we awarded the project to the low bidder for the \$107,953 for all items 1 through 5, we would
1023 still have a balance of \$62,547 in the enterprise fund, for the pier enterprise fund, excuse me."
1024

1025 Mr. Stevens: "Mr. Mayor."
1026

1027 Mayor Samples: "Mr. Stevens."
1028

1029 Mr. Stevens: "Are these figures (**)"
1030

1031 Ms. Fellner: "These are the last figures I have from the treasurer."
1032

1033 Mr. Stevens: "Okay. So we don't..."
1034

1035 Ms. Fellner: "This is af [sic,] this is after the pier wrap project has come out. This is after the
1036 Handco, we finished paying off the Handco."
1037

1038 Mr. Stevens: "You don't expect any additional costs?"
1039

1040 Mayor Samples: "You're talking about, are you, let me clarify, because I think Micki was
1041 answering the, you were answering the question are the fund balances firm."
1042

1043 Ms. Fellner: "Correct."
1044

1045 Mayor Samples: "Is that the question you're asking?"
1046

1047 Mr. Stevens: "Is the bid? Is it firm?"
1048

1049 Ms. Fellner: "Oh, I'm sorry. Yes, it is, but a bid is, there can always be change orders to the bid,
1050 because things can happen."
1051

1052 Mayor Samples: "It's unit priced based, isn't it?"
1053

1054 Ms. Fellner: "It is. Yes, sir."
1055
1056 Mayor Samples: "And, and so consequently what all bidders bid on the same package, but
1057 because we're talking about materials, and we spec, we spec, that is we told them the number of units."
1058
1059 Ms. Fellner: "The engineer did, yes."
1060
1061 Mayor Samples: "The engineer told them the number of units. Let's hope the engineer was right
1062 on target. I mean that's the real world."
1063
1064 Mr. Stevens: "Mr. Mayor."
1065
1066 Mayor Samples: "Mr. Stevens."
1067
1068 Mr. Stevens: "Alright, a, I do know F. E. Baiden & Associates. They are a very legitimate and
1069 very well thought of company. They've done a lot of work. I am familiar with the work they did at Sands
1070 Ocean Club, and some of the other places. I saw the work they do. They do good work. So, I have no
1071 problem with that. I would definitely support them."
1072
1073 Mr. Smith: "Mr. Mayor."
1074
1075 Mayor Samples: "Councilman Stevens, a, a, Smith, excuse me."
1076
1077 Mr. Smith: "Ms. Fellner, just help me out on item 5. I can't remember what that is. Relocate
1078 entry gate."
1079
1080 Ms. Fellner: "Let me get my..."
1081
1082 Mayor Samples: "It is."
1083
1084 Mr. Smith: "The south gate. Replace south gate is what."
1085
1086 Ms. Fellner: "Relocate entry gate at pier entry and replace south gate. (**)"
1087
1088 Mr. Smith: "(**) south gate."
1089
1090 Ms. Fellner: "The south gate is the one, (**)"
1091
1092 Mr. Smith: "I only know of one gate going onto the pier."
1093
1094 Ms. Fellner: "Right, but, a..."
1095
1096 Mayor Samples: "But with the pier, with the..."
1097
1098 Ms. Fellner: "I think this is the entry gate to go into the Pier Outfitters, because it goes through
1099 the building now, and then they have to replace the gate. But it's not on the south side. You're right. It's,
1100 it's currently on the south side, but it would be moved to the north side, because they're gonna have to
1101 put it sort of on an angle on the other side. (** *two speaking at once.*)"
1102
1103 Mayor Samples: "I'm thinking that's the deck expansion, with the expansion of the deck that
1104 there is that angling in that and it's one in the same. That's what I'm thinking."
1105
1106 Ms. Fellner: "And it moves to the, it moves to the other side."
1107
1108 Mr. Smith: "Okay."
1109

1110 Mr. Johnson: "Yeah."
1111
1112 Mr. Smith: "Still confused, but thank you."
1113
1114 Ms. Fellner: "Well, you're, no, you're actually, you're actually right. It should, it shouldn't say
1115 replace south gate. It should, you know, because that is confusing. I agree with you. But that's what
1116 that's for. That's the gate that actually he buzzes people through and that door opens. That's to move
1117 that gate."
1118
1119 Mayor Samples: "But the size of that gate will change, won't it?"
1120
1121 Ms. Fellner: "I, it's gonna be..."
1122
1123 Mayor Samples: "John, you, you were the one who went down with the ... I'm just curious,
1124 because I remember we talked about it."
1125
1126 Ms. Fellner: "But, it's still got to be very sizeable..."
1127
1128 Mayor Samples: "Right."
1129
1130 Ms. Fellner: "...because fisherman, those carts are huge."
1131
1132 Mayor Samples: "Yeah, but the point being when we angled it, wasn't there gonna be some
1133 change or was it gonna be the same?"
1134
1135 Mr. Adair: "I think the fixed part of the fence is gonna be larger. I think the gate size will be the
1136 same as it is now."
1137
1138 Mr. Smith: "Thank you."
1139
1140 Mayor Samples: "Alright. There, we're, is there, are there any other discussion items, any other
1141 discussion before we move back under the rules?"
1142
1143 Mr. Smith: "I move that we go back under the rules."
1144
1145 Mayor Samples: "Let's go back under the rules. Is there a motion to be made?"
1146
1147 Mr. Smith: "Mr. Mayor, I move that we award the pier contract to F. E. Baiden & Associates."
1148
1149 Mayor Samples: "There's a motion."
1150
1151 Mr. Smith: "And I'm gonna specify the sum of \$107,953."
1152
1153 Mr. Johnson: "Second."
1154
1155 Mayor Samples: "There is a second. Any discussion? The only question I would ask is, a, the
1156 liquidated damages with respect to schedule in the contract."
1157
1158 Ms. Fellner: "(**) I think it's \$500."
1159
1160 Mayor Samples: "How long do they have to complete, roughly?"
1161
1162 Unknown Speaker: "(**)"
1163
1164 Mayor Samples: "How long you gonna give 'em?"
1165

1166 Unknown speaker: "45 days. (**)"
1167
1168 Mr. Johnson: "Didn't they estimate 45 days?"
1169
1170 Mayor Samples: "Alright."
1171
1172 Unknown Speaker: "Completed within 45 days."
1173
1174 Mr. Stevens: "It also in item number 11, third paragraph, he states that a, he affirms that the
1175 prices quoted constitute the total cost for the work done. So, he's pretty much saying this is his price."
1176
1177 Mayor Samples: "Thank you. Thank you. All in favor of the motion say aye."
1178
1179 All Members: "Aye."
1180
1181 Mayor Samples: "We have a pier, almost a pier contract. Okay. Appreciate that very, very
1182 much. We do have some committee appointments to be made. There, did you get a chance to..."
1183
1184 Mr. Smith: "I did."
1185
1186 Mayor Samples: "Okay, very good. You want do it out here? These are personnel..."
1187
1188 Mr. Smith: "No, I think we can a..."
1189
1190 Mayor Samples: "Committee appointments, construction board of adjustment and appeals.
1191 There are five vacancies. We finally got two volunteers. Could we get a..."
1192
1193 **H. Committee Appointments – Construction Board of Adjustment and Appeals (5**
1194 **Vacancies), Bill Trail, Ralph Magliette.**
1195
1196 Mr. Smith: "I'd like to make a motion."
1197
1198 Mayor Samples: "Thank you, Mr. Smith."
1199
1200 Mr. Smith: "I'd like to appoint Bill Trail and Ralph Magliette to the committee, to the construction
1201 board of adjustment and appeals."
1202
1203 Mayor Samples: "There's a motion."
1204
1205 Unknown Speaker: "Second."
1206
1207 Mr. Smith: "And, I'd like to say that I met with Mr. Bill Trail and he's very qualified. In fact, his a,
1208 he has remodeled two homes in Surfside Beach, and is working on his third one. He's a well qualified
1209 guy to understand what happens in construction."
1210
1211 Mayor Samples: "Excellent, excellent."
1212
1213 Ms. Dodge: "And, I would also like to say Mr. Mayor, Mr. Magliette is one of those people who
1214 gives of himself in every way that he can in the community, and that's what he's doing in Surfside Beach.
1215 I surely appreciate him."
1216
1217 Mayor Samples: "Thank you. And we appreciate everybody sitting out here who almost
1218 everybody out here is serving on something, and that's wonderful, so. All in favor say aye."
1219
1220 All Members: "Aye."
1221

1222 Mayor Samples: "Opposed? We have two new members to a committee. We have a
1223 discussion. Ms. Mabry, did you want to discuss road signage?"
1224

1225 **8. DISCUSSION.**

1226
1227 **A. Road Signage on Ocean Boulevard, Mayor Pro Tempore Mabry.**

1228
1229 Ms. Mabry: "We covered that this morning."
1230

1231 Mayor Samples: "Very good. We covered that this morning in our ten o'clock meeting. Okay,
1232 floating docks, Councilmember Smith."
1233

1234 **B. Floating Docks, Councilmember Smith.**

1235
1236 Mr. Smith: "Mr. Mayor, in the, a, policies and procedures document, which is not a [sic] ordinance
1237 or anything, it says that the council didn't want a allow docks period. But I think that we should allow
1238 docks. We should allow floating docks, like 144 square feet, and made out of manmade materials so it
1239 doesn't pollute the lakes. But, I think it's a good idea for us to a, as a council, to, a, start allow floating
1240 docks so that the folks who live in Harbor Lights, if they want to build a dock on that lake, they would be
1241 allowed to do so."
1242

1243 Mayor Samples: "Any other comments?"
1244

1245 Mr. Stevens: "Mr. Mayor."
1246

1247 Mayor Samples: "Mr. Stevens."
1248

1249 Mr. Stevens: "I am pro property rights and I really believe that, I'll be the first one in this town if I
1250 bought a lo, a house on a lake, I'd be right down here at town hall asking for a dock so I could sit out
1251 there with my nieces and whatever. There's nothing like sitting on a floating dock with your grandchild
1252 and fishing, and a, any person that lives on a lake should have that right. It's just my personal opinion, a,
1253 a, I think we need to make these docks all uniform, 12 x 12, out of manmade material as Mr. Smith said,
1254 and let the people have access to the beautiful water that's right in front of their house. Unluckily I don't
1255 live in front of a lake."
1256

1257 Mayor Samples: "Any other comments? One, I, I was here again, that's part of the problem, is
1258 we do have some corporate memory. The, for the life of me I cannot remember why town council voted
1259 to prohibit docks, but I will say it was a recommendation that was made by the planning and zoning
1260 commission, and I presume, or I would hope, that there was a rationale involved in, in, in the issue. Now,
1261 I'm not against docks, a, but I think I'd like to hear, since a lot of what we're talking about isn't private
1262 property. It's public property. Granted, some of it is private property because of the way, just the way
1263 that they were platted. So, I would ask Mr. Adair if he has any information that you could share."
1264

1265 Mr. Adair: "Thank you, Mayor. What I'd like to say is, a, the stormwater conveyances, which the
1266 lakes are part of, is moving water. What I would like, if this is to be adopted by council as our policy, we
1267 currently require a hold harmless agreement be filed by a homeowner when they want to build a bulkhead
1268 along the lake front, and that's to protect the town in case the lake, the bulkhead fails 25 years from now,
1269 which they all will fail at some point in time, so the town is not liable for that damage. It's a land use
1270 decision that people make who live on the lakes and that's great, but we have a policy of requiring a hold
1271 harmless agreement be recorded with the county so for all future owners of that house, if that thing
1272 breaks apart one day and it harms, damages your neighbor's property, the town is not sued because of it.
1273 So, I would just request that if we're gonna allow docks, that that same policy be applied to docks also.
1274 That a hold harmless agreement be filed with the town so that if that dock floats away and damages
1275 somebody's property or something of that nature, something freaky, the town is not liable."
1276

1277 Mr. Johnson: "Mr. Mayor."

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Mayor Samples: "Mr. Johnson."

Mr. Johnson: "My memory is not serving me well tonight on this issue, but I do remember that there were several issues concerning the docks; one being liability to the town. Another one was the distance, how far the docks reached out into the lakes and the stormwater situation itself. So there were, there were several issues, and this was prior to the lakes being dredged. So that, I mean, we can go back and, and check on the minutes and so on and so forth and see what the specifics were, and I would suggest someone do that before we, we take any actions."

Mayor Samples: "Any other comments?"

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

Ms. Dodge: "John, can I ask, I mean I don't know how many of the docks there are, but would having them there make it difficult when you want to dredge the lake? That was the only thing that I could think of that might be a problem."

Mr. Adair: "I don't think that would be a problem. Most of our lakes are large enough that if you extended 12-feet out from the shore line with a dock, it really wouldn't damage anything. Most modern docks are floating docks that rise up and down on piles and they're easily removable, if we did a large construction project. That's not my concern."

Mayor Samples: "Mr., a, Councilman Smith."

Mr. Smith: "Yes, Mr. Mayor, I'd like to, a, get a consensus that we ask a, a, the town administrator to come up with a, a procedure that a, certainly we could pass something at the next meeting that would incorporate docs like the hold harmless agreement, and the, a, 12 x 12 floating dock, and a, made out of manmade materials so it doesn't pollute. I think that would probably be the best way to go, and if she has any other suggestions that we might consider."

Mayor Samples: "Well, and I appreciate that. One of the things that, a, occurred to me is that, are there any inspections that, who would inspect the docks? Is there a need to inspect them?"

Mr. Adair: "I can't speak for the building department, but I believe I've been told that there are no building criteria for docks. We went through this with the market property. There's no, no construction standards for docks."

Mayor Samples: "Well, I would like those to be explored. It's not just a matter of size, okay. There's some quality issues that I think that we need to, to a, satisfy ourselves about, and I'm more than willing to entertain it. I think having something come back at the next meeting is a little, a, a, aggressive or optimistic given some of the other issues that, that I think we have on our table. Again, I'd like to do it right, if we're gonna do it. Let's do it right."

Mr. Smith: "I, I'm willing to do it right, and a, so a, again, a, town administrator, a, prepare the documents and if, a, whether we should have just a policy, or whether we need or an ordinance, or what have you, say in four weeks, and if you need more time, let us know. But, let's try to get something done within the next month or two."

Mayor Samples: "And let's do the research into the history to determine if there were, in fact, other reasons that were presented or brought to the attention of planning and zoning."

Ms. Mabry: "Mr. Mayor."

1334 Mayor Samples: "Ms. Mabry."
1335

1336 Ms. Mabry: "Can we also make sure it goes through the attorney when its, we're talking about
1337 the liability issues. If a child falls off a deck, and God forbid, it is gonna land in town property, so this
1338 liability issue is my biggest concern. (** two speaking at once) Can we take a look at that?"
1339

1340 Mayor Samples: "I hear you, absolutely (**) that's mandatory. You know, these are, we like to
1341 call them lakes. We give them names to say they're lakes. These are stormwater ponds, okay. That's
1342 what they are, okay, and we certainly want to maintain it and keep, keep them as clean and pretty as, as
1343 we can. I wouldn't advise anybody to go swimming in them, and, and that sort of thing. But, a, they're
1344 certainly pretty and aesthetically pleasing when properly maintained, John. Okay, alright, any other items
1345 that anyone, any councilmember feels they would like to bring up, mention, for discussion? Hearing
1346 none, we will move into our...there is one item that I would like to mention, because there has been, a,
1347 the, a, and I don't know how to properly describe it, so, bear with me. Modern chemistry can be used for
1348 very wonderful things, and it can be used, a, for things that are terrible when they are sold to youth. I
1349 think they call them designer drugs."
1350

1351 Unknown Speaker: "(**)"
1352

1353 Mayor Samples: "Well, and the bath salts are something the General Assembly took action on,
1354 and passed a very, very, very long detailed list of chemicals, and if you have any doubt about it, all you
1355 have to do is search it, and there are thousands and thousands of particular chemicals that are restricted
1356 for use and not for sale. It, it has been reported to me, and that's how I want to say it. Both in a throw-
1357 away newspaper, which printed it, and I know some of you saw what I saw, there may be the, the a, that
1358 some of these designer chemicals may be a, being retailed legally in the Town of Surfside Beach. We, I,
1359 I think we all are in agreement, we don't want them. Even if they are legal, and I don't know exactly how
1360 we get ahead of it, but rest assured, we're gonna be looking into it. We'll be looking into it. We're asking
1361 for help from other communities in terms of how they eliminate it. But, the fact of the matter is we don't
1362 want anyone, but in particular, we don't want kids, and today you're a kid for the most part until you're 30,
1363 or whatever the right number is, and I wanted to make that point to y'all, and I hope that I'll have
1364 everybody's support in moving effort forward on that, okay. Okay, alright. Having said that, now we're
1365 gonna go on to the public comment period, five minutes long. Any topic, any item, please come forward.
1366 State your name and address. Ms. Legette."
1367

1368 **9. PUBLIC COMMENTS.**
1369

1370 "Good evening. My name is Cathy Legette, and I want to thank you for the opportunity to express
1371 my deepest concerns regarding products that are being sold to our children and young adults in the Town
1372 of Surfside Beach. This business is known as Up in Smoke. Addictive ingredients that are harmful to our
1373 children are being legally sold at this Up in Smoke. I have with me tonight two packets of the poison I
1374 purchased from Up in Smoke. These packets contain the addicting ingredient. The children do not even
1375 know they are being sold addicting products. The children are not doing anything wrong. And this is not
1376 fair. This is not fair to our children. It's not fair to our young adults. This is not fair. Young people
1377 throughout the country have died from this poison, and many states, cities, and towns have prohibited the
1378 sales of these products making them illegal, and it is a crying shame that our children and young people
1379 are being sold a poison that cannot be detected in their body using modern means of medical testing. No
1380 one knows the long term effect of this, of this poison. Every morning five or more children are waiting in
1381 the parking lot of Up in Smoke, waiting on the business to open. These children are addicts. They are
1382 addicted to the ingredients that are legally sold to them. Our beautiful children are the repeat customers
1383 of Up in Smoke. They are being used as Guinea pigs so that the business in this beautiful beach
1384 community can make a few dollars. What a shame. What a shame that the owner of this business is
1385 getting richer every day at the expense of harming our children and our young adults. I also have with me
1386 tonight 19 pages of conversations from children and young adults that are pouring their heart out because
1387 they are sick and they are addicted to this poison. I know where a sign on the door states must be 18-
1388 years old to enter, and I know where that this is the legal age when our children become adults. My 24-
1389 year old son is an addict. Addicted to the legal poi, poison that is being sold every day of the week at Up

1390 in Smoke. My beau, beautiful son has waited too many mornings in the parking lot of Up in Smoke,
1391 waiting for his legal dope. (**) I did not see an adult, and I do not see a 24-year old man. I see my
1392 beautiful child that was so sick he didn't even know when it was Christmas day. I would like to thank
1393 everyone for giving me the time to express my concerns, and I am begging everyone for your help before
1394 it is too late. Our children are innocent and they must be protected from this poison. I also do not like to
1395 see this beautiful beach, family friendly Town of Surfside Beach being dragged down because of this
1396 poison. Thank you."

1397
1398 Mayor Samples: "Thank you, Ms. Legette. Any other comments? Mr. Ard."
1399

1400 "John Ard, 612 Cypress Drive, Surfside. Like to comment about the town hall here. It looks really
1401 good. They've done a good job on it, and everything, and really like it. I'd like to talk a minute about the
1402 police department. Captain Miller and the police department, and everything, they're doing a mighty fine
1403 job with things out there. They're taking care of this town. They're very observant on things, and they
1404 following up on issues. Just a minute ago you brought up about what I call a [sic] illegal drug activity.
1405 Chemicals and stuff like that. These things are readily available to anybody, anywhere. You can walk
1406 into most any store, and get them. They use them to make all kind of different kind of drugs that they
1407 even sell them chemicals and stuff that you can make weapons, bombs, and things like that out of. It's a
1408 hard thing to control. But the one thing that we need to remember too also, as adults and human beings
1409 and citizens of this town is this, if, in fact, you suspect of seeing it, illegal activity, or what you consider to
1410 be illegal activity, if you will call the police department and stuff, they will follow up on it. But we need
1411 citizen involvement to help take of some of this stuff. And believe you me, citizens, citizen involvement
1412 does go a long way, and that's one way the citizens can help give back to this town to help protect the
1413 families, the children, and everybody else in this town. We each and every one need to do our part, and I
1414 think we can do it. I know we can do it. So, you know, it don't take nothing to pick a telephone up, a, stop
1415 and talk to one police officer. They're all very friendly. They'll listen to you, and they will follow up on
1416 things, and I think that's one way that we can help combat some of this stuff is by being involved, and a,
1417 one more thing. I know there's a lot of us in here that likes sports activities. Things like a baseball,
1418 softball, football, different things like that. Down at Martin Field, which has been here now for quite a long
1419 time. Ever since I can remember. My children grew up playing on that field, my grandchildren, and now
1420 my great grandchildren. A, we seem to be missing one main ingredient at that field down there, and Mr.
1421 Gene Maruca brought it to my attention. It's something that we see at just about any sports (**) complex,
1422 we are missing an American flag being flown down at that field, and I would like to urge council and every
1423 member of this town to put their two cents worth and stuff in. Let's see can't we get us an American flag
1424 down there. We do have places (**) that flooded, Mr. Maruca, I think has already talked to John Adair a
1425 couple of times about it and everything, and I think, I think the town deserves it, and out of respect for the
1426 town and the United States, all the Veterans, and the community, we need to have this done. Thank
1427 you."

1428
1429 Mayor Samples: "Thank you, sir. Mr. Beck."
1430

1431 "Allen Beck, 626 10th Avenue North. I think most of you, a, know that I live on the lake and have
1432 a dock, so I'm not impacted by this as other people around the lake are that, that wanted to have a dock
1433 and have been told, well, you can't have one right away, I appreciate that. We moved to that particular
1434 house from 6th Avenue where we used to live specifically because of the lake front and we had a dock
1435 and we love it. We have a floating dock, also. I don't know if it's 12-feet or 14-feet, 11-feet or whatever.
1436 But, it's constructed out of the materials that I would call God-made. The same as our pier, and I have no
1437 idea why the proposal is to not allow wood to be dock construction, and I also have no idea why the
1438 proposal is for only floating docks. Most of the docks around Dogwood Lake are on 4 x 4s and solid.
1439 Mine is, mine's, mine's floating, but a, the solid ones are even up off the lake water, but I would urge the
1440 council to not try to over regulate and not look for extra things that you can put in the direction, but try to
1441 keep it simple and not be restrictive on the, on the homeowners. I know that many of the people around
1442 the lake are interested in this. Congratulation you on take, taking it up and urge you to go ahead and
1443 authorize a homeowner that, that's their property on a lake that they paid the price to get that to be
1444 allowed to have the dock in their back yard. Thank you."
1445

1446 Mayor Samples: "Thank you. Any...we'll get a dock committee. We'll put Al in charge of it. Mr.
1447 Beck."

1448
1449 Mr. Beck: "I will."

1450
1451 Mayor Samples: "I know that. (Laughter) A, a, Ms. Carrie. We have great people in the Town of
1452 Surfside Beach, and the, a, time and effort that they put in, we all appreciate. Ms. Johnson."

1453
1454 "Carrie Johnson, 9th Avenue South. I would just like to, a, ask you all when you're negotiating this
1455 contract with Beach Services that maybe you make it a requirement that they speak fluent English, cause
1456 right now you could say something to them and they look at you like a deer in the headlights, and the
1457 other thing is that they be able to tell people on the beach that are smoking that we do have an ordinance
1458 and if they don't listen to them, then they can call the officers to come and do something about it, but at
1459 least inform the people that there is an ordinance. Thank you."

1460
1461 Mayor Samples: "Thank you. Glen, Mr. Curtis."

1462
1463 "Glen Curtis, 257 Palladium, touch south, a, just a little bit west, but close. That idea about the
1464 magazine, I think it's great, because once you've spread this out, all the events in town are gonna be
1465 recognized, noticed and a lot more people are gonna see and when they get here to be part of it, and
1466 that's what tourism is all about. That's what brings money into town. The only thing that I have negative,
1467 but we can fix, a, the other day, when I walking I came up, and a couple of you were there, and I had a
1468 couple of hypodermics in my pocket, because I found them on the street around some weeds where kids
1469 are hanging out, and I brought them right to the police station to show them, and like this young lady was
1470 saying, a, a place that you can look right in the window and see stuff you don't want to see. Kids don't
1471 understand it. They don't know what we do. We have to stop it. Mr. Ard said about committees [sic]
1472 getting together and going after them, like community, a, enforcements, community eyes. We all have to
1473 help the police. But this is something I wouldn't like to see in a magazine. We have to get it. Let's get
1474 together and stop it right now. Thank you."

1475
1476 Mayor Samples: "Thank you. Alright, we'll move into council comments. Mr. Stevens."

1477
1478 **10. COUNCIL COMMENTS.**

1479
1480 Mr. Stevens: "Who, me?"

1481
1482 Mayor Samples: "Yes, sir."

1483
1484 Mr. Stevens: "Yeah, I would like to thank everybody for coming out and I also would like to thank
1485 Ms. Legette, a, for her comments. A, it's a shame, and I know probably everybody can think over the
1486 years, you've run into somebody who sniffed glue, or a, I know a guy who died from drinking ten bottle of
1487 Romilar. Why he did that I don't know. It was back in the 70s, 60s and 70s, but a, anytime we have a
1488 place that sells stuff that kids can get hooked on, we need to, as a community do something about it, and
1489 the name of the place, it's named after a drug movie, Cheech and Chong drug movie. I mean, let's face
1490 it, there, they're advertising what they do. We need to get rid of this kind of stuff in this town. So, thank
1491 everybody for coming out. I appreciate Ms. Johnson's comments and Mr. Beck's comments. They were
1492 very good. Thank everybody for coming out, and a, I'll let the rest of the council speak."

1493
1494 Mayor Samples: "Mrs. Dodge."

1495
1496 Ms. Dodge: "I wanted to thank Mrs. Legette. I have no idea what you're talking about, but I'm
1497 hopeful we have a policeman right in our midst and I'm hopeful that our police will take steps to look into
1498 that. I want to comment on the chambers. It's such a tranquil place now. It's so clean and crisp, and it's
1499 our people, and the contractor did a really good job on it. The comment about the life guards being able
1500 to speak English, I think that should be a requirement, because most of the people in this country speak
1501 English, and children especially may not speak a language, and last of all, I want to comment about Mr.

1502 Mabry's suggestion on a town magazine. I think it's great. It will be a wonderful advertising tool for this
1503 town. Thank you so much. Thank you, sir."

1504
1505 Mayor Samples: "Thank you. Mr. Smith."

1506
1507 Mr. Smith: "A, Mr. Mayor, you have my full support on trying to rid the town of these addictive
1508 drugs, and I'd like to thank Ms. Johnson for being concerned about that no smoking on the beach. That's
1509 a [sic] irritant to me, too, and a, so and, we need them to speak English. Even I have trouble with English
1510 occasionally."

1511
1512 Mayor Samples: "Thank you, sir. Mr. Johnson."

1513
1514 Mr. Johnson: "Thank you, Mr. Mayor. I think everything that needs to be said has been said.
1515 There was some great comment from, from residents and council, as well, tonight. A, and I just thank you
1516 for coming out. God bless you, and we will see you next time."

1517
1518 Mayor Samples: "Ms. Mabry."

1519
1520 Ms. Mabry: "We also wanted to make sure that everybody knows that during the League of Cities
1521 our Mayor got up and spoke and has asked other municipalities for help in how we could best take care of
1522 the situation with the unfortunate legal drugs that are being sold. If there were illegal, we'd have a much
1523 easier time with it. But, when they are legal, again, you have to reach out, and I want to commend our
1524 Mayor for doing that and for soliciting the help of all the communities in our area. Thank everyone for
1525 speaking. We look forward to the magazine, hopefully, we'll get that done. I think it takes about nine
1526 months to produce a magazine. I was very surprised at the time, so it's good that we're getting started on
1527 that, and thank you all so much for coming out and being part of our meeting."

1528
1529 Mayor Samples: "Ms. Kohlmann."

1530
1531 Ms. Kohlmann: "I'm mindful of everybody's comments tonight. I'm glad you all shared your, your
1532 ideas and views, and I won't forget it. Thank you very much for sharing your story, as well, and I hope
1533 that I personally could help you in some way, and I know that the mayor did share the article right away
1534 as soon as he got it, and is very concerned about it, and actually spoke to a few police officers
1535 immediately about it, too. I think a big part of it for our community here in Surfside Beach, and I have
1536 young, young children, so it's, it's very pressing to me to, to take care of things like this, and like as Ms.
1537 Mabry said, it's, it's not an easy issue. But just because something isn't easy, doesn't mean that we don't
1538 try, and, and I think we owe it to our children and to this town and it could just save a life, so I appreciate
1539 very much what you said, and on another note, too, a, P. L., thank you very much for your presentation.
1540 It was great, and I very look forward to the magazine, and everybody have a good night."

1541
1542 Mayor Samples: "It's all been said. I think we a, we're making progress. I know we're getting a
1543 lot of help from the committees, from people in the community. The things that we may not want to hear,
1544 we need to know, and I appreciate you, Mrs. Legette, for coming forward. A, having said that, I need a
1545 motion..."

1546
1547 Ms. Herrmann: "Before the motion, please, Mr. Mayor, (**) direction on the minutes."

1548
1549 Mr. Smith: "Verbatim."

1550
1551 Ms. Dodge: "Verbatim."

1552
1553 Mayor Sample: "Summary."

1554
1555 Ms. Mabry: "Summary."

1556
1557 Mr. Stevens: "Verbatim."

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Ms. Kohlmann: "Verbatim."

Mayor Samples: "What say you?"

Mr. Johnson: "Verbatim."

Mayor Samples: "Very good. You have, you have your direction. Having said that, I need a motion."

11. ADJOURNMENT.

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

Mayor Samples: "There's a motion to adjourn."

Mr. Stevens: "Second."

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

All Members: "Aye."

Mayor Samples: "The meeting is done."

Clerk's Note: The motion to adjourn was made at 8:38 p.m.

Respectfully submitted,

Debra E. Herrmann, CMC, Town Clerk

Approved: February 5, 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 audio taped, 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 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.



Proclamation

PROCLAMATION #13-79

MUNICIPAL ASSOCIATION OF SOUTH CAROLINA LEGISLATIVE PRIORITIES

WHEREAS, cities and towns in South Carolina are the government closest to the people providing the core services residents and businesses demand for a high quality of life;

WHEREAS, residents and businesses want their local city and town councils to have the flexibility to make decisions that are best for their communities while also being held accountable by their residents to spend wisely and govern locally;

WHEREAS, cities and towns support increasing the economic strength of the state to enable job creation for residents and encourage business development and success;

WHEREAS, the Municipal Association board of directors approved the 2013 legislative priorities that supports local elected leaders making decisions based on local needs and priorities;

WHEREAS, the three legislative priorities are based around creating places and delivering services that support a healthy local economy and offer a positive quality of life;

WHEREAS, finding solutions to dilapidated structures, securing a dependable revenue source and providing quality transportation and infrastructure maintenance are the three major legislative issues that local elected leaders determined can have the greatest impact on their hometowns;

WHEREAS, the priorities focus on fiscal stability, economic development and infrastructure that are important to cities and towns of all sizes and in all parts of the state;

WHEREAS, the Town of Surfside Beach fully supports the legislative priorities set forth by cities and towns to govern locally for residents;

NOW, THEREFORE, LET IT BE KNOWN that the Town of Surfside Beach affirms on this day its support for the Municipal Association's 2013 legislative priorities to encourage local decision making by the local elected officials that govern the state's 270 cities and towns.

BE IT SO PROCLAIMED this 5th day of February 2013.

s/

The Hon. Douglas F. Samples, Mayor

COPY

Attest: s/

Debra E. Herrmann, CMC, Town Clerk

Planning, Building & Zoning Report February 2013

Permits

A total of 147 permits were issued in January, compared to 57 last January. (2) were new residential construction permits. 119 inspections were made as well as 19 tree inspections. 30 sets of plans were reviewed for additions, renovations and pools.

Code Enforcement

We received notice from Chad Smith who owns the two properties at 335 and 339 15th Ave. South and he has contacted the utility companies to make sure that all of the utilities have been disconnected, so he can move forward with the demolition of the structures as soon as he has his funding in place.

The Building Official met with a property maintenance man at 633 Sparrow Drive unit E, he assessed the structure inside and out to let the bank know what action needs to be taken on the unit to prevent condemnation. The Building Official had boarded the structures rear door to prevent any unauthorized people from entering the building. The property maintenance man will get in touch with the office to keep us informed as to the progress on the property. He has also given me a local number to call for any complaints.

We have been following up on complaints from the Beautification Committee and sent letters to the owners asking them to contact our office to have the situations remedied.

12 signs were removed from the right a way along US 17 and other streets within the town during the month.

DATE: 01/01/2013		OPEN DISPLAYS, BANNERS and TENTS					
Name	Address	Open Display	# of Days	Tent	# of Days	Banner/Temp Sign	# of Days
Burke's Outlet	120 Highway 17 North	01/17/13 - 01/21/13	5				
	Total:		5				
First Federal Bank	211 Highway 17 North					2/04/13 - 2/13/13	10
	Total:						10
Fitness N Friendz	353 Highway 17 North B					01/04/13 - 1/14/13	10
	Total:						10

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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302854	516 3RD AVENUE NORTH	RES	01/02/2013	01/02/2013	07/01/2013	
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TYPE OF CONSTRUCTION: ROOF REPLACE OR REPAIR OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL PAID: 45.00
TAX MAP PARCEL: 191-16-41-010	TOTAL VALUE: 7,000.00
ZONING DISTRICT: R-1	TOTAL FEE: 45.00
	BALANCE: 0.00
CONTRACTOR: 9546 GIMBERT CONSTRUCTION SERVICES	PHONE: (843) 655-1419
205 DOUBLE EAGLE DR	

NOTES: TEAR OFF OLD SHINGLES & INSTALL NEW PER CODE

302856	313 8TH AVENUE SOUTH	RES	01/02/2013	01/02/2013	07/01/2013	
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TYPE OF CONSTRUCTION: ROOF REPLACE OR REPAIR OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL PAID: 35.00
TAX MAP PARCEL: 195-03-43-005	TOTAL VALUE: 4,500.00
ZONING DISTRICT: R-1	TOTAL FEE: 35.00
	BALANCE: 0.00
CONTRACTOR: 14196 COLACCICO DOUGLAS	PHONE: (843) 267-3497
1829 PLANTATION DR	
MYRTLE BEACH, SC 29577	

NOTES: REMOVE AND REPLACE ROOF SHINGLES

302857	629 SURFSIDE DRIVE	RES	01/02/2013	01/02/2013	07/01/2013	
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TYPE OF CONSTRUCTION: MECHANICAL OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL PAID: 40.00
TAX MAP PARCEL: 191-15-31-009	TOTAL VALUE: 2,092.00
ZONING DISTRICT: R-2	TOTAL FEE: 40.00
	BALANCE: 0.00
CONTRACTOR: 2919 AIR COMFORT HEATING & COOLING	PHONE: (843) 828-4445
812 POPLAR DR S 5	

NOTES: UPGRADE EXISTING PERMIT #302851

302858	413 17TH AVENUE NORTH	RES	01/02/2013	01/02/2013	07/01/2013	
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TYPE OF CONSTRUCTION: ROOF REPLACE OR REPAIR OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL PAID: 30.00
TAX MAP PARCEL: 191-12-02-005	TOTAL VALUE: 3,700.00
ZONING DISTRICT: R-1	TOTAL FEE: 30.00
	BALANCE: 0.00

TOWN OF SURFSIDE BEACH
 PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 14554 MAR-KEY EXTERIORS 1024 10TH AVE N					PHONE: (845) 800-7576

NOTES: REMOVE AND REPLACE

302859	121 PINWOOD DRIVE NORTH	PLAN5	01/02/2013	01/02/2013	07/01/2013	
	TYPE OF CONSTRUCTION: REMODEL PLAN REVIEW					OCCUPANCY GROUP: SINGLE FAMILY
						STATUS: Issued

OWNER: OWNER	TOTAL PAID: 17.50
TAX MAP PARCEL: 195-04-11-049	TOTAL VALUE: 5,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 17.50
	BALANCE: 0.00
CONTRACTOR: 7608 DOGGETT CONCRETE INC. 1425 CRESSIDA DR	PHONE: (704) 554-9200

NOTES: CLOSING IN ONE PARKING AREA UNDER THE HOUSE FOR GARAGE/STORAGE

302860	1213 DOGWOOD DRIVE NORTH	TREE	01/03/2013	01/03/2013	07/02/2013	
	TYPE OF CONSTRUCTION: TREE REMOVAL					OCCUPANCY GROUP: SINGLE FAMILY
						STATUS: Issued

OWNER: OWNER	TOTAL PAID: 300.00
TAX MAP PARCEL: 191-16-19-028	TOTAL VALUE: 400.00
ZONING DISTRICT: R-3	TOTAL FEE: 300.00
	BALANCE: 0.00

NO CONTRACTOR SPECIFIED

NOTES: REMOVE 4 OAKS AND WILL REPLACE WITH 2 PALMETTO TREES

302861	812 OCEAN BOULEVARD SOUTH	RES	01/03/2013	01/03/2013	07/02/2013	
	TYPE OF CONSTRUCTION: REMODEL					OCCUPANCY GROUP: 5 OR + UNITS
						STATUS: Issued

OWNER: OWNER	TOTAL PAID: 15.00
TAX MAP PARCEL: 195-03-49-004	TOTAL VALUE: 1,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 15.00
	BALANCE: 0.00

CONTRACTOR: 2864 HMB CONSTRUCTION 6001 S KINGS HWY UNIT 6	PHONE: (843) 995-4118
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NOTES: REMOVE AND REPLACE ROTTED FACIA BOARD

TOWN OF SURFSIDE BEACH
 PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302862	820 PINE DRIVE	RES	01/03/2013	01/03/2013	07/02/2013	
TYPE OF CONSTRUCTION: ACCESSORY PLAN REVIEW		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 20.00
TAX MAP PARCEL: 191-15-15-002	TOTAL VALUE: 5,302.00
ZONING DISTRICT: C-1	TOTAL FEE: 20.00
	BALANCE: 0.00
CONTRACTOR: 6933 OCEAN BREEZE AWNINGS INC	PHONE: (843) 238-4798
739 SANDY LN	

NOTES: PUT SCREEN AROUND DECK AND SREEN IN BOTTOM PORCH

302864	415 HIGHWAY 17 NORTH	COM	01/04/2013	01/04/2013	07/03/2013	
TYPE OF CONSTRUCTION: ADDITION		OCCUPANCY GROUP: RESTAURANT				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 160.00
TAX MAP PARCEL: 191-15-16-008	TOTAL VALUE: 30,000.00
ZONING DISTRICT: C-1	TOTAL FEE: 160.00
	BALANCE: 0.00
CONTRACTOR: 1233 DONNIE H STEWART INC	PHONE: (843) 651-3434
2428 HWY 17 S BUSINESS	

NOTES: CONSTRUCT A 12X15 ADDITION ON NORTHWEST CORNER

302865	1609 DOGWOOD DRIVE NORTH	POOL	01/04/2013	01/04/2013	07/03/2013	
TYPE OF CONSTRUCTION: POOL INSTALLATION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 250.00
TAX MAP PARCEL: 192-09-03-023	TOTAL VALUE: 20,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 250.00
	BALANCE: 0.00
CONTRACTOR: 8103 POOL COMPANY INC	PHONE: (843) 458-3582
647 N CREEKSIDE MI	

NOTES: CONSTRUCT 12 X 20 POOL

302866	109 OAK DRIVE NORTH	POOL	01/04/2013	01/04/2013	07/03/2013	
TYPE OF CONSTRUCTION: POOL INSTALLATION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 250.00
TAX MAP PARCEL: 195-04-11-035	TOTAL VALUE: 19,900.00
ZONING DISTRICT: R-3	TOTAL FEE: 250.00
	BALANCE: 0.00

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 8103 POOL COMPANY INC 647 N CREEKSIDE MI					PHONE: (843) 458-3582

NOTES: CONSTRUCT A 14 X 22 POOL

302867	107 OAK DRIVE NORTH	POOL	01/04/2013	01/04/2013	07/03/2013	
	TYPE OF CONSTRUCTION: POOL INSTALLATION					OCCUPANCY GROUP: SINGLE FAMILY
						STATUS: Issued
	OWNER: OWNER					TOTAL PAID: 250.00
	TAX MAP PARCEL: 195-04-11-050					TOTAL VALUE: 18,600.00
	ZONING DISTRICT: R-3					TOTAL FEE: 250.00
						BALANCE: 0.00
	CONTRACTOR: 8103 POOL COMPANY INC 647 N CREEKSIDE MI					PHONE: (843) 458-3582

NOTES: CONSTRUCT NEW 12 X 18 POOL AND 377 SQ FT DECK

302868	15 SEASIDE DRIVE NORTH A	POOL	01/04/2013	01/04/2013	07/03/2013	
	TYPE OF CONSTRUCTION: POOL INSTALLATION					OCCUPANCY GROUP: SINGLE FAMILY
						STATUS: Issued
	OWNER: OWNER					TOTAL PAID: 250.00
	TAX MAP PARCEL: 195-04-10-081					TOTAL VALUE: 25,000.00
	ZONING DISTRICT: C-3					TOTAL FEE: 250.00
						BALANCE: 0.00
	CONTRACTOR: 8103 POOL COMPANY INC 647 N CREEKSIDE MI					PHONE: (843) 458-3582

NOTES: CONSTRUCT NEW 10 X 22 POOL

302869	353 HIGHWAY 17 NORTH B	WARN1	01/04/2013	01/04/2013	01/11/2013	
	TYPE OF CONSTRUCTION: BANNER					OCCUPANCY GROUP: BUSINESS
						STATUS: Issued
	OWNER: OWNER					TOTAL VALUE: 0.00
	TAX MAP PARCEL: 191-15-16-020					TOTAL FEE: 0.00
	ZONING DISTRICT: C-1					BALANCE: 0.00

NO CONTRACTOR SPECIFIED

NOTES: BANNER FOR GRAND OPENING

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302872	103 HARBOR LIGHTS DRIVE	RES	01/07/2013	01/07/2013	07/06/2013	
TYPE OF CONSTRUCTION: MECHANICAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 77.50			
TAX MAP PARCEL: 191-12-30-003			TOTAL VALUE: 5,500.00			
ZONING DISTRICT: R-1			TOTAL FEE: 77.50			
			BALANCE: 0.00			
CONTRACTOR: 1942 LEIGH'S HEATING & COOLING			PHONE: (843) 347-3733			
549 W COX FERRY RD						
NOTES: INSTALL NEW MECHANICAL EQUIPMENT.						

302873	115 HIGHWAY 17 NORTH	TOWN	01/07/2013	01/07/2013	07/06/2013	
TYPE OF CONSTRUCTION: ELECTRICAL		OCCUPANCY GROUP: TOWN PROPERTY				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 2,400.00			
TAX MAP PARCEL: 191-15-14-002			TOTAL FEE: 0.00			
ZONING DISTRICT: C-1			BALANCE: 0.00			
CONTRACTOR: 959 PRUITT ELECTRICAL CO			PHONE: (843) 238-0113			
610 SANDY LN						
NOTES: INSTALL WIRING FOR SCOREBOARD						

302874	710 SURFSIDE DRIVE	PLN10	01/07/2013	01/07/2013	07/06/2013	
TYPE OF CONSTRUCTION: DECK		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 12.50			
TAX MAP PARCEL: 191-15-23-018			TOTAL VALUE: 2,500.00			
ZONING DISTRICT: R-2			TOTAL FEE: 12.50			
			BALANCE: 0.00			
CONTRACTOR: 7227 ALL AMERICAN HOME			PHONE: (843) 241-1575			
201 CAROPINE DR						
NOTES: REPLACING 12X20 DECK.						

302875	310 HOLLYWOOD DRIVE SOUTH	STOP	01/08/2013	01/07/2013	01/15/2013	
TYPE OF CONSTRUCTION: STOP WORK ORDER		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL: 195-03-21-002			BALANCE: 0.00			
ZONING DISTRICT: R-2						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

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NO CONTRACTOR SPECIFIED

NOTES: STOP WORK ISSUED AFTER OCCUPANT BUILT A ROOF ON THE FRONT OF THE STRUCTURE.

302876	917 OCEAN BOULEVARD SOUTH	RES	01/08/2013	01/08/2013	07/07/2013	
	TYPE OF CONSTRUCTION: REMODEL			OCCUPANCY GROUP: 5 OR + UNITS		
		STATUS: Issued				

OWNER: OWNER
 TAX MAP PARCEL: 195-07-28-
 ZONING DISTRICT: R-3

TOTAL PAID: 15.00
 TOTAL VALUE: 1,000.00
 TOTAL FEE: 15.00
 BALANCE: 0.00

CONTRACTOR: 2864 HMB CONSTRUCTION
 6001 S KINGS HWY UNIT 6

PHONE: (843) 995-4118

NOTES: REPLACE FLASHING ON DECK FACING OCEAN

302877	115 HIGHWAY 17 NORTH	TOWN	01/08/2013	01/08/2013	07/07/2013	
	TYPE OF CONSTRUCTION: RENOVATION			OCCUPANCY GROUP: TOWN PROPERTY		
		STATUS: Issued				

OWNER: OWNER
 TAX MAP PARCEL: 191-15-14-002
 ZONING DISTRICT: C-1

TOTAL VALUE: 0.00
 TOTAL FEE: 0.00
 BALANCE: 0.00

CONTRACTOR: 9605 TOWN OF SURFSIDE BEACH PUBLIC W
 740 SANDY LN

PHONE: (843) 913-6360

NOTES: REMOVE AND REPLACE EXISTING DUNE WALKOVER - 14TH AVENUE NORTH.

302878	336 14TH AVENUE SOUTH	RES	01/08/2013	01/08/2013	07/07/2013	
	TYPE OF CONSTRUCTION: ROOF REPLACE OR REPAIR			OCCUPANCY GROUP: SINGLE FAMILY		
		STATUS: Issued				

OWNER: OWNER
 TAX MAP PARCEL: 195-07-06-014
 ZONING DISTRICT: R-2

TOTAL PAID: 45.00
 TOTAL VALUE: 6,100.00
 TOTAL FEE: 45.00
 BALANCE: 0.00

CONTRACTOR: 7960 DAVIS ROOFING OF MURRELLS INLET
 645 MALLARD POND RD

PHONE: (843) 455-3416

NOTES: SHINGLE REPLACEMENT.

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302879	213 OCEAN BOULEVARD NORTH A	STOP	01/08/2013	01/08/2013	01/15/2013	
TYPE OF CONSTRUCTION: STOP WORK ORDER		OCCUPANCY GROUP: DUPLEX				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL: 195-04-12-011			BALANCE: 0.00			
ZONING DISTRICT: R-2						
NO CONTRACTOR SPECIFIED						
NOTES: RECEIVED A COMPLAINT OF WORK BEING DONE WITHOUT PERMIT.						

302880	15 OCEAN BOULEVARD NORTH B	RES	01/08/2013	01/08/2013	07/07/2013	
TYPE OF CONSTRUCTION: GENERAL REPAIRS		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 15.00			
TAX MAP PARCEL: 195-04-10-010			TOTAL VALUE: 1,000.00			
ZONING DISTRICT: C-3			TOTAL FEE: 15.00			
			BALANCE: 0.00			
CONTRACTOR: 9289 N L JOHNSTON CONSTRUCTION CO			PHONE: (843) 828-4126			
114 WILLOW DR S						
NOTES: REPLACE SIDING ON HOME.						

302881	212 13TH AVENUE NORTH	TREE	01/09/2013	01/09/2013	07/08/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 5.00			
TAX MAP PARCEL: 191-16-22-006			TOTAL VALUE: 0.00			
ZONING DISTRICT: R-1			TOTAL FEE: 5.00			
			BALANCE: 0.00			
CONTRACTOR: 11768 MR D'S TREES AND LANDSCAPING SEI			PHONE: (843) 340-2492			
418 WALLINGFORD CIR						
NOTES: REMOVING 1 OAK (DEAD) AND 1PINE						

302882	614 HOLLYWOOD DRIVE NORTH	TREE	01/09/2013	01/09/2013	07/08/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL: 1911649009			TOTAL FEE: 0.00			
ZONING DISTRICT: R-1			BALANCE: 0.00			
CONTRACTOR: 3440 MASTERCARE CONTRACTING INC			PHONE: (843) 215-3211			
3531 QUEENS HARBOUR BLVD						

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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NOTES: REMOVING 1 DEAD TREE IN FRONT YARD.

302883	817 OCEAN BOULEVARD SOUTH	PLAN5	01/10/2013	01/10/2013	07/09/2013	
TYPE OF CONSTRUCTION: REMODEL PLAN REVIEW		OCCUPANCY GROUP: 5 OR + UNITS				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 45.00
TAX MAP PARCEL: 195-07-29	TOTAL VALUE: 15,250.00
ZONING DISTRICT: R-3	TOTAL FEE: 45.00
	BALANCE: 0.00
CONTRACTOR: 2864 HMB CONSTRUCTION	PHONE: (843) 995-4118
6001 S KINGS HWY UNIT 6	

NOTES: REPAIR 4 POSTS. REPLACE DECK SOUTH SIDE OF POOL AND STEPS IN FRONT ENTRY.
- PLAN REVIEW

302884	813 17TH AVENUE NORTH	PLAN3	01/10/2013	01/10/2013	07/09/2013	
TYPE OF CONSTRUCTION: ADDITION PLAN REVIEW		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 25.00
TAX MAP PARCEL: 191-12-01-007	TOTAL VALUE: 8,000.00
ZONING DISTRICT: R-1	TOTAL FEE: 25.00
	BALANCE: 0.00
CONTRACTOR: 11275 BENJAMINS HOME SERVICES	PHONE: (843) 241-7037
4002 BIRCHWOOD ST	
N MYRTLEBEACH, SC 29582	

NOTES: BUILD 14'X27 SUNROOM

302885	22 SOUTH BEACH DRIVE	PLAN1	01/10/2013	01/15/2013	07/09/2013	
TYPE OF CONSTRUCTION: NEW RESIDENTIAL PLAN REV		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 701.10
TAX MAP PARCEL: 1950204011	TOTAL VALUE: 249,200.00
ZONING DISTRICT: PD	TOTAL FEE: 701.10
	BALANCE: 0.00
CONTRACTOR: 4882 CLK BUILDERS INC	PHONE: (843) 236-8007
195 PRATHER PARK DR	

NOTES: CONSTRUCT NEW SINGLE FAMILY HOME

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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302887	121 PINEWOOD DRIVE NORTH	RES	01/10/2013	01/10/2013	07/09/2013	
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TYPE OF CONSTRUCTION: REMODEL
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL PAID: 35.00
TAX MAP PARCEL: 195-04-11-049	TOTAL VALUE: 5,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 35.00
	BALANCE: 0.00
CONTRACTOR: 7608 DOGGETT CONCRETE INC.	PHONE: (704) 554-9200
1425 CRESSIDA DR	

NOTES: CLOSE IN EXISTING CARPORT UNDER HOUSE FOR A GARAGE.

302888	1015 16TH AVENUE EXT NORTH	RES	01/10/2013	01/10/2013	07/09/2013	
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TYPE OF CONSTRUCTION: GENERAL REPAIRS
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL PAID: 50.00
TAX MAP PARCEL: 191-12-27-025/2	TOTAL VALUE: 8,000.00
ZONING DISTRICT: C-1	TOTAL FEE: 50.00
	BALANCE: 0.00
CONTRACTOR: 11777 RICHARDSON JAMES	PHONE: (843) 957-1295
4868 PEACHTREE DR	

NOTES: REPLACE DAMAGED TRIM AND SIDING ON OUTSIDE OF BUILDING.

302889	114 14TH AVENUE NORTH	RES	01/10/2013	01/10/2013	07/09/2013	
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TYPE OF CONSTRUCTION: ROOF REPLACE OR REPAIR
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL PAID: 30.00
TAX MAP PARCEL: 191-16-21-014	TOTAL VALUE: 3,200.00
ZONING DISTRICT: R-3	TOTAL FEE: 30.00
	BALANCE: 0.00
CONTRACTOR: 14556 SWALLOWS DAVID	PHONE: (843) 602-1357
8116 SHADY GORVE RD	
MYRTLE BEACH, SC 29588	

NOTES: REPLACE ROOFING

302891	519 7TH AVENUE NORTH	TREE	01/11/2013	01/11/2013	07/10/2013	
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TYPE OF CONSTRUCTION: TREE REMOVAL
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER	TOTAL VALUE: 100.00
TAX MAP PARCEL: 191-16-14-006	TOTAL FEE: 0.00
ZONING DISTRICT: R-1	BALANCE: 0.00

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 3440 MASTERCARE CONTRACTING INC 3531 QUEENS HARBOUR BLVD			PHONE: (843) 215-3211		

NOTES: REMOVAL OF ONE DEAD TREE.

302892	413 17TH AVENUE NORTH	TREE	01/11/2013	01/11/2013	07/10/2013	
	TYPE OF CONSTRUCTION: TREE REMOVAL			OCCUPANCY GROUP: SINGLE FAMILY		
		STATUS: Issued				
	OWNER: OWNER			TOTAL PAID: 150.00		
	TAX MAP PARCEL: 191-12-02-005			TOTAL VALUE: 395.00		
	ZONING DISTRICT: R-1			TOTAL FEE: 150.00		
				BALANCE: 0.00		
	CONTRACTOR: 3440 MASTERCARE CONTRACTING INC 3531 QUEENS HARBOUR BLVD			PHONE: (843) 215-3211		

NOTES: REMOVAL OF 2 PROTECTED OAKS.

302893	310 LAKESIDE DRIVE A-D	TREE	01/11/2013	01/11/2013	07/10/2013	
	TYPE OF CONSTRUCTION: TREE REMOVAL			OCCUPANCY GROUP: 3 & 4 UNIT		
		STATUS: Issued				
	OWNER: OWNER			TOTAL PAID: 10.00		
	TAX MAP PARCEL: 194-04-02-013			TOTAL VALUE: 300.00		
	ZONING DISTRICT: R-3			TOTAL FEE: 10.00		
				BALANCE: 0.00		
	CONTRACTOR: 2018 ACADIA TREE & STUMP 710 PEPPERHILL CIR			PHONE: () 236-5696		

NOTES: REMOVING 1 PINE AND 1 CEDAR.

302894	103 HARBOR LIGHTS DRIVE	PLAN3	01/11/2013	01/11/2013	07/10/2013	
	TYPE OF CONSTRUCTION: ADDITION PLAN REVIEW			OCCUPANCY GROUP: SINGLE FAMILY		
		STATUS: Issued				
	OWNER: OWNER			TOTAL PAID: 22.50		
	TAX MAP PARCEL: 191-12-30-003			TOTAL VALUE: 6,500.00		
	ZONING DISTRICT: R-1			TOTAL FEE: 22.50		
				BALANCE: 0.00		
	CONTRACTOR: 944 RABON CONSTRUCTION 611 SANDY LN			PHONE: 843231220		

NOTES: PLAN REVIEW - COVERED REAR PORCH

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

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302895	1011 6TH AVENUE NORTH EXT	TREE	01/11/2013	01/11/2013	07/10/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 10.00			
TAX MAP PARCEL: 1911103048			TOTAL VALUE: 350.00			
ZONING DISTRICT: C-1			TOTAL FEE: 10.00			
			BALANCE: 0.00			
CONTRACTOR: 5167 TURNERS REPAIRS			PHONE: (843) 650-7674			
111 MISTY PINE DR						
NOTES: REMOVAL OF TWO GUM TREES.						

302896	1609 DOGWOOD DRIVE NORTH	RES	01/14/2013	01/15/2013	07/13/2013	
TYPE OF CONSTRUCTION: NEW (RESIDENTIAL)		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 1,082.70			
TAX MAP PARCEL: 192-09-03-023			TOTAL VALUE: 175,000.00			
ZONING DISTRICT: R-3			TOTAL FEE: 1,082.70			
			BALANCE: 0.00			
CONTRACTOR: 10914 NORTH BEACH BUILDERS LLC			PHONE: (843) 315-2533			
719 N BEACH BLVD						
NOTES: CONSTRUCTION OF A NEW SINGLE FAMILY HOME.						

302897	710 SURFSIDE DRIVE	RES	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: DECK		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 25.00			
TAX MAP PARCEL: 191-15-23-018			TOTAL VALUE: 2,500.00			
ZONING DISTRICT: R-2			TOTAL FEE: 25.00			
			BALANCE: 0.00			
CONTRACTOR: 7227 ALL AMERICAN HOME			PHONE: (843) 241-1575			
201 CAROPINE DR						
NOTES: REPLACE 12'X20' WOOD DECK WITH NEW MATERIAL						

302898	813 17TH AVENUE NORTH	RES	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: REMODEL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 20.00			
TAX MAP PARCEL: 191-12-01-007			TOTAL VALUE: 2,000.00			
ZONING DISTRICT: R-1			TOTAL FEE: 20.00			
			BALANCE: 0.00			

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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CONTRACTOR: 11275 BENJAMINS HOME SERVICES
 4002 BIRCHWOOD ST
 N MYRTLEBEACH, SC 29582
 PHONE: (843) 241-7037

NOTES: REPLACING OLD WINDOWS WITH NEW, REPLACING OLD DOOR WITH NEW WINDOW,
 REPLACING OLD WINDOW WITH NEW DOOR. (ALL DP50)

302899	512 10TH AVENUE SOUTH	PLAN5	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: REMODEL PLAN REVIEW		OCCUPANCY GROUP: SINGLE FAMILY		STATUS: Issued		

OWNER: OWNER	TOTAL PAID: 10.00
TAX MAP PARCEL: 195-03-23-010	TOTAL VALUE: 1,400.00
ZONING DISTRICT: R-1	TOTAL FEE: 10.00
	BALANCE: 0.00
CONTRACTOR: 10293 JOHNNY K'S HOME REPAIR LLC	PHONE: (843) 655-7158
7441 SPRINGSIDE DR	

NOTES: EXTENDING CURRENT DECK OUT 6FT. - PLAN REVIEW

302900	218 MELODY LANE A	PLAN7	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: STORMWATER PLAN REVIEW		OCCUPANCY GROUP: SINGLE FAMILY		STATUS: Issued		

OWNER: OWNER	TOTAL PAID: 350.00
TAX MAP PARCEL: 195-07-15-006	TOTAL VALUE: 200,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 350.00
	BALANCE: 0.00
CONTRACTOR: 9189 BUCHANAN CONSTRUCTION	PHONE: (843) 458-2676
317 WOODCREEK DR	

NOTES: NEW RESIDENTIAL HOME TO BE BUILT ON OWNERS LOT - STORMWATER PLAN
 REVIEWS.

302901	116 14TH AVENUE NORTH	POOL	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: POOL INSTALLATION		OCCUPANCY GROUP: SINGLE FAMILY		STATUS: Issued		

OWNER: OWNER	TOTAL PAID: 250.00
TAX MAP PARCEL: 191-16-21-013	TOTAL VALUE: 10,500.00
ZONING DISTRICT: R-3	TOTAL FEE: 250.00
	BALANCE: 0.00
CONTRACTOR: 7521 ATLANTIC BLUE POOL	PHONE: (843) 446-8864
5990 FORD TAYLOR RD.	
CONWAY, SC 29526	

NOTES: 10 X 20 POOL INSTALL

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302902	218 MELODY LANE A	PLAN1	01/14/2013	01/15/2013	07/13/2013	
TYPE OF CONSTRUCTION: NEW RESIDENTIAL PLAN REV OCCUPANCY GROUP: SINGLE FAMILY						
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 607.50
TAX MAP PARCEL: 195-07-15-006	TOTAL VALUE: 200,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 607.50
	BALANCE: 0.00
CONTRACTOR: 9189 BUCHANAN CONSTRUCTION	PHONE: (843) 458-2676
317 WOODCREEK DR	

NOTES: NEW RESIDENTIAL HOME - PLAN REVIEW

302903	817 OCEAN BOULEVARD SOUTH	RES	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: REMODEL OCCUPANCY GROUP: 5 OR + UNITS						
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 90.00
TAX MAP PARCEL: 195-07-29	TOTAL VALUE: 15,250.00
ZONING DISTRICT: R-3	TOTAL FEE: 90.00
	BALANCE: 0.00
CONTRACTOR: 2864 HMB CONSTRUCTION	PHONE: (843) 995-4118
6001 S KINGS HWY UNIT 6	

NOTES: REPAIR 12 POSTS. REPLACE DECK SOUTH SIDE OF POOL AND STEPS IN FRONT ENTRY.

302904	900 POPLAR DRIVE SOUTH	RES	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: REMODEL OCCUPANCY GROUP: SINGLE FAMILY						
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 280.00
TAX MAP PARCEL: 195-03-63-001	TOTAL VALUE: 55,000.00
ZONING DISTRICT: C-1	TOTAL FEE: 280.00
	BALANCE: 0.00
CONTRACTOR: 9940 COMPASS DESIGNS LLC	PHONE: (843) 455-2587
1311 YACHT DR	

NOTES: REMODEL INTERIOR, REPLACE WINDOWS AND MECHANICAL ITEMS

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

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302905	900 POPLAR DRIVE SOUTH	FINE	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: FINE		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 200.00			
TAX MAP PARCEL: 195-03-63-001			TOTAL VALUE: 200.00			
ZONING DISTRICT: C-1			TOTAL FEE: 200.00			
			BALANCE: 0.00			
CONTRACTOR: 9940 COMPASS DESIGNS LLC			PHONE: (843) 455-2587			
1311 YACHT DR						
NOTES: FINE - STARTING WORK WITHOUT A PERMIT						

302906	610 SANDY LANE	COM	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL:			TOTAL FEE: 0.00			
ZONING DISTRICT: C-1			BALANCE: 0.00			
CONTRACTOR: 959 PRUITT ELECTRICAL CO			PHONE: (843) 238-0113			
610 SANDY LN						
NOTES: REMOVING 1 DEAD TREE.						

302907	14 PINWOOD DRIVE NORTH	PLAN7	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: COMM STORMWTR PLAN REV		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 350.00			
TAX MAP PARCEL: 1950410103			TOTAL VALUE: 189,145.00			
ZONING DISTRICT: R-3			TOTAL FEE: 350.00			
			BALANCE: 0.00			
CONTRACTOR: 14558 BURGESS DAN			PHONE: (846) 458-3583			
6 RAIN TREE LN						
PAWLEYS ISLAND, SC 29585						
NOTES: STORMWATER PLAN - REVIEW						

302908	329 16TH AVENUE SOUTH	RES	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: ROOF REPLACE OR REPAIR		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 80.00			
TAX MAP PARCEL: 195-07-03-029			TOTAL VALUE: 14,000.00			
ZONING DISTRICT: R-3			TOTAL FEE: 80.00			
			BALANCE: 0.00			

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 9546 GIMBERT CONSTRUCTION SERVICES 205 DOUBLE EAGLE DR			PHONE: (843) 655-1419		

NOTES: REFINISH ROOF, INSTALL NEW SCREEN AND LATTICE & INSTALL NEW VINYL/FACIA METAL

302910	218 MELODY LANE B	PLAN1	01/14/2013	01/15/2013	07/13/2013	
TYPE OF CONSTRUCTION: NEW RESIDENTIAL PLAN REV OCCUPANCY GROUP: SINGLE FAMILY STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 607.50
TAX MAP PARCEL: 195-07-15-006	TOTAL VALUE: 200,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 607.50
	BALANCE: 0.00
CONTRACTOR: 9189 BUCHANAN CONSTRUCTION 317 WOODCREEK DR	PHONE: (843) 458-2676

NOTES: NEW RESIDENTIAL HOME - PLAN REVIEW

302911	218 MELODY LANE B	PLAN7	01/14/2013	01/14/2013	07/13/2013	
TYPE OF CONSTRUCTION: STORMWATER PLAN REVIEW OCCUPANCY GROUP: SINGLE FAMILY STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 350.00
TAX MAP PARCEL: 195-07-15-006	TOTAL VALUE: 200,000.00
ZONING DISTRICT: R-3	TOTAL FEE: 350.00
	BALANCE: 0.00
CONTRACTOR: 9189 BUCHANAN CONSTRUCTION 317 WOODCREEK DR	PHONE: (843) 458-2676

NOTES: NEW RESIDENTIAL STORM WATER - PLAN REVIEW

302913	613 7TH AVENUE NORTH	RES	01/14/2013	01/15/2013	07/13/2013	
TYPE OF CONSTRUCTION: REMODEL OCCUPANCY GROUP: SINGLE FAMILY STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 300.00
TAX MAP PARCEL: 191-16-49-012	TOTAL VALUE: 60,000.00
ZONING DISTRICT: R-1	TOTAL FEE: 300.00
	BALANCE: 0.00
CONTRACTOR: 14564 HENN DAVID 109 GERVAIS WAY PAWLEYS ISLAND, SC 29585	PHONE: (843) 458-4014

NOTES: RENOVATE & REMODEL MASTER BATH, REFINISH FLOORS IN MASTER BED, EXPAND MASTER CLOSET, RENOVATE GUEST BATH, REFLOOR GUEST BED (2), REPLACE 5 WINDOWS.

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

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<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302914	335 14TH AVENUE SOUTH	TREE	01/15/2013	01/15/2013	07/14/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 10.00				
TAX MAP PARCEL: 195-07-05-017		TOTAL VALUE: 300.00				
ZONING DISTRICT: R-2		TOTAL FEE: 10.00				
		BALANCE: 0.00				
CONTRACTOR: 3440 MASTERCARE CONTRACTING INC		PHONE: (843) 215-3211				
3531 QUEENS HARBOUR BLVD						
NOTES: REMOVING 2 TREES.						

302915	331 14TH AVENUE SOUTH	TREE	01/15/2013	01/15/2013	07/14/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 10.00				
TAX MAP PARCEL: 195-07-05-019		TOTAL VALUE: 0.00				
ZONING DISTRICT: R-2		TOTAL FEE: 10.00				
		BALANCE: 0.00				
CONTRACTOR: 3440 MASTERCARE CONTRACTING INC		PHONE: (843) 215-3211				
3531 QUEENS HARBOUR BLVD						
NOTES: 2 TREES REMOVED. 1 LARGE LIMB TRIMMED OVERHANGING HOME.						

302916	515 OCEAN BOULEVARD NORTH A	RES	01/15/2013	01/15/2013	07/14/2013	
TYPE OF CONSTRUCTION: PAINT		OCCUPANCY GROUP: 5 OR + UNITS				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 85.00				
TAX MAP PARCEL: 191-16-08-		TOTAL VALUE: 14,725.00				
ZONING DISTRICT: R-3		TOTAL FEE: 85.00				
		BALANCE: 0.00				
CONTRACTOR: 6825 RCB CONSTRUCTION CO INC		PHONE: (843) 455-8833				
117 ASHLEY RIVER RD						
NOTES: PAINT EXTERIOR						

TOWN OF SURFSIDE BEACH

FY 2012-2013

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302918	423 3RD AVENUE SOUTH	TREE	01/15/2013	01/15/2013	07/14/2013	
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TYPE OF CONSTRUCTION: TREE REMOVAL
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER
TAX MAP PARCEL: 195-03-41-011
ZONING DISTRICT: R-2

CONTRACTOR: 2018 ACADIA TREE & STUMP
710 PEPPERHILL CIR

TOTAL VALUE: 200.00
TOTAL FEE: 0.00
BALANCE: 0.00
PHONE: () 236-5696

NOTES: REMOVAL OF ONE (1) DEAD TREE IN FRONT YARD.

302919	635 HIGHWAY 17 SOUTH	COM	01/15/2013	01/15/2013	07/14/2013	
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TYPE OF CONSTRUCTION: ADDITION
OCCUPANCY GROUP: BUSINESS
STATUS: Issued

OWNER: OWNER
TAX MAP PARCEL: 191-15-09-024
ZONING DISTRICT: C-1

CONTRACTOR: 14537 DONEVANT JACKLYN J
3621 SUNFISH ST
MURRELLS INLET, SC 29576

TOTAL PAID: 360.00
TOTAL VALUE: 75,000.00
TOTAL FEE: 360.00
BALANCE: 0.00
PHONE: (843) 385-7972

NOTES: CONSTRUCTION OF 59.7' X 46' STRUCTURE.

302920	635 HIGHWAY 17 SOUTH	COM	01/15/2013	01/15/2013	07/14/2013	
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TYPE OF CONSTRUCTION: STORMWATER MANAGEMENT
OCCUPANCY GROUP: BUSINESS
STATUS: Issued

OWNER: OWNER
TAX MAP PARCEL: 191-15-09-024
ZONING DISTRICT: C-1

CONTRACTOR: 14537 DONEVANT JACKLYN J
3621 SUNFISH ST
MURRELLS INLET, SC 29576

TOTAL PAID: 900.00
TOTAL VALUE: 75,000.00
TOTAL FEE: 900.00
BALANCE: 0.00
PHONE: (843) 385-7972

NOTES: STORMWATER MANAGEMENT

302925	710 HOLLYWOOD DRIVE NORTH	RES	01/16/2013	01/16/2013	07/15/2013	
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TYPE OF CONSTRUCTION: REMODEL
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER
TAX MAP PARCEL: 191-16-48-005
ZONING DISTRICT: R-1

TOTAL PAID: 60.00
TOTAL VALUE: 10,000.00
TOTAL FEE: 60.00
BALANCE: 0.00

TOWN OF SURFSIDE BEACH

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	CONTRACTOR: 14277 TRAIL WILLIAM 521 7TH AVE N SURFSIDE BEACH, SC 29575			PHONE:		
	NOTES: EXPAND DECK AND MOVE INTERIOR WALL MOVE WASHER AND DRYER AND RELOCATE SOME PLUMBING FIXTURES.					

302926	665 HIGHWAY 17 SOUTH C	SAFETY	01/16/2013	01/16/2013	07/15/2013	
	TYPE OF CONSTRUCTION: SAFETY INSPECTION		OCCUPANCY GROUP: BUSINESS			
		STATUS: Issued				
	OWNER: OWNER		TOTAL PAID: 40.00			
	TAX MAP PARCEL: 195-03-64-007		TOTAL VALUE: 0.00			
	ZONING DISTRICT: C-1		TOTAL FEE: 40.00			
			BALANCE: 0.00			
	CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE		PHONE:			
	NOTES: SAFETY INSPECTION FOR SALON.					

302927	1020 HICKORY DRIVE	TREE	01/16/2013	01/16/2013	07/15/2013	
	TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				
	OWNER: OWNER		TOTAL PAID: 5.00			
	TAX MAP PARCEL: 195-03-11-011		TOTAL VALUE: 150.00			
	ZONING DISTRICT: R-2		TOTAL FEE: 5.00			
			BALANCE: 0.00			
	CONTRACTOR: 3440 MASTERCARE CONTRACTING INC		PHONE: (843) 215-3211			
	3531 QUEENS HARBOUR BLVD					
	NOTES: REMOVAL OF ONE (1) TREE BESIDE A/C UNIT					

302928	333 14TH AVENUE SOUTH	TREE	01/16/2013	01/16/2013	07/15/2013	
	TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				
	OWNER: OWNER		TOTAL PAID: 20.00			
	TAX MAP PARCEL: 195-07-05-019		TOTAL VALUE: 750.00			
	ZONING DISTRICT: R-2		TOTAL FEE: 20.00			
			BALANCE: 0.00			
	CONTRACTOR: 3440 MASTERCARE CONTRACTING INC		PHONE: (843) 215-3211			
	3531 QUEENS HARBOUR BLVD					
	NOTES: OKAY TO REMOVE 4 PINES.					

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

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302929	813 OCEAN BOULEVARD SOUTH	COM	01/16/2013	01/16/2013	07/15/2013	01/29/2013

TYPE OF CONSTRUCTION: ELECTRICAL

OCCUPANCY GROUP: 5 OR + UNITS

STATUS: Issued

OWNER: OWNER
 TAX MAP PARCEL: 195-07-29-006
 ZONING DISTRICT: R-3

TOTAL PAID: 100.00
 TOTAL VALUE: 8,000.00
 TOTAL FEE: 100.00
 BALANCE: 0.00

CONTRACTOR: 959 PRUITT ELECTRICAL CO
 610 SANDY LN

PHONE: (843) 238-0113

NOTES: CHANGE OUT METER.

302930	115 HIGHWAY 17 NORTH	TOWN	01/16/2013	01/16/2013	07/15/2013	
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TYPE OF CONSTRUCTION: ELECTRICAL

OCCUPANCY GROUP: TOWN PROPERTY

STATUS: Issued

OWNER: OWNER
 TAX MAP PARCEL: 191-15-14-002
 ZONING DISTRICT: C-1

TOTAL VALUE: 800.00
 TOTAL FEE: 0.00
 BALANCE: 0.00

CONTRACTOR: 959 PRUITT ELECTRICAL CO
 610 SANDY LN

PHONE: (843) 238-0113

NOTES: INSTALLING GFI RECEPTICLE IN MINI KITCHEN.

302931	900 POPLAR DRIVE SOUTH	RES	01/16/2013	01/16/2013	07/15/2013	
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TYPE OF CONSTRUCTION: MECHANICAL

OCCUPANCY GROUP: SINGLE FAMILY

STATUS: Issued

OWNER: OWNER
 TAX MAP PARCEL: 195-03-63-001
 ZONING DISTRICT: C-1

TOTAL PAID: 55.00
 TOTAL VALUE: 3,000.00
 TOTAL FEE: 55.00
 BALANCE: 0.00

CONTRACTOR: 31 CLEAN AIR MECHANICAL
 714 POPLAR DR S-B

PHONE: (843) 450-9238

NOTES: INSTALL NEW AIR HANDLER, INSTALL NEW RETURN SUPPLY AIR DUCTS.

302932	110 OAK DRIVE SOUTH	TREE	01/16/2013	01/16/2013	07/15/2013	
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TYPE OF CONSTRUCTION: TREE REMOVAL

OCCUPANCY GROUP: SINGLE FAMILY

STATUS: Issued

OWNER: OWNER
 TAX MAP PARCEL: 195-04-08-035
 ZONING DISTRICT: R-3

TOTAL PAID: 5.00
 TOTAL VALUE: 600.00
 TOTAL FEE: 5.00
 BALANCE: 0.00

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 1947 SINGLETON'S TREE SERVICE 322 FAIRWOOD TERRACE			PHONE: (843) 333-5021		

NOTES: REMOVAL OF 1 OAK (LOCATED WITHIN 10' OF HOME)

302933	315 OAK DRIVE NORTH	PLN10	01/16/2013	01/16/2013	07/15/2013	
	TYPE OF CONSTRUCTION: ACCESSORY PLAN REVIEW		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				
	OWNER: OWNER		TOTAL PAID: 15.00			
	TAX MAP PARCEL: 191-16-28-006		TOTAL VALUE: 3,500.00			
	ZONING DISTRICT: R-2		TOTAL FEE: 15.00			
			BALANCE: 0.00			
	CONTRACTOR: 8661 THD AT-HOME SERVICES INC 3200 COBB GALLERIA PKWY		PHONE: (770) 779-1423			

NOTES: CONSTRUCT 12' X 16' STORAGE BUILDING - PLAN REVIEW

302934	423 3RD AVENUE SOUTH	TREE0	01/16/2013	01/16/2013	07/15/2013	01/16/2013
	TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				
	OWNER: OWNER		TOTAL VALUE: 0.00			
	TAX MAP PARCEL: 195-03-41-011		TOTAL FEE: 0.00			
	ZONING DISTRICT: R-2		BALANCE: 0.00			

NO CONTRACTOR SPECIFIED

NOTES: TREE INSPECTION

302935	712 5TH AVENUE NORTH	TREE0	01/16/2013	01/16/2013	07/15/2013	01/16/2013
	TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				
	OWNER: OWNER		TOTAL VALUE: 0.00			
	TAX MAP PARCEL: 191-16-62-006		TOTAL FEE: 0.00			
	ZONING DISTRICT: R-1		BALANCE: 0.00			

NO CONTRACTOR SPECIFIED

NOTES: TREE INSPECTION

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302936	620 16TH AVENUE SOUTH	TREE0	01/16/2013	01/16/2013	07/15/2013	01/16/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 195-07-02-005		TOTAL FEE: 0.00				
ZONING DISTRICT: R-2		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302938	627 PINE DRIVE	TREE0	01/16/2013	01/16/2013	07/15/2013	01/16/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 1911533006		TOTAL FEE: 0.00				
ZONING DISTRICT: R-2		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302939	614 HOLLYWOOD DRIVE NORTH	TREE0	01/16/2013	01/08/2013	07/15/2013	01/08/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 1911649009		TOTAL FEE: 0.00				
ZONING DISTRICT: R-1		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302940	519 7TH AVENUE NORTH	TREE0	01/16/2013	01/08/2013	07/15/2013	01/08/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 191-16-14-006		TOTAL FEE: 0.00				
ZONING DISTRICT: R-1		BALANCE: 0.00				
CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE		PHONE:				
NOTES: TREE INSPECTION						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302941	212 13TH AVENUE NORTH	TREE0	01/16/2013	01/08/2013	07/15/2013	01/08/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 191-16-22-006		TOTAL FEE: 0.00				
ZONING DISTRICT: R-1		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						
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302942	413 17TH AVENUE NORTH	TREE0	01/16/2013	01/08/2013	07/15/2013	01/08/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 191-12-02-005		TOTAL FEE: 0.00				
ZONING DISTRICT: R-1		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						
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302943	333 14TH AVENUE SOUTH	TREE0	01/16/2013	01/09/2013	07/15/2013	01/09/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 195-07-05-019		TOTAL FEE: 0.00				
ZONING DISTRICT: R-2		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						
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302944	712 MELODY LANE	TREE0	01/16/2013	01/09/2013	07/15/2013	01/09/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 195-02-01-007		TOTAL FEE: 0.00				
ZONING DISTRICT: C-1		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302945	415 HIGHWAY 17 NORTH	COM	01/16/2013	01/16/2013	07/15/2013	
TYPE OF CONSTRUCTION: ELECTRICAL		OCCUPANCY GROUP: RESTAURANT				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 55.00			
TAX MAP PARCEL: 191-15-16-008			TOTAL VALUE: 2,500.00			
ZONING DISTRICT: C-1			TOTAL FEE: 55.00			
			BALANCE: 0.00			
CONTRACTOR: 3713 BOOG ELECTRIC INC			PHONE: (843) 455-2842			
748 INDIAN WOOD LN						
MYRTLE BEACH, SC 29588						
NOTES: UPDATING ELECTRICAL SERVICE - STAYING AT 320						

302946	710 CEDAR DRIVE NORTH	TREE0	01/16/2013	01/11/2013	07/15/2013	01/11/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL: 191-16-59-012			TOTAL FEE: 0.00			
ZONING DISTRICT: R-1			BALANCE: 0.00			
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302947	310 LAKESIDE DRIVE A-D	TREE0	01/16/2013	01/11/2013	07/15/2013	01/11/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: 3 & 4 UNIT				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL: 194-04-02-013			TOTAL FEE: 0.00			
ZONING DISTRICT: R-3			BALANCE: 0.00			
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302948	610 SANDY LANE	TREE0	01/16/2013	01/11/2013	07/15/2013	01/11/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL:			TOTAL FEE: 0.00			
ZONING DISTRICT: C-1			BALANCE: 0.00			
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302949	423 3RD AVENUE SOUTH	TREE	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 100.00			
TAX MAP PARCEL: 195-03-41-011			TOTAL FEE: 0.00			
ZONING DISTRICT: R-2			BALANCE: 0.00			
CONTRACTOR: 2018 ACADIA TREE & STUMP			PHONE: () 236-5696			
710 PEPPERHILL CIR						
NOTES: REMOVING 1 DEAD TREE.						

302950	620 16TH AVENUE SOUTH	TREE	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL: 195-07-02-005			TOTAL FEE: 0.00			
ZONING DISTRICT: R-2			BALANCE: 0.00			
CONTRACTOR: 2018 ACADIA TREE & STUMP			PHONE: () 236-5696			
710 PEPPERHILL CIR						
NOTES: REMOVAL OF PINES FROM LOT. NEED ABORIST TO LOOK AT THE OTHER TREES TO DETERMINE IF THEY ARE ALIVE.						

302951	120 HIGHWAY 17 NORTH	OPEN	01/17/2013	01/17/2013	01/22/2013	
TYPE OF CONSTRUCTION: OPEN DISPLAY OF MDSE		OCCUPANCY GROUP: RETAIL				
STATUS: Issued						
OWNER: BURKES OUTLET STORES LLC #549			TOTAL PAID: 25.00			
TAX MAP PARCEL: 191-15-06-002			TOTAL VALUE: 0.00			
ZONING DISTRICT: C-1			TOTAL FEE: 25.00			
			BALANCE: 0.00			
CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE			PHONE:			
NOTES: SIDEWALK SALE: 17TH - 21ST						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302952	423 3RD AVENUE SOUTH	RES	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: GENERAL REPAIRS		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 40.00			
TAX MAP PARCEL: 195-03-41-011			TOTAL VALUE: 6,000.00			
ZONING DISTRICT: R-2			TOTAL FEE: 40.00			
			BALANCE: 0.00			
CONTRACTOR: 3879 MERRITT CONSTRUCTION CO. 976 GRACE DR			PHONE: (843) 397-7943			
NOTES: REPAIRING FACIA						

302953	813 17TH AVENUE NORTH	RES	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: GENERAL REPAIRS		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 25.00			
TAX MAP PARCEL: 191-12-01-007			TOTAL VALUE: 3,000.00			
ZONING DISTRICT: R-1			TOTAL FEE: 25.00			
			BALANCE: 0.00			
CONTRACTOR: 11275 BENJAMINS HOME SERVICES 4002 BIRCHWOOD ST N MYRTLEBEACH, SC 29582			PHONE: (843) 241-7037			
NOTES: RAISING DECK TO HOME FLOOR LEVEL (22' X 8') WITH 3 STEPS/RAILING.						

302954	900 POPLAR DRIVE SOUTH	RES	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: RENOVATION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 92.50			
TAX MAP PARCEL: 195-03-63-001			TOTAL VALUE: 7,500.00			
ZONING DISTRICT: C-1			TOTAL FEE: 92.50			
			BALANCE: 0.00			
CONTRACTOR: 10626 ALLSTATE SERVICES INC 1015 5TH AVE NW STE D & E			PHONE: (843) 215-5335			
NOTES: REPLUMB HOUSE - 15 PLUMBING FIXTURES + 3 HOSE						

302955	618 16TH AVENUE SOUTH	TREE	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL VALUE: 0.00			
TAX MAP PARCEL: 195-07-02-005			TOTAL FEE: 10.00			
ZONING DISTRICT: R-2			BALANCE: 10.00			

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 2018 ACADIA TREE & STUMP 710 PEPPERHILL CIR			PHONE: () 236-5696		

NOTES: REMOVAL OF 2 PINES AND 1 DEAD TREE

302956	313 3RD AVENUE NORTH B	RES	01/17/2013	01/17/2013	07/16/2013	
	TYPE OF CONSTRUCTION: ROOF REPLACE OR REPAIR		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				

OWNER: OWNER
TAX MAP PARCEL: 1811030013
ZONING DISTRICT: R-3

TOTAL PAID: 30.00
TOTAL VALUE: 3,900.00
TOTAL FEE: 30.00
BALANCE: 0.00

CONTRACTOR: 7028 BARTH HERBERT L
411 39TH AVENUE N

PHONE: (843) 626-8502

NOTES: REMOVE AND REPLACE ROOF SHINGLES.

302957	519 5TH AVENUE SOUTH	TREE0	01/17/2013	01/17/2013	07/16/2013	01/17/2013
	TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				

OWNER: OWNER
TAX MAP PARCEL: 195-03-30-007
ZONING DISTRICT: R-2

TOTAL VALUE: 0.00
TOTAL FEE: 0.00
BALANCE: 0.00

NO CONTRACTOR SPECIFIED

NOTES: TREE INSPECTION

302958	333 14TH AVENUE SOUTH	TREE	01/17/2013	01/16/2013	07/16/2013	
	TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				

OWNER: OWNER
TAX MAP PARCEL: 195-07-05-019
ZONING DISTRICT: R-2

TOTAL PAID: 5.00
TOTAL VALUE: 0.00
TOTAL FEE: 5.00
BALANCE: 0.00

CONTRACTOR: 3440 MASTERCARE CONTRACTING INC
3531 QUEENS HARBOUR BLVD

PHONE: (843) 215-3211

NOTES: REMOVAL OF 1 TREE

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302959	423 3RD AVENUE SOUTH	TREE0	01/17/2013	01/17/2013	07/16/2013	01/17/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 195-03-41-011		TOTAL FEE: 0.00				
ZONING DISTRICT: R-2		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302960	211 HIGHWAY 17 NORTH	TSIGN	01/17/2013	01/17/2013	01/27/2013	
TYPE OF CONSTRUCTION: TEMPORARY SIGN		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 25.00				
TAX MAP PARCEL: 191-15-15-001		TOTAL VALUE: 0.00				
ZONING DISTRICT: C-1		TOTAL FEE: 25.00				
BALANCE: 0.00						
NO CONTRACTOR SPECIFIED						
NOTES: TEMPORARY SIGN - FEB 4TH - 13TH						

302961	127 HARBOR LIGHTS DRIVE	RES	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: ADDITION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 35.00				
TAX MAP PARCEL: 191-12-30-015		TOTAL VALUE: 4,500.00				
ZONING DISTRICT: R-1		TOTAL FEE: 35.00				
BALANCE: 0.00						
CONTRACTOR: 11129 CHILDERS JIMMY		PHONE: (843) 283-1606				
461 FREEDOM CIR						
NOTES: ADD 12'X18'6" DECK AT REAR OF HOME						

302962	1014 DOGWOOD DRIVE NORTH	PLAN3	01/17/2013	01/17/2013	07/16/2013	
TYPE OF CONSTRUCTION: ADDITION PLAN REVIEW		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 12.50				
TAX MAP PARCEL: 191-16-23-031		TOTAL VALUE: 2,800.00				
ZONING DISTRICT: R-1		TOTAL FEE: 12.50				
BALANCE: 0.00						
NO CONTRACTOR SPECIFIED						
NOTES: CONSTRUCTION OF A WIDOW'S WALK - PLAN REVIEW						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302963	112 MYRTLE DRIVE NORTH TYPE OF CONSTRUCTION: TREE INSPECTION	TREE0	01/17/2013	01/17/2013	07/16/2013	01/17/2013
OWNER: OWNER TAX MAP PARCEL: 191-16-38-002 ZONING DISTRICT: R-2		OCCUPANCY GROUP: SINGLE FAMILY STATUS: Issued				
NO CONTRACTOR SPECIFIED		TOTAL VALUE: 0.00 TOTAL FEE: 0.00 BALANCE: 0.00				
NOTES: TREE INSPECTION						
302964	115 MYRTLE DRIVE NORTH TYPE OF CONSTRUCTION: TREE INSPECTION	TREE0	01/17/2013	01/17/2013	07/16/2013	01/17/2013
OWNER: OWNER TAX MAP PARCEL: 191-16-35-006 ZONING DISTRICT: R-2		OCCUPANCY GROUP: SINGLE FAMILY STATUS: Issued				
NO CONTRACTOR SPECIFIED		TOTAL VALUE: 0.00 TOTAL FEE: 0.00 BALANCE: 0.00				
NOTES: TREE INSPECTION						
302965	103 HARBOR LIGHTS DRIVE TYPE OF CONSTRUCTION: ADDITION	RES	01/18/2013	01/18/2013	07/17/2013	
OWNER: OWNER TAX MAP PARCEL: 191-12-30-003 ZONING DISTRICT: R-1		OCCUPANCY GROUP: SINGLE FAMILY STATUS: Issued				
CONTRACTOR: 944 RABON CONSTRUCTION 611 SANDY LN		TOTAL PAID: 45.00 TOTAL VALUE: 6,500.00 TOTAL FEE: 45.00 BALANCE: 0.00 PHONE: 843231220				
NOTES: COVER REAR PATIO.						
302966	1014 DOGWOOD DRIVE NORTH TYPE OF CONSTRUCTION: ADDITION	RES	01/18/2013	01/18/2013	07/17/2013	
OWNER: OWNER TAX MAP PARCEL: 191-16-23-031 ZONING DISTRICT: R-1		OCCUPANCY GROUP: SINGLE FAMILY STATUS: Issued				
CONTRACTOR: 10134 FOX CHASE BUILDERS LLC 1010 DOGWOOD DR N		TOTAL PAID: 25.00 TOTAL VALUE: 2,800.00 TOTAL FEE: 25.00 BALANCE: 0.00 PHONE: (843) 233-9090				

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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NOTES: WIDOWS WALK AND SPIRAL STAIRWAY.

302967	11 CEDAR DRIVE NORTH	RES	01/18/2013	01/18/2013	07/17/2013	
	TYPE OF CONSTRUCTION: ELECTRICAL		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				

OWNER: OWNER
 TAX MAP PARCEL: 191-15-32-010
 ZONING DISTRICT: R-2

TOTAL VALUE: 500.00
 TOTAL FEE: 0.00
 BALANCE: 0.00
 PHONE: (843) 238-0113

CONTRACTOR: 959 PRUITT ELECTRICAL CO
 610 SANDY LN

NOTES: INSTALLING THREE RECEPTICLES IN BATH GFI, LIVING ROOM, DEN. - EMPLOYEE WORK

302968	811 MYRTLE DRIVE NORTH	PLAN3	01/18/2013	01/18/2013	07/17/2013	
	TYPE OF CONSTRUCTION: ADDITION PLAN REVIEW		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				

OWNER: OWNER
 TAX MAP PARCEL: 191-16-25-006
 ZONING DISTRICT: R-1

TOTAL PAID: 25.00
 TOTAL VALUE: 8,000.00
 TOTAL FEE: 25.00
 BALANCE: 0.00

CONTRACTOR: 11505 BEYOND CONTRACTING INC
 2414 HUNTERS TRAIL

PHONE: (843) 407-3053

NOTES: ENCLOSING EXISTING UNDER PORCH FOR STORAGE - PLAN REVIEW

302969	811 8TH AVENUE SOUTH D	RES	01/18/2013	01/18/2013	07/17/2013	
	TYPE OF CONSTRUCTION: ELECTRICAL		OCCUPANCY GROUP: SINGLE FAMILY			
		STATUS: Issued				

OWNER: OWNER
 TAX MAP PARCEL: 195-03-63-006
 ZONING DISTRICT: C-1

TOTAL PAID: 47.50
 TOTAL VALUE: 1,200.00
 TOTAL FEE: 47.50
 BALANCE: 0.00

CONTRACTOR: 7403 J FUCCELLA ELECTRIC
 6536 DEVONSHIRE LN

PHONE: (843) 215-4413

NOTES: INSTALL 6 2X4 LAYING LIGHTS
 INSTALLING 3 20 AMP DIRECT LINES

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302970	815 WILLOW DRIVE SOUTH	TREE0	01/18/2013	01/18/2013	07/17/2013	01/18/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 195-03-43-002		TOTAL FEE: 0.00				
ZONING DISTRICT: R-1		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302971	520 HIGHWAY 17 SOUTH	COM	01/18/2013	01/18/2013	07/17/2013	
TYPE OF CONSTRUCTION: ELECTRICAL		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 20.00				
TAX MAP PARCEL: 191-15-07-026		TOTAL VALUE: 40.00				
ZONING DISTRICT: C-2		TOTAL FEE: 20.00				
		BALANCE: 0.00				
CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE		PHONE:				
NOTES: ADDING 10 ELECTRICAL RECEPTICLES.						

302972	617 13TH AVENUE SOUTH #126	TREE0	01/18/2013	01/18/2013	07/17/2013	01/18/2013
TYPE OF CONSTRUCTION: TREE INSPECTION		OCCUPANCY GROUP: 5 OR + UNITS				
STATUS: Issued						
OWNER: OWNER		TOTAL VALUE: 0.00				
TAX MAP PARCEL: 195-03-59-		TOTAL FEE: 0.00				
ZONING DISTRICT: PD		BALANCE: 0.00				
NO CONTRACTOR SPECIFIED						
NOTES: TREE INSPECTION						

302973	617 13TH AVENUE SOUTH #126	TREE	01/18/2013	01/18/2013	07/17/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 5.00				
TAX MAP PARCEL: 195-03-59-		TOTAL VALUE: 425.00				
ZONING DISTRICT: PD		TOTAL FEE: 5.00				
		BALANCE: 0.00				
CONTRACTOR: 11768 MR D'S TREES AND LANDSCAPING SEI		PHONE: (843) 340-2492				
418 WALLINGFORD CIR						

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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NOTES: REMOVAL OF ONE (1) PINE.

302974	820 PINE DRIVE	RES	01/22/2013	01/22/2013	07/21/2013	
TYPE OF CONSTRUCTION: REMODEL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						

OWNER: OWNER
 TAX MAP PARCEL: 191-15-15-002
 ZONING DISTRICT: C-1

TOTAL PAID: 40.00
 TOTAL VALUE: 5,302.00
 TOTAL FEE: 40.00
 BALANCE: 0.00

CONTRACTOR: 6933 OCEAN BREEZE AWNINGS INC
 739 SANDY LN

PHONE: (843) 238-4798

NOTES: ALUMINUM SCREEN ROOM ENCLOSURE ON EXISTING DECK 2ND FLOOR ATTACHED TO HOME. ALTERATION SCREEN IN BOTTOM EXISTING PORCH.

302976	999 HIGHWAY 17 SOUTH	GRADE	01/22/2013	01/22/2013	07/21/2013	
TYPE OF CONSTRUCTION: GRADE, LANDSCAPE, IRRIG		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						

OWNER: OWNER
 TAX MAP PARCEL: 195-03-62-001
 ZONING DISTRICT: C-1

TOTAL PAID: 50.00
 TOTAL VALUE: 8,000.00
 TOTAL FEE: 50.00
 BALANCE: 0.00

CONTRACTOR: 1233 DONNIE H STEWART INC
 2428 HWY 17 S BUSINESS

PHONE: (843) 651-3434

NOTES: CUT OUT CONCRETE FOR LANDSCAPE PLANTERS.
 INSTALL 6' HIGH CHAINLINK FENCE WITH PRIVACY SCREEN.
 CHECK ELECTRICAL AND PLUMBING EXISTING IN BUILDING.

302977	714 MELODY LANE	RES	01/22/2013	01/22/2013	07/21/2013	
TYPE OF CONSTRUCTION: ELECTRICAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						

OWNER: OWNER
 TAX MAP PARCEL: 195-02-01-006
 ZONING DISTRICT: C-1

TOTAL PAID: 77.50
 TOTAL VALUE: 5,775.00
 TOTAL FEE: 77.50
 BALANCE: 0.00

CONTRACTOR: 9367 AMERICAN RESIDENTIAL SERVICES LL
 1221 HARBORTOWN DR

PHONE: (843) 566-7200

NOTES: REPLACE EXISTING HEATING/AIR UNIT.

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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302979	423 3RD AVENUE SOUTH	TREE	01/22/2013	01/22/2013	07/21/2013	
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TYPE OF CONSTRUCTION: TREE REMOVAL
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER
TAX MAP PARCEL: 195-03-41-011
ZONING DISTRICT: R-2

CONTRACTOR: 2018 ACADIA TREE & STUMP
710 PEPPERHILL CIR

TOTAL VALUE: 200.00
TOTAL FEE: 0.00
BALANCE: 0.00
PHONE: () 236-5696

NOTES: REMOVAL OF 1 DEAD TREE IN BACK OF STRUCTURE - CHECK ZONING TO MAKE SURE ENOUGH TREES ARE ON THE LOT AFTER REMOVAL.

302980	812 OCEAN BOULEVARD SOUTH	RES	01/22/2013	01/22/2013	07/21/2013	
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TYPE OF CONSTRUCTION: GENERAL REPAIRS
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER
TAX MAP PARCEL: 195-03-49-004
ZONING DISTRICT: R-3

CONTRACTOR: 2864 HMB CONSTRUCTION
6001 S KINGS HWY UNIT 6

TOTAL PAID: 340.00
TOTAL VALUE: 70,000.00
TOTAL FEE: 340.00
BALANCE: 0.00
PHONE: (843) 995-4118

NOTES: REPLACE SIDING ON WEST SIDE OF BUILDING.
REPLACE CARPET ON WEST SIDE OF BUILDING.

302981	103 HARBOR LIGHTS DRIVE	RES	01/22/2013	01/22/2013	07/21/2013	
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TYPE OF CONSTRUCTION: GENERAL REPAIRS
OCCUPANCY GROUP: SINGLE FAMILY
STATUS: Issued

OWNER: OWNER
TAX MAP PARCEL: 191-12-30-003
ZONING DISTRICT: R-1

CONTRACTOR: 3822 H & S OIL CO
1922 HIGHMARKET ST

TOTAL PAID: 15.00
TOTAL VALUE: 1,000.00
TOTAL FEE: 15.00
BALANCE: 0.00
PHONE: (843) 546-9020

NOTES: RUN AND CONNECT GAS LINES FOR NATURAL GAS INSTALLATION

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302982	813 17TH AVENUE NORTH	RES	01/22/2013	01/22/2013	07/21/2013	
TYPE OF CONSTRUCTION: REMODEL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 20.00				
TAX MAP PARCEL: 191-12-01-007		TOTAL VALUE: 2,000.00				
ZONING DISTRICT: R-1		TOTAL FEE: 20.00				
		BALANCE: 0.00				
CONTRACTOR: 11275 BENJAMINS HOME SERVICES		PHONE: (843) 241-7037				
4002 BIRCHWOOD ST						
N MYRTLEBEACH, SC 29582						
NOTES: EXTEND GARAGE OUT 6' AND INCREASE OPENING SIZE.						
NEW DOOR INSTALLED BY "OVERHEAD GARAGE DOOR"						

302983	780 HIGHWAY 17 SOUTH E	SAFETY	01/23/2013	01/23/2013	07/22/2013	
TYPE OF CONSTRUCTION: SAFETY INSPECTION		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 40.00				
TAX MAP PARCEL: 195-03-66-005		TOTAL VALUE: 0.00				
ZONING DISTRICT: C-1		TOTAL FEE: 40.00				
		BALANCE: 0.00				
CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE		PHONE:				
NOTES: SAFETY INSPECTION						

302984	713 4TH AVENUE SOUTH A-B	TREE	01/23/2013	01/23/2013	07/22/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: DUPLEX				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 20.00				
TAX MAP PARCEL: 191-15-26-002		TOTAL VALUE: 100.00				
ZONING DISTRICT: R-2		TOTAL FEE: 20.00				
		BALANCE: 0.00				
CONTRACTOR: 1237 MEADOWS LAWN & HOME SERVICE		PHONE: (843) 293-6135				
602 GEDDINGS DR						
NOTES: REMOVAL OF 2 DEAD TREES, 3 PINES & 1 GUM						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302985	900 POPLAR DRIVE SOUTH	RES	01/23/2013	01/23/2013	07/22/2013	
TYPE OF CONSTRUCTION: ELECTRICAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 77.50				
TAX MAP PARCEL: 195-03-63-001		TOTAL VALUE: 6,000.00				
ZONING DISTRICT: C-1		TOTAL FEE: 77.50				
		BALANCE: 0.00				
CONTRACTOR: 8809 CAROLINA ELECTRIC AND LIGHTING		PHONE: (843) 457-1001				
1076 TURNTABLE RD						
NOTES: UPGRADE ELECTRICAL BRACH CIRCUITS THROUGHOUT COMPLETE WITH NEW SERVICE						

302986	999 HIGHWAY 17 SOUTH	SAFETY	01/23/2013	01/23/2013	07/22/2013	
TYPE OF CONSTRUCTION: SAFETY INSPECTION		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 40.00				
TAX MAP PARCEL: 195-03-62-001		TOTAL VALUE: 0.00				
ZONING DISTRICT: C-1		TOTAL FEE: 40.00				
		BALANCE: 0.00				
CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE		PHONE:				
NOTES: SAFETY INSPECTION						

302987	813 17TH AVENUE NORTH	RES	01/23/2013	01/23/2013	07/22/2013	
TYPE OF CONSTRUCTION: ADDITION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER		TOTAL PAID: 170.10				
TAX MAP PARCEL: 191-12-01-007		TOTAL VALUE: 8,000.00				
ZONING DISTRICT: R-1		TOTAL FEE: 170.10				
		BALANCE: 0.00				
CONTRACTOR: 11275 BENJAMINS HOME SERVICES		PHONE: (843) 241-7037				
4002 BIRCHWOOD ST						
N MYRTLEBEACH, SC 29582						
NOTES: CONSTRUCTION OF A 14' X 27' SUNROOM ON CYNDERBOCK FOUNDATION, ROOF, WINDOWS, EXIT DOOR, STAIRS AND INSTALL ONE (1) EXIT DOOR FROM HOUSE TO NEW SUNROOM.						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302989	1250 HIGHWAY 17 NORTH	COM	01/23/2013	01/23/2013	07/22/2013	
TYPE OF CONSTRUCTION: ADDITION		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 42.00			
TAX MAP PARCEL: 191-15-16-008			TOTAL VALUE: 0.00			
ZONING DISTRICT: C-1			TOTAL FEE: 42.00			
			BALANCE: 0.00			
CONTRACTOR: 7912 INTEGRITY ONE LLC			PHONE: (843) 241-4759			
1589 HEATHMUIR DR						
NOTES: EXTEND FRONT ENTRANCE 4 FEET. STAYING UNDER ROOF LINE						

302990	315 OAK DRIVE NORTH	RES	01/23/2013	01/23/2013	07/22/2013	
TYPE OF CONSTRUCTION: ACCESSORY BUILDING / USE		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 86.40			
TAX MAP PARCEL: 191-16-28-006			TOTAL VALUE: 3,500.00			
ZONING DISTRICT: R-2			TOTAL FEE: 86.40			
			BALANCE: 0.00			
CONTRACTOR: 8661 THD AT-HOME SERVICES INC			PHONE: (770) 779-1423			
3200 COBB GALLERIA PKWY						
NOTES: CONSTRUCT GROUND LEVEL STORAGE SHED - 12' X 16'						

302991	815 WILLOW DRIVE SOUTH	TREE	01/24/2013	01/24/2013	07/23/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 15.00			
TAX MAP PARCEL: 195-03-43-002			TOTAL VALUE: 450.00			
ZONING DISTRICT: R-1			TOTAL FEE: 15.00			
			BALANCE: 0.00			
CONTRACTOR: 3440 MASTERCARE CONTRACTING INC			PHONE: (843) 215-3211			
3531 QUEENS HARBOUR BLVD						
NOTES: REMOVE 3 PINES - MARKED WITH BLACK PAINT (WAS APPROVED TO REMOVE 4 - ONLY TAKING 3 DOWN)						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
302992	1028 OCEAN BOULEVARD NORTH	RES	01/24/2013	01/24/2013	07/23/2013	
TYPE OF CONSTRUCTION: GENERAL REPAIRS		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 60.00			
TAX MAP PARCEL: 191-16-18-013			TOTAL VALUE: 9,500.00			
ZONING DISTRICT: PD			TOTAL FEE: 60.00			
			BALANCE: 0.00			
CONTRACTOR: 9209 CAROLINA CARPENTRY & REMODELIN 872 FOLLY RD			PHONE: (843) 293-6899			
NOTES: INSTALLING HARDI LAP SIDING ON HOUSE.						

302995	1609 DOGWOOD DRIVE NORTH	TREE	01/25/2013	01/25/2013	07/24/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 15.00			
TAX MAP PARCEL: 192-09-03-023			TOTAL VALUE: 500.00			
ZONING DISTRICT: R-3			TOTAL FEE: 15.00			
			BALANCE: 0.00			
CONTRACTOR: 10914 NORTH BEACH BUILDERS LLC 719 N BEACH BLVD			PHONE: (843) 315-2533			
NOTES: REMOVING 3 TREES - LETTER FROM OWNER GIVING PERMISSION TO REMOVE THE 1 ON THEIR SIDE IN FILE.						

302996	120 PINWOOD DRIVE NORTH	PLAN5	01/25/2013	01/25/2013	07/24/2013	
TYPE OF CONSTRUCTION: REMODEL PLAN REVIEW		OCCUPANCY GROUP: 5 OR + UNITS				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 112.50			
TAX MAP PARCEL: 195-04-11-031			TOTAL VALUE: 20,000.00			
ZONING DISTRICT: R-3			TOTAL FEE: 112.50			
			BALANCE: 0.00			
CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE			PHONE:			
NOTES: REMODEL INCLUDING STRUCTURAL, ELECTRICAL AND FINISH - PLAN REVIEW						

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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302997	820 SURFSIDE DRIVE	SAFETY	01/25/2013	01/25/2013	07/24/2013	
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TYPE OF CONSTRUCTION: SAFETY INSPECTION OCCUPANCY GROUP: BUSINESS

STATUS: Issued

OWNER: OWNER

TAX MAP PARCEL: 191-15-13-004

ZONING DISTRICT: C-2

TOTAL PAID: 40.00

TOTAL VALUE: 0.00

TOTAL FEE: 40.00

BALANCE: 0.00

CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE

PHONE:

NOTES: SAFETY INSPECTION

302998	612 OCEAN BOULEVARD SOUTH	RES	01/25/2013	01/25/2013	07/24/2013	
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TYPE OF CONSTRUCTION: GENERAL REPAIRS OCCUPANCY GROUP: 5 OR + UNITS

STATUS: Issued

OWNER: OWNER

TAX MAP PARCEL: 195-03-54

ZONING DISTRICT: R-3

TOTAL PAID: 60.00

TOTAL VALUE: 9,500.00

TOTAL FEE: 60.00

BALANCE: 0.00

CONTRACTOR: 14318 PUGIA WILLIAM F

PHONE: (843) 997-2905

AMERICAN HOME WORKS

NOTES: COSMETIC WOOD REPLACEMENT OF ROTTEN OR SPLIT WOOD, INSIDE BALCONIES AND COMMON WALKWAYS - DOOR JAMS, ETC.

302999	610 OCEAN BOULEVARD SOUTH	RES	01/25/2013	01/25/2013	07/24/2013	
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TYPE OF CONSTRUCTION: GENERAL REPAIRS OCCUPANCY GROUP: 5 OR + UNITS

STATUS: Issued

OWNER: OWNER

TAX MAP PARCEL:

ZONING DISTRICT:

TOTAL PAID: 60.00

TOTAL VALUE: 9,500.00

TOTAL FEE: 60.00

BALANCE: 0.00

CONTRACTOR: 14318 PUGIA WILLIAM F

PHONE: (843) 997-2905

AMERICAN HOME WORKS

NOTES: COSMETIC WOOD REPLACEMENT OF ROTTEN OR SPLIT WOOD, INSIDE BALCONIES AND COMMON WALKWAYS - DOOR JAMS, ETC.

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
303000	1116 OCEAN BOULEVARD SOUTH A	RES	01/25/2013	01/25/2013	07/24/2013	
TYPE OF CONSTRUCTION: DECK		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 25.00			
TAX MAP PARCEL: 195-07-21-022			TOTAL VALUE: 2,450.00			
ZONING DISTRICT: R-3			TOTAL FEE: 25.00			
			BALANCE: 0.00			
CONTRACTOR: 14582 MOORE BRENT RANDALL			PHONE: (843) 360-0912			
304 SUNNEHANNA DR						
MYRTLE BEACH, SC 29588						
NOTES: RELOCATE REAR FENCE LINE OUT 5' FROM EXISTING LOCATION - SET NEW POSTS IN CONCRETE; REBUILD FENCE TO MATCH EXISTING - FRAME FOR DECK AT GRADE LEVEL - INSTALL NEW DECKING BOARDS.						

303001	515 OCEAN BOULEVARD NORTH A	RES	01/28/2013	01/28/2013	07/27/2013	
TYPE OF CONSTRUCTION: GENERAL REPAIRS		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 25.00			
TAX MAP PARCEL: 191-16-08-			TOTAL VALUE: 2,728.00			
ZONING DISTRICT: R-3			TOTAL FEE: 25.00			
			BALANCE: 0.00			
CONTRACTOR: 6825 RCB CONSTRUCTION CO INC			PHONE: (843) 455-8833			
117 ASHLEY RIVER RD						
NOTES: INSTALLATION OF NEW WINDOW REPLACEMENTS UNITS 102A ; 304-A (DP-50)						

303002	515 OCEAN BOULEVARD NORTH B	RES	01/28/2013	01/28/2013	07/27/2013	
TYPE OF CONSTRUCTION: GENERAL REPAIRS		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 90.00			
TAX MAP PARCEL: 191-16-08-			TOTAL VALUE: 15,174.00			
ZONING DISTRICT: R-3			TOTAL FEE: 90.00			
			BALANCE: 0.00			
CONTRACTOR: 6825 RCB CONSTRUCTION CO INC			PHONE: (843) 455-8833			
117 ASHLEY RIVER RD						
NOTES: INSTALLATION OF NEW SLIDER DOORS AND WINDOW REPLACEMENTS. UNITS 201-B; 305-B; 204-B (DP-50)						

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
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303004	119 9TH AVENUE NORTH A	RES	01/28/2013	01/28/2013	07/27/2013	
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TYPE OF CONSTRUCTION: GENERAL REPAIRS OCCUPANCY GROUP: SINGLE FAMILY

STATUS: Issued

OWNER: OWNER	TOTAL PAID: 25.00
TAX MAP PARCEL: 191-16-16-007	TOTAL VALUE: 2,150.00
ZONING DISTRICT: R-3	TOTAL FEE: 25.00
	BALANCE: 0.00
CONTRACTOR: 10569 HARRAHS HOME IMPROVEMENTS	PHONE: (843) 294-5566
1803 BRAEWOOD CT	

NOTES: INSTALLING VINYL ON UNDERNEATH OF STILT OVERHANG

303005	310 HOLLYWOOD DRIVE SOUTH	PLAN3	01/28/2013	01/28/2013	07/27/2013	
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TYPE OF CONSTRUCTION: ADDITION PLAN REVIEW OCCUPANCY GROUP: SINGLE FAMILY

STATUS: Issued

OWNER: OWNER	TOTAL PAID: 15.00
TAX MAP PARCEL: 195-03-21-002	TOTAL VALUE: 4,000.00
ZONING DISTRICT: R-2	TOTAL FEE: 15.00
	BALANCE: 0.00
CONTRACTOR: 6015 COBB CONCRETE CONSTRUCTION INC	PHONE: (843) 458-4184
513 KING CHARLES CIR	

NOTES: SCREENED IN PORCH - PLAN REVIEW

303007	319 HIGHWAY 17 NORTH B	SAFETY	01/28/2013	01/28/2013	07/27/2013	
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TYPE OF CONSTRUCTION: SAFETY INSPECTION OCCUPANCY GROUP: BUSINESS

STATUS: Issued

OWNER: OWNER	TOTAL PAID: 40.00
TAX MAP PARCEL: 191-15-16-006	TOTAL VALUE: 0.00
ZONING DISTRICT: C-1	TOTAL FEE: 40.00
	BALANCE: 0.00
CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE	PHONE:

NOTES: SAFETY INSPECTION

303008	11 OCEAN BOULEVARD SOUTH B	TOWN	01/28/2013	01/28/2013	07/27/2013	
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TYPE OF CONSTRUCTION: PIER,DOCK,BULKHD,WALKOV OCCUPANCY GROUP: TOWN PROPERTY

STATUS: Issued

OWNER: OWNER	TOTAL VALUE: 107,953.00
TAX MAP PARCEL: 195-04-09-001	TOTAL FEE: 0.00
ZONING DISTRICT: C-3	BALANCE: 0.00

TOWN OF SURFSIDE BEACH
 PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 14583 F E BAIDEN & ASSOCIATES LLC 801 SEABOARD ST MYRTLE BEACH, SC 29577			PHONE: (843) 458-9359		
NOTES: PROVIDING HANDICAP RAMP AND A DECK EXPANSION						

303009	119 13TH AVENUE SOUTH	RES	01/28/2013	01/28/2013	07/27/2013	
	TYPE OF CONSTRUCTION: GENERAL REPAIRS			OCCUPANCY GROUP: SINGLE FAMILY		
		STATUS: Issued				
	OWNER: OWNER			TOTAL PAID: 30.00		
	TAX MAP PARCEL: 195-07-19-011			TOTAL VALUE: 3,100.00		
	ZONING DISTRICT: R-3			TOTAL FEE: 30.00		
				BALANCE: 0.00		
	CONTRACTOR: 5167 TURNERS REPAIRS 111 MISTY PINE DR			PHONE: (843) 650-7674		
NOTES: INSTALL NEW SOFFIT AND FACIA BOARDS ON EXISTING BEAMS OUTSIDE OF HOUSE. -GOOD ON SUBSTANTIAL IMPROVEMENT 50%						

303010	105 HARBOR LIGHTS DRIVE	RES	01/28/2013	01/28/2013	07/27/2013	
	TYPE OF CONSTRUCTION: DECK			OCCUPANCY GROUP: SINGLE FAMILY		
		STATUS: Issued				
	OWNER: OWNER			TOTAL PAID: 50.00		
	TAX MAP PARCEL: 191-12-30-004			TOTAL VALUE: 0.00		
	ZONING DISTRICT: R-1			TOTAL FEE: 50.00		
				BALANCE: 0.00		
	CONTRACTOR: 14368 J & M BEACH CONSTRUCTION 125 HARBOR LIGHTS DR SURFSIDE BEACH, SC 29575			PHONE: (843) 685-9323		
NOTES: CONSTRUCT A NEW DECK BEHIND RESIDENCE. 455 SQUARE FEET						

303011	520 HIGHWAY 17 SOUTH	SIGN	01/28/2013	01/28/2013	07/27/2013	
	TYPE OF CONSTRUCTION: SIGN INSTALLATION			OCCUPANCY GROUP: BUSINESS		
		STATUS: Issued				
	OWNER: OWNER			TOTAL PAID: 35.00		
	TAX MAP PARCEL: 191-15-07-026			TOTAL VALUE: 4,464.00		
	ZONING DISTRICT: C-2			TOTAL FEE: 35.00		
				BALANCE: 0.00		
	CONTRACTOR: 3007 SEABOARD SIGNS & ENGINEERING INC 4320 WACCCAMAW BLVD MB			PHONE: (843) 236-8010		
NOTES: NEW PLASTIC FACD L.E.D. CHANNEL LETTER/LOG ON RACEWAYS. VINYL FOR EXISTING TENANT PANELS						

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
303012	811 MYRTLE DRIVE NORTH	RES	01/29/2013	01/29/2013	07/28/2013	
TYPE OF CONSTRUCTION: ADDITION		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 50.00			
TAX MAP PARCEL: 191-16-25-006			TOTAL VALUE: 8,000.00			
ZONING DISTRICT: R-1			TOTAL FEE: 50.00			
			BALANCE: 0.00			
CONTRACTOR: 11505 BEYOND CONTRACTING INC			PHONE: (843) 407-3053			
2414 HUNTERS TRAIL						
NOTES: ENCLOSING EXISTING UNDER PORCH FOR STORAGE.						

303013	21 MYRTLE DRIVE SOUTH	TREE	01/29/2013	01/29/2013	07/28/2013	
TYPE OF CONSTRUCTION: TREE REMOVAL		OCCUPANCY GROUP: SINGLE FAMILY				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 10.00			
TAX MAP PARCEL: 195-04-01-068			TOTAL VALUE: 300.00			
ZONING DISTRICT: PD			TOTAL FEE: 10.00			
			BALANCE: 0.00			
CONTRACTOR: 2018 ACADIA TREE & STUMP			PHONE: () 236-5696			
710 PEPPERHILL CIR						
NOTES: REMOVING 2 GUM TREES.						

303014	680 SANDY LANE A	PLAN6	01/29/2013	01/29/2013	07/28/2013	
TYPE OF CONSTRUCTION: SIGN PLAN REVIEW		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 7.50			
TAX MAP PARCEL: 191-15-08-009			TOTAL VALUE: 500.00			
ZONING DISTRICT: C-1			TOTAL FEE: 7.50			
			BALANCE: 0.00			
CONTRACTOR: 11215 GRAND STRAND SIGNS LLC			PHONE: (843) 808-1291			
680 SANDY LN-A						
NOTES: SIGN PLAN REVIEW						

303015	680 SANDY LANE B	PLAN6	01/29/2013	01/29/2013	07/28/2013	
TYPE OF CONSTRUCTION: SIGN PLAN REVIEW		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						
OWNER: OWNER			TOTAL PAID: 7.50			
TAX MAP PARCEL: 191-15-08-009			TOTAL VALUE: 500.00			
ZONING DISTRICT: C-1			TOTAL FEE: 7.50			
			BALANCE: 0.00			

TOWN OF SURFSIDE BEACH

FY 2012-2013

PERMIT REPORT BY PERMIT NUMBER

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
	CONTRACTOR: 11215 GRAND STRAND SIGNS LLC 680 SANDY LN-A					PHONE: (843) 808-1291

NOTES: SIGN PLAN REVIEW

303016	1012 10TH AVENUE NORTH	RES	01/29/2013	01/29/2013	07/28/2013	
	TYPE OF CONSTRUCTION: PAINT					OCCUPANCY GROUP: SINGLE FAMILY
						STATUS: Issued
	OWNER: OWNER					TOTAL PAID: 30.00
	TAX MAP PARCEL: 191-12-09-012					TOTAL VALUE: 3,500.00
	ZONING DISTRICT: R-1					TOTAL FEE: 30.00
						BALANCE: 0.00
	CONTRACTOR: 11082 SEACOAST DEVELOPMENT OF THE CA 812 POPLAR DR S-12					PHONE: (843) 238-9463

NOTES: PAINTING EXTERIOR/REPAIR WINDOW TRIM IN 3 AREAS

303017	520 HIGHWAY 17 SOUTH	SAFETY	01/29/2013	01/29/2013	07/28/2013	
	TYPE OF CONSTRUCTION: SAFETY INSPECTION					OCCUPANCY GROUP: BUSINESS
						STATUS: Issued
	OWNER: OWNER					TOTAL PAID: 40.00
	TAX MAP PARCEL: 191-15-07-026					TOTAL VALUE: 0.00
	ZONING DISTRICT: C-2					TOTAL FEE: 40.00
						BALANCE: 0.00
	CONTRACTOR: 6823 OWNER OF PROPERTY/STRUCTURE					PHONE:

NOTES: SAFETY INSPECTION - AM AS EARLY AS POSSIBLE, PLEASE.

303018	712 MELODY LANE	TREE	01/30/2013	01/30/2013	07/29/2013	
	TYPE OF CONSTRUCTION: TREE REMOVAL					OCCUPANCY GROUP: SINGLE FAMILY
						STATUS: Issued
	OWNER: OWNER					TOTAL PAID: 15.00
	TAX MAP PARCEL: 195-02-01-007					TOTAL VALUE: 350.00
	ZONING DISTRICT: C-1					TOTAL FEE: 15.00
						BALANCE: 0.00
	CONTRACTOR: 5167 TURNERS REPAIRS 111 MISTY PINE DR					PHONE: (843) 650-7674

NOTES: REMOVE 1 GUM & 2 OAKS

TOWN OF SURFSIDE BEACH

PERMIT REPORT BY PERMIT NUMBER

FY 2012-2013

<u>PERMIT NO</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>	<u>DATE APPLIED</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>DATE COMPLETED</u>
303019	999 HIGHWAY 17 SOUTH	SIGN	01/30/2013	01/30/2013	07/29/2013	
TYPE OF CONSTRUCTION: SIGN INSTALLATION		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 20.00
TAX MAP PARCEL: 195-03-62-001	TOTAL VALUE: 2,000.00
ZONING DISTRICT: C-1	TOTAL FEE: 20.00
	BALANCE: 0.00
CONTRACTOR: 1233 DONNIE H STEWART INC	PHONE: (843) 651-3434
2428 HWY 17 S BUSINESS	

NOTES: INSTALL ENCLOSED COPY OF SIGN - (5'6" X 5'6" X 6')

303020	315 LAKESIDE DRIVE A	RES	01/30/2013	01/30/2013	07/29/2013	
TYPE OF CONSTRUCTION: MECHANICAL		OCCUPANCY GROUP: 3 & 4 UNIT				
STATUS: Issued						

OWNER: OWNER	TOTAL PAID: 70.00
TAX MAP PARCEL: 195-04-02-017	TOTAL VALUE: 4,487.00
ZONING DISTRICT: R-3	TOTAL FEE: 70.00
	BALANCE: 0.00
CONTRACTOR: 26 CAROLINA COOL INC	PHONE: (843) 238-5805
1294 SURFSIDE IND PARK	

NOTES: REMOVE EXISTING HEAT PUMP SYSTEM. INSTALL NEW 2.5 TON SPLIT HEAT PUMP SYSTEM IN SAME LOCATION. CONDESER ON 3 FOOT STAND.

303025	1014 10TH AVENUE NORTH	RES	01/30/2013	01/30/2013	07/29/2013	
TYPE OF CONSTRUCTION: MECHANICAL		OCCUPANCY GROUP: BUSINESS				
STATUS: Issued						

OWNER:	TOTAL VALUE: 0.00
TAX MAP PARCEL: 191-12-09-013	TOTAL FEE: 0.00
ZONING DISTRICT:	BALANCE: 0.00

NO CONTRACTOR SPECIFIED

NOTES:

TOTAL NUMBER OF PERMITS:	147
TOTAL VALUATION:	2,345,057.00
TOTAL FEES CHARGED:	11,667.30

TOWN OF SURFSIDE BEACH
 PERMIT ACTIVITY REPORT

FY 2012-2013
 FOR THE MONTH ENDING 01/30/2013

VALUE: 0 TO 2147,483,647

	-- NUMBER OF PERMITS --			--- VALUE OF CONSTRUCTION ---		
	<u>MTD</u>	<u>YTD</u>	<u>PRIOR YTD</u>	<u>MTD</u>	<u>YTD</u>	<u>PRIOR YTD</u>
<u>ACCESSORY BUILDING / USE</u>						
<u>AWNING</u>						
<u>ZONING-BANNER</u>						
<u>BZA APPEAL</u>						
<u>CODE VIOLATION</u>						
<u>COMMERCIAL</u>						
5 OR + UNITS	1	1	0	8,000	8,000	0
BUSINESS	5	5	3	150,040	150,040	6,500
RESTAURANT	2	2	0	32,500	32,500	0
COMMERCIAL TOTAL:	<u>8</u>	<u>8</u>	<u>3</u>	<u>190,540</u>	<u>190,540</u>	<u>6,500</u>
<u>COMPLAINT</u>						
<u>CONSULTATION</u>						
<u>COPIES OF DOCUMENTS</u>						
<u>COUNTY PROPERTY</u>						
<u>ZONING-DEMOLITION</u>						
TOWN PROPERTY	0	0	1	0	0	500
ZONING-DEMOLITION TOTAL:	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>500</u>
<u>ZONING-DRIVE, SIDE, CURB</u>						
SINGLE FAMILY	0	0	2	0	0	3,500
ZONING-DRIVE, SIDE, CURB TOTAL:	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>3,500</u>
<u>ZONING-FENCE INSTALLATION</u>						
<u>FINE</u>						
SINGLE FAMILY	1	1	0	200	200	0
FINE TOTAL:	<u>1</u>	<u>1</u>	<u>0</u>	<u>200</u>	<u>200</u>	<u>0</u>
<u>FIRE PROTECTION SYSTEMS</u>						
<u>ZONING-GRD/LANDSCP/IRRIG</u>						
BUSINESS	1	1	0	8,000	8,000	0
ZONING-GRD/LANDSCP/IRRIG TOTAL:	<u>1</u>	<u>1</u>	<u>0</u>	<u>8,000</u>	<u>8,000</u>	<u>0</u>
<u>PIER/DOCK/BULKHD/WALKOVR</u>						
<u>ZONING-MOVE STRUCTURE</u>						
<u>ZONING-OPEN DISPLAY</u>						
RETAIL	1	1	0	0	0	0
ZONING-OPEN DISPLAY TOTAL:	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>ZONING-PARKING LOT</u>						

TOWN OF SURFSIDE BEACH
 PERMIT ACTIVITY REPORT

FY 2012-2013
 FOR THE MONTH ENDING 01/30/2013

VALUE: 0 TO 2147,483,647

	-- NUMBER OF PERMITS --			--- VALUE OF CONSTRUCTION ---		
	MTD	YTD	PRIOR YTD	MTD	YTD	PRIOR YTD
<u>NEW RESIDENTIAL PLAN REV.</u>						
SINGLE FAMILY	3	3	0	649,200	649,200	0
NEW RESIDENTIAL PLAN REV. TOTAL:	3	3	0	649,200	649,200	0
<u>NEW COMMERCIAL PLAN REV.</u>						
<u>ADDITION PLAN REVIEW</u>						
SINGLE FAMILY	5	5	0	29,300	29,300	0
ADDITION PLAN REVIEW TOTAL:	5	5	0	29,300	29,300	0
<u>POOL PLAN REVIEW</u>						
<u>REMODEL PLAN REVIEW</u>						
SINGLE FAMILY	2	2	1	6,400	6,400	0
5 OR + UNITS	2	2	0	35,250	35,250	0
REMODEL PLAN REVIEW TOTAL:	4	4	1	41,650	41,650	0
<u>SIGN PLAN REVIEW</u>						
BUSINESS	2	2	0	1,000	1,000	0
SIGN PLAN REVIEW TOTAL:	2	2	0	1,000	1,000	0
<u>STORMWTR PLAN-RESIDENTIAL</u>						
SINGLE FAMILY	3	3	0	589,145	589,145	0
STORMWTR PLAN-RESIDENTIAL TOTAL:	3	3	0	589,145	589,145	0
<u>STORMWTR PLAN-COM(NOT NP)</u>						
<u>STORMWTR PLAN-COM.(NPDES)</u>						
<u>ACCESSORY PLAN REVIEW</u>						
SINGLE FAMILY	2	2	0	6,000	6,000	0
ACCESSORY PLAN REVIEW TOTAL:	2	2	0	6,000	6,000	0
<u>PLAN REVIEW EL,PLUMB,MECH</u>						
MOTEL/HOTEL	0	0	1	0	0	0
PLAN REVIEW EL,PLUMB,MECH TOTAL:	0	0	1	0	0	0
<u>POOL INSTALLATION</u>						
SINGLE FAMILY	5	5	0	94,000	94,000	0
POOL INSTALLATION TOTAL:	5	5	0	94,000	94,000	0
<u>REINSPECTION FEE</u>						
<u>REMOVE SIGN</u>						
<u>RESIDENTIAL</u>						
5 OR + UNITS	6	6	1	50,975	50,975	3,000

TOWN OF SURFSIDE BEACH
 PERMIT ACTIVITY REPORT

FY 2012-2013
 FOR THE MONTH ENDING 01/30/2013

VALUE: 0 TO 2147,483,647

	-- NUMBER OF PERMITS --			--- VALUE OF CONSTRUCTION ---		
	MTD	YTD	PRIOR YTD	MTD	YTD	PRIOR YTD
3 & 4 UNIT	1	1	2	4,487	4,487	21,200
BUSINESS	1	1	0	0	0	0
SINGLE FAMILY	45	45	22	556,973	556,973	271,949
RESIDENTIAL TOTAL:	53	53	25	612,435	612,435	296,149
<u>SAFETY INSPECTION</u>						
BUSINESS	6	6	5	0	0	0
RESTAURANT	0	0	1	0	0	0
SAFETY INSPECTION TOTAL:	6	6	6	0	0	0
<u>ZONING-SIGN</u>						
RESTAURANT	0	0	1	0	0	200
BUSINESS	2	2	5	6,464	6,464	4,025
ZONING-SIGN TOTAL:	2	2	6	6,464	6,464	4,225
<u>STOP WORK ORDER</u>						
DUPLEX	1	1	0	0	0	0
SINGLE FAMILY	1	1	0	0	0	0
STOP WORK ORDER TOTAL:	2	2	0	0	0	0
<u>STORMWATER MANAGEMENT</u>						
SINGLE FAMILY	0	0	1	0	0	0
STORMWATER MANAGEMENT TOTAL	0	0	1	0	0	0
<u>ZONING-MINOR SUBDIVISION</u>						
<u>TEMP CERT OF ZONING COMP</u>						
<u>ZONING-TENT</u>						
<u>TOWN</u>						
TOWN PROPERTY	4	4	3	111,153	111,153	0
TOWN TOTAL:	4	4	3	111,153	111,153	0
<u>ZONING-TREE REMOVAL</u>						
3 & 4 UNIT	1	1	0	300	300	0
SINGLE FAMILY	21	21	8	5,220	5,220	3,725
DUPLEX	1	1	0	100	100	0
BUSINESS	1	1	0	350	350	0
ZONING-TREE REMOVAL TOTAL:	24	24	8	5,970	5,970	3,725
<u>TREE INSPECTIONS</u>						

TOWN OF SURFSIDE BEACH
 PERMIT ACTIVITY REPORT

FY 2012-2013
 FOR THE MONTH ENDING 01/30/2013

VALUE: 0 TO 2147,483,647

	-- NUMBER OF PERMITS --			--- VALUE OF CONSTRUCTION ---		
	MTD	YTD	PRIOR YTD	MTD	YTD	PRIOR YTD
3 & 4 UNIT	1	1	0	0	0	0
5 OR + UNITS	1	1	0	0	0	0
BUSINESS	1	1	0	0	0	0
SINGLE FAMILY	16	16	0	0	0	0
TREE INSPECTIONS TOTAL:	19	19	0	0	0	0
<u>ZONING-TEMP, SPECIAL, PORTABLE SIGN</u>						
BUSINESS	1	1	0	0	0	0
ZONING-TEMP, SPECIAL, PORTABLE SI	1	1	0	0	0	0
<u>BUS LIC UPDATE</u>						
<u>SIGN/BANNER/FLAG/MERCHAND</u>						
BUSINESS	1	1	0	0	0	0
SIGN/BANNER/FLAG/MERCHAND TOT	1	1	0	0	0	0
<u>DERELICT VEHICLE WARNING</u>						
<u>PROPERTY MAINT WARNING</u>						
<u>ADDITION</u>						
<u>ELECTRICAL</u>						
<u>GENERAL REPAIRS</u>						
<u>MECHANICAL</u>						
<u>MISCELLANEOUS</u>						
<u>NEW CONST-RESIDENTIAL</u>						
<u>OWNER REPAIRS</u>						
<u>PAINT</u>						
<u>REMODEL</u>						
<u>RENOVATION</u>						
<u>ROOF</u>						
<u>MINOR SUBDIVISON</u>						
<u>PROTECTED/SPECIMEN TREE</u>						
<u>ZONING/BIKE WEEK VENDOR</u>						
<u>ZONING/BIKE WEEK TENT</u>						
<u>ZONING/BIKE WEEK BANNER</u>						
<u>ZONING</u>						
TOTAL ALL:	147	147	57	2,345,057	2,345,057	314,599



SURFSIDE BEACH POLICE DEPARTMENT

811 Pine Drive
Surfside Beach, SC 29575

Monthly Activity Report JAN 2013 (01 JAN to 29 JAN 2013) *Prepared by CPT Arron B. Miller*

INTRODUCTION:

A review of the January 2013 statistics show there was an increase in Calls For Service (CFS's) when compared to the same reporting period in January 2012. This represents a 3% increase. Likewise, a review of arrest statistics indicates an increase of 25% in January 2013 when compared to the same period in 2012. Due to the deadline being before the end of the month the actual reporting period for January 2013 is the 1st through 29th.

As always, these numbers have been provided for your review in detail in the Workload/Performance tables provided with this report.

PERSONNEL ACTIONS:

SBPD initiated no disciplinary actions during this reporting period. We did not receive any formal complaints against employees.

The hiring processes for both Police Officer and Communication Officer have closed. Our process attracted a great deal of interest in the department, resulting in identification of several eligible applicants in both fields.

We have made a conditional offer of employment to a candidate for the position of Communications Officer. This candidate will fill the vacancy created by Nicole Solorzano. As we noted in a previous report, Nicole successfully applied for and was offered a position in Uniform Patrol.

HIGH RISK LAW ENFORCEMENT ACTIVITIES:

SBPD officers did not conduct any vehicle or foot pursuits during this reporting period.

SBPD officers used a reportable level of force on four (4) occasions during this reporting period (standard handcuffing, escort holds, etc. do not require additional reporting beyond our Uniform Crime Report – see the following table for a summary). The uses of force resulted in

only 1 instance of injury, involving minor lacerations sustained as a result of handcuffing a resisting suspect.

SBPD - HIGH RISK LAW ENFORCEMENT ACTIVITIES (NOV 2012 Reporting Period)						
DATE	ACTIVITY TYPE	OFFENSE	OFFICERS	ARREST	INJURIES	PROP. DAMAGE
13 JAN	Use of Force	DUI / Resisting Arrest	Amundsen / Ziolkowski / Brode	Yes	Minor	None
Officers stopped the defendant after she reportedly left the scene of a private property accident in Horry County jurisdiction. Officers subsequently decided to arrest the defendant for DUI. As officers attempted to handcuff the defendant, she resisted their efforts and Officers used minimal force to take her into custody. The defendant obtained minor scrapes/cuts to her wrists as a result of her struggle against handcuffing efforts.						
14 JAN	Use of Force	Wanted Fugitive / Property Damage	King	Yes	None	None
CPL King was on patrol following a report of a disturbance. As he arrived in the area, he walked the area on foot patrol and heard noise from a nearby residence. He responded and saw a male subject jump a fence and run. CPL King searched the area and found the defendant hiding in a backyard. The defendant was hidden in the dark and refused orders to get up and show his hands. CPL King pointed and presented his duty weapon at the defendant and was able to detain him. The defendant was wanted by 2 jurisdictions on outstanding warrants and had damaged a private fence while fleeing.						
14 JAN	Use of Force	Trespassing / Resisting Arrest with Assault / PDC	Brode / Ziolkowski	Yes	None	None
Officers responded to a local bar for a report of a disorderly female patrol. Officers arrived and located the female. Officers attempted to get the female to step outside to talk but she refused and began to argue with other patrons. Officers attempted to place her under arrest but she resisted and dropped to the floor to avoid arrest. Officers used minimal force to pick her up, handcuff her, and carry her outside. While being handcuffed, the female kicked Officer Ziolkowski in the leg. The defendant continued to resist, kicking the door of the patrol car from the inside, bending it.						
18 JAN	Use of Force	DUI / Resisting Arrest	King / Ridgeway	Yes	None	None
Officers attempted to arrest the defendant for DUI. The defendant resisting efforts by officers to handcuff her. Officers used minimal force to take her into custody.						

TRAINING:

As you are all aware, our own Rodney Keziah was accepted into the FBI's National Academy. We are all proud of his acceptance and although we look forward to his return, we know he is getting a chance to train in and with a very prestigious group of law enforcement officials from around the world.

As always, officers maintained their Class 1 Law Enforcement licenses and continue to receive and participate in mandated training.

Officer Robert Walker attended a seminar for evidence and property technicians in Rock Hill, SC on 23-24 Jan 2013. Officer Walker serves as both our Prisoner Transportation Officer and the primary Evidence/Property Custodian.

CPL Brian Clark and OFC Steve Brode will be attending a First Line Supervisors class, hosted at the North Myrtle Beach Department of Public Safety. This training, coordinated through the South Carolina Criminal Justice Academy, is designed for new and up-coming supervisors. Training such as this helps to reduce liability and to provide better supervisors for our staff.

WORKLOAD / PERFORMANCE:

The monthly report is accompanied by our newly revised Monthly Activity Report (along with the report from the same period last year). This newly revised report format has been designed to give an even more detailed look at our workload, especially CFS's. Staff has worked to reduce the number of calls previously listed/classified as "other", breaking them into specific categories. We hope this affords a better look at what we do on a daily basis.

Also included are the statistics for the USMS Fugitive Task Force, Criminal Investigative Division, and warnings issued. You will note that the report for the USMS Fugitive Task Force shows a decrease in activity. This is as a result of SGT Travis Bailey being assigned to work closely with Uniform Patrol during Interim-Chief Keziah's absence.

Officers issued 76 warnings in lieu of Uniform Traffic Tickets or to record vehicles stopped for non-traffic related reasons (these warnings are not reflected in our database totals).

NOTABLE EVENTS / INFORMATION:

No media releases were published during this reporting period.

On 20 January, 2013 one of our Communications Officers took a call from a citizen. The citizen wanted to say "thank you" for assistance she received from SGT Donnie Sliker. SGT Sliker helped her with a lock out, for which she was very appreciative.

Staff is at work with year-end audits. Pursuant to SBPD policy, annual audits are performed of our use of force reports, vehicle pursuit reports, training records, and the evidence and property system. These audits are not only required by policy, they enable us to recognize trends and respond, where necessary, with training, safety, policy, and equipment changes.

CPT Arron Miller continues to work on both the State Accreditation process and the overhaul of the department's policies and orders. This process is anticipated to continue over the following months.

The department has begun the initial steps to develop the newly approved patrol canine program. Arrangements are being made to have the dog evaluated by local handlers/instructors, enabling us to move the program forward. We are appreciative of the support of the Town Council and look forward to updating you as this program evolves.

SGT Travis Bailey is continuing work on both the Citizen Academy and TEAP programs. We believe both these programs will be of great benefit to the town and its residents. These types of efforts will help us expand on our growing commitment to our community.

On 04 January 2013, CPL Brian Clark made a public speaking appearance before the Surfside Beach Mom's Club on "Stranger Danger" issues. CPL Clark had a great time with this event.



SURFSIDE BEACH POLICE DEPARTMENT

Monthly Activity Report
JAN 2013
(01 JAN to 29 JAN 2013)

**ATTACHMENTS AND
SUPPORTING MATERIALS**



Surfside Beach Police Department

Criminal Investigations - January 2013 (1st - 29th)

CASE #	OFFENSE TYPE	OPENED	STATUS	WARRANTS
12005702	Larceny	06/09/12	Warrant	1
12006956	Larceny	7/5/2012	Warrant	1
12006524	Larceny	06/27/12	Warrant	1
12006397	Larceny	06/24/12	Warrant	1
12006346	Larceny	06/23/12	Warrant	1
12006248	Larceny	06/21/12	Warrant	1
12006207	Larceny	06/02/12	Warrant	1
12006136	Larceny	06/18/12	Warrant	1
12006004	Larceny	6/16/2012	Warrant	1
12006724	Larceny	07/01/12	Warrant	1
120122237	Grand Larceny	11/27/2012	Closed	
13000352	Death Investigation	1/11/2013	Closed	
12011001	Leaving scene of accident	10/18/12	Closed	
12012190	Theft of controlled substance	11/25/12	Closed	Per Victim
12012140	FTC- Theft	11/24/12	Closed	Per Bank
12012004	Larceny	11/20/12	Closed	Per Victim
12008778	Injury to place of worship	8/18/2012	Warrant	1
12008793	Vandalism	08/18/12	Warrant	1
12008786	Vandalism	08/18/12	Warrant	1
12008792	Vandalism	08/18/12	Warrant	1
12008777	Vandalism	08/18/12	Warrant	1
12008779	Vandalism	08/18/12	Warrant	1
12008776	Vandalism	08/18/12	Warrant	1
12008775	Vandalism	08/18/12	Warrant	1
12012815	Burglary	12/15/2012	Closed	
13000225	Indecent Exposure	1/7/2013	Warrant	Declined
13000489	Bank Fraud	01/15/13	Federal	Investigation
12011970	FTC- Theft	11/19/12	Closed	
13000531	Unlawful Communication	01/16/13	Arrest	1
13000386	Breach of trust	01/12/13	Closed	
13000485	Breach of trust	1/10/2013	Arrest	1
13000486	Breach of trust	1/10/2013	Arrest	1
13000487	Breach of trust	1/10/2013	Arrest	1
13000238	Breach of trust	1-1-7-12	Active	
13000699	Grand Larceny	1/21/2012	Active	
13000611	B/E Auto	1/19/2013	Closed	
13000160	Breach of trust	1/5/2013	Vehicle	Returned
13000751	Unlawful Communication	1/22/2013	Arrested	1
13000294	Unlawful Communication	1/8/2013	Active	
12012891	Unlawful Conduct Towards Child	12/12/2012	Baseless	
13000260	Theft of controlled substances	1/8/2013	Active	



Surfside Beach Police Department
Criminal Investigations - January 2013 (1st - 29th)

CASE #	OFFENSE TYPE	OPENED	STATUS	WARRANTS
13000546	Burglary	1/17/2013	Active	
13000615	Burglary	1/19/2013	Active	
13000558	Burglary	1/17/2013	Active	
13000525	Burglary	1/17/2013	Active	
13000527	Burglary	1/16/2013	Active	
13000357	Burglary	1/11/2013	Active	
12011321	Burglary	10/29/2012	Active	
13000151	Grand Larceny Motor Vehicle	1/5/2013	Active	
12012771	Grand Larceny	12/14/2012	Active	
12012702	B/E Auto	12/11/2012	Active	
12012918	Burglary	12/16/2012	Active	
13000895	Sexual Assault	1/28/2013	Active	
13000884	Burglary	1/27/2013	Active	
13000575	Burglary	1/18/2013	Closed	
Total Cases: 55		Total Warrants: 23		



Surfside Beach Police Department - Patrol Division



Monthly Activity Report - JAN 2012

Calls for Service / Field Activities		Charges and Arrests	
911 Hang-Ups	1	Accessory to Felony	3
Abandoned Property		Allow Unauthorized Operation of Motor Veh	
Abandoned Vehicle	1	Animal at Large	2
Accident (injuries)	4	Armed Robbery	
Accident property damage only	10	Assault / Battery (1st degree)	
Alarm Calls	41	Assault / Battery (2nd degree)	
Alcohol Violation	1	Assault / Battery (3rd degree)	3
Animal Calls	25	Bank Fraud	3
Armed Subject		Bicycle Violations	
Assault	4	Blackmail / Extortion	
Assisting other Agencies	16	Breach of Trust	1
Bomb Threat		Breaking & Entering Motor Vehicle	2
Booking (Total)	58	Burglary 1st Degree / attempt	6
Breach of Trust	1	Burglary 2nd Degree / attempt	
Burglary Attempt	1	Burglary 3rd Degree / attempt	1
Burglary Business/Building		Careless Operation	5
Burglary Residence	10	Child Neglect	1
Burglary Vehicle	11	Child Restraint Violation	1
Check Forgery	1	Criminal Domestic Violence	
Child Abuse		Criminal Domestic Violence High & Agg.	
City Ordinance Violation	2	Criminal Sexual Conduct	
Civil Matter	24	Defrauding Cab	
Credit Card Abuse		Disorderly Conduct	12
Criminal Sexual Conduct		Driver's License Violations / Restrictions	6
Death Investigation		Driving Under Suspension	25
Debit Card Abuse	2	Driving Under the Influence	18
Decoy Car / Operation		Driving Wrong Side of Highway	
Defraud Check	2	Equipment Violation	1
Defraud Food/Gas Bill	1	Failure to Stop for Blue Lights	1
Defraud Innkeeper		Failure to Surrender DL	
Defraud Wrecker		Failure to Yield Right of Way	2
Disabled Vehicle/Motorist	3	False Information to Law Enforcement	3
Disorderly Subjects	3	Following Too Closely	
Disturbances	3	Forgery	
Domestic Dispute	4	Fugitive from Justice	2
Embezzlement		Golf Cart Violation	1
Escorts	5	Grand Larceny	
Fight	4	Handicap Violation	
Fireworks		Helmet Law Violation	1
Foot Patrol	18	Hitchhiking	
Found Property / Article		Improper Lights	4
Harassment Calls	5	Improper Turn	1
Hit and Run Accidents	1	Kidnapping	
Identity Theft		Leaving Scene of Accident	
Improper Parking	1	Liquor with Broken Seal	
Incorrigible Juvenile	2	Littering	4
Indecent Exposure			
Information	20	Loud Noise	1
Intoxicated Driver	5	Malicious Damage to Property	4
Intoxicated Pedestrian	2	Minor Possession Alcohol	
Kidnapping		Minor Possession Cigarettes	2



Surfside Beach Police Department - Patrol Division



Monthly Activity Report - JAN 2012

Calls for Service / Field Activities		Charges and Arrests	
Littering		MOPED Violations	1
Lost/Found Property	9	Moving Violation (other)	8
Mail Tampering		No DL in Possession	
Malicious Damage to Auto	1	No Motorcycle DL	
Malicious Damage to Business	4	No Proof of Insurance	16
Malicious Damage to Property	3	No SC Driver's License	14
Medical Calls/Assisting Fire Dept	3	Noise violation (animal)	
Mentally Ill Subject	1	Open Container	5
Message Delivery		Operating Uninsured Vehicle	15
Misc Beach Problems		Petit Larceny	9
Open Door Business	1	Possession Cocaine / Crack / Ice	
Open Door Residence	2	Possession Controlled Substance	7
Open Door Town Property		Possession Criminal Tools or Implements	4
Open Door Vehicle		Possession Heroin	
Other	43	Possession of Weapon during Crime	
Premises Check	53	Possession Stolen Goods < \$2000	5
Prowler	1	Possession Stolen Goods > \$2000	
Public Assist	19	Possession Stolen Vehicle	
Radar/Traffic Control	1	Possession with Intent to Dist Marijuana	
Repossessions/Towed Vehicles		Possession with Intent to Dist Other	
Sanitation Problem		Prostitution	
Sex Crimes/Vice		Reckless Driving	11
Shoplifting	4	Registration Violations	30
Smoking Ordinance Violation		Resisting Arrest	3
Stolen Property	9		
Stolen Tag		Seatbelt Violation	7
Stolen Vehicle		Shoplifting	2
Stolen Vehicle (recovered)		Simple Possession Marijuana	9
Street Department Problem		Smoking Violation	
Strong Armed Robbery		Speeding (17 corridor)	12
Suicide Attempt	1	Speeding (residential)	8
Suspicious Circumstances	19	Stop Sign Violation	4
Suspicious Person(s)/Vehicle(s)	102	Striking Fixtures on Highway	
Towed Vehicle		Strongarm Robbery	
Traffic Complaints/Hazards	8	Supply Alcohol to Minor	1
Traffic Stops	295	Trespassing	1
Transport for Bond Hearing	31	Unlawful Carrying of Weapon	
Trespassing	3	Unlawful Use of Telephone	
Unknown Call Type		Vehicle on Beach	
Utility Problem		Wipers / No Lights	
Vandalism		Check Forgery	
Vehicle Accidents		TOTAL	288
Warrant Service	12		
Water/Street/Utility Problems		USE OF DETENTION FACILITY	
Welfare Concern	5	Horry County Police Department	45
		SC Highway Patrol / other agency	14
		Surfside Beach Police Department	69
TOTAL	922	TOTAL	128

SBPD Prisoners Trans. to County Jail 44



Surfside Beach Police Department Monthly Report - January 2013 (1st - 29th)

Calls for Service / Field Activities		Charges and Arrests	
911 HANG-UP	2	ACCESSORY TO FELONY	
ABANDONED PROPERTY		ALLOW UNAUTHORIZED OPERATION OF MOTOR VEH	4
ABANDONED VEHICLE		ANIMAL AT LARGE	1
ACCIDENT W/ INJURIES	1	ARMED ROBBERY	
ACCIDENT W/ PROPERTY DAMAGE	11	ASSAULT/BATTERY (1ST DEGREE)	
AGENCY ASSIST	8	ASSAULT/BATTERY (2ND DEGREE)	
ALARM BUSINESS	41	ASSAULT/BATTERY (3RD DEGREE)	5
ALARM RESIDENCE	23	BANK FRAUD	
ALARM VEHICLE		BICYCLE VIOLATIONS	
ALCOHOL VIOLATION		BODILY FLUIDS ON AN OFFICER/JAILER	
ANIMAL CALL GENERAL	26	BREACH OF TRUST	1
ANIMAL CRUELTY		BREAKING & ENTERING MOTOR VEHICLE	
ARMED ROBBERY (STRONG)		BURGLARY 1ST DEGREE/ATTEMPT	1
ARMED SUBJECT	1	BURGLARY 2ND DEGREE/ATTEMPT	3
ASSAULT GENERAL	1	BURGLARY 3RD DEGREE/ATTEMPT	
ASSAULT VERBAL		CARELESS OPERATION	2
BEACH PATROL		CHILD ENDANGERMENT	
BOMB THREAT		CHILD NEGLECT	
BOOKING MISC AGENCIES	12	CHILD RESTRAINT VIOLATION	
BREACH OF TRUST	5	CRIMINAL CONSPIRACY	2
BURGLARY ATTEMPTED	2	CRIMINAL DOMESTIC VIOLENCE	2
BURGLARY BUILDING		CRIMINAL DOMESTIC VIOLENCE HIGH & AGGRAVATED	
BURGLARY BUSINESS	1	CRIMINAL SEXUAL CONDUCT	
BURGLARY RESIDENCE	12	DEFRAUDING CAB/INNKEEPER	
BURGLARY VEHICLE	7	DISORDERLY CONDUCT/PUBLIC INTOX	12
CHECK FORGERY		DRIVER'S LICENSE VIOLATIONS/RESTRICTIONS	2
CHILD ABUSE		DRIVING ACROSS PROPERTY/TRAFFIC CONTROL	
CITY ORDINANCE VIOLATION	6	DRIVING LEFT OF CENTER	
CIVIL MATTER	17	DRIVING ON SIDEWALK	
CREDIT CARD ABUSE		DRIVING UNDER SUSPENSION	18
CRIMINAL SEXUAL CONDUCT	1	DRIVING UNDER THE INFLUENCE	20
DEATH INVESTIGATION	2	DRIVING WITH UNLAWFUL ALCOHOL CONTENT	3
DEBIT CARD ABUSE		DRIVING WRONG SIDE OF HIGHWAY	2
DECOY CAR		EQUIPMENT VIOLATION	3
DEFRAUD CHECK	2	EXPLOITATION OF A VUNERABLE ADULT	
DEFRAUD FOOD BILL		FAILURE TO GIVE PROPER SIGNAL	
DEFRAUD GAS		FAILURE TO STOP FOR BLUE LIGHTS	
DEFRAUD INNKEEPER		FAILURE TO SURRENDER DRIVER'S LICENSE	
DEFRAUD WRECKER		FAILURE TO YIELD RIGHT OF WAY	3
DISABLED VEHICLE	7	FALSE INFORMATION TO LAW ENFORCEMENT	
DISORDERLY SUBJECT	6	FELONY DRIVING UNDER THE INFLUENCE	
DISPATCH TRAINING		FEROCIOUS/VICIOUS DOGS	
DISTURBANCE DOMESTIC	12	FILING FALSE POLICE REPORT	
DISTURBANCE MUSIC	1	FINANCIAL TRANSACTION CARD FRAUD	
DISTURBANCE NOISE	8	FINANCIAL TRANSACTION CARD THEFT	
DRUG LAW VIOLATION		FIREWORKS	



Surfside Beach Police Department Monthly Report - January 2013 (1st - 29th)

Calls for Service / Field Activities		Charges and Arrests	
EMBEZZLEMENT		FOLLOWING TOO CLOSELY	
ESCORT	7	FORGERY	
ESCORT BUSINESS	1	FUGITIVE FROM JUSTICE	1
ESCORT FUNERAL	1	GOLF CART VIOLATION	1
EXPLOSION		GRAND LARCENY	
FAILURE TO RETURN RENTED PROPERTY		HABITUAL OFFENDER	1
FIGHT	3	HANDICAP VIOLATION	1
FIREWORKS	2	HARASSMENT	
FOLLOW UP	46	HARBORING RUNAWAY	
FOOT PATROL	7	HELMET LAW VIOLATION	
FOUND ARTICLE	3	IMPROPER BACKING	2
FOUND BIKE	1	IMPROPER LANE CHANGE	
HARASSMENT		IMPROPER LIGHTS	1
HARASSMENT PHONE	7	IMPROPER PARKING	
HARASSMENT/STALKING		IMPROPER START	
HIT/RUN W/INJURIES		IMPROPER TURN	
HIT/RUN W/PROPERTY DAMAGE	1	INDECENT EXPOSURE	
HORRY COUNTY BOOKING	42	INTERFER WITH POLICE	
IDENTITY THEFT	1	KIDNAPPING	
IMPROPER PARKING	1	LEAVING THE SCENE (ATTENDED/UNATTENDED/PROP)	
INCORRIGIBLE JUVENILE		LIQUOR WITH BROKEN SEAL	
INDECENT EXPOSURE		LITTERING	
INFORMATION	26	LOUD NOISE	
INTOXICATED DRIVER	8	MALICIOUS DAMAGE TO PLACE OF WORSHIP	1
INTOXICATED PEDESTRIAN	4	MALICIOUS DAMAGE TO PROPERTY	12
KIDNAPPING		MINOR POSSESSION ALCOHOL	3
LASER DEVICES		MINOR POSSESSION TOBACCO	
LITTERING	1	MOPED VIOLATIONS	
LOST ARTICLE		NO BUSINESS LICENSE	2
LOST CHILD ON THE BEACH		NO DRIVER'S LICENSE IN POSSESSION	
MAIL TAMPERING		NO MOTORCYCLE DRIVER'S LICENSE	
MALICIOUS DAMAGE TO AUTO		NO PROOF OF INSURANCE	4
MALICIOUS DAMAGE TO BUSINESS		NO SC DRIVER'S LICENSE	18
MALICIOUS DAMAGE TO PROPERTY	2	NOISE VIOLATION (ANIMAL)	
MALICIOUS DAMAGE TO RESIDENCE		OBTAIN SIGN/PROPERTY UNDER FALSE PRETENSE	
MEDICAL EMERGENCY	3	OPEN CONTAINER (BEER/WINE)	
MENTALLY ILL SUBJECT		OPERATING UNINSURED VEHICLE	10
MESSAGE DELIVERY		PEEPING TOM	
MISC BEACH PROBLEM		PETIT LARCENY	2
MISC CORRECT LATER		POINT/PRESENT FIREARM	
MISSING JUVENILE		POSSESSION OF COCAINE/CRACK/ICE	2
MISSING PERSON	1	POSSESSION OF CONTROLLED SUBSTANCE (MEDS)	4
OPEN DOOR BUSINESS		POSSESSION OF CRIMINAL TOOLS/IMPLEMENTS	2
OPEN DOOR RESIDENCE	2	POSSESSION OF DRUG PARAPHERNALIA	
OPEN DOOR TOWN PROPERTY		POSSESSION OF FAKE ID	1
OPEN DOOR VEHICLE		POSSESSION OF HEROIN	



Surfside Beach Police Department Monthly Report - January 2013 (1st - 29th)

Calls for Service / Field Activities		Charges and Arrests	
PREMISE CHECK	61	POSSESSION OF STOLEN GOODS < \$2000	1
PROWLER		POSSESSION OF STOLEN GOODS > \$2000	
PUBLIC ASSIST	8	POSSESSION OF STOLEN VEHICLE	
RADAR/TRAFFIC CONTROL	11	POSSESSION OF WEAPON DURING CRIME	
REPOSSESSION	2	POSSESSION WITH INTENT TO DIST MARIJUANA	
ROAD BLOCK		POSSESSION WITH INTENT TO DIST OTHER	
SANITATION PROBLEM		POSSESSION WITH INTENT NEAR A SCHOOL/PARK	1
SEX CRIMES/VICE		PROSTITUTION	
SHOOTING VICTIM		RECKLESS DRIVING	3
SHOPLIFTING	5	REGISTRATION VIOL (EXPIRED TAG/NO REG POSS/ETC)	20
SMOKING ORDINANCE VIOLATION		RESISTING ARREST	5
SOLICITATION (RELIGIOUS)		SEATBELT VIOLATION	3
STABBING VICTIM		SEXUAL EXPLOITATION OF A MINOR	
STOLEN PROPERTY/LARCENY	8	SHOPLIFTING	3
STOLEN TAG		SIMPLE POSSESSION OF MARIJUANA	14
STOLEN VEHICLE	4	SMOKING ORDINANCE VIOLATION	
STOLEN VEHICLE LOCATED		SPEEDING (17 CORRIDOR)	9
STREET DEPT PROBLEM		SPEEDING (RESIDENTIAL)	3
SUICIDE ATTEMPT		STOP SIGN/LIGHT VIOLATION	5
SUSPICIOUS CIRCUMSTANCES	16	STRONGARM ROBBERY	
SUSPICIOUS PERSON(S)	33	SUPPLYING ALCOHOL TO MINOR	
SUSPICIOUS VEHICLE(S)	44	THEFT OF CONTROLLED SUBSTANCE	
TOWED VEHICLE		THREAT OF A PUBLIC OFFICIAL	
TRAFFIC COMPLAINT	4	TRAFFICKING	1
TRAFFIC HAZARD	5	TRESPASSING	1
TRAFFIC STOP	313	UNLAWFUL CARRY OF WEAPON	3
TRANSPORT	28	UNLAWFUL USE OF TELEPHONE	
TRESPASSING	5	USE/POSSESSION OF ANOTHERS DRIVER'S LICENSE	
UNKNOWN CALL TYPE		VEHICLE ON BEACH	1
UTILITY PROBLEM		VIOLATION OF PROTECTION ORDER	
VANDALISM GENERAL		WINDOW TINT VIOLATION	
WARRANT SERVICE	14	WIPERS WITHOUT LIGHTS	
WATER DEPT PROBLEM		TOTAL	225
WEATHER RELATED ISSUE			
WELFARE CONCERN	4	USE OF DETENTION FACILITY	
TOTAL	950	Surfside Beach Police Department	86
		Horry County Police Department	44
		SC Highway Patrol / other agency	10
		TOTAL	140

SBPD Prisoners Trans. to County Jail **58**



Surfside Beach Fire Department

Town Council Report

February 5, 2013

The following is an activity report of the operations of the Fire Department from January 1, 2013 to January 31, 2013

Fire Runs

Mutual Aid	2
Cooking Fire, Confined to container	0
Mobile Property, Vehicle fire	0
Brush, brush/grass mixture	0
Outside Equipment fire	0
Total	2

Rescue/Emergency Medical Incident

Rescue/EMS other	1
Medical Assist, assist EMS Crew	31
Motor Vehicle Accident/no injuries	1
Motor Vehicle Accident/with injuries	2
Total	35

Hazardous Condition / No Fire

Arcing Electrical Equipment	0
Vehicle Accident, General Cleanup	1
Total	1

Service Call

Water Problem, other	1
Smoke or Odor Removal	1
Oil or Other Combustible	1
Person in Distress, other	1
Assist Invalid	2

Service Call, other	1
Unauthorized Burning	2
Cover Assignment, Stand By, Move-up	2
Total	11

Good Intent Call

Dispatched & Cancelled en-route	2
Total	2

False Alarm/False Call

Alarm System Activation, No Fire	3
False Alarm or False Call, No Fire	1
Total	4

Lost Estimates and Total Incidents

No Dollar Loss for this reporting period

Total Incidents for January 2013 {55}

Additional information for January 2013

Personnel dedicated an average of 16 man hours for training and 10.5 man hours responding to calls during the month.

Monthly Turn-out Gear inspection was completed per NFPA Requirements.

Hydrant testing was completed in December with problems reported to GSW&S and Town Manager

Fire Prevention Activities

Completed Inspections	15
Pending Inspections	7
Public Education Events	2
Plans Review	2
Pre Fire Plans	15

Total Fire Prevention Activities for January 2013 {41}

With the resignation of Lieutenant Greg Faulkenberry, the Fire Marshal activities have been transferred to Lieutenant Mike Hans who is a Certified South Carolina Fire Marshal. Lt. Hans will be creating a smoke detector program and a business training program to assist businesses in a self inspection program to allow the owners to be ready for the yearly inspection.

Public Education is on going in the Town of Surfside Beach, during the month the scheduled businesses were inspected in accordance with ISO and ICC codes.

All businesses will be inspected during the off season {September 15th / May 15th} each year, this will allow businesses to operate without interruption of business during their busy season and still keep us compliant to the codes and ISO.

Fire Training

During the month of January we got back to basics in an effort to help our firefighters have a better understanding of the skills used in fighting fires in our town and surrounding jurisdictions. We started with Donning and Doffing of Personal Protective Equipment, Seat Assignments on the apparatus, and Hose Deployment. During the following weeks we trained and placed more and more emphasis on these skills in the form of scenarios at different locations in the town.

We had several members in classes this month:

Eng. Tom Zimpleman attended the S. C. State Fire Marshal's class at the S.C. Fire Academy.

Lt. Hans and Eng. Arnold Spain took a class on Risk and Threat Assessment at Myrtle Beach Fire Training Center.

All the required ISO training was conducted to the requirements as set forth by the Insurance Service Organization, South Carolina Fire Academy, National Fire Protection Association {NFPA}, and the Surfside Beach Fire Department SOG's.

Career personnel received additional training during the month in apparatus operations, pump and aerial operations as well as pre-plan review.

Staff Report

Surfside Beach Fire Department Volunteer staff saw an increase of 3 new volunteers and there are 5 new applications that have been received during the month. The interview process, background checks and orientation has begun on all of them.

A recruitment team has been established to look into increasing the number of volunteers and lower the average age of our volunteers which is currently 50.7 years with the range currently at 27 years to 83 years.

The team has a Volunteer Officer, a Volunteer Firefighter, the President of the Volunteers {SAFER} and the departments training officer. They will review applications, meet with the applicants and discuss the requirements to be a volunteer.

We have also advertised for retirees who would be interested in volunteering during the weekdays to assist the members by answering phones, greeting visitors to the fire station, direct people to the meeting room when meetings are held in the training room and assist with filing or other clerical duties that need to be done.

Lieutenant Greg Faulkenberry

Lt. Faulkenberry turned in his Resignation during the month to further his career.

On January 28th we advertised for a replacement with the closing date set for February 18, 2013

We will hold an assessment center using fire chiefs from the surrounding Fire Departments with the top 3 candidates being interviewed by the Town Manager and the Fire Chief.

Engineer Josh Drew

Engineer Drew resigned during the month to take a position in Nashville Tennessee.

On February 5th we will advertise for a replacement with the closing date set for February 25, 2013

We will hold an assessment center using fire chiefs from the surrounding Fire Departments with the top 3 candidates being interviewed by the Town Manager and the Fire Chief.

Lt. Mike Hans continues to prepare and implement training classes for fire department personnel to meet ISO and NFPA requirements. Once the new Lieutenant is hired he will turn all training duties to the new Lieutenant.

Lt. Hans will assume the duties of the Fire Marshal and work on inspections and plan reviews. He will develop a plan and implementation same to improve all inspections and pre-plans as well as follow up inspections..

Lt. Richards oversees the building maintenance and the facilities in general, he has addressed the minor issues that have come up in the month. He continues to fine tune his plan to stay on top of required maintenance and to maintain the needed supplies required to carry out the tasks.

Lieutenant Richards has announced his retirement beginning February 15th. He is looking forward to some free time and we wish him well and he surely will be missed.

Engineer Sacra continues to be a good engineer and is continuing his education to pass his Fire Marshal Certification. He is in charge of the pre-plan drawings and is working to bring all pre-plans up-to-date to meet ISO and NFPA requirements.

Engineer Zimpleman continues to be a good employee who is always looking for something to work on. He completed the South Carolina Fire Academy course for Fire Instructor 1 and passed.

He attended the South Carolina Fire Academy to complete the Fire Marshal Certification course.

He will be attending the Academy in February to complete Fire Officer 1 Certification.

Chief Packard continues to recuperate from surgery, progress is slow but he continues to work hard at rehab so the he can return to work.

Respectfully Submitted

Daniel J. Cimini

Acting Fire Chief

February 5, 2013 Meeting

6C. Administrator's Report

- a. I have only one item this evening that I would like to present to council for a consensus. That is to meter Seaside Drive. There are approximately 14 spaces on the west of the street that really should be metered since we are metering Ocean Blvd. and Seaside is even closer to the ocean. We could use some of our old meters in the areas where lighter parking is most prevalent and place new meters in these 14 spots. If the parking revenue warrants, we could purchase an additional 14 meters in the next fiscal year as a budgeted item. Harry Kohlmann, the chairman of the parking committee, has indicated that the parking committee is also in favor of this.

Dear Council – Just a heads up that Tom Richards will be retiring on February 15th. He started as a volunteer in 1992 and became a paid firefighter on October 4, 1997. I would like to have a service plaque made up for him and have council present it at the last meeting in February. -
Micki



Memorandum

To: Town Council
From: Debra E. Herrmann, CMC, Town Clerk
Date: January 31, 2013
Re: Ordinance Number 13-0736, Laser Pointing Devices

I respectfully request that Town Council considering the following option in regards to the warning notice required from merchants. (see page 3)

(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 **on a warning notice published by the Town of Surfside Beach** 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.

Reasoning:

1. From time-to-time the language in the warning notice may need to be amended to comply with other current state or federal statutes that may not affect the town's ordinance.
2. Municipal Code charges for codification based on the number of characters.
3. No other forms or notices are codified as far as I can determine,

Benefits:

1. Cost savings to the town.
2. Ability to amend the warning notice without amending the code.



**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 windscreens 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)

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.

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

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)

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 5th day of February 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

Dear Council: The changes I am proposing appear on ...

- Page 2, Article II, Section 3
- Page 3, Article III, Section 2
- Page 3, Article III, Section 2, Items a and b
- Page 3, Article III, Section 8, Item e

Surfside Beach, South Carolina, Code of Ordinances» - VOLUME II » - » ARTICLE V. - BEACH SERVICES» DIVISION 1. - BEACH SERVICES, LIMITED»

DIVISION 1. - BEACH SERVICES, LIMITED

WHEREAS, mayor and 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, mayor and 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS 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:

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.~~ Each year the franchisee shall pay to the Town the prescribed franchise fee of \$1000. In addition, each year the franchisee shall purchase a Town Business License and be subject to Hospitality and sales taxes in accordance with state law and 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 4. 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 5. 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 The~~ lifeguard stands, and ~~such~~ lifeguards ~~as are required underspecified in~~ Section 1 hereof, shall be in place, manned and fully operational in compliance with the following schedule:

- (a) All ten (10) 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-six (106) 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 ~~mentioned herein~~ 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

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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;
- ~~(e)(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;
- ~~(f)(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 Franchisee 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 out of 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 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 City, 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

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separate representation advisable.

i. The Franchisee shall not, without the prior written consent of the ~~City/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~~ ~~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 ~~her, 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 ~~his, the~~ designated appointee, to be in an unsafe condition or of an unsafe nature. The decision of the town administrator or ~~his, 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 contendere 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.

BE IT ADOPTED AND EFFECTIVE THIS _____.

~~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.

Beach Services, Ltd.

Post Office Box 14249
Surfside Beach, S.C. 29587

Office: 843-238-4038 • Fax: 843-238-9888 • Toll Free: 888-236-4038

Abigham@sc.rr.com • Garretttodd2002@yahoo.com

www.BeachServicesLtd.com

February 1, 2013

Dear Council

I would personally like to thank you for your support regarding the Beach Services Ltd contract. Having support of the entire council makes our job so much easier. I urge you to contact me as soon as possible with any issues that could cause a negative impact to the Town or the Lifeguard Service.

The terms of the contract will enable us to continue providing, even with the ever increasing costs, the level of safety that has existed over the past 43 years.

Thank you again;

Bill

Bill Bigham

843 602 8005

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. Each year the franchisee shall pay to the Town the prescribed franchise fee of \$1000. In addition, each year the franchisee shall purchase a Town Business License and be subject to Hospitality and sales taxes in accordance with state law and 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 4. 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 5. 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 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. The lifeguard stands and lifeguards specified in Section 1 hereof, shall be in place, manned and fully operational in compliance with the following schedule:

- (a) All ten (10) 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 six (6) 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. 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;

(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 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.

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 from Memorial Day Week to Labor Day week, a surf rescue exercise employing the use of the torpedo buoy.

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

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.

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. INSURANCE

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 is required. 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 must 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 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 2. 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 contendere* 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. 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.

(Additional sections reserved for future use.)

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, 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.

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

Decision Paper

Written By: Micki Fellner

Item 7D, ii

1. **SUBJECT:** A recommendation from the Parking Committee to alter the traffic flow on Seaside Drive from two-way traffic to one-way traffic.

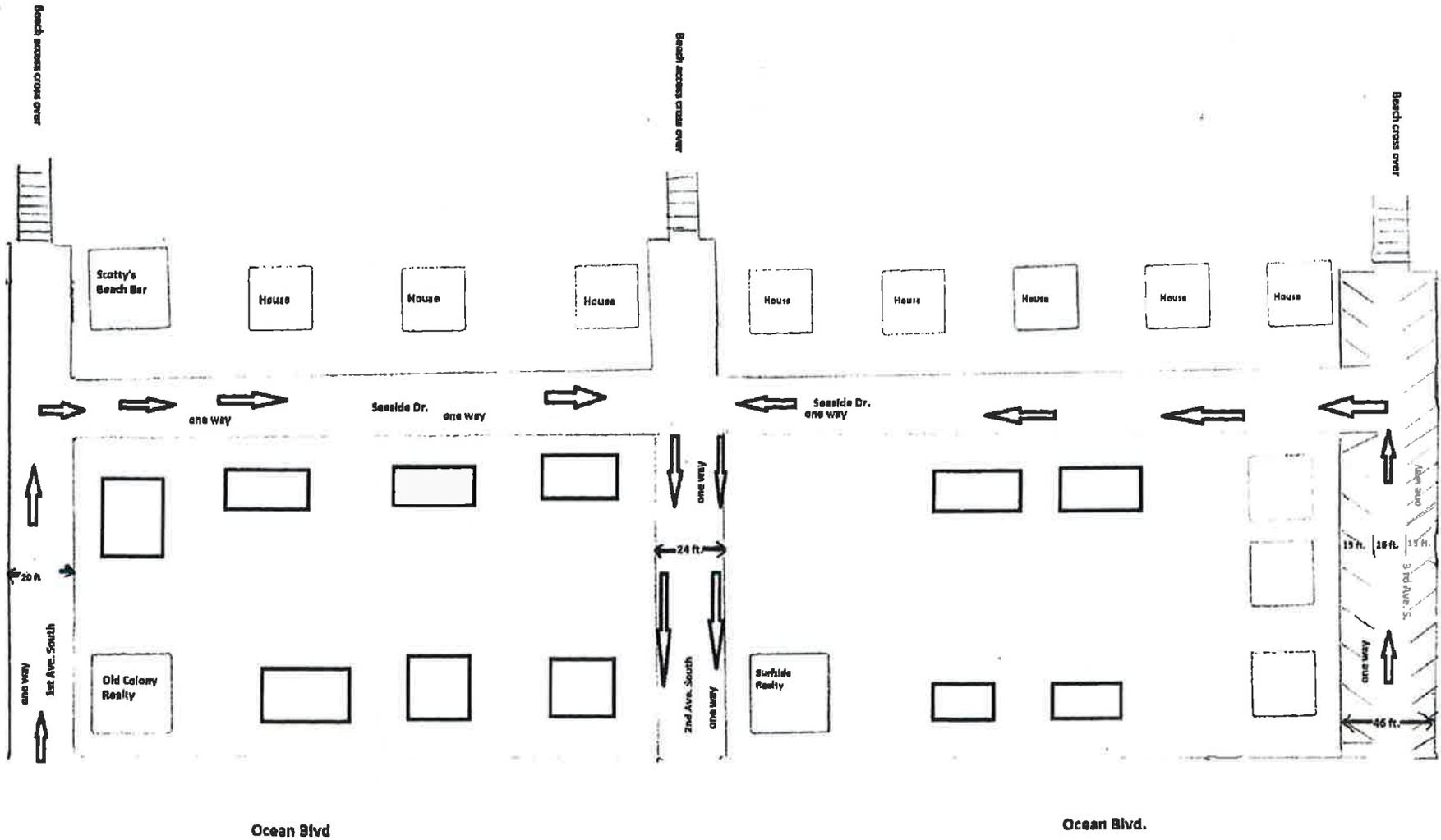
2. **PURPOSE:**
To minimize vehicular congestion and maximize vehicular safety and property protection on Seaside Drive from 1st to 3rd South and 4th to 6th South.

3. **FACTS:**
 - a. Traffic currently is two-way on Seaside Drive.
 - b. Two-way traffic and angle parking on the narrow road creates congestion, especially during the summer.
 - c. Only our smallest fire truck has sufficient turning radius to make all turns in a two-way traffic pattern.
 - d. All of our fire trucks, even our largest, has sufficient turning radius to make all turns in a one-way traffic pattern.

4. **IMPACT OF SUCCESS OR FAILURE:**
 - a. If the traffic pattern remains two-way, we will continue to experience unnecessary congestion, especially during the summer months.
 - b. If the traffic flow is changed to a one-way pattern, congestion will be reduced and the larger fire trucks of the Town will be able to make faster and safer ingress and egress to properties on Seaside Drive.

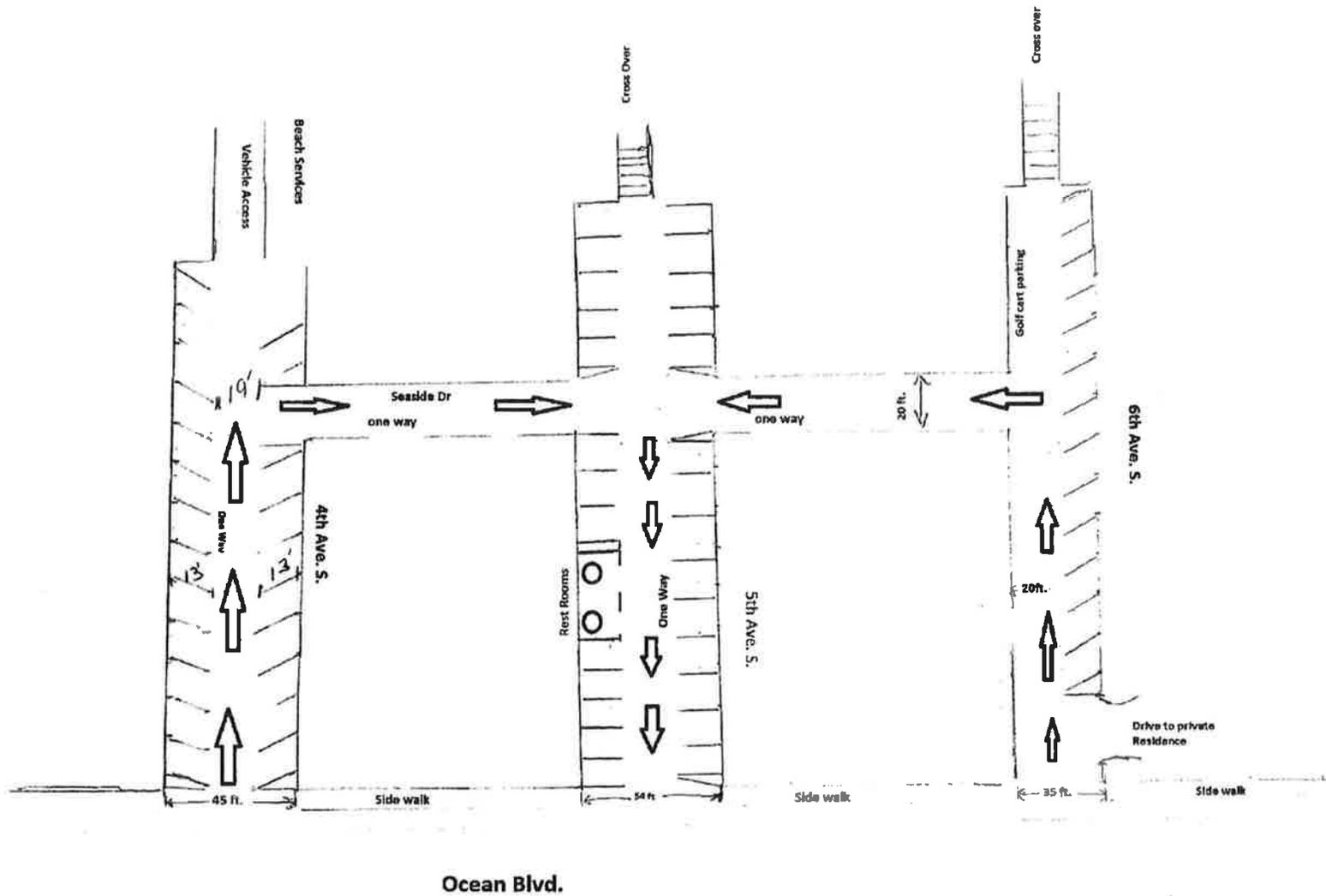
5. **RECOMMENDATION:**
 - a. The Parking Committee recommends that the traffic flow on Seaside Drive from 1st to 3rd South and 4th to 6th South be changed from a two-way traffic pattern to a one-way traffic pattern (see attached maps).

6. **RATIONALE FOR RECOMMENDATION:**
This will help to alleviate congestion, especially in summer months, and facilitate ingress and egress of large emergency vehicles to Seaside Drive properties.



Ocean Blvd

Ocean Blvd.



Ocean Blvd.



TOWN OF
SURFSIDE BEACH

YARD OF THE MONTH
CHARLES AND MARIE TRENT
915 N POPLAR DR.
JANUARY 2013

5/
The Hon. Douglas F. Samples, Mayor

Date

Chairman Jim Toney, Keep Surfside Beach Beautiful

Date

 **COPY**



Posted on Fri, Feb. 01, 2013

Two try to break into Surfside Beach head shop and return hours later to buy merchandise, police say

By Brad Dickerson

bdickerson@thesunnews.com

Surfside Beach police were alerted by employees of a local head shop on Tuesday that the two Conway residents who tried to break into the store in the early-morning hours had returned in the evening to buy merchandise, said Sgt. Travis Bailey.

Daniel James Hake, 25, and Melanie Elizabeth Rutan, 18, were both charged with second-degree burglary, possession of burglary tools and criminal conspiracy.

Hake was also charged with malicious injury to personal property. He remains incarcerated at J. Reuben Long Detention Center under a \$27,130 bond, while Rutan was released Wednesday on a \$20,000 bond.

Bailey said officers went to the Up in Smoke shop at 325 U.S. 17 North in Surfside Beach after someone had tried to break the glass to get in. When police arrived around 2:30 a.m., they found the glass had only been shattered and no one had gone inside.

Store employees had surveillance footage of the suspects trying to break in, Bailey said.

Several hours later, at 10:30 p.m., Bailey said Hake came back into the store wearing the same clothes he had on in the surveillance video and tried to buy spice, a legal herbal incense. Rutan, he added, was driving.

Store employees called police and the two allegedly admitted they had tried to break the window and go into the store to steal spice, Bailey said.

Contact BRAD DICKERSON at [626-0301](tel:626-0301) or follow him at [Twitter.com/TSN_bdickerson](https://twitter.com/TSN_bdickerson).

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“Life Line Screening saved my sister’s life.”

Michelle Acquista

Age: 59

Symptoms: None

Results: 98% blocked carotid artery

“I am so thankful that the screening caught that blockage and saved my sister’s life. I am now passing this information to everyone and getting all my family and friends to go.”

Patrice Falls – Blacklick, OH



- Life Line Screening uses painless ultrasound (sonogram) to see the plaque build-up in your arteries—a leading cause of stroke.
- 80% of strokes can be prevented.*

Make an appointment for you and a loved one today.

Grand Strand
Regional Medical Center

Where: Dick M. Johnson Civic Center - Surfside Beach

Sponsored By: Grand Strand Regional Medical Center

When: Wednesday, March 20, 2013

Pre-registration is required. Call: 1-800-324-1851

Priority Code: HSC6730

To register on-line go to www.lifelinescreening.com/community-partners

*Source: National Stroke Association

LIFE LINE  SCREENING®
The Power of Prevention

We Can Help You Avoid a Stroke

Trusted by Hospitals Nationwide

Life Line Screening has screened over 7 million participants and has partnered with hospitals across the country. Why? Because the ultrasound screenings that we offer can help save your life.

1 Stroke/Carotid Artery Screening – \$60.00

Ultrasound evaluation of the carotid arteries that screens for buildup of fatty plaque – the leading cause of strokes.

2 Heart Rhythm Screening (Atrial Fibrillation) – \$60.00

A quick and easy test using EKG electrodes placed on the arms and legs to identify the presence or absence of an irregular heartbeat at the time of the screening.

3 Abdominal Aortic Aneurysm Screening – \$60.00

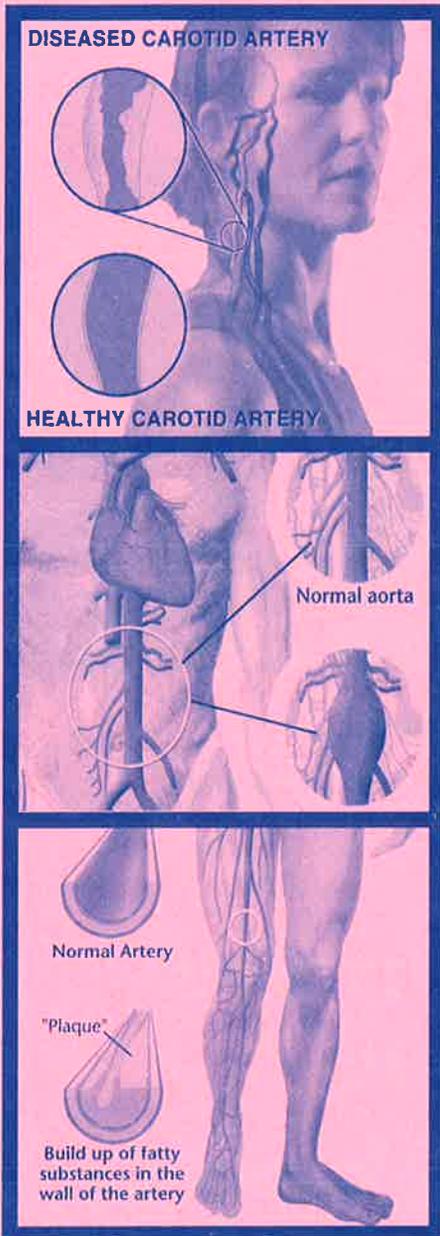
Ultrasound is used to screen for the presence of an aneurysm in the abdominal aorta that could lead to a ruptured aortic artery.

4 Peripheral Arterial Disease Screening – \$60.00

Evaluates for peripheral arterial disease (plaque buildup) in the lower extremities. It is 4-5 times more likely you will die from heart disease if you have peripheral arterial disease.

5 Osteoporosis Risk Assessment – \$35.00

An ultrasound measurement of the heel bone to determine abnormal bone mass density. Osteoporosis is painless and silent in its early stages.



Get ANY vascular screening for just \$60

OR

Get ALL 5 screenings for only \$159, a savings of \$116

Screening results are provided to you in 21 days. We direct all participants with abnormal results to take the report to their physician. Appropriate modification of stroke risk factors (including high blood pressure, smoking, heart disease, diabetes and poor diet) is also necessary for stroke prevention. Our screenings cannot detect all forms of stroke. All tests are for screening purposes only. You should consult with your personal physician regarding your screening results. Insurance Note: Life Line Screening does not participate in the Medicare program and the cost of our screening services is not covered or reimbursable by Medicare. Life Line Screening does not file insurance claims nor provide referrals to any physician's group or hospital.

Screenings in California are provided by Life Line Mobile Screening, a physician owned practice. Screenings in Kansas are performed by Life Line Screening of America, Ltd. on behalf of Life Line Screening Physicians, P.A. Screenings in New Hampshire, New Jersey and New York are performed by Life Line Medical Screening, LLC (Dr. Andrew Manganaro, 70 Niagara Street, Buffalo NY, 14202). Life Line Screening does not engage in the practice of medicine in those states. This information is not intended to induce referrals by Life Line Screening to Life Line Medical Screening, LLC for any professional medical service. Texas residents: Physician authorization is required. A Life Line Screening affiliated physician will provide authorization for you if you qualify.

Cancellation Policy: A full refund is issued if you call to cancel at least 2 days prior to your appointment. If less than 2 days' notice is given, we will issue a Gift Card for the full amount to be used by you, or anyone you choose, to purchase future screening services.



Debra Herrmann

From: Surfside Beach Info [mailinglist@surfsidebeach.org]
Sent: Monday, February 04, 2013 10:48 AM
To: dherrmann@surfsidebeach.org
Subject: PUBLIC NOTICE-Town Council Meeting 02/05/2013
Attachments: 02052013_tc_agenda.pdf; 02052013_tc_agenda_4a_01152012_draft_workshop_minutes.pdf; 02052013_tc_agenda_4b_01152012_draft_sp_mtg_minutes.pdf; 02052013_tc_agenda_4c_draft_reg_mtg_minutes.pdf; 02052013_tc_agenda_6a_proc_13_79_masc_legis_priorities.pdf; 02052013_tc_agenda_6bi_planning.pdf; 02052013_tc_agenda_6bii_police.pdf; 02052013_tc_agenda_6biii_fire.pdf; 02052013_tc_agenda_7a_12_0725_firemens_trustee.pdf; 02052013_tc_agenda_7b_13_0736_laser_devices.pdf; 02052013_tc_agenda_7c_13_0737_beach_services.pdf; 02052013_tc_agenda_7dii_traffic_flow_seaside_drive.pdf

NOTE: SPECIAL MEETING DATE – FEBRUARY 5TH.

The meeting date was changed to allow Town Councilmembers to attend the Municipal Association Elected Officials Institute and Hometown Legislative Conference Day on February 12th and 13th.

The February 5, 2013 Town Council meeting agenda and supporting documents are attached, and are also published at <http://www.surfsidebeach.org/agenda-2013.html> (click on the blue links to see the documents.) 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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subject	PUBLIC NOTICE-Town Council Meeting 02/05/2013
from field	Surfside Beach Info mailinglist@surfsidebeach.org
to field	
reply to	
message	<p>NOTE: SPECIAL MEETING DATE – FEBRUARY 5TH.</p> <p>The meeting date was changed to allow Town Councilmembers to attend the Municipal Association Elected Officials Institute and Hometown Legislative Conference Day on February 12th and 13th.</p> <p>The February 5, 2013 Town Council meeting agenda and supporting documents are attached, and are also are published at http://www.surfsidebeach.org/agenda-2013.html (click on the blue links to see the documents.) 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 regular meetings for public comments on agenda items and general comments.</p> <p>This transmission is pursuant to the Freedom of Information Act §30-4-80.</p>
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sendformat	HTML
template	0

processed	565
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TOWN COUNCIL REGULAR MEETING COUNCIL CHAMBERS

TUESDAY, FEBRUARY 5, 2013 ♦ 6:30 P.M.

*Special meeting day to allow Town Council to attend
Municipal Association events in Columbia on February 12 & 13, 2013*

A G E N D A

1. **CALL TO ORDER** – Mayor Douglas F. Samples
2. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Pastor Scott Wachter, Surfside United Methodist Church
3. **AGENDA APPROVAL**
4. **MINUTES APPROVAL**
 - A. ✓ Workshop Meeting January 15, 2013
 - B. ✓ Special Meeting January 15, 2013
 - C. ✓ Regular Meeting January 22, 2013
5. **PUBLIC COMMENTS** – 3-minutes per speaker
6. **COMMUNICATIONS**
 - A. ✓ Proclamation #13-79 Municipal Association of SC Legislative Priorities -pdf
 - B. Department Reports
 - i. ✓ Planning, Building & Zoning, Pdf
 - ii. ✓ Police pdf
 - iii. Fire
 - C. Administrator's Report – Update on Current Events
7. **BUSINESS**
 - A. ✓ Second Reading Ordinance #12-0725 to amend §6-27 Trustees of the Firemen's Insurance & Inspection Fund, Administrator Fellner Pdf
 - B. ✓ Second Reading Ordinance #13-0736 Laser Pointing Devices, Councilmember Dodge pdf
 - C. 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, Administrator Fellner
 - D. Parking Committee Recommendations, Administrator Fellner
 - i. Authority for Lanier Staff to issue Parking Tickets
 - ii. Traffic Flow on Seaside Drive
 - iii. Free Parking for Trailers during Bike Weeks
 - iv. Parking Information Signage on US 17 Business
8. **DISCUSSION** – Any matters of concern or information to be discussed by Town Council.

✓ Revisit Buffer Zones and Stormwater Committee, Mr. Stevens
page 1 of 2

9. **PUBLIC COMMENTS** – 5-minutes per speaker
10. **COUNCIL COMMENTS**
11. **EXECUTIVE SESSION** – Personnel - ~~Personnel~~
12. **ADJOURNMENT**

*Personnel - ~~Personnel~~
1-30-13 2:50 pm 4m for Mayor
ok to add to agenda?*

Reminders

Administration

- Pier Signage Presentation, Administrator Fellner (per Micki 12/05/2012)
- Dock policy recommendation (01/22/2013)

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)