



TOWN OF SURFSIDE BEACH
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TOWN COUNCIL REGULAR MEETING

COUNCIL CHAMBERS

TUESDAY, FEBRUARY 26, 2013 ♦ 6:30 P.M.

A G E N D A

1. **CALL TO ORDER** – Mayor Douglas F. Samples
2. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Pastor Tony Bratcher, Journey Church
3. **AGENDA APPROVAL**
4. **MINUTES APPROVAL** –
 - i. Special Meeting January 22, 2013
 - ii. Special Meeting January 29, 2013
 - iii. Regular Meeting February 5, 2013
5. **PUBLIC COMMENTS** – 3-minutes per speaker
6. **COMMUNICATIONS**
 - A. Proclamations
 - i. #13-80 American Red Cross Month – March 2013
 - ii. #13-81 Fire Lieutenant Tom Richards Retirement
 - iii. #13-82 Rotary Roundup Weekend
 - B. Department Reports
 - i. Finance
 - ii. Recreation
 - iii. Public Works
 - C. Administrator's Report
 - i. Update on Current Events
 - ii. Consensus Items
 - a. Place parking signs on Highway 17 at 16th North, 5th North, Surfside Drive, 3rd South, 10th South, and Melody Lane
 - b. Free parking for trailers during biker weeks (May 10-19, May 24-27, and October 2-6) at 16th Avenue North and 13th Avenue South
 - c. RFQ for Town Magazine
 - d. Establish a focus group to work on projects, signs, merchandise, events, etc., specific to town's 50th anniversary
7. **BUSINESS**
 - A. Second Reading Ord. No. 12-0736 to amend §11-5(a) Nepotism and Favoritism Policy, Paragraph (a)
 - B. Second 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

7. **BUSINESS**, *continued*

- C. First Reading Ordinance #13-0738, to codify Franchise Agreement between Grand Strand Water & Sewer Authority, dated March 1, 1994
- D. First Reading Ordinance #13-0739, to repeal GTE Franchise, expired 10/2007
- E. Resolution #13-131 to Designate Lanier Parking Solutions Staff as Parking Enforcement Officials
- F. Planning Commission Vacancy Declared and Committee Appointments (May be deferred until after Executive Session)
 - i. Planning Commission Resolution – Vacancy Declared
 - ii. Surfside Beach Business – Dianne Tinney, Cheryl Lowe, Tim Bradford, Kerry Dame, Carol Roselli
 - iii. Special Events/Recreation – Cheryl Lowe, Michael Barnett, Erin Adams
 - iv. Stormwater – Tom Meccia
 - v. Construction Board of Appeals

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

- A. Synthetic Drugs, Councilmember Kohlmann
- B. Meeting Policies: All Means of Electronic Transmission by Cell Phone, I-Pod, Tablet, etc. to or from any Councilmember during Town Council Meetings and/or any Committee Member during Committee Meetings, Councilmembers Smith and Stevens
- C. Bill H3163, Updates to FOIA Laws, Councilmember Stevens

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

10. **COUNCIL COMMENTS**

11. **EXECUTIVE SESSION**

- A. Pursuant to Town Code of Ordinances §2-61(f) to consider Planning & Zoning Commission Vacancy Declaration and Pursuant to FOIA §30-4-70(a)(1) to discuss appointment of volunteers, and to discuss a personnel policy matter
- B. Pursuant to FOIA §30-4-70(a)(2) to discuss contract negotiations

12. **ADJOURNMENT**



**SURFSIDE BEACH TOWN COUNCIL
SPECIAL COUNCIL MEETING MINUTES
JANUARY 29, 2013 ♦ 6:00 P.M.
TOWN COUNCIL CHAMBERS**

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1. **CALL TO ORDER.**

Mayor Samples called the meeting to order at 6:00 p.m. Mayor Samples, Mayor Pro Tempore Mabry, and Councilmembers Dodge, Kohlmann, Johnson, Smith and Stevens were in attendance. A quorum was present. Others present: Mr. Bill Bigham, owner of Beach Services, Ltd.; Administrator Fellner; Recreation Supervisor Ellis, and Town Clerk Herrmann.

2. **PUBLIC COMMENTS – AGENDA ITEMS**

"My name is Everett Goff. Mr. Mayor, Councilmembers, residents, my name is Everett Goff, 209 Millwood Drive. I would just like to make a slight analogy here between the beach services. When I retired, I was a security director of a large suburban mall, and obviously, when a merchant would come in, they would rent a space in the mall, and they would pay per square foot, and then when they reached a certain amount of profit in the business, they would even pay a percentage of their profit to the mall. So I think in this case, we ought to get some type of money, whether it be a percentage or rental of space. It's all I have. Thank you."

"Ron Saunders. 313 6th Avenue South. I, I see here that you've already decided to hold this meeting in executive session, and while there may be parts of the discussion that needs to be in executive session, I would argue that most of it is not. Most of it should be public knowledge. Names [sic] like for the past nine years we waived a franchise fee somewhere in the amount of \$14,000 a year. So this town has given up a \$120 [sic] or \$30,000 for nothing. There's got to be a reason for that, and I think we deserve to know why. I don't think it can all be found out in that room back there and us never know. Thank you."

3. **BUSINESS.**

A. Beach Services, Ltd. Franchise Agreement (Deferred until after Executive Session.)

Mayor Samples said this item would be discussed after executive session.

B. Resolution #13-130, Beach Services, Ltd. Financial Disclosure to Town Council.

Ms. Fellner presented the resolution explaining that the information about to be discussed is protected under law, and includes personal finances for Beach Services, Ltd. whom is a franchisee and as such has certain privileges under the law. Adopting the resolution will provide council's agreement of confidentiality about the financial information discussed.

Mayor Samples asked if the town attorney had been consulted on this matter. Ms. Fellner said she had, and the attorney provided a letter that would be shared. Mayor Samples said that the business Mr. Bigham operates is much larger than just the portion conducted in Surfside Beach. The resolution was to insure that should said financial information be spread amongst the public and damage his business, the resolution protects the administrator, because she has done due diligence, and has advised the council. Town Council and the administrator will discuss the information prior to inviting Mr. Bigham to join the executive session.

Mr. Smith moved to approve Resolution #13-130. Mr. Stevens seconded.

54 Mr. Johnson asked Ms. Fellner if the financial information that was to be discussed was public
55 information as far as business licenses. Ms. Fellner said it was absolutely not public information. It is
56 protected under the law,
57

58 All voted in favor. **MOTION CARRIED.**
59

60 **C. Town Merchandise Bid.**
61

62 Ms. Fellner said Town Council was provided with a list of expenditures and revenues. The
63 subject merchandise is not uniform related; it is for events and town merchandise sold on the website.
64 Staff was asked to let bids. For the past three years the cost was actually under \$5,000 per year. When
65 bids were let for the smoke-free t-shirts purchased by the grant, the town received a much better price.
66 The smoke-free t-shirts were also used for the July 4th event. This is the first time bids were let for these
67 products. There are six vendors on the bid list who are local and there are enterprises that were used the
68 last two times. Not much money is made on these products. The total revenue once inventory is sold will
69 be \$2,769.45.
70

71 Mr. Smith said the "Total Revenue" line states \$13,000, and asked what the difference is. Ms.
72 Fellner said there is inventory on hand that was already paid for, but has not yet been sold. Mr. Smith
73 said the inventory value is shown at \$4,000. Ms. Fellner said adding total revenue and the inventory on
74 hand and deducting expenditures equals \$2,769.45. Once all inventory is sold, that is the amount on
75 hand. Mr. Smith said that is the profit. Ms. Fellner said yes. Mr. Smith said if that is profit, then the
76 description of total revenue is not really exact. He believed the terminology was confusing and asked her
77 to change it to "total profit." Ms. Fellner said it would be changed.
78

79 Ms. Kohlmann said it was listed under the 2009/10 column and asked if that was correct. Ms.
80 Fellner said those are fiscal years; the numbers at the bottom are separate. Ms. Kohlmann said the way
81 the chart was made up, she thought it was carry through.
82

83 Mr. Stevens asked what year the figures at the bottom were for. Ms. Fellner said for the past
84 three years as of today. Mr. Stevens said as of today if the inventory on hand is sold, that is the inventory
85 bought over the last three years, then there would be a profit on that inventory of \$2,769.45. Ms. Fellner
86 said theoretically correct. In reality, often what happens is there are July 4th t-shirts or other events with
87 dates or other specific printing, then towards the end of the event, those particular items are sold at a
88 greatly reduced price. The profit is built in so the town does not lose money; the goal is to break even.
89 Most of the remaining inventory is not printed with any specifics or dates, and a small profit should be
90 realized. Ms. Ellis was asked to determine how many shirts had to be sold on July 4th to cover costs, and
91 once that number was reached, the shirts were discounted and sold very quickly. That process is
92 typically used for all events.
93

94 Ms. Kohlmann said in reference to dated material, the 50th anniversary is approaching, and asked
95 over the last three years of sale if records were kept about overages for dated materials. Ms. Fellner said
96 Ms. Ellis had very good records. Ms. Kohlmann said she was sure she did; she just wanted to make sure
97 that a reasonable quantity was purchased.
98

99 Ms. Ellis said event shirts are the only items that have a date, i.e. July 4th, the Barbeque Festival,
100 and the car show. Inventory on hand is only town merchandise that states "Town of Surfside Beach."
101

102 Mayor Samples asked if the bid was for a 3-year procurement. Ms. Fellner said it was for 3-
103 years, because there is not a lot of money involved, and prices for these type products do not change
104 very quickly. The cost charged this year will be very close to the price for next year. Most municipalities
105 contract on a 3-year bid. Mayor Samples said the bid is advertised and encouraged everyone to let their
106 friends or vendors that might be interested know about it. He said it was on the town website and asked
107 where else it was advertised. Ms. Fellner said it is not on the website, because Town Council needs to
108 approve the bid letting. She would publish the bid in the morning, if Town Council approves.

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Town Council **CONCURRED** to let the bid for town merchandise.

4. EXECUTIVE SESSION

Pursuant to FOIA §30-4-70(a)(2) to discuss Beach Services, Ltd. Franchise Agreement.

Mr. Smith moved to enter executive session at 6:19 p.m. Ms. Dodge seconded. All voted in favor. **MOTION CARRIED.**

Mr. Smith moved to reconvene regular session at 7:45 p.m. Mr. Johnson seconded. All voted in favor. **MOTION CARRIED.**

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

Mr. Smith moved to authorize the town administrator to draft a franchise agreement with Beach Services, Ltd. and bring it back to the council meeting on February 5th. Ms. Mabry seconded.

Mayor Samples asked for clarification, if that would be for first reading. Mr. Smith said yes.

All voted in favor. **MOTION CARRIED.**

5. ADJOURNMENT.

Mr. Smith moved to adjourn the meeting at 7:46 p.m. Ms. Mabry seconded. All voted in favor. **MOTION CARRIED.**

Respectfully submitted,

Debra E. Herrmann, CMC, Town Clerk

Approved: February 26, 2013

Douglas F. Samples, Mayor

Mary M. Mabry, Mayor Pro Tempore

Ann Dodge, Town Council

Mark L Johnson, Town Council

Elizabeth A. Kohlmann, Town Council

Roderick E. Smith, Town Council

Randle M. Stevens, Town Council

Clerk's Note: This document constitutes minutes of the meeting, which was audio taped. This meeting was transcribed by Town Clerk Herrmann. In accordance with FOIA, meeting notice and the agenda were distributed to local media and interested parties. 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 in quotes, a section of the transcription is inaudible.



**SURFSIDE BEACH TOWN COUNCIL
SPECIAL COUNCIL MEETING MINUTES
JANUARY 22, 2013♦ 10:00 A.M.
SURFSIDE BEACH FIRE STATION CONFERENCE ROOM**

1. CALL TO ORDER.

Mayor Samples called the meeting to order at 10:00 a.m. Mayor Samples, Mayor Pro Tempore Mabry, and Councilmembers Dodge, Kohlmann, Smith and Stevens were in attendance. Councilmember Johnson was absent. A quorum was present. Others present: Keep Surfside Beach Beautiful Committee Members: Abrams, and Sattelmeyer. Parking Committee Members: Kohlmann; Maruca; Goff, Dodge, and Saunders. Town Administrator Fellner, Planning Director Morris and Town Clerk Herrmann.

2. PUBLIC COMMENTS – AGENDA ITEMS

"Harry Kohlmann, 16th Avenue, South Ocean Boulevard. I'm also the chairman of the parking committee. Just want to state for the record that the parking committee, first of all, didn't want any parking on Ocean Boulevard to begin with, and if we had it only on the west side, and if you had parking, we wanted parking meters. Having said that, a, we only wanted 30 parking meters. We felt that we didn't want to make it any more cluttered on the Ocean Boulevard had too many cars on there and 136 meters is way too much. On a compromise, possibly 40 or 50. Our thinking was that too many people park on Ocean Boulevard and they would start using the parking lots. The one on 16th Avenue North and 13th Avenue South, and this way we, we'd only have about 30 or 40 cars parked on Ocean Boulevard. Thank you."

"Gene Maruca, 116 7th Ave. South. I'm also on the parking committee. This council selected this committee to do a job. That job was done. The results were presented to council. A, without the committee's knowledge, the number was (**) of meters was blown way out of proportion and also the location of the meters. Wouldn't it make sense to show the committee that you selected exactly what they, what they have in mind as to where those meters are gonna be located, because I'm sure the committee chairman selected and presented to you where they were most needed. Also, in the art of compromise, I understand 136. The committee says 30. Why can't we settle basically on 60, half, basically half of the 136, double what the committee asked for, and getting 20 on the north end, 20 on the south end, and 20 in the middle. That should at least satisfy the committee and also give us the opportunity to see how many we actually need. We may not need 136. We may not need 60. But, to put them all up there at one time, I, I, I don't see the good in that. Thank you."

3. BUSINESS.

A. Lanier Parking Solutions Contract.

Ms. Fellner explained that she had received permission from Town Council to negotiate a contact with Lanier Parking Solutions within the parameters discussed at the special meeting held on December 14th. Those negotiations are complete and a copy of the proposed contract was provided to Council, along with statements of projected revenue and expenses by areas, and a capital equipment purchase breakdown for the current parking operation, and also for Ocean Boulevard. With regard to the location on Ocean Boulevard, originally the parking committee had identified 170 parking spaces. After Mr. Adair inspected the proposed parking areas, a decision was made to increase the spaces from 19-feet to 22-feet, and that only 136 spaces were appropriate. Landscaping areas to prohibit illegal parking is financially feasible. In order to execute the contract, Council was asked to

(1) Approve the removal of the no parking signs currently along Ocean Boulevard in the areas identified by the parking committee, which was shared with Council two weeks ago, and Council to approve the numbers used in the contract exhibits.

56
57 (2) The dates of operation. The past two years operations were from March 1 through October
58 30. She recommended using those same dates, or reducing them just slightly, i.e. March 15 to October
59 15, for the 2013 calendar year to obtain benchmark data for analysis, even though the parking committee
60 recommended reducing enforcement dates. The new equipment will provide data that could be used for
61 proper analysis, including where parking is used, the day, time of day, and revenue amounts. Once the
62 data is obtained that information could be given to the parking committee to make a meaningful, fact-
63 based recommendation to Town Council.
64

65 (3) Lanier Parking Solutions contract approval. This meeting was called, because time is of the
66 essence. Lanier must order the equipment by close of business today to have delivery in time for
67 installation and use in March. If not, it may take an additional four to six weeks.
68

69 Ms. Kohlmann asked what an IPS is as mentioned in the contract. Ms. Fellner said that is the
70 term for the "latest and greatest" parking meter. Lanier is willing to pilot 30 of those meters here at no
71 cost to the town. That is why the number changed to 80 meters needed. Ms. Kohlmann asked if there
72 was extra cost for the meters. Ms. Fellner said no; the 30 meters would be on loan to the town. Ms.
73 Kohlmann said there are 36 meters and 46 meters on the parking lots at 16th Avenue North and 13th
74 Avenue South, but at locations that have significantly lower amounts of parking spaces there are pay
75 stations. She asked what the rationale was for that. Ms. Fellner said Lanier, the parking expert, made
76 that assessment. Lanier evaluated current revenue numbers, which unfortunately, is not broken out by
77 location, except for the pier. Meters and pay stations could be moved, because they are bolted to a
78 concrete base. Ms. Kohlmann said the digital pay station cost when first presented was \$11,000; now it
79 is \$13,500, which is a significant increase. Ms. Fellner said she questioned that, and was told that the
80 manufacturer's cost had increased that much in one year, because different features were added. The
81 town could buy older model equipment, but that would keep the town in the same position. Ms.
82 Kohlmann said the hand held coin counting and sorting hand held unit was quoted at \$700 and is now
83 \$2,203.
84

85 Mayor Samples was glad Ms. Kohlmann noted the price discrepancies. He said that is typical
86 occurrence when distinguishing between a sales job and a contract negotiation; it is not unusual.
87 Anytime somebody comes to sell something, "it's all rosy." Now, a contract negotiation has been
88 presented that has actual costs, which are much higher than the original proposal. But, that is not out of
89 the ordinary.
90

91 Ms. Kohlmann said she wanted to insure that everyone noted the differences and had the same
92 information upon which to make a decision.
93

94 Mayor Samples understood and appreciated the comments so there would be no surprises.
95

96 Ms. Fellner said the numbers were compared line-by-line. Every single difference was noted
97 from the original contract to the current one.
98

99 Ms. Kohlmann said the difference is approximately \$60,000.
100

101 Ms. Fellner said it depended on revenue. Including Ocean Boulevard, which was not in the first
102 proposal, increases equipment cost and revenue receipt; she estimated for the first year that
103 expenditures would be \$359,158.92.
104

105 Mayor Samples said based on his calculations, the worst case scenario including \$500 over
106 budget per month would be approximately \$105,000 net. Ms. Fellner said Lanier projects revenue of
107 \$257,264.48, subtracting Ocean Boulevard would project revenue of \$117,264.48. Mayor Samples said
108 that sounded close. Ms. Fellner said the figures are very conservative; she anticipates revenue of
109 \$140,000 in year two, with no capital expenditure. Revenue could be much higher. Mayor Samples said
110 Lanier's estimates are based on the existing schedule, March through October. Ms. Fellner said they are

111 except for the projections for Ocean Boulevard, which are based on June, July, and August. There is no
112 history on Ocean Boulevard, and Lanier wanted the projections to be very conservative. Mayor Samples
113 asked if there were expenses included based on Ocean Boulevard. Ms. Fellner said yes, with regard to
114 collections and a person, but the town already has that person and a golf cart. Mayor Samples asked
115 about maintenance. Ms. Fellner said there is a first year warranty, and most maintenance is done during
116 the off season.

117
118 Mr. Smith asked what type signage would be placed to advise people to park in metered spaces.
119 Ms. Fellner said signs would state something like parking in metered areas only. Mr. Adair is researching
120 options. She and Mr. Adair could begin managing parking by installing landscaping where parking is not
121 allowed, and that would reduce signage significantly. Work could begin during this budget year and be
122 completed in the upcoming budget year. Using landscaping would reduce the need for signage
123 significantly. She believed that tourists would understand they could only park in metered spaces. Mr.
124 Smith asked whether cameras would be used in parking enforcement efforts. Ms. Fellner said Lanier
125 staff is trained to handle irate customers, and they did not believe surveillance cameras were necessary.
126 Mr. Smith asked who would enforce the 10-foot and 30-foot rule. Ms. Fellner said Lanier would police the
127 parking meters. If the town installs signage and landscaping correctly, it should eliminate that problem,
128 because none of the spaces identified are within 10-feet of a driveway. Mr. Smith asked if our police
129 officers would have to monitor that rule. Ms. Fellner said Lanier could be asked to perform that duty and
130 there would not be an additional fee at least for this summer.

131
132 Mayor Samples asked whether Ms. Fellner meant fee or additional cost to the town. Ms. Fellner
133 said Lanier makes 6.5-percent, and also receives part of the ticket fines. Mayor Samples asked if that
134 was also 6.5-percent. Ms. Fellner said all funds are included for the calculation. Mayor Samples was not
135 concerned about the fixed fee, which is based on revenue received. His question was if additional
136 enforcement responsibilities were asked of Lanier staff, if there would be additional costs to the town.
137 Ms. Fellner said there would be two people are on duty; one driving the town-owned golf cart, and the
138 other on a bicycle. The individual on the bicycle would issue tickets. The individual on the golf cart would
139 make change and collect money. Mayor Samples said the workload would dramatically increase in the
140 season.

141
142 Ms. Dodge asked if the individuals would be town employees. Ms. Fellner said they would be
143 Lanier employees. Ms. Dodge said that was good; that is exactly what she wanted to see, because, in
144 her opinion, the town has not done due diligence in the past.

145
146 Ms. Mabry said she had asked for a discussion about signage on Ocean Boulevard for the
147 regular meeting scheduled tonight. She asked if the town would install meters without proper signage.
148 Ms. Fellner said no. Ms. Mabry wanted to make sure that everybody understood there were no options,
149 and if they choose to park illegally, they will be ticketed. She did not believe tickets were visitor-friendly;
150 however, if someone chooses to ignore the signage, they need to be ticketed. Ms. Mabry reiterated that
151 signage should be installed at the same time meters are installed. Ms. Fellner said the first season,
152 especially at the beginning, would require some additional signage, because the landscaping will not be
153 completed. As landscaping is completed, the signage would be removed. Ms. Mabry said her biggest
154 concern was that open spaces would be clearly marked making it clear that no parking was allowed.

155
156 Ms. Kohlmann asked if Lanier employees were cross-trained so they could perform either
157 function. Ms. Fellner said they would be located at Floral Lake Clubhouse. Her understanding was that
158 the Lanier employees had specific functions; some of them are cross-trained, depending on the employee
159 and training schedules. Lanier is anxious to begin. Lanier employees do a great job acting as
160 ambassadors. She personally received a ticket in Myrtle Beach a few years ago, and the ambassador
161 handled it so well, she almost wanted to smile when she got the ticket. They are very efficient and very
162 good. Ms. Kohlmann asked for clarification whether Lanier staff would monitor the 10-foot/30-foot rule at
163 no additional cost to the town. Ms. Fellner said yes, for this season the town could ask Lanier to perform
164 that function.

165

166 Mr. Smith suggested waiting to see how the season progresses. Ms. Fellner said that was
167 council's decision.

168
169 Ms. Kohlmann asked whether the town should take advantage of a free service.
170

171 Mr. Smith did not want tickets issued without the public receiving education.
172

173 Mayor Samples said there is an advantage the way the contract is written to have Lanier include
174 as much coverage as possible without additional cost. Next year Lanier will negotiate costs for additional
175 services. Ms. Fellner believed that Lanier would submit service costs annually. Mayor Samples said the
176 initial budget is very important. The initial expense agreed to by the town establishes the base line by
177 which the town does have leverage for future negotiations. He referred to page 9, section 7.4 in the
178 contract and read

179
180 The initial approved budget is attached hereto as Exhibit 2. After the first
181 parking season, a budget shall be submitted annually by January 15 of each
182 year, and approved in writing by the town's administrator within 30 calendar
183 days after receipt. If the parties are unable to agree on an approved budget
184 for any upcoming year, and under the time frames discussed above, then the
185 prior year's approved budget shall prevail until the parties agree to the
186 upcoming year's approved budget.
187

188 Ms. Fellner said Mayor Samples was absolutely correct, and that was an excellent point.
189

190 Mr. Smith asked who would distribute the town parking stickers. Ms. Fellner said that at least for
191 this year town staff should, because of the confusion about area addresses. Lanier could probably do so
192 in the future. The town receptionists distribute the parking decals, so there is no additional expense to
193 perform the function.
194

195 Ms. Mabry pointed out that most of the \$350,000 in the line item was being used to purchase the
196 upgraded parking meters and pay stations, which needed to be replaced whether the Lanier contract was
197 accepted or not. Her point was to make sure everyone understood the fund balance needed to be
198 replenished so monies would be available the next time upgrades are needed. The dollar amounts being
199 discussed were gross amounts and she believed it could be misleading. Ms. Fellner said it was the same
200 principle as saving for a car; the town will begin accruing money and earmark it for a 5- to 7-year pay
201 station replacement plan and anywhere from 7- to 10-year replacement for parking meters. She agreed
202 that it should be implemented immediately. Ms. Mabry believed the budget should show net, because
203 gross amounts tended to make everyone think "you're rolling in money," when in fact, the net would be a
204 different story.
205

206 Mayor Samples asked Town Council to address the three items specifically.
207

208 (1) Approve the removal of the no parking signs currently along Ocean Boulevard in the areas
209 identified by the parking committee.
210

211 Mr. Smith moved to authorize the town administrator to remove the identified no parking signs on
212 Ocean Boulevard that are not necessary. Ms. Dodge seconded. All members voted in favor. **MOTION**
213 **CARRIED.**
214

215 (2) The dates of operation. Town administrator recommends current times, March 1 through
216 October 31 for the upcoming season, and Town Council evaluating future seasons. Parking committee
217 chairman Kohlmann said the parking committee recommends March 15 to September 15.
218

219 Mayor Samples asked if Lanier would have to be contacted if the parking committee's
220 recommendation was adopted. Ms. Fellner said the agreement would have to be renegotiated because it
221 was based on the current season dates.
222

223 Mr. Smith moved that the dates for operating parking meters and pay stations be the current
224 scheduled of March 1st through October 31st. Ms. Mabry seconded.
225

226 Ms. Kohlmann asked if there was any data for usage for the season, and suggested using April 1
227 to September 31 as a compromise, because compromise was "what we do."
228

229 Mayor Samples called *point of order* saying he did not believe Town Council was compromising.
230 He believed, in fact, that it was the business of politicians to achieve workable, realistic solutions, which
231 really means that everybody has to compromise.
232

233 Mr. Smith said if the season didn't extend from March through October, the town would lose
234 \$30,000 revenue.
235

236 Mayor Samples said that was 10-percent of the revenue based on Lanier's projections.
237

238 Mr. Smith believed the current season dates should be used, because it would maximize
239 revenue.
240

241 Ms. Mabry suggested trying for one year, which would give sufficient data to make a better
242 informed decision.
243

244 Mr. Stevens said the parking committee recommended April 1st to September 1st, and Ms. Fellner
245 recommended April 15th to September 31st [sic.] Ms. Fellner said she recommends any dates from the
246 current season dates, and if council desire, would compromise to a shorter season. However, she
247 believed that the town needed the shoulder months to be able to obtain accurate data for comparison, so
248 that council may then make an informed decision. Mr. Stevens asked if the current dates are March 1st to
249 October 31st. Ms. Fellner said yes, and said she was asking that for at least this first year that Town
250 Council use the same season dates, and then the season dates would be presented to council in the
251 future for reconsideration.
252

253 Mayor Samples said the town is at the point where it would be beneficial to move forward with the
254 contract. Anything that would eliminate or change the substance of the contract would give Lanier cause
255 to submit a claim against the contract. Ms. Fellner said it would have to be renegotiated. Mayor Samples
256 said that would put the town in an unnecessary position. He appreciated the efforts of the parking
257 committee, and believed that everyone understood the rationale and the point the administrator made that
258 good data is not available. The proposed dates would allow collection of good data, and allow the town to
259 proceed without incurring additional risk with the contract.
260

261 All members voted in favor. **MOTION CARRIED.**
262

263 (3) Lanier Parking Solutions contract approval.
264

265 Mr. Smith moved to authorize the town administrator to sign the Lanier Solutions Parking
266 Contract as presented. Ms. Mabry seconded.
267

268 Ms. Dodge agreed with contracting with Lanier for the first year, adding that we would be "flying
269 by the seat of our pants." At the end of that year, the town would have data to be considered and that
270 could be worked with.
271

272 Mr. Stevens asked for a *point of clarification*, and asked if the motion just adopted was for one
273 year.

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Mayor Samples said it was. Council reserves the right to revisit the parking season. He offered the follow for clarification:

(a) The contract is for 5-years with an option at the town's sole discretion to extend for 2-years

(b) Page 11 of the contract refers to an "executive director," the town has an administrator. Ms. Fellner said that was corrected. Ocean Boulevard is referred to as Ocean Drive on the next to the last page, but to her knowledge there are no other corrections.

(c) Page 23, collection of monies, number (e), specifically applies to debit cards. Council wants to insure that the town is buying upgraded meters, in terms of credit card capability, and that the budget reflects the upgraded capability and the use of smart phones. Ms. Fellner believed that page 23 referred to town staff having ability to collect meters. She believes Lanier should have full responsibility for collection. She would speak with Ms. Loomis again, but did not believe that was the meaning. Mayor Samples said credit cards and smart phones technology were essential.

Ms. Kohlmann said there was a separate section identifying equipment. Ms. Fellner said she would verify with Lanier to make certain that is the case.

Mr. Stevens said that was one advantage of using Lanier.

Mayor Samples was not questioning the benefit, only that the town is assured that the cost for the most modern equipment is covered in the proposal and that the town will receive what it anticipates. When the first pay station was installed, there was a problem, because it would not accept dollar bills.

Ms. Fellner pointed out number 4(e) on page 23 saying that at some point Town Council would need to decide whether it wished to implement a merchant validation program. She believed the proposal made sense and thought the businesses would participate.

Mayor Samples referred to page 22, 1(a), and asked if parking regulation was on only the metered spaces in all most all of the R-3 and C-3 districts. Ms. Fellner said that was right, and noted the contract states "and other parking controls." Mayor Samples asked if Lanier would only enforce parking meters. Ms. Fellner said if that was what council wanted. The town can direct Lanier to do either; however, Mr. Smith previously said he did not want Lanier doing anything else now. Mayor Samples asked if council concurred.

Ms. Kohlmann believed if there was a no parking sign posted and it was violated, it would be an embarrassment to the town to not ticket the offender. She didn't mean to say "hunt people down without the signs, but if the signs are posted, the signs should be enforced."

Mayor Samples believed there was agreement that the ordinances should be enforced. The question was by whom. He asked again if there was general agreement of council that Lanier should enforce the ordinance including issuing tickets.

Mr. Smith said Lanier should enforce the 10-foot/30-foot rule beginning June 1st, but not during the shoulder season.

Mr. Stevens said the council keeps speaking about compromise, but asked whether the terms were in the contract.

Mr. Smith said it was not in the contract. That would be an agreement outside the contract and would change the scope of work.

328 Ms. Mabry said signs would be posted, and landscaping would be placed to prevent cars from
329 parking, and meters will be installed. The day the meters go up, there is no parking without paying, in her
330 opinion. She said if she chose to park where a sign clearly stated no parking, then she should go home
331 with a ticket that day. She would like Lanier staff to enforce meters and pay stations this year, and let
332 town police officers enforce other parking matters; regardless of who enforces, parking issues need to be
333 enforced.

334
335 Ms. Kohlmann said there is no ticket breakdown in the police report, but the officers are honest
336 about parking issues not being a priority, because the numbers of incidents increases greatly during the
337 summer months. She believes this is an opportunity to use Lanier staff for parking enforcement and
338 allowing the town's police officers to handle other matters. Ms. Fellner believed she was correct and said
339 the police chief previously reported to Town Council that he supported using Lanier for parking
340 enforcement, because there was not enough time, and he didn't feel parking enforcement could be
341 handled effectively by the police force.

342
343 Mr. Stevens concurred with Ms. Kohlmann's comments, because in the summer month is when
344 there are more tourists in town, and higher crime incidents. He supported allowing Lanier handling
345 parking enforcement. He said any person that parks in the wrong place should get a ticket.

346
347 Ms. Dodge absolutely agreed that Lanier should handle parking enforcement, because the town
348 has not done it well within the town, and she wanted the program to work.

349
350 Mayor Samples believed there was consensus to allow Lanier to enforce parking matters, and
351 called for a motion as to whether Lanier would handle parking enforcement during the first year of the
352 contract.

353
354 Ms. Fellner explained that the contract includes from the dune line to Dogwood Drive, but there
355 are not too many metered parking spaces up the roads. Parking enforcement would be in the metered
356 parking areas, which is what she requested, and Lanier has no problems with that scope.

357
358 Ms. Kohlmann moved to have Lanier enforce metered and non-metered areas in the area as
359 instructed by the town administrator. Ms. Dodge Seconded. All voted in favor. **MOTION CARRIED.**

360
361 Mr. Smith referred to page 22 where it states "and towing," and asked whether towing would be
362 used. Ms. Fellner said towing is rarely done, but when someone parks in a private driveway or private
363 parking area the vehicles are towed.

364
365 Mr. Smith asked Ms. Fellner if there were any other changes she would recommend before
366 approving the contract. Ms. Fellner said she contacted Lanier about four times with questions, and she
367 had no other changes that have not been incorporated.

368
369 All members voted in favor. **MOTION CARRIED.**

370
371 Mayor Samples said that as elected officials, councilmembers had a responsibility to listen to their
372 constituents and to hear them out, but councilmembers also have a responsibility that while listening to
373 constituents, to insure that town staff is also well represented. The town has the best staff in leadership
374 positions that it has ever had. While it is very important to listen to constituents on issues, he hoped that
375 everybody appreciated the hard work, patience, and effort that the directors put in. He said, "It's not easy
376 when you are really doing your job; it's always easier to say sure, we'll go along with you." In this
377 particular instance, he wanted to say more specifically that he thinks Ms. Morris does an outstanding job,
378 and the town is very, very lucky to have her working for it. He appreciated the fact that this council took a
379 major step after much deliberation, consideration, and compromise to adopt the overlay district. There
380 will naturally be concerns, "but the sky isn't falling, and the world isn't going to end. The overlay will not
381 put people out of business."
382

383 B. Discussion: Add 60-day implementation window to Ordinance #12-0729, Overlay District.
384

385 Mr. Smith was concerned that existing buildings that changed their renters needed to come into
386 compliance with the landscaping areas and suggested that a temporary window be allowed so that they
387 could get the electric power turned on and move in while they are implementing the landscaping required.
388

389 Mr. Stevens moved to suspend the rules to allow Ms. Morris answer questions. Ms. Mabry
390 second. All voted in favor. **MOTION CARRIED.**
391

392 Mr. Stevens asked for an explanation of exactly what transpires and how much time is allowed
393 under current conditions if a business was opened that had to comply with a landscaping or façade
394 overlay.
395

396 Ms. Morris said there are two scenarios. The first is an existing business that has to be brought
397 up to code: the application is reviewed; a permit will not be issued until questions are addressed to the
398 satisfaction of the department, and then a permit is issued to perform the work. This in no way prohibits
399 the business from opening. The permit is issued to perform the work, which states the permit becomes
400 null and void if work or construction authorized does not commence within six months, or if construction or
401 work is suspended or abandoned for a period of six months at any time afterwards. So basically, once
402 the permit is issued, the inspector performs an onsite inspection to insure the building is safe; a sticker is
403 placed on the building that they can open. The tenant/owner knows they have six months to start and
404 comply with the overlay requirements.
405

406 Mr. Stevens asked if they have actually six months to get the overlay done. Ms. Morris said yes.
407

408 Ms. Mabry asked if it was six months from the start date. Ms. Morris said the permit is good for
409 one year; the work must be started within six months and finished within a year. This is for existing
410 businesses only.
411

412 Mr. Smith asked for a description of an existing business. Ms. Morris said it is an existing building
413 that someone wants to occupy. It is not new construction. Mr. Smith asked if this applied when an
414 existing building that was vacant had a new tenant. Ms. Morris said yes, the new tenant would apply for a
415 business license, and meet with the building department. They overlay requirements would be explained.
416 A plan would be submitted, a permit issued, the property inspected for safety, sticker is placed on the
417 building and the new tenant can open right away. Work to comply with the overlay must start within six
418 months and be completed within one year. Mr. Smith asked if the business could operate during the six
419 months, even though work had not started on the overlay requirements. Ms. Morris said absolutely;
420 according to the current ordinance that is correct. Mr. Smith said 60-days was unnecessary, because
421 they are allowed six months. Ms. Morris said she had absolutely no problem with a 60-day requirement.
422

423 Ms. Morris said new construction requires full compliance before opening.
424

425 Mr. Stevens asked what recourse the town has if work is not started within six months. Ms.
426 Morris said the permit is void and the business can be shut down.
427

428 Ms. Kohlmann asked what the second scenario is. Ms. Morris said the second regards new
429 construction where everything must be complete before a certificate of occupancy is issued. Ms.
430 Kohlmann asked if six months was standard with overlays. Ms. Morris said generally a business is not
431 allowed to open, or a shorter completion time is given. Ms. Kohlmann believed six months was generous.
432

433 Ms. Dodge believed Ms. Morris had given the overdraft guidelines had been given a lot of thought
434 and it was fair.
435

436 Mayor Samples thought it was too weak. Ms. Morris agreed. Mayor Samples said the process
437 described applies to any building permit. Ms. Morris said that was correct. Mayor Samples said a

438 building permit is good for six months. In his opinion, it is the owner's responsibility to comply with the
439 overlay district. The tenants are just occupants, and come and go. He asked if the permit required the
440 building owner to distinguish between the owner and tenant. Ms. Morris said the owner actually has to
441 sign the permit. Mayor Samples believed the town had been overly generous, because of the nature of
442 the seasonal businesses in town. Seasonal tenants could easily hold off making improvements for six
443 months while they are open, and then close for six months.
444

445 Mr. Stevens wanted information from the administrator about the time it took to complete the
446 recent extensive renovations in council chambers. Ms. Fellner said once we knew what had to be done; it
447 took a couple of months. Mr. Stevens asked if it was less than two months. Ms. Fellner said yes. Mr.
448 Stevens said would you say 45 days. Mayor Samples said that included the bid process, also. Mr.
449 Stevens said actual work time was probably less than 45 days. Ms. Fellner said close to it. Mr. Stevens
450 said his point was that the actual work took less than two months, so perhaps council should consider
451 adopting a 60-day period once businesses have opened to comply with an overlay requirement.
452

453 Ms. Morris said that Ms. Kohlmann had asked about times for other areas. She has research
454 from other cities and no other municipality allows a year. A separate permit can be designed for the
455 overlay that would stipulate the amount of time council desires. When a year is allowed, the property is
456 inspected at six months, and at the end of the year when it's checked again, the tenant is gone. Then the
457 process begins again when another tenant opens. Some local areas will not allow occupancy, even in
458 adjacent buildings, until the requirements are met. She did not believe the town wanted to be that strict,
459 but believed 60 days was sufficient and fair.
460

461 Mayor Samples agreed with Mr. Stevens, but did not want to impede business. On the other
462 hand, the purpose of the overlay district was to improve the overall look of the town to make it more
463 competitive in the area.
464

465 Mr. Stevens asked if councilmembers would concur to directing staff to propose a 60-day window
466 for businesses to comply with the overlay ordinance, with a legal opinion, which would make the
467 businesses meet the requirements, improve the business appearance and the town's appearance.
468

469 Mayor Samples said that Mr. Stevens recommends that direction be given to staff to evaluate
470 implementing a 60-day completion for the overlay requirements and obtaining a legal opinion that town
471 council could consider.
472

473 Mr. Smith wanted a discussion on the proposed changes prior to an ordinance being presented.
474

475 **COUNCIL CONCURRED.**
476

477 Mr. Smith believed Ms. Morris should study it and consider penalties, if the work is not done. He
478 believed penalties should be handled administratively, without legal suits.
479

480 Mayor Samples said the overlay is a 'one-time deal' for the property. Once it is improved, it
481 should be done.
482

483 Mr. Stevens believed every business stood on its own feet. In regard to the situation that brought
484 this forward, and he has been in construction and also done concrete work, he estimated it would take
485 two weeks to finish the job, even with slack workers.
486

487 Mr. Smith asked if the property owner had to request the permit. Ms. Morris said the property
488 owner must sign the permit, understanding they are responsible. The tenants generally have no authority
489 to customize trees or pavement.
490

491 Mayor Samples asked Ms. Morris to bring a recommendation for town council to discuss,
492 including a legal review so there is no exposure to the town.

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4. **ADJOURNMENT.**

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

Respectfully submitted,

Debra E. Herrmann, CMC, Town Clerk

Approved: February 26, 2013

Douglas F. Samples, Mayor

Mary M. Mabry, Mayor Pro Tempore

Ann Dodge, Town Council

Mark L Johnson, Town Council

Elizabeth A. Kohlmann, Town Council

Roderick E. Smith, Town Council

Randle M. Stevens, Town Council

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

Debra Herrmann

From: Debra Herrmann [dherrmann@surfsidebeach.org]
Sent: Tuesday, February 26, 2013 10:21 AM
To: The Hon. Ann Dodge ; The Hon. Beth Kohlmann; The Hon. Doug Samples; The Hon. Mark Johnson; The Hon. Mary Beth Mabry; The Hon. Randle M. Stevens; The Hon. Rod Smith
Subject: FW: Amendment to January 22 meeting minutes

There is a correction to the sentence: **“I certainly don’t ~~not~~ hate the word compromise.”** The **“not”** should be omitted from the sentence. My apologies for the error.

A printed copy with the correction will be placed on the dais for you.

Debra
Debra Herrmann, CMC, Town Clerk
dherrmann@surfsidebeach.org - 843.913.6333
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From: Debra Herrmann [<mailto:dherrmann@surfsidebeach.org>]
Sent: Monday, February 25, 2013 11:46 AM
To: The Hon. Ann Dodge ; The Hon. Beth Kohlmann; The Hon. Doug Samples; The Hon. Mark Johnson; The Hon. Mary Beth Mabry; The Hon. Randle M. Stevens; The Hon. Rod Smith
Subject: Amendment to January 22 meeting minutes

Mayor Samples reviewed the tape regarding the point of order in lines 226 to 236, and asked that the attached amendment be sent to you for consideration. He believed the point was not stated clearly, because it omitted the personal address of “you don’t like,” and his response to properly document the point.

A printed copy will be on the dais for you. The text is:

Ms. Kohlmann asked if there was any data for usage for the season, and suggested using April 1 to September 31 as a compromise, **saying “I know you hate that word, but that’s what we do.”** ~~compromise was “what we do.”~~

Mayor Samples called *point of order* saying **“I certainly don’t ~~not~~ hate the word compromise. I believe that, in fact, that is the business of politicians to achieve workable, realistic solutions, which really means everybody has to compromise.”** ~~and he did not believe Town Council was compromising. He believed, in fact, that it was the business of politicians to achieve workable, realistic solutions, which really means that everybody has to compromise.~~

Ms. Kohlmann responded, “Absolutely.”

He requests that one of you please be prepared to move to correct the minutes as presented on this draft. The final document will have the corrections noted once the amendment is approved.



4104_001.pdf

Thank you.

Debra

Debra Herrmann, CMC, Town Clerk

dherrmann@surfsidebeach.org - 843.913.6333

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**SURFSIDE BEACH TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
FEBRUARY 5, 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; Planning Director Morris; Police Captain Miller; Public Works Director Adair; Acting Fire Chief Cimini, and Town Clerk Herrmann.

Clerk's Note: The meeting was held the first Tuesday to allow Town Council to attend the Municipal Association of South Carolina Municipal Elected Officials Institute and Hometown Legislative Action Day February 12th through 14th.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Pastor Scott Wachter from Surfside United Methodist Church gave the invocation. Mayor Samples led the Pledge of Allegiance.

3. AGENDA APPROVAL.

Mr. Smith: "Mr. Mayor."

Mayor Samples: "Councilman Smith."

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

Mayor Samples: "There's a motion."

Ms. Dodge: "Second."

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

All Members: "Aye."

Mayor Samples: "Opposed? A, minutes approval."

4. MINUTES APPROVAL.

A. Workshop Meeting January 15, 2013

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

Ms. Dodge: "I move that we approve the minutes of the workshop meeting on January 15th."

Mr. Smith: "Second."

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

56 All Members: "Aye."

57
58 Mayor Samples: "Opposed? A..."

59
60 **B. Special Meeting January 15, 2013**

61
62 Ms. Dodge: "Mr. Mayor."

63
64 Mayor Samples: "Mrs. Dodge."

65
66 Ms. Dodge: "I move that we accept the special meeting minutes on January 15th, 2013."

67
68 Mr. Smith: "Second."

69
70 Mayor Samples: "There's a motion and a second. All in favor say aye."

71
72 All Members: "Aye."

73
74 Mayor Samples: "Opposed? They're adopted."

75
76 **C. Regular Meeting January 22, 2013**

77
78 Ms. Dodge: "Mr. Mayor."

79
80 Mayor Samples: "Mrs. Dodge."

81
82 Ms. Dodge: "I move that we accept the regular meeting minutes of January 22nd, 2013."

83
84 Mayor Samples: "There's a motion."

85
86 Mr. Smith: "Second."

87
88 Mayor Samples: "There's a second. Any discussion? All in favor say aye."

89
90 All Members: "Aye."

91
92 Mayor Samples: "Opposed? The minutes are adopted."

93
94 Ms. Herrmann: "Mr. Mayor, may I say something, please."

95
96 Mayor Samples: "Please."

97
98 Ms. Herrmann: "I would just like for council to acknowledge for the record that there was a
99 change to Line 178 in the meeting minutes for January 15th. The, the sentence is 'Ms. Fellner said yes.'
100 The sentence should be 'Ms. Fellner said no. The dollar amount would remain the same, not the
101 percentage.' That has been corrected on the final minutes."

102
103 Mayor Samples: "Thank you. Everybody understand?"

104
105 Mr. Smith: "Yes."

106
107 Mayor Samples: "Very good. We will now enter public comments, three minutes, agenda items
108 only. Please come forward, state your name and address. Hey, John."

109
110
111

112 **5. PUBLIC COMMENTS – AGENDA ITEMS.**
113

114 "Hey. John Ard, 612 Cypress Drive, Surfside. Down here on number 7, business, number three,
115 I mean, excuse me, number two traffic flow on Seaside Drive. A, this is supposed to be coming up on the
116 agenda tonight on one-way streets and stuff there on account of some of the congestion and stuff in
117 these parking lots down there. There also was a question that came to my attention of the people that
118 lived on Seaside Drive. Right before I came to the meeting tonight and in the last year and a half, I've
119 studied that place pretty good. Most of the people that live down there in the winter time; you might find
120 two, maybe three. Most of those places down there are rental homes, and you got a couple of
121 businesses and stuff that backs up to that street. Scotty's Bar faces on Seaside. A, I don't see no reason
122 in the world that from a safety standpoint and if you was [sic] ever down there in the summertime, you'd
123 see what I mean, if you were trying to back out the street, people trying to pull in on account of the way
124 those parking lots are laid out. They shouldn't be no question at all as to why we can't one-way those
125 streets; 1st, 2nd, and 3rd, 1st to 3rd would come out on 2nd. That's right by, a, Surfside Realty Company.
126 Fourth, 5th, and 6th, 4th and 6th would come out on 5th. That's over there where the bathrooms and stuff is,
127 and it's plenty wide. But, the problem with it is where they got the parking there. They're still having to
128 back out in the street, and in studying this thing that last year and a half, most of the people down there
129 and the people that live in those houses, they don't try and come out in those big parking lots and stuff.
130 They use like 2nd and 4th to come out in. For the good of the town of Surfside and for the safety of it and
131 everything, when y'all get to this tonight, I urge all of you to really think about this, and let's get this done.
132 All it takes is signage, and that should take care of it. Thank you."
133

134 Mayor Samples: "Any other comments on agenda items only?"
135

136 "Glen Curtis, 257 Palladium. We had a problem along 8th Avenue on the west side and, a, right
137 up to Sand [sic] Lane and beyond. A lot of kids coming out and, a, it was dangerous at night. A group
138 was racing through. I let John Adair know and he got a light up there, and I just wanted to let you guys
139 know that he's on the job, and a lot of people in that neighborhood appreciate him. Thank you."
140

141 Mayor Samples: "Well, thank you very much, Glen, even though that wasn't on the agenda."
142

143 Mr. Curtis: (*Speaking as he returned to his seat.*) "I thought it was nice to tell about it (**)"
144

145 Mayor Samples: "I appreciate it. Alright, moving along, we'll move into the communications
146 portion of the agenda. Debra, you want to read the proclamation?"
147

148 **6. COMMUNICATIONS.**
149

150 **A. Proclamation #13-79 Municipal Association of South Carolina Legislative Priorities.**
151

152 Ms. Herrmann: "Proclamation #13-79, Municipal Association of South Carolina Legislative
153 Priorities," and continued reading:
154

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

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

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

165 WHEREAS, the Municipal Association board of directors approved the
166 2013 legislative priorities that supports local elected leaders making decisions
167 based on local needs and priorities;

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

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

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

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

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

184 BE IT SO PROCLAIMED.
185

186 Mayor Samples: "Thank you. We'll move into department reports. The first report being, a,
187 planning, building, and zoning. Ms. Morris."

188 **B. Department Reports**

189 **i. Planning, Building, & Zoning.**

190
191
192
193 Ms. Morris: "Good evening, Mayor and Council. Our department issued a total of 147 permits in
194 January. That's up from 57 permits last January, so we've been very busy. Two were new residential
195 construction. We did ni, 119 inspections, and 19 tree inspections. We reviewed 30 sets of plans for
196 additions, of course, new construction, renovations, and also pool placement. We received from Mr.
197 Chad Smith, who owns the property on 15th Avenue South. I did promise to keep Council informed. The
198 two properties are 335 and 339 15th Avenue South. He has contacted the utility company; had all the
199 utilities disconnected, and he has been looking for someone to demolish his structures. We got an
200 update today. I have an email from Mr. Smith that says he's going to have a company, which he has
201 hired, come in within the next two weeks and get the demolition permits for both buildings. So, those will
202 come down fairly quickly. We've been working pretty closely with him. The building official met with the
203 property maintenance man at 633 Sparrow Drive, Unit E. I know we did hear from some of the
204 councilmembers regarding that unit. Our building official and the maintenance guy did assess the
205 structure inside and out to let the bank know what action needs to be taken on the unit to prevent
206 condemnation, and if you'll recall, the roof had caved in. There was no door on the back, and it's [sic]
207 water damage everywhere, which of course, produces a lot of mold. We were concerned with the other
208 units in that same building. We did contact the bank and they were very slow in boarding up the
209 structure, so we a, the building official boarded it up himself in the back. The property maintenance did,
210 gentlemen did get in touch with the office and he promised to keep us informed. We'll go weekly to make
211 sure that that process is in the works to prevent any delays because of the other unit. We have been
212 following up on complaints for the beautification committee. Some are very slow, but we, and we've sent
213 letters. They've now got their second notice, and we'll be following up on those for remedies. We
214 removed 12 signs from the right-of-way, both on 17 and other streets during the month, and I'll be glad to
215 answer any questions. You do have our full report in the packets this month. I apologize that it was not
216 in last month's."

217
218 Mayor Samples: "Thank you. Any questions? "

219
220 Ms. Dodge: "Mr. Mayor."

221
222 Mayor Samples: "Mrs. Dodge."
223

224 Ms. Dodge: "I don't have a question. I just want to thank you for following up on the problem on
225 15th Avenue South. I know that the people on that street will be very pleased."
226

227 Ms. Morris: "Yes, ma'am."
228

229 Ms. Dodge: "Thank you for the job that you do."
230

231 Ms. Morris: "Thank you."
232

233 Mayor Samples: "Any questions, comments? Mr. Smith."
234

235 Mr. Smith: "At 10th South they were doing some landscaping to meet the new overlay
236 requirements. How's that coming along?"
237

238 Ms. Morris: "They are in the process, it'll probably be through, and they also got their sign permit.
239 We're looking at a few weeks, maybe for complete, completion of the overlay requirements."
240

241 Mr. Smith: "Thank you."
242

243 Ms. Morris: "Yes, sir."
244

245 Mayor Samples: "Mr. Stevens."
246

247 Mr. Stevens: "I want a [sic] thank the, a, building and zoning for going to work fast on the unit at
248 633 Sparrow Drive, and all, also want a say that things have really changed for the better in the building
249 department. Now, where in the past the town didn't get permits, now the town's always getting permits,
250 and that is, that is good for the citizens. You know what's good for the goose is good for the gander. So
251 you can rest assured that the town, when they do something gets a permit, just like you are required, and
252 that's a plus."
253

254 Mayor Samples: "Thank you. Any other? Thank you, Sabrina."
255

256 Ms. Morris: "Thank you."
257

258 Mayor Samples: "A, we will move to the police department report. Captain Miller."
259

260 *Clerk's Note: A copy of the written report is on file.*
261

262 **ii. Police.**
263

264 Captain Miller: "Good evening, Mayor and Council. You have our report, as always. We saw
265 some continuous increases in our monthly statistics over the prior year. We saw a 3-percent increase in
266 calls for service overall for the same period last year. We also saw a substantial increase in the, a,
267 number of arrests. That was 25-percent increase. We finished hiring processes for both police officer
268 and communications officer. Not only did that enable us to fill open positions, but it enables us to build a
269 [sic] eligibility list, which makes hiring a little bit easier when we do have positions come open. We made
270 a conditional offer to a, a, communications officer candidate, and she has accepted the position, and has
271 gone to work, and her name is Christy Briggs, and she is now in training in dispatch. We had, a, four
272 reportable use of force instances. No injuries to officers and only one minor injury to an arrestee. We
273 continue to keep our training scaled down this time of year to keep our staffing out on the streets, so
274 officers did continue to maintain their Class I Law Enforcement Certification as required by the academy,
275 and participated in mandatory training that kicks-in in the first of the year. Some of that type of training is
276 Officer Bob Walker attended a seminar for evidence custodians. He serves as our evidence custodian
277 and property technician, and this insures that we meet standards for evidence retention. Corporal Bryan
278 Clark and Officer Steve Brode attended a first line supervisor's class. Again, that's very important training
279 that helps us insure that we have up-to-date supervisors out there looking over what our guys are doing,

280 and that we're meeting modern standards. We made some revisions to our monthly report as you'll
281 notice. We've tried to break out and make our statistics a little more presentable, and a lot more detailed.
282 In the past we had some questions and inquiries about a, a cases that were classified as other and we
283 thought those were just too generally classified, so we broken those out to be even more detailed than
284 before, and we hope that's a benefit to council, and we received a citizen compliment on one of our
285 officers, Sergeant Don Sliker, for helping a citizen during a recent lock-out incident. She was very
286 appreciative and called in to the police department to let us know. We're continuing to work on our yearly
287 audits. First of the year we audit use of force, training, things like that to make sure that training is, a you
288 know, meeting up to standards, and we don't have any problems there, and a, Sergeant Travis Bailey
289 continues to work on two very important programs that we've been working on, the citizens academy, and
290 the TEAP (Trespass Enforcement Authorization Program) program, and we expect those to come along
291 very shortly, and Corporal Brian Clark made a, a, public speaking appearance before the Surfside Beach
292 Mom's Club, and they were very appreciative for his appearance, and I'll be glad to answer any
293 questions."

294
295 Mayor Samples: "Any questions? Comments? Captain Miller is working on an ordinance to
296 address the designer drug issue that I think most of us are aware of. Thank, you sir."

297
298 Captain Miller: "Thank you."

299
300 Mayor Samples: "Appreciate it. Moving along to the fire department report. Chief Cimini."

301
302 *Clerk's Note: A copy of the written report is on file.*

303
304 **iii. Fire.**

305
306 Chief Cimini: "Good evening Mayor and Council, residents. The incidents for January were 55,
307 an increase of about 20-percent over last year at this time. We did have 41 fire prevention activities or
308 inspections and re-inspections for the month. The Surfside volunteer staff increased by three new people
309 in January, and we have five applications that the volunteer review committee is looking at for this coming
310 month. We've established a recruitment team consisting of one of the volunteers, one of our paid people,
311 and the captain of the volunteer department. So, they're looking at ways of brining on more volunteers.
312 In training, we had Lieutenant Hans and volunteer Engineer Spain we to a risk assessment class in, in
313 Myrtle Beach, a two-day class on risk assessment, and we had Engineer Zimpleman, who is at the fire
314 academy currently taking his fire company officer one level training, which is (**) moving forward to
315 moving up in the department. Training has changed little bit. We're now using a different approach.
316 Every month we're repeating the training every Monday night for the volunteers, so we're getting a
317 repetitive approach to training, and each month we're gonna change how we do it so that we continue to
318 improve hose deployment, air pack install, and a, advancing lines. In April, we'll do four consecutive night
319 drills to meet our ISO (Insurance Service Organization) requirements and one company drill on Saturday.
320 Lieutenant Faulkenberry resigned; he (**) further his career. We advertised on January 28th. On
321 February 18th it will close. We've already gotten about ten applicants for that position. We'll hold an
322 assessment center and present the three top candidates to the town manager [sic] and the fire chief.
323 Engineer Drew resigned to take a position in Nashville in January also, and we've advertised that position
324 as well, and Lieutenant Richards announced his retirement effective February 15th. We're sure gonna
325 miss him, but he felt it was time to let his aching bones rest a while, so we're a, we're looking forward to
326 his retirement and him enjoying his retirement, and our last thing, a, we have advertised for senior
327 volunteers, and we're asking that if there's any resident, male or female, that would like to come and give
328 us some time in the fire station to act as a receptionist, answer phones when the crews are out on calls,
329 we, we certainly would like to have that opportunity for them to see the fire station and then they'll also be
330 there to greet some of the committee people that are coming in on a regular basis, so we certainly would
331 like that opportunity, and thank you for the opportunity to fill in for Butch. His recovery's slow, but a, sure,
332 hopefully, he's gonna return in a couple of months, so, and if there's any questions, I'll be happy to
333 answer them."

335 Mayor Samples: "Thank you. Any questions? Thank you, sir. That brings us to the
336 administrator's report. Micki."

337
338 *Clerk's Note: A copy of the written report is on file.*

339
340 **C. Administrator's Report – Update on Current Events.**

341
342 Ms. Fellner: "Good evening, Mr. Mayor, Council, residents. I only have one item this evening on
343 the administrator's report, and a, that I'd like to present to council for a consensus, that is to meter
344 Surfside Drive [sic.] I'm sorry, Seaside Drive. There are approximately 14 spaces on the west side of the
345 street that really should be metered since we are metering Ocean Boulevard and Seaside is even closer
346 to the ocean. We could use some of our old meters in the areas where lighter parking is most prevalent
347 and place new meters in these 14 spots. If the parking revenue warrants, we could purchase an
348 additional 14 meters in the next fiscal year as a budgeted item, and a, Mr. Kohlmann, the chairman of the
349 parking committee, has indicated that the parking committee is also in favor of this."

350
351 Mayor Samples: "Okay, Mr., a, Mrs. Dodge."

352
353 Ms. Dodge: "I just want to say I think it's a great idea to meter that area down there. I appreciate
354 the work of that committee and all the other committees. I've never seen citizens so dedicated and their
355 recommendations mean a lot. If we follow up on them, it will be to the betterment of our town. Thank
356 you."

357
358 Mayor Samples: "Mr. Smith."

359
360 Mr. Smith: "Ms. Fellner, you say Seaside Drive. Is that the north Seaside or the south Seaside,
361 and we're talking about one-way on some part of Seaside? So, I'm a little confused as to which one
362 you're talking about."

363
364 Ms. Fellner: "Well, we are, and it's on the west side and John can speak to where the..."

365
366 Mr. Adair: "(**)" (*Speaking as he approached podium.*)

367
368 Ms. Fellner: "It would all be on the north side."

369
370 Mr. Smith: "Okay, and the west side of the street."

371
372 Ms. Fellner: "On the west side (**)."

373
374 Mr. Smith: "And on the east side of the street you're putting no parking signs? (**)"

375
376 Ms. Fellner: "There aren't, there aren't any spaces that would qualify."

377
378 Mr. Smith: "Okay."

379
380 Ms. Fellner: "When you, when you do the 10-feet and all, all the other stuff there's nothing that
381 would qualify."

382
383 Mr. Smith: "And how about the, a, in front of those vacant lots on Seaside near 3rd Avenue North,
384 what would you do there? You know, where the vacant lots are?"

385
386 Ms. Fellner: "I'm not sure I know where you're talking about. John, do you?"

387
388 Mr. Smith: "John probably does."
389

390 Mr. Adair: "Yeah, on 2nd North and on 3rd North there are vacant lots. I would be in favor of
391 leaving the existing no parking anytime signs there to prevent people from filling those lots up."
392

393 Mr. Smith: "Okay. Alright, thank you."
394

395 Mayor Samples: "Help me understand, a, are the parking meters conditional upon council
396 approval of the one-way?"
397

398 Ms. Fellner: "They are not."
399

400 Mayor Samples: "Okay, so they're mutually exclusive then, right?"
401

402 Ms. Fellner: "Yes, sir."
403

404 Mayor Samples: "What's the rationale, John, for not metering the vacant lots? I mean the
405 setback. You're talking about metering setbacks, right?"
406

407 Mr. Adair: "Yeah, the right-of-way."
408

409 Mayor Samples: "That's right; excuse me, the right-of-way, and what's the rationale for not
410 metering the right-of-way where the vacant lots are?"
411

412 Mr. Smith: "Mr. Mayor, currently they say no parking in front of those two vacant lots."
413

414 Mayor Samples: "Yes."
415

416 Mr. Smith: "And he is suggesting that we leave it as no parking, so there's, people don't, a, park
417 in front of the vacant lots or on those lots."
418

419 Mayor Samples: "And that's what I'm asking. If, and because it does raise a, a, another question
420 that I had as it relates to no parking signs. At, at the last meeting I believe council authorized the taking
421 down of no parking signs, correct?"
422

423 Ms. Fellner: "Yes, sir."
424

425 Mayor Samples: "And I note that on the south, the south end there's still a ... when's that gonna
426 happen, I guess, is my question?"
427

428 Ms. Fellner: "Fairly shortly."
429

430 Mr. Adair: "Probably by the end of this week, beginning of next week."
431

432 Mayor Samples: "Thank you. But, you don't plan on taking down the, a, no parking signs where
433 the vacant lots are?"
434

435 Mr. Adair: "On Seaside Drive."
436

437 Mayor Samples: "On Seaside Drive, I understand."
438

439
440 Mr. Adair: "We certainly could meter those right of ways [sic]. (**) (*Two speaking at once.*) It is
441 planned for the 14th."
442

443 Mayor Samples: "If the answer you gave was is it's because it's all sand, obviously we don't want
444 people parking in sand and getting stuck, and so I'm, I'm just looking for the explanation as to why we
445 wouldn't meter it."

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Mr. Adair: "We would, we would have to delineate the width of the spaces. I just wouldn't want to encourage a situation where multiple cars parked on this, you know, stacked. That's what, you know being it's an empty lot, it's not like there's a building there that would be obvious to people. You'd have to actually delineate the spot with railroad ties or logs or something." (**Two speaking at once.)

Mayor Samples: "It's something we'll look at in the future. But, my real question was concerning the signs on Ocean Boulevard."

Ms. Fellner: "Mr. Mayor, I think we've certainly could look at that and if it's not sand, I don't see any reason not to meter it in front of the lots."

Mayor Samples: "Thank you."

Mr. Johnson: "Mr. Mayor."

Mayor Samples: "Councilman Johnson."

Mr. Johnson: "I agree. I think we need to be very careful to make sure that there's not at least the appearance of picking and choosing parking spaces on..."

Mayor Samples: "That's right."

Mr. Johnson: "...a, particular lots or in the, a, right-of-way."

Mayor Samples: "That's right."

Ms. Fellner: "Yes, sir. I would agree."

Ms. Mabry: "Mr. Mayor."

Mayor Samples: "Ms. Mabry."

Ms. Mabry: "Ms. Fellner, do we own those lots?"

Ms. Fellner: "We don't own those lots."

Ms. Mabry: "So if somebody comes and builds a building and we've got meters up, we would have to abide by the 10-foot law. We'd have to take those, some of those meters out, correct?"

Ms. Fellner: "We would, but a meter isn't a big isn't a big, it's not a big deal. It's basically a, a pole."

Ms. Mabry: "Right, but we don't have them in front of other people's houses. I mean we would have to make sure that this is the driveway..."

Mayor Samples: "We do."

Ms. Mabry: "... so we would have to, to a, we'd have to make some concessions, some, because it is not our lot."

Ms. Fellner: "Yes, ma'am, that's correct."

Ms. Mabry: "Okay. Alright."

Mayor Samples: "Ms. Kohlmann."

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Ms. Kohlmann: "Now you said this was north, on the north side only on Seaside?"

Ms. Fellner: "Yes."

Ms. Kohlmann: "What about the south side? Is there, aren't, cause..."

Ms. Fellner: "There isn't any identified parking, parking on the south side by either John Adair or the parking committee. They've both looked at the issue."

Ms. Kohlmann: "Okay. Thank you."

Ms. Fellner: "That is, I mean, clearly because the right-of-way is smaller when you get on the south side of Seaside."

Mayor Samples: "As long as we're talking about it, is, is there golf cart parking possible there? I mean, you say it's smaller."

Ms. Fellner: "Mm, huh."

Mayor Samples: "I think that... (*Two speaking at once*) Let's look at that, okay."

Ms. Fellner: "We will."

Mayor Samples: "Let's look at that, because one of, one of the nice things about living in town is that you've got a sticker and it's on your golf cart, then you can tie up a, a paying meter, and the intent, I believe, is to gen, is also to generate revenue to help keep tax rates where they are."

Ms. Fellner: "We will look at that."

Mayor Samples: "Thank you."

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

Ms. Dodge: "Excuse me, if I may. There is plenty of parking for golf carts at beach accesses. My husband and I have ridden to every one of them, and I don't know how you would mark the spaces, but that would be all you'd have to do that, that it wouldn't be haphazard, and we could take care of golf carts with stickers, of course. Thank you."

Mayor Samples: "Parking is always an issue in the Town of Surfside Beach in the summer time, and we want it to be an issue, because that means that we're serving people that help pay our bills, and frankly, the more the merrier. Anything else? Do you need a consensus?"

Ms. Fellner: "I just need a consensus."

Mr. Smith: "Yes."

Ms. Dodge: "Yes."

Mr. Stevens: "Yes."

Ms. Kohlmann: "Yes."

Mayor Samples: "You have your consensus."

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Mr. Johnson: "Mr. Mayor."

Mayor Samples: "Mr. Johnson."

Mr. Johnson: "I will give my consensus with the additional comment that, a, some members of this council made the decision to vote for parking meters on Surfside Drive and Ocean Boulevard, so you know, the more parking meters, the better, and I'll just, a, relay their phone numbers to the complainers."

Mayor Samples: "Understand. Thank you, Micki."

Ms. Fellner: "Thank you, Mayor."

Mayor Samples: "Alright, we are in our business section. First item would be the, a, second reading of Ordinance number 12-725 [sic] to amend Section 6-27 Trustees of the Firemen's Insurance and Inspection Fund. Ms. Fellner."

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

7. BUSINESS.

A. Second Reading Ordinance #12-0725 to amend §6-27 Trustees of the Firemen's Insurance & Inspection Fund, Administrator Fellner.

Ms. Fellner: "The reading to amend Section 6-27 Trustees to read:

The mayor, the mayor pro tempore, and the chief of the fire department [a]re hereby appointed trustees of the firemen's insurance and inspection fund and they shall have control thereof and direct its disbursement under such rules and regulations as may be adopted by them in accordance with state law.

So, it's just changing the one member to be the mayor pro tem, because that will change every two years, and the mayor pro tem also has check signing privileges, so it just seemed a wise thing to do."

Mayor Samples: "Any other comments or questions?"

Mr. Stevens: "Mr. Mayor."

Mayor Samples: "Mr. Stevens."

Mr. Stevens: "If I recall, we passed a [sic] ordinance, a, where every election there was gonna be a new mayor pro tem."

(Several speaking at once.)

Mr. Stevens: "Okay, so basically, this will basically change every election, wouldn't it?"

Ms. Fellner: "Correct."

Mr. Stevens: "Yeah, okay. I'll be okay with that."

Mayor Samples: "Any other comments? All in favor say aye."

Unknown Speakers: "Aye."

Ms. Herrmann: "There is no motion, Mr. Mayor."

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Mayor Samples: "Oh, I'm sorry. I guess we need a motion. But they were gonna vote for it anyway. (*Laughter.*) Okay, I apologize. Is there a motion that anyone would wish to make?"

Mr. Johnson: "Mr. Mayor, I make a motion that we approve second reading of Ordinance Number 12-0725."

Mayor Samples: "Thank you, sir."

Ms. Kohlmann: "Second."

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

All Members: "Aye."

Mayor Samples: "Opposed? Hearing none, Second reading is adopted. The next item, second reading Ordinance 13-0736, Laser Pointing Devices, Councilmember Dodge."

B. Second Reading Ordinance #13-0736 Laser Pointing Devices, Councilmember Dodge.

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Ms. Dodge."

Ms. Dodge: "I would move that we accept second reading of this motion. It is a dangerous, those are dangerous instruments in the wrong hands or if used inappropriately."

Mr. Smith: "Second."

Mayor Samples: "There's a motion, a second. Any discussion? Clearly, the Coast Guard let the local governments know last year that it was certainly an issue for them having to ground a helicopter after the laser was shined in the cockpit, and so, yes, this is an absolute necessity. All in favor say aye."

All Members: "Aye."

Mayor Samples: "Opposed? Second reading is adopted. The next item, first reading of Ordinance number 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. Ms. Fellner."

C. First Reading of 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.

Ms. Fellner: "The changes that were made to the document, I just wanted to note from the document that appeared last week. The new one is up on the website. There are four changes, page 1, Division 1, paragraph 3, it says now, therefore, know all men by these presents and in the old one it says for five dollars and the mutual promises; the five dollars has been removed. So, it will just read for the mutual promises and covenants contained herein, and then go on from there. The second change is page 2, Article II, Section 3, it will read, we had taken out the 5-percent, then we have put nothing in and now it will read each year the franchisee shall pay to the town the prescribed franchise fee of \$1,000. 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. So that changes both the franchise fee and they will continue to pay the business fee and the hospitality fee. And then the next change is page 3, Article III, Section 2, and that's items (a) and (b), as well, as the (***) and the changes are the lifeguard stands and lifeguards specified in Section 1 hereof shall be in place, manned, and fully operational in compliance with the following schedule, and that change was made because

670 Councilwoman Kohlmann pointed out that it was very confusing, the old wording and I think this wording
671 makes it more, it just simplifies it. And then (a) it should read all 10 stands, and (b) should be at least 6
672 stands. And then there's one additional change, page 3, Article III, Section 8, item (e) which now reads
673 use a cell phone or other digital device while on duty so that there is no use of cell phones or any kind of
674 digital devices while lifeguards are on duty. And those are the changes that have occurred in the last
675 week."

676
677 Mayor Samples: "Thank you. Can I get a motion?"

678
679 Mr. Smith: "Mr. Mayor, I move that we adopt first reading of Ordinance #13-0737."

680
681 Mayor Samples: "Is there a second?"

682
683 Ms. Mabry: "Second."

684
685 Mayor Samples: "There's a second. Any discussion? All in favor say aye."

686
687 All Members: "Aye."

688
689 Mayor Samples: "Opposed? Thank you. Alright, a, D, parking committee recommendations,
690 Administrator Fellner.

691
692 **D. Parking Committee Recommendations, Administrator Fellner**

693
694 **i. Authority for Lanier Staff to issue Parking Tickets.**

695
696 Ms. Fellner: "Yes, the first thing that I would like to ask council, I would like to defer the first item,
697 because we were supposed to have a meeting before, but a, Ms. Loomis had to postpone it, so we are
698 having that meeting regarding this particular issue tomorrow, and I'd rather just give council the
699 information at one time and let them make, make a decision on this, if we have to do anything significant."

700
701 Mayor Samples: "Any objection?"

702
703 Mr. Smith: "No."

704
705 Mr. Johnson: "No."

706
707 Unknown Speakers: "No."

708
709 Mayor Samples: "Okay."

710
711 **ii. Traffic Flow on Seaside Drive.**

712
713 Ms. Fellner: "The second one; let me put the slides up. It takes a minute to warm up, sorry."

714
715 Mayor Samples: "It's alright. It's only because we have the latest and greatest equipment.
716 (Laughter.)"

717
718 Ms. Fellner: "I think it's pretty handy-dandy myself."

719
720 Mayor Samples: "Very good."

721
722 Ms. Fellner: "Okay, this is regarding the traffic flow on Seaside Drive. There is a decision paper
723 and I would just like to quickly read through it. It's very brief. The subject is a recommendation for the
724 parking committee to alter the traffic flow on Seaside Drive from two-way traffic to one-way traffic. The
725 purchase, the purpose is to minimize vehicular congestion and maximize vehicular safety and property

726 protection on Seaside Drive from 1st to 3rd South and 4th to 6th South. The facts are that the traffic is
727 currently two-way on Seaside Drive. Two-way traffic and angle parking on the narrow road creates
728 congestion, especially during the summer. Only our smallest fire truck has sufficient turning radius to
729 make all turns in a two-way traffic pattern. All of our fire trucks, even our largest, has sufficient turning
730 radius to make all turns in a one-way traffic pattern. The impact or success or failure, if the traffic pattern
731 remains two-way, we will continue to experience unnecessary congestion, especially during the summer
732 months, and if the traffic flow is changed to a one-way pattern, congestion will be reduced and the larger
733 fire trucks of the town will be able to make faster and safer ingress and egress to properties on Seaside
734 Drive. The recommendation, the parking committee recommends that the traffic flow on Seaside Drive
735 from 1st to 3rd South and 4th and 6th South be changed from a two-way traffic pattern to a one-way traffic
736 pattern, and there is the plan for 1st South to 3rd South (*referring to projection screen;*) 1st South is on the
737 left. So obviously, 3rd is on the right, and you would enter on 1st or enter on third and you would exit on
738 2nd. This is Seaside Drive, 4th to 6th and this is the same pattern that you would see on the prior streets,
739 the 1st to 3rd where you enter on two streets where they have all that angle parking that's the problem
740 backing up into that, and then exit on 5th. The rationale for the recommendation was that this would help
741 to alleviate congestion, especially in summer months, and facilitate ingress and egress of large
742 emergency vehicles to Surfside Drive [sic.] to Seaside Drive properties."

743
744 Mayor Samples: "Thank you. What's your recommendation?"

745
746 Ms. Fellner: "I think it's a good idea. I, I think it's well worth trying."

747
748 Mayor Samples: "Okay."

749
750 Ms. Fellner: "I, a, I know that when you do things like this, people who have very expensive
751 houses might tend not to like it. I mean they, they could say we don't like this new pattern, but there's
752 nothing that says if we try this for this summer and it doesn't work and people aren't happy and council
753 doesn't receive a good report from the public that it couldn't be changed."

754
755 Mayor Samples: "Well, what I heard you say is, is it's primarily safety issues."

756
757 Ms. Fellner: "Yes, sir, it is."

758
759 Mr. Johnson: "Mr. Mayor."

760
761 Mayor Samples: "Mr. Johnson."

762
763 Mr. Johnson: "Ms. Fellner, were any of the business owners and/or homeowners down there
764 surveyed? Was, was any of their input sought?"

765
766 Ms. Fellner: "There aren't, the only ones, and the parking committee did go and speak with the
767 homeowners down there. There aren't many homeowners who, there's just a few, there's just a handful
768 of people who live down there, you know."

769
770 Mr. Johnson: "I didn't ask that. I asked if the homeowners and the business owners, which are, I
771 mean they don't have to live there, but were they consulted?"

772
773 Ms. Fellner: "Just the ones who are around for them to go and visit. We did not do a, we did not
774 do a survey. We did not mail a survey of any kind. So, we did, we did not do that. Staff did not do that..."

775
776 Mr. Johnson: "Okay."

777
778 Ms. Fellner: "...and, the parking committee did not do that."

779
780 Mr. Johnson: "Did anybody think of doing that?"

781

782 Ms. Fellner: "This idea just came up. I mean, it's been slated to, they discussed it and it's been
783 slated for this meeting. I just, no."
784

785 Mr. Johnson: "So did it come from, did this idea come from the, a, parking committee, or did it
786 come from you, or ..."
787

788 Ms. Fellner: "It came from, originally it came from the parking committee, and they got it from, I'm
789 told, from a couple of citizens who actually live on Seaside who have an issue in the summer, and then
790 we looked into the fire trucks and the issue with that in the summer and that was serious enough with me
791 to bring it to council. I mean, I know that there's an issue, because where the angled parking, where you
792 see the angled parking on, like, 4th and 6th on that, when they're coming out and you have two-way traffic
793 in the summer, it's, it's kind a challenging, you know, so."
794

795 Mr. Johnson: "Well, to be honest with you, I disagree. I've lived here since 1985, and I go down
796 there all the time. I just, I, I haven't seen a major problem, you know, and I, I, I hate to say this, but it, to
797 me it seems like it's contrived, or, or somebody's trying to push something through that doesn't need to
798 be pushed through."
799

800 Ms. Fellner: "We also have..."
801

802 Mr. Johnson: "That's my personal opinion. I'm sorry."
803

804 Ms. Fellner: "Yep. No, no, no, that's fine. I do want you to know that do also had the police, I
805 invited the police to that, that meeting so that they could, so that they could chime in on whether they
806 thought it, it was a safety issue, and I mean they thought this would be good for maximizing safety.
807 Having said that, I do want to point out, and be fair, that we have not had a lot of accidents. It's not
808 saying we're not going to have some, you know, but a, to be fair to your point, I just wanted to point that
809 out, because I did ask that question."
810

811 Mr. Johnson: "Okay. Thank you."
812

813 Ms. Fellner: "You're welcome."
814

815 Mr. Stevens: "Mr. Mayor."
816

817 Mayor Samples: "Mr. Stevens."
818

819 Mr. Stevens: "I have two, two questions. Well, actually three, if you count all, all the parties. A,
820 the fire department has looked at this right?"
821

822 Ms. Fellner: "Yes."
823

824 Mr. Stevens: "And what was their rationale. Was this, would this cause any problem with
825 service, let's say somebody had a fire on Seaside Drive. Would there [sic] cause any problems?"
826

827 Ms. Fellner: "Well, the issue is with the turning radius of the larger trucks."
828

829 Mr. Stevens: "Um, huh."
830

831 Ms. Fellner: "I mean, fire trucks can go anywhere, so eventually they're gonna get to the
832 property, but if it's one way it's much easier and all of our trucks can make the turns."
833

834 Mr. Stevens: "So from a safety standpoint this is better for the fire department?"
835

836 Ms. Fellner: "For large emergency vehicles, yes, sir."
837

838 Mr. Stevens: "(** *two speaking at once*) and also the police as well?"

839
840 Ms. Fellner: "The police said that this would maximize safety."

841
842 Mr. Stevens: "A, the last question is, is ques, I, I've been down there several times, and I noticed
843 on 6th Avenue South it says drive to private resident [sic.] But, I noticed where that drive way is there's
844 actually three, you can still see the lines from three parking spaces. Why were those parking spaces ever
845 removed?"

846
847 Ms. Fellner: "Which parking spaces? I'm not clear what you're..."

848
849 Mr. Stevens: "As you turn in off of Ocean Boulevard, you've got a private residence there, and it
850 shows three, if you go down there, you can still see the stripes. There, there was [sic] three parking
851 spaces. That resident has a [sic] entrance off of Ocean Boulevard, but also has a [sic] entrance off of 6th
852 Avenue. Why were those parking spaces ever removed?"

853
854 Ms. Fellner: "I have no idea. I have no idea. I'd have to, I'd have to research it."

855
856 Mr. Stevens: "Could you find out?"

857
858 Ms. Fellner: "I could, yes, sir."

859
860 Mr. Stevens: "Okay, thank you."

861
862 Mayor Samples: "Any other questions, comments?"

863
864 Ms. Mabry: "Mr. Mayor."

865
866 Mayor Samples: "Ms. Mabry."

867
868 Ms. Mabry: "Of course, you know, I'm gonna bring up signage, because it's gonna be an issue.
869 It's nice to redirect traffic, but it's not nice, it's not easy (**) flow. It's not gonna be an easy flow unless we
870 have proper signage, and that's a, not only is it gonna cost and that's okay, but it, it's gotta be very clear.
871 I mean it has to be extremely clear, because now you are gonna have an accident. So, I, I'm just
872 wondering how much thought's been put into the signage. Where it's gonna go. How it's gonna work. I
873 want to make sure everybody has a clear understanding, cause there's more to it than changing traffic
874 plan, patterns."

875
876 Ms. Fellner: "We, we actually did discuss that, and there's standard protocol when you have two
877 one-ways abutting each other where you make a turn and that road is a two-way, and there are, there's
878 certain signage things that we would have to do. And clearly, we would have to add signage, especially
879 near the intersections. Mr. Adair, Adair, if council wants to do this, will begin looking at the appropriate
880 signage for that. But, we have talked about that, and we have looked at some alternatives and what they
881 look like and what's the safest thing, and that's gonna have to be, a, the police and myself, and John
882 Adair meeting to discuss exactly how much signage, because you've gotta, you gotta do both sides in
883 order for them to realize that they can't go forward. And then typically putting something in the middle is
884 really good. So, there are a lot of alternatives, but we have discussed it and we are gonna look at it, but
885 we don't want to do that if council doesn't want to do this. We don't want to waste the time."

886
887 Mr. Smith: "Mr. Mayor."

888
889 Mayor Samples: "Mr. Smith."

890
891 Mr. Smith: "I, I, just one additional question related to signage. Have you talked about painting
892 arrows on the road?"

893

894 Ms. Fellner: "Yes, sir, and that would be one of the things that would be done."
895
896 Mr. Smith: "Okay, thank you."
897
898 Ms. Fellner: "That's important."
899
900 Mayor Samples: "You're also gonna have to prevent people from driving up the wrong way."
901
902 Ms. Fellner: "Yes."
903
904 Mayor Samples: "Right."
905
906 Ms. Fellner: "Those are those red signs, the wrong way."
907
908 Mayor Samples: "Like out on Highway 17."
909
910 Ms. Fellner: "Yes, sir."
911
912 Mayor Samples: "Okay. Alright, any other comments?"
913
914 Mr. Stevens: "Mr. Mayor."
915
916 Mayor Samples: "Mr. Stevens."
917
918 Mr. Stevens: "I've seen this sometime in the past. As a matter of fact, I saw it before I was ever
919 elected to council. It seems like we had a parking committee before and then they (**) reinstated it. I
920 believe Councilman [sic] Dodge worked on that parking committee and this is one of the things they were
921 working on. So, it has, it has gone through some intense study. I think this is a good thing. I don't, I think
922 the only reason you would drive down a one-way street is you're either intoxicated or blind. So, I think
923 this is a good thing for the citizen [sic.]"
924
925 Mayor Samples: "Well, I would beg to differ with, with, with that comment, but that's alright.
926 That's alright. Ms. Kohlmann, any comments? The question I would have is what would it take to notify
927 the property owners, property owners of record?"
928
929 Ms. Fellner: "It would not be, it would not be a major issue. We would just have to do a merge
930 letter and get it out to the property owners. I can do that."
931
932 Mayor Samples: "Is there, first, is there an inclination to adopt the, would this require an
933 ordinance change?"
934
935 Ms. Fellner: "No."
936
937 Mayor Samples: "Does this have to go to planning and zoning?"
938
939 Ms. Fellner: "No, sir."
940 Mayor Samples: "Okay. So council is the appropriate body..."
941
942 Ms. Fellner: "Yes, sir."
943
944 Mayor Samples: "...to make the decision. Does anyone other than myself feel that we should at
945 least inform the property owners of record prior to making a decision on this?"
946
947 Mr. Johnson: "Yes."
948
949 Ms. Mabry: "Yes, definitely."

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Mayor Samples: "Anyone else? I hear Mr. Johnson. I hear Ms. Mabry. No one else? Alright, I, I'd still like us inform, a, a, a letter from the mayor to inform them of this action. Alright."

Mr. Smith: "Mr. Mayor, do we need a motion?"

Ms. Fellner: "Yes, yes we do."

Mr. Smith: "Mr. Mayor, I move that we adopt the parking committee's recommendation for one-way traffic on Seaside Drive South per the diagram."

Mayor Samples: "There is a motion."

Multiple Speakers: "I second."

Mayor Samples: "Mrs. Dodge seconds. Any discussion? All in favor say aye."

Unknown Speakers: "Aye."

Ms. Mabry and Mr. Johnson: "No."

Mayor Samples: "No."

Ms. Herrmann: "Mr. Mayor, just to be sure I understood, you're talking about Seaside Drive South?"

Mayor Samples: "Yes."

Mr. Smith: "That's correct."

Clerk's Note: The motion was approved with Councilmembers Dodge, Kohlmann, Stevens and Smith voting in favor. Mayor Samples, Mayor Pro Tempore Mabry and Councilmember Johnson voted against.

Mayor Samples: "Yeah. Alright the next item would be free parking for trailers during bike weeks."

iii. Free Parking for Trailers During Bike Weeks

Ms. Fellner: "Right. The, a, parking committee feels that if we would allow free trailer parking during bike weeks in the 13th Avenue South and 16th Avenue North lots, that this would promote good will and keep the unsightly trailers in defined areas that are equipped to dealer, to deal with larger conveyances. I would also like to note that the United Methodist Church will be allowing free trailer parking during bike weeks in their parking areas. We would, of course, need to disseminate this information to all the rental companies, if council wants to go ahead and do this, and post the information at like the library and public places, the grocery stores, on our website, et cetera."

Mayor Samples: "So, the recommendation from the parking committee is, is that the one parking lot on the south end..."

Ms. Fellner: "Right, yes sir."

Mayor Samples: "...one parking lot on the south end, because it's nice that United Methodist is, is gonna do whatever United Methodist wants to do, but the business at hand for the council is the recommendation for one parking lot, 13th Avenue South. What weeks are we talking about, specifically? Are we talking about more than a week, less?"

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Ms. Fellner: "It's almost three weeks, because the bike weeks run sort of together."

Mayor Samples: "(**) ...dates, I guess, as I am corrected."

Ms. Fellner: "I don't have the dates."

Mayor Samples: "We have time. I mean there's no sense of urgency associated with..."

Ms. Fellner: "I'll get you the dates, Mayor."

Mayor Samples: "...with this."

Ms. Fellner: "I should have had them."

Mayor Samples: "That's alright."

Ms. Fellner: "I apologize."

Mayor Samples: "Is there any disagreement? I mean there's no sense of urgency..."

Ms. Kohlmann: "No, but I just have one other question."

Mayor Samples: "Ms. Kohlmann."

Ms. Kohlmann: "When you get those dates, is it possible, and I don't know if it is possible, to see what kind of loss of revenue we would get by doing that, cause I know it's May. It's usually Mother's Day weekend and then Memorial Day weekend. But, what would be, do we have any kind of figures on what we collected for that period last year in May at those specif, specific parking lots, just so we can be aware of this."

Ms. Fellner: "The answer is no. There, they were lumped in together the way they did it for the meters, because they're not, they're not digital. They don't keep track of that data. The 13th to [sic] 16th are our most outlying ones; 16th North and 13th Avenue South. 13th Avenue South rarely fills up, even in the middle of the summer."

Mayor Samples: "Right."

Ms. Fellner: "So, that's why these; the parking committee has proposed these, because they tend to generate less revenue than any of the others."

Mayor Samples: "And a, just a follow-on question. I'm sure the answer is no, but I'll ask it anyway. Are there any liability issues that the town assumes by offering this in terms of security, et cetera?"

Ms. Fellner: "No. If they were parking, it, it wouldn't matter if they were parking and paying or parking, and not parking [sic.] Our liability would be the same."

Mayor Samples: "Okay. Is the intent as a follow-on to prohibit trailers on Ocean Boulevard?"

Ms. Fellner: "We have not discussed that, yet."

Mayor Samples: "Okay, I'm just trying to understand the totality. Thank you. Bring us back dates, okay. The next item is parking information, signage on US 17 Business."

iv. Parking Information Signage on US 17 Business.

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Ms. Fellner: "Yes. (**) That'll take a minute. (*Referring to photograph*) Standard blue with reverse out white lettering beach parking signs will be placed on US 17 Business at all through streets. Directional signage will also be placed at the intersection of each through street and Ocean Boulevard to indicate lot parking, and I also wanted to show one of the signs for the parking in metered spaces only."

Mayor Samples: "Let me stop you. I want to back you up, cause I want a make sure I heard you correctly. So all through streets from 17 Business to Ocean Boulevard will have signs on Highway 17."

Ms. Fellner: "Correct, that will say beach parking."

Mayor Samples: "How many are there?"

Ms. Fellner: "Um."

Mayor Samples: "Quite a few."

Ms. Fellner: "There are."

Mayor Samples: "Quite a few. That goes a long way to our beautification effort."

Ms. Fellner: "That's the proposed signage for Highway 17."

Mayor Samples: "You know, it's been pointed out to me, to be perfectly honest with you, that there are international standards for signs, and, and a, and it's probably easier to recognize the symbol for parking, which is a P, right? I mean, I, I know when I go downtown, I always look for P to find a parking place."

Ms. Fellner: "I think, Mr. Mayor, the thought was we want people to know that this is the way to, to quickly access beach parking, to find somewhere where they can park to go to the beach."

Mayor Samples: "Well, that's why I'm gonna ask it again, because I want to make sure I understand, okay. Are we talking about to the parking lots, for instance, a, 13th Avenue, I don't believe goes all the way through, okay. So..."

Ms. Fellner: "You have to come down and around."

Mayor Samples: "Right. 5th Avenue North, there's no parking up there. Are you, do we have a sign there? It goes all the way through. I'm just trying to understand where the signs are gonna go."

Ms. Fellner: "The, the parking committee is recommending that they go at every through street on Highway 17."

Mayor Samples: "It doesn't make sense to me, okay."

(**) (*Unknown speakers away from microphone.*)

Ms. Fellner: "Okay. Mr. Mayor, we're gonna have to go back to the parking committee, because obviously there's a misunderstanding."

Mayor Samples: "Thank you. I appreciate that, and any a, anybody object to sending it back to get, to get it definitized [sic]?"

Unknown Speakers: "No."

Mayor Samples: "Thank you."

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Ms. Fellner: "I did want to show you, this is the Ocean Boulevard signs that we have talked that will say parking in metered spaces only, so there will be no question about where you can and cannot park. And, that is all I have."

Mayor Samples: "Thank you, Micki. Alright, we enter our, I appreciate the hard work that the committee's done. Would like them to continue and define it a little more clearly so we can consider it. Thank you."

Ms. Fellner: "And, Mr. Mayor, I think that may be just my fault; a communications thing. I believe they told Mr. Adair one thing and me another thing in my notes, so I apologize."

Mayor Samples: "I blame you for nothing. No, I'm teasing!"

Ms. Fellner: "I apologize if it was my fault."

Mayor Samples: "Credit to the top, blame to the bottom. That's how I was taught, okay. *(Laughter.)* Moving along, we're entering discussion. Any matters of concern or information to be discussed by Town Council. I see that Councilmember Stevens, a, you want to discuss, we, we put on the agenda revisit buffer zones and stormwater committee."

8. DISCUSSION.

Mr. Stevens: "Yes, sir, Mayor Samples and Council. The reason I wanted to come back to this, I went to a stormwater committee recently and the, a, the stormwater committee was supposed to elect a chairman, and they failed to elect anybody, and a, I think it's imperative that we have a good stormwater committee, and we also look at the, at the possibility of having good people on there. It's, it's a shame that, a, stormwater has, committee has not meeting as much as we would like them to, and a, I, I've talked to John Adair about this, and a, I would like to get, a, John [sic] and Sabrina's thoughts on revisiting the buffer zones, and possibly (**) this with the, a, docks we were talking about, so I'd like to make a motion to suspend the rules for, so we could, a, discuss this, (** *two speaking at once.*)"

Mayor Samples: "We're in discussion, so..." (***Two speaking at once.*)

Mr. Stevens: "I'd like to hear John Adair and Sabrina, and a, bring them up so we can get a little bit more information on this."

Mayor Samples: "Well, alright. Any objection? Nope, alright. Ladies first."

Mr. Stevens: "Basically, what I'd like you to do, if you could, Sabrin, Sabrina, is you work with the planning and zoning and I think John did, as well, on the buffer zones for the lakes, and a, there was some concern by council that people would not have access to the lake, if I recall, and I was just wondering if, if you have any suggestions of how to maybe come up with something better, and a, and also, a, John, I'd like you to address some of things we talked about the other day with the stormwater committee. What, what they really need to do, and what, what benefit they have to the town. I think this is important, because we have a lot of stormwater projects, I think, that are in the works down the road that we probably need to look at."

Ms. Morris: "Well, as far as the planning commission goes, they did make recommendations to the council, and I will certainly say that they worked. This was not a one meeting task. We had several meetings with the general public, with the stormwater committee. The planning commission took this very seriously. They met with experts on the requirements for vegetation, exactly what the buffer would need to actually be viable for the town. We heard from the experts saying that 15-feet is a minimum. We certainly were not trying to take any land from the, the private property or private property rights. We were just merely trying to protect the stormwater retention ponds, and absolutely the private property so it wouldn't wash away. We never said, not to my knowledge that we were trying to prevent anyone from

1174 actually getting to the water. We discussed even grouping some landscaping so they could get to the
1175 water, and I think you, and some others had mentioned maybe a walkway or whatever. We were not
1176 opposed to that, but the planning commission when they presented what they did, that was through many
1177 hours of studying the issue; meeting with the professionals, and this is what they recommended. We did,
1178 after council asked that we take it back to planning commission, because of the hours and because of the
1179 work that went on, they would still recommend what was submitted at that time.”

1180
1181 Mayor Samples: "Thank you. John, do you have any, anything to add?"

1182
1183 Mr. Adair: "Well, as Sabrina said, this, this is a repeat or a, this is handled thousands of different
1184 ways. There's over 5,000 buffer ordinances on the books throughout the country, from the Chesapeake
1185 Bay to California to whether it's a river situation or lake situation, there's all sorts of vegetative buffers that
1186 are in place all over the place, and there is something appropriate for Surfside Beach. Some places it's
1187 handled with a percentage, you know, 75-percent of your shoreline to be vegetative to allow access.
1188 There's certainly no intent to keep people from using the water. If the council wants to revisit this, we can
1189 certainly change the heights, change the depths, but 15-feet is the recommended minimum to receive a
1190 water quality improvement. Keep in mind, bear in mind that the, the, the a, motivation for creating this in
1191 the first place through stormwater was the erosion issue, and, and the water quality benefit was ancillary
1192 to that.”

1193
1194 Mayor Samples: "Thank you. Any other comments?"

1195
1196 Ms. Mabry: "Yes, Mr. Mayor.”

1197
1198 Mayor Samples: "Ms. Mabry.”

1199
1200 Ms. Mabry: "When this was all, you know, to hear the back, back story; we now offer that to
1201 home builders building on the lake as a volunteer basis, is that correct? You give them the information.”

1202
1203 Ms. Morris: "Yes, we do.”

1204
1205 Ms. Mabry: "And, and, you would...”

1206
1207 Ms. Morris: "When they come in for the permit.”

1208
1209 Ms. Mabry: "When you come in for the permit, so it's volunteer instead of mandatory. Do you
1210 know, is it 5-percent; it's a very small amount of homes that are not built on the lake now. We don't have
1211 very much land there, do we, that is not built up.”

1212
1213 Mr. Adair: "I believe the survey that was done showed, was it 50 lots around town?"

1214
1215 Ms. Morris: "It was certainly minimal.”

1216
1217 *(Multiple speakers at once.)*

1218
1219 Ms. Mabry: "You're talking about 50 lots that are undeveloped.”

1220
1221 Mr. Adair: "Yes, and this ordinance wouldn't apply to developed lots. Just lots that were not
1222 developed yet...”

1223
1224 Ms. Mabry: "Okay.”

1225
1226 Mr. Adair: "...to encourage those who were already developed.”

1227
1228 Ms. Mabry: "So I think, so I think I just heard 28 that were totally undeveloped. Okay, so we got
1229 28 lots that we're talking about here.”

1230
1231 Unknown Speaker: "Or less."
1232
1233 Ms. Morris: "Or less."
1234
1235 Ms. Mabry: "Um, huh."
1236
1237 Ms. Morris: "Well, since this time we have had several, some built..."
1238
1239 Ms. Mabry: "That have been (**); so we're talking about 28, and we're not gonna talk about
1240 people that are already have homes on the lot. They will not be affected."
1241
1242 Ms. Morris: "They will not."
1243
1244 Ms. Mabry: "So you're only talking about, you're talking about 28 homes and we can have, and
1245 they can have, right now you do give them all the information when the come for a permit to, and you'll go
1246 down there with them and do all that you have to do..."
1247
1248 Ms. Morris: "Absolutely, yes, ma'am."
1249
1250 Ms. Kohlmann: "Mr. Mayor."
1251
1252 Mayor Samples: "Mrs. Kohlmann."
1253
1254 Ms. Kohlmann: "I don't know if I have this right or not, but correct me. Wouldn't it be a trigger
1255 though if somebody that presently has a, has a house on the lake, this would be like the overlay, and if
1256 they sell that property or they do it would be a trigger effect? Would it be a trigger?"
1257
1258 Ms. Morris: "No."
1259
1260 Ms. Kohlmann: "It would just completely opt it out of it."
1261
1262 Ms. Morris: "They would opt out of it. Although, it would be a voluntary, just new construction.
1263 Now if they add on, put a storage building or whatever, that would certainly trigger it. New construction or
1264 additions."
1265
1266 Ms. Kohlmann: "Additions, new construction..."
1267
1268 Ms. Morris: "Um, huh."
1269
1270 Ms. Kohlmann: "So there is some..."
1271
1272 Ms. Morris: "And again, it would just be in, if someone wants to add on to the side of their home,
1273 it would not affect, it would only be additions to the rear of the lot, because that's the part where we more
1274 concerned about, obviously, is the erosion on the lots (**) nearest the lake."
1275
1276 Ms. Kohlmann: "Um, huh. One more thing, Mr. Mayor. Do we presently as a town do this on
1277 ours, like Martin Park, and the, a, things that we're in control of. Do we do this vegetation buffer?"
1278
1279 *Several speaking at once. (**)*
1280
1281 Mr. Adair: "My intention was to do a pilot if this passed on, on Floral Lake, but seeing as it didn't
1282 pass, I didn't put it on the front burner."
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1284 Mayor Samples: "If I could, I would like to repeat what was said at least twice. Fifteen feet, okay,
1285 wide buffer in order for it to be what?"

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Mr. Adair: "To have a water quality benefit."

Mayor Samples: "Effective, right? Anything less, that's what y'all, and that's what y'all told us before. Isn't that what the experts said in the meeting?"

Ms. Morris: "Yes."

Mayor Samples: "Because we talked about reducing the size from 15-feet and we were told don't bother. Okay. Question I have, cause you mentioned erosion control, was one of the reasons that it was brought forward, and I noticed that new bulkheads seem to be showing up. Lee, get that guy (*phone ringing. Laughter.*) And so that to some extent mitigates the erosion issue. Whatever council's are... what I will say is one of the reasons we didn't do anything a, a, before, I think everybody will remember was there was a, except for Mrs. Kohlmann, who wasn't seated until August, is that there was a great public outcry concerning the 15-foot buffer that whether it was intended to be voluntary or not, it was perceived by some, I would say a great many people, as an attempt by the town to take and regulate their property, and so if it is council's desire to revisit the issue, we can do that. Certainly both the stormwater committee and the planning committee [sic] worked extremely hard on the issue, and they brought us their best judgment as to from a water quality standpoint what we need to do. Having said that these are not lakes; these are stormwater ponds, and, and, and, John's group does a great job in making them aesthetically pleasing and he promised me that he's gonna do a better job in the future. So..."

Mr. Smith: "Mr. Mayor."

Mayor Samples: "Councilman Smith."

Mr. Smith: "John and Sabrina, has anyone voluntarily built a buffer?"

Ms. Morris: "Actually, in the Harbor Lights subdivision we have had some that have left it natural, and when I say natural, they've cut the underbrush, but they've left the larger trees and they've left some shrubs, which is certainly a benefit. So, yes, there has [sic] been a few. There's others in Harbor Lights that have cut the whole thing, because they want access to the water. So, in a voluntary (**), we've had some to volunteer to do it, and I've went [sic] down and ask the to save what they would save, actually, Mr. Adair met with the homeowner, the contractor, and myself, and they voluntarily did it. The other lot, they didn't want to hear it. They wanted all the way down to the grass, I meant to the water, not just grass. So, the answer is yes. Some have done it, most have not."

Mr. Smith: "Okay, I think that, a, it should all be voluntary, and I would prefer not to revisit the issue."

Mayor Samples: "Thank you, sir."

Ms. Dodge: "Mr. Mayor."

Mayor Samples: "Mrs. Dodge."

Ms. Dodge: "I would agree with Councilman Smith. People know that possibility of erosion and they're willing to accept that with their lots. It's their loss, and as long as this town is not held responsible, you've educated them as much as you can, I think we're going in the right direction. Let them make the decision."

Ms. Kohlmann: "Mr. Mayor."

Mr. Adair: "Can I comment to that?"

Mayor Samples: "You may, and then Ms. Kohlmann, you have the floor."

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Mr. Adair: "I just wanted to just say, a, unfortunately, the whole reason to bring this up was because of the remediation efforts and expense that the town had to undertake to restore some people's private shorelines, because the argument was made that your stormwater has taken away six feet of my backyard, so you have to come in and fix it. And, and, we have done that with the county on several projects totaling hundreds of thousands of dollars. That was the whole impetus to start this project in the first place to prevent that from happening anymore."

Mayor Samples: "And, that was a good idea, but we really took, we really didn't take as much water as we do now until probably 2006 when those of you who were around remember that we put in much larger pipes to carry much greater water from the county into our stormwater system, because their stormwater had to go somewhere, and the county is responsible for 70-percent of that, aren't they?"

Mr. Adair: "That's right."

Mr. Stevens: "Mr. Mayor."

Mayor Samples: "Mr. Stevens."

Mr. Stevens: "(**)

Mayor Samples: "Excuse me, Mr. Stevens, it's Ms. Kohlmann's, and you're next."

Ms. Kohlmann: "I understand what you were talking about would be having to go back in and build up that. I'm not saying to kill this forever, but I think that it's important as a town that we do it first on what we're responsible for. I'm not willing to vote on telling people what to do with their back yard, if as council we're not doing it in our back yard. I mean, it's, as a whole in town, so I think it's a really important thing for us to not throw it away and never do anything with it, but I think the first step would be to do the right things ourselves, and not tell people they have to do it, if we're not gonna do it. So I would not be comfortable voting on that until we have something in place, and I'd like to see us do a pilot project ourselves, and if it works, then we have more to go on, but to just say you need to do it, and then we look at our own pond and nothing's there, that's my opinion on it."

Mayor Samples: "Thank you. Mr. Stevens."

Mr. Stevens: "Can't believe you took the words out of my mouth from my head. That is about the very same thing I was gonna say. We have parks, and we have lakes all over from the 10th Avenue park to Fuller Park, to the dog park, to a, to the Cherry Lake and all that, and we've got Martin Park, and I know you said we didn't do it, but why don't we? Why don't [sic] the town set an example, and a, you mentioned the other day when I talked to you, you said there was [sic] minimum control measures that you have for best man, management practices for stormwater, and a, so it seems like the town should take this first step in making sure that we have water quality control all over, and a, I know you've got some issues right now with water quality that, have a, are being addressed through letters you've received from DHEC, and I want, we would like to, all that to be cleared up. And a, so, that's where we, where I think we need to go. We need this better stormwater committee, cause it seems like a the last time I went to the meeting, meeting nobody wanted to take charge, and we need some new, new property [sic,] new blood in the stormwater committee."

Mr. Adair: "Although we haven't done a buffer per the ordinance description of a buffer, we have taken some strides with vegetation around Myrtle Lake. We don't cut down to the water's edge at Floral Lake any longer. We don't dig out the ditches down to the dirt any longer when we clean them out, and that's all to achieve the water quality benefit. But, I would like to do a pilot project to the standards of the ordinance and see how it goes, as Ms. Kohlmann said."

Mayor Samples: "Thank you, why don't you, a, bring something to the budget retreat, budget meetings that addresses that, okay. Any other comments? Alright, I want to remind councilmembers,

1398 also, and the public in general that under our discussion, it's item whatever it is, number eight, am I, yep,
1399 discussion, if there's ever anything that any member wishes to discuss, feel free to put it on the agenda
1400 as Councilman Stevens did with the last topic, or if it's too late for the agenda, bring it up and we'll chat
1401 about it. That's the purpose for having that. To make sure that any issues as they emerge in town can
1402 be brought forward and addressed by the appropriate body or town council. Thank you. Having said that
1403 it is now time, I can't believe it, it's not even eight o'clock, and we're, we're getting to our 5-minute public
1404 comment period. So, with that I will open it up; 5-minutes per speaker. State your name and address,
1405 and you're free to speak on any matter that meets community standards."

1406
1407 **9. PUBLIC COMMENTS.**
1408

1409 "I sat so long, it's hard to get up from the chair. My name is John Sonsignora. I live in Myrtle
1410 Beach, and I'm the president of the Sav-R-Cats organization, a 501(C)(3). I'm tossing that out, because I
1411 want you to know that it is recognized and exempt organization by the Internal Revenue Service, and as
1412 such, our duties are to trap, neuter, return the cats to the area. Listening to your debate tonight was very
1413 fascinating, very interesting. You have taken up a lot of issues dealing with Surfside, and the big issue
1414 you should be addressing and should look at and consider is the problem of feral cats. As an
1415 organization, we have an adoptions center that's right down the road here in Surfside. We're getting
1416 numerous calls from the town, and there are residents within your township, not outside of Surfside, but
1417 right here. Recently your police department had taken us several cats that they had trapped and we had
1418 to take care of them, because the county doesn't come and trap feral cats. They have an ordinance
1419 where they don't do that, and they refer to us mainly, because we have people in our organization that
1420 are expert on trapping cats and they do it humanely. Often times we get many, many complaints from
1421 residents and the like, or animal lovers, when they see a cat trapped inside a, a trap that's not protected,
1422 they get all upset. They want to let the cat out, and they're not supposed to do that. It's against the law,
1423 and we caution them on that. I'm giving you generally a background so you understand what it's all
1424 about. You have here, I dare say, in the last couple of weeks, calls coming in that you have a lot of
1425 problems with cats. The residents are calling us, and saying what can be done. I would encourage you,
1426 Mayor Samples, to have your administrator contact Paul Whitten who is working on a, an issue presently
1427 where they can relocate the cats. You have the administrator from Conway, Mr. Graham, is working with
1428 them. I would suggest to you, Mr. Mayor, that you ask your administrator to call Mr. Whitten and get
1429 together with him with respect to the problem where your residents often times don't want them relocated
1430 back into the area, and that's understandable. We understand that, and we, we try to accommodate them
1431 as best we possibly can. Often times, we can't do that. But, I have a young lady here that's a, is one of
1432 our volunteers and she takes care of this particular area that Sav-R-Cats has. Now, Sav-R-Cats not only
1433 is in Horry County, we're in Georgetown, and portions of Marion County, where we have our volunteers.
1434 So, we break it down into sections of the various counties, and we usually have caretakers like Mrs.
1435 Barbara Cook here that takes care of the areas. So, if you don't mind, Mr. Mayor, and members of
1436 Council, if you would just allow Mrs. Cook a few minutes, a few seconds, whatever, I know my time is
1437 pretty much expiring, to address you on the, on the problems that she foresees here and that she does
1438 see here in Surfside. Mrs. Cook."

1439
1440 Mayor Samples: "Thank you."
1441

1442 "I want to thank you all very much for allowing me to speak. My name is Barbara Cook. I live
1443 down in Murrells Inlet, but with the Sav-R-Cats group, I work with cats in Surfside, Garden City, Murrells
1444 Inlet, wherever I get my calls. Part of it is an education process. What people don't understand is, yeah,
1445 it's very easy to say okay, we're gonna call animal control. They're gonna come in and kill the cats.
1446 Guess what? There's [sic] more cats coming in. It creates a vacuum. I worked with a restaurant, well, I
1447 worked with Drunken Jack's, and I said it's very simple. You have a restaurant. You have trash cans.
1448 You have rats. You have cats. You get rid of the cats, more cats are gonna come in, because you got
1449 trash cans. You got rats. Well, he agreed that, you know, we could go ahead and get them fixed. Get
1450 their ears tipped so everybody knows they've been spayed, neutered, and had their shots. Been tested,
1451 we test them. If they are diseased, they are humanely put down. But, we have a small group of people
1452 who very diligently work at this, and I will say that I am one of them. I'm very diligently work on it. I foster.
1453 I do trap, neuter, spay. I transport cats to St. Francis to be fixed, also Coastal Animal Rescue to be fixed,

1454 and we do all of this on donations, and I've listened here tonight. I mean, I know you all have an awful,
1455 awful lot going on. But, boy, any help that you can throw our way, I would be very appreciative, cause I'm
1456 one person trying to do, handle every call that I get, and I do try to handle every call that I get. So, if my
1457 5-minutes isn't up, thank you very much."
1458

1459 Mayor Samples: "Thank you. Appreciate it very much, appreciate it. Patti."

1460
1461 "Hello. Patti Magliette, 104 Harbor Lights. Thank you. I just want to be real quick about this. In
1462 New Jersey we also did track, and neuter, and spay, and return, and it honest to God did cut down on the
1463 cat population, and a, one thing that we could educate our people more is the people are saying well,
1464 there's cats in my neighborhood, but there's other people who love their cats. Put them outside, which is
1465 fine, but oops, the cats they put outside aren't spayed and neutered, so if your cat's running around
1466 outside, and not spayed and neutered, you're granting the rest of the township more kittens, and if you
1467 really do help these wonderful people who just talked, it is guaranteed the numbers of sterile cats will go
1468 down and it's been worked and proven to work well in, in other places. Thank you."

1469
1470 Mayor Samples: "Thank you. Ms. Carrie."

1471
1472 "Carrie Johnson, 9th Avenue South. I think it's a shame and a disgrace when this council votes
1473 on something like changing a street without notifying the property owners that it affects. What would it
1474 have hurt to defer the vote for a couple of weeks to send out letters to the property owners on that street
1475 to get their opinion? Those are the ones it's going to affect. So unless there's just some agenda here
1476 that's trying to get pushed through, if you just really don't give a darn what the people think, that's what it
1477 looks like. Thank you."

1478
1479 Mayor Samples: "Alright, Mr. Ard."

1480
1481 "John Ard. 612 Cypress Drive, Surfside. You know I think it's a, we don't never [sic] really give
1482 people enough thanks in this town for things they do in this town, and I know I'm kind a lax in doing it at
1483 times, but tonight, Captain Miller, Chief Cimini, and I don't see anybody here from EMS, but I've had quite
1484 a few experiences with them this year, and they all do a very great job. In any situation that they come to
1485 they try to be very helpful with it, and I'd just like to say thank you very much to each and every one of
1486 them and hope they keep the job up. I know they will. But, also, I've been in this town a long time. I
1487 don't never [sic] want a do nothing for this town that's not right. We got a lot of things going on when you
1488 have to make a decision on something, a, when you want a present something to the council. It takes
1489 logic, book sense, and above all, you better have a little bit of common sense to go along with it. On the
1490 committee I'm on, the parking committee, we study each and everything we do. We put a lot of hard work
1491 into it, and we don't never [sic] do nothing unless we think that it is the right thing to do, and we will
1492 continue to do so, I hope. I know, I will. Now, this is my opinion. It's solely my opinion. Nobody has tried
1493 to just push something through on somebody. (**) If I had a thought for one second that we wasn't doing
1494 what was right, I would've voiced my opinion on it, and just maybe, just maybe y'all can get out and take a
1495 little look around a little bit more sometime at what is really going on, and you'll see things you couldn't
1496 believe. So we're gonna do it again, and we're gonna do it for the best of this town, and to the best
1497 abilities that we have to make these decisions. We're not gonna go into nothing [sic] blindfolded, and as
1498 long as I'm on one, my opinion will be known. And one more thing, Sabrina Morris, and Kevin, I would
1499 like to thank them very much for the work they've done over here on 633 Sparrow. I had the opportunity
1500 to see that place and it was a drug haven, and a death trap. I just thank y'all very much for the work that
1501 you're doing on that, and I know that they're gonna get that straight and cleaned up for us real soon.
1502 Thank you."

1503
1504 Mayor Samples: "Thank you, John."

1505
1506 "My name is Rosella Croft, 316 7th Avenue South. Mr. Mayor, Council, and the administrator, my
1507 comments are addressed to you. On January 24th, I sent the mayor an email regarding some information
1508 that I had received on proposed use of the Floral Martin, Floral Lake, Martin community clubhouse. It
1509 expressed concerns on behalf of my neighbors, and I'm here tonight representing them; some are with

1510 me as well. But, we learned today that that has been addressed and been resolved, and I want to
1511 personally thank you, Mr. Mayor, the Council, and Ms. Fellner for addressing that so promptly.”

1512
1513 Mayor Samples: "You're welcome. Thank you. Alright, we will move into council comments.
1514 Ms. Mabry.”

1515
1516 **10. COUNCIL COMMENTS.**

1517
1518 Ms. Mabry: "Thank everybody for coming out, of course, and a, we'll see you when we get back
1519 from school, and we'll share what we've learned. That's about it.”

1520
1521 Mayor Samples: "Mr. Stevens.”

1522
1523 Mr. Stevens: "Thank you, Mr. Mayor. A, I want to thank everybody for coming out. In reference
1524 to committees, a, we've got a heck of a lot good volunteer committees in this town. Planning and zoning;
1525 we've got the, a, recreation committee; the beautification committee. We got the parking committee, and
1526 they're all working hard. I have had some experience with the parking committee and they have done a
1527 great job. The planning and zoning committee [sic] came, came out with the overlay. There were some
1528 little changes on it, but a, we've got that going. The beautification committee is doing a lot to look at the
1529 town and think of ways to make it better. Every committee is trying to do their job, and I want to thank all
1530 the citizens who volunteer on these committees, cause that means a lot to council. I mean, you're our,
1531 you're a second set of eyes, and y'all are doing a good job. Again, thank everybody for coming out
1532 tonight.”

1533
1534 Mayor Samples: "Thank you, sir. Ms. Kohlmann.”

1535
1536 Ms. Kohlmann: "No comment.”

1537
1538 Mayor Samples: "Thank you. Mr. Smith.”

1539
1540 Mr. Smith: "No comments.”

1541
1542 Mayor Samples: "Mrs. Dodge.”

1543
1544 Ms. Dodge: "I always have a comment. I, I wanted to say congratulations to Mr. and Mrs. Trent
1545 who received yard of the month. I think those are good things that we're doing, that the committees have
1546 come up. Recognizing efforts by the members of our community cause everybody in the town, I know, is
1547 proud to live here. I know I am. I like that very much. And also, I'm wearing a, a button tonight. It's I-73.
1548 I went to a meeting recently and I want to urge you to call your legislators and have them vote in favor of
1549 I-73. It's something that's needed in our area. We don't have an interstate here, and I think we really
1550 need it. Thank you.”

1551
1552 Mayor Samples: "Thank you. Mr. Johnson.”

1553
1554 Mr. Johnson: "Mr. Mayor, I have no comments. Thanks.”

1555
1556 Mayor Samples: "I want to say thank you to everybody to come out (**.) As a principle, I do think
1557 when, when we make changes in, significant changes in public infrastructure, properties, that we do owe
1558 the adjacent community advance warning, advance warning. We heard tonight, and that goes for the
1559 changing of the Seaside Drive, we heard tonight folks got up earlier and were talking about a plan that
1560 council had for the Martin clubhouse, and we change, we changed the plan for Martin clubhouse,
1561 because the residents got up and spoke, and made us aware of things that, frankly, we had not
1562 considered. The buffer zone, despite the, the hard work, well thought out work that came to us from the
1563 planning and zoning committee [sic] and the stormwater committee, this council has an obligation to listen
1564 to the people, and despite the recommendation, we chose not to implement that buffer zone. I think that's
1565 what we elect folks to do, is to represent you. Anyway, appreciate y'all coming out. I do want to mention

1566 to councilmembers our next regular meeting will be three weeks from tonight, which is February 26th. But I
1567 also want to remind you that on the 19th, February 19th we're gonna reconvene a workshop in the fire
1568 station meeting room to look over the list that we developed a month ago. So, having said that, a, we
1569 need to enter into executive session pursuant to FOIA 30-4-70 to discuss a personnel matter."
1570

1571 **11. EXECUTIVE SESSION**

1572 **Pursuant to FOIA §30-4-70(a)(1) to discuss compensation, promotion, demotion,**
1573 **discipline, or release of an employee.**

1574 Mr. Smith: "Mr. Mayor, I move that we go into executive session."
1575

1576 Mr. Stevens: "Second."
1577

1578 Mayor Samples: "There's a motion. There's a second. All in favor say aye."
1579

1580 All Members: "Aye."
1581

1582 Mayor Samples: "Against? We're, we'll be back."
1583

1584 Mayor Samples: "Alright, no action was taken in, I guess I need a motion to come back into
1585 regular session."
1586

1587 Mr. Smith: "Mr. Mayor, I move that we come back into regular session."
1588

1589 Ms. Mabry: "Second."
1590

1591 Mayor Samples: "All in favor say aye."
1592

1593 All Members: "Aye."
1594

1595 Mayor Samples: "No action was taken in executive session."
1596

1597 *Clerk's Note: The motion to enter executive session was made at 8:11 p.m. and the motion to*
1598 *reconvene regular session was at 8:50 p.m.*
1599

1600 Mr. Johnson: "Mr. Mayor, I would like to make a motion."
1601

1602 Mayor Samples: "Councilman Johnson."
1603

1604 Mr. Johnson: "I would like to make a motion to direct the town administrator to select her choice
1605 as finance director."
1606

1607 Ms. Mabry: "I second."
1608

1609 Mayor Samples: "There's a motion. There's a second. Any discussion? All in favor say aye."
1610

1611 Unknown Speakers: "Aye."
1612

1613 Mayor Samples: "All opposed?"
1614

1615 Mr. Smith: "No."
1616

1617 Mayor Samples: "Let's raise hands so that the clerk gets it clear. All in favor? How many is
1618 that?" *Clerk's Note: Mayor Samples, Mayor Pro Tempore Mabry, and Councilmembers Kohlmann and*
1619 *Johnson raised their hands.*
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Unknown Speaker: "Four."

Mayor Samples: "Four. Who's the fourth? I couldn't see Beth."

Ms. Kohlmann: "My hand was up."

(**Two speaking at once.)

Mayor Samples: "Alright, the motion is adopted. Having said that..."

12. ADJOURNMENT.

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

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

Ms. Mabry: "Second."

Mayor Samples: "A second. All in favor say aye."

All Members: "Aye."

Mayor Samples: "The meeting is adjourned."

Clerk's Note: The motion to adjourn was made at 8:51 p.m.

Respectfully submitted,

Debra E. Herrmann, CMC, Town Clerk

Approved: February 26, 2013

Douglas F. Samples, Mayor

Mary Beth Mabry, Mayor Pro Tempore

Ann Dodge, Town Council

Mark L. Johnson, Town Council

Elizabeth A. Kohlmann, Town Council

Roderick E. Smith, Town Council

Randle M. Stevens, Town Council

*Clerk's Note: This document constitutes minutes of the meeting that was audio taped. This meeting was transcribed as close to verbatim as possible with no grammar corrections. In accordance with FOIA, meeting notice and the agenda were distributed to local media and interested parties. The agenda was posted on the entry door at Town 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 #13-80 AMERICAN RED CROSS MONTH 2013

WHEREAS, the American Red Cross fulfills a vital role in our community. It prevents and alleviates suffering in the face of disaster and is a true reflection of the humanitarian and volunteer spirit of the American people; and

WHEREAS, during the month of March, the American Red Cross asks all Americans to join its movement and help carry out its lifesaving mission, with a gift of time, money or blood. The Red Cross supplies almost half of the nation's blood; teaches skills that save lives; provides international humanitarian aid; supports military members and their families; and feeds, shelters and gives emotional support to victims of disasters; and

WHEREAS, for almost 100 years United States Presidents have called on the American people to support the Red Cross, and its humanitarian mission. In World War I, President Woodrow Wilson ordered the Red Cross to raise funds to support emergency aid to the military. At that time, the Red Cross set a goal of \$125 million and in less than six weeks donations totaled nearly \$146 million; a tribute to the overwhelming generosity of the American public; and

WHEREAS, in 1943 during World War II, President Franklin D. Roosevelt became the first president to proclaim March as Red Cross Month and called on Americans to "rededicate themselves to the splendid aims and activities of the Red Cross." President Roosevelt's call to action nearly 70 years ago started a tradition of designating March as Red Cross Month, a time to recognize and support the valuable work of the American Red Cross; and

WHEREAS, every day through its 73 employees and 4,785 volunteers here in South Carolina, the Red Cross is there to save the day when disaster strikes or when a neighbor's house burns down. It is there when someone needs life-saving blood, or the comfort of a helping hand. It connects military families with their loved ones serving in our military, and provides training in CPR, aquatics safety, and first aid, as it spreads humanitarian aid and goodwill to people around the world.

WHEREAS, our community depends on the Red Cross and because it is not a government agency, the Red Cross depends on support from the public to continue its humanitarian work. This is especially important in these challenging economic times for the Red Cross and all Americans.

NOW, THEREFORE, I, Douglas F. Samples, Mayor of the Town of Surfside Beach, do hereby proclaim March 2013 as American Red Cross Month, and

FURTHER, I encourage all Americans to support this organization and its noble humanitarian mission.

BE IT SO PROCLAIMED this 26th day of February 2013.




The Hon. Douglas F. Samples, Mayor

Attest: 
Debra E. Herrmann, CMC, Town Clerk



Proclamation

PROCLAMATION #13-80 AMERICAN RED CROSS MONTH 2013

WHEREAS, the American Red Cross fulfills a vital role in our community. It prevents and alleviates suffering in the face of disaster and is a true reflection of the humanitarian and volunteer spirit of the American people; and

WHEREAS, during the month of March, the American Red Cross asks all Americans to join its movement and help carry out its lifesaving mission, with a gift of time, money or blood. The Red Cross supplies almost half of the nation's blood; teaches skills that save lives; provides international humanitarian aid; supports military members and their families; and feeds, shelters and gives emotional support to victims of disasters; and

WHEREAS, for almost 100 years United States Presidents have called on the American people to support the Red Cross, and its humanitarian mission. In World War I, President Woodrow Wilson ordered the Red Cross to raise funds to support emergency aid to the military. At that time, the Red Cross set a goal of \$125 million and in less than six weeks donations totaled nearly \$146 million; a tribute to the overwhelming generosity of the American public; and

WHEREAS, in 1943 during World War II, President Franklin D. Roosevelt became the first president to proclaim March as Red Cross Month and called on Americans to "rededicate themselves to the splendid aims and activities of the Red Cross." President Roosevelt's call to action nearly 70 years ago started a tradition of designating March as Red Cross Month, a time to recognize and support the valuable work of the American Red Cross; and

WHEREAS, every day through its 73 employees and 4,785 volunteers here in South Carolina, the Red Cross is there to save the day when disaster strikes or when a neighbor's house burns down. It is there when someone needs life-saving blood, or the comfort of a helping hand. It connects military families with their loved ones serving in our military, and provides training in CPR, aquatics safety, and first aid, as it spreads humanitarian aid and goodwill to people around the world.

WHEREAS, our community depends on the Red Cross and because it is not a government agency, the Red Cross depends on support from the public to continue its humanitarian work. This is especially important in these challenging economic times for the Red Cross and all Americans.

NOW, THEREFORE, I, Douglas F. Samples, Mayor of the Town of Surfside Beach, do hereby proclaim March 2013 as American Red Cross Month, and

FURTHER, I encourage all Americans to support this organization and its noble humanitarian mission.

BE IT SO PROCLAIMED this 26th day of February 2013.

s/

The Hon. Douglas F. Samples, Mayor

Attest: s/

Debra E. Herrmann, CMC, Town Clerk

Copy

Debra Herrmann

From: Debra Herrmann [dherrmann@surfsidebeach.org]
Sent: Friday, February 22, 2013 1:39 PM
To: The Hon. Doug Samples
Subject: Red Cross Proclamation

Judy Delsignor, American Red Cross Disaster Services, will be at the council meeting to accept the proclamation from you. Do you want Debbie to take photo?

Debra

Debra Herrmann, CMC, Town Clerk

dherrmann@surfsidebeach.org - 843.913.6333

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Proclamation

PROCLAMATION #13-81

FIRE LIEUTENANT TOM RICHARDS RETIREMENT PROCLAMATION

WHEREAS, Tom Richards joined the Surfside Beach Fire Department Volunteers on April 24, 1992; and

WHEREAS, Tom Richards was hired as a career firefighter/engineer on October 3, 1996, and was promoted to Lieutenant in 2002; and

WHEREAS, Tom Richards successfully completed the written and practical examinations for the South Carolina Fire Academy Structural Firefighter; attained national certification as a certified HealthCare Provider of the American Heart Association BLS for Healthcare Providers Program; successfully fulfilled the prescribed requirements passing all written and practical examinations as a duly registered Emergency Medical Technician, and also is a member of the National Registry of Emergency Medical Technicians; and

WHEREAS, Tom Richards was promoted to Lieutenant in 2002; and was named State Resident Fire Marshal for the State of South Carolina, and obtained certification as a Fire Investigator; and

WHEREAS, Tom Richards has faithfully served the Town of Surfside Beach, the Surfside Beach Fire Department, the Town's citizens and the community for these 20-plus years.

NOW, THEREFORE, I, Douglas F. Samples, Mayor of the Town of Surfside Beach, do hereby proclaim best wishes and good fortune to TOM RICHARDS as he enters retirement, and proclaim that his outstanding service and dedication to the Town of Surfside Beach shall not be forgotten.

BE IT SO PROCLAIMED this 26th day of February 2013.

s/

The Hon. Douglas F. Samples, Mayor

Attest:

(SEAL)

s/

Debra E. Herrmann, CMC, Town Clerk



Proclamation

Excellent

PROCLAMATION #13-81

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The Hon. Douglas F. Samples, Mayor

Attest:

Debra E. Herrmann, CMC, Town Clerk



Proclamation

Proclamation #13-82 Rotary Roundup Weekend

WHEREAS, Rotary District 7770 representing Southeastern South Carolina and over 80 communities is a not-for-profit corporation supported solely by voluntary contributions from Rotarians and friends of the Foundation who share its vision of a better world.

WHEREAS, Rotary District 7770 enables Rotarians to advance world understanding, goodwill, and peace through the improvement of health, the support of education, and the alleviation of poverty.

WHEREAS, Rotary District 7770 is a group, here in Surfside Beach and throughout South Carolina, where members volunteer in the support of education and job training, provide clean water, combat hunger, and improve health and sanitation.

WHEREAS, Rotary District 7770's five thousand members believe it starts with a commitment to Service Above Self.

WHEREAS, Rotary District 7770's main objective is service - in the community, in the workplace, and around the globe. South Carolina's Rotarians who make up more than 80 Rotary clubs in South Carolina share a dedication to the ideal of Service Above Self.

NOW, THEREFORE, I, Douglas F. Samples, Mayor of the Town of Surfside Beach, do hereby proclaim the weekend of March 22 to March 24, 2013 as

ROTARY ROUNDUP WEEKEND

BE IT SO PROCLAIMED this 26th day of February 2013.

s/

The Hon. Douglas F. Samples, Mayor

Attest:

(SEAL)

s/

Debra E. Herrmann, CMC, Town Clerk

*defer till
March 12 meeting.*



Proclamation

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BE IT SO PROCLAIMED this 26th day of February 2013.

The Hon. Douglas F. Samples, Mayor

Attest:

Debra E. Herrmann, CMC, Town Clerk

Debra Herrmann

From: Amellia Diemer [pr@marketingstrategiesinc.com]
Sent: Thursday, February 14, 2013 4:51 PM
To: dherrmann@surfsidebeach.org
Cc: Denise Blackburn
Subject: Rotary 7770 Proclamation
Attachments: ROTA156 Doug Samples Proclamation.docx

Hi, Debra!

Thanks so much for your help on this. Please see the attached proclamation Doug would only need to fill in the blanks and then you could email it back. We've already received ones from Mayor Rhodes and Mayor Hatley we don't want to miss Mayor Samples!

Talk to you soon.
Happy Valentines Day!

--
Amellia Diemer
Marketing Strategies, Inc.
4603 Oleander Drive, Suite 4
Myrtle Beach, SC 29577
Phone 843-692-9662
Fax 843-692-0558



Marketing Strategies, Inc.
Dynamic Marketing. SmartPR.

This is the proclamation that Amellia called you about. If you want to publish, let me know & I'll print.
Debra
02/15/13
2/18/13 Mayor said ok to publish dh

Finance Department Report: January 2013

Business License:

- January 2013 Activity **(30) New Accounts**: New business In-Town (3); New business Out-of-Town (2); New Rentals (16); New Contractors (9); Additional business inquiries (6)
- Business License revenue for January 2013 was \$5,843 which is down from prior year's \$7,733.
- YTD both business license and building permit revenues are down compared to prior year, this is mainly attributable to prior year new home construction in Harbor Lights.

Taxes:

Current real estate, personal property and vehicle tax payments received from Horry County for January 2013 were \$601,460, for comparison last year we received \$701,493. YTD collections are \$2,002,971 up from last year's \$1,981,623.

Hospitality & Local Accommodations Taxes:

Hospitality and Local Accommodations taxes received in the month of January were \$21,157 and \$3,535 respectively, which were down slightly from prior year. YTD collections are \$393,055 and \$95,910 compared to last year's \$387,451 and \$98,140.

Enterprise Funds:

In January, the Sanitation Fund collected approximately \$78,856 in service charges, which is down from last year's \$79,310. YTD collections are \$667,222 compared to last year's \$635,403.

Finance Department:

The Finance Department would like to welcome back Diana King, who is our new Director of Finance. We look forward to working with her.

Transparency:

The Town's accounts payable check register has been posted online and a link has been added to the State Comptroller General's office website. Visit the following websites for information:

Town of Surfside Beach <http://surfsidebeach.org/>
SC Comptroller General <http://www.cg.state.sc.us/transparency/>

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

**RECREATION DEPARTMENT
FEBRUARY 2012
MONTHLY REPORT**

SPECIAL EVENTS

The Seniors Dance was held on Saturday, February 9th at the Civic Center and 64 people attended the event. Entertainment was provided by DJs Ed and Irene Brown. Light refreshments were served.

Two Recreation/Special Events Committee meetings have been held in February. The following changes in existing events have been made as follows:

- The Easter Egg Hunt has been changed to Easter “Egg”stravaganza to be held on March 30th from 2 pm to 4 pm at Martin Field for ages 10 & under with inflatables, train ride, carnival games and the Easter Bunny.
- The Car Show has been cancelled due to lack of participation from local car clubs. A Memorial Day Cookout has been scheduled in its place for Sunday, May 26th from 4 pm to 8 pm on Surfside Drive. Entertainment will be Larry Altman and the Nacho Mama Band.
- The “End of Summer Celebration” has been renamed “Endless Summer Celebration”.
- New events and activities are in the planning stages of the committee such as a beach luau, an art show and movies in the park.

Registration for baseball and softball with the Surfside Beach Youth Sports Association has been slow moving and has been extended for ages 9-12 to February 22nd and ages 13-14 to March 2nd. Registration is available online at www.surfsidesports.org.

Minor repairs and cleanup is being done at Floral Clubhouse and the facility will be available for rent again beginning March 1st.

UPCOMING EVENTS

1. **BBQ FESTIVAL** – Saturday, March 9th – 10 a.m. to 4 p.m. – Surfside Drive
2. **ST. PATRICK’S DAY DANCE** – Friday, March 15th – 7 pm to 10 pm – Civic Center
3. **EASTER “EGG”STRAVAGANZA** – Saturday, March 30th – 2 pm to 4 pm – Martin Field

PUBLIC WORKS MONTHLY REPORT

January 16th – February 20th, 2013

SANITATION DIVISION (FTEs – 9)

Residential Service – Eight carts were delivered to accounts; five once the certificates of occupancy had been issued and three to reactivated accounts. Two carts were replaced. Three carts were removed. Sanitation supervisor responded to six calls regarding ordinance enforcement; thirteen calls regarding late put outs and/or questions about bulk/yard debris pick up, four calls involving billing issues, eleven miscellaneous calls and/or questions and two complaints.

Commercial Service – Service routes continue to be updated based on business needs. One business, Crabby Mike's, has resumed service. One business, California Pizza, has reduced service days. Four accounts required extra pick-up services due to overflow. Three accounts, Best Golf Carts, St. Angelo's Pizza, & Rent Mart, have discontinued service due to businesses closing. Five businesses were informed that dumpsters needed to be replaced. Supervisor explained commercial collection schedules to one new business owner. Crew responded to one call regarding ordinance enforcement, one complaint, and answered three miscellaneous calls.

Recycling News – Eleven carts have been delivered to town residents and businesses upon request. Five carts were replaced and two carts were removed per request. Supervisor responded to two miscellaneous calls with questions about recycling.

In January we collected 275.35 tons of solid waste, 28.28 tons of mixed debris, 197.74 tons of yard debris, and 40.13 tons of recyclables.

STREETS & DRAINAGE DIVISION (FTEs –8)

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

On-going/Special Projects:

- 50/50 Ditch Piping program has been reactivated. Seven estimates were sent out. To date, five applicants have accepted and paid. Two projects have been completed; one is in progress and the other two will be completed within the next few weeks.
- Renovations are completed at the 16th Avenue South Beach Walkover Access. The next access scheduled for replacement will be 6th Avenue North.
- Signage and related items for the parking meter program are being installed along Ocean Blvd.
- Crew trimmed several trees along Cedar Drive North between 16th and 17th Avenues to eliminate low hanging limbs from interfering with school buses.
- Street sweeping is being done on Mondays and Fridays, weather and time permitting.
- Crews continue to perform maintenance and clean-up of drainage ditches and catch basins throughout town.
- Dirt – is still available free of charge to town residents who come to Scipio Lane and load up the dirt themselves between the hours of 8:00am until 3:00pm on the third Saturday of each month. Those requesting delivery must have the Public Works Director or Street Supervisor inspect the delivery site and issue an inspection ticket confirming proper usage of the dirt prior to placing an order at Town Hall. This inspection will insure that the dirt is not being used to fill in ditches and/or swales that would interfere with our storm water drainage. An appointment can be made to pick up dirt other days by calling Public Works at (843) 913-6360.

- Five reports were sent to Santee Cooper identifying street lights that were not functioning properly. Two street lights were installed – one at 8th Avenue South & Sandy Lane and one at 10th Avenue South & Hwy 17.
- From January 16th through February 20th Public Works assistant answered 288 incoming calls. 116 of those calls dealt with sanitation questions/concerns/complaints; 5 calls were from vendors providing product information and/or quotes; 27 calls dealt with street/drainage issues, streetlights, and questions about driveway inspections and dirt delivery; 31 calls dealt with parking meter questions/concerns; 17 calls dealt with parks/grounds issues; 18 were internal calls dealing with department and/or personnel issues and/or questions; 43 calls were received for the Public Works Director; 31 calls dealt with miscellaneous questions, wrong departments and/or telemarketers.

GROUNDS DIVISION (FTEs-4)

- Bids are being accepted for construction of an ADA compliant restroom at Huckabee. Bid opening will be March 18th.
- Improvements/repairs were made to the irrigation system and landscaping around Town Hall. Palm trees, rose bushes, and ornamental grasses have been planted.
- Athletic fields at Huckabee and Martin parks are being prepared for the upcoming baseball season.
- Crews continue to spruce up Town properties and parks, as well as weeding and trimming.

FLEET MAINTENANCE DIVISION (FTE-2)

From January 16th through February 20th our mechanics completed sixty-two (62) repairs on Town vehicles and equipment. Three (3) vehicles had flats repaired and four (4) vehicles had tires replaced. Bi-weekly fleet tires checks and fire extinguisher inspections were completed on all Public Works vehicles and/or equipment. Annual fire extinguisher inspections were completed on all Town vehicles and/or equipment. “Preventive” and “Scheduled” maintenance (consisting of lube, oil & filter changes, brake inspections, tire rotations and fluid checks) were performed on thirty (30) Town vehicles and/or equipment.

FACILITIES (FTE-2)

- Crew installed a new security door at Town Hall.
- Renovations/repairs were completed to the Payroll Clerk’s office as well as the Administrative Assistant’s office in Town Hall.
- Renovations/repairs were made to the 3rd Avenue North Beach Access.
- Crew repaired/replaced leaking water lines at the Pier.

PIER – F.E. Baiden & Associates, LLC. was awarded the bid for the installation of an ADA ramp and deck expansion at the Pier. The contract was executed and work is in progress starting this week..

ADDITIONAL NOTED – Congratulations to Sanitation employee Neal Johnson who was recognized as “Driver of the Month” for January by the Horry County Solid Waste Authority!

CURRENT EVENTS – PUBLIC WORKS – FEBRUARY 2013



Public Works' crews steady improvements during the off-season keep Surfside Beach a special place to live and visit!

February 5, 2013 Meeting

6C. Administrator's Report

a. Update

- i. I am happy to report that Dolfy has passed his assessment and is now a viable candidate for tracking and substance detection training. This will most likely commence sometime in March.
- ii. If there is no objection, I would like to schedule the budget retreat this year to be held in Surfside Beach in Council Chambers on Thursday, April 25th and Friday, April 26th.

b. Consensus Items

- i. Place standard blue with r/o white lettering, beach parking signs on US 17 Business at 16th North, 5th North, Surfside Drive, 3rd South, 10th South and Melody Lane. Directional signage will also be placed at some of the intersections where these streets intersect Ocean Blvd. to indicate lot parking. (Show slides)
- ii. The parking committee feels that the town should allow free trailer parking during bike weeks in the 13th Avenue South and 16th Avenue North lots. The dates are May 10-19, May 24-27 and October 2-6 which is total of 19 days. The parking committee feels that this move would promote good will and keep unsightly trailers in areas better equipped to deal with larger conveyances. We would, of course need to disseminate this information to all the rental companies, post information at the library major grocery stores, and on the town Facebook and website.
- iii. To prepare and publish an RFQ for Publication Services for the proposed Town Magazine. The Chamber has provided us with a model they use and I have marked it up to more closely reflect our needs. All local printers and publishers would be contacted and the RFQ would be placed on SCBO and appear on the town's website. The prescribed quantities would be for comparative purposes only. Prior to the acceptance of an RFQ I would bring it back to council for approval of specific quantities.
- iiii. Establish a small focus group to work on projects, signs, merchandise, events, etc. specific to the town's 50th anniversary. The group would include an organizer/planner, one or two staff members, and three or four other members that may rotate in and out depending on the projects being worked on.

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 26th 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

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 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 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

WHEREAS, GSWSA has offered to acquire the waterworks and sewer system of Surfside (the "Surfside System") under the terms and conditions contained herein;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and obligations contained here, GSWSA and Surfside do hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions. The terms defined below are used in this Agreement with meanings ascribed thereto unless another or different meaning is plainly intended.

"Agreement" means this Agreement of Consolidation and Transfer Dated February __, 1994, by and between Surfside and GSWSA.

"Fixed Assets" means the fixed assets of the Surfside that are part of the Surfside System and are described in Exhibit A hereto.

"Franchise" means the exclusive right granted to GSWSA by Surfside under the terms hereof to operate a waterworks and sewer system to supply water and wastewater collection and disposal services within the incorporate limits of Surfside.

"Franchise Fee" means the amount payable by GSWSA to Surfside as consideration for the Franchise under the provisions of Section 5.2(b) hereof.

"GSWSA" means Grand Strand Water and Sewer Authority, a public body corporate and politic and a consolidated special purpose district of the State of South Carolina.

"GSWSA Charter" means the Ordinance and the GSWSA Act as such terms are defined in the premises hereto.

"GSWSA System" means the waterworks and sewer system of GSWSA.

"Referendum" means the referendum described in Section 3.1 hereof.

"Reserved Assets" means the assets of Surfside that have been used as part of or associated with other assets used as part of the Surfside System but that are not being transferred to GSWSA hereunder and are described on Exhibit B hereto.

"Surfside" means the Town of Surfside Beach, South Carolina, an incorporated municipality and a political subdivision of the State of South Carolina.

"Surfside Bonds" means \$1,795,000 outstanding principal amount of the Town of Surfside Beach, South Carolina, Waterworks and Sewer System Refunding Revenue bonds, Series 1989, dated as of May 3, 1989, issued by Surfside.

"Surfside Customers" means the customers of Surfside System as of the Transfer Date.

"Surfside System" means the waterworks and sewer system of Surfside.

"Surfside System Employees" means the employees of Surfside whose services are used for the Surfside System and who are listed in Exhibit C hereto.

"Transfer Audit" means the audit prepared by an independent auditing firm selected jointly by GSWSA and Surfside showing the assets of the Surfside System to be transferred.

"Transfer Date" means July 1, 1994.

"Trustee" means The South Carolina National Bank as trustee with respect to the Surfside Bonds.

"Utility Funds and Accounts" means the funds and accounts of Surfside maintained in connection with the Surfside System.

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and, unless the context shall otherwise indicate, words in the singular shall also include the plural and vice versa. The intent of this agreement is to provide for the consolidation described in Section 2.1 hereof. To that end, in the event any one or more provisions hereof are determined to be void, invalid, or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary purpose, such void, invalid, or unenforceable provision shall be severed herefrom and the balance hereof shall constitute the agreement of the parties hereto. Certain representations, warranties and covenants are not verifiable or to be performed until after the Transfer Date; therefore the provisions hereof shall survive the Transfer Date and the transfers herein contemplated.

ARTICLE II

AGREEMENT TO TRANSFER AND ACQUIRE CERTAIN ASSETS

Section 2.1. Agreement to Consolidate.

(a) Consolidate by Transfer of Surfside System. GSWSA and Surfside agree that the customers and users of the Surfside System and the residents of Surfside will obtain more economical and efficient water and wastewater collection and disposal services if the Surfside System is consolidated with the existing GSWSA system. The Surfside System is presently owned and operated by Surfside which is governed by the municipal council of Surfside; therefore, the only way in which the two systems can be merged under a common system of governance and control is through a transfer of the assets constituting the Surfside System to GSWSA. The intent of this Agreement is to provide for such a transfer, subject to the requirement of a referendum as hereinafter mentioned.

(b) Exclusive Franchise. From and after the Transfer Date, Surfside shall no longer directly provide water and wastewater collection and disposal services. GSWSA shall have [sic] the exclusive franchise for furnishing water and wastewater collection and disposal services within Surfside for an initial period of 30 years and which exclusive franchise shall be renewed for successive 30 year periods unless terminated by Surfside. Not later than one year prior to the end of any franchise period, Surfside shall notify GSWSA whether the franchise granted hereby shall be terminated at the end of the ten current period. If no such notice is given by Surfside, the franchise shall be automatically renewed for an additional term of 30 years.

(c) Method for Determining Rates. Rates for services provided by GSWSA within the corporate limits of Surfside shall be determined by the governing body of GSWSA following its usual procedures. The rates applicable to customers within the incorporated limits of Surfside will be the same as the rates charged to other retail customers of GSWSA.

(d) Operations Prior to Transfer Date. The parties hereto agree and acknowledge that the Surfside System is an operating waterworks and sewer system. Consequently, in the normal course of business, Surfside may make changes or alterations to the Surfside System between the date hereof and the Transfer Date. Surfside shall request the consent of GSWSA to any changes in the Surfside System

or the incurrence of any debt, other than trade debt incurred in the ordinary course of business, between the date hereof and the Transfer Date.

SECTION 2.2 Assets to be Transferred to GSWSA.

(a) Fixed Assets. The Fixed Assets include the land, buildings, equipment, vehicles, rights-of-way and other fixed assets of the Surfside System as set forth in the Transfer Audit. As of the date hereof, the parties believe such assets to be those shown on Exhibit A hereto.

(b) Utility Fund and Accounts. The Utility Funds and Accounts include all balances in all funds and accounts (regardless of whether represented by separate banking or depository accounts) that are related to the Surfside System, regardless of whether being held for reserves, capital replacement, customer deposits or otherwise and regardless of whether being held by Surfside or by another party for the benefit or use of Surfside. At the Transfer Date, the amounts in such funds and accounts shall be set forth in the Transfer Audit.

(c) Reserve Capacity-Schwarz Plant and Bull Creek. Any ownership interest in the Schwarz Plant, the reserve treatment capacity or contractual rights in the treatment capacity of the Schwarz Plant and the Bull Creek Project, the collection and transmission facilities and pumping or pump station facilities between the Surfside System and the Schwarz Plan and the Bull Creek Project, the disposal capacity from the Schwarz Plant and the water capacity from the Bull Creek Project.

SECTION 2.3. Reserved Assets. Surfside and GSWSA agree that the assets described below are not included in the assets being transferred as part of the Surfside System. The Reserved Assets shall be and remain the exclusive property of Surfside.

(a) Unrestricted and Unappropriated [sic] Revenues. The Utility Funds and Accounts include the amount denoted as unrestricted and unappropriated [sic] cash as of June 30, 1994, as set forth in the Transfer Audit. This amount shall be retained by Surfside and not be transferred as part of the Utility funds and Accounts or the Surfside System.

(b) Surfside Drive Well Site. The property described in Exhibit B-1 hereto, being the site of a well that was formerly used as part of the Surfside System shall be retained by Surfside and not included in the assets of the Surfside System being transferred to GSWSA.

(c) Portion of Pedestal Tank Site. The property described in Exhibit B-2 hereto, being a portion of the real property surrounding the pedestal tank, shall be retained by Surfside; provided that Surfside grants to GSWSA an easement (which, at the request of GSWSA, will be granted by separate recordable instrument) for purposes of access to the pedestal tank and well pump-house and the vehicle storage area beneath the pedestal tank.

(d) Public Park and Parking Areas at the 10th Street Tank Site. The property described in Exhibit B-3 hereto shall be retained by Surfside for use as a public park.

SECTION 2.4 Assumption of Liabilities by GSWSA. GSWSA agrees to acquire the Surfside System subject to and to assume the liabilities of Surfside in connection therewith as to continuing operations. Surfside System Employees, the Surfside Bonds, customer deposits and, subject to the limitations provided in Section 2.4(e), the liability of the Surfside System with respect to the payments described in Section 2.4(e); provided that GSWSA shall not be or become responsible for any liability arising from the negligence or willful acts by or on behalf of Surfside or any of its agents or employees. The liabilities agreed to be assumed by GSWSA are described below.

(a) Surfside Bonds. On the Transfer Date, GSWSA shall deposit with The South Carolina National Bank as Trustee such amount as shall cause the Surfside Bonds to be no longer outstanding under the provisions of the documents pursuant to which they were issued. GSWSA assumes the

responsibility and liability for all amounts due in connection therewith and all amounts payable to the Trustee therefor. GSWSA shall be entitled to receive all moneys, investments and balance in all accounts established or held by the Trustee in connection with the Surfside Bonds, and such amounts may be used to satisfy any requirements of GSWSA hereunder with respect to making deposits to cause the Surfside Bonds to be no longer outstanding. GSWSA shall provide Surfside with an opinion of counsel to the effect that the Surfside Bonds are no longer outstanding as of the Transfer Date and that the liens or security interest in the Surfside System or the revenue derived therefrom have been terminated. GSWSA agrees to hold Surfside harmless from any and all liabilities with respect to the Surfside Bonds arising from or in connection with the transfer of the Surfside System or the defeasance of the Surfside Bonds.

(b) Contract Liabilities. On the Transfer Date, GSWSA shall assume responsibility for the payment and performance of all contractual responsibilities of the Surfside System with respect to services after the Transfer Date. In making determinations as to whether amounts that are due and payable after the Transfer Date are assumed by GSWSA, the parties hereto agree that any such amounts which relate to the provisions of services for which Surfside has received payment shall continue to be paid by Surfside from the unrestricted and unappropriated [sic] cash that is included in Reserved Assets as provided in the Transfer Audit.

(c) Surfside System Employees. On the Transfer Date, all Surfside System Employees shall become employees of GSWSA at the same salary and in as nearly a similar position as possible.

(d) Customer Deposits. On the Transfer Date, GSWSA shall assume the responsibility for the repayment at termination of service to all Surfside Customers of the amounts shown in the Transfer Audit as having been received by Surfside as deposits in connection with the provision of services from the Surfside System as of June 30, 1994.

(e) Other Liabilities. On or prior to the Transfer Date, Surfside will provide GSWSA with a list of all other liabilities of the Surfside System, including details as to receipts for fees collected to assist in the financing of sewer construction through the Farmers Home Administration. Surfside represents and warrants that the liability of the Surfside System with respect to such receipts is a credit against tap fees, connection fees or impact fees of the amount shown on the receipt and that such receipts do not commit the Surfside System to provide connections or services without payment of the current charges therefore (subject to the amount of any credit). GSWSA will recognize the receipts for credit but, to the extent such credits exceed \$5,000 or to the extent GSWSA is required to provide connections without payment, less such credit, of the current charges for connection, tap fees or impact fees, or in the event of any other liabilities not provided for herein, Surfside shall reimburse GSWSA.

SECTION 2.5. Consideration. In consideration of the transfer of the Surfside Assets to GSWSA by Surfside and the grant of the Franchise, GSWSA agrees to assume the liabilities specified herein, provide water and wastewater collection and disposal services to the Surfside Customers on the basis described herein and perform the other covenants and agreements for which it is responsible hereunder.

ARTICLE III

CONDITIONS TO TRANSFER AND TRANSFER DATE

SECTION 3.1 Referendum. The parties hereto understand that a referendum must be held by Surfside prior to the transfer of the Surfside System. Surfside agrees to hold such referendum as soon as practicable and in no event later than March 8, 1994. Surfside shall include in the referendum the transfer of the Surfside System and the granting of a franchise to GSWSA to provide water and sewer services within the incorporated limits of Surfside. GSWSA agrees that all costs of Surfside incurred in connection with the holding of the referendum and any notices required therefor shall be treated as a cost of the Surfside System and may be paid from amounts in the Utility Funds and Accounts.

SECTION 3.2. *Transfer Date.* The Transfer Date shall be July 1, 1994.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES.

Section 4.1. *Representations and Warranties of Surfside.* Surfside hereby represents and warrants to GSWSA as follows:

(a) Due Authorization, Execution and Delivery. Surfside has full right, power and authority (i) to enter into this Agreement, (ii) subject to the Referendum, to transfer the Surfside System to GSWSA, (iii) subject to the Referendum, to grant to GSWSA the Franchise, and (iv) to perform all its obligations hereunder. Surfside has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments or agreements necessary to effectuate the intent hereof. Subject to the Referendum, no further action, consent or approval is required by Surfside or by any governmental body to approve, consent to or permit the performance by Surfside of its obligations hereunder or to effect the transfers contemplated hereby.

(b) No Conflict, Breach or Default. The execution and delivery of this Agreement and the performance by Surfside of its obligations hereunder will not conflict with or constitute a breach of or a default under (i) any contract or agreement to which Surfside is a party or by which Surfside is bound or to which the assets of Surfside System are subject (assuming that the Surfside Bonds are no longer outstanding), (ii) any law, regulation, administrative or judicial order or any judgment or decree to which Surfside or the Surfside System is subject, or (iii) the charter or any ordinances of Surfside.

(c) Title to Surfside System. Surfside has marketable legal title to all the assets of the Surfside System to be transferred hereunder, subject to no lien or claim (except with respect to the Surfside Bonds and any deposits of Surfside Customers).

(d) Contracts. Surfside represents and warrants that it is not party to any contracts, excluding those relating to its customers and the provision of water and wastewater collection and disposal, except for contracts with GSWSA and contracts relating to pump station upgrades previously disclosed to GSWSA and that Surfside is not aware of any contracts that may be binding upon the Surfside System other than the agreements pertaining to the Surfside Bonds. Surfside agrees to promptly provide GSWSA with any and all contracts entered into by Surfside from the date hereof until the Transfer Date.

(e) Employment Contracts. Attached hereto as Exhibit C is a list of the Surfside System Employees as of the date hereof. All of the Surfside System Employees are employees at will and no Surfside System Employee is under any contract or arrangement that alters such employee's status as an employee at will. Surfside agrees that it shall not enter into employment contracts, other than in the normal course of business, for additional Surfside System Employees or for [sic] change the terms of employment for existing Surfside System Employees without the consent of GSWSA.

SECTION 4.2. *Representations and Warranties of GSWSA.* GSWSA hereby represents and warrants to Surfside as follows:

(a) Due Authorization, Execution and Delivery. GSWSA has full right, power and authority (i) to enter into this Agreement, (ii) to acquire and operate the Surfside System, and (iii) to perform all its obligations hereunder. GSWSA has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments or agreements necessary to effectuate the intent hereof. No further action, consent or approval is required by GSWSA or by any governmental body to approve, consent to or permit the performance by GSWSA of its obligations hereunder or to acquire and operate the Surfside System as contemplated hereby.

(b) No Conflict, Breach or Default. The execution and delivery of this Agreement and the performance by GSWSA of its obligations hereunder will not conflict with or constitute a breach of or a default under (i) any contract or agreement to which GSWSA is a party or by which GSWSA is bound or to which the assets of the GSWSA System are subject, (ii) any law, regulation, administrative or judicial order or any judgment or decree to which GSWSA or the GSWSA System is subject, or (iii) the GSWSA Charter or any resolutions or bylaws of GSWSA.

ARTICLE V

OPERATIONAL COVENANTS

SECTION 5.1. *Operation and Maintenance of System.* Upon the acquisition of the Surfside System by GSWSA, GSWSA covenants that the Surfside System will be consolidated with the remaining utility system assets of GSWSA and the resulting GSWSA System will be operated as a public utility for the provision of safe and sanitary drinking water to the general public including persons located within the incorporated limits of Surfside and to provide for the collection, treatment and disposal of wastewater likewise. GSWSA will operate the GSWSA System in a sound and efficient manner to provide the water and wastewater treatment at rates that are as low as practicable to provide for the payment of the costs of operation and maintenance of the GSWSA System, its growth and the replacement and upgrading of such parts of the GSWSA System as may be required.

SECTION 5.2. *Specific Covenants for Surfside.* GSWSA makes the following additional covenants for the sole benefit of Surfside.

(a) Local Office. GSWSA agrees to open a customer service office convenient to the residents of Surfside within 2 years of the Transfer Date. Once such office is opened, GSWSA agrees that it shall not be closed unless GSWSA holds a public hearing not less than 30 days prior to date set for closing. Notice of any such public hearing shall be published in a newspaper of general circulation in Surfside not less than 10 days prior thereto.

(b) Franchise Fee. For and in consideration of the Franchise, GSWSA agrees to pay Surfside the sum of \$150,000 per annum in monthly installments beginning on July 1, 1994. GSWSA shall include the Franchise Fee in calculation rates for water and wastewater services for all customers. The parties hereto agree that the Franchise Fee is based upon the existing rates of GSWSA. For the purpose of providing for increases in the Franchise Fee, the water and sewer rate at the date hereof for a residential customer using 8,000 gallons per month shall be designated as the "Base Rate." As of the date hereof the Base Rate is \$32.19. On the effective date of any increase in the Base Rate, the Franchise fee shall be increased by multiplying \$150,000 times the new base rate and dividing the product by \$32.19.

(c) Employment of Surfside System Employees. GSWSA shall employ all Surfside System Employees as new employees of GSWSA on the Transfer Date. As new employees such former Surfside System Employees will be treated as all other new employees of GSWSA subject to the employment practices and procedures of GSWSA; provided that all Surfside System Employees who have been employed for a period of more than six months by Surfside as of the Transfer Date, will not be subject to the six month probationary period customary for new employees of GSWSA. Any accrued and unused vacation or sick leave to which Surfside System Employees are entitled as of the Transfer Date will be recognized and credit to them as GSWSA employees. On the Transfer Date, GSWSA will endeavor to employ the former Surfside System Employees in positions as similar as possible to their prior positions; however GSWSA shall have the right to direct the jobs to be performed by such employees and such employees shall be treated as all other GSWSA employees. Surfside System Employees shall be insured as are all other GSWSA employees; provided, however, that if any Surfside System Employee is presently maintaining insurance for such employee or a member of such employee's family through Surfside and any person covered by such insurance has a "pre-existing condition" that will not be covered by GSWSA insurance, then GSWSA shall provide for COBRA coverage for such

employee through any waiting period under GSWSA's insurance. Any such employee shall pay that portion of the GSWSA insurance premium that would normally be paid by GSWSA employees, but GSWSA shall pay the premiums for the COBRA coverage necessary to maintain insurance coverage during any waiting period.

(d) No Change in Deposits for Surfside Customers. In the event that the deposits required by GSWSA differ from the deposits that were required by Surfside, GSWSA agrees that it shall not require Surfside Customers to increase the amount of any deposit for the maintenance of existing service. This provision shall not affect the deposits that may be required by GSWSA for any new services provided to former Surfside Customers or any new customers after the Transfer Date.

(e) No Impact Fees for Surfside Customers. GSWSA agrees that Surfside Customers will not be charged any impact fees in connection with the continuation of services at the existing levels. This provision shall not affect any impact fees that may be required by GSWSA for any new services provided to former Surfside Customers after the Transfer Date.

(f) Charges for Connections in Surfside. GSWSA agrees that it will connect new customers inside the incorporated limits of Surfside at the prevailing connection fees of GSWSA for lines if the distance required for the connection line is not greater than 200 feet. If a connection can feasibly be made at a distance in excess of 200 feet by means of a service line, then the charge for connection will be based on the additional cost for the service line in excess of 200 feet. However, if the connection is more than 200 feet distant from an existing line and requires the extension of the main line, GSWSA may charge for all the cost of the extension of the main line in addition to any other appropriate charges.

(g) Surfside Representaiton on Advisory Committee. GSWSA shall appoint a resident of Surfside to its Advisory Committee as soon as practicable after the Transfer Date.

(h) Water Service to Surfside. GSWSA shall treat Surfside as a retail customer for all water provided to facilities owned and operated by Surfside. GSWSA shall provide Surfside with a single bill for all such services regardless of the number of locations served and the rates for service shall be the rate charged by GSWSA to other retail customers. Upon request by Surfside any portion of the water service for water only (such as irrigation purposes or outside showers at the beaches) may be separately metered and there will be no sewer charges for separately metered water service for irrigation.

(i) Fire Department Special Services. GSWSA shall provide the Surfside fire department with water without charge for purposes of fighting fires, routine flushing of fire hydrants and flow testing. Surfside agrees that its fire department shall notify GSWSA immediately of any activities for which free water service is being provided hereunder.

(j) Guarantee of Fire Flows. GSWSA hereby guarantees to Surfside that the flows available for firefighting purposes shall not be less than those in existence as of the Transfer Date.

(k) Insurance. To the extent that Surfside is determined to have an insurable interest therein, GSWSA shall provide for Surfside to be shown as a coinsured on all property acquired by GSWSA under the terms hereof.

(l) Work in Streets and Rights-of-Way. GSWSA will notify Surfside whenever its construction or maintenance activities require the interruption of normal traffic, either by construction that requires pavement to be cut or where work in the rights-of-way is expected to interfere with traffic. In the case of scheduled work and maintenance, GSWSA will obtain an encroachment permit from Surfside; provided that no permit need be obtained for emergency work. Upon completion of any such work, GSWSA will restore the pavement to its condition prior to any cutting or other interference. GSWSA will be responsible for any damages to persons or property resulting from its activities in the streets and rights-of-way of Surfside. GSWSA agrees to indemnify and hold harmless Surfside from any all liability resulting from GSWSA's activities in streets or rights-of-way.

(m) Town Logo on Water Tanks. The logo or town name of Surfside may remain on all water tanks; provided that upon any refinishing or painting, Surfside shall be responsible for all cost relating to such logo or name.

SECTION 5.3. Condemnation. Surfside and GSWSA acknowledge that it may become necessary from time to time to exercise the power of condemnation to provide for the continuation or improvement of the waterworks and sewer system. In such event, Surfside agrees to cooperate with GSWSA to pursue condemnation, including, upon request, being the moving party in pursuit thereof; provided, however, that all costs and expenses of any such proceeding shall be borne by GSWSA.

ARTICLE VI

TERMINATION AND DEFAULT

SECTION 6.1. Termination. In the event the Referendum is unsuccessful, this Agreement shall be terminated immediately. All costs incurred by either party shall be borne by it and neither party shall have any claim on the other in connection with the subject matter hereof.

SECTION 6.2. Termination of Franchise. Upon the termination of the franchise rights provided herein, Surfside shall purchase all of the assets of GSWSA then being used to provide distribution of water and collection and disposal of wastewater for the residents of Surfside. The purchase price for such purchase shall be determined by agreement of the parties; provided that such purchase price shall be based only on additions to the Surfside System from and after the Transfer Date and Surfside shall not be required to pay any compensation for the assets being transferred hereunder for the distribution of water and collection and disposal of wastewater assets. If the parties are unable to agree, then the purchase price shall be established as the average of the appraisals made by three different appraisers, on appointed by each of the parties and the third by the two so appointed. This provision does not govern any purchase or acquisition by Surfside from GSWSA of capacity in any treatment plants or disposal capacity.

SECTION 6.3. Default. In the event either party discovers a [sic] that any representation is untrue in any material respect or any warranty is breached in any material respect, the cost of correcting any problem resulting therefrom or estimate based thereon shall be borne by the party whose representation is untrue or whose warranty is breached.

In the event either party fails to timely perform its obligations hereunder, the other party may initiate action to compel compliance in any court of competent jurisdiction. The costs of such action shall be recoverable from the defaulting party.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Counterparts. This Agreement may be executed in counterparts, which when assembled shall constitute but one original Agreement.

Section 7.2. Severability. The provisions hereof are severable and in the event any one or more of such provisions is void or unenforceable, the remainder of this Agreement shall constitute the agreement among the parties as to the subject matter hereof.

Section 7.3. Effect of Dissolution of a Party. In the event either GSWSA or Surfside for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Agreement by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successor or successors thereof from time to time

and any officer, board, commission, authority, agency or instrumentality to whom or which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term GSWSA or Surfside, as the case may be, when used in this Agreement shall include such successor or successors.

Section 7.4 Legal Holidays. In any case where the date of any action required hereunder shall be on a day on which is a legal holiday in the State of South Carolina, performance shall be deemed timely if made on the next succeeding day which is not such a legal holiday with the same force and effect as if such act were performed on the date otherwise provided for herein.

SECTION 7.5. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by GSWSA or Surfside shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested postage prepaid, addressed as follows:

(a) As to the GSWSA –

Grand Strand Water and Sewer Authority
Post Office Box 1537
1350 Jackson Bluff Road
Conway, SC 29526
Attention: Executive Director

(b) As to the Surfside –

Town of Surfside Beach
115 U.S. Highway 17 North
Surfside Beach, SC 29575
Attention: Mayor

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telegram, telecopy or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be, confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change and sent by United State registered mail, postage prepaid, to the other parties by the party effecting the change.

SECTION 7.6. Parties Alone Have Rights under Agreement. Except as herein otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than GSWSA and Surfside any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This agreement and each provision herein is intended to be and is for the sole and exclusive benefit of GSWSA and Surfside.

SECTION 7.7. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

SECTION 7.8. Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies here, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

SECTION 7.9. Further Authority. The officers of GSWSA and Surfside, their attorneys, engineers and other agents or employees are hereby authorized to do all acts and things required of

them by this Agreement for the full, punctual and complete performance of all of the above terms, covenants and agreements contained herein.

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

Debra Herrmann

From: Leslie Mayne [LMayne@municode.com]
Sent: Monday, February 11, 2013 11:12 AM
To: 'Debra Herrmann'
Subject: RE: Grand Strand Water & Sewer Authority Surfside Beach, SC Code of Ordinances - 2005(14100)

Hi Debra,

I searched all of the supplements back to Supp. 1 and wasn't able to find a franchise agreement for Grand Strand Water and Sewer Authority in the code. If you would like it codified please email it to me and we can have it included in the current supplement. If you have additional questions do not hesitate to ask!

Kindest regards,

Leslie

Leslie Mayne
Supplement Department
800-262-2633 ext.1298 | fax 850-575-8852
[Municipal Code Corporation](#) | [Facebook](#) | [Twitter](#)



Please consider the environment before printing.

From: Debra Herrmann [<mailto:dherrmann@surfsidebeach.org>]
Sent: Friday, February 08, 2013 4:24 PM
To: Leslie Mayne
Subject: Grand Strand Water & Sewer Authority

Hi, Leslie.

A question came up about the franchise fee for Grand Strand Water and Sewer Authority, the town's water and sewer provider. I found the contract between the Authority and the town, however, I can't find any evidence the agreement was ever codified.

Would you please let me know if the document was ever included our code.

Thanks in advance for your help.

Happy Friday ☺

Debra

Debra Herrmann, CMC, Town Clerk

dherrmann@surfsidebeach.org - 843.913.6333

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AGREEMENT OF CONSOLIDATION AND TRANSFER

BETWEEN

GRAND STRAND WATER AND SEWER AUTHORITY

AND

TOWN OF SURFSIDE BEACH

MARCH 1, 1994

GSWSA 3/15/94
has original
wet copy
EEO

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions 1
SECTION 1.2. Rules of Construction 2

ARTICLE II
AGREEMENT TO TRANSFER AND ACQUIRE CERTAIN ASSETS

SECTION 2.1. Agreement to Consolidate 3
SECTION 2.2. Assets to be Transferred to GSWSA 3
SECTION 2.3. Reserved Assets 4
SECTION 2.4. Assumption of Liabilities by GSWSA 4
SECTION 2.5. Consideration 5

ARTICLE III
CONDITIONS TO TRANSFER AND TRANSFER DATE

SECTION 3.1. Referendum 5
SECTION 3.2. Transfer Date 5

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of Surfside 5
SECTION 4.2. Representations and Warranties of GSWSA 6

ARTICLE V
OPERATIONAL COVENANTS OF GSWSA

SECTION 5.1. Operation and Maintenance of System 6
SECTION 5.2. Specific Covenants for Surfside 7
SECTION 5.3. Condemnation 8

ARTICLE VI
TERMINATION AND DEFAULT

SECTION 6.1. Termination 8
SECTION 6.2. Termination of Franchise 9
SECTION 6.3. Default 9

ARTICLE VII
MISCELLANEOUS

SECTION 7.1. Counterparts 9
SECTION 7.2. Severability 9
SECTION 7.3. Effect of Dissolution of a Party 9
SECTION 7.4. Legal Holidays 9
SECTION 7.5. Manner of Giving Notice 9
SECTION 7.6. Parties Alone Have Rights under Agreement 10
SECTION 7.7. Multiple Counterparts 10
SECTION 7.8. Headings 10
SECTION 7.9. Further Authority 10

AGREEMENT OF CONSOLIDATION AND TRANSFER

This Agreement of Consolidation and Transfer (the "Agreement") is entered into by and between Grand Strand Water and Sewer Authority a body corporate and politic and a consolidated special purpose district of the State of South Carolina ("GSWSA") and the Town of Surfside Beach, a body corporate and politic and a political subdivision of the State of South Carolina ("Surfside")

WHEREAS, Grand Strand Water and Sewer Authority a body corporate and politic and a special purpose district of the State of South Carolina ("GSWSA") was created under Act No. 337 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1971 (the "GSWSA Act") and had its service area expanded to encompass all of Horry County excluding areas located within an incorporated municipality which owns and operates a municipal waterworks and/or sewer system and excluding the service areas of Little River Water and Sewerage Company, Inc., and, with respect to water service only, the service area of Bucksport Water System, Inc., pursuant to Ordinance 3-86 duly adopted by the County Council of Horry County, South Carolina (the "County") on April 1, 1986 (the "Ordinance"); and

WHEREAS, under the terms of the GSWSA Act and the Ordinance (collectively the "GSWSA Charter"), GSWSA is duly authorized and empowered to acquire, construct, operate, maintain, improve and extend facilities which enable it to obtain fresh water in large volume and to distribute and sell such water and to acquire, operate and maintain sewage collection systems and to enlarge and improve sewer lines and facilities for the treatment and disposal of sewage and other waste, and, subject to the official consent of a municipality may sell water or sewer service within the corporate limits thereof; and

WHEREAS, the Town of Surfside Beach, a body corporate and politic and a political subdivision of the State of South Carolina ("Surfside") owns and operates a waterworks and sewer system pursuant to elections held on March 8, 1966 (water) and December 15, 1977 (sewer); and

WHEREAS, GSWSA has offered to acquire the waterworks and sewer system of Surfside (the "Surfside System") under the terms and conditions contained herein;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and obligations contained herein, GSWSA and Surfside do hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. *Definitions.* The terms defined below are used in this Agreement with meanings ascribed thereto unless another or different meaning is plainly intended.

"Agreement" means this Agreement of Consolidation and Transfer dated February __, 1994, by and between Surfside and GSWSA.

"Fixed Assets" means the fixed assets of the Surfside that are part of the Surfside System and are described in Exhibit A hereto.

"Franchise" means the exclusive right granted to GSWSA by Surfside under the terms hereof to operate a waterworks and sewer system to supply water and wastewater collection and disposal services within the incorporated limits of Surfside.

"Franchise Fee" means the amount payable by GSWSA to Surfside as consideration for the Franchise under the provisions of Section 5.2(b) hereof.

"GWSWA" means Grand Strand Water and Sewer Authority, a public body corporate and politic and a consolidated special purpose district of the State of South Carolina.

"GWSWA Charter" means the Ordinance and the GWSWA Act as such terms are defined in the premises hereto.

"GWSWA System" means the waterworks and sewer system of GWSWA.

"Referendum" means the referendum described in Section 3.1 hereof.

"Reserved Assets" means the assets of Surfside that have been used as part of or associated with other assets used as part of the Surfside System but that are not being transferred to GWSWA hereunder and are described on Exhibit B hereto.

"Surfside" means the Town of Surfside Beach, South Carolina, an incorporated municipality and a political subdivision of the State of South Carolina.

"Surfside Bonds" means \$1,795,000 outstanding principal amount of the Town of Surfside Beach, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 1989 dated as of May 3, 1989, issued by Surfside.

"Surfside Customers" means the customers of Surfside System as of the Transfer Date.

"Surfside System" means the waterworks and sewer system of Surfside.

"Surfside System Employees" means the employees of Surfside whose services are used for the Surfside System and who are listed on Exhibit C hereto.

"Transfer Audit" means the audit prepared by an independent auditing firm selected jointly by GWSWA and Surfside showing the assets of the Surfside System to be transferred.

"Transfer Date" means July 1, 1994.

"Trustee" means The South Carolina National Bank as trustee with respect to the Surfside Bonds.

"Utility Funds and Accounts" means the funds and accounts of Surfside maintained in connection with the Surfside System.

SECTION 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and, unless the context shall otherwise indicate, words in the singular shall also include the plural and vice versa. The intent of this Agreement is to provide for the consolidation described in Section 2.1 hereof. To that end, in the event any one or more provisions hereof are determined to be void, invalid or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary purpose, such void, invalid or unenforceable provision shall be severed herefrom and the balance hereof shall constitute the agreement of the parties hereto. Certain representations, warranties and covenants are not verifiable or to be performed until after the Transfer Date; therefore the provisions hereof shall survive the Transfer Date and the transfers herein contemplated.

ARTICLE II
AGREEMENT TO TRANSFER AND ACQUIRE CERTAIN ASSETS

SECTION 2.1. *Agreement to Consolidate.*

(a) Consolidation by Transfer of Surfside System. GSWSA and Surfside agree that the customers and users of the Surfside System and the residents of Surfside will obtain more economical and efficient water and wastewater collection and disposal services if the Surfside System is consolidated with the existing GSWSA system. The Surfside System is presently owned and operated by Surfside which is governed by the municipal council of Surfside; therefore, the only way in which the two systems can be merged under a common system of governance and control is through a transfer of the assets constituting the Surfside System to GSWSA. The intent of this Agreement is to provide for such a transfer, subject to the requirement of a referendum as hereinafter mentioned.

(b) Exclusive Franchise. From and after the Transfer Date, Surfside shall no longer directly provide water and wastewater collection and disposal services. GSWSA shall have the exclusive franchise for furnishing water and wastewater collection and disposal services within Surfside for an initial period of 30 years and which exclusive franchise shall be renewed for successive 30 year periods unless terminated by Surfside. Not later than one year prior to the end of any franchise period, Surfside shall notify GSWSA whether the franchise granted hereby shall be terminated at the end of the then current period. If no such notice is given by Surfside, the franchise shall be automatically renewed for an additional term of 30 years.

(c) Method for Determining Rates. Rates for services provided by GSWSA within the corporate limits of Surfside shall be determined by the governing body of GSWSA following its usual procedures. The rates applicable to customers within the incorporated limits of Surfside will be the same as the rates charged to other retail customers of GSWSA.

(d) Operations Prior to Transfer Date. The parties hereto agree and acknowledge that the Surfside System is an operating waterworks and sewer system. Consequently, in the normal course of business, Surfside may make changes or alterations to the Surfside System between the date hereof and the Transfer Date. Surfside shall request the consent of GSWSA to any changes in the Surfside System or the incurrence of any debt, other than trade debt incurred in the ordinary course of business, between the date hereof and the Transfer Date.

SECTION 2.2. *Assets to be Transferred to GSWSA.* Surfside agrees to transfer and GSWSA agrees to acquire all the assets of the Surfside System as of the Transfer Date except for Reserved Assets (as described below). The following provisions are intended to enumerate the assets constituting the Surfside System.

(a) Fixed Assets. The Fixed Assets include the land, buildings, equipment, vehicles, rights-of-way and other fixed assets of the Surfside System as set forth in the Transfer Audit. As of the date hereof, the parties believe such assets to be those shown on Exhibit A hereto.

(b) Utility Funds and Accounts. The Utility Funds and Accounts include all balances in all funds and accounts (regardless of whether represented by separate banking or depository accounts) that are related to the Surfside System, regardless of whether being held for reserves, capital replacement, customer deposits or otherwise and regardless of whether being held by Surfside or by another party for the benefit or use of Surfside. At the Transfer Date, the amounts in such funds and accounts shall be set forth in the Transfer Audit.

(c) Reserve Capacity—Schwarz Plant and Bull Creek. Any ownership interest in the Schwarz Plant, the reserve treatment capacity or contractual rights in the treatment capacity of the Schwarz Plant and the Bull Creek Project, the collection and transmission facilities and pumping or pump station facilities between the Surfside System and the Schwarz Plant and the Bull Creek Project, the disposal capacity from the Schwarz Plant and the water capacity from the Bull Creek Project.

SECTION 2.3. *Reserved Assets.* Surfside and GSWSA agree that the assets described below are not included in the assets being transferred as part of the Surfside System. The Reserved Assets shall be and remain the exclusive property of Surfside.

(a) Unrestricted and Unappropriated Revenues. The Utility Funds and Accounts includes the amount denoted as unrestricted and unappropriated cash as of June 30, 1994, as set forth in the Transfer Audit. This amount shall be retained by Surfside and not be transferred as part of the Utility Funds and Accounts or the Surfside System.

(b) Surfside Drive Well Site. The property described in Exhibit B-1 hereto, being the site of a well that was formerly used as part of the Surfside System shall be retained by Surfside and not included in the assets of the Surfside System being transferred to GSWSA.

(c) Portion of Pedestal Tank Site. The property described in Exhibit B-2 hereto, being a portion of the real property surrounding the pedestal tank, shall be retained by Surfside; provided that Surfside grants to GSWSA an easement (which, at the request of GSWSA, will be granted by separate recordable instrument) for purposes of access to the pedestal tank and well pump-house and the vehicle storage area beneath the pedestal tank.

(d) Public Park and Parking Areas at the 10th Street Tank Site. The property described in Exhibit B-3 hereto shall be retained by Surfside for use as a public park.

SECTION 2.4. *Assumption of Liabilities by GSWSA.* GSWSA agrees to acquire the Surfside System subject to and to assume the liabilities of Surfside in connection therewith as to continuing operations, Surfside System Employees, the Surfside Bonds, customer deposits and, subject to the limitations provided in Section 2.4(e), the liability of the Surfside System with respect to the payments described in Section 2.4(e); provided that GSWSA shall not be or become responsible for any liability arising from the negligence or willful acts by or on behalf of Surfside or any of its agents or employees. The liabilities agreed to be assumed by GSWSA are described below.

(a) Surfside Bonds. On the Transfer Date, GSWSA shall deposit with The South Carolina National Bank as Trustee such amount as shall cause the Surfside Bonds to be no longer outstanding under the provisions of the documents pursuant to which they were issued. GSWSA assumes the responsibility and liability for all amounts due in connection therewith and all amounts payable to the Trustee therefor. GSWSA shall be entitled to receive all moneys, investments and balances in all accounts established or held by the Trustee in connection with the Surfside Bonds, and such amounts may be used to satisfy any requirements of GSWSA hereunder with respect to making deposits to cause the Surfside Bonds to be no longer outstanding. GSWSA shall provide Surfside with an opinion of counsel to the effect that the Surfside Bonds are no longer outstanding as of the Transfer Date and that the liens or security interests in the Surfside System or the revenues derived therefrom have been terminated. GSWSA agrees to hold Surfside harmless from any and all liabilities with respect to the Surfside Bonds arising from or in connection with the transfer of the Surfside System or the defeasance of the Surfside Bonds.

(b) Contract Liabilities. On the Transfer Date, GSWSA shall assume responsibility for the payment and performance of all contractual responsibilities of the Surfside System with respect to services after the Transfer Date. In making determinations as to whether amounts that are due and payable after the Transfer Date are assumed by GSWSA, the parties hereto agree that any such amounts which relate to the provision of services for which Surfside has received payment shall continue to be paid by Surfside from the unrestricted and unappropriated cash that is included in Reserved Assets as provided in the Transfer Audit.

(c) Surfside System Employees. On the Transfer Date, all Surfside System Employees shall become employees of GSWSA at the same salary and in as nearly a similar position as possible.

(d) Customer Deposits. On the Transfer Date, GSWSA shall assume the responsibility for the repayment at termination of service to all Surfside Customers of the amounts shown in the Transfer Audit as having been received by Surfside as deposits in connection with the provision of services from the Surfside System as of June 30, 1994.

(e) Other Liabilities. On or prior to the Transfer Date, Surfside will provide GSWSA with a list of all other liabilities of the Surfside System, including details as to receipts for fees collected to assist in the financing of sewer construction through the Farmers Home Administration. Surfside represents and warrants that the liability of the Surfside System with respect to such receipts is limited to a credit against tap fees, connection fees or impact fees of the amount shown on the receipt and that such receipts do not commit the Surfside System to provide connections or services without payment of the current charges therefor (subject to the amount of any credit). GSWSA will recognize the receipts for credit but, to the extent such credits exceed \$5,000 or to the extent GSWSA is required to provide connections without payment, less such credit, of the current charges for connection, tap fees or impact fees, or in the event of any other liabilities not provided for herein, Surfside shall reimburse GSWSA.

SECTION 2.5. Consideration. In consideration of the transfer of the Surfside Assets to GSWSA by Surfside and the grant of the Franchise, GSWSA agrees to assume the liabilities specified herein, provide water and wastewater collection and disposal services to the Surfside Customers on the basis described herein and perform the other covenants and agreements for which it is responsible hereunder.

ARTICLE III CONDITIONS TO TRANSFER AND TRANSFER DATE

SECTION 3.1. Referendum. The parties hereto understand that a referendum must be held by Surfside prior to the transfer of the Surfside System. Surfside agrees to hold such referendum as soon as practicable and in no event later than March 8, 1994. Surfside shall include in the referendum the transfer of the Surfside System and the granting of a franchise to GSWSA to provide water and sewer services within the incorporated limits of Surfside. GSWSA agrees that all costs of Surfside incurred in connection with the holding of the referendum and any notices required therefor shall be treated as a cost of the Surfside System and may be paid from amounts in the Utility Funds and Accounts.

SECTION 3.2. Transfer Date. The Transfer Date shall be July 1, 1994.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of Surfside. Surfside hereby represents and warrants to GSWSA as follows:

(a) Due Authorization, Execution and Delivery. Surfside has full right, power and authority (i) to enter into this Agreement, (ii) subject to the Referendum, to transfer the Surfside System to GSWSA, (iii) subject to the Referendum, to grant to GSWSA the Franchise, and (iv) to perform all its obligations hereunder. Surfside has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments or agreements necessary to effectuate the intent hereof. Subject to the Referendum, no further action, consent or approval is required by Surfside or by any governmental body to approve, consent to or permit the performance by Surfside of its obligations hereunder or to effect the transfers contemplated hereby.

(b) No Conflict, Breach or Default. The execution and delivery of this Agreement and the performance by Surfside of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which Surfside is a party or by which Surfside is bound or to which the assets of Surfside System are subject (assuming that the Surfside Bonds are no longer outstanding), (ii) any law, regulation,

administrative or judicial order or any judgment or decree to which Surfside or the Surfside System is subject, or (iii) the charter or any ordinances of Surfside.

(c) Title to Surfside System. Surfside has marketable legal title to all the assets of the Surfside System to be transferred hereunder, subject to no lien or claim (except with respect to the Surfside Bonds and any deposits of Surfside Customers).

(d) Contracts. Surfside represents and warrants that it is not party to any contracts, excluding those relating to its customers and the provision of water and wastewater collection and disposal, except for contracts with GSWSA and contracts relating to pump station upgrades previously disclosed to GSWSA and that Surfside is not aware of any contracts that may be binding upon the Surfside System other than the agreements pertaining to the Surfside Bonds. Surfside agrees to promptly provide GSWSA with any and all contracts entered into by Surfside from the date hereof until the Transfer Date.

(e) Employment Contracts. Attached hereto as Exhibit C is a list of the Surfside System Employees as of the date hereof. All of the Surfside System Employees are employees at will and no Surfside System Employee is under any contract or arrangement that alters such employee's status as an employee at will. Surfside agrees that it shall not enter into employment contracts, other than in the normal course of business, for additional Surfside System Employees or for change the terms of employment for existing Surfside System Employees without the consent of GSWSA.

SECTION 4.2. Representations and Warranties of GSWSA. GSWSA hereby represents and warrants to Surfside as follows:

(a) Due Authorization, Execution and Delivery. GSWSA has full right, power and authority (i) to enter into this Agreement, (ii) to acquire and operate the Surfside System, and (iii) to perform all its obligations hereunder. GSWSA has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments or agreements necessary to effectuate the intent hereof. No further action, consent or approval is required by GSWSA or by any governmental body to approve, consent to or permit the performance by GSWSA of its obligations hereunder or to acquire and operate the Surfside System as contemplated hereby.

(b) No Conflict, Breach or Default. The execution and delivery of this Agreement and the performance by GSWSA of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which GSWSA is a party or by which GSWSA is bound or to which the assets of the GSWSA System are subject, (ii) any law, regulation, administrative or judicial order or any judgment or decree to which GSWSA or the GSWSA System is subject, or (iii) the GSWSA Charter or any resolutions or bylaws of GSWSA.

ARTICLE V OPERATIONAL COVENANTS

SECTION 5.1. Operation and Maintenance of System. Upon the acquisition of the Surfside System by GSWSA, GSWSA covenants that the Surfside System will be consolidated with the remaining utility system assets of GSWSA and the resulting GSWSA System will be operated as a public utility for the provision of safe and sanitary drinking water to the general public including persons located within the incorporated limits of Surfside and to provide for the collection, treatment and disposal of wastewater likewise. GSWSA will operate the GSWSA System in a sound and efficient manner to provide the water and wastewater treatment at rates that are as low as practicable to provide for the payment of the costs of operation and maintenance of the GSWSA System, its growth and the replacement and upgrading of such parts of the GSWSA System as may be required.

SECTION 5.2. *Specific Covenants for Surfside.* GSWSA makes the following additional covenants for the sole benefit of Surfside.

(a) **Local Office.** GSWSA agrees to open a customer service office convenient to the residents of Surfside within 2 years of the Transfer Date. Once such office is opened, GSWSA agrees that it shall not be closed unless GSWSA holds a public hearing not less than 30 days prior to date set for closing. Notice of any such public hearing shall be published in a newspaper of general circulation in Surfside not less than 10 days prior thereto.

(b) **Franchise Fee.** For and in consideration of the Franchise, GSWSA agrees to pay Surfside the sum of \$150,000 per annum in monthly installments beginning on July 1, 1994. GSWSA shall include the Franchise Fee in calculation rates for water and wastewater services for all customers. The parties hereto agree that the Franchise Fee is based upon the existing rates of GSWSA. For the purpose of providing for increases in the Franchise Fee, the water and sewer rate at the date hereof for a residential customer using 8,000 gallons per month shall be designated as the "Base Rate." As of the date hereof the Base Rate is \$32.19. On the effective date of any increase in the Base Rate, the Franchise Fee shall be increased by multiplying \$150,000 times the new base rate and dividing the product by \$32.19.

(c) **Employment of Surfside System Employees.** GSWSA shall employ all Surfside System Employees as new employees of GSWSA on the Transfer Date. As new employees such former Surfside System Employees will be treated as all other new employees of GSWSA subject to the employment practices and procedures of GSWSA; provided that all Surfside System Employees who have been employed for a period of more than six months by Surfside as of the Transfer Date, will not be subject to the six month probationary period customary for new employees of GSWSA. Any accrued and unused vacation or sick leave to which Surfside System Employees are entitled as of the Transfer Date will be recognized and credited to them as GSWSA employees. On the Transfer Date, GSWSA will endeavor to employ the former Surfside System Employees in positions as similar as possible to their prior positions; however GSWSA shall have the right to direct the jobs to be performed by such employees and such employees shall be treated as all other GSWSA employees. Surfside System Employees shall be insured as are all other GSWSA employees; provided, however, that if any Surfside System Employee is presently maintaining insurance for such employee or a member of such employee's family through Surfside and any person covered by such insurance has a "pre-existing condition" that will not be covered by GSWSA insurance, then GSWSA shall provide for COBRA coverage for such employee through any waiting period under GSWSA's insurance. Any such employee shall pay that portion of the GSWSA insurance premium that would normally be paid by GSWSA employees, but GSWSA shall pay the premiums for the COBRA coverage necessary to maintain insurance coverage during any waiting period.

(d) **No Change in Deposits for Surfside Customers.** In the event that the deposits required by GSWSA differ from the deposits that were required by Surfside, GSWSA agrees that it shall not require Surfside Customers to increase the amount of any deposit for the maintenance of existing service. This provision shall not affect the deposits that may be required by GSWSA for any new services provided to former Surfside Customers or any new customers after the Transfer Date.

(e) **No Impact Fees for Surfside Customers.** GSWSA agrees that Surfside Customers will not be charged any impact fees in connection with the continuation of services at the existing levels. This provision shall not affect any impact fees that may be required by GSWSA for any new services provided to former Surfside Customers after the Transfer Date.

(f) **Charges for Connections in Surfside.** GSWSA agrees that it will connect new customers inside the incorporated limits of Surfside at the prevailing connection fees of GSWSA for lines if the distance required for the connection line is not greater than 200 feet. If a connection can feasibly be made at a distance in excess of 200 feet by means of a service line, then the charge for connection will be based on the additional cost for the service line in excess of 200 feet. However, if the connection is more than 200 feet distant from an existing line and requires

the extension of the main line, GSWSA may charge for all the cost of the extension of the main line in addition to any other appropriate charges.

(g) Surfside Representation on Advisory Committee. GSWSA shall appoint a resident of Surfside to its Advisory Committee as soon as practicable after the Transfer Date.

(h) Water Service to Surfside. GSWSA shall treat Surfside as a retail customer for all water provided to facilities owned and operated by Surfside. GSWSA shall provide Surfside with a single bill for all such services regardless of the number of locations served and the rate for service shall be the rate charged by GSWSA to other retail customers. Upon request by Surfside any portion of the water service for water only (such as irrigation purposes or outside showers at beaches) may be separately metered and there will be no sewer charges for separately metered water service for irrigation.

(i) Fire Department Special Services. GSWSA shall provide the Surfside fire department with water without charge for purposes of fighting fires, routine flushing of fire hydrants and flow testing. Surfside agrees that its fire department shall notify GSWSA immediately of any activities for which free water service is being provided hereunder.

Twice / year -

(j) Guarantee of Fire Flows. GSWSA hereby guarantees to Surfside that the flows available for firefighting purposes shall not be less than those in existence as of the Transfer Date.

(k) Insurance. To the extent that Surfside is determined to have an insurable interest therein, GSWSA shall provide for Surfside to be shown as a coinsured on all property acquired by GSWSA under the terms hereof.

(l) Work in Streets and Rights-of-Way. GSWSA will notify Surfside whenever its construction or maintenance activities require the interruption of normal traffic, either by construction that requires pavement to be cut or where work in rights-of-way is expected to interfere with traffic. In the case of scheduled work and maintenance, GSWSA will obtain an encroachment permit from Surfside; provided that no permit need be obtained for emergency work. Upon completion of any such work, GSWSA will restore the pavement to its condition prior to any cutting or other interference. GSWSA will be responsible for any damages to persons or property resulting from its activities in the streets and rights-of-way of Surfside. GSWSA agrees to indemnify and hold harmless Surfside from any and all liability resulting from GSWSA's activities in streets or rights-of-way.

(m) Town Logo on Water Tanks. The logo or town name of Surfside may remain on all water tanks; provided that upon any refinishing or painting, Surfside shall be responsible for all costs relating to such logo or name.

SECTION 5.3. Condemnation. Surfside and GSWSA acknowledge that it may become necessary from time to time to exercise the power of condemnation to provide for the continuation or improvement of the waterworks and sewer system. In such event, Surfside agrees to cooperate with GSWSA to pursue condemnation, including, upon request, being the moving party in pursuit thereof; provided, however, that all costs and expenses of any such proceeding shall be borne by GSWSA.

ARTICLE VI TERMINATION AND DEFAULT

SECTION 6.1. Termination. In the event the Referendum is unsuccessful, this Agreement shall be terminated immediately. All costs incurred by either party shall be borne by it and neither party shall have any claim on the other in connection with the subject matter hereof.

SECTION 6.2. Termination of Franchise. Upon the termination of the franchise rights provided herein, Surfside shall purchase all of the assets of GSWSA then being used to provide distribution of water and collection and disposal of wastewater for the residents of Surfside. The purchase price for such purchase shall be determined by agreement of the parties; provided that such purchase price shall be based only on additions to the Surfside System from and after the Transfer Date and Surfside shall not be required to pay any compensation for the assets being transferred hereunder for the distribution of water and collection and disposal of wastewater assets. If the parties are unable to agree, then the purchase price shall be established as the average of the appraisals made by three different appraisers, one appointed by each of the parties and the third by the two so appointed. This provision does not govern any purchase or acquisition by Surfside from GSWSA of capacity in any treatment plants or disposal capacity.

SECTION 6.3. Default. In the event either party discovers a that any representation is untrue in any material respect or any warranty is breached in any material respect, the cost of correcting any problem resulting therefrom or estimate based thereon shall be borne by the party whose representation is untrue or whose warranty is breached.

In the event either party fails to timely perform its obligations hereunder, the other party may initiate action to compel compliance in any court of competent jurisdiction. The costs of such action shall be recoverable from the defaulting party.

ARTICLE VII MISCELLANEOUS

SECTION 7.1. Counterparts. This Agreement may be executed in counterparts, which when assembled shall constitute but one original Agreement.

SECTION 7.2. Severability. The provisions hereof are severable and in the event any one or more of such provisions is void or unenforceable, the remainder of this Agreement shall constitute the agreement among the parties as to the subject matter hereof.

SECTION 7.3. Effect of Dissolution of a Party. In the event either GSWSA or Surfside for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Agreement by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term GSWSA or Surfside, as the case may be, when used in this Agreement shall include such successor or successors.

SECTION 7.4. Legal Holidays. In any case where the date of any action required hereunder shall be on a day on which is a legal holiday in the State of South Carolina, performance shall be deemed timely if made on the next succeeding day which is not such a legal holiday with the same force and effect as if such act were performed on the date otherwise provided for herein.

SECTION 7.5. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by GSWSA or Surfside shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested postage prepaid, addressed as follows:

(a) As to the GSWSA --

Grand Strand Water and Sewer Authority
Post Office Box 1537
1350 Jackson Bluff Road
Conway, SC 29526
Attention: Executive Director

(b) As to the Surfside --

Town of Surfside Beach
115 U.S. Highway 17 North
Surfside Beach, SC 29575-6096
Attention: Mayor

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telegram, telecopy or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be, confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

SECTION 7.6. Parties Alone Have Rights under Agreement. Except as herein otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than GSWSA and Surfside any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein is intended to be and is for the sole and exclusive benefit of the GSWSA and Surfside.

SECTION 7.7. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

SECTION 7.8. Headings. Any heading precoding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

SECTION 7.9. Further Authority. The officers of GSWSA and Surfside, their attorneys, engineers and other agents or employees are hereby authorized to do all acts and things required of them by this Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained herein.

IN WITNESS WHEREOF, Grand Strand Water and Sewer Authority and the Town of Surfside Beach have each executed this Agreement of Consolidation and Transfer by their duly authorized officers as of March 1, 1994.

GRAND STRAND WATER AND SEWER AUTHORITY

BY: *Sitney F. Long*
ITS: Chairman

(SEAL)

ATTEST:

James B. Stewart
As: Secretary

TOWN OF SURFSIDE BEACH

BY: *Dick M. Johnson*
MAYOR

BY: *Archie Benton*
COUNCILMEMBER

BY: *Ray Stroman, Jr.*
COUNCILMEMBER

BY: *Judith L. Lowe*
COUNCILMEMBER

BY: *P. L. Maloy*
COUNCILMEMBER

BY: *Tom Sweet*
COUNCILMEMBER

BY: *Joseph E. Whitmore*
COUNCILMEMBER

(SEAL)

ATTEST:

Glenn S. Priest
TOWN CLERK

List of Exhibits

Exhibit A	Fixed Assets
Exhibit B	Reserved Assets
	B-1 Surfside Drive Well Site
	B-2 Pedestal Tank Site
	B-3 Public Parking and Park-10th Street Tank Site
Exhibit C	Surfside System Employees (include positions and salaries)



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

Resolution #13-131

**To Grant Jurisdiction for the Town of Surfside Beach Parking Function
 to Lanier Parking Solutions and to authorize its Staff
 as Parking Enforcement Officials**

WHEREAS, the Town of Surfside Beach Town Council in chambers duly assembled in a regularly scheduled meeting held on the 26th day of February 2013; and

WHEREAS, Town Council entered into an agreement with Lanier Parking Solutions to manage the town's parking function and is desirous of authorizing Lanier Parking Solutions employees to act as parking enforcement officials for the Town of Surfside Beach; and

WHEREAS, pursuant to the Town Code of Ordinances, Section 9-17(c) that states "Violators shall only be cited by police officers or authorized code enforcement officers;"

NOW, THEREFORE, BE IT RESOLVED that the Town of Surfside Beach Town Council pursuant to said Section 9-17(c) stipulate that employees of Lanier Parking shall be the authorized parking enforcement officials as authorized by the Town Administrator and Chief of Police to carry out enforcement specific to parking within the ~~incorporated limits~~ of the Town. The officials' appointment, salary, wages and other terms and conditions of employment shall be pursuant to the parking enforcement contract entered into between the Town of Surfside Beach and Lanier Parking Solutions. Lanier Parking Solutions is hereby authorized during the term of the said contract to:

1. Issue violations on a uniform ordinance summons consistent with Lanier's practice.
2. Manage collections, appeals, and mediation in place of jury trials for all traffic tickets/tags issued by its properly authorized parking enforcement officials.

BE IT FURTHER RESOLVED that the said parking enforcement officials shall have the authority to issue traffic tags/tickets for parking meter violations and other parking violations. Such tags/tickets shall have the same force and effect as though issued by a duly appointed, qualified and acting police officer.

BE IT FURTHER RESOLVED that the Town's Municipal Court shall have no jurisdiction over parking matters during the contract period with Lanier Parking Solutions, *except for those tickets issued by the TOSB Police Dept.*

BE IS SO RESOLVED, this 26th day of February 2013.

 Douglas F. Samples, Mayor

 Mary M. Mabry, Mayor Pro Tempore

 Ann Dodge, Town Council

 Mark L. Johnson, Town Council

 Elizabeth A. Kohlmann, Town Council

 Roderick E. Smith, Town Council

 Randle M. Stevens, Town Council

Attest:

 Debra E. Herrmann, CMC, Town Clerk

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

*Resolution of the
Planning & Zoning Commission*

Vacancy Declared

WHEREAS, the Planning and Zoning Commission met on February 12, 2013;
and

WHEREAS, the Planning and Zoning Commission determined that
commission member Shane Watson had missed four (4) consecutive meetings of the
commission; and

WHEREAS, the Planning and Zoning Commission after due deliberation
approved by motion a recommendation to the Town Council of the Town of Surfside
Beach, that the seat filled by said Shane Watson be declared vacant and that a
recommendation be made to the Surfside Beach Town Council that the seat be
declared vacant;

NOW, THEREFORE, BE IT RESOLVED, that the Planning and Zoning
Commission of the Town of Surfside Beach in consideration of the stated
considerations, hereby recommends to the Town Council of the Town of Surfside Beach
to declare the seat held by Shane Watson vacant, and that Town Council direct the
town clerk to publish a request volunteers to fill said vacated seat.

BE IT SO RESOLVED.

Signed, sealed and adopted this ____ day of February 2013.

s/

Mickey Pruitt, Chairman

Attest:

s/

Debra E. Herrmann, CMC, Town Clerk



Memorandum

To: Town Council
From: Debra E. Herrmann, CMC, Town Clerk 
Date: February 21, 2013
Re: Committee Volunteers & Appointments

Advertising was published on January 3rd. The 30-day advertising requirement expired on February 6th, the day after the February 5th meeting. The vacancies were published again with a new submission date of February 20th.

Business Committee (2 vacancies)

- Dianne Tinney, WhatWorks, LLC
- Cheryl Lowe, Coastal Carolina University
- ✓-Tim Bradford, JerriBob's Mail Service
- ✓-Kerry Ann Dame, Posh Living
- Carol Roselli, Palm Plaza Shopping Center
- Randy Harrison, RE/MAX Coastal Living

Recreation/Special Events (1 vacancy)

- Cheryl Lowe
- Michael Barnett
- ✓-Erin Adams

Stormwater Committee

- ✓-Tom Meccia

Construction Board of Adjustment & Appeals (3 vacancies)

No Volunteers as of this memo date; however, Town Councilmembers may make nominations, if they so choose. Members of this committee must have experience in the trades, i.e. licensed or retired builders, electricians, plumbers, architects, etc.

Dedicated people providing quality and responsive service to our community.

115 US Highway 17 North, Surfside Beach, SC 29575-6034 ♦ www.surfsidebeach.org
Main 843.913.6111 ♦ Direct 843.913.6333 ♦ Email dherrmann@surfsidebeach.org



Public Notice - VOLUNTEERS SOUGHT

PUBLIC NOTICE – Volunteers Sought

SURFSIDE BEACH BUSINESS COMMITTEE.

Two (2) volunteers are being sought to serve on the Surfside Beach Business Committee. Members of this committee develop strategies and policies to promote a successful business community within the town; make recommendations to town council about applicable ordinances; promote the Family Beach atmosphere for town businesses, and promote improvement and overall appearance of town businesses. Current or former resident business owners and non-resident owners of active businesses located within the town limits are encouraged to volunteer. This committee meets when called, usually on Thursdays at 6:30 p.m.

SURFSIDE BEACH SPECIAL EVENTS/RECREATION COMMITTEE.

One (1) volunteer is being sought to fill a position on the Special Events/Recreation Committee. Members of this committee make recommendations about special events and recreation activities in the Town of Surfside Beach. This committee meets the third (3rd) Thursday monthly, except in December when no meeting is held.

CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS

Three (3) volunteers are being sought. Members on this board hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the International Residential Code (IRC). (IRC R112.1) The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction. (IRC R112.3) **Meeting Schedule:** This board meets when an appeal is to be heard.

STORMWATER COMMITTEE

One (1) volunteer is being sought. Members on this committee work together with staff to develop and make recommendations to manage the town's stormwater system. This committee is required pursuant to the NPDES (National Pollution Discharge Elimination Standards.) **Meeting Schedule:** The committee meets the 3rd Tuesday quarterly, and holds education sessions throughout the year.

Please submit your name on or before February 20th along with any statement of interest and/or experience via email to dherrmann@surfsidebeach.org, by fax 843.238.5432, or US Mail to 115 US Highway 17 North, Surfside Beach, SC 29575. For more information, please contact the town clerk at 843.913.6111.

Debra Herrmann

From: dianetinney@gmail.com on behalf of Diane Tinney [dtinney@whatworksmb.com]
Sent: Tuesday, January 15, 2013 6:30 AM
To: dherrmann@surfsidebeach.org
Subject: Surfside Business Committee

Good morning. I am a resident of Surfside Beach and just saw the notice that you are looking for volunteers to serve on a Business Committee. I am a business coach and strategist and would be interested in volunteering to help our town in this endeavor.

You can read more about my business at <http://www.whatworksmb.com/> and via my weekly Newsletter at <http://whatworksllc.blogspot.com/>.

Let me know if there is an application to fill out or if you need a resume/bio.

Thanks,

~Diane

Diane Tinney, President

WhatWorks, LLC *We help you find what works & keep it working for you!*

Balance. Leverage. Results.

1012 16th Avenue NW, Suite 129
Surfside Beach, SC 29575

[843.839.0588](tel:843.839.0588) | www.WhatWorksMB.com | [Weekly Newsletter](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#)

Though no one can go back and make a brand new start, anyone can start from now and make a brand new ending.
~Anon.

Debra Herrmann

From: Cheryl Lowe [mikeandcheryl@sc.rr.com]
Sent: Monday, February 04, 2013 9:31 AM
To: dherrmann@surfsidebeach.org
Subject: Business Committee

I would be glad to serve as a volunteer on the Business Committee.

Sent from my iPhone

Cheryl Lowe
843.315.9631
310 16th Avenue South
Surfside Beach SC

Debra Herrmann

From: Lisa Bradford [jerribobs@yahoo.com]
Sent: Monday, February 04, 2013 5:56 PM
To: dherrmann@surfsidebeach.org
Subject: Surfside Business Committee

Debra:

My name is Tim Bradford and we own JerriBobs Mail Service. I am very interested in serving on the Surfside Business Committee. I think that I could be a valuable addition to the committee as I have been in the Surfside business community for the last 25 years and care about our community and the businesses within the community. Thanks.

Tim & Lisa Bradford
JerriBob's Mail Service
1413 Hwy 17 South
Surfside Beach SC 29575
843-215-1338

Debra Herrmann

From: Kerry Ann Dame [poshkerryann@gmail.com]
Sent: Thursday, February 07, 2013 9:11 PM
To: dherrmann@surfsidebeach.org
Subject: Town Business Committee

Dear Debra,
I would like to be a member of the Business Committee, if I'm approved.
Thank you,

Kerry Ann Dame
Sent from my iPad

owner Posh Living
770 Hwy 17 South
843-238-0078

Debra Herrmann

From: Carol Roselli [croselli82@gmail.com]
Sent: Friday, February 15, 2013 4:46 PM
To: dherrmann@surfsidebeach.org
Subject: Business Committee

Carol Roselli

I am interested in serving on the Business Committee. I am familiar with most of the other Committee Members. I own Lube Express a quick lube, all auto repair, and towing shop on Glenn's Bay Rd for 14 years and Palm Plaza Shopping Center located at 520 Hwy. 17 So. in Surfside.

I was unaware of the Business Committee until I went to the Town Council Meetings regarding the Design Overlay.

It is an important undertaking to be the voice for all the business owners in Surfside. They do an outstanding job working closely with the business owners, Town Council and all the governmental branches of Surfside.

In the recent past I have served on the Board for Moss Estates, POA.

Thank you for your consideration. It would be a privilege to serve on the Business Committee.

Carol Roselli
843-251-9440
croselli82@gmail.com

Debra Herrmann

From: randy@remaxcoastalliving.com
Sent: Wednesday, February 20, 2013 9:53 AM
To: Herrmann Debra
Subject: Bus. Cmte.

I am interested in serving on the Town Business Committee. I have read the requirements and the article establishing the same and understand.

Thank you.

Randy Harrison, Broker/Owner
RE/MAX Coastal Living
(843) 839-5464 Office
(843) 283-6190 Cell

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www.top5inrealestate.com/media/properties/254/id/14797

Debra Herrmann

From: Debra Herrmann [dherrmann@surfsidebeach.org]
Sent: Monday, February 04, 2013 8:29 AM
To: 'Amelia Toney'
Cc: The Hon. Randle M. Stevens
Subject: RE: Business committee

Amelia, thanks for submitting the names, but the individuals need to send a message to me or call me personally. I explained this to Mr. Stevens last week, and he said he would ask the volunteers to contact me.

Debra

Debra Herrmann, CMC, Town Clerk
dherrmann@surfsidebeach.org - 843.913.6333 Click Here to Subscribe to Public Notices & Agendas Click to LIKE: [Facebook.com/SurfsideBeachTownClerk](https://www.facebook.com/SurfsideBeachTownClerk)

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-----Original Message-----

From: Amelia Toney [<mailto:ameliatoney@me.com>]
Sent: Thursday, January 31, 2013 8:12 PM
To: Debra Herrmann
Subject: Business committee

The members of the business committee would like to submit the following people for consideration as new members to the business committee.

1. Kerry Dame owner of Posh Living
770 hwy 17 south
843-238-0078
2. Tim Bradford owner of JerriBob's
1413 Hwy 17 South
215-1338
3. Carol Roselli owner of several rental offices on
Hwy. 17 South
843-492-0673 office



We would appreciate your help in getting these individuals on the business committee.

Debra Herrmann

From: Cheryl Lowe [mikeandcheryl@sc.rr.com]
Sent: Friday, January 25, 2013 10:37 AM
To: Debra Herrmann
Subject: Re: Board of Zoning Appeals

Thanks for letting me know. I will be glad to serve on the special events/Recreation team. If their are still a position available. Thanks for your help, just trying to do my part.

Sent from my iPhone

On Jan 24, 2013, at 10:09 AM, "Debra Herrmann" <dherrmann@surfsidebeach.org> wrote:

- > Good morning, Cheryl.
- >
- > Thanks for your offer to serve on the board of zoning appeals. The position was filled at the January 8th town council meeting, and I'm sorry to say that I forgot to notify the web master to remove the posting.
- >
- > However, there other committees in need of volunteers. A copy of the details is attached so you may determine whether they would be of interest to you.
- >
- > Debra Herrmann, CMC, Town Clerk
- > dherrmann@surfsidebeach.org - 843.913.6333 Click Here to Subscribe to
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- >
- > -----Original Message-----
- > From: mikeandcheryl@sc.rr.com [<mailto:mikeandcheryl@sc.rr.com>]
- > Sent: Wednesday, January 23, 2013 6:21 PM
- > To: dherrmann@surfsidebeach.org
- > Subject: Board of Zoning Appeals
- >
- > Hello,
- >
- > I see you are still in need of a resident volunteer for the Board of Zoning Appeals.
- > I will be glad to serve. I do work at Coastal Carolina during the day
- > from 7:00 to

> 3:30 but if I could get my training on a Saturday or if I would need to take a leave day
Please let me know....

>

> Thanks

> Cheryl Lowe

> 843-315-9631

> 310 16th Ave S

> Surfside Beach, SC

> <01-24-2013 Ad Bus & Rec Comm and Bldg Board.pdf>

Jun 31, 2013

To Whom It May Concern

I, Michael Barnett, would
like to request permission
to sit on the Spirit Events
Committee.

Michael A Barnett
310 D Lakeside Dr
Jupiter Beach FL
29575
304-610-6683

Michael Barnett

Debra Herrmann

From: Surcees [ilovesurcees@gmail.com]
Sent: Monday, February 04, 2013 1:48 PM
To: Debra Herrmann
Subject: Re: Special Events/Recreation Committee

Hi Debra,
My address is
612B 13th Ave South
Surfside Beach, SC 29575

My store address is
700B Hwy 17 Business South
Surfside Beach SC 29575

My phone number is 843-315-5783
Thank you,
Erin Adams

Sent from my iPhone

On Feb 4, 2013, at 8:25 AM, "Debra Herrmann" <dherrmann@surfsidebeach.org> wrote:

Thanks for your willingness to serve the town. Volunteers will be presented to Town Council at the February 26th meeting.

Would you please provide your street address and your contact telephone number.

Thank you again.

Debra Herrmann

Debra Herrmann, CMC, Town Clerk
dherrmann@surfsidebeach.org - 843.913.6333
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From: Erin Adams [<mailto:ilovesurcees@gmail.com>]
Sent: Friday, February 01, 2013 1:51 PM
To: dherrmann@surfsidebeach.org
Subject: Special Events/Recreation Committee

To Whom it may Concern,

Hello, my name is Erin Adams and I live on 13th Ave South in Surfside Beach and own a business which operates in the Lorraine Plaza in Surfside Beach. I would love the opportunity to serve on the special events/recreation committee. In the past year and half I have put together various events for Lulu's Cafe in Myrtle Beach (my previous employer) which included a paddleboard competition, small festivals and 5 handmade/craft markets with over 30 vendors each. I also volunteer with the Create!Conway events as well as the Equinox Festival. I have lots of experience in management of events and execution and would love the opportunity to be able to assist in things closer to home. I love living and doing business in Surfside and I share it's goodness with whoever I meet.

Thank you,
Erin Adams
ilovesurcees@gmail.com

SURFSIDE BEACH SPECIAL EVENTS/RECREATION COMMITTEE.

One (1) volunteer is being sought to fill a position on the Special Events/Recreation Committee. Members of this committee make recommendations about special events and recreation activities in the Town of Surfside Beach. This committee meets the third (3rd) Thursday monthly, except in December when no meeting is held.



SEASON'S GREETINGS

Debra Herrmann
Town Clerk

Tom Meccia
421 S. Hollywood Dr.
Surfside Beach, S.C.

I would like to submit my name for the position now open on the Stormwater Commission.

My background includes a Bachelor of Electrical Engineering Degree, and I am a professionally licensed Airline Transport Pilot.

Tom Meccia
Thomas J. Meccia
864-216-2148
pronounced Met'-cha

2-22-13 mBH

Surfside officials considering ban on fake pot

BY TOM O'DARE
THE HERALD

It's called synthetic marijuana, fake pot, herbal incense and a variety of other trade names.

In South Carolina, the sale of synthetic marijuana is legal, but a lot of people would like to see that changed, including some members of the Surfside Beach Town Council.

They say the product shouldn't be sold

and they're trying to find a way to stem the sale of the item.

The owner of a store in town who does a steady business with the substance says he abides by all the rules and hopes he and the town can work out some kind of compromise.

Recently, the synthetic drug made local headlines when three Socastee High School students were taken to the hospital after using it at school. School officials have confirmed the students were smok-

ing some form of synthetic pot.

The Surfside Beach Town Council will discuss the situation Tuesday night. Council members said they have been approached by a number of residents about the availability of the product in town.

Surfside Beach police Capt. Aaron Miller said he has been working on a possible ordinance to regulate the sale of

See **FAKE POT**, Page 2A

Where did this stuff come from?

Although fake pot has been consumed worldwide, its origin can be traced to South Carolina — more specifically, to the chemistry labs of Clemson University.

Organic chemistry professor John W. Huffman conducted research on the effects of drugs and brain receptors. His goal

See **ORIGIN**, Page 2A

2-22-13 MBH

FAKE POT

From Page 1A

synthetic marijuana and other similar products.

"It's a complicated situation," Miller said. "The federal government banned some substances, but the companies find ways to get around that."

In 2010, the U.S. Drug Enforcement Agency used its emergency powers to ban five chemicals found in the earlier versions of synthetic marijuana. These were found in products usually sold under the names of K2 and Spice.

Once these products were taken off the market, Miller said companies across the country found other chemicals to use to circumvent the DEA's policy.

Miller said the town may handle the situation the same way many South Carolina communities deal with fireworks.

"It's legal to buy and sell fireworks in South Carolina, but many communities forbid them within their town limits," Miller said. "The town council may want to go that route in forbidding the sale of these products."

In Surfside Beach, most of the council's attention has been focused on a store called Up In Smoke, located on Business 17 inside the town limits.

The small store is dedicated almost entirely to smoking items and paraphernalia such as pipes, bong, hookahs and related accessories such as

ORIGIN

From Page 1A

was to find, among other things, ways to alleviate the effects of such diseases and conditions as multiple sclerosis, AIDS, nausea and glaucoma.

In the 1990s, Huffman and his team of researchers developed formulas that would simulate certain drugs. Among these was a formula called JWH-018 that mimicked the effects of THC — the active ingredient in marijuana.

Once this formula was published in scientific journals, it didn't take long for companies across the globe to come up with ways to market it to anyone wanting the same effects as real marijuana.

Huffman, now retired and living in Sylva, N.C., has said he thinks "it's stupid for anyone to smoke this stuff" because there is no conclusive data on its long-term effects on the human body.

lighters and rolling papers. Many of these pipes and hookahs have price tags upwards of \$200.

Store manager Alex Black said approximately 40 percent of his business, however, comes from the sale of the synthetic marijuana and herbal incense products.

Black added that his customers come from all age groups and backgrounds.

A 20-minute visit to the store bore out that claim. In that short period, a steady flow of customers made their way to the glass-enclosed counter containing the fake pot.

The customers ranged from young men in their early 20s to a middle-aged lady wearing an employee's shirt from a local

grocery store to a gentleman in his 60s.

Black said the fake pot has gotten a lot of attention lately because of news reports that associate its sale with locations such as adult bookstores with alleged sexual activity taking place in the back of the store.

"Everything we do here is perfectly legal and above board," Black said. "Our products are legal and comply with DEA regulations."

When the DEA banned the earlier forms of the product, Black said he voluntarily turned over \$30,000 of forbidden products to the Surfside Beach Police Department to be destroyed.

Capt. Miller could not remember the exact amount, but

he confirmed the store did bring in a large quantity of the products.

As to underage students using the product, Black said his employees are very diligent about only allowing customers 18 or over to purchase the products.

"There are some stores not far from here that I'm told will sell it to anybody that comes in," he said. "We want to be good neighbors in Surfside and do what's right."

He noted that attempts to buy these products occur the same way that underage kids have tried to buy alcohol for generations.

"They'll try to get older friends to buy it for them," he

said. "If we realize that's happening, we refuse to sell it. I've even heard of some parents buying it for their children."

Black said he has friends in New York and New Jersey in retail who say they are not allowed to sale these products.

He said because of the availability in South Carolina and the scarcity in some other parts of the country, his business really picks up during the peak tourist season.

Another product for sale in Black's store and found in many of the beachwear stores along Ocean Boulevard in Myrtle Beach is salvia divinorum. This product has been banned in 23 states but is legal in South Carolina.

Many articles tout salvia as a hallucinogen that produces "trips" more powerful than LSD. Black said he sells some salvia but not on the scale of the fake pot.

"I've heard salvia is pretty powerful and I warn customers to make sure they stay in a room with someone else if they use it," Black said.

Miller confirmed that salvia may be added to the other products that the town council will take a look at.

Black said it would be a hit to his bottom line, but if the products are banned in Surfside Beach he will discontinue their availability.

Tom O'Dare • 488-7261

Designer drugs on Surfside agenda

By AMANDA KELLEY
akelley@thesunnews.com

SURFSIDE BEACH | Just weeks after a concerned mother approached Town Council about the sale of "designer drugs" at a local head shop, work began to draft new legislation that would regulate the sales and the council now is set to begin discussing the proposal.

Kathy LeGette told council about her son who uses the legal, synthetic drugs sold at Up in Smoke in Surfside Beach.

"My 24-year-old son is an addict," she said. "Addicted to the legal poison that is being sold every day of the week at Up in Smoke. My

beautiful son has waited too many mornings in the parking lot of Up in Smoke waiting for his legal dope. Through my eyes, though, I do not see an adult and I do not see a 24-year-old man. I see my beautiful child that was so sick he didn't even know when it was Christmas Day."

Alex Black, manager at Up in Smoke, said if the town does take action to make the substances illegal, the store will comply.

"If what I have on the shelf is illegal, I would never carry it," he said. "If [police] come in and say, 'Listen, this is illegal,' we won't sell it."

Mayor Doug Samples said Capt. Arron Miller was asked to research the issue and help create an ordinance banning the substances.

Miller, with the Surfside Beach police department, said the ordinance is still being drafted and is not sure when it

Want to go?

What | Surfside Beach Town Council meeting
When | 6:30 p.m.
Where | Council Chambers, Town Hall 115 U.S. 17 N

2/26/13

DRUGS

From Page 1C

will be presented to Town Council. The challenge in creating the legislation, he said, is what to make contraband because the substances aren't labeled for human consumption and the chemical makeup is easily altered.

Black said everyone is asked for ID upon walking into the store, with no one under age 18 allowed in. Black said his store has denied service to one woman, legally an adult, whose parents came in asking ownership not to sell products to her.

Black said the Surfside Beach store isn't the only place selling the synthetic drugs and it's frustrating

that Up in Smoke is the only business being talked about.

The products, which Black said are just a small sampling of items sold at the store, are clearly labeled as incense and not for human consumption.

"What people do with it outside the store, I don't know," he said. "You could go to Home Depot, anyone even under 18, buy glue and sniff that and get high."

"What people are doing with it, we don't know and we can't control that."

Synthetic drugs are up for discussion during Tuesday night's council meeting that begins at 6:30 p.m.

➤ Contact **AMANDA KELLEY** at 626-0381, or follow her at [Twitter.com/TSN_akelley](https://twitter.com/TSN_akelley).

NAMSDL



National Alliance for Model State Drug Laws

AN INTRODUCTION TO SYNTHETIC DRUGS

This project was supported by Cooperative Agreement No. 2012-DC-BX-K002 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the office of Juvenile Justice and Delinquency Prevention, the office for Victims of Crime, the Community Capacity Development Office, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

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How Controlled Substances Are Scheduled

In general, there are five schedules of controlled substances (some states have six). Schedule V controlled substances are those drugs that 1) have a low potential for abuse relative to other drugs in Schedule IV, 2) the drug has a currently accepted medical use in treatment in the United States, and 3) abuse of the drug may lead to limited physical or psychological dependence relative to the drugs in Schedule IV.¹

On the opposite end of the spectrum are Schedule I drugs. Schedule I drugs include those substances that 1) have a high potential for abuse, 2) currently have no accepted medical use in the United States, and 3) there is a lack of safety for use of the drug under medical supervision.² Examples of such drugs include heroin, marijuana, and LSD. Most states have included synthetic substances, including synthetic cannabinoids and what are known as cathinone derivatives or bath salts, as Schedule I substances.

History of Synthetic Substances

Synthetic cannabinoids – often referred to as Spice or K2 – were originally created as research chemicals 40 years ago to test their use as pharmaceutical agents, typically for the treatment of pain. The idea was to separate the unwanted psychoactive effects from the treatment aspects of THC (the active ingredient in marijuana), but such a separation proved impossible.³ Many of the currently abused synthetic cannabinoids stem from this and other legitimate research.⁴ For example, JWH-018 and JWH-073 were developed by researchers at Clemson University in the 1990's for use in scientific research while HU-210 was developed in the 1980's at Hebrew University in Israel for experimental purposes.⁵

Synthetic cannabinoids were seen in Europe as early as 2004, although they took some time to gain in popularity.⁶ They have a recent history of illicit use in the United States, being first detected in DEA forensic labs in 2008. Calls to Poison Control centers nationwide have increased dramatically in the past few years with calls related to synthetic cannabinoids increasing from 2,906 in 2010 to 6,959 in 2011 and calls related to cathinone derivatives (bath

¹ 21 USCA § 812

² 21 USCA § 812

³ "Consideration of the major cannabinoid agonists." Nutt, David, FMed Sci. Advisory Council on the Misuse of Drugs. London UK

⁴ Legitimate research is ongoing (the Drug Enforcement Administration [DEA] has approved 41 research registrations for synthetic designer drugs for legitimate, scientific research purposes).

⁵ "An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives." National Alliance for Drug Endangered Children. Webinar. William Benson, Trey King, Dr. Sullivan Smith, and Tennessee Attorney General Robert Cooper, presenters. Dec. 14, 2011.

⁶ Psychonaut Web Mapping Research Group (2009). Spice report. Institute of Psychiatry, King's College London: London UK

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salts) increasing from 304 in 2010 to 6,138 in 2011. There were between 11,000 – 12,000 emergency room admissions related to synthetic drugs in 2011.⁷

Methylone, a cathinone derivative, was created in 1996 and originally patented by Jacob Peyton and Alexander Shulgin as an antidepressant.⁸ It began appearing in the Netherlands in late 2004 under the trade name “Explosion.”⁹ MDPV (3,4-methylenedioxypyrovalerone) was created and patented in 1969 by Boehringer Ingelheim for use in the treatment of chronic fatigue.¹⁰ It didn’t appear as a recreational drug until approximately 2005 in Europe, followed by the United States in 2008.¹¹ The synthesis of mephedrone was first described by Saem de Burnaga Sanchez in 1929; however, it did not start appearing as a recreational drug until the late 2000’s.¹² Other cathinone derivatives and synthetic substances also have their genesis in legitimate research channels.

Where Do Synthetics Come From and How Are They Made?

The chemicals used to create synthetic drugs are typically shipped into the United States from overseas – generally east and south Asian countries – where these chemicals are not regulated. Law enforcement has identified four main countries where synthetic substances are synthesized – China, India, Korea, and Pakistan.¹³ They are easy to obtain via the internet, and are typically shipped directly to the distributor or ordered by distributors or users via the internet.¹⁴

In the case of synthetic cannabinoids, the substance is shipped to the distributor in powder form. It is then mixed with acetone, typically 1 gram of powder to 2 ounces of acetone, which liquefies the powder. The mixture is then placed in a spray bottle and sprayed onto a dried plant material like oregano, parsley or damiana (a small shrub) or poured directly onto the plant material. It is then placed into a glass dish, coated with the mixture, and continuously flipped to recoat the plant material. It is then allowed to dry and is packaged.¹⁵ Distributors will sometimes use horse troughs or cement mixers in which to coat the plant material before packaging.¹⁶

Cathinone derivatives are related to the khat plant and are generally manufactured and imported from Europe and Asia as capsules, powders, or tablets and are typically snorted, injected, or

⁷ “Federal Perspectives on Bath Salts and Other Synthetics.” National Alliance for Drug Endangered Children. Webinar. Benjamin Tucker, Richard Baum, Robert Bell, Deborah Spence, and Dr. Matthew Scheider, presenters. April 25, 2012.

⁸ See, http://worldwide.espacenet.com/publicationDetails/biblio?DB=EPODOC&II=7&ND=3&adjacent=true&locale=en_EP&FT=D&date=19961212&CC=WO&NR=9639133A1&KC=A1

⁹ http://www.erowid.org/chemicals/methylone/methylone_info1.shtml

¹⁰ <http://www.mdap.org/mdpv.html>

¹¹ <http://www.mdap.org/mdpv.html>

¹² “Europol–EMCDDA Joint Report on a new psychoactive substance: 4-methylmethcathinone (mephedrone).” P. 17. European Monitoring Centre for Drugs and Drug Addiction. 27 May 2010.

¹³ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

¹⁴ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

¹⁵ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

¹⁶ “Federal Perspectives on Bath Salts and Other Synthetics.”

swallowed. Cathinone derivatives can also be made in garages, trailers, and other residential areas. For example, to create a batch of mephedrone, one only needs, among other things, hardware store paint solvents, sulfuric drain opener, a car battery charger, lead sheet metal, and a food preservative called sodium metabisulfite.¹⁷ Like with synthetic cannabinoids, cathinone derivatives are shipped to distributors in powder form typically, and the powder is then placed into capsules and packaged for sale.¹⁸

Most retailers sell these products in small doses in foil packets. Synthetic cannabinoids are typically leafy, while cathinone derivatives and other synthetics take many forms – pill, capsule, crystal, powder, tablet, and even liquid.

The Problem of Synthetic Drugs

Synthetic drugs are cheap, easy to make, and return a high profit for manufacturers and distributors. One of the major issues with synthetic drugs is the ease with which they can be purchased. Synthetic cannabinoids, cathinone derivatives, and other synthetic substances are sold in convenience stores, gas stations, “head” shops, discount beer and tobacco shops, and on the internet. Typically, these substances are sold as “herbal incense,” “bath salts,” “plant food,” “jewelry cleaner,” and are labeled “not for human consumption.” COPS – Community Oriented Policing Services – recommends that people with an interest in keeping synthetic substances off the shelves of local stores develop partnerships with key stakeholders who can use leverage against these sellers to keep the products from being sold.¹⁹ Suggested were contacting parents, schools, youth directly, the media, hospitals, and the retailers themselves, to use pressure to keep them from selling these substances and affect their profit-margin to make selling synthetic drugs unprofitable for them.²⁰

These products are targeted at teens and young adults.²¹ Some of the synthetic cannabinoids are packaged under brands like “Scooby Snax” and include a picture of Scooby Doo on the front of the packaging. Others include “Tutti frutti” which includes the same yellow packaging as the bubble gum and “Snoop” which includes a caricature of the rap artist Snoop Dogg on the label. The packages include bright colors to attract children. In the case of liquid cathinones, some of the packages resemble popular energy drink bottles and may be purchased unknowingly by children and adults looking for a legitimate energy boost.²²

Distributors label these substances “not for human consumption” in an attempt to evade prosecution under controlled substance analogue statutes which, in most cases, require that a substance, in order to be considered an analogue of a controlled substance, must be for human

¹⁷ <http://www.vice.com/read/hamilton-s-pharmacopeia-455-v17n6>

¹⁸ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

¹⁹ “Federal Perspectives on Bath Salts and Other Synthetics.”

²⁰ “Federal Perspectives on Bath Salts and Other Synthetics.”

²¹ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

²² “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

consumption.²³ Therefore, the difficulty becomes prosecuting distributors, sellers, vendors, manufacturers, and others for crimes related to synthetic drugs for substances which are not specifically listed in the state or federal controlled substances schedules. Some states have attempted to address this issue by prosecuting distributors and vendors under their state consumer protection statutes for the mislabeling of the products. Some states have called upon their state Department of Agriculture to have the substances removed from the shelves on the basis that the substance is labeled “plant food” but has not been registered with the state Department of Agriculture as a fertilizer as required by law.²⁴ Other states have addressed the issue in legislation, modifying their controlled substance analogue statutes to remove the provision that the substance be intended for human consumption.²⁵

Additionally, the effects of these drugs are wide-ranging and potentially fatal. Emergency room physicians have reported that they have seen patients with heart attacks, kidney failure, extreme aggression, hallucinations, paranoia, delusions, anxiety, high body temperatures (temperatures of 103 or 104 are not uncommon and temperatures of up to 108 have been reported in Europe), extremely high blood pressure and increased heart rate, organ failure, seizures, psychosis, and many other side effects, including death.²⁶ Because of the wide ranging symptoms, treatment of users who present to the emergency room often involves supportive treatment, including intravenous fluids, active cooling of the body, and blood pressure control methods as well as sedation. Dr. Sullivan Smith has said that sedation is the best treatment you can use for someone who is high on a synthetic substance as it will lower the blood pressure, heart rate, and body temperature and help prevent seizures in the patient, though doses of up to double or triple the normal sedation dose are sometimes required.²⁷

One of the greatest concerns is that there is no consistency in purity or potency of the drugs, and variations in the contents of identical retail packages have been found. Additionally, there is no consistency in how the drugs are mixed or in how dosages are applied to the smokeable plant material.²⁸ This can be dangerous as it can lead to “hot spots” with some packages having far more potency than others. A man in South Carolina died of an overdose after smoking a synthetic cannabinoid that it was later discovered actually contained approximately five different synthetic cannabinoid compounds. His body temperature rose dramatically which led to organ failure and, ultimately, his death.²⁹

Further, cathinone derivatives have been found to contain other drugs like Lidocaine, an anesthetic used to numb patients during dental procedures or when getting stitches. Lidocaine is toxic in humans at above 4.5mg per kilogram. A 1g package of cathinone derivatives was found to contain 730mg of Lidocaine in addition to methylone. Lidocaine toxicity can lead to seizures,

²³ See, 21 USCA § 802(32).

²⁴ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

²⁵ See, for example, Tennessee House Bill 3175, signed by the Governor on May 1, 2012, effective May 15, 2012.

²⁶ “Federal Perspectives on Bath Salts and Other Synthetics.” and “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

²⁷ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

²⁸ “Federal Perspectives on Bath Salts and Other Synthetics.”

²⁹ “Federal Perspectives on Bath Salts and Other Synthetics.”

hallucinations, vomiting, paralysis, heart arrhythmia, and death.³⁰ Additionally, some of the synthetic cannabinoids are very similar structurally to known carcinogens.³¹

Another key issue is that of the ever-changing landscape of synthetic drugs. No sooner do legislators nationwide pass legislation banning specific substances than chemists change the chemical composition by one or two molecules creating a new “legal” substance that has the same or similar effect of the now outlawed substance. For example, if you add one oxygen molecule to the molecular structure of MDMA (Ecstasy) it becomes methylone.³² If you add a carbon molecule to methylone, it then becomes butylone.³³ According to Dr. Smith, all of the cathinone derivatives are very similar structurally while the synthetic cannabinoids are very different from one another structurally which makes them more difficult to control.³⁴

When NAMSDL began tracking synthetic drugs in 2011, we were focused on five synthetic cannabinoids (CP 47,497, cannabicyclohexanol, JWH-018, JWH-073, and JWH-200) and six cathinone derivatives (mephedrone, methedrone, 4-fluoromethcathinone, 3-fluoromethcathinone, methylone, and MDPV). Currently, NAMSDL is tracking over 120 synthetic substances and new substances frequently appear which we are not yet tracking. In order to combat the rising tide of synthetics, numerous states have adopted versions of the generic language first proposed by the DEA and the Advisory Council on the Misuse of Drugs (ACMD), a panel of experts tasked with advising the British government on the regulation and control of substances. This language will be discussed in more detail below.

Categories of Synthetic Substances

According to the DEA, there are seven distinct classes of synthetic substances: cannabinoids, phenethylamines, phencyclidines, tryptamines, piperazines, N-ring systems, and ecgonine derivatives.³⁵

Cannabinoids are synthetic versions of marijuana. They are classified as depressants/hallucinogens and are further broken down into various categories which will be discussed below. Phenethylamines are classified as either stimulants, hallucinogens, or both, and include the cathinone derivatives as well as amphetamines, methamphetamine, mescaline, and MDMA (Ecstasy). Phencyclidines are stimulants/hallucinogens and are derivatives of PCP. Tryptamines include psychedelic substances such as 5-MeO-DALT, 4-HO-DIPT, and 5-MeO-DIPT and are classified as hallucinogens primarily. Piperazines include BZP (1-benzylpiperazine) and TFMPP and are also classified as stimulants/hallucinogens while N-ring system drugs are primarily stimulants. Finally, ecgonine derivatives include cocaine and cocaine-like drugs and are primarily stimulants.

³⁰ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

³¹ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

³² “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

³³ “Federal Perspectives on Bath Salts and Other Synthetics.”

³⁴ “An Overview of Bath Salts and Other Synthetic Drugs from Law Enforcement and Medical Perspectives.”

³⁵ “Federal Perspectives on Bath Salts and Other Synthetics.”

As mentioned above, cannabinoids are broken down into several other categories of substances. At this time, we are aware of nine distinct categories of cannabinoids. They are: naphthoylindoles, naphthylmethylindoles, naphthoylpyrroles, naphthylmethylindenes, phenylacetylindoles, cyclohexyphenols, benzoylindoles, adamantoylindoles, and cyclopropanols.

The naphthoylindole group includes, but is not limited to, the following compounds: JWH-015, JWH-018, JWH-019, JWH-073, JWH-081, JWH-122, JWH-200, JWH-210, JWH-398, AM-2201, WIN 55-212, AM-2201 (C1 analog), AM-1220.

The naphthylmethylindole group includes (but is not limited to) JWH-175, JWH-184, JWH-185, JWH-192, JWH-194, JWH-195, JWH-196, JWH-197, and JWH-199.

The naphthoylpyrrole group includes, among others, JWH-307, JWH-370, and JWH-176.

The naphthylmethylindenes include, but are not limited to, JWH-171, JWH-172, JWH-173, and JWH-176.

Phenylacetylindoles include SR-18, RCS-8, JWH-203, JWH-250, and JWH-251 among others.

Cyclohexyphenols include, but are not limited to, CP 47,497 and its homologues (including cannabicyclohexanol) and CP 55,940.

The benzoylindoles include, but are not limited to, AM-694, Pravadoline (WIN 48,098), RCS-4, AM-630, AM-1241, AM-2233, and the adamantoylindole group includes AM-1248 among others.

Not much is known at this time about the cyclopropanols; however, previously unknown substances fitting into that class have been found in South Carolina and include UR-144.

The lists of substances above are not intended to be comprehensive, but only indicative of the types of substances that are found in the particular class of cannabinoid.

Generic Language

The DEA and the ACMD have suggested the use of generic language in order to prevent the necessity of having to schedule each synthetic substance specifically. It allows legislators to criminalize specific categories of substances so that if a manufacturer changes the chemical composition of a substance currently scheduled, the resulting substance will still be classified as illegal under the generic language.

The DEA language as it relates to synthetic cannabinoids is as follows:

The term Cannabimimetic Agents means, collectively, the chemicals that meet the criteria of any one or more of paragraphs (a) through (e). Any substance within the structural classes identified below that is a cannabinoid receptor type 1 (CB1 receptor) agonist as demonstrated by binding studies and functional assays:

- (a) 2-(3-hydroxycyclohexyl)phenol with substitution at the 5-position of the phenolic ring by alkyl or alkenyl, whether or not substituted on the cyclohexyl ring to any extent.
- (b) 3-(1-naphthoyl)indole or 3-(1-naphthyl)indole by substitution at the nitrogen atom of the indole ring, whether or not further substituted on the indole ring to any extent, whether or not substituted on the naphthoyl or naphthyl ring to any extent.
- (c) 3-(1-naphthoyl)pyrrole by substitution at the nitrogen atom of the pyrrole ring, whether or not further substituted in the indole ring to any extent, whether or not substituted on the naphthoyl ring to any extent.
- (d) 1-(1-naphthylmethyl)indene by substitution of the 3-position of the indene ring, whether or not further substituted in the indene ring to any extent, whether or not substituted on the naphthyl ring to any extent.
- (e) 3-phenylacetylindole or 3-benzoylindole by substitution at the nitrogen atom of the indole ring, whether or not further substituted in the indole ring to any extent, whether or not substituted on the phenyl ring to any extent.

The ACMD language is similar, but includes the specific category names in the language.

Groups 1 and 2 (Naphthoylindoles and naphthylmethylindoles) (N = 74 and 9 respectively)

“Any compound structurally derived from 3-(1-naphthoyl)indole or 1H-indol-3-yl-(1-naphthyl)methane by substitution at the nitrogen atom of the indole ring by alkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl or 2-(4-morpholinyl)ethyl whether or not further substituted in the indole ring to any extent, whether or not substituted in the naphthyl ring to any extent.”

Group 3 (Naphthoylpyrroles) (N = 32)

“Any compound structurally derived from 3-(1-naphthoyl)pyrrole by substitution at the nitrogen atom of the pyrrole ring by alkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl or 2-(4-morpholinyl)ethyl, whether or not further substituted in the pyrrole ring to any extent, whether or not substituted in the naphthyl ring to any extent..”

Group 4 (Naphthylmethylindenenes) (N = 3)

“Any compound structurally derived from 1-(1-naphthylmethyl)indene by substitution at the 3-position of the indene ring by alkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl or 2-(4-morpholinyl)ethyl whether or not further substituted in the indene ring to any extent, whether or not substituted in the naphthyl ring to any extent.”

Group 5 (Phenylacetylindoles) (N = 28)

“Any compound structurally derived from 3-phenylacetylindole by substitution at the nitrogen atom of the indole ring with alkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl or 2-(4-morpholinyl)ethyl, whether or not further substituted in the indole ring to any extent, whether or not substituted in the phenyl ring to any extent.”

Group 6 (Cyclohexylphenols) (N = 16)

“Any compound structurally derived from 2-(3-hydroxycyclohexyl)phenol by substitution at the 5-position of the phenolic ring by alkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl or 2-(4-morpholinyl)ethyl, whether or not substituted in the cyclohexyl ring to any extent .”

Since this language was introduced, other categories of synthetic cannabinoids have appeared; namely adamantoylindoles, benzoylindoles, and cyclopropanols. Adamantoylindoles and benzoylindoles have been included in the generic language passed by several states while, as mentioned above, cyclopropanols are so new that, at this time, no state has included that language.

Since 2011, states have adapted the generic language to suit their needs. In many cases, states have included examples of the types of substances included in each category in the language of the legislation or regulation. For example, Minnesota passed legislation on April 27, 2012 (effective August 1, 2012) which included the following language:

(3) synthetic cannabinoids, including the following substances:

(i) Naphthoylindoles, which are any compounds containing a 3-(1-naphthoyl)indole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group, whether or not further substituted in the indole ring to any extent and whether or not substituted in the naphthyl ring to any extent. Examples of naphthoylindoles include, but are not limited to:

- (A) 1-Pentyl-3-(1-naphthoyl)indole (JWH-018 and AM-678);
- (B) 1-Butyl-3-(1-naphthoyl)indole (JWH-073);
- (C) 1-Pentyl-3-(4-methoxy-1-naphthoyl)indole (JWH-081);
- (D) 1-[2-(4-morpholinyl)ethyl]-3-(1-naphthoyl)indole (JWH-200);
- (E) 1-Propyl-2-methyl-3-(1-naphthoyl)indole (JWH-015);
- (F) 1-Hexyl-3-(1-naphthoyl)indole (JWH-019);
- (G) 1-Pentyl-3-(4-methyl-1-naphthoyl)indole (JWH-122);
- (H) 1-Pentyl-3-(4-ethyl-1-naphthoyl)indole (JWH-210);
- (I) 1-Pentyl-3-(4-chloro-1-naphthoyl)indole (JWH-398);
- (J) 1-(5-fluoropentyl)-3-(1-naphthoyl)indole (AM-2201).

(ii) Naphthylmethylindoles, which are any compounds containing a 1H-indol-3-yl-(1-naphthyl)methane structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group, whether or not further substituted in

the indole ring to any extent and whether or not substituted in the naphthyl ring to any extent. Examples of naphthylmethyloindoles include, but are not limited to:

- (A) 1-Pentyl-1H-indol-3-yl-(1-naphthyl)methane (JWH-175);
- (B) 1-Pentyl-1H-indol-3-yl-(4-methyl-1-naphthyl)methan (JWH-184).

(iii) Naphthoylpyrroles, which are any compounds containing a 3-(1-naphthoyl)pyrrole structure with substitution at the nitrogen atom of the pyrrole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the pyrrole ring to any extent, whether or not substituted in the naphthyl ring to any extent. Examples of naphthoylpyrroles include, but are not limited to, (5-(2-fluorophenyl)-1-pentylpyrrol-3-yl)-naphthalen-1-ylmethanone (JWH-307).

(iv) Naphthylmethyloindenes, which are any compounds containing a naphthylideneindene structure with substitution at the 3-position of the indene ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indene ring to any extent, whether or not substituted in the naphthyl ring to any extent. Examples of naphthylmethyloindenes include, but are not limited to, E-1-[1-(1-naphthalenylmethylene)-1H-inden-3-yl]pentane (JWH-176).

(v) Phenylacetylindoles, which are any compounds containing a 3-phenylacetylindole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent, whether or not substituted in the phenyl ring to any extent. Examples of phenylacetylindoles include, but are not limited to:

- (A) 1-(2-cyclohexylethyl)-3-(2-methoxyphenylacetyl)indole (RCS-8);
- (B) 1-pentyl-3-(2-methoxyphenylacetyl)indole (JWH-250);
- (C) 1-pentyl-3-(2-methylphenylacetyl)indole (JWH-251);
- (D) 1-pentyl-3-(2-chlorophenylacetyl)indole (JWH-203).

(vi) Cyclohexylphenols, which are compounds containing a 2-(3-hydroxycyclohexyl)phenol structure with substitution at the 5-position of the phenolic ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not substituted in the cyclohexyl ring to any extent. Examples of cyclohexylphenols include, but are not limited to:

- (A) 5-(1,1-dimethylheptyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (CP 47,497);
- (B) 5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (Cannabicyclohexanol or CP 47,497 C8 homologue);
- (C) 5-(1,1-dimethylheptyl)-2-[(1R,2R)-5-hydroxy-2-(3-hydroxypropyl)cyclohexyl]-phenol (CP 55,940).

(vii) Benzoylindoles, which are any compounds containing a 3-(benzoyl)indole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent and whether or not substituted in the phenyl ring to any extent. Examples of benzoylindoles include, but are not limited to:

- (A) 1-Pentyl-3-(4-methoxybenzoyl)indole (RCS-4);
- (B) 1-(5-fluoropentyl)-3-(2-iodobenzoyl)indole (AM-694);
- (C) (4-methoxyphenyl-[2-methyl-1-(2-(4-morpholinyl)ethyl)indol-3-yl]methanone (WIN 48,098 or Pravadoline).

However, by contrast, Georgia merely listed the categories of synthetic cannabinoids without the accompanying chemical composition language or examples of substances.

The ACMD also suggested generic language for use with cathinone derivatives. Unlike the synthetic cannabinoid generic language, the language for cathinone derivatives has remained relatively consistent, as follows:

Any compound (not being bupropion ...) structurally derived from 2-amino-1-phenyl-1-propanone by modification in any of the following ways, that is to say,

- (i) by substitution in the phenyl ring to any extent with alkyl, alkoxy, alkylendioxy, haloalkyl or halide substituents, whether or not further substituted in the phenyl ring by one or more other univalent substituents;
- (ii) by substitution at the 3-position with an alkyl substituent;
- (iii) by substitution at the nitrogen atom with alkyl or dialkyl groups, or by inclusion of the nitrogen atom in a cyclic structure.

At this time, there is no equivalent language for the other categories of synthetic substances.

What Has Been Scheduled Where and Pending Legislation

At this time, forty-six (46) states and the federal government have scheduled one or more synthetic cannabinoids by statute or regulation and twenty-nine (29) states have some form of the generic language. Of the four states that have not scheduled one or more of the synthetic cannabinoids, Louisiana and Nebraska include the generic language. The only two states that have not yet scheduled any of the synthetic cannabinoids or the generic language are Maryland and Rhode Island. Maryland had four bills pending this legislative session, but was unable to get legislation passed before the session adjourned. There is still a regulation pending in Maryland that would schedule certain cannabinoids. The District of Columbia also has legislation pending. Rhode Island, however, does not have anything pending at this time.

Of those states that have scheduled synthetic cannabinoids or the generic language, thirty-six (36) plus the federal government have classified them as Schedule I substances. Alaska schedules them as Schedule IIIA substances, while Arkansas and North Carolina have included

them in Schedule VI. Maine has added them to their Schedule Z, which is the equivalent of a Schedule IV or V drug in other states. New York banned the sale or distribution of certain synthetic cannabinoids by emergency rule, but has not yet scheduled them. New York currently has ten bills pending before its legislature to schedule one or more of the substances. California, Tennessee, Utah, and Virginia have separate statutes and penalty provisions for synthetic cannabinoids, so those substances aren't included in their scheduled controlled substances statutes. Finally, Colorado simply includes a definition for "synthetic cannabinoids" in its controlled substances act.

Forty-nine states (49) and the federal government have scheduled one or more of the cathinone derivatives, while twenty (20) states have some form of the generic language. The sole state that has not scheduled or otherwise provided for cathinone derivatives is Rhode Island. Rhode Island and the District of Columbia have bills pending this legislative session.

The majority of states (forty) have scheduled cathinone derivatives as Schedule I substances. Alaska added them to their Schedule IIA substances, and Arizona added them to Schedule IV. California and Tennessee have separate statutes and penalty provisions as with the synthetic cannabinoids. New York also banned the sale or distribution of certain cathinone derivatives, but they have also not been scheduled as controlled substances. Colorado and Maine include cathinone derivatives among their definitions in their respective controlled substances acts, but have not specifically added them to their schedules of controlled substances. Utah also has a separate statute addressing cathinone derivatives with the exception of BZP which it has included in Schedule I.

Finally, thirty-nine (39) states have scheduled one or more "other" synthetics, those drugs that do not fall into the category of cannabinoid or cathinone derivative. Of the states that do not currently schedule the other synthetics, only West Virginia had legislation pending that would have scheduled one or more of those substances. However, the legislative session adjourned before it was passed. The District of Columbia and Congress both have bills pending.

The overwhelming majority of states that have scheduled other synthetics have included them in Schedule I. Colorado included 5-MeO-DiPT in Schedule I, but only included MPHP in its controlled substances act definitions. Maine included its other synthetics in Schedule X, the equivalent of Schedule II drugs. Arizona includes other synthetics in its definitions of "dangerous drugs" but they are not otherwise scheduled.

For a more comprehensive look at what has been scheduled where and which states have legislation pending, please see the attached documents.

Debra Herrmann

From: Randle M Stevens [randlemstevenssbtc@gmail.com]
Sent: Wednesday, February 20, 2013 7:07 AM
To: debra herrmann
Cc: rod smith
Subject: Any form of Electronic Transmissions by cell phones, Ipods, tablets etc, etc to or from any Council Members during Town Council Meetings or any Committee Meeting.

Debra, During the recent Municiple Association of Southn Carolina meeting in Columbia Feb 11th to Feb 14th in Session A, "Conducting Effective Meetings" which was hosted by Mayor Terrance Roberts, City of Anderson and Bill Taylor, Field Services Manager, MASC. They discussed the methods and rules to "Conduct Effective Meetings" . Both Rod Smith and I would like to put on the Agenda for the Next Meeting up for Discussion, the Subject as Follows; Meeting Policies: All Means of Electronic Transmission by Cell Phones , Ipod's , Tablets, etc, etc to or from Any Council Member during Town Council Meetings and or any committee member during Committee Meetings. Sincerely Randle Stevens

Debra Herrmann

From: Bill Taylor [btaylor@masc.sc]
nt: Monday, July 09, 2012 6:06 PM
Subject: 'Debra Herrmann'
RE: Supreme Court Ruling re Agenda Amendment & Discussion Items



Debra,

Here's the link to the Lambries vs. Saluda County decision by the SC Court of Appeals:

<http://www.judicial.state.sc.us/opinions/HTMLFiles/COA/4989.pdf>

We have been advising councils not to make any amendments to their agendas at the council meetings or at any time less than 24 hours in advance of the meeting. It has also been interpreted to also mean, as you pointed out, that any "open discussion of any other or new business" should be avoided, as well, as that could include items not specifically outlined on the current agenda. Some other attorneys have also argued that this would also probably disallow open citizen comments since the content of those comments would not necessarily be restricted to topics on the agenda. We have some issues with this "opinion" as most councils will simply allow citizens to make comments without any action of council. There are some further appeals in the works for clarification, and we'll keep you aware of any updates.

Bill

From: Debra Herrmann [<mailto:dherrmann@surfsidebeach.org>]
Sent: Monday, July 09, 2012 2:26 PM
To: Bill Taylor
Subject: Supreme Court Ruling re Agenda Amendment & Discussion Items

Hi, Bill.

Is there a chance you can get a copy of the ruling about amendments to the agenda and council holding unadvertised discussion during a meeting?

We have a standard item under discussion "Any matters of concern or information to be discussed by Town Council" on every agenda, and now I'm being told that is illegal...

HELP! ☺

By the way, Mayor Samples prefers to wait for a training session. He wants to allow time for the members to acclimate.

Debra

Debra Herrmann, CMC, Town Clerk
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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Dennis N. Lambries, Appellant,

v.

Saluda County Council; T.
Hardee Horne, Chairman;
William "Billie" Pugh,
Councilman; Steve Teer,
Councilman; Jacob Schumpert,
Councilman; and James Frank
Daniel, Sr., Councilman, Respondents.

Appeal From Saluda County
William P. Keesley, Circuit Court Judge

Opinion No. 4989
Heard March 15, 2012 – Filed June 13, 2012

REVERSED

Richard R. Gleissner, of Columbia, for Appellant.

Christian Giresi Spradley, of Saluda, for
Respondents.

KONDUROS, J.: Dennis Lambries appeals the circuit court's ruling that the amendment of the agenda by the Saluda County Council (the Council) during its meetings does not violate the Freedom of Information Act (FOIA). We reverse.

FACTS

Lambries filed suit against the Council contending its practice of amending its agenda during regularly scheduled meetings violated FOIA. The circuit court concluded specific language in section 30-4-80 of the South Carolina Code (2007) indicated no agenda was required for regularly scheduled meetings and the amendments to the agenda were made in open public sessions in accordance with the Council's procedures so the action did not violate FOIA.¹ This appeal followed.

STANDARD OF REVIEW

"Statutory interpretation is a question of law." Hopper v. Terry Hunt Constr., 373 S.C. 475, 479, 646 S.E.2d 162, 165 (Ct. App. 2007). This court may decide matters of law with no particular deference to the circuit court. Pressley v. REA Constr. Co., 374 S.C. 283, 287-88, 648 S.E.2d 301, 303 (Ct. App. 2007).

LAW/ANALYSIS

Lambries argues the circuit court's interpretation of section 30-4-80 of the South Carolina Code (2007) was erroneous because it undercuts the purpose of FOIA to inform the public about business to be addressed at meetings of public bodies. We agree.

¹ Lambries initially requested that certain acts of the Council be declared null and void, but he abandoned those claims and seeks only an interpretation of FOIA that will prevent the Council from amending its agenda during meetings in the future.

Section 30-4-80 provides:

(a) All public bodies, except as provided in subsections (b) and (c) of this section, must give written public notice of their regular meetings at the beginning of each calendar year. The notice must include the dates, times, and places of such meetings. Agenda, if any, for regularly scheduled meetings must be posted on a bulletin board at the office or meeting place of the public body at least twenty-four hours prior to such meetings. All public bodies must post on such bulletin board public notice for any called, special, or rescheduled meetings. Such notice must be posted as early as is practicable but not later than twenty-four hours before the meeting. The notice must include the agenda, date, time, and place of the meeting. This requirement does not apply to emergency meetings of public bodies.

....

(d) Written public notice must include but need not be limited to posting a copy of the notice at the principal office of the public body holding the meeting or, if no such office exists, at the building in which the meeting is to be held.

(e) All public bodies shall notify persons or organizations, local news media, or such other news media as may request notification of the times, dates, places, and agenda of all public meetings, whether scheduled, rescheduled, or called, and the efforts made to comply with this requirement must be noted in the minutes of the meetings.

Section 30-4-15 of the South Carolina Code (2007) discusses the purpose of FOIA.

The General Assembly finds that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy. Toward this end, provisions of this chapter must be construed so as to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay to the persons seeking access to public documents or meetings.

Id. (emphasis added).

The circuit court determined the "if any" language in section 30-40-80(a) means that nothing requires Council to have an agenda for a regularly scheduled meeting. However, this interpretation is inconsistent with the requirement that agendas be posted twenty-four hours prior to a meeting. Applying such a construction, Council could circumvent the notice requirement by simply not preparing a formal agenda and then discussing matters on an ad hoc basis at the meeting. Such conduct would not be in keeping with the purpose of FOIA, and we will not construe a statute in a way that defeats the legislative intent. See Sloan v. S.C. Bd. of Physical Therapy Exam'rs, 370 S.C. 452, 468, 636 S.E.2d 598, 606 (2006) ("A statute as a whole must receive [a] practical, reasonable, and fair interpretation consonant with the purpose, design, and policy of lawmakers."); Kiriakides v. United Artists Commc'ns, Inc., 312 S.C. 271, 275, 440 S.E.2d 364, 366 (1994) (stating courts will reject the ordinary meaning of words if accepting such an interpretation of a statute leads to an absurd result that would defeat the plain legislative intention.); id. ("If possible, the court will construe the statute so as to escape the absurdity and carry the intention into effect."). Additionally, if as Council argues no agenda is required because regularly scheduled meetings are open to the public, then the publication requirement when there is an agenda is superfluous. Meetings with or without an agenda are equally open to the public.

However, if "agenda"² is not viewed narrowly as only a formally prepared piece of paper but instead represents the impactful actions and business the paper memorializes, the statute can be read harmoniously. Then, the "if any" language simply recognizes that regularly scheduled meetings of public bodies may occur during which no formal action or discussion is to take place. If so, there is no agenda and no requirement for publication of a blank piece of paper.

The remainder of subsection (a) requires publication of the agenda for any called or special meeting. By implication, a called or special meeting would only occur if an item required formal discussion or action. This interpretation of the statute gives logical effect and meaning to each part of the statute and is in accord with the purpose of FOIA to notify the public of the activities of public bodies.

The remaining question is whether a published agenda for a regularly scheduled meeting can be amended during the meeting without violating FOIA. This is a close question, because no provision appears to prohibit such action. However, to allow an amendment of the agenda regarding substantive public matters undercuts the purpose of the notice requirement in section 30-4-80. A narrow construction of FOIA may support the position that so long as regularly scheduled meetings are open to the public, they are conducted in compliance with FOIA. However, such a construction would be inconsonant with the agenda notice requirement for regularly scheduled meetings and would go against the instruction that FOIA is to be liberally construed. See N.Y. Times Co. v. Spartanburg Cnty. Sch. Dist. No. 7, 374 S.C. 307, 311, 649 S.E.2d 28, 30 (2007) (stating FOIA is a statute remedial in nature and must be liberally construed to carry out the purpose mandated by the legislature); Evening Post Publ'g Co. v. City of N. Charleston, 363 S.C. 452, 457, 611 S.E.2d 496, 499 (2005) (holding FOIA exemptions are to be narrowly construed to fulfill the purpose of FOIA to guarantee the public reasonable access to certain activities of government).

While Lambries does not argue Council's deeds have been done with ill intent, permitting the amendments to the agenda during a regularly

² Agenda is not defined in FOIA.

scheduled meeting is a practice that could be abused and violates the spirit of FOIA. A South Carolina Attorney General opinion, while not authoritative, eloquently describes the ideal conduct for meeting the obligations set forth under FOIA.

Public bodies are encouraged to take all steps necessary to comply with both the letter and the spirit of the Act, to carry out the express purpose of keeping the public informed about the performance of their public officials and the conduct of public business. If any doubt exists as to action to be taken, the doubt should be resolved in a manner designed to promote openness and greater notice to the public.

1989 S.C. Op. Att'y Gen. 89-111, 1989 WL 406201 (October 11, 1989).

We recognize our decision may be inconvenient in some instances, but the purpose of FOIA is best served by prohibiting public bodies governed by FOIA from amending their agendas during meetings. Therefore, the ruling of the circuit court is

REVERSED.

GEATHERS, J., concurs.

PIEPER, J., dissents in a separate opinion.

PIEPER, J., dissenting:

I respectfully dissent. The majority opinion is well-reasoned and compelling. However, I am reluctant to reverse the denial of temporary injunctive relief by the trial court because the statute is completely silent as to whether a public body can amend an agenda that is not required for a regularly scheduled meeting. "A statute as a whole must receive practical, reasonable, and fair interpretation consonant with the purpose, design, and policy of lawmakers." Sloan v. S.C. Bd. of Physical Therapy Exam'rs, 370 S.C. 452, 468, 636 S.E.2d 598, 606 (2006). "[I]t is vital in a democratic

society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity" S.C. Code Ann. § 30-4-15 (2007). FOIA must be construed to make it possible for citizens to learn and report fully the activities of public officials. Id. Section 30-4-80 of the South Carolina Code provides the following:

- (a) All public bodies, except as provided in subsections (b) and (c) of this section, must give written public notice of their regular meetings at the beginning of each calendar year. The notice must include the dates, times, and places of such meetings. Agenda, if any, for regularly scheduled meetings must be posted on a bulletin board at the office or meeting place of the public body at least twenty-four hours prior to such meetings. All public bodies must post on such bulletin board public notice for any called, special, or rescheduled meetings. Such notice must be posted as early as is practicable but not later than twenty-four hours before the meeting. The notice must include the agenda, date, time, and place of the meeting. This requirement does not apply to emergency meetings of public bodies.

S.C. Code Ann. § 30-4-80 (2007).

Section 30-4-80 is completely silent as to whether an amendment to a published agenda for a regularly scheduled meeting is permitted. What is clear is that an agenda is not required for a regularly scheduled meeting, as indicated by the "if any" language in the statute. See S.C. Code Ann. § 30-4-80 (2007) ("Agenda, if any, for regularly scheduled meetings"). Because an agenda is not required for a regularly scheduled meeting, it is difficult to conclude that the statute's silence clearly demonstrates legislative intent to prohibit a public body from amending a discretionary agenda. Additionally, Council's amendment of the agenda did not violate FOIA's

purpose of providing the public access to a public body's actions behind closed doors. Council's amendment of the agenda did not infringe on Lambries' ability to learn and report fully on the activities of the public officials. While the public was not informed of the amendment to the agenda, the meeting was performed in an open and public manner, and the public was advised of both the meeting and the decisions reached at the meeting.

Moreover, because a FOIA violation can be criminal in nature, the law should be clear as to what is proscribed; otherwise, unintended prosecutions could be threatened. See S.C. Code Ann. § 30-4-110 (2007) ("Any person or group of persons who willfully violates the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than one hundred dollars or imprisoned for not more than thirty days for the first offense"). Until the legislature resolves this issue, I would not judicially impose requirements that would have the effect of creating new and potentially unintended criminal liability. Furthermore, in light of the admitted lack of legislative clarity on this issue, I would alternatively affirm the trial court's denial of Lambries' temporary injunction, as the decision to grant or deny an injunction is within the discretion of the trial court. See Strategic Res. Co. v. BCS Life Ins. Co., 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006) ("An order granting or denying an injunction is reviewed for abuse of discretion."). Based on the foregoing reasons, I would affirm the order of the trial court.

Discussion
Councilmember Stevens

H 3163 - Changes the current Freedom of Information Act law

Tracking Level: **Of Interest**

Status: 2/6/2013 - House - Member(s) request name added as sponsor:
Daning

Sponsor: Bill Taylor

Groups:

01.14.2013
01.28.2013
02.04.2013
FOIA
House Prefiled Bills

Report Date: Wednesday, February 20, 2013 at 8:51 AM

Staff Analysis of the Legislation

02.07.2013 The House Judiciary Special Laws subcommittee gave this bill a favorable report with amendments. The amendments do the following:

- Allow the public body to establish and collect reasonable fees not to exceed the actual cost of the search, retrieval, and redaction of records and the public body must develop a fee schedule to be posted on line
- The fee for the search, retrieval, or redaction of records shall not exceed the prorated hourly salary of the lowest paid employee who performs the request
- The fee schedule must list the salary level of the representative of the public body designated to respond to requests and the hourly rate for the search, retrieval, or redaction of records based on the designated employee's salary level
- The public body has ten days (excepting Saturdays, Sundays, and legal public holidays) to respond to request
- Creates the Office of Freedom of Information Act Review and allows disputes between public body and person making FOIA request to be heard in the Office of Freedom of Information Act Review. This office is under the Administrative Law Court.

→ from MASC "From the Dome to your Home."

01.31.2013 The House Judiciary Special Laws subcommittee carried this bill over until next week.

01.17.2013 The House Judiciary Special Laws subcommittee carried this bill over until next week.

Summary of the bill as introduced: Changes the time period to answer a request, the cost to answer the request, and increases fines for violation.

- Bill Summary from the State -

Mayor
Douglas F. Samples

Administrator
Micki Fellner

Town Clerk
Debra E. Herrmann, CMC



Town of Surfside Beach

Mayor Pro Tem
Mary M. Mabry

Town Council
Ann Dodge
Mark L. Johnson
Elizabeth A. Kohlmann
Roderick E. Smith
Randle M. Stevens

To: Property Owners and Business Owners
From: Douglas F. Samples, Mayor
Date: February 21, 2013
Re: Alteration of Traffic Flow on Seaside Drive from Two-Way to One-Way Traffic

Dear Property Owners and Business Owners:

Pursuant to a recommendation submitted by the Town of Surfside Beach Parking Committee, Town Council has taken action to alter the traffic flow on Seaside Drive from two-way to one-way traffic. Diagram maps are enclosed showing the new one-way traffic flow.

Vehicles needing to enter 1st Avenue South or 3rd Avenue South will do so off of Ocean Boulevard, proceed to Seaside Drive, and exit from 2nd Avenue South.

Vehicles needing to enter 4th Avenue South or 6th Avenue South will do so off of Ocean Boulevard, proceed to Seaside Drive, and exit from 5th Avenue South.

Vehicles needing to enter 2nd Avenue South or 5th Avenue South can do so from 1st or 3rd Avenues South or 4th or 6th Avenues South.

Appropriate signage will be installed to facilitate this change.

This change will help to alleviate congestion and facilitate ingress and egress of large emergency vehicles to Seaside Drive properties. The Town requests your support and patience during this project. Meanwhile, please do not hesitate to contact us with your questions or concerns.

With kindest regards I am,

Sincerely,

TOWN OF SURFSIDE BEACH



Douglas F. Samples, Mayor

FC COPY

Dedicated people providing quality and responsive service to our community.
115 US Highway 17 North, Surfside Beach, SC 29575-6034 ♦ www.surfsidebeach.org
Telephone 843.913.6330 ♦ Cell 843.833.2429 ♦ Email dougsamples@surfsidebeach.org



TOWN OF
SURFSIDE BEACH

YARD OF THE MONTH

**BILL & KATHY GODDARD
320 15TH AVENUE SOUTH**

FEBRUARY 2013

S/
The Hon. Douglas F. Samples, Mayor

Date

S/
Chairman Jim Toney, Keep Surfside Beach Beautiful

Date

 COPY



MAYOR
Doug Samples
TOWN ADMINISTRATOR
Micki Fellner
CLERK
Debra Herrmann



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

TOWN OF SURFSIDE BEACH

February 20, 2013

MEMORANDUM FOR TOWN COMMITTEE CHAIRPERSONS/MEMBERS

Subject: COMMITTEE REPORTS

Town Council members expressed the need to receive a report from each of the committees established during 2012. The request came out of Town Council Workshop February 19, 2013. In order to facilitate Town Council determination as to what action, if any, is required of Town Council these reports are to be written.

The content of the report should summarize the activities of the committee. The report need not be longer than necessary to convey the major accomplishments, if any, of the committee. Works in progress should be described generally with anticipated completion dates or milestones. Negative reports are required if no accomplishment has been attained or work in progress identified. (I also suggest specific unfunded items of which the committee has voted and approved for forwarding to the Town Administrator be included in this report as Town Council will soon begin our FY 2013-14 Budget deliberations. Please be specific.)

Reports should be submitted in duplicate: one to the Administrator and one to the Town Clerk no later than the end of March 2013.

With kindest regards, I am,

Sincerely yours,

Douglas F Samples
Mayor, Town of Surfside Beach

Cc: Town Council



Debra Herrmann

From: Debra Herrmann [dherrmann@surfsidebeach.org]
Sent: Wednesday, February 20, 2013 11:16 AM
To: Al & Terri Lauer; Al Stein; Dennis Todd; J. Adair; J. Strange; Jim Toney; Julie Samples; Lynda Peckham; Mary Ellen Abrams ; Nancy Weber; Peggy Sattelmeyer; Ralph Magliette; Ron Gaskins; Sara Saunders ; Shelby Smith; The Hon. Ann Dodge ; The Hon. Doug Samples; Anita Crone; D. Ellis ; 'Debbie Bone'; Gene Maruca; Glen Curtis; Lynn Parker; Pat Barnett ; The Hon. Beth Kohlmann; Amelia Toney; Bert Krassin; Chance Hall; Donna Nathlar; Joe Cotter; Lee Zulanch; Sammy Truett; The Hon. Randle M. Stevens; Everett Goff; Harry Kohlmann; John Ard; 'Ralph Vint'; 'Steve Shore'; 'Bob Lang'; 'Jeffrey L. Lane'; 'P. L. Mabry'; Randy Harrison (randyharrison@remax.net); C. McLaughlin; 'Cheryl Lowe'; 'Gerald L. Miller'; 'Linda and Jim Roach'
Cc: M. Fellner ; The Hon. Mark Johnson; The Hon. Rod Smith
Subject: Request for Written Report

A letter is attached from Mayor Samples requesting a written report from each committee.



02-20-2013
for Letter reque

Debra Herrmann, CMC, Town Clerk
dherrmann@surfsidebeach.org - 843.913.6333
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Debra Herrmann

From: Debra Herrmann [dherrmann@surfsidebeach.org]
Sent: Wednesday, February 20, 2013 11:20 AM
To: The Hon. Mary Beth Mabry
Subject: FW: Request for Written Report

I don't know why the computer omitted your address from the transmission. Sorry.

Debra

Debra Herrmann, CMC, Town Clerk
dherrmann@surfsidebeach.org - 843.913.6333
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To: Al & Terri Lauer; Al Stein; Dennis Todd; J. Adair; J. Strange; Jim Toney; Julie Samples; Lynda Peckham; Mary Ellen Abrams ; Nancy Weber; Peggy Sattelmeyer; Ralph Magliette; Ron Gaskins; Sara Saunders ; Shelby Smith; The Hon. Ann Dodge ; The Hon. Doug Samples; Anita Crone; D. Ellis ; 'Debbie Bone'; Gene Maruca; Glen Curtis; Lynn Parker; Pat Barnett ; The Hon. Beth Kohlmann; Amelia Toney; Bert Krassin; Chance Hall; Donna Nathlar; Joe Cotter; Lee Zulanch; Sammy Truett; The Hon. Randle M. Stevens; Everett Goff; Harry Kohlmann; John Ard; 'Ralph Vint'; 'Steve Shore'; 'Bob Lang'; 'Jeffrey L. Lane'; 'P. L. Mabry'; Randy Harrison (randyharrison@remax.net); C. McLaughlin; 'Cheryl Lowe'; 'Gerald L. Miller'; 'Linda and Jim Roach'
Cc: M. Fellner ; The Hon. Mark Johnson; The Hon. Rod Smith
Subject: Request for Written Report

A letter is attached from Mayor Samples requesting a written report from each committee.



02-20-2013
for Letter reque

Debra Herrmann, CMC, Town Clerk
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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 26, 2013 ♦ 6:30 P.M.**

A G E N D A

1. **CALL TO ORDER** – Mayor Douglas F. Samples
2. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Pastor Tony Bratcher, Journey Church
3. **AGENDA APPROVAL**
4. **MINUTES APPROVAL** –
 - i. ✓ Special Meeting January 22, 2013
 - ii. ✓ Special Meeting January 29, 2013
 - iii. ✓ Regular Meeting February 5, 2013
5. **PUBLIC COMMENTS** – 3-minutes per speaker
6. **COMMUNICATIONS**
 - A. Proclamations
 - i. ✓ #13-80 American Red Cross Month – March 2013
 - ii. ✓ #13-81 Fire Lieutenant Tom Richards Retirement
 - iii. ✓ #13-82 Rotary Roundup Weekend
 - B. Department Reports
 - i. Finance
 - ii. Recreation
 - iii. Public Works – *John said will be ready this pm 2/20/12*
 - C. Administrator's Report
 - i. Update on Current Events
 - ii. Consensus Items
 - a. *see macki's agenda*
 - b. *email missy dk*
7. **BUSINESS**
 - A. ✓ Second Reading Ord. No. 12-0736 to amend §11-5(a) Nepotism and Favoritism Policy, Paragraph (a)
 - B. ✓ Second 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
 - C. ✓ First Reading Ordinance #13-0738, to codify Franchise Agreement between Grand Strand Water & Sewer Authority, dated March 1, 1994
 - D. ✓ First Reading Ordinance #13-0739, to repeal GTE Franchise, expired 10/2007

Debra Herrmann

From: Micki Fellner [mfellner@surfsidebeach.org]
Sent: Thursday, February 21, 2013 2:56 PM
To: Debra Herrmann
Subject: Consensus Items

- Place parking signs on Highway 17 at 16th North, 5th North, Surfside Drive, 3rd South, 10th South and Melody Lane
- Free parking for trailers during biker weeks (May 10 - 19, May 24 - 27, and October 2 - 6) at 16th Avenue North and 13th South
- RFQ for Town Magazine
- Establish a focus group to work on projects, signs, merchandise, events, etc., specific to town's 50th anniversary

MICKI FELLNER

Town Administrator

mfellner@surfsidebeach.org

843.913.6111

<http://www.surfsidebeach.org>

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English

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id	104
subject	PUBLIC NOTICE - Town Council Meeting 02/26/2013 @ 6:30 pm
from field	Surfside Beach Info mailinglist@surfsidebeach.org
to field	
reply to	
message	<p>The February 26, 2013 Town Council meeting agenda and supporting documents are attached. The documents 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 meeting begins at 6:30 p.m. 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>
textmessage	
footer	-- If you do not want to receive any more newsletters, click "UNSUBSCRIBE" [UNSUBSCRIBE] To update your preferences or to unsubscribe, please click "PREFERENCES" [PREFERENCES] To forward a message to someone, please click "FORWARD" [FORWARD]
entered	2013-02-22 10:34:10
modified	2013-02-22 12:18:45
embargo	2013-02-22 10:34:00
repearinterval	0
repeatuntil	2013-02-22 10:34:10
status	sent
userselection	
sent	2013-02-22 12:18:45
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sendformat	HTML

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messages

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template	0
processed	566
as text	525
as html	41
as pdf	0
as text and pdf	0
viewed	0
bounce count	0
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RSS template	
owner	3
Attachments for this message	
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Mime Type:	application/pdf
Description:	
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Debra Herrmann

From: Surfside Beach Info [mailinglist@surfsidebeach.org]
Sent: Friday, February 22, 2013 12:08 PM
To: dherrmann@surfsidebeach.org
Subject: PUBLIC NOTICE - Town Council Meeting 02/26/2013 @ 6:30 pm
Attachments: 02262013_tc_agenda.pdf; 02262013_tc_agenda_4i_01222013_special_minutes_draft.pdf; 02262013_tc_agenda_4ii_01292013_special_minutes_draft.pdf; 02262013_tc_agenda_4iii_02052013_reg_minutes_draft.pdf; 02262013_tc_agenda_6ai_proc_13_80_american_red_cross.pdf; 02262013_tc_agenda_6aii_proc_13_81_richards_retirement.pdf; 02262013_tc_agenda_6aiii_proc_13_82_rotary_roundup.pdf; 02262013_tc_agenda_6bii_recreation.pdf; 02262013_tc_agenda_6biii_public_works.pdf; 02262013_tc_agenda_7a_ord_12_0736_nepotism.pdf; 02262013_tc_agenda_7b_ord_13_0737_beach_service.pdf; 02262013_tc_agenda_7c_ord_13_0738_codify_gswsa_franchise.pdf; 02262013_tc_agenda_7d_ord_13_0739_repeal_gte_franchise.pdf; 02262013_tc_agenda_7e_res_13_131_lanier_parking_enforcement.pdf; 02262013_tc_agenda_7f_comm_volunteers.pdf; 02262013_tc_agenda_7fi_p_and_z_vacancy_declared.pdf; 02262013_tc_agenda_8a_synthetic_drugs.pdf; 02262013_tc_agenda_8b_disc_meeting_policies.pdf; 02262013_tc_agenda_8c_disc_foia_laws.pdf

The February 26, 2013 Town Council meeting agenda and supporting documents are attached. The documents 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.

The meeting begins at 6:30 p.m. 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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