

SURFSIDE BEACH TOWN COUNCIL REGULAR MEETING

Civic Center, 89 Pine Drive, Surfside Beach, SC 29575

www.surfsidebeach.org - ? (843) 913-6111 ? (843) 238-5432

TOWN COUNCIL MEETING AGENDA

Wednesday, June 29, 2022, ? 6:30 PM.

Please join the meeting from your computer, tablet, or smartphone.

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You can also dial in using your phone.

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Access Code: 303-687-805

1. Agenda

Documents:

[8-10-2021-AGENDA-FINAL-2.PDF](#)

2. Meeting Materials

Documents:

[7-27-2021-MINUTES-FINAL-8-10.PDF](#)

[21-0395-HOLES-ON-THE-BEACH-ORDINANCE-FINAL.PDF](#)

[21-0937-FLOOD-PREVENTION.PDF](#)

[CHANGE-ORDER-8-7.PDF](#)

[CHAPTER-9-W--ORDINANCE.PDF](#)

[KENNY-2-8-10-2021.PDF](#)

This agenda is published pursuant to the Freedom of Information Act Section 30-4-80(A) and (E).

The public is invited to attend all meetings and events.



**SURFSIDE BEACH TOWN COUNCIL REGULAR MEETING Civic Center, 115 US Highway
17 North, Surfside Beach, SC 29575 www.surfsidebeach.org - ☎ (843) 913-6111
📞 (843) 238-5432**

TOWN COUNCIL MEETING AGENDA TUESDAY, August 10, 2021, • 6:30 pm.

Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/895369565>

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Access Code: 895-369-565

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE**
 - a. Invocation: Jeff Wood, Oasis of Hope Church.
 - b. Pledge of Allegiance: Mayor Hellyer
- 3. PUBLIC HEARING - None**
- 4. MOTIONS RELATING TO AGENDA**
- 5. MINUTES APPROVAL July 27, 2021, Regular Meeting**
- 6. PUBLIC COMMENTS – Agenda Items Only (5 minutes per speaker)**
- 7. COMMUNICATIONS**
- 8. BUSINESS**
 - a. **FIRST READING ORDINANCE 21-0936- CHAPTER 9 – Chief Hofmann**
 - b. **SECOND READING ORDINANCE 21-0935 – HOLES ON THE BEACH – Chief Hofmann**
 - c. **FIRST READING ORDINANCE 21-0937 – ADOPTION OF FLOOD DAMAGE PREVENTION. – Mitch Combs**
 - d. **DECISION PAPER – PROPOSED CONTRACTUAL AGREEMENT WITH AXON ENTERPRISE, INC. – Chief Hofmann**
 - e. **MOTION FOR 1.85 MILLION DOLLAR CAP FOR NEW BUILDING. – Mr. Shanahan**
 - f. **BUILDING INSPECTOR POSITION – Mr. Shanahan**
 - g. **PIER CHANGE ORDER – Mr. Shanahan**
- 9. PUBLIC COMMENTS – Town Services or Business Conducted (5 minutes per speaker)**
- 10. TOWN COUNCIL DISCUSSION AND/OR COMMENTS**
- 11. EXECUTIVE SESSION** pursuant to the Freedom of information Act §30-4-70(a)(1), Discussion of employment, appointment, compensation, promotion, discipline, or release of an employee. Information Act §30-4-70(a)(2), Discussion of negotiations incident to proposed contractual arrangements.

This agenda is published pursuant to the Freedom of Information Act Section 30-4-80(A) and (E). The public is invited to attend all meetings and events.

12. Council may take action related to matters discussed in Executive Session

13. ADJOURNMENT

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Town Council Meeting Minutes Tuesday, July 27, 2021

1. **CALL TO ORDER** Mayor Hellyer called the meeting to order at 6:30 pm. Mayor Hellyer, Mayor Pro Tempore Scoles, Councilmembers Drake, Holder, Keating, and Pellegrino were in attendance. Others present, Town Administrator Shanahan, Town Attorney Crosby, and Town Clerk Sheri Medina. Absent was Councilmember Dietrich.
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - a. **Invocation:** Tom Cox of Surfside Christian Church performed the invocation
 - b. **Pledge of Allegiance:** Mayor Hellyer led in the Pledge of Allegiance.
2. **PUBLIC HEARING** - None
4. **MOTIONS RELATING TO AGENDA** - None
5. **MINUTES APPROVAL** Councilmember Drake made a motion to approve July 13, 2021, Regular Meeting, and July 15, 2021, Special Meeting minutes as presented. Councilmember Holder second. All voted in favor. **Motion carried.**
6. **PUBLIC COMMENTS** – Agenda Items Only (5 minutes per speaker)
 - a. **Steve Shore**, 1st Ave N, my comment is on the resolution. This resolution is confusing. Their original purpose was to beautify the Town. That is not happening except for a couple of hanging baskets and yard of the month. They are more into events than beautifying the Town. My biggest concern is engaging the community. A volunteer group of people with good intentions but no accountability. You cannot regulate a volunteer group. Turnover is a constant. This resolution gives them the ability to do whatever they want when they want. This could be very problematic. It would be better if you would clearly state your expectations of this committee.
 - b. **Julie Corbisiero**, 708 Sandburg Street, in regards to the Ordinance about filling the holes on the Beach. I represent Surfside Beach Turtle Team, on behalf of them, we wanted to thank all the parties involved for bringing this issue to the forefront. I wish to address some of the oppositions that have been voiced. Number one was the legality. I think that was the problem back in 2019. This is a moot point now with the fact that many of our neighboring towns have adopted this Ordinance already, including Myrtle Beach and North Myrtle Beach. The second was the negative effect on visitors and tourism. Again, you have to refer to the record-breaking numbers. In the towns mentioned, it doesn't seem to be an issue for families coming there, thinking that they can play on the Beach with their kids and dig into the sand. Number three is relying on lifeguards to monitor the depth and size of the holes. Their priority should always be water safety. The suggestions of the Department of Public Works, and maintenance, filling the holes after dark? I would think this probably wouldn't be cost-effective and be dangerous to beachgoers, both of these departments have much more to deal with. The fact is that our local beach was lucky enough to have the turtles stop there, we can try to let at least them nest safely. If a 200 plus pound turtle or even hatchling falls into a hole, that's the end of that. If anybody else wanted any information from our team, we could help out before the second reading, and I would be more than willing to meet with anyone. I would appreciate it. Thank you very much.
7. **COMMUNICATIONS**
 - a. **MYRTLE BEACH CHAMBER OF COMMERCE PRESENTATION**, President and CEO Karen Riordan presented the new marking campaign for the Grand Strand.
 - b. **FINANCIAL REPORT** – Director King gave the Financial Report for June 2021, and preliminary year-end financial performance.

Councilmember Pellegrino stated I want to thank Mrs. King for being on top of this. I talked to her and had five questions yesterday. She didn't even have to look, and she knew the answers right offhand, so she knows your material. So, thank you for staying on top of that.

Councilmember Mister Holder thanked Mrs. King for a great job.

c. FIRE DEPARTMENT REPORT – Interim Fire Chief gave the Fire Department Report. Captain Carter stated that many hours go into training. It's changed over the years. Being a Firefighter requires much more training now. You can never get too much training, but we learn something new every day.

Mayor Hellyer asked how do you handle violations noted by the Fire Inspector that are not corrected.

Captain Carter stated depending on a category of life-threatening or not is on how many days you give to rectify.

8. BUSINESS

a. First reading Ordinance 21-0935 TO AMEND CHAPTER 12, SECTION 12-67, OBSTRUCTIONS ON THE BEACH, TO AMEND PARAGRAPH I TO LIMIT THE DIAMETER AND DEPTH OF HOLES ON THE PUBLIC BEACH TO TWO FEET. Councilmember Keating made a motion that we approve the first reading of Ordinance 21-0935, making certain modifications to Section 12 - 67 of our code of ordinances. Mayor Hellyer seconded.

Chief Hofmann stated a hole no deeper than two feet can cause serious injury if someone accidentally steps in one, and a hole containing water poses a drowning hazard for small children. Sea turtles and other endangered species can get trapped in these holes, often resulting in deaths, especially for the hatchlings. Beach cleaning equipment and patrol vehicles can get bogged down in large holes, which can cause damage. The Ordinance states that holes will be permitted to be dug on the public Beach subject to the following:

1. Holes may be no deeper than two feet.
 2. All holes dug, regardless of diameter or depth, shall be filled in before the individual who created the whole, leaving the Beach.
 3. Recreational digging of holes using metal shovels will be prohibited except as used in metal detecting.
- Any violation of this would fall under the current penalty code as a misdemeanor.

One change that I made to the Ordinance from when it was presented in 2019 was adding the prohibition of using metal shovels on the Beach for digging for recreational digging purposes. My professional opinion is that not having those metal shovels down there will probably cut back on 95% of the holes that are being dug. We certainly don't want to prevent children from coming down and having some fun on the Beach. What we're seeing is that these are adults that are spending their entire day on the Beach, digging giant holes using five-gallon buckets to get all the sand out of the holes. However, I did check with some sources at the city of Myrtle Beach about how their Ordinance is going. They did find that they got a little bit of pushback from some of the folks that are just doing metal detecting on the Beach.

I certainly do not intend to form a hole patrol. I don't think that's a good use of your police resources or your beach services. We have our beach ambassador officers dealing with tents primarily during the summer. They're dealing with alcohol violations, glass bottles, smoking, but they do presently also keep an eye on the holes for you as well. They carry some small camping shovels and try to help when they see some of these holes are pretty big. I don't think that we will have to write tickets for this. In the event someone wanted to dig a large, hole and leave it unattended, we would at least have a strategy to go back if we can track that person down and issue a summons. A citation is the last resort.

Councilmember Keating asked if it is the material or size of the shovel that is the issue.

Chief Hofmann stated I think we need to focus on the shovel's material, and also the size of the shovel that they can bring to the Beach to make their Sandcastles and sculptures.

Councilmember Pellegrino stated, and I disagree with it. I think it's just government overreach; we've had one incident over the last many years. I understand there could be a risk. I don't see the need.

Councilmember Drake stated I think we have too many ordinances, and we are constantly adding to them. If you go onto the Beach at night, carry a flashlight.

Mayor Hellyer stated I am for this. I don't know how you would enforce it, but I think that we need something in place as a policy to let people know what the rules are.

Councilmembers Scoles, Holder, Keating, and Mayor Hellyer voted in favor. Councilmembers Pellegrino and Drake voted against. **Motion carried.**

b. SECOND READING ORDINANCE 21-0934 TO AMEND CHAPTER 9 MOTOR VEHICLES AND TRAFFIC, SECTION 17. Councilmember Scoles made a motion to accept the second reading of ordinance number 21 -0934. Councilmember Holder second.

Chief Hofmann stated the first reading was approved back on July 13. There have been no modifications to the Ordinance. This section is the penalty section of Chapter nine. We'll be having a workshop on Thursday to discuss the remaining portions of Chapter 9 and putting together the last of the information for you. This will address what we found was a flaw in the penalty section through some prior editing. Until we pass the full version of Chapter nine, this will allow us to get back to proper enforcement of the other things in Chapter 9.

All voted in favor. **Motion carried.**

c. DECISION PAPER – COOPERATIVE PURCHASING AGREEMENTS Director Adair stated I wish to get the ratification from the Council on our use of our cooperative purchasing networks that we have used in the past and continue to use. These are equivalent to a State contract. You can participate in any of those contracts, and the benefit is that they do all the advertising, and the procurement is all done for you ahead of time. The cooperative purchasing networks are very similar in that, but they're not run by the state. We'll check some of these cooperative purchasing networks, and sometimes you'll get a better price than a state contract. We have saved thousands of dollars. These networks are a great tool to use to save time and money for the Town.

Councilmember Keating stated, I'm just trying to figure out if we're adding value approaching Council to ratify the list or if that's something maybe we should have addressed when we reviewed the chapter 2.

Director Adair stated you don't want to codify the list of names because it does change.

All voted in favor of ratifying the list of Cooperative Purchasing Agreement networks.

d. RESOLUTION 21-0138 CHARTER FOR KEEP SURFSIDE BEACH BEAUTIFUL- Mr. Shanahan stated we briefed you on this at the last Council meeting. Number 1 - to change the name, and Number 2 - to change the mission.

The first thing they wanted to change is the name. The current name is Keeps Surfside Beach Beautiful, Town Beautification Committee. They would like to change it to Keep Surfside Beach Beautiful, Town Beautification and Engagement Committee.

The second thing they wanted to change was the mission. The mission currently is the Keep Surfside Beach Beautiful Committee, Town Beautification is ad hoc. Its purpose is working toward the improvement and the esthetics of the Town. Its overall appearance is cleanliness and preservation and enhancement of public and private property values. They would like to change it to the Keep Surfside Beach Beautiful Committee, Town Beautification and Engagement is ad hoc. It acts as a community engagement organization designed to serve Surfside Beach by promoting and enhancing the beauty and the spirit of the Town by identifying areas of improvement and engaging community partners while educating, encouraging, and motivating our citizens to become better stewards of natural resources.

Mayor Hellyer stated all of the committees that we have are there to make suggestions. Council is the one that makes the decision.

Mr. Shanahan stated everything would be put before Council. I've got to tell you, July 4 would not be what it was without them. With the change in mission, No, there's no extra authority, as they do keep us in the loop of what they're doing and why they do it.

Councilmember Holder made a motion to accept Resolution 21-0138, Charter for Keep Surfside Beach Beautiful. Councilmember Keating second. All voted in favor. **Motion carried.**

9. PUBLIC COMMENTS – Town Services or Business Conducted (5 minutes per speaker)

a. Tom Dodge, 8th Avenue, South. I wanted to make you aware of a house on 4th Ave N. Debris is piled up on the lawn in front of the house. There are four vehicles parked in front of the house that probably do not work, and by Ordinance, should be covered up by a tarp. There is a travel trailer that needs a tarp and an unmowed lawn. Who knows what else, or what does the backyard look like? This mess has been there, in my opinion, for months. We have a police department patrolling the streets. We have a public works department patrolling the streets. We have a zoning department that should be out there traveling the streets. Apparently, no one connected to town hall saw this filthy mess. This is shameful. It took an 87-year-old codger on the south end of Town to tell you about it 12 days ago; shame on all of you.

b. Tabitha Mull, 13th Avenue North, Chairman for Keep Surfside Beach Beautiful. I just really wanted to thank you guys for approving our charter. We've worked so hard on it, and we're so excited about it, so thank you very much. We appreciate all of your support. And then finally I would just like to invite everyone to the Labor Day Weekend Golf Cart Parade, which is the Sunday before Labor Day, at 10:00 am lineups at 9 30 on 16th Ave S. Thank you very much.

10. TOWN COUNCIL DISCUSSION AND/OR COMMENTS

a. Councilmember Scoles, I'd like to thank everyone for coming and appreciate all the resident's comments. Most importantly, I want to thank the staff. You're doing a great great job, and it's appreciated, and you need to be recognized for it. I greatly appreciate everything you do for this Town. I hope everyone has a safe trip home, and we will see you in a couple of weeks.

b. Councilmember Holder, thank you all for coming out tonight and for listening online. I was at the MASC Convention last week and learned a lot of good things. It was a good learning experience, and I enjoyed the time. There were probably around 600 people there. Surfside was given an award for a project we did. Thank you for all the presentations tonight. I'm amazed at the fire department; I'm sitting here thinking about the hours it takes. Thank you.

c. Councilmember Keating. I want to thank everybody for coming out tonight, and if anybody's tuning in on the live stream or the audio. I'm very pleased with how things went tonight. I think we've made some great project progress. I truly appreciate that Keeps Surfside Beach Beautiful has embraced the Town's directive to establish goals and objectives that apply to our departments, our employees and our volunteer committees. We're all here to work toward a better Surfside Beach. I appreciate the work they've put forward. I look forward to what the other committees that we have may put forward. I also want to thank, Keep Surfside Beach Beautiful for working with the Town and establishing our first-ever Labor Day Golf Cart Parade. I look forward to that. I'm also looking forward to the workshops that we have scheduled for Thursday morning to discuss the balance of Chapter 9. One of the things we've all talked about repeatedly, we've heard Chief Hoffman mention it as well, is stepping through our code of ordinances and updating them, cleaning them up. We recently saw the tree ordinance, and I think, in my personal opinion, we missed a significant opportunity to clean that one up. We've got a lot of inconsistencies and conflicting requirements in that Ordinance that doesn't make sense. I think there's a lot of opportunities that we can do better on that one. I've also talked to the Chief, next step is to get through chapter 9. I think chapter 8 is probably next on the docket. That one will probably be just as contentious as a few others. It will be a little more complicated and certainly more labor-intensive for our police force to review and update. Because that is totally within their bailiwick. Chief, I appreciate you being on it. I want to, again, thank everybody for coming out. Thanks for all your support. Thanks for all your questions and constructive comments on Facebook; I appreciate the engagement that I'm seeing in our Town improving over the years. I think we're all headed in the right direction. Thank you very much, travel safe, Have a good night.

d. Councilmember Pellegrino, Thanks for coming tonight. I'd also like to thank all of our volunteers on our committees. We have many committees for this Town, and they're volunteering their time, their effort, and you can see the energy they have to make our Town better. I do appreciate all our volunteers on our committees. It's a small town. We had a situation where we had citizens who were concerned about holes on the Beach. We talked about it. We voted on it, and we made a decision. And that's positive. We're slow with a lot of things too. But in a matter of months, you can go from citizens perceiving problems to resolving them. I disagree with the decision, but it is what it is. That's very positive about our Town because we're a small, close-knit town where we can make

things happen. Councilmember Holder mentioned our award from the Municipal Association of South Carolina for the 3rd Avenue Promande project. I'd be lying if I said I had a lot to do with this project, I voted to do it, so I was involved, but two people made this happen. Its previous Mayor Bob Childs and John Adair. Mayor Bob Childs brought it forward many times, and then John did his thing and got the grant and managed it from that point on, and it did turn out well. It looks a thousand times better than it did before, and it's nice, so we need to thank Bob Childs and John Adair for that. They were the two key players. Thanks, and have a great night.

e. Councilmember Drake, I would like to thank everybody for coming out tonight and thank KSBB for all they do, and are cheerleaders for our Town. They go the extra mile, and I never hear them complain. I applaud them. They do the job and see you all next week.

f. Mayor Hellyer, It's great to see people coming to the town council meeting again and to have more people here. I will address a couple of things. The first one is Mr. Dodge talking about the 4th Ave north. I will let you know that the Town is all over that and that we have spoken to the residents. We've had her son come in and meet with us, and they are handling that. Second, about the MASC Award, when this award was presented and I accepted the award for the Town at the Municipal Association, there was also a video that went with it that was prepared by the Municipal Association with interviews and pictures of Surfside Beach and the Third Street Promenade. We will post that on our webpage. We have a lot of stuff going on right now. As far as the golf cart parade, we're excited about it On Labor Day. We're working aggressively on the building across the street to get our employees moved over there and to get them in a safe place. Thank you for coming, and have a good evening.

- 13. ADJOURNMENT** Councilmember Holder made a motion to adjourn at 7:56 pm. Councilmember Keating second. All voted in favor. **Motion carried.**

Surfside Beach Town Council

Robert Hellyer, Mayor

David L. Pellegrino, Town Council

Bruce H. Dietrich, Town Council

Cindy Keating, Town Council

Michael Drake, Town Council

Debbie Scoles, Mayor Pro Tempore

Paul Holder, Town Council

Attest: _____

Sheri L Medina, Town Clerk

Clerk's Note: This document constitutes summary minutes of the meeting that was digitally recorded, and is not intended to be a complete transcript. Appointments to hear recordings may be made with the town clerk; a free copy of the audio will be given to you, provided you bring a new, unopened flash drive. In accordance with FOIA §30-4-80(A) and (E), meeting notice and the agenda were distributed to local media and interested parties via the Town's email subscription list. The agenda was posted on the entry door at

(j) *Penalty.* Violations of this section are punishable as misdemeanors provided in Section 1-16(a) of this Code.

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 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 second reading by the Mayor and Town Council of the Town of Surfside Beach.

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 _____ 2021.

Surfside Beach Town Council

Bob Hellyer, Mayor

Debbie Scoles, Pro Tempore

Bruce H. Dietrich, Town Council

Michael Drake, Town Council

Paul Holder, Town Council

Cindy Keating, Town Council

David Pellegrino, Town Council

Attest:

Sheri Medina, Town Clerk



Town Council Decision Paper
Ordinance 21-0937
Amends Chapter 14, Flood Damage Prevention
August 10, 2021

SUBJECT: First Reading of Ordinance 21-0937 to amend the Town of Surfside Beach's Code of Ordinances, specifically Chapter 14, Flood Damage Prevention.

PURPOSE: The Federal Emergency Management Agency (FEMA) has adopted new Flood Insurance Rate Maps (FIRMs) in South Carolina. In order for the Town of Surfside Beach to adopt the new maps for the Town, revisions are required to be made to the Flood Damage Prevention ordinance (Chapter 14) to reflect changes made to the South Carolina Model Ordinance. Following an inquiry by staff, SCDNR requested a copy of the current ordinance and reviewed it. The resulting changes reflect that review and are contained herein, and comply with the State's model ordinance.

Per FEMA, Letters of Final Determination (LFD) have been sent and an effective date in 2021 has been set for the new FIRMs. The LFD is sent to each affected community stating that a new or updated Flood Insurance Rate Map (FIRM) will become effective on a certain date, and that the community is required to adopt a compliant floodplain management ordinance by that date to remain eligible for participation in the National Flood Insurance Program (NFIP). The effective date for the Town of Surfside Beach is 12.16.2021.

Failure to adopt the amendments required by SCDNR would leave the Flood Damage Prevention Ordinance in non-compliance with the state, as well as inhibit the Town's ability to adopt the new Flood Insurance Rate Maps (FIRM).

RECOMMENDATION:

Approve ordinance # 21-0937 with amendments as submitted.

Sec. 14-18. - Specific standards.

Sec. 14-19. – Standards for areas outside of the Special Flood Hazard Area (SFHA).

Sec. 14-20. - Standards for subdivision proposals.

Sec. 14-21. - Reserved

Sec. 14-22. - Coastal high hazard areas V, VE, or V130 or Coastal A zone

Sec. 14-1. - Statutory authorization.

The Legislature of the State of South Carolina has in S.C. Code of Laws, Title 5, Chapters 7, 23 and 25 (Articles 5 and 7) and Title 6, Chapter 7, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the mayor and council of the Town of Surfside Beach, South Carolina does ordain as follows:

(Ord. No. 18-0864, 3-13-18)

Sec. 14-2. - Findings of fact.

The flood hazard areas of the Town of Surfside Beach are subject to periodic inundation which results in loss of life, property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstruction in floodplains causing increased flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damage.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-3. - Statement of purpose and objectives.

It is the purpose of this chapter to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. The provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the article prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this chapter are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the article are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain

management objective of this chapter is to minimize expenditures of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, and habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands, especially floodways and stream channels, should be the result of careful planning processes which evaluate resource conditions and human needs.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-4. - Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of Surfside Beach as identified by the Federal Emergency Management Agency in its flood insurance study, date ~~September 17, 2003~~, **December 16, 2021** as published by the Federal Emergency Management Act, with accompanying flood insurance rate maps and other supporting data which are hereby adopted by reference and declared to be a part of this chapter. Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency in its flood insurance study for the unincorporated areas of Horry County, with accompanying map and other data are adopted by reference and declared part of this chapter.

Non-residential and residential structures must be constructed so that the lowest floor is located no lower than the base flood elevation plus three (3) feet. No environmentally conditioned space shall be allowed below the lowest floor. Floodproofing of commercial structures shall not be permitted within the town without a variance approval. Floodproofing residential structures shall be prohibited.

This chapter shall also apply to areas outside of the special flood hazard areas as prescribed in section 14-19.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-5. - Establishment of development permit.

A development permit shall be required in conformance with the provisions of this chapter prior to the commencement of any development activities.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-6. - Compliance.

No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this chapter and other applicable regulations.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-7. - Interpretation.

In the interpretation and application of this chapter, all provisions shall be considered as minimum requirements liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under state law. This chapter is not intended to repeal, abrogate,

or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another conflict or overlap, which imposes the more stringent restrictions shall prevail.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-8. - Partial invalidity and severability.

If any part of this chapter is declared invalid, the remainder of the chapter shall not be affected and shall remain in force.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-9. - Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land areas outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create a liability on the part of Surfside Beach or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-10. - Penalties for violation.

Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person or corporation who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than five hundred dollars (\$500.00), or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing contained herein shall prevent the Town of Surfside Beach from taking such other lawful action as is necessary to prevent or remedy a violation.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-11. - Definition interpretation.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter it's most reasonable application.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-12. - Definitions.

Accessory structure (appurtenant structure). Structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building). An extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a

firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

Agricultural structure. A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this chapter.

Appeal. A request for a review of the local administrator's interpretation of any provision of this chapter.

Area of shallow flooding. A designated AO or VO zone on a community's flood insurance rate map (FIRM) with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Base flood. The flood having a one (1) percent chance of being equaled or exceeded in any given year.

Basement. Means any enclosed area of a building which is below grade on all sides.

Building. See structure.

Coastal high hazard area. An area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources V, VE, or V130.

Coastal A zone. Area landward of a V, VE, or V130 Zone where the principal source of flooding will be astronomical tides, storm surges or tsunamis, not riverine flooding. During base flood conditions, the potential for breaking wave heights between 1.5 feet and 3.0 feet will exist. ~~Areas considered to be within the Coastal A Zone are shown on maps available in the planning, building and zoning department and can be distributed.~~

Critical development. Development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Executive Order 11988 (Floodplain Management). Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

Elevated building. A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

Existing construction means, for the purposes of determining rates, structures for which the start of construction commenced before December 17, ~~1979~~ 1976.

Existing manufactured home park or manufactured home subdivision. A manufactured home park or subdivision for which the construction of facilities for services the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site-grading or the pouring of concrete pads) is completed before February 5, 1980.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site-grading or the pouring of concrete slabs.)

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

Flood hazard boundary map (FHBM). An official map of a community issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been identified.

Flood insurance rate map (FIRM). An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study. The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary floodway map and the water surface elevation of the base flood.

Flood-resistant material. Any building material capable of withstanding direct and prolonged contact (minimum seventy-two (72) hours) with floodwaters without sustaining damage which requires more than low-cost cosmetic repair. Any material which is not water soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumber are acceptable flooring materials. Sheet-type floor coverings which restrict evaporation from below and materials which are impervious, but dimensionally unstable are not acceptable. Materials which absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2-

93, Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-2, date 4/93, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Flood vent. A permanent opening in a wall that allows the free passage of water automatically in both directions without human intervention.

Floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Freeboard. A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent facility. A facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water such as a fishing pier, docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long term storage, manufacture, sales, or service facilities.

Highest adjacent grade. The highest natural elevation, as certified by a registered land surveyor or engineer or architect, of the ground surface next to the proposed exterior walls of a structure.

Historic structure - Any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily, determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary [of the Interior] to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places; and
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified:
 - (1) By an approved state program as determined by the Secretary of Interior; or
 - (2) Directly by the Secretary of Interior in states without approved programs.

Some structures or districts listed on the state or local inventories may not be "historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential meeting the historic structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the

South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

Increased cost of compliance (ICC) applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

Limited storage (enclosures). An area used for storage and intended to be limited to incidental items which can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood-resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1—A30 zones, it shall meet the requirements of subsection 14-18(4)(b) of this chapter. No storage or enclosures shall be permitted below the base flood elevation in a V, VE and V1—V30 and Coastal A zone.

Lowest adjacent grade (LAG) is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

Lowest floor. The lowest floor of the lowest enclosed area. Any unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided such an enclosure is not built so as to render the structure in violation of other provisions of this chapter.

Manufactured home. A structure, transportable in one (1) or more sections, which is built to HUD standards on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or a South Carolina Building Code Council approved "modular home".

Manufactured home park or subdivisions. A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level means for the purpose of this chapter, the Nations Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

National Geodetic Vertical Datum (NGVD). As corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

North American Vertical Datum (NAVD) of 1988. Vertical control, as corrected in 1988, unused as the reference datum on Flood Insurance Rate Maps.

New construction. Structure for which the start of the construction commenced on or after February 5, 1980. The term also includes any subsequent improvements to such a structure.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of the facilities services the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after February 5, 1980.

Non-conversion agreement. An agreement signed by the owner as a condition of a certificate of occupancy. The owner must agree to not alter the building at a later date so as to violate the building code or flood damage prevention ordinance requirements. The agreement shall be binding upon heirs, grantees, successors and assigns of parties hereto and shall constitute a covenant running with the structure being constructed under said permit. The agreement shall be recorded in the Horry County Register of Deeds prior to obtaining a certificate of occupancy inspection.

North American Vertical Datum (NAVD). Datum point established at Pointe-au-Pere on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth. The datum listed as the reference datum on flood insurance rate maps should be used for elevation certificate and floodproofing certificate completion.

Primary frontal dune. A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from relatively steep slope to a relatively mild slope.

Recreational vehicle. A vehicle which is:

- (a) Built on a single chassis;
- (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreation, camping, travel, or seasonal use.

Section 1316 of the National Flood Insurance Act of 1968 - The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

Stable Natural Vegetation - the first place on the oceanfront where plants such as sea oats hold sand in place.

Special flood hazard area. The area that will be inundated by the flood event having a one (1) percent chance of being equaled or exceeded in any given year. The one (1) percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as zone A, zone

AO, zone AH, zones A1—A30, zone AE, zone A99, zone AR, zone AR/AE, zone AR/AO, zone AR/A1—A30, zone AR/A, zone V, zone VE, and zones V1—V30 and Coastal A.

Start of construction. For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date of the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary form; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of the construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure. A walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged conditions would equal or exceed forty-eight (48) percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement."

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds forty-eight (48) percent of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or,
- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Permits shall be cumulative for a period of five (5) years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Variance. The grant of relief from a term or terms of this chapter.

Violation. The failure of a structure or other development to be fully compliant with these regulations.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-13. - Designation of local administrator.

The planning, building and zoning director or his/her designee is hereby appointed to administer and implement the provisions of this chapter.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-14. - Development permit and certification requirements.

Application for a development permit shall be made to the local administrator on forms furnished by the town prior to any development activities. The development permit may require, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of storage areas, and drainage facilities. Specifically, the following information is required:

- (1) A certified survey providing the following information:
 - a. Scale and north orientation arrow;
 - b. Parcel boundaries and the location and names of adjacent streets;
 - c. All watercourses on the parcel;
 - d. All floodplain, AE, V, VE, or V130, Coastal A-zone, and floodway boundaries that run through the parcel certified by a registered land surveyor or professional engineer with the FIRM Map number and date the map was enacted;
 - e. Flood boundaries/zones must be certified accurate with latest adopted flood map information included;
 - f. All required buffer or setback lines from shoreline or channel banks;
 - g. All drainage and utility easements;
 - h. All areas to be cleared, cut or graded;
 - i. The location of existing and proposed fences, walls and other structures;
 - j. Show the 100-year floodplain contour or a statement certifying that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either subsection 14-15(6) or section 14-20.
 - k. The survey must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same.
 - l. If the permit includes a new building or an expansion of an existing building the survey must show the footprint of all existing and proposed buildings and building additions.
 - m. As a condition of receiving a building permit a complete stormwater plan with narrative as set forth in chapter 14, article III Stormwater Management ordinance shall be submitted and approved. This requirement shall apply to all parcels within the town limits.
- (2) The survey required by [subsection] 14-14(1) must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to subsection 14-18(6).
- (3) Where base flood elevation data is provided as set forth in section 14-4 or subsection 14-15(6), the application for a development permit within the flood hazard area shall include

an elevation certificate showing the elevation (in relation to mean sea level) of the lowest floor of all new construction, additions and substantially improved structures.

- ~~(4) If no base flood elevation data is provided as set forth in section 14-4 or subsection 14-15(7), the application for a development permit must show construction of the lowest floor at least eighteen (18) inches above the highest adjacent grade.~~
- (4) Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation.
- (5) An elevation certificate providing floor elevation is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, it shall be the duty of the permit holder to submit to the local administrator a certification of the lowest floor, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. Any work done prior to submission of the certification shall be at the permit holder's risk. The local administrator shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior additional working being permitted to proceed. Failure to submit the survey or failure to make said corrections required shall be cause to issue a stop work order for the project.
- (6) In coastal high hazard areas (V, VE, or V130 or Coastal A zone), documentation from a professional engineer must be acquired stating the slab placed under the building is not connected to the foundation.
- (7) When a structure is located in zones V, VE, or V130 or Coastal A zone certification shall be provided from a registered professional engineer, separate from submitted plans, that new construction, additions or substantial improvement meets the criteria in section 14-22.
- (8) Upon completion of the development, a registered professional engineer or land surveyor, whichever professional is appropriate, shall certify by elevation certificate and any other documentation required that subsection 14-14(8) is built in accordance with the submitted plans and previous predevelopment certifications.
- (9) A non-conversion agreement shall be required on all buildings within the special flood hazard area when the building is completed and the owner applies for a certificate of occupancy or a use permit. This is done after the final inspection, when the community confirms that the building meets all building code and flood damage prevention ordinance requirements. The agreement must be recorded in the Horry County Register of Deeds office and a clocked copy must be returned to the town to be filed with the planning, building and zoning department prior to a certificate of occupancy inspection being made. This requirement includes but is not limited to new construction, additions, substantial improvements and renovations.
- (10) If the proposed project will impact the configuration of a watercourse, floodway, or base flood elevation for which a detailed flood insurance study has been developed, the

applicant shall apply for and must receive approval for a conditional letter of map revision with the Federal Emergency Management Agency prior to actual construction.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-15. - Duties and responsibilities of the local administrator.

Duties of the local administrator shall include, but not be limited to:

- (1) Review all development permits to assure that the requirements of this chapter have been satisfied.
- (2) Requirements of federal and/or state permits. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.
- (3) Watercourse alterations.
 - a. Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - b. In addition to the notifications required watercourse alterations per [subsection] 14-15(3)(a), written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
 - c. If the proposed project will modify the configuration of the watercourse, floodway, or base flood elevation for which a detailed flood insurance study has been developed, the applicant shall apply for and must receive approval for a conditional letter of map revision with the Federal Emergency Management Agency prior to the start of construction.
 - d. Within sixty (60) days of completion of an alteration of a watercourse, referenced in the certification requirements of [subsection] 14-14(5) the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.
- (4) Floodway encroachments. Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of [subsection] 14-18(6) are met.
- (5) The local administrator must ensure that a registered professional engineer shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in subsections 14-22(6) and (15) of this chapter.
- (6) Adjoining floodplains. Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
- (7) Notifying adjacent communities. Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
- (8) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the administrator shall make the necessary interpretation. The person

contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretations as provided in this article.

- (9) When base flood elevation data or floodway data has not been provided in accordance with section 14-4, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to section 14-21, in order to administer the provisions of this chapter. Data from preliminary, draft and the final flood insurance studies constitutes best available data from a federal, state, or other source. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Parts 67.5 and 67.6, the data does not have to be used.
- (10) When the exact location of boundaries of the areas of special flood hazards conflict with the current natural topography information at the site, the property owner may apply and be approved for a letter of map amendment (LOMA) by FEMA. A copy of the letter of map amendment issued from FEMA will be maintained by the local administrator in the permit file.
- (11) Make on-site inspections of projects in accordance with section 14-16.
- (12) Serve notices of violations, issue stop work orders, revoke permits, and take corrective actions in accordance with section 14-16.
- (13) Maintain all records pertaining to the administration of this chapter and make these records available for public inspection.
- (14) Annexations. ~~Notify the land resources and conservation districts division.~~ Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program within six (6) months, of any annexations that include special flood hazard areas. The community must incorporate applicable maps from surrounding jurisdictions into this chapter within ninety (90) days of annexation.
- (15) Federally funded development. The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
- (16) Substantial damage determination. Perform an assessment of damage from any origin to the structure ~~using FEMA's Residential Substantial Damage Estimator (RSDE) software~~ to determine if the damage equals or exceeds forty-eight (48) percent of the market value of the structure before the damage occurred.
- (17) Substantial improvement determinations. Perform an assessment of permit applications for improvements or repairs to be made to a building or structure that equals or exceeds forty-eight (48) percent of the market value of the structure before the start of construction. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five (5) years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.
The market values shall be determined by one of the following methods:
 - a. The current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner within the past six (6) months.
 - b. One or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less the cost of site improvements and depreciation for functionality and obsolescence.
 - c. Real estate purchase contract within six (6) months prior to the date of the application for a permit.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-16. - Administrative procedures.

- (1) *Inspections of work in progress.* As the work pursuant to a permit progresses, the local administrator or his designee shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. A minimum of three inspections shall be performed for each permitted development project in the regulated floodplain:

The first inspection is conducted when the site is staked out or otherwise marked. A “Construction Drawings” elevation certification is provided to the town. The inspector checks that areas subject to special requirements are clearly marked on the ground.

The second inspection is conducted when the lowest floor is built for a building or building addition. The builder provides the town with documentation of the surveyed lowest floor elevation (“Building under Construction” elevation certificate). The inspector checks that:

- a. The foundation or forms for the structure are correctly located on the site;
- b. Where buildings have enclosures below the base flood elevation (permitted in AE zones only), the location and size of the openings are as specified on the approved plans; and
- c. In coastal high hazard areas V, VE, V130 or Coastal A zones, slabs placed under the building are not connected to the foundation.

The third inspection is conducted when the project is finished; the “Finished Construction” elevation certificate is submitted, and before the final building inspection. The inspector checks:

- a. The foundation and floor elevation have not been altered since the second inspection;
 - b. All areas below the required elevation are constructed with materials resistant to flood damage and do not exceed the allowed square footage (or for those buildings in the V, VE, or V130 and Coastal A Zones – no areas are enclosed below the required elevation);
 - c. Where buildings have enclosures below the base flood elevation (permitted in AE zones only), the location and size of the openings are specified on the approved plans and recorded on the elevation certificate.
 - d. All electrical, heating, ventilation, plumbing, air conditioning, ductwork, and other equipment is located, elevated, or protected as specified on the approved plans and recorded on the elevation certificate.
 - e. There has been no alteration of the ground since the second inspection or the ground has been graded according to the approved plans.
- (2) *Stop work orders.* Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this chapter, the administrator or his designee may order the work to immediately be stopped. The stop work order shall be in writing and directed to the person doing the work. Notification of the property owner is also required. The stop work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop work order shall constitute a misdemeanor.

- (3) *Revocation of permits.* The local administrator may revoke and require the return of the development permit by notifying the permit holder and owner in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked.
- (4) *Periodic inspections.* The local administrator and each member of the inspection department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (5) *Violations to be corrected.* When the local administrator finds violations of applicable state and local laws, it shall be his duty to notify the owner of the building of the violation. The owner shall immediately remedy each of the violations of law on the property he owns.
- (6) *Actions in event of failure to take corrective action.* If the owner of a structure or property shall fail to take prompt corrective action, the administrator shall give him written notice, by certified or registered mail, to his last known address or by personal service, that:
 - (a) The building or property is in violation of the flood damage prevention article;
 - (b) A hearing will be held before the local administrator at a designated place and time, not later than ten (10) days after the date of notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - (c) Following the hearing, the local administrator may issue such order to alter, vacate, or demolish the structure, or to remove fill as appears appropriate.
- (7) *Order to take corrective action.* If, upon a hearing held pursuant to the notice prescribed above, the administrator shall find that the structure or development is in violation of the flood damage prevention article, he shall make such an order in writing to the owner, requiring the owner to remedy the violation within such period, not more than sixty (60) days, the administrator may prescribe; provided that where the administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period that may be feasible.
- (8) *Appeal.* Any owner who has received an order to take corrective action may appeal from the order of the Surfside Beach Construction Board of Adjustments and Appeals by giving notice of appeal in writing to the local administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the administrator shall be final. The local appeals board shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (9) *Failure to comply with order.* If the owner of a structure or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the appeals board following an appeal, they shall be guilty of a misdemeanor and shall be punished in the discretion of the court.
- (10) *Denial of Flood Insurance under the NFIP.* If a structure is declared in violation of this ordinance and after all other penalties are exhausted to achieve compliance with this ordinance then the local floodplain administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood insurance

Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

- (11) The following **documents** are incorporated by reference and may be used by the local floodplain administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

- a) FEMA 55 Coastal Construction Manual
- b) All FEMA Technical Bulletins
- c) All FEMA Floodplain Management Bulletins
- d) FEMA 348 Protecting Building Utilities from Flood Damage
- e) FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets

(Ord. No. 18-0864, 3-13-18)

Sec. 14-17. – Flood hazard reduction standards

Development may not occur in the special flood hazard floodplain where alternative locations exist due to inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures (and additions) cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. In all areas of special flood hazard, the following provisions are required:

- (1) Reasonably safe from flooding. Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- (2) Critical development. Shall be elevated to the 500-year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500-year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500-year flood elevation data.
- ~~(3) Water supply systems. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.~~
- (3) All new construction, additions and/or substantial improvements shall conform to the requirements contained in the latest adopted International Building Code or International Residential Code, whichever is applicable and anchored to prevent flotation, collapse, or lateral movement of the structure;
- (4) All new construction, additions and/or substantial improvements shall be constructed with flood-resistant materials and utility equipment resistant to flood damage;
- (5) All new construction, additions and/or substantial improvements shall be constructed by methods and practices that minimize flood damages;
- (6) Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located at least three (3) feet above the required base flood elevation so as to prevent water from entering or accumulating within or on the components during conditions of flooding. This requirement does not preclude the installation of outdoor faucets for shower heads, hoses, etc., as long as cutoff devices and backflow devices are installed to prevent

- contamination of the service components and thereby minimize any flood damages to a structure and contents;
- (7) Gas/propane containers shall be adequately anchored to prevent flotation, collapse, or lateral movement. Horizontal propane tanks shall install four ground anchors connected across the top of the tank with metal straps. Vertical propane tanks shall be installed with two ground anchors, each anchor placed on opposite sides of the vertical tank. A strap shall be attached from each anchor to the collar secured around the top of the tank. An additional metal strap shall be connected from one anchor to the other through the tank base. Ground anchors, straps, and connecting hardware must be corrosion - resistant.
 - (8) Non-commercial developable lots located in the X, X shaded and AE flood zones shall have an average grade of all adjacent lots. A foundation/current conditions survey shall be provided and approved prior to the foundation being poured or piers being filled prior to additional inspections being performed. Adjacent lot grades shall be measured at a minimum of twenty (20) feet into all adjacent lots. This requirement shall not apply to designated Coastal A zones, V, and VE zones as no fill shall be allowed for structural support in these Special Flood Hazard Areas (SFHA). Only non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. See [subsection] 14-22(6) for complete requirements.
 - (9) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - (10) New and replacement sanitary sewer shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharges from the systems into floodwaters;
 - (11) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and
 - (12) Any alteration, repair, reconstruction, addition or improvement to a structure which is in compliance with the provisions of this chapter, shall meet the requirements of "new construction" as contained in this chapter. This includes post-FIRM development and structures.
 - (13) Nonconforming structures or uses. Nonconforming structures or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this chapter. Use of nonconforming ground floor habitable spaces or walls for an addition of a second floor above the base flood elevation shall not be allowed.
 - (14) Americans with Disabilities Act (ADA). A building must meet the specific standards for floodplain construction outlined in section 14-18, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.
 - (15) All new construction, additions and/or substantial improvements shall be designed and sealed by a registered design professional as complying with the requirements of the

- latest adopted International Building Code or International Residential Code, whichever is applicable.
- (16) Slab construction (including raised slabs) shall be prohibited within all special flood hazard areas (SFHA).
 - (17) Flood proofing or wet-proofing commercial structures as a flood protection measure shall be prohibited without a variance approval. All structures (including non-residential) shall be required to elevate to the base flood elevation plus three (3) feet. Floodproofing residential structures shall be prohibited.
 - (18) New septic systems in floodplains are prohibited.
 - (19) Critical facilities. Critical facilities as defined in section 14-12 shall be prohibited in the 500-year flood zone. (Note: The 500-year floodplain includes the entire SFHA plus other land that is lower than the 500-year flood elevation).
 - (20) Hazardous velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. Therefore, solid foundation walls shall not be permitted within any special flood hazard area.
 - (21) All fences crossing floodplain boundaries are subject to flood review. The most restrictive zone crossed by the fence will prevail. All fencing material shall be flood-resistant materials.
 - (22) There shall be no alteration of sand dunes which would increase potential flood damage.
 - (23) Swimming pools in special flood hazard area: Pools located within the SFHA shall be built to the following standards:
 - a. Swimming pools must meet all applicable requirements set forth in the zoning ordinance.
 - b. Swimming pools must be sited as far away from the regulatory flood boundary as feasible.
 - c. No above grade pools are allowed in the V, VE, or V130 or Coastal A zone.
 - d. No portion of a swimming pool structure in the V, VE, or V130 or Coastal A zones shall be allowed more than six (6) inches above the adjacent grade.
 - e. Swimming pools beneath a structure in any SFHA must be flush with the natural grade and must be engineered certifying:
 - i. The swimming pool or other obstruction will not be subject to breaking up or flooding out the ground and affecting the piles or columns of the structure; and
 - ii. The swimming pool shall meet the same anchoring requirements as the support system of the building.
 - f. Enclosures associated with any swimming pool located in the SFHA shall not be permitted in the V, VE, or V130 or Coastal A zone.
 - (24) Recreational vehicles. Shall not be permitted within the SFHA.
 - (25) Outdoor storage of any kind shall be prohibited within the SFHA.
 - (26) No basements shall be permitted within the town limits.

(Ord. No. 18-0864, 3-13-18; Ord. No. 20-0914, 2-25-20)

Sec. 14-18. - Specific standards.

In all areas of special flood hazard AE zones where base flood elevation data has been provided, as set forth in section 14-4 the following provisions are required in addition to those set forth in section 14-17 of this chapter:

- (1) *Residential construction.* New construction, addition and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated not lower than three (3) feet above the base flood elevation. No basements are permitted.
- (2) *Nonresidential construction.*
 - a. New construction, addition and substantial improvement of any commercial, industrial, or nonresidential structure (including manufactured structures) shall have the lowest floor elevated no lower than three (3) feet above the level of the base flood elevation.
 - b. A registered professional engineer shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in subsections 14-14(6) and 14-14(9). A variance may be considered for wet flood proofing agricultural structures in accordance with the criteria outlined [in] article II [of] this chapter. Agricultural structures not meeting the criteria of article II must meet the non-residential construction standards and all other applicable provisions of this chapter. Structures that are flood proofed are required to have an approved maintenance plan with an annual exercise. This local floodplain administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.
- (3) *Manufactured homes.*
 - a. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision, provided the anchoring and the elevation standards of subsection 14-18(3)(c) are met.
 - b. Manufactured homes that are substantially improved on sites outside a manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which as manufactured home has incurred "substantial damage" as a result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than three (3) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and movement.
 - c. Manufactured homes as permitted in section 14-18(3)(a) shall be anchored to prevent flotation, collapse or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse or lateral movement in accordance with section 19-425.39 of the South Carolina Manufactured Housing Board Regulations, effective date May 25, 1990, as amended. Additionally, the chassis must be elevated a minimum of three (3) feet above the base flood elevation the chassis shall be supported by reinforced piers or other foundation elements at least equivalent strength.
- (4) *Elevated buildings.* New construction, addition and/or substantial improvements of elevated buildings that include limited enclosures (allowed only in AE flood zones) in an area other than a basement, and which are subject to flooding shall be designed to

preclude finished space and designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

- a. Designs for complying with this requirement must be certified by a professional engineer and meet the following minimum criteria:
 1. Provide a minimum of two (2) openings on different walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one (1) foot above the higher of the interior or exterior grade immediately under the opening,
 3. Only the portion of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
 4. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions;
 5. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one (1) side of the building.
 - b. Enclosures below lowest floor in AE zones:
 1. Access to the enclosed area shall be the minimum necessary to allow for limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator). Total enclosed area shall not exceed two hundred ninety (290) square feet. No other enclosures shall be permitted below the required base flood elevation.
 2. The interior portion of such enclosed area shall not be finished or partitioned or finished into separate rooms, must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.
 3. One (1) wet location switch and/or outlet connected to a ground fault circuit interrupt breaker may be installed below the required lowest floor elevation specified in subsections 14-18(1), (2) and (3).
 4. All construction materials below the required lowest floor elevation specified in subsections 14-18(1), (2), and (3) shall be of flood-resistant materials.
 5. Enclosures of any kind shall be prohibited in the V, VE, or V130 and Coastal A zone except for elevators and open stairways.
 - c. Hazardous velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. Therefore, solid foundation walls shall not be permitted.
- (5) *Accessory structures.* ~~Any detached accessory structure, the cost of which is greater than three thousand dollars (\$3,000.00), must comply with the elevated structure requirements of subsections 14-18(2) and (5), or constructed completely of flood-resistant materials. When accessory structures of three thousand dollars (\$3,000.00) or less are to be placed in the floodplain, the following criteria shall be met:~~ **Detached**

accessory structures used only for parking of vehicles and storage are permitted at grade if:

- a. ~~Accessory structures shall not be used for human habitation (including workshop, sleeping, living, cooking, or restroom areas);~~ In special flood hazard areas other than coastal high hazard areas (Zones AE), they are not larger than one-story and 600 square feet in area. Walls must have openings in compliance with subsection 14-18(4)(a);
 - b. Accessory structures shall be constructed of flood damage resistant material ~~designed to have low flood damage potential;~~ below the base elevation in accordance with Technical Bulletin 2, Flood Damage Resistant Materials Requirement;
 - c. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - d. Accessory structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure;
 - e. Service facilities such as electrical, mechanical, and utility equipment shall be installed in accordance with subsection 14-17(4);
 - ~~f. Openings to relieve hydrostatic pressure during a flood event shall be provided below the base flood elevation in accordance with subsection 14-18(4)(a); and~~
 - f. Accessory structures shall comply with town zoning regulations; and,
 - g. Accessory structures shall be prohibited in the V, VE, or V130 and Coastal A zone.
Exception: Swimming pools shall be allowed meeting section 14-17(21) of this chapter.
- (6) *Floodways.* Located within areas of special flood hazard established in section 14-4, are areas designated as floodway. The floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris and potential projectiles and has erosion potential. The following provisions shall be presented to the local administrator:
- a. No encroachments, including fill or raised slab foundation, new construction, substantial improvements, additions, and other developments shall be permitted unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local administrator. Raised slab foundation may be utilized in floodways only when no other practical alternative exists.
 - b. If subsection 14-18(6) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions.
 - c. Reserved.
 - d. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision, provided the anchoring and the elevation standards of subsection 14-18(3).

- e. Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife and related uses; also lawns, gardens, play areas, picnic grounds, hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations.
- (7) *Fill.* Fill and raised slab construction is discouraged because storage capacity is removed from floodplains. Elevating buildings by other methods should be utilized. An applicant shall prove through engineering analysis that fill is the only alternative to raising the building to at least three (3) feet above the base flood elevation, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. Slabs of any kind, including raised slab foundations, or stem walls shall not be utilized in the special flood hazard area. Piers, pilings, or flow-through crawlspaces shall be utilized. The following provisions shall apply to any fill placed in the special flood hazard area:
- a. Fill may not be placed in a floodway unless it is in accordance with subsection 14-18(6);
 - b. Fill may not be placed in tidal or non-tidal wetlands without the required state and federal permits;
 - c. Fill must consist of soil and rock materials only. Dredged material may be used as fill only upon certification of suitability by a registered professional geotechnical engineer. Landfills, rubble fills, dumps and sanitary fills are not permitted in the floodplain;
 - d. Fill used to support structures must be certified by a registered professional engineer for "designed and compacted fill" that meets the criteria of (1) Section 1803.5.8 and Section 1804.5 of the International Building Code, (2) Section 2.4 of ASCE 24, or (3) their equivalent); and must be on fill that has appropriate protection from erosion and scour.
 - e. Fill slopes shall be no greater than two (2) horizontal to one (1) vertical. Flatter slopes may be required where velocities may result in erosion;
 - f. The use of fill shall not increase flooding or cause drainage problems on neighboring properties;
 - g. Fill may not be used for structural support in the coastal high hazard areas (V, VE, or V130).
- (8) Any unauthorized or construction inconsistent with plans approved by the town will be required to return the area to original conditions. This requirement includes existing properties.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-19. – Standards for areas outside of the Special Flood Hazard Area (SFHA)

Other areas of the town are subject to periodic inundation of flood waters due to acts of nature, stormwater drainage and other issues. These properties, although outside of the SFHA, need to be protected. The town wishes to minimize any potential lost due to periodic flooding by enforcing

certain requirements within the 100-year and 500-year flood zones. These flood zones have no base flood elevation data therefore the following requirements are to be enforced on all new construction and additions:

- (1) Minimum finished floor elevation.
 - a. All new non-commercial structures, not located in a special flood hazard area, shall have the lowest floor and all mechanical or electrical equipment, such as compressors, air conditioning units, etc., elevated no less than eighteen (18) inches above the highest adjacent grade of the lot. Final site grading shall insure that ponding of stormwater will not occur beneath the building, nearer than three (3) feet from the building's perimeter or any mechanical or electrical equipment.
 - b. All new commercial structures, not located in a special flood hazard area, shall have the lowest floor and all mechanical or electrical equipment, such as compressors, air conditioning units, etc., elevated not less than eighteen (18) inches above the centerline of the road. Final site grading shall insure that ponding of stormwater will not occur beneath the building, nearer than three (3) feet from the building's perimeter or any mechanical or electrical equipment.
 - c. Non-commercial developable lots outside of the special flood hazard area (SFHA) shall have an average grade of all adjacent lots. A foundation/current conditions survey shall be provided and approved prior to the foundation being poured or piers being filled prior to additional inspections being performed. Adjacent lot grades shall be measured at a minimum of twenty (20) feet into all adjacent lots.
- (2) Slab on grade foundations shall be prohibited.
- (3) Enclosed crawl space construction must be designed and certified by a professional engineer to meet the following minimum criteria:
 - a. Provide a minimum of two (2) flood vents on different walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - b. The bottom of all flood vents shall be no higher than one (1) foot above the higher of the interior or exterior grade immediately under the opening,
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- (4) The installation of outdoor faucets for shower heads, hoses, etc., are permitted as long as cutoff devices and backflow devices are installed to prevent contamination of the service components and thereby minimize any flood damages to a structure and contents;
- (5) Gas containers shall be strapped and anchored to prevent floatation or buried below grade and anchored to a reinforced concrete footing.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-20. - Standards for subdivision proposals.

All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.

- (1) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage. An access road at or above the base flood elevation shall be provided to allow emergency access during flood conditions.
- (2) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (3) Base flood elevation data shall be provided for all subdivision proposals of fifty (50) lots or more than five (5) acres or greater.
- (4) All residential subdivision proposals having fifty (50) lots or more shall be required to provide an approved evacuation plan.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-21. – Reserved

Sec. 14-22. - Coastal high hazard areas (V, VE, and Coastal A Zones).

Located within the areas of special flood hazard established in section 14-4, are areas designated coastal high hazard areas. These areas have special flood hazards associated with wave wash. The following provisions shall apply within all such areas in addition to those requirements set forth in section 14-17 of this chapter:

- (1) All new construction, addition and substantial improvements shall be located landward of the reach of mean high tide, first line of stable natural vegetation and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.
- (2) All buildings and structures shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than three (3) feet above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water.
- (3) All buildings and structures shall be securely anchored on pilings or columns, extending vertically below a grade of sufficient depth and the zone of potential scour, and securely anchored to the subsoil strata.
- (4) All pilings and columns and the attached structures shall be anchored to resist flotation, collapse, lateral movement and scour due to the effect of wind and water loads acting simultaneously on all building components.
- (5) A registered professional engineer shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in subsections 14-22(3), (4), (6), (8), (12), (13), (14) and (15) of this chapter.
- (6) There shall not be fill material used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach-compatible sand may be used. Parking slabs under structures shall be designed without grade beams, a maximum of four (4) inches in thickness, designed to break apart during storm surge scouring. The local administrator shall approve design plans for landscaping aesthetic fill only after the applicant has provided analysis by an engineer and/or soil scientist, which demonstrates that the following factors have been fully considered:

- a. Particle composition of fill material does not have a tendency for excessive natural compaction;
 - b. Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - c. Slope of fill will not cause wave run-up or ramping.
- (7) There shall be no alteration of sand dunes, which would increase potential flood damage.
 - (8) Any alteration, repair, reconstruction, or improvement to a structure shall not enclose the space below the lowest floor.
 - (9) No manufactured homes shall be permitted.
 - (10) Recreational vehicles shall not be permitted in coastal high hazard areas.
 - (11) Accessory structures shall be prohibited.
 - (12) Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located at a minimum three (3) feet above the lowest horizontal member so as to prevent water from entering or accumulating within the components during conditions of flooding. This requirement does not preclude the installation of outdoor faucets for showerheads, hoses, etc., as long as cut-off devices and backflow devices are installed to prevent contamination to the service components and thereby minimize any flood damage to the building.
 - (13) Documentation from a professional engineer must be presented to the planning, building and zoning department stating the slab placed under the building is not connected to the foundation.
 - (14) Enclosures of any kind including but not limited to storage, breakaway walls (including non-supporting), open lattice work or insect screening shall be prohibited below the base flood elevation and required freeboard. Elevators and all stairways shall be permitted provided they meet the minimum requirements of the NFIP.
 - (15) One (1) wet location switch and/or outlet connected to a ground fault circuit interrupt breaker may be installed below the required lowest floor elevation in residential and commercial construction.

(Ord. No. 18-0864, 3-13-18)

ARTICLE II. - VARIANCE PROCEDURES

[Sec. 14-23. - Establishment of appeals board.](#)

[Sec. 14-24. - Right to appeal.](#)

[Sec. 14-25. - Historic structures.](#)

[Sec. 14-26. - Functionally Dependent Uses](#)

[Sec. 14-27. - Accessory Structures and Agriculture Structures](#)

[Sec. 14-28. - Considerations.](#)

[Sec. 14-29. - Findings.](#)

[Sec. 14-30. - Floodways.](#)

[Sec. 14-31. - Conditions.](#)

[Sec. 14-32. - Effect on rights and liabilities under the existing flood damage prevention ordinance.](#)

[Sec. 14-33. - Effect upon outstanding building permits.](#)

[Sec. 14-34. - Effective date.](#)

[Secs. 14-35. - 14-45. - Reserved.](#)

Sec. 14-23. - Establishment of appeals board.

The construction board of adjustments and appeals as established by the Town of Surfside Beach shall hear and decide requests for variances from the requirements of this chapter.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-24. - Right to appeal.

Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to court.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-25. - Historic structures.

Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-26. – Functionally dependent uses.

Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

Sec. 14-27. – Accessory structures and agricultural structures.

A variance is authorized to be issued for the construction or substantial improvement of accessory structures and agricultural structures provided the requirements of this section and the following are satisfied:

1. **Accessory Structures.** A determination that the proposed accessory structure:
 - a. Represents a minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
 - b. Is larger than the size limits specified in Sec. 14-18 (5) (a)
 - c. Complies with the wet floodproofing construction requirement of Sec. 14-27 (3) below.
2. **Agricultural Structures.** A determination that the proposed agricultural structure:
 - a. Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - b. Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - c. Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.

d. Complies with the wet floodproofing construction requirement of Sec. 14-27 (3) below.

3. Wet floodproofing construction requirements. Wet floodproofed structures shall:

a. Be anchored to resist floatation, collapse, and lateral movement.

b. Have flood damage resistant materials below the base flood elevation built in accordance with technical Bulletin 2, Flood Damage Resistant Materials Requirement.

c. Have mechanical, electrical, and utility equipment in compliance with subsection 14-17 (4).

d. In special flood hazards area, have flood openings in compliance with the requirements of subsection 14-18 (4)(a)

4. Variances shall not be allowed in Coastal High Hazard Areas.

Sec. 14-28. - Considerations.

In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of the article and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage to the individual owner;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (7) The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (8) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (9) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges; and
- (10) Agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the special flood hazard area and no other alternative locations for the structure are available.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-29. - Findings.

Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and ~~resources and~~ Conservation ~~districts~~ Division, State Coordinator's Office, must be taken into account and included in the permit file.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-30. - Floodways.

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-31. - Conditions.

Upon consideration of the factors listed above and the purposes of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. The following conditions shall apply to all variances:

- (1) Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations or ordinances.
- (2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (3) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
- (4) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk ~~resulting from the reduced lowest floor elevation~~. Such notification shall be maintained with a record of all variance actions.
- (5) The local administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
- (6) Variances shall not be issued for any structure or development begun without proper permits that is not in compliance with the provisions of this chapter. Violations shall be corrected in accordance with subsection 14-16(5) of this chapter.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-32. - Effect on rights and liabilities under the existing flood damage prevention ordinance.

This chapter in part comes forward by reenactment of some of the provisions of the flood damage prevention ordinance enacted November 10, 2014, as amended, and it is not the intention to repeal but rather reenact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of this chapter shall not affect any action, suit, or proceeding, instituted or pending. All provisions of the flood damage prevention ordinance of the Town of Surfside Beach enacted on November 10, 2014, as amended, which are not reenacted herein, are repealed.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-33. - Effect upon outstanding building permits.

Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the building official or his authorized agents before the time of passage of this chapter; provided, however, that when construction is not begun under such outstanding permit within a period of sixty (60) days subsequent to the passage of this chapter, construction or use shall be in conformity with the provisions of this chapter.

(Ord. No. 18-0864, 3-13-18)

Sec. 14-34. - Effective date.

This chapter shall become effective upon adoption.

(Ord. No. 18-0864, 3-13-18)

Secs. 14-35—14-45. - Reserved.

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 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 second reading by the Mayor and Town Council of the Town of Surfside Beach.

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 _____ 2021.

Surfside Beach Town Council

Bob Hellyer, Mayor

Debbie Scoles, Pro Tempore

Bruce H. Dietrich, Town Council

Michael Drake, Town Council

Paul Holder, Town Council

Cindy Keating, Town Council

David Pellegrino, Town Council

Attest: _____
Sheri Medina, Town Clerk



4722 A Highway 17 Bypass South
Myrtle Beach, SC 29588
Ph : 843-546-2667

Letter of Transmittal

To: Jonathan Sigman
Collins Engineers, Inc.
5955 Core Road
Suite 522
North Charleston, SC 29406
Ph: (843)864-2027 Fax: (843)864-2028

Transmittal #: 258
Date: 7/16/2021
Job: 20-C-832 Surfside Fishing Pier

Subject: Change Request - 022 Rev 1: Additional 12" Piles Not Included On Pile Schedule Rev 1

- WE ARE SENDING YOU**
- Shop drawings
 - Copy of letter
 - Attached
 - Prints
 - Change order
 - Under separate cover via the following items:
 - Plans
 - Specifications
 - Samples
 - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	7/16/21	022 Rev 1	Additional 12" Piles Not Included On Pile Schedule Rev 1

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other
- PRINTS RETURNED AFTER LOAN TO US
- Resubmit ___ copies for approval
- Submit ___ copies for distribution
- Return ___ corrected prints

Remarks:

Copy To: Daniel Campbell (Collins Engineers, Inc.), Troy Roehm (LS3P Associates, LTD), William P Shanahan (Town of Surfside Beach)

*Errors & admissions insurance should pay
overstap*

From: Matt Whitley (Consensus Construction & Consu)

Signature: Matt Whitley



4722 A Highway 17 Bypass South
Myrtle Beach, SC 29588
Ph : 843-646-2687

Change Request

To: Jonathan Sigman
Collins Engineers, Inc.
5955 Core Road
Suite 522
North Charleston, SC 29408
Ph: (843)864-2027 Fax: (843)664-2028

Number: 022 Rev 1
Date: 7/16/2021
Job: 20-C-832 Surfside Fishing Pier
Phone:

Description: Additional 12" Piles Not Included On Pile Schedule Rev 1

We are pleased to offer the following specifications and pricing to make the following changes:

Provide labor, materials and equipment to install additional 12" concrete piles that were not included in the pile schedule.

- 8 ea 12" piles at monumental stairs per S-600, Volume 1
- 10 ea 12" piles at building A per S-100, Volume 2
- 8 ea 12" piles at building C per S-100, Volume 2

The total direct cost to perform this work is \$88,706.98
(Please refer to attached sheet for details.)

Change Request	Fee	\$88,706.98	20.00%	\$17,741.40
	Total:			\$106,448.38

The schedule will be impacted.

Number: 022 Rev 1
Date: 7/16/2021
Job: 20-C-832 Surfside Fishing Pier
Phone:

If you have any questions, please contact me at (843)646-2687.

Additional 12" Piles Not Included On Pile Schedule Rev 1

We are pleased to offer the following specifications and pricing to make the following changes:

Provide labor, materials and equipment to install additional 12" concrete piles that were not included in the pile

Submitted by: Matt Whitley
Consensus Construction & Consu

Approved by: _____
Date: 7/16/2021

Co: William P Shanahan (Town of Surfside Beach), Troy Roshm (LS3P Associates, LTD), Daniel Campbell (Collins Engineers, Inc.)



4722 A Highway 17 Bypass South
Myrtle Beach, SC 29588
Ph : 843-646-2667

Change Request 022 Rev 1-Price Breakdown Continuation Sheet

Description: Additional 12" Piles Not Included On Pile Schedule Rev 1

Description	Labor	Material	Equipment	Subcontract	Other	Price
Concrete Sub				\$85,295.17		\$85,295.17
Bonds					\$1,705.90	\$1,705.90
Insurance					\$1,279.43	\$1,279.43
Business License					\$426.48	\$426.48
					Subtotal:	\$88,706.98

BIDDER'S REQUEST FOR INFORMATION FORM

Project: Surfside Beach Fishing Pier Restoration

LS3P Project # 4701-172290

To: LS3P
3067 Deville Street
Myrtle Beach, South Carolina 29577

Requested By: gthornton@iconsoutheast.com
Firm: i+iconSOUTHEAST
Phone No.: (813) 326-4651
Date: April 14, 2020

E-Mail: troyroehm@ls3p.com
Attn: Troy Roehm

Related Section and Paragraph No.: 316214
Related Drawings/Details: _____

Bidder's Inquiry:

1) Please provide a pile length schedule for the various pile types for bidding purposes. There does not appear to be a bid length schedule in the provided bid documents.

2) Has there been a geotechnical report completed for the new project utilized to determine bid pile lengths? If so, can this be provided to the bidding contractors for review?

3) Will water jetting be allowed to assist in pile installation for new works and removal for demolition works?

Signed: _____

Response:

- 1) We will provide pile length schedule.
- 2) Attached are the soil profile and geotechnical report.
- 3) Jetting would have to be reviewed by USACE.

Architect's response will be issued by formal Addendum.

Signed: Troy Roehm

Date: 04.22.20

BIDDER'S REQUEST FOR INFORMATION FORM

Project: Surfside Beach Fishing Pier Restoration

LS3P Project # 4701-172290

To: LS3P
3067 Deville Street
Myrtle Beach, South Carolina 29577

Requested By: **Yira Consuegra**
Firm: **Orion Marine Construction, Inc**
Phone No.: **813-839-8441**
Date: **04-22-20**
Related Section and Paragraph No.: **Addendum 2**

E-Mail: troyroehm@ls3p.com

Related Section and Paragraph No.:

Attn: Troy Roehm

Related Drawings/Details:

Bidder's Inquiry: **Please clarify when the pile length schedule would be provided . This is a critical bid item.**

Signed: Yira Consuegra

Response

1) Refer to included Pile Schedule in this addendum.

Architect's response will be issued by formal Addendum.

Signed:



Date: 5/7/20



**SURF SIDE BEACH
PIERING PIER
RESTORATION**

**COLLINS
ENGINEERS
&
ARCHITECTS**
INCORPORATED
10000 UNIVERSITY BLVD., SUITE 100
FORT LAUDERDALE, FL 33328
TEL: 754-271-1100

LSP
LAWSON SPECTER PILING
INCORPORATED
10000 UNIVERSITY BLVD., SUITE 100
FORT LAUDERDALE, FL 33328
TEL: 754-271-1100

FOR ALL INFORMATION CONTACT:
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FORT LAUDERDALE, FL 33328
TEL: 754-271-1100

PILE LENGTHS
S-420A

READ SET 6/10/20

**PILE SCHEDULE PROVIDE FOR RFI RESPONSE:
71 ea 18" SQUARE PILES
30 ea 12" SQUARE PILES
101 ea TOTAL PILES FOR PODIUM**

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	REMARKS
1	18" SQUARE PILE	71	EA	1200.00	84000.00	PROVIDE FOR RFI RESPONSE
2	12" SQUARE PILE	30	EA	1000.00	30000.00	PROVIDE FOR RFI RESPONSE
3	TOTAL PILES FOR PODIUM	101	EA		114000.00	

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	REMARKS
1	18" SQUARE PILE	71	EA	1200.00	84000.00	PROVIDE FOR RFI RESPONSE
2	12" SQUARE PILE	30	EA	1000.00	30000.00	PROVIDE FOR RFI RESPONSE
3	TOTAL PILES FOR PODIUM	101	EA		114000.00	

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	REMARKS
1	18" SQUARE PILE	71	EA	1200.00	84000.00	PROVIDE FOR RFI RESPONSE
2	12" SQUARE PILE	30	EA	1000.00	30000.00	PROVIDE FOR RFI RESPONSE
3	TOTAL PILES FOR PODIUM	101	EA		114000.00	



TELEPHONE: (910)675-9791
FAX: (910)675-9796

Intercoastal Marine, LLC

NC GC License #74488
SC GC License #G118963

6101 Diamond Shamrock Road
Castle Hayne, NC 28429
An Equal Opportunity Employer

June 21, 2021

John O'Brien
Consensus Construction
4722 Hwy 17 Bypass S.
Myrtle Beach, SC 29588

Request for Change Order

Pile Not Included In Pile Schedule

Now that we have received the information needed to provide pricing, we propose the following for the pile not included in the pile schedule. We propose to supply materials, labor, and equipment to install the additional 12" concrete pile for the lump sum price of:

\$85,295.17

Pricing includes piles not included in pile schedule as follows:

- 8 each 12" pile at monumental stair per S-600, volume 1
- 10 each 12" pile at building A per S-100, volume 2
- 8 each 12" pile at building C per S-100, volume 2

Pricing Breakdown:

- Labor: \$33,907.22
- Equipment: \$16,621.27
- Materials: \$34,766.68

We appreciate the opportunity to quote on this project. Should you have any questions, please contact me.

SUBMITTED BY:
INTERCOASTAL MARINE, LLC
BILL HOWELL
DIVISION MANAGER

NC GC License #74488 / SC GC #G118963
BH/dkc

SEVERABILITY. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof 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.

EFFECTIVE DATE. 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 this ___ day of _____ 2021.

Bob Hellyer, Mayor

Debbie Scoles, Pro Tempore

Bruce H. Dietrich, Town Council

Michael Drake, Town Council

Paul Holder, Town Council

Cindy Keating, Town Council

David Pellegrino, Town Council

Attest:

Sheri Medina, Town Clerk

Chapter 9 MOTOR VEHICLES AND TRAFFIC¹

ARTICLE I. IN GENERAL²

Sec. 9-1. Definitions.

For the purposes of this chapter the definitions of the S.C. Code 1976, § 6-5-110 et seq., are hereby adopted and made a part of this Code.

(Ord. No. 13-0745, 5-14-13)

Cross reference(s)—Definitions and rules of construction generally, §1-2.

Sec. 9-2. Jurisdiction of municipal court.

The municipal court may try and determine criminal cases involving violations of the provisions of this chapter or provisions of the Code of Laws of South Carolina 1976, relating to motor vehicles and traffic occurring within the limits of the town when the penalty prescribed by state law for such violations does not exceed thirty (30) days' imprisonment and/or a fine of five hundred dollars (\$500.00) plus fees and assessments. The municipal court may have trial jurisdiction over such criminal cases the same as magistrates. The municipal court may also have jurisdiction as prescribed by the South Carolina Supreme Court, consistent with state law.

(Ord. No. 13-0745, 5-14-13)

Cross reference(s)—Municipal court generally, Ch. 10.

State law reference(s)—Jurisdiction of municipal courts, S.C. Code 1976, § 56-5-6150.

¹Cross reference(s)—Ordinances prescribing traffic regulations for specific locations saved from repeal, § 1-10(12); vehicles used for refuse collection, § 7-20; junked automobiles on streets, alleys, sidewalks, § 7-61; motor vehicles abandoned on public property, § 7-62; blowing horns, sounding signal devices on motor vehicles as a nuisance, § 7-92; nuisance motor vehicles, § 7-95; unlawful discharge of exhaust from motor vehicles, § 7-97; loudspeakers and amplifiers on motor vehicles for advertisement purposes, § 7-105; miscellaneous offenses, Ch. 8; sleeping in automobiles, § 8-2; municipal court, Ch. 10; police department, § 11-41 et seq.; streets, sidewalks, beaches, other public places, Ch. 12; motor vehicles on beaches, § 12-71; parking of motor vehicles in public parking access areas of beaches overnight, § 12-72; zoning provisions re parking of vehicles, trailers, etc., §§ 17-294, 17-295.

State law reference(s)—Uniform Act Regulating Traffic on Highways, S.C. Code 1976, § 56-5-10 et seq.; spilling debris on highway, S.C. Code 1976, § 56-5-4100; placing foreign substances on highways, S.C. Code 1976, § 57-7-20; powers of local authorities, S.C. Code 1976, § 56-5-710; signs giving notice of certain regulations required, S.C. Code 1976, § 56-5-720; local regulations regarding pedestrians, S.C. Code 1976, § 56-5-3120; accident reports, S.C. Code 1976, § 56-5-1360.

²Editor's note(s)—Ord. No. 13-0745, adopted May 14, 2013, amended Art. I, §§ 9-1—9-17, in its entirety to read as herein set out. Former Art. I, §§ 9-1—9-17 pertained to the same subject matter. See the Code Comparative Table for complete derivation.

Sec. 9-3. Reckless operation of bicycles.

It shall be unlawful for any person to operate any bicycle in the town in a reckless or dangerous manner.

(Ord. No. 13-0745, 5-14-13)

Sec. 9-4. Standing, parking beside roadway for certain purposes.

No person shall stand or park a vehicle alongside any roadway for the principal purposes of displaying it for sale, or washing, greasing, or repairing such vehicle except repairs necessitated by an emergency. Vehicles may be parked in the residential areas of town in the public right-of-way adjacent to the vehicle owner's property for the purposes of displaying it for sale during daylight hours only.

(Ord. No. 13-0745, 5-14-13)

Sec. 9-5. Blocking streets and alleys.

No person shall stop, stand, or park any vehicle upon a street ~~other than an alley~~, in such a manner or under such conditions as to obstruct the well-traveled portion of the roadway, except that a driver may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals of a police officer. No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten (10) feet of width of the roadway for the free movement of vehicular traffic.

(Ord. No. 13-0745, 5-14-13)

Cross reference(s)—Streets and sidewalks generally, Ch. 12.

Sec. 9-6. Using vehicle for advertising.

No persons shall operate or park on any street any vehicle for the primary purpose of advertising.

(Ord. No. 13-0745, 5-14-13)

Sec. 9-7. No parking places.

It shall be unlawful at any time for a person to permit any vehicle, golf cart, or trailer to stop, stand, or park in any of the following places, except when necessary to avoid conflict with other traffic, or in compliance with the direction of a police officer or traffic control device:

- (1) At any place where official signs prohibit parking.
- (2) On any sidewalk.
- (3) Within thirty (30) feet of any intersection not otherwise designated for parking.
- (4) Within ten (10) feet of any beach access, driveway and entrance or exit to any parking lot.
- (5) On any private property without consent of the owner.
- (6) Within fifteen (15) feet of a fire hydrant.
- (7) In any metered space, pay station area, or upon any public right-of-way with the vehicle facing against the proper flow of traffic unless directed by a law enforcement officer.

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(Supp. No. 30)

~~(8) Upon any public right-of-way with the vehicle parked in any manner other than parallel perpendicular with the roadway and facing with proper flow of traffic unless within a legally marked and designated parking space~~

The provisions of this section shall apply to all off-street parking facilities owned or operated by the town and to town rights-of-way.

(Ord. No. 13-0745, 5-14-13; Ord. No. 13-0758, 8-27-13; Ord. No. 14-0772, 3-25-14)

Sec. 9-8. Definitions.

For the purpose of this section, the following terms shall have the following meanings, unless the context indicates a different meaning is intended:

Boot means a device designated and manufactured to be attached to the wheel or tire of a vehicle to restrict the normal movement of a vehicle, ~~as authorized by the town~~. The device shall also be referred to as an "immobilization device" or "immobilization equipment" or the use of this device as "immobilization" or "immobilized."

Dates and times of enforcement for meters and pay station areas only means March 1st through October 31st annually, from the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday.

Metered Area means a designated area where a parking meter is installed and where a vehicle may be temporarily parked and allowed to remain for the period of time indicated on the ~~Parking M~~meter.

Parking Mmeter means a mechanical or electronic device located upon a public street or in a place designated as a ~~M~~metered Area ~~hereafter defined~~, which device shall record a certain number of minutes by the use of a mechanism determining the period of time for which parking privileges may be extended to the person depositing a coin or electronic payment therein.

Pay Station means any mechanical or electronic device, except a ~~P~~parking ~~M~~meter, that requires a monetary or electronic payment in exchange for authorized parking in designated ~~public p~~arking ~~A~~reas.

Pay Station Area means a designated area where parking is allowed upon payment of U.S. currency or electronic payment resulting in the issuance of a voucher or receipt to be properly displayed on the vehicle and where a vehicle may be temporarily parked and allowed to remain for the period of time indicated on the voucher, receipt or ~~mechanical or electronic p~~ay ~~s~~tation ~~d~~evice.

Vehicles shall also include ~~automobiles, trucks, motorcycles, trailers, golf carts, or other obstructions.~~

(Ord. No. 13-0745, 5-14-13)

Sec. 9-9. Charges.

~~(a) Pier parking lot pay stations, Yaupon parking lot, and all beach access parking lots east of Ocean Boulevard. Hourly charges are hereby established at the rate of two dollars (\$2.00) per hour, plus various transaction fees and said charges are subject to annual review by Town Council.~~

~~(b) Value parking — 112 — 114 13th Avenue South parking lot (west of Ocean Boulevard). Hourly charges are hereby established at the rate of fifty cents (\$0.50) per hour, plus various transactions fees. Said charges are subject to annual review by Town Council.~~

~~(c) All other Parking Lots, Parking Mmeters, and Ppay Stations. Hourly charges are hereby established at the rate of onetwo dollars (\$2.00) and seventy five cents (\$1.75) per hour, plus various transaction fees, ~~except~~~~

~~for the pier parking lot as stated in subsection (a) above and value parking as stated in subsection (b) above.~~
Said charges are subject to annual review by ~~T~~own ~~C~~ouncil.

(~~b~~) ~~Daily charges; expiration.~~ Daily charges are hereby established at the rate of ten dollars (\$10.00) per day. Expiration of daily rates is 7:00 p.m. on the day of issue.

(~~c~~) ~~Weekly charges; expiration.~~ Weekly charges are hereby established at the rate of ~~forty~~ ~~fifty~~ dollars (\$~~4~~~~5~~0.00) per week, which expires at midnight on the seventh day from issue counting the issue day (i.e., Saturday to Friday midnight; Sunday to Saturday midnight; Monday to Sunday midnight, etc.)

(~~d~~) ~~Surfside Drive parking.~~

- (1) ~~C2 Business District.~~ Parking spaces on Surfside Drive ~~in the C2 Business District~~ from Highway 17 Business ~~east~~ to Poplar Drive shall be limited to two (2) hours, except for one (1) space on the north side of Surfside Drive which shall be permanently designated as "ten-minute parking only." The two (2) hour parking restriction shall be enforced from 9:00 a.m. to 5:00 p.m. daily, except Saturday and Sunday.
- (2) ~~Poplar Drive to Hollywood Drive.~~ Vehicles without current decals parked in town rights-of-way between Poplar Drive and Hollywood Drive shall comply with Chapter 9 of the Town Code of Ordinances.
- (3) ~~Hollywood Drive to Pinewood Drive.~~ Parking in spaces located on Surfside Drive between Hollywood Drive and Pinewood Drive is limited to one (1) hour.
- (4) ~~Decal parking.~~ Vehicles displaying current Town of Surfside Beach parking decals are exempt from time limitations regardless of where they are parked on Surfside Drive.

(Ord. No. 13-0745, 5-14-13; Ord. No. 14-0772, 3-25-14; Ord. No. 14-0787, 11-10-14; Ord. No. 15-0801, 5-12-15; Ord. No. 16-0822, 3-8-16; Ord. No. 17-0854, 11-14-17; Ord. No. 19-0887, 2-26-19)

Sec. 9-10. Method of using; failure to deposit U.S. currency, electronic payment or pay at pay station.

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- (a) The owner or operator of any ~~V~~ehicle, upon entering a ~~P~~arking ~~M~~meter space where a ~~P~~arking ~~M~~meter is installed, shall immediately deposit the appropriate United States currency or make an electronic payment in the ~~P~~arking ~~M~~meter within that ~~P~~arking ~~s~~pace, and shall operate the ~~P~~arking ~~M~~meter in accordance with the instructions thereon. The deposit of the appropriate United States currency or an electronic payment in a ~~P~~arking ~~M~~meter will permit the parking of that ~~V~~ehicle for a period of time indicated by the ~~P~~arking ~~M~~meter.
- (b) The owner or operator of any ~~V~~ehicle, upon entering a ~~parking lot or area where a Ppay Sstation aArea, is installed~~ shall immediately deposit some form of accepted United States payment whether it be by cash or by electronic payment into the ~~P~~ay ~~S~~tation within that ~~Pay Station parking lot area or any other town designated pay station within town~~ and shall follow the instructions of that ~~p~~ay ~~s~~tation and leave, in plain sight, a parking voucher or receipt on the dashboard of parked ~~V~~ehicle.
- (c) It shall be unlawful for any person to park any ~~automobile, Vvehicle, trailer or obstruction of Vvehicle of~~ any kind within a ~~that~~ marked parking space or parking lot where a ~~p~~arking ~~m~~eter or ~~P~~ay ~~S~~tation is installed without depositing the appropriate United States currency or making an electronic payment or providing a payment voucher from a ~~P~~town-designated-pay ~~S~~tation for the time the ~~V~~ehicle shall be so parked in the parking area. The owner of the ~~v~~ehicle parked in violation of this section shall be responsible for the violation thereof.

(Ord. No. 13-0745, 5-14-13)

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(Supp. No. 30)

Sec. 9-11. Parking within marked spaces.

It shall be unlawful for any person operating any **V**ehicle to stop, stand or park that **V**ehicle on any of the streets or parking areas of the town where any **P**arking **M**eter or **P**ay **S**tation may have been installed and where parking spaces are provided therefore, except within the limits so provided by [this Chapter 9, the marked areas](#).

(Ord. No. 13-0745, 5-14-13)

Sec. 9-12. Overtime parking.

It shall be unlawful for any person, having deposited a coin or other accepted payment of the United States in a **P**arking **M**eter or **P**ay **S**tation and having parked a **V**ehicle within a **M**etered **A**reaspace adjacent to a **P**arking **M**eter or a space designated and controlled by a **P**ayparking **S**tation to permit **their** **his** vehicle to remain in that parking area for a period longer than the time for which that coin or payment had been deposited in that **P**arking **M**eter or **P**ay **S**tation.

(Ord. No. 13-0745, 5-14-13)

Sec. 9-13. Use of slugs, etc., prohibited.

It shall be unlawful to deposit or cause to be deposited in any **P**arking **M**eter or **P**ay **S**tation in the town, any substitute or device of any nature or description for any coin or currency of the United States or any fraudulent electronic payment.

(Ord. No. 13-0745, 5-14-13)

Sec. 9-14. ~~Injuring~~Impairing** or tampering with meters or pay stations.**

It shall be unlawful for any person to deface or tamper with, damage, open, break, destroy or impair the usefulness of any **P**arking **M**eter or **P**ay **S**tation ~~installed pursuant to this chapter~~.

(Ord. No. 13-0745, 5-14-13)

Sec. 9-15. Interpretation of chapter.

Nothing contained in this division shall be constructed to permit the parking of **V**ehicles in those spaces where parking is prohibited.

(Ord. No. 13-0745, 5-14-13)

Sec. 9-16. Decals and exemptions.

(a) ~~Parking decals. In this paragraph (a), the word Vehicle excludes trailers and other obstructions golf carts. Parking decals will be placed on the Vehicle in the lower left corner of the windshield. The decal shall be valid for the calendar year in which issued. Said decal will show the (1) decal number issued and (2) the year for which decal is valid. Such decal shall allow the Vehicle to park free of charge at a Metered Area and Pay Station when space is available. Such decals shall also allow golf carts to park free of charge in golf cart only designated parking areas when space is available.~~

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- (1) ~~Full time resident Vehicles including golf carts. All persons residing within the corporate limits of the town shall be entitled to one (1) free decal per Vehicle, to be issued by the town, upon verification that current vehicle registration is registered in the corporate limits of the town. Such decal will be placed on the vehicle pursuant to instructions given by town hall staff when obtaining the decal. The decal shall be valid for the calendar year in which issued. Said decal will show (1) decal number issued and (2) year for which decal is valid. Such decal shall allow the vehicle to park free of charge at metered and pay station areas when space is available. Such decal shall also allow golf carts to park free of charge in golf cart only designated parking areas when space is available.~~
- (2) ~~Non-resident residential property owner Vehicles including golf carts. All non-resident residential property owners within the corporate limits of the town shall be entitled to two (2) free decals for two (2) Vehicles per property, to be issued by the town, only upon verification of proof of property ownership. A name on the Vehicle registration must be the same as a name on the property tax record to show proof of property ownership. Additional decals may be purchased for the sum of forty dollars (\$40.00) for each additional Vehicle upon verification of proof of property ownership. Such decal will be placed on the vehicle pursuant to instructions given by town hall staff when obtaining the decal. The decal shall be valid for the calendar year in which issued. Said decal will show (1) decal number issued and (2) year for which decal is valid. Such decal shall allow the vehicle to park free of charge at metered and pay station areas when space is available. Such decal shall also allow golf carts to park free of charge in golf cart only designated parking areas when space is available.~~
- (3) ~~Merchant and patron validation program. Merchants, including vacation rentals by owners (VRBO), may be issued validation codes and passes upon request from the town's parking management company. Merchants should contact Town Hall (843-913-6111) to obtain the correct contact information. A three-day notice is required for programming and code issuance. Rates for Merchant and Patron Validations shall be the same as those stipulated in section 9-9, Charges.~~
- (4) ~~Beach access parking. All golf carts may park free of charge at beach accesses when space is available, except at Metered Areas meters or Pay Station Areas, provided that no golf cart may be of a length or parked in a manner to block access to or travel through the beach accesses. parking lots (Exceptions: parking decals for full time residents, see subsection 9-16(a)(1); parking decals for nonresident property owners, see subsection 9-16(a)(2), and for seasonal nonresident parking passes subsection 9-16(a)(5)), or when prohibited by signs.~~
- (5) ~~Nonresident parking passes. Up to one hundred (100) nonresident parking decals may be sold during each parking season at a cost of two hundred dollars (\$200.00) each. Town council reserves the right to review, repeal and/or amend this section.~~

~~i. Nonresidents shall be issued a parking decal with a yellow center.~~

~~ii. Vehicles with a nonresident decal shall be prohibited from parking in the pier parking lot, but may park at any other legal parking place without paying the Parking Meter or Pay Station.~~

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iii. ~~Those purchasing a nonresident parking decal shall sign a copy of this section to acknowledge that the decal does not allow free parking in the pier parking lot.~~

(6) ~~Annual Guy Daniels Surfjoff Event and other special events. Upon approval of the Town Council, P parking permits for free parking at Parking Meter Areas metered spaces and/or Pay Station Areas in parking lots shall be issued to participants~~

~~in the event. All other parking rules shall remain in effect and are subject to enforcement.~~

(7) ~~Permit parking. Parking spaces on the west side of Ocean Boulevard beginning at 15th Avenue North and ending at Melody Lane designated as permit parking shall be reserved for v vehicles displaying a current town issued parking decal.~~

(8) ~~Prohibited parking. Parking other than permitted under 9.16(a)(7) above, shall be prohibited on the east side of Ocean Boulevard, except between 16th and 17th Avenues North in the Metered Area.~~

(9) ~~Bike events trailer parking. Free motorcycle trailer parking shall be allowed in the 13th Avenue South Metered Area parking lot and the 16th Avenue North metered area parking lot during the spring and fall bike week events. Owners shall be solely responsible for any damage or loss that might occur.~~

(b) ~~Golf carts without town issued parking decals. Golf carts without a town issued parking decal must pay applicable fees while parking at Metered Areas and in Pay Station Areas.~~

(c) ~~Disabled Veterans and Purple Heart Recipients are exempt from paying parking fees. Free parking is provided to When a V vehicle that displays a disabled veterans or Purple Heart license plate issued by the department of motor vehicles or appropriate authority.~~

(d) ~~Handicapped persons are exempt from payment of paying parking fees. Free parking is provided to When a V vehicle that displays a handicapped license plate issued by a proper authority, or a handicapped windshield hanger, provided however either the driver of or a passenger in a v vehicle displaying a handicapped license plate or windshield hanger must be a "handicapped" person.~~

(e) ~~Employees. Every town employee shall be entitled to one (1) decal, which will allow the employee to park free of charge in Metered Areas or Pay Station Areas, subject to conditions set forth hereinabove in paragraph (a) and other applicable ordinances. Employee shall present his or her employee identification card along with the V vehicle registration for the V vehicle on which the decal will be applied.~~

(f) ~~30-day employee decals. The town shall issue 30-day decals for employees of the E-District or other applicable any commercial districts that shall entitle the V vehicle to park in permit-only parking areas, any parallel parking spot permit on Surfside Drive. The charge for said 30-day decal shall be twenty dollars (\$20.00) per month, and shall expire on the last day of the month issued, regardless of the issuing date.~~

~~The charge for said 30 day decal shall be \$20.00 per month and shall expire on the last day of the month issued, regardless of the issuing date~~

(Ord. No. 13-0744, 4-17-13; Ord. No. 13-0745, 5-14-13; Ord. No. 14-0772, 3-25-14; Ord. No. 14-0787, 11-10-14; Ord. No. 15-0798, 4-14-15; Ord. No. 15-0807, 8-10-15; Ord. No. 15-0815, 11-10-15; Ord. No. 16-0821, 2-23-16; Ord. No. 17-0837, 2-28-17; Ord. No. 20-0908, 2-25-20)

State law reference(s)—Similar provisions, S.C. Code 1976, § 56-5-2585.

Sec. 9-17. Penalties. [amended July 27, 2021 Ord. No. 21-0934- will be retained as amended]

(Ord. No. 13-0745, 5-14-13)

a. Violations of this Chapter

Where no specific penalty is provided, violations of the provisions of this Chapter, other than parking violations, shall be subject to the general penalty provisions of Chapter I, Section 1-16, of this Code.

b. *Parking violations*

Any person who violates any provision of sections 9-7, 9-10, 9-11 or 9-12 or fails to comply with any of the requirements therein shall be guilty of a civil infraction and shall be subject to a fine of twenty-five dollars (\$25.00). If a violator fails to pay the fine within thirty (30) days of the issuance of the citation, then the town may invoke any remedy permitted by law for debt collection, including but not limited to, Vehicle impoundment or immobilization. Each day of a continuing violation of this article shall be considered a separate and distinct offense and may result in cumulative fines. When the owner of a Vehicle, or their agent, makes proper payment of a parking violation within thirty (30) days of issuance of the citation, there will be no increases in the twenty-five-dollar (\$25.00) fine assessed. On the thirtieth day after issuance, the fine will increase to seventy-five dollars (\$75.00).

- (i) *Parking.* Violations shall be issued on a uniform summons used by the Police Department or the town's parking contractor for parking violations.
- (ii) *Parking Violations shall only be cited by police officers, authorized code officials or authorized parking contractor representatives.*
- (iii) *Parking Violations shall be subject to the jurisdiction of the town's municipal court or the adjudication process as approved by the Town Council for parking violations.*
- (iv) *Adjudication*
 - (i) *Technical level adjudication.* When parking citations involve technical issues (e.g., broken meter, etc.), violators shall have the right to administrative appeal. The town may delegate the appeal process for technical matters to an authorized designee, to include the parking contractor's representative.
 - (ii) *Administrative level adjudication.* All violators not prevailing at this level shall also have a right to request a hearing before an independent hearing officer (approved by the town) provided that the request to schedule a hearing is received within fifteen (15) days of notification of the denial of the parking contract's technical appeal. at no time shall the hearing be scheduled more than sixty (60) days after the request for an appeal. If the violator is not able to attend the hearing in person, the hearing can be held by telephone. Such requests must be included on the original hearing request form. Violators shall be notified of the hearing officer's decision within seven (7) business days after the hearing concludes.
 - (iii) *Request and right to criminal adjudication.* Persons who receive a parking citation and have exhausted the technical and administrative appeal process may elect to invoke the right of bench trial or jury trial upon their written request for and acceptance of a warrant in substitution of each parking citation issued. Upon receiving a request for such trial, a warrant may be issued, and a courtesy copy of that warrant will be mailed to the owner's address listed in the vehicle's registration information along with the date and time of the trial. The original warrant will be served at the time of the trial. Service of a warrant vests the municipal court with jurisdiction to hear and dispose of the charge for which the warrant was issued and served. If convicted, the person shall be punished for each violation in accordance with the local ordinance that governs a misdemeanor charge.
 - (iv) *Violators may be subject to set-off debt process.*
 - (v) *Towing and Booting.* Whenever there is found any Vehicle upon the public streets or highways, or upon the town rights-of-way, property or parking lots, with an assessed fine of seventy-five dollars (\$75.00) or more violations, the Vehicle may be towed and/or Booted, under the direction of the police department.

(vi) *Release of Vehicles.* The owner of such towed and/or Booted Vehicle shall pay the fines owed on the Vehicle at the municipal court or such other place as indicated on the issued citation; and the current tow rate and any storage rate assessed by the towing agency prior to getting the Vehicle released.

(vii) *Written notice.* A written notice shall be sent to the registered owner of the Vehicle after thirty (30) days of issuance of the parking ticket if it has not been paid.

Sec. 9-18. Pay only parking lots.

The town's leased parking lot at 4th Avenue North is a pay only parking lot and shall require all users, including Vehicles with town decals parked therein, to pay.

(Ord. No. 15-0796, 3-10-15)

Secs. 9-19—9-22. Reserved.

ARTICLE II. MOVING TRAFFIC VIOLATIONS

Sec. 9-23. Driving across private property.

It shall be unlawful for any person driving a vehicle to use the driveway of any private property, filling station, or service station, or other commercial property in the town as a roadway or thoroughfare.

Sec. 9-24. Prohibited turns.

It shall be unlawful for any person driving a vehicle to make any "U" turn or other turn prohibited at any point where such turn is prohibited, and it shall be unlawful to accomplish a "U" turn by deviously going into or through private property adjoining the street where such turn is prohibited.

(Code 1969, § 12-25)

Sec. 9-25. Careless operation of a vehicle.

It shall be unlawful for any person to operate any vehicle without care and caution and due regard for the safety of persons or property. Any person failing to operate a vehicle with care and caution and due regard for the safety of persons and property shall be guilty of the offense of careless operation of a vehicle. In accordance with state law, it shall be unlawful for any person to operate The operation of any vehicle when the same or any of its components is not in proper or safe condition, and such shall be prima facie evidence of careless operation of a vehicle. Careless operation of a vehicle is unlawful and may be a lesser included offense of "reckless driving."

(Ord. No. 90-0291, 2-6-90)

Secs. 9-26—9-30. Reserved.

ARTICLE III. TAXICABS³

Sec. 9-31. Definitions.

As used in this article, the term "taxicab" shall mean any motor driven vehicle, except a vehicle designed to carry over twelve (12) passengers, in which the public is transported from place to place for hire.

(Ord. No. 87-0246, 9-14-87)

~~Sec. 9-32. License. Sec. 9-32-9-38 Reserved~~

~~(a) Required. Any person operating a taxicab within the town shall first be required to obtain a business license.~~

~~(b) Application, fee. Any person desiring a business license to operate a taxicab in the town shall file with the finance department an application for such license upon forms to be furnished by the town, together with remittance in the amount of the license fee as provided by the business schedule. The police department will indicate their approval or disapproval of each taxicab application.~~

~~(c) Transferability. No license granted under this section shall be transferable as to person or location except by special permission of the town council, as the town council may deem fit and proper, or as otherwise provided in this article.~~

~~(Ord. No. 87-0246, 9-14-87)~~

~~Sec. 9-32? 9-38 [reserved]. Liability insurance.~~

~~Every holder of a taxicab license shall save and hold harmless the town and public at large, from all liability which may in any manner result from the operation of its taxicabs. The licensee shall maintain for each taxicab, personal and property liability insurance in any amount not less than fifty thousand dollars (\$50,000.00) personal injury, one hundred thousand dollars (\$100,000.00) per occurrence, and fifty thousand dollars (\$50,000.00) property damage. The policy shall be endorsed to provide that such policy may not be canceled until the expiration of five (5) days after notice of intended cancellation has been given, in writing, to the finance department by registered mail or personal delivery of such notice.~~

~~(Ord. No. 87-0246, 9-14-87)~~

~~Sec. 9-34. Qualification of drivers.~~

~~All taxicab drivers shall be at least eighteen (18) years of age, and shall have a current, valid state driver's license.~~

~~(Ord. No. 87-0246, 9-14-87)~~

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³State law reference(s)—Authority to require license, S.C. Code 1976, § 56-1-20.

~~Sec. 9-35. Required equipment.~~

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~~All taxicabs shall be equipped in accordance with state and federal regulations governing the equipment required for the operation for motor vehicles. In addition, the following equipment is required:~~

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- ~~(1) Speedometer. Every taxicab shall be equipped with a standard speedometer properly installed, maintained in working order and exposed to view. No taxicab shall operate while such speedometer is out of repair or disconnected.~~
- ~~(2) Fire extinguisher. Each taxicab shall have a fire extinguisher of two and one-half (2½) pounds permanently mounted in a location giving easy access to the taxi driver in case of emergency.~~
- ~~(3) Seatbelts. Each taxicab shall have working seatbelts for every person in the cab. No cab shall transport more people than there are seatbelts for.~~
- ~~(4) Taximeter. Each taxicab shall be equipped with a taximeter, driven direct from the taxicab transmission to the taximeter head itself, as the instrument for calculating fares. The device must meet the standards set by the City of Myrtle Beach for determining and display of those fares.~~

~~{Ord. No. 87-0246, 9-14-87}~~

~~Sec. 9-36. Required doors; maintenance.~~

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~~Vehicles shall conform to the requirements and procedures set forth in this section in order to be operated as taxicabs:~~

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- ~~(1) All bodies must have at least four (4) doors, so constructed that they may be opened from the inside and outside.~~
- ~~(2) The interior and exterior of each taxicab shall be maintained in a clean and mechanically safe condition at all times.~~

~~{Ord. No. 87-0246, 9-14-87}~~

~~Sec. 9-37. Inspection by police department.~~

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~~The police department shall have the right to enter into any taxicab for the purpose of determining its conformity to the requirements of this article.~~

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~~{Ord. No. 87-0246, 9-14-87}~~

~~Sec. 9-38. Fares.~~

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~~Fares shall not exceed those set by the City of Myrtle Beach.~~

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~~{Ord. No. 87-0246, 9-14-87}~~

Sec. 9-39. Hawking and solicitation.

No taxicab driver or taxicab company shall be allowed to do any hawking or soliciting from the vehicle on the public ways and sidewalks of the town.

(Ord. No. 87-0246, 9-14-87)

Sec. 9-40. Receiving and discharging passengers.

Taxicabs shall receive and discharge passengers at the curb or sidewalk or at the side of the road. No taxicab shall receive or discharge any passenger in any roadway within the town limits.

(Ord. No. 87-0246, 9-14-87)

Sec. 9-41. Deceiving passengers.

No driver shall deceive or attempt to deceive any passenger who may ride or who may desire to ride in such taxicab, as to the destination or the rate of fare to be charged, nor shall any driver convey any passenger to the wrong destination or take longer routes to the passenger's destination than necessary, unless so requested by the passenger.

(Ord. No. 87-024, 9-14-87)

Sec. 9-42. ~~[reserved] Engaging taxicab with fraudulent intent.~~

~~It shall be unlawful for any person in the town to engage or use any taxicab not intending at the time when such taxicab is engaged to pay the legal fare with the intent to defraud the owner or driver of such taxicab of such fare.~~

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~~{Ord. No. 87-0246, 9-14-87}~~

ARTICLE IV. WRECKER AND TOW SERVICES AS REQUIRED BY THE POLICE DEPARTMENT

Sec. 9-43. Generally.

Whenever a police officer finds a ~~motor v~~vehicle ~~or other vehicle~~ that has been abandoned or wrecked upon the public streets or ~~right of~~ ways of the town, or upon town property, or that has been parked in violation of a town ordinance or state law, or the ~~v~~vehicle has been, or is being used, in the commission of a crime, such officer may have the ~~v~~vehicle removed by a wrecker to the storage lot or garage operated by such wrecker. Vehicles removed under the above conditions shall be held until claimed by the legal owner or otherwise disposed of as provided by state statute.

Note. Vehicles being used in the commission of a crime, whether traffic or criminal shall only be towed by the police department's designated tow service.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-44. Wrecker and storage fees.

~~(a) — Schedule of authorized fees for services:~~
~~Fee~~

During normal business hours of 7:00 a.m. to 5:00 p.m.

Ordinary tow for car, van, pickup truck, etc. to garage or storage area (no complications) \$100.00

Furnish dollies "extra" (price includes setting vehicle on dolly) ~~20.00~~

TOTAL 120.00

After 5:00 p.m. and before 7:00 a.m.

Ordinary tow for a car, van, pickup truck, etc. to garage or storage area (no complications) 125.00

Furnish dollies "extra" (price includes setting vehicle on dollies) ~~20.00~~

TOTAL 145.00

Winching a car, van or a pickup truck, etc. from a beach, over an embankment, etc.; or any unusual or exceptional call involving an extensive amount of time or an increased difficulty. Winching shall only be done for cause. Maximum 100.00

Storage per day for vehicles, car(s), van(s), boat(s), pickup truck(s), motorcycle(s), etc., per day 30.00

No storage charges will be incurred if a towed vehicle is removed from the storage lot within twenty-four (24) hours of the tow.

Release of towed vehicle after regular business hours, between 5:00 p.m. and 7:00 a.m. Monday through Friday and weekends, holidays 40.00

(b) Rates and charges shall be as set forth in the agreement between the tow companies and Police Department. These rates and fees charged by the towing companies shall be to the account of the Vehicles owner.

(b) Generally:

~~(1) All tow companies shall respond within thirty (30) minutes, once notified by the police dispatcher. (2) These rates and fees charged by the towing companies shall be to account of the vehicle owner, are the maximum allowed under this article. This does not preclude the charging of lesser amounts.~~

(3) No stored or impounded vehicle shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been paid. The towing and storage charges shall be collected by the wrecker service.

(4) All rates approved by the town shall be posted in a conspicuous place in each office of the wrecker service. All towing and storage charges will be itemized on an invoice or receipt when charges are paid. No charges, other than towing and storage, will be made in any vehicle without prior written approval from the owner or his agent.

(Ord. No. 91-0307, 10-1-91; Ord. No. 00-0448, 7-11-00; Ord. No. 05-0568, 7-12-05; Ord. No. 09-0648, 1-26-09)

Sec. 9-45. Use of police radio prohibited.

It shall be unlawful for the owner, agent or driver of any wrecker or towing service to go to the location of a disabled or damaged vehicle by reason of information received by police radio or to interfere in any manner with police radio calls. No provision of this section, however, shall prohibit the owner, agent or driver of any wrecker or towing service from monitoring police radio calls for the purpose of ascertaining whether the correct rotation for police requested towing has been used.

(Ord. No. 91-0307, 10-1-91)

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Sec. 9-46. Wreckers to go to accident only when properly called.

It shall be unlawful for the owner or agent of any wrecker or towing service to go to any place where an accident has occurred ~~and to which police have been dispatched~~ unless called by the police dispatcher. Responding to a call upon notice from a gas station attendant(s), taxicab drivers or unauthorized persons shall be considered a violation of this chapter.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-47. Solicitation of wrecker or towing service.

It shall be unlawful for the owner or agent of any wrecker or towing service to drive along or park on any street(s), bridge(s), or highway soliciting wrecker or towing service. In the event of mechanical breakdowns ~~or minor accidents~~ not involving the police department, the operator of ~~an automobile or a v~~Vehicle shall be allowed to call a wrecker or towing service of ~~their~~ his choice, ~~provided the wrecker or towing service of his choice has a business license to operate in the town.~~

(Ord. No. 91-0307, 10-1-91)

Sec. 9-48. Solicitation of business and enticement to solicit prohibited.

It shall be unlawful for any town employee to solicit business for any wrecker or towing service and any employee guilty of violating these provisions ~~shall forfeit his or her right to continue as such employee and~~ shall be subject to discharge. It shall be unlawful for any owner, agent or driver of a towing service to entice or engage a town employee to solicit business for the service in exchange for payment whether monies, a gift or gratuity, and the offending service shall forfeit its eligibility for towing service with the town.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-49. Emergency wrecker service.

The police dispatcher shall call any wrecker ~~licensed to conduct business in town. having a business license issued by the town~~ requested by the owner of a ~~v~~Vehicle damaged or disabled in a street or public place. If no wrecker service is designated by the ~~v~~Vehicle owner, the police dispatcher shall call the next emergency towing service from the top of the rotation list.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-50. Wrecker and towing services by rotation.

The ~~chief of police department or his agent~~ shall maintain an "emergency services rotational towing list." This list shall be maintained in the dispatch office of the police department. This list will contain the approved towing service companies that have complied with this chapter, and have a valid business license ~~to do business in town.~~ The emergency services rotational list of approved towing companies ~~shall may~~ be for a period of one (1) year, to begin each ~~September~~January 1 with ~~leave an option~~ for reapplication for ~~each an~~ additional one-year term thereafter.

The police dispatcher shall call the next tow company from the top of the rotational towing list when a call for service is received, should that tow company not be able to respond for any reason, then the next tow company in rotation shall be called.

(Ord. No. 91-0307, 10-1-91; Ord. No. 14-0769, 2-11-14)

Sec. 9-51. Eligibility for police requested towing.

Any firm may become eligible to participate in the rotational towing service if it has a valid license to do business in the corporate limits of the town and conforms to the rules and requirement established herein. Any firm may having its main business operation within the town limits shall become eligible to participate in the emergency police towing operations and may apply by applying to the chief of police department or his authorized representative to be placed on the rotational towing list. The application shall contain the following information:

(1) *Business operation:*

- a. *Name of firm.* Indicate whether corporation or partnership, list all parties having a financial interest in the corporation or partnership, list all parties having a financial interest in the towing firm including names and addresses.
- b. *Attendants and drivers.* List names and addresses of all attendants and drivers who will conduct the police towing service, as well as number of years employed, training received by those attendants and drivers and experience of the personnel in the conduct of the business.
- c. *Equipment.* Describe available equipment to be used in police towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.
- d. *Communications.* Describe the method of operation of the communications system between place of business and operating tow truck(s), as well as the means utilized for ensuring prompt dispatch of trucks upon receipt of a call from the police department.
- e. *Other facilities and personnel available.* List all provisions for recordkeeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.
- f. *Renewal requirements.* Operators and drivers of tow vehicles will provide a current copy of their driver's license and a copy of their motor vehicle record each year at time of renewal.
- g. *Required to comply.* Those wrecker and tow companies that presently do not maintain a tow business and an impound storage lot within the incorporate limits of the town must have such business and impound and storage lot within the corporate limits of the Town. will have six (6) months or until the renewal of their present business license to conform with these ordinances after which they will be removed from the rotational list until they comply.
- h. *Response time.* Verify the tow company's ability to arrive at the scene within the corporate limits of the town within 30 minutes, once notified by the police dispatcher.

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(2) *Business location and storage lot:*

- a. *Primary business locations.* List location of primary business operation within the corporate limits of the Town, including dimensions and type of facilities available.
- b. *Storage lot.* List location of storage lot(s), within the corporate limits of the town, dimensions thereof, screening and maintenance provided at the lot(s), and theft insurance providing protection to the owners of the vehicles stored. Such storage lots shall be within the corporate limits of the Town.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-52. New applications for rotational service.

Any firm otherwise meeting the eligibility requirements of sections 9-50 and 9-51 may be considered for rotational service upon application to the ~~chief of police department after the termination of existing one-year rotational service contracts~~. The town administrator, upon recommendation of the chief of police, may select those applicants to service the rotational list from among new applicants and those firms reapplying pursuant to section 9-49. ~~After termination of an existing one year rotation service agreement~~. An aggrieved applicant may, upon written request, appeal to town council within ten (10) days after notification of disapproval for service.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-53. Minimum standards for service.

- (a) Every emergency wrecker proposed to be used by an applicant shall be subject to inspection in a manner determined by the chief of police and every such wrecker, other than an emergency heavy duty wrecker, shall comply with the following minimum requirements:
- (1) Each applicant shall have at least one (1) wrecker of not less than one (1) ton in size with dual rear wheels and booster brakes.
 - (2) Each wrecker shall be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or a ~~town~~-tested capacity, of not less than eight thousand (8,000) pounds, single line capacity.
 - (3) Each wrecker shall carry as standard equipment: Tow sling; tow bar; towing dollies; safety chains; a fire extinguisher; wrecker bar; broom; shovel and approved warning devices.
 - (4) Authorized wrecker/tow services personnel shall be required to remove debris from the roadway at the scene of every accident investigated by the police department.
 - (5) Each wrecker and all of its equipment shall be in a safe and good working condition.
 - (6) Each wrecker shall be equipped with a two-way radio, or a ~~citizens~~citizen's band radio or a cellular phone which allows the wrecker operator(s) to contact their place of business/home while on an emergency service call.
 - ~~(7) Each wrecker must arrive at the scene within 30 minutes once notified by the police dispatcher.~~
- (b) Every emergency heavy duty wrecker of not less than two and one-half (2½) tons in size, shall meet the requirements in subsection (a) of this section, and in addition thereto, shall be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or ~~town~~ tested capacity, of not less than thirty-two thousand (32,000) pounds, "single" or double line capacity, and tow sling.
- (c) Each applicant shall maintain twenty-four-hour wrecker service.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-54. Agreements.

Approved applicants shall enter into agreement(s) with the town, executed by the town administrator or ~~their~~ designee, which agreements shall be binding contracts to perform services for one (1) year in accordance with this chapter on a twenty-four-hour basis. ~~Such agreement(s) shall include but not be limited to provision for the agreed service rates, and public liability and property insurance in limits of not less than three hundred thousand dollars (\$300,000) and garage liability of not less than ninety thousand dollars (\$90,000).~~

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(Supp. No. 30)

(Ord. No. 91-0307, 10-1-91)

Sec. 9-55. ~~Insurance.~~

~~(a) An applicant shall procure and keep in full force and effect a policy of public liability and property damage insurance issued by a casualty insurance company authorized to do business in this state and in the standard form approved by the insurance commissioner of the State of South Carolina, and the coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of the operation of an emergency wrecker of such applicant and providing that the amount of recovery on each emergency wrecker shall be in limits of not less than three hundred thousand dollars (\$300,000.00) single limits for public liability (garage liability) and ninety thousand dollars (\$90,000.00) garagekeepers legal liability.~~

~~(b) Every policy mentioned in subsection (a) above shall contain an endorsement providing for thirty (30) days' notice to the town in the event of any material change or cancellation of the policy.~~

~~(Ord. No. 91-0307, 10-1-91)~~

Sec. 9-56. Storage lot requirements.

- (a) *Lot.* Each applicant shall have a storage lot in close proximity to the place of business and within the corporate limits of the town limits, with adequate storage, at least fifty (50) feet by one hundred (100) feet or equivalent area either under cover or fenced with a six-foot chain-link fence topped with three (3) strands of barbed wire or as required by other ordinances or regulations. Stored vehicles and contents must be kept safe from pilfering.
- (b) *Hours.* There shall be an attendant on call, capable of responding to police requests for towing twenty-four (24) hours a day, seven (7) days a week. An attendant shall also be present or available during normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, for release of vehicles to the public.
- (c) *Records.* Each garage shall keep a record of the vehicle and license number or other identification; date and time it was towed and location from which it was towed; name of the officer ordering the towing or whether the vehicle was impounded or towed at the owner's/property agent's request.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-57. Eligibility for police requested towing.

~~Any firm may having its main business operation within the town shall become eligible to participate in the rotational towing service as provided in section 9-50 if it has had a valid license to do business in the town for a period of at least six (6) months and if it conforms to the rules and requirements established herein. Any firm deviating on from the requirements of the policies established herein or failure to provide reasonable, quick and efficient service at the agreed rates prescribed herein may result in the suspension for a specified time or termination of the agreement contract with such company by the town administrator upon the recommendation of the chief of police. A termination shall be subject to appeal to the town council upon written request within ten (10) days after termination.~~

(Ord. No. 91-0307, 10-1-91)

Sec. 9-58. Declared emergencies by the Mayor.

All wrecker/tow services under contract for police requested towing shall assist in towing ~~v~~vehicles which obstruct streets during special events, street/utility repairs or emergencies without cost to the town. The first on-scene wrecker service, upon request of police, shall remove any damaged or disabled ~~v~~vehicles from the street, obstructing the right-of-way and awaiting another requested wrecker service. All ~~v~~vehicles shall be checked by a police officer for damage prior to towing. The town shall not be responsible for any towing charges ~~or damage~~ under any circumstances.

(Ord. No. 91-0307, 10-1-91)

Sec. 9-59. Reserved.

ARTICLE V. GOLF CARTS

Sec. 9-60. Golf cart permit and the operation of a golf cart.

- (a) For the purposes of this section, ~~operation of this code applies to any and all golf carts being operated~~ within the town's corporate limits ~~shall comply with state law governing such operation~~.
- (b) ~~For the purposes of this section, "gated community," if any, means any homeowners community with at least one (1) access-controlled ingress and egress which includes the presence of a guard house, a mechanical barrier or another method of controlled conveyance.~~
- (c) ~~An individual or business owner of a vehicle commonly known as a golf cart shall may~~ obtain a permit decal and registration from the South Carolina Department of Motor Vehicles upon presenting proof of ownership and liability insurance for the golf cart and upon payment of a five dollar (\$5.00) fee.
 - (1) ~~During daylight hours only, a permitted golf cart may be operated within four (4) miles of the address on the registration certificate and only on a secondary highway or street for which the posted speed limit is thirty-five (35) miles an hour or less.~~
 - (2) ~~During daylight hours only, a permitted golf cart may be operated within four (4) miles of a point of ingress and egress to a gated community and only on a secondary highway or street for which the posted speed limit is thirty-five (35) miles an hour or less.~~
 - (3) ~~During daylight hours only, within four (4) miles of the registration holder's address, and while traveling along a secondary highway or street for which the posted speed limit is thirty five (35) miles an hour or less, a permitted golf cart may cross a highway or street at an intersection where the highway has a posted speed limit of more than thirty-five (35) miles an hour.~~

~~(3)~~ A person operating a permitted golf cart must be at least sixteen (16) years of age and hold a ~~v~~valid driver's license. The operator of a permitted golf cart being operated on a highway or street must have in ~~their his~~ possession:

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- (1) The registration certificate issued by the department of motor vehicles;
- (2) Proof of liability insurance for the golf cart; and

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~~_____~~ (3) ~~v~~Valid ~~H~~is driver's license.

(~~d~~e) A golf cart permit must be replaced with a new permit every five (5) years or at the time the permit holder changes ~~thei~~r address.

(~~e~~f) The provisions of this section that restrict the use of a golf cart to certain streets, certain hours, and certain distances shall not apply to a golf cart used by a police/public safety agency in connection with the performance of its duties, or golf carts properly equipped and licensed as a Low Speed Vehicle by the State of South Carolina.

(~~f~~g) Golf carts are prohibited from travelling along the town's sidewalks and ~~may~~ be operated on town streets as a vehicle.

(~~g~~h) Any owner or operator violating any provision of Art. V., Golf Carts ~~this section~~ shall pay a fine of fifty dollars (\$50.00) plus court assessment for each violation cited. Failure of any person to pay the fines imposed shall be subject to the same penalties and provisions allowed for traffic violations pursuant to state law.

(~~h~~i) Any company within the town's corporate limits that rents golf carts is hereby required to provide a copy of the ordinance from which this section derives to its customers that rent golf carts.

(Ord. No. 15-0808, 9-8-15)

Decision Paper

August 10, 2021

Written by: **Chief Kenneth Hofmann**

1. **SUBJECT:** Proposed contractual agreement with Axon Enterprise, Inc.
2. **PURPOSE:** To secure a 5-year contractual agreement with Axon Enterprise, Inc for the upgrade of the Police Departments Conducted Electrical Weapons (Taser) to current model and authorize the Town Administrator to sign the agreement.
3. **FACTS:**
 - a. The Surfside Beach Police Department is required to equip its police officers with less-lethal weapons to maintain use of force options to protect the public, the officers, and the suspects.
 - b. Surfside Beach Police Officers carry Axon Enterprise, Inc. Tasers while on-duty as part of their issued equipment.
 - c. The Department's current Tasers are the X26 model which were originally issued in 2005.
 - d. The X26 Taser is no longer supported by Axon Enterprise, Inc. and the Department has been sourcing replacements from various vendors since 2016.
 - e. Using out of support Tasers prevents the Department from utilizing Axon's \$10,000,000 insurance against claims of excessive force and access to Axon's legal defense team to protect the officers and Town from liability.
 - f. The Department needs to transition to the current model, Taser 7, to include holsters, training materials, and training equipment.
 - g. The 5-year cost of equipment, transition training, and annual training is \$66,000.00
 - h. A 5-year agreement with Axon Enterprise, Inc. will cost \$13,200.00 per year.
 - i. This cost is approved in the FY 21/22 annual budget.
4. **RECOMMENDATION:** **Direct the Town Administrator to enter into a 5-year agreement with Axon Enterprises, Inc. to transition the Police Department's Tasers to the Taser 7.**



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-326467-44400.646GM

Issued: 07/23/2021

Quote Expiration: 08/31/2021

Account Number: 122838

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-811 Pine Dr 811 Pine Dr Surfside Beach, SC 29575-3825 USA	Surfside Beach Police Dept. - SC 115 HWY 17 SURFSIDE BEACH, SC 29575 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Griffin McKean Phone: Email: gmckean@axon.com Fax:	Phone: (843) 913-6358 Email: gwilliams@surfsidebeach.org Fax:

Program Length	60 Months
TOTAL COST	\$66,000.01
ESTIMATED TOTAL W/ TAX	\$66,000.01

Average Savings Per Year	\$2,973.70
TOTAL SAVINGS	\$14,868.51

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Aug, 2021	\$13,200.01
Year 2	Aug, 2022	\$13,200.00
Year 3	Aug, 2023	\$13,200.00
Year 4	Aug, 2024	\$13,200.00
Year 5	Aug, 2025	\$13,200.00

Quote Details

Bundle Summary				
Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
T7Cert	2021 Taser 7 Certification Bundle	20	\$13,200.00	\$55.00

Individual Items USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$375.00	100.00%	\$0.00	\$0.00

Bundle: 2021 Taser 7 Certification Bundle Quantity: 20 Start: 9/1/2021 End: 8/31/2026 Total: 66000.01 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	10	\$65.82	17.73%	\$65.82	\$658.17
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10	\$65.82	17.73%	\$65.82	\$658.17
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	20	\$246.81	17.73%	\$246.81	\$4,936.30
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	\$31.26	17.73%	\$31.26	\$1,875.79
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	\$31.26	17.73%	\$31.26	\$1,875.79
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	20	\$1,415.07	26.45%	\$1,265.07	\$25,301.44
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20	\$40.31	17.73%	\$40.31	\$806.26
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20	\$40.31	17.73%	\$40.31	\$806.26
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$246.81	17.73%	\$246.81	\$246.81
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$123.41	17.73%	\$123.41	\$123.41
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$61.70	17.73%	\$61.70	\$61.70
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-	40	\$31.26	17.73%	\$31.26	\$1,250.53

		DEGREE) NS					
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	24	\$70.75	17.73%	\$70.75	\$1,698.09
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	40	\$31.26	17.73%	\$31.26	\$1,250.53
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	20	\$123.41	17.73%	\$123.41	\$2,468.15
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,234.07	17.73%	\$1,234.07	\$1,234.07
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$36.12	17.73%	\$36.12	\$36.12
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$8.60	17.73%	\$8.60	\$8.60
Other	80395	EXT WARRANTY, TASER 7 HANDLE	20	\$251.96	17.73%	\$251.96	\$5,039.14
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	24	\$16.93	17.73%	\$16.93	\$406.36
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$251.96	17.73%	\$251.96	\$251.96

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/23/2021



Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

- 1** **Term.** The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2** **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3** **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- 4** **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5** **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- 6** **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7** **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's



Axon Enterprise, Inc.'s TASER 7 Agreement

receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

- 8** **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9** **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.



Axon Enterprise, Inc.'s TASER 7 Agreement

10 Trade-In. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

11 Product Warnings. See www.axon.com/legal for the most current Axon product warnings.

12 Design Changes. Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.

13 Termination. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

14 Delays. Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.

15 Proprietary Information. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.

16 Export Compliance. Each party will comply with all import and export control laws and regulations.

17 Assignment. Agency may not assign or transfer this Agreement without Axon's prior written approval.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 18 **Governing Law: Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

- 19 **Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.**Agency**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.'s TASER 7 Agreement

TASER 7 Axon Evidence Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 Subscription Term. The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

5 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 Agency Responsibilities. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.



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Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.
- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
- 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.



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- 12** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 12.7.** use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.



Axon Enterprise, Inc.'s TASER 7 Agreement

16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

5-YEAR USEFUL LIFE RECOMMENDATION



WHY WE HAVE IT

AXON HAS ISSUED A 5-YEAR USEFUL LIFE RECOMMENDATION FOR ALL TASER WEAPONS. HERE'S WHY:

- 1 High voltage electronic components wear out over time and may not operate as expected
- 2 Weapons that are more than 5 years old are 2x more likely to fail in the field

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WHAT IT MEANS FOR YOU



This recommendation is **NOT** an expiration date, but guidance only



5-year useful life recommendations are common in the industry for other products like body armor



A \$10 million liability insurance policy is extended to all of our customers, but won't cover worn-out components older than 5 years*

HOW YOU CAN STAY CURRENT



We offer several payment plans to upgrade to new weapons and follow the 5-year guidelines



Contact your TASER sales representative or the customer service team if you have any questions



*However, in the event that a TASER CEW fails due to a worn-out electronic component that is older than 5 years, our insurance would not cover this claim, and AXON would not be liable for any resulting injuries.

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