

**AGENDA**  
**TOWN OF EDISTO BEACH**  
**JULY 13, 2017**  
**REGULAR TOWN COUNCIL MEETING**  
**6:00 P.M.**

- I. Call to Order**
- II. Pledge of Allegiance and Invocation**
- III. Approval of Minutes**
  - A. Public Hearing Meeting Minutes, June 8, 2017
  - B. Regular Meeting Minutes, June 8, 2017
- IV. Proclamations and Presentations**
  - A. Proclamation No. 2017-P19 in Honor of the 100<sup>th</sup> Birthday of Colonel B.N. (Ben) Skardon
- V. Old Business**
  - A. Myrtle/Fort Street Debris Pick-up
- VI. New Business/Apearances**
  - A. Memorandum of Agreement for the Provision of Secure Detention Services with the Department of Juvenile Justice Detention Center for Fiscal Year 2017-18
  - B. First Reading of Ordinance No. 2017-21 to Amend Section 8-32 and Section 8-34 of the Town's Code
  - C. Emergency Purchase Order-\$4,100 - Air Conditioner, Town-owned Apartment
  - D. Emergency Purchase Order-\$13,913 - Booster Pump No. 1
  - E. Emergency Purchase Order - \$31,900 - Civic Center Air Conditioners
  - F. 2017 Shrimp Fest
  - G. November Council Work Session
  - H. Town of Edisto Beach Post Issuance Compliance Policies and Procedures
  - I. First Reading of Ordinance No. 2017-20 to Amend Chapter 10 of the Town's Code of Ordinance to add Section 10-41 Related to Nudity and Display of Specified Anatomical Areas on the Beach and Within Certain Areas of the Town
  - J. Special Event Application – Bay Creek Investments LLC – Edisto Beach Shag Festival
  - K. Sponsorship Request, Darrin Moore, Edisto Beach Shag Festival
  - L. Amend American Engineering Work Authorization No. 7
  - M. Change Order No. 3 Crowder Construction Company
  - N. Wharton Smith Phase II
  - O. TIDE Committee Recommendations
- VII. Committee Vacancies**
  - A. ATAX Board – 2 vacancies
  - B. Zoning Board of Appeals – 3 vacancies, Polly McIntosh, Joe Dreher and Charles Boozer
- VIII. Departmental Reports and Committee Updates**
- IX. Executive Session**

**Upon Returning to Open Session, Action May Be Taken By The Council On The Items Discussed During The Executive Session**

  - A. Legal Advice Regarding Property Lot 7 Block UU, Lot 7 Block YY, Lot 8 Block YY [SC Code 30-4-70a(2)]
- X. Public Comment Period**
- XI. Adjournment**

**TOWN OF EDISTO BEACH  
A PROCLAMTION IN HONOR OF THE 100<sup>TH</sup> BIRTHDAY OF  
COLONEL B.N. (BEN) SKARDON**

**WHEREAS**, longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity and experiences this individual brings to all; and

**WHEREAS**, Colonel B.N.(Ben) Skardon was born July 14, 1917 (Bastille Day) in Saint Francisville, Louisiana; and

**WHEREAS**, Colonel Skardon attended Clemson University from 1935 - 1938 when it was an all-male military school, returning to Clemson after the war and becoming an English professor. Colonel Skardon was named an Alumni Master Teacher in 1977 and retired in 1985; and

**WHEREAS**, Colonel Skardon served in World War II and is a survivor of the Bataan Death March, in which approximately 75,000 Filipino and American troops on the Bataan Peninsula were forced to make an arduous 65-mile march to prison camps in intense heat and subject to harsh treatment by Japanese guards. Between 5,000 and 11,000 POWs perished under these conditions; and

**WHEREAS**, Colonel Skardon survived more than three years in a Japanese prison camp despite becoming deathly ill with malaria, beriberi and other ailments; and

**WHEREAS**, Colonel Skardon also survived the sinking of two unmarked transport ships carrying him and other POWs to mainland Japan and was freed by Russian troops from a Manchurian prison camp in August 1945, at 24 years old and weighing only 90 pounds; and

**WHEREAS**, Colonel Skardon has vacationed on Edisto Beach for many years, and in fact proposed to his wife Sara Elizabeth Goldon on Edisto and has been married to her for seventy years. The Skardons have four children, nine grandchildren and nine great-grandchildren; and

**THEREFORE BE IT PROCAIMED** on this 13<sup>th</sup> day of July, 2017, that the Town of Edisto Beach express on behalf of itself and all the citizenry its sincere appreciation of all of Colonel Skardon's many accomplishments extends its well wishes for many more happy birthdays to come.

\_\_\_\_\_  
Mayor Jane Darby

\_\_\_\_\_  
Mayor Pro Tem Susan Hornsby

\_\_\_\_\_  
Jerome Kizer

\_\_\_\_\_  
Crawford Moore

\_\_\_\_\_  
Patti Smyer

No. 2017 - 21

## TOWN OF EDISTO BEACH

## AN ORDINANCE

## TO AMEND SECTION 8-32 AND SECTION 8-34 OF THE TOWN'S CODE

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Edisto Beach, South Carolina, in council duly assembled that Chapter 8 of the Town's Code be amended as follows:

Sec. 8-32. Prohibitions.

The following are unlawful and prohibited at all times in the Bay Creek Park:

1. Smoking
2. Vehicles (cars, motorcycles, trucks, golf carts, bicycles) beyond the parking area
3. Open burning (including but not limited to charcoal grills, wood, oil, paper, etc.) unless a special permit is obtained
4. Grilling or cooking of any kind on the stage is prohibited
5. Dumping of cooking grease in public restroom facilities, storm drains or grounds
6. Glass containers are prohibited, unless supervised by the Special Projects Coordinator
7. The discharge, use, and/or possession of fireworks
8. Possession of balloons of any type for use, sale, demonstration, disbursement or release
9. Overnight camping
10. Disposal of bait
11. Water vessel launching
12. Swimming
13. Roller skating/blading and skateboarding
14. Use of glass containers unless supervised
15. Pets must be leashed at all times. All pet waste must be picked up, bagged and discarded by the pet owner/handler.
16. Any inflatable amusement device used for climbing, sliding, jumping, or rebounding and any amusement or carnival type ride is prohibited.

Sec. 8-34. Alcoholic beverages.

The following regulations apply to the sale and/or consumption of beer, wine or other alcoholic beverages in the park:

- a) Serving of alcoholic beverages at private parties must be noted on the lessee application and lessee must obtain a General Liability insurance policy (rider or endorsement) in the amount of \$2,000,000 naming the Town of Edisto Beach as additional insured.
- b) "Brown Bagging", ice chests, thermos jugs, or any other container not obtained or purchased at an event containing alcoholic beverages are not permitted in the park.
- c) Beverages must be dispensed only in plastic, acrylic or paper cups.
- d) The sale of alcoholic beverages by individuals or groups is prohibited unless authorized. A temporary license from the SC Department of Revenue is required for the sale of beer, wine or alcoholic beverages. Contributions and/or donations received at public events are considered sales and will require a DOR license. The designated area of the park and hours for sale/consumption must be indicated and State permits must be posted at every dispensing point. In addition to the insurance requirements set forth in subsection (a) herein, the permittee shall comply with South Carolina Code of Laws Section 61-2-145 and provide written proof of compliance to the Town of Edisto Beach prior to the date(s) of the event.
- e) Hours for sale or consumption of alcoholic beverages must comply with all state and local laws.

This ordinance shall take effect upon final reading.

\_\_\_\_\_  
Jane S. Darby, Mayor

First Reading: 07/13/2017

ATTEST:

Final Reading: \_\_\_\_\_

\_\_\_\_\_  
Deborah Hargis, Municipal Clerk

Approved as to form: \_\_\_\_\_

TOWN OF EDISTO BEACH

AN ORDINANCE TO AMEND CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES TO ADD SECTION 10-41 RELATED TO NUDITY AND DISPLAY OF SPECIFIED ANATOMICAL AREAS ON THE BEACH AND WITHIN CERTAIN AREAS OF THE TOWN

WHEREAS, the Town of Edisto Beach is widely recognized as a family-oriented beach vacation destination and residential destination due to its relaxed, non-commercial, and family-friendly environment and further the Town's economy is greatly centered around family-oriented tourism; and

WHEREAS, the Town Council finds that it is both in the public interest and necessary to protect and promote the public health, safety and welfare and that said places open to the public be utilized and enjoyed by as many persons as possible; and

WHEREAS, maximum utilization and enjoyment of places open to the public can only be obtained through imposition of regulations regarding activities thereon; and

WHEREAS, persons utilizing said places by appearing thereon without clothing and/or with the private parts of their bodies exposed, unreasonably interferes with the rights of all persons to use and enjoy said places open to the public by causing many persons to leave and others not to use said places; and

WHEREAS, the presence of persons who are unclothed and exposed in places open to the public tend to discourage the use and enjoyment of said places, and creates a nuisance and is offensive to members of the public who wish to use and enjoy said places and who are unwillingly exposed to such conduct; and

WHEREAS, the Town Council recognizes the possible harmful effects on children and minors exposed to public nudity and recognizes the need to enact regulations which will minimize and/or eliminate such exposure.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Edisto Beach, South Carolina, in council duly assembled, the Chapter 10 of the Town's Code is amended to add the following section:

**Sec. 10-41. Nudity, display of specified anatomical areas and specified sexual activities prohibited.**

- (a) It shall be unlawful for any person to appear in the nude on any public beach, beach access, in the public waters, any other public property, or in view of the public.
- (b) It shall be unlawful for any person to intentionally appear on any public beach, beach access, in the public waters, any other public property, or in view of the public in such a

state of dress or undress so as to expose to the view of others specified anatomical areas. *Specified anatomical areas* means human male or female genitals, pubic area, pubic hair, buttocks, anus, vulva, or any portion of the female breast at or below the areola thereof.

(c) It shall be unlawful to simulate or engage in specified sexual activities on any public beach, public beach access, street end adjacent to the beach, or any government land immediately adjacent to the beach, or in the waters adjacent to the public beach. *Specified sexual activities* means and includes any of the following: (1) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) sex acts, normal or perverted, including intercourse, oral copulation, or sodomy.

(d) The breast-feeding of infants is not an act of Nudity.

This ordinance shall take effect upon adoption.

\_\_\_\_\_  
Jane S. Darby, Mayor

First reading: \_\_\_\_\_

ATTEST:

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Deborah Hargis, Municipal Clerk

Approved as to form: \_\_\_\_\_

**WORK AUTHORIZATION FORM NO. 7  
UNDER CONTINUING MASTER SERVICES AGREEMENT WITH AMERICAN  
ENGINEERING CONSULTANTS, INC.**

This Work Authorization is No. 7 and is made and entered into between the Town of Edisto Beach, Edisto Beach, SC, (the "Town") and American Engineering Consultants, Inc., (AE), hereinafter referred to as the Consultant.

**Whereas**, the Town and Consultant are parties to a Master Services Agreement dated January 14, 2016 (the "Services Agreement") for certain engineering services, pursuant to which the Town may issue multiple authorizations for specified scopes to be performed by the Consultant.

**Whereas**, pursuant to the terms of the Services Agreement and this Work Authorization, the Town desires to authorize the Consultant to proceed on an agreed scope of work on behalf of the Town.

**Whereas**, the Town and Consultant have reached agreement on the terms under which Consultant is authorized to proceed with services based on agreed Fees contained in the Services Agreement and the scope of work particularly described herein.

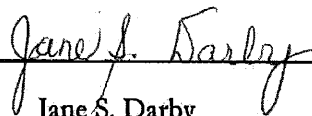
**WITNESSETH**, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

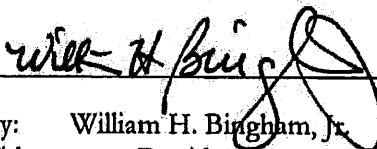
1. **Terms of Agreement; Scope of Work.** Upon the execution of this Work Authorization by both the Town and the Consultant, Consultant agrees to initiate the services set forth in the agreed Scope of Work attached hereto as Exhibit "A" (the "Services"). The Services shall be performed as set forth in this Work Authorization and subject to the terms and conditions of the Services Agreement.
2. **Schedule.** The Schedule for the completion of the Services shall be as set forth in the agreed Scope of Work attached hereto as Exhibit "A". The completion dates are subject to change to the extent permitted under the terms of the Services Agreement.
3. **Fees.** The fees for the Services shall be based on (a) the fee schedule set forth in the Services Agreement and shall be paid based upon the man-hour estimates set forth in the agreed Scope of Work attached hereto as Exhibit "A" or (b) such other fee structure as the parties have agreed as set forth in the agreed Scope of Work attached hereto as Exhibit "A".

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed in duplicate original and effective this 1<sup>st</sup> day of June, 2017.

Town of Edisto Beach

American Engineering Consultants, Inc.

  
 \_\_\_\_\_  
 By: Jane S. Darby  
 Title: Mayor

  
 \_\_\_\_\_  
 By: William H. Bingham, Jr.  
 Title: President

**Exhibit "A"**

Project Name: **WATER AND WASTEWATER FINANCIAL FEASIBILITY REPORT**

**Scope of Services:**

This project will consist of preparing a Financial Feasibility Report. The report will summarize the financial projections for the Town's water and sewer system and evaluate the feasibility for the refunding of debt associated with planned water system improvements.

**FEES**

**Fees to provide the aforementioned services are as follows:**

**ENGINEERING SERVICES FOR RATE STUDY**      Estimated Cost      \$4,700.00

- \* The above fee does not include printing fees and reimbursables, which will be billed in accordance with the Fee Schedule contained in the Master Services Agreement.
- \* Additional consulting work associated with this Project that is required and requested by the Owner which is not listed in this scope of services shall be performed on an Hourly Basis in accordance with the Fee Schedule contained in the Master Services Agreement.

Invoices will be issued monthly based on completed activities. Invoices received by the OWNER by the 25th day of each month will be paid by the 15th day of the following month. If payment is not made within thirty days, the Owner agrees that American Engineering Consultants, Inc. (at its discretion) may charge interest beginning thirty days after the date of the invoice on the unpaid balance at the rate of one and one-half percent per month.

If payment, in full, is not received by American Engineering Consultants, Inc. within thirty days of the date of the invoice, American Engineering Consultants, Inc. may cease to provide services on the Project until such time as payment, in full, is received. The Owner agrees to hold American Engineering Consultants, Inc. harmless for any claims due to such interruption of services for lack of payment.

Any and all professional liabilities incurred by American Engineering Consultants, Inc. throughout the course of this project shall be limited to a maximum of the net fee for all services rendered on this project.



VIM

C-941

Change Order

No. C3

Date of Issuance: 28 June 2017

Effective Date: 29 June 2017

Project: <b>Edisto Beach Groin Lengthening</b>	Owner: <b>Town of Edisto Beach (SC)</b>	Owner's Contract No.:
Contract:	Date of Contract: 8 December 2016	
Contractor: Crowder Construction Company.	Engineer's Project No.: <b>2416</b>	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Increase in stone quantity by 77 tn for completion of the groins.

A unit price of \$90 per tn will be applied for a maximum contract price increase of \$6,930.

**Attachments (list documents supporting change):**

N/A

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$5,324,000.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 21 July 2017  
Ready for final payment (days or date): 31 July 2017

~~Increase~~ ~~Decrease~~ from previously approved Change Orders  
No. N/A to No. N/A:

Substantial completion (days): N/A  
Ready for final payment (days): N/A

\$86,500

Contract Price prior to this Change Order:

\$5,410,500.00

Contract Times prior to this Change Order:

Substantial completion (days or date): 21 July 2017  
Ready for final payment (days or date): 31 July 2017

[Increase] ~~Decrease~~ of this Change Order:

\$ 6,930.00

~~Increase~~ ~~Decrease~~ of this Change Order:

Substantial completion (days): 0  
Ready for final payment (days): 0

Contract Price incorporating this Change Order:

\$ 5,417,430.00

Contract Times with all approved Change Orders:

Substantial completion (days or date): 21 July 2017  
Ready for final payment (days or date): 31 July 2017

RECOMMENDED:

By: *Hayden*  
Engineer (Authorized Signature)

Date: 6-29-2017

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

C-941

Change Order

No. C2

Date of Issuance: 25 May 2017

Effective Date: 1 June 2017

Project: <u>Edisto Beach Groin Lengthening</u>	Owner: <u>Town of Edisto Beach (SC)</u>	Owner's Contract No.:
Contract:		Date of Contract: <u>8 December 2016</u>
Contractor: <u>Crowder Construction Company.</u>		Engineer's Project No.: <u>2416</u>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Increase in stone quantity by up to 600 tn for completion of the groins.

A unit price of \$90 per tn will be applied for a maximum contract price increase of \$54,000.

**Attachments (list documents supporting change):**

N/A

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price: <u>\$5,324,000.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>21 July 2017</u> Ready for final payment (days or date): <u>31 July 2017</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$32,500</u>	<del>Increase</del> <del>Decrease</del> from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: <u>\$5,356,500.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>21 July 2017</u> Ready for final payment (days or date): <u>31 July 2017</u>
[Increase] <del>Decrease</del> of this Change Order: <u>\$ 54,000.00</u>	<del>Increase</del> <del>Decrease</del> of this Change Order: Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price incorporating this Change Order: <u>\$ 5,410,500.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>21 July 2017</u> Ready for final payment (days or date): <u>31 July 2017</u>

**RECOMMENDED:**

By: [Signature]  
Engineer (Authorized Signature)

Date: 5/25/17

**ACCEPTED:**

By: [Signature]  
Owner (Authorized Signature)

Date: 6-1-2017

**ACCEPTED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

**Change Order  
Instructions**

**A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

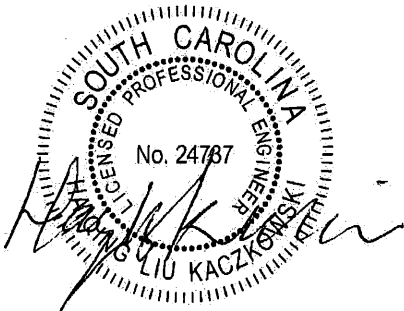
For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

**B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



Motions at TIDE Committee meeting 7/5/17

Motion #1 – Marie Bost moved to recommend to Council to open up immediately every access that has ability for off street parking, especially #1-A, 2, 5, 6 and 20, and re-visit at the end of season for evaluation. Charlie Boozer seconded and the motion was unanimously passed.

Motion #2 – Marie Bost moved to recommend to Council to blade and clean up access #29 at this time for the safety of pedestrians, with review by the committee in the fall for evaluation of modifications including landscaping. Peter Beck seconded and the motion was unanimously passed.