CITY OF FOLLY BEACH
Chris Bizzell, Mayor

Folly Beach, SC 29439
www.cityoffollybeach.com
(P) 843-588-2447

William Farley, Council Member
Skip Fink, Council Member
Billy Grooms, Council Member
Blair Holladay, Council Member
Katherine Houghton, Mayor Pro Tem
DJ Rich, Council Member

City Council Meeting 7:00 PM
Tuesday, May 12, 2026

Council Chambers
21 Center Street
Folly Beach, SC 29439

AMENDED 5/11/26 3:55 PM
Resolution 22-26
Resolution 23-26

1. CALL TO ORDER/ROLL CALL

Executive Session
Pursuant to South Caroline Code Section 30-4-70(a)(2) For The Receipt of Legal Advice and Other Matters Covered by The Attorney-Client Privilege Concerning Sunset Cay Marina and Beach Franchise Activities.

2. INVOCATION & PLEDGE OF ALLEGIANCE

a. Invocation Councilmember Farley

3. MAYOR'S COMMENTS

4. STAFF REPORTS

a. Prohibiting Parking on Planted Vegetation Along Walking Paths, Ordinance 012-26- Aaron Pope
b. Ordinance 014-26 & Ordinance 015-26 Shed Lease Agreement- Aaron Pope
c. RFP 02-26 Janitorial Services Update- Eric Lutz
d. Special Event Committee Review and Recommendation-Wes Graham
e. Upcoming Budget & STR Meetings Update- Aaron Pope

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

a. April 14th, 2026 Minutes

7. PERSONAL APPEARANCES

a. Non-Franchise Request, WakeUp Carolina-Cody Hendrick
b. Non-Franchise Request, Float Club Surf Co- Dylan O'Connor
c. Non-Franchise Request, Salt Marsh Co.- Philip Antman
d. Event Request for a Date Change- Eastern Surf Association
e. Request for Event Approval, Half Rubber Heroes- Fred Smith
f. Request for Event Approval, World Mental Health Day- Waves 4 Women
g. Request for Event Approval, Spike & Fright Volleyball Tournament- Warrior Surf
h. Request for Event Approval, James Island Lil Trojans Workouts-Shemika Champion

8. CITIZENS' COMMENTS

9. COMMISSION, BOARD, COMMITTEE REPORTS

10. OLD BUSINESS

a. **ORDINANCE 007-26:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 55 (On-Site Septic System Management) To Remove the Automatic Pump Out Requirement for Annual STR Septic Inspections and Require a Pump Out Only If Recommended Upon Completion of a Visual Inspection of The Septic System. **(FIRST READING)**
b. **ORDINANCE 008-26:** An Ordinance Amending the Folly Beach Code of Ordinances Section 131.21 (Prohibited Behavior) To Specify That Certain Activities Performed on Bridges Within the City Are Classified as Disorderly Conduct. **(SECOND READING)**
c. **ORDINANCE 010-26:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 118 (Commercial Activity on Public Property) to Allow Weighted Loungers Overnight in Section 1, to Allow Council to Set Limits for the Number of Students in a Surf Lesson, and to Establish a Requirement That Franchisees Make a Good Faith Effort to Offer the Services for Which a Contract Has Been Awarded. **(SECOND READING)**
d. **ORDINANCE 011-26:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 72 (Parking Regulations) By Allowing the Sale of Non-Residential Parking Passes for Use by Properly Registered Non-Profit Entities in Beach Access Parking Lots Managed by The City. **(SECOND READING)**

11. NEW BUSINESS

a. Boards and Commission Appointments
    - Accommodations Tax Advisory Board
    - Board of Zoning Appeals
    - Community Promotions Committee
    - Construction and Fire Board
    - Design Review Board

- Parks and Recreation
- Tourism and Visitor Promotion Committee
- Utility Board

b. **ORDINANCE 012-26:** An Ordinance Amending The Folly Beach Code of Ordinances Chapter 72 (Parking Regulations) To Prohibit Parking on Planted Vegetation Along Walking Paths. **(FIRST READING)**

c. **ORDINANCE 013-26:** An Ordinance Amending The Folly Beach Code of Ordinances Chapter 164 (Use Standards) by Requiring Private Commercial Parking Operators to Display Daily and Hourly Rates **(REMAND TO PLANNING COMMISSION)**

d. **ORDINANCE 014-26:** An Ordinance Authorizing Leasing City Property at The Second Street East Public Access and Parking Lot to Betty's Beach Chairs **(FIRST READING).**

e. **ORDINANCE 015-26:** An Ordinance Authorizing Leasing City Property at The Second Street East Public Access and Parking Lot to Isla Surf School. **(FIRST READING)**

f. **RESOLUTION 22-26:** A Resolution by The Folly Beach City Council Approving a Deductive Change Order In The Amount Of $518,220.00 Between The City of Folly Beach and Eadie's Construction for Project: Water Main Replacements (E. Hudson Ave., E. Arctic Ave., 12th St. E./E. Cooper Ave.).

g. **RESOLUTION 23-26:** A Resolution By The Folly Beach City Council Approving a Change Order in the Amount of $319,700 to Contract Number 251814 Folly Beach Stormwater Infrastructure Improvements.

12. COUNCIL COMMENTS

13. ADJOURNMENT

PUBLIC NOTICE

ALL MEDIA WERE NOTIFIED PURSUANT TO STATE LAW

City Council will not vote on matters discussed during Work Sessions or Executive Sessions. However, matters discussed may be voted on during the evening City Council meeting. In keeping with the Americans with Disabilities Act, persons needing assistance, alternative formats, ASL interpretation, or other accommodation, please contact the Municipal Clerk at 843- 513-1833 during regular business hours at least 24 hours prior to the meeting. Hearing devices are available upon request for those with hearing difficulties.

The City of Folly Beach, in an effort to go green, will no longer have the Ordinances and Resolutions included in the agenda. Citizens interested in having a copy, please see the Municipal Clerk.

CITY OF FOLLY BEACH

Date: May 12th, 2026
Re: Parking on Vegetation

Mayor and Council,

The city has received multiple complaints and reports of vehicles parking the new pedestrian baths and the landscaping along the paths. Although this falls under the general prohibition on damaging public property, staff ask that it be made a separate, explicit violation. This will allow more straightforward documentation and prosecution in Municipal Court.

Aaron Pope, AICP, ICMA-CM
City Administrator

CITY OF FOLLY BEACH

Date: May 12th, 2026
Re: 3rd Street West & 2nd Street East Sheds

Mayor and Council,

Council approved leasing the storage space at 3rd Street West to Isla Surf (at no additional cost) until the end of their current franchise. Council also approved the lease of the shed at 2nd Street East to Betty's Beach Chairs at a cost of $18,000 until the end of the new franchise term. Leases of city property must be approved by ordinance. Two ordinances to execute the leases are presented for your approval. Due to the timing of the new franchises starting May 1, both vendors have already been allowed to occupy the spaces pending passage.

Aaron Pope, AICP, ICMA-CM
City Administrator

REQUEST FOR PROPOSAL (RFP 02-26)

CITY OF FOLLY BEACH JANITORIAL SERVICES

1. GENERAL

The City of Folly Beach ("City") is requesting proposals from qualified and insured firms /individuals (“contractor”) for the purpose of providing janitorial services for three City owned buildings. The selected contractor will be required to provide all tools, labor, materials, equipment, and supervision necessary to perform the services as detailed in the scope of work below. The contract period will be for one year, beginning July 1st, 2026, with 3 additional annual extensions at the discretion of the City.

The purpose of this Request for Proposals ("RFP") is to solicit proposals from multiple contractors, conduct a fair and extensive evaluation based on the criteria listed herein, and select the contractor who can best meet the needs of the City.

2. SCOPE OF WORK

Selected contractor shall provide all labor, equipment, and materials for complete cleaning and limited flooring and interior window/glass maintenance at 21 Center Street (City Hall), 55 Center Street (Community Center) and 106 West Cooper Avenue (Public Safety). Services include complete inside cleaning of City Hall, Community Center, and Public Safety, assuring cleanliness of all surfaces, floors, walls, cabinets, countertops, glass, fixtures, handrails, ledges, sills, etc. Cleaning products used within city buildings must be all-natural without added perfumes. All work is to be conducted safely and without disrupting operations within or around the buildings. All interior work must be done between 9:00 p.m. and 7:00 a.m.

The following minimum schedule must be followed for City Hall at 21 Center Street:

- Each Monday, Tuesday, Wednesday, Thursday, and Friday- Clean and mop floors, stairwells, restrooms, plumbing fixtures, trash receptacles, counter tops, cabinet surfaces, copy machine touch pads, phones, door handles, door and window frames, dust collecting surfaces etc.
- Cleaning and mopping of all restroom floors at each visit and restocking of paper products in restrooms and break areas.
- Taking out trash and recycling and keeping recycling separate from trash disposing into proper outdoor receptacles, to include emptying and replacing bags in trash receptacles and paper shredders.
- Each Monday - cleaning of interior glass and exterior of front entrance glass, elevator door and walls, and both sides of interior glass at service/security windows.
- Every Three Months (four (4) times per year) - wipe down cleaning of all HVAC supply and return registers.
- Every month - Clean baseboards.

- Stairwells, the janitor's closet, and the elevator equipment room do not need cleaning.
- **Additional cleanings during special events or MEOC emergency operations may be requested by the city for additional fees as negotiated at contractor's hourly rate. **

The following minimum schedule must be followed for Public Safety at 106 West Cooper Avenue:

- ***Seven days a week*** – Clean floors, stairwells, restrooms, plumbing fixtures, trash receptacles, counter tops, cabinet surfaces, copy machine touch pads, phones, door handles, door and window frames, dust collecting surfaces etc.
- Cleaning and mopping of all restroom floors at each visit and restocking of paper products in restrooms and break areas.
- Taking out trash and recycling and keeping recycling separate from trash disposing into proper outdoor receptacles, to include emptying and replacing bags in trash receptacles and paper shredders.
- Each Monday - cleaning of interior glass and exterior of stainless-steel elevator door
- ** Certain rooms remain locked in the Public Safety building (such as the evidence room). These rooms do not need cleaning and should not be entered. **
- Every Three Months (four (4) times per year) - wipe down cleaning of all HVAC supply and return registers.

The following minimum schedule must be followed for the Community Center at 55 Center Street:

- Each Monday, Tuesday, Wednesday, Thursday, and Friday - Clean floors, restrooms, plumbing fixtures, trash receptacles, counter tops, desktops, cabinets, door handles, door and window frames, dust collecting surfaces etc.
- Cleaning and mopping of all restroom floors at each visit and restocking of paper products in restrooms and break areas.
- Taking out trash and recycling and keeping recycling separate from trash disposing into proper outdoor receptacles, to include emptying and replacing bags in trash receptacles and paper shredders.
- Every Monday, cleaning of interior and exterior glass.
- Every Six Months (two (2) times per year) – strip and recoat terrazzo floors.
- **The history museum space and the interior of the library office are not included in this scope of work. **

The City will provide replacement stock, and the contractor will provide labor to restock and replace the following for all three buildings as needed: hand soap and paper products for the restrooms and

employee break areas, trash bags, and air freshener. Contractor to notify the City by written request (email) when supplies need to be ordered to maintain stock. The City will designate where replacement stock is to be stored.

3. PROPOSAL PROCESS

a. Proposal packets can be picked up at Folly Beach City Hall, 21 Center Street, or can be requested from Wes Graham by email at wgraham@follybeach.gov

b. Questions may be emailed no later than March 16th, 2026, to Chris Moe, Facilities Manager, cmoe@follybeach.gov. Answers will be provided to all bidders on March 30th, 2026. Please note there is an optional pre-bid meeting for this RFP on March 23rd, 2026 at 1:00 PM at 21 Center Street.

c. Proposals may be submitted in hard copy or via email to Municipal Clerk, Wes Graham wgraham@follybeach.gov. Proposals must be received by the Municipal Clerk no later than 2:00 p.m. on April 7th, 2026. Sealed proposals may be hand-delivered to the Municipal Clerk, Wes Graham, at 21 Center Street, 2nd Floor, or mailed to P.O. Box 48, Folly Beach, SC 29439, Attn: Wes Graham, Municipal Clerk. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. Proposals must be clearly labeled "RFP 02-26–City of Folly Beach Janitorial Services."

d. The proposals will be opened at 2:05 p.m. on April 7th. All submitters are invited to be present or send a representative.

e. Evaluation of proposals will be conducted from April 7th through April 10th. The selection decision for the selected contractor will be made by City Council resolution at a regularly scheduled Council Meeting on April 14th. The winning Bidder will be notified after the City Council Meeting.

4. BID REQUIREMENTS

The proposal must include the following documents as applicable to be considered a responsive bidder. Please mark each section. Under the provisions of the Freedom of Information Act, all proposals, excluding pending legal actions, will become public information. Offerors must clearly mark as "CONFIDENTIAL" each page of their proposal that could be exempt from disclosure. The City reserves the right to make the final determination.

a. Signed Offeror Representations (form in bid packet) signed by a principal of the firm or an officer authorized to bind the corporation.

b. Qualifications to meet the City's objectives. This shall include size of the business, office location from which the service is being performed, and a list of current janitorial contracts.

c. Prior work performed, including names and contact information for three professional references.
d. Indicate and list any pending legal actions.
e. Provide current copy of IRS Form W9.
f. Outsourcing Statement: If your organization must outsource or subcontract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Costs should be all-inclusive to include any outsourced or subcontracted work. Any proposals that call for outsourcing or subcontracting work must include the name, description, and contact information for the organization being subcontracted.

All contractual terms and conditions will be subject to review by the City of Folly Beach. This request does not commit the City to the award of a contract, or to pay any costs incurred in the preparation of a response to this request. The City of Folly Beach reserves the right to reject, in whole or in part, any bid submitted which, in the judgment of the City of Folly Beach, would not be in its best interest. The City also reserves the right to waive minor deficiencies or reject any or all proposals.

5. OTHER REQUIREMENTS OF THE CONTRACTOR

If contract is awarded, contractor must be prepared to provide and agree to the following, at his or her own expense, prior to beginning work and at all times during performance of services:

a. Commercial General Liability Insurance on an occurrence basis in an amount equal to $1,000,000 for each occurrence and must include the following coverages: (i) completed operations coverage, (ii) blanket contractual coverage, including both oral and written contracts, (iii) personal injury coverage.
b. Worker's Compensation insurance to the statutory limits required by South Carolina state law.
c. Automobile Liability Insurance $1,000,000 combined single limit per accident for bodily injury and property damage.
d. Maintenance of state and local licenses necessary to operate a business in the City of Folly Beach. These costs are not to be paid in whole or in part by the City.
e. Indemnification and hold harmless documentation for any and all claims arising out of its performance of its duties under this contract.
f. Compliance with all applicable federal, state and local laws, ordinances and regulations.
g. The bidder selected will engage in a contractual agreement based on this proposal prior to any work being performed.
h. Any modifications to the contract shall be in writing and signed by both parties.
i. All personnel and subcontracted personnel of the selected contractor will be required to pass a SLED background check administered by Folly Beach Public Safety and pass the SLED online security awareness training. Subsequently if new employees or subcontracted personnel are utilized during the contract they must also comply with these requirements.

6. PROPOSAL EVALUATION CRITERIA

The primary intent with regard to the procurement of these services is to obtain what the City would consider to be the best package of products and services. This includes overall proposal suitability, a clear and organized proposal, price competitiveness, and quality of previous work performed. Bidders will further be evaluated on their experience, qualifications, and references.

Contractor/Vendor Name: _____

Offeror Representations

I certify that:

1. I am an agent of the company authorized to make representations on behalf of the company.
2. I have read and understand the solicitation.
3. I have not in any way colluded with anyone to obtain information that would give me an unfair advantage over others or set pricing for the proposal.
4. I (alongside the Company) am qualified to perform the services required by the solicitation.

_____
Authorized Signature for Bidder/Offeror & Date

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____and made oath.

Sworn to and Subscribed before me

this_____day of_____, 2026

_____
Notary Public in and for South Carolina My Commission Expires:

REQUEST FOR PROPOSAL (RFP 02-26)CITY OF FOLLY BEACH JANITORIAL SERVICES

Score Sheet

Staff Name: LUTZ

Bidder Name	Ability, Capacity & Skill	Timeliness & Promptness	Character & Reputation	Past Performance Quality	Legal Compliance	Financial Resources
Contact Group Solutions LLC	5	5	0	0	5	0
Herald Complete Cleaning Services						
TC Services						

Service Quality & Adaptability	Bid Conditions	Notes	Overall Score
0	5	$91K too high	20
		Non Responsive	0
		Non Responsive	0
		Non Responsive	0

REQUEST FOR PROPOSAL (RFP 02-26)
CITY OF FOLLY BEACH JANITORIAL SERVICES

Company	Contract Amount	Notes	Responsive
Contact Group Solutions LLC	City Hall $22,566 DPS $54,859.20 Comm Center $13,800 **Total $91,225.20**		Yes
Complete Cleaning	7-Days a week Per Month $3,425 7-Days a week Per year $41,100 Terrazzon Floor Care 2 annual strip/wax $2,700	Missing prior work performed	No
TC Services	City Hall 5-days a week $1,278 per month DPS 7-Days a week $1,672 per month Comm Center 5 - days a week $992 per month **Total $47,304**	missing list of pending legal actions and did not provide any references	No
Herald	City Hall monthly $1,800 DPS monthly $2,500 Comm Center monthly $1,200 monthly cost $5,500 **Total $66,000**	missing outsouring statement & list of pending legal actions	No

CITY OF FOLLY BEACH

Date: May 12th, 2026
Re: Special Events Committee

Mayor and Council,

The Special Events Committee met on April 6th & May 4th, 2026, to review four event applications. Below is a summary of each event and the Committee's recommendations:

Half Rubber Heroes July 25th
Half rubber is a baseball-style game played with a sliced rubber ball and a broomstick-style bat. The event producer has requested approval to host a tournament on July 25th on the beach in front of the County Park. The Committee raised concerns about this request and asked whether the applicant would be willing to move the event to September 26th, citing off-season impacts. The Special Events Committee voted unanimously to forward the request to Council for approval, with the condition that medical personnel are on site for the duration of the event.
Applicants request:

- Approval of the event on the beach on July 25th // Committee recommends September 26th

World Mental Health Day October 10th, 2026, Rain Date October 17th, 2026
This will be the third annual World Mental Health Day event. Waves 4 Women, along with other Folly Beach groups, hosts a guided yoga and meditation event on the beach. The event producer stated that this year, they will be requesting vendor and parking considerations. The Special Events Committee voted unanimously to forward these requests to Council for approval.
Applicants request:

- Waive parking fees at the 5th West Parking Lot for the duration of the event, 8:00 AM–11:00 AM
- Allow one vendor to operate in the parking area during the event

Warrior Surf's Spike & Fright Volleyball Tournament October 31st, 2026
Warrior Surf will host a Halloween beach volleyball tournament to raise money for the Warrior Surf Foundation and bring the community together through a costume contest and volleyball tournament. The event producer stated that they may reach out to two vendors or work with Tides Hotel for food service. The Special Events Committee voted unanimously to forward these requests to Council for approval, with the condition that medical personnel be on site for the duration of the event.
Applicants request:

- Approval of the event on the beach
- If vendors are needed, approval for up to 2 vendors

James Island Lil Trojans Folly Beach Workouts June 13th, 27th; July 11th, 25th
The purpose of these beach football workouts is to provide structured offseason conditioning and skill development for youth athletes ages 11–12. Workout sessions are scheduled from 8:45 AM to 10:30 AM in front of the County Park. Each session will consist of structured, coach-led activities focused on youth athletic development in a safe, non-contact environment. The event producer stated that all trainers are up to date on CPR certification and that a registered nurse will be on site. The Special Events Committee voted unanimously to forward these requests to Council for approval.

Applicants request:

- Approval of the event on the beach

Special Events Committee

City Council Meeting Minutes Tuesday, April 14, 2026

1. **CALL TO ORDER/ROLL CALL**
   Quorum. All council members present.
2. **INVOCATION & PLEDGE OF ALLEGIANCE**
   Councilmember Fink led the invocation.

3. **MAYOR'S COMMENTS**
   Mayor Bizzell stated that the best way to meet with him is to email him. He explained that the most productive conversations happen across the table and not on Facebook. Mayor Bizzell honored Michael Norton for his years of dedication to the city and for his service on the Planning Commission.
   Councilmember Grooms thanked Mr. Norton, his appointee to the Planning Commission, for his years of service.
   Mayor Bizzell stated that he has appointed Aaron Pope as interim Zoning Administrator in the absence of the current Zoning Admin.

4. **STAFF REPORTS**
   a. Aaron Pope, City Administrator. Mr. Pope stated the current consultant has been operating for ten years. He explained that it would be appropriate to reevaluate the city's needs and go back out for bid.
   b. Mr. Pope stated that a question was asked by a beach vendor about whether a beach chair vendor could deliver wedding chairs via ATV. He explained that the council in the work session stated that no wedding chairs can be delivered on the beach by ATV.
   c. Andrew Gilreath, Director of Public Safety. Chief Gilreath reviewed each special event and the committee's recommendation.

5. **APPROVAL OF AGENDA**
   Councilmember Grooms moved for approval. Councilmember Fink seconded.
   Mayor Bizzell stated that Elizabeth Niepsuj has withdrawn her request for a personal appearance along with Shane Granigan.
   Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
   All in Favor. Motion Approved
6. **APPROVAL OF MINUTES**
   Councilmember Fink moved for approval. Councilmember Fink seconded.
   Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
   All in Favor. Motion Approved

7. **PERSONAL APPEARANCES**
   a. Philip Antman, with Salt Marsh Surf Co. Mr. Antman requested to operate a Non-Franchise surf lesson.
      Councilmember Holiday moved for approval. Councilmember Houghton seconded.

Councilmember Rich moved to postpone until next month. He explained that there is an ordinance being discussed later in the meeting that directly deals with non-franchise beach businesses. Councilmember Rich stated that it would be better to address the ordinance first, then bring them back under the new rules. Councilmember Farley seconded.
Councilmember Fink, Yes; Councilmember Holladay, No; Councilmember Houghton, No; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
Motion Approved 5-2

b. Dr. Elko with the Folly Beach Wahine Classic. Dr Elko asked that, in addition to their preapproved event held on July 25th & 26th, they are requesting the parking fee to be waived during the event and vendors to operate on the beach.

Councilmember Fink moved for approval. Councilmember Houghton seconded.

Councilmember Farley asked how parking was handled in years past.

Dr. Elko stated that the city would purchase half-price parking passes. He explained that they have stopped requesting ATax funding to the tune of $15,000, which helped cover parking.

Councilmember Rich asked what kind of vendors would be operating on the beach.

Dr. Elko stated that the vendors would be beach merch and no food. She added that there will be fewer than 10 vendors. Dr. Elko stated that, through tracking of vendor revenues, they are not making a ton of sales.

Councilmember Rich said that if they are not making a bunch of sales, why then offer so many spaces?

Councilmember Rich asked what it would cost for these spaces to be opened up.

Mr. Pope stated that the contractor said it would be roughly $2,488.
Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
All in Favor. Motion Approved

c. Nancy Hussey with Surfers Healing. Ms. Hussey stated that Surfers Healing will be celebrating their 30th anniversary this year. She requested approval for her event on August 19th.
Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
All in Favor. Motion Approved

d. Billy Smith with the Folly Beach Baptist Church. Mr. Smith asked for approval for the exclusive use of Folly River Park for the National Day of Prayer.

Councilmember Grooms moved for approval. Councilmember Rich seconded.
Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
All in Favor. Motion Approved

8. CITIZENS' COMMENTS

a. Will Sneed stated he liked the idea of the second street walkover hut. He explained that if given the opportunity to run the hut, he would like to staff it and have someone able to meet the customers and be able to handle walk-ups.

b. Tim Kenndey, owner of Tabby Island. Mr. Kenndey stated that he is affected by the flooding on the west end and stated that he is in support of the pump resolution.

c. Suzanne Michelle, 1201 Tabby Drive. Ms. Michelle stated their support for the pump resolution and would like the city to continue the efforts of the Burm on 13th Street.

d. Simon Chance 1205 Tabby Drive. Ms. Chance stated that she is very appreciative of the action the city is taking to address the flooding. She asked if there could be some mindful thinking regarding the aesthetics of the pump.

e. Amanda Griffith, 123 East Arctic. Ms. Griffith stated that she is an Owner Occupant Property with a one-bathroom home. She explained that the $650 charge every year for a septic tank check is really burdensome on a 72-day renter. Ms. Griffith asked the council to consider OOP be inspected every other year.

f. Rich Quinn with Warrior Surf Foundation. Mr. Quinn stated council needs to consider the ramifications of their decisions when altering the function of an area where nonprofits operate.

g. Wendy Ezelle 313 West Hudson. Ms. Ezelle stated that it is important for a beach chair franchise to have some sort of storage near the beach. She explained that her company moves over 8,000 pounds just in chairs every day, and without storage nearby, that adds to traffic in the streets and more of an impact on everyone. She asked the council to allow the construction of a storage shed on the west side of the beach to help alleviate this issue.

9. COMMISSION, BOARD, COMMITTEE REPORTS

a. Mr. Pope reviewed the Planning Commission results of the public hearing for Ordinance 003-26 and the subdivision variance for 7 Center Street. He stated that the commission granted the subdivision variance for 7 Center Street. Mr. Pope stated the commission recommended approval of Ord. 003-26, with a recommendation that lot area requirements in the corridor commercial be restricted to one per acre of high ground. Also, the outdoor retailers can't interfere with the operation of the business.

10. OLD BUSINESS

a. **ORDINANCE 003-26:** An Ordinance to Amend Chapter 164.03-03(G) of The Folly Beach Code of Ordinances to Allow Outdoor Retailers to Operate in The Corridor Commercial Zoning District.

Councilmember Grooms moved for approval. Councilmember Houghton seconded.

Mr. Pope stated that the Planning Commission requested that we use the pending ordinance doctrine since this is a zoning ordinance.

Councilmember Farley moved to accept the recommendations of the planning commission with a maximum of 5 outdoor retailers allowed. Councilmember Grooms seconded.

Councilmember Rich asked why he picked 5 when the limit on outdoor vendors on the island is set at 4.

Councilmember Farley explained that the Harris Teeter lot could have 9, and that is way too much, and that 5 is a bit more accommodating.

Councilmember Rich restated his concern about 5 vendors.

Councilmember Farley accepted the friendly amendment to his motion of 4 vendors max.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Amendment Approved

Ordinance 003-26 As Amended

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved & PENDING

b. **ORDINANCE 005-26:** An Ordinance Amending Chapter 52 of The Folly Beach Code of Ordinances by Removing the Fixed Rate Structure in Section 52.079 And Allowing Future Rate Changes for Sewer Tap and Impact Fees to be Adopted by Periodic Resolution of Council.

Councilmember Farley moved for approval. Councilmember Fink seconded.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

c. **ORDINANCE 006-26:** An Ordinance Amending Chapter 51 of The Folly Beach Code of Ordinances by Removing the Fixed Rate Structure in Section 51.005 And Allowing Future Rate Changes for Water Tap and Impact Fees to be Adopted by Periodic Resolution of Council.

Councilmember Grooms moved for approval. Councilmember Holladay seconded.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

11. NEW BUSINESS

a. **ORDINANCE 007-26:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 55 (On-Site Septic System Management) To Remove the Automatic Pump Out Requirement for Annual STR Septic Inspections and Require a Pump Out Only If Recommended Upon Completion of a Visual Inspection of The Septic System.

Councilmember Grooms moved for approval. Councilmember Farley seconded.

Councilmember Rich moved to postpone until the May meeting. Councilmember Houghton seconded.

Councilmember Rich explained that the postponement is to address a change that was not included in the presented ordinance.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

b. **ORDINANCE 008-26:** An Ordinance Amending the Folly Beach Code of Ordinances Section 131.21 (Prohibited Behavior) To Specify That Certain Activities Performed on Bridges Within the City Are Classified as Disorderly Conduct.

Councilmember Fink moved for approval. Councilmember Farley seconded.

Councilmember Rich asked what the punishment for this is.

Chief Gilreath stated that this follows the standard discretion unless the council specifies.

Councilmember Rich stated that he wants to make sure that the same punishment is

not applied to someone who locks up their bike to a bridge as someone who throws rocks at boats.

Chief Gilreath stated that unless specified by council, all the enforcement in this section will be the general penalty. He added that the way the disorderly conduct ordinances were written, it was a list of prohibited actions and all fall under the same group instead of a bunch of different ones.

Councilmember Rich asked that this is the same section used to issue tickets from before.

Chief Gilreath said that yes, however, it is different when you write on a ticket disorderly conduct versus writing a subsection of jumping it carries a different connotation on a criminal history.

Councilmember Houghton asked that, with this thinking, the consequence is more significant.

Chief Gilreath stated that accountability is the same. He added that in the State of South Carolina, city ordinances carry the weight of a crime, unlike in most states, which treat this as a civil issue. He further explained that if an individual gets a ticket here, and it is a disorderly conduct and undergoes a criminal history check in another state, they will see a disorderly conduct charge, which can be more serious in other places. Chief Gilreath said that he is trying to discern a different activity, so it does not carry the same context throughout their life.

Councilmember Farley stated he discussed with the chief about individuals parking on the vegetation next to the walking paths and that the current charge would be disorderly conduct by destroying public property. He explained that this might also be an example of a heavy charge for this act and said that this would be better suited in the parking enforcement ordinance. Councilmember Farley acknowledged that this can't happen tonight but would like to see a discussion at the next meeting.

Chief Gilreath said that it is correct. He clarified that if an individual is out here acting knowingly, destroying property, and acting like a menace, then yes, the disorderly conduct charge would be appropriate. But if you unknowingly park on some grass or vegetation and damage but it wasn't intentional, the parking violation would be more appropriate.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, No; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

Motion Approved 6-1

c. **ORDINANCE 009-26:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 95 To Set a Limit on The Length of Physical Restraints, To Require the Removal of Pet Waste, And to Organize the Chapter for Clarity.

Councilmember Farley moved for approval. No Second

Motion Fails

d. **ORDINANCE 010-26:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 118 (Commercial Activity on Public Property) to Allow Weighted Loungers Overnight in Section 1, to Allow Council to Set Limits for the Number of Students in a Surf Lesson, and to Establish a Requirement That Franchisees Make a Good Faith Effort to Offer the Services for Which a Contract Has Been Awarded.

Councilmember Rich moved for approval. Councilmember Holladay seconded.
Councilmember Rich moved to amend section 118.03 (C) 1 (D) with The number of students may be increased by resolution of the council based on location, instructor ratios, or other factors deemed relevant; in no case shall the number of students approved by the council exceed 20. Annual fees for lessons will be subject to the fee structure below: 0-5 Students $500 base fee plus 2% gross receipts, 6-10 students $1000 base fee plus 3%gross receipts, 11-15 students $1500 base fee plus 4% gross receipts, 16-20 students $2000 base fee plus 5% gross receipts. Councilmember Houghton seconded.
Councilmember Farley stated that a class size of 16-20 is too big.
Councilmember Rich stated that this helps standardize the non-franchise structure and establishes a fee structure.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, No; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

Amendment Motion Approved 6-1

Ordinance 010-26 As Amended

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, No; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

Motion Approved As Amended 6-1

e. **ORDINANCE 011-26:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 72 (Parking Regulations) By Allowing the Sale of Non-Residential Parking Passes for Use by Properly Registered Non-Profit Entities in Beach Access Parking Lots Managed by The City.

Councilmember Farley moved for approval. Councilmember Grooms seconded.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

f. **RESOLUTION 11-26:** A Resolution by The Folly Beach City Council Approving an Amendment to the 2w & W Arctic Shoulder Improvement (HMGP 4492) D&E Contract for Additional D&E Services to Davis & Floyd Engineering in the Amount Of $16,000.00 Due to Additional Phase 1 Closeout Deliverable Requirements from FEMA and SCEMD.

Councilmember Fink moved for approval. Councilmember Grooms seconded.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

g. **RESOLUTION 12-26:** A Resolution by the Folly Beach City Council Adopting Increased Water and Sewer Tap and Impact Fees for City Customers as Recommended by the Completed 5-Year Rate Study.

Councilmember Fink moved for approval. Councilmember Houghton seconded.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

h. **RESOLUTION 13-26:** A Resolution by The Folly Beach City Council Authorizing the Purchase of ADA Compliant Beach Access Mats from The ADA Compliance Reserve Account.

Councilmember Houghton moved for approval. Councilmember Fink seconded.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

i. **RESOLUTION 14-26:** A Resolution by The Folly Beach Council Lowering the Number of Free Business License Stickers from Two Per Business to One Per Business.

Councilmember Farley moved for approval. Councilmember Grooms seconded.

Councilmember Rich asked how many businesses get the second sticker and how many purchase more.

Mr. Pope stated that last year, 2,167 decals were issued, 1,156 free stickers were issued, and 1,011 were sold. He explained that the city only nets about $200 for the sticker and the city is in the hole for the stickers.

Councilmember Houghton stated that this should not be approved. She explained that individuals who have a business in folly contribute enough.

Councilmember Farley moved to amend the amount to $3.00. Councilmember Fink seconded.

Councilmember Fink, Yes; Councilmember Holladay, No; Councilmember Houghton, No; Councilmember Farley, Yes; Councilmember Rich, No; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

Amendment Passed 4-3

Resolution 14-26 as amended

Councilmember Fink, Yes; Councilmember Holladay, No; Councilmember Houghton, No; Councilmember Farley, Yes; Councilmember Rich, No; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

j. **RESOLUTION 15-26:** A Resolution by The Folly Beach City Council Authorizing City Staff to Purchase an AED Public Access Defibrillator with Free-Standing Tower and Signage In The Amount Of $5,556.48 (With Taxes) Plus $2,500 For Pads Plus $3,000 For Commercial Electrical Installation for A Total Estimated Cost Of $11,056.48.

Councilmember Grooms moved for approval. Councilmember Holladay seconded.

Councilmember Grooms shared his personal story about an individual he witnessed needing life-saving treatment down at the Folly Beach pickleball courts. He commended the public safety department on their fast response.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

All in Favor. Motion Approved

k. **RESOLUTION 16-26:** A Resolution by The Folly Beach City Council Authorizing City Staff to Purchase a Stormwater Pump and Stand with Remote Monitoring Hardware to Be Placed Near Tabby Drive in the Amount Not to Exceed $95,000 From the Capital Acquisitions and Improvements Reserve.

Councilmember Fink moved for approval. Councilmember Rich seconded.
Councilmember Rich asked why the estimate of $80,000 why is written in the resolution for $15,000 more.
Mr. Lutz stated that it will cover engineering and the stand the pump needs to be on.
Mr. Pope asked Mr. Lutz to explain why the pump needs to be 9' high.
Mr. Lutz stated that on Folly, the height requirement for any mechanical equipment to be designed at flood elevation. He explained at that location, taking in to concertation the elevation, the standard is for 9'.
Councilmember Holladay asked if there had been consideration for aesthetics.
Mr. Lutz stated they will do what they can.
Councilmember Houghton asked, with this money going out, will the city need to next budget need to replenish that line item.
Mr. Gessner stated that yes, that would need to be addressed at the budget meetings.
Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
All in Favor. Motion Approved

l. **RESOLUTION 17-26:** A Resolution by The Folly Beach City Council Approving Amendment No. 002 To the Agreement for Professional Services for The Folly Beach Pedestrian Path - Indian Avenue Project to Davis & Floyd, Inc. In The Amount Of $106,200.00 Due To Additional SCDOT Federal Grant Requirements.
Councilmember Fink moved for approval. Councilmember Gooms seconded.
Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
All in Favor. Motion Approved

m. **RESOLUTION 18-26:** A Resolution Authorizing the Purchase of a Storage Shed at 2nd East For $18,000.

Councilmember Fink moved for approval. Councilmember Farley seconded.
Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, No; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
Motion Approved 6-1

n. **RESOLUTION 19-26:** A Resolution Authorizing a $4,000 Payment to Isla Surf as Reimbursement for Costs Incurred to Enclose a Portion of the 3rd West Beach Access Ramp.
Councilmember Fink moved for approval. Councilmember Holladay seconded.
Councilmember Rich moved to postpone until the end of Isla Surf franchise agreement. No Second.
Motion Fails
Resolution 19-26
Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, No; Councilmember Grooms, Yes; Mayor Bizzell, Yes.
Motion Approved 6-1

o. **RESOLUTION 20-26:** A Resolution by The Folly Beach Council Setting the Price and Number of Passes Per Entity for Nonprofit Parking Passes.

Councilmember Fink moved for approval. Councilmember Grooms seconded.

Councilmember Houghton moved to reduce the cost to $350. Councilmember Holladay seconded.

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, Yes; Councilmember Farley, No; Councilmember Rich, No; Councilmember Grooms, No; Mayor Bizzell, No.

Motion Fails 3-4

Resolution 20-26

Councilmember Fink, Yes; Councilmember Holladay, Yes; Councilmember Houghton, No; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

Motion Approved 6-1

p. **RESOLUTION 21-26:** A Resolution by The Folly Beach City Council Approving an Amendment in the Amount of $29,050 to the Contract Between the City of Folly Beach and Amt To Expand the Scope of Work For The Arctic Avenue Plan to Include an Amendment to the Approved Traffic Safety Action Plan and Resubmission Of The Safe Streets for All Grant Application.

Councilmember Fink moved for approval. Councilmember Rich seconded.

Councilmember Fink, Yes; Councilmember Holladay, No; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Rich, Yes; Councilmember Grooms, Yes; Mayor Bizzell, Yes.

Motion Approved 6-1

12. COUNCIL COMMENTS

Councilmember Grooms stated that on September 12th, Pet Helpers will be hosting a "Salty Snout" dog beauty contest.

Councilmember Fink thanked everyone for participating in the meeting.

Councilmember Houghton reminded everyone about the board and commission openings and encouraged involvement.

Councilmember Holladay reminded the council and the public of the importance of the surfing community to Folly Beach and the positive impact they have.

Councilmember Rich wished everyone a good night.

13. ADJOURNMENT

ALL MEDIA AND OTHER INTERESTED PARTIES
WERE NOTIFIED PURSUANT TO STAT LAW.

My name is Cody Hendrick, the Tide Turners Coordinator for WakeUp Carolina. Thanks for calling me back, I just wanted to quickly follow-up our call with an email.

We are currently working on registering WakeUp Carolina to operate nonprofit business on Folly Beach. In the past we provided Naloxone (Narcan) training at the city council meetings, with first responder entities, and business on Folly Beach (about 2 years ago). We are working to reengage that effort as well as a new project, Tide Turners Recovery Project.

Tide Turners Recovery Project is a certified Surf Therapy for Trauma Recovery program. We have designed it to be an all-community, all-recovery ocean therapy program for individuals impacted by trauma, grief, and substance use. This trauma-informed, peer led group endeavors to strengthen the mind, body, and spirit through the power of the ocean.

We plan to bring individuals or smalls groups of people (5 to 8) during the week (Mon-Fri). Currently I am certified as a lifeguard and basic life support. Additional individuals will be rigorously trained in ocean rescue, remote location first-aid, peer support, and crisis response.

With gratitude,

Cody Hendrick

TIDE TURNERS

an all community, all recovery

Surf Therapy Program



What is Surf Therapy?

Surf therapy is a proven method for improving mental health through somatic experience. By engaging in physical activity and learning a new skill we can shift how our brain thinks and reacts to everyday life experiences. We can even reframe past experiences and begin healing from old trauma while building new skills to help prevent future traumas from inflicting undue harm.

Improve whole body health

Our approach to mental wellness is through improving our individual strength by building community, inspiring hope, and empowering resilience.

Mind	Body	Spirit
Practicing mindfulness in the ocean, learning new skills, being present in the moment.	Strengthening the body through physical activity; the ocean is a place for play and growth.	Connecting our spirit to nature by engaging in activity in blue and green spaces improve wellness.

Benefits of Surf Therapy

A 2022 analysis of surf therapy* published to the International Journal of Environmental Research and Public Health found surf therapy positively impacted:

- **Depression**
- **Post Traumatic Stress Disorder**
- **Social Skills**
- **Confidence**
- **Trust**
- **Mobility & Physical Health**
- **Overall Mental Health**
- **Coping Skills**
- **Resilience**
- **Independence**

Who can benefit from Surf Therapy?

Anybody that has experienced or is currently experiencing trauma, grief, substance use, moral injury, difficulties with mental health, emotional regulation, anxiety, depression, PTSD.

Surf Therapy can: improve confidence, physical fitness, self-esteem, positive body image, self compassion, alleviate stress, reduce substance use, improve social development, reduce anxiety and depression, manage symptoms of PTSD, and more.

*Reference Link - MDPI Open Access Journals
Surf Therapy—Qualitative Analysis: Organization and Structure of Surf Programs and Requirements, Demands and Expectations of Personal Staff: https://www.mdpi.com/1660-4601/19/4/2299

Program Structure

Our program, primarily practiced in the ocean, also integrates wellness education on the land. The program is designed with independent learning modules that incorporate group activities, inner reflection, and expanding awareness. A typical 2-hour surf therapy coaching session includes:

30 mins. module based education | 1 hour surf session | 15 mins. for Journaling and Reflection

Is Surf Therapy for Trauma & Recovery for Me?

Surf Therapy benefits anyone experiencing any type of life difficulty, we have a common expression in recovery that “you are in recovery if you say you are.”

Community Members	First Responders	People in Recovery	People in Mourning
Nobody is immune to daily stress, traumas, and the fast pace of our digital world.	Dealing with acute & complex traumas at a higher rate than average citizens.	Finding hope & resilience in a judgement free zone that facilitates healing & healthy lifestyle.	Suffering from loss can have varying effects on individuals, learn effective coping tools.

Key Visuals

We have come to understand that modern mental health models and methods, can be necessary yet not sufficient for everyone; we find that, in addition to traditional therapies, a return to nature through self-expression and play are effective tools in:



Seeking New Purpose



Building Community



Finding Balance

Proposed Location

We have identified Folly Beach, SC as our possible location due to the regularity of beginner friendly waves, positive surf culture, beach access, public amenities (such as toilets and showers).

Office Locations and Contact Information

Mount Pleasant	Moncks Corner
776 Johnnie Dodds Blvd., Suite C, Mount Pleasant, SC 29464	325 E. Main St., Moncks Corner, SC 29461
(843) 972-8154	(843) 761-6677

Name of Business	**Float Club Surf LLC**
DBA	**Float Club Surf Co**
Business address	6650 Rivers Ave, North Charleston, SC 29406
Mailing address	6650 Rivers Ave, North Charleston, SC 29406
Contact Name	**Dylan O'Connor**
Contact Phone Number	8435801877
Email	Floatclubsurfco@gmail.com
Location on the beach or Nearest Walkover	End of 4th St East (willing to deconflict as requested by city officials)
Start Date	**May 13th, 2026**
End Date	**November 1, 2026**
Business Hours	**7:00 am to 4:00 pm, Saturdays and Sundays**
Description of Activity	Company offers surf lessons in individual or small group setting (in accordance with City of Folly Beach non-franchise agreements for commercial activity on the beach). Priorities are building competency in the water in a safe environment, acting as responsible stewards of our beaches, and community building in a positive learning environment.
Estimated Number of Attendees (per session)	1 to 5
What safety measures will be in place (First Aid):	-Staff certified in first aid, lifeguarding, and surf instruction by International Surfing Association -First aid resources available -Emergency Action Plan in place and current -Maintain staff to student ratios -Safety and beach orientation with each new class -Business has general liability insurance ($1M with city listed as additional insured)

Any other information that you would like Council to consider	Please see cover letter, owner resume, business plan, and business application submitted to the city.
Docs:	3101
Name of Activity	Individual and small group surf lessons

14 April 2026

Dylan O'Connor
Float Club Surf LLC
Charleston, SC
843.0580.1877
floatclubsurfco@gmail.com

Dear Members of the Folly Beach City Council,

I am writing to respectfully request consideration for a non-franchise business license for Float Club Surf Co., a small surf instruction business designed to operate on Folly Beach in alignment with the City's regulations and community values.

My background includes service as a U.S. Navy Explosive Ordnance Disposal (EOD) and Joint Diving Officer, where I led small teams in high-risk, dynamic environments requiring strict safety protocols, detailed planning, and accountability. I was honorably discharged from the Navy in the spring of last year, after which my wife and I made the decision to settle in Charleston and become active members of the local community.

I currently work as a Senior Systems Engineer at the Medical University of South Carolina, managing operational initiatives and redesigning low-performing areas to enhance results for patients and clinicians. I have also been actively involved in the community as a volunteer response technician with the Charleston County Volunteer Rescue Squad, supporting emergency response efforts across the area.

My company, Float Club Surf Co., is intentionally designed as low-impact model focused on private and small-group lessons, primarily on weekends. The goal is to provide an introduction to surfing while promoting the core tenets of my business, water-safety, stewardship of the environment, and community building, in a way that supports local tourism and maintains the welcoming and responsible culture that makes Folly Beach special.

I would also like to acknowledge and apologize for not submitting a non-franchise business application prior to the February deadline. This was due to my misunderstanding of the application timeline, as I had initially planned to complete my lifeguard certification this spring before applying. I appreciate your consideration in allowing me to present this proposal despite that oversight. I am committed to operating in full compliance with all City of Folly Beach ordinances and to maintaining open communication with city officials.

While operating in Folly Beach, I aim to contribute positively to overall beach safety and visitor awareness through both my professional background and surf instruction experience. In addition to my military background, I bring credentials from the International Surfing Association, from AMP-Surf (known for rehabilitating and supporting disabled individuals through surfing), and I have even taught lessons through language barriers to foreign naval personnel in the Middle East.

Thank you for your time and consideration. I appreciate the opportunity to present this proposal and would welcome any questions.

Respectfully,
Dylan O'Connor

10 April 2026

Float Club Surf Co. – Business Plan

1. Executive Summary

Float Club Surf Co. is a small, safety-focused surf instruction business offering private and small-group lessons on Folly Beach. The company operates as a low-impact, boutique service providing structured, beginner-friendly experiences for visitors and residents.

The business emphasizes safety, environmental stewardship, and community engagement while supporting Folly Beach's reputation as a premier coastal destination. Operations are intentionally limited in scale, with small group sizes and responsible beach use.

Float Club Surf Co. will operate in full compliance with all applicable city ordinances, including §118.03 governing commercial activity on the public beach.

2. Business Overview

Float Club Surf Co. provides private and small-group lessons for:

- Beginner surfers
- Families and small groups
- Individuals seeking guided instruction

Lessons introduce ocean conditions, basic technique, and surf etiquette in a structured, safety-first environment.

The model emphasizes:

- Small group sizes (1–3 students)
- Personalized instruction
- Calm, controlled learning conditions

Bookings will be generated through referrals, local partnerships, and online platforms.

3. Core Principles

Safety: Safety is the foundation of the business. The owner is a former U.S. Navy Special Operations Officer with over 20 years of surfing and ocean experience, supported by certifications including ISA, AMPSurf, lifeguard training, First Aid/CPR, Military Dive Officer, and Combat Casualty Care. Each lesson includes a safety briefing covering rip currents, wave awareness, and responsible behavior. Soft-top boards are used to reduce risk.

Stewardship: Lessons reinforce respect for ocean conditions, awareness of other beach users, and responsible use of public space. Participants are encouraged to follow leave-no-trace principles and respect wildlife.

Community: The business promotes positive outdoor experiences and will seek collaboration with local organizations. The owner volunteers with the Charleston County Rescue Squad and supports nonprofits such as Urban Surf 4 Kids.

4. Operations Plan

Operations are intentionally limited to maintain quality, safety, and minimal beach impact.

- Schedule: Primarily weekends, flexible with demand
- Instructor: Owner-operated

- Lesson Size: 1–3 students
- Equipment: Soft-top boards and safety gear
- Insurance: Minimum $1M liability, City listed as additionally insured

5. Location & Beach Use

Operations are planned for Zone 2 near the end of 4th Street East, in alignment with city guidelines. Locations will remain flexible to comply with city direction, avoid congestion, and ensure safety.

Operations include:

- No permanent structures
- Equipment transported for each session
- Coordination with lifeguards

6. Market Position & Differentiation

Float Club Surf Co. is positioned as a small-scale, private alternative to larger surf schools. Key differentiators:

- Individualized, private instruction
- Small group sizes
- Flexible scheduling
- Emphasis on safety and quality over volume
- Professional background in safety and emergency response
- Strong focus on ocean education and stewardship
- Community-oriented approach and nonprofit involvement

Surf instruction also contributes to public safety by helping visitors better understand ocean conditions and safe behavior.

7. Closing Statement

Float Club Surf Co. is designed to operate as a small, responsible, and safety-focused business aligned with the values of Folly Beach. It prioritizes low-impact operations, strong safety practices, environmental respect, and positive visitor experiences while preserving the character of the beach.

Submitted in support of Float Club Surf Co. – Folly Beach, South Carolina

DYLAN O'CONNOR

Charleston, SC | 843.0580.1877 | floatclubsurfco@gmail.com

SUMMARY: I am a safety-focused professional with a background in naval special operations, emergency response, and ocean-based instruction. Previously, I served as a U.S. Navy Explosive Ordnance Disposal (EOD) and Joint Diving Officer and I currently work as a Senior Systems Engineer at the Medical University of South Carolina, with experience leading operations in high-risk, dynamic environments where safety is critical.

Since arriving in Charleston, I have been active in the local community through volunteer service as a recue technician with the Charleston County Volunteer Rescue Squad. As a surf instructor, I have taught lessons in the Pacific, Atlantic, and Gulf Coasts of the United States, and even to Arabic-speaking Naval personnel on the Mediterranean. I have over 20 years of experience surfing, diving, and general water competency. Now, I own Float Club Surf LLC., a small surf instruction business focused on safety, stewardship and community through private surf lessons in Charleston, SC.

OCEAN & SAFETY CERTIFICATIONS:

- **International Surfing Association (ISA) Instructor** - Globally recognized surf coaching certification focused on safe, structured instruction and ocean awareness
- **AMP-Surf Certified Instructor** - Adaptive surf instruction certification for supporting rehabilitation for disabled individuals
- **Lifeguard Training, First Aid & CPR** – from the American Heart Association and Red Cross
- **NAUI Master Diver & PADI Rescue Diver** - Advanced diving certifications emphasizing water safety, rescue techniques, risk management, planning, and emergency response
- **Freediving Instructors International (FII) Certification** – internationally accredited breath-hold dive training with focus on ocean competency and technique
- **Explosive Ordnance Disposal Officer and Diving Officer, USN** – highly specialized training in planning, risk management, safety, and emergency response

CURRENT ROLE: Senior Systems Engineer, Medical University of South Carolina Health

Senior Systems Engineer – April 2025 to Present:

- Leading performance improvement projects across the largest healthcare organization in South Carolina, focusing on facilities, logistics modernization, standardizing healthcare workflows, emergency management projects, and specialty laboratory workflows.
- Manage a portfolio of 20+ performance improvement projects across hospital departments, while mentoring a cohort of administrative fellows, supporting the adoption of new workflows and sustained performance.
- Leading a system wide initiative to certify the Medical University of South Carolina as the first certified hospital system in the Emergency Management Accreditation Program nationwide.

PRIOR EXPERIENCE: Lieutenant, Explosive Ordnance Disposal (EOD) Officer & Diving Officer, United States Navy

Assistant Operations Officer & Planning – March 2024 to March 2025:

- Planned and directed special operations exercises and responses at a battalion of 150 personnel, managing current operations and daily reports, while overseeing junior officers in the department and coordinating with partner nations and U.S. diplomatic entities.
- Developed and managed a $6 million budget for a unit deployed in support of the Global War on Terrorism (GWOT).
- Led the Tactical Operations Center, overseeing real-time decision-making and mentoring junior officers during high-risk operations.

Company Commander – October 2022 to March 2024:

- Led a team of ten EOD technicians in high-risk military special operations training, including counter Chemical, Biological, Radiological, Nuclear, and Energetic (CBRNE) and Weapons of Mass Destruction (WMD), explosive demolition, mixed gas diving, marksmanship, and problem solving.
- Supervised and qualified teams through 60+ high-risk exercises, ensuring readiness, safety compliance, and mission success.
- Designed training plans to ensure operational readiness and safety compliance during CBRNE incidents through advanced physics, material science, and engineering applications.

Officer In Charge – April 2022 to October 2022:

- Led a small team of emergency responses to explosive hazards across the Mountain West and at the U.S. Navy's Top Gun Aviation School.
- Managed certification programs for explosives handlers and coordinated joint responses with local, state, and federal first responders.

Platoon Commander - May 2018 to April 2022:

- Led eight personnel in diverse high-risk military operations including explosive demolition, mixed gas diving, marksmanship, and problem solving in high stress/high-risk environments.
- Certified in heavily screened technical and administrative supervisory roles including diving supervisor, demolitions operations supervisor, and EOD Officer
- Directed military personnel and refugees in a humanitarian operation during the U.S. withdrawal from Afghanistan.
- Led EOD protection teams with the Secret Service for the President of the United States, in addition to other protection teams for key personnel in U.S. government.

COMMUNITY INVOLVEMENT

Volunteer Technician, Charleston Volunteer Rescue Squad – July 2025 to Present: Volunteer emergency responder in Charleston County, SC.

Surf Instructor and Mentor, Urban Surf 4 Kids – 2020: Coached and mentored foster children from urban areas to empower them through surf therapy.

Water Safety Volunteer, AMP Surf – 2020: In water safety volunteer for the AmpSurf ISA World Para Surfing Championship, supporting disabled athletes from all over the world competing in an Olympics style Para Surf Competition.

Hurricane Michael Relief Effort Volunteer – 2018: Handled debris removal and housing repair for victims of Hurricane Michael in Panama City Beach, FL.

Travis Manion Foundation Volunteer/Event Organizer –2015 to 2018: Organized multiple fitness events at the U.S. Naval Academy with all proceeds benefitting the Travis Manion Foundation

EDUCATION & COURSES

Bachelor of Science, United States Naval Academy – June 2014 to May 2018: Political Science Major (3.8 GPA) with a Spanish Minor in top 10% of class. Selected as EOD Candidate Class Honor Man from 230 highly screened special operations applicants.

Joint Diving Officer, Naval Dive & Salvage Training Center - June 2018 – December 2018: Special operations pipeline focused on developing exceptional technical knowledge in underwater operations and dive physics, stringent safety protocols, and advanced personnel supervision for high-stakes maritime missions.

EOD Technician, Explosive Ordnance Disposal School - January 2019 – November 2019: Explosives engineering school focused on complex problem-solving skills for high-risk ordnance disposal, mastering critical safety protocols, and interpreting technical diagrams, while applying principles of physics and medical knowledge to explosive, CBRN, and underwater threats.

OTHER:

Language: Fluent in Spanish.

Military: Awarded 2x Navy and Marine Corps Achievement Medals, Humanitarian Service Medal. Explosive Ordnance Disposal Officer designation, Joint Diving Officer designation, Navy Freefall Parachutist designation. Top Secret (SCI) Clearance.

Other Certifications: Current Project Management Professional and Lean Six Sigma Black Belt.

Name of Business	**Salt Marsh Surf Co.**
DBA	**Salt Marsh Surf Co.**
Business address	1338 Ronald Lane
Contact Name	Philip Antman
Contact Phone Number	8436072209
Email	Philip.antman@gmail.com
Location on the beach or Nearest Walkover	**9th Block West**
Start Date	**May 1st, 2026**
End Date	**December 31, 2026**
Business Hours	**8am-1pm**
Description of Activity	We offer small group surf lessons. We have been active for 6 years on the Isle of Palms. We are lifeguards, CPR certified, and insured to conduct this business. We offer surf lessons for locals and visitors in small groups of up to 12 people max.
Estimated Number of Attendees (per session)	**2-8**
What safety measures will be in place (First Aid):	First Aid kit onsite at all times. Trained and certified staff.
Any other information that you would like Council to consider	We have been in operation for over 6 years and are licensed and insured on the Isle of Palms. We can add Folly Beach to our insurance policy when approved. We have been active in the Folly Beach surf community for over 30 years. We have volunteered at Surfer's Healing. We have over 90 5-star Google reviews. We provide top-notch surf instruction and an invaluable service to island visitors creating memories that last a lifetime.

Docs:	6952lifeguardcert2025.pdf
Name of Activity	**small group surf lessons, non-franchise**

We created our schedule back in January and submitted it to FBCC at the February council meeting, and we were approved for all dates. We didn't realize that we had requested the Saturday and Sunday of Memorial Day weekend.

We do not wish to run our contest on the weekend of May 23-24 and would like to request Saturday, May 16, as the replacement date.

Sorry for the inconvenience, but I'm sure with all of the traffic and tourists expected for a big weekend of Memorial Day.

Sincerely,
Marshall DePass
ESA Director

Main Contact	**Fred Smith**
Organization (If applicable)	Throw (tournament half rubber organization worldwide)
Address	7711 PEPPERCORN LANE NORTH CHARLESTON, S,C, 29420
Cell Phone	(84) 906-9739
Email	HALFRUBBER@hotmail.com
Event Location (Physical Address or Nearest Beach Access	In front of the county park. We plan to set up removable nets for two backstops to the right side of the beach access... Backstops will be side by side as to allow two games at a time and not take up too much beach... We will of course, have a hanging tape barrier to prevent vacationers from entering the playing area by mistake... At all of our tournaments, vacationers are always amazed at the games and ask many questions as to where the sport orinated and we tell them on the "edge of America" !!! We always hand out old game balls, and i will be giving away half rubber bats to kids and potential players of the future... All the out-of-towners always want a souvenier and we are happy to oblige !!!
Event Date	**July 25th (Preferred)** **Or** **September 26th**
Beginning Time (including setup)	**7:00 AM**
End time (including breakdown)	**6:00 PM**
Estimated Number of Attendees	100 (40 from the Charleston area) (possibly 60 from the Savannah area) of course, the players and families from out of town will need hotel rooms !!!
Event Name	**Half Rubber Heroes**

Event Purpose	To honor the legends of halfrubber who have passed on and left this great sport and legacy for us to cherish and continue !!! A memorial tournament is held every year on tybee beach to honor larry crawford by his son tyler!!! It will be held this year on june 13,2026!!! And yes we will be there on tybee island beach !!!
Description of Event	It will be a double elimination tournament and should be a one day tournament !!! The game is similar to stickball but involves special skills as you have to hit a half of a ball !!! As we say anybody can hit a whole ball !!! For a more in-depth view of halfrubber i suggest you visit www.halfrubber,com ...each game consists of three innings of three outs for each team...of course you are all invited to come and watch!!!
Please list any vendors involved in your event(ALL VENDORS MUST HAVE BUSINESS LICENSE WITH CITY OF FOLLY BEACH	NONE...

Main Contact	**Sarah Butler**
Organization (If applicable)	**Waves 4 Women**
Address	P.O. Box 352, Folly Beach 5th West, Folly Beach
Cell Phone	843-530-1100
Email	sarahelizabethwetmore@gmail.com
Event Location (Physical Address or Nearest Beach Access	**5th West on the beach**
Event Date	**Saturday October 10th, 2026 (Rain date Oct 17th)**
Beginning Time (including setup)	**8 am set up, event time 9 am**
End time (including breakdown)	**11 am breakdown**
Estimated Number of Attendees	**50**
Event Name	**World Mental Health Day**
Event Purpose	This would be Waves 4 Womenâ€™s third annual World Mental Health Day event. We mark the occasion with yoga and mediation on the beach. It typically only lasts an hour and a half.
Description of Event	World Mental Health Day commemoration We would like to request whether the city could allow for free parking passes at the 5th street walkover for this event this year. We would only need free parking for 2-3 hours. Perhaps the passes could â€œexpireâ€ at 11 am? Any ways that the city would like to be involved in this event, we welcome!
Please list any vendors involved in your event(ALL VENDORS MUST HAVE BUSINESS LICENSE WITH CITY OF FOLLY BEACH	Sundazed coffee (I will get their FB business licenses info) Waves 4 Womenâ€™s third has a City of FB Business License

☐

Main Contact	**Emily Rittenhouse**
Organization (If applicable)	**Warrior Surf Foundation**
Address	Warrior Surf Foundation P.O. Box 585 Folly Beach, SC 29439
Cell Phone	6315258359
Email	emily@warriorsurf.org
Event Location (Physical Address or Nearest Beach Access	On the beach in front of "Pinky's on the Beach" at the Logan Hall Memorial Beach Volleyball Courts
Event Date	**October 31, 2026**
Beginning Time (including setup)	**TBD set up around 7:00AM**
End time (including breakdown)	**end around 1:00pm**
Estimated Number of Attendees	**80-100**
Event Name	Tentative: Warrior Surf's Spike & Fright Volleyball Tournament
Event Purpose	The purpose is to bring the community together, enjoy a fun morning of beach volleyball, and ultimately raise funds and awareness for Warrior Surf Foundation.
Description of Event	Halloween beach volleyball tournament to raise money for Warrior Surf Foundation and bring the community together â€" we'll have a costume contest, volleyball tournament, etc.
Please list any vendors involved in your event(ALL VENDORS MUST HAVE BUSINESS LICENSE WITH CITY OF FOLLY BEACH	**TBD**


3281400231
Addtional Volleyball Court
Current Volleyball Court

Main Contact	**Shemika Champion**
Address	**1037 Pauline Avenue Charleston SC 29412**
Cell Phone	843-343-9967
Email	JiLilTrojansBooster@gmail.com
Beginning Time (including setup)	**08:30am**
End time (including breakdown)	**11am**
Estimated Number of Attendees	60 (athletes and coaches)
Event Date	June 13 and 27, 2026 and July 11 and 25, 2026
Event Location	Folly Beach near Folly Beach County Park
Event Name	**James Island (JI) Lil Trojans Folly Beach Workouts**
Purpose of Event	The purpose of these beach football workouts is to provide structured offseason conditioning and skill development for youth athletes ages 11â€"12. Sessions will be held every other Saturday during June and July 2026. These workouts are designed to: Improve speed, agility, and endurance through sand-based training Build lower body strength and balance using natural resistance from the sand Enhance football fundamentals including footwork, conditioning, and position-specific movement Promote teamwork, discipline, and leadership in a positive group environment Provide a safe, non-contact training setting focused on athletic development and injury prevention Additionally, the beach setting offers a unique training environment that reduces joint impact while increasing resistance, supporting both performance improvement and overall athlete health. All sessions will be

	supervised by qualified coaches and will follow age-appropriate training guidelines with an emphasis on hydration, safety, and structured activity.
Description of Event	Beach football workouts will be conducted every other Saturday during June and July 2026, with sessions scheduled from 8:45 AM to 10:30 AM. Each session will consist of structured, coach-led activities focused on youth athletic development in a safe, non-contact environment. Workouts will include: Dynamic warm-ups and stretching Speed, agility, and conditioning drills using sand resistance Footwork and movement-based football fundamentals Team-building activities and competitive drills Participants will rotate through stations designed to maximize engagement while maintaining proper supervision and spacing. The use of the beach environment provides natural resistance training while minimizing joint impact. Certified coaches and staff will oversee all activities, ensuring age-appropriate instruction, hydration breaks, and adherence to safety guidelines.
List any Special Effects	none
Please list any vendors involved in your event(ALL VENDORS MUST HAVE BUSINESS LICENSE WITH CITY OF FOLLY BEACH	none

CITY OF FOLLY BEACH

1st Reading: April 14th,2026
2nd Reading:

Introduced by: Mayor Bizzell
Date: April 14th,2026

ORDINANCE 007-26
AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES CHAPTER 55 (ON-SITE SEPTIC SYSTEM MANAGEMENT) TO REMOVE THE AUTOMATIC PUMP OUT REQUIREMENT FOR ANNUAL STR SEPTIC INSPECTIONS AND REQUIRE A PUMP OUT ONLY IF RECOMMENDED UPON COMPLETION OF A VISUAL INSPECTION OF THE SEPTIC SYSTEM.

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that Folly Beach Code of Ordinance be amended as follows:

NOTE: ~~Deleted material struck through~~, new material shown in red,

§ 55.03 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALTERATION. Any modernization, modification or change in the size, type, or flow of an existing septic system, including but not limited to any work performed in connection with a building renovation and/or change of occupancy of that building.

BASELINE INSPECTION. A thorough evaluation of an operating septic system to determine whether the system is functioning as designed, is not exhibiting signs of failure, and is being operated properly. A pump out of the system is required for a baseline inspection to properly examine the interior of the tank and to check for leaks from the house or saturated conditions in the drainfield. All inspections and pump outs must be performed by ~~inspectors~~ contractors and pumpers with valid SCDES licenses.

BEDROOM. Any room in a residential structure which is: greater than 70 square feet in area; susceptible to present or future use as a private sleeping area; has at least one egress window or door per fire code; has at least one interior method of entry and egress, excluding closets and bathrooms, which allows the room to be closed off from the remainder of the residence for privacy; and has a closet. In determining the number of bedrooms contained in any residence, it shall be presumed that all residences contain a living room, kitchen, bathroom and at least one bedroom.

CHANGE IN OCCUPANCY. Refers to any change in the occupancy classification of a structure that is likely to result in an increase in sewage flow into the system.

DEPARTMENT OF PUBLIC WORKS (or ***FBDPW).*** The Department of Public Works, City of Folly Beach.

DRAINFIELD. A system of trenches or beds, or other such seepage systems approved by SCDES, designed to disperse septic tank effluent into the soil for treatment.

FAILED SYSTEM. Any septic system that does not adequately treat and dispose of sewage that consequently creates a public or private nuisance or threat to public health and/or environmental quality, as evidenced by, but not limited to, one or more of the following conditions:

(1) Failure to accept sanitary sewage;

(2) Discharge of sanitary sewage to a basement, subsurface drain, surface drain or surface water unless expressly permitted by SCDES;

(3) Sanitary sewage rising to the surface of the ground over or near any part of a septic system or seeping down-grade from the drainfield at any change in grade, bank or road cut;

(4) Any deterioration or damage to any a septic system that would preclude adequate treatment and disposal of wastewater (for example, damage
from a vehicle driven over the drainfield or septic tank);

(5) A septic tank that is not constructed to be watertight (such as bottomless tank) as required to hold wastewater for primary treatment prior to discharging to a drainfield;

(6) The presence of a grease trap to which kitchen waste is discharged and which is not connected to the septic tank or drainfield;

(7) Exposure, reduction, or elimination of the drainfield area or holding tank through erosion;

(8) Repeated and prolonged inundation by floodwaters resulting in leakage of sewage;

(9) Water quality testing of adjacent and nearby waters that reveals a septic system as the source of contamination.

GOOD OPERATING CONDITION. A state in which the septic system, upon inspection, is determined to function in a sanitary manner, prohibits the discharge of untreated or partially treated wastewater onto the ground surface, into surface water, or into groundwater, and allows building plumbing to discharge properly.

GREASE TRAP. An interceptor tank used to trap grease and oils from kitchen waste. If the tank is not plumbed so that the remaining liquid enters the septic tank or a drainfield, it is in violation of this chapter.

INSPECTOR. An individual who has who has been approved by SCDES to inspect septic systems.

LICENSED INSTALLER. Any individual who holds a valid SCDES license for the installation and repair of septic systems. ***LICENSED INSTALLERS*** may hold a dual license for installation/repair and cleaning of septic systems; installers with a dual license are also classified as licensed pumpers.

LICENSED PUMPER. Any individual who holds a valid SCDES license to clean septic tanks and self-contained toilets.

MAINTENANCE. The clearing of stoppages in pipes and the regular cleaning of any septic tank, grease trap, building sewer, distribution lines or any other component of a septic system for the purpose of removing any accumulated liquid, scum and/or sludge without removing, replacing, or rearranging of pipes or surrounding soils. The term ***MAINTENANCE*** shall also be held to include any regularly required servicing or replacement of related mechanical, electrical or other equipment.

OWNER. Any person who alone or jointly or severally with others holds legal title to any

real property or has possession or control of any real property through any agent, executor, administrator trustee, or guardian of the estate of a holder of a legal title or has possession or control through any lease or purchase and sale agreement. Each such person is bound to comply with the provisions of these rules and regulations.

REGULATION 61-56 (R.61-56) INDIVIDUAL WASTE DISPOSAL SYSTEMS. Statewide regulation that governs the permitting, design and installation of septic systems.

RENOVATION. Any addition, replacement, reconstruction, or modification of an existing structure that adds bedrooms.

REPAIR. Work performed on a septic system in order to mend or remedy a specific defect or deficiency after the failure, injury, deterioration, or partial destruction of a previously existing septic system or component thereof. A ***REPAIR*** shall not include any alteration work performed on an existing septic system that increases the flow capacity of the system.

RESIDENCE. Any structure used for housing purposes, including but not limited to single- or multiple-family dwellings, duplexes, tenements, apartment buildings, condominiums, mobile homes, recreational vehicles or trailers.

SANITARY SEWAGE or ***WASTEWATER.*** Any human or animal excremental liquid or substance, any putrescible animal or vegetable matter and/or any garbage and filth, including but not limited to any black water discharged from toilets, or grey water discharged from laundry tubs, washing machines, sinks and dishwashers, as well as the content of septic tanks or privies.

SEPTIC SYSTEM. Any system of piping, tanks, drainfields, alternative toilets or other facilities designed to function as a unit to convey, store, treat and/or dispose of sanitary sewage by means other than discharge into a public sewer system. This may be either an on-site sewage disposal system (OSDS) or an engineered specialized onsite wastewater system (SOWS) permitted by SCDES pursuant to Standard 610 of Regulation 61-56. All new septic systems must be located on the same parcel as the structure to be served.

SEPTIC TANK. A watertight receptacle that receives the discharge of sewage from a building sewer and is designed and constructed to permit the deposition of settled solids, the digestion of the matter deposited and the discharge of the liquid portion into a leaching system (such as a drainfield).

SHORT-TERM RENTAL. Uses in which overnight accommodations are provided in dwelling units to guests for compensation for periods of less than 30 days.

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES). A division of the State of South Carolina responsible for protecting environmental health.

VISUAL INSPECTION. A visual evaluation of an operating septic system to measure sludge and scum levels in the tank and observation of the drainfield to determine whether the system is functioning as designed, is not exhibiting signs of failure, and is being operated properly. When conditions indicating failure of the system are observed during a visual inspection, a pump out of the system is required to properly examine the interior of the tank and to check for leaks from the house or saturated conditions in the drainfield. All inspections and pump outs must be performed by contractors and pumpers with valid SCDES licenses.

(Ord. 11-19, passed 4-9-19; Ord. 001-25, passed 2-11- 25)

§ 55.06 INSPECTIONS.

(A) *Baseline inspection required prior to sale.* A baseline inspection using SCDES approved ~~inspectors~~ contractors and FBDPW inspection forms is required prior to the sale of any property with a septic system. The inspection shall take place no earlier than 60 days prior to the sale of any ownership interest in property. In the event that the inspection does not occur

as specified prior to the sale, an inspection must be completed within 30 days of the water transfer.

(B) *Baseline inspection after failure and repair.* Properties with a septic system that has been repaired after notification of failure by the city are required to have a baseline inspection using SCDES approved ~~inspectors~~ contractors and FBDPW inspection forms. The inspection shall take place no later than 60 days after the repair to the system is complete.

(C) ~~*Baseline*~~ *Visual inspections for short term rentals.* A ~~baseline~~ visual inspection using SCDES approved ~~inspectors~~ contractors and FBDPW inspection forms is required annually to renew the rental registration for any property used for short term rentals. When conditions indicating a failure of the system are observed during a visual inspection, a pump out of the system is required to properly examine the interior of the tank.

(D) *Copies of inspections required.* The ~~inspectors~~ contractors shall give a copy of the completed inspection report ~~to the occupant,~~ to the property owner, and to the city when requested. ~~A copy of the inspection report, signed by the pumper must be submitted to the city within ten business days of the inspection. For sale of property, a copy of the report also shall be provided to the city.~~

(Ord. 11-19, passed 4-9-19; Am. Ord. 001-25, passed 2- 11-25)

RATIFIED this ___ day of _____2026, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk **Chris Bizzell, Mayor**

CITY OF FOLLY BEACH

1st Reading: April 14th, 2026
2nd Reading: May 12th, 2026

Introduced by: Mayor Bizzell
Date: April 14th, 2026

ORDINANCE 008-26
AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES SECTION 131.21 (PROHIBITED BEHAVIOR) TO SPECIFY THAT CERTAIN ACTIVITIES PERFORMED ON BRIDGES WITHIN THE CITY ARE CLASSIFIED AS DISORDERLY CONDUCT

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that Folly Beach Code of Ordinance be amended as follows:

NOTE: ~~Deleted material struck through~~, new material shown in red,

131.21 PROHIBITED BEHAVIOR.

A person shall be guilty of disorderly conduct if, with the purpose of causing public danger, alarm, disorder, nuisance or if his or her conduct is likely to cause public danger, alarm, disorder or nuisance, he or she willfully does any of the following acts in a public place:

(A) Commits an act in a violent and tumultuous manner toward another whereby that other is placed in danger of his or her life, limb or health;

(B) Commits an act in a violent and tumultuous manner toward another whereby the property of any person is placed in danger of being destroyed or damaged;

(C) Causes, provokes or engages in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;

(D) Assembles or congregates with another or others for the purpose of causing, provoking or engaging in any fight or brawl;

(E) Congregates with others or in crowds for unlawful purposes, as defined by federal or state law, this code or other ordinances;

(F) Interferes with another's pursuit of a lawful occupation by acts of violence, angry threats or abusive conduct;

(G) Obstructs, either singly or together with other persons, the flow of vehicular or pedestrian traffic and refuses to clear the public way when ordered to do so by the city police or other lawful authority known to be such;

(H) Is in a public place under the influence of an intoxicating liquor or drug in a condition as to be unable to exercise care for his or her own safety or the safety of others;

(I) Resists or obstructs the performance of duties by city police or any other authorized official of the city, when known to be an official;

(J) Incites, attempts to incite or is involved in attempting to incite a riot;

(K) Addresses abusive language or threats to any member of the Public Safety Department, any other authorized official of the city who is engaged in the lawful performance of his or her duties, or any other person when the words have a direct tendency to cause acts of violence; (Words merely causing displeasure, annoyance or resentment are not prohibited.)

(L) Damages, befouls or disturbs public property or the property of another so as to create a hazardous, unhealthy or physically offensive condition;

(M) Makes or causes to be made any loud, boisterous and unreasonable noise or disturbance to the annoyance of any other persons nearby, or near to any public highway, road, street, lane, alley, park, square or common, whereby the public peace is broken or disturbed, or the traveling public annoyed;

(N) Assembles or congregates with another or others for the purpose or with the intent to engage in gaming;

(O) Frequents any public place with intent to obtain money from other persons by illegal and fraudulent schemes, tricks, artifices or devices;

(P) Assembles with any person for the purpose of engaging in any fraudulent scheme, device or trick to obtain any valuable thing in any place or from any person in the city, or who shall aid or abet therein;

(Q) Is at any place where gaming or the illegal sale or possession of alcoholic beverages or narcotics or dangerous drugs is practiced, allowed or tolerated;

(R) Fails to obey a lawful order to disperse by a police officer, when known to be an official, where one or more persons are committing acts of disorderly conduct in the immediate vicinity, and the public health and safety is imminently threatened; and

(S) Uses abusive or obscene language or makes an obscene gesture.

(T) Jumps, dives, discharges fireworks, throws any objects, climbs or sits on the railings, fishes from, or locks a bike on any portion of a bridge located within the City of Folly Beach.

RATIFIED this 12th day of May 2026, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk	**Chris Bizzell, Mayor**

CITY OF FOLLY BEACH

1st Reading: April 14th, 2026
2nd Reading: May 12th, 2026

Introduced by: Mayor Bizzell
Date: April 14th, 2026

ORDINANCE 010-26
AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES CHAPTER 118 (COMMERCIAL ACTIVITY ON PUBLIC PROPERTY) TO ALLOW WEIGHTED LOUNGERS OVERNIGHT IN SECTION 1, TO ALLOW COUNCIL TO SET LIMITS FOR THE NUMBER OF STUDENTS IN A SURF LESSON, AND TO ESTABLISH A REQUIREMENT THAT FRANCHISEES MAKE A GOOD FAITH EFFORT TO OFFER THE SERVICES FOR WHICH A CONTRACT HAS BEEN AWARDED.

§118.03 COMMERCIAL ACTIVITY ON THE PUBLIC BEACH.

(A) There are hereby designated two sections of the public beach, Section One and Section Two. No commercial activity is permitted on the public beach except as expressly provided for herein.

(1) Section One is the area between 3rd West and 3rd East.

(2) Section Two is the balance of the public beach.

(B) Beach chair and umbrella rentals provided by vendors operating under a franchise agreement with the city are allowed in Section One and Section Two.

(1) No more than two beach chair and umbrella rental franchises shall be allowed in each Section.

(2) No other goods except beach chairs and umbrellas shall be delivered to or transported on the public beach.

(3) Each vendor may transport beach chairs and umbrellas by motorized vehicles on public property in Section One and Section Two.

(a) Each vendor may only operate two motorized vehicles in either section at the same time.

(b) From May 1 to October 31, no motorized vehicle may operate prior to the completion of turtle monitoring and the issuance of an all-clear notice from the city or its designee.

(c) In Section Two, chairs and umbrellas must be transported by accessing the public beach at the nearest drivable beach access.

(d) All drivers and supervisors employed by the vendor must complete proof of beach driving safety certification.

(e) All franchise holders operating motorized vehicles on the public beach must provide documentation of liability naming the city as an additional insured.

(4) All beach chairs and umbrellas, except for approved ~~wooden~~ weighted lounge chairs located in Section One, shall be removed from the public beach prior ~~so~~ to sundown.

5) (a) Groupings of chairs and umbrellas provided by franchise holders may not exceed a maximum of 30 feet width or depth, must be spaced at least 30 feet from other groupings of chairs or umbrellas, and may not be located within 30 feet of the entrance to a public beach access.

(b) Beach chair and umbrella franchise holders may not advertise on the beach except that:

1. Each franchise holder may have two tents in Section One, no larger than ten feet by ten feet, one tent may include the provider's name, logo, and contact information. In Section Two, franchise holders may use a maximum of two unmarked tents, no larger than ten feet by ten feet, to support their operations. All tents must be removed from the public beach prior to sundown.

2. Each vendor may use one sandwich-style board to advertise their business on the beach.

(C) Surf and paddle board lessons and camps are allowed in Section Two.

(1) Surf and paddle board lessons are limited to a maximum of five students.

(a) Lessons do not require a franchise agreement but must obtain permission from City Council and a business license annually.

(b) Permission from City Council will only be considered if proof of the safety standards and certifications of division (C)(3) is presented to Council.

(c) Lessons must occur outside of Section One and the washout (1500 block) and do not have exclusive right to any section of the beach.

(d) The number of students may be increased by resolution of the council based on location, instructor ratios, or other factors deemed relevant; in no case shall the number of students approved by the council exceed 20. Annual fees for lessons will be subject to the fee structure below:
0-5 Students $500 base fee plus 2% gross receipts,
6-10 students $1,000 base fee plus 3%gross receipts,
11-15 students $1,500 base fee plus 4% gross receipts,
16-20 students $2,000 base fee plus 5% gross receipts.

(2) Surf and paddle board camps involving more than five students must have a franchise agreement with the city. There will be a maximum of four surf camp franchises per year on the beach and two paddle board camp franchises, with location determined by city staff in coordination with franchise holder. Camps must not exceed 40 students and can only operate between the hours of 8:00 a.m. to 1:00 p.m. Camps must comply with the safety standards and certifications of division (C)(3).

(3) All surf and paddle board lessons and camps must adhere to the following safety standards:

(a) Lessons and camps must have one instructor for every five students.

(b) At least one instructor per ten students must be lifeguard, CPR, and first aid certified, with current certifications on file with the city. This certification requirement also applies to lessons, classes, and camps having less than ten students. There must be a first aid kit on site.

(c) Each provider must carry liability insurance of at least $1,000,000 that names the city as an additional insured.

(d) Lesson and camp providers may not advertise on the beach, but franchise holders approved providers may have a tent no larger than ten feet by ten feet that includes the

provider's name, logo, and contact information.

(e) Failure to adhere to these standards will result in revocation of the franchise agreement and business license.

(D) Commercial activity related to weddings and photography is allowed in Section One and Section Two and does not require a franchise agreement or City Council approval, but does require a current business license.

(1) Wedding and photography-related activities shall not interfere with the activities of approved franchisees or the public's use of the beach or beach access.

(2) Any items delivered to the public beach for a wedding or other event (such as tents pulpits, chairs, plants, arbors, or decorations) must be delivered from the nearest public walkover, unless the event has permission to use a private beach access. In no case shall these items be transported on the public beach by motorized vehicles.

(3) All items must be removed before sunset, before the tide reaches them, or no later than two hours after the conclusion of the event, whichever is sooner.

(E) City Council may approve other lessons, classes, camps, events and camps organized by non- profits, or additional commercial activities in Section One or Section Two.

(F) A business license and all franchise fees as denoted in § 118.04 shall be paid and obtained by the business license application deadline as specified in § 110.04(C) before any commercial activity is conducted on the public beach.

(Ord. 29-19, passed 9-10-19; Am. Ord. 09-21, passed 4-13-21; Am. Ord. 013-25, passed 9-9-25) Penalty, see § 118.99

§ 118.04 FRANCHISE AGREEMENTS ON PUBLIC PROPERTY.

(A) City Council is authorized to enter into franchise agreements with vendors on public property, including the public beach, pursuant to S.C. Code 5-7- 30 which allows municipalities and counties to franchise public property to private concerns.

(1) The minimum bid amount shall be determined by City Council prior to publication of the request for bids. City Council may also require vendors to pay a percentage of their gross proceeds in addition to the amounts bid. The award of a franchise to a vendor shall be determined through the competitive bid process using the criteria set forth in § 36.17.

(2) Each approved vendors shall enter into a five-year franchise agreement with the city, with City Council having the option to extend the franchise annually for up to an additional two years with an extension fee and/or re-negotiated franchise fee as set by Council if the extension is in the best interest of the city. The city shall conduct a thorough review of each franchise after the third year of the initial five-year term.

(3) Franchise agreements are contracts between the city and vendors. Once the terms and conditions have been negotiated, the agreements shall be placed on the City Council agenda for approval. Upon approval, the Mayor or Mayor's designee shall execute the agreements on behalf of the city.

(4) All vendors shall be restricted operational allowances specified in the franchise agreements including but not limited to products and services offered, location, operating hours, and limits on the number of participants.

(5) Business types may not be combined for the bidding process. A vendor, however, may bid on two of the same types of franchise in the same area of public property.

(6) Vendors shall be responsible for clearing trash, debris, and any equipment from assigned areas as more fully set forth in the franchise agreement daily. No storage of any item is allowed on the public beach or other public property absent an agreement approved by City Council.

(7) Franchise agreements shall not be sold or assigned to another vendor.

(8) Franchisees must make a good faith effort to perform the service for which a franchise has been granted. Determination of a good faith effort shall be determined considering such factors as advertising, the number of customers served, and sales receipts, and may be initiated at any time during the contract term.

(8) All vendors awarded a franchise agreement shall be subject to an audit in the final business license year of the awarded term. Vendors maybe subject to an audit at any time during the franchise term.

(B) Any violation of the above or violation of terms and conditions of the franchise agreement may result in the revocation of the franchise agreement. To initiate revocation, the City License Official shall send a written notice of the revocation to the vendor by registered or certified mail, and by email to the address registered with the city. The vendor shall have ten business days from the receipt of said notice to submit a written Notice of Appeal to the Municipal Clerk of Council.

(C) Upon timely receipt of a notice of appeal of a revocation of a franchise agreement, a hearing shall be held by the Council or its designee within 30 days after receipt of a request for appeal following the procedures of § 110.16(C).

(Ord. 29-19, passed 9-10-19; Am. Ord. 013-25, passed 9-9-25) Penalty, see § 118.99

§118.99 PENALTY.

Any person violating any provision of this code for which no specific penalty is prescribed shall be subject to § 10.99.

(Ord. 29-19, passed 9-10-19)

RATIFIED this 12th day of May 2026, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk **Chris Bizzell, Mayor**

CITY OF FOLLY BEACH

1st Reading: April 14th, 2026
2nd Reading: May 12th, 2026

Introduced by: Mayor Bizzell
Date: April 14th, 2026

ORDINANCE 011-26
AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES CHAPTER 72 (PARKING REGULATIONS) BY ALLOWING THE SALE OF NON-RESIDENTIAL PARKING PASSES FOR USE BY PROPERLY REGISTERED NON-PROFIT ENTITIES IN BEACH ACCESS PARKING LOTS MANAGED BY THE CITY.

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that the Folly Beach Code of Ordinance be amended as follows:

NOTE: ~~Deleted material struck through~~, new material shown in red,

§ 72.21 SALE OF PARKING PERMITS.

(A) Properly registered nonprofit entities, which have been approved by Council to hold events or offer services on the public beach on a regular or ongoing basis, may purchase decals from the Parking Contractor.

(B) The maximum number of parking decals which can be sold, and the decal price shall be set periodically by City Council. Decals may be physical stickers or electronically tied to the vehicle registered.

(C) Non-residential parking decals shall be valid only for paid parking spaces in beach access lots operated by the city. No decals shall be issued for use in the public right of way.

(H) The Parking Contractor shall ensure that only one application for parking decals is approved per nonprofit entity and shall maintain a record of the all vehicles registered though the application.

(I) Non-residential parking decals shall not be sold, bartered, loaned, or given away. A violation of this section shall result in the loss of the non-residential parking permits for a period of one year. A second violation shall result in the permanent loss of parking permits.

ADOPTED this ___ day of _____, 2026, at Folly Beach, South Carolina.

Ayes: _____ **Nays:** _____ **Abstains:** _____

ATTEST:

Municipal Clerk	**Chris Bizzell , Mayor**

CITY OF FOLLY BEACH

1st Reading: May 12th, 2026
2nd Reading:

Introduced by: Mayor Bizzell
Date: May 12th, 2026

ORDINANCE 012-26
AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES CHAPTER 72 (PARKING REGULATIONS) TO PROHIBIT PARKING ON PLANTED VEGETATION ALONG WALKING PATHS.

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that Folly Beach Code of Ordinance be amended as follows:

NOTE: ~~Deleted material struck through~~, new material shown in red,

§ 72.01 PROHIBITED STOPPING, STANDING, AND PARKING AREAS.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or other authorized person or official traffic control device, no person shall:

(A) Stop, stand, or park a vehicle:

(1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street, sometimes called double parking.

(2) On a sidewalk.

(3) Within an intersection.

(4) Within a crosswalk, beach access or midblock right-of-way.

(5) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings.

(6) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.

(7) Upon any bridge.

(8) At any place where official signs or traffic-control devices prohibit stopping.

(9) On the beach, dunes, or vehicle accesses to the beach unless authorized by the Department of Public Safety or City Council.

(10) On any city-maintained walking path or on top of any city-maintained landscaping and vegetation along a city-maintained walking path.

RATIFIED this ___ day of _____2026, at Folly Beach, South Carolina, in City Council duly assigned.
ATTEST:

Municipal Clerk **Chris Bizzell, Mayor**

CITY OF FOLLY BEACH

1st Reading: May 12th, 2026
2nd Reading:

Introduced by: Mayor Bizzell
Date: May 12th, 2026

ORDINANCE 013-26
AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES CHAPTER 164 (USE STANDARDS) BY REQUIRING PRIVATE COMMERCIAL PARKING OPERATORS TO DISPLAY DAILY AND HOURLY RATES

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that Folly Beach Code of Ordinance be amended as follows:

NOTE: ~~Deleted material struck through~~, new material shown in red,

§ 164.03-03 Commercial Uses.

…

(B) *Commercial parking.* Any exchange of compensation for parking shall be considered a commercial parking use and shall:

(1) Not be permitted in any residential district of the city.

(2) Limit street frontage in the DC District to 100 feet.

(3) Provide at least two 96-gallon roll cart trash cans beginning January 1, 2022. Each trash can must:

(a) Remain accessible during the operating hours of the commercial parking lot.

(b) Be screened from off-site views and adjacent rights-of-way in conjunction with § 164.04-05.

(c) Be maintained in a clean and orderly condition.

(4) Provide delineation in the form of fencing to distinguish public rights-of-way from private property beginning January 1, 2022.

(5) Provide notice of the rates charged for parking.

(a) Notice must be posted on signage at each principle entrance of the lot or, if payment is provided only through online methods, must be prominently displayed on the associated website or application.

(b) Notice must include language that the paid parking is privately owned and not associated with the City of Folly Beach.

(c) Notice must clearly indicate the hours during which fees are charged for parking.

(d) Notice must include the hourly and daily rates charged for parking and the methods by which parking fees may be paid.

(e) Notice must include a phone number, website, application, or other means of reaching the operator of the lot.

RATIFIED this ___ day of _____2026, at Folly Beach, South Carolina, in City Council duly assigned.
ATTEST:

Municipal Clerk	**Chris Bizzell, Mayor**

CITY OF FOLLY BEACH

1st Reading: May 12th, 2026 Introduced by: Mayor Bizzell
2nd Reading: Date: May 12th, 2026

ORDINANCE 014-26
AN ORDINANCE AUTHORIZING LEASING CITY PROPERTY AT THE SECOND STREET EAST PUBLIC ACCESS AND PARKING LOT TO BETTY'S BEACH CHAIRS

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains by ordinance that the Mayor for the City of Folly Beach is hereby authorized to enter a lease of City property to Betty's Beach Chairs ("Lessee") under the following terms:

1. **PROPERTY:** The City will lease to Lessee the shed located at the public access and parking lot located at Second Street East, Folly Beach, South Carolina (hereinafter the "Property").
2. **TERM OF LEASE:** The Term of the Lease will be for the term of the Franchise Agreement between the City and Lessee. Either party may terminate the Lease without cause with 30 days written notice.
3. **RENTAL AMOUNT:** Rent is $300.00 per month due the first of each month.

RATIFIED this ___ day of _____2026, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk **Chris Bizzell, Mayor**

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
CITY OF FOLLY BEACH)

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2026, between THE CITY OF FOLLY BEACH, SOUTH CAROLINA (hereinafter the "City") and Betty's Beach Chairs, LLC (hereinafter the "Lessee").

In consideration for the mutual covenants herein stated, the PARTIES do agree:

1. **PROPERTY:** The Lessee will rent from the City the shed located at the public access and parking lot located at Second Street East, Folly Beach, South Carolina (hereinafter the "Property").

2. **TERM OF LEASE:** Lessee will have exclusive use of the Property for the term of the Franchise Agreement between the City and Lessee. This Lease will terminate upon the termination of the Franchise Agreement. If the Property is destroyed or otherwise rendered unfit for its intended use, the Property will not be replaced or rebuilt, and this Lease will terminate.

3. **TERMINATION:** Either party may terminate this lease without cause with 30 days written notice to the other party. The City may terminate this lease with cause immediately upon written notice to the Lessee. Upon termination of this Lease, Lessee will pay all rent due to the City through and including the date of termination, prorated for any partial month.

4. **NOTICE:** Notice to the parties may be provided at the following addresses or emails:

LESSEE:	**TOWN:**
_____	Aaron Pope
_____	City of Folly Beach
_____	P.O. Box 48
	Folly Beach, SC 29470
Email:_____	Email: apope@follybeach.gov

5. **RENTAL AMOUNT:** Rent is $300.00 per month due the first of each month.

6. **USE:** Lessee shall use the Property solely for storage of Lessee's property. It will not be used for any other purpose. Lessee will not place any advertising on the Property in any form and will not conduct business out of the Property. Any other use without prior approval of the City shall result in immediate termination of the Lease.

7. **MAINTENANCE:** Lessee is solely responsible for the maintenance and upkeep of the Property. Lessee will use customary diligence in the care of the Property. Lessee will be solely responsible for keeping the Property clean and in good repair and for securing the Property during the Term of the Lease.

8. **DAMAGE TO OR LOSS OF PROPERTY:** Lessee will not damage, remove or alter the Property or any fixtures or items located on the Property.

9. **NON-ASSIGNABLE:** Lessee agrees not to assign this Lease, nor to sub-let any part of the Property, nor allow any other person to use the Property without first requesting permission from the City.

10. **INDEMNITY AND INSURANCE:** Lessee will indemnify and hold harmless the City, its officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, arising from or related to, in whole or in part, the acts or omissions of lessee, its employees, agents, subcontractors, invitees, clients, or anyone acting on Lessee's behalf. Lessee will obtain and, upon request, provide proof of liability insurance covering those activities in the minimum amount of $1,000,000. The liability insurance will name the City of Folly Beach as an additional insured.

11. **COMPLIANCE WITH LAW:** Lessee will comply with all state and local laws in the conduct of its business on the Property, including obtaining a valid business license from the City. The conduct of any illegal activity on the Property will result in immediate termination of this Lease.

12. **RIGHT OF ACCESS:** The City reserves the right to enter the Property at any time while in use by the Lessee.

THE PARTIES SO AGREE:

_____	_____
THE CITY OF FOLLY BEACH	LESSEE:
DATE:_____	DATE:_____
	ADDRESS: _____
	_____
	PHONE: _____
	EMAIL: _____

CITY OF FOLLY BEACH

1st Reading: May 12th, 2026
2nd Reading:

Introduced by: Mayor Bizzell
Date: May 12th, 2026

ORDINANCE 015-26
AN ORDINANCE AUTHORIZING LEASING CITY PROPERTY AT THE SECOND STREET EAST PUBLIC ACCESS AND PARKING LOT TO ISLA SURF SCHOOL

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains by ordinance that the Mayor for the City of Folly Beach is hereby authorized to enter a lease of City property to Isla Surf ("Lessee") under the following terms:

1. **PROPERTY:** The City will lease to Lessee the storage area under the ramp located at the public access and parking lot located at Third Street West, Folly Beach, South Carolina (hereinafter the "Property").
2. **TERM OF LEASE:** The Term of the Lease is five (5) years. Either party may terminate the Lease without cause with 30 days written notice.
3. **RENTAL AMOUNT:** Rent is $1.00 for the entire Term of the Lease.

RATIFIED this ___ day of _____2026, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Chris Bizzell, Mayor

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
CITY OF FOLLY BEACH)

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2026, between THE CITY OF FOLLY BEACH, SOUTH CAROLINA (hereinafter the "City") and Isla Surf (hereinafter the "Lessee").

In consideration for the mutual covenants herein stated, the PARTIES do agree:

1. **PROPERTY:** The Lessee will rent from the City the storage area under the ramp located at the public access and parking lot located at Third Street West, Folly Beach, South Carolina (hereinafter the "Property").

2. **TERM OF LEASE:** The Term of this lease is five (5) years. If the Property is destroyed or otherwise rendered unfit for its intended use, the Property will not be replaced or rebuilt, and this Lease will terminate.

3. **TERMINATION:** Either party may terminate this lease without cause with 30 days written notice to the other party. The City may terminate this lease with cause immediately upon written notice to the Lessee. Upon termination of this Lease, Lessee will pay all rent due to the City through and including the date of termination, prorated for any partial month.

4. **NOTICE:** Notice to the parties may be provided at the following addresses or emails:

LESSEE:	**TOWN:**
_____	Aaron Pope
_____	City of Folly Beach
_____	P.O. Box 48
	Folly Beach, SC 29470
Email:_____	Email: apope@follybeach.gov

5. **RENTAL AMOUNT:** Rent is $1.00 for the Term of the Lease.

6. **USE:** Lessee shall use the Property solely for storage of Lessee's property. It will not be used for any other purpose. Lessee will not place any advertising on the Property in any form and will not conduct business out of the Property. Any other use without prior approval of the City shall result in immediate termination of the Lease.

7. **MAINTENANCE:** Lessee is solely responsible for the maintenance and upkeep of the Property. Lessee will use customary diligence in the care of the Property. Lessee will be solely responsible for keeping the Property clean and in good repair and for securing the Property during the Term of the Lease.

8. **DAMAGE TO OR LOSS OF PROPERTY:** Lessee will not damage, remove or alter the Property or any fixtures or items located on the Property.

9. **NON-ASSIGNABLE:** Lessee agrees not to assign this Lease, nor to sub-let any part of the Property, nor allow any other person to use the Property without first requesting permission from the City.

10. **INDEMNITY AND INSURANCE:** Lessee will indemnify and hold harmless the City, its officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, arising from or related to, in whole or in part, the acts or omissions of lessee, its employees, agents, subcontractors, invitees, clients, or anyone acting on Lessee's behalf. Lessee will obtain and, upon request, provide proof of liability insurance covering those activities in the minimum amount of $1,000,000. The liability insurance will name the City of Folly Beach as an additional insured.

11. **COMPLIANCE WITH LAW:** Lessee will comply with all state and local laws in the conduct of its business on the Property, including obtaining a valid business license from the City. The conduct of any illegal activity on the Property will result in immediate termination of this Lease.

12. **RIGHT OF ACCESS:** The City reserves the right to enter the Property at any time while in use by the Lessee.

THE PARTIES SO AGREE:

_____	_____
THE CITY OF FOLLY BEACH	LESSEE:
DATE:_____	DATE:_____
	ADDRESS: _____
	_____
	PHONE: _____
	EMAIL: _____

CITY OF FOLLY BEACH

Introduced by: Mayor Bizzell
Date: May 12th, 2026

RESOLUTION 22-26
A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL APPROVING A DEDUCTIVE CHANGE ORDER IN THE AMOUNT OF $518,220.00 BETWEEN THE CITY OF FOLLY BEACH AND EADIE'S CONSTRUCTION FOR PROJECT: WATER MAIN REPLACEMENTS (E. HUDSON AVE., E. ARCTIC AVE., 12TH ST. E./E. COOPER AVE.).

WHEREAS, The work area of the pavement work for the City of Folly Beach Stormwater Improvements project overlapping with the work area for the Watermain Replacement project; and

WHEREAS, It is in the best interest of the city to have a single contractor perform all paving work resulting in a better final product.

WHEREAS, Per section 11.05 of the General Conditions of the contract documents, the city may at any time, make additions, deletions, or revisions to the Work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, South Carolina, that the Administration is authorized to change the contract between the City of Folly Beach and Eadie's Construction for water main replacements (e. Hudson Ave.,E. Arctic Ave., 12th st. E./E Cooper Ave.) to deduct a change order in the amount of $518,220.00.

RATIFIED this 12th day of May at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

_____
Municipal Clerk

_____
Chris Bizzell, Mayor

May 4, 2026

City of Folly Beach
21 Center Street
Folly Beach, SC 29439

Attn: Mr. Eric Lutz

Re: Folly Beach A-23-C072
Folly Beach Watermain Replacement Project
Change Order 4 Justification

Dear Mr. Lutz:

At the request of the City of Folly Beach, please find attached, Change Order #4, requesting the change of scope to remove the Mill & Overlay scope of work from Eadie's current contract.

The request for this change is due to the work area of the pavement work for the City of Folly Beach Stormwater Improvements project overlapping with the work area for the Watermain Replacement project. It is the opinion of the City of Folly Beach that having a single contractor perform all paving work will result in a better final product for the residents of Folly Beach, as well as avoid any confusion in the future regarding punch list and warranty of the overlapping pavement.

Per section 11.05 of the General Conditions of the Contract Documents:

"Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation."

This change will cause a decrease in scope for the Eadie's and result in a decrease in contract amount for a total of $578,220.00 for the removal of the Mill & Overlay Line Item 8. When the request to remove this scope was brought to the attention of Eadie's, the team stated that they bid the project with incidental costs for other line items included in the Item 8 price for Mill & Overlay. Eadie's stated that the removal of the scope would result in financial loses for Eadie's.

In a good faith effort, the City of Folly Beach requested that Eadie's provide a breakdown and justification of the claimed incidental costs that were included in their bid price. Eadie's provided the attached letter to the City of Folly Beach with the claim to be owed $240,220.00 to cover all incidental costs. No manhour estimates, material costs, or subcontractor invoices were included to provide backup for the requested $240,220.00 other than $40,930.55 to be paid to a subcontractor for the abandonment of the existing watermain; a price that Eadie's stated was factored into the bid price for Mill & Overlay.

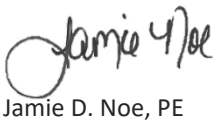
Due to the lack of information provided on other claimed incidental costs, the City of Folly Beach has agreed to pay $60,000.00 to cover the cost of the pipe abandonment as well as claimed costs for geotechnical compaction testing. The City of Folly Beach believes this is fair compensation for the level of justification given for incidental costs to date as well as an industry average for the level of required geotechnical testing.

Additionally in an effort of good faith, the City of Folly Beach will not pursue a reduction in the unit price for Traffic Control as a result of a reduction in scope. The City of Folly Beach will also pay the full amount for the well point system that was

budgeted for Change Orders 1 & 3 totaling $15,500.00 even though it was not used to perform the work for which it was previously declared as necessary.

Attached to this letter is a draft Change Order 4 showing the above-mentioned changes to scope and contract price. If you have any questions or would like to discuss them in detail, please do not hesitate to call.

Sincerely,
JMT – Johnson, Mirmiran, and Thompson, Inc.



Jamie D. Noe, PE
Senior Associate

cc: Eric Lutz – City of Folly Beach
Phillip Benton – City of Folly Beach
David Middleton – Eadie's Construction
Clent Campbell – Eadie's Construction
Patrick Meyer – Weston & Sampson

CITY OF FOLLY BEACH

Introduced by: Mayor Bizzell
Date: May 12th, 2026

RESOLUTION 23-26
A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL APPROVING A CHANGE ORDER IN THE AMOUNT OF $319,700 TO CONTRACT NUMBER 251814 FOLLY BEACH STORMWATER INFRASTRUCTURE IMPROVEMENTS.

WHEREAS, This change is being incorporated to add the Mill & Overlay paving from the concurrent Watermain Replacement project to the scope of work for this project; and

WHEREAS, It is in the best interest of the city to have a single contractor perform all paving work resulting in a better final product; and

WHEREAS, The addition to this contract will be offset by a reduction in the awarded contract to Eadie's Construction for stormwater infrastructure improvements; and

WHEREAS, Per section 11.05 of the general conditions of the contract documents, the city may at any time, make additions, deletions, or revisions to the work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, South Carolina, that the Administration is authorized to issue a change order to raise the contract amount of contract number 251814 Folly Beach Stormwater Infrastructure Improvements by $319,700.

RATIFIED this 12th day of May at Folly Beach, South Carolina, in City Council duly assigned.
ATTEST:

_____ _____

Municipal Clerk Chris Bizzell, Mayor

Change Order No. 3

Date of Issuance:		Effective Date:	April 20, 2026
Owner:	The City of Folly Beach	Owner's Contract No.:	RFP 02-25
Contractor:	Gulf Stream Construction Company	Contractor's Project No.:	251814
Engineer:	Weston & Sampson	Engineer's Project No.:	ENG23-2937
Project:	Folly Beach Stormwater Infrastructure Improvements	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: The current contract price of $7,766,604.65 shall be increased by $319,700.00 to a contract price of $8,086,304.65. This change is being incorporated to add the Mill & Overlay paving from the concurrent Watermain Replacement project to the scope of work for this project. This will add approximately 9,000-SY of Mill & Overlay as well as new pavement markings and traffic control required to complete this work. All work will be performed in accordance with SCDOT regulations and permit requirements. The area of this work will include E. Hudson Avenue from the intersection at 6th St. E. to the intersection with Center Street as well as W. Hudson Avenue from its intersection with Center Street and continuing approximately 150-ft down W. Hudson Street. There will be no change in contract times related to this change order. The following non-bid items and/or items with different unit costs than bid items will be added to the contract: Line Item CO03.01, Additional 2" Mill and Overlay, quantity 9,000 square yards (SY), unit cost $31.05, total cost $279,450.00; Line Item CO03.02, Pavement Markings, quantity 1 lump sum (LS), unit cost $5,750.00, total cost $5,750.00; Line Item CO03.03, Traffic Control, quantity 1 LS, unit cost $34,500.00, total cost $34,500.00.

Attachments: *Refer to COR 03 for details on quantities and costs.*

Folly Beach Stormwater Infrastructure Improvements **ENG23-2937**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 7,402,715.04	Original Contract Times: Substantial Completion: April 30, 2026 Ready for Final Payment: May 31, 2026 dates
Increase from previously approved Change Orders No. 1 to No. 2 : $ 363,889.61	Increase from previously approved Change Orders No. 1 to No. 2 : Substantial Completion: 33 Ready for Final Payment: 33 days
Contract Price prior to this Change Order: $ 7,766,604.65	Contract Times prior to this Change Order: Substantial Completion: June 2, 2026 Ready for Final Payment: July 3, 2026 dates
Increase of this Change Order: $ 319,700.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 8,086,304.65	Contract Times with all approved Change Orders: Substantial Completion: June 2, 2026 Ready for Final Payment: July 3, 2026 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Project Manager	Title DPW	Title Project Manager
Date: April 21, 2026	Date APRIL 22, 2026	Date 4/24/26

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

GULF STREAM CONSTRUCTION
1983 Technology Drive, Charleston, South Carolina 29492
Telephone: 843-572-4363 Fax: 843-572-9609
www.gulfstreamconstruction.com

To:	City Of Folly Beach	**Contact:**	Christopher W. Pyman
Address:	Folly Beach, SC 29439	**Phone:**	
		Fax:	
Project Name:	Folly Beach Stormwater Imp. - Change Order Request	**Bid Number:**	
Project Location:	Center Street, Folly Beach, SC	**Bid Date:**	8/8/2025

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
010	Additional 2" Mill And Overlay	9,000.00	SY	$31.05	$279,450.00
020	Pavement Markings	1.00	LS	$5,750.00	$5,750.00
030	Traffic Control	1.00	LS	$34,500.00	$34,500.00

Total Bid Price: $319,700.00

Notes:
- Price includes additional mill and overlay, and and associated pavement markings along both lanes of Hudson Avenue.
- Price excludes any work not specified.
- Gulf Stream Construction and its subcontractor assumes no responsibility for the preparation of site.

ACCEPTED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
Gulf Stream Construction Company Inc

Authorized Signature: _____

Estimator: Pierce T. Parlier, PE
843-572-4363 pparlier@gulfstreamconstruction.com