

1 **2018 -2025 SEASONS WATER SAFETY FRANCHISE**

2
3 WHEREAS, the City of Myrtle Beach requires the protection of its tourist and
4 residential population through an efficient and effective Water Safety Program;
5 and

6
7 WHEREAS, the successful implementation of a Water Safety Program is
8 imperative along the City's twelve miles of oceanfront; and

9
10 WHEREAS, these goals can be optimally achieved through the cooperation of the
11 City of Myrtle Beach and the Concessionaires of beach equipment; and

12
13 WHEREAS, the City Council by Ordinance duly adopted as shown by second
14 reading has authorized the City Manager to execute franchises with the
15 concessionaires of the beach service in accordance with the terms of this
16 franchise:

17
18 NOW, THEREFORE, PURSUANT TO THE FRANCHISE POWER OF THE CITY OF
19 MYRTLE BEACH (City or Franchisor) in consideration of the foregoing premises
20 and the mutual promises of each to the other made agree as follows:

21
22 The City grants a seven (7) year franchise to operate a water safety service and
23 beach concession on the public beach of the City in Zones 1 through 89 as
24 described in Attachment "A" for a period time beginning April 15, 2018, and
25 ending September 30, 2024, subject to the following terms and conditions:

26
27 **SECTION 1. - PERIOD OF OPERATION:**

28 Franchisee shall conduct water safety each year during the period beginning April
29 15 and ending September 30. Franchisee shall ensure minimum lifeguard staffing
30 in each zone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through
31 Sunday, according to the following schedule:

32

33 April 15 through 3rd week in May:	20% of full complement
34 4th week in May through June 1:	50% of full complement
35 June 2 through 2nd week of August:	Full complement
36 3 RD week of August:	75% of full complement
37 4th week of August through Labor Day:	50% of full complement
38 Labor Day through September 30:	20% of full complement

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46 Franchisee may rent beach equipment outside said period of operation, provided
47 however, that lifeguards must be on duty at all times that beach equipment is
48 on the beach. The Franchisee shall provide lifeguards as deemed necessary in
49 consultation with the City.

50
51 From June 1 to Labor day of each year, Franchisee shall, in addition, patrol the

1 beach between the hours of 5:00 p.m. and 7:00 p.m. The number of lifeguard
2 personnel shall depend on the number of zones under Franchisee's control.
3

4 In addition to lifeguards, the Franchisee shall provide the following equipment
5 sufficient for each area of responsibility:

- 6 1. vehicle, jet ski or similar device,
- 7 2. first aid kit,
- 8 3. rescue buoy,
- 9 4. two-way radio and two-way radio with police frequency provided by the
10 police department.

11
12 Franchisee shall in addition to their required permanent stands provide mobile
13 lifeguards, or additional personnel approved by the City in the following areas:

- 14 1. In Zones 1, 4, 8, 12, 16, 22, 23 and 27, Lifeguard Only (LGO) for each zone.
- 15 2. In Zone 89, 2 LGOs.
- 16 3. From Zones 1-27, 1 Mobile LGO.
- 17 4. From zone 48-64 (31st North - 52nd north) minimum of (2) mobile guards
- 18 5. From Zone 69-74 (61st north- 67th north) minimum of (1) mobile guard
- 19 6. From zone 84-88 (77th north - 82nd north) minimum of (1) mobile guard

20
21 Mobile lifeguard shall be described as a guard that covers several blocks of beach by
22 utilizing a motorized cart, ATV, or vehicle and is able to respond rapidly to the scene
23 of an emergency.
24

25 Franchisee understands and agrees that additional stands and lifeguard personnel
26 may be deemed necessary by the City and hereby agrees to provide such
27 additional lifeguards after consultation with the City. The direct cost of such
28 additional lifeguards may be deducted from the franchise payment to the City, as
29 shown in Section 6.
30

31 From the 1st week of June through Labor Day, and during the hours of operation,
32 for every one (1) to six (6) stands that the Franchisee controls, a minimum of
33 one (1) Lifeguard Only is required, and for every six (6) stands thereafter. A
34 "Lifeguard Only" may be mobile only within a six (6) stand range. Franchisee
35 shall provide the appropriate City authority with the stand number of each
36 "Lifeguard Only". During the hours of operation and term of the franchise
37 agreement, for every one (1) to ten (10) stands that the Franchisee controls, a
38 minimum of one off-stand supervisor shall be provided. A supervisor cannot be a
39 "Lifeguard Only" except during the lunch period.
40

41 **SECTION 2. - STANDARDS OF PERFORMANCE & LIFEGUARD CERTIFICATION**

42 All lifeguards shall be at least seventeen (17) years of age, be of good moral
43 character and abide by the highest standards of cleanliness and physical
44 appearance. Prior to commencing work as a lifeguard, Franchisee will test each
45 candidate to ensure that the individual can demonstrate an ability to swim 500
46 meters over a measured course in a twelve (12) minute period. Thereafter, each
47 lifeguard shall be required, upon demand from the Police, to demonstrate an
48 ongoing and current ability to swim 500 meters over a measured course in a
49 twelve (12) minute period. Failure results in an immediate removal from duty until
50 the test is taken and passed. Successive tests shall not be administered within a
51 24 hour period. After the third failure, the lifeguard is permanently removed from

1 duty that season, and may not test again until the next season.

2
3 All lifeguards shall:

- 4 1. Possess adequate vision, hearing acuity, physical ability and stamina to
- 5 perform the duties of open water lifeguard;
- 6 2. Must possess a valid lifeguard card;
- 7 3. Be in good health and demonstrate an ability to swim 500 meters over a
- 8 measured course in a twelve (12) minute period;
- 9 4. Possess a Community First Aid Certification or its equivalent;
- 10 5. Possess a CPR Certification or equivalent for professional rescue; and
- 11 6. Successfully complete a course consisting of a total of not less than 40
- 12 hours in open water life saving which meet the criteria of the United
- 13 States Lifeguard Association.

14
15 At the beginning of each season, the Franchisee shall prepare a training schedule

16 for lifeguards and shall present it to the appropriate City authority. Franchisee

17 shall insure that all lifeguards reasonably comply with that schedule. All

18 lifeguards shall qualify by passing the "Minimum Training on Rescue Procedures"

19 before beginning work on the beach.

20
21 Franchisee shall prepare a lifeguard training curriculum meeting City

22 requirements and ensure that all lifeguard personnel qualify thereunder prior to

23 beginning work and meet all in-service training requirements. Franchisee or

24 designated representative and all franchise lifeguards shall attend all pre-

25 certification and in-service training sessions. Failure to attend shall result in

26 suspension from service until requirement is met.

27
28 Franchisee, all lifeguards and other franchise employees are prohibited from

29 consuming alcoholic beverages while on duty or from reporting to work under the

30 influence of alcohol or other controlled substances.

31
32 Franchisee, employees and all lifeguards shall be committed to maintaining a safe

33 and productive work environment. Alcohol or controlled substances in the

34 workplace are dangerous because they lead to physical impairment, loss of

35 judgment, and the risk of injury and death. Franchisee shall adopt a policy

36 consistent with the policy of the City of Myrtle Beach on drug free workplace.

37
38 Franchisee, employees and lifeguards are prohibited from:

- 39 1. Using a cell phone for activities unrelated to their duties;
- 40 2. Reporting to work while under the influence of alcoholic beverages or
- 41 controlled substances;
- 42 3. Using or possessing alcoholic beverages or controlled substances on City
- 43 Premises or franchisee's time;
- 44 4. Using, possessing, swallowing, inhaling, injecting, dealing in, controlled
- 45 substances (including but not limited to: marijuana, cocaine, LSD,
- 46 opiates, amphetamines, barbiturates and phencyclidine), and prescription
- 47 drugs which are not prescribed for the employee's use. **THIS PROHIBITION**
- 48 **APPLIES TO USE AT ANY TIME BOTH ON THE JOB AND OFF THE JOB.**

49
50 Franchisee shall not employ any individual as a lifeguard or beach concession

51 employee who has been convicted of or pled guilty or nolo contendere to a

1 felony or is on parole or probation for a criminal offense.

2
3 Franchisee and any franchise employee who operates a motor vehicle in the
4 performance of this franchise agreement shall possess a valid motor vehicle
5 operator's license, and successfully complete a Police Department offered training
6 course for the type of vehicle driven on the beach.
7

8 Franchisee and the City shall determine an appropriate schedule for lunch breaks.
9 Lunch breaks shall be staggered or alternated so that only every third lifeguard
10 will be off-stand during designated lunch hours. The off-stand supervisor shall
11 remain on the beach between the hours of 11:30 a.m. and 2:00 p.m. to augment
12 the provision of water safety services during those hours.
13

14 Franchisee shall promulgate an Employee Handbook that shall address the
15 requirements of:

- 16 1. Professional attitude, conduct and appearance;
- 17 2. Health and Safety;
- 18 3. Lifeguard Daily Checklist;
- 19 4. Beach Rules and Regulations;
- 20 5. Interactions with Beach Patrol and Fire and Rescue; and
- 21 6. Other such administrative or employment subjects as deemed necessary.
22

23 Franchisee shall be solely responsible for any required disciplinary action of its
24 lifeguards.
25

26 **SECTION 3. - LIFEGUARD UNIFORMS & EQUIPMENT**

27 All uniforms shall be of the same color and combination. All lifeguard tee shirts
28 shall be gold with navy blue lettering. "Life Guard" shall be printed on the front.
29 The name of the franchise shall be printed on the back. The City of Myrtle Beach
30 Seal shall be on the right sleeve. The company or non-commercial logo may be
31 printed on the left sleeve.
32

33 All lifeguard swim trunks shall be navy blue. "Life Guard" shall be printed in gold
34 letters on the right front leg. Company or non-commercial logo may be applied to
35 left front leg. Pattern may be repeated on the rear of the garment.
36

37 Female lifeguard personnel shall wear a navy blue swimsuit. "Life Guard" shall be
38 printed in gold letters on the front.
39

40 Outerwear shall be gold, with printing as described above. Lifeguards shall wear
41 shirts from 10:00 am. until 2:00 p.m.
42

43 All franchise stands shall be painted white and built according to City
44 specifications. Each stand shall be maintained in good condition and be provided
45 with the following minimum equipment:

- 46 1. Torpedo Buoy
- 47 2. Water Safety Flags (3)
- 48 3. First Aid Kit
- 49 4. Orange Lifeguard Umbrella with "Life Guard" in Navy Blue Letters
- 50 5. City Ordinance/Emergency Phone Number Sign
51

1 Every Other Stand Shall Have a two-way radio.

2
3 Lifeguard stand shall be located at such distances and intervals as are determined by
4 the City. In areas in which two franchises join; Franchisee shall not place beach
5 equipment closer than twenty (20) feet to the point of junction. In addition, a
6 twenty (20) foot opening shall be maintained at each street-end and a ten (10) foot
7 opening at each public alleyway. In all cases, Franchisee, in setting up beach
8 equipment, shall endeavor to provide the highest degree of public access possible.
9 Franchisee agrees to remove fifty percent of any un-rented chairs and umbrellas
10 after 2:30 p.m.

11
12 Each Franchisee shall have an attended two-way radio with police frequency
13 provided by the Police Department.

14
15 **Section 4. - BEACH SERVICE EQUIPMENT**

16 No commercial or retail activity except as authorized herein shall be permitted on
17 the public beach.

18
19 In return for the provision of water safety services and other consideration in Section
20 6, the Franchisee is hereby authorized to rent the following beach equipment:

- 21 1. Chairs & footrests
- 22 2. Umbrella Windbreaks
- 23 3. Floats
- 24 4. Soft Boogie Boards

25
26 Franchisee may not rent any "hard" equipment including but not limited to:

- 27 1. Surfboards
- 28 2. Skim Boards
- 29 3. Sailboats

30
31 Franchisee shall not display any signage other than specifically authorized herein as
32 well as its company logo on its beach service equipment.

33
34 Franchisee is authorized to operate, in a safe and prudent manner, various types of
35 motor vehicles in support of its water safety and beach concession operations. All
36 such vehicles shall be maintained in excellent mechanical condition, be neat in
37 appearance and be properly licensed and insured as required by law, and operated
38 by a properly licensed operator.

39
40 Except in the case of emergency, Franchisee is prohibited from bringing any
41 chemicals, including but not limited to gasoline, oil and hydraulic fluid onto the
42 public beach and shall be solely responsible for any release from its motor vehicles
43 used on the public beach. In the event of spillage, Franchisee shall contain said
44 spillage and contact Beach Patrol.

45
46 The City shall have the right to inspect and approve or disapprove the use of any
47 motor vehicle.

48
49 **SECTION 5. - BEACH CLEANLINESS**

50 Each Franchisee will be responsible for the cleanliness of its franchise zone(s) as
51

1 assigned. The area of responsibility extends from the water line to the primary
2 dune line; provided however, while on duty this obligation only extends from the
3 water line to the umbrella line. Each Franchisee will be held accountable to the
4 City for the cleanliness of the beach in each respective zone. Re-occurring
5 legitimate complaints about beach cleanliness in a specified zone shall be grounds
6 for franchise termination. At the beginning of each season, the City will provide
7 trashcans as needed for each stand. The City shall be responsible for the trashcans
8 pick-up on the beach.
9

10 **SECTION 6. - FINANCIAL REPORTING AND FRANCHISE FEES**

11 Franchisee shall provide the City a sales tax report no later than December
12 1 of each year during the term of this Franchise. The City may require additional
13 financial information in its discretion.
14

15 Franchise fees shall be three percent (3%) of gross receipts, with a maximum of
16 \$1,600.00 per stand, and shall be due and payable no later than December 31 of
17 each year. Franchisee shall be afforded a ten (10) day grace period for payment
18 of franchise fees, after which time a ten percent (10%) late fee will be
19 assessed. Failure to pay franchise fees and any late fees within thirty (30) days
20 of the due date shall be grounds for revocation of the franchise.
21

22 The City shall waive some or may waive all of the franchise fee in consideration of
23 City required additional stands and lifeguard personnel as may be deemed
24 necessary by the City in Section 1. In compliance with Section 1 regarding mobile
25 lifeguards in the residential areas, each required additional lifeguard shall result in a
26 twelve thousand (\$12,000.00) deduction from the total franchise fee paid to the City
27 per year.
28

29 **SECTION 7. - INSURANCE**

30 Franchisee shall provide and pay for the following insurance coverage during the
31 term hereof:
32

33 Public Liability - A general liability policy protecting Franchisee against liability or
34 loss due to bodily injury, property damage or personal injury arising out of the
35 performance of its franchise responsibilities and more specifically the provision of
36 water safety service. Policy shall be written on an occurrence form and provide a
37 combined single limit of liability of One Million Dollars (\$1,000,000) per occurrence.
38 Coverage shall be included for: Premises/Operation; Products/Completed
39 Operation; Contractual Liability; Independent Contractors and shall include a broad
40 form property damage endorsement. In the event this policy shall exclude coverage
41 for Lifeguard Liability as a professional service, Franchisee shall be required to
42 provide and pay for professional service coverage protecting Franchisee against
43 liability for the acts, errors and omissions of its water safety personnel.
44

45 Automobile Liability-A Business Automobile Liability policy protecting Franchisee
46 against liability or loss due to bodily injury and property damage arising out of the
47 operation of a motor vehicle in the performance of this Franchise. Policy shall be
48 written on an occurrence basis and provide coverage for "any auto" with a combined
49 single limit of liability of One Million Dollars (\$1,000,000) per occurrence.
50

51 Worker's Compensation & Employers' Liability-A Worker's Compensation policy

1 protecting Franchisee against liability or loss arising out of occupational injury or
2 illness of its employees. This policy shall provide minimum limits of liability of:
3 \$500,000 each accident; \$500,000 disease - each employee; and \$500,000
4 disease- policy limit.

5
6 **Policy Endorsements:**

7 Both the general liability and automobile liability policies, as well as any
8 professional services policy shall be endorsed to name the City of Myrtle Beach
9 as an "additional insured."

10
11 All policies shall be endorsed to provide the City of Myrtle Beach sixty (60) days
12 prior written notice of non-renewal, reduction or exhaustion of limits or
13 cancellation.

14
15 All policies shall include a "waiver of subrogation" endorsement in favor of the
16 City of Myrtle Beach.

17
18 **Conditions:**

19 The clause "other Insurance" in a policy in which the City of Myrtle Beach is
20 named as an "additional insured" shall not apply to the City of Myrtle Beach.
21 The insuring company shall have no recourse against the City of Myrtle Beach for
22 the payment of any premiums, deductibles or assessments.

23
24 In the event Franchisee should fail to comply with the "loss reporting"
25 requirements of any policy, that failure shall not adversely affect the
26 coverage afforded the City, nor shall the City be responsible for complying with
27 the reporting requirements of any policy.

28
29 **SECTION 8. - INDEMNIFICATION**

30 With respect to the parties, and their officials, agents, employees, volunteers,
31 contractors, or those who act on the Franchisor's or Franchisee's behalf in any
32 authorized capacity:

33 The Franchisee is informed of risks and obligations in performance of the
34 franchise, and for valuable consideration received in the form of the granted
35 franchise, the Franchisee agrees to assume and fully to take on to itself all of
36 the risks and responsibilities in any way arising from, or associated with its
37 participation in the Franchise, and

38
39 The Franchisee does release the City from any and all claims, demands, suits,
40 judgments, damages, actions and liabilities of every name and nature
41 whatsoever, including attorney's fees and costs, whenever occurring, whether
42 known or unknown, contingent or fixed, at law or in equity, that the Franchisee
43 may suffer at any time arising from or in connection with participation in the
44 franchise, including any personal injury, commercial injury or harm or damage
45 to any property or person.

46
47 Further, as to non-parties to this agreement, Franchisee further agrees to protect,
48 defend, indemnify and hold the City free and harmless from and against any and all
49 losses, fines, penalties, damages, settlements, costs, charges, professional fees or
50 other expenses and liabilities of every kind and character arising out of or relating to
51 any and all claims, liens, demands, obligations, actions, proceedings, or causes of

1 action of every kind in connection with or arising out of this Franchise and the
2 performance hereof, that are due to acts, errors, omissions or negligence of
3 Franchisee, its officers, agents, employees or subcontractors.
4

5 Franchisee further agrees to investigate, handle, respond to, provide defense for
6 and defend the same at its sole expense and agrees to bear all other costs and
7 expenses related thereto. In specific reference to the above, the Franchisee agrees
8 to assume the legal defense, and vigorously defend upon actual notice of claim or
9 suit, and, in doing so, completely indemnify the Franchisor from any loss including
10 any damage model or attorneys' fees and cost, and hold harmless the Franchisor from
11 and against any and all liabilities.
12

13 In the event a claim or suit is made against the City or those who act on its behalf,
14 arising from the Franchisee's operation of the franchise, the same shall be
15 transmitted by City immediately, and the Franchisee has the immediate and
16 absolute duty to defend the claim or suit, even if it is groundless, false or
17 fraudulent, so that the Franchisor may not incur attorney's fees and costs arising
18 from the claim or suit of non-parties. Should the Franchisor incur attorney's fees or
19 cost, the Franchisee shall make the Franchisor whole upon demand.
20

21 This promise binds heirs, executors, administrators, legal representatives and
22 assigns of the Franchisee and survives this agreement for the length of time
23 necessary under the applicable statute of limitations relating to any claim, suit or
24 cause of action. This hold harmless, indemnification, and duty to defend shall be
25 governed for all purposes by South Carolina law, without regard to such law on
26 choice of law.
27

28 Within the time as may be provided by law for the answer or defense of any filed
29 claim or proceeding, but no later than thirty (30) days after the City receives notice
30 of the commencement of any action or other proceeding in respect of which
31 indemnification or reimbursement may be sought hereunder, the City shall notify the
32 Franchisee, If any such action or other proceeding shall be brought against the City
33 and be transmitted to the Franchisee, the Franchisee shall, within thirty (30) days
34 acknowledge in writing its receipt of such notice from the City, and shall
35 acknowledge and confirm the Franchisee's obligation to hold harmless, indemnify,
36 and assume the defense, and it shall be obligated to assume the defense of such
37 action or proceeding with counsel chosen by the Franchisee.
38

39 Notwithstanding the foregoing, the City shall have the right to employ separate
40 counsel at the City's sole cost and expense and to control its own defense of such
41 action or proceeding if in the reasonable opinion of counsel to the City, (a) there are
42 or may be legal defenses available to the City that are different from or additional
43 to those available to the Franchisee and which could not be adequately advanced by
44 counsel chosen by the Franchisee, or (b) a conflict or potential conflict exists
45 between Franchisee and the City that would make such separate representation
46 advisable.
47

48 The Franchisee shall not, without the prior written consent of the City, settle or
49 compromise or consent to the entry of any judgment in any pending or threatened
50 claim, action or proceeding to which the City is a party unless such settlement,
51 compromise or consent includes an unconditional release of the City from all liability

1 arising or potentially arising from or by reason of such claim, action or proceeding.

2
3 Notwithstanding any other provision contained herein, the franchise may be
4 terminated upon Franchisee's failure to honor this, or other indemnification, hold
5 harmless or duty to defend obligations due and owing to the Franchisor, arising from
6 the operation of Franchisor's beach safety franchise.
7

8 **SECTION 9. - TRANSFER OF FRANCHISE**

9 A Franchisee may transfer his/her franchise to another franchise holder subject to a
10 sixty (60) day notice to and upon approval of the City Manager. City Council must
11 approve by Resolution any franchise transfer. All such approvals shall not be
12 unreasonably withheld.
13

14 Violation of any provision of this Franchise Agreement shall result in the suspension
15 of the Franchise Agreement or in the permanent revocation of the Franchise by
16 City Council.
17

18 **SECTION 10. - ASSIGNMENT**

19 This Franchise may not be assigned in whole or in part except upon the written
20 consent of the City of Myrtle Beach.
21

22 **SECTION 11. - TERMINATION**

23 In the event the Franchisee is determined to be in default under the terms of this
24 Franchise, the City shall provide Franchisee written notice of default and afford
25 the Franchisee ten (10) days in which to cure the default. Upon failure of the
26 Franchisee to cure or show reasonable progress towards curing the default, the
27 City shall provide written notice of termination to Franchisee and this Franchise
28 shall be revoked by City Council.
29

30 **SECTION 12. - NOTICE AND CONTACT**

31 Any papers, request, demand, authorization, direction, notice, consent or waiver
32 provided, required or permitted to be made upon, given by, or furnished to the
33 either party with respect to this franchise shall be sufficient for every purpose
34 hereunder if in writing and mailed by United States Mail, certified or registered
35 mail, postage prepaid and addressed as follows:
36

37 **TO THE CITY:**
38 **ATTENTION: CITY MANAGER**
39 **P. O. BOX 2468**
40 **MYRTLE BEACH, SC 29578**
41

42 **TO THE FRANCHISEE**
43 John's Beach Service
44 PO Box 166
45 Fork, SC 29543
46
47

48 **WITNESS THE DUE EXECUTION HEREOF ON THE DATE LAST SIGNED;**
49

50 **CITY OF MYRTLE BEACH**
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BY: John Pederson

ITS CITY MANAGER

PRINT NAME: John Pederson

WITNESS SIGNATURE AND PRINTED NAME:

[Signature]
Paul J. S. [unclear]

DATE: 5/9/18

FRANCHISEE

BY: Wm K. Jack

ITS John's Beach Service

PRINT NAME: William Jackson

WITNESS SIGNATURE AND PRINTED NAME:

[Signature]
Paul J. S. [unclear]

DATE: 5-15-18

ATTACHMENT A

FRANCHISE AWARD:

Lack's Beach Service
John's Beach Service

Zones 1 through 38, 89
Zones 39-88

ZONE DESCRIPTION

1. From South City Limits to center line of 29th Avenue South
2. From center line of 29th Avenue South to center line of 28th Avenue South
3. From center line of 28th Avenue South to center line of 27th Avenue South
4. From center line of 27th Avenue South to center line of 26th Avenue South
5. From center line of 26th Avenue South to center line of 25th Avenue South
6. From center line of 25th Avenue South to center line of 24th Avenue South
7. From center line of 24th Avenue South to center line of 23rd Avenue South
8. From center line of 23rd Avenue South to center line of alleyway/walkway at 22nd Avenue South
9. From center line of alleyway/walkway at 22nd Avenue South to center line of alleyway/walkway at 21st Avenue South
10. From center line of alleyway/walkway at 21st Avenue South to center line of 19th Avenue South
11. From center line of 19th Avenue South to center line of alleyway/walkway north of 18th Avenue South
12. From center line of alleyway/walkway north of 18th Avenue South to center line of 16th Avenue South
13. From center line of 16th Avenue South to center line of 15th Avenue South
14. From center line of 15th Avenue South to center line of 13th Avenue South
15. From center line of 13th Avenue South to center line of 12th Avenue South
16. From center line of 12th Avenue South to center line of 11th Avenue South
17. From center line of 11th Avenue South to center line of 10th Avenue South
18. From center line of 10th Avenue South to center line of 9th Avenue South

19. From center line of 9th Avenue South to center line of 8th Avenue South
20. From center line of 8th Avenue South to center line of 7th Avenue South
21. From center line of 7th Avenue South to center line of 6th Avenue South
22. From center line of 6th Avenue South to center line of Withers Swash
23. From center line of Withers Swash to center line of 3rd Avenue South
24. From center line of 3rd Avenue South to center line of 2nd Avenue South
25. From center line of 2nd Avenue South to center line of 1st Avenue South
26. From center line of 1st Avenue South to center line of 1st Avenue North
27. From center line of 1st Avenue North to south side 2nd Avenue North Pier
28. From north side 2nd Avenue North Pier to center line of 3rd Avenue North
29. From center line of 3rd Avenue North to center line of 4th Avenue North
30. From center line of 4th Avenue North to center line of 5th Avenue North
31. From center line of 5th Avenue North to center line of 6th Avenue North
32. From center line of 6th Avenue North to center line of 7th Avenue North
33. From center of 7th Avenue North to center line of 8th Avenue North
34. From center line of 8th Avenue North to center line of 9th Avenue North
35. From center line of 9th Avenue North to center line of alleyway/walkway south of Mr. Joe White Avenue
36. From center line of alleyway/walkway south of Mr. Joe White Avenue to center line of alleyway/walkway north of Mr. Joe White Avenue
37. From center line of alleyway/walkway north of Mr. Joe White Avenue to center line of 12th Avenue North
38. From center line of 12th Avenue North to south side of 14th Avenue North Pier
39. From north side of 14th Avenue North Pier to center line of the alleyway/walkway at 16th Avenue North
40. From center line of the alleyway/walkway at 16th Avenue North to center line of City Park at 19th Avenue North
41. From center line of City Park at 19th Avenue North to center line of alleyway/

walkway south of 21st Avenue North

42. From center line of alleyway/walkway south of 21st Avenue North to center line of 23rd Avenue North

43. From center line of 23rd Avenue North to center line of 24th Avenue North

44. From center line of 24th Avenue North to center line of 26th Avenue North

45. From center line of 26th Avenue North to center line of alleyway/walkway at 27th Avenue North

46. From center line of alleyway/walkway at 27th Avenue North to center line of alleyway/walkway at 29th Avenue North

47. From center line of alleyway/walkway at 29th Avenue North to center line of 31st Avenue North

48. From center line of 31st Avenue North to center line of 34th Avenue North

49. From center line of 34th Avenue North to center line of 37th Avenue North

50. From center line of 37th Avenue North to center line of 38th Avenue North

51. From center line of 38th Avenue North to center line of 39th Avenue North

52. From center line of 39th Avenue North to center line of 40th Avenue North

53. From center line of 40th Avenue North to center line of 41st Avenue North

54. From center line of 41st Avenue North to center line of 42nd Avenue North

55. From center line of 42nd Avenue North to center line of 43rd Avenue North

56. From center line of 43rd Avenue North to center line of 44th Avenue North

57. From center line of 44th Avenue North to center line of 45th Avenue North

58. From center line of 45th Avenue North to center line of 46th Avenue North

59. From center line of 46th Avenue North to center line of 47th Avenue North

60. From center line of 47th Avenue North to center line of 48th Avenue North

61. From center line of 48th Avenue North to center line of 49th Avenue North

62. From center line of 49th Avenue North to center line of 50th Avenue North

63. From center line of 50th Avenue North to center line of 51st Avenue North

64. From center line of 51st Avenue North to center line of 52nd Avenue North

65. From center line of 52nd Avenue North to center line of 53rd Avenue North
66. From center line of 53rd Avenue North to center line of City Park at south side of Cabana Section
67. From center line of City park, south side of Cabana Section to center line Beach Place
68. From center line of Beach Place to center line of Seaside Place
69. From center line of Seaside Place to center line of alleyway/walkway south side Haskell Circle
70. From center line of alleyway/walkway south side Haskell Circle to center line alleyway/walkway north of 63rd Avenue North
71. From center line of alleyway/walkway north of 63rd Avenue North to center line of 64th Avenue North
72. From center line of 64th Avenue North to center line of 65th Avenue North
73. From center line of 65th Avenue North to center line of 66th Avenue North
74. From center line of 66th Avenue North to center line of 67th Avenue North
75. From center line of 67th Avenue North to center line of 69th Avenue North
76. From center line of 69th Avenue North to center line of 70th Avenue North
77. From center line of 70th Avenue North to center line of 71st Avenue North
78. From center line of 71st Avenue North to center line of 72nd Avenue North
79. From center line of 72nd Avenue North to center line of 73rd Avenue North
80. From center line of 73rd Avenue North to center line of 74th Avenue North
81. From center line of 74th Avenue North to center line of 75th Avenue North
82. From center line of 75th Avenue North to center line of 76th Avenue North
83. From center line of 76th Avenue North to center line of 77th Avenue North
84. From center line of 77th Avenue North to center line of 78th Avenue North
85. From center line of 78th Avenue North to center line of 79th Avenue North
86. From center line of 79th Avenue North to center line of 80th Avenue North
87. From center line of 80th Avenue North to center line of 81st Avenue North

88. From center line of 81st Avenue North to center line of 82nd Avenue North

89. From center line of 82nd Avenue North to northern City Limits.