1. CALL TO ORDER. Chairman Willm called the meeting to order at 6:30 p.m. Members present: Chairman Willm, Vice-Chairman Watson, and Members Dougherty, Lanham, Lauer, Murdock, and Taylor. A quorum was present. Others present: Town Clerk Herrmann; Building Official Farria, and Permit Technician Mazzo.

Chairman Willm welcomed everyone to the meeting, saying that it was nice to have so many people attend. The board members and staff introduced themselves. Ms. Watson read the Board of Zoning Appeals Mission Statement:

The mission of the Surfside Beach Zoning Board of Appeals is to listen to property owners and citizens who wish to appeal rulings made by the building and zoning department or are seeking variances from Surfside Beach Zoning Ordinances due to the irregularities or peculiarities of their property, which cause them a hardship in meeting the zoning setbacks. We are an independent board, and we are not influenced by town officials, councilmen, or any other individuals. We will strive to render fair and equitable decisions that are best for the individual, the town, and its citizens. All decisions are final and can only be appealed to the Circuit Court.

2. Pledge of Allegiance. Chairman Willm led the Pledge.

3. Officer Election
   i. Chairman. Mr. Lanham moved to elect Mr. Willm to serve as chairman. Ms. Watson second. All voted in favor. MOTION CARRIED.
   ii. Vice Chairman. Mr. Taylor moved to elect Ms. Watson to serve as vice chairman. Ms. Lauer second. All voted in favor. MOTION CARRIED.

4. Agenda Approval.
   Mr. Taylor moved to adopt the agenda as presented. Mr. Lanham second. All voted in favor. MOTION CARRIED.

5. Public Comments on Business Items.
   Mr. Randle Stevens, 1st Avenue North: I’m just curious. I’m looking at this and on the application it said appeal of a decision of administrative official, and then there’s a letter that says from the two ASL signs, which says the requesting a variance. Which one is it? I wondered if I could get a clarification on that. Chairman Willm: It is my understanding that this is a variance to the sign ordinance. Mr. Stevens: Okay, because I have a copy of the application and it said appeal the decision, but another letter said a variance. Chairman Willm: The actual application is an appeal to the decision of an administrative official as indicated on page four of this application. Mr. Stevens: Okay, so it is the appeal the application. Okay. Chairman Willm: Application for a new sign. Mr. Stevens: Alright, thank you.

6. Business Item
   Appeal No. ZA2017-04 by First Baptist Church of Surfside requesting a variance from Section 17-630(10) of the Zoning Ordinance prohibiting off premise signs. The property is located at 811 16th Avenue North, TMS#191-12-03-001.
Chairman Willm cited the appeal and sworn in Mr. Farria: Do you swear to tell the truth, the whole truth and nothing but the truth?

Mr. Farria: Yes, I do.

Chairman Willm: Proceed.

Mr. Farria: Thank you, Mr. Chairman. Basically the church, First Baptist Church Surfside, basically wants to, they have an existing sign right now at the corner of 16th Avenue North and 17th North, and, which they want to replace with a new sign. Basically, the understanding is, is that that location where the existing sign is now, where the new sign is going to be, what they want to put is basically, I think it's a mobile home park property, and it is owned by basically the church itself. (Unknown speaker: on a different property) Mr. Farria: But it is on a different property than the church's property. So basically that's what the, the issue is right now that they want to put the sign where the new sign where existing sign is, but which is located on the mobile home park, which is owned by the church, but is not on the church’s property itself, if that makes sense.

Chairman Willm: And the zoning ordinance that prohibits that; that it has to be on the same piece of property?

Mr. Farria: Right. Basically, if you look at prohibited signs, which is Section 17-630, item 10, off premise signs, outdoor advertising signs, and billboards. So, this would be basically classified as an off premise sign, even though the church does own that property. It is not the on the property of the church itself, and the sign is for the church. If you look on the definitions where it says off site sign, it says off site signs shall mean a sign that advertises goods, products, services, or facilities which are located, not which are located on premises other than those where the sign is located.

Chairman Willm: Currently the sign that is there is a legal nonconforming sign?

Mr. Farria: It’s been in existence sign. It’s been there for as long as I can remember.

Chairman Willm: Prior to this zoning.

Mr. Farria: I’m assuming so, yes, sir. It’s been there for as long as I can remember. I go back 13 years ago.

Chairman Willm: I go back about 45, and it’s been there as long as I can remember.

Mr. Farria: Yep, right.

Ms. Watson: It says in the paperwork here that the sign was originally approved back in 2015 and the church need to procure funds to buy their new sign. Can you tell me what happened between 2015 and now? Did the ordinance change? (**unknown speaker not clear)

Mr. Farria: The ordinance didn’t change, but we didn’t have any record of approval at all.

Ms. Mazzo: (not sworn-in) I think it might have been approval (**) but, I’m not 100 percent sure. I know we have no documentation is here (**).

Ms. Watson: Okay, and you've looked at the adjacent property, and it is titled in, the mobile home park does belong to the church, the property, the mobile home property does belong to the church.

Ms. Mazzo: It’s two different LLCs. The same people own the two LLCs, but they are different LLCs.

Ms. Watson: So both properties are controlled by the same party?

Ms. Mazzo: Yes.
Mr. Farria: The church, that’s correct.

Ms. Watson: Both properties are controlled by the same person.

Mr. Farria: Right. I think the understanding is that the church property, of course, is a nonprofit LLC.

Where, of course, the mobile home park is a different LLC, but is still owned by the church itself.

Ms. Watson: Okay, so in your opinion, is the control of both properties under the control of the First Baptist Church of Surfside?

Mr. Farria: In my opinion, yes.

Ms. Watson: And is anything on this proposed sign have any type of commercial advertising or any type of service other than community services going to be advertised that you know of?

Mr. Farria: I can refer to you the statement from the Mr. Nicholas at ASL. He might be able to explain more on that. But if you look at the second paragraph, it will be a full-color LED message board allowing the church to bring in new members, provide updates to future events such as Bible Study, Vacation Bible School, and regarding meals for the homeless and persons in need of help. Basically, everything I see here I don't see anywhere or any evidence that they’re gonna use it for commercial advertising at all. And, I’m not sure if any, if there’s a, I know ASL is here. I’m not sure if there’s any member from the church here, also. They can maybe also answer that question, if need be.

Ms. Watson: Okay, so in your opinion, this would be a noncommercial sign?

Mr. Farria: (***) Yes, ma'am, based on what I'm seeing here, yes.

Ms. Watson: Okay, thank you.

Mr. Lanham: If I looked at these two signs, what difference would I see, meaning size, color, whatever.

What’s the difference in the two signs?

Mr. Farria: If you look at the packet again, it's in your packet there, you can see the sign that been applied for. And then there are also if you look in the pictures of what's existing now, it also shows the existing sign.

Unknown speaker: It’s a lot smaller.

Mr. Farria: So that existing sign is lots, lot smaller, of course.

Mr. Lanham: Okay.

Mr. Farria: The new sign, if you look at the proposal, will be higher up in the air, as you can see. It will be, I guess the sign itself will be also larger than what the existing sign is. You can see the existing site is basically, looks like it’s only about two or three feet off the ground.

Mr. Lanham: So these pictures here, this would be the sign that is going to be up. It won't be changed after; that’s the exact sign.

Ms. Mazzo: That’s what they’re looking at now.

Mr. Farria: That’s what they’re wanting.

Mr. Lanham: That’s what I was wondering about. Exactly the same sign.

Chairman Willm: Other than the location of the sign, the sign is in compliance with all other requirements of the sign ordinance?

Mr. Farria: Yes.
Ms. Lauer: I have a question. It’s going to be a flashing and moving sign. A movement of an LED message is going across.

Mr. Farria: Based on again, and again, ASL might be able to answer that little bit more, but if you look at the, again, the statement from Mr. Nicholas there it says it will be a full-color LED message board, and it will be giving different events, you know, of the church.

Ms. Lauer: How about the light intensity; the brightness of the sign. How will that affect …

Mr. Farria: Okay, that would be question that …

Chairman Willm: Excuse me a minute. Let me go ahead and let Mr. Nicholas present for Baptist Church and then we’ll come back and we can ask questions from both sides so we can get a full picture. Do you swear to tell the truth, the whole truth and nothing but the truth?

Mr. Nicholas, ASL Signs: Yes, I do.

Chairman Willm: Thank you, sir.

Mr. Nicholas: The sign that exists is roughly like they said about 5½ feet tall. It does light up, and it sits low, because of the (**). The sign that we’re proposing, like they said, it’s gonna be 7 feet taller than the existing sign, and it will have, and it will be a lit sign. And the colors, and the logo, and what's on the sign itself is specifically to bring people to the church. It's not abrasive. It’s not something that’s gonna be like a billboard in your face type sign. It’s a real contemporary classic sign that’s in; goes along with church. The LED board on the sign is solely for the, for the church’s use. Nothing commercial is gonna be on it. Now what the church is gonna, what it's gonna, the whole purposes to draw people to the church, whether it be the Bible study or an event going on at church, but more importantly, if it brings one person off, off the street to the church, even saves the person’s life bringing him to God, that sign has done its part for the church. It’s not intended to advertise any other company or anything like that. It’s not gonna be flashing, again, it’s gonna be within the church’s standards. And as far as the brightness that can all be controlled. It has during the day it’s gonna be one brightness. Then at night it will be bright, but it, but it tones down. And also on their sign, if a hurricane comes through, it's designed to have Amber Alerts or if you see, God forbid, somebody's kidnapped or what have you, it has the Amber Alert. It has that ability. It's like the sign that we have it at ASL signs. Anytime severe weather comes in; hurricane, it switches right over to the weather, and any types of Amber Alerts.

Chairman Willm: Anybody have any questions for him?

Mr. Taylor: No, not for him.

Mr. Nicholas: Just so you know, it's controlled solely by the church. Nobody else will have access to it, to what goes on it. Nobody can get into it, and again, it’s all controlled by the church.

Chairman Willm: Any further questions for either …

Mr. Lanham: I have a question for … If this sign was the same size as the sign that’s there now, would it still be in variance? If you change the sign; just put a new sign in, but the same size? It’d still be a variance?

Mr. Farria: Based on the prohibited signs, it’s off premises, yes, that’s correct.

Mr. Nicholas: One thing, too, keep in mind the church, the parcels are owned by the church. But the church is tucked back over seventy feet off the road. So, again, it bring people to worship.
Mr. Taylor: I have a question for the staff. If this sign were deemed to be on premise, would the sign be meet code and be approved? (Mr. Farria nodded his head in agreement.) Mr. Taylor: Okay.

Mr. Murdock: Mr. Chairman, is somebody from the church here, or do we know? Okay.

Mr. Nicholas: That whole crew behind me. (Laughter)

Chairman Willm: Come up and give your name. We’ll swear you in and let you, let us ask some questions.

Do you swear to tell the truth, the whole truth and nothing but the truth?

Mr. Roger Reese: I do.

Mr. Murdock: My question is this FBCSBRE, LLC who owns that LLC? Does the church itself?

Mr. Reese: It’s Greenbrier Trailer Park, LLC and we, we do own that property.

Mr. Murdock: Okay and when you say we, the church. The church owns it.

Mr. Reese: Yes.

Mr. Murdock: So the church that owns the property that the church sits on is the same entity of ownership of this LLC? The membership interest is the same.

Mr. Reese: Yes.

Mr. Murdock: Okay.

Mr. Reese: In fact, I have drawings showing future plans to encompass that property all the way to 17, money providing.

Mr. Murdock: Got ‘cha. Like I said, I make that distinction so that even though the LLC is its own entity, the owners of the LLC is the church. Okay.

Chairman Willm: Was the intent on having, allowing the people that are there stay there until a certain amount of time before y’all plan on making that your full campus?

Mr. Reese: There is a provision that we have to give them, I think it's 12 month’s notice before we attempt to do anything.

Chairman Willm: How long have y'all owned the trailer park?

Mr. Reese: It's been about five years ago. (Unknown speaker: It’s actually six.)

Mr. Lanham: This may be a little bit off the wall, but why couldn't you just select small piece of property and deed it over to the church, and then you would be in, you wouldn’t be out of variance. I know that doesn’t sound practical, but it'd get you out of this whole mess.

Mr. Reese: Well, quite honestly, I didn't realize we were really in a big mess. (Laughter) You know, we’re trying to replace the sign that's an eyesore with a very nice sign.

Mr. Lanham: No, I don’t have a problem with the sign, it’s just the ordinance, you know, is what it is, and it’s not … I don’t know.

Mr. Reese: I don’t know how the sign that’s there got there.

Mr. Lanham: Before my time.

Ms. Lauer: Yes, way before our time.

Ms. Watson: Sir, can you tell me when the First Baptist Church of Surfside started?

Mr. Reese: Fifty years, 52 years ago.
Chairman Willm: Same year I moved to Surfside.
Mr. Reese: It started right down here on Ms. Molly Owen’s front porch.
Chairman Willm: Any other questions?
Ms. Lauer: I’m just worried a little bit about the brightness of the sign. How it will affect the owners of the manufactured houses with a light shining in their bedroom with the privacy issue. I mean, that’s a high light, bright light.
Mr. Reese: There is trees between the sign and the mobile homes.
Ms. Lauer: So none of the trees are being removed? They’re going to stay there?
Mr. Reese: No, ma’am.
Mr. Nicholas: Remember, too, the sign is no facing; the sign is gonna project light this way and this way (referring to a picture), north and south. It’s not gonna project sideways.
Ms. Watson: There’s no window there.
Ms. Lauer: Well, I just don't want to create a nuisance with the ordinance trying to avoid a nuisance for the people that are living there. We’re all concerned about that. I mean I'm sure all of wouldn’t want a bright light shining in our bedrooms.
Mr. Reese: There are tenants, so we would be concerned, also.
Chairman Willm: It does appear from the picture that there is no window on the backside of that closest premise. Any other questions or discussion of the board?
Mr. Taylor: I have a comment. This entire thing centers around the definition of on premise or off premise. You know, as the operator of the 235 acre golf course that consists of about 14 different plats, some of them owned by other people, I'm inclined to believe that in my mind this meets the definition of an on premise sign versus an off premise. The fact that they have the same ownership and it's contiguous to the other piece of property, it's not separated from the property. Kind of like if they wanted to put the sign across the street where the parking lot is. It's, it's a separate piece of property owned by the same people, but it's on premise. So I'm, I'm inclined to say this is really an on premise signs, and I would be inclined to vote in favor of the variance.
Ms. Watson: Are we done with the appellant?
Chairman Willm: No, you can ask them a question, if you want.
Ms. Watson: No questions.
Chairman Willm: If nobody has any more questions for them, you may sit down, and we can entertain a motion or more discussion amongst the board.
Ms. Watson: I have discussion. I’ve been looking into something called the Merger Doctrine, okay, and, but for a technicality, these two pieces are merged together. They’re absolutely the same ownership, and I also went back to 14th Century meaning of the Diocese, and I know we use that in the Catholic terms, but this is a Christian organization. And a Diocese is a district under the control and pastoral care of a bishop or a pastor. It is a jurisdiction, a province, a parish, or a territory that is under the control of a religious pastor, and so I feel like premises as a definition also is a house or building together with its, all of its land and outbuildings, occupied and
considered in an official context. Also, I would like to remind the board of the constitutionality of signs, and I picked this up out of some cases that I was studying about the sign ordinances of other places. The constitutionality of signs, the language of the United States Constitution regarding speech is well known. Congress shall make no law abridging the Freedom of Speech. Early in the last century this fundamental rule was extended to the states. So what is it mean to abridge the Freedom of Speech when it comes to signs? The First Circuit Court of Appeals held in 1996 that the combined effect of the Massachusetts statute and a local sign ordinance, which together permitted on-site noncommercial billboards but prohibited such billboards off-site violated the First Amendment. The court pointed out that while the prohibition against off-site noncommercial billboards was not on its face based on the billboards content its practical effect was to penalize noncommercial rather than commercial billboards. Since most billboards expressing ideas or advocating policies like ‘Stop the War’ or ‘Smith for Mayor’ are by their very nature located off-site. In 2009 the US District Court for Rhode Island applied these principles to a suit based not on a local sign ordinance, but on the Rhode Island Outdoor Advertising Act. It boils down to this: there was an owner of a small business with the rooftop outdoor advertising sign that was visible from Interstate 95. He used the sign to both advertise his own products made on the premises and other products and services for both commercial and noncommercial entities. So when the DOT wanted to have his sign removed, he sued. [He] claimed that he had a constitutional right to maintain the sign. The court acknowledged that prohibitions of off premise commercial advertising may be constitutional, but it held the statute to be unconstitutional, content-based restriction on free speech because it allowed on premises noncommercial advertising but prohibited such advertising off premises. These cases make it clear that sign ordinances cannot broadly prohibit off premises signs, unless all noncommercial signs are exempt. In other words, anyone anywhere can post or carry a sign promoting religious, political, or other kinds of ideas. So it doesn't mean that we can't reasonably regulate signs in locations and dimensions, but we have to be real careful about religious free speech, and I believe that's what we have here, and I vote to approve this sign.

Chairman Willm: We don’t have a motion yet. But, thank you very much. Any other comments or questions from the board for discussion? Would somebody like to make a motion to approve the appeal of the decision of the administrative decision on the sign or a motion to not approve the appeal or any, as a reminded to the board, we can put any stipulations on our approvals or denials.

Ms. Watson: I make a motion we approve the appeal.

Mr. Taylor: Second.

Chairman Willm: Any further discussion?

Mr. Murdock: And approving the appeal is simply to grant this sign as submitted?

Chairman Willm: That wasn’t the motion on the table.

Ms. Watson: Yes.

Mr. Murdock: That's why I want to know is what was the appeal exactly?

Ms. Lauer: I’m with him. What are we approving?

Chairman Willm: Allowing First Baptist Church to put a sign on … actually, what we’re approving whether this is …

Ms. Watson: We find it is not an off premise sign.
Chairman Will: So we’re not really doing the sign, we’re just determining whether is on site or off site premise. So, the motion is that we approve the appeal and rule in favor of First Baptist Church on this appeal, and the decision that is on ...

Mr. Lanham: And, again, that based that it’s all one piece of property.

Chairman Willm: Correct.

Mr. Murdock: Or common, commonality of ownership.

Ms. Lauer: That’s better.

Chairman Will: Any other discussion or questions?

Mr. Murdock: Just from a discussion standpoint, I will tell you that you as an attorney, if I was going to argue premises liability for something that happened on the trailer park, I would go after the church under the diocese argument that [Ms. Watson] just made, you, because I think that is, I would argue that is the same premises even though you’re separated into two separate legal entities.

Mr. Reese: We’re so insured.

Mr. Murdock: Yeah, good.

Chairman Willm: Another good point. Any further discussion? We have a motion and a second. All in favor say aye. (All members voted aye.) Any disagree? (No responses were made.) The motion passes to approve the appeal unanimously. (Applause)

Appeal No. ZA2017-05 by June W. Scroggs requesting a variance from Section 17-402 of the Zoning Ordinance specifically the side yard setback for corner lot requirement of 7.5”. The applicant would like a variance to encroach 3’6” into the side yard setback. The property is located at 1110-B Dogwood Drive South, TMS #195-07-10-005.

Chairman Willm cited the appeal and reminded Mr. Farria that he is under oath.

Mr. Farria: Thank you, Mr. Chairman. Basically the variance is the being requested is being allowed to have steps and landing leading to the door, front door, which will be, which is facing 11th Avenue.

Unknown speaker: 11th Avenue South.

Mr. Farria: 11th Avenue South itself. Basically, just to meet the code, which code requires that any egress door has a landing on each side of the door, and of course, then steps would be leading out from there running back towards Dogwood, which the steps would not go any further out, if the basically landing and the stairs would be basically the same with going, going along 11th Avenue itself.

(Comments from audience, inaudible.)

Mr. Murdock: Mr. Chairman, point of order. I, I, we've already, we've already made a determination on this, this exact case, previously, I do believe. I believe that that; so I'm wondering is this an appeal of our determination, because I don't think that you can do that.

Ms. Watson: You can’t do that. You have to go to the Circuit Court.

Mr. Murdock: Yeah, that’s got to go to Circuit Court.

Chairman Willm: Well, the first case, I understand that was a set, a different variance.

Mr. Murdock: Right, okay.
Chairman Willm: I mean a different...

Unknown speaker: A different size.

Chairman Willm: In size; it wasn't the exact variance, but it's pretty close modification of the previous.

Mr. Murdock: Okay, thank you, Mr. Chairman.

Mr. Taylor: In the original the first time we reviewed this we had a copy of the original approved design of the home when it was, when it was originally permitted for construction. Where was the entrance?

Mr. Farria: The entrance is at the same. It was at the same...

Mr. Taylor: So when it was originally improved approved for construction there was an entrance located there and we approved construction?

Mr. Farria: We did approve it. We basically, we did not realize that landing itself was encroaching until basically through the inspection process.

Chairman Willm: If I remember right, it was the frontal picture of it showed a door there, but the side pictures didn't have any indication that there was an opening.

Mr. Farria: Right.

Mr. Taylor: So we approved construction knowing that there was a front door there, so this is basically just adding the stoop.

Mr. Farria: That's correct, and the code does requires in the 2015 South Carolina Residential Code that you have to have a landing on both sides of the door, and of course, with the with the built, with the door being high up, you know, you can't have just steps coming down. You have to have a landing, and then with steps.

Mr. Taylor: Okay.

Ms. Lauer: So, I …

Mr. Lanham: We approved, I mean the town, not this group…

Mr. Farria: The department; the department.

Mr. Lanham: The department, yeah.

Mr. Farria: The building department.

Ms. Lauer: So I'm reading that they can't get into front of house without steps. There's no way to get into your house right now.

Mr. Scroggs: Unless you jump.

Ms. Lauer: And the front of your house, is it on Hollywood or 11th Avenue South?

Ms. Herrmann: Mr. Chairman, excuse me, we're hearing testimony and they have not been sworn.

Ms. Lauer: So sorry.

Mr. Scroggs: I'm Wes Scroggs. I'm June Scroggs' son.

Chairman Willm: Do you swear to tell the truth, the whole truth and nothing but the truth?

Mr. Scroggs: Yes, sir.

Chairman Willm: Now, you may ask him questions, if you'd like to.

Ms. Lauer: Yes.

Mr. Scroggs: I'm the builder.
Ms. Lauer: Okay. I just wanted to know your house is on, the front of your house is 11th Avenue South or Hollywood?

Mr. Scroggs: Dogwood.

Ms. Lauer: Dogwood, I’m sorry.

Mr. Scroggs: The front of the house actually faces 11th Avenue South.

Chairman Willm: Point of clarification, I believe when we heard this, this wasn’t a house. This was a …

Unknown Speakers: Accessory building.

Chairman Willm: Accessory dwelling to a house.

Mr. Scroggs: Yes, sir.

Mr. Murdock: So the house as it exists there, just to follow up on what the chairman is saying it actually does face South Dogwood. This is accessory building to the house that faces South Dogwood; is that correct.

Mr. Scroggs: Yes.

Mr. Murdock: Okay.

Ms. Lauer: This is a one family dwelling?

Chairman Willm: I’m sorry. This faces 11th South. The assessor side faces; one faces 11th South and the other faces towards the ocean.

Mr. Scroggs: It was …

Unknown Speakers: (**)

Ms. Lauer: And this is a one family house dwelling?

Mr. Farria: Single family.


Chairman Willm: In R3?

Mr. Farria: R3.

Mr. Lanham: To be honest with you, I’m a little bit confused about this whole thing. When I; I’ve looked at it several times. The addresses in on Dogwood, which we’ve already said, but the thing, I don’t know what, if you can say it faces 11th, at least one side of it’s on 11th, and then there’s a connection between that and the other house.

Is that permanent?

Mr. Scroggs: Yes, sir. That deck, yes.

Mr. Lanham: So we’re talking about one house, not two houses.

Mr. Farria: No, you have the house, you have the deck and you have the accessory dwelling.

Mr. Lanham: And they’re allowed to be connected?

Mr. Farria: Well, they’re connected by the, I guess, by the deck. They’re not connected by the structure, as far as the house. You have the house, and you have the deck, and you have (**).

Mr. Lanham: Some time ago, if I remember correctly, and it may not have even be in this area, but there was putting two houses on one lot, and they were connecting them with one step and they changed that ordinance.

Does anybody know anything about that so that they couldn’t do that? I’m probably not explaining it correctly.
Mr. Murdock: I think they were, I think they were in that situation creating two single-family residences, but because of the setback requirements, they had to conjoin those so that you had two single-family residence with a common wall.

Mr. Lanham: And that's what they change the ordinance so you couldn’t do that, I think.

Mr. Murdock: I think you still can do that, but I think that it depends on the square footage of a lot; it depends on your setbacks, and, and all that stuff. But that’s not what this is. This is an accessory building, correct?

Several Speakers: Accessory dwelling.

Mr. Murdock: Accessory dwelling.

Chairman Willm: Does an assessor dwelling have to have that opening there? It’s not a (**), I mean if you have an opening, you have to have the steps. I understand it. You have to have the opening.

Mr. Farria: As far as what, do you mean the door?

Chairman Willm: Yeah, considering it’s an accessory; I mean you’ve gotta have somebody [sic] in and out the house.

Mr. Farria: (** That’s where the code comes in, okay, and the code requires that you have to have at least one main egress, okay. Now, to be honest, they do have egress which will go out if you’re, and I’m gonna have to show you this floor plan, but it would be basically going out on the south side, okay, which is where they have a carport and everything. This would be coming out onto, basically, the public way right on 11th Avenue itself. So, you know, basically, the, the advantages of it is you give yourself an (**), you give the dwellers another way out in case of an emergency, and also it's easy access for emergency personnel to be able to go into the building, if need be.

Chairman Willm: What was the intent of the building? I think this is like a full apartment.

Mr. Scroggs: It’s gonna be a family; we’re calling it our family go to. Mom's 89, and at the time, Dad was 95, and we were putting in an elevator in this part of the house so that we can keep them coming as long as we could, the thing is accessibility.

Ms. Watson: Well, don’t we, don’t we have a way; this thing in the middle is a deck, you’re saying. Well, isn’t there any access to the deck to get out? I mean…

Mr. Farria: Not from the accessory dwelling unit, no.

Mr. Lanham: Is that because they just designed it that way or could they put a door in?

Mr. Farria: I don't know if they could put a door right there, because of the stories and everything that’s involved in it. So I don’t think they would be able to. (**)

Chairman Willm: This is what, 850 square feet accessory?

Mr. Farria: Floor area.

Mr. Taylor: This appears to once again be a case where we missed it up front during the initial approval process of the structure. I’ve been over there to look at building. I don't think, I mean certainly putting steps out there is not gonna be unsightly or dangerous, but it will encroach into the setback.

Mr. Farria: Just to be clear, also, it's basically will have a roof, it will have a roof, of course. The roof won’t encroach any further. It will be a covered landing.
Mr. Taylor: But it’s only coming out 3.6 feet?
Mr. Farria: It’d have to be, that’s correct.
Ms. Lauer: So it’s a turn staircase?
Mr. Farria: Basically, if you come out the door which would be facing 11th, you come out to the landing and then you will turn to the right which will be heading towards Dogwood itself towards the east. So, of course, the stairs won’t be going any further into the setback itself. The stairs will be flush with the landing itself.
Ms. Lauer: And the two dwellings still’s a single-family dwelling that we’re…
Chairman Willm: I believe the rule is as long as it’s less than 850 square feet or less, it can be considered a (several speaking at once **).
Mr. Lanham: So they can't count, can't count the doorways in the other house.
Mr. Farria: As a means of egress (**).
Mr. Lanham: Since it’s one.
(**)
Mr. LaBrie: I’m Ron LaBrie with Inlet Custom Builders.
Chairman Willm: Do you swear to tell the truth, the whole truth, and nothing but the truth?
Mr. LaBrie: Yes, sir. I think what the confusion is here is there is no access from the original house into this house without going outside and going in the front door of the new house. It’s the only way; you can’t access one from the other, if that helps anything. You can't just go jump from this one into that one. You have to actually go out from one front door to one house and get into the other one.
Ms. Lauer: So it’s two dwellings.
Mr. LaBrie: Two dwellings, yes. They’re just attached; the back of the original house is attached to the side of the new accessory dwelling by the 7 foot deck in between ‘em.
Mr. Taylor: Is the interior of the house complete?
Mr. LaBrie: It’s dry walled and the trimmed out and everything. So, it’s just about.
Mr. Taylor: So you couldn’t realigning that particular area of the house to make the entrance…
Mr. LaBrie: No, right there, that front door as soon as you walk in there’s a bathroom right there and then on the other side is obviously is the garage, so.
Chairman Willm: The house itself is a permanent residence?
Mr. Scroggs: Yes. A permanent residence, no. No, it’s rental.
Chairman Willm: It’s a rental property.
Mr. Scroggs: Yes, the front property, it’s a rental property, yes.
Chairman Willm: What about the attachment?
Mr. Scroggs: It’s gonna be a family go to.
Mr. Murdock: So, we’re gonna have two families?
Chairman Willm: It’s not gonna be rented?
Mr. Scroggs: The back part, no.
Mr. Murdock: The new part.
Mr. Scroggs: Yep.

Mr. Murdock: But the front part would be rented.

Mr. Scroggs: It has been for, since 1974.

Mr. Murdock: Right.

Unknown Speaker: So, it’s not single.

Mr. Murdock: Well, that, that’s not the purpose of an accessory building. It’s not, not to turn a single-family into a, into a two family. An accessory building is meant to service as the primary building. That's why it's called accessory. It's not, not meant to be a separate, separate two family, I mean that, that doesn't work. Of course, I guess the other problem I have with it though is, or concern I have with it is, if you had set it back, and it does look like it was possible assuming this drawing is anywhere near to scale, you could’ve slid the property, you could’ve slid the property southward and you would've had room without having any issues. But, the fact is that you're in front of us, because you do have an issue, because you didn't slide it back. So…

Ms. Watson: Is this a two-story? Has it got a crawl space? What is it?

Mr. LaBrie: It’s three stories.

Chairman Willm: Yeah, three stories; the attachment or the original house.

Mr. LaBrie: The original is a single story.

Chairman Willm: On stilts.

Mr. LaBrie: Yeah, on stilts.

Ms. Watson: So it’s up on stilts, right?

Mr. Farria: No, it’s not on stilts. It’s actually called a raised slab.

Ms. Watson: Okay.

Charmain Willm: That was allowed because it was an attachment?

Mr. Farria: It’s allowed because, basically, it’s above the flood zone and meets all the flood zone requirements and everything.

Mr. LaBrie: We’re up about three feet.

Mr. Farria: We’re up about three feet high.

Mr. Murdock: If memory serves when I saw the last, and I think this was, this is where you guys were going over there a minute ago, when the first permit was secured there was no landing showed [sic]. There was a door, but there was no landing showed [sic]; is that correct?

Mr. LaBrie: Yeah, I don’t think there’s any, I don’t think there was any landing there. (**several speaking at once.) That’s honestly probably why it got missed, and when we had the surveyors go out and plot the corners of the house for us, because we knew it was a tight area, we went by the survey stakes, and nobody caught the whole stair thing until it was too late, basically. So, we were already up three stories framed up, dried in, and…

Chairman Willm: The town had come out for an inspection and…

Mr. LaBrie: That's when we noticed it. Him [sic] and I both had long discussions about it. That's what brought us here.
Mr. Taylor: When I read the definition about accessory buildings in our code, we, I mean we’re way out of line all the way around with this structure, it seems to me. I mean it says accessory buildings in residential districts must be no greater than 15 feet in height when located less than 10 feet from the property. Accessory building shall not exceed a maximum height of 25 feet when located a minimum of 10 feet from the property line.

Mr. Farria: You’re talking, basically, that’s the definition of like a storage building or something.

Mr. Taylor: It’s accessory buildings in residential areas. We’re calling this an accessory building.

Ms. Mazzo: It’s considered an accessory dwelling unit.

Mr. Taylor: Accessory dwelling, and where would I find the definition of an accessory dwelling?

Ms. Mazzo: Accessory dwelling unit shall mean a dwelling unit not exceeding 850 square feet in floor area that has been added to or created within a single family detached structure or is located on a lot containing a single family detached structure. This definition includes garage apartment and guesthouses.

Mr. Taylor: Okay.

Mr. Murdock: Right, but understand that that a guesthouse doesn’t mean renters. Guesthouse means a guest of the owner, not, and, and I don’t mean the main use for.

Mr. LaBrie: The original part that is already there, they’ve been renting that since 1975 before whenever.

Mr. Murdock: It doesn’t matter. This is, this building is attendant to the primary structure. The primary structure, if that's a rental property, then we have a single-family that is residing in that that’s a renter. Then we have this accessory dwelling that's behind it that has another single-family in there.

Mr. LaBrie: I think you’re thinking; it’s not a long term rental. It’s a people in it this week; new people next week kind of renting.

Mr. Murdock: Sure, because it’s in R3.

Mr. LaBrie: Right.

Mr. Murdock: I got that.

Mr. Scroggs: And it’s not 12 months out of the year; six, seven months. (**)

Unknown Speaker: 13 weeks of summer.

Ms. Watson: I would like to see the builders take the steps and go into the house structure with them instead of constantly going over the setback. I mean, I've seen houses everywhere that actually have entrances that lead into the houses and they don't interfere with the setbacks. I mean, so you lose a few feet; you lose…

Mr. LaBrie: We thought about doing that, but in this case it’s impossible.

Ms. Watson: Impossible.

Mr. LaBrie: I mean, the way the house designed, it’s just…

Ms. Watson: But, you said it’s just got the sheet rock up now. I know it's designed, but they designed it. Whoever drew this left off the steps, so I mean, it can be moved, if you’ve only got sheet rock up, can’t it? I mean I would take it back to this person who drew this and tell ’em to do something different.

Chairman Willm: Any other questions or discussion? Can we entertain a motion to approve or to deny this variance for a 3.6 foot setback?
Mr. LaBrie: And another thing I’d like to say, too, remember what Mike said about the code being accessible, you know, if this thing was flat on the ground, we wouldn’t even be here, because we could just pour concrete on the ground and be able to walk out the door. But, since it is up three feet off the ground, we’re probably gonna need two, maybe three steps to get into this building, plus the landing for the front door.

Mr. Lanham: Let’s start; I’ll make a motion to deny.

Mr. Murdock: I’ll second that.

Chairman Willm: Any further discussion?

Mr. Murdock: I would just stipulate, I don't think the application of the ordinance, and I’m looking at number “C”, the application of the ordinance to the particular piece of property would effectively prohibit and unreasonably restrict utilization of the property. The property is already a single-family residence. I don't think that the fact that they can't get into an accessory dwelling built after the fact does not otherwise restrict what they're already using the single-family residence on the front for. So I’ve, I’m not on board.

Chairman Willm: Okay, we have a motion to deny it and a second based on not meeting item “C”, because of the conditions, application of the ordinance of this particular piece of property will effectively prohibit or unreasonably restrict the utilization of this property as follows. All in favor say aye.

All members: Aye.

Chairman Willm: Anybody opposed? (There was no opposition.) So, the appeal has not been granted. The appeal has been denied. Thank you very much.

7. Public Comments.

Mr. Randle Stevens, 1st Avenue North: I just want to say I haven't been to the board of zoning appeals meeting in probably 10 years. I, I am very impressed. Y'all are the most professional group, bunch of people I've ever seen up here. Y'all really handled yourself very well. Council can take a lesson from you. Thank you for serving and y'all are really doing a great job: I'm really impressed. Thank you.

8. Board Comments

Mr. Murdock: I would say first of all, I sincerely apologize to the board for having missed the last meeting. The great thing about iPhones is that they’re fantastic. It reminded me when you actually put something into the calendar to remind you of, so that was entirely my fault. Second thing is with all the fun that seems to be going on in the small town, I would like to say thank you to Tina and Mike and Debra and all of the people who work here in the city of Surfside that actually keep the lights on and keep things moving. I know it's got to be; it's distressing, I think when from a citizen's perspective to see some of the things that have gone on, and I think internally when you feel like their bombs going off over your head and you're in the middle of no man's land caught between strong personalities, it's got to be; it's got to add a tremendous amount of stress in a job that's already not particularly stress-free. So, I appreciate very much the job that you guys do, and the tone deafness you take sometimes that some of the clutter that goes on around. So, thank you to all of you guys, particular Debra, because I think you get…you can’t escape it.

Chairman Willm: I’ll echo those comments, and extend that out to our police department, fire department and the rest of our staff in Surfside Beach. I think they all do a fantastic job.

Ms. Lauer: Actually, all the heads of the departments, thank you very much, because I know this is all on you, and I know the town and the people appreciate it.
9. Adjournment. Mr. Taylor moved to adjourn the meeting at 7:28 p.m. Ms. Watson second. All voted in favor. MOTION CARRIED.

Prepared and submitted by,

Debra E. Herrmann, CMC, Town Clerk

Approved: ________________, 20___

_______________________________________
Darrell Willm, Chairman

Holly Watson, Vice Chairman

Terri Lauer, Board Member

Guy Lanham, Board Member

Jon Dougherty, Board Member

Phil Murdock, Board Member

Steve Taylor, Board Member

Clerk’s Note: Be advised that these minutes represent a summary of items with a verbatim transcript of the hearing section insofar as can be determined by the recording thereof and are not intended to represent a full transcript of the meeting. The audio recording of the meeting is available upon request; please provide a flash drive on which to copy the audio file. In accordance with FOIA §30-4-80 (A) and (E), meeting notice and the agenda packet were distributed to local media and interested parties via the town’s email subscription list. The agenda was posted on the entry door at Town Council Chambers. Meeting notice was also posted on the town website at www.surfsidebeach.org and the marquee.