



Town of Surfside Beach
Planning, Building & Zoning Department
115 US Hwy. 17 North, Surfside Beach, SC 29575
(843)913-6341

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All questions & comments need to be emailed to tmazzo@surfsidebeach.org by 4:00 day of meeting

**PLANNING COMMISSION REGULAR MEETING
TOWN COUNCIL CHAMBERS/TELECONFERENCE
MONDAY, NOVEMBER 9, 2020 AT 6:00PM**

1. CALL TO ORDER - Sammy Truett, Chair
2. PLEDGE OF ALLEGIANCE
3. AGENDA APPROVAL
4. MINUTES APPROVAL - September 1, 2020
5. PUBLIC COMMENTS ON AGENDA ITEMS
6. PUBLIC HEARING

Article IV Supplemental District Regulations, Division 1 Generally, Sec. 17 - 419
Setback Encroachments for Handicapped Accessible Ramps, Lifts, and Elevators

7. DISCUSSION ITEM

Article III - District & Use Regulations
Minimum square footage for residential structures and dwelling units

8. PUBLIC COMMENTS - General Comments
9. COMMISSION COMMENTS
10. ADJOURNMENT

1 **PLANNING COMMISSION REGULAR MEETING MINUTES**
2 **TOWN COUNCIL CHAMBERS/TELECONFERENCE**
3 **TUESDAY, SEPTEMBER 1, 2020 AT 6:00 PM**
4

- 5
6 1. **CALL TO ORDER** – Chairman Truett called the meeting to order at 6:00 PM.
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8 2. **PLEDGE OF ALLEGIANCE** – Chairman Truett led in the Pledge of Allegiance.
9
10 3. **AGENDA APPROVAL** – Ms. Abrams made a motion to approve the agenda. Mrs.
11 Laveglia second. All voted in favor. **Motion carried.**
12
13 4. **MINUTES APPROVAL** – Mrs. Laveglia made a motion to approve January 14, 2020, &
14 June 2, 2020, meeting minutes. Mr. Von Busek second. Ms. Abrams abstained from the
15 January 14, 2020 minutes. All voted in favor. **Motion carried.**
16
17 5. **PUBLIC COMMENTS ON AGENDA ITEMS**

18
19 I am writing in opposition to changing the zoning for a storage facility along Bus 17. There
20 is an existing storage facility that sits back from the road within feet of the site in question.
21 There have already been a number of new storage facilities built in this area. Please see
22 the enclosed map. We also already have an area that is zoned for this type of business on
23 Sandy Ln. With the paving and plantings along with Business 17, the town's Business
24 Corridor's appearance is improving. We need to try to emulate what Litchfield Beach has
25 done to improve their appearances with the medians, signage, and restrictions on what
26 can be built, and its appearance. Surfside Beach is such a nice place to live, and residents
27 don't want to see that change.
28 Best regards, Denise Willoughby
29

30
31 6. **PUBLIC HEARING**
32

33 **Text Amendment to define Garden Center and add as conditional use to C1**
34 **District** – Carol Coleman, the Planner, stated Mitchell Plyler submitted a text
35 Amendment Application to add "garden/yard center" to the classification of retail
36 business or as a separate classification. Mr. Plyler is in discussion with the owners of
37 Hudson Flea Market. He plans to put a garden center on the property behind the antique
38 store. This will be a standalone business. Chairman Truett stated that this is already
39 allowed. It is one of the changes to the Ordinance to be approved by the Council. Mr.
40 Kinken asked if chemicals will be stored on the property. Ms. Coleman stated it would be
41 stored behind the building. Ms. Abrams asked if Mr. Plyler would be selling lawnmowers
42 or trailers or other equipment. Mr. Plyler stated no, he would be selling potted plants,
43 soil, and bagged mulch. Mr. Plyler stated he would be able to deliver goods. Mrs.
44 Lavegine asks exactly what the business is Mr. Plyler stated an open area garden center.
45 Potted plants. Bag products of soil, rock, mulch, and produce. No landscaping services.
46 Just resale. Chairman Truett asked if there was going to be a delivery service. Mr. Plyler
47 stated, yes. Also, Chairman Truett asked about chemicals. Mr. Plyler stated no, just what
48 is in the bagged soil.

49
50 The site that is going to be occupied is just under an acre. Mr. Plyler stated it would be
51 fenced. Preferably a chain-link fence. This will make the property look nice and also for
52 security purposes. Mr. VonBusek asked if there will be bundles of pine needles, and the

53 truck will stay on the property? Mr. Plyler stated they would have a trailer that will not be
54 visible from the street. There will be a structure on the property. A specific design has
55 not been decided on as of yet. There will be landscaping. Mr. Brown asked about
56 parking. Ms. Coleman stated there had not been any parking done yet, but we would
57 look when a plan is done to make sure that there is adequate parking for him, the flea
58 market, and the antique store. Mr. Kinken asked if this was going to be just retail sales.
59 Mr. Plyler stated, yes.
60

61 Ms. Coleman stated the biggest hurdle was meeting the overlay, you couldn't use a
62 prefab building, or something that was to indicate use a metal building, can't use a
63 trailer, like a construction trailer or anything like that. You have to have a site built.
64 They were fully devoted to making sure that they could do everything to meet the
65 demands of the overlay.
66

67 Chairman Truett stated when this chart is codified, do we see any issues for him not
68 qualifying? Ms. Coleman stated no because I think he understands fully that the chart is
69 probably going to reflect if we added it. Now, we'd still have the same conditions
70 associated with it. The things that make outdoor uses concern won't be an issue with
71 what he's proposing to do or where he's proposing to do it. Chairman Truett asked with
72 this being a public hearing, is there anything else we need to do? Do we need the
73 recommend this to the Council, or should it just wait until these changes are approved?
74

75 Ms. Coleman stated It might be worthwhile if you recommend adding that definition to
76 the Ordinance. If you're comfortable with forwarding this to Council, I'd forward them
77 concurrently because they did make an application to you, and if Council is
78 comfortable with passing this, then they can say the amendment is not necessary
79 because we're amending it. Ms. Abrams made a motion to approve the text. Mr. Kinken
80 second. All voted in favor. **Motion carried.**
81

82 **DISCUSSION ITEM**

83 **Article III – District & Use Regulations**

84 Ms. Abrams stated I'm perfectly willing to discuss these tonight, but I can no way
85 support sending whatever version back to the Council until I see the whole thing from
86 beginning to end.
87

88 Ms. Coleman stated that I'm not advocating that you should make decisions tonight.
89 I would want to bring something back to you so that you can see any changes that you
90 made. What I wanted to do tonight is to start at least the process from what
91 Council asked us to look at, and anything else along those lines make those changes and
92 bring it back to you. That's why I said I'd go ahead and forward the text amendment so
93 that that cycle keeps going. Because I don't anticipate this is going to go straight
94 forward. I wouldn't be comfortable voting on it, either.
95

96 Chairman Truett stated the first bullet point is Council, and the Town attorney agreed
97 with the language on nonconformities, so I guess they're happy with that
98 recommendation.
99

100 **Accessory use only for specific uses.** Ms. Coleman stated this came
101 up regarding massage parlors. You could have massage services as, as an accessory, to
102 a chiropractor, to physical therapy, to a day spa, or something along those lines, But not
103 as a standalone.
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Ms. Abrams asked, do we know if the amortization of use will impact anything other than massage parlors? Ms. Coleman stated she would look closer but thought that the one massage business that was in Surfside is now gone.

Identify uses to include as an accessory for hotels, resorts, and restaurants.

Ms. Coleman stated the Council is concerned about banquet facilities. And then having a store or a convenience store associated with a hotel, which is not unusual. A Restaurant or a Snack bar or Catering, but specifically, I think what they were concerned about is creating a hardship for a hotel that may want to have a wedding or some other type of meeting or event and to make sure that those uses were listed as an accessory for hotels and resorts as well as anything else.

Ms. Abrams stated we have two hotels and in two different zoning districts. stated that I think all hotels should be treated equally. So hotels, motels, and travel courts are not permitted in C-4. So if something should happen to the hotel, they cannot rebuild.

Ms. Abrams stated I printed this, this morning and it says Commercial use is located within the district that is deemed to be nonconforming with the creation of the district as of the date of the Ordinance that are damaged by fire or any other cause. Shall be permitted to restore or re-establish the use or to establish any other use permitted. So right now, the hotel is safe.

Ms. Coleman stated that if a new developer came in and was able to assemble parcels and wanted to go forward within any of these uses, he couldn't do it under the current zoning Ordinance. I have to make clear to Council that the intent of the Planning Commission is it's OK with what's available now, but they don't want to see new.

Ms. Coleman stated the intent is to preserve the E District.

Mr. Pesce stated that if something did happen to the hotel, and they were doing a major structural repair, and there was a transfer of ownership. Is there anything stopping someone from acquiring new parcels and expanded the footprint of the hotel? Because I don't want to see that happen. I want to want to make sure the property's transferable and rebuild, but will not be expanded.

Potential Uses – Ms. Coleman Stated The difference between a Microbrewery and a brewpub is a Microbrewery doesn't just brew. They are on-site consumption or getting a growler and filling it up to take home with you. Microbreweries are also manufacturing on-site for sales outside of their footprint. So they may be selling to other restaurants, or other businesses, or even local grocery stores. They are more of a commercial/industrial aspect to a microbrewery. And it could be something on the scale of Highland Breweries, in Ashville. A brewpub is more like Quigley's at Litchfield, where they do manufacture beer on-site or Gordon Beers in Market Commons.

A brewpub is not like a Microbrewery, because it's just like a restaurant. After all, they're taking raw materials and making them into something for consumption, and so that's what I tell them. I said, if you're going to say that a brewpub is, needs to go in an industrial district, then I'm going to say, a pizza place needs to be in an industrial district because basically, it's the same thing. You've got no raw materials that you bring together, and you meant you put something together, and when it's done, it's

158 consumed. I would recommend just saying that if they want me to add that definition to
159 the line of definitions we can, but I would call it a brewpub.
160

161 Mr. Brown asked if there a volume restriction? Ms. Coleman Stated it's measured by
162 barrels. But it's not like a keg; it's a barrel, is there's a unit of measurement.
163

164 Chairman Truett requested that Catering be added to the C4 district.
165

166 Ms. Coleman spoke about golf carts outside of the C 1 district. So could someone have a
167 place where people could go and rent golf carts in the C4 or any of the other
168 districts outside of C 1, where they could sign up for them and then the business could
169 deliver to them. Or they can be told to go to the site where they're stored on 17. But I
170 would make sure that there's no on-site storage associated with it. It could just be like
171 a little stand or something like that, but they wouldn't get the golf cart there. It wouldn't
172 be stored there all the time. Now C4, conditional, and the condition are that they can't
173 have any on-site storage. I don't think it's massively important, but somebody asked if
174 that if they could come in and do one, I don't see that being the best use of property
175 along Ocean Blvd. So, with our recommendation, be that we have no golf cart rentals.
176

177 Mr. Kinken stated he does not want to see golf cart rentals in the C4 district.
178

179 **Restricted Locations**

180 Ms. Coleman spoke about storage buildings and how the previous Planner made changes to the
181 Ordinance only to allow them on Sandy Lane. The only concern is unless something
182 significant changes on Sandy Lane, there's not anywhere to put one. Because the biggest
183 reason is that the conditions around it are that you can't be within. 150 feet of
184 residential. So to create a property that could and they'd have to assemble a number of
185 parcels to make anything work. Anyway, there's no way to do it without putting it up to
186 17, which is the parcels that are on the other side are too close to residentially zoned
187 property in the County. And again, that's assuming, redevelopment, too; that's assuming
188 that someone would buy up the property, take out what's already there, and try to go
189 forward with it.
190

191 Michael Pesce stated we discussed parking, parking spaces. And I commented that if we
192 end up passing an ordinance that requires feasible parking spaces, we're essentially
193 zoning that business type out of the municipality, which I don't know that we can
194 do. In my opinion, we should kick this back over to Council; it doesn't sound like we have
195 any new information to opine on, and I don't want to back myself into a corner on a
196 decision with collateral damage. I don't see how we immediately benefit today for
197 making that decision.
198

199 I think the interpretation at the time was that mini storage, or warehouse, mini storage,
200 or other storage facilities, could not have outdoor storage, which I thought was
201 erroneous because the statement about outdoor storage doesn't say you can't have
202 outdoor storage. It says you cannot have salvage or junk materials. It's a matter of
203 interpretation.
204

205 **Long/short term rentals**

206 Chairman Truett stated that If you look at the chart, the short-term rentals are vacant,
207 but you do have transient. The comparisons goes from 30 days to 90 days. There's a
208 gap. The closest is Briarcliff that says short-term rentals are prohibited in a single-family.
209

210 Ms. Coleman stated when I brought it up at Council and if you've read the minutes, you
211 saw that I had had a concern. I thought it was a significant burden to put on a
212 property owner.
213 Who, for whatever reason, hasn't sold their property and wants to rent it. But if they
214 can't find somebody willing to sign a year-long lease, what do they do?
215 I don't disagree at all with requiring a minimum rental period. I understand fully that you
216 don't want transient people renting by the week, in the districts that shouldn't allow it.
217 If you look at our neighbors, Myrtle Beach, North Myrtle Beach, they're consistent with
218 90 days. And most of the concern was that they're not losing accommodations taxes.
219

220 Mr. Pesce stated I think when we were visited this last time, one of the things that we
221 kind of struggled with was not causing damage to our snowbirds. And how to define it in
222 a way that did not jeopardize someone stays here for a period of no 2.5 to 6 months
223 during our off-season, which I think was a concern. And we had some of that discussion
224 at Council, and one of the council members stated that the snowbirds own the
225 properties. If it is, that's one thing, but does that mean that they can't rent the
226 property when they're not here? Which right now, they can sign a long-term lease for a
227 year, and then the person can cancel the lease, exit the contract, and they won't
228 receive any facility remediation from it. Or, do we define it in a way that activate hurts
229 those people that are renting instead of owning? If they own, then it's whatever they
230 could do, whatever they want with their property as long as it's them.
231

232 Ms. Coleman stated the concern was that they wanted to make sure that any place that
233 was considered a residential neighborhood would not have people coming and going all
234 the time, which I agree with. But my concern was that telling someone that they couldn't
235 rent for a period less than a year, like I said, if you've got someone that's just moved
236 here, and they're trying to learn their way around. And they find a place to rent. And
237 then they build. If you wanted to recommend something right now, R 1, as long term
238 rentals only a year or more. We think about half of that, six months, I don't
239 think it is transient. I think six months would fit pretty well. Everybody knows that if
240 any snowbirds are in that situation, they can assign a six-month lease and
241 leave at the end of three months. It might be a comfortable compromise. I think a year
242 is unreasonable. And we say less than a year; there's no gap. It seems to be that the
243 Council is comfortable with the current definitions.
244

R1 Lot Size Increasing the minimum lot size in R1

245 Ms. Coleman stated currently there are approximately 283 substandard, or we'll
246 call them legal nonconforming lots in the R1 District that are less than
247 9000 square feet currently and then if you go up by one thousand foot
248 increments, you can see the additional lots that are rendered nonconforming.
249 I thought that the most interesting thing is that they did go up to a lot size
250 approximately a third of an acre. There would only be 19 lots in the southern section
251 of R1, and 21 lots in the northern section of R1 that would be conforming.
252
253
254

255 I could see making changes if you had a lot of raw land, but you've got
256 land that's already parceled out and developed; I think all you're doing is creating more
257 nonconformities here. There aren't that many that are going to be big enough; there are
258 very few.
259

260 And I did a table for this too, if you're trying to change setbacks to reflect the new lot
261 sizes, which when you look at them, they aren't that different anyway. The only

262 question I would have been financing. Sometimes banks don't like to finance something
263 that's on a nonconforming lot.

264
265 Builders will come to somebody sitting on a piece of property that is big enough to split
266 into two lots. They can come to a person who owns that older home and say, I will buy
267 your property. We're going to build you a house on this lot, and we're going to build one
268 over here to sell. We're going to divide this lot, and we're going to build one over here to
269 sell. You made a good point that the frontage is a big thing because I remember looking
270 at this, and a number of these didn't have enough frontage. They were legal non-
271 conforming on minimum lot widths.

272
273 I know there are corner lots that have on the front edge well over 18,000
274 square feet. There aren't that many. Maybe we should decrease the home size. The
275 other thing, I'm not sure increasing the lot size is going to fix the problem.

276
277 Ms. Abrams stated I would like to know how many lots are big enough that they could be
278 divided, and if it's a corner lot, then they have a little bit more of a setback. When you
279 try to split out a corner lot, you're going to try to give a little bit more space to the one
280 on the corner, so the one on the interior may be slightly smaller. But both of them still
281 have to meet 75 feet away.

282 **ADA Discussion requested by BZA**

283 Ms. Coleman stated we're about to have our fourth request for a variance to go to the
284 BZA, where people are asking to be able to put an elevator into the setback or a chair
285 lift, or they have to rebuild their stairs because the stairs are too steep. The
286 most recent one, they didn't even meet the current building code. And the stairs were
287 already in the setback and to rebuild them. They had to encroach three additional feet
288 into the setbacks. The question came up, and I've dealt with this for years. When there's
289 no way to meet the standards that are required under state law for variances, but they
290 do have a hardship. We're creating a taking situation with property owners. And with
291 raised beach houses, there is going to come to a point with almost anybody that retires
292 to one where they're not going to be able to handle those stairs anymore.

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295 Most of the new construction, if you'll notice they'll put an elevator shaft into the
296 construction, may not install it, but they're putting them in there now. But we've got so
297 many homes along the coast where they don't have this. And we're making it more and
298 more impossible for people to accommodate their handicap. I hate to go against what
299 the Ordinance says, and I know what state law says this, but there is hardship
300 situations that these requirements do not address, and that's one of them. So working
301 with an attorney from Horry County who had specialized in the ADA, they came up with
302 the language that's at the bottom of the page, Section 17 201, Exceptions and
303 Modifications, and you have unenclosed and uncovered handicap access ramps, lifts, and
304 landings, that they can encroach into the setback. And as long as they're not any bigger
305 than the ADA requires typically for a landing or a chairlift, you're talking about a five-foot
306 square.

307
308 If you wanted to put any additional language in there that limits in the amount of
309 encroachment like they can't go all the way to the property line or something
310 along those lines. And one thing that the previous director did do is she does not require
311 them to pay for a permit for the ones that did meet the Ordinance. This doesn't happen
312 every time, but it happens sometimes,

313

314 The Constitution says you can't take away someone's value of their property. And if you
315 tell them that they can't go up nor out, in and out of their house that's what you're
316 doing that. So I want to put it out there, and I didn't want to hold off and not
317 do it, because I know it's going to come up again.

318
319 Mr. Brown asked If the property is transferred, can someone make someone remove
320 those ramps or lifts? Ms. Coleman stated variances go with the property, not with the
321 owner. So if they are given a variance to put something on that, it can stay. If you're
322 selling a property, then that could be part of the requirements of the purchase, if they
323 didn't want it there. I don't think the planning and building or any department has any
324 way of know when people that houses are transferred from one person to another. I will
325 add this language for the Councils' approval.

326
327 7. **PUBLIC COMMENTS** – General Comments- None

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329 8. **COMMISSION COMMENTS** - None

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331 9. **ADJOURNMENT** Chairman Truett adjourned the meeting at 8:22pm.

332
333
334 Respectfully submitted

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339 _____
Sheri L Medina

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Planning Commission Issue Paper

Text Amendment to the zoning ordinance to allow ADA accessibility aids to encroach into setbacks

November 9, 2020

In 2020, the BZA has taken applications for four variance requests to accommodate handicapped accessible ramps, lifts, and/or elevators for single family residential properties. We have two more in the works, and with an aging population, this trend will likely continue. At issue is the difficulty in meeting the four (4) criteria which must be met in order for the Board to grant a variance:

- *There are extraordinary and exceptional conditions pertaining to the particular piece of property.*
- *These conditions do not generally apply to other property in the vicinity.*
- *Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.*
- *The authorization of the variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.*

The language below is based on that adopted by Horry County to make the process for requesting a permit to install aids for accessibility possible at the staff level. This was vetted by an attorney who specialized in the Americans with Disabilities Act. Other area jurisdictions have followed suit and have adopted similar language.

Sec. 17-201. - Exceptions and modifications.

(g) Enclosed and unenclosed and uncovered handicapped access ramps, lifts, and landings *(existing structures only. This section shall not apply to new construction).*

1) Residential uses. Unenclosed and uncovered ramps, lifts, and associated landings necessary to provide handicapped access may extend into the required setback, provided the landings are no larger than ADA (Americans with Disabilities Act) requirements for landings. Enclosed elevators may encroach no more than 50% into the required setback without a variance.

2) Commercial uses. Unenclosed and uncovered ramps, lifts, and associated landings necessary to provide handicapped access may extend into the required setback, provided the building existed prior to the adoption of the American with Disabilities Act in 1990, and provided the landings are no larger than ADA (Americans with Disabilities Act) requirements for landings.

Town Council gave this 1st Reading by title only on October 27, 2020 by a unanimous vote.

STATE OF SOUTH CAROLINA) AN ORDINANCE TO THE ZONING ORDINANCE OF THE TOWN OF
SURFSIDE BEACH TO AMEND CHAPTER 17, ARTICLE II
COUNTY OF HORRY) ADMINISTRATION, SECTION 17-201 EXCEPTIONS AND
MODIFICATIONS TO ADD LANGUAGE REGARDING THE PERMITTING
TOWN OF SURFSIDE BEACH) OF HANDICAPPED ACCESSIBLE RAMPS, LIFTS, LANDINGS, AND
ELEVATORS

WHEREAS, the Mayor and the Town Council of the Town of Surfside Beach, in Council duly assembled on this 27th day of October, 2020; and,

WHEREAS, South Carolina Code § 6-29-310 empowers an appointed municipal planning commission to hear and make recommendations on zoning changes; and,

WHEREAS, On September 1, 2020, the Planning Commission discussed the proposed text change favorable and requested that staff schedule a public hearing to vote on the matter so as to forward a recommendation to the Surfside Beach Town Council;

NOW, THEREFORE, by the power and authority granted to the Surfside Beach Town Council by the State of South Carolina that the Surfside Beach Zoning Ordinance is hereby amended as follows:

Chapter 17, Zoning, Article II Administration, Section 17-201 Exceptions and Modifications is hereby amended to include the following:

Sec. 17-201. - Exceptions and modifications.

(a) Enclosed and unenclosed and uncovered handicapped access ramps, lifts, and landings (existing structures only. This section shall not apply to new construction).

1) Residential uses. Unenclosed and uncovered ramps, lifts, and associated landings necessary to provide handicapped access may extend into the required setback, provided the landings are no larger than ADA (Americans with Disabilities Act) requirements for landings. Enclosed elevators may encroach no more than 50% into the required setback without a variance.

2) Commercial uses. Unenclosed and uncovered ramps, lifts, and associated landings necessary to provide handicapped access may extend into the required setback, provided the building existed prior to the adoption of the American with Disabilities Act in 1990, and provided the landings are no larger than ADA (Americans with Disabilities Act) requirements for landings.

SEVERABILITY. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this article, which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

EFFECT OF SECTION HEADINGS. The headings or titles of the sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this ordinance.

REPEAL AND EFFECTIVE DATE. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed. This ordinance shall take effect immediately upon second reading by the Mayor and Town Council of the Town of Surfside Beach.

BE IT ORDERED AND ORDAINED, by the Mayor and Town Council of the Town of Surfside Beach, South Carolina, in assembly and by the authority thereof this day of November, 2020.



Planning Commission Issue Paper
Ordinance 20-0913 Revisions to amend the zoning ordinance
(Chapter 17, Article III: District & Use Regulations)
November 9, 2020

To recap the Town Council Workshop of June 16, 2020

- Council and the town attorney agreed with the language on nonconformities and when they can no longer continue:
 1. If the use is abandoned;
 2. If the business license is discontinued or ends; and,
 3. One year from the approval of this ordinance (amortization of use).
- Accessory use only for certain uses (massage parlors as accessory uses only).
- Identify uses to include as accessory for hotels, resorts, restaurants.
- Add potential uses for E (C4) district, including a microbrewery.
- Add conditions for golf cart rentals outside C1 (no onsite storage).
- Look at section on Restricted Locations, and discussed possible removal of language regarding uses. Council would like for PC to discuss and forward a recommendation. This discussion also included limiting any commercial residential storage facilities to Sandy Lane.
- We also discussed long term rentals versus short term rentals and transient accommodations. Council supports the language that requires long term rentals to be for a period of one year or more. Staff offered to suggest definitions for short term rentals, long term rentals, and transient accommodations. I have included a table reflecting how other jurisdictions define these, specifically coastal communities.
- Parking standards were mentioned and whether or not any changes should be made to that section.
- Increasing the minimum lot size in the R-1 District has also been suggested. An illustration showing existing conditions is attached. There are currently approximately 283 substandard (legal nonconforming) lots in the R-1 district (less than 9,000 sf).

SC Jurisdiction	Short Term Rentals	Long Term Rentals	Transient (Tourist) Accommodations
Surfside Beach		One (1) year, minimum	Less than a calendar month (30 days)
Beaufort City	Less than 30 days		
Edisto Beach	Less than 30 continuous days		
City of Myrtle Beach	A unit rented, leased, or sub-leased for any time period less than 90 days.		
Hilton Head	Short term stays are less than 30 days for rent or lease		
Isle of Palms	The use of any dwelling, located anywhere in the City, whereby the dwelling is made available by the owner to another person for a term of three (3) months or less.		
Briarcliffe Acres	Prohibited in single family	Minimum rental period is six (6) months	
Seabrook Island	Rental properties may be let to unrelated groups of persons for a single period not to exceed twenty-eight (28) days.		
Charleston County	A residential dwelling that is offered, advertised, or provided to Short-Term Tenants for a fee or any form of compensation for intervals of 29 days or less during a calendar year.		B&B; portion of an owner occupied dwelling unit or detached accessory structure offering transient lodging, with or without breakfast, to paying guests on an overnight basis, usually staying less than seven (7) days.
Folly Beach	Residential dwellings rented less than 30 days*		short- term stays of less than 30 days for rent, lease, or interval occupancy
North Myrtle Beach	Any residential unit offered for lease for a period of ninety (90) days or less.		
Kiawah Island	Short-term rental (STR) property means an accommodation, rented or leased for less than 30 consecutive days		Hotels, motels, inns and B&B rentals are not STRs. Real property rentals which do not exceed 14 calendar days in a calendar year are not STRs.

* Longer stays must be in multi-family

Rental of any single-family dwelling for a period of less than six consecutive months constitutes a commercial activity and is prohibited within the town. **Briarcliffe Acres**

The **Resort Accommodation use** classification includes **uses** providing lodging units or rooms for short-term stays of less than 30 days for rent or lease. **Uses** include **bed and breakfasts** , **hotels and interval occupancy** . **Accessory uses** may include pools and other recreational facilities, restaurants, bars, limited storage, laundry facilities, gift shops, supporting retail sales and services, meeting facilities, and offices. Resort Accommodations do not include **recreational vehicle (RV) parks** (which are considered Residential **Uses**). **Hilton Head**