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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

THE HONORABLE KRISTI F. CURTIS, CIRCUIT COURT JUDGE

Case No. 2021CP2607973

Vishu Bhambhani, Appellant,

Vs.

Chris Thompson, CBO of the City of Myrtle Beach, Respondent

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA HORRY COUNTY Vishu Bhambhani, Appellant, vs. Christopher Thompson, CBO of the City of Myrtle Beach, Respondent,	IN THE COURT OF COMMON PLEAS THE FIFTEENTH JUDICIAL CIRCUIT CASE NO.: 2021-CP-26-07973 ORDER

STATEMENT OF APPEAL

The appeal arises from an order of the Myrtle Beach City Council directing Appellant Vishu Bhambaini, owner of Coral Sands Motel, to demolish unsafe dwellings located on his land in the City of Myrtle Beach. City Council's order was authorized by S.C. Code Ann. § 31-15-20. (Repairing, closing, or demolishing unfit dwellings) and by Article II Division 3. - Unfit Dwellings of the Code of Ordinance of the City of Myrtle Beach South Carolina.(*§10-41 et seq.*). Appellant appeals on the grounds: 1) City Council's Order violates the due process clause of the United States Constitution; 2) it does not comply with the rules and regulations of the City of Myrtle Beach; and 3) it is not supported by any credible evidence and must be reversed. Respondent City filed a Memorandum of Law opposing Respondent's appeal.

STATEMENT OF FACTS

Appellant's motel is located at 302 North Ocean Boulevard, Myrtle Beach, South Carolina. On July 16, 2021, City building officials conducted a formal inspection of Appellant's structures at that location. The City building officials found the structures were unsafe; the

structures were unfit for human habitation; and the conditions of the structures violated City Ordinances and the International Property Maintenance Code (IMPC). The City Building Official issued a complaint to Appellant and the complaint was served on Appellant on July 30, 2021. On August 18, 2021, the City Building Official ordered Appellant to come into compliance with the City's ordinances and the IMPC. The order was served on Appellant on August 20, 2021. On October 16, 2021, the City Building Official served a Notice of Failure to Comply With The Order Of The City Building Official, together with a Rule To Show Cause to City Council at a hearing scheduled for November 9, 2021.

The Rule to Show Cause hearing was conducted as scheduled on November 9, 2021. Appellant and his attorney, Tucker Player, were present and participated in the proceedings. Evidence was presented by the City Building Official in the form of testimony and in the form of a power point presentation including photographs and documents documenting safety problems and code violations found in the structures. [See Record on Appeal] Appellant's attorney was allowed to cross examine the City's witnesses and Appellant was allowed to be heard and present his case on the nature of the problems in his structures.

At the conclusion of the evidentiary part of the hearing, City Council deliberated in open session and decided to issue an order requiring Appellant to obtain the necessary permits to begin demolishing his structures within twenty days of the receipt of City Council's written order. City Council's order was issued November 19, 2021. Demolition of the structures was to be completed within thirty days of the issuance of the necessary permits. If Appellant did not comply with City Council's order, the City Building Official was instructed to obtain contracts from independent contractors to demolish the structures. On December 10, 2021, Appellant appealed City Council's order to this Court.

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DISCUSSION

1. Standard of Review

"When the city council of a municipality has acted after considering all of the facts, this court should not disturb the finding unless such action is arbitrary, unreasonable, or an obvious abuse of its discretion." *Gay v. City of Beaufort,* 364 S.C. 252, 254, 612 S.E.2d 467, 468 (Ct.App.2005). *Amrik Singh & SBPS, Inc. v. City of Greenville*, 384 S.C. 365, 370, 681 S.E.2d 921, 924 (Ct. App. 2009). The Appellate Court does not substitute its judgment for that of the reviewing body, even if it disagrees with the decision. *Talbot v. Myrtle Beach Bd. of Adjustment,* 222 S.C. 165, 173, 72 S.E.2d 66, 70 (1952).

2. City Council's Order complies with the due process clause of the United States Constitution.

a. Procedural Due Process.

The Court finds that Appellant was given notice and a meaningful opportunity to be heard before City Council issued its order. The Court finds that Appellant's due process rights were not violated. See *Clear Channel Outdoor v. City of Myrtle Beach*, 372 S.C. 230, 642 S.E.2d 565 (2007) (finding no procedural due process violation where the zoning board provided an applicant a meaningful opportunity to be heard regarding whether the applicant was entitled to a permit to replace a billboard).

Appellant's appeal on the grounds of a denial of procedural due process rights is denied.

b. Substantive Due Process

Substantive due process requires that no person shall be deprived of property without due process of law. U.S. Const. amend XIV, § 1; S.C. Const. art. I, § 3. In order to prove a denial of substantive due process, a party must show that he was arbitrarily and capriciously deprived of a

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cognizable property interest rooted in state law. *Sunset Cay, LLC v. City of Folly Beach*, 357 S.C. 414, 430, 593 S.E.2d 462, 470 (2004). The standard for reviewing all substantive due process challenges is whether the government act bears a reasonable relationship to any legitimate interest of government. The "common touchstone" of each regulatory taking theory is "to identify regulatory actions that are functionally equivalent to the classic taking in which government directly appropriates private property or ousts the owner from his domain." *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528, 125 S. Ct. 2074, 161 L. Ed. 2d 876 (2005).

The United States Supreme Court repeatedly has declined to identify a specific threshold of interference with property rights below which no taking occurs and above which there is a taking. See, e.g., *Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Plan. Agency*, 535 U.S. 302, 122 S. Ct. 1465, 152 L. Ed. 2d 517 (2002) (holding that determining whether a regulatory taking has occurred is not best served by categorical rules but rather "requires careful examination and weighing of all the relevant circumstances").

In a wide variety of contexts, a government may execute laws or programs that adversely affect recognized economic values. *Dunes W. Golf Club, LLC v. Town of Mount Pleasant*, 401 S.C. 280, 314–15, 737 S.E.2d 601, 619 (2013) Not all damages suffered by a private property owner at the hands of [a] governmental agency are compensable.' *Carolina Chloride, Inc. v. Richland Cty.*, 394 S.C. 154, 170, 714 S.E.2d 869, 877 (2011). Under our system of government, one of the State's primary ways of preserving the public weal is restricting the uses individuals can make of their property. *Keystone Bituminous Coal Ass'n v. DeBenedictis, 480 U.S. 470, 107 S. Ct. 1232, 94 L. Ed. 2d 472 (1987)*. "While each of us is burdened somewhat by such restrictions, we, in turn, benefit greatly from the restrictions that are placed on others." *Id.*

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The City's government act in the present case was to enforce a public safety statute which has been in effect since 1972. See *S.C. Code Ann. § 31-15-320 (1972 (57) 2622).* Appellant is being required to remove structures found to be unsafe to the public because the cost of repairing those structures is greater than the value of those structures after they are repaired. A similar statute authorizing the demolition of unfit dwellings was examined and upheld in *Richards v. City of Columbia,* 227 S.C. 538, 88 S.E.2d 683 (1955) (upholding city ordinance requiring the alteration, repair or destruction of houses deemed unfit for human habitation).

The Court finds that the City's acts in question in the present appeal were reasonable. The Court further finds the City's acts are rationally related to the legitimate government interest of public safety. After inspection the City Building official found, and testified, Appellant's structures were unsafe, unfit for human habitation, and the conditions of the structures violated City Ordinances and the International Property Maintenance Code (IMPC). The City Building Official testified Appellant could not fix the structures at a reasonable cost in relation to the value of the structures. His testimony was supported by the photographs of the numerous code violations that existed in the building.

City Council agreed with the Building Official and City Council made factual findings that Appellant's cost of compliance could not be made at a reasonable cost in relation to the value of the building and that demolition was necessary for the public welfare. When the city council of a municipality has acted after considering all of the facts, this Court should not disturb the finding unless such action is arbitrary, unreasonable, or an obvious abuse of its discretion." *Gay v. City of Beaufort,* 364 S.C. 252, 612 S.E.2d 467 (Ct.App.2005). After reviewing evidence in the record on appeal this Court finds the City's actions were not arbitrary, unreasonable, or an obvious abuse of its discretion.

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Appellant's appeal on the grounds of a denial of substantive due process rights is denied.

3. The City complied with the rules and regulations of the City of Myrtle Beach.

Appellant claims in his Notice of Appeal that the City Council did not comply with the rules and regulations of the City of Myrtle Beach in reaching its decision to order the Appellant to obtain necessary permits and to begin demolishing his structures. In the notice of appeal the Appellant is required to state with his grounds for appeal with particularity. *S.C. Code Ann. § 18-7-30.* Appellant did not submit any memorandum in support of his appeal. During oral argument, Appellant did not articulate any rules or regulations he claims the City violated. Short, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review. See *Fields v. Melrose Ltd. Partnership*, 312 S.C. 102, 106, 439 S.E.2d 283, 285 (Ct.App.1993) ("An issue raised on appeal but not argued in the brief is deemed abandoned and will not be considered by the appellate court."). *Glasscock, Inc. v. U.S. Fid. & Guar. Co., 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001).*

Appellant's appeal on the grounds that the City failed to comply with its own rules and regulations is denied.

4. City Council's Order is supported by the evidence.

Appellant claims that City Council's decision is not supported by the evidence. The Court disagrees. The City Building Official identified thirty different code violations in Appellant's structures. He introduced photographs of those violations. He further testified according to the City's ordinance, if Appellant's structures cannot be repaired at a reasonable cost, then they should be demolished. He testified the structures could not be repaired for a reasonable cost. Appellant admits his structures have code violations and some structural damages. However, he believes the structures could be repaired for a reasonable cost.

City Council heard all of the evidence presented by the City Building Official and the Appellant. After considering all of the facts, City Council decided that Appellant's structures could not be repaired for a reasonable cost and the structures should be demolished because of safety issues and in the interest of the public welfare. Courts are admonished not to disturb the City Council's findings unless those findings are arbitrary, unreasonable, or an obvious abuse of its discretion." *Gay v. City of Beaufort*, 364 S.C. 252, 254, 612 S.E.2d 467, 468 (Ct.App.2005). *Amrik Singh & SBPS, Inc. v. City of Greenville*, 384 S.C. 365, 370, 681 S.E.2d 921, 924 (Ct. App. 2009). The Court finds that the findings of the Myrtle Beach City Council are not arbitrary, unreasonable, or an obvious abuse of its discretion and those findings are supported by the evidence. Appellant's appeal on the grounds of lack of evidence is denied

CONCLUSION

For the forgoing reasons, denies Appellant's appeal, affirms the Order of City Council the City of Myrtle Beach and the Court dismisses the above captioned appeal.

IT IS SO ORDERED.

July __, 2022

Order Electronically signed on following page

By: The Honorable Kristi F. Curtis
Presiding Judge
Horry County Court of Common Pleas
15th Judicial Circuit

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Horry Common Pleas

Case Caption: Vishu Bhambhani VS Christopher Thompson , defendant, et al

Case Number: 2021CP2607973

Type: Order/Other

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CHRISTOPHER THOMPSON
DIRECTOR / CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH, SOUTH CAROLINA

Complainant.

-VS-

VISHU BHAMBHANI
1106 LINKS ROAD
MYRTLE BEACH, SC 29575-5806

PIN# 444-08-04-004 TMS# 181-10-33-005

LEGAL DESCRIPTION: HOTEL SECT; LTS 5 BL 5

PROPERTY LOCATED AT: 302 N OCEAN BLVD, MYRTLE BEACH, SC

Respondents.

M2021-159

ORDER REQUIRING OWNERS OR PARTIES IN INTEREST TO ABATE UNFIT OR UNSAFE DWELLING, AND IF UPON FAILURE TO OBEY, DIRECTING THE CITY MANAGER TO ABATE, AND COLLECT THE PUBLIC COSTS

TO: PROPERTY OWNER AND OTHER INTERESTED PARTIES.

WHEREAS, on information by the Building Official, on July 28, 2021, an original Notice of Complaint about building defects, building code non-compliance and unfit dwellings was sent to the property owner, Vishu Bhambahni, and notice was accepted and signed for on July 30, 2021. The Notice of Complaint set a hearing before the Building Official on August 18, 2021. The owner or parties in interest did take part in the hearing. After the hearing, the Building Official issued an Order to abate the conditions rendering the structure unfit for habitation. The Building Official's Order was properly served and accepted by the owner. The owner and parties in interest have not taken action to respond to or remediate the violations, or obey the Order. Although the right to appeal is outlined in the Notice of Complaint, no appeal was filed with the Construction Services Department.

On October 14, 2021, a Notice of Failure to Comply was sent to the owner notifying him that a Rule to Show Cause hearing would be held on November 9, 2021, and that an Order to abate would be requested from City Council. The letter setting the Rule to Show Cause hearing was accepted on October 16, 2021. Notice of the Rule to Show Cause hearing was published in a newspaper of general circulation and was posted on the structure in a conspicuous manner. The

owner has not responded to the Complaint, the Building Official's Order, or taken action in response or to remediate the violations.

WHEREAS, the owner and/or parties in interest have not complied with the Building Official's Order and the conditions that render the structure unfit for habitation and a public nuisance remain, Myrtle Beach City Council held the Rule to Show Cause hearing on November 9, 2021. Proper notice of the hearing was given and signed for on October 16, 2021. Proper notice was published in a newspaper of general circulation and was also posted on the structure in a conspicuous manner. The owner appeared with counsel and participated in the hearing. City Council heard and accepted the evidence and testimony of those present.

The Building Official presented a case demonstrating the structure(s) existing at 302 North Ocean Boulevard were unfit for human habitation based on major damage and structural deficiencies involving the penthouse and second level as well as countless other violations including those involving stairs, decks and balconies, handrails and guards, electrical hazards, fire hazards, façade damage, roof damage, rotten wood and other water damage.

WHEREAS, the conditions that make the structure unsafe and unfit as shown by the Building Official have not been mitigated since the issuance of the first Notice of Complaint, and it is clear that the dwelling is unsafe and unfit, and that the Owner will not mitigate despite repeated attempts to achieve compliance.

NOW THEREFORE, City Council does herein make the following findings of fact and conclusions of law:

1. Based upon the enabling legislation in Title 31 and Title 5 of the South Carolina Code of Laws, the City may address unsuitable structures, and abate public nuisances.

2. The City has enacted a process to address public nuisances (unfit dwellings) in Chapter 10 of its Code, and authorized the Building Official to investigate and seek enforcement, under Chapters 6 and 10 of the City Code.

3. The evidence establishes adequate investigation, and reflects ample notice to the owner and/or the parties in interest served at the owner's address in the Horry County public record.

4. The evidence establishes that the Building Official provided the owner opportunity to be heard on the issue of code violations making the structure unsafe and unfit as well as opportunity to contest the Building Official's findings, and to address the code violations and the owner has failed to do so.

5. As a result of the owner's failure to address the Building Official's complaint, the Building Official was compelled to place this matter before City Council and City Council provided a hearing for the owners and/or parties in interest to appear and be heard as to why the Building Official's Order requiring the structure to be brought into compliance or demolished should not be enforced.

6. The Building Official presented evidence of code violations that have existed and continue to exist at the property and include admitted structural issues and major damage to the penthouse and second level, as well as electrical hazards, fire hazards, as well as violations involving plumbing, stairs, balconies, handrails and guards, roof damage, broken windows, rotten wood, and other water damage, and unsanitary conditions rendering the structure unsafe and unfit for human habitation. The photographs of the violations introduced into evidence by the Building Official are incorporated herein by reference. The owner admitted the existence of structural violations and did not contest the existence of the other violations.

7. Based on the evidence presented at the hearing, the structures and/or grounds are in violation of the International Property Maintenance Code as adopted in Chapter 6, and referenced in Chapter 10 of the City Code, and the violations constitute a public nuisance affecting public health, safety and welfare, as defined in Chapter 10.

8. The assessed value of the structure is $330,600.00 per the Horry County Assessor's Office.

9. While the cost of compliance cannot be made at a reasonable cost in relation to the building value, and that demolition is necessary for the public welfare, the burden of performing the demolition is the sole responsibility of the owner, and that any demolition contemplated by the City would be in its legislative discretion, and should demolition not be undertaken by owner, the City may demolish

10. City Council herein orders the owner to get the necessary permits within twenty (20) days to demolish the structures existing on the property.

11. The permit shall become invalid unless work on site is commenced and completed within thirty (30) days after its issuance, or if the work authorized by the permit is suspended or abandoned for a period of thirty (30) days after the time the work is commenced, as determined by the Building Official.

12. If the permit is not issued or it becomes invalid as set forth above, the City Manager is authorized and directed to execute one or more contracts to demolish the structure and take all actions permitted by law to collect the cost of such contracts from the owner or parties in interest, including as necessary the filing of a lien against the property, and bringing that lien to judgment so that the property may be sold for the collection of costs.

AND IT SO ORDERED this 19th day of November, 2021.

ATTEST:

JONATHAN "FOX" SIMONS, JR.
CITY MANAGER

JENNIFER ADKINS, CITY CLERK

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CHRISTOPHER THOMPSON
DIRECTOR / CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH, SOUTH CAROLINA

Complainant.

-VS-

VISHU BHAMBHANI
1106 LINKS ROAD
MYRTLE BEACH, SC 29575-5806

PIN# 443-05-03-0040 TMS# 181-10-31-0005

LEGAL DESCRIPTION: HOTEL SECT; LTS 5-6 BL 12

PROPERTY LOCATED AT: 301 & 303 N OCEAN BLVD, MYRTLE BEACH, SC

Respondents.

M2021-158

ORDER REQUIRING OWNERS OR PARTIES IN INTEREST TO ABATE UNFIT OR UNSAFE DWELLING, AND IF UPON FAILURE TO OBEY, DIRECTING THE CITY MANAGER TO ABATE, AND COLLECT THE PUBLIC COSTS

TO: PROPERTY OWNER AND OTHER INTERESTED PARTIES.

WHEREAS, on information by the Building Official, on July 28, 2021, a Lis Pendens and an original Notice of Complaint about building defects, building code non-compliance and unfit dwellings was sent to property owner, Vishu Bhambhani, and notice was accepted and signed for on July 30, 2021. The Notice of Complaint set a hearing before the Building Official on August 18, 2021. The owners or parties in interest did take part in the hearing. Following the hearing, the Building Official issued an Order to abate the conditions rendering the structures unfit for habitation. The Building Official's Order was properly served and accepted by the owner. The owner and parties in interest have not taken action to respond to or remediate the violations, or to obey the Order. Although the right to appeal is outlined in the Notice of Complaint, no appeal was filed with the Construction Services Department.

On October 14, 2021, a Notice of Failure to Comply was sent to the owner notifying him that a Rule to Show Cause hearing would be held on November 9, 2021, and that an Order to abate would be requested from City Council. The letter setting the Rule to Show Cause hearing was accepted on October 16, 2021. Notice of the Rule to Show Cause hearing was published in a newspaper of general circulation and was posted on the property in a conspicuous manner. The

owner has not responded to the Complaint, the Building Official's Order, or taken action in response or to remediate the violations.

WHEREAS, the owner and/or parties in interest have not complied with the Building Official's Order and the conditions that rendered the structures unfit and a public nuisance remain, Myrtle Beach City Council held a Rule to Show Cause hearing on November 9, 2021. Proper notice of the hearing was given and signed for on October 16, 2021. Proper notice was published in a newspaper of general circulation, and was also posted on the property in a conspicuous manner. The owner appeared with counsel and participated in the Rule to Show Cause hearing. City Council heard and accepted the evidence and testimony of those present.

WHEREAS, the Building Official presented a case demonstrating the structures existing at 301 and 303 North Ocean Boulevard were unfit for human habitation based on countless building code violations including electrical hazards, fire hazards, roof damage and leaks, broken windows, rotten wood and other water damage, structural defects involving balconies, broken and inadequate handrails and guards, stairs, concrete and masonry spalling, plumbing and other unsanitary conditions rendering the structures unfit for human habitation.

WHEREAS, the conditions that make the structures unsafe and unfit as shown by the Building Official have not been mitigated since the issuance of the first Notice of Complaint, and it is clear that the dwelling is unsafe and unfit, and that the Owner will not mitigate despite repeated attempts to achieve compliance.

NOW THEREFORE, City Council does herein make the following findings of fact and conclusions of law:

1. Based upon the enabling legislation in Title 31 and Title 5 of the South Carolina Code of Laws, the City may address unsuitable structures, and abate public nuisances.

2. The City has enacted a process to address public nuisances (unfit dwellings) in Chapter 10 of its Code, and authorized the Building Official to investigate and seek enforcement, under Chapters 6 and 10 of the City Code.

3. The evidence establishes adequate investigation, and reflects ample notice to the owner and/or the parties in interest served at the owner's address in the Horry County public record.

4. The evidence establishes that the Building Official has provided the owner opportunity to be heard on the issue of code violations making the structures unsafe and unfit as well as opportunities to contest the Building Official's findings, and to address the code violations and the owner has failed to do so.

5. As a result of the owner's failure to address the Building Official's complaint, the Building Official was compelled to place this matter before City Council and City Council has provided a hearing for the owners and parties in interest to appear and be heard as to why the Building Official's order requiring the structures be brought into compliance or demolished should not be enforced.

6. The Building Official presented evidence of a litany of building code violations that have existed and continue to exist at the owner's property including structural defects involving balconies, electrical hazards, fire hazards, safety issues involving broken and inadequate handrails and guards, concrete and masonry spalling as well as roof damage and leaks, water damage, rotten wood, broken windows, and unsanitary conditions rendering the structures unsafe and unfit for human habitation. The photographs of the violations existing at the structures which were introduced by the Building Official are incorporated herein by reference. Although the owner stated he was uncertain how to fix certain code violations, the owner did not contest the existence of the violations.

7. Based on the evidence presented at the hearing, the structures and/or grounds are in violation of the International Property Maintenance Code as adopted in Chapter 6, and referenced in Chapter 10 of the City Code, and the violations constitute a public nuisance affecting public health, safety and welfare, as defined in Chapter 10.

8. The assessed value of the structures is $81,200.00 according to the Horry County Assessor's Office.

9. While the cost of compliance cannot be made at a reasonable cost in relation to the building value, and demolition is necessary for the public welfare, the burden of performing the demolition is the sole responsibility of the owner, and that any demolition contemplated by the City would be in its legislative discretion, and should demolition not be undertaken by owner, the City may demolish.

10. City Council herein orders the owner to get the necessary permits within twenty (20) days to demolish the structures existing on the property.

11. The permit shall become invalid unless work on site is commenced within thirty (30) days after its issuance, or if the work authorized by the permit is suspended or abandoned for a period of thirty (30) days after the time the work is commenced, as determined by the Building Official.

12. If the permit is not issued or it becomes invalid as set forth above, the City Manager is authorized and directed to execute one or more contracts to demolish the structures and to take all actions permitted by law to collect the cost of such contracts from the owner or parties in interest, including as necessary the filing of a lien against the property, and bringing that lien to judgment so that the property may be sold for the collection of costs.

AND IT SO ORDERED this 19th day of November, 2021.

ATTEST:

JONATHAN "FOX" SIMONS, JR.
CITY MANAGER

JENNIFER ADKINS, CITY CLERK

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CHRISTOPHER J. THOMPSON, CBO
DIRECTOR / CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH, SOUTH CAROLINA

Complainant.

-VS-

VISHU BHAMBHANI
1106 LINKS RD
MYRTLE BEACH, SC 29575-5806

PIN # 444-08-04-0004 TMS # 181-10-33-005

LEGAL DESCRIPTION: HOTEL SEC; LT 5 BL 5

PROPERTY LOCATED AT: 302 N OCEAN BLVD
MYRTLE BEACH, SC

Respondents.

August 18, 2021

Order of Building Official

2021-LP-26-00515

WHEREAS, on July 16th, 2021 an inspection was made by the Construction Services Department of Myrtle Beach indentifying the following Property Maintenance Code Violations:

108.1.1 Unsafe structures

108.1.3 Structure unfit for human occupancy

301.3 Vacant structures and land

302.1 Sanitation

302.5 Rodent harborage

302.7 Accessory structures

302.9 Defacement of property

304.1 General exterior

304.2 Protective treatment

304.6 Exterior walls

304.7 Roofs and drainage

304.9 Overhang extensions

304.10 Stairways, decks, porches and balconies

304.12 Handrails and guards

304.13 Window, skylight and door frames

304.13.1 Glazing

304.15 Doors

304.18 Building security

305.1 General interior

305.3 Interior surfaces

305.4 Stairs and walking surfaces

306.1 General

307.1 General handrails and guards

308.1 Accumulation of rubbish or garbage

308.2 Disposal of rubbish

309.1 Infestation

[P] 504.1 General plumbing

603.1 Mechanical equipment and appliances

604.3 Electrical system hazards

605.1 Installation

WHEREAS, on July 28th, 2021 an original Notice of Complaint was sent to the owners. The Complaint and Lis Pendens has been filed in the Horry County Courthouse. The Notice of Complaint set a hearing before the Building Official on August 18, 2021.

On August 18, 2021, the owners and parties of interest ✓ did take part in the hearing (or) _____ did not take part in the hearing.

The building official determined that the owner bring the property into compliance within 30 days or by September / ~~October~~ 20, 2021.

_____ The building official determined that the repair, alteration or improvement of the dwelling to render it fit for human habitation **CAN** be made at a reasonable cost in relation to the value of the dwelling,

✓ The building official determined that the repair, alteration or improvement of the dwelling to render it fit for human habitation **CANNOT** be made at a reasonable cost in

relation to the value of the dwelling. Therefore, the property owner is required to remove or demolish the dwelling.

AND, IT IS FURTHER ORDERED BY THE BUILDING OFFICIAL that the Owners or parties in interest shall, within 30 days of the date of this Order, repair and restore or remove or demolish the dwelling and restore the property to a safe, clean and presentable condition, to include re-grading of the property and removal of all surplus grass, weeds and other growth and all trash and rubbish and anything that will or is likely to constitute a nuisance or health hazard. This Order will be filed in the same manner as the Complaint and Lis Pendens.

AND IT IS SO ORDERED this 18th day of August, 2021.

Christopher J. Thomp

CHRISTOPHER J. THOMPSON, CBO
CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH

Luke Thomp

PROPERTY OWNER

ATTESTED:

Teresa Cannon

TERESA CANNON

ELECTRONICALLY FILED - 2022 May 26 3:50 PM - HORRY - COMMON PLEAS - CASE#2021CP2607973

STATE OF SOUTH CAROLINA HORRY COUNTY Vishu Bhambhani, Appellant, vs. Christopher Thompson, CBO of the City of Myrtle Beach, Respondent,	IN THE COURT OF COMMON PLEAS THE FIFTEENTH JUDICIAL CIRCUIT CASE NO.: 2021-CP-26-07973 **AMENDED** RESPONDENT'S MEMO IN SUPPORT OF CITY COUNCIL'S ORDER

STATEMENT OF APPEAL

The appeal arises from an order of the City Council of the City of Myrtle Beach directing Appellant Vishu Bhambaini, owner of Coral Sands Motel, to demolish unsafe dwellings located on his land in the City of Myrtle Beach. City Council's order was authorized by S.C. Code Ann. § 31-15-20. (Repairing, closing, or demolishing unfit dwellings) and by Article II Division 3. - Unfit Dwellings of the Code of Ordinance of the City of Myrtle Beach South Carolina.(*§10-41 et seq.*). Appellant seeks a *trial de novo* on the grounds: 1) City Council's Order violates the due process clause of the United States Constitution; 2) it does not comply with the rules and regulations of the City of Myrtle Beach; and 3) it is not supported by any credible evidence and must be reversed.

The City opposes Respondent's appeal. Further, if City Council's Order is improper, Appellant's remedy is to have the case remanded to City Council for

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further deliberations. See *Peterson Outdoor Advert. v. City of Myrtle Beach*, 327 S.C. 230, 230–37, 489 S.E.2d 630, 630–34 (1997). Appellants' grounds for his appeal are not supported by credible evidence. The City requests that City Council's Order be affirmed and Appellant's appeal be dismissed.

STATEMENT OF FACTS

Appellant's motel is located at 301, 302 and 303 North Ocean Boulevard, Myrtle Beach, South Carolina. On July 16, 2021, City building officials conducted a formal inspection of Appellant's structures at that location. The City building officials found the structures were unsafe; the structures were unsafe for human habitation; and the conditions of the structures violated City Ordinances and the International Property Maintenance Code (IMPC). The City Building Official issued a complaint to Appellant and the complaint was served on Appellant on July 30, 2021. On August 18, 2021, the City Building Official ordered Appellant to come into compliance with the City's ordinances and the IMPC. The order was served on Appellant on August 20, 2021. On October 16, 2021, the City Building Official served a Notice of Failure to Comply With The Order Of The City Building Official together with a Rule To Show Cause to City Council at a hearing scheduled for November 9, 2021.

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The Rule to Show Cause hearing was conducted as scheduled on November 9, 2021. Appellant and his attorney, Tucker Player, were present and participated in the proceedings. Evidence was presented by the City Building Official in the form of testimony and in the form of a power point presentation including photographs and documents documenting safety problems and code violations found in the structures. [See Record on Appeal] Appellant's attorney was allowed to cross examine the City's witnesses and Appellant was allowed to be heard and present his case on the nature of the problems in his structures.

At the conclusion of the evidentiary part of the hearing, City Council deliberated in open session and decided to issue an order requiring Appellant to obtain the necessary permits to begin demolishing his structures within twenty days of the receipt of City Council's written order. City Council's order was issued November 19, 2021. Demolition of the structures was to be completed within thirty days of the issuance of the necessary permits. If Appellant did not comply with City Council's order, the City Building Official was instructed to obtain contracts from independent contractors to demolish the structures. On December 10, 2021, Appellant appealed City Council's order to this Court. The appeal has stayed further actions by the City until the appeal is resolved.

DISCUSSION

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1. Standard of Review

"When the city council of a municipality has acted after considering all of the facts, this court should not disturb the finding unless such action is arbitrary, unreasonable, or an obvious abuse of its discretion." *Gay v. City of Beaufort,* 364 S.C. 252, 254, 612 S.E.2d 467, 468 (Ct.App.2005). *Amrik Singh & SBPS, Inc. v. City of Greenville,* 384 S.C. 365, 370, 681 S.E.2d 921, 924 (Ct. App. 2009). The Appellate Court does not substitute its judgment for that of the reviewing body, even if it disagrees with the decision. *Talbot v. Myrtle Beach Bd. of Adjustment,* 222 S.C. 165, 173, 72 S.E.2d 66, 70 (1952).

2. City Council's Order complies with the due process clause of the United States Constitution.

a. Procedural Due Process.

Appellant was given notice and a meaningful opportunity to be heard before City Council issued its order. See *Clear Channel Outdoor v. City of Myrtle Beach,* 372 S.C. 230, 642 S.E.2d 565 (2007) (finding no procedural due process violation where the zoning board provided an applicant a meaningful opportunity to be heard regarding whether the applicant was entitled to a permit to replace a billboard).

b. Substantive Due Process

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No person shall be deprived of property without due process of law. U.S. Const. amend XIV, § 1; S.C. Const. art. I, § 3. In order to prove a denial of substantive due process, a party must show that he was arbitrarily and capriciously deprived of a cognizable property interest rooted in state law. *Sunset Cay, LLC v. City of Folly Beach,* 357 S.C. 414, 430, 593 S.E.2d 462, 470 (2004). The standard for reviewing all substantive due process challenges is whether the government act bears a reasonable relationship to any legitimate interest of government. The "common touchstone" of each regulatory taking theory is "to identify regulatory actions that are functionally equivalent to the classic taking in which government directly appropriates private property or ousts the owner from his domain." *Lingle v. Chevron U.S.A. Inc.,* 544 U.S. 528, 125 S. Ct. 2074, 161 L. Ed. 2d 876 (2005).

The United States Supreme Court repeatedly has declined to identify a specific threshold of interference with property rights below which no taking occurs and above which there is a taking. See, e.g., *Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Plan. Agency,* 535 U.S. 302, 122 S. Ct. 1465, 152 L. Ed. 2d 517 (2002) (holding that determining whether a regulatory taking has occurred is not best served by categorical rules but rather "requires careful examination and weighing of all the relevant circumstances").

In a wide variety of contexts, a government may execute laws or programs that adversely affect recognized economic values. *Dunes W. Golf Club, LLC v.*

Town of Mount Pleasant, 401 S.C. 280, 314–15, 737 S.E.2d 601, 619 (2013) Not all damages suffered by a private property owner at the hands of [a] governmental agency are compensable.' *Carolina Chloride, Inc. v. Richland Cty.,* 394 S.C. 154, 170, 714 S.E.2d 869, 877 (2011). Under our system of government, one of the State's primary ways of preserving the public weal is restricting the uses individuals can make of their property. *Keystone Bituminous Coal Ass'n v. DeBenedictis, 480 U.S. 470, 107 S. Ct. 1232, 94 L. Ed. 2d 472 (1987)*. "While each of us is burdened somewhat by such restrictions, we, in turn, benefit greatly from the restrictions that are placed on others." *Id.*

The City's government act in the present case is to enforce a public safety statute which has been in effect since 1972. See *S.C. Code Ann. § 31-15-320 (1972 (57) 2622)*. Appellant is being required to remove structures found to be unsafe to the public because the cost of repairing those structures is greater than the value of those structures after they are repaired. A similar statute authorizing the demolition of unfit dwellings was examined and upheld in *Richards v. City of Columbia,* 227 S.C. 538, 88 S.E.2d 683 (1955) (upholding city ordinance requiring the alteration, repair or destruction of houses deemed unfit for human habitation).

After considering all evidence presented by the City staff and the Appellant's witnesses, City Council made factual findings that Appellant's cost of compliance could not be made at a reasonable cost in relation to the value of

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Appellant's buildings. City Council found as a matter of fact that demolition was necessary for the public welfare. When the city council of a municipality has acted after considering all of the facts, this court should not disturb the finding unless such action is arbitrary, unreasonable, or an obvious abuse of its discretion." *Gay v. City of Beaufort,* 364 S.C. 252, 612 S.E.2d 467 (Ct.App.2005).

The City contends it had the constitutional authority to use its police power to protect public safety and public welfare in the City. The City contends it exercised its power properly and Appellant was given his due process under the Fourteenth Amendment.

3. The City complied with the rules and regulations of the City of Myrtle Beach.

Appellant claims in his Notice of Appeal that the City Council did not comply with the rules and regulations of the City of Myrtle Beach in reaching its decision to order the Appellant to obtain necessary permits and to begin demolishing his structures. In the notice of appeal the Appellant is required state in what particular or particulars he claims the judgment should have been more favorable to him. *S.C. Code Ann. § 18-7-30.* Until Appellant identifies and supports some particular which he claims violates the rules and regulations of the City of Myrtle Beach, the City can only respond in general terms. The City contends City Council complied with the rules and regulations of the City of

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Myrtle Beach in reaching its decision and the City has no notice from the Appellant to suggest otherwise.

4. City Council's Order is supported by the evidence.

The City disagrees with Appellant's claim that City Council's decision is not supported by the evidence. As shown in the Record, the City Building Official identified thirty different code violations in Appellant's structures. He introduced in evidence photographs of those violations. He further testified according to the City's ordinance, if Appellant's structures cannot be repaired at a reasonable cost, then they should be demolished.

The Record shows Appellant owns a motel lot on which five structures are located. Different street numbers are assigned to the structures. Horry County assessed the market value of four of Appellant's structures bearing the street number addresses of 301 and 303 N. Ocean Boulevard, Myrtle Beach at $81,200. Horry County assessed the market value of one of Appellant's structures bearing the street number address of 302 N. Ocean Boulevard, Myrtle Beach at $330,600. Horry County assessed the Total Market Value of Appellant's property on North Ocean Boulevard at $899,950. The City Building Official found and testified that Appellant could not fix the structures at a reasonable price cost in relation to the value of the structures.

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The Building Official presented evidence of code violations that have existed and continue to exist at the property and include admitted structural issues and major damage to the penthouse and second level, as well as electrical hazards, fire hazards, as well as violations involving plumbing, stairs, balconies, handrails and guards, roof damage, broken windows, rotten wood, and other water damage, and unsanitary conditions rendering the structure unsafe and unfit for human habitation. Appellant admitted the existence of structural violations and did not contest the existence of the other violations. Appellant generally opined that he believed the property could be repaired if he had more time. However, Appellant did not offer any credible evidence to support his general opinions.

In light of the photographs and testimony of the building official, the question of whether Appellant's buildings could be repaired for a reasonable cost in relation to their value is "fairly debatable." Courts have no prerogative to pass upon the wisdom of the municipality's decision unless such decision is "so unreasonable as to impair or destroy citizen's constitutional rights." *Hampton v. Richland County,* 292 S.C. at 503, 357 S.E.2d at 465 (Ct.App.1987) [quoting *Rush v. City of Greenville*, 246 S.C. 268, 276, 143 S.E.2d 527, 531 (1965)]; and the decision should not be overturned by a court so long as the decision is "fairly debatable." *Knowles v. City of Aiken,* 305 S.C. 219, 224, 407 S.E.2d 639, 642 (1991).

City Council heard all of the evidence presented by the City Building Official and the Appellant. After considering all of the facts, City Council decided that Appellant's structures could not be repaired for a reasonable cost and the structures should be demolished because of safety issues and in the interest of the public welfare. The City contends this court should not disturb the finding because City Council's findings were not arbitrary, unreasonable, or an obvious abuse of its discretion." *Gay v. City of Beaufort,* 364 S.C. 252, 254, 612 S.E.2d 467, 468 (Ct.App.2005). *Amrik Singh & SBPS, Inc. v. City of Greenville,* 384 S.C. 365, 370, 681 S.E.2d 921, 924 (Ct. App. 2009).

CONCLUSION

For the forgoing reasons, the Respondents respectfully request that the Court dismiss the above captioned appeal and affirm the Order of City Council the City of Myrtle Beach.

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May 26, 2022

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VERITEXT
LEGAL SOLUTIONS

Deposition of:

Hearing

December 20, 2021

HORRY COUNTY
2022 JAN 11 P 5:07
REBECCA N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

In the Matter of:

Thompson, Christopher Vs. Bhambhani, Vishu

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STATE OF SOUTH CAROLINA

COUNTY OF HORRY

CHRISTOPHER THOMPSON
DIRECTOR/CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH, SOUTH CAROLINA,
Complainant,

-VS- M2021-159

VISHU BHAMBHANI
1106 LINKS ROAD
MYRTLE BEACH, SC 29575-5806

PIN# 444-08-04-004 TMS# 181-10-33-005
LEGAL DESCRIPTION: HOTEL SECT; LTS 5 BL 5
PROPERTY LOCATED AT: 302 N. OCEAN BLVD.
MYRTLE BEACH, SC,
Respondents.

MAYOR BRENDA BETHUNE: While you're passing that out, Chris, I'm just going to give a brief description of the rule to show cause hearing.

CHRIS THOMPSON: Okay.

MAYOR BRENDA BETHUNE: We have two items on today's agenda for rule to show cause. The first involves structures located at 310 and 303 North Ocean Boulevard. The second involves structure located at 302 North Ocean Boulevard.

TUCKER PLAYER: No, Mayor, it's 301 and 303.

MAYOR BRENDA BETHUNE: Okay. I have a typo on here, sorry. Correction. 301 and 303 and 302 North Ocean Boulevard. I hereby call these proceedings to order. This hearing will be conducted in a respectful manner. The parties have been provided written notice of this hearing on this date, Tuesday, November 9th, 2021, at this place and this time. The parties have the right to be represented by counsel or a representative of their choice, the right to present testimony and evidence, and the right to cross examine witnesses. These proceedings are being recorded.

Testimony and evidence should be relevant to the subject and I will now turn the floor over to Mr. Chris Thompson, our building official, who will be sworn in.

CITY CLERK JENNIFER ADKINS: Do you swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

CHRIS THOMPSON: I do. Floor, mayor, council.

MAYOR BRENDA BETHUNE: Good morning.

CHRIS THOMPSON: I'm here today to bring a rule to show cause to Coral Sands property, which is located on two different parcels. The first one will be four buildings on -- at the address of 301 and 303 North Ocean Boulevard. I'm bringing this to you, rule to show cause hearing because it is unfit, unsafe for human habitation, and I'm requesting that council issue an order of an abatement to either repair and bring the property into compliance, or to demolish the structures.

We received a complaint in March of this year, 2021, from a tenant that was on the property. When we went to investigate that complaint, as we arroved -- arrived on site, we

seen multiple other code violations which constituted us to do a more thorough investigation of the properties. As we did that, we found many, many, many code violations and structural issues of the property. We --

CITY ATTORNEY WILLIAM BRYAN: Mr. Thompson?

CHRIS THOMPSON: Yes?

CITY ATTORNEY WILLIAM BRYAN: When you get to a stopping point after your opening remarks, I'd like you to step aside and give Mr. Player a chance to make his opening remarks before you then begin your presentation of evidence.

CHRIS THOMPSON: Sure.

CITY ATTORNEY WILLIAM BRYAN: Okay?

CHRIS THOMPSON: Not a problem. What I will show you is evidence that the property is unfit and unsafe for human habitation. And according to our ordinance, if the properties cannot be repaired due to a reasonable cost in relation to the value of the buildings, then they should be demolished. So to be able to see if they want to repair it or demolish. But in my professional opinion and my experience, those

buildings cannot be repaired at a reasonable cost.

MAYOR BRENDA BETHUNE: Thank you, Mr. Thompson.

CHRIS THOMPSON: Mm hm.

TUCKER PLAYER: Good morning, council members.

MAYOR BRENDA BETHUNE: Good morning.

TUCKER PLAYER: To the extent that this rule to show cause is still open to the two possibilities that he just mentioned, our position today is, considering all of the factors going on in the country, the time period, and the concurrent nuisance action the City has brought and successfully got an order on October 6, there is no emergency, here. Coral Sands cannot operate while that is on appeal. It -- they are under a permanent injunction, one does not state -- which is not stayed during an appeal. So they're not going to be operating until that appeal's over and I can assure you that'll be longer than a year.

So what we have is a situation where we'll present evidence that we don't really know what he thinks is wrong. We got the pictures --

COUNCIL MEMBER JOHN KRAJC: I think, Mayor, if we can? I don't believe he was sworn in.

TUCKER PLAYER: I'm a lawyer, but okay.

COUNCIL MEMBER JOHN KRAJC: I didn't know if you needed to be for this.

TUCKER PLAYER: Okay.

MAYOR BRENDA BETHUNE: No, that's fine.

TUCKER PLAYER: I'm more than happy to do it.

COUNCILMAN JOHN KRAJC: I just wasn't sure -- I wasn't sure at this point.

TUCKER PLAYER: Sure. Sure.

COUNCIL MEMBER MIKE CHESTNUT: I'd just like to know your name for the record.

TUCKER PLAYER: Oh, that would help, wouldn't it?

COUNCIL MEMBER MIKE CHESTNUT: Yes.

TUCKER PLAYER: Tucker Player. I apologize I represent Harry Bhambhani and Four Good Brothers and doing business as Coral Sands. We have an engineer who had a doctor's appointment this morning, can't be here. He sent an email to Mr. Thompson October 4th. Said he doesn't agree that all buildings are structurally

unsound, but there is one building with a roof problem. Mr. Bhambhani believes that it is not an unreasonable amount to fix it. He does have some ongoing issues with homeless, but I don't think that's really something to discuss today.

What we would like is for the City to allow us to go back on the property. Because right now, we can't. It's boarded up, it's tethered off, and we can't do anything there. And that's been the case since October 6 when the City got the nuisance order. So what we're asking for is it's not going to be operating. We're willing to pay the money to fix it, come back, let Mr. Thompson do all the inspections that he wants once there is the possibility of reopening for business, if that occurs during the time period, and let us try and fix it. It's our money. It's not yours. Nobody's going to get hurt. Nobody can stay in that hotel.

So that's what we're asking for, is since this is -- the City really wants to close down Coral Sands, so they got the nuisance and they're shut down. That's -- there's nothing they can do about that now. So while it's shut down, let them try and fix it. There's no rush

because if not, we're just going to appeal, go to a circuit court, and then Mike's going to have to get up here or James, more lawyer's fees. Just let us try and fix it.

If that is still open, there's no danger by its existing. You're not going to be able to demolish it because we'll just appeal it and that will stay the condemnation order. And I think your attorney can tell you that. This is the best way to avoid a prolonged litigation. And I can't really come back in six months and ask for more time. Maybe, I mean, you have to understand we have supply chain issues, we have material shortages, and we have labor shortages. I do a lot of construction work. I just reached a settlement where all they have to do is remove a pipe and they want two years. Okay? I think they're trying to stretch it a bit, but that's what lawyers do. But still, 30 days, if the extent of the problems are to the nature that Mr. Thompson claims and is going to present evidence to, it's going to take a while to fix it. Just give them the time to fix it. Nobody's going to get hurt. Nobody's at risk.

But it's difficult to hold

Mr. Bhambhani and Coral Sands responsible for not doing in the last month when the City wouldn't let them go on the site. So that's the dilemma that we have, is all of these factors that cause delays. I understand the overriding purpose of this with the City is the danger to the public. Well, there is none because he can't operate a hotel while the nuisance order is in place. So we would just ask, I think Mr. Powell's asked for 90 days, that he thinks he can get a -- begin work.

A lot of this is cosmetic stuff. But there is, he admits, there's a structural issue on one of the buildings where they put a penthouse, and it's not -- the load bearing walls are in question. They have to be fixed. Just give them the opportunity to fix it. Give us a timeline. I would like more than 90 days considering we have Thanksgiving and Christmas, which is only going to increase the material shortages and labor shortages.

So I would ask that we come back early in the spring. And if Harry hasn't done it, I'm not going to have a whole lot to say about this particular action. But I mean, I kind of leave

that up to -- this is weird. Because I've never done this. He's never done this. So we're not sure, exactly, you know, how anything is negotiated. I just wanted to put that out front that we're willing to forego this hearing if we can just get an extension of time to work on the building.

And because of this appeal going on with the nuisance action, he can't operate. And we would consent to that. That there would be no operation, no business on the property until all of the repairs cited by Mr. Thompson are finished. We are completely okay with that. Thank you.

MAYOR BRENDA BETHUNE: Okay. Thank you. Mr. Thompson, would you like to present your evidence?

CHRIS THOMPSON: Yes. All right. You'll see on the PowerPoint I've entered into evidence numerous photos of the building. The first one was the site map. This is the four buildings located at 301 and 303, showing the address, electrical issues that could cause a fire, doors not sealing up which is a energy code. More electrical issues. More electrical

issues. Many electrical issues in here that could potentially cause a fire.

This building, the penthouse that he referred to earlier is at 302. We'll get to that on the next one. But if you'll see right here, there are structural issues with the staircase on one of the four buildings in this picture. There's more on the other ones. So for them to say there's only one building with structural issues, me and the engineer would have to discuss that because that's evident right there that could collapse. There's spalling concrete's messed up.

Back one. That is a concrete guardrail on a balcony that has been broke. The rebar has deteriorated and rusted. That is a safety hazard, a fall hazard. This is evidence of where a roof leak was. Also there's some electrical issues. They've just, you know, halfheartedly patching this so there's no fire rating there anymore per code. It's just they have some -- there are sewer issues, some backups, plumbing problems which is unhealthy. Dilapidated interior surfaces, doors that don't go all the way down, they don't seal, there's not the proper

doors, they're not fire rated doors.

This is a exterior photo of the -- two of the wood framed buildings that are in the back which shows roof issues. They have a window missing, siding issues, they're not weather protected, weatherproofing, so there's leaking, there's rot on those buildings. More evidence you got rot on the facia. It's coming on which, that's worrying. So you're going to end up with mold, mildew, rot. It's totally unclean and they've agreed to that. That is unclean and needs to be cleaned up. Then, there's more evidence of roof leaks.

This picture, there's a lot going on. There's a lot of electrical issues. It's cluttered. There shouldn't be anything in front of the electrical panel. It's an electrical hazard. It could cause a fire at any time if there's power on that building, or electrical shock. Somebody could be electrocuted.

This is pictures of the roof, there. It's hard to tell by the pictures, but there are areas there where you can see the water ponds on the roof and ends up leaking inside. This is another picture of that panel. This is a balcony

floor where there's concrete fallen, along with the stairs concrete's falling, and the guardrails are coming off. Safety issues. People could fall, get hurt.

This is one of the buildings in the back. Accumulation of rubbish and garbage which harbors animals, rats, roaches, anything like that. Same here. It's just unhealthy. If you'll see the cracks on the -- on that building right there shows structural issues with that building. There's a crack right there where a beam goes into a side wall. More of the same. You got your balcony railings that are missing, pickets that are missing, people could fall off. You got structural issues there. Uncleanliness, which there's a little bit of mold. It's hard to see in that picture. But there's some mold where it's been leaking. Just the grounds or, you know, a lot of debris, a lot of trash.

More evidence of roof leaks. More evidence of water standing. You see here there's a lot of mold. There's been a leak. There's, some of the sheetrock's fallen. There's some deterioration going on. Next, you see some cracks right there above the header where, you

know, water's intruded and starting to delaminate the plaster, which in turn, messes with the fire rating of the walls.

Just more pictures of debris. Mold, mildew, leaks, ceiling missing. Very unhealthy, unsafe for people to be in. Just lots of pictures of that. That was a wallway, there's a wall that's about to fall. Your soffits shows, you know, where water can intrude and more rot on the building around the windows, they're not sealed properly. Some of them have been broken out. More leaks. This is one of the other buildings. Balcony railings, guardrails, not to code, not safe. The -- all the -- all those balconies need to be repaired and replaced. More rot. Just overall picture.

All right. This is the title showing that Mr. Bhambhani is the -- has the title. That's the deed. It shows that he's the owner of the property. These are a list of violations that I kind of went through with the pictures that we had wrote in the complaints. To the next -- this was the original property maintenance letter that was sent July the 28th. The complete letter is in the packets that I've

presented to council and to the attorney. This is the building official hearing. Go back one slide, please. This is the green card where it shows that they received the complaint. And set up a hearing for August 18th. Which, this is the -- he had -- we had the hearing. The property manager was at the hearing. They presented no plan, no evidence, no -- or anything. Just said that they wanted to fix it. This is my order that said that I didn't believe that they could fix it at a reasonable price, cost to the relationship to the value. That was the green card that they received showing -- or we received, showing that they got it.

This was a notice of failure to comply. This was the notice of the rule to show cause hearing that we're here at today. This is the receipt that they received that. This is pictures of the notice of failure to comply and the rule to show cause that was posted on site. This was where we ran it in the newspaper advertising the hearing.

According to Horry County Land Records, the land is worth $818,800. But the structure itself, which is all four structures, is only

worth $81,200. I spoke with the assessor's office to get a determination of what the $81,200 was, if it was for one building, all four buildings, or what. They advised me that it was $81,200 was the total price or the total value of all four buildings, which would be $20,300 each building, and that this was agreed on Mr. Bhambhani because he appealed the assessment that he was assessed in 2019. And this was -- so what this is what they've agreed that these buildings are worth.

So according to our ordinance, if it cannot be repaired at a reasonable cost, then it should be demolished. I don't see how you can repair all four of those buildings for a reasonable cost. Now, a reasonable could be different things. We usually go with 50 percent. But even if we went with 100 percent of the value, they cannot repair those for 100 percent of the value. So -- but that is my opinion.

MAYOR BRENDA BETHUNE: Chris, the pictures that you showed us were taken in July of '21?

CHRIS THOMPSON: Yes, ma'am.

MAYOR BRENDA BETHUNE: At what point

did -- were people still living there at that time?

CHRIS THOMPSON: Yes, ma'am. In just a few of the buildings. Some of the buildings they had closed down. Some of the sections of buildings they had closed down, but there were people on the property in -- there was at least a few people in each building.

MAYOR BRENDA BETHUNE: Okay. Thank you.

COUNCIL MEMBER MIKE CHESTNUT: Can we ask them questions now?

MAYOR BRENDA BETHUNE: Yes.

COUNCIL MEMBER MIKE CHESTNUT: Oh. Okay. Chris, so pictures were taken in July. When did we actually get the, I guess, the court order to cease business?

CHRIS THOMPSON: That is actually a separate case that was brought on by Myrtle Beach Police Department.

COUNCIL MEMBER MIKE CHESTNUT: Okay.

CHRIS THOMPSON: That case doesn't have -- I mean, it is closed, but yes.

COUNCIL MEMBER MIKE CHESTNUT: Okay. Here's what I was getting to. I guess what I was

looking to have they made any effort to clean up, do any kind of improvements before that happened or since July when you first started investigating?

CHRIS THOMPSON: It was a very -- yes, they have. It was not a great effort. They did a small, very small amount of clean up. One other thing that they tried to do was a couple of the wall out front and one of the balconies, the guardrail balcony that you saw that was broke, they tried to take some sakrete and just smear it in the holes and say that was a fix when we had already discussed with them that an engineer would need to be obtained to give us the structural fixes, and they have not done that. They did a small -- they did try a little bit, if you want to call it try. But they didn't do a good effort.

COUNCIL MEMBER MIKE CHESTNUT: And I guess this question's probably going be more along a question for the attorneys. When we talk about repair -- repairs, is it -- when you say that the building can't be repaired for the amount of money that the building is worth --

CHRIS THOMPSON: Yes, sir.

COUNCIL MEMBER MIKE CHESTNUT: -- is that based on the City doing the repairs, or --

CHRIS THOMPSON: No, sir.

COUNCIL MEMBER MIKE CHESTNUT: No?

CHRIS THOMPSON: The City -- by code, the City will not get in the business of making repairs to properties. And that's in the City code. So the repairs will be made by the property owner. And the way the code reads is it's -- can the repairs be made at a reasonable case in relation to the assessed value according to Horry County Land Records?

COUNCIL MEMBER MIKE CHESTNUT: I guess what I'm having a hard time is if you have a property owner who said, "Hey, I'm willing to spend $80,000", then they don't have that right to spend that 80 -- if they want to waste $80,000 or do it in, say, the -- with the understanding that code enforcement or Chris and those guys going to go back out and --

CITY ATTORNEY WILLIAM BRYAN: Well, if it's up to code or if it's not up to code. Mr. Chestnut, I think council -- if it's council's will to allow the property owner to spend $80,000 or $100,000 or $200,000 on

buildings that are worth $80, you can do that and put them on a schedule. You know, this must be done by this date, this must be done by this date. You can do that. Or, the code does provide that if the repairs cannot be made at a reasonable cost in relation to the assessed value of the property, you can also order that the properties be demolished.

CHRIS THOMPSON: Okay.

CITY ATTORNEY WILLIAM BRYAN: You can -- this body can render an order, you know, finding whatever you think is fair and just and safe.

COUNCIL MEMBER MIKE LOWDER: I have a question for Chris. In past hearings, when we talk about these -- the code, the building code, this is not City of Myrtle Beach building code, per se, is how this could be done, but it's done by the South Carolina building --

CHRIS THOMPSON: We're governed international building codes --

COUNCIL MEMBER MIKE LOWDER: Thank you, very much. That's what I'm looking for.

CHRIS THOMPSON: -- which the state adopts and then the state makes modifications and

turns it into the South Carolina Building Code, and that's what we adopt. And that's --

COUNCIL MEMBER MIKE LOWDER: That's what --

CHRIS THOMPSON: -- the rules we go by.

COUNCIL MEMBER MIKE LOWDER: That's what I was looking for. Thank you.

CHRIS THOMPSON: Mm hm.

JAMES BATTLE: I do want to, if I may, address council.

MAYOR BRENDA BETHUNE: Could you come forward, please, James?

JAMES BATTLE: Sure. Just a point of clarification. Nuisance order gives --

COUNCIL MEMBER JOHN KRAJC: If you can, wait until the microphone and introduce yourself --

JAMES BATTLE: Right. I apologize. I was the special prosecutor that handled the nuisance action resulting in the temporary injunction against the Coral Sands. That action was brought by the solicitor's office, and then at the request of surrounding business owners, the Myrtle Beach Police Department. So that order would be Solicitor Richardson would be the

interested party along with Mr. Bhambhani, and then that's the court's order, Judge DeBerry.

So if this -- if council agrees okay, we'll let them do repairs, I don't know what the court or Solicitor Richardson's response is going to be to that decision. So it's not -- I feel like it was kind of getting represented that council could pull, you know, multiple levers, and that might not be the case.

I will also say we have had prior nuisance actions, not against Mr. Bhambhani, but with other property owners where we've said, "Okay, you can go do repairs" and it didn't work out the way we thought. There would be people on property doing drugs at 2 a.m. and police get up there and ask them, "What are you all doing?" And they say, "Oh, we're here painting."

So that's just to kind of to say I don't know what Solicitor Richardson's going to say about reopening this building that just got boarded up, so. Thank you.

MAYOR BRENDA BETHUNE: Thank you.

CHRIS THOMPSON: And if I may address that?

MAYOR BRENDA BETHUNE: Chris, if you're

finished.

CHRIS THOMPSON: You all got any more questions?

COUNCIL MEMBER MIKE LOWDER: I have some questions for these folks over here when they get done.

MAYOR BRENDA BETHUNE: Okay. Thank you.

TUCKER PLAYER: I have some questions about of Mr. Thompson. And my understanding is I get to cross him; is that correct?

MAYOR BRENDA BETHUNE: Yes, sir.

TUCKER PLAYER: Mr. Thompson, you just mentioned the international building code, right?

CHRIS THOMPSON: Yes, sir.

TUCKER PLAYER: And that's what governs the structures, right?

CHRIS THOMPSON: Also the international property maintenance code, the electrical code, international employment code --

TUCKER PLAYER: Can you show me where you cited violations of any of those to Mr. Bhambhani?

CHRIS THOMPSON: Yes. They are in the packet that I gave you.

TUCKER PLAYER: Can you show it to me? Those are local ordinances, correct?

CHRIS THOMPSON: No, sir. That's the international property maintenance code.

TUCKER PLAYER: So okay. Can you tell me where you showed him exactly how it was unsafe?

CHRIS THOMPSON: Well, number one -- first of all, I have not shown Mr. Bhambhani anything because he refused to come to the site to meet us to go over any of this.

TUCKER PLAYER: Okay. Did you meet with anybody?

CHRIS THOMPSON: We've met with Luke. I'm trying to remember --

MAN 2: Towry.

CHRIS THOMPSON: Towry. My inspectors met with Luke Towry on site to go over all of these violations.

TUCKER PLAYER: And you all didn't think to put them on paper somewhere?

CHRIS THOMPSON: We did.

TUCKER PLAYER: And once again, it says an unsafe structure. How? Where? What do they need to do to fix it?

CHRIS THOMPSON: They need to fix all those code violations right there to bring it back into safe manner.

TUCKER PLAYER: Okay. Home inspection. Have you ever done that for the county?

CHRIS THOMPSON: No, sir. I have not.

TUCKER PLAYER: Do you know what they do?

CHRIS THOMPSON: They do --

TUCKER PLAYER: What do they have to show --

CHRIS THOMPSON: -- they do inspections. They're not legally supposed to do code inspections, but they can do inspections on houses.

TUCKER PLAYER: So in Horry County, the inspectors looking for a CO don't cite code violations specifically --

CHRIS THOMPSON: Yes, they do.

TUCKER PLAYER: -- and tell you what to do to fix it, right?

CHRIS THOMPSON: You're talking about a building inspector, not a home inspector.

TUCKER PLAYER: Okay. Building inspector. That's what they tell them, right?

CHRIS THOMPSON: (No audible response.)
TUCKER PLAYER: So when they're building a house, you tell them what's wrong and how to fix it --
CHRIS THOMPSON: No, sir.
TUCKER PLAYER: -- but when you want to tear it down, you don't have to.
CHRIS THOMPSON: We -- no, sir. We do not tell people how to fix anything. All we do is approve that it meets code or we disapprove that it does not meet code. It is not up to us to tell them how to fix it. Either a licensed contractor or an engineer has to tell them how to build it or how to fix something.
TUCKER PLAYER: So Horry County says we're not giving you a C.O., but we're not going to tell you why.
CHRIS THOMPSON: No. We'll tell you the code violation.
TUCKER PLAYER: Okay.
CHRIS THOMPSON: But we're not going to tell you how to fix it.
TUCKER PLAYER: Not telling me the specifics in the code violation that are violated.

CHRIS THOMPSON: We have. We cited a code violation.

TUCKER PLAYER: You show me. There's four buildings. Tell me which one is unsafe. Show me on paper where you said which building is unsafe.

CHRIS THOMPSON: I think I've shown all of them are unsafe.

TUCKER PLAYER: How? Pictures?

CHRIS THOMPSON: Yes.

TUCKER PLAYER: You know most engineers do reports and calculations?

CHRIS THOMPSON: Yes. And speaking of that, you referenced earlier an email that Mr. Powell had sent me. Now, I have spoken to Mr. Powell on a few occasions on the -- in regard to this property. I've actually met him on the site one time. And in this email, he referenced that he did not believe that there was substantial structural issues, as you say. My response to him was, "Good. Send me the report. If you have the report. If you don't have it, send it any time between now and the hearing, or bring it to the hearing." We have requested that any engineer report or anything they have to, you

know, in regards to the buildings as far as the structurability or the safety of the building be presented to us. They have not.

TUCKER PLAYER: They didn't specifically ask for more time in that report -- in that email?

CHRIS THOMPSON: (No audible response.)

TUCKER PLAYER: To just develop the plan.

CHRIS THOMPSON: Well, when I met him in April, it's now October -- or November. I think had ample time.

TUCKER PLAYER: Okay. Well, but --

CHRIS THOMPSON: But yes. He has on a couple of occasions, I'm not sure on -- in this one, but he has a couple occasion asked for more time.

TUCKER PLAYER: Okay. Can you read the first sentence? First sentence of his email.

CHRIS THOMPSON: "I was able to go over the materials provided at the City of Myrtle Beach in our recent FOIA request" --

TUCKER PLAYER: Okay. You can stop. Why are they having to re -- go through FOIA to figure out what's wrong with their building to

fix it?

CHRIS THOMPSON: You would have to ask him that. I don't know why.

TUCKER PLAYER: Okay. So when you just say, "I looked at it. I took pictures, and it's unsafe." You think that's good for an engineer to come up with a plan?

CHRIS THOMPSON: I looked at it. Took -- we took pictures. We cited the code violations and turned all those over. And any engineer can take those code violations and understand what needs to be fixed on that building and do his report. Now, his report would also be more extensive than just my code violations. He would have to do an in-depth investigation on the structural issues.

TUCKER PLAYER: I thought that was your job.

CHRIS THOMPSON: I'm not an engineer. I can tell you there's a structural issue, but I can't tell you how to fix it.

TUCKER PLAYER: How is a non-engineer telling anybody that there's a structural issue?

CHRIS THOMPSON: You don't believe balcony railings falling off and concrete falling

off a building is a structural issue?

TUCKER PLAYER: No, that's not a structural issue. And the fact that you said that means --

CHRIS THOMPSON: Okay.

TUCKER PLAYER: -- you don't understand what structural issue means. Okay? Structural issue means that the building's going to fall down.

CHRIS THOMPSON: No.

TUCKER PLAYER: Okay. No further questions.

MAYOR BRENDA BETHUNE: Mr. Player, Chris, I believe you handed him a document. Could you please give that document to the clerk so that she can mark that?

CHRIS THOMPSON: I didn't give him a document. He has that.

MAYOR BRENDA BETHUNE: He gave you a document to look at.

CHRIS THOMPSON: It's in the packet.

TUCKER PLAYER: Yeah. She's got that one.

MAYOR BRENDA BETHUNE: Okay. Thank you. Just want to make sure. Okay. Anything

else, Mr. Player?

TUCKER PLAYER: You want to talk?

HARRY BHAMBHANI: Uh-huh. (indiscernible).

TUCKER PLAYER: I can't --

HARRY BHAMBHANI: I want to speak (indiscernible).

TUCKER PLAYER: That doesn't really matter today.

HARRY BHAMBHANI: Okay. Well, what about (indiscernible)?

TUCKER PLAYER: You tell them that you fixeded that.

HARRY BHAMBHANI: I fix this stuff. The electrical is fixed by an electrical engineer.

TUCKER PLAYER: Okay. We'll put him under oath. Mayor Bethune, I'd appreciate it. We're going to ask Harry to place... Do they need to go somewhere, or can we stay sitting here? Like a witness stand, or?

MAYOR BRENDA BETHUNE: Well, he needs to talk into the --

TUCKER PLAYER: Okay.

MAYOR BRENDA BETHUNE: -- microphone.

TUCKER PLAYER: You want him sworn up there in front of the mic?

CITY CLERK JENNIFER ADKINS: Raise your right hand.

HARRY BHAMBHANI: Yeah.

CITY CLERK JENNIFER ADKINS: Do you swear to tell the truth, the whole truth, and nothing but the truth?

HARRY BHAMBHANI: Yes, ma'am.

CITY CLERK JENNIFER ADKINS: Thank you.

HARRY BHAMBHANI: You know this issue of Coral Sands. They're trying to shut it down because (indiscernible) to a Ninth Avenue, Seventh Avenue and you have us, you know, put some kind of a program there. I'm a civil engineer myself from Texas A&M, a master's in engineering. Chris Thompson is no engineer. I have hired a excellent engineer, Steve (indiscernible). There is no structural issue period. And the electrical issue they showed you is fixed by the 35 electrician. Could they state 36 electrical engineer? Jan Cokes has been fixed.

Most of things, we have fixed it. When City come in, we try to show them. They will not

go inside look at the room. Other thing, we fix it and this is a big home that's issue in Myrtle Beach. I've been here since 1980 and I (indiscernible) harm to people --

MAYOR BRENDA BETHUNE: Sir, that's not relevant to what you're here for today. We did ask that all of the comments be relevant to the hearing.

HARRY BHAMBHANI: Yeah. The work is, you know, done. Electrical thing is done. (indiscernible) according to me and by 35 PE Engineer. It's Steve (indiscernible). He used to work for the --

COUNCIL MEMBER MIKE LOWDER: Man, you can't comment on anything about what somebody else said without that person being here.

TUCKER PLAYER: Well, Mr. Thompson did it about seven times and nobody stopped him when he did it.

COUNCIL MEMBER MIKE LOWDER: Again, can only comment. That's hearsay, the person is not here to --

HARRY BHAMBHANI: I'm willing to fix it. I do work myself. I'm engineer. It's a cosmetic thing. Door jams have to be fixed.

We're going to change the door so nobody can come, break the door. And then, nothing wrong with the buildings. There nothing wrong with the (indiscernible). There's a leak, there's no leak be there, you know. I mean, some of the shingles, they have now (indiscernible). They look white, but they are black shingles. There are no leak period.

TUCKER PLAYER: Harry?

HARRY BHAMBHANI: Yes, sir?

TUCKER PLAYER: Have you done any repairs since July of this year?

HARRY BHAMBHANI: Yeah. We do repair. Every time, we do repairs.

TUCKER PLAYER: Has Mr. Thompson been to the property since you've done those repairs?

HARRY BHAMBHANI: Yeah, he's been there, but he would not go inside look at, you know. The reason I did not meet him because I send my engineer because he's an engineering side of the so I thought it would be better for my engineer talk to him.

TUCKER PLAYER: All right, Harry. Come sit down.

COUNCIL MEMBER JOHN KRAJC: I've

actually got some couple questions --

COUNCIL MEMBER GREGG SMITH: Oh, yes.

HARRY BHAMBHANI: Yes, sir.

COUNCIL MEMBER JOHN KRAJC: -- for Mr. Bhambhani. I want to thank you for being here today. How long have you owned the property?

HARRY BHAMBHANI: My family and I have owned since 1980.

COUNCIL MEMBER JOHN KRAJC: 1980. Mr. Bhambhani, you say you're an engineer by trade?

HARRY BHAMBHANI: Yes, sir.

COUNCIL MEMBER JOHN KRAJC: How long's it been since you practiced?

HARRY BHAMBHANI: I practice only five years. I was hired by Orenco Oil Company, U.S.A., working in Saudi Arabia. So we get (indiscernible) U.S.A., about five years.

COUNCIL MEMBER JOHN KRAJC: And when was the last year you practiced engineering?

HARRY BHAMBHANI: What's that?

COUNCIL MEMBER JOHN KRAJC: When was the last year you practiced engineering?

HARRY BHAMBHANI: I practice in Saudi Arabia back in 1985.

COUNCIL MEMBER JOHN KRAJC: 1985. So you'd say that engineering could've changed some since 1985 in 2021.

HARRY BHAMBHANI: Yes. It changes every day. But I have a better view than the non-engineer, one thing. Second thing, I know this building in and out because I'm -- I fix it myself.

COUNCIL MEMBER JOHN KRAJC: Okay. I had a question for you as well. I won't say at first what my brief Google research said, but from an engineering perspective, a trained engineer, at what size does a crack in concrete become a potential engineering concern?

HARRY BHAMBHANI: There's no crack. You know, this (indiscernible) -- I'm sorry.

COUNCIL MEMBER JOHN KRAJC: Those pictures show cracks, sir.

HARRY BHAMBHANI: Because show the crack -- this is the -- we had to -- concrete (indiscernible). This is the layer of the concrete on top of the block.

COUNCIL MEMBER JOHN KRAJC: So the layer on top of the blocks. That crack --

HARRY BHAMBHANI: Top of the block,

that is stable.

COUNCIL MEMBER JOHN KRAJC: The crack in the picture is a little bit deeper than a surface layer. But my question for you, sir, from a -- I'm asking an engineer --

HARRY BHAMBHANI: Right.

COUNCIL MEMBER JOHN KRAJC: -- as you claim to be, what size --

HARRY BHAMBHANI: I was engineer prior to practice in 1980 to '85.

COUNCIL MEMBER JOHN KRAJC: What size crack in concrete does it become a potential concern for structural?

HARRY BHAMBHANI: This -- and this will assume is no -- that, you know --

COUNCIL MEMBER JOHN KRAJC: So you don't have an answer?

HARRY BHAMBHANI: No, I'm telling you. This will not hurt anything, it's not going to, you know, fall the building down. No, no sir.

COUNCIL MEMBER JOHN KRAJC: Okay.

HARRY BHAMBHANI: This crack --

COUNCIL MEMBER JOHN KRAJC: Well --

HARRY BHAMBHANI: -- being an engineer, that's the reason I hired the fee engineer.

COUNCIL MEMBER JOHN KRAJC: Okay. We'll skip that question.

HARRY BHAMBHANI: Because I don't practice now.

COUNCIL MEMBER JOHN KRAJC: I don't think I'm going to get an answer, there. So you've owned this building since 1980.

HARRY BHAMBHANI: Yes. On and off.

COUNCIL MEMBER JOHN KRAJC: As an engineer --

HARRY BHAMBHANI: Yes.

COUNCIL MEMBER JOHN KRAJC: -- former engineer, would you say that as an engineer, you have some responsibility for human safety?

HARRY BHAMBHANI: We have (indiscernible) safety there.

COUNCIL MEMBER JOHN KRAJC: Was that -- is that a yes?

HARRY BHAMBHANI: We have safety -- this was safe (indiscernible). They gave few picture to fix it. We were fixing it. And I talked to city guy, they -- he said as long as you keep working, we have no problem. But all of a sudden, there's a coordination between Mr. Battle's office and city office. There's a

(indiscernible) -- so they said this building is not safe, so they condemned some portion of the "L" building.

COUNCIL MEMBER JOHN KRAJC: Would you, yourself, tomorrow, move into this building and live in it full time?

HARRY BHAMBHANI: Yes, sir. I would move in the building where you have 199 -- (indiscernible) live in that building.

COUNCIL MEMBER JOHN KRAJC: Okay. And my final question for you, sir, is based on checking property tax records from 2013, which was, I would say we were in a pretty dire economic state at that point, wouldn't you? 2013 we were in a pretty bad economy in our country?

HARRY BHAMBHANI: I don't understand what you're saying.

COUNCIL MEMBER JOHN KRAJC: Okay. So I'll just -- in 2013, we were in a pretty bad economy in the United States. At that point in time, you were paying $18,000 in taxes with a building value of $595,000 based on Horry County Tax Roles in 2013. This is eight years ago. We are now in the strongest real estate market since 2006, but somehow, your building is valued at

approximately $81,000. Can you explain that to me?

HARRY BHAMBHANI: I don't know. That's why you have to talk to the (indiscernible). It was the price, you know.

COUNCIL MEMBER JOHN KRAJC: All right. And you think that it's -- you can repair it in relation to the value, at a reasonable cost, based on our City ordinance?

HARRY BHAMBHANI: See the price of the construction has doubled or tripled in one year. This is (indiscernible). Today, it's 21 record. So your country does the price has tripled, at least with all the supply chains, so you cannot get -- under the (indiscernible) I cannot get it. Doors have to come from Canada every six months, eight months. The price of contracting has gone three to four times. The condo, (indiscernible) project was selling $1,000, is selling for 150,000 today in two years.

COUNCIL MEMBER JOHN KRAJC: Well, with that perspective, sir, shouldn't your building be worth more than the $81,000?

HARRY BHAMBHANI: Yes.

COUNCIL MEMBER JOHN KRAJC: Thank you,

sir. No further questions.

HARRY BHAMBHANI: Yeah. Thank you. Anybody else has a question?

COUNCIL MEMBER GREGG SMITH: I've got one. There are three pages of violations there.

HARRY BHAMBHANI: Three?

COUNCIL MEMBER GREGG SMITH: Right.

HARRY BHAMBHANI: Uh-huh.

COUNCIL MEMBER GREGG SMITH: Maybe four. Nope. No, three pages of violations. Are you saying that there are no code violations at the property?

HARRY BHAMBHANI: There are no -- there violation is (indiscernible) missing in the room is a violation. The guy who put a breaker in the breaker box, the cover is sitting on the table, it's a big violation. You seen the picture. It's all mostly cosmetic.

COUNCIL MEMBER GREGG SMITH: Okay. So in mostly cosmetic violations. So if we are to rule here today that you have 30 days to bring it into compliance, then that shouldn't be any problem.

HARRY BHAMBHANI: 30 days not enough. The reason, the supplies, we're not getting it.

And like I said, some doors, you know, they show I have to fix the doors.

COUNCIL MEMBER GREGG SMITH: Okay. So there are violations.

HARRY BHAMBHANI: Well, if door is (indiscernible) and has a small gap, rather than fixing the small gap, rather change the new door so this will not up there. Order the door, door would take six months to come from Canada. Some of the supplies are not available.

COUNCIL MEMBER GREGG SMITH: Okay. And why haven't you done these previously?

HARRY BHAMBHANI: We do this location is for famous for the young people, they come and they break it. Before supplies are available, sir. Right now, they're not available on time. That's the reason we're requesting more time. That's (indiscernible).

COUNCIL MEMBER GREGG SMITH: How much time are you requesting?

HARRY BHAMBHANI: Well, right now, like Mr. Battle came and told you, we cannot fix it, you know, because of nuisance law. Once nuisance law is heard, my attorney has done appeal. Once this goes in effect, once we can go the building,

can fix it in 90 days or plus. That's how me saying, it's common sense, you know. You are knowing the supply, you cannot get it (indiscernible). Plus labor is hard to get, also.

COUNCIL MEMBER GREGG SMITH: You can fix all these items in 90 days, but when you were operating, you were unable to fix them?

HARRY BHAMBHANI: Yes, sir.

COUNCIL MEMBER GREGG SMITH: Okay.

HARRY BHAMBHANI: Yeah. Anybody else with a question? I (indiscernible) my accent. I hope you are understand, you know.

COUNCIL MEMBER GREGG SMITH: Don't ever apologize for that. That's where you're from.

HARRY BHAMBHANI: Okay. Thank you.

COUNCIL MEMBER GREGG SMITH: Absolutely.

HARRY BHAMBHANI: I appreciate it. Thank you, sir.

COUNCIL MEMBER MIKE LOWDER: Sir?

HARRY BHAMBHANI: Yeah?

COUNCIL MEMBER MIKE LOWDER: In your attorney's opening remarks, he said that you were willing to fix all these issues.

HARRY BHAMBHANI: Yes, sir. Yes. We were --

COUNCIL MEMBER MIKE LOWDER: And --

HARRY BHAMBHANI: -- yeah.

COUNCIL MEMBER MIKE LOWDER: Okay. And that you had the money to fix it.

HARRY BHAMBHANI: I have the money. I --

COUNCIL MEMBER MIKE LOWDER: Sir --

HARRY BHAMBHANI: -- we fix it, sir.

COUNCIL MEMBER MIKE LOWDER: Okay. Let me ask the question again.

HARRY BHAMBHANI: Yes, sir.

COUNCIL MEMBER MIKE LOWDER: Your attorney said that you were willing to fix all these issues.

HARRY BHAMBHANI: Yes.

COUNCIL MEMBER MIKE LOWDER: And he said you had the money to fix them.

HARRY BHAMBHANI: Yes, sir.

COUNCIL MEMBER MIKE LOWDER: And you have that?

HARRY BHAMBHANI: Yes, sir.

COUNCIL MEMBER MIKE LOWDER: Okay. Then, my last question for you is this. If you

were willing to fix it and you had the money to fix it, why didn't you go ahead and fix it to start with from back as far back as, like (indiscernible).

HARRY BHAMBHANI: Well, you know, we were fixing it, you also hire Mr. Thompson that we done fix it, you know. But it's not up to his (indiscernible). We -- I will fix the things, you know, like also (indiscernible), but I say this location is more favorable to young Americans. So they come over here and you know how young -- you know -- you have the kids. And then, sometimes they kick the door, and sometimes they pull the shower curtain down, so we fix it again.

COUNCIL MEMBER MIKE LOWDER: Okay. Thank you.

HARRY BHAMBHANI: Yes. Sir. Anybody else?

MAYOR BRENDA BETHUNE: I mean, the pictures that I saw, I don't know about anybody else on council, was more than just cosmetic issues. More than just kids kicking a door, ripping a shower curtain down.

MAN 5: And that was while some things

were operating.

MAYOR BRENDA BETHUNE: So I don't think, Mr. Bhambhani, with all due respect to you, that you had any intentions of fixing this property to bring it up to code, or you would've been making these repairs all along.

HARRY BHAMBHANI: When we were fixing it, 50 people were there. Some people were, you know, staying in the room. They had the (indiscernible). They were cooking the meth. We did not (indiscernible) the room. They just comes over there and police would not arrest them. So there you go. So fixing it in the case and the people break it. And did you see the scratch in the -- in the commode or on the (indiscernible), in the room? Those bags are homeless people's bags. You said (indiscernible). I said even I'm not bring it. Who's doing it? Those people doing it. That is -- in India, (indiscernible) the holy. In U.S.A., dog is the holy. But in Myrtle Beach, homeless people, druggy is a holy man. You cannot touch them.

COUNCIL MEMBER JOHN KRAJC: Mr. Bhambhani, so what I've heard you say in the past

five minutes, and I'll just make sure I'm understanding --

HARRY BHAMBHANI: Yeah.

COUNCIL MEMBER JOHN KRAJC: -- is that you have a property that is having issues with young kids kicking and destroying; is that right? That's one. Just yes or no.

HARRY BHAMBHANI: No, no --

COUNCIL MEMBER JOHN KRAJC: So there's young kids that are destroying your property.

HARRY BHAMBHANI: No. You're talking the one portion.

COUNCIL MEMBER JOHN KRAJC: No, that's -- it's just a question. I'm not just the one portion. I'm going to get to the other portions in a moment.

HARRY BHAMBHANI: Yeah.

COUNCIL MEMBER JOHN KRAJC: So you have young kids that are part of the problem; is that right?

HARRY BHAMBHANI: No. Would you look. Again, you don't put your words in my mouth. Let me say it again.

COUNCIL MEMBER JOHN KRAJC: Okay.

HARRY BHAMBHANI: We have more

clientele with the young American --

COUNCIL MEMBER JOHN KRAJC: Okay.

HARRY BHAMBHANI: -- more clients. We have 50 rooms. 40 people are with the young clients.

COUNCIL MEMBER JOHN KRAJC: Okay. So you do have some young clients.

HARRY BHAMBHANI: We -- you -- look, guest is god to me. If they do not come in, we do not make a living. That person, (indiscernible) white, black, brown, he has a bank card or he has a cash, I'll rent a room. But I've been told do not rent room to people who have no credit card. In U.S.A., 40 percent people have no bank account. It's (indiscernible) not to give them a room there, no credit card, and just to the people who cannot afford that our class motel. (indiscernible).

COUNCIL MEMBER JOHN KRAJC: So re-stating again, there's some -- I just -- this isn't a question --

HARRY BHAMBHANI: Yeah.

COUNCIL MEMBER JOHN KRAJC: -- I'm just re-stating. So there's some young people that are destroying the property, we have problems

with drugs, we have problem with homeless. It sounds like beyond the maintenance issue, you have a management issue.

HARRY BHAMBHANI: There no management issue. Because we rent everybody. We will not deny. If guy says he has no credit card, but he got $50 cash, he wants rent a room in wintertime, guest is god. That's my opinion. We rent him a room.

COUNCIL MEMBER JOHN KRAJC: Thank you, sir.

HARRY BHAMBHANI: Thank you.

MAYOR BRENDA BETHUNE: Chris, do you have any questions for Mr. Bhambhani?

CHRIS THOMPSON: I do not.

MAYOR BRENDA BETHUNE: Okay. Thank you, sir.

HARRY BHAMBHANI: Thank you very much.

MAYOR BRENDA BETHUNE: Mr. Player, do you have any other witnesses?

TUCKER PLAYER: No, ma'am.

MAYOR BRENDA BETHUNE: Okay. Closing remarks, Mr. Thompson?

CHRIS THOMPSON: I'll make them short. I think I've proven that it's unfit, unsafe. In

regards to Mr. Bhambhani saying that he has repaired the electrical or done some repairs, at no time has he pulled any permits for any of that. So none of that we can't verify if it's safe, if they did any, any of the repairs. I just ask that based on what you all -- what we've presented today that, you know, in my opinion, it can't be repaired at a reasonable cost. But if you all want to let him, you know, enter into an agreement to give him so many days to repair it, I mean, it's going to take a lot of money and they have to have engineer reports, and they have to have permits before they do any work. So that's it.

MAYOR BRENDA BETHUNE: Okay. Thank you.

TUCKER PLAYER: Due process under the Constitution requires that you have notice of a violation. He's not an engineer. I'm not, you know, demeaning him for that. He's not an engineer. Engineers talk in a certain language. That language is math. It's physics. It's not that looks unsafe. That's not the way it works.

You're taking a man's million dollar property away from him because of some pictures

from July and not a single engineering report. Not a single estimate from a contractor. Not a single sheet of paper, you're going to take his million dollar property because Chris Thompson said so.

If Powell was here, he'd have said, "What do we need to fix?" You know what Mr. Thompson said? "You know what to fix." And guess what? Harry Bhambhani's not the only one that that's happened to. So you all keep going down this road and see what happens. It's not -- this is not the way the law works. Especially when there is no risk. This is an equitable action. You're supposed to do what's right.

Those pictures are bad. Look terrible. What testimony do we have that a person was living in a single one of those rooms? Not one shred of evidence. In fact, he testified, they had closed some of the buildings. Didn't tell you which ones. He didn't tell you which buildings those pictures were. He didn't tell you what he told him to do to fix it. What you heard was "Go fix it, Harry." Harry goes fix it and he comes in here and says, "The

(indiscernible) is a joke." He put some past up there on a railing.

Well, when you don't tell him what to do, what do you expect? This is the state. You are the government and you're trying to take a million dollar property from a man and you won't tell him what's wrong. That is not the way it works. And in the court of equity, you weigh the rights, the justifications, and the need for good. If nobody can go there and stay there because of the nuisance order that is in place, and I hate to tell James, but (indiscernible) can't stop him from going on his property. That's not the way the law works. If he tries, I'll get it reversed.

But he certainly can't do anything beyond a year. Because the only thing a nuisance action does is says you can't operate that business on that property for one year. It does not mean that you get to take the building. It does not mean you get to tear it down. And that's what the majority of things that are in this packet from Mr. Thompson, trash, debris, uncleanliness, noise. Those are all nuisance factors.

A structural defect, as defined by an engineer, is a defect in the structure of the building that makes habitation unsafe. Railing -- and that means the building collapses, that the structure is unsound. A railing just means somebody might fall off. Is it a problem? Yes. Does it have to be fixed? Yes. But you don't get to tear a building down because a railing's not there. That's not the way it works.

And all we're asking for is time. We asked before, after we had to get FOIA to figure out what we're supposed to fix, and we just want time so he can come up with a plan, then that can be approved. But, I mean, some of this stuff is taking out mattresses, painting a ceiling, fixing a door jam. You all require permits for that?

MAN 5: Yes, sir. Yes, sir.

TUCKER PLAYER: To fix a door jam?

MAN 5: Electrical work.

COUNCIL MEMBER MIKE CHESTNUT: To fix those code violations, (indiscernible) they do require a permit.

TUCKER PLAYER: And what code violations?

COUNCIL MEMBER MIKE CHESTNUT: What Mr. Thompson said that --

TUCKER PLAYER: I know. But he's presented that evidence to the council. We're still wondering what they are other than the pictures. What was he supposed to do?

MAYOR BRENDA BETHUNE: You received a list of violations. And Mr. Bryan, am I correct, it is not Mr. Thompson's job --

CITY ATTORNEY WILLIAM BRYAN: No.

MAYOR BRENDA BETHUNE: -- to give advice on how to fix something? That's an engineer's job.

CITY ATTORNEY WILLIAM BRYAN: Agreed.

MAYOR BRENDA BETHUNE: That's not the City's job.

CITY ATTORNEY WILLIAM BRYAN: Agreed.

MAYOR BRENDA BETHUNE: Thank you.

TUCKER PLAYER: So how does he know if he's not an engineer, that something's wrong?

MAYOR BRENDA BETHUNE: He hires somebody.

CITY ATTORNEY WILLIAM BRYAN: He hires somebody.

TUCKER PLAYER: Oh, where are they?

CITY ATTORNEY WILLIAM BRYAN: No, you hire somebody.

MAYOR BRENDA BETHUNE: You hire.

COUNCIL MEMBER MIKE CHESTNUT: You hire somebody.

COUNCIL MEMBER JOHN KRAJC: He hires someone.

TUCKER PLAYER: See, this is the chicken before the egg. If he's not an engineer, how's he know what's wrong?

MAN 3: Because he's a building inspector.

TUCKER PLAYER: Okay. That doesn't mean --

COUNCIL MEMBER JOHN KRAJC: Building inspectors are not engineers.

TUCKER PLAYER: Okay.

MAYOR BRENDA BETHUNE: And he's not --

TUCKER PLAYER: Then why the --

MAYOR BRENDA BETHUNE: -- on trial.

TUCKER PLAYER: Excuse me.

MAYOR BRENDA BETHUNE: He's not on trial.

TUCKER PLAYER: (indiscernible).

MAYOR BRENDA BETHUNE: Is that the end

of your closing remarks, sir?

TUCKER PLAYER: No, ma'am.

MAYOR BRENDA BETHUNE: Okay. Continue and then we'll ask questions.

COUNCIL MEMBER MIKE LOWDER: At this point of this hearing, sir, you're in the part where you would be giving your closing statement. We're not asking and answering questions, here. I don't know how we got to that. But you, sir, should just be giving your closing statement. Thank you.

TUCKER PLAYER: My closing statement is you can't do this. It violates the law. Thank you.

MAYOR BRENDA BETHUNE: Thank you. Okay. Both parties agree that the public -- the remarks made publicly are in order?

TUCKER PLAYER: The exhibits.

MAYOR BRENDA BETHUNE: The exhibits.

COUNCIL MEMBER MIKE LOWDER: Are the exhibits in order?

MAYOR BRENDA BETHUNE: Mr. Player, do you agree with that?

TUCKER PLAYER: Yes, ma'am.

MAYOR BRENDA BETHUNE: Okay. Thank you

for your presentations. All right. Council, we will deliberate on the actions before us. Motions 2021-158 and 2021-159.

COUNCIL MEMBER MIKE CHESTNUT: No, mayor, it's just -- we're doing this one at a time.

MAYOR BRENDA BETHUNE: Okay.

COUNCIL MEMBER MIKE CHESTNUT: So with -- so Motion --

MAYOR BRENDA BETHUNE: 2021-158. Is there a motion?

COUNCIL MEMBER JOHN KRAJC: So what we're talking about here is bring the property into compliance with the code or tear it down. Those are two options that the property owner has.

MAYOR BRENDA BETHUNE: Yes.

COUNCIL MEMBER GREGG SMITH: All right. Those aren't our options. We can either tell them to do that or tell them not to do that.

MAYOR BRENDA BETHUNE: Correct.

COUNCIL MEMBER GREGG SMITH: So the question here is should the property owner have to bring the property owner -- into compliance with the code or tear it down. Or should he not

have to do that. I think that's pretty simple.

COUNCIL MEMBER JOHN KRAJC: Just so I can understand the timeline. This might be for Chris and Mr. Player. If anything he says is inaccurate from what I'm going to ask a quick question -- I can ask questions still, right?

MAYOR BRENDA BETHUNE: Mm hm.

COUNCIL MEMBER JOHN KRAJC: Can I still ask questions?

MAYOR BRENDA BETHUNE: Yes.

COUNCIL MEMBER JOHN KRAJC: Thank you. If there's -- if something's wrong, please correct.

TUCKER PLAYER: Sure.

COUNCIL MEMBER JOHN KRAJC: So this whole situation started in what month? I don't need a specific date, just a month.

CHRIS THOMPSON: March.

COUNCIL MEMBER JOHN KRAJC: This started in March. Okay. The property was shut down completely, when? Or boarded up?

CHRIS THOMPSON: I believe it was October 6.

COUNCIL MEMBER JOHN KRAJC: October. Mr. Player, when did Mr. Bhambhani hire you?

What month? Just -- you don't even -- just the month?

TUCKER PLAYER: October 6th.

COUNCIL MEMBER JOHN KRAJC: October 6th. Mr. Bhambhani, unfortunately, and this is no offense to Mr. Player or the legal profession, I think your first mistake was hiring an attorney and not hiring a contractor to fix the property in March. Because then, we may not even be here. Because all of the dollars you've spent on Mr. Player and the legal profession, which I'm sure is no small sum, then -- (indiscernible) retainers can cost, that money could've been used for an engineer to give a letter to Mr. Thompson saying, hey, there are no problems. And we may not even be here today. And we may not have been in October, if we'd gone down that road, versus waiting until October to hire Mr. Player. And I hate that we're there. But here we are now. Unfortunately, Mr. Bhambhani, my opinion is that this property contributes to the reputation, sometimes unfounded and sometimes founded that calls us dirty Myrtle. And I hate that your property's a contributor to that.

COUNCIL MEMBER GREGG SMITH: Let me

point out that this is not just because of structural problems. I know we've said there are no structural problems. It's because it doesn't meet the code.

COUNCIL MEMBER JOHN KRAJC: Right.

COUNCIL MEMBER GREGG SMITH: Right. One of the things was the structural problem. One of the three pages of things was a structural problem.

COUNCIL MEMBER MIKE LOWDER: Right. The issues here are pretty plain and simple. It has no -- nothing to do with who we hire, who he hires, who he doesn't hire. That has nothing to do with any of this. What this boils down to is simply this: there are violations. Our codes. Doesn't say anything about it requires you to do anything other than what Mr. Thompson has done.

He goes to a property or a building inspector or a code officer goes to a property and they see violations. Those violations are noted. Those violations are presented to management, owner, whoever the case may be, that these are issues that need to be fixed.

If these violations are not fixed, and there'll come a time when we are here where we

are today. This has nothing to do, in my opinion, this has nothing to do with trying to take anybody's property. That's absolutely false. What this is about is about requiring someone who owns property to bring the building and buildings up to code. That's what this is all about, today.

Now, I have a couple questions that we need to kind of understand. On one hand, they're saying fix the building; and then I'm hearing on the other hand, you can't go on the property. It's my understanding, I didn't know -- I don't know whether they can go on the property or not. I don't know that they can -- I know obviously, they can't do any business. They can't run a business. I'm not sure about whether they can go on the property to repair. But you know, at 2:00 in the morning, people aren't being out repairing property in Myrtle Beach.

So that in itself answers that situation. But at the same time, there's reasonable time when this work is done and when it can be done. So if it can be done, if they have -- if they can show that they've got the funds to do it, whatever, I'm -- I don't know

that -- I'm not in construction, so I don't know. But what I do know is what has been presented is two or -- as Gregg said, there's three, possibly four pages of violations. As of today, none that I know of, any of these violations that have been talked about in here have been repaired or satisfied.

So we get down to a simple question. Can it be repaired, or can it not be repaired? Can it be repaired and be brought up to code as it's required to be done by the building codes? It's -- all this other stuff is immaterial. It's all about whether it can be fixed or not. So our -- the question to this group: can it be repaired, or can it not?

COUNCIL MEMBER GREGG SMITH: I -- we're -- we may have a little bit mixed up. He can repair it if he wants. He can tear it down if he wants. If we get to the end of the timeline and he has done neither, then the City would tear it down because he did not -- because the City does not believe that it could be repaired at a reasonable value based on the price -- the value of the buildings. Is that correct? We're not doing anything. We're just saying he's got to

repair it or tear it down.

CHRIS THOMPSON: How about this. Your decision is the -- you ordered him to repair the building and bring it up to code. And you can give him a timeline of doing that. He'll have to get permits and do all that. If they don't do it, then they have to demolish it for public safety purposes. If you put him on a timeframe of 60 days to get the engineer reports and permits and everything and then once -- soon as they get their permits, they have 30 days to commence work. And then, that work has to continue consecutively for 30 days. And if it doesn't, then they default on that and it goes back to the City's responsibility, in order, we would demolish it.

The value in relationship, that is also in our ordinance that says you all can make the determination that if you all don't feel like it's worth fixing, and it's $80,000 and it's going to cost 400 -- or $500,00 to fix it, you all can make that determination by our ordinance to not let him fix it and to demolish it. You all can do that. Or you can give him the chance --

COUNCIL MEMBER JOHN KRAJC: Okay.

CHRIS THOMPSON: -- and it doesn't -- I mean, I'm not up here advocating either way. But you can give him the chance to, and put him on the clock, and give him ample time to get his engineering and all that and I don't know how that works about getting on the property. But there again, but that's what you all are deciding on.

TUCKER PLAYER: And that -- with regards to what Mr. Thompson is saying, I think, if we're going the route of the timeline, that's the best way to do it. Because if you just give a hard timeline, if we have to get permits from the City --

COUNCIL MEMBER JOHN KRAJC: You have to.

TUCKER PLAYER: -- then, it gives us the argument that you all did it intentionally and all that stuff. It's just -- and that's the stage. If the engineer doesn't get you a report, I think, within 45 days, I don't think they need 60, then we default on the settlement agreement and he is back in the position of being demolished. That's what we're asking. And I

think that the way Chris laid it out is the smart way to do it.

Then, you've got to have people on site. You've got to mobilize and get them on site. And that does not -- mobilizing and getting them on site is not affected by the material shortage or the supply line stuff. If we've got people on site, and like he said, they're working continuously. You don't send them out there for a day and then sit, you know, for two months. They got to have people on site.

With regards to your question about 2:00 a.m., I completely agree. They have a time on which they can be on the property and they have to have -- they have to give a notice to the City or the police officers of the contractors that are hired. And anybody else that's not there shouldn't be there and should be arrested. And we can do that if you give him the option and we'll work with the City, to work it out every step so that he's given every opportunity to do what he says he wants to do. And if he doesn't, then we're kind of left with not a whole lot if he doesn't get it done.

COUNCIL MEMBER JOHN KRAJC: Mr. Player,

what timeline is your client asking for? For -- to engineering, or lands

TUCKER PLAYER: Well, and --

COUNCIL MEMBER JOHN KRAJC: Go ahead

TUCKER PLAYER: Mr. Powell sent an email on October 4th said he had a general plan for -- because he did, I think, want to make sure everybody knows, we agree. Our engineer says there's a structural issue, I think, on building 4, (indiscernible) penthouse, which I believe the one with the cracks that's up high. I'm pretty sure that's it. That's the one that the foundation and the load-bearing walls have to be shored up or it could come tumbling down and kill somebody.

So he says it's not imminent, but if it goes unabated, those structural issues, the cracks, will then get down underground, and that's when you have to worry about stuff crumbling. But if he had a preliminary plan on October 4th, assuming his absence today is not an indication that he doesn't want to work with us anymore, he should be able to have a plan to Chris within 30 days on the structural issue. And in the same time, we can go through

everything that we were given today on what we -- what I would consider to be the minor issues, the roofs, the nastiness, you know, we'll do what we can as long as we can keep the homeless out, that should not reoccur.

But we will submit a plan to Chris and the request for the permits for the other stuff because I want to make sure with him, that we have all the permits for everything we're doing. And I think breaking it up like that, it does not -- it eliminates the manipulation by lawyers.

COUNCIL MEMBER JOHN KRAJC: So understanding that, I believe, engineering permits of Mr. Powell's are several weeks out right now. If you had 60 days for engineering plans and permits to be submitted --

TUCKER PLAYER: There's no way we could make that.

COUNCIL MEMBER JOHN KRAJC: Okay. And then, you had 30 to 45 days of continuous work.

TUCKER PLAYER: To mobilize, yes.

COUNCIL MEMBER JOHN KRAJC: Mobilize. That would be -- and if that's not done, if the 60 day timeline's not met, then --

TUCKER PLAYER: You could --

COUNCIL MEMBER JOHN KRAJC: -- (indiscernible) and then it's defaulted.

TUCKER PLAYER: I think --

COUNCIL MEMBER JOHN KRAJC: And then same thing.

TUCKER PLAYER: -- I can draft it and that would be conclusive evidence of abandonment by the project by Mr. Bhambhani.

COUNCIL MEMBER JOHN KRAJC: And then, 30 to 45 of continuous work, 7 a to 7 p.

TUCKER PLAYER: And I think -- you know, I think what we do is we have 60 days for the plans, and then we assess how long's that -- how long is that going to take based on -- instead of just this random, we need six months, Chris will know this is what we're going to do. He has to agree to it because if he doesn't, we'll stay on that process. So if 60 days can get agreed-upon engineering plans. And then, as a building inspector, he knows, generally, how long that's going to take. And I think we can probably work out the timeline from there based on, you know, making a few phone calls to contractors, how long is it taking you to get lumber, how long is it taking you to get

concrete. And just see if we need to, you know, massage the dates, because of the supply line stuff. This is something that can easily be worked out.

COUNCIL MEMBER JOHN KRAJC: Chris, do you have thoughts on that? That way -- just -- if there's any opportunity to give a property owner in the City an opportunity --

CHRIS THOMPSON: I don't have any issue with that at all. I'm just present -- I was just presenting all options --

COUNCIL MEMBER JOHN KRAJC: I understand.

CHRIS THOMPSON: -- and all the case. I don't have an issue with giving him 45 or 60 days to have the permit application and the plans in the office and properly submitted for permitting. And as soon as it's permitted, they have 30 days to commence work from the day that the permit is issued. If they don't do it in 30 days, then they default. And as soon as they start work, then they need to continue working.

COUNCIL MEMBER JOHN KRAJC: Of course.

CHRIS THOMPSON: And can't stop. If they stop, then, you know, then it's going to

revert back to us and then we'll demolish it.

COUNCIL MEMBER JOHN KRAJC: If you can, come up, Mr. Battle. Because I was going to ask you next about what your thoughts were.

JAMES BATTLE: Sure.

COUNCIL MEMBER GREGG SMITH: This continue work frustrates me because there are buildings that are continuing to work for the past two, three years. So we need to put a deadline --

TUCKER PLAYER: Well, it's --

COUNCIL MEMBER GREGG SMITH: -- on when it's going to be finished.

TUCKER PLAYER: I completely agree with you.

COUNCIL MEMBER GREGG SMITH: Not continue to work.

TUCKER PLAYER: I think --

COUNCIL MEMBER GREGG SMITH: Continue to work and finish by.

TUCKER PLAYER: (indiscernible) is and as long as they're continually working, as an issue comes up or worst (indiscernible) we get a hurricane or something like that that causes delay, just standard contract stuff that, you

know, if you were able to work and you didn't, then it's on you. If something happened, an act of God or something, then, you know, it's -- there may be an extension. But I agree. Once we get the plans, we should have some kind of timeline for when the work needs to be complete.

COUNCIL MEMBER JOHN KRAJC: Mr. Battle?

COUNCIL MEMBER MIKE LOWDER: Well, the good news is we're not going to have any hurricanes hopefully after -- in about two weeks, we'll be out of hurricane season.

CHRIS THOMPSON: Although these days with the weather, you have --

JAMES BATTLE: In discussing the (indiscernible) 60 or 45 days, the injunction order boarding up that building has 11 months left on it. Logistically, allowing workers to come in the day, we re-board it up at night. It would be very hard. We -- we've tried to do that before. It did not work. It's not just oh, someone claims to be a worker. There's a pending lawsuit against the City now where someone claims (indiscernible) that his building was vandalized while it was under an injunction order and people were allowed to get in there.

So the reason we boarded it up so tough is to keep people from getting in there, re-using drugs, that kind of thing. In 11 months, the boards come off of that building and whatever, you know, the City Council agrees can happen, and there's no authority, you know, to keep it boarded up. So if we're talking about timelines, allowing the year where it's closed and you know, the nuisance is abated, the message is sent into the community that it's no longer a place where you can come and use drugs, makes it much easier for the solicitor, the judge, and your construction services department, to be frank, so.

COUNCIL MEMBER JOHN KRAJC: So you're suggesting we have the boarded up building for 11 months?

JAMES BATTLE: If -- yeah, in order to -- if you all decide that he's allowed to do construction on that, it makes much more sense for that construction to start 11 months from now. In other words, boots on the ground, at that site. I'm not saying an engineer can't go out there, or permits get obtained. But if -- the type of damage on that building is not

going to be a roofer up there with nails and some shingles. It's going to be significant. Every board on that building is going to have to come off.

COUNCIL MEMBER JOHN KRAJC: Certainly, with our talents and legal team, something could be drafted to allow access and work with the solicitor's office, we could have a partner, Mr. Richardson is to our city, to allow this to not be a boarded up building for 11 months in our prime real estate area. That is -- I understand -- while I understand the message is being sent to the community, I think the hearing we're having today is also a message to the community. But I don't know how council feels. But having a building boarded up for 11 months is not necessarily a positive message to the community.

TUCKER PLAYER: If your concern is us coming after you for vandalism while it's in the custody of the State --

COUNCIL MEMBER JOHN KRAJC: I think we can draft something like that.

TUCKER PLAYER: -- we'll waive that.

JAMES BATTLE: Well, I wanted to make

the council aware that that is the logistical situation. You know, I don't want to give an opinion about what's best for downtown Myrtle Beach. But that's kind of as it is. So.

COUNCIL MEMBER JOHN KRAJC: But you -- (indiscernible) I'll ask you, Mr. Battle. Thank you. I want you to understand that your work is appreciated.

JAMES BATTLE: Sure.

COUNCIL MEMBER JOHN KRAJC: Is your firm -- are we - is our legal team have the ability, and this is, Will jump in here too, to draft something, if we are to agree on this to give them this timeline of our choosing, to reduce the City's burden and liability to allow them access with the boards off?

JAMES BATTLE: That's -- I mean, that's kind of part of it is that, like, the City doesn't have any say over that court's order.

COUNCIL MEMBER JOHN KRAJC: Yeah.

JAMES BATTLE: It is Steven DeBerry, Judge, the Honorable, Judge Steven DeBerry's order.

COUNCIL MEMBER JOHN KRAJC: Okay.

JAMES BATTLE: So if he --

COUNCIL MEMBER JOHN KRAJC: That's where I didn't understand.

JAMES BATTLE: Right. So this city can say, okay, you -- like, potentially, you're setting up Mr. Bhambhani to violate your order because you have 60 days to get the roof repaired. And then, the judge says you're not having any construction people go on there because I just listened to all this testimony about how people overdose over there, how the management is selling drugs to people. And you all are doing that, and then, I don't know where that -- you know, where that sort of conflict comes about. And I don't know what Solicitor Richardson's opinion is going to be on it, either.

COUNCIL MEMBER GREGG SMITH: There may be some more --

COUNCIL MEMBER MIKE LOWDER: Here, here. Time out, just a minute, you all. And here, listen to this right here. This is common sense kind of stuff right here. An order was issued.

JAMES BATTLE: Yes, sir.

COUNCIL MEMBER MIKE LOWDER: By a judge

because of a problem with a property.

JAMES BATTLE: Yes, sir.

COUNCIL MEMBER MIKE LOWDER: Now, somehow or another, we've ended up in two different things, here, and which, here it is. If that judge, we do not rule against that order. We can't do that. No matter what we want to do. We can't do that. Number two, the whole purpose behind such an order as this is to help people in this community who have businesses, to have properties, to understand if you don't do things, if you create problem, these kind of things can happen. And if we work against a system that's trying to help us, here, okay. Here it is. Give him all the opportunity in the world to draw the permits, but as far as I'm concerned, no work can start on that building until 11 months from -- or 12 months from the day that the order was issued, unless something is changed by the judge. And that's the only way I can see this can work and be done correctly.

MAYOR BRENDA BETHUNE: You're exactly right. I mean, I completely understand where you're coming from. I do. I'm in the hotel business.

JAMES BATTLE: Sure.

COUNCIL MEMBER JACKIE HATLEY: But there's a responsibility as a hotel owner, also, to keep up your property so you can rent rooms because that's what we're here for, okay? We're not here to take people's property. But I think allowing a report to be generated for 60 days, give them a 60 day timeline. Let's see if it is able to be brought up to standards. If it's not --

JAMES BATTLE: Meaning the engineering report.

COUNCIL MEMBER JACKIE HATLEY: Yes, engineering report. If it's not, then we go down the path that -- where we need to go. Construction. I wouldn't allow any construction until we get past the court order also.

COUNCIL MEMBER JOHN KRAJC: Mr. Battle, if we were to -- and this may be a question for Will more than Mr. Battle. There's too many attorneys in the room.

TUCKER PLAYER: That's never a good thing.

COUNCIL MEMBER JOHN KRAJC: There are a lot of cooks. If we were to, this is just a

question, if we were to continue this, obviously our next meeting is December. Nothing's going to change in 30 days, clearly, in terms of, you know, it's going to be cease in operation 30 days, but whether we do something, whether whoever does something, would that give -- would there be a potential for a conversation with the powers that be that Council Lowder mentioned, to see if we can have a group work on this to where those folks -- I've got extreme hesitancy about keeping this. I understand about construction not starting in 11 months. But if there is a way we can avoid that, I think it's better for our city, I think it's better for business, I think it's better for downtown. Is that would 30 days give our legal time and Mr. Bhambhani's legal team time to work with the court to see if -- this is an if, this is not going to be done. To see if there can be a group resolution to make this happen faster than 11 months? Because I don't know if I can support something with a building being boarded up for 11 months and wat we're trying to do and what we're doing in our downtown.

TUCKER PLAYER: I honestly think, I

mean, it is in the court of appeals now, but I think I can just make a motion with them to send it back to Judge DeBerry and let him decide whether or not he would allow entrance on -- for construction. I mean, we can take that up directly with him if we can't work something out directly. But you know, until I realized that I had a hearing yesterday in Columbia, not today, this was going to be pushed until December 14th, so you know, I think we can have substantial progress. If not, that engineering report by that council meeting if we continue it to that point. At least we'll have substantial information about, you know, whether or not Mr. Powell is going to continue working and whether he has his stuff done at that point, but -- and then all the lawyers can talk about, I can talk with the solicitor and see if they can have an agreement that, you know, it will not be open for operation until, you know, we won't have an 11th month -- I think we're willing to trade an 11th month -- an 11 month hard deadline to let us work and we won't open until we satisfy Chris.

COUNCIL MEMBER JOHN KRAJC: Therefore, shrinking your deadline.

TUCKER PLAYER: Yes.

COUNCIL MEMBER JOHN KRAJC: (indiscernible).

TUCKER PLAYER: Or making it if we delay, you can't -- when the 11 months are up, he still can't operate until Chris says he can open back up.

COUNCIL MEMBER JOHN KRAJC: Or ask Mr. Bryan. Mr. Battle, what are your thoughts about what Mr. Player just said to the conversation that could be had.

JAMES BATTLE: It was a lot of work to get that temporary junction order and --

TUCKER PLAYER: Temporary injunction. Temporary.

CHRIS THOMPSON: It says permanent, doesn't it? Well, I mean, other than the year.

JAMES BATTLE: And I can talk about it with Solicitor Richardson. I -- that property was a big issue --

TUCKER PLAYER: Okay.

JAMES BATTLE: -- for your police department --

TUCKER PLAYER: Understood.

JAMES BATTLE: -- for that surrounding

business community. I just got an email or a text this morning from a motel across the street thanking us for boarding up that building.

TUCKER PLAYER: I was just trying to explore everything.

JAMES BATTLE: It seems --

MAYOR BRENDA BETHUNE: I don't think we need to continue this.

JAMES BATTLE: -- it seems contrary.

COUNCIL MEMBER JOHN KRAJC: I don't think we need to go there.

MAYOR BRENDA BETHUNE: No. This is an area we have made major investments in.

COUNCIL MEMBER JOHN KRAJC: Absolutely

MAYOR BRENDA BETHUNE: And as Ms. Hatley said, a property owner has the responsibility to maintain their property and keep it in proper condition. If it's not and it becomes a nuisance property or it becomes unfit for humans to even be in, you're affecting the property values of everyone around you. That affects this entire city. And nothing against you, Mr. Bhambhani, but you did not do a good job of maintaining your property. You did not do a good job of being a good neighbor. So it's our

job to step in and protect the rest of the city

So we need to make a motion to either demolish this property or require him to bring it up code.

COUNCIL MEMBER MIKE LOWDER: But then again, he can't -- no construction based on the temporary injunction. Until that is rectified, satisfied, nothing can be done on that property until then.

COUNCIL MEMBER JOHN KRAJC: So he couldn't even demolish the property.

COUNCIL MEMBER MIKE LOWDER: No.

COUNCIL MEMBER JOHN KRAJC: Without approval from the judge.

COUNCIL MEMBER MIKE LOWDER: That's correct.

JAMES BATTLE: Well, I mean, demolishing is different because we boarded it up to abate the nuisance. Demolishing it is an abatement of that nuisance, as well. So it's kind of like if you demolish it, we don't have to worry about people going back on there and using drugs. If you're fixing it, prior experience has been that does remain an issue and construction services is taking boards off, taking boards on,

putting them back. So it's -- they're not the same thing, demolition and repair.

COUNCIL MEMBER JOHN KRAJC: Mr. Player, if we were to make the motion today for, like we talk -- started to get toward, the 60 day for engineering and the 30, 45 thereafter, and we made that motion, understanding that 11 months are boarding. If -- so if we make this motion and then you've got -- you know what we're voting on, and then you go out and see if you can get that 11 month taken off temporarily. But our order still stands the way it is so we can get through this and not continue today.

TUCKER PLAYER: Sure.

COUNCIL MEMBER JOHN KRAJC: If that --

TUCKER PLAYER: Because I have a different interpretation than James. I think what the order says is you cannot operate any business in that space for one year. That does not mean you can't go in there and repair.

COUNCIL MEMBER JOHN KRAJC: Okay. That's for --

TUCKER PLAYER: And as for the subsequent order that says -- and I don't think Steve DeBerry -- or Judge DeBerry says board it

up. He just says no business can operate --

COUNCIL MEMBER JOHN KRAJC: And that's for you all to figure out. So if we -- the way -- well, it sounded like we were getting toward was 90 to 105 days is what it sounded like we were getting toward, for that property to be started to be brought into compliance.

JAMES BATTLE: Correct.

TUCKER PLAYER: 60 days for engineering and permitting, 30 to 45 after that.

We continue -- we work on that --

COUNCIL MEMBER JOHN KRAJC: If we vote on that --

-- first step and this is moving this over.

COUNCIL MEMBER JOHN KRAJC: If we vote on that and it's not done in 105 days, it's defaulted. Is that my understanding?

MAYOR BRENDA BETHUNE: Whatever motion we make.

COUNCIL MEMBER JOHN KRAJC: All right.

MAYOR BRENDA BETHUNE: The City Attorney is then directed to work on that order based on what our will is. So that -- then, it's in Will's hands. We just need to make the

motion.

COUNCIL MEMBER JOHN KRAJC: That's -- okay.

COUNCIL MEMBER MIKE LOWDER: I keep going back to this. We keep running a -- we keep jumping the track, here. We need to get -- understand this is a junction over here that says these things can't happen. It's not us to determine today whether what the interpretation of it is today. Here it is. I think that we could actually vote on this as to allow a possibly engineering -- an engineer --

COUNCIL MEMBER JOHN KRAJC: Plan? Right.

COUNCIL MEMBER MIKE LOWDER: -- a report. But as far as any construction goes, I don't believe any construction can take place on that property until -- (indiscernible) time out. Until that judge in Connelly says this is what you can do or what you can't do. And I will not support anything other than a possible engineering report to be done to see how -- see what could possibly be done. I will not vote for any work -- any construction to start on that property until that issue is resolved in

(indiscernible).

COUNCIL MEMBER JOHN KRAJC: Councilman Lowder, if I may, respectfully. While I understand what we are here for today, it is my job as a city councilperson, and all of our jobs, to gather whatever information we need to make this voting decision.

COUNCIL MEMBER MIKE LOWDER: Not our --

COUNCIL MEMBER JOHN KRAJC: So if I have questions about an injunction or understanding the full process so I can become a better educated councilperson, not only for this businessperson, but for the city residents of Myrtle Beach, I can ask those questions. And I understand we are going back and forth, but if that is what I need to become educated, that is my responsibility to my constituents.

Now, my question is I am willing -- so we can stop the merry-go-round, I am willing to make the motion to give the businessowner 60 days to come back to construction services with engineering plans and applications for permits, as talked about with Mr. Thompson. Now, if we don't -- if we are willing to add construction onto that, that's okay and I'm willing to make

the motion without. But I am willing to give this gentleman a little more time with full understanding that I will 100 percent demolition of this building if it is not brought into compliance by new engineering plans submitted. So we can better give an opportunity. And it sounded like that's where council was going.

I'm willing to make that motion; I just want to know, are we going to add that time period for construction and if it's not done, not done? Or do we just want to start with the 60 days?

MAYOR BRENDA BETHUNE: I would rather do -- start with the 60 days.

COUNCIL MEMBER JOHN KRAJC: Okay. Then I will --

MAYOR BRENDA BETHUNE: To tell you the truth, I think it's going to be very optimistic what comes out of this engineering report.

COUNCIL MEMBER JOHN KRAJC: Now, my question will be after that, then -- so if they have that 60 days and they bring that to construction services in 60 days, they have satisfied the bar we are setting by doing just those things. There's no further bar after that.

Or do we not want to set a bar after that? Mr. Bryan?

CITY ATTORNEY WILLIAM BRYAN: Mr. Lowder, to address your concern, what if you were to say 60 days to provide an engineer report and with the blessing or the consent of the circuit court, you know, pull a permit within 30 days, but all of that would be contingent on the blessing of the circuit court, that that work would not violate the order.

TUCKER PLAYER: Yeah. That -- that's what (indiscernible) set the 60 days for the report, come back and see if this continues. If we don't have a report, it ends there and in those 60 days, then I will communicate with Mr. Lister's office and logistically, we'll go out there and look at the property, I mean, and see do we have to take every board -- I mean there's lots of new reports with that. But quite frankly, the appeal's going to last more than a year. So you know, it's just to me, there's no way unless Judge DeBerry changes his order, which we can go back and request. I mean, he's -- you know, I think he'll sit down and listen to our issues if we can -- because they have concerns

because once the stake -- just to make sure everybody will hear because they got really mad at me when I said you all took (indiscernible). I'm not talking about, you know, the student block of the other case. When the government says you can't do this on property, we call that taking.

So I'm not saying that Myrtle Beach was taking it for their own. I'm just saying we call that a -- I wasn't accusing you all of doing something nefarious. But when they take it, they're responsible for it.

So Mr. Richardson, from what I understand from James, has gotten sued because the homeless got no property during that nuisance period and the guy said, "When you were holding, you wouldn't let me use it, now you got to pay." I'm pretty sure we weighed that. But I want to get the specifics from the solicitor. What are they concerned about? Is there a deal where we could work it out where we could work during the period if we get the first step done. But 60 days, we can clarify that issue amongst the lawyers and present it to the council so we all have a better understanding of what the order

means and what we can --

COUNCIL MEMBER MIKE CHESTNUT: I'm going to make a motion to demolish.

TUCKER PLAYER: -- (indiscernible). And if there's a permit (indiscernible).

COUNCIL MEMBER MIKE CHESTNUT: No. I'm going to make a motion to demolish.

TUCKER PLAYER: And those two things have to happen before we move to any next step.

COUNCIL MEMBER MIKE CHESTNUT: I think we sent in the wrong --

MAYOR BRENDA BETHUNE: I don't want us to lose sight. Mr. Chestnut and I were just talking that the fact that the solicitor's office has deemed this property a nuisance property. They are actually working with the City to help us address the issues that we have and the problem properties that we have. This is a nuisance problem property.

If Mr. Bhambhani cared so much about this property, he would've been bringing it up to code all along, not waiting to get a letter, not waiting for the solicitor to step in, and not waiting for us to make a motion. He clearly does not care about his property or its condition, or

who he rents to. So it's a much bigger issue than someone's business. This is not a good business. It's a business that's a blight on our community and it affects other businesses that are in the community.

So I'm going to ask council to make a motion to either demolish the structure, or to require that it be brought into code -- up to code.

COUNCIL MEMBER MIKE CHESTNUT: I'm going to make a motion to demolish.

COUNCIL MEMBER JOHN KRAJC: I'll make a motion that we do a 60 day engineering report.

COUNCIL MEMBER MIKE CHESTNUT: We got two motions on the floor. I make a motion to demolish.

COUNCIL MEMBER JOHN KRAJC: With the understanding that I do support demolish this building if it's not brought up in 60 days -- or get the engineering and permit submitted.

COUNCIL MEMBER MIKE CHESTNUT: We can vote on both motions, I think.

MAYOR BRENDA BETHUNE: We're going to have to vote on both motions.

COUNCIL MEMBER JOHN KRAJC:

(indiscernible).

MAYOR BRENDA BETHUNE: We'll vote on Mr. Krajc's motion.

COUNCIL MEMBER JOHN KRAJC: We don't (indiscernible) second.

COUNCIL MEMBER MIKE CHESTNUT: Okay.

MAYOR BRENDA BETHUNE: Mr. Krajc's making a motion to do a 60 day engineering report. Is there a second?

COUNCIL MEMBER JOHN KRAJC: Mr. Bryan, is there an issue with the motions?

CITY ATTORNEY WILLIAM BRYAN: I was just asking why wouldn't we hear the first motion that was made, like, made and seconded. Has there been a second to anything?

MAYOR BRENDA BETHUNE: No, there's no second --

COUNCIL MEMBER JOHN KRAJC: No.

MAYOR BRENDA BETHUNE: -- for his motion. Neither one. Mr. Krajc made a motion. Make -- state your motion, please.

COUNCIL MEMBER JOHN KRAJC: I would make a motion, based on discussion amongst counsel that we give Mr. Bhambhani 60 days to submit and engineering plan, not a report, a plan

to bring the property into compliance, and permit applications submitted to Mr. Thompson. And if that property is not -- if those things are not done in 60 days or less, the property is demolished.

MAYOR BRENDA BETHUNE: Okay. Is there a second for his motion?

COUNCIL MEMBER JACKIE HATLEY: I'll second that.

MAYOR BRENDA BETHUNE: Okay. All in favor?

COUNCIL MEMBER JOHN KRAJC: I think we need discussion first. I just -- I would like to say that my motion is based on a couple things. It's based on discussion with counsel, it is also -- I do fully understand and I think that there is nobody more than this council that supports and believes in what is going on downtown. I think we are making great strides.

I also have the other side of me that is a very strong side and is the realtor in me that does believe in property rights. So there is a balance between protecting our community and public safety is always number one. That is why my position on the demolition and my comments to

Mr. Bhambhani and his counsel were as strong as they were. But on the property rights side, 60 -- I don't think the building's going anywhere in 60 days. So especially with the express interest of Mr. Player, Mr. Bhambhani's legal counsel to tie this up in court.

So if we do everything we can to give every possibility we can, which we have so far and our staff has done a phenomenal job and legal counsel's done a phenomenal job. We are setting the precedent of we will give you every chance we can within reason. But in less than a year's time, starting in March, and before March is that 60-day timeline, we are serious that this will be gone, any way we can make it gone. And based on discussion we've had with counsel today, that is why I made my motion.

MAYOR BRENDA BETHUNE: Is there any other discussion? Any discussion from the public? All those in favor?

COUNCIL MEMBER JOHN KRAJC: Aye.

COUNCIL MEMBER JACKIE HARTLEY: Aye.

MAYOR BRENDA BETHUNE: All those opposed?

COUNCIL MEMBER MIKE CHESTNUT: Aye.

COUNCIL MEMBER MIKE LOWDER: Aye.

MAYOR BRENDA BETHUNE: Nay. Motion denied. Mr. Chestnut, you have a motion.

COUNCIL MEMBER MIKE CHESTNUT: I would make a motion that we approve the rule to show cause to demolish the structure. I think some of the issues that we have been shown today and the list of problems and this just didn't start over night. I mean, this has been a problem that's been going on for years. And I think we're at a point now to where we just need to move forward and that's why I make the motion to demolish.

COUNCIL MEMBER MIKE LOWDER: Second.

MAYOR BRENDA BETHUNE: Mr. Chestnut make the motion to demolish, Mr. Lowder made the second. Any discussion from council? Any discussion from the public? All those in favor?

COUNCIL MEMBER MIKE LOWDER: Aye.

COUNCIL MEMBER MIKE CHESTNUT: Aye.

MAYOR BRENDA BETHUNE: Aye. All those opposed?

COUNCIL MEMBER JOHN KRAJC: Nay.

COUNCIL MEMBER JACKIE HARTLEY: Aye.

MAYOR BRENDA BETHUNE: Motion carries. Thank you. I want to thank all of you for being

here today. This was not an easy decision.

COUNCIL MEMBER JOHN KRAJC: We've got to do the other one.

COUNCIL MEMBER MIKE CHESTNUT: We got to do the other one.

COUNCIL MEMBER MIKE LOWDER: We got to do the other one.

COUNCIL MEMBER JACKIE HARTLEY: We got another one.

COUNCIL MEMBER JOHN KRAJC: 59.

MAYOR BRENDA BETHUNE: Oh, I'm sorry.

COUNCIL MEMBER MIKE LOWDER: We've got 59.

MAYOR BRENDA BETHUNE: All right. Motion 2021-159.

COUNCIL MEMBER JOHN KRAJC: Which one is 302?

CHRIS THOMPSON: This.

COUNCIL MEMBER JOHN KRAJC: Thank you, Chris. Thank you. We -- I need pictures.

COUNCIL MEMBER MIKE CHESTNUT: The ocean front.

COUNCIL MEMBER JOHN KRAJC: The ocean front one. Okay.

COUNCIL MEMBER JACKIE HARTLEY: Is this

the one that has the penthouse?

COUNCIL MEMBER JOHN KRAJC: This is the penthouse. This is the really bad one; is that right?

COUNCIL MEMBER GREGG SMITH: Right. Yes.

CHRIS THOMPSON: This is 302. Same situation as the last -- same thing. I'll ask you to abate the nuisance -- or the violations and either give them time to repair it, put them under a timeline, or demolish it.

MAN ?: I'll make a motion to --

COUNCIL MEMBER JOHN KRAJC: Second that.

MAN ?: Chris, I'm sorry.

COUNCIL MEMBER JOHN KRAJC: Do we have to have a hearing?

CITY ATTORNEY WILLIAM BRYAN: We have to have a hearing first.

CHRIS THOMPSON: Do we have to have that hearing first?

CITY ATTORNEY WILLIAM BRYAN: We do, Mr. Chestnut. Yes, sir. And Mr. Thompson, we need to follow the same format we did for the first one. So if that was your opening remarks,

if you'd allow Mr. Player to offer his opening remarks?

CHRIS THOMPSON: Sure. All right.

TUCKER PLAYER: As long as my objections and positions are preserved, I would just say that I restate the same arguments for the first property and we can expedite this.

MAN ?: Okay.

TUCKER PLAYER: To us, it's all the same.

COUNCIL MEMBER JOHN KRAJC: Is this the property that has the significantly greater issues?

COUNCIL MEMBER GREGG SMITH: Go through those pictures.

MAN ?: (indiscernible) 1:38:51 present his case.

COUNCIL MEMBER JOHN KRAJC: Okay.

CHRIS THOMPSON: I'll try to be quick. This is the ocean front property. It's the two-story building with the penthouse, which makes it three stories. Same issue. We got electrical -- (indiscernible) 1:39:07 has electrical system hazards, rotten wood, window, door case, cleanliness, roaches, rats, balconies failing,

railing missing, rotten wood, guardrails missing, guardrails, decks, electrical system hazard -- fire -- potential fire problems. Same here, you got exposed wiring. I'm not sure. One of this -- one of the columns out front just broke. Missing soffits, rotten wood, open breaker, cause for electrocution, light fixtures falling down, roof leaks, same as the other. You got sections here that messes up the fire rating on the stairs. Non-approved work, open boxes, cause electrocution, code violation again of electrical systems. This is where they've tapped into the meter. That's a very bad electrical violation. More fire hazard for electrical violations. Same there. Missing soffits, rotten wood, cleanliness, rats, roaches, cleanliness again, sanitation, sewer problems. Sewer's backing up. Sharp items, just -- roof area, it shows ponding in a couple of places where there would be roof leaks in the building which causes rot and mold and mildew and unhealthy. Some more rot around the windows and around the openings. Balcony guardrails failing, roof issues, balconies, roof. This is the title showing that Mr. Bhambhani owns the deed. Here's violations.

This one's a copy of the letter that was noticing the complaint July 28th, the green card showing they received it. This was the order to the building official at the building -- at the property maintenance hearing August 18th. The green card showing they received it. Notice of failure to comply. Green card showing they received that. Affidavit from the Sun News where we rented the Sun News. And that is the picture of it being -- the rule to show cause and failure to comply posted. Land value's 929,300, structure value's 330,600.

Again, they -- as far as the being able to repair the building and the cost relationship to the assessed value of what's on the record at Horry County, reasonable amount, as Mr. Player said previously, I mean, this is the one that the penthouse is falling in to the second floor, so they would have to remove that, do structural repairs. There was some foundation issues and it would just -- it would cost more than a reasonable cost.

Again, if you would like to give them time, that's one option, or tell them to demolish the building.

COUNCIL MEMBER JOHN KRAJC: Do you have the pictures of the penthouse? I didn't see those in there. You showed them to us before. But do you have the pictures of the penthouse falling in? I don't -- I know you showed us before, I just want to make sure the public sees it.

CHRIS THOMPSON: I'm not sure.

COUNCIL MEMBER JOHN KRAJC: I thought that was in that presentation.

CHRIS THOMPSON: I'm not sure what picture you're referring to, honestly.

COUNCIL MEMBER JOHN KRAJC: Well, I'm assuming if you said the penthouse is falling into the first floor, you took pictures of it.

CHRIS THOMPSON: Well, it -- I mean, it's hard to see from -- just -- you can tell inside the building --

COUNCIL MEMBER JOHN KRAJC: Okay.

CHRIS THOMPSON: -- where it's falling in.

COUNCIL MEMBER JOHN KRAJC: Understood.

CHRIS THOMPSON: Any other questions?

COUNCIL MEMBER JOHN KRAJC: Would you say this is the worst of the two parcels in terms

of --

CHRIS THOMPSON: I think they're both equally bad. But structurally, yes.

COUNCIL MEMBER JOHN KRAJC: Okay. That's my biggest concern. Thank you.

CHRIS THOMPSON: Yes. Thank you.

MAYOR BRENDA BETHUNE: Thank you, Chris. Does anyone have any questions for Chris?

COUNCIL MEMBER MIKE LOWDER: He just made his opening comment.

COUNCIL MEMBER JOHN KRAJC: That was arguments.

COUNCIL MEMBER GREGG SMITH: No, we didn't.

COUNCIL MEMBER JOHN KRAJC: That was arguments.

MAYOR BRENDA BETHUNE: No. This was argument.

COUNCIL MEMBER JOHN KRAJC: We're going fast.

TUCKER PLAYER: Just restate all the arguments I said before, preserve them, I guess, for the record instead of restating them. We think we're entitled to more time to fix it, more specificity with the problems, and as I suggested

early, the 60 days for an engineering report is not going to harm anyone. That -- I'll sit down.

MAYOR BRENDA BETHUNE: Okay. Mr. Thompson, any closing remarks?

CHRIS THOMPSON: No.

MAYOR BRENDA BETHUNE: Mr. Player, any closing remarks?

TUCKER PLAYER: No, ma'am.

MAYOR BRENDA BETHUNE: Okay. (indiscernible) 1:45:25 is there a motion?

COUNCIL MEMBER MIKE CHESTNUT: I make a motion to issue a rule to show cause to demolish the destruct -- demolish the structure.

MAYOR BRENDA BETHUNE: Is there a second?

COUNCIL MEMBER GREGG SMITH: Second.

MAYOR BRENDA BETHUNE: Motion by Mr. Chestnut, second by Mr. Smith. Any discussion from council?

COUNCIL MEMBER JOHN KRAJC: Just going through that, it's frustrating to me that they've had these posts and they've had these notices and we get to this timeframe. We get all the way here months and months later and now, we're ready to fix it.

COUNCIL MEMBER MIKE CHESTNUT: And that's --

COUNCIL MEMBER GREGG SMITH: I'm sure they do -- you do these things --

COUNCIL MEMBER JACKIE HARTLEY: I agree.

COUNCIL MEMBER GREGG SMITH: -- and people fix the items and it never comes to us. It's just, why are you ready now? Should've done it at the beginning.

COUNCIL MEMBER JOHN KRAJC: And I'll piggyback on that. My prior motion was because of not only personal feelings, professional feelings, but also discussion that was being had amongst council before the affirmative vote to demolish the prior structure. With this one, with the -- if we're talking cracks in the stair rail, but we're talking a floor falling in from a second to a first floor. This one, I will vote in the affirmative in the demolish.

COUNCIL MEMBER JACKIE HARTLEY: I would have to agree on that also. This one is just -- I am not an engineer, but I can tell that that's -- that is no bueno is what they call it.

COUNCIL MEMBER JOHN KRAJC: It's not a

railing falling down.

COUNCIL MEMBER JACKIE HARTLEY: Yeah.

MAYOR BRENDA BETHUNE: Any discussion from the public? All those in favor?

COUNCIL MEMBER MIKE CHESTNUT: Aye.

COUNCIL MEMBER JOHN KRAJC: Aye.

COUNCIL MEMBER GREGG SMITH: Aye.

MAYOR BRENDA BETHUNE: Aye. All those opposed. Motion carries.

CITY ATTORNEY WILLIAM BRYAN: Madam Mayor, would you like me to prepare an order that reflects the will of council?

MAYOR BRENDA BETHUNE: Yes, please.

CITY ATTORNEY WILLIAM BRYAN: And would council like to give the city manager authority to execute those orders within ten days of today's hearing?

COUNCIL MEMBER MIKE CHESTNUT: Yes.

COUNCIL MEMBER JACKIE HARTLEY: Yes, sir.

MAYOR BRENDA BETHUNE: Yes.

CITY ATTORNEY WILLIAM BRYAN: Thank you.

MAYOR BRENDA BETHUNE: Thank you.

COUNCIL MEMBER GREGG SMITH: Can you

send me a copy?

CITY ATTORNEY WILLIAM BRYAN: Sure.

MAYOR BRENDA BETHUNE: Thank you everyone for being here and for your participation today. I'm going to hereby close this hearing and ask -- going back to our regular agenda, are there any communication from council at this moment?

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certify that the foregoing transcript is a true and accurate record of the proceedings.

Sonya M. Ledanski Hyde

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Date: January 5, 2022

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State of South Carolina	)	
	)	Court of General Sessions
County of Horry	)	2021-CP-26-07973
Bhambhani	)	
	)	
vs.	)	Transcript of Record
	)	
Thompson	)	

May 31, 2022
Horry, South Carolina

B E F O R E:

The Honorable Kristi F. Curtis, Judge.

A P P E A R A N C E S (All present by video or telephone):

Tucker S. Player
Attorney for the Plaintiff

Mike W. Battle
Attorney for the State

Amy Rottinghaus
Transcriber

THE COURT: Vishu Bhambhani v. Christopher Thompson. I see this is also an appeal from magistrate's court. Mr. Player, Mr. Battle?

MR. BATTLE: Mike Battle here representing the City of Myrtle Beach.

THE COURT: Okay. Mr. Player, you're here on behalf of the plaintiff? And Mr. Player, I can't hear you, sir. You're unmuted. Can you check maybe to see if you've got your speaker turned on? We can't hear you.

MR. PLAYER: How about now?

THE COURT: Yes, sir. Got you now.

MR. PLAYER: Wrong setting. There's kind of a preliminary issue. Mike and I have talked about it. He just wanted to go ahead with the meeting -- I mean, with the hearing.

My client, he owns a hotel. The city's told him he has to demolish it. We appealed it. That's what this is here today. And they also have a nuisance action that they prosecuted against him last year, I think, in August. And he hasn't been able to go the site since then, and that expires at the end of this year. And he's afraid if he goes out there, he gets arrested. Well, they had a fire at the hotel last month, and there was substantial damage. But my client doesn't feel like he's safe to go out there without the city's direction permission to inspect it. I would assumed he would

have done that by now, but he doesn't have insurance on the building. And this could very well make all of this moot.

I mean, if the building is burned beyond reconstruction -- because our position is this. There's three buildings. One has a definite problem with the staircase that our engineer believes he can fix within the value of the property. And there were two other buildings, including the oceanfront property, which was the most valuable in terms of a hotel. That's the one that burnt. So he's in the process of trying to sell the property to an investor that's buying a bunch of properties down there.

And I just thought maybe we delay it for 30, 60 days because he can't operate. He's under the nuisance order which is also on appeal. I just thought if this could work itself out on its own instead of going to the Court of Appeals -- because if either one of us loses, that's what we're going to do -- is just give us time, get permission from the city to go in there, inspect the damage, hopefully, finalize this deal with Mr. Piade (phonetic) so he can buy it because his -- I believe his intention is if he purchases it is to demolish everything on the site and just use the land. So that was my thought. Mike's not a fan of it, so I'll let him speak to it when he gets to speak.

With regards to the appeal, it's really simple, Your Honor. If you got to the record and you read pages 26 to 33,

you will understand everything that we're appealing. Basically, they have a guy named Chris Thompson. He owns no licenses from LLR. He had no training in construction that I'm aware of. He's not an engineer. He's just this guy, the construction expert. And he's never told my guy what he's supposed to do to fix these buildings. He admits in the hearing.

I mean, if you go back to page 26, I was asking him about, what do you do? What do your home inspectors do? The home inspectors use the building code. And I think there's a lot of confusion about what code's being used. He's using the international property maintenance code which is based on the international building code and the international electrical code.

If you go to the building code or the electrical code, it tells you all wires of this type for this function have to be of this size. They have to be installed this way. You have to have eight feet between joists. Maybe it's 12 feet. Now, they're a specification. So when you come and say, you violated code section 108.3.4, you go to it, and it says they're supposed eight feet apart. Well, then you know, obviously, he thinks they're not eight feet part. We need to go fix that.

That's not what happened. And there is nothing in the record in which they show us the cost of the repairs --

because the entire basis of their demolition order is that the cost to repair this building outweighs its value. They haven't told us the cost to repair. And in fact, Mr. Thompson said during -- on page 26, he said, no, sir. We do not tell people how to fix anything.

So then go to page 29, and we'll find out exactly what Mr. Thompson does because I asked him. On page 29, I said, so when you say, I looked at it. I took pictures, and it's unsafe, and you think an engineer can come up with a plan to repair that? And he says, I looked at it, and we took pictures. And we cited code violations and turned those over. Well, all you've got to do is scroll to the bottom of this and look at the code violations. They're just listed.

And you have to understand, Your Honor, these are not available anywhere at the Myrtle Beach -- online, anywhere. They reference them. They adopt them. You have to go buy these to figure out what he's citing as code violation. And if you dig into them -- which you can't because they didn't present the language of a single code that was violated except on this one. On page 47 of the record, you get the only two that they're trying to use to shut him down which is the building's unsafe. How? Which one? What do they have to do to fix it?

Nothing. They got nothing. That's fundamental due process. If you're going to take man's -- they say it's

300,000 dollars. We think it's more like 700,000 to a million considering what they've been paying for properties down there. So they want to take a 700,000 dollars from a man based on a guy that said, I walked up. I took pictures, and I think it's wrong. And he doesn't have a single shred of training to make that determination.

In fact, he said the fact that the railings were loose was a structural issue. That's a fundamental misunderstanding of construction law. Structure means it's going to collapse. And the violations are for sanitation, rat infection. And you have to realize the reason it's infected at this point is because of the city. The city said he couldn't go there in August of last year. And he's been trying to get them to clean the homeless out, but what happened since then is the homeless moved right back in, and they burned one of the buildings down. But this is his fault.

And they have not -- I mean, if you read pages 26 to 33 -- and the reason I stretch it to 33 is that counsel overtly demonstrated their bias against my client. That would be Mr. Lauder who has never had any training in legal. But I was asking my client -- see Mr. Thompson comes in and dumps an entire folder full of hearsay. It's nothing but hearsay. It's pictures and his letters. And he says, this is my case. Tear down the building. And then I got to cross him. The only testimony you got was when I crossed him.

But in that -- if you -- let me get back to page 33. Here we go. Line 14 on page 33. Man, you can't comment on anything that somebody else said without that person being here. So he shut my client down for hearsay, which I immediately point out. Well, Mr. Thompson did it about seven times, and nobody stopped him. Ignored me. Did not address it, moved on, and shut my client down.

This is a -- they are railroading him, Your Honor. He says on page 27, I'm not an engineer. How can a person that's not an engineer, is not a licensed home inspector, is not a licensed building inspector testify competently in any court of record in this jurisdiction without being qualified as an expert? Because he sure can't. He would be laughed out of any construction court in this state because he cannot testify to any of it. And when he testified, he didn't say anything.

Literally, the city's position is, we're going to look at it, and if we think we're wrong, we're going to make you go get an engineer and make you pay for the engineer to give us a report as to why we can't tear your building down. That's what the record shows. That can't be the law. There's no way. And I'll give Mike a chance to explain.

THE COURT: Okay.

Mr. Battle?

MR. BATTLE: Thank you, Judge. First of all, I do not know where Mr. Player is getting his information about Chris

Thompson. He's a business official for the City of Myrtle Beach. Under South Carolina law, you have to be a licensed official under the SCLLR. I don't know where he's coming up with that from, but it certainly wasn't brought up at the hearing, wasn't part of the record. And it's part of his -- I don't know where it's coming from.

Second of all, there are -- he is eligible and has testified and he is qualified to find violations of the code. The code is this, right here. It's very easy to get. You can get it in the libraries. I got it from Amazon. It cost me 14 dollars. Mr. Player's client is an owner of a building which is a safety hazard. It's been determined to be a safety hazard. It was determined to be a safety hazard almost a year ago -- not quite a year ago. And we're still trying to get something done with regard to getting it repaired.

We showed you 37 pictures. I can share the screen if you want to see them, but they're in the file in the PowerPoint presentation. Counsel heard it. They heard Mr. Player make his full presentation. They heard Mr. Bhambhani make his presentation. They heard the presentation of the building official. It is not the city's job to go out and design repairs for people. They are responsible for maintaining their own property. They are responsible for keeping it safe, and that's part of the code that's been adopted.

For Mr. Player to come in and say, oh, this all belongs

to the city, it's simply a red herring that is not true. And I have to call him on that. It is the job of the owner of the property to know what's wrong with his property, to have -- we point out the violations. They go and look at the violations, and then their engineer or whoever comes up and asks for a -- designs a fix or proposes a fix.

Here, we've been over -- this first arose out of complaints in July of 2021. It's been an interesting year because in October of 2021, it was determined to be a drug den and was closed as a public nuisance. Now, Mr. Player should know, if he doesn't know, that all he has to do is ask the Court who has control of this property to go in and say, will you allow my client to go in and do certain things and inspect the property? That has not occurred.

We would consent to allowing him to go onto his property to have his engineer to go there, but that has not been requested. And it certainly is not an issue that's before this Court. The other thing that is important is this is an appeal from an unsafe dwelling statutory violation. Mr. Bhambhani, the appellant, was given full opportunity -- notice and opportunity to be heard.

He was allowed to make his presentation first, to the building official, did not comply, did not make the presentation, then, was allowed to make a full presentation to the city council. City Council heard the thing, debated all

of the issues in the case. They debated the findings, and they made a finding -- a factual finding that the building -- the cost of repairing the buildings was not reasonable in light of the value of the buildings. That factual finding is something that the court is not allowed to substitute its judgment for the city council's finding.

If the Court were to decide that there were some arbitrary or capricious action that denied Mr. Bhambhani his rights, then the courts would have to refer it back to the city council to address whatever issues that are there. That's under the Peterson (phonetic) case. So the question here is is the condition of this building -- as a factual finding made by city council fairly debatable. If it is fairly debatable, which we contend it is, then the Court has to uphold the city council's finding. There's no arbitrary or capricious -- they listened to everybody. They debated the issues, and then they made the findings.

Mr. Bhambhani, during his testimony, testified that he had fixed the building. He had fixed the repairs. But if you look at the records, there's been no applications for permits pulled for the whole year to do anything to fix the building including electrical repairs or anything along those lines. He's not credible. And I'm afraid that maybe his attorney has may been misled or somewhere along the lines making these statements that the building official's not licensed or

trained to be the business official. Mr. Thompson is the head building official and in charge of construction services for the city of Myrtle Beach. He has been in this job --

THE COURT: It's a very deferential standard of review. Anything done by a zoning board. I mean, it's basically in any evidence standard.

MR. BATTLE: Right.

THE COURT: Even if I disagree with the rationale, even if I disagree with the conclusions, it's about as deferential a standard -- in fact, I think it is the most deferential standard out there.

MR. PLAYER: There has to be evidence, Your Honor. How much are the repairs going to cost?

THE COURT: I'm looking at the photos. Tell me there's not evidence. I'm looking at the photos submitted, so I can't substitute my decision for the decision of the Board.

MR. PLAYER: I believe -- I believe --

THE COURT: It's an any evidence standard.

MR. PLAYER: I believe that's inaccurate. I believe you review the facts de novo as you see them. We may not have a new hearing --

THE COURT: Give me one thing that says that the standard of review from the zoning board of appeals is --

MR. PLAYER: This is not -- this is not a zoning board of appeals, Your Honor. They are taking an 800,000-dollar

property. This is not the denial of a license. This is the city council deciding that he has to destroy a building that their own building official admitted at trial he was told by the engineer there were no structural issues. And they -- the basis of their claim is that the repair will cost more than the property's worth. I want Mr. Battle to show me where that number is anywhere in the record.

THE COURT: Okay. Thank you. I've heard from you. And I'm going to hear from Mr. Battle now.

Mr. Battle, is there anything else that you want to tell me, sir?

MR. BATTLE: No, Your Honor. You are correct. It's not limited to zoning boards. The cases are cited in the memorandum that I have submitted. And it contains the law and the statements along those lines. And as you have admitted, if you look at the pictures and those sorts of things as well as the testimony of Mr. Thompson, you will also note that Mr. Bhambhani only testified on behalf of himself. He said he had an engineer, but the engineer did not show up at the hearing, and all Mr. Bhambhani testified to was, I fixed it, or I think I can fix it.

He was an engineer, but he was an engineer from 1980 to 1985 for an oil company in Saudi Arabia. Our position is is that it's correct. The deferential standard is what controls, and there is clearly -- this is debatable. And it is an

unsafe property. Mr. Player's admitted there are certain things that are unsafe about it along those lines. His client has a responsibility.

And this thing has drug on long enough -- over a year. And it's time to try to put something into make this property safe. And Mr. Piade wants to buy it, if he wants to sell it, or if Mr. Player wants his client to tear it down and turn it into a parking lot which is highest and best use, there's nothing in this ruling and what you're doing to prevent him from doing that. The city is not standing in his way. It just wants to make this property safe, and we're asking this court to continue on with the process. Mr. Player has full rights to appeal. I understand that. But as far as we're concerned, we want to have this matter continue on and not stopped.

THE COURT: Mr. Battle, do you have any position with respect to the Court giving this gentleman permission to come on and inspect this property?

MR. BATTLE: No, Your Honor. We will be glad to -- I'll state that on the record. The actual judge who did the order -- and it's a temporary order which Mr. Player has appealed. But it was Judge DeBerry. But as far as I'm concerned, any judge's order is, as far as we're concerned, we will certainly respect it. And I would like to have some notes so I can notify -- officially notify the police or

anybody along those lines because we have had trespassers go on there, and somebody did go in and start a fire.

THE COURT: Okay. I'm trying to pull up. And I did not see that order of Judge DeBerry. It was that in this case or that's --

MR. PLAYER: It's in another case, Your Honor.

MR. BATTLE: I've got the order. It's -- it was Jimmy Richardson. It was 2021, CP260411404199. And the order states that all persons must vacate any unauthorized persons on the Carlsons' property after 30 days after the date of this order may be deemed a trespasser. Therefore, under no circumstances will Carlsons be occupied for any purpose until further order of this court.

However, I have no problem. You know, all I want is -- I don't want to get sideways with Judge DeBerry because he's the one who controls that. It's not the city. It's not me or the solicitor's office. It's Judge Barry who has that permission. We would be glad to consent to any email that wants to be sent by Mr. Player to Judge DeBerry or to you, we will be glad to consent to it. We just would like to have some sort of written parameters on what he can do and can't do on the property.

MR. PLAYER: Right. And back to what you just said, Mike, if all he's going out there is to inspect and let his engineer look at it, I don't think it necessarily violates the

order. But you know, the clients are just nervous. So that's all we would do is there would be no -- obviously, no operation of a business. There would be no remediation done to the property at this point since everything in litigation. I can draft that email.

And I want to clarify earlier, I was saying Chris does not have a license as a building inspector or an engineer or a homebuilder. He does have some kind of building code license, but that's all he has. That was my point was he has not been trained in engineering and the specifics of what it takes to determine what a structural defect is in a building. But I was just clarifying my issue. I wasn't making another argument, so --

THE COURT: Okay. And --

MR. PLAYER: And the reason for the delay is I didn't talk to Harry (phonetic) until yesterday and found out that he had not even been out there to look at it. I figured if your building is on fire, they'd let you go look at it. But he's too skittish to go, so --

THE COURT: Well --

MR. PLAYER: He used to have a guy on the ground that ran the hotel, and he died the middle of last year. So there's nobody there ever now, so --

THE COURT: If you all want -- if you want to submit a proposed order, or if you all would rather address Judge

DeBerry, I'm glad to do it either way so that your client just has a comfort level to go out to the property.

MR. PLAYER: Okay.

MR. BATTLE: My recommendation is that you simply do a Form 4 dismissing the appeal. He can then take that for whatever he wants to. If he wants a formal order, we'd be glad to prepare one, and that --

MR. PLAYER: That's fine.

MR. BATTLE: -- we can -- we can contact -- I mean, he can copy us on an email to Judge DeBerry. And then we would say we consent to having him go do the inspection, look at the property, and come back.

MR. PLAYER: As long as -- as long as Harry's got that email to show cops who show up --

MR. BATTLE: Right.

MR. PLAYER: -- then I think we're fine.

MR. BATTLE: Yeah. Just because of the fact that it's something under his -- it's under his discretion still.

MR. PLAYER: No, I understand your position. I agree with it. And that's -- my client certainly agrees with it. So I'll send the email, and if you consent to it and Judge DeBerry says we can go, then we'll -- I'll make sure there's a clear delineation that Harry can't do anything that changes the property or operates or that he's just going to inspect with his engineer. So --

MR. BATTLE: I just want to make sure that we're clear on that, and we'll be glad to accommodate Mr. Bhambhani in any way. If he's willing to tear -- I mean, what he basic order is is that he starts the process of tearing down the building. If he doesn't do it within a specific period of time, then the city has the right to go out and get the contractor to do it themselves. So it's not a situation where Mr. Bhambhani doesn't have a right to go on that property and look at it.

MR. PLAYER: Okay.

THE COURT: All right. Thank you, all.

MR. BATTLE: What are you going to do, Judge? Do you want a form order, or do you want to do a proposed order?

THE COURT: Well, I'm going to look through the file more carefully before I issue a final ruling. And then I will email you all with my final ruling on the appeal, and I'll let you all tell me at that point if you're good with the form order, or if you'd like a more formal order.

MR. BATTLE: Okay.

MR. PLAYER: Thank you, Your Honor.

THE COURT: All right. Thank you.

MR. BATTLE: Thank you, Your Honor. I think we're it.

THE COURT: Well, I think I've got one more.

MR. BATTLE: Oh, okay. Sorry. Well, good luck with it.

THE COURT: Thank you.

(End of Transcript of Record)

CERTIFICATE OF TRANSCRIBER

State of South Carolina)
)
County of Horry)

I, BROOKE BUFORD, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Horry County, South Carolina, on the 31st day of May, 2022.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

January 20, 2023

Brooke Buford

Brooke Buford, CDLT-183
Transcriber

Building Codes in Effect for South Carolina

The mandatory codes referenced in S.C. Ann. §6-9-50(1976, as amended), modified and adopted by the South Carolina Building Codes Council, must be enforced by every South Carolina municipality and county. Appendices to the mandatory codes may not be used by municipalities and counties unless the appendices are specifically adopted as a local modification by the Building Codes Council.

The latest edition of the "permissive codes" referenced in S.C. Code Ann. §6-9-60 (1976, as amended) may be adopted by municipalities and counties via ordinance.

Adoption of the mandatory codes and permissive codes does not include the chapters, sections or provisions addressing administrative policies or procedures. Administrative policies and procedures are the sole responsibility of each local jurisdiction. If the governing body of a local jurisdiction desires to use the administrative provisions in one or more of the adopted codes, it must first adopt the chapters or sections by ordinance. In lieu of adopting the administrative provisions contained in the adopted codes, the governing body of a local jurisdiction may develop specific administrative policies and procedures for the operation of its Building Inspection Department. If administrative policies and procedures are developed at the local level, they must be adopted by ordinance before they can take effect.

On August 22, 2018, the Council modified and approved appendices and mandatory codes to be used in every South Carolina municipality and county. The Council established the implementation date for local jurisdictions as January 1, 2020. The mandatory codes are:

2018 International Building Code with SC modifications; or 2018 South Carolina Building Code
2018 International Residential Code with SC modifications; or 2018 South Carolina Residential Code
2018 International Fire Code with SC modifications; or 2018 South Carolina Fire Code
2018 International Plumbing Code; or 2018 South Carolina Plumbing Code
2018 International Mechanical Code with SC modifications; or 2018 South Carolina Mechanical Code
2009 International Energy Conservation Code
2018 International Fuel Gas Code with SC modifications; or 2018 South Carolina Fuel Gas Code
2017 National Electrical Code (NEC) with SC modifications

The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the Accessibility Act, S.C. Code Ann. § 10-5-210 et seq., and mandatory for use in all municipalities and counties within the State. Although other standards for building accessibility exist, the latest published edition of the ICC/ANSI A117.1 is the only accessibility document required by state law to be enforced by the local building officials. All plan reviews and inspections conducted by local building inspection departments, therefore, will be based on ICC/ANSI A117.1. It is important to note, however, that other accessibility documents are also law and cannot be ignored. Legal action can be taken against a building owner, manager or any person involved in the design or construction/renovation of a building or structure requiring accessibility under any of the accessibility laws. Therefore, before construction or renovation of a building or structure that requires accessibility is started, all applicable accessibility laws should be considered.

Additional accessibility laws that must be considered and their enforcement entities include the: Americans with Disabilities Act (ADA), published and enforced by the US Department of Justice (DOJ); Fair Housing Act Amendments of 1988, published and enforced by the US Department of Housing and Urban Development (HUD); and, South Carolina Fair Housing Law, published and enforced by the SC Human Affairs Commission.

The Building Energy Efficiency Standards Act is adopted by statute and mandatory for use in all jurisdictions within the state.

S.C. Code Ann. § 6-9-60 (1976, as amended), allows municipalities and counties to adopt the latest editions of the following nationally recognized codes. These "permissive codes" must first be adopted by ordinance before enforcement can begin. The permissive codes are the latest editions of the International Property

Maintenance Code; International Existing Building Code; International Performance Code; and International Swimming Pool and Spa Code(Note that while the International Existing Building Code is a permissive code in South Carolina, this code was adopted by reference in the International Building Code (Chapter 34) which is a mandatory code. In 2012, the Council moved this International Building Code reference to the International Existing Building Code to Chapter 1 Administration, Section 101.4.7 of the South Carolina Building Code. As such, the South Carolina Existing Code is still a permissive code).

Order copies of the International Codes, the National Electrical Code, or the ICC/ANSI A117.1 document.

Code Adoption History:
The following information is provided for research purposes and may be used to verify the official dates for which local jurisdictions were or are required to enforce certain editions of the mandatory building codes.

The International Code Series was developed as a joint project by the Southern Building Code Congress, International, the International Conference of Building Officials and the Building Officials and Code Administrators, International (referred to as model code organizations) and replaced the Standard, National and Uniform Building Code Series. The 1997 Editions of the Standard, National and Uniform Codes (which were regional), and the 1995 Edition of the CABO One and Two Family Dwelling Code (which was national), were the last to be published. The International Building Code Series replaced those documents and provided a single set of National Codes. Simultaneously, the three model code organizations merged and created the International Code Council. All codes, training, and Code Enforcement Officer Certification examinations for the State of South Carolina are now based on the International Code series.

Prior to June 13, 1997, local jurisdictions that desired to adopt building codes were permitted to do so by local ordinance. If a jurisdiction did adopt building codes, it was required to adopt only the codes authorized by the Building Codes Act. Once adopted, the jurisdiction was obligated to continue the adoption of each new edition within one year after it was made available by the publisher. The implementation date for enforcement was established by the local jurisdiction.

Starting July 13, 1997, all local jurisdictions that did not legally "opt-out" of the mandatory building code program were required to adopt building codes by local ordinance, after they were authorized by the Council. The Council was also required to establish the date of implementation for each of the adopted codes.

Beginning July 2, 2003, the Council was charged with the responsibility for adopting all mandatory building codes and establishing the date of implementation for the local jurisdictions.

Starting with the 2006 code adoption cycle, the Council, instead of the local jurisdictions, began adopting the appendices as needed.

Building codes authorized or adopted by the Building Codes Council and their corresponding implementation dates, starting with the current codes and going back to the 2000 International Code Series, include the following:

Codes Adopted	Adoption Date	Implementation Date
2018 International Residential Code	August 22, 2018	January 1, 2020
2018 International Building Code	August 22, 2018	January 1, 2020
2018 International Fire Code	August 22, 2018	January 1, 2020
2018 International Plumbing Code	August 22, 2018	January 1, 2020
2018 International Mechanical Code	August 22, 2018	January 1, 2020
2018 International Fuel Gas Code	August 22, 2018	January 1, 2020
2009 International Energy Conservation Code [1]	April 2, 2012	January 1, 2013
2017 National Electrical Code	August 22, 2018	January 1, 2020

2015 International Residential Code	August 29, 2012	July 1, 2016
2015 International Building Code	August 29, 2012	July 1, 2016
2015 International Fire Code	August 29, 2012	July 1, 2016
2015 International Plumbing Code	August 29, 2012	July 1, 2016
2015 International Mechanical Code	August 29, 2012	July 1, 2016
2015 International Fuel Gas Code	August 29, 2012	July 1, 2016
2009 International Energy Conservation Code [1]	April 2, 2012	January 1, 2013
2014 National Electrical Code	August 29, 2012	July 1, 2016
2012 International Residential Code	August 29, 2012	July 1, 2013
2012 International Building Code	August 29, 2012	July 1, 2013
2012 International Fire Code	August 29, 2012	July 1, 2013
2012 International Plumbing Code	August 29, 2012	July 1, 2013
2012 International Mechanical Code	August 29, 2012	July 1, 2013
2012 International Fuel Gas Code	August 29, 2012	July 1, 2013
2009 International Energy Conservation Code [1]	April 2, 2012	January 1, 2013
2011 National Electrical Code [2]	August 29, 2012	July 1, 2013
2009 International Residential Code	March 22, 2010	Not Implemented [3]
2009 International Building Code	March 22, 2010	Not Implemented [3]
2009 International Fire Code	March 22, 2010	Not Implemented [3]
2009 International Plumbing Code	March 22, 2010	Not Implemented [3]
2009 International Mechanical Code	March 22, 2010	Not Implemented [3]
2009 International Fuel Gas Code	March 22, 2010	Not Implemented [3]
2008 National Electrical Code	March 30, 2009	July 1, 2009
2006 International Residential Code [4]	November 28, 2007	July 1, 2009
2006 International Building Code	November 28, 2007	July 1, 2008
2006 International Fire Code	November 28, 2007	July 1, 2008
2006 International Plumbing Code	November 28, 2007	July 1, 2008
2006 International Mechanical Code	November 28, 2007	July 1, 2008
2006 International Fuel Gas Code	November 28, 2007	July 1, 2008
2006 International Energy Conservation Code [1]	November 28, 2007	July 1, 2008
2005 National Electrical Code	February 22, 2006	July 1, 2007
2003 International Residential Code	May 26, 2004	July 1, 2005
2003 International Fuel Gas Code	May 26, 2004	July 1, 2005
2003 International Building Code	May 26, 2004	January 1, 2005
2003 International Fire Code	May 26, 2004	January 1, 2005
2003 International Plumbing Code	May 26, 2004	January 1, 2005
2003 International Mechanical Code	May 26, 2004	January 1, 2005
2003 International Energy Conservation Code	May 26, 2004	January 1, 2005
2002 National Electrical Code	May 22, 2002	July 1, 2002
2000 International Residential Code	May 24, 2000	July 1, 2002
2000 International Energy Conservation Code	May 24, 2000	July 1, 2001
2000 International Building Code	May 24, 2000	July 1, 2001
2000 International Fire Code	May 24, 2000	July 1, 2001
2000 International Plumbing Code	May 24, 2000	July 1, 2001
2000 International Mechanical Code	May 24, 2000	July 1, 2001
2000 International Fuel Gas Code	May 24, 2000	July 1, 2001

Footnotes:

1. The 2006 International Energy Conservation Code (IECC) was adopted by the SC Legislature as the minimum standard for compliance with the State Energy Standard, thus removing it from the normal adoption process. The legislature updated the IECC to the 2009 Edition during the 2012 legislative session

(Act 143) with an effective date of January 1, 2013. Future updated versions must also be adopted by statutory amendment.

2. The Building Codes Council included the adoption of the National Electrical Code with the International Code Series, starting with the 2012 Code Adoption Cycle.

3. The 2009 International Code Series was formally adopted by the Building Codes Council May 10, 2010. Implementation did not occur, however, due to a request to remove the regulations from the administrative procedures process by the South Carolina House Labor, Commerce and Industry Committee.

4. The implementation date for the International Residential Code was delayed until July 1, 2009 by 2008/2009 budget proviso 182 (65.10).

History of the SC Energy Standards

The SC Energy Standards started as House Bill 2863 (Act 156) and became effective 7/6/1979. The standards were adopted as state law and were applicable and mandatory in every municipality and county in South Carolina.

In 1979, the State Standard referenced "the current addition of Appendix J Energy Conservation' of the 1979 edition of the Standard Building Code, which in turn referenced the "Code for Energy Conservation in New Buildings" (published jointly by the Southern Building Code Congress, International Conference of Building Officials and Building Officials, Code Administrators International and National Conference of States for Building Codes and Standards) and "ASHRAE Standard 90" as methods of compliance with state law.

In 1982, the State Standard was automatically updated to reference Appendix J of the 1982 edition of the Standard
Building Code, which referenced the "Code for Energy Conservation in New Buildings", and "ASHRAE Standards
90A and 90B" as methods of compliance.

In 1985, the State Standard automatically updated to reference Appendix J of the 1985 edition of the Standard Building Code, which referenced the "CABO Model Energy Code" (published by the Council of American Building Officials) and "ASHRAE Standards 90A and 90B" as methods of compliance.

In 1988, the State Standard automatically updated to reference Appendix J of the 1988 edition of the Standard Building Code, which referenced the "CABO Model Energy Code" and "ASHRAE Standards 90A and 90B" as methods of compliance.

In the 1991 edition of the Standard Building Code, the Energy Conservation provisions were moved from Appendix J to Appendix E. The State Standard, however, continued to reference Appendix J of the Standard Building Code. Appendix E referenced the "CABO Model Energy Code" and "ASHRAE Standards 90.1" as methods of compliance.

In the 1994 and 1997 editions of the Standard Building Code, the Energy Conservation provisions remained in Appendix E. The State Standard continued to reference Appendix J of the Standard Building Code. Appendix E referenced the "CABO Model Energy Code" and "ASHRAE Standards 90.1" as methods of compliance.

On July 1, 2001, the State implemented the 2000 edition of the International Building Code and on July 1, 2002, the State implemented the 2000 edition of the International Residential Code. The State Standard, however, continued to reference Appendix J of the Standard Building Code.

In 2005, the State implemented the 2003 editions of the International Building and Residential Codes. The State Standard continued to reference Appendix J of the Standard Building Code.

In 2008, the State implemented the 2006 edition of the International Building Code, and in 2009, the State implemented the 2006 edition of the International Residential Code. The State Standard, however, continued to reference Appendix J of the Standard Building Code.

On July 1, 2009, by Act 46 (H3550), the SC Energy Standard was updated to the 2006 International Energy Conservation Code for all commercial and residential buildings.

On April 2, 2012, by Act 143 (H4639), the SC Energy Standard was updated to the 2009 International Energy Conservation Code for all commercial and residential building.

§ 10-41 TO §10-48 Ordinances of the City of Myrtle Beach, S.C.

- **Sec. 10-41. - Definitions.**

  The following terms, whenever used or referred to in this article, shall have the following respective meanings for the purposes of this article, unless a different meaning clearly appears from the context:

  Close and secure or *closing and securing* means compliance with the provisions of this chapter regarding minimum standards for uninhabited or vacant buildings.

  Dwelling means any residential or commercial building or structure, or part thereof, having been used or currently being used and occupied, or intended to be used or occupied for human habitation, however slight or transitory, and includes any other structures, outbuilding appurtenances belonging thereto or usually attached to or enjoyed as part of human habitation of the primary premises.

  Habitation means the act of inhabiting by a human for any length of time, unrelated to the owners or parties in interest acting to preserve, maintain, repair or inspect the property.

  Owner means record fee title owners having a legal or equitable interest in, owning, leasing, occupying, controlling, or possessing in any manner any lot or parcel of real property as reflected in the public records of Horry County.

  Parties in interest means record fee title owners, beneficiaries of any trust holding title to any real estate, trustees, conservators, guardians, executors, administrators, individual(s), partnership(s), firm(s) or corporation(s) having a legal or equitable interest in, owning, leasing, occupying, controlling, or possessing in any manner any lot or parcel of real property as reflected in the public records of Horry County, specifically including rights acquired by note, mortgage, lien or other publicly recorded document that provides for the right of entry to preserve an asset.

Public officer means the building official, fire marshal, code officials or other officers who are authorized by ordinances adopted hereunder to exercise the powers prescribed by such ordinances and by this article, or any housing authority or any officer who is in charge of any department or branch of the government of the municipality or state relating to health, fire or building regulations or to other activities concerning dwellings in the municipality.

(Ord. No. 2013-8, 1-22-13)

- **Sec. 10-42. - Responsibilities relating to occupied or unoccupied property.**

  The owner, occupants or parties in interest shall maintain the dwelling's interior and exterior in compliance with the requirements of the International Property Maintenance Code and other applicable codes, as adopted in their most current editions, and shall be responsible for maintaining all vacant dwellings in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

  (Ord. No. 2013-8, 1-22-13)

- **Sec. 10-43. - Council's determination of existence of unfit dwellings.**

  The city council has determined that there exist in the city dwellings which are unfit for human habitation due to (a) dilapidation, (b) defects increasing the hazards of fire, accidents or other calamities, (c) lack of ventilation, light or sanitary facilities, or (d) other conditions rendering such dwellings unsafe or insanitary, dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of such municipality, and that the city should exercise its police powers to cause the owner or parties in interest of record to repair, close or demolish any such dwelling that should not be inhabited in the manner herein provided, and upon failure of the owner to act, to either close and secure, or demolish the dwelling.

(Ord. No. 2013-8, 1-22-13)

- **Sec. 10-44. - Public officer authority.**

  A public officer is authorized to determine that a dwelling is unfit for human habitation if he finds that conditions exist in such dwelling that are dangerous or injurious to the health, safety or morals of the occupants of such dwelling or the occupants of neighboring dwellings or other residents of such municipality. Such conditions may include, but are not limited to defects therein increasing the hazards of fire, accident or other calamities; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; uncleanliness; failure to comply with the maintenance and upkeep requirements of the most current adopted version of the International Property Maintenance Code, or other such state required locally adopted code that shall provide additional standards to guide the public officer, public authority or his agents in determining the fitness of a dwelling for human habitation.

  (Ord. No. 2013-8, 1-22-13)

- **Sec. 10-45. - Public officer powers.**

  In order to carry out the duties contained within this chapter, the public officer shall have the power:

  (1)

  To investigate the dwelling conditions in the municipality in order to determine which dwellings therein are unfit for human habitation;

  (2)

  To administer oaths and affirmations, examine witnesses and receive evidence;

  (3)

  To enter upon premises for the purpose of making examinations, provided such entries be made in such manner as to cause the least

possible inconvenience to the persons in possession; further to enter any dwelling, store or other building and premises to inspect them, without molestation from anyone; provided however, that a private residential dwelling or premise may not be entered without permission or without an administrative warrant, unless there exists immediately ascertainable probable cause to believe that a violation of provisions respecting fire laws exists creating an imminent danger to persons or property, or there exists imminent danger to the occupant thereof;

(4)

To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of the ordinances;

(5)

To delegate any of his functions and powers under the ordinances to such officers and agents as he may designate under authority of the manager; and

(6)

To cause such dwelling to be vacated and closed in its order; and the public safety and housing officer may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful," should the safety of the public be in immediate jeopardy.

(Ord. No. 2013-8, 1-22-13)

- **Sec. 10-46. - Public officer's investigation, complaint, public hearing and order.**

(a)

Investigation. Acting on his inspection and own motion, or whenever a petition is filed with the public officer by at least five residents of the

municipality charging that any dwelling is unfit for human habitation, the public officer shall investigate the existence an unfit dwelling.

(b)

Complaint and hearing. If his preliminary investigation discloses a basis for such charges, he shall issue and cause to be served upon the owner of and all parties in interest in such dwelling a complaint stating the charges in that respect, and containing a notice that a public hearing will be held before the public officer or his designated agent at a time and place therein fixed, to be held not less than five days nor more than fifteen days after the date of the complaint, excluding Saturday, Sunday and legal holidays. The public hearing will be conducted at the time and place therein fixed, unless the owner or parties in interest request a continuance, provided however, only one continuance may be extended upon good cause shown, and the extension may not exceed five days, excluding Saturday, Sunday and legal holidays. A copy of the public officer's complaint shall be filed in the Horry County Register of Deeds by the city attorney. Such filing of the complaint or order shall have the same force and effect as other lis pendens or lien notices provided by law.

(c)

Answer and public hearing before public officer. The owner and parties in interest have the right to file an answer to the complaint with the public officer and in like manner in Horry County as the complaint, and to appear in person at the public hearing and give testimony at the place and time fixed. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the public officer.

(d)

Official's order. After the hearing, if the public officer determines that no just cause has been shown as to why dwelling should remain unfit and in disrepair, and further that the dwelling under consideration is unfit for human habitation due to its unfitness and disrepair, within two days after the hearing, he shall state in writing his findings of fact

in support of such determination, including the time allowed for compliance.

(1)

If the repair, alteration or improvement of the dwelling can be made at a reasonable cost in relation to the value of the dwelling, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling to render it fit for human habitation or to vacate and close the dwelling as a human habitation; or

(2)

If the repair, alteration or improvement of such dwelling cannot be made at a reasonable cost in relation to the value of the dwelling, requiring the owner, within the time specified in the order, to remove or demolish such dwelling.

He shall issue and cause to be served upon the owner thereof an order regarding the property. A copy of the public officer's order shall be filed in the Horry County Register of Deeds by the city attorney.

(e)

Owner's response to the order. If the owner complies with the order to repair, alter or improve, or to vacate and close and secure the dwelling with the time established, the complaint and order are satisfied, and the complaint and order filed in the Horry County land records shall be nullified by the city attorney. If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling within the time set forth in the order, the public officer may act close and secure the property if unsecured, and may post the structure as unfit for human habitation, if the violations rise to the level that human habitation is would be injurious, or the public officer may provide notice to the manager of the failure of the owner or parties in interest to comply with the order.

(Ord. No. 2013-8, 1-22-13; Ord. No. 2015-33, 4-28-15)

- **Sec. 10-47. - Council sets show cause hearing; council order.**

(a)

To set show cause hearing date. If the public officer's order is not obeyed within the time in the order, the public officer shall provide notice of failure to the parties and the manager that the matter will be the subject of a rule to show cause hearing before city council at the second city council meeting date that occurs after the notice of failure. Upon notice by the public officer to the manager of the failure of the person to either repair or demolish as ordered, the manager shall place the matter on the agenda for city council for a show cause hearing. Notice of failure shall be provided in the same manner as the complaint.

(b)

Show cause hearing. At the show cause hearing, the public officer shall present his case to city council to issue its order to cause such unrepaired dwelling to be removed or demolished; and the owner or parties in interest shall be given the right to present evidence and testimony to show cause why the property should not be demolished or repaired, or other such facts for council's consideration. Parties have the right to be provided written notice of this hearing, the right to be represented by counsel, the right to present testimony and evidence and the right to cross-examine witnesses. The proceedings will be recorded. These proceedings will not be conducted under the strict application of the rules of evidence. Council may allow a brief introductory statement by both parties. The person seeking the closing and securing, repair or demolition may then present testimony, exhibits or witnesses, who shall then be subject to cross-examination. The person opposing the closing and securing, repair or demolition may then present testimony, exhibits or witnesses, who shall then be subject to cross-examination. All witnesses are to be sworn by the city clerk. Any exhibits for this body to consider must be marked by the clerk. Objections to testimony and evidence may be made to preserve the record. Testimony and exhibits may be accepted either with no objection or over objection. The council may direct questions to any sworn witness. Council may permit the parties to make brief closing remarks.

(Ord. No. 2015-33, 4-28-15)

Editor's note— Ord. No. 2015-33, adopted April 28, 2015, amended § 10-47 in its entirety to read as herein set out. Former § 10-47, pertained to council sets rules to show cause hearing date; show cause hearing council order, and derived from Ord. No. 2013-8, adopted Jan. 22, 2013.

- **Sec. 10-48. - Council's standard of review in show cause hearing; order.**

(a)

Decision, no interior work, manager to act. Acting in discretion, the council shall make such decision as it deems fair and just for public health safety and welfare, and of the owner of the property. In a rule to show cause hearing, the city council will act in a quasi-judicial capacity to determine if the owner should vacate, close and secure, repair to current code standards or demolish the structure. In light of the legal complications, risks and liabilities arising acting as a contractor, the city shall not refurbish, repair, remodel any interior of a structure. The council will express its decision after public deliberation and through majority vote at the show cause hearing. The council may authorize the manager to execute a written order within ten days of the public hearing. The order shall be served as prescribed in this division.

(b)

Council's finding of unfit, but structurally sound, reasonable repair cost in relation to structure value.

(1)

If the dwelling is occupied, and the council should find the dwelling unfit for human habitation, but structurally sound, the council may order the owner or parties in interest to cause the dwelling to be vacated, and then closed and secured, if the potential repairs can be made at a reasonable cost in relation to the structures assessed value as shown by Horry County public records.

(2)

If the dwelling is unoccupied, and the council should find the dwelling unfit for human habitation, but structurally sound, the council may order the owner or parties in interest to cause the dwelling to be closed and secured if the potential repairs can be made at a reasonable cost in relation to the structure's assessed value as shown by Horry County public records.

(c)

Council's finding of unfit, unreasonable repair cost in relation to structure value. Whether occupied or unoccupied, and the council find the dwelling is unfit for human habitation, and the cost of potential repairs cannot be made at a reasonable cost in relationship to the structure's assessed value as shown by Horry County public records, the council may order the owners or parties in interest to cause the dwelling to be vacated if occupied, and the owner or parties in interest to demolish the dwelling within the time set forth in the order.

(Ord. No. 2013-8, 1-22-13)

Sec. 6-300. - Code adoption; conflicting provisions.

(a)

Pursuant to South Carolina Title 6, Chapter 9, as may be amended by the General Assembly, the City of Myrtle Beach hereby adopts the latest editions of the following national codes and the standards referenced, or as adopted by the South Carolina Building Codes Council, as set forth herein for the regulations of construction within the City of Myrtle Beach: building, residential, gas, plumbing, mechanical, fire and energy codes as promulgated, published, amended or made available by the International Code Council Inc., and the National Electrical Code as published by the National Fire Protection Association, including the International Property Maintenance Code. Each code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. and the National Fire Protections Code. Any provision identifying the jurisdiction shall be deemed to be the City of Myrtle Beach. A file of record of these codes is in the offices of the city clerk and building official.

International Building Code (excluding Appendix A and B);

International Residential Code;

International Property Maintenance Code;

International Mechanical Code;

International Plumbing Code;

International Fuel Gas Code;

International Energy Conservation Code;

International Fire Code (See Chapter 9 of this Code of Ordinances).

(b)

Deemed excluded from adoption is any code or appendix provision, or part thereof, which concerns:

(1)

A department or official name or nomenclature;

(2)

The appointment, liabilities, qualifications, removal, dismissal and duties of the building official, any other city official or employee or appeals board;

(3)

Establishment of fees; or

(4)

Procedures or processes, including notices and appeals, in the abatement of nuisances, demolition of unfit or unsafe dwellings, weed control and debris removal which are contained in Chapter 10 of the Code of Ordinances of the City of Myrtle Beach.

(c)

The fees for permits shall be as established in an ordinance adopted by city council.

(Ord. No. 2013-4, 1-22-13; Ord. No. 2013-63, 9-24-13)

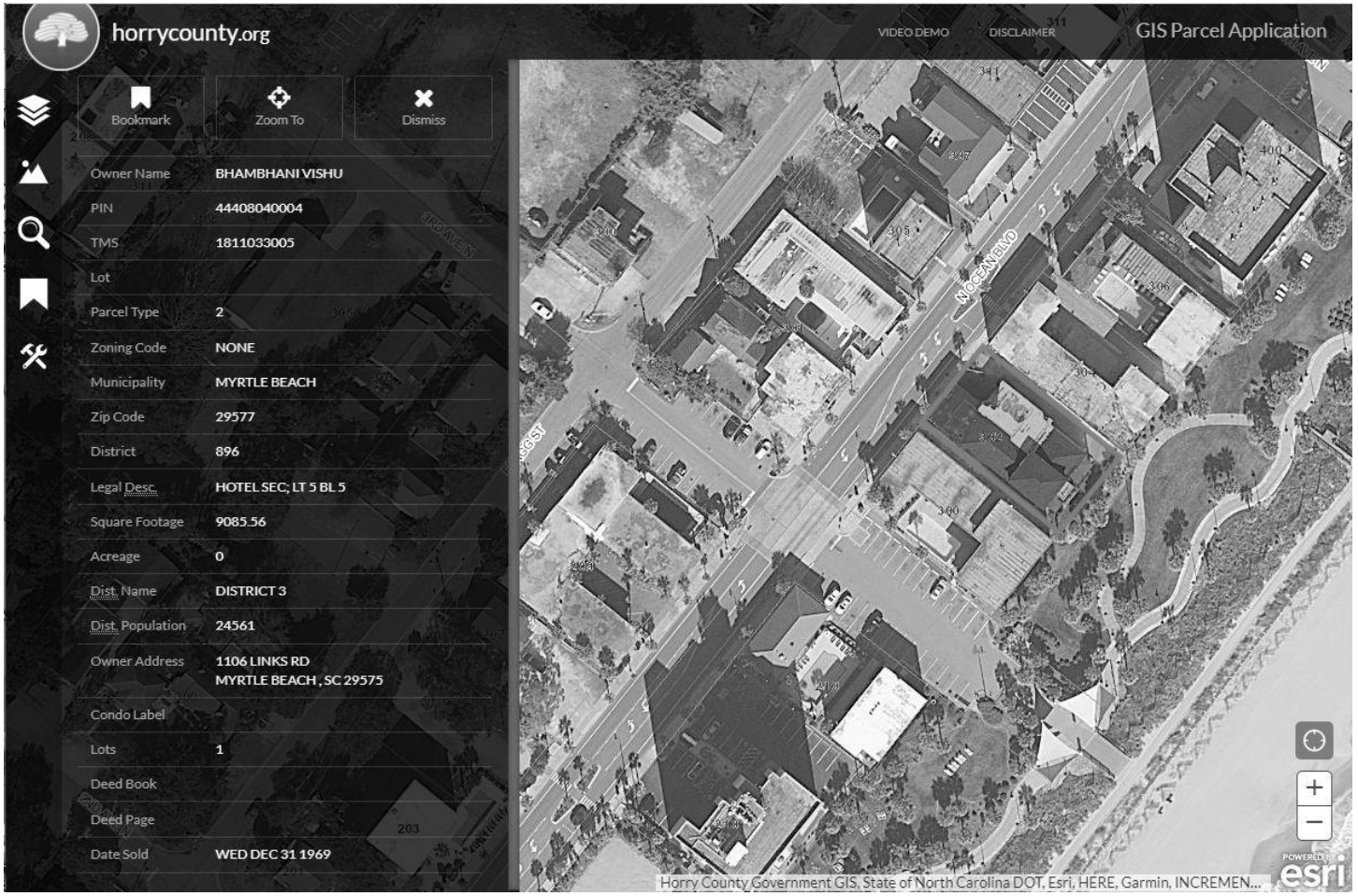
302 N OCEAN BLVD

TMS # 181-10-33-005 / PIN # 444-08-04-0004

OWNER:
VISHU BHAMBHANI

EXHIBIT # 1

SITE MAP


horrycounty.org
VIDEO DEMO
DISCLAIMER
GIS Parcel Application
Bookmark
Zoom To
Dismiss
Owner Name BHAMBHANI VISHU
PIN 44408040004
TMS 1811033005
Lot
Parcel Type 2
Zoning Code NONE
Municipality MYRTLE BEACH
Zip Code 29577
District 896
Legal Desc HOTEL SEC; LT 5 BL 5
Square Footage 9085.56
Acreage 0
Dist Name DISTRICT 3
Dist Population 24561
Owner Address 1106 LINKS RD
MYRTLE BEACH , SC 29575
Condo Label
Lots 1
Deed Book
Deed Page
Date Sold WED DEC 31 1969
N OCEAN BLVD
Horry County Government GIS, State of North Carolina DOT, Esri, HERE, Garmin, INCREMEN...
esri

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July 16, 2021

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TO
PEDESTRIANS
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July 16, 2021

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PHOTO SITE # 12

PHOTO SITE # 13

Record on Appeal Page 207

PHOTO SITE # 14

Record on Appeal Page 208

PHOTO SITE # 15

PHOTO SITE # 16

Record on Appeal Page 210

PHOTO SITE # 17

PHOTO SITE # 18

PHOTO SITE # 19

PHOTO SITE # 20

PHOTO SITE # 21

Record on Appeal Page 216

PHOTO SITE # 22

Record on Appeal Page 216

PHOTO SITE # 23

PHOTO SITE # 24

PHOTO SITE # 25

PHOTO SITE # 26

Record on Appeal Page 220

PHOTO SITE # 27

PHOTO SITE # 28

Record on Appeal Page 222

PHOTO SITE # 29

PHOTO SITE # 30

PHOTO SITE # 31

PHOTO SITE # 32

PHOTO SITE # 33

PHOTO SITE # 34

PHOTO SITE # 35

PHOTO SITE # 36

PHOTO SITE # 37

TITLE

TMS: 181-10-31-005 PIN: 443-05-03-0040 (Lots 5-6 & 12)
TMS # 181-10-33-005 PIN: 444-08-04-0004 (Lot 5 & 5)

TOWNSHIP Dogwood Neck

SUBDIVISION/HPR (CORA Hote

LOT/UNIT 5-6 & 5 BLOCK/PHA

OWNER (S)	DATES OWNED	ADVERSE CONVEYANCES	MORTGAGES	JUDGMENTS &FEDERAL TAX LIENS	LIS PEND-ENS	SUITS PENDING	MECH LIENS	FED TA LIEN / S.C. TA LIEN
Bhambhani Vishu		702-721	~~440-384~~ C.	✓	✓	✓	✓	✓
Bhambhani Harkishin	10/8/79 11/5/80	(692-753) ~~722-593~~ ~~-699~~ ~~736-452~~ ~~746-497~~ ~~880~~	~~815-444 C~~ ~~820-345 C~~ ~~834-628~~ ~~707-469~~ ~~707-447~~ ~~710-919~~ ~~676-729 C~~ ~~698-136 C~~ ~~r 133 C~~				✓	✓
Harmon Warren Chandler	10/8/79 10/9/79 ↑ 8/19/60	656-265 ~~621-70~~ ~~630-213~~ ~~234-1165~~ (264-502) 301-62 ~~460-499~~ ~~477-97~~	~~80 84 86 88~~ ~~557-152 C~~ ~~285-272 C~~ ~~519-799 C~~ ~~285-605 C~~ ~~414-345 C~~ ~~444-403 C~~ ~~419-350 C~~ ~~316-594 C~~					
Harmon Enterprises, Inc.	2/10/71 ↑ 2/15/61	575-719	✓					

GSWAS (COMPUTER) ____ SEE COPY ____ NOT LISTED ✓

SCTC TAXES ✓ SEE COPY ____ NOT LISTED

19 ✓ DBW

FRONT FOOT ASSESSMENT ____ SEE COPY ____ NOT LISTED

PERSONAL PROPERTY TAXES ✓ SEE COPY ____ NOT LISTED

ROLLBACK TAXES ____

MOBILE HOME TAXES ____

DEED

15916

TIMESAVER BLANK NO. 7 - TITLE TO REAL ESTATE
PRIVATE PERSON TO PRIVATE PERSON
TIMESAVER PUBLISHING CO., CONWAY, S. C.

STATE OF SOUTH CAROLINA,

COUNTY OF HORRY

FILED HORRY COUNTY
'80 NOV -5 P 2:50
BILLIE G. RICHARDSON
CLERK OF COURT

I Certify $ 281.00 Horry County Documentary Tax has been paid on this instrument.

Billie G. Richardson

BILLIE G. RICHARDSON
Clerk of Court

Know all Men by these Presents,

That Harkishin T. Bhambhani

in the State aforesaid for and in consideration of the sum of Two Hundred Sixty One Thousand DOLLARS

to him paid by Vishu Bhambhani
5900 Manchester, #214, Houston, TX, 77036

in the State aforesaid, (Receipt whereof is hereby acknowledged) Harkishin T. Bhambhani

have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Vishu Bhambhani, his heirs and assigns, forever, all of his one-third (1/3) undivided interest in and to the following described property, to-wit:

TRACT ONE (PARCEL NO. ONE):

All and singular all that certain, piece, parcel or lot of land situate, lying and being in Myrtle Beach, Horry County, South Carolina and being shown and designated as Lot 5 of Block 12 of the Hotel Section as is shown on a map made by Robert L. Bellamy and Associates, dated May 11, 1973, and recorded in the Office of the Clerk of Court for Horry County in Plat Book 55 at Page 137, reference to which is craved as forming a part of this description. Said lot being more particularly described as follows: Beginning at an iron on the northwestern edge of Ocean Boulevard and running thence S. 38° 45' 33" west 70' to a corner; thence turning and running N. 51° 27' 45" 120' to a corner on the southeastern edge of Flagg Street; thence turning and running N. 38° 45' 33" E. 70' to a corner; thence turning and running S. 51° 27' 45" E., 120' to the point of beginning.

(PARCEL NO. TWO)

All and singular that certain piece, parcel or lot of land situate, lying and being in Myrtle Beach, Horry County, South Carolina and being shown and designated as the northeastern portion of Lot 10, Block 22, Hotal Section, as is shown on a map made by Robert L. Bellamy and Associates, dated May 11, 1973, and recorded in the Office of the Clerk of Court for Horry County in Plat Book 55 at Page 137, reference to which is craved as forming a part of these presents. Said lot being more particularly described as follows: Beginning at an iron on the northwestern edge of Flagg Street at the dividing line between Lots Nos. 9 and 10 of Block 22 of the Hotel Section, and running thence S. 38° 45' 33" W., 68.8' to a corner; thence turning and running N. 50° 56' 49" W., 55.55' to a corner; thence turning and running N. 38° 32' 15" E. 68.3' to a corner; thence turning and running S. 51° 27' 45" E. 55.82' to the point of beginning.

BILLIE G. RICHARDSON, C.C.C.

BOOK 682 PAGE 753

692-753

TRACT TWO:

All and singular, all that certain piece, parcel or lot of land situate, lying and being in Myrtle Beach, Dogwood Neck Township, County and state aforesaid, and being more particularly described as Lot 5 of Block 5 of the Hotel Section made by N. C. Hughes, Jr., Engineer, dated November 1933, and recorded in the Office of the Clerk of Court for Horry County in Plat Book 1 at Page 116, reference to which is craved as forming a part of these presents.

TRACT THREE:

All and singular, all that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Myrtle Beach, Dogwood Neck Township, County and State aforesaid, and being known and designated as Lot No. 6, of Block No. 12 of the Hotel Section of Myrtle Beach, as is shown on a map of Myrtle Beach lots made by N. C. Huggins, Jr., Plat Book 1 at Page 116, Engineer, dated November 1933, and recorded in the Office of the Clerk of Court for Horry County in Plat Book 1 at Page 116, reference to which is craved as forming a part of these presents.

ALSO all of the grantors interest in the following described portion of Flagg Street which is a street in the city of Myrtle Beach. The area conveyed is a 6' strip of Flagg Street adjoining to and abutting the back end of Lot 6, Block 12, Hotel Section. This 6' strip of Flagg Street extends above lot from its present back boundary, 6' into Flagg Street which 6' strip was closed by order of the City Council of Myrtle Beach.

This is the identical property conveyed to Harkishin T. Bhambhani and Vishu Bhambhani by deed of Warren C. Harmon also known as Warren Chandler Harmon dated October 8, 1979 and recorded October 9, 1979 in Deed Book 656 at Page 265 in the Office of the Clerk of Court for Horry County.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said:

Vishu Bhambhani, his

Heirs and Assigns forever.

And I do hereby bind myself & my Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said:

Vishu Bhambhani, his

Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness the execution hereof by grantor this 10th day of August

in the year of our Lord one thousand nine hundred and Eighty

and in the Two Hundred and fifth year

of the Sovereignty and Independence of the United States of America.

DOES NOT MATCH

Harkishin T. Bhambhani (L. S.)

Signed, Sealed and Delivered in the Presence of

Notary Public for Ft. Bend County, Texas

BOOK 682 PAGE 754

754

Record on Appeal Page 233

VIOLATIONS

- **108.1.1 Unsafe Structures**
- **108.1.3 Structure unfit for human occupancy**
- **301.3 Vacant structures and land**
- **302.1 Sanitation**
- **302.5 Rodent harborage**
- **302.7 Accessory structures**
- **302.9 Defacement of property**
- **304.1 General exterior**
- **304.2 Protective treatment**
- **304.6 Exterior walls**
- **304.7 Roofs & drainage**

VIOLATIONS page 2

- **304.9 Overhang extensions**
- **304.10 Stairways, decks, porches and balconies**
- **304.12 Handrails and guards**
- **304.13 Window, skylight & door frames**
- **304.13.1 Glazing**
- **304.15 Doors**
- **304.18 Building security**
- **305.1 General interior**
- **305.3 Interior surfaces**
- **305.4 Stairs and walking surfaces**

cord on Appeal Page 235

VIOLATIONS page 3

- **306.1 General**
- **307.1 General handrails and guards**
- **308.1 Accumulation of rubbish or garbage**
- **308.2 Disposal of rubbish**
- **309.1 Infestation**
- **504.1 General plumbing**
- **603.1 Mechanical equipment and appliances**
- **604.3 Electrical system hazards**
- **605.1 Installation**

EXHIBIT # 2

ORIGINAL LETTER

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CHRISTOPHER J. THOMPSON, CBO
DIRECTOR / CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH, SOUTH CAROLINA

Complainant.

-VS-

VISHU BHAMBHANI
1106 LINKS RD
MYRTLE BEACH, SC 29575-5806

PIN # 444-08-04-0004 TMS # 181-10-33-005

LEGAL DESCRIPTION: HOTEL SEC; LT 5 BL 5

PROPERTY LOCATED AT: 302 N OCEAN BLVD
MYRTLE BEACH, SC

Respondents.

July 28, 2021

NOTICE OF COMPLAINT

TO: PROPERTY OWNER AND OTHER INTERESTED PARTIES.

On July 16, 2021 an on-site inspection was made at the address listed above by Jody Lewis, Property Maintenance Inspector, Construction Services Department, City of Myrtle Beach, South Carolina (843-918-1197).

Public tax and land records show that you are the owner or other interested party in connection with the property.

The public officer found the structure / land to be in violation of the Codes and/or Ordinances as adopted by the City of Myrtle Beach in one or more of the following particulars:

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

RETURN RECEIPT OWNER

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PIN # 444-08-04-0004
VISHU BHAMBHANI
1106 LINKS ROAD
MYRTLE BEACH, SC 29575-5806

CITY OF MYRTLE BEACH RECEIVED AUG 02 2021 PROPERTY MAINTENANCE CODE

9590 9402 4867 9032 4267 75

(Transfer from service label)
7018 0680 0001 3236 4757

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* [illegible]
C. Date of Delivery 07/30/2021

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☑ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Record on Appeal Page 239

ORDER OF BUILDING OFFICIAL

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CHRISTOPHER J. THOMPSON, CBO
DIRECTOR / CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH, SOUTH CAROLINA

Complainant.

-VS-

VISHU BHAMBHANI
1106 LINKS RD
MYRTLE BEACH, SC 29575-5806

PIN # 444-08-04-0004 TMS # 181-10-33-005

LEGAL DESCRIPTION: HOTEL SEC; LT 5 BL 5

PROPERTY LOCATED AT: 302 N OCEAN BLVD
MYRTLE BEACH, SC

Respondents.

August 18, 2021

Order of Building Official

2021-LP-26-00515

WHEREAS, on July 16th, 2021 an inspection was made by the Construction Services Department of Myrtle Beach indentifying the following Property Maintenance Code Violations:

108.1.1 Unsafe structures

108.1.3 Structure unfit for human occupancy

301.3 Vacant structures and land

302.1 Sanitation

302.5 Rodent harborage

302.7 Accessory structures

302.9 Defacement of property

304.1 General exterior

304.2 Protective treatment

304.6 Exterior walls

304.7 Roofs and drainage

304.9 Overhang extensions

Record on Appeal Page 240

RETURN RECEIPT OWNER

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PIN # ~~444-08-04-0004~~
VISHU BHAMBHANI
1106 LINKS ROAD
MYRTLE BEACH, SC 29575-5806

CITY OF MYRTLE BEACH RECEIVED AUG 23 2021 PROPERTY MAINTENANCE CODE

9590 9402 4867 9032 4272 53

2. Article Number (Transfer from service label)

7018 0680 0001 3236 4863

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* [illegible] C. Date of Delivery 08/20/2021

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

SECTION MYRTLE BEACH SC AUG 20 2021

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Delivery Restricted Delivery
- ☐ ail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☑ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT # 3

NOTICE OF FAILURE TO COMPLY

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CHRISTOPHER J. THOMPSON
DIRECTOR / CHIEF BUILDING OFFICIAL
CITY OF MYRTLE BEACH, SOUTH CAROLINA

Complainant.

-VS-

VISHU BHAMBHANI
1106 LINKS RD
MYRTLE BEACH, SC 29575-5806

PIN # 444-08-04-0004 TMS # 181-10-33-005

LEGAL DESCRIPTION: HOTEL SEC; LT 5 BL 5

PROPERTY LOCATED AT: 302 N OCEAN BLVD
MYRTLE BEACH, SC

Respondent.

DATED THIS 14TH DAY OF OCTOBER, 2021

NOTICES
TO THE PROPERTY OWNER AND
TO THE CITY MANAGER.

A NOTICE OF FAILURE TO COMPLY WITH BUILDING OFFICIAL'S ORDER AND

A NOTICE THAT THE MANAGER SHALL NOW PLACE THIS FAILURE TO COMPLY ON CITY COUNCIL'S AGENDA FOR A RULE TO SHOW CAUSE HEARING AS TO WHY THE OWNERS OR PARTIES IN INTEREST OF PROPERTY KNOWN AS 302 N OCEAN BLVD SHOULD NOT BE ORDERED TO BRING THE PROPERTY INTO COMPLIANCE WITH ARTICLE 10 OF THE CODE OF ORDINANCES OF THE CITY OF MYRTLE BEACH.

DATE OF RULE TO SHOW CAUSE HEARING BEFORE CITY COUNCIL:
NOVEMBER 9TH, 2021.

NOTICE OF FAILURE TO COMPLY WITH BUILDING OFFICIAL'S ORDER:

This notice has been issued due to your failure to make the repairs in the time frame outlined in the Order of Building Official dated August 18th, 2021. As per ordinance, this Notice is being provided to you and the City Manager. The property now becomes subject to a Rule To Show Cause Hearing before the City Council of Myrtle Beach. The City Manager shall now place this matter on the agenda at the second meeting that occurs after the date of this Notice, which is NOVEMBER 9th, 2021.

NOTICE OF RTSC HEARING

NOTICE OF A RULE TO SHOW CAUSE HEARING:
DATE OF HEARING: NOVEMBER 9TH, 2021

WHY THE OWNERS OR PARTIES IN INTEREST OF PROPERTY KNOWN AS 302 N OCEAN BLVD SHOULD NOT BE ORDERED TO BRING THE PROPERTY INTO COMPLIANCE WITH ARTICLE 10 OF THE CODE OF ORDINANCES OF THE CITY OF MYRTLE BEACH.

IN RE: HEALTH AND SAFETY CODE VIOLATIONS
UNSAFE STRUCTURES
302 N OCEAN BLVD
TMS # 181-10-33-005/ HOTEL SEC; LT 5 BL 5
HOTEL SECTION, CITY OF MYRTLE BEACH, SC

Record on Appeal Page 244

YOU ARE HEREBY ORDERED to appear before the City Council of the City of Myrtle Beach, South Carolina, at their regular meeting at the Ted C. Collins Law Enforcement Center, 1101 Oak Street, Myrtle Beach, South Carolina, on November 9th, 2021 at 9 a.m. or as soon thereafter as this matter may be heard, to show cause if any, why you should not be ordered and required to have the property identified as 302 N Ocean Blvd, Tax Map Parcel # 181-10-33-005, Hotel Sec; Lt 5 Bl 5, of the Hotel Section, Dogwood Neck Township of the City of Myrtle Beach, brought into compliance with the Building Official's Order of August 18th, 2021, which would be in compliance with the applicable provisions of Chapter 10 of the Code of Ordinances of the City of Myrtle Beach by removing or repairing said structure located on the property and cleaning the area of any debris.

You have a right to appear before City Council and be heard. If you should fail to appear or to show proper cause as to why your property should not be brought into compliance, or if you fail to comply with the decision of the City Council after proper hearing, the City Council may cause the building to be demolished, removed or repaired and the area cleaned, with the cost of abatement to be assessed and collected as lien against the property.

Christopher J. Thompson
Director / Chief Building Official
City of Myrtle Beach, South Carolina

RETURN RECEIPT OWNER

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PIN # 444-08-04-0004
VISHU BHAMBHANI
1106 LINKS ROAD
MYRTLE BEACH, SC 29575-5806

CITY OF MYRTLE BEACH RECEIVED OCT 25 2021 PROPERTY MAINTENANCE COMP

9590 9402 4867 9032 4269 97

Article Number (Transfer from service label)
7017 1450 0001 6369 2637

COMPLETE THIS SECTION ON DELIVERY

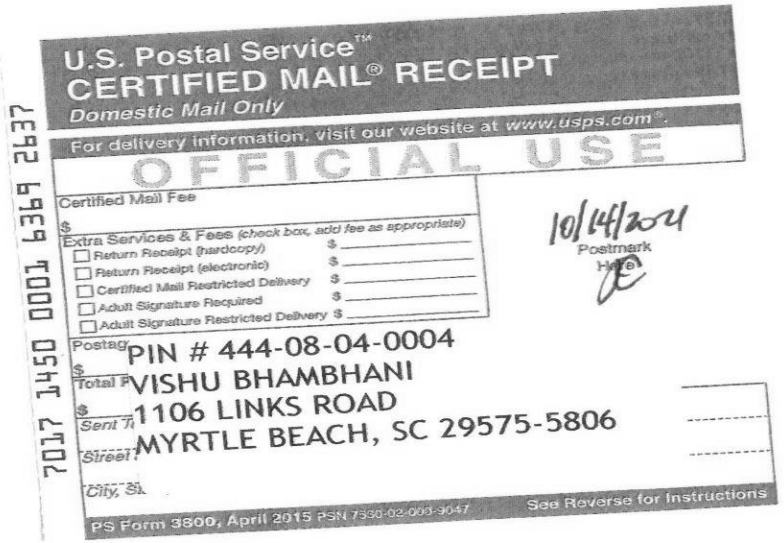
A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 10/16/2021

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ail
☐ ail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt



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Domestic Mail Only

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OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

10/14/2024
Postmark Here

Postage
$
Total P
$
Sent To
Street
City, St

PIN # 444-08-04-0004
VISHU BHAMBHANI
1106 LINKS ROAD
MYRTLE BEACH, SC 29575-5806

7017 1450 0001 6369 2637

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS TRACKING #

9590 9402 4867 9032 4269 97

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

CONSTRUCTION SERVICES
CITY OF MYRTLE BEACH
ATTN: TERESA CANNON
DRAWER 2468
MYRTLE BEACH, SC 29578

10/14/2021

Record on Appeal Page 245

RTSC IN SUN NEWS

McCLATCHY

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36820	154762	Print Legal Ad - IPL0045381		$348.10	2	15 L

Attention: Ann Sowers
CITY OF MYRTLE BEACH/LEGALS
PO BOX 2468
DENISE MCKINNEY – A/P
MYRTLE BEACH, SC 29578

LEGAL NOTICE

STATE OF SOUTH CAROLINA, COUNTY OF HORRY, CITY OF MYRTLE BEACH, SOUTH CAROLINA - VS - Vishu Bhambhani, 1106 Links Rd, Myrtle Beach, SC 29575-5806. TMS # 181-10-33-005 / PIN # 444-08-04-0004. Legal Description: HOTEL SEC; LT 5 BL 5, DOGWOOD NECK TOWNSHIP, City of Myrtle Beach, SC. Property Located at: 302 N OCEAN BLVD, Myrtle Beach, SC. A NOTICE OF A RULE TO SHOW CAUSE HEARING AS TO WHY THE OWNERS OR PARTIES IN INTEREST OF PROPERTY KNOWN AS 302 N OCEAN BLVD, MYRTLE BEACH, SC SHOULD NOT BE ORDERED TO BRING THE PROPERTY INTO COMPLIANCE WITH ARTICLE 10 OF THE CODE OF ORDINANCES OF THE CITY OF MYRTLE BEACH. You are hereby ordered to appear before the City Council of the City of Myrtle Beach, South Carolina, at their regular meeting at the Ted C. Collins Law Enforcement Center, 1101 North Oak Street, Myrtle Beach, South Carolina, on November 9th, 2021 at 9 a.m. or as soon thereafter as this matter may be heard to show cause, if any, why you should not be ordered and required to have the property identified above as an unsafe structure brought into compliance with the applicable provisions of Chapter 10 of the code of Ordinances of the City of Myrtle Beach by removing or repairing said structure located on the property and cleaning the area of any debris.
IPL0045381
Oct 20,27 2021

State of South Carolina

County of Horry

I, Amy Robbins, makes oath that the advertisment, was published in The Sun News, a newspaper published in Myrtle Beach, State and County aforesaid, in the issue(s) of

No. of Insertions: 2
Beginning Issue of: 10/20/2021
Ending Issue of: 10/27/2021

Amy L Robbins
Amy Robbins

Sworn to and subscribed before me this 27th day of October in the year of 2021

Stefani Beard
Notary Public in and for the state of Texas, residing in Dallas County

STEFANI SCOTT BEARD
My Notary ID # 131768951
Expires October 23, 2022

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

NOTICE OF FAILURE TO COMPLY & RTSC POSTED ON SITE

MARKET VALUE

- Land $ 929,300
- Structure 330,600

- Total Value $1,259,900

I HEREBY CERTIFY THAT THE RECORD ON APPEAL CONTAINS ALL MATERIAL PROPOSED TO BE INCLUDED BY ANY PARTY AND NOT ANY OTHER MATERIAL.
This 25th day of July, 2023.

/s/Tucker S. Player (S.C. Bar No. 16217)
PLAYER LAW FIRM
512 Village Church Drive
Chapin, SC 29036
(803) 315-6300
Attorney for Appellant

RECEIVED
May 21 2024
SC Court of Appeals