

**TOWN OF ANDREWS MONTHLY COUNCIL MEETING
SHERIFF'S DEPARTMENT SUB-STATION COURTROOM**

110 NORTH MORGAN AVE.
ANDREWS, SC 29510
THURSDAY, APRIL 20, 2017 @ 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. APPROVAL OF MINUTES
6. MONTHLY BANK STATEMENTS: FOR INFORMATION ONLY
7. NEW BUSINESS
 - A. Fair Housing Resolution No. 2017-01: April is Fair Housing Month
 - B. Home Consortium Resolution No. 2017-02
 - C. Home Consortium Agreement
 - D. Planning Commission and Board of Zoning and Appeals Appointees
8. FINANCIAL REPORT: KENNETH COBB AND COMPANY; MRS. BRENDA JACKSON. CPA
9. ADMINISTRATOR'S REPORT
10. DEPARTMENT HEAD REPORTS
11. COUNCIL'S (SUB - DIVISION'S REPORTS)
12. MAYOR'S REPORT
13. CITIZENS COMMENTS (Three (3) minutes only)
14. ADJOURNMENT

Town of Andrews

Regular Monthly Town Council Meeting

Thursday, April 20, 2017 6:00 p.m.

Sheriff's Substation

110 N Morgan Ave. Andrews, SC

The Town of Andrews met for their Monthly Town Council Meeting on Thursday, April 20, 2017. Mayor Frank McClary presiding in compliance with the Freedom of Information Act, called the meeting to order at 6:02 p.m.

Invocation was rendered by Rev. William Stockton.
Pledge of Allegiance was recited by everyone present.

Town Officials Present:

Mayor Frank McClary
Council Member David Tisdale
Council Member Sudha Patel
Council Member Terrance Middleton
Council Member Eddie Lee

Motion was made by Council Member Sudha Patel and seconded by Council Member Eddie Lee to approve the minutes from the Wednesday, March 15, 2017 Town Council meeting as written. **Mayor Frank McClary; Yes, Council Member David Tisdale; Yes, Council Member Sudha Patel; Yes, Council Member Terrance Middleton; Yes, Council Member Eddie Lee; Yes, All in favor, motion carried.**

The monthly financial statements were included in the Council's packet for informational purposes only.

New Business

Motion was made by Council Member David Tisdale and seconded by Council Member Sudha Patel to approve Fair Housing Resolution No. 2017-01 and to recognize the month of April 2017 as Fair Housing Month. **Mayor Frank McClary; Yes, Council Member David Tisdale; Yes, Council Member Sudha Patel; Yes, Council Member Terrance Middleton; Yes, Council Member Eddie Lee; Yes, All in favor, motion carried.**

Motion was made by Council Member Sudha Patel and seconded by Council Member Eddie Lee to adopt Home Consortium Resolution No. 2017-02. **Mayor Frank McClary; Yes, Council Member David Tisdale; Yes, Council Member Sudha Patel; Yes, Council Member Terrance Middleton; Yes, Council Member Eddie Lee; Yes, All in favor, motion carried.**

Motion was made by Council Member David Tisdale and seconded by Council Member Eddie Lee to approve and accept the Horry County Home Consortium Intergovernmental Agreement. **Mayor Frank McClary; Yes, Council Member David Tisdale; Yes, Council Member Sudha Patel; Yes, Council Member Terrance Middleton; Yes, Council Member Eddie Lee; Yes, All in favor, motion carried.**

Motion was made by Council Member Sudha Patel and seconded by Council Member Eddie Lee to postpone the approval of the Planning Commission and the Board of Zoning and Appeal Appointees until a more appropriate time. **Mayor Frank McClary; Yes, Council Member David Tisdale; Yes, Council Member Sudha Patel; Yes, Council Member Terrance Middleton; Yes, Council Member Eddie Lee; Yes, All in favor, motion carried.**

Financial Report

CPA Brenda Jackson presented Council with an overview of the Town's financial report that included budgeted versus actual revenues and expenditures for the first nine months of FY 2017.

Administrator's Report

Mrs. Dorsey informed Council that the RIA R-16-3012 project is progressing and the bidding process will begin on May 30, 2017 with construction expected to begin on June 15, 2017. The project is on schedule to be completed as of August 13, 2017. She stated that construction is ongoing on town buildings located at 30 E. Main Street and the Old Armory which is rented by Peddinghaus. She made the recommendation to Council that they give consideration to establishing ordinances to address waste haulers septic tank companies, reconnection and flat penalty fees. It was announced that the Town of Andrews Heritage Festival is scheduled for August 9th -12th and that the Georgetown County Chamber of Commerce has awarded \$13, 050.00 for advertisement of the Festival.

Department Head Reports

Police Department: Mayor McClary informed Council that officer Rowell and Officer Ponteau will be attending the SCCJA in October and the department had a total of 37 reported incidents for the month of April.

Fire Department: Fire Marshall Clint Stockton reported that the Fire Department responded to 39 emergency calls during the month of April and that the department is doing well. It was also reported that the Fire Marshall conducted 40 inspections for the quarter.

Public Works Department: Supervisor Mr. Fred Sumpter was out working on a broken sewer line on Seaboard Road. Mayor McClary stated that the department repaired over 30 leaks during the month of April. Council approved \$70,000.00 for the department to purchase vehicles. Two vehicles have already been purchased; A Chevrolet truck for \$18,000.00 and Ford Ranger for \$8,800.00.

Council's (Sub – Division's Reports)

Council Member Terrance Middleton: Mr. Middleton stated that he is still working with citizens to help clean-up and to make the Jones Avenue Park safe for kids to enjoy. This is a challenge for them because the area has experienced an increase in drug and crime rate.

Council Member Sudha Patel: No report.

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Council Member Eddie Lee: Mr. Lee stated that during the month of April he has worked diligently with the Public Works Department repairing water leaks and code three's. He was present during a recent Job Fair at the Andrews Church of God. He also attended Georgetown Chamber of Commerce Business Affair on March 16, 2017 along with the Mayor Frank McClary. Town Administrator Mauretta Dorsey and staff member Turquoris Smalls. He recognized Mayor McClary for leading a very productive and successful Budget Planning Process.

Council Member David Tisdale: No report.

Mayor's Report

Mayor McClary informed the citizens that he meet with officials from the Georgetown County Water and Sewer District and he was informed that the Town of Andrews will receive a cut in rate from .71 to .25 per 1000 gallon of waste water transported from the Andrews to Georgetown for treatment effective FY2018. He stated that during a meeting with the County Administrator Mr. Hemingway, he learned that the \$1.5 million from the .01 sales tax is only seed money for the New Municipal Complex and the Town would be required to provide the additional funding for the project. The \$6 million Dredging project for the County has been canceled and those funds are expected to be redistributed, and the Town of Andrews Officials will be at the table making their request. Mayor McClary encouraged the citizens of Andrews to attend County Council meetings and to represent their interest and Town. He explained that the town contributes to the Accommodations and Hospitality taxes collected by the County but was denied approval for funding to support the Andrews Heritage Festival. He announced that the Georgetown County Council meeting will be held on next Tuesday and he encouraged the citizens of Andrews to accompany him as he will address his concerns with the Town of Andrews A-Tax Funding application being denied. In closing, he announced that a Special Called Meeting will be held on Tuesday, May 9, 2017 at 5:00 p.m. and on the agenda will be water and sewer proposed rate increase and waste hauler proposed rate increase. Council Member Terrance Middleton recommended that efforts be made to have a representative from DHEC present at the meeting on May 9, 2017.

Citizens Comments

David Reddick reported that the Town of Andrews sign located at the Exxon Station needs to be painted and the fence behind the Andrews Library and police department should be repaired or taken down completely. He volunteered his service if the Town would supply the material for the repair work.

Jerome Johnson thanked Mayor McClary and Council for doing an outstanding job taking care of the Town's Business.

Council Member Eddie Lee made the motion to adjourn the meeting at 7:30 p.m. and was seconded by Council Member Terrance Middleton.

Council Meeting minutes submitted by Chaconas Parson, Town Clerk.

FAIR HOUSING RESOLUTION

No: 2017-01

WHEREAS, THE Town of Andrews desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, the Town of Andrews rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, of provision of other housing services; and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

WHEREAS, April is recognized nationally as Fair Housing Month;

NOW, THEREFORE, BE IT RESOLVED, that The Town of Andrews does hereby designate April 2017 as Fair Housing Month.

Adopted this 20th day of April, 2017 by the Town of Andrews Council and published in The Georgetown Times newspaper on April 14, 2017.

ATTEST

By: 

Chaconas P. Parson, Town Clerk

APPROVED

By: 

Frank McClary, Mayor
Town of Andrews

RESOLUTION No: 2017-02

**AUTHORIZING EXECUTION OF AN AGREEMENT TO PARTICIPATE IN THE
HORRY COUNTY HOME CONSORTIUM**

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 (hereinafter the "Act") which created the HOME Investment Partnerships Program (hereinafter the "HOME Program") to provide funds to states and local governments for affordable housing assistance with the flexibility to decide what kind of housing assistance or mix of housing assistance is most appropriate for local needs; and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter "HUD") subsequently issued regulations set forth in 24 CFR Part 92 allowing units of general local government to enter into mutual cooperation agreements to form consortia for the purpose of obtaining funding from the HOME Program; and

WHEREAS, the Town of Andrews has affordable housing needs; and

WHEREAS, the Town of Andrews desires to increase affordable housing opportunities for its present and future residents, particularly for very low-income persons; and

WHEREAS, the Town of Andrews desires to enter into affordable housing development activities which are directed toward the above general purposes, and for those reasons, wishes to seek such federal funding as may be available to it pursuant to the Act; and

WHEREAS, the Town of Andrews desires to enter into the affordable housing activities and has determined that joint action with other units of local governments that choose to participate in accordance with the "InterGovernmental Agreement Establishing the Horry County HOME Consortium FY 2018-2020", the terms of which are incorporated by reference and such relevant HUD regulations and requirements as may now or hereafter be in effect would benefit the Town of Andrews; and

WHEREAS, the Town of Andrews agrees to automatically renew Consortium participation in successive qualification periods of three fiscal years according to the terms of the "Horry County HOME Consortium Intergovernmental Agreement; and

BE IT FURTHER RESOLVED, that the Town Administrator of The Town of Andrews, is hereby authorized to sign the "Inter-Governmental Agreement Establishing the Horry County HOME Consortium FY 2018- 2020 on behalf of the Town of Andrews as well as all other documents necessary to form the Consortium and to carry out and fulfill its purposes.

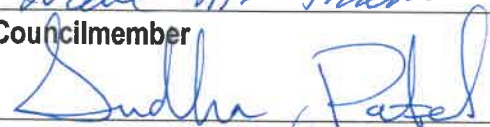
SIGNED, SEALED AND ADOPTED BY Town Council this 20th day of April 2017.



Mayor



Councilmember



Councilmember



Councilmember



Councilmember



Councilmember



Councilmember



Clerk

ATTEST

THE HORRY COUNTY HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into and made effective July 1, 2018, by and among Horry County, as lead entity; and the County of Georgetown, the County of Williamsburg, being political subdivisions of the State of South Carolina and Title 6, Chapter 7 of the South Carolina Code of Laws, 1976, as amended, and the Town of Aynor, the City of Loris, the Town of Atlantic Beach, the City of Conway, the City of Myrtle Beach, the City of North Myrtle Beach, the Town of Surfside Beach, the City of Georgetown, the Town of Andrews, the Town of Pawleys Island, the Town of Greeleyville, the Town of Hemingway, the Town of Kingstree, the Town of Lane, and the Town of Stuckey, being municipal corporations organized and existing under Articles VII and VIII of the State of South Carolina and Title 5 of the South Carolina Code of Laws, 1976, as amended, for the purpose of forming the *Horry County HOME Consortium* (hereinafter, "HCHC").

WHEREAS, the United States Congress enacted the Cranston-Gonzales National Affordable Housing Act of 1990 and federal regulations have been adopted pursuant thereto (hereinafter collectively referred to as the "Act"); and

WHEREAS, Title II of the Act creates the Home Investment Partnerships Program (hereinafter "HOME") that provides funds to state and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based systems; and

WHEREAS, under the Act, an organization of geographically contiguous units of general local government may act as a single unit of general local government for purposes of receiving and administering HOME funds and carrying out the purpose of the Act; and

WHEREAS, the Act requires local governments acting as a Consortium to submit a single Consolidated Plan that covers the entire geographical area encompassed by the Consortium Members as part of the eligibility requirements for HOME funds section 91.15 (b) of the Consolidated final rule; and

WHEREAS, the *Horry County Consortium HOME Consolidated Plan 2018-2022*, will guide the needs and funding priority of funding within the Horry County HOME Consortium planning area;

WHEREAS, the signatories to this Agreement desire to and intend to establish the "*Horry County HOME Consortium*" (hereinafter "HCHC" and/or the "consortium") which shall be comprised of the counties and municipalities which have affixed their signatures hereto.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the nature and sufficiency of which are deemed sufficient, the parties to this Agreement, being the urban entitlement of Horry County (which includes the Cities of Myrtle Beach and Conway), the County of Georgetown, the County of Williamsburg, and, the Town of Aynor, the City of Loris, the Town of Atlantic Beach, the City of North Myrtle Beach, the Town of Surfside Beach, the City of Georgetown, the Town of Andrews, the Town of Pawleys Island, the Town of Greeleyville, the Town of Hemingway, the Town of Kingstree, the Town of Lane, and the Town of Stuckey, do agree as follows:

SECTION 1 – DEFINITIONS

The words and phrases used herein shall have the meaning provided at 42 U.S.C. §12704 AND 24 CFR § 92.2.

SECTION 2 – PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to fulfill the documentation requirement of 24 CFR §92.101(a) (2) (ii).

This Agreement is executed to form “one legally binding cooperative agreement among” the “Members authorizing one member unit of general local government to act in a representative capacity for all member units of general local government” and “providing that the representative member assumes overall responsibility for ensuring that the consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92. “

The Members intend to use funds allocated under the HOME Program to provide affordable rental and home ownership housing through acquisition, rehabilitation, and new construction of housing and tenant-based rental assistance.

SECTION 3 – AUTHORIZATION TO ENTER INTO THIS AGREEMENT

The parties to this Agreement are authorized to enter into this Agreement as “units of general local government” as the term is defined at 42 U.S.C. 12704(l) and are hereinafter referred to as “Members” of the Consortium to be known as the “Horry County HOME Consortium” (hereinafter, “HCHC”).

Each member of the Consortium has caused an authorizing resolution to be executed by its appropriate and authorized official authorizing the execution of this Agreement for and on behalf of the member, its governing body, successors and assigns for the purposes provided herein as set forth in the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. § 12703.

A copy of each member’s authorizing resolution is affixed hereto and is incorporated by reference herein as if set forth verbatim. Only those bodies for whom an authorizing resolution has been duly authorized, executed, and affixed hereto shall be deemed a member of the HCHC.

SECTION 4 – MEMBERS OF THE CONSORTIUM

The county, town, and city Members to this Agreement are geographically contiguous units of general local government.

The county, town, and city Members enter into this Agreement and bind themselves, their successors, and assigns, to act jointly as the “Horry County HOME Consortium”. HCHC exists for the exclusive purpose of administering the affordable housing program known as the HOME Investment Partnerships Program described at Title II of the Cranston-Gonzales National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

Each member shall comply with the HOME Program as now enacted and hereafter amended. The Lead Entity, as provided herein, has overall responsibility for the Consortium's HOME Program and compliance with the program requirements. The Lead Entity, Horry County, will operate under the *Horry County HOME Consortium Consolidated Plan 2018-2022*. The Consolidated Plan will be updated as required by HUD.

No Member shall object to or obstruct the implementation of the approved Consolidated Plan.

The Lead Entity is authorized to amend this Agreement to add new Members to this Agreement by written addendum. All provisions of this Agreement shall apply and govern any new member's participation in the HCHC. The addition of a new Member does not change the term or qualification period of this Agreement.

SECTION 5 – INTERGOVERNMENTAL AGREEMENT

The signatories to this Agreement, their successors, and assigns, agree to comply with all regulations successfully promulgated by the United States Department of Housing and Urban Development, 42 U.S.C. 12701 et seq. pertaining to the HOME Program requirements now in existence and which may be amended from time to time including provisions relating to program eligibility. Each member agrees to participate to the maximum extent possible including participation in the funding benefits made available by HUD through the HOME Program to create or improve affordable housing opportunities for their low and moderate income citizens.

SECTION 6 – LEAD ENTITY

The County of Horry, South Carolina was duly authorized by its governing body to accept the designation of "lead entity" and is authorized to act in a representative capacity for the Members of the HCHC related exclusively to the purposes of the administration of the HOME Program.

Horry County, upon approval of this Agreement by HUD, shall cause all operational and substantive functions to be performed necessary to the lawful implementation and operation of the HOME Program including but not limited to the production and filing of a Consolidated Plan and all reports and other documents required by the United States Department of Housing and Urban Development ("HUD") including but not limited to required submittals, documentation, and certification requirements provided for in the Act and its regulations.

SECTION 7 – DUTIES OF HORRY COUNTY

Horry County is hereby designated and authorized to administer the activities of the HCHC. Additionally, Horry County Council shall act as the governing body of the HCHC. The HCHC Members acknowledge that Horry County has sufficient administrative capacity and relevant experience to administer the HOME Program.

As Lead Entity, Horry County will assume overall responsibility for ensuring compliance with all HOME requirements through the oversight and coordination of services on behalf of the Consortium Members. Those activities include:

1. Monitoring the performance of all entities to ensure HOME program funds are compliant with all federal laws and programmatic requirements of the HOME program.
2. Managing day-to-day operations of the Consortium's participation in the HOME program
3. Coordinating project solicitation and selection process.
4. Ensure compliance with Federal procurement requirements including those outlined in supercircular 2 CFR part 200.

SECTION 8 – DUTIES OF MEMBERS

Each member agrees to cooperate in undertaking or assisting in undertaking housing assistance activities for the HOME Program. Members are prohibited from withdrawing from the HCHC and/or this Agreement during the initial three-year term or qualification period. Each Member agrees to affirmatively further fair housing. Each Member agrees to approve any amendment to this Agreement that incorporates future changes necessary to meet the requirements for consortia agreement in subsequent qualification periods.

Each signatory to this Agreement covenants and agrees to strict adherence to the program descriptions as approved and to all assurances and certifications provided, including agreement to take all actions necessary to assure compliance with Horry County's certification under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance, Real Property Acquisitions Policy Act of 1970, and the Davis-Bacon Act at 40 USC 276a, et seq. Horry County shall not provide or cause to be provided HOME funds for activities in or support of any cooperating jurisdiction that does not affirmatively further fair housing within its own jurisdiction or activities that impede Horry County's actions to comply with affirmatively further fair housing activities.

Each member, as required by the Consolidated Plan final rule at 24CFR 91.402(a), must be on the same program year for the CDBG, HOME, ESG and HOPWA programs. The HCHC program year begins July 1st and ends June 30th, annually.

SECTION 9 – EFFECTIVE DATE, TERM, RENEWAL AND TERMINATION

This Agreement shall be for the initial term of Federal fiscal years 2018, 2019, and 2020, and shall remain in effect at least until the HOME funds from Federal fiscal years 2018, 2019, and 2020 are expended on eligible activities.

This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period. Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and,

if the Consortium's Membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for Consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

Though this Agreement may be amended, no member may withdraw from the Agreement while the Agreement remains in effect. A member desiring to terminate the Agreement and its participation in the HCHC may do so by giving no less than six months prior written notice. The notice must be sent to the other Members at the addresses appearing on the signature page and the notice must specify the effective date of intended termination. Each member agrees that in order to be relieved from the terms of this Agreement, it must notify Horry County in writing of its intent not to participate in a renewal period on or before the date specified by HUD.

SECTION 10 – CONFLICTS OF INTEREST

No member of the governing body of any member unit of local government or any other public official of the Lead Entity or any other public official who exercises any responsibilities or functions with respect to any HCHC activity during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract in connection with any HCHC activity, or any contract in connection with any HCHC activity.

SECTION 11– EXECUTION

The parties hereto have executed this Agreement as of the date first written above. This Agreement may be executed in multiple counterparts; each of which shall be deemed to be an original, but all which shall constitute one and the same instrument, and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

AND

THE COUNTY OF GEORGETOWN, THE COUNTY OF
WILLIAMSBURG, THE COUNTY OF HORRY, THE CITY OF
CONWAY, THE CITY OF MYRTLE BEACH, THE
TOWN OF AYNOR, THE CITY OF LORIS, THE TOWN OF
ATLANTIC BEACH, THE CITY OF NORTH MYRTLE
BEACH, THE TOWN OF SURFSIDE BEACH, THE CITY
OF GEORGETOWN, THE TOWN OF ANDREWS, THE
TOWN OF PAWLEYS ISLAND, THE TOWN OF
GREELEYVILLE, THE TOWN OF HEMMINGWAY, THE
TOWN OF KINGSTREE, THE TOWN OF LANE, THE
TOWN OF STUCKEY, THE TOWN OF BRIARCLIFFE ACRES

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE HORRY COUNTY HOME CONSORTIUM

EXECUTED this ____ day of June, 2017.

THE TOWN OF ANDREWS

Mauretta W. Dorsey, Town Administrator

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