

CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
North Myrtle Beach City Hall
City Council Meeting Agenda
Monday, February 16, 2026 - 5:30 PM

1. CALL TO ORDER

Roll Call

1B. EXECUTIVE SESSION:

1. A legal briefing regarding the annexation and zoning designation on Buffkin Road
2. A discussion regarding a potential transfer of city property to North Strand Helping Hand

1C. CONTINUATION OF CALL TO ORDER: 6:00 PM

1. Invocation – Reverend Tony Adams, Little River Methodist Church
2. Pledge of Allegiance

2. MINUTES

City Council Meeting, Monday, January 5, 2026

Documents:

[1.5.2026 CC MEETING MINUTES.PDF](#)

3. COMMUNICATIONS

A. Employee of the Month Awards:

- Joseph Keister – December 2025
- Suzanne Pritchard – December 2025
- Elton Farmer – January 2026

B. Department Monthly Reports for December 2025 and January 2026 are available online

Documents:

FINANCE JULY-DECEMBER 2025 REPORT.PDF
FINANCE JANUARY 2026 REPORT.PDF
HUMAN RESOURCES DECEMBER 2025 REPORT.PDF
HUMAN RESOURCES JANUARY 2026 REPORT.PDF
INFORMATION SERVICES DECEMBER 2025 REPORT.PDF
INFORMATION SERVICES JANUARY 2026 REPORT.PDF
PARKS AND RECREATION DECEMBER 2025 REPORT.PDF
PARKS AND RECREATION JANUARY 2026 REPORT.PDF
PLANNING AND DEVELOPMENT DECEMBER 2025 REPORT.PDF
PLANNING AND DEVELOPMENT JANUARY 2026 REPORT.PDF
PUBLIC SAFETY DECEMBER 2025 REPORT.PDF
PUBLIC SAFETY JANUARY 2026 REPORT.PDF
PUBLIC WORKS DECEMBER 2025 REPORT.PDF
PUBLIC WORKS JANUARY 2026 REPORT.PDF

4. ANNOUNCEMENTS BY MAYOR AND CITY COUNCIL

5. CONSENT

- A. RESOLUTION: To approve the evaluation and salary of Chris Noury, City Attorney
- B. MOTION TO APPROVE: SOS Parade on April 25, 2026
- C. MOTION TO APPROVE: Ocean Drive Beach Music Festival on May 2, 2026
- D. MOTION TO APPROVE: Music on Main Concert Series June 4-September 24, 2026
- E. MOTION TO APPROVE: Pink Ribbon Run on September 26, 2026
- F. MOTION TO APPROVE: 9th Annual Grand Strand Kite Festival October 24-26, 2026

Documents:

5A RESOLUTION TO APPROVE THE SALARY FOR THE CITY ATTORNEY.PDF
5B 4.25.2026 SOS PARADE.PDF
5C 5.2.2026 OCEAN DRIVE BEACH MUSIC FESTIVAL.PDF
5D 6.4-9.24.2026 MUSIC ON MAIN.PDF
5E 9.26.2026 PINK RIBBON RUN.PDF
5F 10.24-25.2026 9TH ANNUAL GS KITE FESTIVAL.PDF

6. UNFINISHED BUSINESS

- A. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, removing beach cabanas
- B. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding beach cabanas to non-conforming uses, allowing repair
- C. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, revising subdivision signs
- D. ORDINANCE/SECOND READING: Amendments to Chapter 12, Health and Sanitation, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding nuisance parties and impeding public passage
- E. ORDINANCE/SECOND READING: Rezone Request for ±8.32 acres on Ye Olde Kings Highway

Documents:

6A AMEND CH 23, ZONING, REMOVING BEACH CABANAS.PDF
6B AMEND CH 23, ZONING, ADD BCH CABANA-REPAIRS.PDF
6C AMEND CH 23, ZONING, REVISING SUBDIVISION SIGNS.PDF
6D AMEND CH 12, HEALTH AND SANITATION, REGARDING NUISANCE PARTIES.PDF
6E REZONE YE OLDE KINGS HIGHWAY.PDF

7. NEW BUSINESS

- A. RESOLUTION: Approve investment in the South Carolina Local Government Investment Pool (LGIP)
- B. ORDINANCE/FIRST READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, defining inground pools
- C. ORDINANCE/FIRST READING: Petition for Annexation and Zoning Designation for ±1.05 acres on Buffkin Road
- D. SECOND PUBLIC HEARING: Regarding the First Amendment to the Development Agreement for the Lauret Associates Tract
- E. ORDINANCE/FIRST READING: First Amendment to the Lauret Associates Tract Development Agreement and to authorize the City Manager to sign the document on behalf of the City
- F. MOTION TO APPROVE: Proposed Council Meeting date changes

Documents:

7A RESOLUTION SC LOCAL GOVERNMENT INVESTMENT POOL.PDF
7B AMEND CH 23, ZONING, DEFINING INGROUND POOLS.PDF
7C ANNEX AND ZONING BUFFKIN ROAD.PDF
7D SECOND PUBLIC HEARING RE LAURET TRACT DEVELOPMENT AGREE.PDF
7E FIRST AMEND LAURET TRACT DEVELOPMENT AGREEMENT.PDF
7F PROPOSED CITY COUNCIL MEETING DATE CHANGES.PDF

8. PUBLIC COMMENT

9. ADJOURNMENT

Livestream Link: <https://www.youtube.com/live/INej7V2bfKE>

Public Comment Period:

- Duration of the Public Comment Period shall not exceed 30 minutes.
- Each speaker is limited to 3 minutes. Each speaker is timed, and a 30-second warning light appears.
- Sharing or giving of minutes is not permitted.
- Please observe the rules.

Rules regarding video recording and photography:

- Except during the ceremonial portion of the Council meeting, all video recording and photography shall be conducted **from a stationary position either**:
- While seated in the back row of the Council Chambers
- While standing behind the last row of seats in Council Chambers

Anyone requiring an auxiliary aid or service for effective communication or participation:

- Should contact (843) 280-5555 as soon as possible.
- No later than 24 hours before a meeting.

**CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
NORTH MYRTLE BEACH CITY HALL
CITY COUNCIL MEETING
Monday, January 5, 2026, 5:00 PM
Minutes**

1A. ROLL CALL:

Mayor Baldwin called the meeting to order and asked the Clerk to call the roll.

JO Baldwin
Bubba Collins
Fred Coyne
Jeri McCumbee
Trey Skidmore
Hank Thomas

A quorum was established

1B. EXECUTIVE SESSION:

Mayor Baldwin called for a motion to enter into the Executive Session for a discussion regarding an evaluation of the City Attorney, a legal briefing regarding Chapter 23, Zoning, of the Code of Ordinances for the City of North Myrtle Beach, South Carolina, sign regulations, a legal briefing regarding White Cap Beach House, LLC vs. the City of North Myrtle Beach, Case No.: 2025-CP-26-09560, and a discussion regarding potential property acquisitions. The motion was made by Councilman Thomas and seconded by Councilman Collins. The motion passed 6-0. The Council returned to Chambers at 6:00 PM. Mayor Baldwin announced that no votes were taken during Executive Session.

1C. CONTINUATION OF CALL TO ORDER: 6:00 PM

Jay Ortiz, City Chaplain, delivered the invocation.

Mayor Baldwin led the Pledge of Allegiance.

2. MINUTES:

The motion to approve the minutes for the City Council Meeting of Monday, December 1, 2025, as presented, was made by Councilman Coyne and seconded by Councilwoman McCumbee. The motion to approve passed 6-0.

3. COMMUNICATIONS:

A. ORGANIZATION OF COUNCIL: Nomination and election of Mayor Pro Tempore. Mayor Baldwin read the item by title and called for a motion to open the floor for nominations. The motion was made by Councilman Collins and seconded by Councilman Skidmore. Councilman Collins nominated Councilman Thomas to serve as Mayor Pro Tempore and was seconded by Councilman Skidmore. Mayor Baldwin added that this position had historically been held by the Councilperson with the most years of service.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

B. **ORGANIZATION OF COUNCIL:** Nomination and election of Vice Mayor Pro Tempore. Mayor Baldwin read the item by title and called for a motion to open the floor for nominations. The motion was made by Councilman Collins and seconded by Councilwoman McCumbee. Councilman Collins nominated Councilman Coyne to serve as Vice Mayor Pro Tempore and was seconded by Councilman Skidmore.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

Mayor Baldwin, Matt Gibbons, Parks and Recreation Director, and Amanda Player-Wofford, Athletic and Sports Tourism Manager, congratulated the Parks and Recreation 14 and under Co-Ed Soccer All Stars-SCRASCAP Eastern District Champions and 14U SCRPA SCAP State Champions, and the 14 and under Volleyball All Stars-SCRPA SCAP Eastern District Champions and 14U SCRPA SCAP State Champions, and presented them with a City challenge coin.

Mayor Baldwin stated the Department Monthly Reports for November 2025 were available online.

4. **ANNOUNCEMENTS BY MAYOR AND CITY COUNCIL:**

Councilman Coyne thanked Cheryl Kilday and Leslie Wallace, Destination North Myrtle Beach, for organizing the recent trip to Washington, DC, and stated it was a very productive trip.

Councilman Coyne stated he would like to see Council revisit the topic of smoking on the beach. Councilman Collins agreed.

Mayor Baldwin thanked Director Gibbons, his staff, and Public Safety for a great job with the Christmas Tree lighting ceremony, the Christmas parade, and the Christmas Light Show, and noted that the traffic flow was much better this year.

5. **CONSENT:**

A. **RESOLUTION:** CTC Grant application in the amount of \$1,550,134.75 from the Horry County Transportation Committee, and to authorize the City Manager or designee to sign the document on behalf of the City

B. **MOTION TO APPOINT:** Five appointments to the Public Arts Commission

C. **MOTION TO APPROVE:** 36th Annual St. Patrick's Day Festival on March 14, 2026

D. **MOTION TO APPROVE:** 36th Annual St. Patrick's Day Parade on March 14, 2026

E. **MOTION TO APPROVE:** Jeep Crawl for Special Olympics on March 21, 2026

Mayor Baldwin asked Council to consider items 5A-5E together. Mayor Baldwin read the items by title and called for a motion to approve. The motion was made by Councilman Collins and seconded by Councilman Skidmore. Councilman Skidmore stated that a priority list was included in item 5A and requested to be included in future public discussions on this. Councilman Collins added that he would also like to see the current budget priority list. Mayor Baldwin stated this grant was primarily for road paving and opened the floor for public comment.

Damien Triouleyre, 902 Perrin Drive, North Myrtle Beach, asked if the total amount of the grant was \$1.55 Million. Mayor Baldwin stated that was the amount the City requested.

Mr. Triouleyre asked what the total City budget was. Ryan Fabbri, City Manager, stated the total City budget for the year was approximately \$211 million.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

6. UNFINISHED BUSINESS:

A. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, revising murals. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Thomas and seconded by Councilman Collins. Councilman Thomas noted that this amendment allowed businesses to add their logos or names to a mural.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

B. ORDINANCE/SECOND READING: Amendment to the Parkway Group Planned Development District (PDD), revising Parcel Three of the McDowell Corporate Center. Mayor Baldwin read the ordinance by title and called for a motion to approve. The motion was made by Councilwoman McCumbee and seconded by Councilman Coyne. Mayor Baldwin stated Council had requested final renderings before second reading, and they had been received.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

C. ORDINANCE/SECOND READING: First Amendment to the Amended and Restated Development Agreement for Bahama Island Phase II and to authorize the City Manager to sign the document on behalf of the City. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Collins and seconded by Councilman Skidmore. Councilman Collins noted density was not being increased. Mayor Baldwin stated that this amendment added verbiage to the Development Agreement and was essentially housekeeping.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

7. NEW BUSINESS:

A. ORDINANCE/FIRST READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding beach cabanas to non-conforming uses, allowing repair. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Coyne and seconded by Councilwoman McCumbee. Mayor Baldwin noted this amendment allowed existing beach cabanas to be repaired or replaced if the damage exceeded 75 percent.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0

B. ORDINANCE/FIRST READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, revising subdivision signs. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made

by Councilman Thomas and seconded by Councilman Collins. Mayor Baldwin stated this amendment allowed subdivisions with ten or more lots to exceed the current sign regulations. Councilman Skidmore added this had been discussed at a previous workshop.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0

- C. **ORDINANCE/FIRST READING:** Amendments to Chapter 12, Health and Sanitation, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding nuisance parties and impeding public passage. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Collins and seconded by Councilman Coyne. Councilman Thomas noted that this would give Public Safety greater authority regarding house parties and disturbances. Councilman Coyne added that this would allow Public Safety to get situations under control more quickly and stated that staff had done a great job drafting the amendment. Mayor Baldwin stated this was the first step of many to protect the quality of life in the City. Councilman Collins agreed and stated this was a public safety issue and was a great step.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0

- D. **ORDINANCE/FIRST READING:** Rezone Request for ±8.32 acres on Ye Olde Kings Highway. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Thomas and seconded by Councilwoman McCumbee. Suzanne Pritchard, Planning and Development Assistant Director, explained this appeared to be an increase in density but in actuality was not. She stated the parcel was created in a plat in 1968 with 31 lots, with an average lot size of 6179 square feet and the smallest lot size 4000 square feet. She added that the proposed lots were close in size to the original lots. Councilman Collins asked if staff was still waiting for the tree survey. Assistant Director Pritchard stated the tree survey would be submitted at the Sketch Plan process if rezoning was approved. She added the Developer would show all the trees with their proposed lot layouts, and they would be required to bring the roads up to current standards in the Preliminary Plat step. Councilman Skidmore stated he had visited the property and would like to see the developer save the nice hardwoods if possible.

Damien Triouleyre, 902 Perrin Drive, North Myrtle Beach, asked if there was any communal space in this development or if it could be requested. Councilman Thomas stated that only rezoning was being discussed. Assistant Director Pritchard added this could be discussed at the next phase.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0

- E. **SECOND PUBLIC HEARING:** Regarding the First Amendment to the Development Agreement for the Lauret Associates Tract. Mayor Baldwin read the item by title and stated that staff had requested to postpone. Mayor Baldwin called for a motion to postpone. The motion was made by Councilman Collins and seconded by Councilwoman McCumbee.

Having no comment from the Council or public, Mayor Baldwin called for a vote. The motion to postpone passed 6-0.

F. **ORDINANCE/FIRST READING:** First Amendment to the Lauret Associates Tract Development Agreement and to authorize the City Manager to sign the document on behalf of the City. Mayor Baldwin read the item by title and stated that staff had requested to postpone. Mayor Baldwin called for a motion to postpone. The motion was made by Councilman Thomas and seconded by Councilman Skidmore.

Having no comment from the Council or public, Mayor Baldwin called for a vote. The motion to postpone passed 6-0.

8. PUBLIC COMMENT:

Damien Triouleyre, 902 Perrin Drive, North Myrtle Beach, stated he had worked with the City in 2016 to save Ingram Dunes, and he thanked the Council for working together to preserve Ingram Dunes and other natural areas and parks. He added that he looked forward to working with Council in the future.

9. ADJOURNMENT:

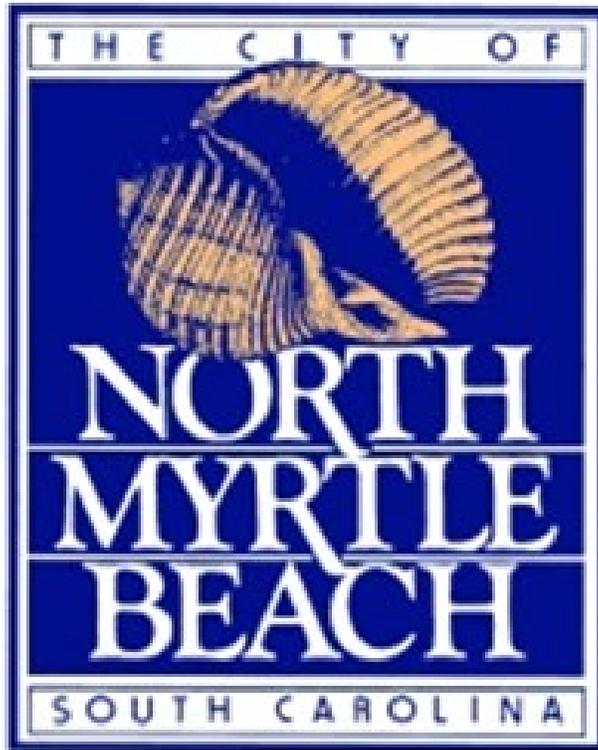
With no further business to discuss, Mayor Baldwin called for a motion to adjourn. The motion was made by Councilman Thomas and seconded by Councilman Collins. The motion passed 6-0, and the meeting was adjourned at 6:37 PM.

Respectfully submitted,

Angela C. Westmoreland, Assistant City Clerk

J.O. BALDWIN, III, MAYOR

Minutes approved and adopted this 16th day of February 2026



Financial Report

For the Six Months Ended December 31, 2025

Unaudited – Prepared for management purposes

GOVERNMENTAL FUNDS

July 1 through December 31, 2025

<u>Revenues</u>	FY2026 Annual		Remaining		% Remaining
	Budget	July-Dec 2025 Actual	Budget		
Property Taxes	\$ 27,678,000	\$ 19,678,816	\$ 7,999,184		28.9%
Licenses and Permits	17,401,500	2,120,535	15,280,965		87.8%
Fines/Forfeitures	550,000	205,817	344,183		62.6%
Recreation Rental Fees	542,000	127,648	414,352		76.4%
Intergovernmental	3,018,600	899,312	2,119,288		70.2%
Sales and Service Charges	2,515,252	1,333,663	1,181,589		47.0%
Miscellaneous	635,000	46,867	588,133		92.6%
Interfund Transfers	14,213,300	7,105,750	\$ 7,107,550		50.0%
Solid Waste Revenues	7,935,400	3,981,320	3,954,080		49.8%
Beach Services Revenues	4,710,000	2,249,145	2,460,855		52.2%
Aquatics & Fitness Center Revenues	3,311,500	844,559	2,466,941		74.5%
Sports & Tourism Park Revenues	2,313,800	1,579,834	733,966		31.7%
	\$ 84,824,352	\$ 40,173,265	\$ 44,651,087		52.6%
<u>Expenditures</u>					
General Government	\$ 5,861,844	\$ 2,443,203	\$ 3,418,641		58.3%
Information Services Department	1,157,613	962,252	195,361		16.9%
Finance	2,073,632	893,449	1,180,183		56.9%
Public Safety	33,941,955	15,224,723	18,717,232		55.1%
Community Services	2,911,156	1,188,099	1,723,057		59.2%
Public Works	5,173,100	2,119,952	3,053,148		59.0%
Parks and Recreation	8,464,362	4,556,473	3,907,889		46.2%
Other Financing Uses	6,965,795	3,272,500	3,693,295		53.0%
Solid Waste Expenditures	7,274,415	3,453,285	3,821,130		52.5%
Beach Services Expenditures	4,321,482	2,416,156	1,905,326		44.1%
Aquatics & Fitness Center Expenditures	3,141,390	1,298,902	1,842,488		58.7%
Sports & Tourism Park Expenditures	3,537,608	1,126,355	2,411,253		68.2%
	\$ 84,824,352	\$ 38,955,349	\$ 45,869,636		54.1%
Governmental Funds	-	1,217,916			

The **General Fund** is on track with expectations.

Two major revenue sources in the General Fund are Property Taxes and Business Licenses, which are not due until mid-January and late April, respectively. Property Tax revenue above includes \$12.8 million of property taxes collected by Horry County in December and received by the City in January. Intergovernmental Revenue includes grant reimbursements, which also tend to come late in the fiscal year.

General Fund expenditures through December 2025 were under budget for the first six months of the fiscal year.

Solid Waste revenues are favorable, slightly ahead of budget. Expenditures slightly exceed budget for the first six months, but the overall fund is in good shape.

Beach Services revenues and expenditures are on track with expectations.

Aquatics & Fitness Center revenues are behind budget expectations, but expenditures are also less than budget expectations. Finance will closely monitor this fund in the coming months.

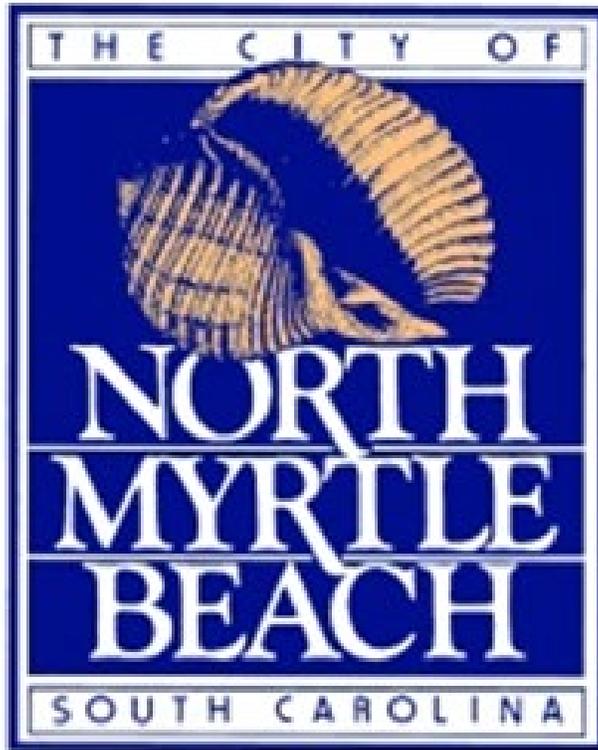
Sports & Tourism Park Fund revenues and expenditures are on track with expectations.

WATER AND SEWER UTILITY FUND

July 1 through December 31, 2025

<u>Revenues</u>	FY2026 Annual		Remaining	
	Budget	July-Dec 2025 Actual	Budget	% Remaining
Water Sales	\$ 9,900,000	\$ 5,142,911	\$ 4,757,089	48.1%
Sewer Sales	7,550,000	3,792,150	3,757,850	49.8%
Water Tap Fees	125,000	86,020	38,980	31.2%
Sewer Tap Fees	30,000	24,418	5,582	18.6%
Miscellaneous	507,714	134,301	373,413	73.5%
Impact Fees	2,700,000	2,716,110	(16,110)	-0.6%
Late Payment Penalties & Service Charge	155,000	102,734	52,266	33.7%
	\$ 20,967,714	\$ 11,998,644	\$ 8,969,070	42.8%
<u>Expenses</u>				
Utility Billing	\$ 1,172,331	\$ 482,778	\$ 689,553	58.8%
Public Works Administration	1,138,308	423,781	714,527	62.8%
Wastewater Treatment	3,585,159	1,343,362	2,241,797	62.5%
Wells/Lifts Maintenance	2,275,880	1,229,038	1,046,842	46.0%
Construction/Maintenance	5,232,436	2,079,559	3,152,877	60.3%
Depreciation	3,400,101	-	3,400,101	100.0%
Overhead Allocation	4,163,499	1,573,884	2,589,615	62.2%
Equipment	-	365,822	(365,822)	0.0%
Impact Fees	-	4,530,949	(4,530,949)	0.0%
	\$ 20,967,714	\$ 12,029,173	\$ 8,938,541	42.6%
 Water and Sewer Utility Fund	 -	 (30,529)		

The **Water and Sewer Utility Fund** is also performing well this fiscal year. Revenues are coming in as expected during the first six months of the fiscal year. Expenses of the system are slightly high but have been expended on long-term system improvements.



Financial Report

January 2026

Unaudited – Prepared for management purposes

GOVERNMENTAL FUNDS

For the Seven Months Ended January 31, 2026

<u>Revenues</u>	January 2026			Remaining Balance	Percent Remaining
	FY2026 Budget	Actual	YTD Actual		
Property Taxes	\$ 27,678,000	\$ 8,681,049	\$ 28,359,865	\$ (681,865)	-2.5%
Licenses & Permits	17,401,500	574,340	2,694,875	14,706,625	84.5%
Fines/Forfeitures	550,000	26,595	232,412	317,588	57.7%
Recreation Rental Fees	542,000	20,551	148,199	393,801	72.7%
Intergovernmental	3,018,600	104,050	1,003,362	2,015,238	66.8%
Sales & Service Charges	2,515,252	87,549	1,421,211	1,094,041	43.5%
Miscellaneous	635,000	15,430	62,297	572,704	90.2%
Interfund Transfers	14,213,300	1,184,442	8,290,192	5,923,108	41.7%
Solid Waste Revenues	7,935,400	621,613	4,602,933	3,332,467	42.0%
Beach Services Revenues	4,710,000	-	2,249,145	2,460,855	52.2%
Aquatics & Fitness Center Revenues	3,311,500	181,861	1,026,420	2,285,080	69.0%
Sports & Tourism Park Revenues	2,313,800	15,864	1,595,697	718,103	31.0%
	\$ 84,824,352	\$ 11,513,344	\$ 51,686,608	\$ 33,137,744	39.1%
<u>Expenditures</u>					
General Government	5,861,844	747,000	3,190,929	2,670,915	45.6%
Information Services Department	1,157,613	253,410	1,217,278	(59,665)	-5.2%
Finance	2,073,632	257,989	1,152,227	921,405	44.4%
Public Safety	33,941,955	4,609,705	19,834,428	14,107,527	41.6%
Community Services	2,911,156	262,309	1,450,408	1,460,748	50.2%
Public Works	5,173,100	798,445	2,918,397	2,254,703	43.6%
Parks & Recreation	8,464,362	1,138,935	5,695,729	2,768,633	32.7%
Other Financing Uses	6,965,795	580,483	3,852,983	3,112,812	44.7%
Solid Waste Expenditures	7,274,415	373,794	3,827,079	3,447,336	47.4%
Beach Services Expenditures	4,321,482	36,977	2,453,132	1,868,350	43.2%
Aquatics & Fitness Center Expenditures	3,141,390	276,294	1,575,731	1,565,659	49.8%
Sports & Tourism Park Expenditures	3,537,608	74,771	1,209,902	2,327,706	65.8%
	\$ 84,824,352	\$ 9,410,111	\$ 48,378,223	36,446,129	43.0%
 Governmental Funds	\$ -	\$ 2,103,233	\$ 3,308,386		

The General Fund is on track with expectations. General Fund revenues are impacted by two major revenue sources received each year in January and April. Real estate property taxes were due by January 15th and approximately \$8.7 million in property taxes collected by Horry County during January are included above. Property tax revenues are ahead of budget expectations. The second major revenue source in the General Fund is from Business Licenses which are due in April. Intergovernmental Revenue includes grant reimbursements, which also tend to come late in the fiscal year.

General Fund expenditures through January 2026 are right on track through the first seven months of the fiscal year with 43% of budgeted expenditures remaining for the last 5 months of the fiscal year.

Solid Waste revenues are favorable, slightly ahead of budget. Expenditures are slightly under budget for the first seven months. Overall Solid Waste is on track with expectations.

Beach Services revenues and expenditures are on track with expectations.

Aquatics & Fitness Center revenues are behind budget expectations, but expenditures are also less than budget expectations. Finance will closely monitor this fund in the coming months.

Sports & Tourism Park Fund revenues and expenditures are on track with expectations.

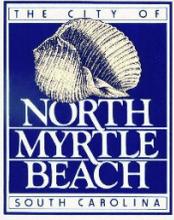
WATER AND SEWER UTILITY FUND

For the Seven Months ended January 31, 2026

<u>Revenues</u>	January 2026			Remaining Balance	Percent Remaining
	FY2026 Budget	Actual	YTD Actual		
Water Sales	9,900,000	624,449	5,767,361	\$ 4,132,639	41.7%
Sewer Sales	7,550,000	492,174	4,284,323	\$ 3,265,677	43.3%
Water Tap Fees	125,000	3,790	89,810	\$ 35,190	28.2%
Sewer Tap Fees	30,000	5,368	29,787	\$ 213	0.7%
Miscellaneous	507,714	207,041	341,312	\$ 166,402	32.8%
Impact Fee Revenues	2,700,000	225,000	1,575,000	\$ 1,125,000	41.7%
Late Payment Penalties & Service Charge:	2,855,000	15,077	117,841	\$ 2,737,159	95.9%
	<u>\$ 20,967,714</u>	<u>\$ 1,347,900</u>	<u>\$ 10,630,434</u>	<u>\$ 10,337,280</u>	<u>49.3%</u>
<u>Expenses</u>					
Utility Billing	1,172,331	118,156	600,934	571,397	48.7%
Public Works Administration	1,138,308	116,388	540,170	598,138	52.5%
Wastewater Treatment	3,585,159	309,391	1,652,753	1,932,406	53.9%
Wells/Lifts Maintenance	2,275,880	184,143	1,414,478	861,402	37.8%
Construction/Maintenance	5,232,436	820,592	2,900,150	2,332,286	44.6%
Depreciation	3,400,101	283,342	1,983,392	1,416,709	41.7%
Overhead Allocation	4,163,499	346,958	1,920,842	2,242,657	53.9%
Equipment	-	54,528	420,349	(420,349)	0.0%
	<u>\$ 20,967,714</u>	<u>\$ 2,233,497</u>	<u>\$ 11,433,069</u>	<u>9,534,645</u>	<u>45.5%</u>
 Water & Sewer Utility Fund	 <u>\$ -</u>	 <u>\$ (885,598)</u>	 <u>\$ (802,635)</u>		

The Water and Sewer Utility Fund is also performing well this fiscal year. The target budget percentage remaining after seven months is expected to be approximately 42%. Weather and tourist activities impact water and sewer sales, so operations are within expectations through January.

For management analysis purposes, capital improvements funded by Impact Fees are not included in the operating expenses above. Impact Fee revenues are included only to the extent that they apply to the operating budget. Actual Year to Date Impact Fees collected through January 2026 are \$3.5 million, higher than budgeted, and are being spent on water and sewer capital projects.



Monthly Report

*December 2025
Human Resources*

HUMAN RESOURCES REPORT – DECEMBER 2025

Human Resources employees were busy assisting departments, processing new and separating employees, employee performance appraisals, pay adjustments and **399** applications/resumes were processed. We continued to assist departments on human resources matters including job postings, announcements, job descriptions, evaluations and change of status forms. We assisted employees with health/life insurance, retirement issues and other personnel-related matters.

New employees received orientation sessions throughout the month. Part-time orientations were completed online. Full-time employees attended in-person orientations to receive information about the City and were enrolled in the City's Health and Wellness Program and other benefits.

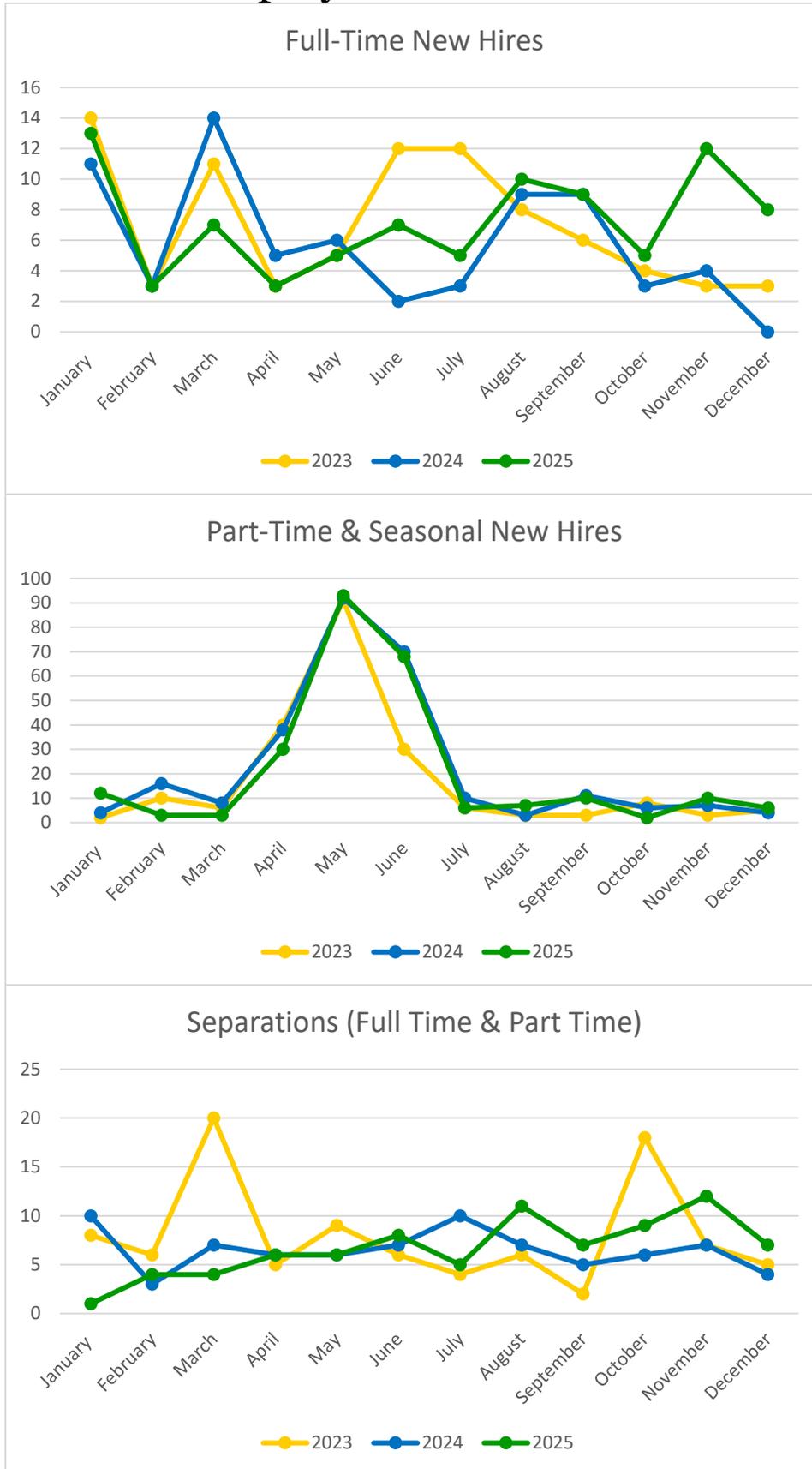
Police Department employees began their biometrics, physicals, and consultation appointments in November and will continue through the month of January. For these employees to be eligible for the 2026 medical plan rate deduction they must have completed this step of the Wellness Incentive Plan by the January 31st deadline.

Employees were able to complete their Open Enrollment for the Healthcare FSA, Dependent Care FSA, and Sick Leave Bank November 3rd through December 3rd. Support labs were offered by Human Resources November 12th, 18th, 19th, 25th, and December 2nd for those needing assistance.

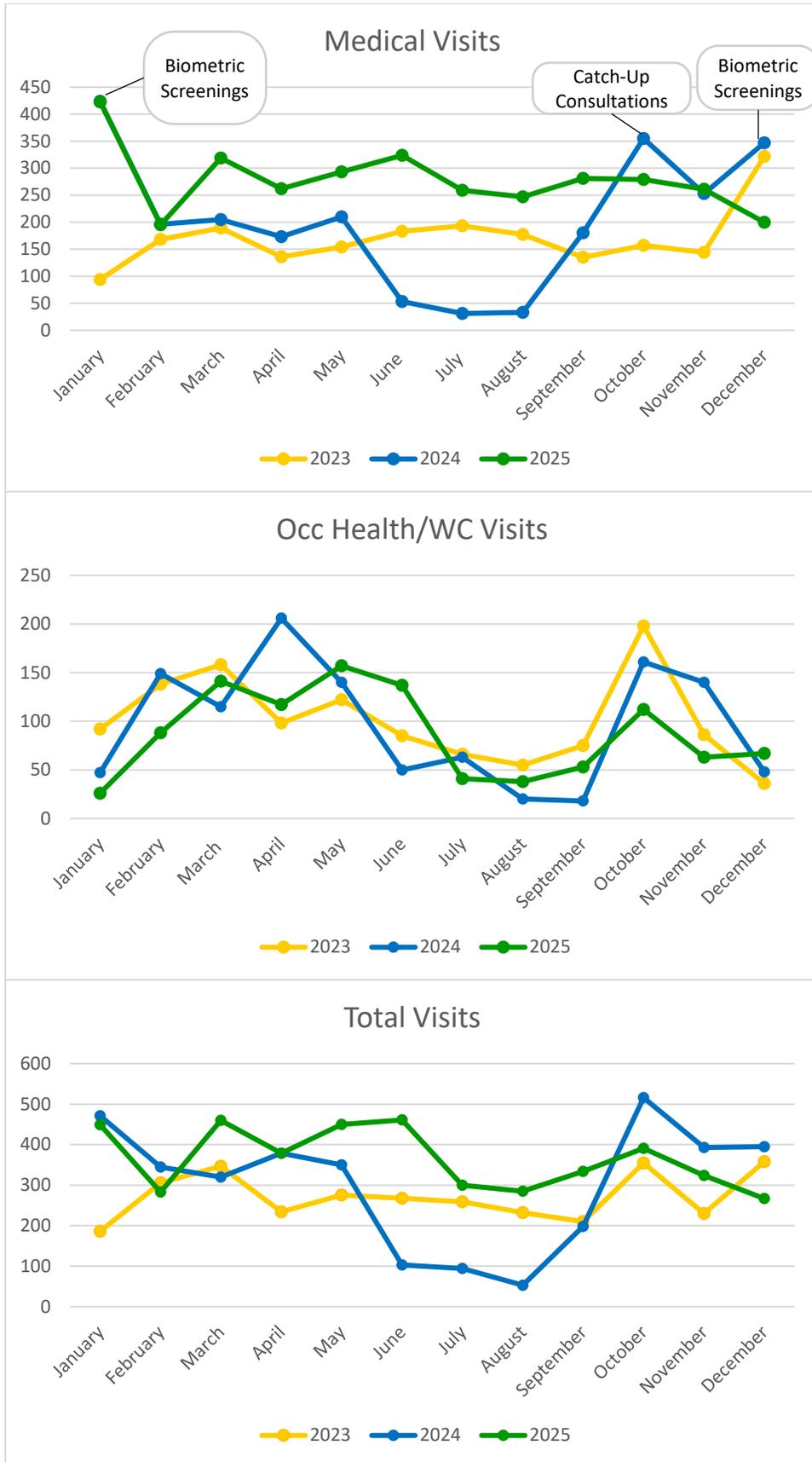
On December 2nd & 3rd, the City brought a masseuse onsite to provide complimentary 15-minute massages to employees. This is a part of the ongoing catalog of Wellness Events available to employees.

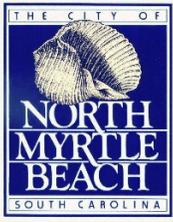
Human Resources hosted an annual holiday event on December 18th 11:00am – 1:00pm. Employees enjoyed hot chocolate, cookies, and the beautifully decorated trees in the City Hall Atrium. Non-perishable items were collected for Helping Hand to support families in need. Employees received a raffle ticket for each item donated, and 3 names were drawn for an Amazon gift card.

Employment Statistics



Clinic Statistics





Monthly Report

*January 2026
Human Resources*

HUMAN RESOURCES REPORT – JANUARY 2026

Human Resources employees were busy assisting departments, processing new and separating employees, employee performance appraisals, pay adjustments and **536** applications/resumes were processed. We continued to assist departments on human resources matters including job postings, announcements, job descriptions, evaluations and change of status forms. We assisted employees with health/life insurance, retirement issues and other personnel-related matters.

New employees received orientation sessions throughout the month. Part-time orientations were completed online. Full-time employees attended in-person orientations to receive information about the City and were enrolled in the City's Health and Wellness Program and other benefits.

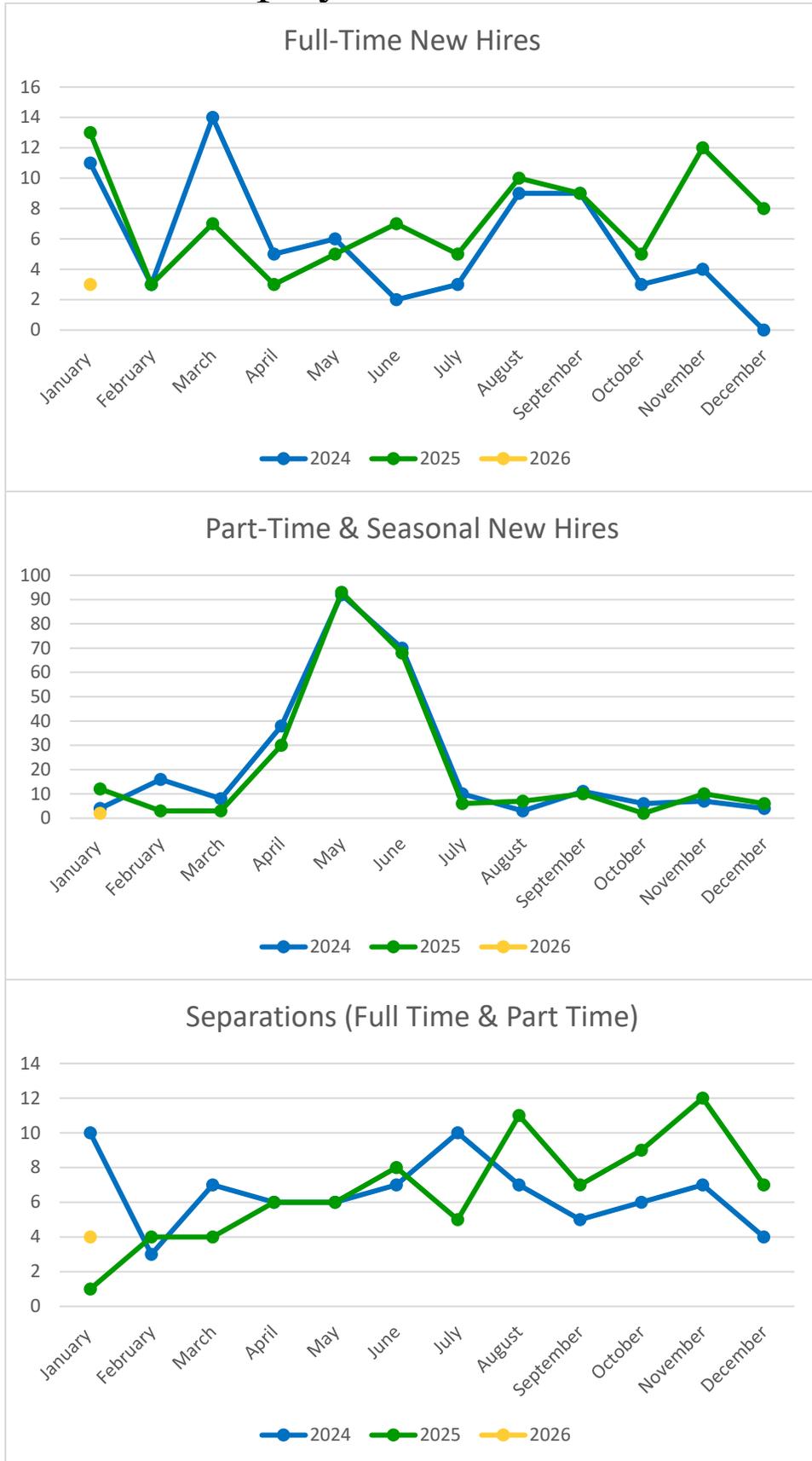
Police Department employees completed their biometrics, physicals, and consultation appointments November through January. Public Works employees are scheduled for the months of February, March, and April. For these employees to be eligible for the 2026 medical plan rate deduction they must have completed this step of the Wellness Incentive Plan by the April 30th deadline.

On January 13th & 14th, our MissionSquare Retirement Plans Specialist, Reggie Johnson, was onsite to meet with employees to discuss any questions regarding their retirement plans.

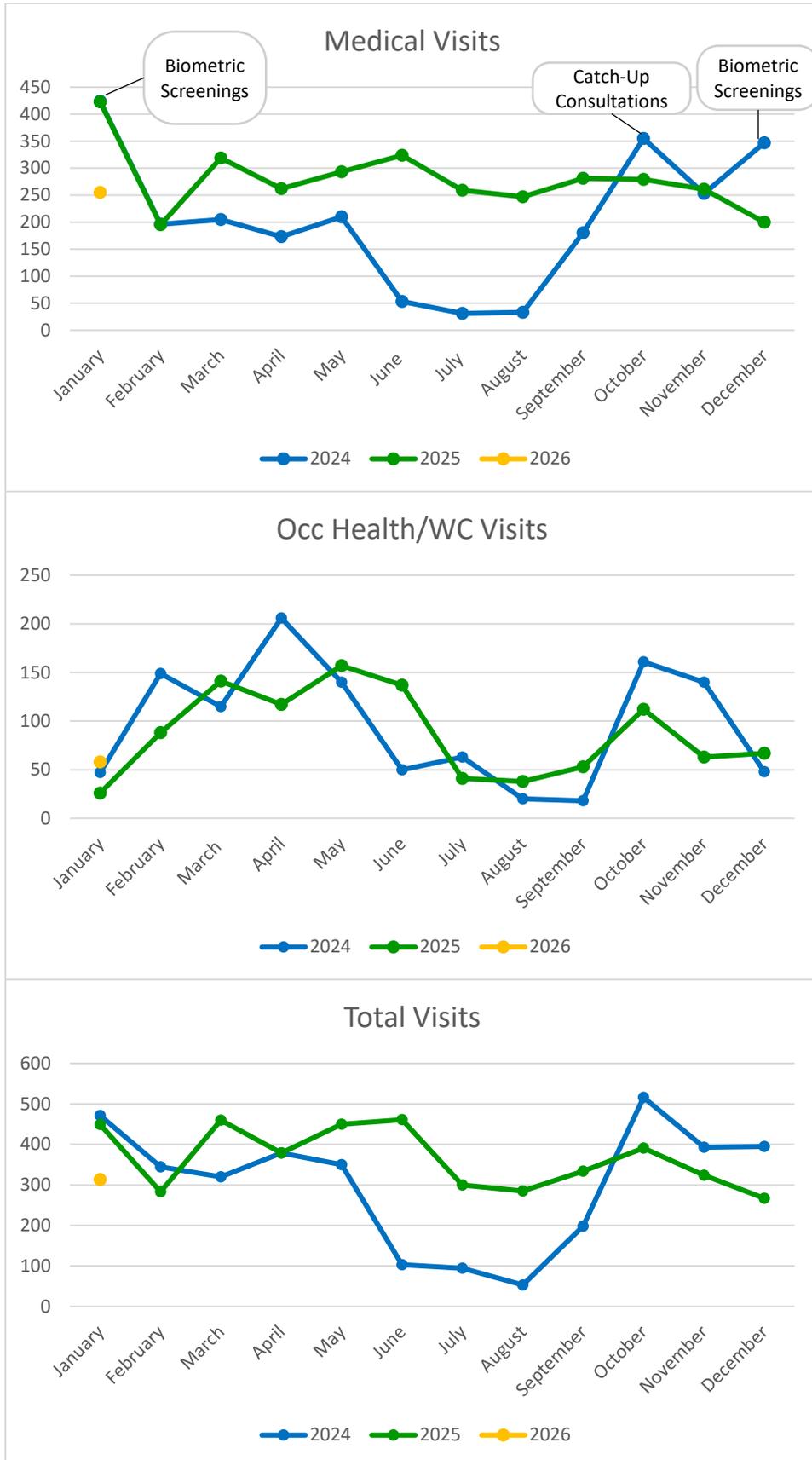
The "Set Goals, Not Resolutions" Wellness Challenge began on January 26th and will conclude on March 2nd. This six-week challenge requires participants to log their required tracking activity each week for all six weeks to earn Reasonable Alternative Standard credit for 1 unattained wellness goal. The health credit will be applied to their HRA funds associated with the Wellness Incentive Plan.

On February 17th, JetDental will be in the Support Services Conference Room providing comprehensive exams, preventative cleanings, and x-rays at no cost. This is a targeted initiative to improve our employees' dental health.

Employment Statistics



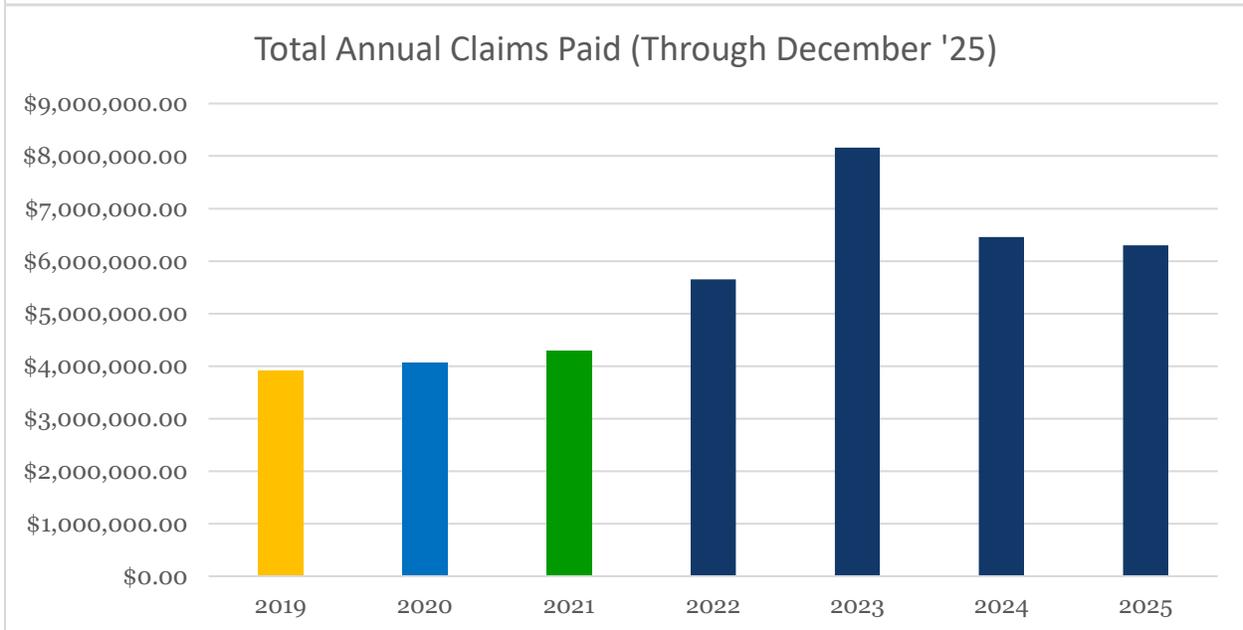
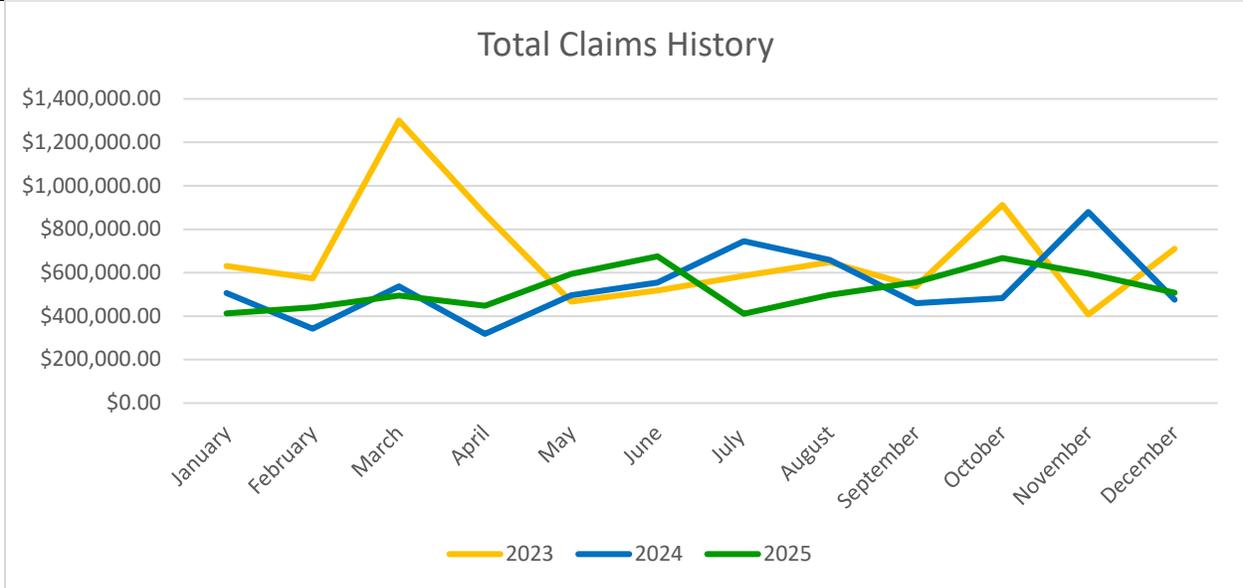
Clinic Statistics



Benefits Statistics

Employee (BCBS & SAV- Rx) Insurance Update:

<u>DECEMBER</u>	Medical Claims Paid	\$337,813.51
<u>DECEMBER</u>	Dental Claims Paid	\$43,106.76
<u>DECEMBER</u>	Vision Claims Paid	\$6,138.22
<u>DECEMBER</u>	Drug Card*	\$121,146.33
TOTAL	December	\$508,204.82





CITY OF NORTH MYRTLE BEACH MONTHLY REPORT

INFORMATION SERVICES - DECEMBER 2025



MONTHLY SUMMARY

In December 2025, the IT Department at the City of North Myrtle Beach continued delivering dependable support and system oversight. The Help Desk team addressed technical issues efficiently throughout the month, while the systems team finalized year-end infrastructure tasks and security improvements. Website activity remained strong, reflecting seasonal demand for city services and events.

Key Highlights:

Help Desk Performance

- **Tickets Opened:** 168
- **Tickets Resolved:** 137
- **Tickets Reopened:** 7
- **Average Resolution Time:** 8 days, 2 hours
- **One-Touch Resolution Rate:** 30%
- **Most Common Resolution Window:** 0–5 hours (54%)
- Common tasks included account assistance, device setup, login resets, and peripheral support

Systems and Security

- Deployed a new surveillance system for a public safety facility
- Resolved access issues to secure grant-related platforms
- Completed patching across core systems and supervisory control environments
- Conducted authentication data cleanup to remove duplicate entries
- Addressed timeout handling for a web-based payment platform
- Renewed certificates for external-facing city web services

Website and Visitor Statistics

- **Total Visits:** 55,852
- **Total Page Views:** 94,314
- **Engagement Trends:** Consistent public access to event schedules, service portals, and holiday content

DETAILED REPORT AND ANALYSIS

Help Desk Performance

During December, the Help Desk processed **168 new tickets**, closing **137** by month-end. Requests were most frequent early in the week, aligned with standard city operating hours.

Ticket Volume by Day:

- Monday: 53
- Tuesday: 43
- Wednesday: 33
- Thursday: 18
- Friday: 20

Average Resolved Tickets by Weekday:

- Monday: 13.8
- Tuesday: 11.4
- Wednesday: 13.3
- Thursday: 11.8
- Friday: 9.3

Resolution time analysis showed that **over half (54%) of tickets were closed within five hours**, indicating quick response to day-to-day needs. The average first response time was under two days, with a continued emphasis on early triage and resolution.

Systems and Security

System administration efforts in December focused on finalizing projects and ensuring readiness for the new year:

- Completed installation and configuration of a surveillance system for a training facility
- Implemented account fixes and secure access resolution for internal platforms
- Performed full patching and maintenance cycles on core infrastructure
- Migrated legacy authentication entries to reduce system redundancy
- Resolved user-facing service delays caused by backend timeout issues
- Renewed security certificates ahead of expiration to maintain compliance

Cybersecurity Overview

- **Spam or Phishing Emails Reported:** 12
- **Firewall Events Investigated:** 21
- **Endpoint Threats Resolved:** 9
- **Confirmed Account Compromises:** 0

Monitoring tools flagged and mitigated several minor threats. No critical incidents occurred.

Web Analytics – December 2025

Total Visits: 55,852

Page Views: 94,314

Average Engagement Time: 44 seconds

Top 10 Pages – December 2025

1. The Great Christmas Light Show
2. Aquatic & Fitness Center
3. North Myrtle Beach, SC | Homepage
4. Search
5. Beach Cameras
6. Bill Pay
7. News Flash
8. Park & Sports Complex
9. Group Fitness Schedule
10. Christmas Parade

Holiday traffic patterns reflected increased interest in city events, services, and seasonal schedules.



CITY OF NORTH MYRTLE BEACH MONTHLY REPORT

INFORMATION SERVICES - JANUARY 2026



MONTHLY SUMMARY

In January 2026, the City of North Myrtle Beach IT Department supported consistent operations across the organization, beginning the year with strong help desk performance, focused system maintenance, and a continued emphasis on staff training. Ticket activity remained steady throughout the month, with a balanced distribution across weekdays and peak engagement during morning hours. The systems team resolved several hardware and access issues while laying groundwork for improved internal workflows. Website traffic remained strong, with lingering holiday interest boosting engagement. The team also facilitated multiple training sessions aimed at improving security awareness and operational competency.

Key Highlights

Help Desk Performance

The Help Desk team handled 196 new tickets in January, resolving 172 by the end of the month. Morning hours between 9 AM and 12 PM remained the busiest, with peak ticket generation occurring midweek. The team saw continued demand for support with email, account access, peripheral setup, and login recovery. First-touch resolution improved slightly over the previous month, with more than 30% of tickets closed immediately without escalation.

- **Tickets Opened:** 196
- **Tickets Resolved:** 172
- **Tickets Reopened:** 9
- **Average Resolution Time:** 4 Days, 16 Hours
- **One-Touch Resolution Rate:** 32.6%
- **Peak Activity Time:** 9 AM – 12 PM

Systems and Security

Systems staff completed several infrastructure tasks and end-user fixes in January. Improvements focused on account synchronization, printer migrations, and minor network hardware updates. Several access issues were resolved for secure platforms, while maintenance efforts continued across core operational environments. No significant downtime or service disruptions were recorded during the month.

- Completed access troubleshooting and reinstated credential-based login for two departments
- Resolved legacy print queue issues remaining from previous month
- Deployed updates to internal file storage and VPN access control
- Began network equipment refresh at select locations

Website and Visitor Statistics

The city's website saw continued engagement in January, with residual traffic from holiday events and service-related content. The Christmas Light Show page remained the top visited despite the event ending earlier in the month. Public safety content, recreation schedules, and billing pages also ranked high in traffic, indicating seasonal interest and routine user activity.

Top Pages:

1. The Great Christmas Light Show
2. Public Safety
3. Recreation Programs
4. City Council Agendas
5. Beach Services Portal
6. Parking Information
7. Online Bill Pay
8. Event Calendar
9. Job Openings
10. Public Works – Trash Schedule

Training

Training activities continued in January with a strong focus on cybersecurity awareness, operational systems, and onboarding for new employees. The department maintained steady participation in simulated phishing exercises and security training modules. Additionally, several staff members completed specialized sessions on fixed asset workflows and system navigation to support finance and operations.

- **Total Training Hours Completed:** 85
- **Security Awareness:** 333 employees completed phishing module
- **Advanced Training:** 180 staff completed follow-up security content
- **Operational Training:** 110 staff trained on fixed asset workflows
- **New Hire IT Orientation:** 6 employees onboarded



Parks and Recreation

December 2025

MONTHLY REPORT

NMB AQUATIC AND FITNESS CENTER

The Aquatic and Fitness Center ended the month of December 2025 with 3,330 packages compared to 3,378 in December 2024. The month of Dember is always a busy one for the AFC! We rang in the Holidays with Merry Monday, hosted a successful toy drive, and celebrated with our big influx of new members. While the kids were out of school our activities department gave parents a break with their Parents Night Out, along with multiple day camps revolving around legos, sports, and crafting. Now the Facility is entering it's 20th New Year, with many more to come!

PACKAGES

	2018	2019	2020	2021	2022	2023	2024	2025
January	2834	3057	3018	2064	2886	3414	3518	3588
February	2899	3039	3068	2154	2989	3428	3563	3510
March	2840	2954	COVID	2075	2846	3359	3429	3545
April	2710	2844	COVID	2190	2846	3250	3412	3288
May	2687	2819	2268	2203	2676	3277	3348	3301
June	2755	2811	2119	2358	2969	3314	3433	3318
July	2729	2814	2031	2359	2735	3432	3399	3335
August	2692	2752	1894	2378	2963	3362	3344	3270
September	2601	2724	1890	2366	2962	3241	3255	3528
October	2709	2819	1966	2391	2979	3274	3221	3235
November	2705	2799	2025	2630	3225	3366	3530	3629
December	2745	2804	2013	2652	3269	3301	3378	3330

MEMBER CHECK-INS

December 2025: 22,124

December 2024: 19,509

AQUATIC PROGRAMS

- Total participation in Aquatics – 7,839
- Private Lessons – 46
- Group Swim Lessons - 11
- Swim Clinic – 2
- Dolphins – 50
- Masters - 35
- Masters & Dolphins Continue
- Water Polo to start

PLANNED EVENTS

- January 2 – 10 New Year Joining Special
- January 10, 17, & 24 Bday Parties
- January 19 & 20 KAOS Program
- January 19 App Launch
- January 19 Safe Sitter
- January 20 Safe at Home
- January 27 Dolphins Meet

FITNESS PROGRAMS

- December 2025 Land Class Participation: 4,482
- 225 classes for the month
Class Average: 19.9
- December 2024 Land Class Participation: 2,932
- 225 classes for the month
Class Average: 13.0
- Total Orientations: 7
- Les Mills Virtual on Demand Participation: 283
- FIT-KIDS: 22

CHILD WATCH & ACTIVITY PROGRAM

- Averaged 9 participants in the morning program – Total: 230 Visits
- Averaged 3 participants in the evening program – Total: 66 Visits

- After School Program – 56 Kids Enrolled
- Mini Camps – 32 Kids Enrolled
- Parents Night Out – 32 Kids Enrolled
- Adult Craft Class – 16 Adults Enrolled
- Birthday Parties – 1 Party held in December

CUSTOMER SERVICE

- 184 total Annual Memberships sold
 - 33 new annual memberships
 - 151 annual memberships renewed
 - 181 people joined monthly
- 72 tours
 - 25 out of state
 - 47 in state
 - Number that joined annually from tours: 10
 - Number that joined monthly from tours: 16

RECREATION COMMISSION

- Meeting held November 19th at City Hall. Angel Sylvester, Special Events and Program Manager gave a presentation highlighting the programs her division offers throughout the year. Next meeting January 21, 2026.

SPECIAL EVENTS & PROGRAMS

GREAT CHRISTMAS LIGHT SHOW DEC 1ST – DEC 30TH

- NMB Park & Sports Complex
- 2-mile drive thru light show with Santa's Village

CITY CHRISTMAS TREE LIGHTING 12/2

- McLean Park

- Local dance groups and Middle school singers entertained 650 in attendance.
- Mr and Mrs Santa were there to visit with the kids and hand out a treat.

WREATH MAKING WORKSHOP 12/4

- J Bryan Floyd Community Center
- 109 participants
- Free workshop to make Christmas wreaths with live greenery.

CHRISTMAS PARADE 12/6

- Main Street
- 80 participants / Rain and wind affected attendance and participation
- One of the area's only night time parade.
- NMB Chamber helped with the registration.

ALL CITY CHOIR CHRISTMAS CANTATA 12/6 & 12/7

- Living Water Baptist Church
- Advance tickets were available for the free event. Both shows were "sold out".
- Large Choir with over 100 participants

BILTMORE ASHEVILLE BUS TRIP 12/8 – 10

- 48 participants
- Visited Biltmore Estate, toured Asheville

PET PHOTOS WITH SANTA 12/13

- At the Park & Sports Complex Dog Park
- 101 dogs participated

DAYCATION 12/17

- Brookgreen Gardens Nights of a Thousand Candles
- 10 participated

UPCOMING

- Get Out & Learn 1/7/26
- NMB Winter Run 1/17/26
- Sweet Stroll 2/7/26
- Family Formal 2/21/26
- 36th Annual St Patrick's Day Parade and Festival 3/14/26

ATHLETICS

- Basketball practices resumed the week of December 1, 2025 for three weeks
- Teams took a break for two weeks over the holidays and then will resume January 5, 2026
- Games will begin January 9, 2026 and run through the middle of February
- There are 52 teams participating in the Winter Basketball leagues with Rookie League, Girls, and Boys
- This year, the girls league was split into 7–8-year-olds, 9–10-year-olds, and 11–13-year-old girls for the first time. Rookie League is co-ed ages 5 and 6. Boys teams are divided into 7–8-year-olds, 9–10-year-olds, 11–12-year-olds, and 13–15-year-olds

SPORTS TOURISM

- There were no sports tourism event scheduled for the month of December due to The Great Christmas Light Show
- The 2026 Sports Tourism Calendar was completed with over 65 events scheduled for City of North Myrtle Beach facilities and parks
- Returning events include Fastpitch Dreams Spring Classic, Coast FA Spring Classic, Hightide Ultimate Frisbee, Perfect Game Baseball, NTBA Basketball Nationals, Triple Crown Softball Summer Nationals, Top Gun Labor Day All-American Games, plus many more

UPCOMING

- Basketball games will begin on January 9th and run through the middle of February with games being played at J Bryan Floyd Community Center and North Myrtle Beach High School
- Preparation will begin for spring sports registration that begins on January 26th

- There are no sports tourism events scheduled for January for field maintenance in preparation for upcoming season
- First sports tourism events will begin in the middle of February

BEACH SERVICES

- Beach box repair is still underway.
- Beach Services Rental Attendant and Italian Ice Cart Attendant positions will be posted Jan 15 for the 2026 season.
- Beach wheelchair rentals are ongoing.
- Recruiting and interviewing for seasonal positions set to begin Jan 1.

PARKS & GROUNDS

Non-Routine Projects and Activities

- Conducted Quarterly Departmental safety meeting

PARKS/BEACH/ RIGHT OF WAYS

- Christmas decorations Main Street wreaths
- Street End trimming and mulching 27thS, 25thS, 23rdS, Hill Street Park
- Mulch playgrounds Central Park, Yow Park
- Inspect/repair snowflakes city wide
- ROW, Side cutting, and slope mowing final cleanup cut for winter
- Parking Lot sealing and stripping 55N, 2ndS, 4thS second row, 15-16thS Lot, 23rdS, 27thS, 47thS
- Walkover renovations 4104, 1013,1517

PARK AND SPORTS COMPLEX/ TREES & CONTRACTS

- Seasonal field renovation
- Set picnic tables, trash cans, and benches for expansion
- Stake and water newly planted trees
- Tree raising on Poinsett Street ahead of RH Moore from 33rd South – 46th South

- Field Light measuring candles in key areas on fields and close to residential area
- PSC Expansion update –
 - Current
 - Baseball complex irrigation, sidewalk, curb, drainage, MEP, and electrical conduit installation. Also grading and amending clay infields and sodding of baseball fields and common grounds, top dress sod with sand
 - Curbing, Landscape planting and mulching, Lot and road paving, Hydro-seeding
 - Base anchor building
 - Upcoming
 - Final pre-certification water and sewer connection and pressure test
 - Champion’s Blvd curb, gutter, paving, lighting, and landscaping
 - Owner related installations – Benches, bleachers, picnic tables, and trash receptacles

LANDSCAPE MAINTENANCE

- Main Street cleanup after Christmas Parade
- Began winter trimming –Medians at Windy Hill Blvd, 48th N, LRNR, 20th N and 11th N; Parking lots at 53rd N, 50th N, 16th S
- 18th Edge and 41st Pocket Parks- leaf removal cleanup
- ROW hazard trimming of Majestic Hawthorne at 13th N/Hwy 17 median
- Removal of excessive sand buildup on the MSC sidewalk
- Irrigation shutoff maintenance preparations for cold weather- ongoing

CUSTODIAL/ FACILITY MAINTENANCE

- Beach and park fountains and showers winterized prior to freezing temps
- Compressor replaced in HVAC unit and broken water line -Baseball Bldg E
- Service calls for 13 maintenance issues at AFC
- Repaired locking mechanism to front doors of JBFCC
- New heater replacement in Soccer women’s RR
- Replaced bulbs to lights on tennis and Pickleball courts at Central Park
- Worked with Equipment crew for Scoreboard sign post installation at PSC expansion
- Offseason Beach Restroom painting- ongoing
- 22K maintenance repairs this month

EQUIPMENT MAINTENANCE

- Construction/welding of scoreboard posts- 10 pair
- Layout, dug and placed concrete of expansion scoreboards
- Set scoreboards on post, coordinated with electrician to complete wiring
- Preventative, off-season servicing of Beach Services vehicles
- Maintenance to GCLS trains as issues arise
- 67 repair tickets this month

SPECIAL EVENTS

- GCLS Set Up & Operations
- Logistical support for Southeast Sports Baseball, Top Gun Baseball & Softball, AFC Swim Meet & Events, NMB Humane Society Sniffari, Veterans Program & Flags, Dashing Through the Glow, and AFC breast Cancer event

UPCOMING & ON-GOING PROJECTS

- Incremental staff ramp-up for PSC Expansion maintenance
- Pickleball complex construction as early as January 5th, 2026
- JBFCC- Gym floor warranty work upcoming
- AFC pool heat exchanger replacement (3 units)



Parks and Recreation

January 2026

MONTHLY REPORT

NMB AQUATIC AND FITNESS CENTER

The Aquatic and Fitness Center ended the month of January 2026 with 3,658 packages compared to 3,588 in January 2025. January kicked off the new year along with our January membership special. We had over 100 new people sign up, and are more packed than ever. We also launched our first app for the AFC. Members can now access information, sign up for classes, and scan their pass straight from their phone!

PACKAGES

	2019	2020	2021	2022	2023	2024	2025	2026
January	3057	3018	2064	2886	3414	3518	3588	3658
February	3039	3068	2154	2989	3428	3563	3510	
March	2954	COVID	2075	2846	3359	3429	3545	
April	2844	COVID	2190	2846	3250	3412	3288	
May	2819	2268	2203	2676	3277	3348	3301	
June	2811	2119	2358	2969	3314	3433	3318	
July	2814	2031	2359	2735	3432	3399	3335	
August	2752	1894	2378	2963	3362	3344	3270	
September	2724	1890	2366	2962	3241	3255	3528	
October	2819	1966	2391	2979	3274	3221	3235	
November	2799	2025	2630	3225	3366	3530	3629	
December	2804	2013	2652	3269	3301	3378	3330	

MEMBER CHECK-INS

January 2026: 27,415

January 2025: 24,699

AQUATIC PROGRAMS

- Total participation in Aquatics – 9,096
- Private Lessons – 56
- Group Swim Lessons – 50
- Dolphins – 44
- Masters – 28
- Masters & Dolphins Continue
- Water Polo to start
- CORE & Beach Guard Training Feb 7 – May 9

PLANNED EVENTS

- February 7, 9, & 12 Staff CPR Courses
- February 10 Adult Craft Club
- February 14 Parents Night Out
- February 16 & 17 KAOS Program
- February 25 Girls Night Out
- February 27, 28 & March 1 Masters Swim Meet
- March 5 Book & Puzzle Swap
- March 13, 20, & 27 TGIF Camps
- March 14 St. Patty's Parade

FITNESS PROGRAMS

- January 2026 Land Class Participation: 5,619
- 232 classes for the month
Class Average: 24.2
- January 2025 Land Class Participation: 4,108
- 226 classes for the month
Class Average: 18.2
- Total Orientations: 24
- Les Mills Virtual on Demand Participation: 321
- FIT-KIDS: 18

CHILD WATCH & ACTIVITY PROGRAM

- Averaged 12 participants in the morning program – Total: 305 Visits
- Averaged 8 participants in the evening program – Total: 152 Visits
- After School Program – 56 Kids Enrolled
- KAOS Program – 50 Kids Enrolled
- Birthday Parties – 4 Party held in January

CUSTOMER SERVICE

- 402 total Annual Memberships sold
 - 135 new annual memberships
 - 267 annual memberships renewed
 - 261 people joined monthly
- 107 tours
 - 26 out of state
 - 81 in state
 - Number that joined annually from tours: 18
 - Number that joined monthly from tours: 10

RECREATION COMMISSION

- Meeting was held on January 21, 2026 at City Hall. Director Matt Gibbons presented potential capital improvement projects. The Recreation Commission will review those projects for further discussion with staff.

SPECIAL EVENTS & PROGRAMS

Get Out & Learn 1/7/2026

- Held at the museum with guest speaker, Out of the Ark, to discuss animals. They bring a variety of animals to hold, touch and learn. 30 in attendance

NMB Winter Run 1/17/26

- Organized by Coastal Race Productions, this race starts on Main Street and travels down Ocean Blvd and neighboring streets.
- 1,001 total participants; 30 States & Canada were represented
- 63% female, 37% male

UPCOMING

Get Out & Learn 2/4/26

Sweet Stroll 2/7/26

ArtVentures 2/12/26

Family Formal 2/21/26

36th Annual St Patrick's Day Parade and Festival 3/14/26

ATHLETICS

Athletics

- Youth basketball games started on January 9th for all ages and will continue through the third week in February. Games are being played at J Bryan Floyd Community Center and North Myrtle Beach High School
- Games were played Monday-Friday evenings and Saturday mornings
- Spring sports registration began on January 26th for City of NMB residents and open registration on January 31st
- Sports offered this spring are tball, baseball, softball, soccer, lacrosse and volleyball

SPORTS TOURISM

- There were no sports tourism events scheduled for the month of January due to fields being closed for routine winter maintenance
- The 2026 Sports Tourism Calendar was completed and is estimated to bring in over \$40 million in economic impact to the City of NMB in 2026. Teams will travel all over the country to play in events at NMB facilities all year
- The Winter Run took place January 17th with 1001 participants from 30 states and Canada

UPCOMING

- Basketball games will wrap up on February 12, 2026, for all age groups

- All Star meetings will be held February 9-11 to select all-star teams in 9-10, 11–12-year-old girls, and 9-10-, 11-12-, and 13–14-year-old boys. These teams will practice and then compete at their respective district tournaments on February 28, 2026
- Spring sports registration will continue until February 22, 2026. All registration will be conducted online
- The athletic department will be accepting sponsors for tball, softball, and baseball teams for the spring season.
- Sports tourism events return in February
 - February 14-16 USSSA Softball (First event on PSC expansion fields)
 - February 20-21 Michael Nash Soccer Tournament hosted by NMB High School
 - February 22-March 20 Fastpitch Dreams Spring Classic Week
 - February 28- Leashes and Beaches K9 Competition

BEACH SERVICES

- Beach rental box repairs is still underway.
- Scheduling recruiting participation at Coastal Carolina and local high schools.
- Currently interviewing for Beach Service Beach Rental Attendant and Italian Ice Cart Attendant.

PARKS & GROUNDS

Non-Routine Projects and Activities

- NRPA MMS attendees- 3 Supervisors

PARKS/BEACH/ RIGHT OF WAYS

- Christmas decorations Main Street wreaths- taken down
- Street End trimming and mulching 62ndN, Cherry Grove Boat Ramp, 6thN-17thN
- Central Park field renovations
- Snow Flake take down around City
- Tanger Outlet Christmas décor takedown
- Spray out winter weeds in non-overseeded areas, fertilize rye grass
- Walkover renovations 1505, 1007

PARK AND SPORTS COMPLEX/ TREES & CONTRACTS

- Field base anchor check measurements and adjust
- Fertilize all rye grass areas
- Water newly planted trees
- Field Light measuring footcandles in key areas on fields and close to residential area
- PSC Expansion update –
 - Current
 - Baseball complex irrigation, sidewalk, curb, drainage, MEP, and electrical conduit installation. Also grading and amending clay infields and sodding of baseball fields and common grounds, top dress sod with sand
 - Curbing, Landscape planting and mulching, Lot and road paving, Hydro-seeding
 - Set home plates and start setting base anchors
 - Upcoming
 - Final pre-certification water and sewer connection and pressure test
 - Champion's Blvd curb, gutter, paving, lighting, and landscaping
 - Owner related installations – Benches, bleachers, picnic tables, and trash receptacles

LANDSCAPE MAINTENANCE

- Take down of City Hall Tree
- Pruned all Muhly Grass locations in landscape bedding
- Shorehaven parking lot- collected and removed unsightly trash and debris
- Removed unsuitable dirt from median at PSC and replaced with topsoil to aid flowers
- Continued winter trimming at Lift Stations- Belle Park, LD Lane and Seabrooke Plantation
- Treated for moles at JBFCC and MSC sign
- Irrigation shut off maintenance preparations for cold weather- ongoing

CUSTODIAL/ FACILITY MAINTENANCE

- Beach and park fountains and showers winterized prior to freezing temps- ongoing
- Replaced wall heater PSC concessions bldg. A
- Service calls for 11 maintenance issues at AFC
- Began new roof installations- two sections at JBFCC
- Added heaters in wall chases to prepare for freezing temps at Beach restrooms
- Repaired gutter downspouts on storage building-PSC

EQUIPMENT MAINTENANCE

- Full-time Mechanic- off-site training for CDL
- Off season walkover minor repairs underway- WW5104, 4th
- Preventative, off-season servicing of Beach Services vehicles- ongoing
- Paint and remote receiver to finish scoreboards in expansion
- New sponsorship signage switched out, measurements for expansion
- PSC irrigation quotes for bore to repair broken wires
- Assist with GCLS takedown- Fat Lady
- 26 repair tickets this month

SPECIAL EVENTS

- GCLS Take down, Inventory, Organize & Repairs
- Logistical support for Winter Run, Department Luncheon

UPCOMING & ON-GOING PROJECTS

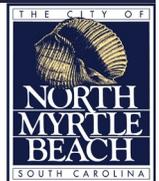
- Incremental staff ramp-up for PSC Expansion maintenance
- Pickleball complex construction start date – still TBD
- JBFCC- Gym floor warranty work upcoming
- AFC pool heat exchanger replacement (3 units)

DEPARTMENT OF PLANNING & DEVELOPMENT



MONTHLY REPORT DECEMBER 2025

Office of Planning and Development
1018 2nd Avenue South, North Myrtle Beach, SC 29582





BUILDING DIVISION MONTHLY REPORT DECEMBER 2025

PERMITS ISSUED	THIS MONTH	LAST MONTH	DEC 2024	THIS FY YTD	LAST FY YTD	%CHANGE
Single Family *	74	62	56	436	303	44%
Townhouse Building Permits ~	2	0	12	51	21	143%
Townhouse Units	(2)	(0)	(12)	(51)	(32)	59%
Multifamily Buildings	0	0	0	0	0	0%
Multifamily Units	(0)	(0)	(0)	(0)	(0)	0%
Mixed-Use (Comm & M/F)	1	0	0	1	0	0%
Hotel/Motel Buildings	0	1	0	0	0	0%
Hotel/Motel Units	(0)	(0)	(0)	(0)	(0)	0%
Commercial	1	1	3	9	27	-67%
Relocation	0	0	0	1	2	-50%
Demolitions	0	5	5	17	29	-41%
Swimming Pools	13	7	14	70	64	9%
Signs	3	7	3	29	24	21%
Alter/Addition/Repair	265	265	224	1970	1738	13%
Mobile Homes (New)	1	1	0	3	8	-63%
Mobile Homes (Replace)	0	0	0	0	0	0%
RV's/Park Models	0	0	0	0	1	-100%
Other	20	25	16	138	140	-1%
TOTALS:	380	374	333	2725	2357	16%

CERTIFICATES ISSUED	THIS MONTH	LAST MONTH	DEC 2024	THIS FY YTD	LAST FY YTD	% CHANGE
C.O.'s	203	408	377	2161	1881	15%
Zoning Compliances	253	317	287	1702	1333	28%

NUMBER OF INSPECTIONS	THIS MONTH	LAST MONTH	DEC 2024	THIS FY YTD	LAST FY YTD	% CHANGE
Building	1228	1344	1151	8614	6554	31%
Electrical	530	582	557	3954	2833	40%
Plumbing	468	552	470	3564	2506	42%
HVAC/Gas	336	451	376	2643	1971	34%
Info (Tenant Changes)	13	12	11	78	83	-6%
C.O.'s	442	554	525	3205	2587	24%
Other	788	1084	666	5490	3437	60%
Totals:	3805	4579	3756	27548	19971	38%
Daily Average	181	229	188			-

BUILDING VALUATION

THIS FY TO DATE	LAST FY TO DATE	CHANGE
\$268,439,975.40	\$234,458,812.08	+14%

REVENUE

THIS FY TO DATE	LAST FY TO DATE	FY BUDGET	% OF BUDGET
\$2,841,129.00	\$832,751.00	\$1,600,000.00	+177%

* In Dec - 0 Duplex Structures
~ In Dec - 1 TH Bldg, 2 Permits

** 3.1, 3.2, 3.4 codes only

MAJOR PROJECTS PERMITTED

<u>PROJECT</u>	<u>LOCATION</u>	<u>VALUATION</u>	<u>PERMIT FEE</u>	<u>DESCRIPTION</u>
Blueberry's Grill	1720 Old Hwy 17	\$1,883,664.60	\$286,543.50	New Construction
Kingswood Amenity Center	1232 Crooked Hook Rd	\$71,718.80	\$1,252.50	New Construction

MONTHLY RECEIPTS REPORT

Tree Bank	\$15,425.00
Tradesman Certification Cards	\$1,125.00
Electrical Safety Inspections - Tenant Changes	\$400.00
Re-inspection Fees	\$700.00
Revised Site Plan Review	1,005.00
Grand Total	\$18,655.00

TENANT CHANGES

Tenant Changes Monthly Statistics:

	TENANT CHANGES			
	New Business (New classification)	New Business (Same classification)	Ownership Transfer	Vacant
December	5	35	0	2

BOARD OF ZONING APPEALS

The City of North Myrtle Beach Board of Zoning Appeals met on Thursday, December 11, 2025, and took the following actions:

1. **APPROVED BZA-25-39:** Application by David Cook for a determination of penalty for the improper removal of a 40.5" tree at 510 10th Avenue
2. **POSTPONED BZA-25-40:** Application by Roger Roy for a 15' foot front yard variance and a 10' side yard variance for a proposed residential project at 6810 Water Tower Road zoned Medium Density Residential, R-2 District.

ZONING DIVISION

Zoning Monthly Complaint Statistics:

	OPEN COMPLAINTS						
	Accessory Structures	Home Occupation	Construction	Parking & Storage of Certain Vehicles	Property Maintenance	Storage Containers & Trailers	Tree Removal
December	1	0	3	2	14	3	0

	CLOSED COMPLAINTS						
	Accessory Structures	Home Occupation	Lighting	Parking & Storage of Recreational Equipment	Property Maintenance	Signs	Tree Removal
December	0	0	0	1	0	0	0

Code Enforcement Monthly Complaint Statistics:

	OPEN COMPLAINTS						
	Civil Matter	Home Occupation	Overgrowth	Property	Right-of-Way	Trash/Debris	Trees
December	0	0	3	1	0	1	0

	CLOSED COMPLAINTS						
	Misc.	Noise	Overgrowth	Property	Right-of-Way	Swimming Pools	Trash/Debris
December	0	1	2	1	0	0	1

PLANNING DIVISION

During the month of December, the City of North Myrtle Beach Planning Commission held one regularly scheduled meeting and workshop.

Monthly Plan and Plat Review Statistics:

	Site Plan Submittals			
	Courtesy Review	Staff-Initiated	Full Submittals	Approved
December	9	0	12	2

Site Specific Development Plan Approvals:

- White Heron at 1104 Highway 17 South
- Chase Bank at 213 Highway 17 North

	Approved Major Final Plats		Approved Major Preliminary Plat		Staff Approved Plats	
	Number	# Lots	Number	# Lots	Number	Acreage
December	2	54	0	NA	8	320

December 8, 2025, Planning Commission Meeting:

CONSENT

- FINAL SUBDIVISION PLAT SUB-25-60:** A major final bonded plat of subdivision creating 26 residential lots, common area, and private rights-of-way in Phase 10C of Grande Dunes North.
- FINAL SUBDIVISION PLAT SUB-25-61:** A major final bonded plat of subdivision creating 28 residential lots, common area, and private rights-of-way in Phase 7B of Grande Dunes North.

Action: The Planning Commission voted unanimously to approve the major final plats of subdivision.

OLD BUSINESS

- SKETCH PLAN SUB-25-19:** A sketch plan of subdivision creating 41 residential lots, open space, and public rights-of-way at Harper Valley off Tom E. Chestnut Road.

Action: The Planning Commission voted unanimously to approve the sketch plan.

- REZONING REQUEST Z-25-15:** The Planning & Development Department received an application requesting the rezoning of one parcel containing ± 0.33 acres located on the corner of Poinsett Street and 37th Avenue South, PIN 391-04-01-0031 from R-2 Medium Density Residential (R-2) to Highway Commercial (HC).

Action: The Planning Commission voted unanimously to recommend denial of the rezoning request. The item was forwarded to the City Council to be considered for first reading of ordinance at the January 5, 2026, meeting.

NEW BUSINESS

- A. **ZONING ORDINANCE TEXT AMENDMENT ZTX-25-13:** City staff has initiated a text amendment adding provisions for the reconstruction, repair, or re-establishment of non-conforming beach cabanas.

Action: The Planning Commission voted unanimously to recommend approval of the zoning text amendment. The item was forwarded to the City Council to be considered for first reading of ordinance at the January 5, 2026, meeting.

- B. **ZONING ORDINANCE TEXT AMENDMENT ZTX-25-14:** City staff has initiated a text amendment revising subdivision and non-commercial signs.

Action: The Planning Commission voted unanimously to recommend approval of the zoning text amendment. The item was forwarded to the City Council to be considered for first reading of ordinance at the January 5, 2026, meeting.

- C. **MINOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-25-18:** City staff received an application for a minor amendment to the Prince Resort Planned Development District (PDD) for a temporary sign for the pier and restaurant.

Action: The Planning Commission voted unanimously to approve the minor amendment.

Respectfully submitted,



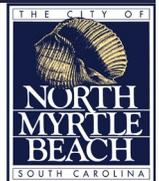
L. Suzanne Pritchard
Assistant Director

DEPARTMENT OF PLANNING & DEVELOPMENT



MONTHLY REPORT JANUARY 2026

Office of Planning and Development
1018 2nd Avenue South, North Myrtle Beach, SC 29582





BUILDING DIVISION MONTHLY REPORT JANUARY 2026

PERMITS ISSUED	THIS MONTH	LAST MONTH	JAN 2025	THIS FY YTD	LAST FY YTD	%CHANGE
Single Family *	61	74	89	497	392	27%
Townhouse Building Permits ~	9	2	10	60	31	94%
Townhouse Units	(9)	(2)	(22)	(60)	(54)	11%
Multifamily Buildings	0	0	0	0	0	0%
Multifamily Units	(0)	(0)	(0)	(0)	(0)	0%
Mixed-Use (Comm & M/F)	4	1	0	5	0	0%
Hotel/Motel Buildings	0	0	0	0	0	0%
Hotel/Motel Units	(0)	(0)	(0)	(0)	(0)	0%
Commercial	1	1	0	10	27	-63%
Relocation	2	0	0	3	2	50%
Demolitions	6	0	3	23	32	-28%
Swimming Pools	9	13	7	79	71	11%
Signs	4	3	2	33	26	27%
Alter/Addition/Repair	274	265	227	2244	1965	14%
Mobile Homes (New)	5	1	1	8	9	-11%
Mobile Homes (Replace)	0	0	0	0	0	0%
RV's/Park Models	0	0	0	0	1	-100%
Other	19	20	15	157	155	1%
TOTALS:	394	380	354	3119	2711	15%

CERTIFICATES ISSUED	THIS MONTH	LAST MONTH	JAN 2025	THIS FY YTD	LAST FY YTD	% CHANGE
C.O.'s	250	203	290	2411	2171	11%
Zoning Compliances	275	253	190	1977	1523	30%

NUMBER OF INSPECTIONS	THIS MONTH	LAST MONTH	JAN 2025	THIS FY YTD	LAST FY YTD	% CHANGE
Building	1332	1228	1070	9946	7624	30%
Electrical	576	530	489	4530	3322	36%
Plumbing	532	468	472	4096	2978	38%
HVAC/Gas	448	336	312	3091	2283	35%
Info (Tenant Changes)	13	13	6	91	89	2%
C.O.'s	479	442	409	3684	2996	23%
Other	834	788	591	6324	4028	57%
Totals:	4214	3805	3349	31762	23320	36%
Daily Average	201	181	160			-

BUILDING VALUATION

THIS FY TO DATE	LAST FY TO DATE	CHANGE
\$333,037,235.80	\$268,673,165.68	+24%

REVENUE

THIS FY TO DATE	LAST FY TO DATE	FY BUDGET	% OF BUDGET
\$3,358,807.00	\$980,164.50	\$1,600,000.00	+209%

* In Jan - 2 Duplex Structures

~ In Jan - 2 TH Bldg, 9 Permits

** 3.1, 3.2, 3.4 codes only

MAJOR PROJECTS PERMITTED

<u>PROJECT</u>	<u>LOCATION</u>	<u>VALUATION</u>	<u>PERMIT FEE</u>	<u>DESCRIPTION</u>
The Exchange at Sunset Grove	2010 N. Myrtle Point Blvd	\$33,302,063.59	\$1,029,401.00	New Construction (Multiple Permits Combined)
Parkers Kitchen	10571 Park Village Dr	\$838,762.00	\$8,283.00	Grading
Wyndham Tower 3	405 S. Ocean Blvd	\$647,444.55	\$6,850.00	Alteration

MONTHLY RECEIPTS REPORT

Tree Bank	\$4,200.00
Tradesman Certification Cards	\$1,250.00
Electrical Safety Inspections - Tenant Changes	\$1,000.00
Re-inspection Fees	\$1,300.00
Grand Total	\$7,750.00

TENANT CHANGES

Tenant Changes Monthly Statistics:

	TENANT CHANGES			
	New Business (New classification)	New Business (Same classification)	Ownership Transfer	Vacant
January	3	2	2	1

BOARD OF ZONING APPEALS

The City of North Myrtle Beach Board of Zoning Appeals met on Thursday, January 8, 2026, and took the following actions:

1. **APPROVED BZA-25-40:** Application by Roger Roy for a 15' foot front yard variance and a 10' side yard variance for a proposed residential project at 6810 Water Tower Road zoned Medium Density Residential, R-2 District.
2. **APPROVED BZA-25-41:** Application by Jerred Roberts to remove a multi trunk tree at 1603 Hillside Drive South.
3. **APPROVED BZA-25-42:** Application by William McFaul to exceed the maximum signage allowances for an under construction 24,900 square foot family dining and entertainment facility at 3607 Highway 17 South zoned Highway Commercial, HC District.
4. **APPROVED BZA-25-43:** Application by Robert Bays for a variance to place a storage building in one of the two front yards at 2410 Douglas Street zoned Mobile / Manufactured Home Residential, R-3 District.
5. **APPROVED BZA-25-44:** Application by Derek DaPonte for a variance to place or have constructed a metal building that exceeds the allowance for a freestanding garage at 1502 26th Avenue North zoned Low Density Single Family Residential, R-1 District.
6. **POSTPONED BZA-25-45:** Application by Michelle Barney for a variance to remove protected trees at 1232 Crooked Hook Road.
7. **DENIED BZA-25-46:** Application by Michelle Barney for a variance to remove a protected tree at 1200 Brackish Bay Road.
8. **APPROVED BZA-25-47:** Application by David Rumney for a variance to remove trees at 948 Morrall Drive.

ZONING DIVISION

Zoning Monthly Complaint Statistics:

COMPLAINTS	January	Ongoing	Closed
Accessory Structures		1	
Home Occupation			
Construction / Permit		3	
Parking & Storage of Certain Vehicles			
Recreational Equipment Storage	1	2	
Signs			
Lighting			
Property Maintenance	1	12	1
Storage Containers & Trailers			2
Tree Removal			

Code Enforcement Monthly Complaint Statistics:

COMPLAINTS	January	Ongoing	Closed
Civil Matter			
Home Occupation			
Overgrowth	3		2
Property	1		9
Right-of-Way	1		1
Trash/Debris		2	5
Trees			
Noise			
Swimming Pools			
Misc.			

PLANNING DIVISION

During the month of January, the City of North Myrtle Beach Planning Commission held one regularly scheduled meeting and workshop.

Monthly Plan and Plat Review Statistics:

	Site Plan Submittals			
	Courtesy Review	Staff-Initiated	Full Submittals	Approved
January	10	0	12	2

Site Specific Development Plan Approvals:

- Sandal Land at 315 Sea Mountain Highway
- Central Park Pickleball Courts

	Approved Major Final Plats		Approved Major Preliminary Plat		Staff Approved Plats	
	Number	# Lots	Number	# Lots	Number	Acreage
January	3	90	0	NA	3	4 AC

January 6, 2026, Planning Commission Meeting:

CONSENT

- FINAL SUBDIVISION PLAT SUB-25-63:** A major final bonded plat of subdivision creating 31 residential lots, common area, and private rights-of-way in Phase 8B of Grande Dunes North.
- FINAL SUBDIVISION PLAT SUB-25-72:** A major final bonded plat of subdivision creating 55 residential lots, common area, and rights-of-way in phase three of the Bell Tract which is also known as Forestwood.
- FINAL SUBDIVISION PLAT SUB-25-77:** A major final bonded plat of subdivision creating 4 commercial lots and private right-of-way for the McDowell Corporate Center.

Action: The Planning Commission voted unanimously to approve the major final plats of subdivision.

NEW BUSINESS

- ZONING ORDINANCE TEXT AMENDMENT ZTX-25-15:** City staff has initiated a text amendment defining inground swimming pools.

Action: The Planning Commission voted unanimously to recommend approval of the zoning text amendment. The item was forwarded to the City Council to be considered for first reading of ordinance at the February 2, 2026, meeting.

- ANNEXATION & ZONING DESIGNATION Z-25-21:** City staff received a petition to annex ±1.05 acres on Buffkin Road identified by PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068. The lots are currently unincorporated and zoned Manufactured/Single-Family 10 (MSF10) by

Horry County. The petition also reflects the requested City of North Myrtle Beach zoning district of Mobile/Manufactured Home Residential (R-3) and will be heard concurrently.

Action: The Planning Commission voted unanimously to recommend approval of the petition for annexation and zoning. The item was forwarded to the City Council to be considered for first reading of ordinance at the February 2, 2026, meeting.

- C. **CAPITAL IMPROVEMENT PROJECT REVIEW CIP-25-1:** Pursuant to § 6-29-540 of the South Carolina Code of Laws, City staff presents a proposed pickleball facility on Possum Trot Road for Planning Commission review, including courts, parking, pedestrian connections, and related site improvements.

Action: The Planning Commission voted unanimously and found the proposed capital improvement project to be consistent with the Comprehensive Plan.

- D. **MINOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-25-19:** City staff received an application for a minor amendment to the Parkway Group Planned Development District (PDD) for a building supply sign.

Action: The Planning Commission voted unanimously to approve the minor amendment.

Respectfully submitted,



L. Suzanne Pritchard
Assistant Director



Police Department Monthly Report December 2025

	<u>2024</u>	<u>2025</u>	<u>% Change</u>
Calls for Service	2582	2130	-18%
Traffic Stops	1189	711	-40%
Arrests	156	135	-13%
<hr/>			
	<u>2025</u>		
Alarms	177	Gun Seizures :	7
Assaults	19		
B&E Autos	10	Drug Seizures:	
Beach Calls	1		
Burglaries	6	Marijuana	Grams 559.55
Complaints involving Animals	41	Meth	Grams 252.3
Criminal Sexual Conduct	6	Pills (Misc)	Pills 31
Domestic Violence	11	Crack cocaine	Grams 14.2
Fighting	9	Amphetamine	Pills 11
Fireworks	4	THC Vape	Vape 4
Golf Cart Violations	4	Cocaine	Grams 3
Indecent Exposures	0	Fentanyl	Grams 2.1
Larcenies	26	THC Gummies	Units 1
Loud Music	23	Mushrooms	Grams 0.4
Mental Subjects	15		
Narcotics	12		
Private Tows	4		
Public Assistance	104		
Public Disorderly Conduct	47		
Shoplifting	36		
Stolen Vehicles	9		
Suspicious Activities	123		
Threats	10		
Trespassing	30		
Vehicle Accidents	128		
Wanted Subjects	8		



Fire/Rescue Department Monthly Report December 2025

Total Calls for Service

<u>2024</u>	<u>2025</u>	<u>% Change</u>
436	399	-8%

Fire Rescue Statistics

2025

Total # Of Incidents Ran	486
Total # Of Fire Incidents Ran	13
Structure/Commercial Fires	9
Medical Incidents	269
Public Assist/Lockouts	59/6
Cardiac Arrests	4
Motor Vehicle Accidents	24
Hazardous Conditions Responses	6
Gas Leaks	3
Illegal Burns	2
Service / Good Intent Calls	125
Fire Alarms	80
Carbon Monoxide	0

Fire Marshal's Office

	<u>2024</u>	<u>2025</u>	<u>% Change</u>
Inspections	102	102	0%
Violations	105	59	-44%
Plan Reviews/Approvals	NA	50	0%
Construction Inspections	NA	73	0%



Police Department Monthly Report January 2026

	<u>2025</u>	<u>2026</u>	<u>% Change</u>
Calls for Service	2130	1933	-9%
Traffic Stops	711	621	-13%
Arrests	111	126	14%
<hr/>			
	<u>2026</u>		
Alarms	122	Gun Seizures :	23
Animal Complaints	48		
Assaults	11	Drug Seizures:	
B&E Autos	22	Marijuana	Grams 145.81
Beach Calls	0	Pills (Misc)	Pills 59
Burglaries	3	Meth	Grams 58.5
Criminal Sexual Conduct	4	Crack cocaine	Grams 3.6
Domestic Violence	12	Cocaine	Grams 3
Fighting	1	Fentanyl	Grams 2.3
Fireworks	0	MDMA	Pills 2
Golf Cart Violations	3		
Indecent Exposures	0		
Larcenies	24		
Loud Music	19		
Mental Subjects	14		
Narcotics	10		
Private Tows	5		
Public Assistance	77		
Public Disorderly Conduct	50		
Shoplifting	28		
Stolen Vehicles	7		
Suspicious Activities	157		
Threats	6		
Trespassing	26		
Vehicle Accidents	98		
Wanted Subjects	13		



Fire/Rescue Department Monthly Report January 2026

Total Calls for Service

<u>2025</u>	<u>2026</u>	<u>% Change</u>
449	427	-5%

Fire Rescue Statistics

2026

Total # Of Incidents Ran	418
Total # Of Fire Incidents Ran	7
Structure/Commercial Fires	4
Medical Incidents	230
Public Assist/Lockouts	28/1
Cardiac Arrests	5
Motor Vehicle Accidents	25
Hazardous Conditions Responses	5
Gas Leaks	2
Illegal Burns	3
Service / Good Intent Calls	95
Fire Alarms	67
Carbon Monoxide Det. Activate	4

Fire Marshal's Office

	<u>2025</u>	<u>2026</u>	<u>% Change</u>
Inspections	181	84	-54%
Violations	38	120	216%
Plan Reviews/Approvals	NA	NA	0%
Construction Inspections	NA	NA	0%

PUBLIC WORKS DEPARTMENT

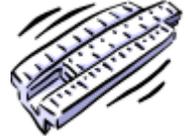
Monthly Report

Dana Hamilton, PE

Interim Director



ENGINEERING DIVISION
Dana Hamilton, PE, Engineering Manager



UTILITY DIVISION
Richard Bellamy, Operations Manager



STREET & DRAINAGE DIVISION
John Bruton, Operations Manager



SANITATION DIVISION
Keith Hemingway, Operations Manager



FLEET MAINTENANCE DIVISION
David Snider, Superintendent



FACILITIES MAINTENANCE DIVISION
Richard Vernon, Superintendent



December 2025

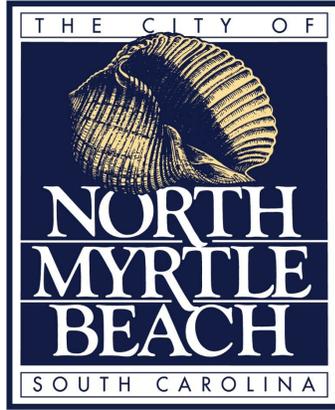
Public Works Department

Monthly Statistics for December

	2025	2024
Water Supply & Use		
• Average Daily Water Use	4.14 MGD	4.28 MGD
• Water Pumped	128,298,600 Gallons	132,638,250 Gallons
• Water Billed**	142,450,000 Gallons	128,567,000 Gallons
Wastewater Treatment		
• Average Daily Sewer Treated	2.45 MGD	1.99 MGD
• Peak Daily Sewer Treated	4.58 MGD	3.31 MGD
• Sewer Treated	76,099,000 Gallons	61,850,000 Gallons
• Sewer Billed**	100,298,000 Gallons	86,774,000 Gallons
Utility Locate Requests	345	304
Solid Waste Collection & Disposal		
• Volume		
○ MSW	926 Tons	910 Tons
○ Yard Waste	249 Tons	245 Tons
○ Recycled (Includes E-Waste)	184 Tons	118 Tons
○ C & D	76 Tons	73 Tons
○ Total Pick-up/Disposal	1,435 Tons	1,346 Tons
• Recycling %	20%	11%
• Landfill Disposal Cost	\$52,331	\$48,964

MGD=Million Gallons per Day

**Includes portion of current month and prior month based on meter reading schedule



December 2025

Number of Encroachment Permits Issued: 115 Total

Residential Driveways: 113

Commercial Driveways: 0

Multifamily Complex from Site Plan: 0

Utility Company: 2

Number of Inspections: 237 Total

Pre-pour Inspections: 112

Post-pour Inspections: 125

Failed Inspections: 35



**North Myrtle Beach - Ocean Monitoring
Official Results for December 2025**

Laboratory Sample ID	Field Sample or Site ID	Myrtle Beach Site ID	SC DHEC Waccamaw Site ID	Sampling Site Location	Sample Collection Point	Collection Date	Collection Time	Nearest Tidal State	Nearest Tide Time	Salinity (psu)	Conductivity (uS)	Enterococci Most Probable Number (CFU/100ml)	Sample Type
E25-1810	WAC-09A		WAC-09A	White Pt. Swash	Swash confluence	12/3/2025	8:04	High	6:02	32.3		313	Grab
E25-1811	WAC-09		WAC-09	47th Ave. South	Street end	12/3/2025	8:18	High	6:02	33.5		<10	Grab
E25-1812	WAC-08		WAC-08	33rd Ave. South	Street end and pipe discharge	12/3/2025	8:25	High	6:02	33.5		<10	Grab
E25-1813	WAC-07		WAC-07	17th Ave. South	Street end and pipe discharge	12/3/2025	8:34	High	6:02	33.6		<10	Grab
E25-1814	WAC-06		WAC-06	9th Ave. South	Street end and pipe discharge	12/3/2025	8:41	High	6:02	33.5		<10	Grab
E25-1815	WAC-05A		WAC-05A	7th Ave. South	Street end and pipe discharge	12/3/2025	8:47	High	6:02	33.5		<10	Grab
E25-1816	WAC-05		WAC-05	3rd Ave. North	Street end and pipe discharge	12/3/2025	8:51	High	6:02	33.5		<10	Grab
E25-1817	WAC-04		WAC-04	16th Ave. North	Street end and pipe discharge	12/3/2025	9:03	High	6:02	33.7		<10	Grab
E25-1818	WAC-03		WAC-03	30th Ave. North	Street end	12/3/2025	9:11	High	6:02	33.7		10	Grab
E25-1818	WAC-03		WAC-03	30th Ave. North	Street end	12/3/2025	9:11	High	6:02	33.7		10	LD
E25-1819	WAC-03		WAC-03	30th Ave. North	Street end	12/3/2025	9:11	High	6:02	33.6		30	FD
E25-1820	WAC-02		WAC-02	45th Ave. North	Street end	12/3/2025	9:19	Low	12:34	33.6		10	Grab
E25-1821	WAC-01		WAC-01	59th Ave. North	Street end	12/3/2025	9:27	Low	12:34	33.5		30	Grab
E25-1857	WAC-09A		WAC-09A	White Pt. Swash	Swash confluence	12/10/2025	8:57	Low	6:03	33.8		<10	Grab
E25-1858	WAC-09		WAC-09	47th Ave. South	Street end	12/10/2025	9:15	Low	6:03	33.3		<10	Grab
E25-1859	WAC-08		WAC-08	33rd Ave. South	Street end and pipe discharge	12/10/2025	9:22	High	12:29	33.0		<10	Grab
E25-1860	WAC-07		WAC-07	17th Ave. South	Street end and pipe discharge	12/10/2025	9:37	High	12:29	33.2		10	Grab
E25-1860	WAC-07		WAC-07	17th Ave. South	Street end and pipe discharge	12/10/2025	9:37	High	12:29	33.2		<10	LD
E25-1861	WAC-07		WAC-07	17th Ave. South	Street end and pipe discharge	12/10/2025	9:37	High	12:29	33.1		<10	FD
E25-1862	WAC-06		WAC-06	9th Ave. South	Street end and pipe discharge	12/10/2025	9:44	High	12:29	33.2		<10	Grab
E25-1863	WAC-05A		WAC-05A	7th Ave. South	Street end and pipe discharge	12/10/2025	9:49	High	12:29	33.8		10	Grab
E25-1864	WAC-05		WAC-05	3rd Ave. North	Street end and pipe discharge	12/10/2025	9:54	High	12:29	33.5		<10	Grab
E25-1865	WAC-04		WAC-04	16th Ave. North	Street end and pipe discharge	12/10/2025	10:03	High	12:29	33.4		<10	Grab
E25-1866	WAC-03		WAC-03	30th Ave. North	Street end	12/10/2025	10:10	High	12:29	33.0		<10	Grab
E25-1867	WAC-02		WAC-02	45th Ave. North	Street end	12/10/2025	10:17	High	12:29	33.1		<10	Grab
E25-1868	WAC-01		WAC-01	59th Ave. North	Street end	12/10/2025	10:24	High	12:29	33.3		<10	Grab
E25-1889	WAC-09A		WAC-09A	White Pt. Swash	Swash confluence	12/17/2025	7:50	High	6:10	33.1		41	Grab



**North Myrtle Beach - Ocean Monitoring
Official Results for December 2025**

Laboratory Sample ID	Field Sample or Site ID	Myrtle Beach Site ID	SC DHEC Waccamaw Site ID	Sampling Site Location	Sample Collection Point	Collection Date	Collection Time	Nearest Tidal State	Nearest Tide Time	Salinity (psu)	Conductivity (uS)	Enterococci Most Probable Number (CFU/100ml)	Sample Type
E25-1889	WAC-09A		WAC-09A	White Pt. Swash	Swash confluence	12/17/2025	7:50	High	6:10	33.1		31	LD
E25-1890	WAC-09A		WAC-09A	White Pt. Swash	Swash confluence	12/17/2025	7:50	High	6:10	33.2		41	FD
E25-1891	WAC-09		WAC-09	47th Ave. South	Street end	12/17/2025	8:02	High	6:10	33.5		<10	Grab
E25-1892	WAC-08		WAC-08	33rd Ave. South	Street end and pipe discharge	12/17/2025	8:09	High	6:10	33.5		10	Grab
E25-1893	WAC-07		WAC-07	17th Ave. South	Street end and pipe discharge	12/17/2025	8:18	High	6:10	33.6		10	Grab
E25-1894	WAC-06		WAC-06	9th Ave. South	Street end and pipe discharge	12/17/2025	8:26	High	6:10	33.6		<10	Grab
E25-1895	WAC-05A		WAC-05A	7th Ave. South	Street end and pipe discharge	12/17/2025	8:32	High	6:10	33.7		<10	Grab
E25-1896	WAC-05		WAC-05	3rd Ave. North	Street end and pipe discharge	12/17/2025	8:39	High	6:10	33.6		<10	Grab
E25-1897	WAC-04		WAC-04	16th Ave. North	Street end and pipe discharge	12/17/2025	8:46	High	6:10	33.6		<10	Grab
E25-1898	WAC-03		WAC-03	30th Ave. North	Street end	12/17/2025	8:53	High	6:10	33.6		<10	Grab
E25-1899	WAC-02		WAC-02	45th Ave. North	Street end	12/17/2025	9:00	High	6:10	33.7		<10	Grab
E25-1900	WAC-01		WAC-01	59th Ave. North	Street end	12/17/2025	9:08	High	6:10	33.9		<10	Grab
E25-1930	WAC-09A		WAC-09A	White Pt. Swash	Swash confluence	12/22/2025	7:54	High	9:22	28.3		20	Grab
E25-1931	WAC-09		WAC-09	47th Ave. South	Street end	12/22/2025	8:08	High	9:22	33.2		20	Grab
E25-1932	WAC-08		WAC-08	33rd Ave. South	Street end and pipe discharge	12/22/2025	8:14	High	9:22	33.2		20	Grab
E25-1933	WAC-07		WAC-07	17th Ave. South	Street end and pipe discharge	12/22/2025	8:25	High	9:22	33.2		<10	Grab
E25-1934	WAC-06		WAC-06	9th Ave. South	Street end and pipe discharge	12/22/2025	8:31	High	9:22	33.3		10	Grab
E25-1935	WAC-05A		WAC-05A	7th Ave. South	Street end and pipe discharge	12/22/2025	8:36	High	9:22	33.3		20	Grab
E25-1936	WAC-05		WAC-05	3rd Ave. North	Street end and pipe discharge	12/22/2025	8:42	High	9:22	33.2		10	Grab
E25-1937	WAC-04		WAC-04	16th Ave. North	Street end and pipe discharge	12/22/2025	8:50	High	9:22	33.1		20	Grab
E25-1938	WAC-03		WAC-03	30th Ave. North	Street end	12/22/2025	8:57	High	9:22	33.1		<10	Grab
E25-1939	WAC-02		WAC-02	45th Ave. North	Street end	12/22/2025	9:05	High	9:22	33.1		10	Grab
E25-1939	WAC-02		WAC-02	45th Ave. North	Street end	12/22/2025	9:05	High	9:22	33.0		10	LD
E25-1940	WAC-02		WAC-02	45th Ave. North	Street end	12/22/2025	9:05	High	9:22	33.1		10	FD

Public Works Department Capital Improvement Project Update

Water and Sewer System Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Water Transmission Improvements Line PhI	Windy Hill	AECOM	RIA/Impact	Under Construction	43% Complete
		RH Moore	\$6,500,000		
North End Water Transmission	Sandridge Rd. to Vereen Road	GMC	Impact	Survey & Design	Easement Aquisition
		TBD	\$2,000,000		
Sewer Force Main Replacement	Windy Hill - Barefoot	NMB	Impact	On Hold	
		TBD	\$300,000		
Myrtle Beach Water Transmission Ph 1	Myrtle Beach	Bolton & Menk	Impact	Ph. I Construction	Continue
		Garney	TBD		
LRN Elevated Tank	Little River Neck	TBD	Impact	Survey & Design	Continue
		TBD	\$2,000,000		
LRN, Jacks Circle & Harrelson Water Line	Little River Neck	City	Horry Co. ARPA	Permitted to Operate. Final Paving/Close-out.	95% Complete
		RCB Contractors	\$1,000,000		
Water Transmission Imp. Tank & Pump Station	Windy Hill	AECOM	RIA/Impact	Under Construction	52% Complete
		TBD	\$5,860,000		

Storm Drainage System Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Palmetto Shores Drainage Improvements	CG/Palmetto Shores	City	Stormwater	Engineering Agreement	Identify Easements
		TBD	\$3,500,000		
18 th Avenue North Outfall - Landward	Ocean Drive	Bolton & Menk	SCOR/Stormwater	99% Complete	Punch List Close Out
		RH Moore	\$7,500,000		
City Drainage Improvements	Various	City	Stormwater	Under Construction	Ongoing
		City	TBD		
Tidal Flood Study	CG Marsh & WH Marsh	USACE	Stormwater	Complete	Review
		N/A	\$400,000		
Ocean Outfall Program	17 th Ave S	USACE	USACE & City	Preliminary Design	Design-Build RFP April 2026
		TBD	\$35,000,000		

Street Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Long Bay Road Paving	Water Tower Rd. to Water Lilly Road	DRG	Developer	Finalize Developer Agreement	Construction By Developer
		TBD	TBD		
NOB ECT	Cherry Grove - 34th N to 37th N	Mead & Hunt	Franchise Fund	Design & Easement	Bid Spring 2026
		TBD	TBD		
CG Boardwalk	Lake Ave. & Duffy St.	Beam & Associates	Streer Imp.	Preliminary Design Complete	Finalize Design Funding
		TBD	TBD		
				Corps Permit Issued	

Street Improvements (cont'd)

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
2 nd Avenue North Widening & Paving	Highway 17 at 2 nd Avenue North	City	St. Imp./CTC	Construction Complete	Close-out & CTC Reimbursement
		Coastal Asphalt	\$612,000		
Hwy 17 & 27 th Ave S Intersection	Highway 17 @ 27 th S	SCDOT	GSATS	Design & R/W	Construction Funding FY 2027 Utility Relocation Plans
		TBD	\$8,000,000		
SCDOT Hwy 17 Safety Imp.	WH & CB	AECOM	SCDOT Safety	Final Plan Review	SCDOT Bid
		TBD	TBD		
NOB ECT	Cherry Grove - 29th N to 34th N	Mead & Hunt	Franchise Fund	Construction 98% Starting Service Conversions	98% Complete Punch List Complete Service Conversions
		Greenwall Construction	\$3,100,000		
LRN Road Path	LRN Road	HRT	GSATS/Horry/NMB	Construction Complete	Close-out and SCDOT LPA Reimbursement
		Coastal Asphalt	\$1,000,000		
Edge Parkway Path Phase I	Edge Pkwy.	HRT	GSATS	FY 26 Funding	LPA Agmt.
		TBD	TBD		
Sidewalk	Commons Blvd., Hwy17N, SpringSt.	HRT	St. Imp.	Survey & Design	Construction Fall/Winter 2026
		TBD	TBD		
Resurfacing 2024	Various	City	Street Imp./CTC	Bid	Contract Award
		TBD	\$2,000,000		
Champions Blvd. Extension Ph. 2	Bourne Trail	Thomas & Hutton	Street Imp.	Under Construction	80%
		AO Hardee	\$5,000,000		
Champions Blvd. Extension Ph. 3	Long Bay Rd.	Thomas & Hutton	Street Imp.	Under Construction	60%
		AO Hardee	\$3,500,000		
SC31 Median U-Turn	SC31 North	City	CTC	SCDOT Permit	Bid and Award
		TBD	\$150,000		
N. Myrtle Point Blvd. Alley	Cherry Grove	City	Street Imp.	Design – Permitting	Obtain Right-of-way
		TBD	TBD		
Water Tower Road Improvements	Water Tower Rd	DRG	CTC	Construction Complete	Closeout, CTC Reimbursement, and Balance
		King Construction	\$242,000		

Facility, Park & Land Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Sanitation Facility Improvements	2 nd Avenue South	HRT	Sanitation Capital	Compactors Complete	Permit Begin Main Building Construction
		Various	TBD		
PS Training at Midcon Building	City Hall Campus	HRT	Capital	On Hold	
		TBD	\$820,000		
Beach Services Parking	City Hall Campus	HRT	Capital	TRC Site Plan Review	Pave after Building Complete
		TBD	TBD		
PW Utility Warehouse	Ocean Dr 1020 6 th Ave South	HRT	Utility	Under Construction	95% Replace Wall Panels
		Sellers Const.	\$736,500		
Fire Station 7	Water Tower Road	PMH Arch.	Capital	Under Construction	Continue
		Tungeston	\$10,000,000		
CG Fire Station	Sea Mountain Hwy	TBD	Capital	Building Condition Review	Evaluate Sites
		TBD	TBD		
Fire Training Facilities	Long Bay Road	PMH Arch.	Capital	Design	Wetland Permitting
		TBD	TBD		
CG Major Canal Dredge	Cherry Grove Marsh	Beam & Assoc.	State/Capital	Complete	Demobilization Complete
		Coastal Dredging	\$2,500,000		
P&G Maintenance Building	NMB Sports Complex	HRT	P & G Capital	Re-Bid 2027	Permit Start Construction
P&G Hill St. Restroom	Hill St. Park	HRT	P & G Capital	Bidding	Permit Contract Award

Beach Access & Parking Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Beach Renourishment	NMB	USACE	Beach/Federal/State	Under Construction	Continue
		Great Lakes	TBD		
6 th Ave South Parking Lot	Ocean Drive	City	Capital	On Hold	Demolish Houses?
		TBD	TBD		
Atlantic Breeze Parking	Crescent Beach South Ocean at 14 th Ave S	City	Capital	Demo 100% Complete	Design & Permit New Parking Lot
		TBD	TBD		
Pelican Motel Parking	Cherry Grove – Sea Mountain Hwy	City	Capital	Demo 100% Complete	Design & Permit New Parking Lot
		TBD	TBD		

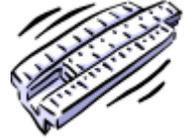
PUBLIC WORKS DEPARTMENT

Monthly Report

***Dana Hamilton, PE
Interim Director***



***ENGINEERING DIVISION
Dana Hamilton, PE, Engineering Manager***



***UTILITY DIVISION
Richard Bellamy, Operations Manager***



***STREET & DRAINAGE DIVISION
John Bruton, Operations Manager***



***SANITATION DIVISION
Keith Hemingway, Operations Manager***



***FLEET MAINTENANCE DIVISION
David Snider, Superintendent***



***FACILITIES MAINTENANCE DIVISION
Richard Vernon, Superintendent***



January 2026

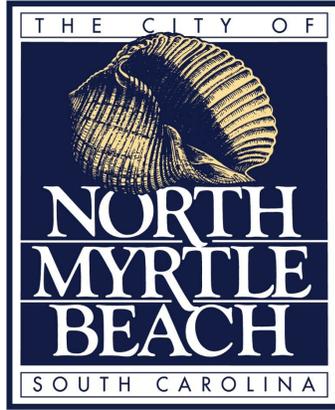
Public Works Department

Monthly Statistics for December

	2025	2024
Water Supply & Use		
• Average Daily Water Use	4.14 MGD	4.28 MGD
• Water Pumped	128,298,600 Gallons	132,638,250 Gallons
• Water Billed**	142,450,000 Gallons	128,567,000 Gallons
Wastewater Treatment		
• Average Daily Sewer Treated	2.45 MGD	1.99 MGD
• Peak Daily Sewer Treated	4.58 MGD	3.31 MGD
• Sewer Treated	76,099,000 Gallons	61,850,000 Gallons
• Sewer Billed**	100,298,000 Gallons	86,774,000 Gallons
Utility Locate Requests	345	304
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January 2026

Number of Encroachment Permits Issued: 91 Total

Residential Driveways: 90

Commercial Driveways: 0

Multifamily Complex from Site Plan: 0

Utility Company: 1

Number of Inspections: 218 Total

Pre-pour Inspections: 107

Post-pour Inspections: 111

Failed Inspections: 32

Public Works Department Capital Improvement Project Update

Water and Sewer System Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
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Street Improvements

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		Construction	Cost		
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		TBD	TBD		
CG Boardwalk	Lake Ave. & Duffy St.	Beam & Associates	Streer Imp.	Preliminary Design Complete	Finalize Design Funding
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Street Improvements (cont'd)

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		Construction	Cost		
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NOB ECT	Cherry Grove - 29th N to 34th N	Mead & Hunt	Franchise Fund	Construction 98% Starting Service Conversions	98% Complete Punch List Complete Service Conversions
		Greenwall Construction	\$3,100,000		
LRN Road Path	LRN Road	HRT	GSATS/Horry/NMB	Construction Complete	Close-out and SCDOT LPA Reimbursement
		Coastal Asphalt	\$1,000,000		
Edge Parkway Path Phase I	Edge Pkwy.	HRT	GSATS	FY 26 Funding	LPA Agmt.
		TBD	TBD		
Sidewalk	Commons Blvd., Hwy17N, SpringSt.	HRT	St. Imp.	Survey & Design	Construction Fall/Winter 2026
		TBD	TBD		
Resurfacing 2024	Various	City	Street Imp./CTC	Bid	Contract Award
		TBD	\$2,000,000		
Champions Blvd. Extension Ph. 2	Bourne Trail	Thomas & Hutton	Street Imp.	Under Construction	80%
		AO Hardee	\$5,000,000		
Champions Blvd. Extension Ph. 3	Long Bay Rd.	Thomas & Hutton	Street Imp.	Under Construction	60%
		AO Hardee	\$3,500,000		
SC31 Median U-Turn	SC31 North	City	CTC	SCDOT Permit	Bid and Award
		TBD	\$150,000		
N. Myrtle Point Blvd. Alley	Cherry Grove	City	Street Imp.	Design – Permitting	Obtain Right-of-way
		TBD	TBD		
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		King Construction	\$242,000		

Facility, Park & Land Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
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		Various	TBD		
PS Training at Midcon Building	City Hall Campus	HRT	Capital	On Hold	
		TBD	\$820,000		
Beach Services Parking	City Hall Campus	HRT	Capital	TRC Site Plan Review	Pave after Building Complete
		TBD	TBD		
PW Utility Warehouse	Ocean Dr 1020 6 th Ave South	HRT	Utility	Under Construction	95% Replace Wall Panels
		Sellers Const.	\$736,500		
Fire Station 7	Water Tower Road	PMH Arch.	Capital	Under Construction	Continue
		Tungeston	\$10,000,000		
CG Fire Station	Sea Mountain Hwy	TBD	Capital	Building Condition Review	Evaluate Sites
		TBD	TBD		
Fire Training Facilities	Long Bay Road	PMH Arch.	Capital	Design	Wetland Permitting
		TBD	TBD		
CG Major Canal Dredge	Cherry Grove Marsh	Beam & Assoc.	State/Capital	Complete	Demobilization Complete
		Coastal Dredging	\$2,500,000		
P&G Maintenance Building	NMB Sports Complex	HRT	P & G Capital	Re-Bid 2027	Permit Start Construction
P&G Hill St. Restroom	Hill St. Park	HRT	P & G Capital	Bidding	Permit Contract Award

Beach Access & Parking Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Beach Renourishment	NMB	USACE	Beach/Federal/State	Under Construction	Continue
		Great Lakes	TBD		
6 th Ave South Parking Lot	Ocean Drive	City	Capital	On Hold	Demolish Houses?
		TBD	TBD		
Atlantic Breeze Parking	Crescent Beach South Ocean at 14 th Ave S	City	Capital	Demo 100% Complete	Design & Permit New Parking Lot
		TBD	TBD		
Pelican Motel Parking	Cherry Grove – Sea Mountain Hwy	City	Capital	Demo 100% Complete	Design & Permit New Parking Lot
		TBD	TBD		

A RESOLUTION

A RESOLUTION OF THE CITY OF NORTH MYRTLE BEACH TO INCREASE THE ANNUAL SALARY FOR THE NORTH MYRTLE BEACH ATTORNEY, CHRIS NOURY, TO ONE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND TWENTY-TWO CENTS (\$173,250.22) FROM CHRIS NOURY'S ANNUAL SALARY OF ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND SIXTEEN CENTS (\$165,000.16).

WHEREAS, Chis Noury, North Myrtle Beach City Attorney had an evaluation on January 5, 2026, by the North Myrtle Beach City Council. His compensation was set at One Hundred Seventy-Three Thousand Two Hundred Fifty Dollars and Twenty-Two Cents (\$173,250.22) per year subject to an increase per periodic review by City Council; and

WHEREAS, the North Myrtle Beach City Council met with Chris Noury in Executive Session for a periodic performance review on January 5, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FOR THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA:

Section 1: The annual salary for the North Myrtle Beach City Attorney, Chris Noury, shall be increased to One Hundred Seventy-Three Thousand Two Hundred Fifty Dollars and Twenty-Two Cents (\$173,250.22).

Section 2: The increase in salary shall be retroactive to January 5, 2026.

Section 3: The Resolution shall become effective upon the date of passage.

DONE, RATIFIED, AND PASSED THIS 16th DAY OF FEBRUARY 2026

Mayor J.O. Baldwin, III

ATTEST:

Allison K. Galbreath, City Clerk

Resolution: RES 26-02

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 5B	Prepared for: Ryan Fabbri, City Manager
Agenda Section: Consent: Motion to Approve	Date: January 30, 2026
Subject: SOS Parade	Division: Administration

Background:

The Society of Strandors (SOS) is requesting approval for the SOS Parade to be held on Saturday, April 25, 2026. The event would take place on Main Street.

The event will be held from 1:00 PM until 3:00 PM. Set-up will begin at 9:00 AM and dismantling will take place at 2:00 PM.

Please see original application, map, and list for street closures attached.

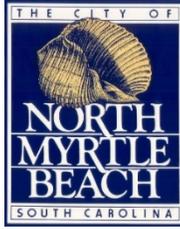
All applicable departments have signed off on the special event verbally or by email.

Recommended Action:

Approve or deny the Special Event Application

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____



FESTIVAL & SPECIAL EVENT DIRECTOR APPROVAL

Festival/Special Event: _____

Date of Event: _____

	Approval	Denial	Method	Date
City Manager/Admin:	_____	_____	_____	_____
Finance:	_____	_____	_____	_____
Human Resources:	_____	_____	_____	_____
Information Technology:	_____	_____	_____	_____
Parks & Recreation:	_____	_____	_____	_____
Planning & Development:	_____	_____	_____	_____
Public Safety:	_____	_____	_____	_____
Public Works:	_____	_____	_____	_____

Date Sent for Director Approval: _____

Any Director Comments: _____

Date for City Council Approval: _____

Certificate of Liability Insurance sent to Risk Manager: _____

Special Event / Festival Permit Application

Instructions

Instructions

To apply for a Special Event / Festival Permit, please complete this application and submit it, including required attachments, to the City of North Myrtle Beach Administration no later than 60 days before your event.

I. Applicant & Sponsoring Organization Information

Sponsoring Organization Name SOS Parade

Chief Officer of Organization Robyn Morley

Applicant Name Terrance McCoy

Address [REDACTED]

Daytime Phone Number [REDACTED]

Evening Phone Number

Fax *Field not completed.*

On-Site Contact Person Terrance Mccoy

Pager / Cell Phone Number [REDACTED]

Is the city a co-sponsor? No

II. Event Information

Event Name SOS Parade

Purpose of Event	Parade
Event Date(s)	4/25/2026
Event Date(s)	<i>Field not completed.</i>
Total Expected Attendance	3000
Location	Main St NMB
Event Hours	1:00 AM - 3:00 PM
Set-Up Hours	9:00 AM - 3:00 PM
Dismantle Hours	2:00 PM - 3:00 PM
List any street(s) you are requesting to be closed as a result of this event. Include street name(s), day, date and time of closing and reopening:	
Street One	Kroger Main St - South Ocean Blvd-
Date / Time Closed	4/25/2026 12:45 PM
Date / Time Opened	4/25/2026 3:00 PM
Street Two	S Ocean Blvd-3rd ave south
Date / Time Closed	4/25/2026 12:45 PM
Date / Time Opened	4/25/2026 3:00 PM
Street Three	3rd Ave South - Hillside
Date / Time Closed	4/25/2026 12:00 AM
Date / Time Opened	4/25/2026 3:00 PM

Street Four

HILLSIDE - 3RD AVE S TO Main St

Date / Time Closed

4/25/2026 12:45 PM

Date / Time Opened

4/25/2026 3:00 PM

III. Event Description

Does the event involve the sale of alcoholic beverages? No

Has State Permit been applied for or received? No

Will items or services be sold at the event? No

Will there be musical entertainment at your event? No

Will there be any tents or canopies at the proposed event site? Yes

Number of Tents 1

Will any tent be over 30 by 30 feet in the area? No

Will there be any fireworks associated with this event? No

Has City Permit been applied for or received? No

Will food be served at this event?	No
Have South Carolina Department of Health and Environmental Control (DHEC) requirements been met?	No
Will you provide portable toilets for the general public attending the event?	Yes
Number of Portable Toilets	3
Number of Americans with Disabilities Act (ADA) Accessible Toilets	1
Will you require the use of City electricity?	No
Will you require the use of City water?	No
Will you require Traffic Control?	Yes
Will you require the use of City Personnel for trash removal?	No
Please list any other services you are	4 Life Guard Chairs Unbrellas at Horse Shoe

requesting from the City
of North Myrtle Beach.

IV. Fees & Proceeds

Is the sponsoring organization a "tax exempt, non-profit" organization as defined by the Internal Revenue Service (IRS)?	Yes
--	-----

Will admission fees be charged to attend the event?	No
---	----

Will fees be charged to vendors to participate in this event?	No
---	----

If the sponsoring organization is not a "tax exempt, non-profit" organization, will donations be made to any charitable organization(s)?	No
--	----

V. Event Site Map

Prior to issuance of a Festival Permit, you are required to submit a Final Event Site map to the City.

Attach a site map of the proposed event site indicating the locations of the following items: [176933669026838772117418286888216.jpg](https://www.cityofnmb.com/DocumentCenter/View/176933669026838772117418286888216)

VI. Security

Will this event require security to handle the event?	Yes
---	-----

Security Source	City Police
-----------------	-------------

Address	North Myrtle Beach
---------	--------------------

On-Site Contact	Terrance McCoy
-----------------	----------------

Phone Number	
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VII. Page Information

Prior to the issuance of a Special Events Permit, proof of insurance will be required.

You must provide an Original Certificate of Insurance showing you have purchased commercial general liability insurance that names “the City of North Myrtle Beach, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. The amount of insurance coverage required will depend on the risk level of the event and will be determined by the City’s Risk Management Office depending on the nature of the event, additional coverage may be required.

VIII. Affidavit

Advance cancellation notice required: If this event is cancelled, please call 843-280-5604 with this information. Otherwise, City personnel and equipment may be needlessly dispatched and approvals of your future applications may be jeopardized.

Electronic Signature Agreement I agree.

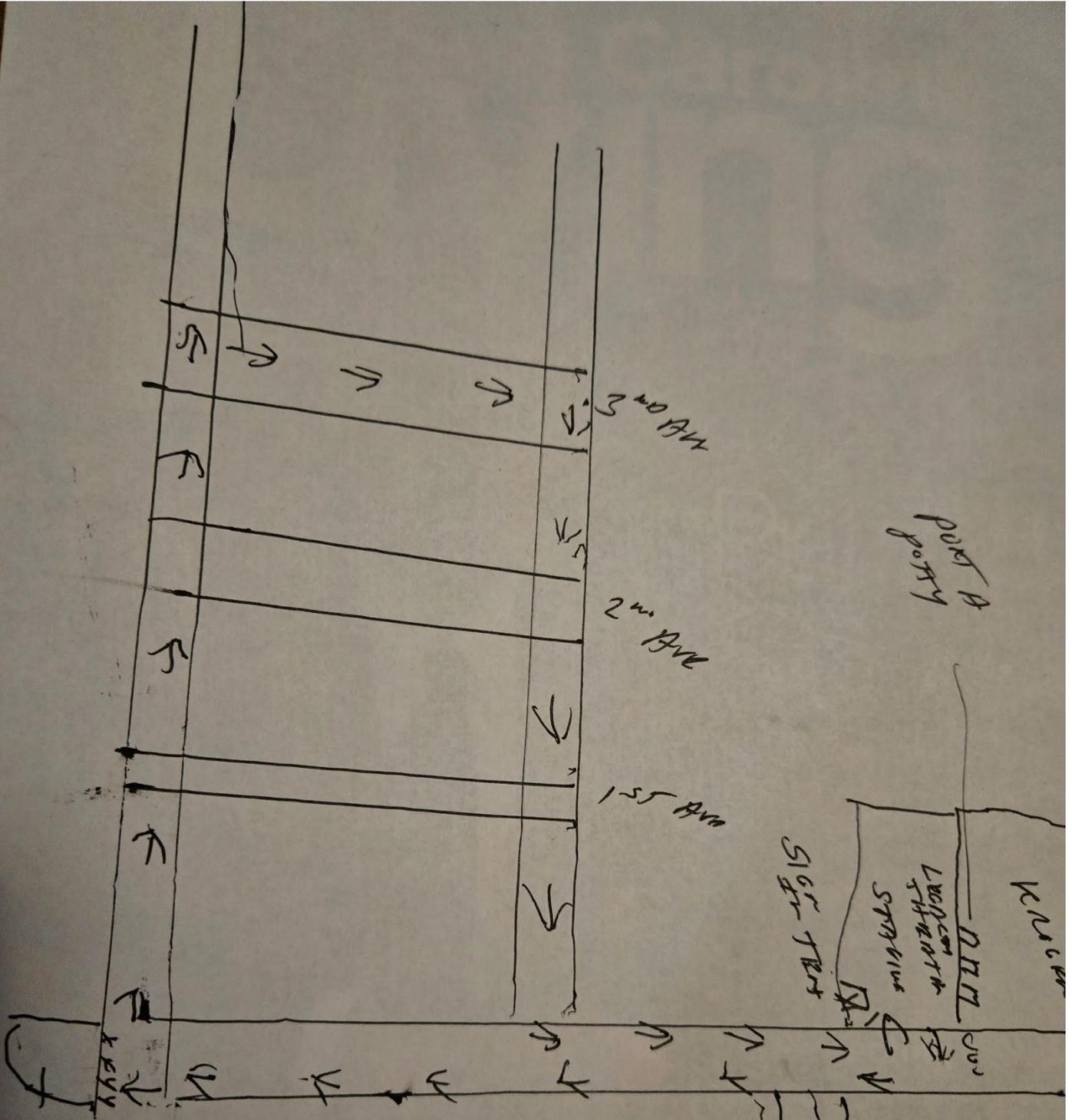
Electronic Signature Terrance McCoy

Date 1/25/2026

Name of Applicant Kathy Mccoy

Title Co Chair

Applicant Email 



HONORS STAFF
 JUDGES LINE
 GRAND CHAIN

Parade Will Travel
 on the wrong side of
 Main St.

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 5C	Prepared for: Ryan Fabbri, City Manager
Agenda Section: Consent: Motion to Approve	Date: January 12, 2026
Subject: Ocean Drive Beach Music Festival	Division: Administration

Background:

The Ocean Drive Beach Music Festival, LLC, is requesting approval to conduct the Ocean Drive Beach Music Festival on Saturday, May 2, 2026. The event will be held from 10:00 AM until 5:30 PM. Set-up will begin at 7:00 AM. Dismantling will begin at 6:00 PM.

Please see attached application and map.

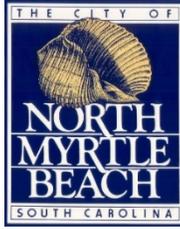
All applicable departments have signed off on the special event verbally or by email.

Recommended Action:

Approve or deny the Special Event Application

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____



FESTIVAL & SPECIAL EVENT DIRECTOR APPROVAL

Festival/Special Event: _____

Date of Event: _____

	Approval	Denial	Method	Date
City Manager/Admin:	_____	_____	_____	_____
Finance:	_____	_____	_____	_____
Human Resources:	_____	_____	_____	_____
Information Technology:	_____	_____	_____	_____
Parks & Recreation:	_____	_____	_____	_____
Planning & Development:	_____	_____	_____	_____
Public Safety:	_____	_____	_____	_____
Public Works:	_____	_____	_____	_____

Date Sent for Director Approval: _____

Any Director Comments: _____

Date for City Council Approval: _____

Certificate of Liability Insurance sent to Risk Manager: _____

Special Event / Festival Permit Application

Instructions

Instructions

To apply for a Special Event / Festival Permit, please complete this application and submit it, including required attachments, to the City of North Myrtle Beach Administration no later than 60 days before your event.

I. Applicant & Sponsoring Organization Information

Sponsoring Organization Name Carolina Beach Music, LLC

Chief Officer of Organization Carolina Beach Music, LLC

Applicant Name Jessica Worley

Address 98 North Ocean Blvd

Daytime Phone Number [REDACTED]

Evening Phone Number [REDACTED]

Fax *Field not completed.*

On-Site Contact Person Jessica G Worley

Pager / Cell Phone Number *Field not completed.*

Is the city a co-sponsor? Yes

What is the name of the city contact person? *Field not completed.*

II. Event Information

Event Name Ocean Drive Beach Music Festival

Purpose of Event Bring festival event to North Myrtle Beach to attract visitors to our City.

Event Date(s) 5/2/2026

Event Date(s) 5/2/2026

Total Expected Attendance 2000

Location 90 South Ocean Blvd. North Myrtle Beach, SC 29582

Event Hours 10:00 AM - 5:30 PM

Set-Up Hours 7:00 AM - 9:30 AM

Dismantle Hours 6:00 PM - 7:30 PM

List any street(s) you are requesting to be closed as a result of this event. Include street name(s), day, date, and time of closing and reopening:

Street One 1st Ave south between Ocean Blvd and Hillside Dr

Date / Time Closed 5/2/2026 5:00 AM

Date / Time Opened 5/2/2026 5:30 PM

Street Two *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

Street Three *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

Street Four *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

III. Event Description

Does the event involve the sale of alcoholic beverages? No

Has State Permit been applied for or received? N/A

Will items or services be sold at the event? No

Will there be musical entertainment at your event? Yes

Number of Stages	1
Number of Bands	3
Type(s) of Music	beach music
Time Music Will Start & Stop	10:00 AM - 5:30 PM
Name of Band(s)	Band of Oz, Jim Quick and Coastline, O'Jays (tent.)
Will there be any tents or canopies at the proposed event site?	Yes
Number of Tents	25
Will any tent be over 30 by 30 feet in the area?	No
Will there be any fireworks associated with this event?	No
Has City Permit been applied for or received?	Yes
Will food be served at this event?	No
Have South Carolina Department of Health and Environmental Control (DHEC)	N/A

requirements been met?

Will you provide portable toilets for the general public attending the event?	Yes
---	-----

Number of Portable Toilets	20
----------------------------	----

Number of Americans with Disabilities Act (ADA) Accessible Toilets	3
--	---

Will you require the use of City electricity?	No
---	----

Will you require the use of City water?	No
---	----

Will you require Traffic Control?	Yes
-----------------------------------	-----

Will you require the use of City Personnel for trash removal?	Yes
---	-----

Please list any other services you are requesting from the City of North Myrtle Beach.	<i>Field not completed.</i>
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IV. Fees & Proceeds

Is the sponsoring organization a "tax exempt, non-profit" organization as defined by the Internal Revenue Service (IRS)?

No

Will admission fees be charged to attend the event?

Yes

Please provide the amount(s).

\$40-\$75

Will fees be charged to vendors to participate in this event?

N/A

If the sponsoring organization is not a "tax exempt, non-profit" organization, will donations be made to any charitable organization(s)?

Yes

Please list the names of the organization(s) and the expected amount of donation.

TR Cancer Fighters, Vet Welcome Home Resource Center and Humane Society of NMB

V. Event Site Map

Prior to issuance of a Festival Permit, you are required to submit a Final Event Site map to the City.

Attach a site map of the [festival-map-city.pdf](#) proposed event site indicating the locations of the following items:

VI. Security

Will this event require security to handle the event? Yes

Security Source Spartan Security

Address Myrtle Beach, SC

On-Site Contact Nate Moran

Phone Number 

VII. Page Information

Prior to the issuance of a Special Events Permit, proof of insurance will be required.

You must provide an Original Certificate of Insurance showing you have purchased commercial general liability insurance that names “the City of North Myrtle Beach, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. The amount of insurance coverage required will depend on the risk level of the

event and will be determined by the City's Risk Management Office depending on the nature of the event, additional coverage may be required.

VIII. Affidavit

Advance cancellation notice required: If this event is cancelled, please call 843-280-5604 with this information. Otherwise, City personnel and equipment may be needlessly dispatched and approvals of your future applications may be jeopardized.

Electronic Signature Agreement I agree.

Electronic Signature Jessica Worley

Date 1/8/2026

Name of Applicant Jessica Worley

Title Owner

Applicant Email 

Southern Serendipity
Clothing store

artist parking

stage surf tent

Bicycle Gates from City

Chain Link or Security Fencing

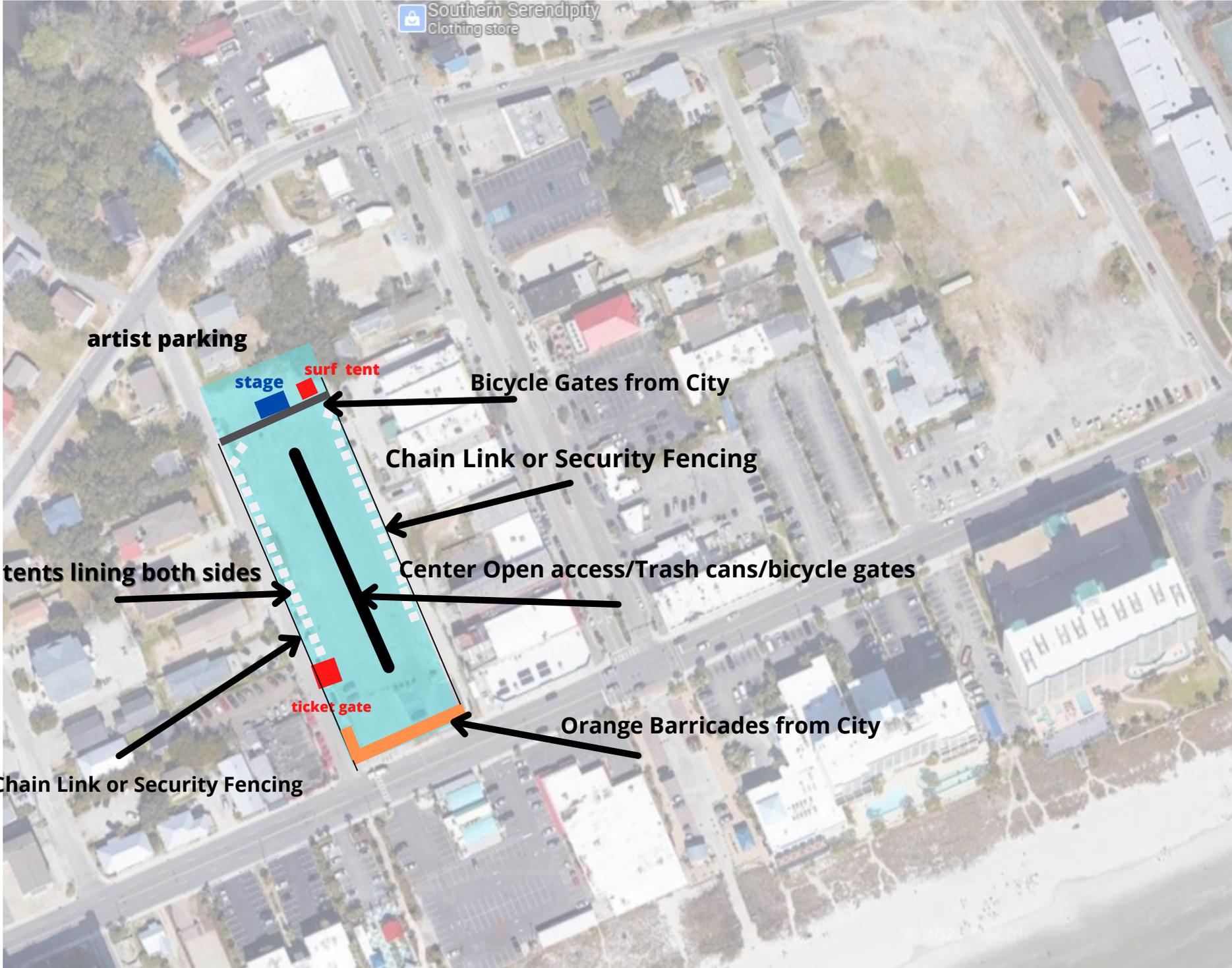
tents lining both sides

Center Open access/Trash cans/bicycle gates

ticket gate

Orange Barricades from City

Chain Link or Security Fencing



REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 5D	Prepared for: Ryan Fabbri, City Manager
Agenda Section: Consent: Motion to Approve	Date: January 12, 2026
Subject: Music on Main Concert Series 2026	Division: Administration

Background:

The North Myrtle Beach Parks and Recreation Department is sponsoring the Music on Main Concert Series, which will be held at the Horseshoe every Thursday, June 4, 2026, through September 24, 2026, between the hours of 6:30 PM and 8:30 PM.

Set-up would be from 2:00 PM to 6:30 PM, and dismantling would be from 8:30 PM to 10:30 PM. They are asking that the Horseshoe be closed from 2:00 PM to 11:00 PM, Main Street be closed from Fat Harold's to Ocean Boulevard from 4:30 PM to 9:00 PM, and Ocean Boulevard be closed from 1st Avenue South to 1st Avenue North from 5:00 PM to 9:00 PM.

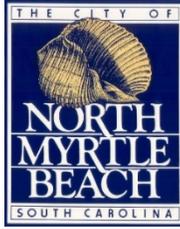
All applicable departments have signed off on the special event verbally or by email.

Recommended Action:

Approve or deny the Special Event Application

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
-----------------------------	--------------------------	---------------------------

Council Action:
Motion By _____ 2nd By _____ To _____



FESTIVAL & SPECIAL EVENT DIRECTOR APPROVAL

Festival/Special Event: _____

Date of Event: _____

	Approval	Denial	Method	Date
City Manager/Admin:	_____	_____	_____	_____
Finance:	_____	_____	_____	_____
Human Resources:	_____	_____	_____	_____
Information Technology:	_____	_____	_____	_____
Parks & Recreation:	_____	_____	_____	_____
Planning & Development:	_____	_____	_____	_____
Public Safety:	_____	_____	_____	_____
Public Works:	_____	_____	_____	_____

Date Sent for Director Approval: _____

Any Director Comments: _____

Date for City Council Approval: _____

Certificate of Liability Insurance sent to Risk Manager: _____

Special Event / Festival Permit Application

Instructions

Instructions

To apply for a Special Event / Festival Permit, please complete this application and submit it, including required attachments, to the City of North Myrtle Beach Administration no later than 60 days before your event.

I. Applicant & Sponsoring Organization Information

Sponsoring Organization Name City of North Myrtle Beach Parks and Recreation

Chief Officer of Organization Matt Gibbons

Applicant Name Angel Sylvester

Address 1030 Possum Trot Road NMB SC 29582

Daytime Phone Number [REDACTED]

Evening Phone Number [REDACTED]

Fax *Field not completed.*

On-Site Contact Person Angel Sylvester

Pager / Cell Phone Number [REDACTED]

Is the city a co-sponsor? Yes

What is the name of the city contact person? Angel Sylvester

II. Event Information

Event Name Music on Main Concert Series

Purpose of Event Community and Tourism Special Events - Thursday night concerts June through September 2026

Event Date(s) *June 4, 2026 through September 24, 2026*

Event Date(s) *Field not completed.*

Total Expected Attendance 1500+ per concert

Location Horseshoe - 1W.W. South Ocean Blvd NMB SC 29582

Event Hours 6:30 PM - 8:30 PM

Set-Up Hours 2:00 PM - 6:30 PM

Dismantle Hours 8:30 PM - 10:30 PM

List any street(s) you are requesting to be closed as a result of this event. Include street name(s), day, date and time of closing and reopening:

Street One Horseshoe (no parking after 2:00 PM)

Date / Time Closed 2:00 PM

Date / Time Opened 11:00 PM

Street Two Main Street; closed from Fat Harolds to Ocean Blvd

Date / Time Closed 4:30 PM

Date / Time Opened 9:00 PM

Street Three Ocean Blvd.; 1st Ave N to 1st Ave S

Date / Time Closed 5:00 PM

Date / Time Opened 9:00 PM

Street Four *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

III. Event Description

Does the event involve No
the sale of alcoholic
beverages?

Has State Permit been Yes
applied for or received?

Will items or services be No
sold at the event?

Will there be musical Yes
entertainment at your
event?

Number of Stages	1
Number of Bands	1 each week
Type(s) of Music	Varies
Time Music Will Start & Stop	6:30 PM - 8:30 PM
Name of Band(s)	Varies
Will there be any tents or canopies at the proposed event site?	Yes
Number of Tents	1/2
Will any tent be over 30 by 30 feet in the area?	No
Will there be any fireworks associated with this event?	No
Has City Permit been applied for or received?	Yes
Will food be served at this event?	No
Have South Carolina Department of Health and Environmental Control (DHEC)	N/A

requirements been met?

Will you provide portable toilets for the general public attending the event? No

Will you require the use of City electricity? Yes

Will you require the use of City water? Yes

Will you require Traffic Control? Yes

Will you require the use of City Personnel for trash removal? Yes

Please list any other services you are requesting from the City of North Myrtle Beach. Parks and Grounds for road closures

IV. Fees & Proceeds

Is the sponsoring organization a "tax exempt, non-profit" organization as defined by the Internal Revenue Service (IRS)? No

Will admission fees be charged to attend the event? No

Will fees be charged to vendors to participate in this event? No

If the sponsoring organization is not a “tax exempt, non-profit” organization, will donations be made to any charitable organization(s)? No

V. Event Site Map

Prior to issuance of a Festival Permit, you are required to submit a Final Event Site map to the City.

Attach a site map of the proposed event site indicating the locations of the following items: [Music on Main 2025.jpg](#)

VI. Security

Will this event require security to handle the event? Yes

Security Source City of NMB Police

Address *Field not completed.*

On-Site Contact *Field not completed.*

Phone Number *Field not completed.*

VII. Page Information

Prior to the issuance of a Special Events Permit, proof of insurance will be required.

You must provide an Original Certificate of Insurance showing you have purchased commercial general liability insurance that names “the City of North Myrtle Beach, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. The amount of insurance coverage required will depend on the risk level of the event and will be determined by the City’s Risk Management Office depending on the nature of the event, additional coverage may be required.

VIII. Affidavit

Advance cancellation notice required: If this event is cancelled, please call 843-280-5604 with this information. Otherwise, City personnel and equipment may be needlessly dispatched and approvals of your future applications may be jeopardized.

Electronic Signature Agreement I agree.

Electronic Signature Angel Syvlester

Date 1/8/2026

Name of Applicant Angel Sylvester

Title Special Events and Programs Manager

Applicant Email

Music on Main

Legend

- Road
- Untitled Path



Road Closure

Road Closure

Road Closure

Stage Stage

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 5E	Prepared for: Ryan Fabbri, City Manager
Agenda Section: Consent: Motion to Approve	Date: January 12, 2026
Subject: Pink Ribbon Run	Division: Administration

Background:

Coastal Race Productions is requesting approval for the Pink Ribbon Run on September 26, 2026. The event will be held between the hours of 7:00 AM and 10:30 AM. Set-up will begin at 3:00 AM, and dismantling will begin at 10:30 AM.

Please see attached application and map.

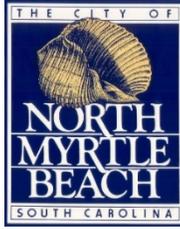
All applicable departments have signed off on the special event either verbally or by email.

Recommended Action:

Approve or deny the Special Event Application

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____



FESTIVAL & SPECIAL EVENT DIRECTOR APPROVAL

Festival/Special Event: _____

Date of Event: _____

	Approval	Denial	Method	Date
City Manager/Admin:	_____	_____	_____	_____
Finance:	_____	_____	_____	_____
Human Resources:	_____	_____	_____	_____
Information Technology:	_____	_____	_____	_____
Parks & Recreation:	_____	_____	_____	_____
Planning & Development:	_____	_____	_____	_____
Public Safety:	_____	_____	_____	_____
Public Works:	_____	_____	_____	_____

Date Sent for Director Approval: _____

Any Director Comments: _____

Date for City Council Approval: _____

Certificate of Liability Insurance sent to Risk Manager: _____

Special Event / Festival Permit Application

Instructions

Instructions

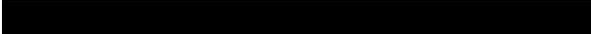
To apply for a Special Event / Festival Permit, please complete this application and submit it, including required attachments, to the City of North Myrtle Beach Administration no later than 60 days before your event.

I. Applicant & Sponsoring Organization Information

Sponsoring Organization Name Coastal Race Productions

Chief Officer of Organization Johnna Terragna

Applicant Name Johnna Terragna

Address 

Daytime Phone Number 

Evening Phone Number 

Fax *Field not completed.*

On-Site Contact Person David Hutnik

Pager / Cell Phone Number *Field not completed.*

Is the city a co-sponsor? Yes

What is the name of the city contact person? Angel Sylvester

II. Event Information

Event Name Pink Ribbon Run

Purpose of Event To raise awareness and funds to support local families dealing with the financial affects of cancer.

Event Date(s) 9/26/2026

Event Date(s) *Field not completed.*

Total Expected Attendance 1500

Location 2314 Doveshell Dr, North Myrtle Beach, SC 29582

Event Hours 7:00 AM - 10:30 AM

Set-Up Hours 3:00 AM - 7:00 AM

Dismantle Hours 10:30 AM - 11:30 AM

List any street(s) you are requesting to be closed as a result of this event. Include street name(s), day, date and time of closing and reopening:

Street One Doveshell Dr (One Lane)

Date / Time Closed 9/26/2026 6:45 AM

Date / Time Opened 9/26/2026 10:30 AM

Street Two Village Crossing Rd between Harbour Pointe Dr and Barefoot Resort Bridge Rd (North Bound Lanes at the start of each race and just one lane of the southbound side throughout the morning)

Date / Time Closed 9/26/2026 7:00 AM

Date / Time Opened 9/26/2026 10:30 AM

Street Three *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

Street Four *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

III. Event Description

Does the event involve the sale of alcoholic beverages? No

Has State Permit been applied for or received? N/A

Will items or services be sold at the event? Yes

Please describe.	Running related items for sale and/or donation
Will there be musical entertainment at your event?	Yes
Number of Stages	1
Number of Bands	1
Type(s) of Music	DJ Music/Race Announcing
Time Music Will Start & Stop	7:00 AM - 10:30 AM
Name of Band(s)	Steven Mullins
Will there be any tents or canopies at the proposed event site?	No
Will there be any fireworks associated with this event?	No
Has City Permit been applied for or received?	N/A
Will food be served at this event?	No
Have South Carolina Department of Health and Environmental	N/A

Control (DHEC) requirements been met?

Will you provide portable toilets for the general public attending the event? Yes

Number of Portable Toilets 1 per 75

Number of Americans with Disabilities Act (ADA) Accessible Toilets 1

Will you require the use of City electricity? No

Will you require the use of City water? No

Will you require Traffic Control? Yes

Will you require the use of City Personnel for trash removal? Yes

Please list any other services you are requesting from the City of North Myrtle Beach. *Field not completed.*

IV. Fees & Proceeds

Is the sponsoring organization a "tax exempt, non-profit" organization as defined by the Internal Revenue Service (IRS)?

No

Will admission fees be charged to attend the event?

Yes

Please provide the amount(s).

\$19 - \$89 on a sliding scale

Will fees be charged to vendors to participate in this event?

Yes

Please provide the amount(s).

\$250 - \$2500

If the sponsoring organization is not a "tax exempt, non-profit" organization, will donations be made to any charitable organization(s)?

Yes

Please list the names of the organization(s) and

Caring in our Lifetime

the expected amount of donation.

V. Event Site Map

Prior to issuance of a Festival Permit, you are required to submit a Final Event Site map to the City.

Attach a site map of the [2025 PINK RIBBON RUN-2.png](#) proposed event site indicating the locations of the following items:

VI. Security

Will this event require security to handle the event? No

VII. Page Information

Prior to the issuance of a Special Events Permit, proof of insurance will be required.

You must provide an Original Certificate of Insurance showing you have purchased commercial general liability insurance that names “the City of North Myrtle Beach, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. The amount of insurance coverage required will depend on the risk level of the event and will be determined by the City’s Risk Management Office depending on the nature of the event, additional coverage may be required.

VIII. Affidavit

Advance cancellation notice required: If this event is cancelled, please call 843-280-5604 with this information. Otherwise, City personnel and equipment may be needlessly dispatched and approvals of your future applications may be jeopardized.

Electronic Signature Agreement I agree.

Electronic Signature Johnna Terragna

Date 1/3/2026

Name of Applicant Johnna Terragna

Title Owner | Race Director

Applicant Email 

DOVESHELL DR

LIGHTNING WHELK CT

THORNY OYSTER WAY

SPOT

MOONSHELL DR

PORTAJONS

COASTAL RACE TRAILER

AWARD

VENDORS

EMT

START

FINISH



REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 5F	Prepared for: Ryan Fabbri, City Manager
Agenda Section: Consent: Motion to Approve	Date: February 6, 2026
Subject: 9 th Annual Grand Strand Kite Festival	Division: Administration

Background:

Klig's Kites is sponsoring the 9th Annual Grand Strand Kite Festival which will be held Saturday and Sunday, October 24-25, 2026, between the hours of 11:00 AM to 4:00 PM. Set-up would be from 9:00 AM to 11:00 AM and dismantling would be from 4:00 PM to 5:00 PM.

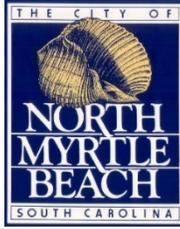
All applicable departments have signed off on the special event verbally or by email.

Recommended Action:

Approve or deny the Special Event Application

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____



FESTIVAL & SPECIAL EVENT DIRECTOR APPROVAL

Festival/Special Event: _____

Date of Event: _____

	Approval	Denial	Method	Date
City Manager/Admin:	_____	_____	_____	_____
Finance:	_____	_____	_____	_____
Human Resources:	_____	_____	_____	_____
Information Technology:	_____	_____	_____	_____
Parks & Recreation:	_____	_____	_____	_____
Planning & Development:	_____	_____	_____	_____
Public Safety:	_____	_____	_____	_____
Public Works:	_____	_____	_____	_____

Date Sent for Director Approval: _____

Any Director Comments: _____

Date for City Council Approval: _____

Certificate of Liability Insurance sent to Risk Manager: _____

Special Event / Festival Permit Application

Instructions

Instructions

To apply for a Special Event / Festival Permit, please complete this application and submit it, including required attachments, to the City of North Myrtle Beach Administration no later than 60 days before your event.

I. Applicant & Sponsoring Organization Information

Sponsoring Organization Name Klig's Kites

Chief Officer of Organization Richard Kligman

Applicant Name Lauren Kligman

Address [REDACTED]

Daytime Phone Number [REDACTED]

Evening Phone Number *Field not completed.*

Fax *Field not completed.*

On-Site Contact Person Lauren Kligman

Pager / Cell Phone Number [REDACTED]

Is the city a co-sponsor? No

II. Event Information

Event Name	9th Annual Grand Strand Kite Festival
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Purpose of Event	To fly kites and have fun
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Event Date(s)	10/24/2026
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Event Date(s)	10/25/2026
---------------	------------

Total Expected Attendance	200 plus
---------------------------	----------

Location	Cherry Grove area
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Event Hours	11:00 AM - 4:00 PM
-------------	--------------------

Set-Up Hours	9:00 AM - 11:00 AM
--------------	--------------------

Dismantle Hours	4:00 PM - 5:00 PM
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List any street(s) you are requesting to be closed as a result of this event. Include street name(s), day, date and time of closing and reopening:

Street One	<i>Field not completed.</i>
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Date / Time Closed	<i>Field not completed.</i>
--------------------	-----------------------------

Date / Time Opened	<i>Field not completed.</i>
--------------------	-----------------------------

Street Two	<i>Field not completed.</i>
------------	-----------------------------

Date / Time Closed	<i>Field not completed.</i>
--------------------	-----------------------------

Date / Time Opened *Field not completed.*

Street Three *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

Street Four *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

III. Event Description

Does the event involve the sale of alcoholic beverages? No

Has State Permit been applied for or received? No

Will items or services be sold at the event? Yes

Please describe. kites

Will there be musical entertainment at your event? No

Will there be any tents or canopies at the proposed event site?

Yes

Number of Tents

2 or 3

Will any tent be over 30 by 30 feet in the area?

No

Will there be any fireworks associated with this event?

No

Has City Permit been applied for or received?

No

Will food be served at this event?

No

Have South Carolina Department of Health and Environmental Control (DHEC) requirements been met?

N/A

Will you provide portable toilets for the general public attending the event?

No

Will you require the use of City electricity?

No

Will you require the use of City water? No

Will you require Traffic Control? No

Will you require the use of City Personnel for trash removal? No

Please list any other services you are requesting from the City of North Myrtle Beach. *Field not completed.*

IV. Fees & Proceeds

Is the sponsoring organization a "tax exempt, non-profit" organization as defined by the Internal Revenue Service (IRS)? No

Will admission fees be charged to attend the event? No

Will fees be charged to vendors to participate in this event? No

If the sponsoring organization is not a "tax exempt, non-profit" No

organization, will
donations be made to
any charitable
organization(s)?

V. Event Site Map

Prior to issuance of a Festival Permit, you are required to submit a Final Event Site map to the City.

Attach a site map of the [Screenshot 2025-12-09 at 14.27.14.png](#)
proposed event site
indicating the locations
of the following items:

VI. Security

Will this event require security to handle the event? No

VII. Page Information

Prior to the issuance of a Special Events Permit, proof of insurance will be required.

You must provide an Original Certificate of Insurance showing you have purchased commercial general liability insurance that names “the City of North Myrtle Beach, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. The amount of insurance coverage required will depend on the risk level of the

event and will be determined by the City's Risk Management Office depending on the nature of the event, additional coverage may be required.

VIII. Affidavit

Advance cancellation notice required: If this event is cancelled, please call 843-280-5604 with this information. Otherwise, City personnel and equipment may be needlessly dispatched and approvals of your future applications may be jeopardized.

Electronic Signature Agreement I agree.

Electronic Signature Lauren Kligman

Date 1/20/2026

Name of Applicant Lauren Kligman

Title Manager

Applicant Email 

Mailing Information

The original application should be clearly printed or typed and mailed to City of North Myrtle Beach, Attention: Administration, Event/Festival Application, 1018 2nd Avenue S, North Myrtle Beach, SC 29582.

es Nature
picnic area

Hog Inlet

Channel St

House Creek

House Creek

60th Ave N

61st Ave N

cherry grove point

Nixon St

Cherry
Grove Point

Public Parking P

59th Ave N

Sea Cabin

Laguna Keyes
Condominium



Layers

Cherry Grove Point Cove

Google Maps



REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 6A	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: January 26, 2026
Subject: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, removing beach cabana houses [ZTX-25-11]	Division: Planning and Development

Background:

The zoning ordinance currently includes a definition and special exception provision for “cabana houses” within the R-4 Resort Residential District. These provisions were originally adopted to accommodate certain oceanfront-related amenities associated with large residential projects. Over time, however, this use has fallen out of practice, and only a very small number of cabana houses remain in the City. Because the use is no longer relevant or widely utilized, staff has determined that the continued presence of this language in the ordinance creates unnecessary complexity. The proposed text amendment removes both the definition and the special exception for cabana houses to ensure the ordinance reflects current development patterns and practices.

Proposal:

Staff is proposing a text amendment removing the definition of “cabana house” as well as the special exception within the R-4 district associated with cabana houses.

Planning Commission Action:

The Planning Commission conducted a public hearing on October 7, 2025, and voted unanimously to recommend approval of the zoning amendment. There was no public comment.

Recommended Action:

Approve or deny the proposed ordinance on second reading

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action: Motion By _____ 2 nd By _____ To _____
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ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
PROVIDING THAT THE CODE OF ORDINANCES, CITY OF
NORTH MYRTLE BEACH, SOUTH CAROLINA, BE AMENDED
BY REVISING CHAPTER 23, ZONING, ARTICLE I, IN
GENERAL, § 23-2, DEFINITIONS, AND ARTICLE II, ZONING
DISTRICTS AND DEVELOPMENT REGULATIONS, § 23-22(4)
OF SAID CODE.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, IN
COUNCIL DULY ASSEMBLED, THAT:**

Section 1. That *Sec. § 23-2, Definitions*, be revised to read as follows (*new matter underlined, deleted matter struck-through*).

Sec. 23-2. Definitions.

~~*Cabana house:* A structure utilizing single family design and development standards in close proximity to the oceanfront to be used by projects in North Myrtle Beach not located near the ocean. The use of the cabana house shall be limited to drop-off and parking area, bathing, changing clothes and similar uses. Additionally, it can be used as an occasional guest quarters and similar residential uses. A cabana house shall be owned and maintained by a homeowner's association with a maintenance agreement submitted and approved by the planning department.~~

Section 2. That *Sec. § 23-22(4) – R-4 Resort Residential District, Special Exceptions*, be revised to read as follows (*new matter underlined, deleted matter struck-through*).

(4) *Special exceptions:* Owing to their potential negative impact on the community and surrounding areas, the following uses may be approved as special exceptions by the Board of Zoning Appeals:

(a) Noncommercial marinas, subject to the siting standards of section 23-120.

(b) Fishing piers, provided that the uses permitted on such piers are limited to restaurants, bait and tackle shops, and marine accessories. Refer to section 23-124 for separation requirements.

(c) Lighted tennis courts, subject to the following:

1. That the proposed lighted tennis court not be located closer than fifty (50) feet to any residential structure.

2. That the lighting be a minimum to sufficiently illuminate the playing surface utilizing sharp cut-off lights with adjustable glare shields.

3. When in close proximity to a residential structure or lot, the board may require a vegetative screen as described in section 23-58(2)(d) on the side(s) of the court or other method to minimize noise levels.

4. In granting the special exception, the board of zoning appeals may impose such reasonable and additional stipulations, conditions or safeguards as, in its judgment will enhance the siting of the proposed special exception.

~~(d) Cabana houses subject to the following:~~

~~1. That a homeowner's association shall have been established for the project and a maintenance agreement has been submitted to the planning department.~~

~~2. That at least eight (8) parking spaces per zoning standards be established on site and that more spaces may be required by the board if there is no other means to limit the number of cars traveling to the property provided such as a shuttle service to and from the property to the project.~~

~~3. That the use of the house be limited to bathing and change of clothing facilities, and occasional use as guest quarters and other similar uses.~~

~~4. That the special exception will be in substantial harmony with the area in which it is to be located.~~

~~5. That the special exception will not be injurious to the adjoining property.~~

~~6. That the special exception will not discourage or negate the use of surrounding property for use(s) permitted by right.~~

~~7. That in granting the special exception, the board of zoning appeals may impose such reasonable and additional stipulations, conditions or safeguards as, in its judgment, will enhance the siting of the proposed special exception.~~

Section 3. That the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held the necessary public hearings in accordance with applicable State Statutes and City Ordinances.

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2026.

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 10.20.2025
SECOND READING: 02.16.2026

REVIEWED:

City Manager

ORDINANCE: 26-04

6D. ZONING ORDINANCE TEXT AMENDMENT ZTX-25-11: City staff has initiated a text amendment removing the definition and special exception associated with beach cabanas.

Background:

The zoning ordinance currently includes a definition and special exception provision for “cabana houses” within the R-4 Resort Residential District. These provisions were originally adopted to accommodate certain oceanfront-related amenities associated with large residential projects. Over time, however, this use has fallen out of practice, and only a very small number of cabana houses remain in the City. Because the use is no longer relevant or widely utilized, staff has determined that the continued presence of this language in the ordinance creates unnecessary complexity. The proposed text amendment removes both the definition and the special exception for cabana houses to ensure the ordinance reflects current development patterns and practices.

Proposed Changes:

Staff is proposing a text amendment removing the definition of “cabana house” as well as the special exception within the R-4 district associated with cabana houses.

The proposed amendment addresses **§ 23-2. - Definitions**, and would appear in the Ordinance as follows (new matter underlined; deleted matter struck-through):

~~*Cabana house:* A structure utilizing single-family design and development standards in close proximity to the oceanfront to be used by projects in North Myrtle Beach not located near the ocean. The use of the cabana house shall be limited to drop-off and parking area, bathing, changing clothes and similar uses. Additionally, it can be used as an occasional guest quarters and similar residential uses. A cabana house shall be owned and maintained by a homeowner's association with a maintenance agreement submitted and approved by the planning department.~~

The proposed amendment also addresses **§ 23-22(4). - R-4 Resort Residential District, Special Exceptions**, and would appear in the Ordinance as follows (new matter underlined; deleted matter struck-through):

(4) *Special exceptions:* Owing to their potential negative impact on the community and surrounding areas, the following uses may be approved as special exceptions by the board of zoning appeals:

(a) Noncommercial marinas, subject to the siting standards of section 23-120.

(b) Fishing piers, provided that the uses permitted on such piers are limited to restaurants, bait and tackle shops, and marine accessories. Refer to section 23-124 for separation requirements.

(c) Lighted tennis courts, subject to the following:

1. That the proposed lighted tennis court not be located closer than fifty (50) feet to any residential structure.

2. That the lighting be a minimum to sufficiently illuminate the playing surface utilizing sharp cut-off lights with adjustable glare shields.

3. When in close proximity to a residential structure or lot, the board may require a vegetative screen as described in [section 23-58\(2\)\(d\)](#) on the side(s) of the court or other method to minimize noise levels.

4. In granting the special exception, the board of zoning appeals may impose such reasonable and additional stipulations, conditions or safeguards as, in its judgement will enhance the siting of the proposed special exception.

~~(d) Cabana houses subject to the following:~~

~~1. That a homeowner's association shall have been established for the project and a maintenance agreement has been submitted to the planning department.~~

~~2. That at least eight (8) parking spaces per zoning standards be established on site and that more spaces may be required by the board if there is no other means to limit the number of cars traveling to the property provided such as a shuttle service to and from the property to the project.~~

~~3. That the use of the house be limited to bathing and change of clothing facilities, and occasional use as guest quarters and other similar uses.~~

~~4. That the special exception will be in substantial harmony with the area in which it is to be located.~~

~~5. That the special exception will not be injurious to the adjoining property.~~

~~6. That the special exception will not discourage or negate the use of surrounding property for use(s) permitted by right.~~

~~7. That in granting the special exception, the board of zoning appeals may impose such reasonable and additional stipulations, conditions or safeguards as, in its judgment, will enhance the siting of the proposed special exception.~~

According to § 23-4, *Amendments*, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for October 20, 2025.

Planning Commission Action:

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions, or recommend denial of the proposal as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the zoning ordinance text amendment [ZTX-25-11] as submitted.

OR

- 2) I move that the Planning Commission recommend denial of the zoning ordinance text amendment [ZTX-25-11] as submitted.

OR

- 3) I move (an alternate motion).

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 6B	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM	
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: January 28, 2026	
Subject: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding beach cabanas to non-conforming uses allowing repair [ZTX-25-13]	Division: Planning and Development	
<p><u>Background:</u> On November 3, 2025, City Council postponed second reading of the Cabana House Text Amendment to allow staff to prepare a companion ordinance addressing treatment of existing cabana houses following removal of the definition and special exception.</p> <p><u>Proposal:</u> Staff is proposing a text amendment adding “beach cabana” to the list of nonconforming structures that may be repaired, rebuilt, or reestablished even if deterioration or damage exceeds seventy-five percent of replacement cost, provided no additional nonconformities are created. This update ensures the remaining cabana houses can continue to be maintained.</p> <p><u>Planning Commission Action:</u> The Planning Commission conducted a public hearing on December 2, 2025, and voted unanimously to recommend approval of the zoning amendment. There was no public comment.</p> <p><u>Recommended Action:</u> Approve or deny the ordinance on second reading</p>		
Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
<p>Council Action: Motion By _____ 2nd By _____ To _____</p>		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH PROVIDING THAT THE CODE OF ORDINANCES, CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, BE AMENDED BY REVISING CHAPTER 23, ZONING, § 23-133, REPLACEMENT OF NONCONFORMING USE, BUILDING, OR STRUCTURE, OF SAID CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED, THAT:

Section 1. That *Sec. 23-133. - Replacement of nonconforming use, building, or structure*, be revised to read as follows (*new matter underlined, deleted matter struck-through*).

Sec. 23-133. - Replacement of nonconforming use, building, or structure.

(1) A nonconforming building, structure or use shall not be ~~reestablished~~ re-established, ~~reoccupied~~ re-occupied, or replaced with the same or similar building, structure or use after physical removal or relocation from its specific site location at the time of passage of this chapter.

(2) A nonconforming building or structure shall not be repaired, rebuilt, or altered after deterioration and/or damage exceeding seventy-five (75) percent of its replacement cost except in conformity with the provisions of this chapter.

(3) A nonconforming use shall not be reestablished after deterioration and/or damage to the building or structure exceeding seventy-five (75) percent of its replacement cost.

(4) The provisions of subsections 23-133(2) and (3) shall not apply to the reconstruction, repair, or ~~reestablishment~~ re-establishment of the following:

(a) Single-family structure used as single-family dwelling, including single-family structures and patio homes.

(b) A multifamily structure within a group development of two (2) or more multifamily structures where seventy-five (75) percent of the total group development has not been damaged.

(c) A structure containing townhouse dwellings within a group development of two (2) or more such structures where seventy-five (75) percent of the total group development has not been damaged.

(d) A structure containing a commercial use within a commercial center or when there are multiple commercial buildings on the property where seventy-five (75) percent of the total area of all principal buildings has not been damaged.

(e) A structure utilizing single-family design and development standards that serves as an oceanfront-related amenity for a larger residential development, formerly regulated as a “beach cabana house.”

(f) Such structures listed in (a) through (e) above may be repaired, rebuilt, altered, or reestablished, provided there is not an increase in the amount of land occupied by the structure, the height of the structure is not increased, the density is not increased, and other nonconformities are not created.

Section 2. That the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held the necessary public hearings in accordance with applicable State Statutes and City Ordinances.

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2026.

ATTEST:

Mayor James O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 1.05.2026

SECOND READING: 2.16.2026

REVIEWED:

City Manager

ORDINANCE: 26-05

7A. ZONING ORDINANCE TEXT AMENDMENT ZTX-25-13: City staff has initiated a text amendment adding provisions for the reconstruction, repair, or re-establishment of non-conforming beach cabanas.

Background:

City Council postponed second reading of a text amendment on November 3 to allow a companion ordinance to be prepared addressing how the remaining cabana houses should be handled when damaged once the use is removed. Because cabana houses will become nonconforming uses after the definition and special exception are deleted, the ordinance must clarify how these existing structures may be repaired or reestablished when damaged.

Proposed Changes:

Staff is proposing a text amendment adding “beach cabana” to the list of nonconforming structures that may be repaired, rebuilt, or reestablished even if deterioration or damage exceeds seventy-five percent of replacement cost, provided no additional nonconformities are created. This update ensures the remaining cabana houses can continue to be maintained.

The proposed amendment addresses **§ 23-133. - Replacement of nonconforming use, building, or structure**, and would appear in the Ordinance as follows (new matter underlined; deleted matter struck-through):

Sec. 23-133. - Replacement of nonconforming use, building, or structure.

(1) A nonconforming building, structure or use shall not be ~~reestablished~~ re-established, ~~reoccupied~~ re-occupied or replaced with the same or similar building, structure or use after physical removal or relocation from its specific site location at the time of passage of this chapter.

(2) A nonconforming building or structure shall not be repaired, rebuilt, or altered after deterioration and/or damage exceeding seventy-five (75) percent of its replacement cost except in conformity with the provisions of this chapter.

(3) A nonconforming use shall not be reestablished after deterioration and/or damage to the building or structure exceeding seventy-five (75) percent of its replacement cost.

(4) The provisions of subsections 23-133(2) and (3) shall not apply to the reconstruction, repair, or ~~reestablishment~~ re-establishment of the following:

(a) Single-family structure used as single-family dwelling, including single-family structures and patio homes.

(b) A multifamily structure within a group development of two (2) or more multifamily structures where seventy-five (75) percent of the total group development has not been damaged.

(c) A structure containing townhouse dwellings within a group development of two (2) or more such structures where seventy-five (75) percent of the total group development has not been damaged.

(d) A structure containing a commercial use within a commercial center or when there are multiple commercial buildings on the property where seventy-five (75) percent of the total area of all principal buildings has not been damaged.

(e) A structure utilizing single-family design and development standards that serves as an oceanfront-related amenity for a larger residential development, formerly regulated as a “beach cabana house.”

(f) Such structures listed in (a) through (e) above may be repaired, rebuilt, altered or reestablished provided there is not an increase in the amount of land occupied by the structure, the height of the structure is not increased, the density is not increased, and other nonconformities are not created.

According to § 23-4, *Amendments*, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for January 5, 2026.

Planning Commission Action:

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions, or recommend denial of the proposal as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the zoning ordinance text amendment [ZTX-25-13] as submitted.

OR
- 2) I move that the Planning Commission recommend denial of the zoning ordinance text amendment [ZTX-25-13] as submitted.

OR
- 3) I move (an alternate motion).

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 6C	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: January 15, 2026
Subject: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, revising subdivision signs [ZTX-25-14]	Division: Planning and Development

Background:

The existing standards for subdivision entrance signage were written at a time when most neighborhood signs were small, freestanding elements. In recent years, design trends have shifted toward larger architectural features, often incorporating columns, walls, or structures that serve as both entry monumentation and signage. Additionally, under the current ordinance, when signage is mounted to a structure, the entire structure is counted as part of the sign area, which limits design flexibility.

Proposal:

Staff proposes revising the allowed signage for subdivisions with more than 10 lots. This proposal retains the existing dimensional and placement standards for subdivision entrance signs, but it also allows signs that exceed those standards (including size, height, placement, or supporting structure) to be permitted by special exception through the Board of Zoning Appeals. The special exception process ensures that any increase is reviewed publicly, evaluated against adopted criteria, and approved only when appropriate for its context.

Under the existing criteria, an applicant would need to demonstrate that the proposed sign:

- Meets applicable development standards
- Is in substantial harmony with surrounding development
- Is not injurious to adjoining property
- Does not discourage permitted uses in the vicinity, and
- Satisfies any reasonable conditions the Board may impose to enhance compatibility.

This structure gives the City a review mechanism for subdivision entrance features that fall outside the standard limits, while ensuring that approval is tied to context and neighborhood character.

Planning Commission Action:

The Planning Commission conducted a public hearing on December 2, 2025, and voted unanimously to recommend approval of the zoning amendment. There was no public comment.

Recommended Action:

Approve or deny the ordinance on second reading

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH PROVIDING THAT THE CODE OF ORDINANCES, CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, BE AMENDED BY REVISING CHAPTER 23, ZONING, § 23-36, SIGN REGULATIONS, SUBSECTION 10, ZONING DISTRICT SIGN REGULATIONS, SUBSECTION A, OF SAID CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED, THAT:

Section 1. That *Sec. 23-36. – Sign regulations, subsection 10, Zoning district sign regulations, subsection a*, be revised to read as follows (*new matter underlined, deleted matter struck-through*).

Sec. 23-36. – Sign regulations.

(10) *Zoning district sign regulations:*

(a) Signs permitted in ~~R-1, R-1A~~, CR, R-1, R-1A, R-1B, R-1E, R-2, R-2A, R-2B, R-3, R-4, and R-4I Districts:

1. In subdivisions with more than ten (10) lots, two (2) subdivision entrance signs per principal entrance are allowed. Such signs shall designate the subdivision by name or symbol only and shall be placed on the face of a masonry entrance wall to said subdivision or residential district.

i. Such signs shall not exceed twenty (20) square feet per sign face and an aggregate area of forty (40) square feet per entrance, nor shall they exceed a height of seven (7) feet. If a double-faced sign is used without the entrance walls, only one such sign is allowed per entrance.

ii. Subdivision entrance signs that exceed any of the above specifications, including but not limited to sign area, height, placement, or supporting structure, may be permitted only by special exception pursuant to Section 23-161(3) when site conditions or design circumstances justify a departure from the standard limits.

2. In subdivisions with ten (10) or fewer lots, one (1) subdivision identification sign is allowed. Such sign shall not exceed twenty (20) feet in area nor five (5) feet in height.

3. One (1) identification sign for each principal use allowed for religious, public, educational and public recreational uses provided it shall not exceed fifty (50) square feet in area per sign face. The maximum height of the sign shall be ten (10) feet if freestanding.

4. Multifamily structures and group developments are permitted building or development identification sign(s) not to exceed sixty-four (64) square feet in area. Only one (1) freestanding sign per street frontage is allowed not to exceed ten (10) feet in height.

5. Hotels, motels, inns and lodges shall be permitted business identification signs, which signs shall not exceed a combined area of one hundred (100) square feet. Only one (1) freestanding sign per street frontage is allowed not to exceed thirty (30) feet in height. Wall signs existing prior to February 1, 1989, within the R-4 District only, shall not be included in the combined area calculation.

Section 2. That the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held the necessary public hearings in accordance with applicable State Statutes and City Ordinances.

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2026.

ATTEST:

Mayor J. O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 1.5.2026

SECOND READING: 2.16.2026

REVIEWED:

City Manager

ORDINANCE: 26-06

7B. ZONING ORDINANCE TEXT AMENDMENT ZTX-25-14: City staff has initiated a text amendment revising subdivision and non-commercial signs.

Background:

The existing standards for subdivision entrance signage were written at a time when most neighborhood signs were small, freestanding elements. In recent years, design trends have shifted toward larger architectural features, often incorporating columns, walls, or structures that serve as both entry monumentation and signage. Under the current ordinance, when signage is mounted to a structure, the entire structure is counted as part of the sign area which limits design flexibility. The same amendment also originally included revisions to the section on non-commercial signs (currently titled “campaign signs”) to ensure the City’s regulations remain content neutral under recent First Amendment case law. However, given the evolving legal interpretations surrounding sign regulation, staff has elected to defer that portion of the amendment for further review to ensure the City’s approach is fully defensible.

Proposed Changes:

Staff proposes revising the allowed signage for subdivisions with more than 10 lots. This proposal retains the existing dimensional and placement standards for subdivision entrance signs, but it also will allow signs that exceed those standards (including size, height, placement, or supporting structure) to be permitted only by special exception through the board of zoning appeals. The special exception process ensures that any increase is reviewed publicly, evaluated against adopted criteria, and approved only when appropriate for its context.

Under the existing BZA criteria, an applicant would need to demonstrate that the proposed sign:

- Meets applicable development standards
- Is in substantial harmony with surrounding development
- Is not injurious to adjoining property
- Does not discourage permitted uses in the vicinity. and
- Satisfies any reasonable conditions the Board may impose to enhance compatibility.

This structure gives the City a review mechanism for subdivision entrance features that fall outside the standard limits, while ensuring that approval is tied to context and neighborhood character.

The proposed amendment addresses **§ 23-36. – Sign Regulations, subsection (10) Zoning district sign regulations: subsection (a)**, and would appear in the Ordinance as follows (new matter underlined; deleted matter struck-through):

Sec. 23-36. – Sign Regulations.

(10) *Zoning district sign regulations:*

(a) Signs permitted in ~~R-1, R-1A,~~ CR, R-1, R-1A, R-1B, R-1E, R-2, R-2A, R-2B, R-3, R-4, and R-4I Districts:

1. In subdivisions with more than ten (10) lots, two (2) subdivision entrance signs per principal entrance are allowed. Such signs shall designate the subdivision by name or symbol only and shall be placed on the face of a masonry entrance wall to said subdivision or residential district.

i. Such signs shall not exceed twenty (20) square feet per sign face and an aggregate area of forty (40) square feet per entrance, nor shall they exceed a height of seven (7) feet. If a double-faced sign is used without the entrance walls, only one such sign is allowed per entrance.

ii. Subdivision entrance signs that exceed any of the above specifications, including but not limited to sign area, height, placement, or supporting structure, may be permitted only by special exception pursuant to Section 23-64 when site conditions or design circumstances justify a departure from the standard limits.

2. In subdivisions with ten (10) or fewer lots, one (1) subdivision identification sign is allowed. Such sign shall not exceed twenty (20) feet in area nor five (5) feet in height.

3. One (1) identification sign for each principal use allowed for religious, public, educational and public recreational uses provided it shall not exceed fifty (50) square feet in area per sign face. The maximum height of the sign shall be ten (10) feet if freestanding.

4. Multifamily structures and group developments are permitted building or development identification sign(s) not to exceed sixty-four (64) square feet in area. Only one (1) freestanding sign per street frontage is allowed not to exceed ten (10) feet in height.

5. Hotels, motels, inns and lodges shall be permitted business identification signs, which signs shall not exceed a combined area of one hundred (100) square feet. Only one (1) freestanding sign per street frontage is allowed not to exceed thirty (30) feet in height. Wall signs existing prior to February 1, 1989, within the R-4 District only, shall not be included in the combined area calculation.

According to § 23-4, *Amendments*, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for January 5, 2026.

Planning Commission Action:

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions, or recommend denial of the proposal as submitted.

Alternative Motions

1) I move that the Planning Commission recommend approval of the zoning ordinance text amendment [ZTX-25-14] as submitted.

OR

2) I move that the Planning Commission recommend denial of the zoning ordinance text amendment [ZTX-25-14] as submitted.

OR

3) I move (an alternate motion).

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 6D	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: February 11, 2026
Subject: Amendments to Chapter 12, Health and Sanitation, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding nuisance parties and impeding public passage [O-25-1]	Division: Planning and Development

History:

The proposed ordinance was approved on first reading by City Council on January 5, 2026. Following first reading, staff made minor revisions for clarity which are indicated in red.

Background:

The City of North Myrtle Beach Police Department regularly responds to large gatherings and parties that create safety concerns for surrounding neighborhoods. While the City’s ordinances already address many of the individual behaviors associated with these events, such as excessive noise, disorderly conduct, littering, and illegal parking, those provisions are dispersed across multiple sections of the Code and do not provide a clear mechanism for addressing the gathering itself.

In recent years, officers have reported recurring situations where gatherings spill into public rights-of-way, block streets or driveways, or continue into the early morning hours. These conditions can delay emergency response, create unsafe pedestrian and traffic conditions, and place an undue burden on surrounding residents.

Proposal:

The proposed ordinance establishes clear definitions and enforcement authority for nuisance parties and for impeding public passage, allowing law enforcement to address unsafe gatherings more effectively while remaining consistent with existing City regulations. The ordinance authorizes officers to order the cessation and dispersal of nuisance parties, including the removal of non-residents when the continued presence of a gathering reasonably presents a risk to public safety or neighborhood peace. It also authorizes the immediate removal of obstructions that block streets, sidewalks, or emergency access points.

These provisions clarify and strengthen the City’s ability to respond to situations that already constitute public nuisances under the current definition. The intent is to protect public safety, preserve emergency access, and support neighborhood quality of life while maintaining appropriate enforcement discretion and public protections.

Recommended Action:

Approve or deny the proposed ordinance on second reading

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH PROVIDING THAT THE CODE OF ORDINANCES, CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, BE AMENDED BY ADDING CHAPTER 12, HEALTH AND SANITATION, ARTICLE I, IN GENERAL, § 12-5, NUISANCE PARTIES, AND § 12-6, IMPEDING PUBLIC PASSAGE OF SAID CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
NORTH MYRTLE BEACH, SOUTH CAROLINA, IN COUNCIL DULY
ASSEMBLED, THAT:

Section 1. That *Sec. § 12-5, Nuisance Parties* be created to read as follows (*new matter underlined*).

Sec. 12-5. Nuisance Party.

(1) Definition. A social gathering or party which is conducted on premises within the City where the conduct of persons in attendance results in one or more of the following occurring on the premises or on neighboring public or private property:

(a) Disorderly conduct.

(b) Illegal open container.

(c) Public urination or defecation.

(d) Unlawful sale, furnishing, dispensing or consumption of alcohol.

(e) Furnishing or selling alcohol to an underage person.

(f) Possession or consumption of alcohol by an underage person.

(g) Illegal use of a controlled substance.

(h) Public indecency.

(i) Unlawful littering, dumping, or deposit of refuse.

(j) Damage or destruction of property without the owner's consent.

(k) Obstruction of pedestrian or vehicular traffic.

(l) Parking of vehicles to impede traffic flow or emergency access.

(m) Noise that violates Article V of this chapter.

(n) Any other conduct or condition that threatens injury, inconvenience, or alarm to persons or damage to property, and constitutes a public nuisance under § 12-1.

(2) Duty to Control Premises. Any owner, tenant, occupant, or other person with possession or control of premises who organizes, hosts, allows, or permits a gathering that becomes a nuisance party, ~~and where the nuisance was either intentional or reasonably foreseeable,~~ is in violation of this Section.

(3) Order to Cease and Disperse. Upon determination by the Police Chief or **his/her** designee **from within the Police Department** that a nuisance party exists, the party shall cease immediately. All persons not residing at the premises must leave upon order. Any person who fails or refuses to obey such an order violates this Section.

(4) Penalty. Violation of this Article is a misdemeanor and is punishable as provided in § 1-6 of the Code of Ordinances of the City of North Myrtle Beach. Nothing in this Section prohibits citation for any other applicable violation of this Code or state law.

Section 2. That *Sec. § 12-6, Impeding Public Passage* be created to read as follows (*new matter underlined*).

Sec. 12-6. Impeding Public Passage.

(1) Prohibited conduct. No person shall obstruct or cause the obstruction of any street, sidewalk, public right-of-way, driveway, or access point in a manner that prevents or ~~unreasonably~~ interferes with:

- (a) The passage of vehicles or pedestrians,
- (b) Access by police, fire, EMS, or other emergency responders, or
- (c) Emergency exit from a property during an incident.

(2) Order to remove obstruction. When an emergency responder or law enforcement officer determines that an obstruction exists, the responder or officer may order any person responsible for the obstruction to immediately remove, cease, or relocate the obstruction.

(e3) Failure to comply. A person who fails or refuses to comply with an order issued under subsection (b) violates this Section.

(4) Exemptions. This Section shall not apply to:

- (a) City-sponsored or City-approved events, including but not limited to parades, festivals, and seasonal events;
- (b) Temporary traffic control measures or street closures expressly authorized by the City, including construction, maintenance, or utility work conducted in accordance with an approved traffic control plan; or
- (c) Any other lawful closure or restriction of public passage authorized by the City or required by law.

(d5) Applicability. A violation of this Section may be cited in addition to any other violation arising from the same incident, including a nuisance party under § 12-5.

(e6) Penalty. Violation of this Article is a misdemeanor and is punishable as provided in § 1-6 of the Code of Ordinances of the City of North Myrtle Beach. Nothing in this Section prohibits citation for any other applicable violation of this Code or state law.

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2026.

ATTEST:

Mayor James Baldwin

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 1.5.2026
SECOND READING: 2.16.2026

REVIEWED:

City Manager

ORDINANCE: 26-07

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 6E	Prepared by: Amber Elmadolar, Plan Reviewer
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: January, 2026
Subject: Rezoning Request for ±8.32 acres on Ye Olde Kings Highway [Z-25-12]	Division: Planning and Development

Background:

David O’Connell, agent for the owner, has requested that the City of North Myrtle Beach rezone 31 parcels consisting of ±8.32 acres on Ye Olde Kings Highway from Single-Family Residential Low-Density (R-1) to Single-Family Low-Medium Density (R-1B). The subject area is currently vacant and undeveloped and identified by PINs 351-10-02-0027, 351-10-02-0028, 351-10-02-0029, 351-10-02-0030, 351-10-02-0031, 351-10-02-0032, 351-10-02-0033, 351-10-02-0034, 351-10-02-0035, 351-10-02-0036, 351-10-02-0037, 351-10-02-0038, 351-10-02-0039, 351-10-02-0040, 351-10-02-0041, 351-10-02-0042, 351-10-02-0043, 351-10-02-0044, 351-10-02-0045, 351-10-03-0001, 351-10-03-0002, 351-10-03-0003, 351-10-03-0004, 351-10-03-0005, 351-10-03-0006, 351-10-03-0007, 351-10-03-0008, 351-10-03-0009, 351-10-03-0010, 351-10-03-0011, and 351-10-03-0012. Surrounding parcels are zoned R-1, R-1B, and Mobile/Manufactured Home Residential (R-3).

Comparison of Existing and Proposed Zoning:

The R-1 and R-1B districts share the same purpose: To preserve and protect the character of existing neighborhoods and subdivisions, and to prohibit any uses which would compromise or alter existing conditions and uses. Also, these districts are intended to encourage residential infilling and expansion of existing neighborhoods and subdivisions. Development land uses permitted in each are designed to reflect existing conditions and enhance the prospects of "lie development".

The permitted uses within both districts are the same: Single-family detached dwellings; neighborhood and community parks and centers, golf courses and similar outdoor uses, but not lighted for night use; publicly owned recreation facilities; churches, places of worship, religious institutions including accredited educational facilities when accessory thereto; accessory uses; home occupations; and signs permitted by and in accord with all applicable provisions of Article III.

R-1 and R-1B District:

District	R-1	R-1B	
Lot Area Requirements	Single-Family Dwelling (SF)	10,000 SF	6,000 SF
	Churches	1 Acre	1 Acres
	Other Permitted Uses (SF)	10,000 SF	7,000 SF
Minimum Lot Width	80 feet	50 feet	

Yard Requirements	Front (All Uses)		25 feet	25 feet
	Rear (Single-Family Dwelling)		20 feet	20 feet
	Rear (Churches and Other Permitted Uses)		25 feet	25 feet
	Side Yard	Single-Family Dwelling	10 feet ¹	5 feet
		Churches	25 feet	25 feet
		Other Permitted Uses	10 feet	10 feet
Maximum Height of Structures	Single-Family Structures		35 feet	35 feet
	Accessory Building		15 feet	15 feet
	Other Permitted Uses (SF)		45 feet	45 feet

Note:¹A five-foot side yard setback shall be required for substandard lots of record.

Planning Commission Action:

The Planning Commission conducted a public hearing on September 16, 2025, and voted to recommend approval of the rezoning request, citing “A”, where necessary to implement the Comprehensive Plan. There was no public comment.

Recommended Action:

Approve or deny the proposed ordinance on second reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE
AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
AMENDING THE OFFICIAL ZONING MAP TO REZONE
AN AREA SINGLE-FAMILY RESIDENTIAL LOW-DENSITY (R1)
TO SINGLE-FAMILY LOW-MEDIUM DENSITY (R-1B).

WHEREAS, David O’Connell, agent for the owner, has submitted an application for the rezoning of (31) lots containing ±8.32 acres identified by PINs 351-10-02-0027, 351-10-02-0028, 351-10-02-0029, 351-10-02-0030, 351-10-02-0031, 351-10-02-0032, 351-10-02-0033, 351-10-02-0034, 351-10-02-0035, 351-10-02-0036, 351-10-02-0037, 351-10-02-0038, 351-10-02-0039, 351-10-02-0040, 351-10-02-0041, 351-10-02-0042, 351-10-02-0043, 351-10-02-0044, 351-10-02-0045, 351-10-03-0001, 351-10-03-0002, 351-10-03-0003, 351-10-03-0004, 351-10-03-0005, 351-10-03-0006, 351-10-03-0007, 351-10-03-0008, 351-10-03-0009, 351-10-03-0010, 351-10-03-0011, and 351-10030012, as referenced on Exhibit A: Zoning Map (Z-25-12) prepared by City of North Myrtle Beach Planning and Development Department. The applicant is requesting to change the zoning district from Single-Family Residential Low-Density (R-1) to Single-Family Low-Medium Density (R-1B); and

WHEREAS, the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held all necessary public hearings in accordance with applicable State Statutes and City Ordinances; and

WHEREAS, the City Council has received a report from the Planning Commission recommending the subject property be zoned Single-Family Low-Medium Density (R-1B); and

WHEREAS, the City Council has the authority to amend the zoning designation placed on the properties in accordance with applicable State Statutes and City ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of North Myrtle Beach, South Carolina, in Council duly assembled:

Section 1. Rezoning. That the Official Zoning Map is hereby amended to rezone the property Single-Family Low-Medium Density (R-1B) in accordance with the attached reference map entitled “Exhibit A: Zoning Map (Z-25-12).”

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2026.

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

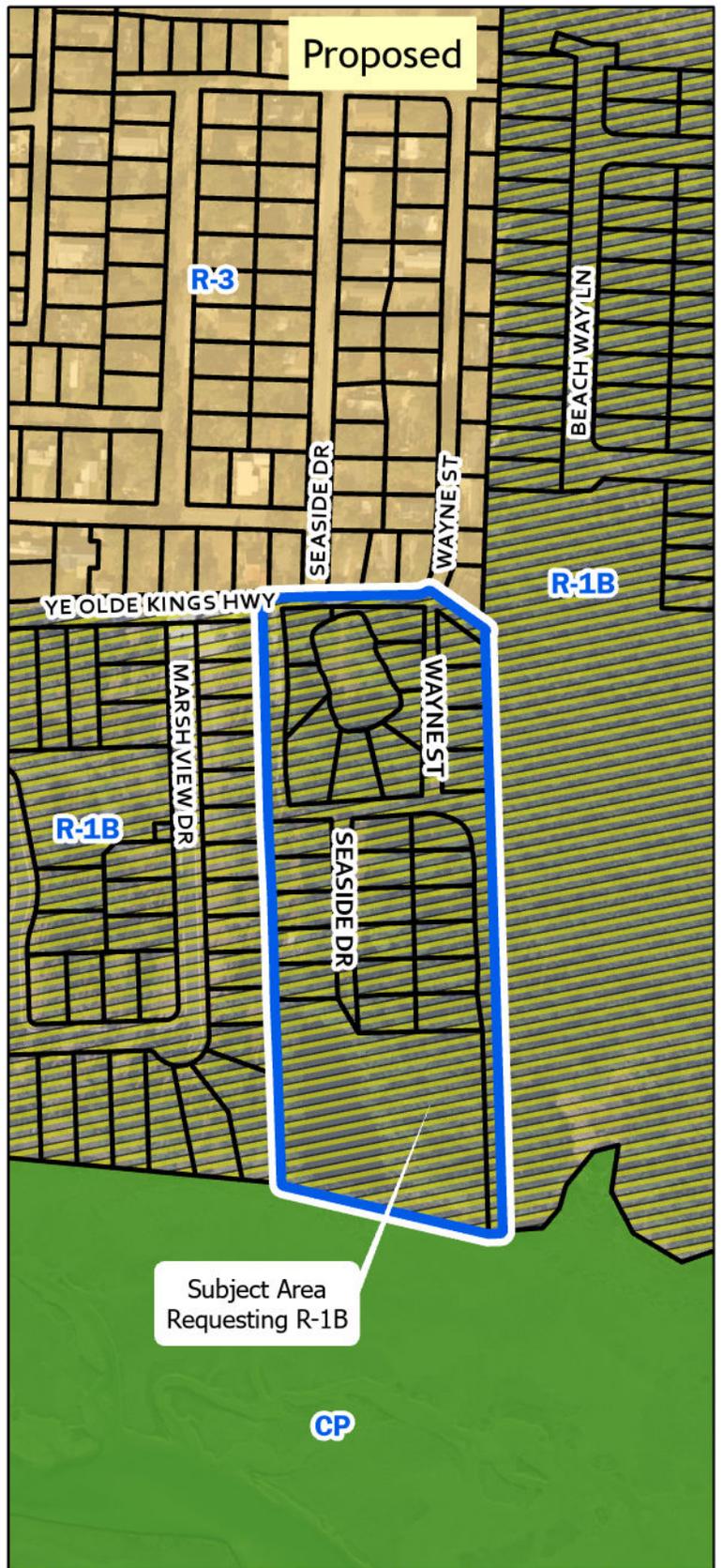
City Attorney

FIRST READING: 01.05.2026
SECOND READING: 02.16.2026

REVIEWED:

City Manager

ORDINANCE: 26-08



Legend

-  North Myrtle Beach City Limit
-  Subject Area

-  Zoning District CP
-  R-1
-  R-1B
-  R-3



Exhibit A: Zoning Map Z-25-12



6A. REZONING REQUEST Z-25-12: The Planning & Development Department received an application requesting the rezoning of 31 parcels containing ±8.32 acres located on Ye Olde Kings Highway, PINs 351-10-02-0027, 351-10-02-0028, 351-10-02-0029, 351-10-02-0030, 351-10-02-0031, 351-10-02-0032, 351-10-02-0033, 351-10-02-0034, 351-10-02-0035, 351-10-02-0036, 351-10-02-0037, 351-10-02-0038, 351-10-02-0039, 351-10-02-0040, 351-10-02-0041, 351-10-02-0042, 351-10-02-0043, 351-10-02-0044, 351-10-02-0045, 351-10-03-0001, 351-10-03-0002, 351-10-03-0003, 351-10-03-0004, 351-10-03-0005, 351-10-03-0006, 351-10-03-0007, 351-10-03-0008, 351-10-03-0009, 351-10-03-0010, 351-10-03-0011, and 351-10030012 from Single-Family Residential Low-Density (R-1) to Single-Family Low-Medium Density (R-1B).

Existing Conditions and Surrounding Land Uses:

Located on Ye Olde Kings Highway, the parcels are vacant and undeveloped. Surrounding parcels are zoned R-1, R-1B, and Mobile/Manufactured Home Residential (R-3).

Comparison of Existing and Proposed Zoning:

The R-1 and R-1B districts share the same purpose: To preserve and protect the character of existing neighborhoods and subdivisions, and to prohibit any uses which would compromise or alter existing conditions and uses. Also, these districts are intended to encourage residential infilling and expansion of existing neighborhoods and subdivisions. Development land uses permitted in each are designed to reflect existing conditions and enhance the prospects of "lie development".

The permitted uses within both districts are the same: Single-family detached dwellings; neighborhood and community parks and centers, golf courses and similar outdoor uses, but not lighted for night use; publicly owned recreation facilities; churches, places of worship, religious institutions including accredited educational facilities when accessory thereto; accessory uses; home occupations; and signs permitted by and in accord with all applicable provisions of article III.

R-1 & R-1B District

District		R-1	R-1B	
Lot Area Requirements	Single-Family Dwelling (SF)	10,000 SF	6,000 SF	
	Churches	1 Acre	1 Acres	
	Other Permitted Uses (SF)	10,000 SF	7,000 SF	
Minimum Lot Width		80 feet	50 feet	
Yard Requirements	Front (All Uses)	25 feet	25 feet	
	Rear (Single-Family Dwelling)	20 feet	20 feet	
	Rear (Churches & Other Permitted Uses)	25 feet	25 feet	
	Side Yard	Single-Family Dwelling	10 feet ¹	5 feet
		Churches	25 feet	25 feet
Other Permitted Uses		10 feet	10 feet	
Maximum Height of Structures	Single-Family Structures	35 feet	35 feet	
	Accessory Building	15 feet	15 feet	

	Other Permitted Uses (SF)	45 feet	45 feet
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Note:¹A five-foot side yard setback shall be required for substandard lots of record.

Planning Commission Action:

As per the Zoning Ordinance Section 23-4, *Amendments*, the Planning Commission shall prepare a report and make recommendations on any proposed amendment to the North Myrtle Beach Zoning Ordinance, including the Zoning Map, stating its findings and its evaluation of the request. In making its report, the Commission shall consider the following factors:

- a) The relationship of the request to the Comprehensive Plan:

The Future Land Use map contained in the 2018 Comprehensive Plan recommends Residential Suburban (RS) and Resource, Protection, & Conservation (RPC) as land use classes for the subject area. The principal permitted uses noted in the compliance index for RS include primarily single-family lots, small farms and farm related uses such as produce stands, and mobile homes on individual lots. The recommended primary zoning district is Single-Family R-1; Single-Family Residential Low-Medium Density (R-1A), R-1B are the secondary zoning district alternatives. The principal permitted uses noted in the compliance index for RPC include formal parks, informal open spaces, and protecting land directly adjacent to marshes, estuaries, and waterways from intense development. The recommended primary zoning district is Conservation Preservation (CP); R-1, R-1A, and R-1B are the secondary zoning district alternatives.

The proposed zoning designation, R-1B, is a primary recommended zoning district for RS and a secondary recommended zoning district for RPC within the Compliance Index for the subject property.

- b) Whether the request violates or supports the Plan:

Chapter 5, “The Way We Grow,” of the 2018 Comprehensive Plan identifies the RS future land use classification as follows: The purpose of this classification is to define, protect, and provide low density, single-family detached housing areas where designated, and to prohibit any development that would compromise existing residential characteristics. In addition, these areas are intended to provide for in-fill and expansion of existing neighborhoods and subdivisions. Standards and densities for these areas are designated to reflect existing conditions. This area is also intended to allow incorporation of property west of the waterway at densities typical of inland development. Primarily single-family lots, small farms and farm related uses such as produce stands, and mobile homes on individual lots, excluding large mobile home parks, are compatible uses here. This category allows up to five dwelling units per acre (du/acre).

The RPC future land use classification is identified as follows: Intended to preserve and protect scenic and natural resources; provide network of critical open space and non-renewable resources; includes formal parks, informal open spaces, and protecting land directly adjacent to marshes, estuaries, and waterways from intense development.

The proposed R-1B zoning is consistent with the Residential Suburban land use classification, but inconsistent with the RPC land use classification found in the 2018 *Comprehensive Plan*.

- c) Whether the uses permitted by the proposed change would be appropriate in the area concerned:

The purpose of the R-1B zoning district is, “To preserve and protect the character of existing neighborhoods and subdivisions, and to prohibit any uses which would compromise or alter existing conditions and uses. Also, these districts are intended to encourage residential infilling and expansion of existing neighborhoods and subdivisions. Development land uses permitted in each are designed to reflect existing conditions and enhance the prospects of ‘lie development.’”

The uses permitted in the R-1B district would be appropriate in the area. Two large tracts flanking the property share the R-1B zoning.

- d) Whether adequate public-school facilities, roads and other public services exist or can be provided to serve the needs of the development likely to take place because of such change, and the consequence of such change:

Access subject to City encroachment permit approval.

- e) Whether the proposed change is in accord with any existing or proposed plans for providing public water supply and sanitary sewer to the area:

Public water and sewer are available.

As a matter of policy, no request to change the text of the ordinance or the map shall be acted upon favorably, except:

- (a) Where necessary to implement the comprehensive plan, or
- (b) To correct an original mistake or manifest error in the regulations or map, or
- (c) To recognize substantial change or changing conditions or circumstances in a particular locality, or
- (d) To recognize changes in technology, the style of living, or manner of doing business.

This rezoning request is presented to the Planning Commission for a recommendation that will be forwarded to the City Council at their next meeting scheduled for October 6, 2025. Should the Planning Commission desire to forward a positive recommendation to the City Council, one of the reasons should be included in the report.

Staff Review:

Planning and Development, Planning Division

The Planning Division has no issue with the proposed rezoning request.

Planning and Development, Zoning Division

The Zoning Administrator has no issue with the proposed rezoning request.

Public Works

The City Engineer has no issue with the proposed rezoning request.

Public Safety

The Fire Marshall has no issue with the proposed rezoning request.

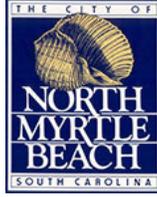
Planning Commission Action:

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions; or recommend denial of the proposal, as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the rezoning request [Z-25-12] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the rezoning request [Z-25-12] as submitted.
OR
- 3) I move (an alternate motion).

Rezoning Finance Account Code:	3.51
FEE PAID:	\$500 on August 7, 2025
FILE NUMBER:	Z-25-12
Complete Submittal Date:	August 7, 2025



Notice Published:	August 28, 2025
Property Posted:	August 6, 2025
Planning Commission:	September 16, 2025
First Reading:	October 6, 2025
Second Reading:	October 20, 2025

City of North Myrtle Beach, SC

Application for Rezoning

GENERAL INFORMATION

Date of Request: July 30, 2025	Property PIN(S): 35110020027 35110020028 35110020029 35110020030 35110020031 35110020032 35110020033 35110020034 35110020035 35110020036 35110020037 35110020038 35110020039 35110020040 35110020041 35110020042 35110020043 35110020044 35110020045 35110030001 35110030002 35110030003 35110030004 35110030005 35110030006 35110030007 35110030008 35110030009 35110030010 35110030011 35110030012
Property Owner(s): PREMIUM INVESTMENT CORP	Type of Zoning Map Amendment: Rezoning (not to PDD)
Address or Location: 2700 Ye Olde Kings	Project Contact: David O'Connell
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
Current Zoning: R-1	Proposed Zoning: R-1B
Total Area of Property: 8.32 Acres	Currently Located in City: Yes

RECORDED COVENANT INFORMATION

I hereby certify that the tract(s) or parcel(s) of land to which this approval request pertains is not restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity for which approval is sought, as provided in South Carolina Code of Laws (§ 6-29-1145).
Applicant's E-signature: David O'Connell

This form complies with a state law that took effect on July 1, 2007 (S.C. Code § 6-29-1145) that requires all planning agencies to inquire in an application for a permit if the parcel of land is restricted by a recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity. If such a covenant exists, the agency shall not issue the permit until written confirmation of its release is received. The release must be through the action of an appropriate legal authority.



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

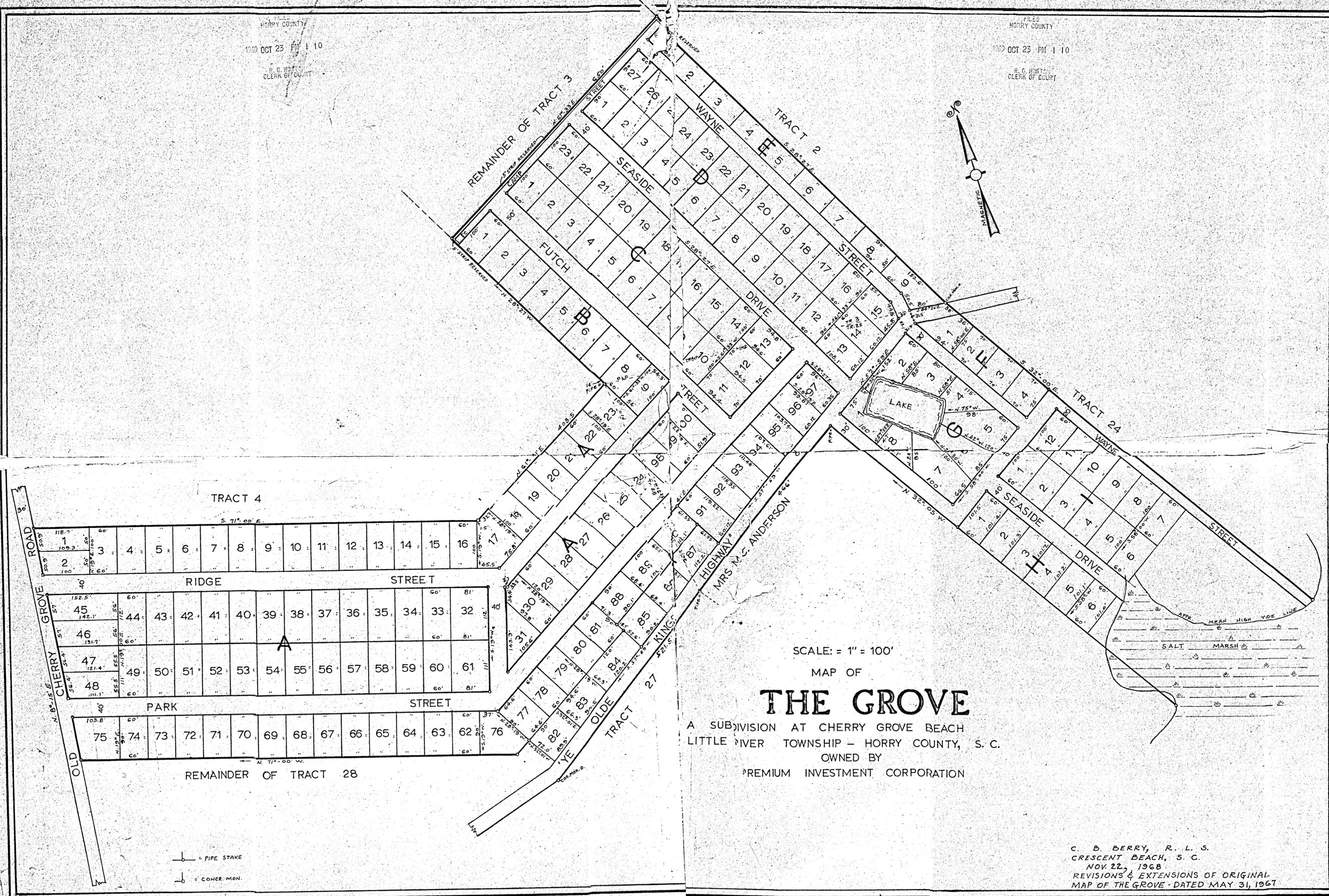
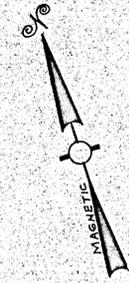
Today's Date: 07/18/20	
Nature of Approval Requested: Rezoning <input type="checkbox"/>	
Property PIN(s): 35110020037+ 30 other parcels owned by Premium Investment Corp	
Property Address/Location: Ye Olde Kings Highway	
I, <u>Carl Meares</u> , hereby authorize <u>David OConnell</u>	
to act as my agent for for the purposes of the above referenced approval.	
<u>Carl Meares</u> Signature Premium Investment Corp Title	_____ Signature _____ Title
_____ Signature _____ Title	_____ Signature _____ Title
_____ Signature _____ Title	_____ Signature _____ Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.



FILES
HORRY COUNTY
1969 OCT 23 PM 1 10
R. G. HORTON
CLERK OF COURT

FILES
HORRY COUNTY
1969 OCT 23 PM 1 10
R. G. HORTON
CLERK OF COURT



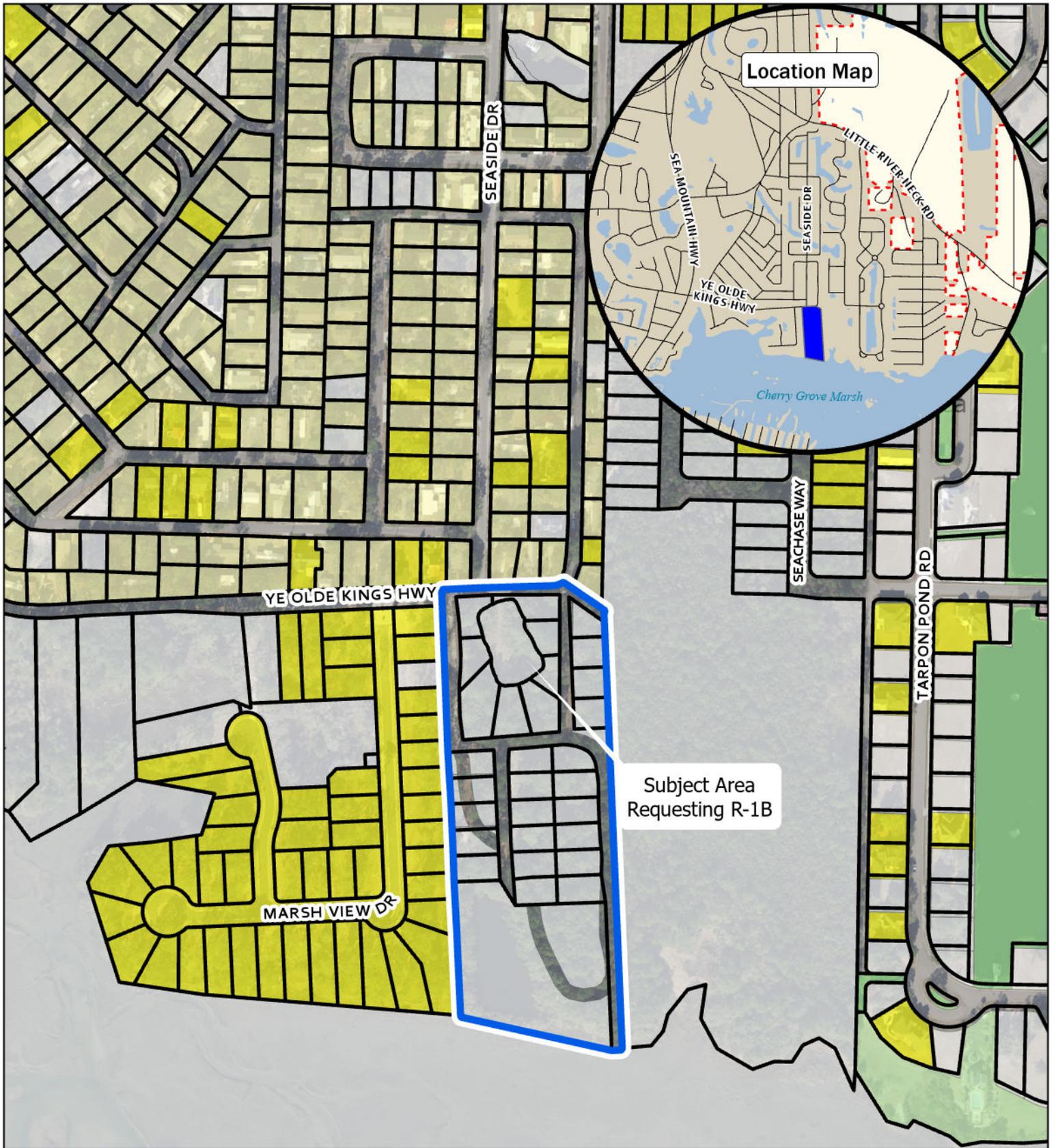
SCALE: = 1" = 100'

MAP OF THE GROVE

A SUBDIVISION AT CHERRY GROVE BEACH
LITTLE RIVER TOWNSHIP - HORRY COUNTY, S. C.
OWNED BY
PREMIUM INVESTMENT CORPORATION

┆ = PIPE STAKE
┆ = CORNER MON.

C. B. BERRY, R. L. S.
CRESCENT BEACH, S. C.
NOV. 22, 1968
REVISIONS & EXTENSIONS OF ORIGINAL
MAP OF THE GROVE DATED MAY 31, 1967



-  North Myrtle Beach City Limit
-  Subject Area

- Existing Land Use**
-  Amenity Area
 -  Common Open Space

Legend

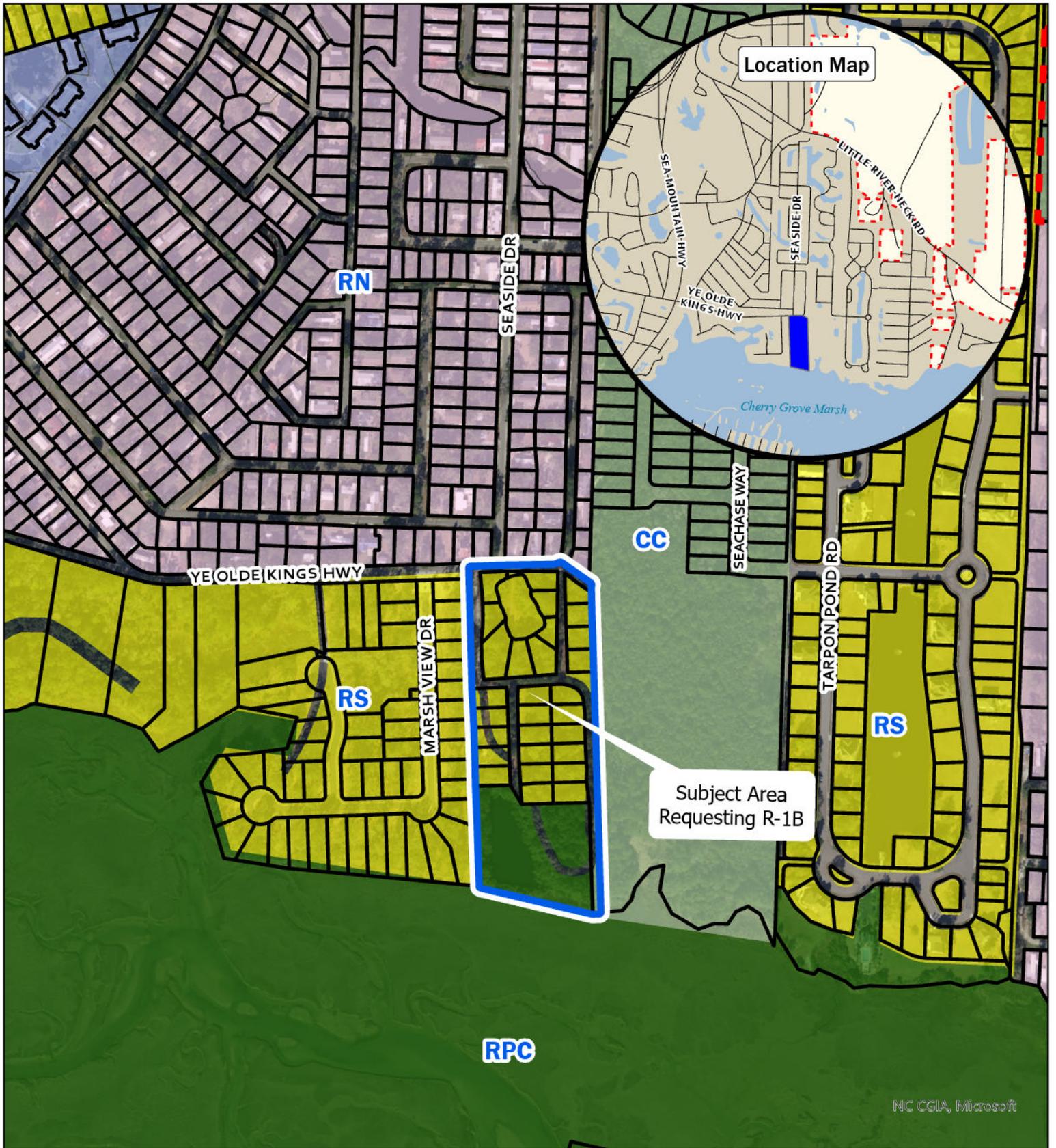
-  Mobile Home
-  Private Common Open Space
-  Single-Family

-  Vacant

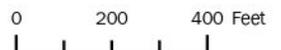


Existing Land Use

0 200 400 Feet



- Legend**
- North Myrtle Beach City Limit
 - Subject Area
 - Future Land Use**
 - CC
 - MU
 - RN
 - RPC
 - RS



Future Land Use

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 7A	Prepared for: Ryan Fabbri, City Manager
Agenda Section: New Business: Resolution	Date: February 6, 2026
Subject: South Carolina Local Government Investment Pool	Division: Administration

Background:

The South Carolina Local Government Investment Pool (LGIP) is an investment tool authorized by the SC Legislature for counties, municipalities, and other local government entities across the state. LGIP enables local government bodies to collectively invest in a single large pool of funds, managed by the State Treasurer’s Office, allowing local political subdivisions to receive higher interest rates while maintaining improved diversification and liquidity.

The LGIP has a historically competitive yield and manages a portfolio focused on preserving capital, while providing liquidity. Interest is paid monthly to account holders and rates are net of a very competitive management fee. Separate accounts are held by each participating local government and withdrawals are typically available within 24 hours of request.

At one time, the City of North Myrtle Beach held accounts with the LGIP; however, the relationship has been inactive for several years and the LGIP has requested a fresh resolution be considered by Council.

Recommended Action:

Approve the resolution to invest funds in the South Carolina Local Government Investment Pool

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____

A RESOLUTION

**A RESOLUTION TO APPROVE THE CITY OF NORTH MYRTLE BEACH TO
INVEST IN THE SOUTH CAROLINA LOCAL GOVERNMENT INVESTMENT POOL (LGIP)
AND AUTHORIZE THE CITY MANAGER TO SIGN THE DOCUMENT ON BEHALF OF THE CITY.**

WHEREAS, Section 6-6-10 of the 1976 South Carolina Code of Laws, as amended, provides for the establishment of a Local Government Investment Pool to be managed by the State Treasurer; and

WHEREAS, the City of North Myrtle Beach, North Myrtle Beach, South Carolina has determined participation and investment of funds in said Pool pursuant to statute would be in the best interest of the City of North Myrtle Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FOR THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA:

Section 1: The City Council of the City of North Myrtle Beach does hereby authorize participation in the South Carolina Local Government Investment Pool for the purpose of investment and authorizes its Finance Department to do all things necessary in order to participate in said Pool.

Section 2: The City Manager is authorized to sign the document on behalf of the City of North Myrtle Beach.

Section 3: The Resolution shall become effective upon the date of passage.

Resolved this the Sixteenth Day of FEBRUARY 2026.

Mayor J.O. Baldwin, III

ATTEST:

Allison K. Galbreath, City Clerk

Resolution: 26-03

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 7B	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: New Business: Ordinance. First Reading	Date: January 28, 2026
Subject: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, defining inground pools [ZTX-25-15]	Division: Planning and Development

Background:

The zoning ordinance currently allows unenclosed and inground swimming pools to be located within five feet of property lines in most residential zoning districts. While the ordinance references inground swimming pools, it does not include a definition of that term. In recent applications, particularly in flood-prone areas, questions have arisen regarding what constitutes an inground pool versus an above-ground or partially raised pool, as property owners have requested modest vertical pool edges to accommodate flood conditions.

Proposal:

City staff has initiated a text amendment to define “inground swimming pool” within the zoning ordinance. The proposed definition clarifies that an inground pool is a permanent structure installed into excavated earth and constructed to function as an inground pool rather than a self-supporting above-ground vessel. The definition allows limited wall extension above finished grade, up to 30 inches inclusive of coping, to account for site and flood conditions, while clearly distinguishing inground pools from above-ground pools that are partially or fully buried. This amendment provides consistent guidance for staff and applicants while preserving the intent of the existing setback standards.

Planning Commission Action:

The Planning Commission conducted a public hearing on January 6, 2026, and voted unanimously to recommend approval of the zoning amendment. There was no public comment.

Recommended Action:

Approve or deny the ordinance on first reading

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH PROVIDING THAT THE CODE OF ORDINANCES, CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, BE AMENDED BY REVISING CHAPTER 23, ZONING, ARTICLE I, IN GENERAL, § 23-2, DEFINITIONS, OF SAID CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED, THAT:

Section 1. That Sec. § 23-2, Definitions, be revised to read as follows (new matter underlined).

Sec. 23-2. Definitions.

Inground swimming pool: A permanent pool structure installed into excavated earth, constructed to function as an inground structure rather than a self-supporting, above-ground vessel. An inground pool is designed and built to retain surrounding soil and is intended to sit primarily below finished grade. Pool walls may extend above finished grade, but not more than 30 inches, inclusive of coping. Partially or fully buried above-ground pools are not considered inground swimming pools.

Section 2. That the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held the necessary public hearings in accordance with applicable State Statutes and City Ordinances.

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2026.

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 2.16.2026
SECOND READING: _____

REVIEWED:

City Manager

ORDINANCE: _____

6A. ZONING ORDINANCE TEXT AMENDMENT ZTX-25-15: City staff has initiated a text amendment defining inground swimming pools.

Background:

The zoning ordinance currently allows unenclosed and inground swimming pools to be located within five feet of property lines in most residential zoning districts. While the ordinance references inground swimming pools, it does not include a definition of that term. In recent applications, particularly in flood-prone areas, questions have arisen regarding what constitutes an inground pool versus an above-ground or partially raised pool as property owners have requested modest vertical pool edges to accommodate flood conditions.

Proposed Changes:

City staff has initiated a text amendment to define “inground swimming pool” within the zoning ordinance. The proposed definition clarifies that an inground pool is a permanent structure installed into excavated earth and constructed to function as an inground pool rather than a self-supporting above-ground vessel. The definition allows limited wall extension above finished grade, up to 30 inches inclusive of coping, to account for site and flood conditions, while clearly distinguishing inground pools from above-ground pools that are partially or fully buried. This amendment provides consistent guidance for staff and applicants while preserving the intent of existing setback standards.

The proposed amendment addresses **§ 23-2. - Definitions**, and would appear in the Ordinance as follows (new matter underlined):

Inground swimming pool: A permanent pool structure installed into excavated earth, constructed to function as an inground structure rather than a self-supporting, above-ground vessel. An inground pool is designed and built to retain surrounding soil and is intended to sit primarily below finished grade. Pool walls may extend above finished grade, but not more than 30 inches, inclusive of coping. Partially or fully buried above-ground pools are not considered inground swimming pools.

According to § 23-4, *Amendments*, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for February 2, 2026.

Planning Commission Action:

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions, or recommend denial of the proposal as submitted.

Alternative Motions

1) I move that the Planning Commission recommend approval of the zoning ordinance text amendment [ZTX-25-15] as submitted.

OR

2) I move that the Planning Commission recommend denial of the zoning ordinance text amendment [ZTX-25-15] as submitted.

OR

- 3) I move (an alternate motion).

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 7C	Prepared by: Amber Elmadolar, Plan Reviewer
Agenda Section: New Business: Ordinance. First Reading	Date: January 28, 2026
Subject: Petition for Annexation and Zoning Designation for ±1.05 acres on Buffkin Road [Z-25-21]	Division: Planning and Development

Background:

Tyler Mann, agent for the Owner, has petitioned the City of North Myrtle Beach to annex ±1.05 acres on Buffkin Road identified by PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068. The petition also reflects the requested City of North Myrtle Beach zoning district of Mobile/Manufactured Home Residential (R-3) and will be heard concurrently.

Existing Conditions:

The subject property area is contiguous to the corporate boundary of the City of North Myrtle Beach and is zoned Manufactured/Single-Family 10 (MSF10) under Horry County jurisdiction. Located on Buffkin Road, the parcels are vacant. Surrounding parcels within City limits are zoned Planned Development District (PDD), Highway Commercial (HC), and Mid-Rise Multifamily Residential (R-2A); surrounding county parcels are zoned MSF10. Upon annexation, the parcel would be designated R-3 as per Exhibit A: Zoning Map Z-25-21, prepared by the City of North Myrtle Beach Planning and Development Department, depicting the annexation boundary. A proposed ordinance has been attached for Council’s review.

Proposed R-3 Zoning Development Standards:

	Single-Family Detached Residence	Mobile Homes on Individual Lots	Duplexes	Semi-Detached Dwelling	Other Permitted Uses
Minimum Lot Area Per Project (square feet)	5,000 SF	5,000 SF	7,000 SF	7,000 SF	5,000 SF
Minimum Lot Area Per Dwelling Unit (square feet)	5,000 SF	5,000 SF	3,500 SF	3,500 SF	NA
Minimum Lot Width	50 feet	50 feet	55 feet	35 feet	NA
Minimum Yards	Front	25 feet	25 feet	20 feet	20 feet
	Side	7.5 feet	7.5 feet	7.5 feet ¹	20 feet
	Rear	10 feet	10 feet	10 feet	30 feet
Maximum Impervious Surface Ratio	50%	50%	60%	60%	60%

Maximum Height	35 feet for residential uses, 5 feet for accessory uses, and 45 feet for all other uses.	
Notes: A dwelling unit shall not contain more than five bedrooms or sleeping areas of not more than 300 square feet each.		
¹ A seven-and-one-half-foot setback shall be applied to the ends of the structure and the exterior property lines, and zero (0) setback shall be allowed for the common interior property line.		
<u>R-3 District Permitted Uses:</u>		
Dwellings (Single-Family detached, Semi-Detached, and duplex); Mobile/manufactured homes on individual lots; Mobile/manufactured home parks; Neighborhood and community parks and centers, golf courses and similar outdoor uses, but not lighted for night use; Publicly owned recreational facilities; Churches or similar places of worship, including parish houses, parsonages, and childcare centers when accessory thereto; Recreational vehicle parks and campgrounds; Accessory uses; Home occupations; Family day care homes; and Signs permitted by and in accord with all applicable provisions of Article III.		
<u>Planning Commission Action:</u>		
The Planning Commission held a public hearing on January 6, 2026, and voted to recommend approval of the annexation and zoning designation, citing “A”, where necessary to implement the Comprehensive Plan. There was no public comment.		
<u>Recommended Action:</u>		
Approve or deny the proposed ordinance on first reading		
Reviewed by Division Head	Reviewed by City Manager	Reviewed by City Attorney
Council Action: Motion By _____ 2 nd By _____ To _____		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
ANNEXING ±1.05 ACRES IDENTIFIED BY PINs 350-16-03-0066,
350-16-03-0067, and 350-16-03-0068.**

WHEREAS, Tyler Mann, agent for the Owner, has petitioned the City of North Myrtle Beach for annexation of ±1.05 acres consisting of the following parcel PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068. as referenced on Exhibit A: Zoning Map Z-25-21, prepared by the City of North Myrtle Beach Planning and Development Department depicting the annexation boundary, which is attached hereto and incorporated herein by reference; and

WHEREAS, the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held all necessary public hearings in accordance with applicable State Statutes and City Ordinances; and

WHEREAS, the City Council has received a report from the Planning Commission recommending the subject property be zoned Mobile/Manufactured Home Residential (R-3) upon annexation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of North Myrtle Beach, South Carolina, in Council duly assembled:

Section 1. Annexation. That parcel identified by PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068 (the “Annexed Parcel”), consisting of approximately ±1.05 acres and depicted on Exhibit A, and all contiguous portions of all public rights-of-way, streets, and highways are hereby annexed pursuant to Sections 5-3-150 and 5-3-240 of the Code of Laws of South Carolina, 1976, as amended.

Section 2. Zoning Designation. The Annexed Parcel is hereby designated and zoned as Mobile/Manufactured Home Residential (R-3).

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2026.

ATTEST: _____
Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 2.16.2026
SECOND READING: _____

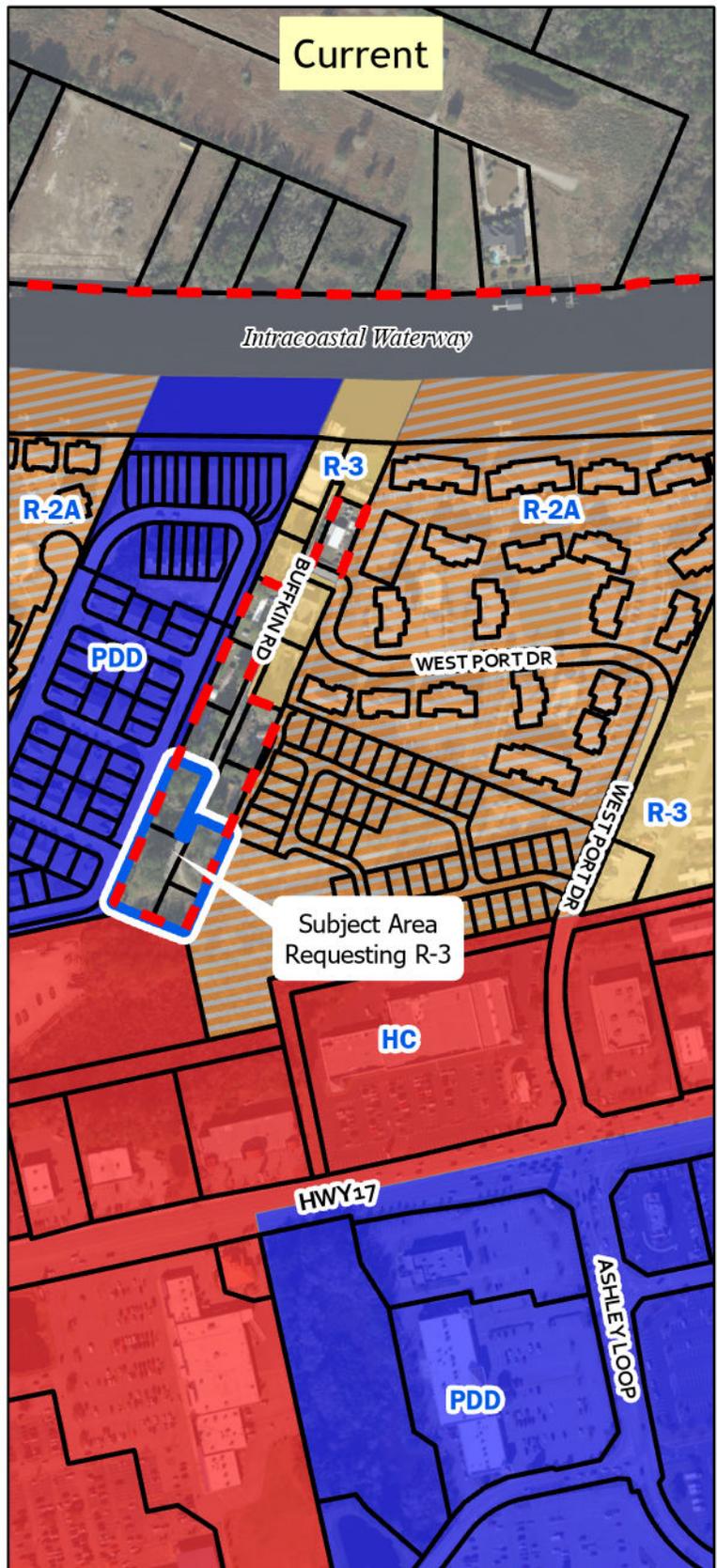
REVIEWED:

City Manager

ORDINANCE: _____

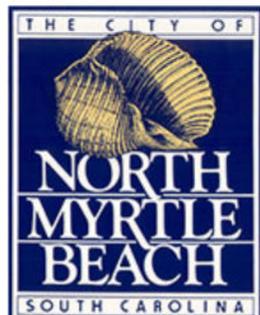
Current

Proposed



Subject Area Requesting R-3

Subject Area Requesting R-3



Legend

- North Myrtle Beach City Limit
- Subject Area
- Zoning District**
- HC
- PDD
- R-2A
- R-3



Exhibit A: Zoning Map Z-25-21



6B. ANNEXATION & ZONING DESIGNATION Z-25-21: City staff received a petition to annex ±1.05 acres on Buffkin Road identified by PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068. The lots are currently unincorporated and zoned Manufactured/Single-Family 10 (MSF10) by Horry County. The petition also reflects the requested City of North Myrtle Beach zoning district of Mobile/Manufactured Home Residential (R-3) and will be heard concurrently.

Existing Conditions and Surrounding Land Uses:

The subject property area is contiguous to the corporate boundary of the City of North Myrtle Beach and is zoned MSF10 under Horry County jurisdiction. Located on Buffkin Road, the parcels are vacant. Surrounding parcels within City limits are zoned Planned Development District (PDD), Highway Commercial (HC), and Mid-Rise Multifamily Residential (R-2A); surrounding Horry County parcels are zoned MSF10.

Proposed R-3 Zoning Development Standards

	Single-Family Detached Residence	Mobile Homes on Individual Lots	Duplexes	Semi-Detached Dwelling	Other Permitted Uses
Minimum Lot Area Per Project (square feet)	5,000 SF	5,000 SF	7,000 SF	7,000 SF	5,000 SF
Minimum Lot Area Per Dwelling Unit (square feet)	5,000 SF	5,000 SF	3,500 SF	3,500 SF	NA
Minimum Lot Width	50 feet	50 feet	55 feet	35 feet	NA
Minimum Yards	Front	25 feet	25 feet	20 feet	20 feet
	Side	7.5 feet	7.5 feet	7.5 feet	7.5 feet ¹
	Rear	10 feet	10 feet	10 feet	10 feet
Maximum Impervious Surface Ratio	50%	50%	60%	60%	60%
Maximum Height	35 feet for residential uses, 5 feet for accessory uses, and 45 feet for all other uses.				

Notes: A dwelling unit shall not contain more than five bedrooms or sleeping areas of not more than 300 square feet each.

¹ A seven-and-one-half-foot setback shall be applied to the ends of the structure and the exterior property lines, and zero (0) setback shall be allowed for the common interior property line.

R-3 District Permitted Uses

Dwellings (Single-Family detached, Semi-Detached, and duplex); Mobile/manufactured homes on individual lots; Mobile/manufactured home parks; Neighborhood and community parks and centers, golf courses and similar outdoor uses, but not lighted for night use; Publicly owned recreational facilities; Churches or similar places of worship, including parish houses, parsonages, and childcare centers when accessory thereto; Recreational vehicle parks and campgrounds;

Accessory uses; Home occupations; Family day care homes; and Signs permitted by and in accord with all applicable provisions of Article III.

Planning Commission Action:

As per the Zoning Ordinance Section 23-4, *Amendments*, the Planning Commission shall prepare a report and make recommendations on any proposed amendment to the North Myrtle Beach Zoning Ordinance, including the Zoning Map, stating its findings and its evaluation of the request. In making its report, the Commission shall consider the following factors:

- a) The relationship of the request to the Comprehensive Plan:

The Future Land Use map contained in the 2018 Comprehensive Plan recommends Residential Neighborhood as the land use class for the subject area. The principal permitted uses noted in the compliance index include duplexes, townhomes, patio homes, multi-family up to six stories, as well as mixed-use development and neighborhood commercial uses. The recommended primary zoning district is Medium Density Residential (R-2), Mid-Rise Multifamily Residential (R-2A), and Mobile/Manufactured Home Residential (R-3); Single-Family Medium Density (R-2B) and Neighborhood Commercial (NC) are the secondary zoning district alternatives.

The proposed zoning designation, R-3, is a primary recommended zoning district within the Compliance Index for the subject property.

- b) Whether the request violates or supports the Plan:

Chapter 5, “The Way We Grow,” of the 2018 Comprehensive Plan identifies the Residential Neighborhood future land use classification as follows: This classification supports a mix of residential uses at medium densities, which includes mostly duplexes, townhouses, and patio homes, as well as, multi-family housing up to 6 stories. This designation could also allow in fill mixed-use development and neighborhood commercial uses. This category allows 5-10 du/acre.

The proposed R-3 zoning is consistent with the Residential Suburban land use classification found in the 2018 Comprehensive Plan.

- c) Whether the uses permitted by the proposed change would be appropriate in the area concerned:

The purpose of the R-3 zoning district is, “The purpose of this district is to provide for areas within the city where mobile/manufactured homes may be located in harmony with other single-and two-family dwellings—to provide for a full range of housing alternatives to meet buyer demands. Also, this district is designed to separate incompatible uses and eliminate the blighting effect of incompatibility.”

The uses permitted in the R-3 district would be appropriate in the area.

- d) Whether adequate public-school facilities, roads and other public services exist or can be provided to serve the needs of the development likely to take place because of such change, and the consequence of such change:

New access points subject to city of NMB encroachment permit application review/approval.

- e) Whether the proposed change is in accord with any existing or proposed plans for providing public water supply and sanitary sewer to the area:

Public water and sewer is available.

As a matter of policy, no request to change the text of the ordinance or the map shall be acted upon favorably, except:

- (a) Where necessary to implement the comprehensive plan, or
- (b) To correct an original mistake or manifest error in the regulations or map, or
- (c) To recognize substantial change or changing conditions or circumstances in a particular locality, or
- (d) To recognize changes in technology, the style of living, or manner of doing business.

This petition for annexation and zoning designation is presented to the Planning Commission for a recommendation that will be forwarded to the City Council at their next meeting tentatively scheduled for February 2, 2026. Should the Planning Commission desire to forward a positive recommendation to the City Council, one of the reasons should be included in the report.

Staff Review:

Planning and Development, Planning Division

The Planning Division has no issue with the proposed petition for annexation and zoning.

Planning and Development, Zoning Division

The Zoning Administrator has no issue with the proposed petition for annexation and zoning.

Public Works

The City Engineer has no issue with the proposed petition for annexation and zoning.

Public Safety

The Fire Marshall has no issue with the proposed petition for annexation and zoning.

Planning Commission Action:

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions; or recommend denial of the proposal, as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the annexation and zoning petition [Z-25-21] as submitted.

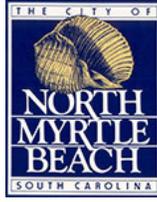
OR

- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-25-21] as submitted.

OR

- 3) I move (an alternate motion).

FILE NUMBER:	Z-25-21
Complete Submittal Date:	December 10, 2025



Notice Published:	
Planning Commission:	January 6, 2026
First Reading:	February 2, 2026
Second Reading:	February 16, 2026

City of North Myrtle Beach, SC

Petition for Annexation & Zoning

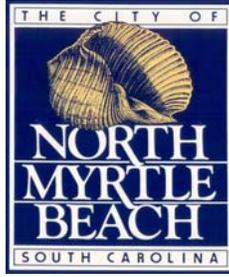
GENERAL INFORMATION

Date of Request: December 9, 2025	Property PIN(S): 35016030067, 35016030066, 35016030068
Property Owner(s): E Investments LLC	Type of Zoning Map Amendment: Petition for Annexation and Zoning
Address or Location: 1505 Buffkin Road, North Myrtle Beach, SC 29582	Project Contact: Tyler Mann
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
Current County Zoning: MSF10	Proposed Zoning: R-3
Total Area of Property: 1.05 Acres	Approximate Population of Area to be Annexed: 0

RECORDED COVENANT INFORMATION

I hereby certify that the tract(s) or parcel(s) of land to which this approval request pertains is not restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity for which approval is sought, as provided in South Carolina Code of Laws (§ 6-29-1145).
Applicant's E-signature: Tyler Mann

This form complies with a state law that took effect on July 1, 2007 (S.C. Code § 6-29-1145) that requires all planning agencies to inquire in an application for a permit if the parcel of land is restricted by a recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity. If such a covenant exists, the agency shall not issue the permit until written confirmation of its release is received. The release must be through the action of an appropriate legal authority.



**CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY**

Revision Date 05.24.19

Today's Date: 12/09/25

Nature of Approval Requested: **Petition for Annexation and Zoning**

Property PIN(s): 35016030067, 35016030068, 35016030066

Property Address/Location: 1505 Buffkin Road, 1501 Buffkin Road

Ashley Causey Tyler Mann
I, _____, hereby authorize _____

to act as my agent for for the purposes of the above referenced approval.

Signed by:

DA6B7C7AF734467...

12/9/2025

Signature

Signature

Owner

Title

Title

Signature

Signature

Title

Title

Signature

Signature

Title

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.

PARCEL #3:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situated, lying and being in North Myrtle Beach, Little River Township, Horry County, South Carolina and being bounded on the North by Lot #10 belonging now or formerly to Frances Gaskin; being bounded on the East and South by Tilghman Estates; and being bounded on the West by remaining portion of Lot #9 of the Robert Buffkin Map of the Alva B. Edge Estate, with said lands being more particularly described as follows:

BEGINNING at a point marking the Southwest corner of Lot #10 of a Map of Tract G-1 of the Alva B. Edge Estate; thence North 82 degrees 34 minutes East 69.3 feet to a point in the boundary of the Tilghman Estates, said point being the Southeast corner of Lot #10 of said division; thence South 6 degrees 23 minutes East 85.1 feet to a corner, said corner being the Southeast corner of Lot #9; thence with the Southern boundary of Lot #9 South 81 degrees 08 minutes West 69 feet to a new corner; thence North 6 degrees 39 minutes West 87.1 feet to a point, to-wit:

Said lot is the Eastern portion of Lot #9 shown on a map of Tract G-1 of the Alva B. Edge Estate surveyed for Robert Buffkin, by C.B. Berry, R.L.S., with said survey being dated October 2, 1975, and with Lots #9 and #10 of said survey having been revised on January 18, 1977.

This conveyance is subject to an Easement across the above-described property held by the South Carolina Public Service Authority and sewer easement held by the Town of North Myrtle Beach.

TMS #: 144-02-01-035 (PARCEL THREE)

THIS BEING the identical property conveyed to Ashley C. Causey by deed from Mark W. Cline dated October 27, 2009 and recorded on October 29, 2009 in Deed Book 3428 at Page 43, in the Office of the Register of Deeds of Horry County, South Carolina.

Grantee Address: 4266 Mica Avenue, Unit A, Little River, SC 29566

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 Grantee, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

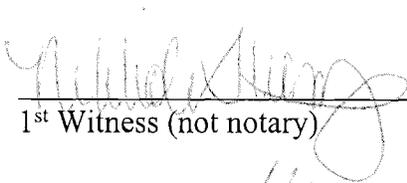
AND Grantor does hereby bind its heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, heirs and assigns, forever, in fee simple, together



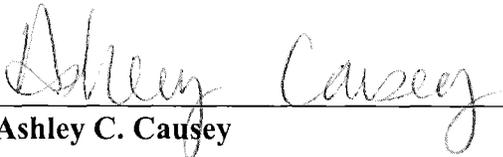
with every contingent remainder and right of reversion against our heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS their hands and seals this 17th day of October in the year 2024 of our Lord.

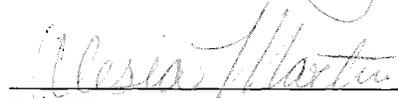
Signed, Sealed and Delivered in the Presence of



1st Witness (not notary)



Ashley C. Causey



2nd Witness (Notary)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me Alesia Martin the undersigned witness
(Print Non-Notary Witness Name)

And made oath that (s)he was present and saw **Ashley C. Causey**, the within Grantor(s) sign, seal, and as his/her/their act and deed, deliver the within foregoing instrument that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

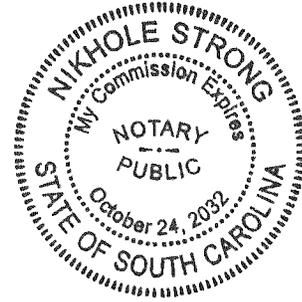
Alesia Martin

Witness (Non- Notary)

SWORN to before me this 17th day of
October, 2024.

Nikhole Strong
Notary Public for South Carolina

My Commission Expires 10/24/32



de

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located in Little River Township, Lots 8, 10 & a portion of Lot 9 Tract G-1, on Buffkin Road, North Myrtle Beach, SC 29582, bearing Horry County TMS:144-02-01-017 / PIN: 350-16-03-0067 & TMS: 144-02-01-035 / PIN: 350-16-03-0068, was transferred by Ashley C. Causey to E Investments, LLC on October 17, 2024
3. Check on of the following: The Deed is
 - (a) _____ subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the Deed recording fee because: It is a Quitclaim Deed.
(If exempt, please skip items 4-7, and go to item 8 of this Affidavit.)
4. Check on of the following if either item 3(a) or item 3(b) above has been checked
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The Deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u>0.00</u>
(b) Place the amount listed in item 5 above here:	<u>0.00</u>
(c) Subtract line 6(b) from Line 6(a) and place result here:	<u>0.00</u>
7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is \$ 15.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
9. I understand that person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this

17th day of October, 2024.

Michael Strong
(Notary Public)

My Commission Expires: 10/24/32

Ashley C. Causey
Ashley C. Causey

NOTARY PUBLIC
STATE OF SOUTH CAROLINA
October 24, 2032

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Mullins Law Firm, PA

ADDRESS:

PO BOX 585

N MYRTLE BCH, SC 29597-0585

TELEPHONE: (843) 272-8902

FAX: (843) 272-8902

E-MAIL ADDRESS: mullinslawfirm@aol.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 5.00

BRIEF PROPERTY DESCRIPTION: Lot 8 and Lot 10 Tract G-1 on Buffkin Road

TAX MAP NUMBER (TMS #) 144-02-01-017 / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1. <u>CAUSEY</u>	<u>ASHLEY</u>	<u>C.</u>

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME
1. E INVESTMENTS, LLC

35016030066,

Prepared by and Return to:
Mullins Law Firm, P.A.
PO Box 585
North Myrtle Beach, SC 29597
TMS No: 144-02-01-018
MLF File No: 2024-09307

STATE OF SOUTH CAROLINA

WARRANTY DEED

COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS, that **CAUSEY HOLDINGS, LLC** in the State aforesaid, for and in consideration of the sum of **FIVE and 00/100 DOLLARS (\$5.00)**, unto us paid by **E INVESTMENTS, LLC**, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said **E INVESTMENTS, LLC**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR that certain piece, parcel or lot of land, situate, lying and being in Ocean Drive Section, North Myrtle Beach, Little River Township, Horry County, South Carolina, being shown and designated as Lot 9 on a plat of Tract G-1 of the Alva B. Edge Estate, prepared by C. B. Berry, RLS for Robert Buffkin, dated October 2, 1975, which plat is recorded in the Office of the ROD for Horry County, in Plat Book 61 at Page 13, reference to which is craved as forming a part and parcel hereof. LESS AND EXCEPTING that portion of Lot 9 described as follows: Beginning at a point making the Southwest corner of Lot #10 of a Map of Tract G-1 of the Alva B. Edge Estate; thence North 82 deg. 34 min. East 69.3 feet to a point in the boundary of the Tilghman Estates, said point being the Southeast corner of Lot #10 of said division; thence South 6 deg. 23 min. East 85.1 feet to a corner, said corner being the Southeast corner of Lot #9; thence with the Southern boundary of Lot #9 South 81 deg. 08 min. West 69 feet to a new corner; thence North 6 deg. 39 min. West 87.1 feet to a point, to wit:

Said lot is the Eastern portion of Lot #9 shown on a map of Tract G-1 of the Alva B. Edge Estate surveyed for Robert Buffkin, by C. B. Berry, RLS, with said survey being dated October 2, 1975, and with Lots #9 and #10 of said surveying having been revised on January 18, 1977.

THIS BEING the identical property conveyed to Causey Holdings, LLC by deed from Crystal Montgomery, as Horry County Delinquent Tax Manager dated July 2, 2013 and recorded on July 2, 2013 in Deed Book 3668 at Page 179, in the Office of the Register of Deeds of Horry County, South Carolina.

TMS: 144-02-01-018 / PIN: 350-16-03-0066

Grantee Address: 4266 Mica Avenue, Unit A, Little River, SC 29566

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 **Sharon E INVESTMENTS, LLC**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind its heirs and assigns and their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **E INVESTMENTS, LLC**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against our heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF our Hands and Seals this 17th day of October, 2024.

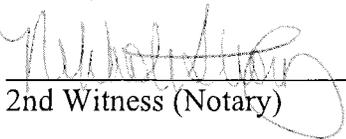
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

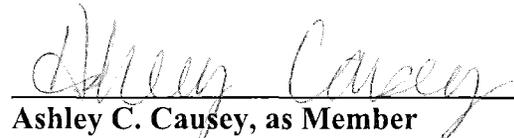


1st Witness (not notary)

CAUSEY HOLDINGS, LLC


Brandon K. Causey, as Member


2nd Witness (Notary)


Ashley C. Causey, as Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me Alesia Martin, the undersigned
(Print Non-Notary Witness Name)

witness and made oath that (s)he was present and saw **Brandon K. Causey, as Member of Causey Holdings, LLC and Ashley C. Causey, as Member of Causey Holdings, LLC**, the within Grantor(s) sign, seal, and as his/her/their/its act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

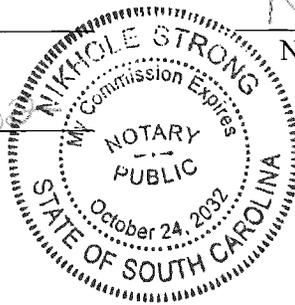
Alesia Martin
(Non-Notary Witness Signature)

SWORN to before me this 17 day of October, 2024.

Nikhole Strong
Notary Public for the Jurisdiction Aforesaid

Nikhole Strong
Notary Public Printed Name or Seal

My Commission Expires: 10/24/30



File # 2024-09307

BC De

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

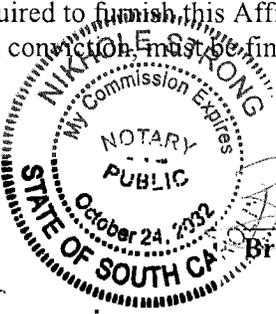
1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at in Little River Township, Part Lot 9 Tract G-1, on Buffkin Road, North Myrtle Beach, SC 29582, bearing Horry County TMS:144-02-01-018 / PIN: 350-16-03-0066, was transferred by Causey Holdings, LLC to E Investments, LLC, on October 17, 2024.
3. Check on of the following: The Deed is
 - (a) X subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the Deed recording fee because:

(If exempt, please skip items 4-7, and go to item 8 of this Affidavit.)
4. Check on of the following if either item 3(a) or item 3(b) above has been checked
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The Deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u> \$5.00 </u>
(b) Place the amount listed in item 5 above here:	<u> _____ </u>
(c) Subtract line 6(b) from Line 6(a) and place result here:	<u> \$5.00 </u>
7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is **\$15.00.**
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Grantor.**

9. I understand that person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CAUSEY HOLDINGS, LLC



SWORN to before me this

17 day of October

[Signature]
(Notary Public)

[Signature]
Brandon K. Causey, as Member

[Signature]
Ashley C. Causey, as Member

My Commission Expires: 10/24/32

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Mullins Law Firm, PA

ADDRESS:

PO BOX 585

N MYRTLE BCH, SC 29597-0585

TELEPHONE: (843) 272-8902

FAX: (843) 272-8902

E-MAIL ADDRESS: mullinslawfirm@aol.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 5.00

BRIEF PROPERTY DESCRIPTION: pt of Lot 9 on plat of G-1 of the Alva B. Edge Estate on Buffkin Road

TAX MAP NUMBER (TMS #) 144-02-01-018 / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

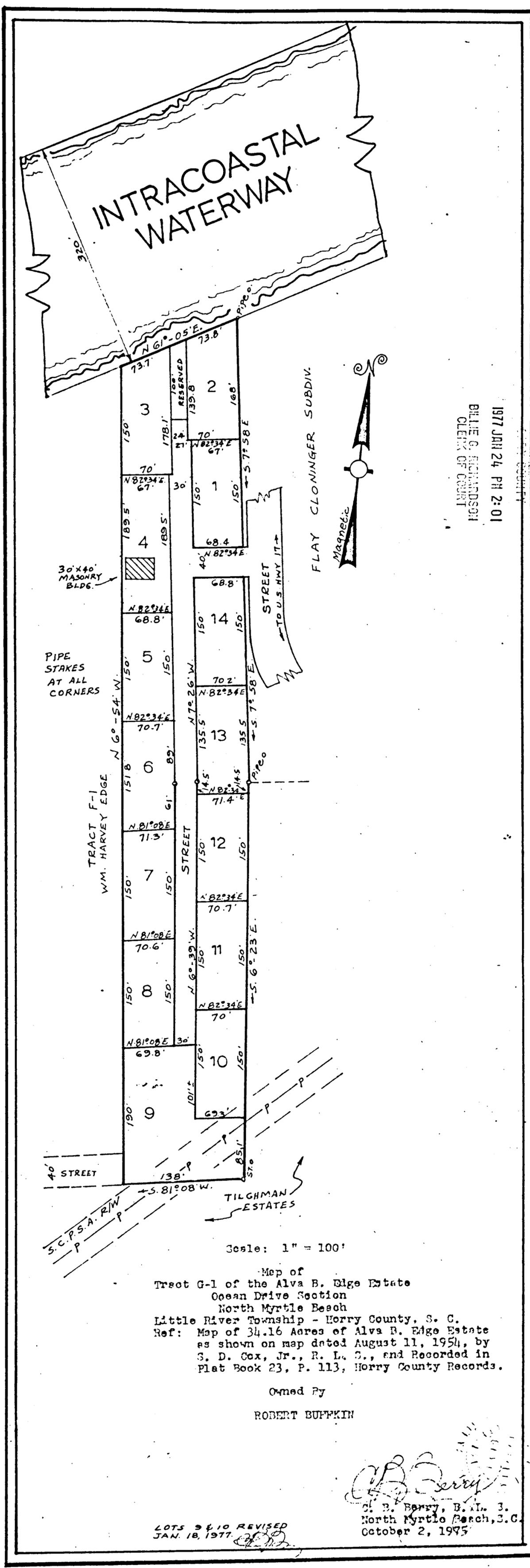
FULL BUSINESS NAME

1. CAUSEY HOLDINGS, LLC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

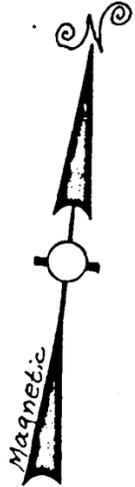
FULL BUSINESS NAME

1. E INVESTMENTS, LLC



1977 JAN 24 PM 2:01
 BILIE G. RICHARDSON
 CLERK OF COURT

FLAY CLONINGER SUBDIV.



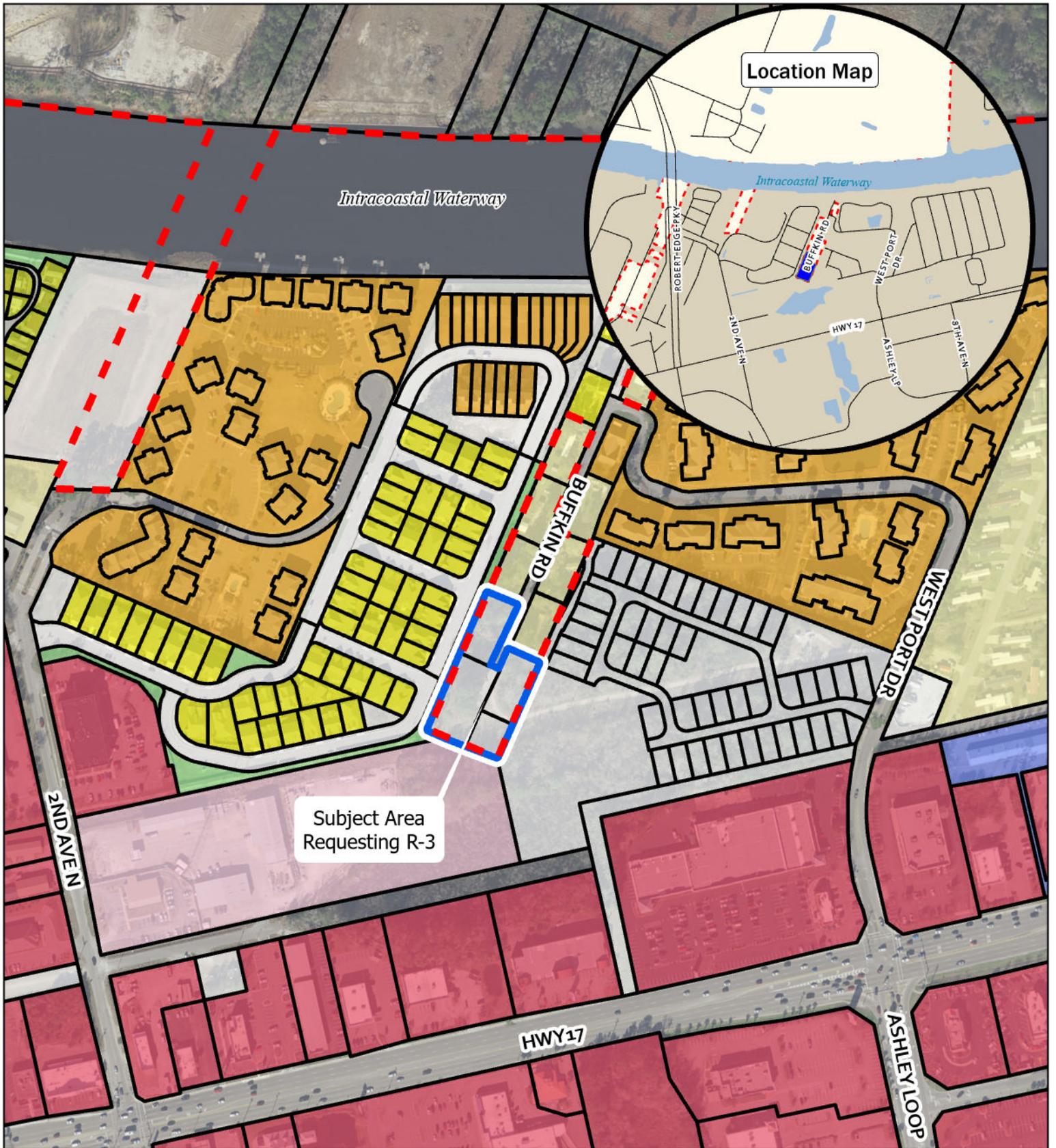
Scale: 1" = 100'

Map of
 Tract G-1 of the Alva B. Edge Estate
 Ocean Drive Section
 North Myrtle Beach
 Little River Township - Horry County, S. C.
 Ref: Map of 34.16 Acres of Alva B. Edge Estate
 as shown on map dated August 11, 1954, by
 S. D. Cox, Jr., R. L. S., and Recorded in
 Plat Book 23, P. 113, Horry County Records.

Owned By
 ROBERT BUFFKIN

C. B. Berry
 C. B. Berry, B. L. S.
 North Myrtle Beach, S. C.
 October 2, 1975

LOTS 9 & 10 REVISED
 JAN. 18, 1977



- North Myrtle Beach City Limit
- Subject Area

- Existing Land Use**
- Commercial
 - Common Open Space
 - Duplex

Legend

- Industrial / Warehouse
- Mobile Home
- Multi-Family
- Private Common Open Space

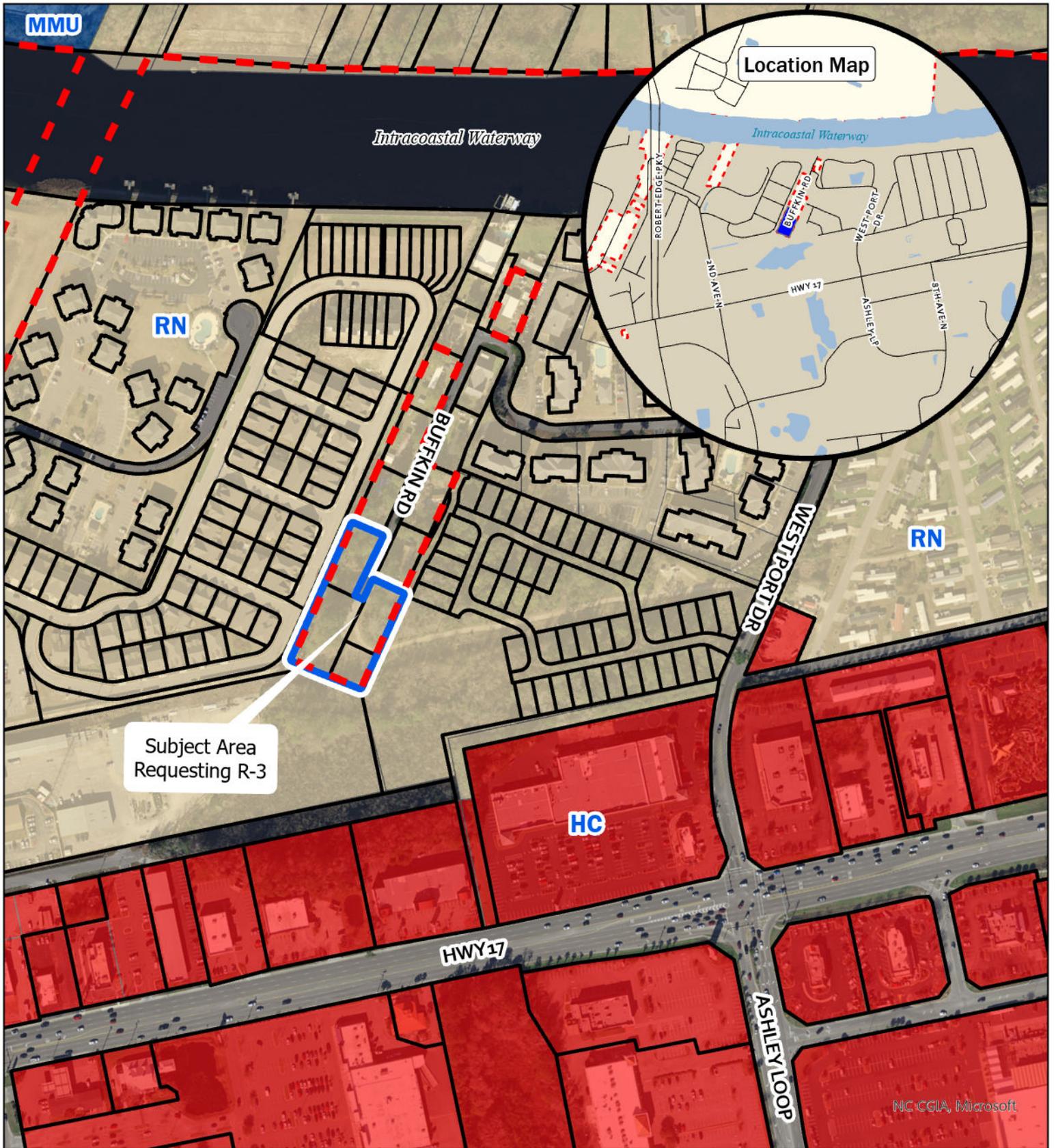
- Single-Family
- RV / Campground
- Town House
- Vacant



Existing Land Use

0 150 300 Feet

User: arelmadolar
Path: \\nmbplan\PDGIS\2025\25-025 2-25-21\2-25-21.aprx



Subject Area Requesting R-3

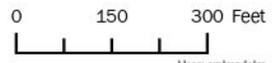
Location Map



Legend

-  North Myrtle Beach City Limit
-  Subject Area
-  HC
-  MMU
-  RN

Future Land Use



User: arelmadolar
Path: \\nmbplan\PDG15\2025\25-025 2-25-21\2-25-21.aprx

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 7D	Prepared by: Chris Noury, City Attorney
Agenda Section: New Business: Second Public Hearing	Date: January 27, 2026
Subject: Regarding the First Amendment to the Development Agreement for Lauret Associates Tract	Division: Legal

Background:

The principal provisions of the proposed amendment to the Lauret Tract Development Agreement are summarized as follows:

1. Long Bay Road Improvements

Consistent with the original Lauret Tract Development Agreement, the developer will be required to construct improvements to Long Bay Road (“LBR”) from the point where LBR abuts the Lauret Tract to the intersection of LBR and Water Lily Road. The improvements will consist of a two-lane roadway, with each lane comprising a 13-foot paved travel lane and an additional one-foot unpaved shoulder. The project will also include a five-foot concrete sidewalk which transitions to a ten-foot multi-use path, as depicted on Exhibit D-1.

2. Maintenance Responsibility

Pursuant to Horry County requirements, the City will assume responsibility for the maintenance of this segment of LBR, notwithstanding that the roadway is located within Horry County. The County will relinquish all rights and obligations associated with this portion of LBR.

3. Construction Timeline and Remedies

The developer will have twelve (12) months from the effective date of the amended Development Agreement to complete the required LBR improvements, with an additional four (4)-month cure period in the event of default. If the improvements are not completed within this timeframe, the City will have the right to withhold the issuance of additional building permits. The developer will also be required to post a financial guarantee to secure completion of the roadway improvements.

4. Limitations on Building Permits Prior to Completion of LBR

Except as expressly set forth below, the City will have no obligation to issue additional residential building permits within the project until the LBR improvements are completed:

(i) Including the thirty-four (34) previously released permits, the City will issue up to forty-one (41) additional building permits (for a total of seventy-five (75)) when the Developer delivers to the City the signature page of the amended development agreement signed by the developer after second reading.

(ii) Upon commencement of grading of LBR, and provided grading and construction activities continue, the City will issue up to one hundred (100) building permits in the aggregate.

(iii) Upon completion of fifty percent (50%) of the LBR improvements, the City will issue up to one hundred fifty (150) building permits in the aggregate.

(iv) Upon full completion of the LBR improvements, all remaining building permits may be issued, not to exceed a total of five hundred twenty (520) residential units.

Recommended Action:

Allow comments from the public regarding the proposed Development Agreement

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

STATE OF SOUTH CAROLINA) **FIRST AMENDMENT TO DEVELOPMENT**
) **AGREEMENT FOR LAURET ASSOCIATES**
COUNTY OF HORRY) **TRACT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“*First Amendment*”) is made and entered this ___ day of March, 2026, by and between **BEAZER HOMES, LLC**, a Delaware limited liability company, its affiliates, subsidiaries, successors and assigns (“*Developer*”), and the governmental authority of the **CITY OF NORTH MYRTLE BEACH**, a body politic under the laws of the State of South Carolina (“*City*”). Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the below-described Development Agreement, as hereby amended.

RECITALS:

WHEREAS, the City, and the Developer, entered into that certain Development Agreement for Lauret Associates Tract, dated September 5, 2023 and recorded September 27, 2023 in Deed Book 4728 at Page 1305, in the Office of the Register of Deeds for Horry County, South Carolina (the “*Development Agreement*”); and

WHEREAS, the Development Agreement included the obligation of Developer to improve Long Bay Road, an existing coquina road maintained by Horry County, which improvements specified improvements desire by the City, which exceeded the scope of improvements that would be required by Horry County, although Long Bay Road was, and presently continues to be maintained by Horry County; and

WHEREAS, on April 12, 2024 the City issued its approval of an Encroachment Request Within Horry County Rights of Way from Water Tower Rd. to Water Lilly Rd.; and

WHEREAS, on April 26, 2024, Horry County issued an Encroachment Permit for construction of improvements to the existing coquina Long Bay Road (including paying, grading, drainage and erosion control measures), which Encroachment Permit included certain assumptions and conditions, including that (a) the Encroachment Permit is based on the above referenced letter from the City; (b) the City issuing final plan approval, pending receipt of the Encroachment Permit; (c) that Horry County would permanently cease maintenance on the referenced section of Long Bay Road (between Water Lilly Rd. and Watertower Rd.) when construction activities begin under the Encroachment Permit; (d) that the City (and not Horry County) will conduct inspections for acceptance of the completed (paved) road by the City; and (e) that the City shall be the point of contact for all matters related to this approved permit and the paving of Long Bay Road; and

WHEREAS, on February 7, 2025, the City approved a Notice of Intent (NOI) from the South Carolina Department of Health and Environmental Services (now Department of Environmental Services) for the improvement of Long Bay Road, which approval was evidenced by a letter from the City as MS4, certifying that the proposed improvements fall within the service area of the City, and that the City had reviewed and approved the Storm Water Pollution Prevention Plan submitted for such improvements; and

WHEREAS, prior to the date of this First Amendment, in addition to the above referenced approvals, Developer has secured the approvals and permits required for construction of the roadway

improvements which are the subject of this Agreement, including, but not limited to a wetland fill permit from the United States Army Corps of Engineers, and a land disturbance permit from the State of South Carolina; and

WHEREAS, prior to the commencement of construction of the roadway improvements which are the subject of the Development Agreement, a conflict arose between the construction plans for such roadway improvements approved by the City and a previously existing homeowners association, which conflict could only be resolved by (a) a change in the scope of improvements previously approved by the City; or (b) the City exercising its right of eminent domain to acquire additional right of way, which the City declined to exercise, and therefore such conflict delayed the commencement of construction of the improvements to Long Bay Road; and

WHEREAS, in recognition of the prior delays in construction of the roadway improvements which are the subject of the Development Agreement, the City and the Developer now desire to amend said Development Agreement in the manner set forth below.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer hereby agree as follows:

1. **INCORPORATION.** The above recitals are hereby incorporated into this Agreement.

2. **EXECUTED COPY OF AGREEMENT.** On or before Ten (10) business days after final approval by City Council of this First Amendment, Developer shall deliver an original executed copy of this First Amendment to the City for recording as provided below.

3. **RECORDING.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this First Amendment shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which this First Amendment is executed and finally approved by the City following second reading of the ordinance approving this First Amendment by City Council.

4. **EXHIBIT "D-1".** **Exhibit "D-1"** to the Development Agreement is deleted and replaced with **Exhibit "D-1"** attached hereto.

4. **SECTION 10(E).** Section 10(E) of the Development Agreement set forth certain off-site roadway improvement requirements which are not achievable as a result of disputes with third parties, through no fault of the Developer or the City, therefore the City and the Developer agree that Section 10(E) of the Development Agreement shall be deleted in its entirety, and replaced with the following:

“(E) **Off-Site Road Improvements.** The City and Developer acknowledge that, in lieu of the payment of the Park Enhancement Fee, Beachfront Parking Enhancement Fee and Public Safety Enhancement Fee, set forth above, Developer shall instead be obligated to improve Long Bay Road, an existing public roadway a portion of which abuts the boundary of the Property, which roadway is maintained by Horry County, extending from the existing boundary of the Property to the intersection of Long Bay Road

and Water Lilly Road, thereby providing an alternative route to and from the Property other than Water Tower Road, together with additional off-site traffic improvements which may be required for the Project. The roadway will be developed based upon the roadway section for Long Bay Road attached hereto as **Exhibit “D-1”** (the “*Long Bay Typical Section*”), Developer further agreeing to install, within the Long Bay Typical Section, guardrail to armor and protect the improvements installed, or to be installed by Horry Electric Cooperative (“*HEC*”), in accordance with the requirements of HEC. The alignment for Long Bay Road, showing both the standard Two (2) lane section, each lane consisting of a 13’ paved lane, along with an additional 1’ unpaved shoulder, together with a 5’ concrete sidewalk which transitions to a 10’ multi-use path, in accordance with Horry County standards and the roadway section attached hereto as Exhibit “D-1” and the alignment attached hereto as **Exhibit “D-2”**, including design, permitting and construction at Developer’s sole expenses, and shall be complete on or before the date which is Twelve (12) months from the Effective Date of this First Amendment. In accordance with the terms of the Encroachment Permit for the improvement of Long Bay Road issued by Horry County, Horry County required as a condition to Encroachment Permit, and the City accepted such condition, that, upon commencement of construction, Long Bay Road shall be maintained exclusively by the City, Horry County having relinquished all rights and obligations with regards to Long Bay Road. In addition to the improvements to Long Bay Road, the City has required certain intersection improvements to be completed at the intersection of Long Bay Road and Bells Lake Circle, and at the intersection of Long Bay Road and the future Champions Boulevard extension, as shown on **Exhibit “D-3”** attached hereto (the “*Intersection Improvements*”). The improvement of Long Bay Road, and the Intersection Improvements, shall be deemed to have been completed in accordance with the terms of this First Amendment upon acceptance by the City of the improved Long Bay Road. The area of responsibility for Long Bay Road is shown on **Exhibit “D-4”** attached hereto (the “*Long Bay Road Improvement Area*”). Developer shall be responsible for satisfying the design and construction standards of Horry County with regards to Long Bay Road, including the Encroachment Permit issued by Horry County for Long Bay Road. The costs of platting, dedicating, conveying and recording such public roadway, shall be the sole expense of Developer.

The parties acknowledge that, in the event Long Bay Road is not completed and accepted by the City on or before the date which is Twelve (12) months following the Effective Date of this First Amendment, the City shall have the right, but not the obligation, to deliver to Developer, in writing, a notice of default as a result of Developer’s failure to complete Long Bay Road and have it accepted by the City on or before the date which is Twelve (12) months following the Effective Date of this First Amendment. Upon the City’s delivery of such notice of default, Developer shall have an additional period of One Hundred Twenty (120) days in which to complete Long Bay Road and have it accepted by the City. From the date of any default on the part of Developer with regards to completion and acceptance of Long Bay Road by the City, the City shall have, in addition to any rights under the bond or other surety instrument delivered by the Developer to the City with regards to Long Bay Road, the right to withhold the issuance of any additional building permits for Residential Units within the Project, unless or until Long Bay Road is completed and accepted by the City. Notwithstanding the above referenced default, times to cure and remedies, the City and the Developer agree that, the City shall have no obligation to issue any additional building permits for Residential Units within the Project, unless or until Long

Bay Road is completed and accepted by the City, except in accordance with the following limitations:

- (i) The City has previously released Thirty Four (34) building permits for Residential Units within the Project, each of which buildings represented by such permits were subject to purchase agreements between Developer and third party purchasers.
- (ii) From the date of the City's approval at second (final) reading of City Council and Developer's delivery of its signature page to this Agreement to the City, until Developer's commencement of construction of the improvement of Long Bay Road in accordance with this Section 10(E), building permits for Residential Units within the Project, Thirty Four (34) of which have previously been issued, but totaling not more than Seventy Five (75) building permits in the aggregate.
- (iii) From the date of Developer's commencement of construction of the improvements to Long Bay Road, which commencement shall be deemed to have occurred upon (a) Developer's mobilization of its chosen general contractor to perform the improvements to Long Bay Road; and (b) such general contractor commencing grading of Long Bay Road, and continuing to pursue such grading and additional improvements, the City shall issue, provided Developer has submitted approvable building plans, additional building permits for Residential Units within the Project, up to a total, including all previously issued building permits for Residential Units within the Project, of not more than One Hundred (100) building permits for Residential Units within the Project, in the aggregate. Notwithstanding the above referenced schedule for issuance of building permits for Residential Units within the Project, Developer and City agree that such limitations are predicated on Developer's timely commencement of construction of the improvements to Long Bay Road, and once commenced, its continual and uninterrupted maintenance of construction activities with regards to Long Bay Road, in good faith, until completion and acceptance of the same by the City.
- (iv) From the date on which Developer has completed, or caused to be completed, not less than Fifty (50.00%) percent of the improvements to be made to Long Bay Road, as certified by Development Resource Group, LLC ("**DRG**"), the project engineer chosen by Developer, the City shall issue, provided Developer has submitted approvable building plans, additional building permits for Residential Units within the Project, up to a total, including all previously issued building permits for Residential Units within the Project, of not more than One Hundred Fifty (150) building permits for Residential Units within the Project, in the aggregate.
- (v) Following completion of the improvements to Long Bay Road by the Developer, in accordance with the terms of the Development Agreement, as amended by this First Amendment, as certified by DRG, and acceptance of

Long Bay Road by the City, there shall be no further limitations on the number of building permits for Residential Units within the Project, not to exceed the Five Hundred Twenty (520) total Residential Units approved under the Development Agreement.

- (vi) Notwithstanding the above referenced schedule for issuance of building permits for Residential Units within the Project, Developer and City agree that such limitations are predicated on Developer's timely commencement of construction of the improvements to Long Bay Road, and once commenced, its continual and uninterrupted maintenance of construction activities with regards to Long Bay Road, in good faith, until completion and acceptance of the same by the City.
- (vii) In addition to the above referenced obligations, as additional security to the City for Developer's completion of such obligations, Developer shall deliver to the City, on or before the execution of this Agreement by the City, a financial guarantee of Developer's obligations to complete the Long Bay Road Improvements, in the form of the performance bond attached hereto as **Exhibit "D-5"** (the "***Roadway Improvement Bond***"), which represents the engineer's estimate cost of such improvements, multiplied by 1.5, which estimated cost are shown on **Exhibit "D-6"** attached hereto (the "***Roadway Improvement Cost Estimate***")."

5. **SECTION 10(J)**. Section 10(J) of the Development Agreement is amended by adding the following sentence to the end of the paragraph:

"In addition to including the terms and conditions of such short term rental prohibition in the CCRs (as defined below), the Developer covenants and agrees to include the terms and conditions of such short term rental prohibition in any sales and marketing materials or other disclosures provided to third-party purchasers, or to otherwise notify third-party purchasers of the terms and conditions of such short term rental prohibition, and the Developer shall certify to the City that it has done so in writing and send copies of any such sales and marketing materials or other disclosures to the City prior to the sale of any Residential Unit to a third-party purchaser. The City may, but is not obligated to, track, verify, or enforce the Developer's compliance or non-compliance with this certification, including but not limited to involvement in any litigation directly or indirectly related thereto."

6. **SECTION 13**. Section 13 of the Development Agreement shall be deleted in its entirety, and replaced with the following:

"Notwithstanding the provisions of Section 6 above, once improvement of Long Bay Road is commenced by Developer, Developer shall thereafter continuously, uninterrupted and diligently proceed with Development Work on the Property. Developer's failure to continuously, uninterrupted and diligently proceed with Development Work on the Property for a period of more than six (6) months, other than as a result of Force Majeure, as defined in Section 6 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of thirty (30) days in which to cure a default by

commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with any of the terms and conditions of this Agreement shall also constitute a default, entitling the City to pursue such remedies as deemed appropriate, including but not limited to withholding the issuance of building or other permits in accordance with the provisions of this Agreement, issuing a stop-work order for the Project, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act. Upon the occurrence of a default hereunder by the Developer, should the City be required to employ attorneys or incur other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation, term or condition of this Agreement, the City shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the fees of such attorneys and such other reasonable expenses so incurred.”

7. **SECTION 18.** Section 18 of the Development Agreement shall be deleted in its entirety, and replaced with the following:

“The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (the “**Restrictive Covenants**”) shall survive, continue in full force and effect without regard to the termination or expiration of this Agreement, and run with the Property as continuing obligations, public benefits and restrictions. The Developer covenants and agrees to include the applicability of the Restrictive Covenants in any sales and marketing materials provided to third-party purchasers, or to otherwise notify third-party purchasers of the Restrictive Covenants, and the Developer shall certify to the City that it has done so prior to the sale of any Residential Unit to a third-party purchaser. Developer further covenants and agrees that, to the extent the Property is encumbered by covenants, conditions and restrictions (the “**CCRs**”) as part of the development thereof, whether such CCRs are administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants. Prior to the execution of the CCRs, copies of the CCRs shall be sent to the City; provided, however, if there is a need to enforce any of the Restrictive Covenants set forth in the CCRs, it is up to the administrator of the CCRs, whether an Owners Association or not, to enforce such Restrictive Covenants. The City may, but is not required to, enforce the Restrictive Covenants set forth in the CCRs.

NOTICE TO SUBSEQUENT PURCHASERS OF THE PROPERTY: THE PROPERTY SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS AND THE CCRS, AND THE PROVISIONS OF THIS DEVELOPMENT AGREEMENT ARE BINDING ON SUBSEQUENT OWNERS OF THE PROPERTY.”

8. **SECTION 20.** The following is added as a new Section 20:

“Developer and the City agree to execute and record a separate Restrictive Covenants Agreement (the “**Restrictive Covenants Agreement**”) applicable to the Property and attached hereto as **Exhibit “G”**. The Restrictive Covenants Agreement shall be recorded simultaneously with the First Amendment and shall run with the land and be binding upon

the parties and their respective successors and assigns.”

9. **NO FURTHER AMENDMENT.** Except as specifically amended by this First Amendment, all of the terms and conditions of the Development Agreement shall remain in full force, unless and until amended in a writing signed by the City and the Developer.

10. **FORCE AND EFFECT.** If Developer has not properly executed this First Amendment and delivered the same to the City for execution within Sixty (60) days following final approval of this First Amendment by the City, then this First Amendment shall be null and void and of no further force or effect.

[Individual Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the day and year first above written.

DEVELOPER:

WITNESSES:

BEAZER HOMES, LLC, a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as _____ of BEAZER HOMES, LLC, a Delaware limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

My Commission Expires: _____

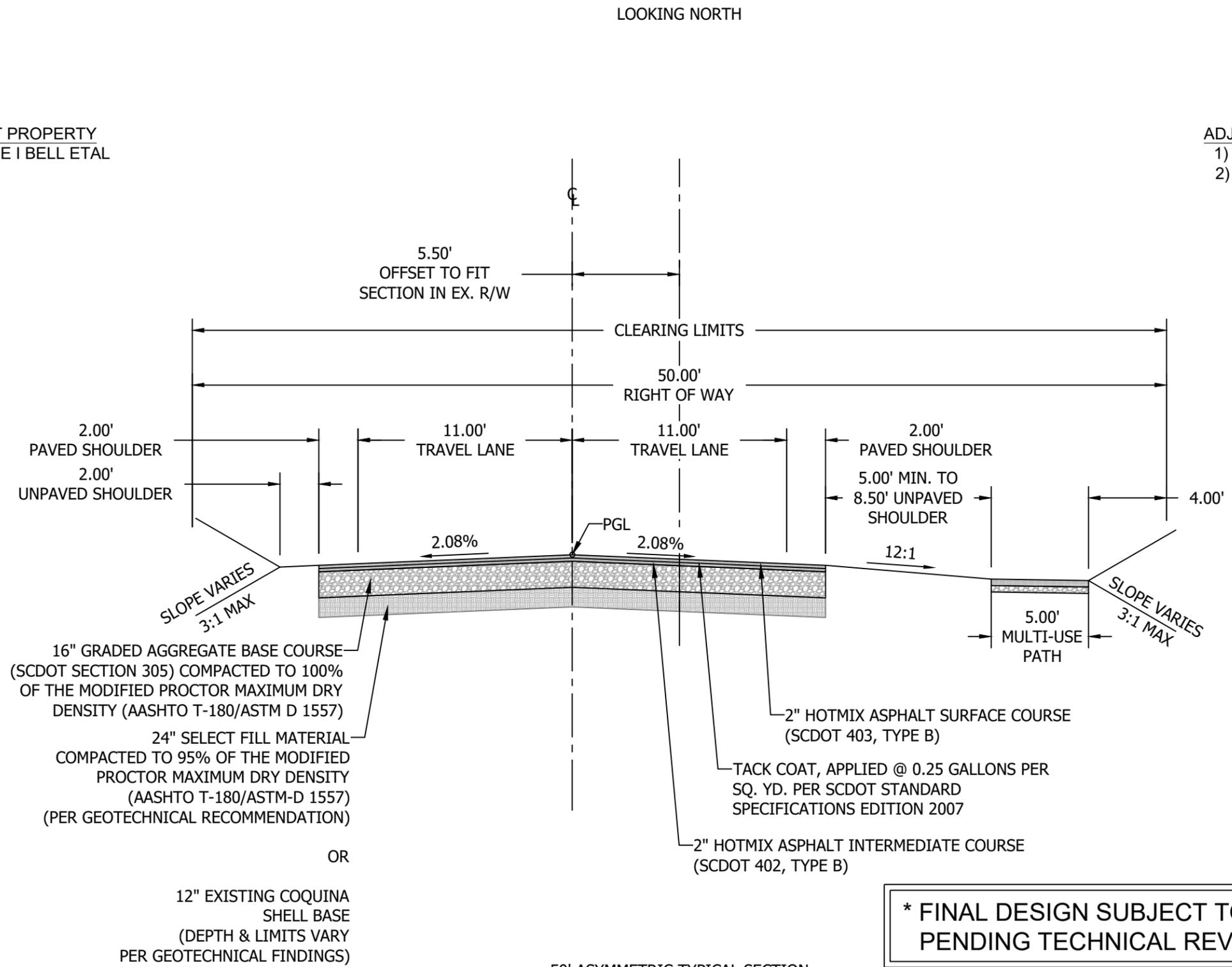
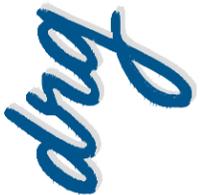
EXHIBIT “D-1”

Long Bay Typical Section

ADJACENT PROPERTY
1) DIANE I BELL ETAL

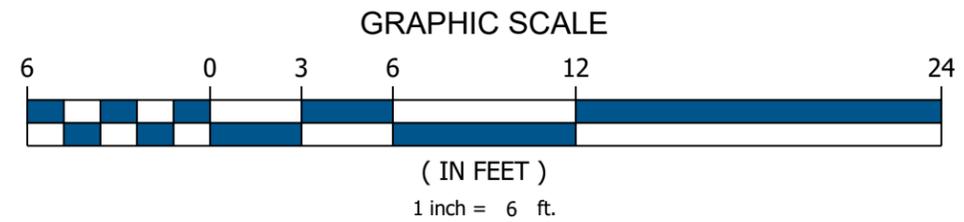
ADJACENT PROPERTY
1) OCEAN GROVE RESORT LLC
2) AZALEA BAY RESORT LLC

DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



50' ASYMMETRIC TYPICAL SECTION

*** FINAL DESIGN SUBJECT TO CHANGE PENDING TECHNICAL REVIEW.**



ASYMMETRIC TYPICAL SECTION EXHIBIT
(50' RIGHT-OF-WAY)

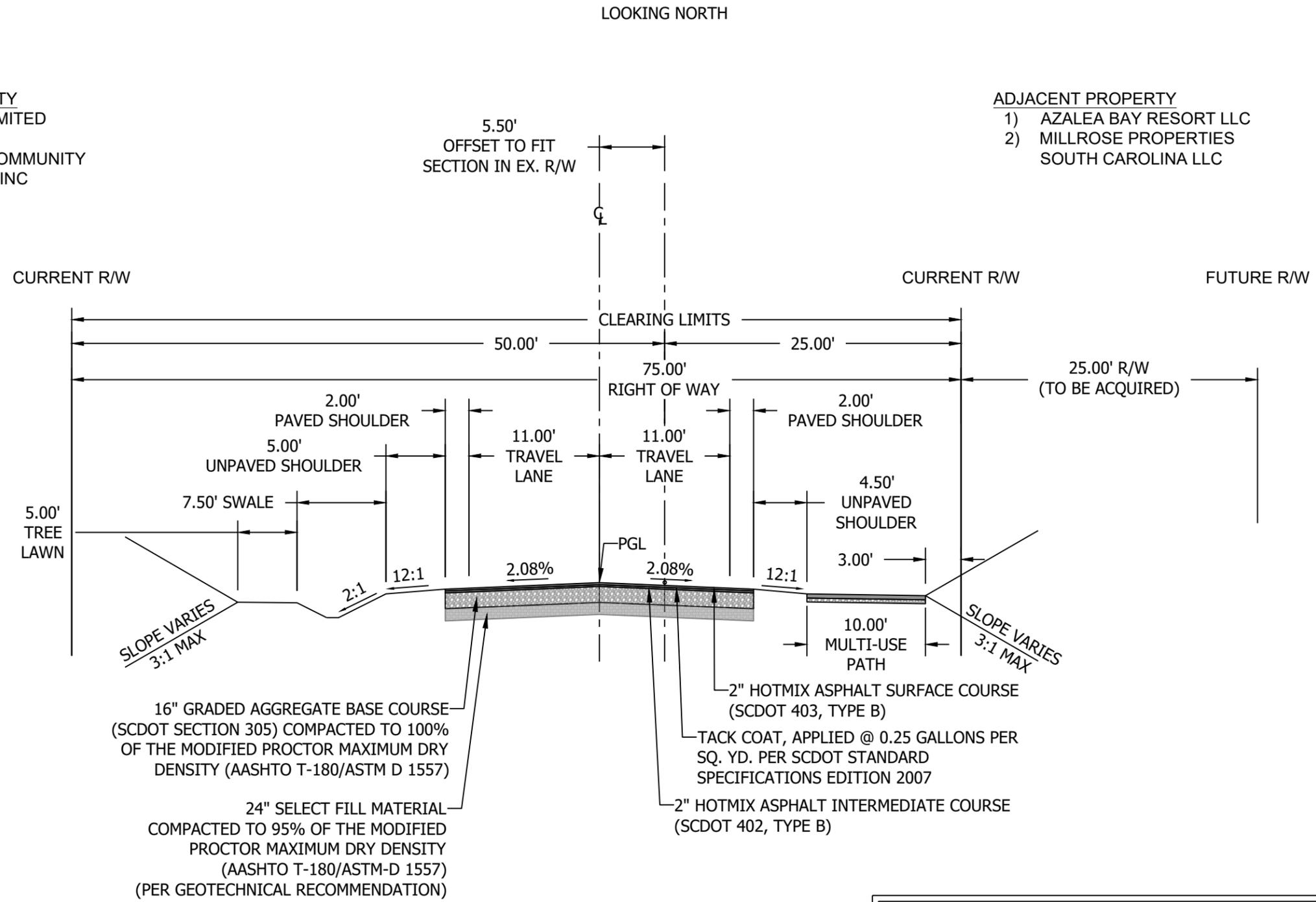
LONG BAY ROAD IMPROVEMENTS

JOB NO:	23.109
SCALE:	1" = 6'
DESIGNED BY:	MES
CHECKED BY:	MES
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-1

- ADJACENT PROPERTY
- 1) CF MASTER LIMITED PARTNERSHIP
 - 2) BELLS LAKE COMMUNITY ASSOCIATION INC

- ADJACENT PROPERTY
- 1) AZALEA BAY RESORT LLC
 - 2) MILLROSE PROPERTIES SOUTH CAROLINA LLC



16" GRADED AGGREGATE BASE COURSE (SCDOT SECTION 305) COMPACTED TO 100% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180/ASTM D 1557)

24" SELECT FILL MATERIAL COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180/ASTM-D 1557) (PER GEOTECHNICAL RECOMMENDATION)

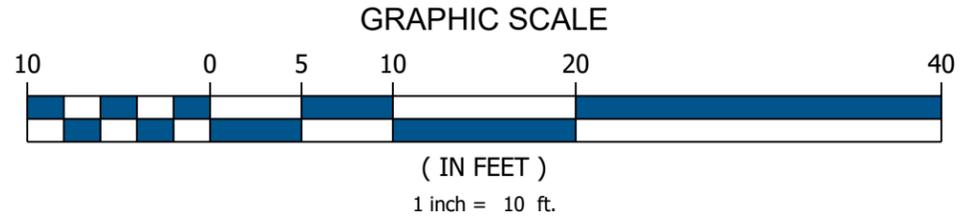
2" HOTMIX ASPHALT SURFACE COURSE (SCDOT 403, TYPE B)

TACK COAT, APPLIED @ 0.25 GALLONS PER SQ. YD. PER SCDOT STANDARD SPECIFICATIONS EDITION 2007

2" HOTMIX ASPHALT INTERMEDIATE COURSE (SCDOT 402, TYPE B)

ASSYMMETRIC/OFFSET
TYPICAL SECTION
75' EXISTING R/W
100' FUTURE R/W

*** FINAL DESIGN SUBJECT TO CHANGE PENDING TECHNICAL REVIEW.**



DEVELOPMENT RESOURCE GROUP, LLC
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REVISED TYPICAL SECTION EXHIBIT
(75' RIGHT-OF-WAY)

LONG BAY ROAD IMPROVEMENTS

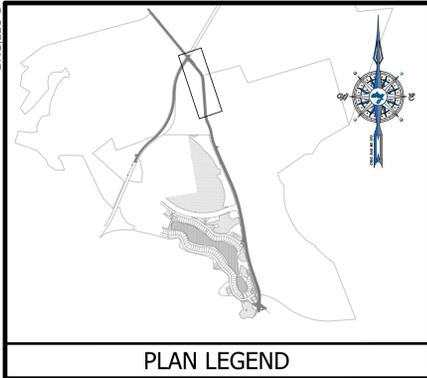
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DESIGNED BY:	MES
CHECKED BY:	MES
DATE:	01/02/2026
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D-1

EXHIBIT “D-2”

Long Bay Road Alignment

2026-01-02
DRGPLLC



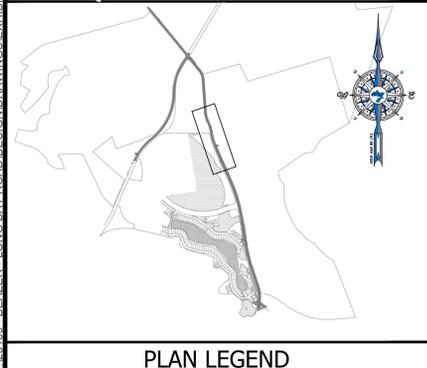
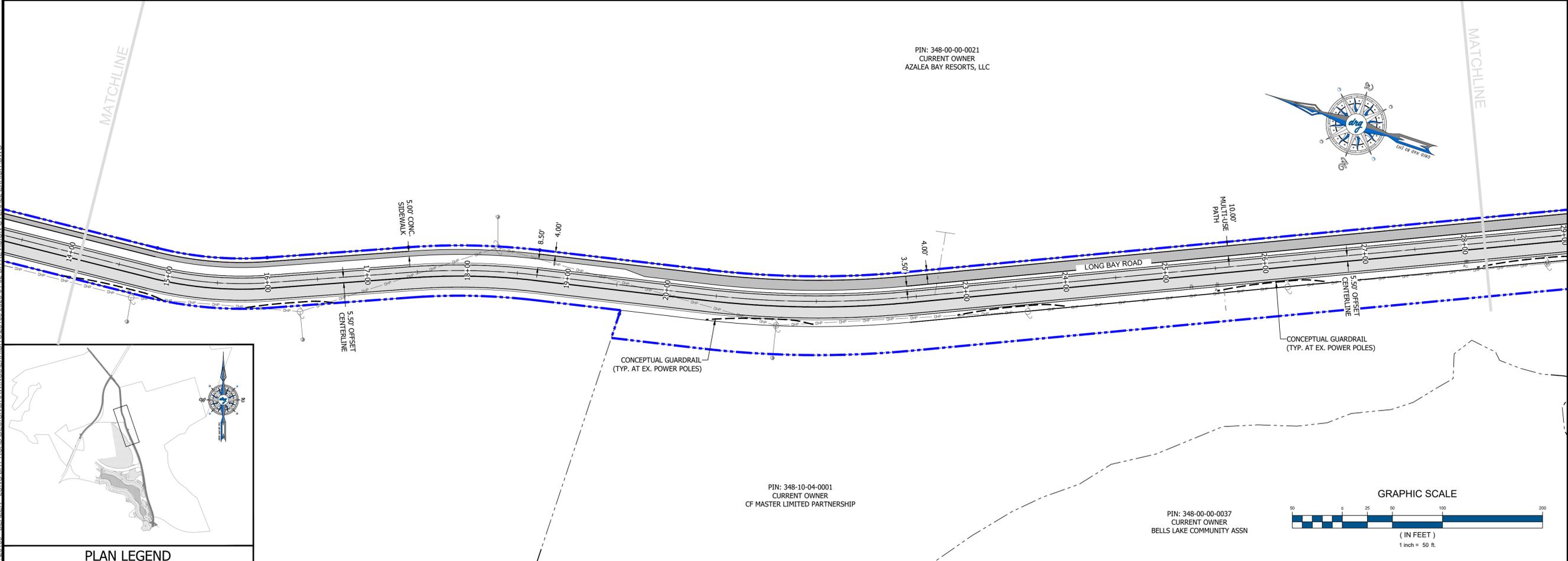
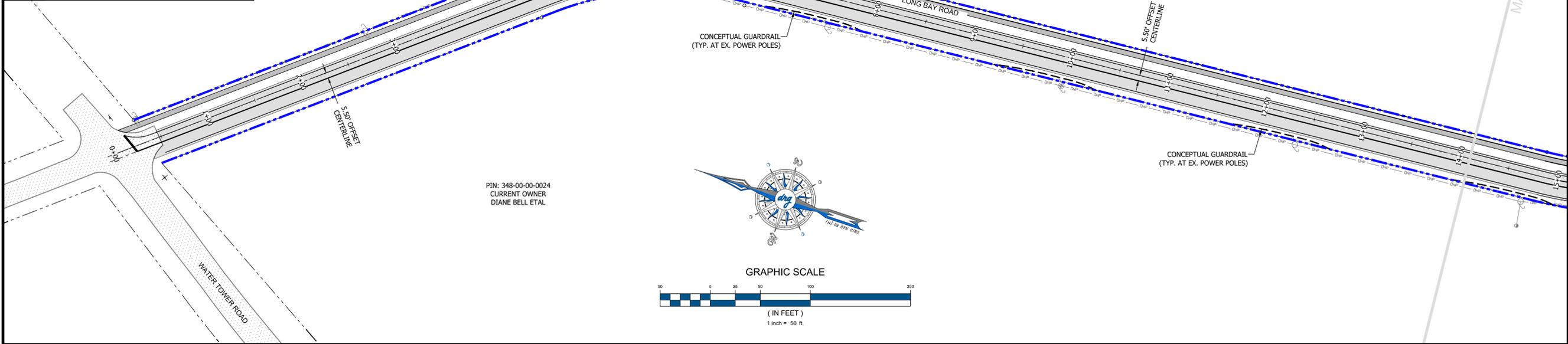
PIN: 348-00-00-0022
CURRENT OWNER
OCEAN GROVE RESORT LLC

PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



DEVELOPMENT RESOURCE GROUP, LLC
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MYRTLE BEACH, SC 29577
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PIN: 348-10-04-0001
CURRENT OWNER
CF MASTER LIMITED PARTNERSHIP

PIN: 348-00-00-0037
CURRENT OWNER
BELLS LAKE COMMUNITY ASSN

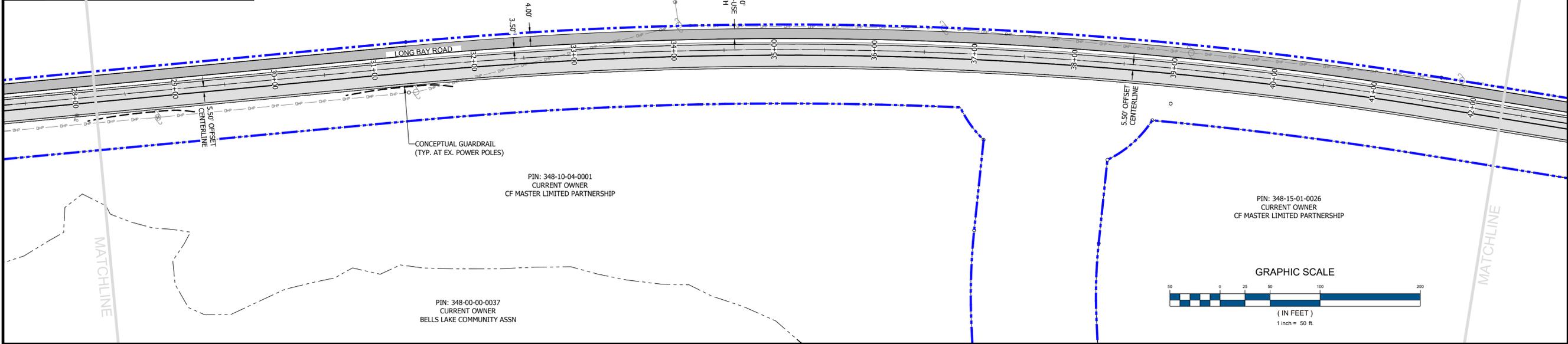
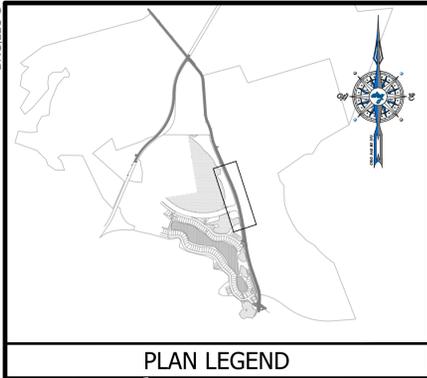
OVERALL ALIGNMENT EXHIBIT

LONG BAY ROAD

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SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2

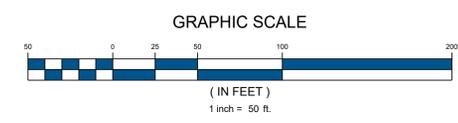
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DRG,LLC ©



* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.

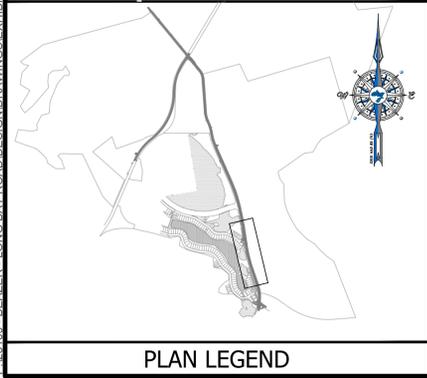
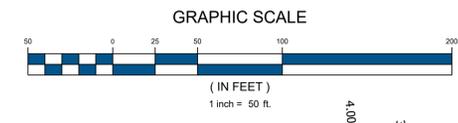
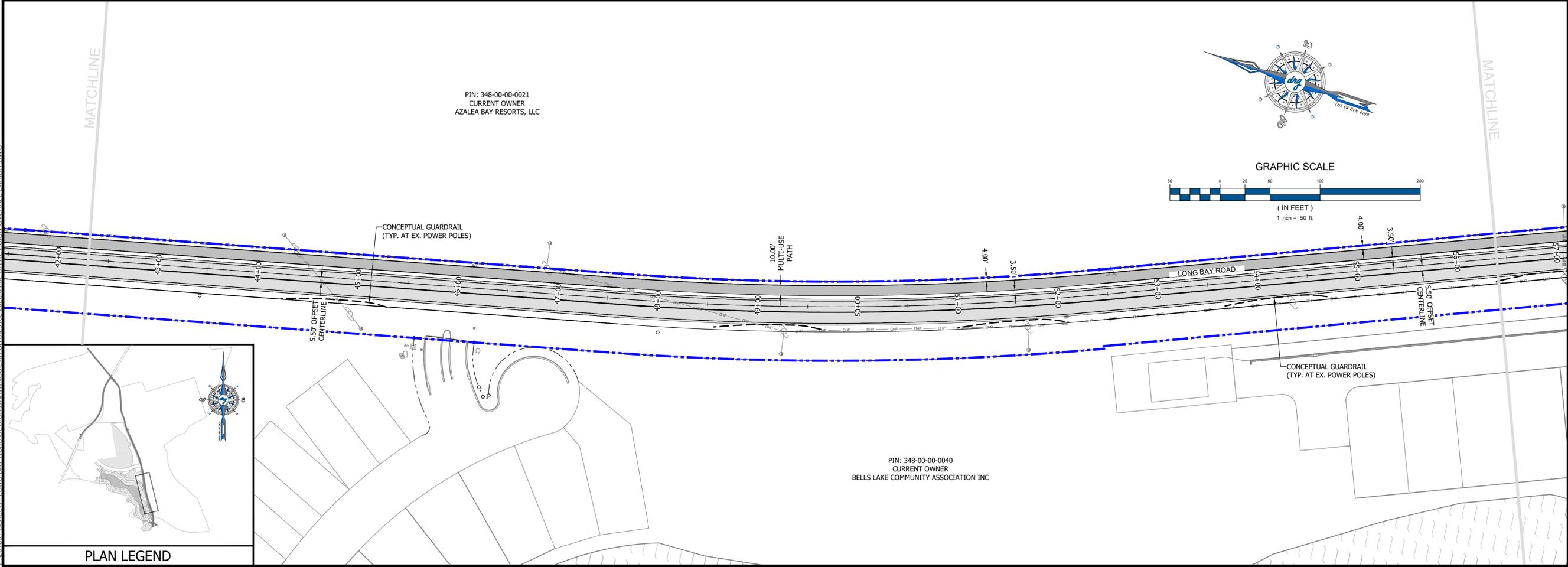


DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



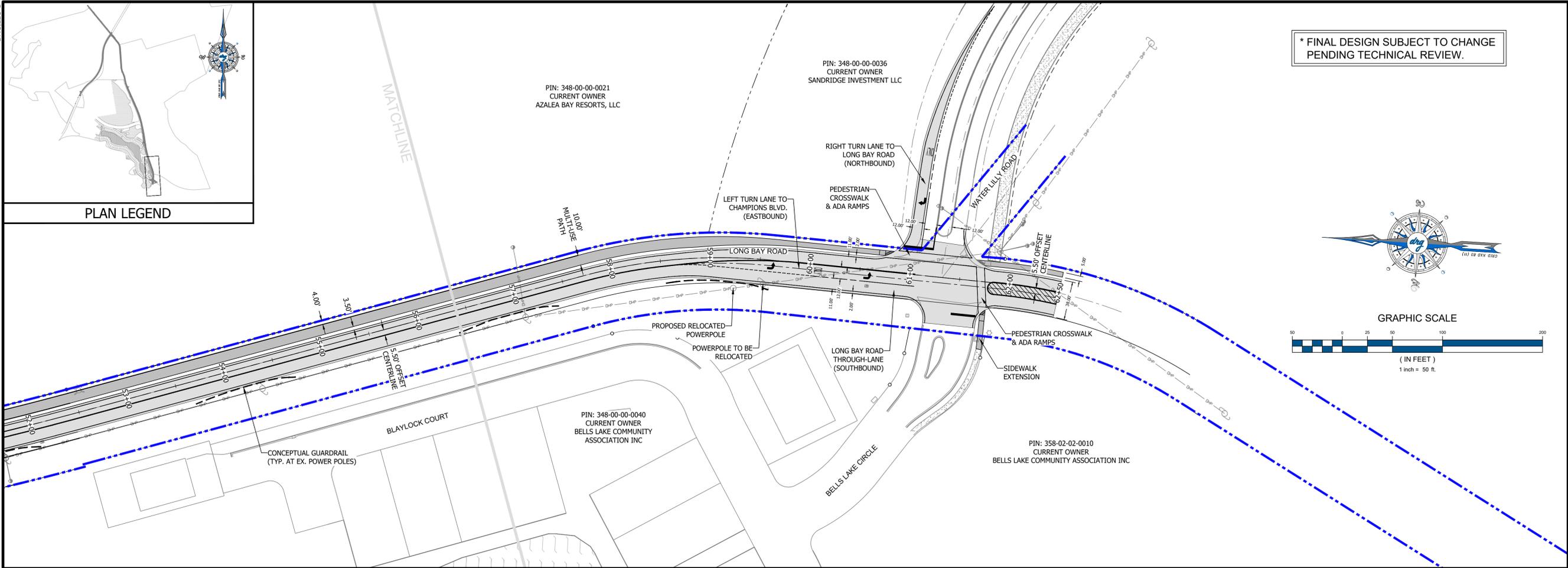
OVERALL ALIGNMENT EXHIBIT
LONG BAY ROAD

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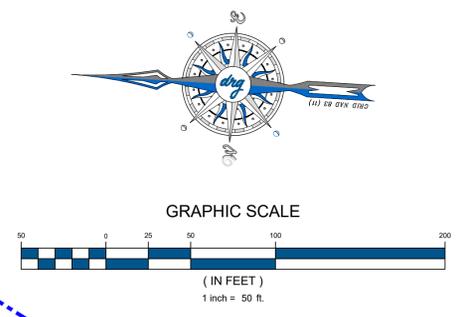
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DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2



PLAN LEGEND

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



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OVERALL ALIGNMENT EXHIBIT

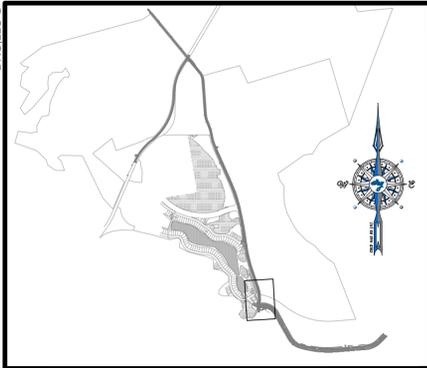
LONG BAY ROAD

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2

EXHIBIT “D-3”

Intersection Improvements



PLAN LEGEND

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



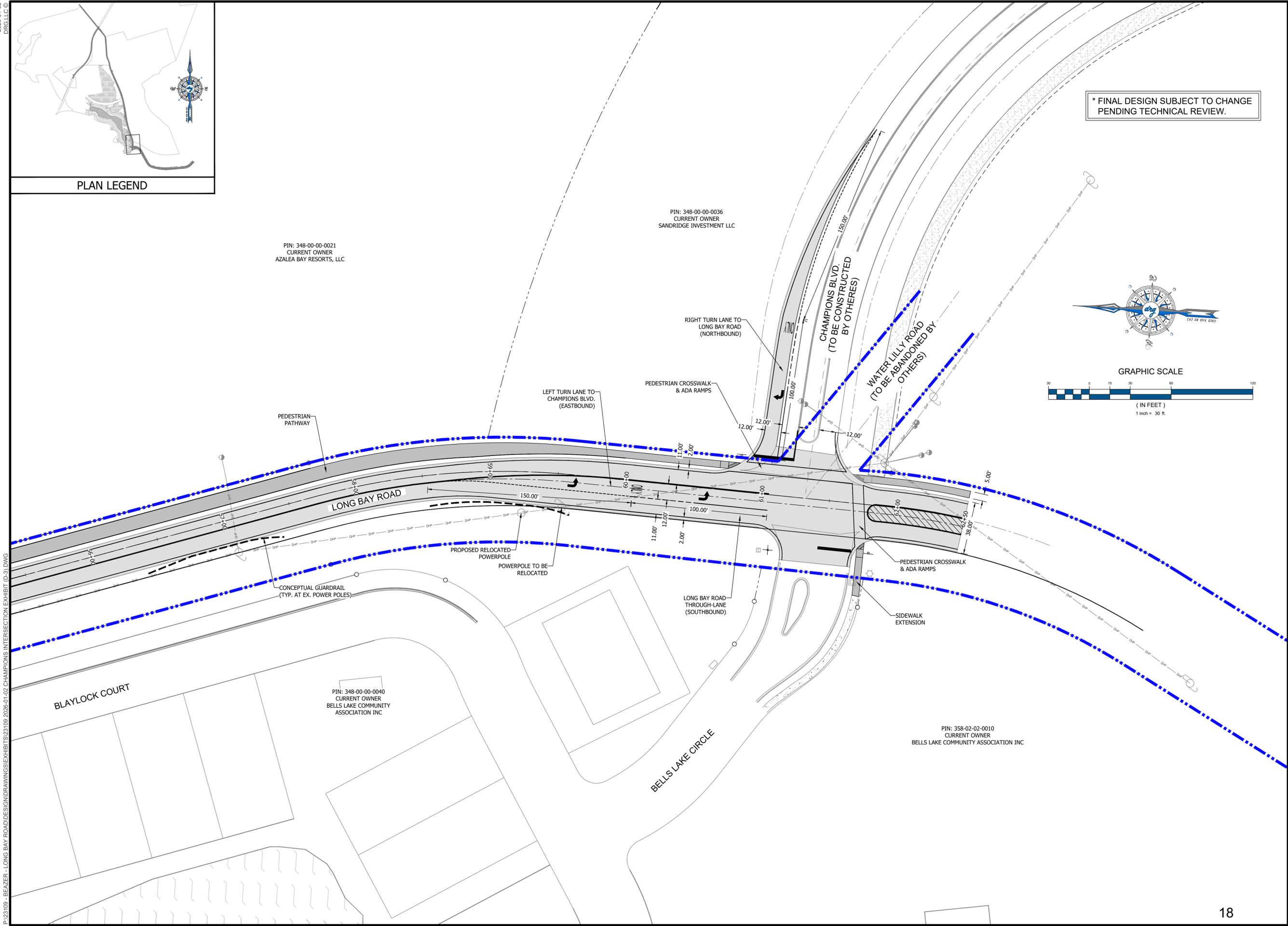
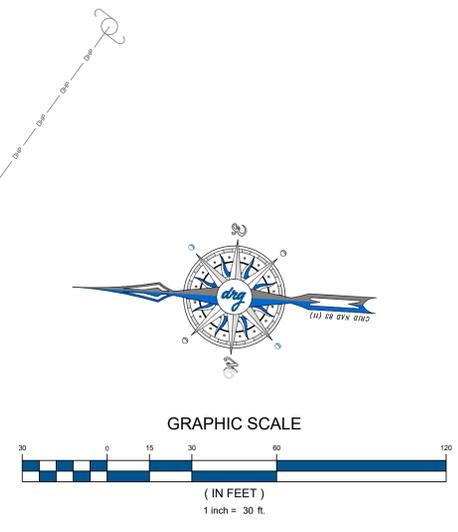
DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

PIN: 348-00-00-0036
CURRENT OWNER
SANDRIDGE INVESTMENT LLC

PIN: 348-00-00-0040
CURRENT OWNER
BELLS LAKE COMMUNITY
ASSOCIATION INC

PIN: 358-02-02-0010
CURRENT OWNER
BELLS LAKE COMMUNITY ASSOCIATION INC



CHAMPIONS BLVD. INTERSECTION IMPROVEMENTS

LONG BAY ROAD

P:23109 - BEAZER - LONG BAY ROAD DESIGN DRAWINGS EXHIBITS 23109 2026-01-02 CHAMPIONS INTERSECTION EXHIBIT (D-3).DWG

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SCALE:	1" = 30'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-3

EXHIBIT “D-4”

Long Bay Improvement Area

2026-01-02
DRGPLLC



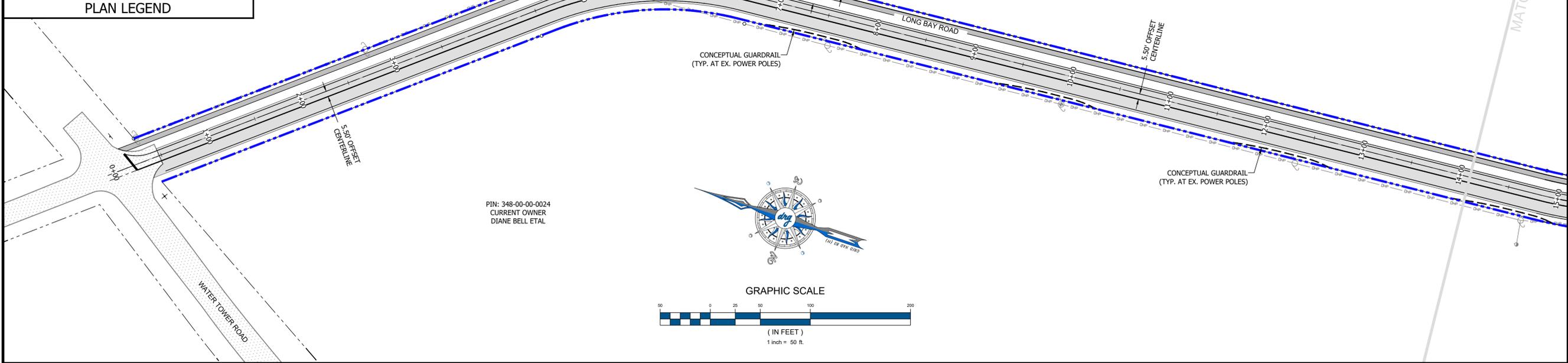
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CURRENT OWNER
OCEAN GROVE RESORT LLC

PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



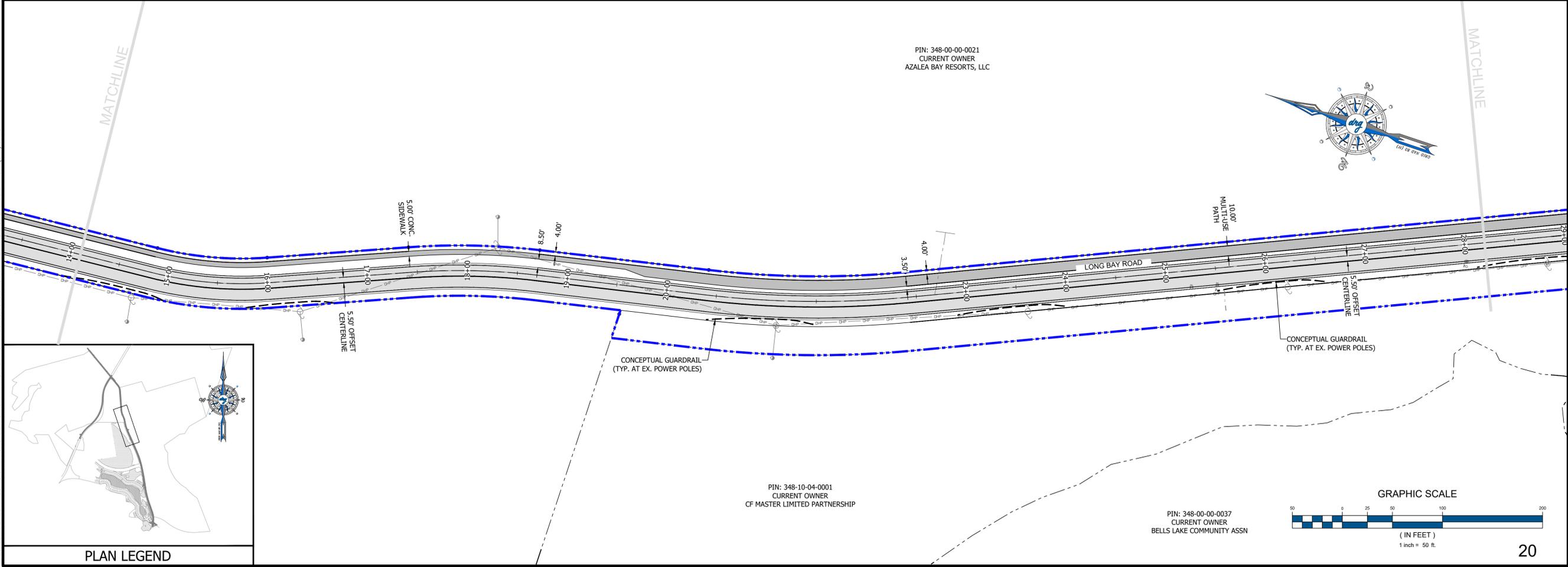
DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



PIN: 348-00-00-0024
CURRENT OWNER
DIANE BELL ETAL



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.



PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

PIN: 348-10-04-0001
CURRENT OWNER
CF MASTER LIMITED PARTNERSHIP

PIN: 348-00-00-0037
CURRENT OWNER
BELLS LAKE COMMUNITY ASSN



LONG BAY ROAD IMPROVEMENT AREA

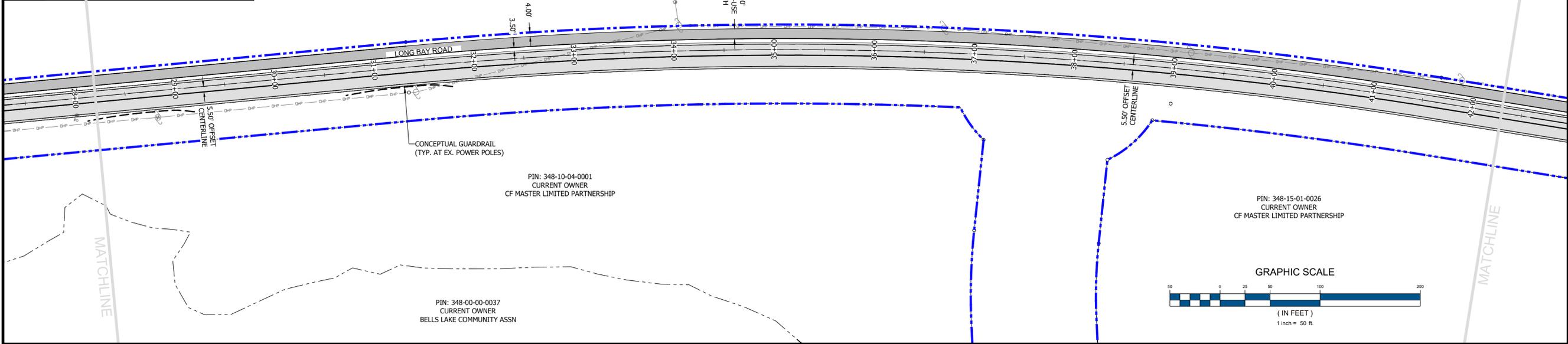
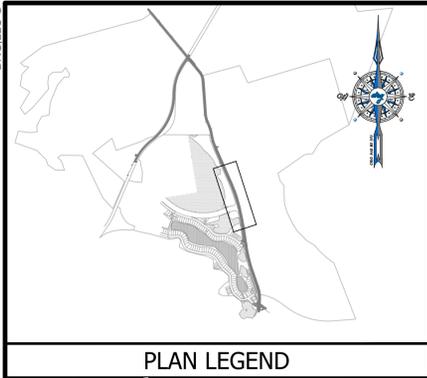
LONG BAY ROAD

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-4

P:23109 - BEAZER - LONG BAY ROAD DESIGN DRAWINGS EXHIBIT S:23109 2026-01-02 DA REVISION OVERALL EXHIBIT (D-4).DWG

2026-01-02
DRG,LLC ©



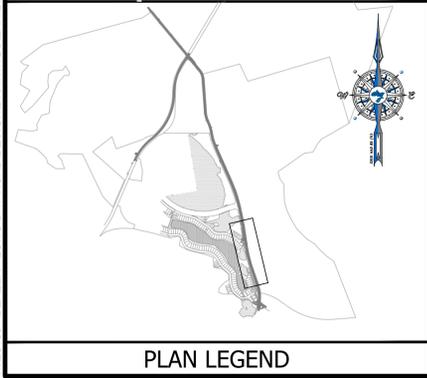
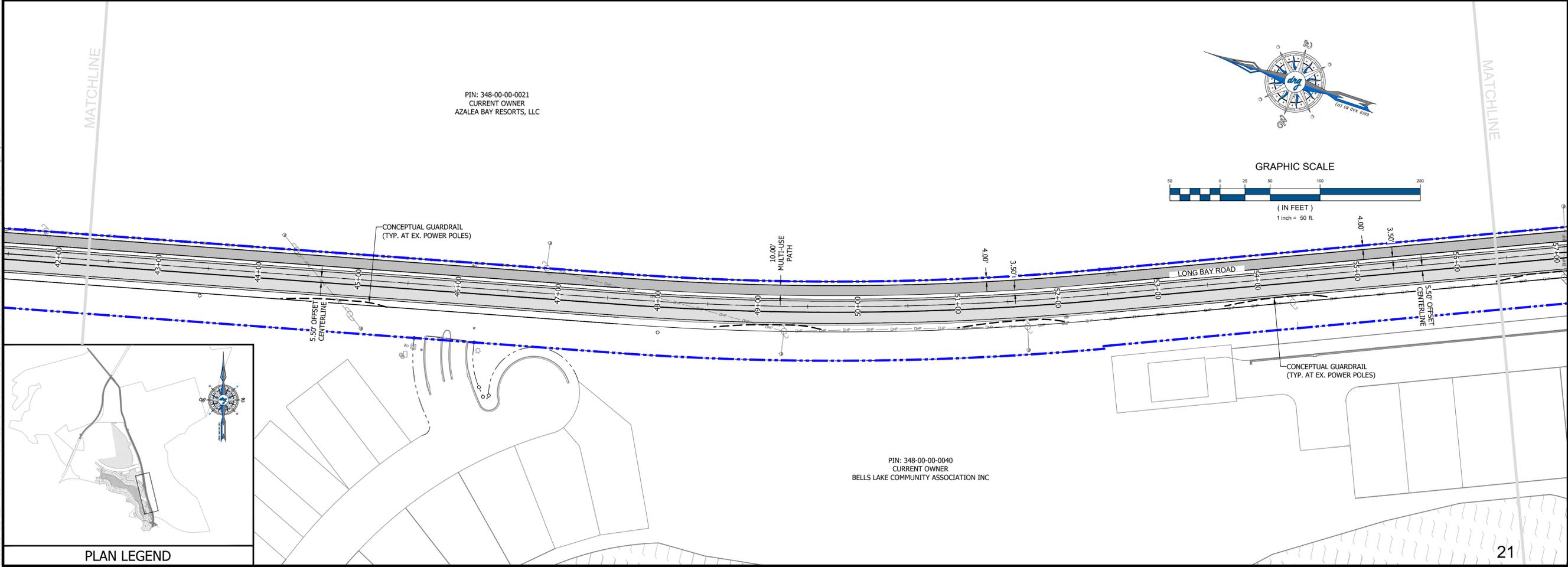
* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



DEVELOPMENT RESOURCE GROUP, LLC
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MYRTLE BEACH, SC 29577
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LONG BAY ROAD IMPROVEMENT AREA

LONG BAY ROAD

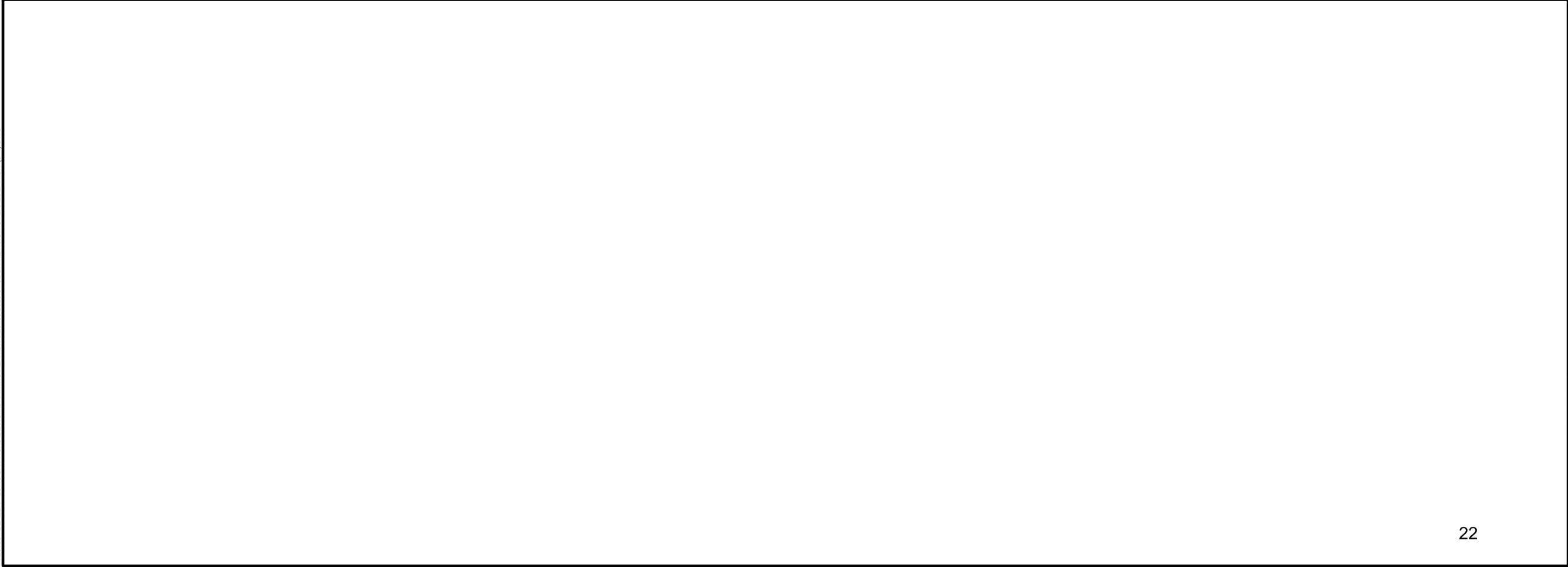
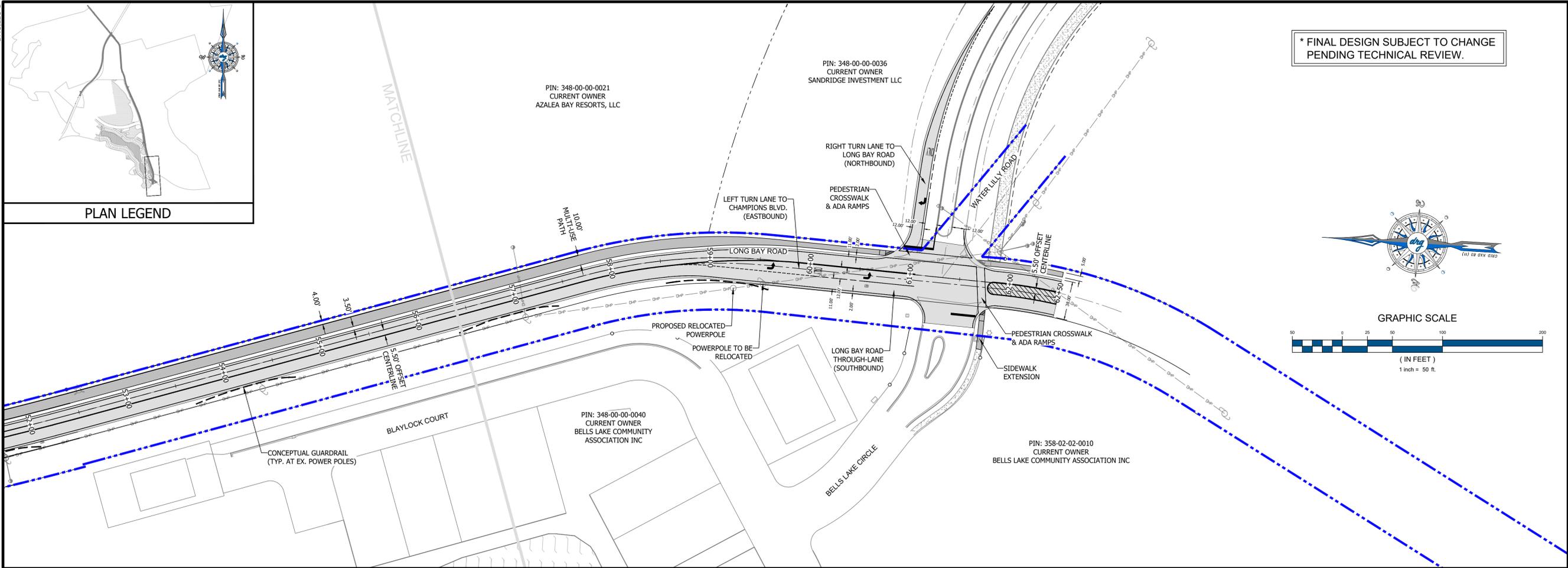


P:23109 - BEAZER - LONG BAY ROAD DESIGN EXHIBIT S:23109 2026-01-02 DA REVISION OVERALL EXHIBIT (D-4).DWG

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-4

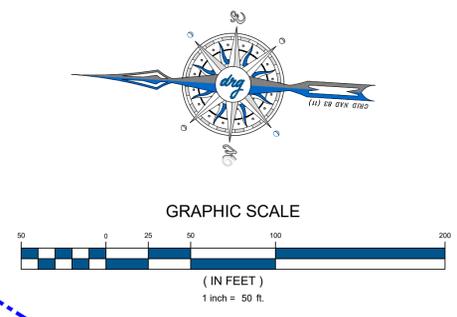
2026-01-02
DRG, LLC ©



P:23109 - BEAZER - LONG BAY ROAD DESIGN DRAWINGS EXHIBITS 23109 2026-01-02 DA REVISION OVERALL EXHIBIT (D-4).DWG

PLAN LEGEND

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

LONG BAY ROAD IMPROVEMENT AREA

LONG BAY ROAD

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-4

EXHIBIT “D-5”

Performance Bond Form

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that BEAZER HOMES, LLC, a Delaware limited liability company, having an address at 100 Sutter Drive, Suite 200, Myrtle Beach, South Carolina 29575, as Principal, and UNITED STATES FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Delaware, and authorized to transact business in the State of South Carolina, as Surety, are held and firmly bound unto the CITY OF NORTH MYRTLE BEACH, a South Carolina municipal corporation, having an address at 1018 2nd Avenue South, North Myrtle Beach, South Carolina 29582, as Obligee, in the sum of THREE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED NINE AND 13/100 (\$3,717,809.13) DOLLARS, for the payment of which sum, well and truly made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents, subject to the conditions set forth below.

WHEREAS, the Principal, pursuant to that certain Development Agreement by and between Principal and Obligee, dated September 5, 2023, and recorded September 27, 2023 in Deed Book 4728 at Page 1305, as amended by First Amendment to Development Agreement, dated February __, 2026, and recorded February __, 2026 in Deed Book __ at Page __, in the Office of the Register of Deeds for Horry County, South Carolina (collectively the "Development Agreement") has agreed to construct, or has constructed certain improvements to Long Bay Road as more fully set forth in the Development Agreement (collectively the "Improvements"), a roadway previously maintained by Horry County, to be maintained by Obligee upon Principal's completion of such improvements, in accordance with the terms of the Development Agreement.

WHEREAS, pursuant to the terms of the Development Agreement, the Improvements are to be completed by Principal on or before the first anniversary of the final approval of the First Amendment by Obligee, on the __ day of __, 2027, and if not complete by such date, Principal has an additional One Hundred Twenty (120) day cure period following written notice of default from the Obligee to Principal. Therefore, in the event the Improvements are not complete on or before the __ day of __, 2027, plus an additional period of One Hundred Twenty (120) days following written notice of default from Obligee to Principal, the Obligee may present this Performance Bond to Surety for payment of the above specified sum.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly complete the Improvements in accordance with the terms of the Development Agreement on or before the __ day of __, 2028, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

Signed, sealed and dated this __ day of __, 2026.

PRINCIPAL:

BEAZER HOMES, LLC

By: _____

Title: _____

SURETY:

UNITED STATES FIRE INSURANCE COMPANY

By: _____

James I. Moore, Attorney-in-Fact

EXHIBIT “D-6”

Engineer’s Estimate of Cost

EXHIBIT D-6

December 11, 2025

Mr. Dana Hamilton P.E.,
 Director of Public Works/City Engineer
 1018 2nd Avenue S.
 N. Myrtle Beach, South Carolina 29582

Re: Long Bay Road, DRGPN 23.109

Dear Mr. Hamilton,

Please accept this letter, on behalf of Beazer Homes, as our request for a Development Agreement Amendment for Long Bay Road. Below is a schedule of contract values, which is the basis for our opinion of the construction value to complete.

Item Description	Item Amount	% Complete	Remaining
Long Bay Road			
Clearing	\$50,000.00	0%	\$50,000.00
Earthwork	\$65,360.00	0%	\$65,360.00
Erosion Control	\$102,760.42	0%	\$102,760.42
Grading	\$197,270.00	0%	\$197,270.00
Roadway	\$1,221,590.00	0%	\$1,221,590.00
Storm Drainage	\$236,409.00	0%	\$236,409.00
Signage and Striping	\$50,000.00	0%	\$50,000.00
Concrete Sidewalk (Pedestrian Path)	\$305,150.00	0%	\$305,150.00
Mobilization	\$15,000.00	0%	\$15,000.00
General Conditions and License	\$235,000.00	0%	\$235,000.00
Project Sub-Total	\$2,478,539.42		\$2,478,539.42
Long Bay Road		150%	\$3,717,809.13

We propose a bond amount of 150% of the total value for the Long Bay Road project of **\$3,717,809.13**. Please call if you have any questions or need any additional information.

Sincerely,
 Development Resource Group, LLC.


 Mark E. Stoughton, P.E.

(843) 839-3350

office@drgpllc.com
 www.drgpllc.com

4703 Oleander Drive
 Myrtle Beach, SC 29577



12/11/2025

EXHIBIT D-6
Long Bay Road OPC by DRG



Development
Resource
Group, LLC
4703 Oleander
Drive
Myrtle Beach,

DIVISION 100 - GENERAL & MISCELLANEOUS		Based on Market Values			
		Quantity	Unit	Unit Cost	Total cost
1	Mobilization	1	Lump Sum	15,000.00	\$ 15,000.00
2	Layout, Staking & Asbuilt Data Collection	1	Lump Sum	50,000.00	\$ 50,000.00
3	Traffic Control	1	Lump Sum	150,000.00	\$ 150,000.00
4	Clean/Sweep - Roadways	1	Lump Sum	15,000.00	\$ 15,000.00
5	Business Licensing	1	Lump Sum	20,000.00	\$ 20,000.00
					\$ -
END	DIVISION 100 - GENERAL & MISCELLANEOUS	Subtotal			\$ 250,000.00
DIVISION 200 - CLEARING & DEMOLITION		Quantity	Unit	Unit Cost	Total cost
1	Clearing & Grubbing	1	Lump Sum	50,000.00	\$ 50,000.00
					\$ -
END	DIVISION 200 - CLEARING & DEMOLITION	Subtotal			\$ 50,000.00
DIVISION 300 - DRAINAGE		Quantity	Unit	Unit Cost	Total cost
1	#57 Stone to Bed Storm Pipe	200	Ton	80.00	\$ 16,000.00
2	Catch Basin	10	EA	4,500.00	\$ 45,000.00
3	Junction Box	3	EA	5,550.00	\$ 16,650.00
4	15" RCP Class 3 T&G	37	LF	74.00	\$ 2,738.00
5	24" RCP Class 3 T&G	487	LF	78.00	\$ 37,986.00
6	30" RCP Class 3 T&G	205	LF	105.00	\$ 21,525.00
7	36" RCP Class 3 T&G	34	LF	150.00	\$ 5,100.00
8	30" CPPP	549	LF	140.00	\$ 76,860.00
9	Tie Into Existing	1	LS	2,000.00	\$ 2,000.00
10	15" FES	1	EA	950.00	\$ 950.00
11	24" FES	8	EA	1,000.00	\$ 8,000.00
12	30" FES	3	EA	1,200.00	\$ 3,600.00
					\$ -
END	DIVISION 300 - DRAINAGE	Subtotal			\$ 236,409.00
DIVISION 400 - EROSION CONTROL		Quantity	Unit	Unit Cost	Total cost
1	Silt Fence - Standard	13000	LF	5.00	\$ 65,000.00
2	Inlet Protection	10	EA	325.00	\$ 3,250.00
3	Seeding/Grassing	293006	SF	0.07	\$ 20,510.42
4	Outlet Protection	14	EA	1,000.00	\$ 14,000.00
					\$ -
END	DIVISION 400 - EROSION CONTROL	Subtotal			\$ 102,760.42
DIVISION 500 - EARTHWORK		Quantity	Unit	Unit Cost	Total cost
1	On-Site Cut to Fill "Suitable"	6420	CY	8.00	\$ 51,360.00
2	Haul Excess Material Off-Site	1000	CY	14.00	\$ 14,000.00
					\$ -
END	DIVISION 500 - EARTHWORK	Subtotal			\$ 65,360.00
DIVISION 600 - GRADING		Quantity	Unit	Unit Cost	Total cost
1	Fine Grade Shoulders/Disturbed Areas	13866	SY	5.00	\$ 69,330.00
2	Subgrade for Roadway	8005	SY	4.00	\$ 32,020.00
3	Fine Grade for Roadways	18500	SY	5.00	\$ 92,500.00
4	Subgrade All Weather Access	380	SY	4.00	\$ 1,520.00

5	Fine Grade All Weather Access	380	SY	5.00	\$ 1,900.00
					\$ -
END	DIVISION 600 - GRADING	Subtotal			\$ 197,270.00
DIVISION 700 - ASPHALT PAVING & CONCRETE					
#	Item	Quantity	Unit	Unit Cost	Total cost
1	Install 2" Surface Asphalt	18500	SY	20.00	\$ 370,000.00
2	Install 2" Binder Asphalt	18500	SY	19.00	\$ 351,500.00
3	Place & Compact 6" GABC All Weather Access	380	SY	18.00	\$ 6,840.00
4	On-Site Signs & Striping	1	Lump Sum	50,000.00	\$ 50,000.00
5	8" GABC	10750	SY	20.00	\$ 215,000.00
6	16" GABC	7950	SY	35.00	\$ 278,250.00
7	4" Concrete Sidewalk (Pedestrian Path)	50858	SF	6.00	\$ 305,150.00
					\$ -
END	DIVISION 700 - ASPHALT PAVING & CONCRETE	Subtotal			\$ 1,576,740.00
DIVISION 801 - SANITARY SEWER					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 801 - SANITARY SEWER	Subtotal			\$ -
DIVISION 802 - WATER DISTRIBUTION					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 802 - WATER DISTRIBUTION	Subtotal			\$ -
DIVISION 803 - UTILITY MISC. - Force Main & Pump Station					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 803 - UTILITY MISC. - Force Main & Pump Station	Subtotal			\$ -
		Subtotal			\$ 2,478,539.42
		50% Contingency			\$ 1,239,269.71
		TOTAL ESTIMATE			\$ 3,717,809.13

Opinions of Cost: Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. The Client will pay for consultants' services required to bring costs within any limitation established by the Client as Additional Services.

a conservation easement or other restrictive covenant, whereby any portion of the Property not shown as single-family homes or amenities on the approved Concept Plan is restricted for future development of such portion of the Property. Notwithstanding the above restriction, the parties agree that, for purposes of this Agreement, any conveyance by Developer of a portion of the Property which has been shown or depicted as common area, buffer, ponds, lakes, open spaces or the like to any Owners Association shall not be deemed such an easement or restriction, and shall not constitute a default by Developer, provided that such portion of the Property so conveyed, prior to the date of such conveyance to any Owners Association, has been clearly designated on a map or site plan submitted to the City, and approved by the City, as not being a portion of the Property to be developed for any residential or commercial use as a part of the development anticipated by the Development Agreement.

- (B) **Minimum Rental Term.** Developer, or the then current owner of the Project, agree that the minimum term of any rental agreement for Residential Units constructed upon the Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No Sub-lease or assignment shall be permitted which would result in a party occupying a Residential Unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals. In addition to including the terms and conditions of such short term rental prohibition in the CCRs (as defined below), the Developer covenants and agrees to include the terms and conditions of such short term rental prohibition in any sales and marketing materials or other disclosures provided to third-party purchasers, or to otherwise notify third-party purchasers of the terms and conditions of such short term rental prohibition, and the Developer shall certify to the City that it has done so in writing prior to the sale of any Residential Unit to a third-party purchaser.
- (C) **Restrictive Covenants.** The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (the “***Restrictive Covenants***”) shall survive, continue in full force and effect without regard to the termination or expiration of the Development Agreement, unless the parties thereto agree to terminate this Agreement, and run with the Property as continuing obligations, public benefits and restrictions. The Developer covenants and agrees to include the applicability of the Restrictive Covenants in any sales and marketing materials provided to third-party purchasers, or to otherwise notify third-party purchasers of the Restrictive Covenants, and the Developer shall certify to the City that it has done so prior to the sale of any Residential Unit to a third-party purchaser. Developer further covenants and agrees that, to the extent the Property is later encumbered by covenants, conditions and restrictions (the “***CCRs***”) as part of the development thereof, whether such CCRs are administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants. Prior to the execution of the CCRs, copies of the CCRs shall be sent to the City; provided, however, if there is a need to enforce any of the Restrictive Covenants set forth in the CCRs, it is up to the administrator of the CCRs, whether an Owners Association or

not, to enforce such Restrictive Covenants. The City may, but is not required to, enforce the Restrictive Covenants set forth in the CCRs.

NOTICE TO SUBSEQUENT PURCHASERS OF THE PROPERTY: THE PROPERTY SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS AND THE CCRS, AND THE PROVISIONS OF THIS AGREEMENT ARE BINDING ON SUBSEQUENT OWNERS OF THE PROPERTY.

3. **INDEMNIFICATION**. In the event that any future resident or occupant of the Property initiates legal action related to the restrictive covenants set forth herein, the Developer shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or related to any legal action initiated by a future resident or occupant of the Property related to the restrictive covenants set forth herein.
4. **LEGAL EFFECT**. Each covenant contained in this Agreement: (a) constitutes a covenant running with the land; (b) binds every party hereto and every subsequent owner now having or hereafter acquiring an interest in the Property; and (c) will inure to the benefit of each party hereto and each subsequent owner and each party's and each subsequent owner's heirs, successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

WITNESSES:

BEAZER HOMES, LLC, a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as _____ of BEAZER HOMES, LLC, a Delaware limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

CITY:

WITNESSES:

CITY OF NORTH MYRTLE BEACH

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of the CITY OF NORTH MYRTLE BEACH. He or she personally appeared before me and is personally known to me.

Notary Public for South Carolina

Name: _____

My Commission Expires: _____

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 7E	Prepared by: Chris Noury, City Attorney
Agenda Section: New Business: Ordinance. First Reading	Date: January 27, 2026
Subject: Regarding the First Amendment to the Development Agreement for Lauret Associates Tract	Division: Legal

Background:

The principal provisions of the proposed amendment to the Lauret Tract Development Agreement are summarized as follows:

1. Long Bay Road Improvements

Consistent with the original Lauret Tract Development Agreement, the developer will be required to construct improvements to Long Bay Road (“LBR”) from the point where LBR abuts the Lauret Tract to the intersection of LBR and Water Lily Road. The improvements will consist of a two-lane roadway, with each lane comprising a 13-foot paved travel lane and an additional one-foot unpaved shoulder. The project will also include a five-foot concrete sidewalk which transitions to a ten-foot multi-use path, as depicted on Exhibit D-1.

2. Maintenance Responsibility

Pursuant to Horry County requirements, the City will assume responsibility for the maintenance of this segment of LBR, notwithstanding that the roadway is located within Horry County. The County will relinquish all rights and obligations associated with this portion of LBR.

3. Construction Timeline and Remedies

The developer will have twelve (12) months from the effective date of the amended Development Agreement to complete the required LBR improvements, with an additional four (4)-month cure period in the event of default. If the improvements are not completed within this timeframe, the City will have the right to withhold the issuance of additional building permits. The developer will also be required to post a financial guarantee to secure completion of the roadway improvements.

4. Limitations on Building Permits Prior to Completion of LBR

Except as expressly set forth below, the City will have no obligation to issue additional residential building permits within the project until the LBR improvements are completed:

(i) Including the thirty-four (34) previously released permits, the City will issue up to forty-one (41) additional building permits (for a total of seventy-five (75)) when the Developer delivers to the City the signature page of the amended development agreement signed by the developer after second reading.

(ii) Upon commencement of grading of LBR, and provided grading and construction activities continue, the City will issue up to one hundred (100) building permits in the aggregate.

(iii) Upon completion of fifty percent (50%) of the LBR improvements, the City will issue up to one hundred fifty (150) building permits in the aggregate.

(iv) Upon full completion of the LBR improvements, all remaining building permits may be issued, not to exceed a total of five hundred twenty (520) residential units.

Recommended Action:

Approve or deny the proposed ordinance on first reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

AN ORDINANCE

AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE LAURET ASSOCIATES TRACT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDED DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the Developer of the Lauret Associates Tract has requested an amendment to the Development Agreement for the Lauret Associates Tract, primarily relating to the Developer’s obligation to construct improvements to a portion of Long Bay Road (“LBR”); and

WHEREAS, the proposed improvements to LBR will provide an alternative route of ingress and egress to and from the Lauret Associates Tract, other than Water Tower Road, thereby benefiting area residents and enhancing the City’s ability to efficiently deliver municipal services.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, THAT:

Section 1. The First Amendment to the Development Agreement for the Lauret Associates Tract is hereby approved.

Section 2. The City Manager is hereby authorized and directed to execute the First Amendment to the Development Agreement on behalf of the City of North Myrtle Beach, together with any ancillary documents necessary to effectuate the intent of this Ordinance.

Section 3. This Ordinance shall take effect upon its final reading and adoption.

DONE, ORDAINED, AND PASSED this the _____ day of _____, 2026.

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 2.16.2026

SECOND READING: _____

REVIEWED:

City Manager

ORDINANCE: _____

STATE OF SOUTH CAROLINA) **FIRST AMENDMENT TO DEVELOPMENT**
) **AGREEMENT FOR LAURET ASSOCIATES**
COUNTY OF HORRY) **TRACT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“*First Amendment*”) is made and entered this ___ day of March, 2026, by and between **BEAZER HOMES, LLC**, a Delaware limited liability company, its affiliates, subsidiaries, successors and assigns (“*Developer*”), and the governmental authority of the **CITY OF NORTH MYRTLE BEACH**, a body politic under the laws of the State of South Carolina (“*City*”). Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the below-described Development Agreement, as hereby amended.

RECITALS:

WHEREAS, the City, and the Developer, entered into that certain Development Agreement for Lauret Associates Tract, dated September 5, 2023 and recorded September 27, 2023 in Deed Book 4728 at Page 1305, in the Office of the Register of Deeds for Horry County, South Carolina (the “*Development Agreement*”); and

WHEREAS, the Development Agreement included the obligation of Developer to improve Long Bay Road, an existing coquina road maintained by Horry County, which improvements specified improvements desire by the City, which exceeded the scope of improvements that would be required by Horry County, although Long Bay Road was, and presently continues to be maintained by Horry County; and

WHEREAS, on April 12, 2024 the City issued its approval of an Encroachment Request Within Horry County Rights of Way from Water Tower Rd. to Water Lilly Rd.; and

WHEREAS, on April 26, 2024, Horry County issued an Encroachment Permit for construction of improvements to the existing coquina Long Bay Road (including paying, grading, drainage and erosion control measures), which Encroachment Permit included certain assumptions and conditions, including that (a) the Encroachment Permit is based on the above referenced letter from the City; (b) the City issuing final plan approval, pending receipt of the Encroachment Permit; (c) that Horry County would permanently cease maintenance on the referenced section of Long Bay Road (between Water Lilly Rd. and Watertower Rd.) when construction activities begin under the Encroachment Permit; (d) that the City (and not Horry County) will conduct inspections for acceptance of the completed (paved) road by the City; and (e) that the City shall be the point of contact for all matters related to this approved permit and the paving of Long Bay Road; and

WHEREAS, on February 7, 2025, the City approved a Notice of Intent (NOI) from the South Carolina Department of Health and Environmental Services (now Department of Environmental Services) for the improvement of Long Bay Road, which approval was evidenced by a letter from the City as MS4, certifying that the proposed improvements fall within the service area of the City, and that the City had reviewed and approved the Storm Water Pollution Prevention Plan submitted for such improvements; and

WHEREAS, prior to the date of this First Amendment, in addition to the above referenced approvals, Developer has secured the approvals and permits required for construction of the roadway

improvements which are the subject of this Agreement, including, but not limited to a wetland fill permit from the United States Army Corps of Engineers, and a land disturbance permit from the State of South Carolina; and

WHEREAS, prior to the commencement of construction of the roadway improvements which are the subject of the Development Agreement, a conflict arose between the construction plans for such roadway improvements approved by the City and a previously existing homeowners association, which conflict could only be resolved by (a) a change in the scope of improvements previously approved by the City; or (b) the City exercising its right of eminent domain to acquire additional right of way, which the City declined to exercise, and therefore such conflict delayed the commencement of construction of the improvements to Long Bay Road; and

WHEREAS, in recognition of the prior delays in construction of the roadway improvements which are the subject of the Development Agreement, the City and the Developer now desire to amend said Development Agreement in the manner set forth below.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer hereby agree as follows:

1. **INCORPORATION.** The above recitals are hereby incorporated into this Agreement.

2. **EXECUTED COPY OF AGREEMENT.** On or before Ten (10) business days after final approval by City Council of this First Amendment, Developer shall deliver an original executed copy of this First Amendment to the City for recording as provided below.

3. **RECORDING.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this First Amendment shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which this First Amendment is executed and finally approved by the City following second reading of the ordinance approving this First Amendment by City Council.

4. **EXHIBIT "D-1".** **Exhibit "D-1"** to the Development Agreement is deleted and replaced with **Exhibit "D-1"** attached hereto.

4. **SECTION 10(E).** Section 10(E) of the Development Agreement set forth certain off-site roadway improvement requirements which are not achievable as a result of disputes with third parties, through no fault of the Developer or the City, therefore the City and the Developer agree that Section 10(E) of the Development Agreement shall be deleted in its entirety, and replaced with the following:

“(E) **Off-Site Road Improvements.** The City and Developer acknowledge that, in lieu of the payment of the Park Enhancement Fee, Beachfront Parking Enhancement Fee and Public Safety Enhancement Fee, set forth above, Developer shall instead be obligated to improve Long Bay Road, an existing public roadway a portion of which abuts the boundary of the Property, which roadway is maintained by Horry County, extending from the existing boundary of the Property to the intersection of Long Bay Road

and Water Lilly Road, thereby providing an alternative route to and from the Property other than Water Tower Road, together with additional off-site traffic improvements which may be required for the Project. The roadway will be developed based upon the roadway section for Long Bay Road attached hereto as **Exhibit “D-1”** (the “*Long Bay Typical Section*”), Developer further agreeing to install, within the Long Bay Typical Section, guardrail to armor and protect the improvements installed, or to be installed by Horry Electric Cooperative (“*HEC*”), in accordance with the requirements of HEC. The alignment for Long Bay Road, showing both the standard Two (2) lane section, each lane consisting of a 13’ paved lane, along with an additional 1’ unpaved shoulder, together with a 5’ concrete sidewalk which transitions to a 10’ multi-use path, in accordance with Horry County standards and the roadway section attached hereto as Exhibit “D-1” and the alignment attached hereto as **Exhibit “D-2”**, including design, permitting and construction at Developer’s sole expenses, and shall be complete on or before the date which is Twelve (12) months from the Effective Date of this First Amendment. In accordance with the terms of the Encroachment Permit for the improvement of Long Bay Road issued by Horry County, Horry County required as a condition to Encroachment Permit, and the City accepted such condition, that, upon commencement of construction, Long Bay Road shall be maintained exclusively by the City, Horry County having relinquished all rights and obligations with regards to Long Bay Road. In addition to the improvements to Long Bay Road, the City has required certain intersection improvements to be completed at the intersection of Long Bay Road and Bells Lake Circle, and at the intersection of Long Bay Road and the future Champions Boulevard extension, as shown on **Exhibit “D-3”** attached hereto (the “*Intersection Improvements*”). The improvement of Long Bay Road, and the Intersection Improvements, shall be deemed to have been completed in accordance with the terms of this First Amendment upon acceptance by the City of the improved Long Bay Road. The area of responsibility for Long Bay Road is shown on **Exhibit “D-4”** attached hereto (the “*Long Bay Road Improvement Area*”). Developer shall be responsible for satisfying the design and construction standards of Horry County with regards to Long Bay Road, including the Encroachment Permit issued by Horry County for Long Bay Road. The costs of platting, dedicating, conveying and recording such public roadway, shall be the sole expense of Developer.

The parties acknowledge that, in the event Long Bay Road is not completed and accepted by the City on or before the date which is Twelve (12) months following the Effective Date of this First Amendment, the City shall have the right, but not the obligation, to deliver to Developer, in writing, a notice of default as a result of Developer’s failure to complete Long Bay Road and have it accepted by the City on or before the date which is Twelve (12) months following the Effective Date of this First Amendment. Upon the City’s delivery of such notice of default, Developer shall have an additional period of One Hundred Twenty (120) days in which to complete Long Bay Road and have it accepted by the City. From the date of any default on the part of Developer with regards to completion and acceptance of Long Bay Road by the City, the City shall have, in addition to any rights under the bond or other surety instrument delivered by the Developer to the City with regards to Long Bay Road, the right to withhold the issuance of any additional building permits for Residential Units within the Project, unless or until Long Bay Road is completed and accepted by the City. Notwithstanding the above referenced default, times to cure and remedies, the City and the Developer agree that, the City shall have no obligation to issue any additional building permits for Residential Units within the Project, unless or until Long

Bay Road is completed and accepted by the City, except in accordance with the following limitations:

- (i) The City has previously released Thirty Four (34) building permits for Residential Units within the Project, each of which buildings represented by such permits were subject to purchase agreements between Developer and third party purchasers.
- (ii) From the date of the City's approval at second (final) reading of City Council and Developer's delivery of its signature page to this Agreement to the City, until Developer's commencement of construction of the improvement of Long Bay Road in accordance with this Section 10(E), building permits for Residential Units within the Project, Thirty Four (34) of which have previously been issued, but totaling not more than Seventy Five (75) building permits in the aggregate.
- (iii) From the date of Developer's commencement of construction of the improvements to Long Bay Road, which commencement shall be deemed to have occurred upon (a) Developer's mobilization of its chosen general contractor to perform the improvements to Long Bay Road; and (b) such general contractor commencing grading of Long Bay Road, and continuing to pursue such grading and additional improvements, the City shall issue, provided Developer has submitted approvable building plans, additional building permits for Residential Units within the Project, up to a total, including all previously issued building permits for Residential Units within the Project, of not more than One Hundred (100) building permits for Residential Units within the Project, in the aggregate. Notwithstanding the above referenced schedule for issuance of building permits for Residential Units within the Project, Developer and City agree that such limitations are predicated on Developer's timely commencement of construction of the improvements to Long Bay Road, and once commenced, its continual and uninterrupted maintenance of construction activities with regards to Long Bay Road, in good faith, until completion and acceptance of the same by the City.
- (iv) From the date on which Developer has completed, or caused to be completed, not less than Fifty (50.00%) percent of the improvements to be made to Long Bay Road, as certified by Development Resource Group, LLC ("**DRG**"), the project engineer chosen by Developer, the City shall issue, provided Developer has submitted approvable building plans, additional building permits for Residential Units within the Project, up to a total, including all previously issued building permits for Residential Units within the Project, of not more than One Hundred Fifty (150) building permits for Residential Units within the Project, in the aggregate.
- (v) Following completion of the improvements to Long Bay Road by the Developer, in accordance with the terms of the Development Agreement, as amended by this First Amendment, as certified by DRG, and acceptance of

Long Bay Road by the City, there shall be no further limitations on the number of building permits for Residential Units within the Project, not to exceed the Five Hundred Twenty (520) total Residential Units approved under the Development Agreement.

- (vi) Notwithstanding the above referenced schedule for issuance of building permits for Residential Units within the Project, Developer and City agree that such limitations are predicated on Developer's timely commencement of construction of the improvements to Long Bay Road, and once commenced, its continual and uninterrupted maintenance of construction activities with regards to Long Bay Road, in good faith, until completion and acceptance of the same by the City.
- (vii) In addition to the above referenced obligations, as additional security to the City for Developer's completion of such obligations, Developer shall deliver to the City, on or before the execution of this Agreement by the City, a financial guarantee of Developer's obligations to complete the Long Bay Road Improvements, in the form of the performance bond attached hereto as **Exhibit "D-5"** (the "***Roadway Improvement Bond***"), which represents the engineer's estimate cost of such improvements, multiplied by 1.5, which estimated cost are shown on **Exhibit "D-6"** attached hereto (the "***Roadway Improvement Cost Estimate***")."

5. **SECTION 10(J)**. Section 10(J) of the Development Agreement is amended by adding the following sentence to the end of the paragraph:

"In addition to including the terms and conditions of such short term rental prohibition in the CCRs (as defined below), the Developer covenants and agrees to include the terms and conditions of such short term rental prohibition in any sales and marketing materials or other disclosures provided to third-party purchasers, or to otherwise notify third-party purchasers of the terms and conditions of such short term rental prohibition, and the Developer shall certify to the City that it has done so in writing and send copies of any such sales and marketing materials or other disclosures to the City prior to the sale of any Residential Unit to a third-party purchaser. The City may, but is not obligated to, track, verify, or enforce the Developer's compliance or non-compliance with this certification, including but not limited to involvement in any litigation directly or indirectly related thereto."

6. **SECTION 13**. Section 13 of the Development Agreement shall be deleted in its entirety, and replaced with the following:

"Notwithstanding the provisions of Section 6 above, once improvement of Long Bay Road is commenced by Developer, Developer shall thereafter continuously, uninterrupted and diligently proceed with Development Work on the Property. Developer's failure to continuously, uninterrupted and diligently proceed with Development Work on the Property for a period of more than six (6) months, other than as a result of Force Majeure, as defined in Section 6 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of thirty (30) days in which to cure a default by

commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with any of the terms and conditions of this Agreement shall also constitute a default, entitling the City to pursue such remedies as deemed appropriate, including but not limited to withholding the issuance of building or other permits in accordance with the provisions of this Agreement, issuing a stop-work order for the Project, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act. Upon the occurrence of a default hereunder by the Developer, should the City be required to employ attorneys or incur other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation, term or condition of this Agreement, the City shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the fees of such attorneys and such other reasonable expenses so incurred.”

7. **SECTION 18.** Section 18 of the Development Agreement shall be deleted in its entirety, and replaced with the following:

“The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (the “**Restrictive Covenants**”) shall survive, continue in full force and effect without regard to the termination or expiration of this Agreement, and run with the Property as continuing obligations, public benefits and restrictions. The Developer covenants and agrees to include the applicability of the Restrictive Covenants in any sales and marketing materials provided to third-party purchasers, or to otherwise notify third-party purchasers of the Restrictive Covenants, and the Developer shall certify to the City that it has done so prior to the sale of any Residential Unit to a third-party purchaser. Developer further covenants and agrees that, to the extent the Property is encumbered by covenants, conditions and restrictions (the “**CCRs**”) as part of the development thereof, whether such CCRs are administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants. Prior to the execution of the CCRs, copies of the CCRs shall be sent to the City; provided, however, if there is a need to enforce any of the Restrictive Covenants set forth in the CCRs, it is up to the administrator of the CCRs, whether an Owners Association or not, to enforce such Restrictive Covenants. The City may, but is not required to, enforce the Restrictive Covenants set forth in the CCRs.

NOTICE TO SUBSEQUENT PURCHASERS OF THE PROPERTY: THE PROPERTY SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS AND THE CCRS, AND THE PROVISIONS OF THIS DEVELOPMENT AGREEMENT ARE BINDING ON SUBSEQUENT OWNERS OF THE PROPERTY.”

8. **SECTION 20.** The following is added as a new Section 20:

“Developer and the City agree to execute and record a separate Restrictive Covenants Agreement (the “**Restrictive Covenants Agreement**”) applicable to the Property and attached hereto as **Exhibit “G”**. The Restrictive Covenants Agreement shall be recorded simultaneously with the First Amendment and shall run with the land and be binding upon

the parties and their respective successors and assigns.”

9. **NO FURTHER AMENDMENT.** Except as specifically amended by this First Amendment, all of the terms and conditions of the Development Agreement shall remain in full force, unless and until amended in a writing signed by the City and the Developer.

10. **FORCE AND EFFECT.** If Developer has not properly executed this First Amendment and delivered the same to the City for execution within Sixty (60) days following final approval of this First Amendment by the City, then this First Amendment shall be null and void and of no further force or effect.

[Individual Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the day and year first above written.

DEVELOPER:

WITNESSES:

BEAZER HOMES, LLC, a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of BEAZER HOMES, LLC, a Delaware limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

My Commission Expires: _____

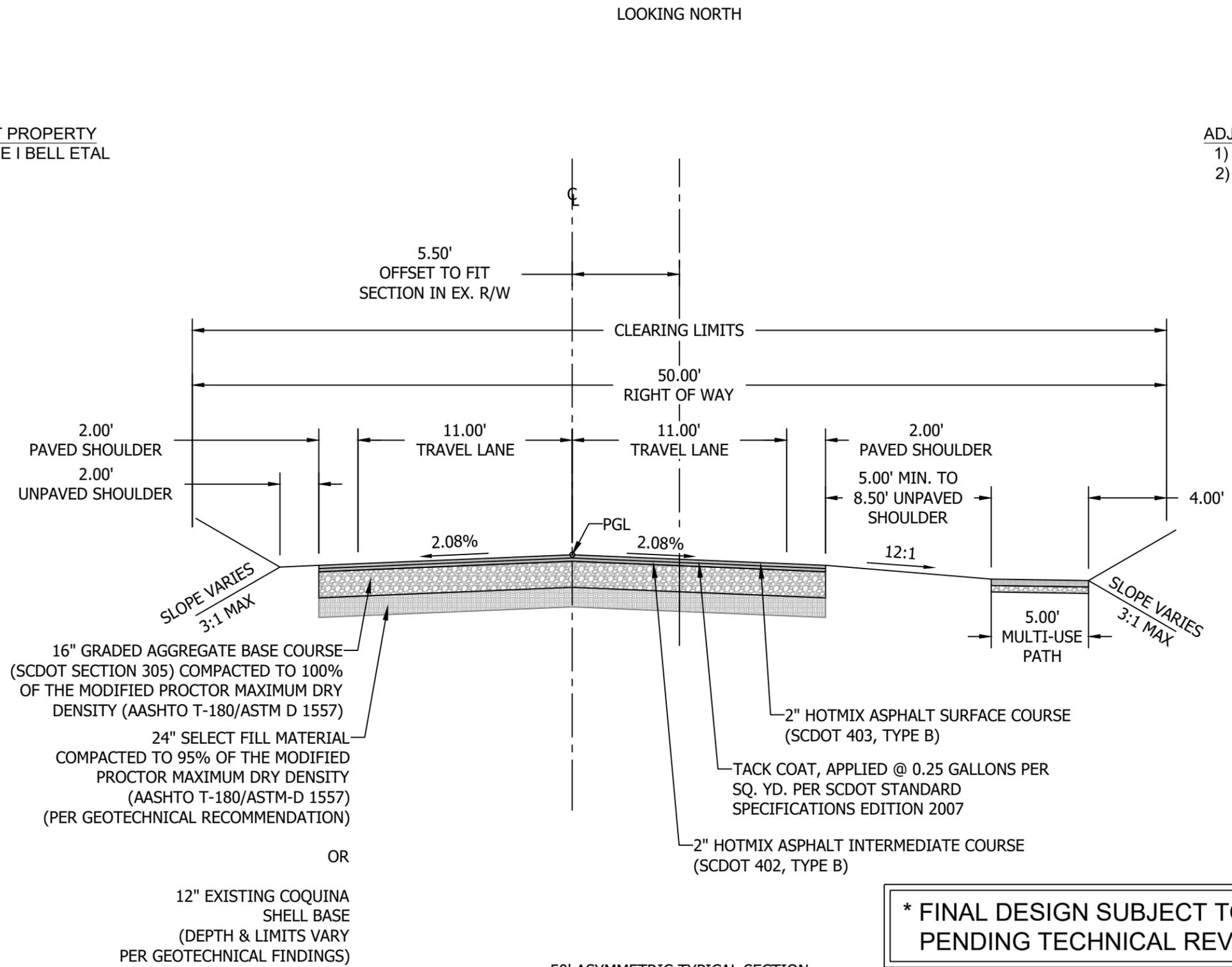
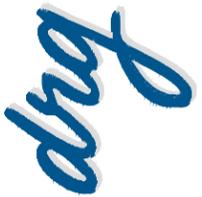
EXHIBIT “D-1”

Long Bay Typical Section

ADJACENT PROPERTY
1) DIANE I BELL ETAL

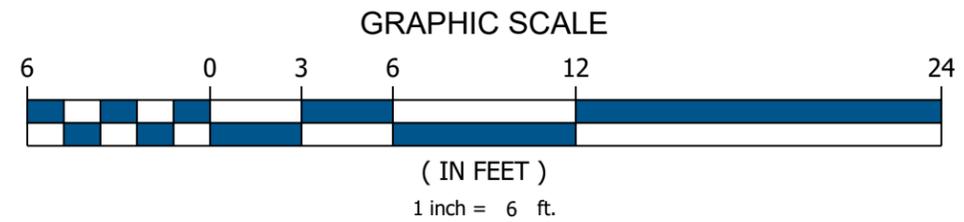
ADJACENT PROPERTY
1) OCEAN GROVE RESORT LLC
2) AZALEA BAY RESORT LLC

DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



50' ASYMMETRIC TYPICAL SECTION

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ASYMMETRIC TYPICAL SECTION EXHIBIT (50' RIGHT-OF-WAY)

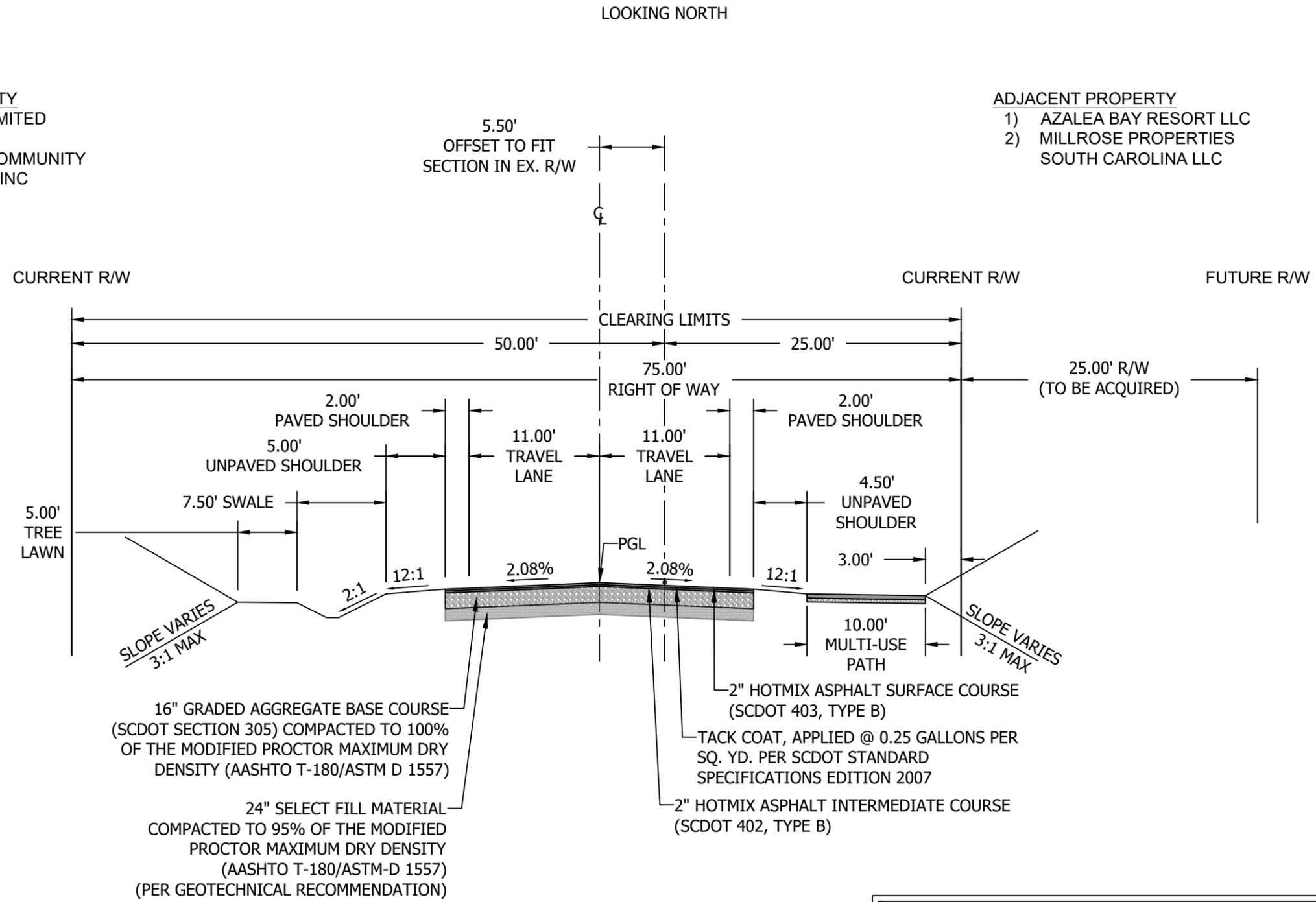
LONG BAY ROAD IMPROVEMENTS

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DESIGNED BY:	MES
CHECKED BY:	MES
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-1

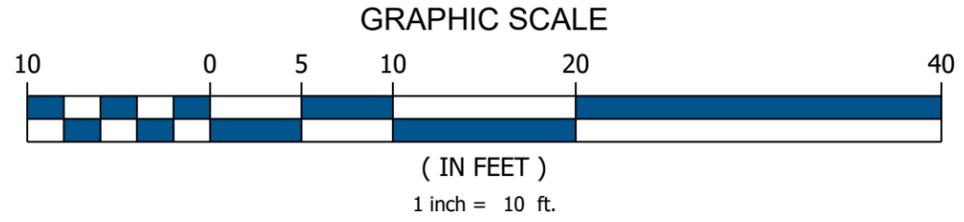
- ADJACENT PROPERTY
- 1) CF MASTER LIMITED PARTNERSHIP
 - 2) BELLS LAKE COMMUNITY ASSOCIATION INC

- ADJACENT PROPERTY
- 1) AZALEA BAY RESORT LLC
 - 2) MILLROSE PROPERTIES SOUTH CAROLINA LLC



ASYMMETRIC/OFFSET
TYPICAL SECTION
75' EXISTING R/W
100' FUTURE R/W

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



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REVISED TYPICAL SECTION EXHIBIT
(75' RIGHT-OF-WAY)

LONG BAY ROAD IMPROVEMENTS

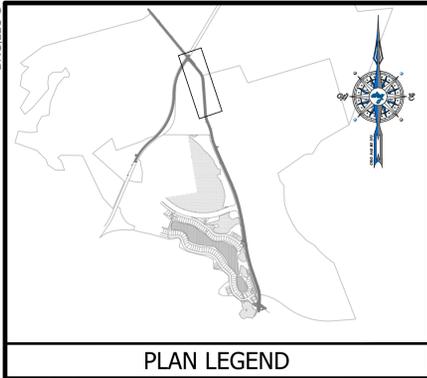
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CHECKED BY:	MES
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-1

EXHIBIT “D-2”

Long Bay Road Alignment

2026-01-02
DRGPLLC



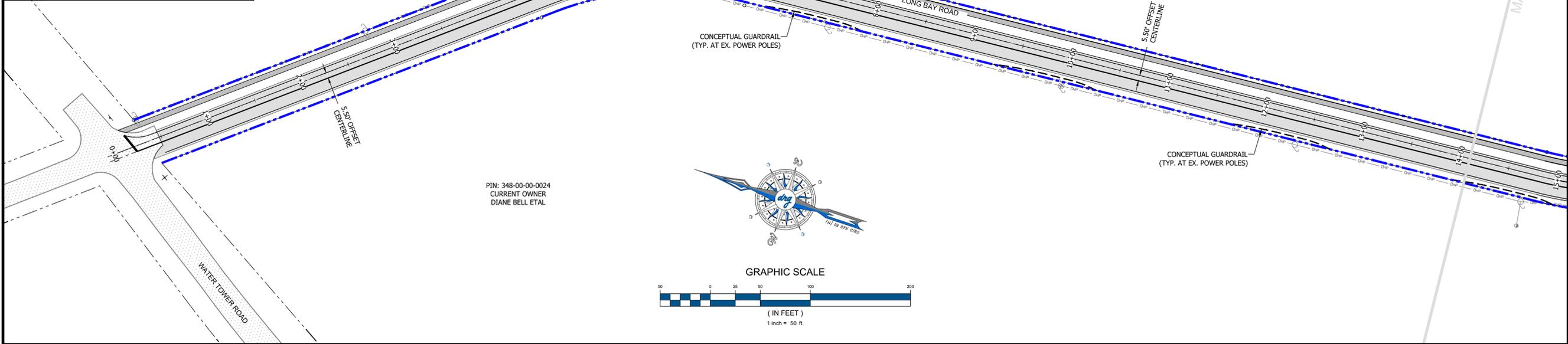
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CURRENT OWNER
OCEAN GROVE RESORT LLC

PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

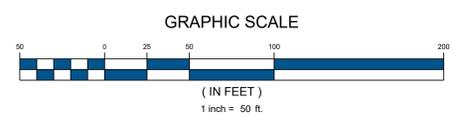
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DEVELOPMENT RESOURCE GROUP, LLC
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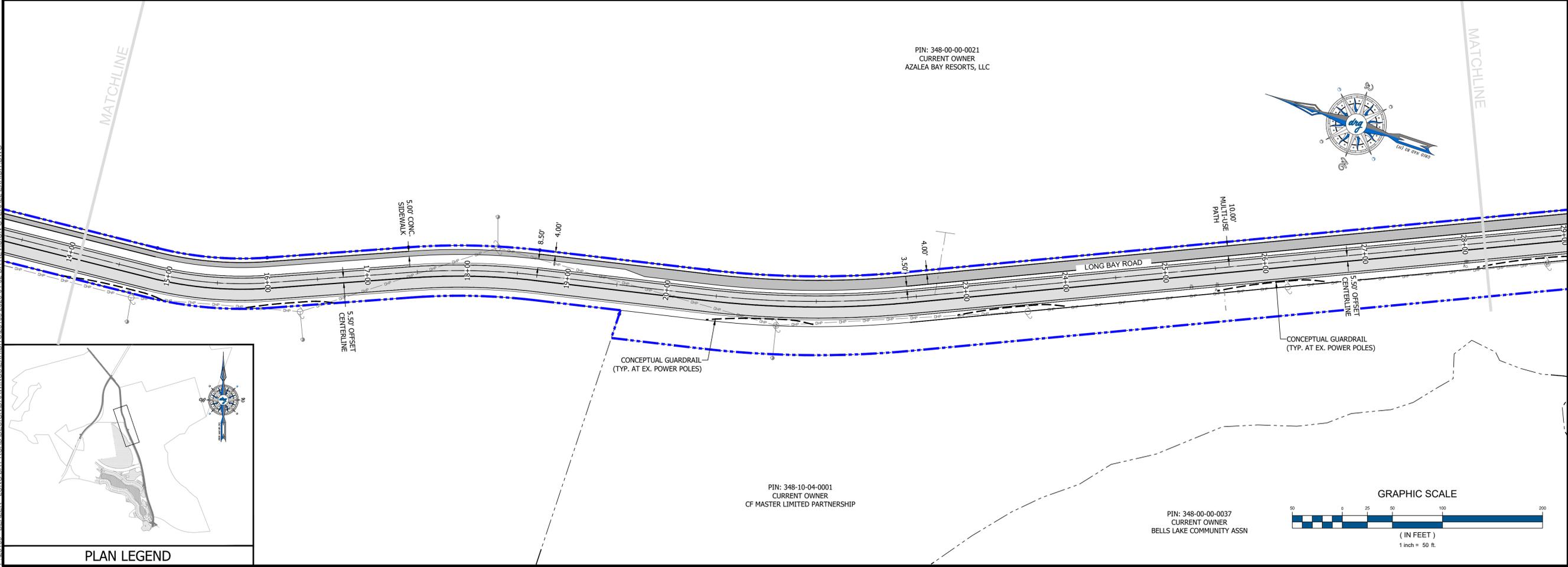


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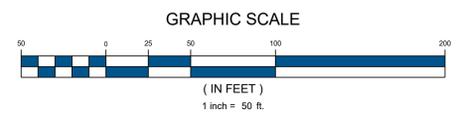


OVERALL ALIGNMENT EXHIBIT

LONG BAY ROAD

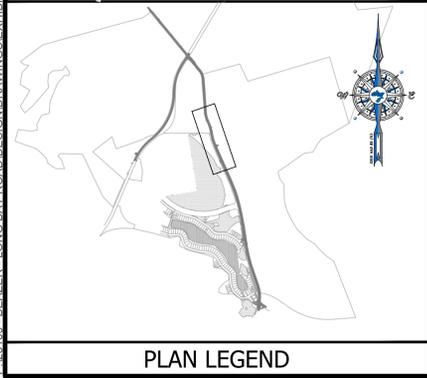


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AZALEA BAY RESORTS, LLC



PIN: 348-10-04-0001
CURRENT OWNER
CF MASTER LIMITED PARTNERSHIP

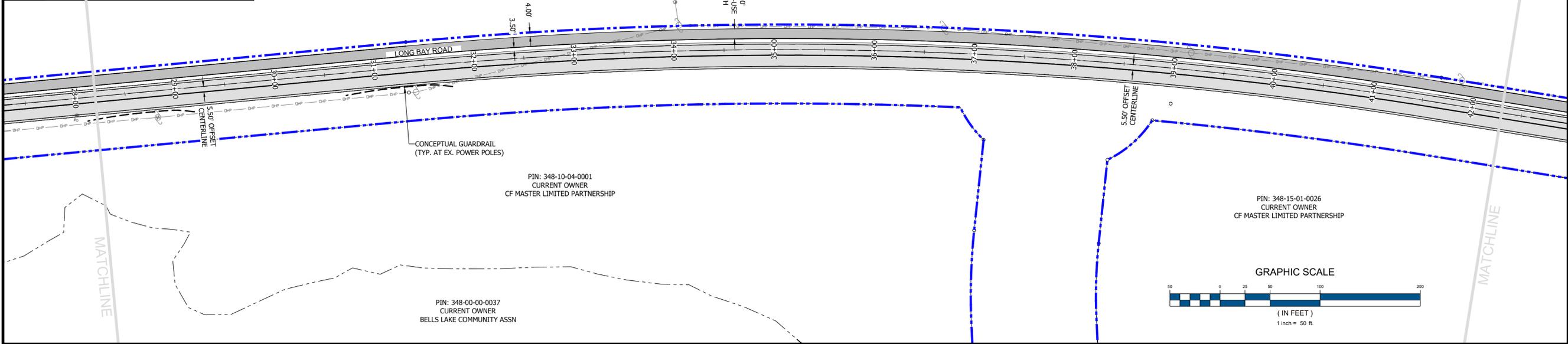
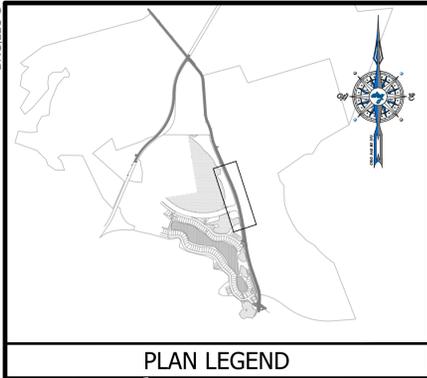
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CURRENT OWNER
BELLS LAKE COMMUNITY ASSN



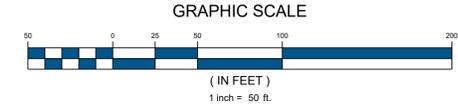
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DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2

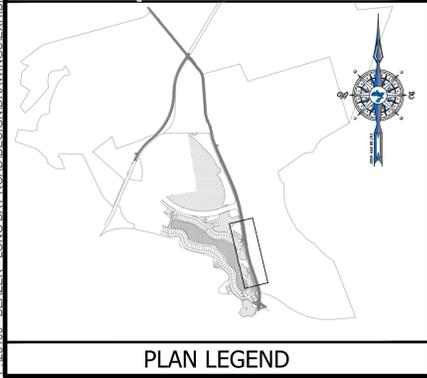
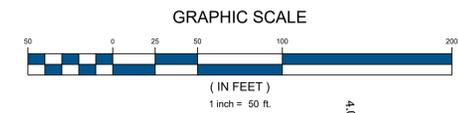
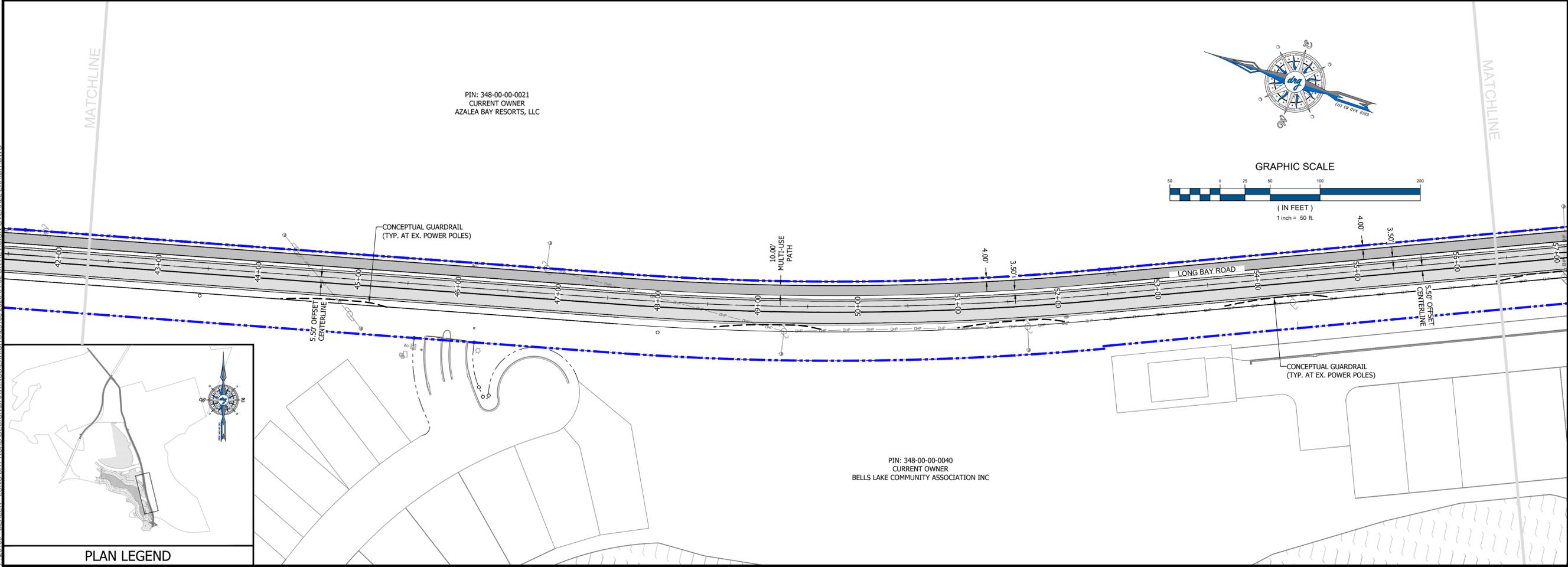
2026-01-02
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* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



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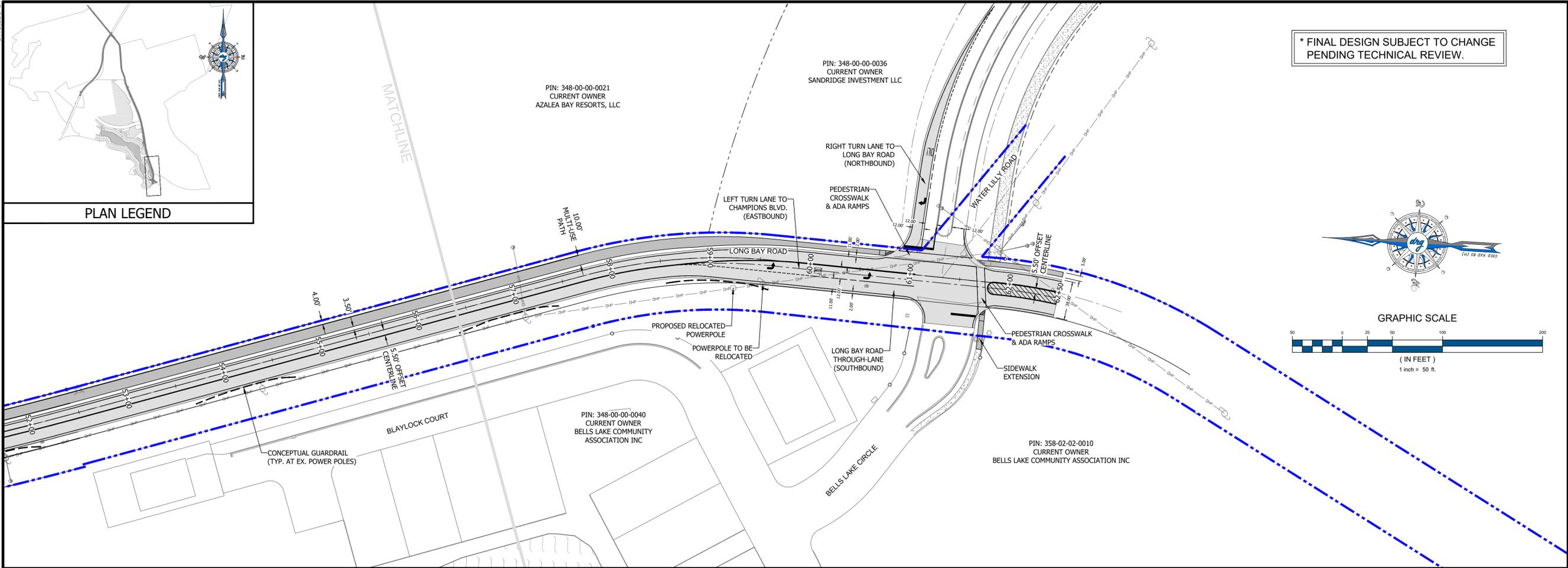
DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

OVERALL ALIGNMENT EXHIBIT

LONG BAY ROAD

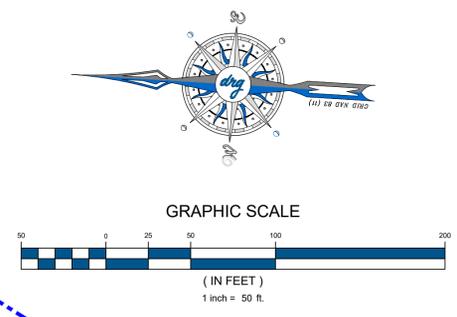
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D-2



PLAN LEGEND

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OVERALL ALIGNMENT EXHIBIT

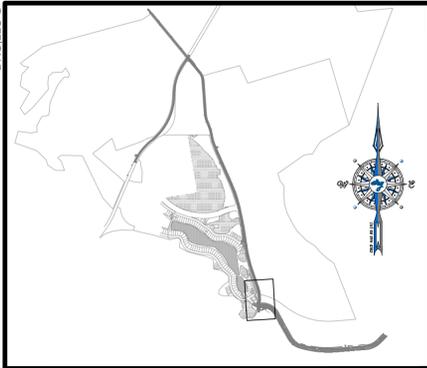
LONG BAY ROAD

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DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2

EXHIBIT “D-3”

Intersection Improvements



PLAN LEGEND

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



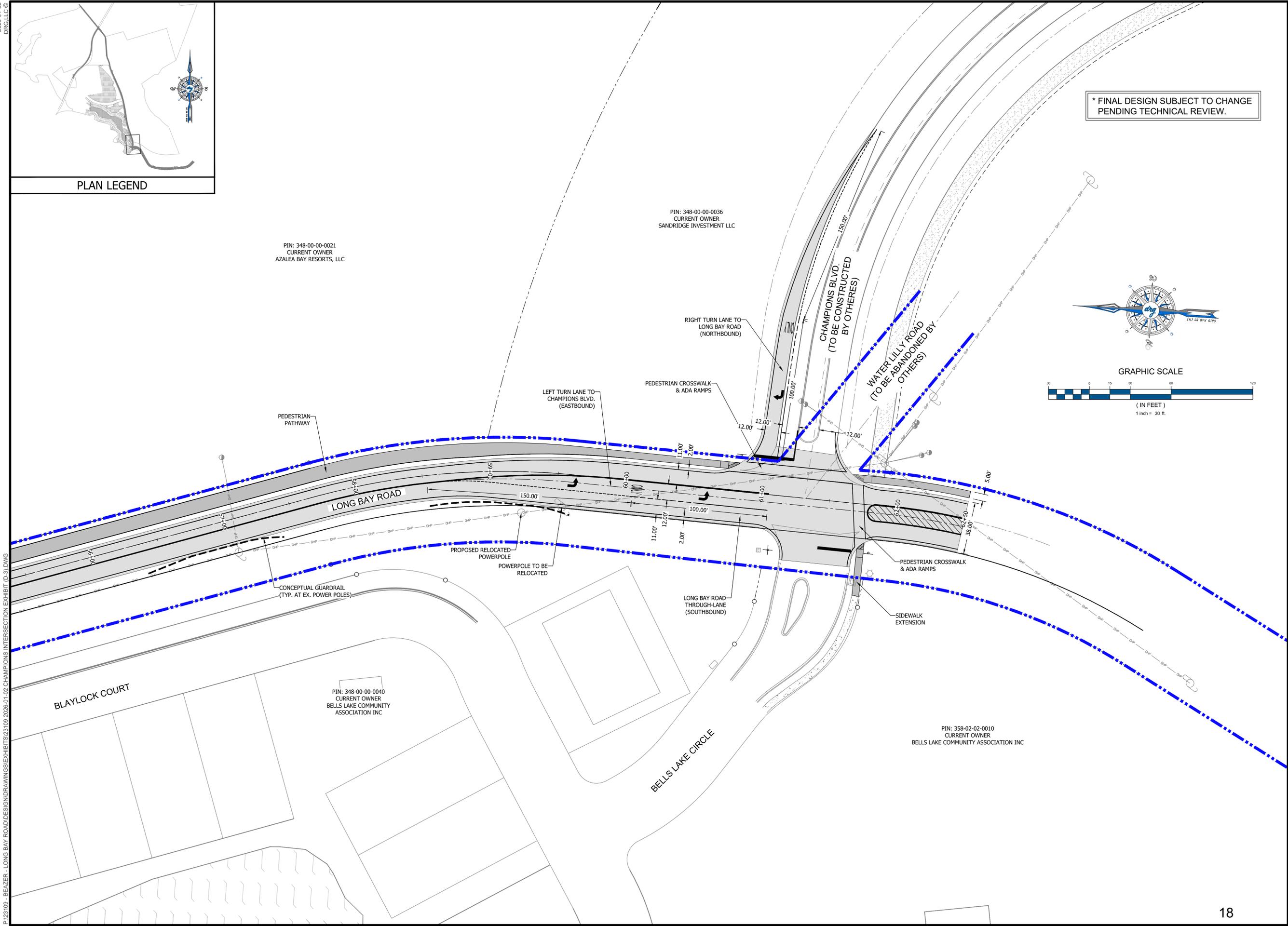
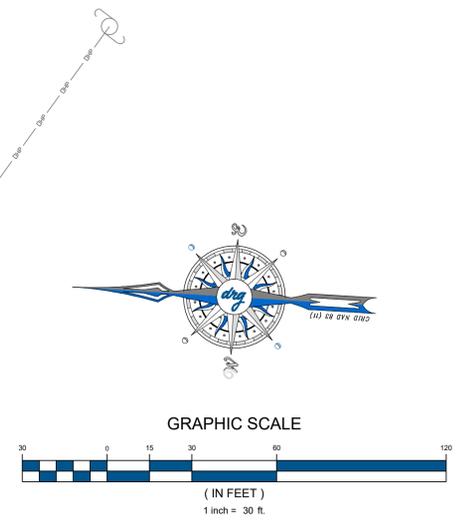
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PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

PIN: 348-00-00-0036
CURRENT OWNER
SANDRIDGE INVESTMENT LLC

PIN: 348-00-00-0040
CURRENT OWNER
BELLS LAKE COMMUNITY
ASSOCIATION INC

PIN: 358-02-02-0010
CURRENT OWNER
BELLS LAKE COMMUNITY ASSOCIATION INC



CHAMPIONS BLVD. INTERSECTION IMPROVEMENTS
LONG BAY ROAD

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DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-3

EXHIBIT “D-4”

Long Bay Improvement Area

2026-01-02
DRGPLLC



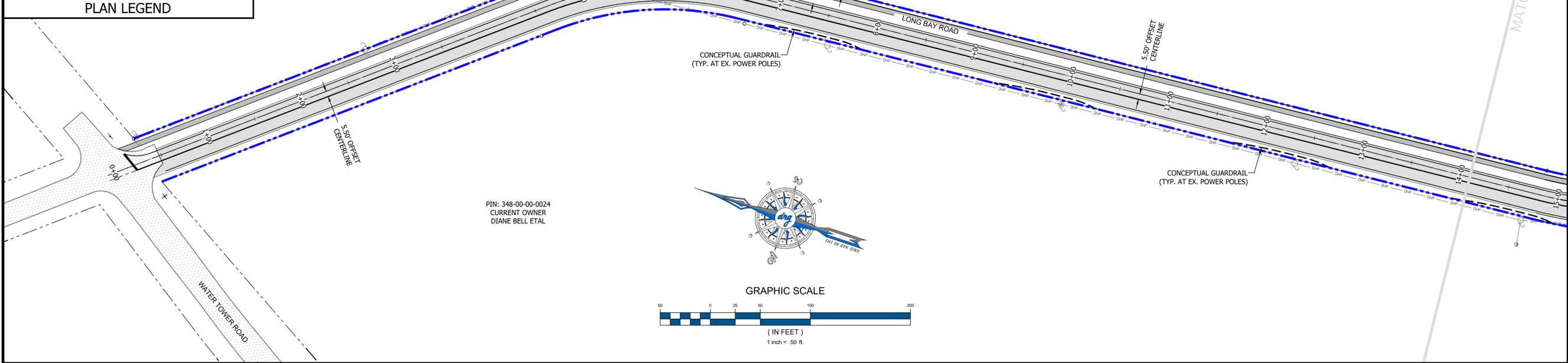
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OCEAN GROVE RESORT LLC

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AZALEA BAY RESORTS, LLC

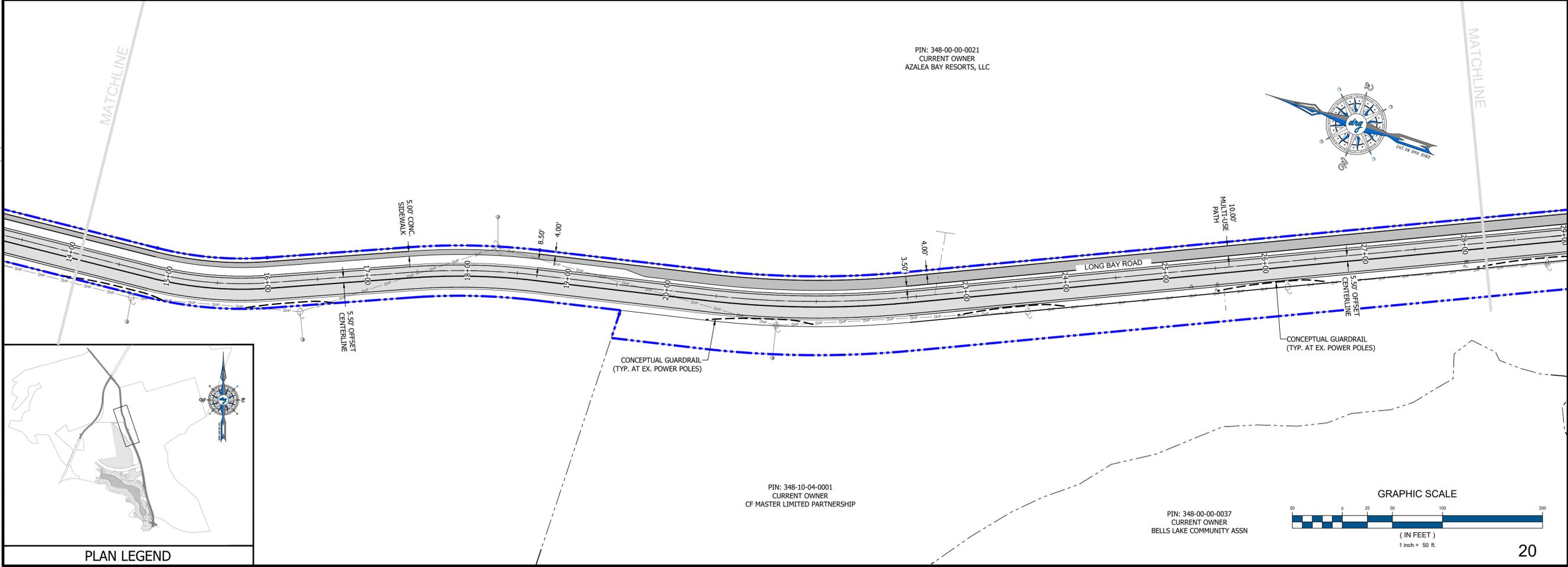
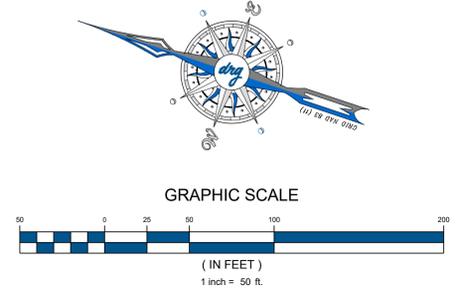
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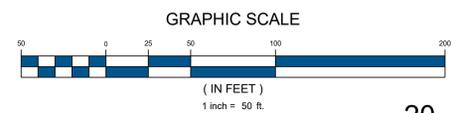
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CF MASTER LIMITED PARTNERSHIP

PIN: 348-00-00-0037
CURRENT OWNER
BELLS LAKE COMMUNITY ASSN



LONG BAY ROAD IMPROVEMENT AREA

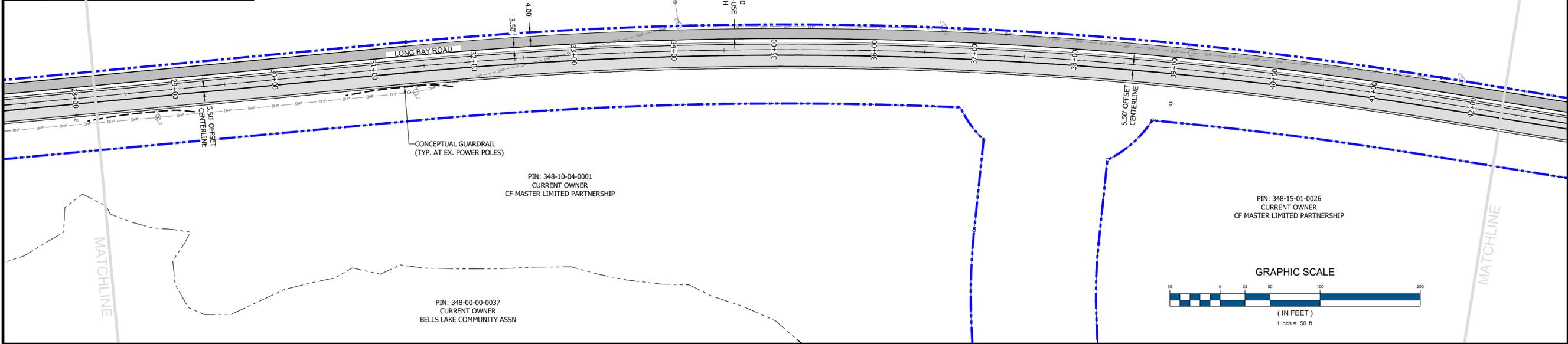
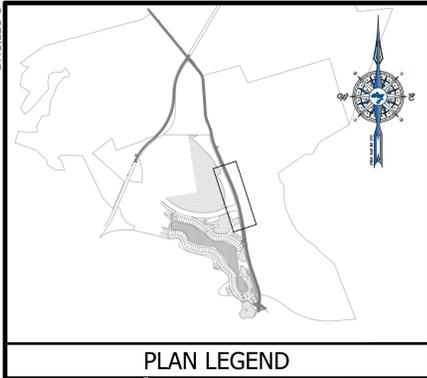
LONG BAY ROAD

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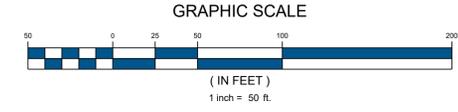
D-4

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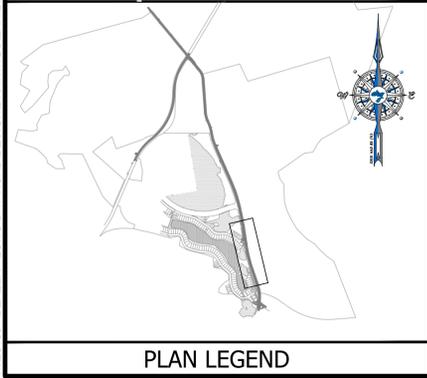
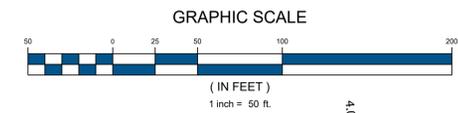
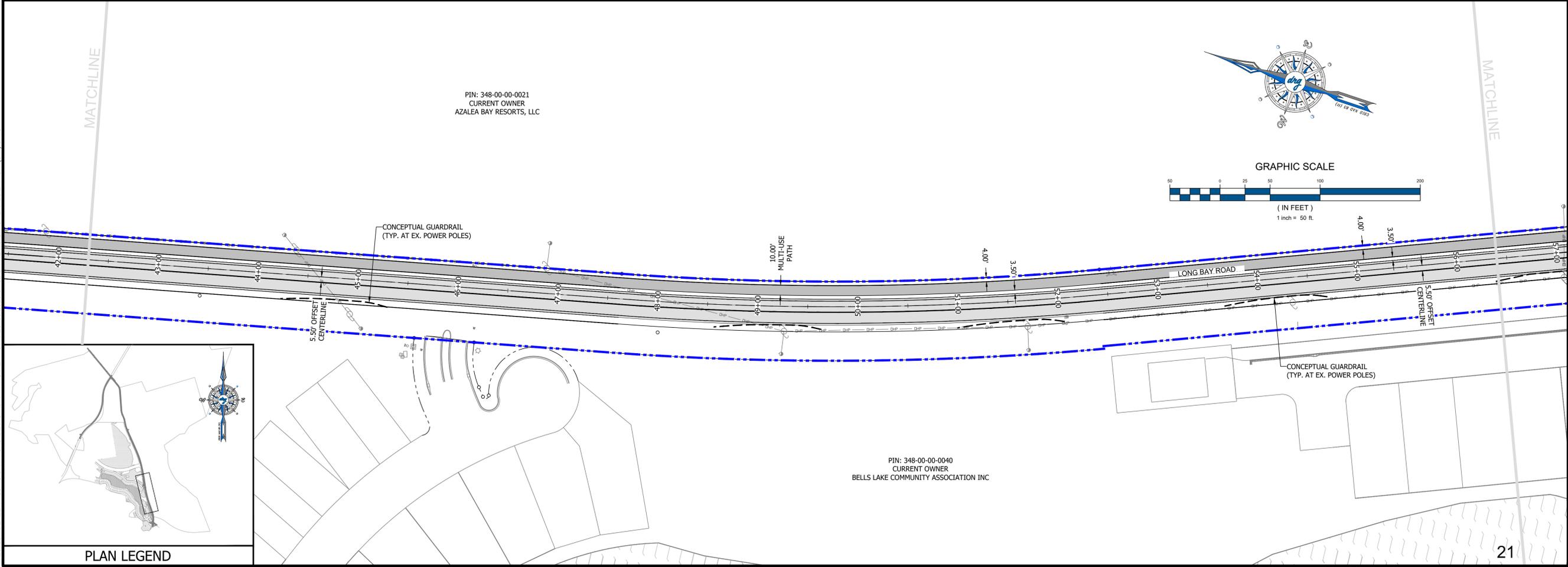
2026-01-02
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PENDING TECHNICAL REVIEW.



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MYRTLE BEACH, SC 29577
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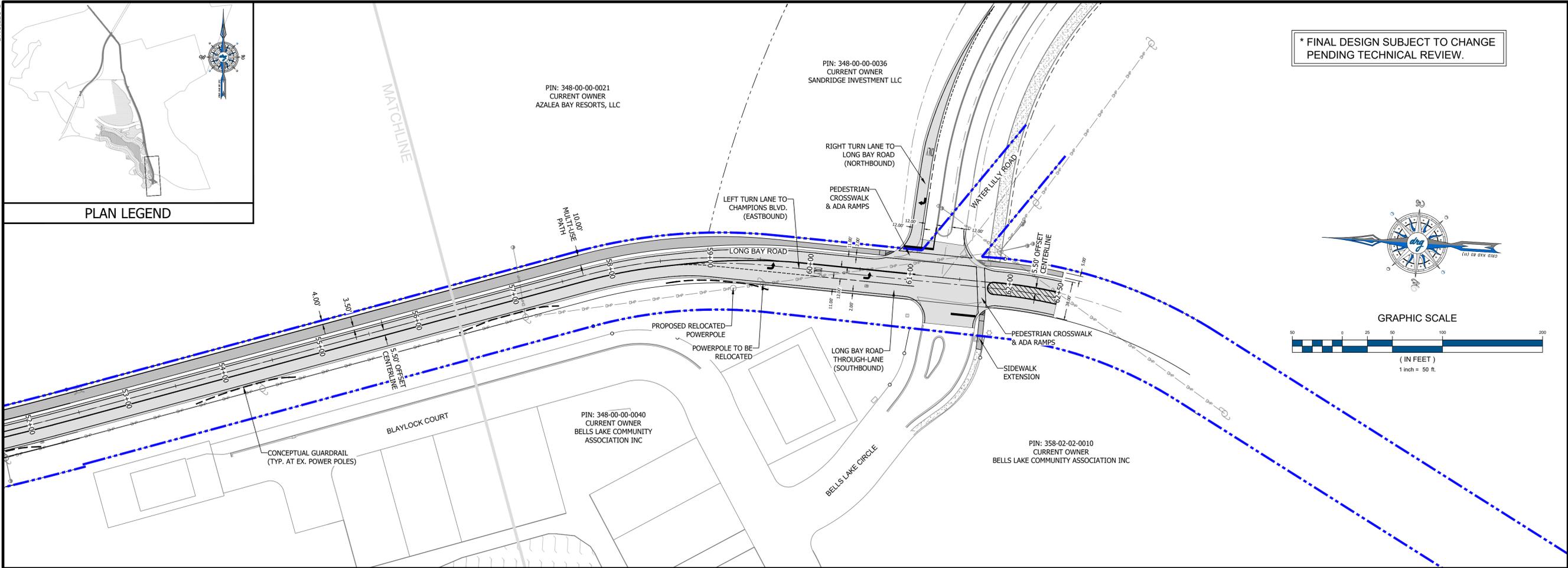
LONG BAY ROAD IMPROVEMENT AREA

LONG BAY ROAD

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

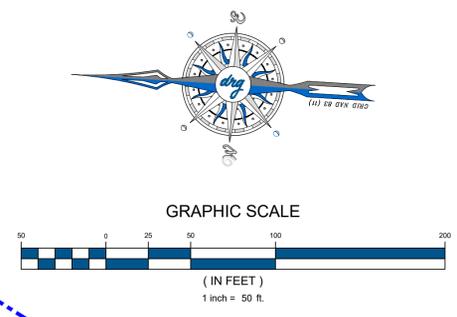
D-4

2026-01-02
DRG, LLC ©



PLAN LEGEND

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

LONG BAY ROAD IMPROVEMENT AREA

LONG BAY ROAD

P:23109 - BEAZER - LONG BAY ROAD DESIGN DRAWINGS EXHIBITS 23109 2026-01-02 DA REVISION OVERALL EXHIBIT (D-4).DWG

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-4

EXHIBIT “D-5”

Performance Bond Form

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that BEAZER HOMES, LLC, a Delaware limited liability company, having an address at 100 Sutter Drive, Suite 200, Myrtle Beach, South Carolina 29575, as Principal, and UNITED STATES FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Delaware, and authorized to transact business in the State of South Carolina, as Surety, are held and firmly bound unto the CITY OF NORTH MYRTLE BEACH, a South Carolina municipal corporation, having an address at 1018 2nd Avenue South, North Myrtle Beach, South Carolina 29582, as Obligee, in the sum of THREE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED NINE AND 13/100 (\$3,717,809.13) DOLLARS, for the payment of which sum, well and truly made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents, subject to the conditions set forth below.

WHEREAS, the Principal, pursuant to that certain Development Agreement by and between Principal and Obligee, dated September 5, 2023, and recorded September 27, 2023 in Deed Book 4728 at Page 1305, as amended by First Amendment to Development Agreement, dated February ____, 2026, and recorded February ____, 2026 in Deed Book ____ at Page ____, in the Office of the Register of Deeds for Horry County, South Carolina (collectively the "Development Agreement") has agreed to construct, or has constructed certain improvements to Long Bay Road as more fully set forth in the Development Agreement (collectively the "Improvements"), a roadway previously maintained by Horry County, to be maintained by Obligee upon Principal's completion of such improvements, in accordance with the terms of the Development Agreement.

WHEREAS, pursuant to the terms of the Development Agreement, the Improvements are to be completed by Principal on or before the first anniversary of the final approval of the First Amendment by Obligee, on the ____ day of _____, 2027, and if not complete by such date, Principal has an additional One Hundred Twenty (120) day cure period following written notice of default from the Obligee to Principal. Therefore, in the event the Improvements are not complete on or before the ____ day of _____, 2027, plus an additional period of One Hundred Twenty (120) days following written notice of default from Obligee to Principal, the Obligee may present this Performance Bond to Surety for payment of the above specified sum.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly complete the Improvements in accordance with the terms of the Development Agreement on or before the ____ day of _____, 2028, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

Signed, sealed and dated this ____ day of _____, 2026.

PRINCIPAL:

BEAZER HOMES, LLC

By: _____

Title: _____

SURETY:

UNITED STATES FIRE INSURANCE COMPANY

By: _____

James I. Moore, Attorney-in-Fact

EXHIBIT “D-6”

Engineer’s Estimate of Cost

EXHIBIT D-6

December 11, 2025

Mr. Dana Hamilton P.E.,
 Director of Public Works/City Engineer
 1018 2nd Avenue S.
 N. Myrtle Beach, South Carolina 29582

Re: Long Bay Road, DRGPN 23.109

Dear Mr. Hamilton,

Please accept this letter, on behalf of Beazer Homes, as our request for a Development Agreement Amendment for Long Bay Road. Below is a schedule of contract values, which is the basis for our opinion of the construction value to complete.

Item Description	Item Amount	% Complete	Remaining
Long Bay Road			
Clearing	\$50,000.00	0%	\$50,000.00
Earthwork	\$65,360.00	0%	\$65,360.00
Erosion Control	\$102,760.42	0%	\$102,760.42
Grading	\$197,270.00	0%	\$197,270.00
Roadway	\$1,221,590.00	0%	\$1,221,590.00
Storm Drainage	\$236,409.00	0%	\$236,409.00
Signage and Striping	\$50,000.00	0%	\$50,000.00
Concrete Sidewalk (Pedestrian Path)	\$305,150.00	0%	\$305,150.00
Mobilization	\$15,000.00	0%	\$15,000.00
General Conditions and License	\$235,000.00	0%	\$235,000.00
Project Sub-Total	\$2,478,539.42		\$2,478,539.42
Long Bay Road		150%	\$3,717,809.13

We propose a bond amount of 150% of the total value for the Long Bay Road project of **\$3,717,809.13**. Please call if you have any questions or need any additional information.

Sincerely,
 Development Resource Group, LLC.


 Mark E. Stoughton, P.E.

(843) 839-3350

office@drgpllc.com
 www.drgpllc.com

4703 Oleander Drive
 Myrtle Beach, SC 29577



12/11/2025

EXHIBIT D-6
Long Bay Road OPC by DRG



Development
Resource
Group, LLC
4703 Oleander
Drive
Myrtle Beach,

DIVISION 100 - GENERAL & MISCELLANEOUS		Based on Market Values			
		Quantity	Unit	Unit Cost	Total cost
1	Mobilization	1	Lump Sum	15,000.00	\$ 15,000.00
2	Layout, Staking & Asbuilt Data Collection	1	Lump Sum	50,000.00	\$ 50,000.00
3	Traffic Control	1	Lump Sum	150,000.00	\$ 150,000.00
4	Clean/Sweep - Roadways	1	Lump Sum	15,000.00	\$ 15,000.00
5	Business Licensing	1	Lump Sum	20,000.00	\$ 20,000.00
					\$ -
END	DIVISION 100 - GENERAL & MISCELLANEOUS	Subtotal			\$ 250,000.00
DIVISION 200 - CLEARING & DEMOLITION		Quantity	Unit	Unit Cost	Total cost
1	Clearing & Grubbing	1	Lump Sum	50,000.00	\$ 50,000.00
					\$ -
END	DIVISION 200 - CLEARING & DEMOLITION	Subtotal			\$ 50,000.00
DIVISION 300 - DRAINAGE		Quantity	Unit	Unit Cost	Total cost
1	#57 Stone to Bed Storm Pipe	200	Ton	80.00	\$ 16,000.00
2	Catch Basin	10	EA	4,500.00	\$ 45,000.00
3	Junction Box	3	EA	5,550.00	\$ 16,650.00
4	15" RCP Class 3 T&G	37	LF	74.00	\$ 2,738.00
5	24" RCP Class 3 T&G	487	LF	78.00	\$ 37,986.00
6	30" RCP Class 3 T&G	205	LF	105.00	\$ 21,525.00
7	36" RCP Class 3 T&G	34	LF	150.00	\$ 5,100.00
8	30" CPPP	549	LF	140.00	\$ 76,860.00
9	Tie Into Existing	1	LS	2,000.00	\$ 2,000.00
10	15" FES	1	EA	950.00	\$ 950.00
11	24" FES	8	EA	1,000.00	\$ 8,000.00
12	30" FES	3	EA	1,200.00	\$ 3,600.00
					\$ -
END	DIVISION 300 - DRAINAGE	Subtotal			\$ 236,409.00
DIVISION 400 - EROSION CONTROL		Quantity	Unit	Unit Cost	Total cost
1	Silt Fence - Standard	13000	LF	5.00	\$ 65,000.00
2	Inlet Protection	10	EA	325.00	\$ 3,250.00
3	Seeding/Grassing	293006	SF	0.07	\$ 20,510.42
4	Outlet Protection	14	EA	1,000.00	\$ 14,000.00
					\$ -
END	DIVISION 400 - EROSION CONTROL	Subtotal			\$ 102,760.42
DIVISION 500 - EARTHWORK		Quantity	Unit	Unit Cost	Total cost
1	On-Site Cut to Fill "Suitable"	6420	CY	8.00	\$ 51,360.00
2	Haul Excess Material Off-Site	1000	CY	14.00	\$ 14,000.00
					\$ -
END	DIVISION 500 - EARTHWORK	Subtotal			\$ 65,360.00
DIVISION 600 - GRADING		Quantity	Unit	Unit Cost	Total cost
1	Fine Grade Shoulders/Disturbed Areas	13866	SY	5.00	\$ 69,330.00
2	Subgrade for Roadway	8005	SY	4.00	\$ 32,020.00
3	Fine Grade for Roadways	18500	SY	5.00	\$ 92,500.00
4	Subgrade All Weather Access	380	SY	4.00	\$ 1,520.00

5	Fine Grade All Weather Access	380	SY	5.00	\$ 1,900.00
					\$ -
END	DIVISION 600 - GRADING	Subtotal			\$ 197,270.00
DIVISION 700 - ASPHALT PAVING & CONCRETE					
#	Item	Quantity	Unit	Unit Cost	Total cost
1	Install 2" Surface Asphalt	18500	SY	20.00	\$ 370,000.00
2	Install 2" Binder Asphalt	18500	SY	19.00	\$ 351,500.00
3	Place & Compact 6" GABC All Weather Access	380	SY	18.00	\$ 6,840.00
4	On-Site Signs & Striping	1	Lump Sum	50,000.00	\$ 50,000.00
5	8" GABC	10750	SY	20.00	\$ 215,000.00
6	16" GABC	7950	SY	35.00	\$ 278,250.00
7	4" Concrete Sidewalk (Pedestrian Path)	50858	SF	6.00	\$ 305,150.00
					\$ -
END	DIVISION 700 - ASPHALT PAVING & CONCRETE	Subtotal			\$ 1,576,740.00
DIVISION 801 - SANITARY SEWER					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 801 - SANITARY SEWER	Subtotal			\$ -
DIVISION 802 - WATER DISTRIBUTION					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 802 - WATER DISTRIBUTION	Subtotal			\$ -
DIVISION 803 - UTILITY MISC. - Force Main & Pump Station					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 803 - UTILITY MISC. - Force Main & Pump Station	Subtotal			\$ -
		Subtotal			\$ 2,478,539.42
		50% Contingency			\$ 1,239,269.71
		TOTAL ESTIMATE			\$ 3,717,809.13

Opinions of Cost: Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. The Client will pay for consultants' services required to bring costs within any limitation established by the Client as Additional Services.

a conservation easement or other restrictive covenant, whereby any portion of the Property not shown as single-family homes or amenities on the approved Concept Plan is restricted for future development of such portion of the Property. Notwithstanding the above restriction, the parties agree that, for purposes of this Agreement, any conveyance by Developer of a portion of the Property which has been shown or depicted as common area, buffer, ponds, lakes, open spaces or the like to any Owners Association shall not be deemed such an easement or restriction, and shall not constitute a default by Developer, provided that such portion of the Property so conveyed, prior to the date of such conveyance to any Owners Association, has been clearly designated on a map or site plan submitted to the City, and approved by the City, as not being a portion of the Property to be developed for any residential or commercial use as a part of the development anticipated by the Development Agreement.

- (B) **Minimum Rental Term.** Developer, or the then current owner of the Project, agree that the minimum term of any rental agreement for Residential Units constructed upon the Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No Sub-lease or assignment shall be permitted which would result in a party occupying a Residential Unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals. In addition to including the terms and conditions of such short term rental prohibition in the CCRs (as defined below), the Developer covenants and agrees to include the terms and conditions of such short term rental prohibition in any sales and marketing materials or other disclosures provided to third-party purchasers, or to otherwise notify third-party purchasers of the terms and conditions of such short term rental prohibition, and the Developer shall certify to the City that it has done so in writing prior to the sale of any Residential Unit to a third-party purchaser.
- (C) **Restrictive Covenants.** The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (the “***Restrictive Covenants***”) shall survive, continue in full force and effect without regard to the termination or expiration of the Development Agreement, unless the parties thereto agree to terminate this Agreement, and run with the Property as continuing obligations, public benefits and restrictions. The Developer covenants and agrees to include the applicability of the Restrictive Covenants in any sales and marketing materials provided to third-party purchasers, or to otherwise notify third-party purchasers of the Restrictive Covenants, and the Developer shall certify to the City that it has done so prior to the sale of any Residential Unit to a third-party purchaser. Developer further covenants and agrees that, to the extent the Property is later encumbered by covenants, conditions and restrictions (the “***CCRs***”) as part of the development thereof, whether such CCRs are administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants. Prior to the execution of the CCRs, copies of the CCRs shall be sent to the City; provided, however, if there is a need to enforce any of the Restrictive Covenants set forth in the CCRs, it is up to the administrator of the CCRs, whether an Owners Association or

not, to enforce such Restrictive Covenants. The City may, but is not required to, enforce the Restrictive Covenants set forth in the CCRs.

NOTICE TO SUBSEQUENT PURCHASERS OF THE PROPERTY: THE PROPERTY SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS AND THE CCRS, AND THE PROVISIONS OF THIS AGREEMENT ARE BINDING ON SUBSEQUENT OWNERS OF THE PROPERTY.

3. **INDEMNIFICATION**. In the event that any future resident or occupant of the Property initiates legal action related to the restrictive covenants set forth herein, the Developer shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or related to any legal action initiated by a future resident or occupant of the Property related to the restrictive covenants set forth herein.
4. **LEGAL EFFECT**. Each covenant contained in this Agreement: (a) constitutes a covenant running with the land; (b) binds every party hereto and every subsequent owner now having or hereafter acquiring an interest in the Property; and (c) will inure to the benefit of each party hereto and each subsequent owner and each party's and each subsequent owner's heirs, successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

WITNESSES:

BEAZER HOMES, LLC, a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as _____ of BEAZER HOMES, LLC, a Delaware limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

CITY:

WITNESSES:

CITY OF NORTH MYRTLE BEACH

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of the CITY OF NORTH MYRTLE BEACH. He or she personally appeared before me and is personally known to me.

Notary Public for South Carolina

Name: _____

My Commission Expires: _____

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: February 16, 2026

Agenda Item: 7F	Prepared for: Ryan Fabbri, City Manager
Agenda Section: New Business: Motion to Approve	Date: February 6, 2026
Subject: Proposed City Council Meeting Date Changes	Division: Administration

Recommended Action:

Staff recommend the following revisions to the City Council meeting schedule:

- Reschedule the Budget Retreat from March 12-13, 2026, to April 27-28, 2026
- Add March 16, 2026, as an additional Council meeting date
- Remove the previously scheduled April 20, 2026, Council meeting

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____